

Budget & Appropriations Meeting Agenda



Committee Chair: Jewel Williams Johnson

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

Wednesday, October 15, 2025

9:00 AM

Committee Room

CALL TO ORDER

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.

Legislator Colin Smith will be participating remotely from 1132 Main Street, Suite 1, Peekskill, New York 10566

MINUTES APPROVAL

Monday, July 7, 2025 at 10:00 AM Minutes

Monday, July 28, 2025 at 1:00 PM Minutes

I. ITEMS FOR DISCUSSION

1. [2025-389](#) **CBA-SY009-Yonkers Joint Treatment Plant Odor Control and HVAC Upgrades**

AN ACT amending the 2025 County Capital Budget Appropriations for Capital Project SY009 - Yonkers Joint Treatment Plant Odor Control and HVAC Upgrades.

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

Joint with PWT.

Guests: Department of Environmental Facilities

Commissioner Vincent Kopicki

First Deputy Commissioner Lou Vetrone

Deputy Commissioner Nat Federici

2. [2025-390](#) **BOND ACT-SY009-Yonkers Joint Treatment Plant Odor Control and HVAC Upgrades**

A BOND ACT authorizing the issuance of SEVENTY THOUSAND (\$70,000) DOLLARS in bonds of Westchester County to finance Capital Project SY009 - Yonkers Joint Treatment Plant Odor Control and HVAC Upgrades.

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

Joint with PWT.

Guests: Department of Environmental Facilities

Commissioner Vincent Kopicki

First Deputy Commissioner Lou Vetrone

Deputy Commissioner Nat Federici

3. [2025-404](#) **IMA-Police Services-Cortlandt**

AN ACT authorizing the County of Westchester, acting by and through its Department of Public Safety Services, to enter into an intermunicipal agreement with the Town of Cortlandt for a term commencing retroactively on February 1, 2025 through January 31, 2030 for supplemental police services to the Town.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC SAFETY

B&A Only.

Guest: Department of Public Safety

Captain Frank Donovan

4. [2025-425](#) **CBA-A0118-Runway 16-34 Rehabilitation**

AN ACT amending the 2025 County Capital Budget Appropriations for Capital Project A0118 - Runway 16/34 Rehabilitation.

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

Joint with PWT.

Guests: Department of Public Works & Transportation

Commissioner Hugh Greechan

First Deputy Commissioner Gayle Katzman

Director of Aviation April Gasparri

Airport Manager Francisco Tejada

5. [2025-426](#) **BOND ACT-A0118-Runway 16-34 Rehabilitation**

A BOND ACT authorizing the issuance of TWO MILLION, FOUR HUNDRED SEVENTY-SIX THOUSAND (\$2,476,000) DOLLARS in bonds of Westchester County to finance Capital Project A0118 - Runway 16/34 Rehabilitation.

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

Joint with PWT.

Guests: Department of Public Works & Transportation

Commissioner Hugh Greechan

First Deputy Commissioner Gayle Katzman

Director of Aviation April Gasparri

Airport Manager Francisco Tejada

6. [2025-412](#) **BOND ACT-BPL26-2980-Flood Mitigation-Bronxville**

A BOND ACT authorizing the issuance of THREE MILLION (\$3,000,000) DOLLARS in bonds of Westchester County to finance Capital Project BPL26 - Flood Mitigation.- Bronxville.

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

Joint with PWT.

Guests: Planning Department

Commissioner Blanca Lopez

Principal Environmental Planner Matthew Castro

Associate Environmental Planner Obed Varughese

7. [2025-413](#) **IMA-Flood Mitigation-BPL26-2980-Bronxville**

AN ACT authorizing the County of Westchester to enter into an intermunicipal agreement with the Village of Bronxville in connection with a flood mitigation project (Capital Project BPL26 - Unique ID #2980).

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

Joint with PWT.

Guests: Planning Department

Commissioner Blanca Lopez

Principal Environmental Planner Matthew Castro

Associate Environmental Planner Obed Varughese

8. [2025-414](#) **BOND ACT-BPL26-2982-Flood Mitigation-Garth Woods**

A BOND ACT authorizing the issuance of ONE MILLION, FIVE HUNDRED THOUSAND (\$1,500,000) DOLLARS in bonds of Westchester County to finance Capital Project BPL26 - Flood Mitigation.

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

Joint with PWT.

Guests: Planning Department

Commissioner Blanca Lopez

Principal Environmental Planner Matthew Castro

Associate Environmental Planner Obed Varughese

9. [2025-415](#) **BOND ACT(Rescinding)-BPL40-Act No. 156-2021**

A BOND ACT authorizing the County of Westchester to rescind a bond act previously adopted on September 20, 2021 by Bond Act No. 156-2021 in the amount of TWO HUNDRED FIFTY THOUSAND (\$250,000) DOLLARS to finance a component of Capital Project BPL40 - Stormwater Management - Various County Facilities II.

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

Joint with PWT.

Guests: Planning Department

Commissioner Blanca Lopez

Principal Environmental Planner Matthew Castro

Associate Environmental Planner Obed Varughese

10. [2025-416](#) **ENV RES-Flood Mitigation-BPL26-3004-New Rochelle**

AN ENVIRONMENTAL RESOLUTION determining that there will be no significant adverse impact on the environment in connection with the project BPL26-3004 Flood Mitigation - New Rochelle.

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

Joint with PWT.

Guests: Planning Department

Commissioner Blanca Lopez

Principal Environmental Planner Matthew Castro

Associate Environmental Planner Obed Varughese

11. [2025-417](#) BOND ACT-BPL26-3004-Flood Mitigation-New Rochelle

A BOND ACT authorizing the issuance of ONE MILLION, TWO HUNDRED THOUSAND (\$1,200,000) DOLLARS in bonds of Westchester County to finance Capital Project BPL26 - Flood Mitigation.

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

Joint with PWT.

Guests: Planning Department

Commissioner Blanca Lopez

Principal Environmental Planner Matthew Castro

Associate Environmental Planner Obed Varughese

12. [2025-418](#) IMA-Flood Mitigation-BPL26-3004-New Rochelle

AN ACT authorizing the County of Westchester to enter into an intermunicipal agreement with the City of New Rochelle in connection with a flood mitigation project - Capital Project BPL26.

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

Joint with PWT.

Guests: Planning Department

Commissioner Blanca Lopez

Principal Environmental Planner Matthew Castro

Associate Environmental Planner Obed Varughese

13. [2025-419](#) ENV RES-Flood Mitigation-BPL26-3005-Croton-on-Hudson

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

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

Joint with PWT.

Guests: Planning Department

Commissioner Blanca Lopez

Principal Environmental Planner Matthew Castro

Associate Environmental Planner Obed Varughese

14. [2025-420](#) BOND ACT-BPL26-3005-Flood Mitigation-Croton-on-Hudson

A BOND ACT authorizing the issuance of SEVEN HUNDRED TWENTY-FIVE THOUSAND (\$725,000) DOLLARS in bonds of Westchester County to finance Capital Project BPL26 - Flood Mitigation - Croton-on-Hudson.

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

Joint with PWT.

Guests: Planning Department

Commissioner Blanca Lopez

Principal Environmental Planner Matthew Castro

Associate Environmental Planner Obed Varughese

15. [2025-421](#) IMA-Food Mitigation-BPL26-3005-Croton-on-Hudson

AN ACT authorizing the County of Westchester to enter into an intermunicipal agreement with the Village of Croton-on-Hudson in connection with a flood mitigation project - Capital Project BPL26.

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

Joint with PWT.

Guests: Planning Department

Commissioner Blanca Lopez

Principal Environmental Planner Matthew Castro

Associate Environmental Planner Obed Varughese

16. [2025-432](#) ENV RES-Property Conveyance-Saw Mill River Road, Mount Pleasant

AN ENVIRONMENTAL RESOLUTION determining that there will be no significant adverse impact on the environment from the proposed property conveyance located on Saw Mill River Road in the Town of Mount Pleasant.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND HOUSING & PLANNING

Joint with PWT.

Guests: Planning Department

Commissioner Blanca Lopez

Principal Environmental Planner Matthew Castro

Chief Planner Susan Darling

Associate County Attorney Rachel Noe-LAW

17. [2025-433](#) ACT-Property Conveyance-Saw Mill River Road, Mount Pleasant

AN ACT authorizing the conveyance of approximately 1.859 acres of County property in the Town of Mount Pleasant, New York to the Town of Mount Pleasant in exchange for TEN (\$10) DOLLARS subject to the Town using the property for public commuter parking purposes and other public parking purposes of floodplain restoration and subject to the Town conveying to the County a sewer easement and access easement.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND HOUSING & PLANNING

Joint with PWT.

Guests: Planning Department

Commissioner Blanca Lopez

Principal Environmental Planner Matthew Castro

Chief Planner Susan Darling

Associate County Attorney Rachel Noe-LAW

18. [2025-437](#) HON. VEDAT GASHI: IMA-City of Mount Vernon-Summer Basketball Program

AN ACT authorizing the County of Westchester to enter into an inter-municipal agreement with the City of Mount Vernon for a summer basketball program for the period July 7, 2025 through August 15, 2025 for a total amount not to exceed TWENTY-EIGHT THOUSAND, SIX HUNDRED FORTY-ONE (\$28,641) DOLLARS.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND VETERANS, SENIORS & YOUTH

B&A Only.

19. [2025-391](#) BOND ACT(Amended)-BCR61-Parking Structure Infrast. Improvements

A BOND ACT (Amended) authorizing the removal of ONE MILLION, TWO HUNDRED TWENTY-FIVE THOUSAND (\$1,225,000) DOLLARS and decrease the estimated maximum amount of bonds authorized thereunder from SIX MILLION, ONE HUNDRED THOUSAND (\$6,100,000) DOLLARS to FOUR MILLION, EIGHT HUNDRED SEVENTY-FIVE THOUSAND (\$4,875,000) DOLLARS for Capital Project BCR61 - Parking Structure Infrastructure Improvements.

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

Joint with PS.

Guests: Department of Correction

Deputy Commissioner Michael Gerald

Director of Administrative Services Bill Fallon

Warden Karl Vollmer

Angelo Sgobbo-DPWT

20. [2025-392](#) BOND ACT-BCR61-Parking Structure Infrast. Improvements

A BOND ACT authorizing the issuance of FOURTEEN MILLION (\$14,000,000) in bonds of Westchester County to finance Capital Project BCR61 - Parking Structure Infrastructure Improvements.

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

Joint with PS.

Guests: Department of Correction

Deputy Commissioner Michael Gerald

Director of Administrative Services Bill Fallon

Warden Karl Vollmer

Angelo Sgobbo-DPWT

II. OTHER BUSINESS**III. RECEIVE & FILE****1. [2025-435](#) CLERK OF THE BOARD: Quarterly Update for Special Prosecutors**

Forwarding a quarterly update for appointments and payments of special prosecutors.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND LAW & MAJOR CONTRACTS

ADJOURNMENT



Kenneth W. Jenkins
County Executive

September 10, 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 to amend the County of Westchester's (the "County") current-year capital budget ("Capital Budget Amendment"), as well as a related bond act (the "Bond Act"), which, if adopted, would authorize the County to issue an additional \$70,000,000 in bonds to finance a component of the following capital project:

SY009 – Yonkers Joint Treatment Plant Odor Control and HVAC Upgrades ("SY009").

The proposed Capital Budget Amendment will amend the County's current-year capital budget by increasing the amount of County shares for SY009 by \$51,603,000 and by reducing the amount of non-County shares by \$6,203,000, for a total net increase in appropriations for SY009 of \$45,400,000. The Department of Environmental Facilities (the "Department") has advised that the Capital Budget Amendment is necessary to fund Phase IVB construction, as the cost estimate has exceeded its original amount due to the Department now having a clearer understanding of the necessary effort required to adequately address odor control issues and minimize impact to the extent possible to the surrounding community.

The Bond Act, in the amount of \$70,000,000, would fund construction and construction management associated with Phase IVB of the Yonkers Joint Water Resource Recovery Facility ("YJWRRF") Odor Control and HVAC Upgrades project. Work under Phase IVB will include, but not be limited to, influent screening improvements by replacing the existing influent bar screens with screens that have smaller spacing between bars and replacement of the screening conveyor, installation of new energy efficient magnetic turbo blowers, replacement of the existing digester waste gas flare with a new high efficiency flare, and additional odor control for the primary tanks.

The Department has advised that prior HVAC and odor control studies of the YJWRRF recommended replacement and upgrade of various HVAC and odor control equipment and related systems which were installed in 1979 and have been operated beyond their useful life.

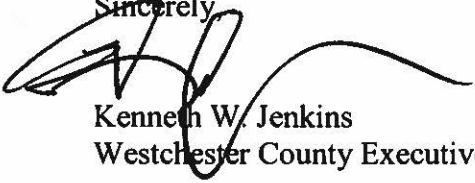
Following bonding authorization, construction will be scheduled and is estimated to take twenty-four (24) months to complete and will begin after award and execution of the construction contracts.

It should be noted that your Honorable Board has previously authorized bonding in connection with prior phases of SY009 as set forth in the attached fact sheet.

As your Honorable Board may know, Section 167.131 of the Laws of Westchester County 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. The Planning Department has advised that the Planning Board has previously reviewed SY009 and issued a report, and that since there is no change in the scope of the work and this is simply a change in the financing plan, no further action by the Planning Board is necessary at this time.

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

Sincerely,

A handwritten signature in black ink, appearing to read 'KWJ', with a long, sweeping horizontal line extending to the right.

Kenneth W. Jenkins
Westchester County Executive

KWJ/VK/JL/cmc

**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 act, which, if adopted, will amend the County's current-year capital budget ("Capital Budget Amendment"), as well as adoption of a related bond act (the "Bond Act"), in the amount of \$70,000,000, to finance a component of capital project SY009 – Yonkers Joint Treatment Plant Odor Control and HVAC Upgrades ("SY009").

Your Committee is advised that the proposed Capital Budget Amendment will amend the County's current-year capital budget by increasing the amount of County shares for SY009 by \$51,603,000 and by reducing the amount of non-County shares by \$6,203,000, for a total net increase in appropriations for SY009 of \$45,400,000. The Department of Environmental Facilities (the "Department") has advised that the Capital Budget Amendment is necessary to fund Phase IVB construction, as the cost estimate has exceeded its original amount due to the Department now having a clearer understanding of the necessary effort required to adequately address odor control issues and minimize impact to the extent possible to the surrounding community.

The Bond Act, prepared by the law firm of Norton Rose Fulbright, in the total amount of \$70,000,000, would fund construction and construction management associated with Phase IVB of the Yonkers Joint Water Resource Recovery Facility ("YJWRRF") Odor Control and HVAC Upgrades project. Work under Phase IVB will include, but not be limited to, influent screening improvements by replacing the existing influent bar screens with screens that have smaller spacing between bars and replacement of the screening conveyor, installation of new energy efficient magnetic turbo blowers, replacement of the existing digester waste gas flare with a new high efficiency flare, and additional odor control for the primary tanks.

The Department has advised your Committee that prior HVAC and odor control studies of the YJWRRF recommended replacement and upgrade of various HVAC and odor control equipment and related systems which were installed in 1979 and have been operated beyond their useful life.

Your Committee is advised that following bonding authorization, construction will be scheduled and is estimated to take twenty-four (24) months to complete and will begin after award and execution of the construction contracts.

Your Committee notes that your Honorable Board has previously authorized bonding in connection with prior phases of SY009 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.

As your Honorable Board may know, Section 167.131 of the Laws of Westchester County 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. The Planning Department has advised that the Planning Board has previously reviewed this project and issued a report, and that since there is no change in the scope of the work and this is simply a change in the financing plan, no further action by the Planning Board is necessary at this time.

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 may only be enacted following adoption of the Capital Budget Amendment. It should also be noted that an affirmative vote of two-thirds of the members of your Honorable Board is required in order to amend the County’s Capital Budget and to adopt the Bond Act.

Dated: _____, 2025
White Plains, New York

COMMITTEE ON

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: SY009

☐ 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 \$ 70,000,000 PPU 30 Anticipated Interest Rate 4.25%

Anticipated Annual Cost (Principal and Interest): \$ 4,217,519

Total Debt Service (Annual Cost x Term): \$ 126,525,570

Finance Department: Interest rates from September 10, 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: 761

Prepared by: Jazmin Logan

Title: Environmental Project Director

Department: Environmental Facilities

Date: 9/12/25

Reviewed By:

DV9/14/25

@ 9/15/25

Date:

Budget Director

9/15/25

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: August 28, 2025

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT:
SY009 Yonkers Joint Treatment Plant Odor Control and HVAC Upgrades**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on 08/14/2025 (Unique ID: 3026)

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
Jazmin Logan, Environmental Project Director - Capital Programs (DEF)
Robert Zambardino, Program Coordinator – Capital Programs (DEF)
Susan Darling, Chief Planner
Michael Lipkin, Associate Planner
Claudia Maxwell, Principal Environmental Planner

ACT No. _____ 2025

An Act amending the 2025 County
Capital Budget Appropriations for
Capital Project SY009 YONKERS
JOINT TREATMENT PLANT ODOR
CONTROL AND HVAC UPGRADES

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	\$78,685,000	\$45,400,000	\$124,085,000

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	\$72,482,000	\$51,603,000	\$124,085,000
Non County Shares	\$6,203,000	-\$6,203,000	\$0
Cash	\$0		\$0
Total	\$78,685,000	\$45,400,000	\$124,085,000

Section 3. The ACT shall take effect immediately.

ACT NO. _____ - 20__

BOND ACT DATED _____, 20__.

A BOND ACT AUTHORIZING THE ISSUANCE OF \$70,000,000 BONDS OF THE COUNTY OF WESTCHESTER, NEW YORK, TO PAY THE CONSTRUCTION MANAGEMENT AND CONSTRUCTION COSTS OF REPLACEMENT OF THE HEATING, VENTILATION, AND AIR CONDITIONING EQUIPMENT AND ODOR CONTROL EQUIPMENT AND GAS FLARING SYSTEMS AT THE YONKERS JOINT WATER RESOURCE RECOVERY FACILITY, FOR THE BENEFIT OF THE COUNTY'S SOUTH YONKERS, BRONX VALLEY, CENTRAL YONKERS, HUTCHINSON VALLEY, NORTH YONKERS, SAW MILL AND UPPER BRONX SANITARY SEWER DISTRICTS.

WHEREAS, the capital project hereinafter described has been duly approved in the adopted capital budget for the current fiscal year; and

WHEREAS, the plan for the financing of the estimated maximum cost of such capital project, as hereinafter set forth in this Bond Act, is in conformity with such capital budget; and

WHEREAS, all conditions precedent to the financing of the capital project hereinafter described, including compliance with the provisions of the State Environmental Quality Review Act to the extent required, have been performed; and

WHEREAS, it is now desired to authorize the financing of the cost of such capital project;
NOW, THEREFORE,

BE IT ENACTED, by the Board of Legislators of the County of Westchester, New York, by the affirmative vote of not less than two thirds of the entire voting strength thereof, as follows:

Section 1. For paying construction and construction management costs of the replacement of heating, ventilation and air conditioning equipment, odor control equipment and gas flaring systems at the Yonkers Joint Water Resource Recovery Facility, including incidental expenses in connection therewith (constituting Phase IVB), a class of objects or purposes, for the benefit of the County's South Yonkers, Bronx Valley, Central Yonkers, Hutchinson Valley, North Yonkers, Saw Mill and Upper Bronx Sanitary Sewer Districts, in and for the County of Westchester,

New York, there are hereby authorized to be issued \$70,000,000 bonds of said County pursuant to the provisions of the Local Finance Law. To the extent that the details of the aforesaid class of objects or purposes set forth in this act are inconsistent with any details set forth in the current Capital Budget of the County, such Budget shall be deemed and is hereby amended to the extent inconsistent herewith.

Section 2. It is hereby determined that the estimated maximum cost of the aforesaid class of objects or purposes is \$70,000,000, and that the plan for the financing thereof is by the issuance of the \$70,000,000 bonds of said County authorized to be issued pursuant to this Bond Act. If grant monies are received for the aforesaid class of objects or purposes (currently expected in the amount of \$6,203,000), the same may be expended in lieu of the proceeds of obligations authorized hereunder and the amount of the bonds to be issued shall be reduced accordingly. The aggregate amount to be expended for the aforesaid class of objects or purposes shall not exceed the estimated maximum cost thereof, as the same may be amended from time to time.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is thirty years pursuant to subdivision four of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the Commissioner of Finance, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Commissioner of Finance, consistent with the provisions of the Local Finance Law.

Section 5. The faith and credit of the County of Westchester, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such obligations as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year. To

the extent not paid from the assessment of properties assessable for this purpose in the County's South Yonkers, Bronx Valley, Central Yonkers, Hutchinson Valley, North Yonkers, Saw Mill and Upper Bronx Sanitary Sewer Districts, or other sources, there shall annually be levied on all the taxable real property of said County a tax sufficient to pay the principal of and interest on such obligations as the same become due and payable.

Section 6. Such bonds shall be in fully registered form and shall be signed in the name of the County of Westchester, New York, by the manual or facsimile signature of the Commissioner of Finance and a facsimile of the corporate seal shall be imprinted or impressed thereon and may be attested by the manual or facsimile signature of the County Clerk.

Section 7. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Commissioner of Finance, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as said Commissioner of Finance shall deem best for the interests of the County; including, but not limited to, the power to sell said bonds to the New York State Environmental Facilities Corporation; provided, however, that in the exercise of these delegated powers, the Commissioner of Finance shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the Commissioner of Finance shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 8. The Commissioner of Finance is hereby further delegated the power to authorize the sale and issuance of the bonds authorized pursuant to this Bond Act (a) at a discount in the manner authorized by paragraphs e and f of Section 57.00 of the Local Finance Law, (b) at private sale pursuant to the applicable provisions of the Local Finance Law and any regulations of the New York State Comptroller appertaining thereto, including the private sale of bonds at a premium, (c) as capital appreciation bonds or term bonds at public sale or private sale pursuant to the applicable provisions of the Local Finance Law and any regulations of the New York State

Comptroller appertaining thereto, and (d) at a variable rate of interest in the manner authorized by Section 54.90 of the Local Finance Law, including notes issued in anticipation thereof. The Commissioner of Finance is hereby authorized to enter into such agreements as said Commissioner of Finance shall determine reasonable and necessary to facilitate the issuance, sale, resale and, or repurchase of such bonds or notes pursuant to the provisions of Section 54.90 of the Local Finance Law. Such bonds and, or notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Commissioner of Finance.

Section 9. The power to issue and sell notes to the New York State Environmental Facilities Corporation pursuant to Section 169.00 of the Local Finance Law is hereby delegated to the Commissioner of Finance. Such notes shall be of such terms, form and contents as may be prescribed by said Commissioner of Finance consistent with the provisions of the Local Finance Law.

Section 10. The Commissioner of Finance is hereby further authorized, at the Commissioner's sole discretion, to execute a project financing and loan agreement, and any other agreements with the New York State Department of Environmental Conservation and/or the New York State Environmental Facilities Corporation, including amendments thereto, and including any instruments (or amendments thereto) in the effectuation thereof, in order to effect the financing or refinancing of the class of objects or purposes described in Section 1 hereof, or a portion thereof, by a bond, and, or note issue of said County in the event of the sale of same to the New York State Environmental Facilities Corporation.

Section 11. The intent of this Bond Act is to give the Commissioner of Finance sufficient authority to execute those applications, agreements, instruments or to do any similar acts necessary to effect the issuance of the aforesaid bonds and, or notes without resorting to further action of this Board of Legislators.

Section 12. All other matters, except as provided herein relating to such bonds, including determining whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on

said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the County by the facsimile signature of the Commissioner of Finance, providing for the manual countersignature of a fiscal agent or of a designated official of the County), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the Commissioner of Finance. It is hereby determined that it is to the financial advantage of the County not to impose and collect from registered owners of such bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by Section 52.00 of the Local Finance Law, as the Commissioner of Finance shall determine.

Section 13. The validity of such bonds and bond anticipation notes may be contested only if:

- (1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or
- (2) The provisions of law which should be complied with at the date of publication of this Bond Act 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
- (3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 14. This Bond Act shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150 - 2. Other than as specified in this Bond Act, no monies are, or

are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 15. This Bond Act, which shall take effect immediately in accordance with the provisions of Section 33.10 of the Local Finance Law and as provided in Section 107.71 of the Westchester County Charter, shall be published in summary form in the official newspaper of said County for purposes of this Bond Act, together with a notice of the Clerk of the Board of Legislators in substantially the form provided in Section 81.00 of the Local Finance Law.

The foregoing Bond Act was duly put to a vote which resulted as follows:

AYES:

NOES:

ABSENT:

The Bond Act was thereupon declared duly adopted.

* * * *

APPROVED BY THE COUNTY EXECUTIVE

Date: _____

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

I, the undersigned Clerk of the Board of Legislators of the County of Westchester, New York,
DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Board of
Legislators of said County, including the Bond Act contained therein, held on _____,
with the original thereof on file in my office, and that the same is a true and correct transcript therefrom
and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that all members of said Board had due notice of said meeting.

I FURTHER CERTIFY that said meeting was (i) open to the general public pursuant to
Section 103 of the Public Officers Law or (ii) conducted in conformance with Section 103-a of the
Public Officers Law.

I FURTHER CERTIFY that, PRIOR to the time of said meeting, I duly caused a public notice
of the time and place of said meeting to be given to the following newspapers and/or other news
media as follows:

Newspaper and/or Other News Media

Date Given

I FURTHER CERTIFY that PRIOR to the time of said meeting, I duly caused public notice of the time and place of said meeting to be conspicuously posted in the following designated public location(s) on the following dates:

Designated Location(s) of Posted Notice

Date of Posting

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County Board of Legislators on _____, 20__.

Clerk of the County Board of Legislators
of the County of Westchester, New York

(CORPORATE
SEAL)

LEGAL NOTICE

A Bond Act, a summary of which is published herewith, has been adopted by the Board of Legislators on _____ and approved by the County Executive on _____ 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__

A BOND ACT AUTHORIZING THE ISSUANCE OF \$70,000,000 BONDS OF THE COUNTY OF WESTCHESTER, NEW YORK, TO PAY THE CONSTRUCTION MANAGEMENT AND CONSTRUCTION COSTS OF REPLACEMENT OF THE HEATING, VENTILATION, AND AIR CONDITIONING EQUIPMENT AND ODOR CONTROL EQUIPMENT AND GAS FLARING SYSTEMS AT THE YONKERS JOINT WATER RESOURCE RECOVERY FACILITY, FOR THE BENEFIT OF THE COUNTY'S SOUTH YONKERS, BRONX VALLEY, CENTRAL YONKERS, HUTCHINSON VALLEY, NORTH YONKERS, SAW MILL AND UPPER BRONX SANITARY SEWER DISTRICTS.

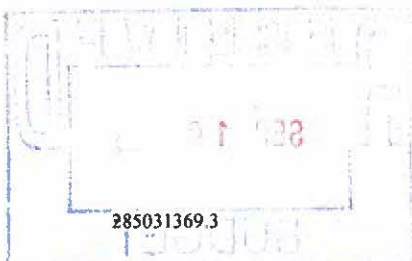
object or purpose: financing construction and construction management costs of replacement of the heating, ventilation and air conditioning equipment, as well as odor control equipment and gas flaring system, at the Yonkers Joint Water Resource Recovery Facility (Phase IVB).

period of probable usefulness: thirty (30) years

amount of obligations to be issued: \$70,000,000

Dated: _____, 20__
White Plains, New York

Clerk of the County Board of Legislators of the County of Westchester, New York



CAPITAL PROJECT FACT SHEET

Project ID:* SY009	☒ CBA	Fact Sheet Date:* 08-14-2026
Fact Sheet Year:* 2026	Project Title:* YONKERS JOINT TREATMENT PLANT ODOR CONTROL AND HVAC UPGRADES	Legislative District ID: 2, 17, 16, 15, 14, 13, 12, 11, 10, 9, 8, 5, 3,
Category* SEWER AND WATER DISTRICTS	Department:* ENVIRONMENTAL FACILITIES	CP Unique ID: 3026

Overall Project Description

This multi-phased project funds the replacement of the heating, ventilation and air conditioning equipment, as well as odor control equipment and gas flaring system, at the Yonkers Joint Wastewater Resource Recovery Facility installed in 1979.

- | | | |
|---|---|--|
| ☒ Best Management Practices | ☒ Energy Efficiencies | ☒ Infrastructure |
| ☐ Life Safety | ☐ Project Labor Agreement | ☐ Revenue |
| ☐ Security | ☐ Other | |

FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2025	2026	2027	2028	2029	Under Review
Gross	124,085	78,685	0	0	0	0	0	45,400
Less Non-County Shares	0	6,203	0	0	0	0	0	-6,203
Net	124,085	72,482	0	0	0	0	0	51,603

Expended/Obligated Amount (in thousands) as of : 51,419

Current Bond Description: This bond authorization will fund the construction and construction management for the Yonkers Joint Water Resource Recovery Facility Odor and HVAC Control Phase IVB project. This work will include, but is not limited to, influent screening improvements by replacing the existing influent bar screens with screens that have smaller spacing between bars and replacement of the screening conveyor, installation of new energy efficient magnetic turbo blowers, replacement of the existing digester waste gas flare with a new high efficiency flare, and additional odor control for the primary tanks.

Financing Plan for Current Request:

Non-County Shares:	\$ 0
Bonds/Notes:	70,000,000
Cash:	0
Total:	\$ 70,000,000

SEQR Classification:

TYPE II

Amount Requested:

70,000,000

Expected Design Work Provider:

- | | | |
|---------------------------------------|--|---|
| ☐ County Staff | ☒ Consultant | ☐ Not Applicable |
|---------------------------------------|--|---|

Comments:

This bonding authorization request also includes a 2025 Capital Budget Amendment ("CBA") to reflect additional funds needed for Phase IVB, as well as to modify the Non-County shares of \$6.203 million for Phase IV currently underway.

The 2025 CBA is requested to fund the Phase IVB construction as the cost estimate has exceeded the original estimate due to a clearer understanding of the necessary effort required to adequately address odor control issues and minimize impact to the extent possible to the surrounding community. In order to properly mitigate odors from permeating, the proposed work consists of, Primary Sedimentation Tank odor control improvements, Headworks influent screening improvements, Process Air Blower system improvements, and Waste Gas Burner system improvements. An additional \$45.4 million is being requested as a 2025 CBA bringing the total bond act request to \$70 million.

The 2025 CBA request also removes previously programmed Non-County shares funding of \$6.203 million. These funds represent an anticipated grant from the New York State Environmental Facilities Corporation (NYS EFC) applicable to Phase 4 currently underway. It has since been determined that NYS EFC financing requirements dictate the grant recipient to secure upfront financing for the entire project cost, with the total grant amount reimbursed pending project completion. The grant portion will then be "bought in" to the project, with a CBA and amending bond act decreasing the County's share in the capital budget and reducing the bond act by \$6.203 million. The additional funds are shown in "Under Review."

Energy Efficiencies:

THE NEW AND UPGRADED EQUIPMENT IS EXPECTED TO PERFORM WITH IMPROVED ENERGY EFFICIENCY.

Appropriation History:

Year	Amount	Description
2004	825,000	DESIGN SCREEN AND GRIT BUILDING PHASE I
2005	2,550,000	CONSTRUCTION FOR ABOVE
2007	6,260,000	ADDITIONAL DESIGN, CONSTRUCTION MANAGEMENT AND CONSTRUCTION HVAC AND ODOR CONTROL PHASE I
2008	1,475,000	DESIGN AND CONSTRUCTION MANAGEMENT FOR REPLACEMENT/REHABILITATION OF THE BLOWER AND ADMIN BUILDING PHASE II
2010	151,000	ADDITIONAL DESIGN AND CONSTRUCTION MANAGEMENT - PHASE II
2013	8,274,000	ADDITIONAL WORK ON PHASE II
2014	8,500,000	CONSTRUCTION FOR THE PRIMARY & SECONDARY END OF PLANT - PHASE III
2016	5,650,000	ADDITIONAL FUNDING FOR CONSTRUCTION AND ADDITIONAL WORK - PHASE IV
2020	5,000,000	DESIGN, CONSTRUCTION AND CONSTRUCTION MANAGEMENT
2022	15,000,000	ADDITIONAL ODOR CONTROL MEASURES
2024	25,000,000	FUNDS PHASE IVB CONSTRUCTION

Total Appropriation History:

78,685,000

Financing History:

Year	Bond Act #	Amount	Issued	Description
04	126	0	0	D&C YONKERS WWTP HVAC EQUIP. REPLACE.
08	189	9,635,000	6,664,514	DESIGN & CON. MGT. - YJTP REPLACE HVAC
08	E-189	-2,191,000	-2,191,000	
11	183	5,142,580	5,142,580	YONKERS JOINT WASTEWATER TREATMENT PLANT HEATING, VENTILATION, COOLING, AND A/C IMPROVEMENTS
13E	131	2,556,263	0	YONKERS JOINT TREATMENT PLANT - ODOR CONTROL AND HVAC UPGRADES
16	209	9,150,000	9,150,000	YONKERS JOINT TREATMENT PLANT ODOR CONTROL HVAC UPGRADES DESIGN, CONTS, PASE III LEED
18	49	0	0	ODOR CONTROL & HVAC UPGRADES AT YONKERS JOINT WASTEWATER TREATMENT PLANT
20	132	0	0	CONSTRUCTION ASSOCIATED WITH ODOR CONTROL AND HVAC UPGRADES AT YJWTP
22	51	0	0	CONSTRUCTION ASSOCIATED WITH ODOR CONTROL AND HVAC UPGRADES AT YJWTP
25	121	29,291,000	0	

Total Financing History:

53,583,843

Recommended By:

Department of Planning
MLLL

Date
08-14-2025

Department of Public Works
RJB4

Date
08-14-2025

Budget Department
DEV9

Date
08-15-2025

Requesting Department
JCL1

Date
08-15-2025

YONKERS JOINT TREATMENT PLANT ODOR CONTROL AND HVAC UPGRADES (SY009)

User Department : Environmental Facilities

Managing Department(s) : Environmental Facilities ; 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	78,685	78,685	51,419						
Non County Share	(6,203)	(6,203)							
Total	72,482	72,482	51,419						

Project Description

This multi-phased project funds the replacement of the heating, ventilation and air conditioning equipment, as well as odor control equipment and gas flaring system, at the Yonkers Joint Wastewater Resource Recovery Facility installed in 1979.

Current Year Description

There is no current year request.

Impact on Operating Budget

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

Appropriation History

Year	Amount	Description	Status
2004	825,000	Design Screen and Grit building Phase I	COMPLETE
2005	2,550,000	Construction for above	COMPLETE
2007	6,260,000	Additional design, construction management and construction HVAC and odor control Phase I	COMPLETE
2008	1,475,000	Design and construction management for replacement/rehabilitation of the Blower and Admin Building Phase II	COMPLETE
2010	151,000	Additional design and construction management - Phase II	COMPLETE
2013	8,274,000	Additional work on Phase II	CONSTRUCTION
2014	8,500,000	Construction for the Primary & Secondary End of Plant - Phase III	CONSTRUCTION
2016	5,650,000	Additional funding for construction and additional work - Phase IV	CONSTRUCTION
2020	5,000,000	Design, construction and construction management	CONSTRUCTION
2022	15,000,000	Additional odor control measures	CONSTRUCTION
2024	25,000,000	Funds Phase IVB construction	\$6,203,000 NCS; \$18,797,000 AWAITING BOND AUTHORIZATION
Total	78,685,000		

YONKERS JOINT TREATMENT PLANT ODOR CONTROL AND HVAC UPGRADES (SY009)

Prior Appropriations

	Appropriated	Collected	Uncollected
Bond Proceeds	72,482,000	23,258,573	49,223,427
State Funds	6,203,000	1,594,750	4,608,250
Total	78,685,000	24,853,323	53,831,677

Bonds Authorized

Bond Act	Amount	Date Sold	Amount Sold	Balance
126 04				
189 08	9,635,000	12/02/10	470,000	2,970,486
		12/02/10	(470,000)	
		11/30/11	757,096	
		11/30/11	12,904	
		10/24/12	1,312,682	
		10/24/12	45,318	
		10/24/12	12,115	
		08/01/13	4,524,398	
183 11	5,142,580	12/01/16	6,863,000	
		11/09/17	(6,863,000)	
		11/09/17	5,142,580	
131 13	3,037,000	12/01/16	153,000	3,037,000
		11/09/17	(153,000)	
209 16	9,150,000	07/19/18	7,620,000	297,194
			(373,000)	
		11/30/23	1,465,276	
		11/30/23	140,530	
49 18				
E-189 08	(2,191,000)			(2,191,000)
132 20				
51 22	27,191,000			27,191,000
Total	51,964,580		20,659,900	31,304,680



Kenneth W. Jenkins
County Executive

September 2, 2025

Westchester County Board of Legislators
800 Michaelian Office Building
White Plains, New York 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 Department of Public Safety Services ("WCDPS") to enter into an intermunicipal agreement ("IMA") with the Town of Cortlandt (the "Town") for a term commencing retroactively on February 1, 2025 and expiring January 31, 2030, whereby the County, acting through WCDPS, will provide police services to the Town as a supplement to the New York State Police (the "State Police"), which is the police agency responsible for patrolling the Town and responding to emergency calls.

As your Honorable Board may be aware, the Town abolished its police force effective January 1, 1999, and since that time has had an arrangement with the State Police to provide primary police coverage for the Town. Since March, 1999, the County has been providing supplemental police services pursuant to agreements with the Town. The most recent intermunicipal agreement with the Town, which your Honorable Board authorized by Act No. 240-2019, and by Act No. 62-2022, expired on January 31, 2025.

Under the terms of the proposed IMA, the County will provide, on a daily basis, two (2) County Police Officers daily, divided into two eight-hour shifts, for the purpose of providing supplemental police services to the Town.

Additionally, the County will provide (1) County Police Officer, specifically trained as a Community Resource Officer (the "CRO"), on a five (5) day a week basis, who will provide community resource services ("CRO Services") to the Town, on a 40-hour work week schedule.

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

The additional services of the CRO were supplemented to enhance the overall safety and quality of life in the community through creative strategies that help to build trusting relationships, foster behavioral modifications and deter criminal activity. The specialized patrol, outreach, enforcement activities and deployment of this officer will be supported by a precision policing and intelligence driven patrol concept customized to the needs of the community. Through consistency and relationship building, the assigned officer will utilize a combination of tactics including proactive outreach within the community with a special focus on crime prevention, mitigating diversity gaps, supporting underprivileged segments of the community, patrol level field investigations, and condition/ crime pattern analysis. The activity of the CRO will be fluid and guided by the needs and input of the community in partnership with Town officials and the many diverse segments and stakeholders in the Town, subject to WCDPS department policies, standard operating procedures, and orders from WCDPS supervisors. WCDPS will provide the CRO with a patrol vehicle with specialized markings to assist in promoting and bringing greater awareness to the Town's community policing initiative and CRO.

Moreover, the County will provide (1) County Police Officer, specifically trained as a Traffic Enforcement Officer ("TSO"), on a five (5) day a week basis, who will provide traffic safety officer services ("Traffic Safety Officer Services") to the Town, on a 40-hour work week schedule.

A Sergeant shall supervise the police officers assigned to the Town, and the Town shall bear the cost of the Sergeant on a pro-rata basis.

Under the terms of the proposed IMA, the Town will permit the County to have use of part of the former police facility at the Cortlandt Town Hall at no charge to the County.

Under the terms of the proposed IMA, the Town will pay the County a sum equal to the County's actual costs, which costs include salary, overtime, holiday pay, shift differential, and fringe benefits. Pending a year-end determination by the County as to what the actual costs are for the services provided, the Town will pay the County the following estimated costs, payable to the County in two equal installments due February 1st and November 1st:

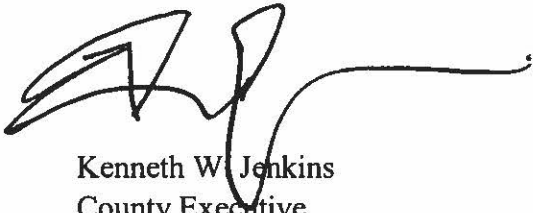
2025/2026 - **\$1,891,233**
2026/2027 - **\$1,938,438**
2027/2028 - **\$2,063,871**
2028/2029 - **\$2,150,982**
2029/2030 - **\$2,241,356**

At the end of each year of the IMA, the County will advise the Town as to the County's actual costs for the services for the preceding year. Any credits due to the Town, or charges owed by the Town, will be calculated based on the County's actual costs at the close of each year. The Town will make any additional payments based on this adjustment calculation for the previous year in two equal installments, payable on or before June 1 and October 1 of the upcoming year of the IMA. If a credit is due, the Town may deduct the amount of any such credit from the next payment due to the County. For the final year of the IMA, any credit due to the Town, or

additional charge owed by the Town, will be made within thirty (30) days of the expiration of the IMA by the appropriate party.

I believe that continuation of the IMA with the Town, on the terms set forth above, is in the best interests of the County. Therefore, I recommend your favorable action on the annexed proposed Act.

Very truly yours,

A handwritten signature in black ink, appearing to read 'KWJ', with a long horizontal flourish extending to the right.

Kenneth W. Jenkins
County Executive

KWJ/mb
Attachments

**HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER**

Your Committee is in receipt of a communication from the County Executive recommending that your Honorable Board adopt an Act which, if adopted, would authorize would authorize the County of Westchester ("County"), acting by and through its Department of Public Safety Services ("WCDPS") to enter into an intermunicipal agreement ("IMA") with the Town of Cortlandt (the "Town") for a term commencing retroactively on February 1, 2025 and expiring January 31, 2030, whereby the County, acting through WCDPS, will provide police services to the Town as a supplement to the New York State Police (the "State Police"), which is the police agency responsible for patrolling the Town and responding to emergency calls.

As your Honorable Board may be aware, the Town abolished its police force effective January 1, 1999, and since that time has had an arrangement with the State Police to provide primary police coverage for the Town. Since March, 1999, the County has been providing supplemental police services pursuant to agreements with the Town. The most recent intermunicipal agreement with the Town, which your Honorable Board authorized by Act No. 240-2019, and by Act No. 62-2022, expired on January 31, 2025.

Under the terms of the proposed IMA, the County will provide, on a daily basis, two (2) County Police Officers daily, divided into two eight-hour shifts, for the purpose of providing supplemental police services to the Town.

Additionally, the County will provide (1) County Police Officer, specially trained as a Community Resource Officer (the "CRO"), on a five (5) day a week basis, who will provide community resource services ("CRO Services") to the Town, on a 40-hour work week schedule.

The additional services of the CRO were supplemented to enhance the overall safety and quality of life in the community through creative strategies that help to build trusting relationships, foster behavioral modifications and deter criminal activity. The specialized patrol, outreach, enforcement activities and deployment of this officer will be supported by a precision policing and intelligence driven patrol concept customized to the needs of the community. Through consistency

and relationship building, the assigned officer will utilize a combination of tactics including proactive outreach within the community with a special focus on crime prevention, mitigating diversity gaps, supporting underprivileged segments of the community, patrol level field investigations, and condition/ crime pattern analysis. The activity of the CRO will be fluid and guided by the needs and input of the community in partnership with Town officials and the many diverse segments and stakeholders in the Town, subject to WCDPS department policies, standard operating procedures, and orders from WCDPS supervisors. WCDPS will provide the CRO with a patrol vehicle with specialized markings to assist in promoting and brining greater awareness to the Town's community policing initiative and CRO.

Moreover, the County will provide (1) County Police Officer, specifically trained as a Traffic Enforcement Officer ("TSO"), on a five (5) day a week basis, who will provide traffic safety officer services ("Traffic Safety Officer Services") to the Town, on a 40-hour work week schedule. A Sergeant shall supervise the police officers assigned to the Town, and the Town shall bear the cost of the Sergeant on a pro-rata basis. Under the terms of the proposed IMA, the Town will permit the County to have use of part of the former police facility at the Cortlandt Town Hall at no charge to the County.

Under the terms of the proposed IMA, the Town will pay the County a sum equal to the County's actual costs, which costs include salary, overtime, holiday pay, shift differential, and fringe benefits. Pending a year-end determination by the County as to what the actual costs are for the services provided, the Town will pay the County the following estimated costs, payable to the County in two equal installments due February 1st and November 1st:

2025/2026 - \$1,891,233
2026/2027 - \$1,938,438
2027/2028 - \$2,063,871
2028/2029 - \$2,150,982
2029/2030 - \$2,241,356

At the end of each year of the IMA, the County will advise the Town as to the County's actual costs for the services for the preceding year. Any credits due to the Town, or charges owed by the Town, will be calculated based on the County's actual costs at the close of each year. The Town will

make any additional payments based on this adjustment calculation for the previous year in two equal installments, payable on or before June 1 and October 1 of the upcoming year of the IMA. If a credit is due, the Town may deduct the amount of any such credit from the next payment due to the County. For the final year of the IMA, any credit due to the Town, or additional charge owed by the Town, will be made within thirty (30) days of the expiration of the IMA by the appropriate party.

The Department of Planning has advised that the actions under the IMA do not meet the definition of an “action” under the State Environmental Quality Review Act (“SEQR”) 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 an affirmative vote of a majority of the voting strength of your Honorable Board is required to adopt the annexed Act. After review and careful consideration, your Committee recommends favorable action upon the proposed Act.

Dated: _____, 2025
White Plains, New York

COMMITTEE ON:

c/mb/9/2/25

FISCAL IMPACT STATEMENT

SUBJECT: Town of Cortlandt-IMA

☒ 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 \$ 1,891,233

Total Current Year Revenue \$ 1,891,233

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

☐ Additional Appropriations ☐ Other (explain)

Identify Accounts: T628 38-A628-E628 Source of Funds: Town of Cortlandt

Potential Related Operating Budget Expenses: Annual Amount _____

Describe: N/A

Potential Related Operating Budget Revenues: Annual Amount _____

Describe: N/A

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

Current Year: _____

Next Four Years: 2026/2027 Expenses \$1,938,438 and Revenue \$1,938,438

2027/2028 Expenses \$2,063,871 and Revenue \$2,063,871

2028/2029 Expenses \$2,150,982 and Revenue 2,150,982

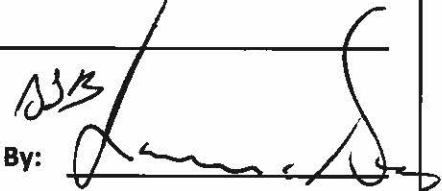
2029/2030 Expenses \$2,241,356 and Revenue \$2,241,356

Prepared by: Siva Gopalkrishna

Title: Director of Administrative Services

Department: Public Safety

Date: September 3, 2025

Reviewed By: 

Budget Director

Date: 9/9/25

ACT NO. _____ - 2025

An Act authorizing the County of Westchester, acting by and through its Department of Public Safety Services, to enter into an intermunicipal agreement with the Town of Cortlandt for a term commencing retroactively on February 1, 2025 through January 31, 2030, for supplemental police services to the Town.

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

Section 1. The County of Westchester (the “County”) is hereby authorized to enter into an inter-municipal agreement (“IMA”) with the Town of Cortlandt (the “Town”) for a term commencing retroactively on February 1, 2025 through January 31, 2030, whereby the County, acting by and through its Department of Public Safety Services, shall provide supplemental police services to the Town.

§2. The Town shall pay the County a sum equal to the County's actual costs, which costs include salary, overtime, holiday pay, shift differential, and fringe benefits. The County shall provide, on a daily basis, two (2) County Police Officers daily, divided into two eight-hour shifts, for the purpose of providing supplemental police services to the Town. The County will also provide (1) County Police Officer, specially trained as a Community Resource Officer (the “CRO”), on a five (5) day a week basis, who will provide community resource services (“CRO Services”) to the Town, on a 40-hour work week schedule. Moreover, the County will provide (1) County Police Officer, specifically trained as a Traffic Enforcement Officer (“TSO”), on a five (5) day a week basis, who will provide traffic safety officer services (“Traffic Safety Officer Services”) to the Town, on a 40-hour work week schedule. A Sergeant shall supervise the police officers assigned to the Town, and the Town shall bear the cost of the Sergeant on a pro-rata basis. Pending a year-end determination by the County as to the County’s actual costs for the services provided, the Town will pay the County the following estimated costs, payable to the County in two equal installments due February 1st and November 1st:

2025/2026 - **\$1,891,233**
2026/2027 - **\$1,938,438**
2027/2028 - **\$2,063,871**
2028/2029 - **\$2,150,982**
2029/2030 - **\$2,241,356**

Notwithstanding the above, at the end of each year of the IMA, the County shall advise the Town as to the County’s actual costs for the services for the preceding year. Any credits due to the Town or charges owed by the Town will be calculated based on the County's actual costs at the close of each year. The Town will make any additional payments based on this adjustment calculation for the

previous year in two equal installments, payable on or before June 1st and October 1st of the upcoming year of the IMA. If a credit is due, the Town may deduct the amount of any such credit from the next payment due to the County. For the final year of the IMA, any credit due to the Town or additional charge owed by the Town will be made within thirty (30) days of the expiration of the IMA by the appropriate party.

§3. The Town shall permit the County to have use of part of the former police facility at Cortlandt Town Hall at no charge to the County.

§4. The County Executive or his authorized designee be and hereby is authorized and empowered to execute all instruments and to take all action necessary and appropriate to effectuate and accomplish the purposes hereof.

§5. This Act shall take effect immediately.

THIS AGREEMENT, made _____, by and between:

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601 (hereafter the "County"),

and

THE TOWN OF CORTLANDT, a municipal corporation of the State of New York, having an office and place of business located at 1 Heady Street, Cortlandt Manor, New York 10567 (hereafter the "Town").

(The "County" and the "Town" may be referred to collectively as the "Parties" or individually as a "Party").

W I T N E S S E T H:

WHEREAS, the County, acting through its Department of Public Safety Services (the "Department"), has been providing supplemental police coverage to the Town since February 1, 1999 under various intermunicipal agreements with the Town, with the most recent expiring on January 31, 2025; and

WHEREAS, the Town desires to continue to obtain supplemental policing services from the Department and adopted a Resolution on July 15, 2025, authorizing an agreement with the County for such services; and

WHEREAS, by Act No. -2025, approved by the Westchester County Board of Legislators on _____, 2025, the County was authorized to enter into an agreement to provide supplemental policing services to the Town for the compensation and upon the terms described below.

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

FIRST: The Department shall provide two (2) police officers daily, divided into two eight-hour shifts, to provide police services to the Town to supplement the services provided by the New

York State Police, which is the police agency responsible for patrolling the Town and responding to emergency calls. The Department shall also provide one (1) police officer, specially trained as a Community Resource Officer ("CRO"), on a five (5) day a week basis, who will provide community resource services ("CRO Services") to the Town, on a 40-hour work week schedule, and (1) police officer, specially trained as a Traffic Enforcement Officer ("TSO"), on a five (5) day a week basis, who will provide traffic safety officer services ("Traffic Safety Officer Services") to the Town on a 40-hour work week schedule. A Sergeant shall supervise the police officers assigned to the Town, and the Town shall bear the cost of the Sergeant on a pro-rata basis.

SECOND: For the services rendered pursuant to Paragraph "FIRST", the Town shall pay the County a sum equal to the County's actual costs, including but not limited to salary, overtime, holiday pay, shift differential, and fringe benefits.

Pending a year-end determination by the County as to what the County's actual costs are for the services provided hereunder, the Town shall pay the following estimated costs to the County in two equal installments due February 1st and November 1st:

2025/2026 - **\$1,891,233**
2026/2027 - **\$1,938,438**
2027/2028 - **\$2,063,871**
2028/2029 - **\$2,150,982**
2029/2030 - **\$2,241,356**

Notwithstanding these estimates, it is understood and agreed that the Town, in accordance with the terms of this Section "SECOND", is obligated to pay the County's actual costs for the services rendered. As such, at the end of each year of this Agreement, the County shall advise the Town as to the County's actual costs for the preceding year. Any credit due to the Town, or additional charge owed by the Town, will be calculated based on the County's actual costs at the close of each year. The Town shall make any additional payments based on this adjustment calculation for the previous year in two equal installments, payable on or before June 1st and October 1st of the upcoming year of this Agreement. If a credit is due, the Town may deduct the amount of such credit from the next payment due to the County. For the final year of this

Agreement, any credit due to the Town, or additional charge owed by the Town, shall be made within thirty (30) days of the expiration of this Agreement by the appropriate party.

THIRD: The Town agrees that the Department shall have use of part of the former police facility at the Cortlandt Town Hall at no charge to the County.

FOURTH: The term of this Agreement shall commence retroactively on February 1, 2025 and shall expire on January 31, 2030, unless sooner terminated in accordance with the provisions of this Agreement.

FIFTH: (a) The County, upon fifteen (15) days' notice to the Town, may terminate this Agreement in whole or in part when the County deems it to be in its best interest.

(b) In the event that there has been a material breach by either party of any of the terms of the Agreement and such breach either (i) remains uncured for sixty (60) days after service on the breaching party of written notice thereof, or (ii) in the event that such breach is not susceptible of being cured within such sixty (60) days, such cure has not been commenced within such period and diligently pursued and completed within a reasonable time thereafter, the non-breaching party, in addition to any other right or remedy it might have, may terminate this Agreement. Notice hereunder shall be effective on the date of receipt.

Upon termination or expiration of this Agreement, the County shall reimburse the Town for any advance payments made by the Town prior to such termination or expiration. The Town shall satisfy any and all arrears to the County. Any such adjustments shall be made by the responsible party within sixty (60) days of termination or expiration of this Agreement. In the event of a dispute as to the value of the services rendered by the County prior to the date of termination, it is understood and agreed that the Commissioner of the Department or his/her duly authorized designee ("Commissioner") shall determine the value of such services rendered by the County. The Town shall accept such reasonable and good faith determination as final.

SIXTH: Town 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 Town shall indemnify and hold harmless the County,

its officers, employees and agents and elected officials from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the acts or omissions hereunder by the Town or third parties under the direction or control of the Town; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.

(c) in the event the Town 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 Town shall reimburse the County's reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

SEVENTH: All notices of any nature referred to in this Agreement shall be in writing and sent by registered or certified mail, return receipt requested, postage pre-paid, or sent by hand or overnight delivery to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the County:

Commissioner of Public Safety Services
Saw Mill River Parkway
Hawthorne, New York 10532

with a copy to:

County Attorney
Michaelian Office Building, Room 600
148 Martine Avenue
White Plains, New York 10601

To the Town:

Town Supervisor
Town of Cortlandt
1 Heady Street
Cortlandt Manor, New York 10567

with a copy to:

Town Attorney
1 Heady Street
Cortlandt Manor, New York 10567
With a copy via E-Mail to: _____

EIGHTH: 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 this Agreement and any of its attachments, the terms of this Agreement shall control.

In the event that any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

NINTH: Pursuant to Section 308.01 of the Laws of Westchester County, it is the goal of the County to use its best efforts to encourage, promote and increase the participation of business enterprises owned and controlled by persons of color or women in contracts and projects funded by all departments of the County. Under this IMA it is recognized and understood that the County encourages the Town to do similarly.

TENTH: Any purported delegation of duties or assignment of rights under this Agreement by one party without the prior express written consent of the other is void.

ELEVENTH: This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

TWELFTH: This Agreement shall not be enforceable until signed by all Parties and approved by the Office of the County Attorney and the Office of the Town Attorney of Cortlandt.

[NO FURTHER TEXT ON THIS PAGE / SIGNATURE PAGE FOLLOWS]

DRAFT

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed.

THE COUNTY OF WESTCHESTER

By: _____
Name: Terrance Raynor
Title: Commissioner- Sheriff
Department of Public Safety Services

TOWN OF CORTLANDT

By: _____
Name:
Title:

Authorized and approved by the Westchester County Board of Legislators, at a meeting duly held on the day of , 2025.

Authorized and approved by the Town Board of the Town of Cortlandt, at a meeting duly held on the 15th day of July, 2025.

Approved:

Approved as to form

Assistant County Attorney
The County of Westchester

Town Attorney
Town of Cortlandt

MUNICIPALITY'S ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 2025 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: _____

Notary Public

RPL § 309-a; NY CPLR § 4538

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 _____ who signed said
(Person executing agreement)

agreement on behalf of the Municipality was, at the time of execution _____ of
(Title of such person),

the Municipality, that said agreement was duly signed for on behalf of said Municipality by

authority of its _____ thereunto duly authorized,
(Town Board, Village Board, City Council)

and that such authority is in full force and effect at the date hereof.

(Signature)

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

On this ___ day of _____ 2025, before me personally came _____
_____, whose signature appears above, known to me to be the
_____ of _____,
(Title)

the municipal corporation described in and which executed the above certificate, who being by
me duly sworn did depose and say that he, the said _____

resides at _____, and that
he/she is the _____ of said municipal corporation.

(Title)

Notary Public County

September 26, 2025

TO: Hon. Vedat Gashi, Chair
Hon. Jose Alvarado, Vice Chair
Hon. David Imamura, Majority Leader
Hon. Margaret Cunzio, Minority Leader

FROM: Kenneth W. Jenkins 
County Executive

RE: Message Requesting Immediate Consideration: **CBA & Bond Act – A0118 – Runway 16/34 Rehabilitation.**

This will confirm my request that the Board of Legislators allow submission of the referenced communication to be submitted to the Board of Legislators September 29, 2025 Agenda.

Transmitted herewith for your review and approval is an Act to amend the current-year capital budget (“Capital Budget Amendment”) as well as a related bond act (“Bond Act,”) which, if adopted, would authorize the County of Westchester (“County”) to issue up to \$2,476,000 in bonds of the County to finance the following capital project: A0118.

Therefore, since this communication is of the utmost importance, it is respectfully submitted that the County Board of Legislators accepts this submission for September 29, 2025 “blue sheet” calendar.

Thank you for your prompt attention to this matter.



Kenneth W. Jenkins
Westchester County Executive

September 24, 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 to amend the current-year capital budget ("Capital Budget Amendment") as well as a related bond act ("Bond Act,") which, if adopted, would authorize the County of Westchester ("County") to issue up to \$2,476,000 in bonds of the County to finance the following capital project:

A0118 – Runway 16/34 Rehabilitation ("A0118").

The proposed Capital Budget Amendment will amend the County's current-year capital budget to increase the appropriation for A0118 by \$15,758,000, comprised of \$2,081,000 in Bonds of the County and \$13,677,000 non-County shares. This amendment is required to address increased construction costs and accelerated safety items required by Federal Aviation Administration's ("FAA") advisory circulars. Complying with the advisory circulars is a requirement for airport sponsors accepting FAA grant funds.

The Bond Act, in the amount of \$2,476,000, would finance the cost of the County's share of the construction of the rehabilitation of Runway 16/34 at the Westchester County Airport, consisting of upgrades to lighting, shoulders, signage, and runway end blast pads, along with the installation of in-pavement surface condition sensors.

The Department of Public Works and Transportation ("Department") has advised that A0118 will achieve improved continuity of operations, maintenance efficiencies, and safety enhancements to crowded aircraft movement areas at Westchester County Airport.

It should be noted that your Honorable Board has authorized the County to issue bonds in connection with prior components of A0118 as indicated in the annexed fact sheet.

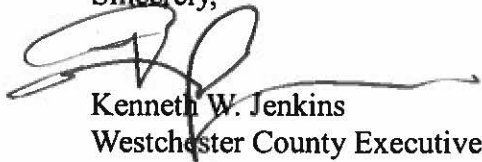
It is estimated that construction will take seven months to complete and will begin after FAA concurrence and subsequent execution of the construction contracts, subject to approval of construction financing by your Honorable Board.

Section 167.131 of the Laws of Westchester County 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. The Planning Department has advised that the Planning Board has previously reviewed this project and issued a report and that since there is no change in the scope of the work and this is simply a change in the financing plan, no further action by the Planning Board is necessary at this time.

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

Sincerely,

A handwritten signature in dark ink, appearing to read 'K. W. Jenkins', with a long horizontal flourish extending to the right.

Kenneth W. Jenkins
Westchester County Executive

Attachments

**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 act, which, if adopted, will amend the County’s current-year capital budget (“Capital Budget Amendment”), as well as adoption of a related bond act (“Bond Act”) in the amount of \$2,476,000 prepared by the law firm Hawkins, Delafield & Wood, to finance capital project A0118 – Runway 16/34 Rehabilitation (“A0118”).

Your Committee is advised that the Capital Budget Amendment will amend the County’s current-year capital budget to increase the appropriation for A0118 by \$15,758,000, comprised of \$2,081,000 in Bonds of the County and \$13,677,000 non-County shares. This amendment is required to address increased construction costs and accelerated safety items required by Federal Aviation Administration’s (“FAA”) advisory circulars. Complying with the advisory circulars is a requirement for airport sponsors accepting FAA grant funds.

The Bond Act, in the amount of \$2,476,000, would finance the cost of the County’s share of the construction of the rehabilitation of Runway 16/34 at the Westchester County Airport, consisting of upgrades to lighting, shoulders, signage, and runway end blast pads, along with the installation of in-pavement surface condition sensors.

The Department of Public Works and Transportation (“Department”) has advised that A0118 will achieve improved continuity of operations, maintenance efficiencies, and safety enhancements to crowded aircraft movement areas at Westchester County Airport.

It should be noted that your Honorable Board has authorized the County to issue bonds in connection with previous components of this project as indicated in the annexed fact sheet.

It is estimated that construction will take seven months to complete and will begin after FAA concurrence and subsequent execution of the construction contracts, subject to approval of construction financing by your Honorable Board.

The Department of Planning has advised that it reviewed A0118 in accordance with the State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617 ("SEQR"). A0118 was classified as a Type I action under SEQR. This project was reviewed by the County's Board of Acquisition and Contract in connection with the authorization of grant agreements with the Federal Aviation Administration. In accordance with SEQR, a Full Environmental Assessment Form ("EAF") was prepared by the Department of Planning and on September 11, 2025 the Board of Acquisition and Contract, acting on behalf of the County, reviewed the EAF, and for the reasons set forth therein, determined that there will be no adverse impact on the environment and issued a Negative Declaration. Therefore, no further environmental review is required.

The Department of Planning has advised your Committee that the Planning Board has previously reviewed A0118 and issued a report, and that since there is no change in the scope of the work and this is simply a change in the financing plan, no further action by the Planning Board is necessary at this time.

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 may only be enacted following adoption of the Capital Budget Amendment. It should also be noted that an affirmative vote of two-thirds of the members of your Honorable Board is required in order to amend the County's Capital Budget and to adopt the Bond Act.

Dated: _____, 20____
White Plains, New York

COMMITTEE ON

s: MG/9-3-25

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: A0118

☐ **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 \$ 2,476,000 **PPU** 10 **Anticipated Interest Rate** 2.67%

Anticipated Annual Cost (Principal and Interest): \$ 285,939

Total Debt Service (Annual Cost x Term): \$ 2,859,390

Finance Department: Interest rates from September 24, 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: 283

Prepared by: Dianne Vanadia

Title: Associate Budget Director

Department: Budget

Date: _____

Reviewed By:

DV 9.25.25
CA 9/25/25

Budget Director

Date:

9/25/25

TO: Michelle Greenbaum, Senior Assistant County Attorney
Jeffrey Goldman, Senior Assistant County Attorney
Carla Chaves, Senior Assistant County Attorney
Maximilian Zorn, Assistant County Attorney

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

DATE: September 16, 2025

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT
A0118 RUNWAY 16/34 REHABILITATION**

The Planning Department has reviewed the above referenced capital project (Fact Sheet Unique ID: 2912) in accordance with the State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617 (SEQR).

This project was classified as a Type I action under SEQR. Since there are no other involved agencies that are subject to SEQR for this project, the County must serve as Lead Agency and issue a determination of significance prior to approving any grant acceptances or funding for the project.

As such, this project was reviewed by the County's Board of Acquisition and Contract in connection with the authorization of grant agreements with the Federal Aviation Administration to help fund the project. In accordance with SEQR, a Full Environmental Assessment Form was prepared and on September 11, 2025, the Board of Acquisition and Contract, acting on behalf of the County of Westchester, issued a Negative Declaration (see attached Resolution #111823) for the project. Therefore, no further environmental review is required for the bond authorization.

Please do not hesitate to contact me if you have any questions regarding this matter.

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 P. Lopez, Commissioner of Planning
April Gasparri, Director of Aviation
Francisco Tejada, Airport Manager
Lauren Walsh, Deputy Airport Manager – Administration
Dianne Vanadia, Associate Budget Director
Susan Darling, Chief Planner
Michael Lipkin, Associate Planner
Claudia Maxwell, Principal Environmental Planner



Internal Memorandum
Department of Planning

To: Tami Altschiller, Assistant Chief Deputy County Attorney

From: Susan Darling, Chief Planner 

Date: 8/21/2025

Subject: Capital Budget Amendment - No-Action Memo for A0118 RUNWAY
16/34 REHABILITATION FS 2912

Department of Planning staff have discussed and reviewed the Capital Budget Amendment (CBA) A0118 RUNWAY 16/34 REHABILITATION FS 2912, with the sponsoring Department in order to determine that the project does not need further Westchester County Planning Board review. This CBA which is being added to the 2025 Capital Budget does not require review by the Westchester County Planning Board as this is a financing change with no significant changes to the original scope of the project that was previously reviewed by the Planning Board.

cc. Blanca P. López, Commissioner
David S. Kvinge, Assistant Commissioner
Michael Lipkin, Associate Planner

ACT No. _____ 2025

An Act amending the 2025 County
Capital Budget Appropriations for
Capital Project A0118 RUNWAY 16/34
REHABILITATION

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	\$37,500,000	\$15,758,000	\$53,258,000

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	\$10,395,000	\$2,081,000	\$12,476,000
Non County Shares	\$26,923,941	\$13,677,000	\$40,600,941
Cash	<u>\$181,059</u>	<u>\$0</u>	<u>\$181,059</u>
Total	\$37,500,000	\$15,758,000	\$53,258,000

Section 3. The ACT shall take effect immediately.

ACT NO. -20_____

BOND ACT AUTHORIZING THE ISSUANCE OF \$2,476,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COUNTY'S SHARE OF THE REHABILITATION OF RUNWAY 16/34 AT THE WESTCHESTER COUNTY AIRPORT, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$26,033,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$2,476,000 BONDS HEREIN AUTHORIZED; PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS; AND THE APPLICATION OF \$23,557,000 EXPECTED TO BE RECEIVED FROM THE FEDERAL AVIATION ADMINISTRATION AND INFRASTRUCTURE INVESTMENT AND JOBS ACT, AND NEW YORK STATE TO BE EXPENDED TOWARDS THE COST OF SAID SPECIFIC OBJECT OR PURPOSE OR REDEMPTION OF THE COUNTY'S OBLIGATIONS ISSUED THEREFOR, OR TO BE BUDGETED AS AN OFFSET TO THE TAXES FOR THE PAYMENT OF 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; \$2,476,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the cost the County's share of the construction of the rehabilitation of Runway 16/34 at the Westchester County Airport, consisting of upgrades to lighting, shoulders, signage, and runway end blast pads, along with the installation of in-pavement surface condition sensors, as set forth in the County's Current Year Capital Budget, as amended. The estimated maximum cost of said specific object or purpose, including preliminary costs and costs incidental thereto and the financing thereof is \$26,033,000. The plan of financing includes the issuance of \$2,476,000 bonds herein authorized and any bond anticipation notes issued in anticipation of the sale of such bonds, the levy of a tax to pay the principal of and interest on said bonds and notes, and the application of (a) \$23,404,000 expected to be received from the Federal Aviation Administration and the Infrastructure Investment and Jobs Act and (b) \$153,000 expected to be received from New York State; each to be expended towards the cost of said specific object or purpose or redemption of the County's obligations issued therefor, or to be budgeted as an offset to the taxes for the payment of 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.14 of the Law, is ten (10) years;

Section 3. Current funds are not required to be provided as a down payment pursuant to Section 107.00 d. 9. of the Law prior to issuance of the bonds authorized herein, or any bond anticipation notes issued in anticipation of the sale of such bonds. The County intends to finance, on an interim basis, the costs or a portion of the costs of said improvements for which bonds are herein authorized, which costs are reasonably expected to be reimbursed with the proceeds of debt to be incurred by the County, pursuant to this Act, in the maximum amount of

\$2,476,000. 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 \$26,033,000 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_____.

(SEAL) The Clerk and Chief Administrative Office 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 \$2,476,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COUNTY'S SHARE OF THE REHABILITATION OF RUNWAY 16/34 AT THE WESTCHESTER COUNTY AIRPORT, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$26,033,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$2,476,000 BONDS HEREIN AUTHORIZED; PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS; AND THE APPLICATION OF \$23,557,000 EXPECTED TO BE RECEIVED FROM THE FEDERAL AVIATION ADMINISTRATION AND INFRASTRUCTURE INVESTMENT AND JOBS ACT, AND NEW YORK STATE TO BE EXPENDED TOWARDS THE COST OF SAID SPECIFIC OBJECT OR PURPOSE OR REDEMPTION OF THE COUNTY'S OBLIGATIONS ISSUED THEREFOR, OR TO BE BUDGETED AS AN OFFSET TO THE TAXES FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS (Adopted _____, 20____)

Object or purpose: to finance the County's share of the cost of construction of the rehabilitation of Runway 16/34 at the Westchester County Airport, consisting of upgrades to lighting, shoulders, signage, and runway end blast pads, along with the installation of in-pavement surface condition sensors; as set forth in the County's Current Year Capital Budget, as amended.

Amount of obligations to be issued
and period of probable usefulness: \$2,476,000; ten (10) years

Dated: _____, 20____
White Plains, New York

Clerk and Chief Administrative Officer of the County Board
of Legislators of the County of Westchester, New York

CAPITAL PROJECT FACT SHEET

Project ID:* A0118	☒ CBA	Fact Sheet Date:* 06-06-2025
Fact Sheet Year:* 2025	Project Title:* RUNWAY 16/34 REHABILITATION	Legislative District ID: 6,
Category* AIRPORT	Department:* AIRPORT/DOT	CP Unique ID: 2912

Overall Project Description

This project will fund the upgrade and rehabilitation of Runway 16/34, including improvements to lighting, shoulders, signage, and runway end blast pads, as well as the installation of in-pavement surface condition sensors.

- | | | |
|---|---|--|
| ☒ Best Management Practices | ☒ Energy Efficiencies | ☒ Infrastructure |
| ☒ Life Safety | ☐ Project Labor Agreement | ☐ Revenue |
| ☐ Security | ☒ Other(FAA COMPLIANCE) | |

FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2025	2026	2027	2028	2029	Under Review
Gross	53,258	27,100	10,400	0	0	0	0	15,758
Less Non-County Shares	40,601	17,044	9,880	0	0	0	0	13,677
Net	12,657	10,056	520	0	0	0	0	2,081

Expended/Obligated Amount (in thousands) as of : 24,734

Current Bond Description: Funding is requested to support the County's share of construction costs for the rehabilitation of Runway 16/34. The scope of work includes upgrades to lighting, shoulders, signage, and runway end blast pads, along with the installation of in-pavement surface condition sensors. This project is eligible for federal assistance through the Federal Aviation Administration (FAA) Airport Improvement Program (AIP) and the Infrastructure Investment and Jobs Act (IIJA).

Financing Plan for Current Request:

Non-County Shares:	\$ 23,557,000
Bonds/Notes:	2,476,000
Cash:	0
Total:	\$ 26,033,000

SEQR Classification:

TYPE I

Amount Requested:

2,476,000

Expected Design Work Provider:

- | | | |
|---------------------------------------|--|---|
| ☐ County Staff | ☒ Consultant | ☐ Not Applicable |
|---------------------------------------|--|---|

Comments:

A capital budget amendment in the amount of \$15,758,000 is requested and currently under review to address increased construction costs as well as additional safety related scope required by the FAA Advisory Circulars. This amount includes a 10% contingency, which is consistent with the project's scale and complexity. Should the contingency be required, it will be included in future applications for federal funding.

A portion of the federal funding will be provided through the FAA Airport Improvement Program (AIP), which operates under a 90%-5%-5% cost-sharing structure: 90% funded by the federal government, 5% by New York State, and 5% by the Airport Sponsor, Westchester County. Additional federal support will be available through the Infrastructure Investment and Jobs Act (IIJA), which follows a 90%-10% cost share, with the remaining 10% covered by the County.

Upon approval of this Capital Budget Amendment, the anticipated total funding breakdown for this phase is as follows:

\$23,404,000 from federal sources
 \$153,000 from New York State
 \$2,476,000 from Westchester County

These figures are subject to change pending future federal grant authorizations.

Energy Efficiencies:

UPGRADING RUNWAY LIGHTING FROM INCANDESCENT TO LED SIGNIFICANTLY IMPROVES ENERGY EFFICIENCY BY REDUCING POWER CONSUMPTION, LOWERING MAINTENANCE COSTS, AND EXTENDING FIXTURE LIFESPAN.

Appropriation History:

Year	Amount	Description
2014	2,000,000	DESIGN FOR THIS PROJECT
2015	20,000,000	CONSTRUCTION
2019	4,000,000	CHANGE IN FINANCING - DECREASE PFC BY \$20,000,000 ; INCREASE FAA FUNDING OF \$13,358,000 ; INCREASE IN NYS FUNDING OF \$767,000 ; INCREASE IN FUNDS ARE FOR ADDITIONAL CONSTRUCTION FOR RUNWAY 16/34
2021	250,000	ENVIRONMENTAL PLANNING, PREPARATION OF NEPA FOR RUNWAY 16/34 IMPROVEMENTS
2024	850,000	DESIGN AND ENVIRONMENTAL PLANNING TO REHABILITATE RUNWAY 16/34

Total Appropriation History:

27,100,000

Financing History:

Year	Bond Act #	Amount	Issued	Description
19	42	10,000,000	5,305,540	RUNWAY 16/34 REHABILITATION AT WESTCHESTER COUNTY AIRPORT

Total Financing History:

10,000,000

Recommended By:

Department of Planning	Date
MLLL	09-03-2025
Department of Public Works	Date
RJB4	09-03-2025
Budget Department	Date
DEV9	09-03-2025
Requesting Department	Date
LGFA	09-03-2025

RUNWAY 16/34 REHABILITATION (A0118)

User Department : Airport/DOT

Managing Department(s) : Airport/DOT ; 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	37,500	27,100	24,734	10,400					
Non County Share	(26,924)	(17,044)	(21,424)	(9,880)					
Total	10,576	10,056	3,310	520					

Project Description

This project provides for the rehabilitation of Runway 16/34.

Current Year Description

The current year request funds construction to rehabilitate Runway 16/34's lighting circuits, edge lights, shoulders, signage and runway end blast pads.

Current Year Financing Plan

Year	Bonds	Cash	Non County Shares	Total
2025	520,000		9,880,000	10,400,000

Impact on Operating Budget

The impact on the Airport Special Revenue Fund is the appropriation of Cash to Capital and the debt service associated with the issuance of bonds.

Appropriation History

Year	Amount	Description	Status
2014	2,000,000	Design for this project	COMPLETE
2015	20,000,000	Construction	COMPLETE
2019	4,000,000	Change in financing - decrease PFC by \$20,000,000 ; increase FAA funding of \$13,358,000 ; increase in NYS funding of \$767,000 ; increase in funds are for additional construction for Runway 16/34	COMPLETE
2021	250,000	Environmental planning, preparation of NEPA for runway 16/34 improvements	AWAITING BOND AUTHORIZATION
2024	850,000	Design and environmental planning to rehabilitate Runway 16/34	DESIGN
Total	27,100,000		

RUNWAY 16/34 REHABILITATION (A0118)

Prior Appropriations

	Appropriated	Collected	Uncollected
Bond Proceeds	9,875,000	5,305,540	4,569,460
Federal Funds	16,148,000	20,537,972	(4,389,972)
Funds Revenue	181,059	181,059	
State Funds	895,941	885,759	10,182
Others			
Total	27,100,000	26,910,329	189,671

Bonds Authorized

Bond Act	Amount	Date Sold	Amount Sold	Balance
42 19	10,000,000	12/10/19	727,634	4,694,460
		12/10/19	143,689	
		04/30/20	3,510,696	
		12/01/22	818,642	
		12/01/22	81,358	
		11/30/23	21,411	
		11/30/23	2,109	
Total	10,000,000		5,305,540	4,694,460



September 19, 2025

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

Dear Honorable Members of the Board of Legislators:

Transmitted herewith for your review and approval is a bond act (the "Bond Act") which, if adopted by your Honorable Board, would authorize the County of Westchester (the "County") to issue up to \$3,000,000.00 in bonds of the County to finance a component of capital project BPL26 - Flood Mitigation ("BPL26"). Also attached is an act (the "Act") authorizing an intermunicipal agreement (the "IMA") with the Village of Bronxville (the "Village") setting forth the terms of the flood mitigation project (the "Project").

The Bond Act, in the amount of \$3,000,000, would finance the County's share of the cost of a flood mitigation project in the area of Crawford Street, in the Village of Bronxville, identified as Flood Problem Area ECH-3 in the Stormwater Reconnaissance Plan for the Coastal Long Island Sound Basin.

Design has been completed by the Village. It is estimated that construction will take two years to complete and will begin after execution of the IMA and award and execution of the construction contracts.

The proposed IMA sets forth the responsibilities of the County and the Village in connection with the Project. Under the proposed IMA, the Village will grant the County a non-exclusive easement over the Property in order to facilitate the issuance of County bonds to finance the capital project's construction and such easement shall encumber the Property for so long as the bonds of the County are outstanding. The Village shall construct, operate, maintain, repair, replace, inspect or restore the Project. In accordance with the IMA, the County and the Village will each provide up to fifty (50%) percent of the total cost of the project which is estimated to be \$5,950,000. The County will pay to the Village, on a reimbursement basis, an amount not to exceed \$2,975,000. Should the project costs exceed the amount contributed by the County, the Village shall be solely responsible for any additional amount. Following construction, the Village will be responsible for the operation, maintenance, scheduling and security of the Property and the Project at its expense. The term of the IMA will commence upon execution, and will continue for a period at least equal to the life of any County bonds issued to fund the Project, which is estimated to be thirty (30) years.

In 2011 your Honorable Board enacted the Westchester County Storm Water Management Law ("SWML") to assist municipalities with storm water management (flood mitigation). See Laws of

Westchester County Chapter 241, Article III-A, Sections 241.252-241.260. The SWML provides for the evaluation of flooding within the County through preparation of watershed “reconnaissance plans,” and the SWML authorizes County cooperation with municipalities, including funding assistance, to improve storm water management and reduce flooding.

By Act No. 134 – 2014, your Honorable Board approved the Stormwater Reconnaissance Plan for the Coastal Long Island Sound Watershed dated August 4, 2014. The Village is identified as an area of recurring flooding in this plan. Criteria for funding stormwater management (flood mitigation) projects are also described in the plan, including discretionary fund policy requirements to affirmatively further fair housing. The IMA requires the Village to adopt regulations and policies consistent with the flood mitigation criteria in the Stormwater Reconnaissance Plan for the Coastal Long Island Sound Watershed.

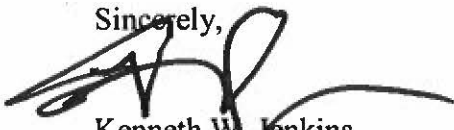
It should be noted that your Honorable Board has previously authorized the County to issue bonds which have financed prior components of this project as set forth in the attached fact sheet.

It should also be noted that since BPL26 is a “general fund” project, specific components are subject to a capital budget amendment. Section 1 of the Bond Act authorizes an amendment to the County’s capital budget to the extent the project scope is inconsistent with any details set forth in the current capital budget. Accordingly, the Bond Act, in addition to authorizing the issuance of bonds for this project, will also amend the 2025 capital budget to reflect the specific location of this project component.

In addition, section 167.131 of the Laws of Westchester County mandates that a capital budget amendment that introduces a new capital project or changes the location, size or character of an existing capital project be accompanied to the Board of Legislators by a report of the Westchester County Planning Board (the “Planning Board”) with respect to the physical planning aspects of the project. Accordingly, the Planning Board Report for BPL26 is annexed.

Based upon the foregoing, I recommend the adoption of the aforementioned Bond Act as well as the Act authorizing the IMA.

Sincerely,



Kenneth W. Jenkins
Westchester County Executive

Attachments

**THE HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER**

Your Committee is in receipt of a transmittal from the County Executive recommending approval of a bond act (the "Bond Act"), which if adopted, would authorize the County of Westchester (the "County") to issue up to \$3,000,000.00 in bonds to finance a component of capital project BPL26 - Flood Mitigation ("BPL26"). Also attached is an act (the "Act") authorizing an intermunicipal agreement (the "IMA") with the Village of Bronxville (the "Village") setting forth the terms of the flood mitigation project (the "Project").

Your Committee is advised that the Bond Act, in the amount of \$3,000,000, prepared by the law firm of Hawkins Delafield & Wood LLP, would finance the County's share of the cost of a flood mitigation project in the area of Crawford Street, in the Village of Bronxville, identified as Flood Problem Area ECH-3 in the Stormwater Reconnaissance Plan for the Coastal Long Island Sound Basin.

Design has been completed by the Village. It is estimated that construction will take two years to complete and will begin after execution of the IMA and award and execution of the construction contracts.

The proposed IMA sets forth the responsibilities of the County and the Village in connection with the Project. Under the proposed IMA, the Village will grant the County a non-exclusive easement over the Property in order to facilitate the issuance of County bonds to finance the capital project's construction and such easement shall encumber the Property for so long as the bonds of the County are outstanding. The Village shall construct, operate, maintain, repair, replace, inspect or restore the Project. In accordance with the IMA, the County and the Village will each provide up to fifty (50%) percent of the total cost of the project which is estimated to be \$5,950,000. The County will pay to the Village, on a reimbursement basis, an amount not to exceed \$2,975,000. Should the project costs exceed the amount contributed by the County, the Village shall be solely responsible for any additional amount. Following construction, the Village will be responsible for the operation, maintenance, scheduling and security of the Property and the Project at its expense. The term of the IMA will commence upon execution, and will continue

for a period at least equal to the life of any County bonds issued to fund the Project, which is estimated to be thirty (30) years.

In 2011 your Honorable Board enacted the Westchester County Storm Water Management Law ("SWML") to assist municipalities with storm water management (flood mitigation). See Laws of Westchester County Chapter 241, Article III-A, Sections 241.252-241.260. The SWML provides for the evaluation of flooding within the County through preparation of watershed "reconnaissance plans," and the SWML authorizes County cooperation with municipalities, including funding assistance, to improve storm water management and reduce flooding.

By Act No. 134 – 2014, your Honorable Board approved the Stormwater Reconnaissance Plan for the Coastal Long Island Sound Watershed dated August 4, 2014. The Village is identified as an area of recurring flooding in this plan. Criteria for funding stormwater management (flood mitigation) projects are also described in the plan, including discretionary fund policy requirements to affirmatively further fair housing. The IMA requires the Village to adopt regulations and policies consistent with the flood mitigation criteria in the Stormwater Reconnaissance Plan for the Coastal Long Island Sound Watershed.

Your Committee notes that this Honorable Board has previously authorized the County to issue bonds which have financed prior components of this project as set forth on the attached fact sheet.

Your Committee is further advised that since BPL26 is a "general fund" project, specific components are subject to a capital budget amendment. Section 1 of the Bond Act authorizes an amendment to the County's capital budget to the extent the project scope is inconsistent with any details set forth in the current capital budget. Accordingly, the Bond Act, in addition to authorizing the issuance of bonds for this project, will also amend the 2025 capital budget to reflect the specific location of this project component.

In addition, section 167.131 of the Laws of Westchester County mandates that a capital budget amendment that introduces a new capital project or changes the location, size or character of an existing capital project be accompanied to the Board of Legislators by a report of the Westchester County Planning Board (the "Planning Board") with respect to the physical planning aspects of the project. Accordingly, the Planning Board Report for BPL26 is annexed.

The Planning Department has advised that the Village of Bronxville classified this project as an Unlisted action. On July 17, 2025, the Village Board of Trustees issued a notice of intent to serve as lead agency and circulated Part 1 of a short Environmental Assessment Form. On September 8, 2025, the Village Board issued a Negative Declaration for the project. Since the Village undertook coordinated review and the County was included as an involved agency, then, in accordance with 6 NYCRR, 617.6(b)(3), no further environmental review is required by the County.

Please note that an affirmative vote of two-thirds of the members of your Honorable Board is required in order to adopt the Bond Act, while a simple majority of the voting strength of your Honorable Board is required to adopt the Act authorizing the IMA.

Based on the importance of this project to the County, your Committee recommends favorable action on the annexed Bond Act and Act authorizing the IMA.

Dated: _____, 2025

White Plains, New York

COMMITTEE ON

C:MG/9-17-25

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: BPL26

☐ NO FISCAL IMPACT PROJECTED

SECTION A - CAPITAL BUDGET IMPACT

To Be Completed by Budget

☒ GENERAL FUND

☐ AIRPORT FUND

☐ SPECIAL DISTRICTS FUND

Source of County Funds (check one):

☒ Current Appropriations

☐ Capital Budget Amendment

CRAWFORD ST VILLAGE OF BRONXVILLE

SECTION B - BONDING AUTHORIZATIONS

To Be Completed by Finance

Total Principal \$ 3,000,000 PPU 30 Anticipated Interest Rate 4.12%

Anticipated Annual Cost (Principal and Interest): \$ 177,767

Total Debt Service (Annual Cost x Term): \$ 5,333,010

Finance Department: Interest rates from September 18, 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

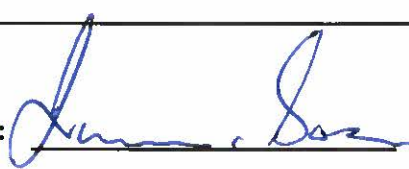
Number of Full Time Equivalent (FTE) Jobs Funded: 32

Prepared by: Obed Varughese

Title: Associate Planner

Department: Planning

Date: 9/22/25

Reviewed By: 

09/23/25
9/23/25

Budget Director

Date: 9/23/25

TO: Michelle Greenbaum, Senior Assistant County Attorney
Jeffrey Goldman, Senior Assistant County Attorney
Carla Chaves, Senior Assistant County Attorney
Maximilian Zorn, Assistant County Attorney

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

DATE: September 16, 2025

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT:
BPL26 FLOOD MITIGATION – CRAWFORD DRAINAGE BASIN
IMPROVEMENTS**

The Planning Department has reviewed the above referenced capital project (Fact Sheet Unique ID: 2980) with respect to the State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617 (SEQR).

Pursuant to SEQR, the Village of Bronxville classified this project as an Unlisted action. On July 17, 2025, the Village Board of Trustees issued a notice of intent to serve as lead agency and circulated Part 1 of a short Environmental Assessment Form. On September 8, 2025, the Village Board issued a Negative Declaration for the project. Since the Village undertook coordinated review and the County of Westchester was included as an involved agency, then, in accordance with section 617.6(b)(3), no further environmental review is required by the County.

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

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
Blanca P. Lopez, Commissioner of Planning
Dianne Vanadia, Associate Budget Director
Susan Darling, Chief Planner
Michael Lipkin, Associate Planner
Claudia Maxwell, Principal Environmental Planner

BPL26 Flood Mitigation

FIVE YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Approp- riated	2025	2026	2027	2028	2029	Under Review
Gross	120,750	76,500	44,250					
Non-County Share								
County Share	120,750	76,500	44,250					

Project Description

This project provides funding for County and local municipal flood mitigation projects that are recommended by the County Stormwater Advisory Board and identified in watershed-based flood action plans and the County-wide hazard mitigation plan and proposed by local municipalities. Grants and other funding sources will be sought to the greatest extent practical.

The 2025 Capital Budget Amendment to BPL26 Flood Mitigation for the site specific Crawford Drainage Basin Improvements in the Village of Bronxville will reduce flood risk for downstream properties, including areas described as Flood Problem Area ECH-3 in the stormwater reconnaissance plan for the Coastal Long Island Sound Basin. The total cost of the project is \$5.95M. Approximately half of the project cost in the amount of \$3M will utilize already appropriated funds from BPL26 Flood Mitigation. The project has received a recommendation from the Westchester Stormwater Advisory Board.

Appropriation Requests

2009: \$5,400,000 for Flood Mitigation of County facilities.

2012: \$5,000,000 for Flood mitigation.

2013: \$5,000,000 for Flood mitigation.

2015: \$150,000 for Flood mitigation.

2016: \$5,000,000 for Flood mitigation.

2021: \$200,000 for Flood mitigation.

2022: \$11,000,000 for Flood mitigation.

2023: \$17,500,000 for Flood mitigation

1. \$17,000,000 for Village of Mamaroneck from the Sheldrake and Mamaroneck Rivers.

2. BOL add of \$300,000 for Town of Mamaroneck Drainage Study,

3. \$200,000 for Yonkers Scotti Field flood projects, and

2024 BOL adds (\$27,250,000 total)

1. Pelham Flood Mitigation, \$16,000,000

2. Pelham Manor Flood Mitigation, \$6,000,000

3. Bronxville Stormwater Conveyance system, \$ 200,000

4. City of Rye Stormwater System Improvements for Flood Mitigation, \$250,000

5. County Share of ACE Project in Village of Mamaroneck, \$4,000,000

6. Flood Mitigation Study - Village of Mamaroneck Jefferson Avenue Parking Lot, \$150,000

7. Village of Mamaroneck Detention Retention Enhancement Study, \$150,000

8. Ardsley Road and Edgemont Road Drainage Study in Edgemont, \$500,000

2025: \$10M additional flood mitigation funds for continuation of this project. \$34,250,000 for BOL additions to the 2025 appropriations

Justification

The program enables Westchester County to construct projects and partner with municipalities and other government agencies to provide funding for flood mitigation or flood damage reduction projects. Through partnerships with our municipalities and other government entities such as the US Army Corps of Engineers and NYS Department of Environmental Conservation, the County will work to reduce flooding problems and impacts on people and property throughout Westchester County.

Consistency with Programs or Plans

This project is consistent with the policies of “**Westchester 2025**”, the County’s long-range land use policies. As per Westchester County policy, stormwater management must be addressed with every capital project where feasible.

Planning Board Analysis

PL2 Planning Department staff will monitor the progress of design to address physical and environmental planning concerns including the stormwater management. Standards contained in the “Management Design Manual and the NYS Standards and Specifications for Erosion and Sediment Control” should be maintained.

ACT NO. -20 _____

BOND ACT AUTHORIZING THE ISSUANCE OF \$3,000,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COUNTY'S SHARE OF THE COST OF A FLOOD MITIGATION PROJECT IN THE VILLAGE OF BRONXVILLE, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$3,000,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$3,000,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS (Adopted _____, 20____)

BE IT ENACTED BY THE COUNTY BOARD OF LEGISLATORS OF THE COUNTY OF WESTCHESTER, NEW YORK (by the affirmative vote of not less than two-thirds of the voting strength of said Board), AS FOLLOWS:

Section 1. Pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the "Law"), the Westchester County Administrative Code, being Chapter 852 of the Laws of 1948, as amended, an Intermunicipal Agreement between the County and the Village of Bronxville, and to the provisions of other laws applicable thereto; \$3,000,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the County's share of the cost of a flood mitigation project in the area of Crawford Street, in the Village of Bronxville, identified as Flood Problem Area ECH-3 in the Stormwater Reconnaissance Plan for the Coastal Long Island Sound Basin, as set forth in the County's Current Year Capital Budget, as amended. To the extent that the details set forth in this act are inconsistent with any details set forth in the Current Year Capital

Budget of the County, such Budget shall be deemed and is hereby amended. The estimated maximum cost of the County's share of said specific object or purpose, including preliminary costs and costs incidental thereto and the financing thereof is \$3,000,000. The plan of financing includes the issuance of \$3,000,000 bonds herein authorized, and any bond anticipation notes issued in anticipation of the sale of such bonds, and the levy of a tax to pay the principal of and interest on said bonds and notes.

Section 2. The period of probable usefulness of said specific object or purpose, within the limitations of Section 11.00 a. 3 of the Law, is thirty (30) years;

Section 3. Current funds are not required to be provided as a down payment pursuant to Section 107.00 d. 9. of the Law prior to issuance of the bonds authorized herein, or any bond anticipation notes issued in anticipation of the sale of such bonds. The County intends to finance, on an interim basis, the costs or a portion of the costs of said improvements for which bonds are herein authorized, which costs are reasonably expected to be reimbursed with the proceeds of debt to be incurred by the County, pursuant to this Act, in the maximum amount of \$3,000,000. 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 \$3,000,000 as the estimated maximum cost of the aforesaid specific object or purpose is hereby approved.

Section 5. Subject to the provisions of this Act and of the Law, and pursuant to the provisions of §30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals thereof, and of §§50.00, 56.00 to 60.00 and 168.00 of said Law, the powers and duties of the County Board of Legislators relative to authorizing the issuance of any notes in anticipation of the sale of the bonds herein authorized, or the renewals thereof, relative to providing for

substantially level or declining annual debt service, relative to prescribing the terms, form and contents and as to the sale and issuance of the respective amounts of bonds herein authorized, and of any notes issued in anticipation of the sale of said bonds or the renewals of said notes, and relative to executing agreements for credit enhancement, are hereby delegated to the Commissioner of Finance of the County, as the chief fiscal officer of the County.

Section 6. Each of the bonds authorized by this Act and any bond anticipation notes issued in anticipation of the sale thereof shall contain the recital of validity prescribed by §52.00 of said Local Finance Law and said bonds and any notes issued in anticipation of said bonds shall be general obligations of the County of Westchester, payable as to both principal and interest by general tax upon all the taxable real property within the County. The faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and any notes issued in anticipation of the sale of said bonds or the renewals of said notes, and provision shall be made annually in the budgets of the County by appropriation for (a) the amortization and redemption of the notes and bonds to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 7. The validity of the bonds authorized by this Act and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

(a) such obligations are authorized for an object or purpose for which the County is not authorized to expend money, or

(b) the provisions of law which should be complied with at the date of the publication of this Act or a summary hereof, are not substantially complied with,

and an action, suit or proceeding contesting such validity, is commenced within twenty days after the date of such publication, or

(c) such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This Act shall take effect in accordance with Section 107.71 of the Westchester County Charter.

* * *

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

I HEREBY CERTIFY that I have compared the foregoing Act No. -20 _____ with the original on file in my office, and that the same is a correct transcript therefrom and of the whole of the said original Act, which was duly adopted by the County Board of Legislators of the County of Westchester on _____, 20 _____ and approved by the County Executive on _____, 20 _____.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said County Board of Legislators this _____ day of _____, 20 _____.

The Clerk and Chief Administrative Office of the
County Board of Legislators County of Westchester,
New York

(SEAL)

LEGAL NOTICE

A Bond Act, a summary of which is published herewith, has been adopted by the Board of Legislators on _____, 20____ and approved by the County Executive on _____, 20____ and the validity of the obligations authorized by such Bond Act may be hereafter contested only if such obligations were authorized for an object or purpose for which the County of Westchester, in the State of New York, is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this Notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the publication of this Notice, or such obligations were authorized in violation of the provisions of the Constitution.

Complete copies of the Bond Act summarized herewith shall be available for public inspection during normal business hours at the Office of the Clerk of the Board of Legislators of the County of Westchester, New York, for a period of twenty days from the date of publication of this Notice.

ACT NO. _____-20_____

BOND ACT AUTHORIZING THE ISSUANCE OF \$3,000,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COUNTY'S SHARE OF THE COST OF A FLOOD MITIGATION PROJECT IN THE VILLAGE OF BRONXVILLE, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$3,000,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$3,000,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS (Adopted _____, 20____)

Object or purpose: to finance the County's share of the cost of a flood mitigation project in the area of Crawford Street, in the Village of Bronxville, identified as Flood Problem Area ECH-3 in the Stormwater Reconnaissance Plan for the Coastal Long Island Sound Basin; as set forth in the County's Current Year Capital Budget, as amended.

Amount of obligations to be issued
and period of probable usefulness: \$3,000,000; thirty (30) years

Dated: _____, 20____
White Plains, New York

Clerk and Chief Administrative Officer of the County Board
of Legislators of the County of Westchester, New York

CAPITAL PROJECT FACT SHEET

Project ID:* BPL26	☒ CBA	Fact Sheet Date:* 06-13-2025
Fact Sheet Year:* 2025	Project Title:* FLOOD MITIGATION	Legislative District ID: 15
Category* BUILDINGS, LAND & MISCELLANEOUS	Department:* PLANNING	CP Unique ID: 2980

Overall Project Description

This project is intended to provide a share of the cost of funding flood mitigation projects that are proposed by local municipalities and approved by the County, as well as provide funding for watershed analyses and project development plans prepared by the County or in partnership with state and federal agencies. This is a general fund, specific projects are subject to a Capital Budget Amendment.

- | | | |
|---|--|--|
| ☒ Best Management Practices | ☐ Energy Efficiencies | ☒ Infrastructure |
| ☒ Life Safety | ☐ Project Labor Agreement | ☐ Revenue |
| ☐ Security | ☒ Other(COMMUNITY RESILIENCE/FLOOD MITIGATION) | |

FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2025	2026	2027	2028	2029	Under Review
Gross	155,750	76,500	44,250	5,000	5,000	5,000	0	20,000
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	155,750	76,500	44,250	5,000	5,000	5,000	0	20,000

Expended/Obligated Amount (in thousands) as of : 13,361

Current Bond Description: This funding request is for the implementation of a project to alleviate flooding in the area of Crawford Street in the Village of Bronxville, identified as Flood Problem Area ECH-3 in the Stormwater Reconnaissance Plan for the Costal Long Island Sound Basin.

Financing Plan for Current Request:

Non-County Shares:	\$	0
Bonds/Notes:		3,000,000
Cash:		0
Total:		\$ 3,000,000

SEQR Classification:

UNLISTED

Amount Requested:

3,000,000

Expected Design Work Provider:

- | | | |
|---------------------------------------|-------------------------------------|--|
| ☐ County Staff | ☐ Consultant | ☒ Not Applicable |
|---------------------------------------|-------------------------------------|--|

Comments:

Energy Efficiencies:

Appropriation History:

Year	Amount	Description
2009	5,400,000	MAMARONECK AND SHELDRAKE RIVERS BASIN FLOOD DAMAGE REDUCTION STUDY; FOUR LOCAL MUNICIPAL FLOOD PROJECTS
2012	5,000,000	FLOOD MITIGATION PROJECTS TO BE DETERMINED
2013	5,000,000	FLOOD RELATED PROJECTS
2015	150,000	DESIGN OF A COUNTYWIDE SYSTEM OF STREAM AND STORM GAUGES
2016	5,000,000	CONTINUATION OF THIS PROJECT
2021	200,000	DESIGN AND INSTALLATION OF A MAINTENANCE GATE AT SPRAIN BROOK, YONKERS
2022	11,000,000	THE US ARMY CORPS OF ENGINEERS' PROJECT IN THE VILLAGE OF MAMARONECK/SHELDRAKE AND MAMARONECK RIVERS
2023	17,500,000	\$10,300,000 CONTINUATION OF THIS PROJECT; \$7,000,000 FOR MAMARONECK/SHELDRAKE RIVERS, AND \$200,000 FOR CITY OF YONKERS SCOTTI FIELD FLOOD PROJECT
2024	27,250,000	CONTINUATION OF THIS PROJECT
2025	44,250,000	CONTINUATION OF THIS PROJECT

Total Appropriation History:

120,750,000

Financing History:

Year	Bond Act #	Amount	Issued	Description
09	79	900,000	899,501	FLOOD MITIGATION STUDY: MAM'K & SHELDRAKE RIVERS BASIN
09	140	2,441,625	2,441,625	COUNTY PORTION OF FLOOD MITIGATION PROJECT IN COUNTY
17	11	2,974,875	2,502,239	COUNTY PORTION OF FLOOD MITIGATION PROJECT IN COUNTY (AMMENDED)
18	171	0	0	FUNDING FOR AN ENGINEERING STUDY TO DEVELOP A SOLUTION FOR FLOODING IN RYE BROOK, AVON CIRCLE AREA
19	107	300,000	238,764	INITIAL DESIGN OF PROJECT TO MITIGATE FLOODING ALONG THE HUTCHINSON RIVER
19	247	0	0	RECONSTRUCT THE HILLSIDE AVENUE BRIDGE IN THE VILLAGE OF MAMARONECK
21	171	350,000	111,070	FLOOD MITIGATION-TOWN OF NEW CASTLE (UNIKES ID# 1694)
21	175	270,000	221,546	FLOOD MITIGATION-YONKERS (UNIKES ID# 1692)
22	85	130,000	0	FLOOD MITIGATION-DOBBS FERRY (UNIKES ID# 1948)
22	92	2,200,000	0	FLOOD MITIGATION-MAMARONECK (UNIQUE ID# 1857)
22	54	1,200,000	55,694	FLOOD MITIGATION-PEEKSKILL (UNIKES ID# 1999)
22	95	0	0	FLOOD MITIGATION-BRIARCLIFF MANOR (UNIQUE ID# 1953)
23	23	2,500,000	562,627	RECONSTRUCT HILLSIDE AVENUE BRIDGE, VILLAGE OF MAMARONECK (UNIQUE ID#2001)
23	196	150,000	0	FLOOD MITIGATION (ID 2235)
23	198	3,870,000	0	FLOODING IN RYE BROOK, AVON CIRCLE AREA - (ID 2236)
23	206	121,250	0	FLOOD MITIGATION - HARRISON AVE YONKERS (ID 2324)
23	208	128,750	0	FLOOD MITIGATION - CLUNIE AVE YONKERS (ID 2326)
24	81	2,000,000	0	FLOOD MITIGATION STUDY - ID 2448
24	30	0	0	FLOOD MITIGATION-BRIARCLIFF MANOR (UNIQUE ID# 1953) (RECIND BOND ACT 95-22)
24	186	450,000	0	HARTSDALE BROOK AREA STUDY

Total Financing History:

19,986,499

Recommended By:

Department of Planning

MLLL

Date

07-01-2025

Department of Public Works

GGKK

Date

07-09-2025

Budget Department

CNRA

Date

07-10-2025

Requesting Department

DSK2

Date

07-10-2025

FLOOD MITIGATION (BPL26)

User Department : Planning

Managing Department(s) : Planning ;

Estimated Completion Date: TBD

Planning Board Recommendation: Project approved in concept but subject to subsequent staff review.

FIVE YEAR CAPITAL PROGRAM (in thousands)

	Est Ult Cost	Appropriated	Exp / Obl	2025	2026	2027	2028	2029	Under Review
Gross	155,750	76,500	13,347	44,250	5,000	5,000	5,000		20,000
Non County Share									
Total	155,750	76,500	13,347	44,250	5,000	5,000	5,000		20,000

Project Description

This project is intended to provide a share of the cost of funding flood mitigation projects that are proposed by local municipalities and approved by the County, as well as provide funding for watershed analyses and project development plans prepared by the County or in partnership with state and federal agencies. This is a general fund, specific projects are subject to a Capital Budget Amendment.

Current Year Description

The current year request funds the continuation of this project.

Current Year Financing Plan

Year	Bonds	Cash	Non County Shares	Total
2025	44,250,000			44,250,000

Impact on Operating Budget

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

FLOOD MITIGATION (BPL26)

Appropriation History

Year	Amount	Description	Status
2009	5,400,000	Mamaroneck and Sheldrake Rivers basin flood damage reduction study; Four local municipal flood projects	COMPLETE
2012	5,000,000	Flood Mitigation Projects to be Determined	\$850,000 DESIGN; \$4,150,000 CONSTRUCTION
2013	5,000,000	Flood related projects	\$1,500,000 COMPLETE; \$3,350,000 CONSTRUCTION; \$150,000 DESIGN
2015	150,000	Design of a countywide system of stream and storm gauges	AWAITING BOND AUTHORIZATION
2016	5,000,000	Continuation of this project	\$3,113,500 DESIGN; \$1,886,500 CONSTRUCTION; \$863,500 AWAITING BOND AUTHORIZATION
2021	200,000	Design and installation of a maintenance gate at Sprain Brook, Yonkers	AWAITING BOND AUTHORIZATION
2022	11,000,000	The US Army Corps of Engineers' project in the Village of Mamaroneck/Sheldrake and Mamaroneck rivers	AWAITING BOND AUTHORIZATION
2023	17,500,000	\$10,300,000 continuation of this project; \$7,000,000 for Mamaroneck/Sheldrake Rivers, and \$200,000 for City of Yonkers Scotti Field flood project	AWAITING BOND AUTHORIZATION
2024	27,250,000	Continuation of this project	AWAITING BOND AUTHORIZATION
Total	76,500,000		

Prior Appropriations

	Appropriated	Collected	Uncollected
Bond Proceeds	76,500,000	6,891,825	69,608,175
Total	76,500,000	6,891,825	69,608,175

FLOOD MITIGATION (BPL26)

Bonds Authorized

Bond Act	Amount	Date Sold	Amount Sold	Balance
79 09	900,000	12/02/10	358,000	499
		12/02/10	(358,000)	
		11/30/11	522,141	
		11/30/11	77,859	
		11/19/15	250,434	
		11/19/15	48,566	
		11/19/15	501	
140 09	2,441,625	10/24/12	740,494	
		10/24/12	75,506	
		10/24/12	6,240	
		12/10/13	852,989	
		12/10/13	104,011	
		12/10/13	2,925	
		11/19/15	334,212	
		11/19/15	64,813	
		11/19/15	669	
		12/15/16	259,766	
11 17	2,974,875	12/15/17	31,948	472,636
		12/15/17	5,866	
		12/15/17	50	
		12/15/17	29,606	
		12/15/17	5,436	
		12/15/17	46	
		12/10/18	660,625	
		12/10/19	959,846	
		12/10/19	189,546	
		12/10/19	117,641	
		12/10/19	23,231	
		04/30/20	478,398	
171 18				
107 19	300,000	12/01/21	123,508	111,040
		11/30/23	59,583	
		11/30/23	5,869	
247 19				

FLOOD MITIGATION (BPL26)

171	21	350,000	11/30/23	56,656	287,764
			11/30/23	5,581	
175	21	270,000	11/30/23	201,681	48,454
			11/30/23	19,866	
85	22	130,000			130,000
92	22	2,200,000			2,200,000
95	22				
54	22	1,200,000			1,200,000
23	23	2,500,000	11/30/23	485,406	1,966,781
			11/30/23	47,813	
196	23	150,000			150,000
198	23	3,870,000			3,870,000
206	23	121,250			121,250
208	23	128,750			128,750
30	24				
81	24	2,000,000			2,000,000
186	24	450,000			450,000
Total		19,986,500		6,849,326	13,137,174

ACT NO. 2025 - _____

AN ACT authorizing the County of Westchester to enter into an intermunicipal agreement with the Village of Bronxville in connection with a flood mitigation project (Capital Project BPL26, Unique ID# 2980).

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

Section 1. The County of Westchester (the “County”) is hereby authorized to enter into an intermunicipal agreement (the “IMA”) with the Village of Bronxville (the “Village”), in connection with a flood mitigation project to be conducted in the Village to mitigate flooding in the area of Crawford Street in the Village (the “Property”), pursuant to capital project BPL26 – Flood Mitigation (the “Project”).

§2. The County will contribute an amount of \$2,975,000.00 to finance up to 50% of the costs associated with the Project.

§3. In order to give the County the necessary interest in real property to be able to issue bonds towards the Project, the Village shall grant a non-exclusive easement in, on, over, under and through the Property where the Project is located to the County, for a term commencing upon execution and continuing for a period at least equal to the life of any County bonds issued by the County for the construction of the Project, estimated to be thirty (30) years.

§4. The term of the IMA shall commence upon execution thereof by both parties and approval of same by the Office of the County Attorney, and shall continue for the life of the bonds issued by the County for the construction of the Project, estimated to be thirty (30) years.

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

§6. This Act shall take effect immediately.

AGREEMENT, made the day of , 2025 by and between

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601,

(hereinafter referred to as the “County”)

and

THE VILLAGE OF BRONXVILLE, a municipal corporation of the State of New York, having an office and place of business at 200 Pondfield Road, Bronxville, NY 10788,

(hereinafter referred to as the “Municipality”).

RECITALS

WHEREAS, in response to serious flooding issues throughout Westchester County, in 2011 the County enacted the Westchester County Storm Water Management Law (“SWML”) to assist municipalities with storm water management (flood mitigation). See Laws of Westchester County Chapter 241, Article III-A, Sections 241.252-241.260. The SWML provides for the evaluation of flooding within the County through preparation of watershed “reconnaissance plans”, and the SWML authorizes County cooperation with municipalities, including funding assistance, to improve storm water management and reduce flooding. The SWML authorizes the creation of a Storm Water Advisory Board (the “SWAB”) to assist County municipalities in addressing flooding; and

WHEREAS, the SWML enables the County to partner with County municipalities to provide funding for flood mitigation and/or flood damage reduction projects; and

WHEREAS, the SWML funding program is divided into “Phase I” funding and “Phase II” funding; and

WHEREAS, Phase I funding is up to fifty (50) percent toward the costs for the preparation of detailed design, specification and construction documents for flood mitigation and/or flood damage reduction projects; and

WHEREAS, Phase II funding is up to fifty (50) percent toward the costs for the implementation and construction of flood mitigation and/or flood damage reduction projects; and

WHEREAS, approval by the Board of Legislators for Phase I funding does not guarantee approval for Phase II funding; and

WHEREAS, the Municipality wishes to participate in the SWML funding program and has submitted an application to the County for Phase II financial assistance to address flooding problems within the Municipality; and

WHEREAS, a Storm Water Reconnaissance Plan has been prepared by the County departments of Planning and Public Works and Transportation pursuant to the SWML entitled the Stormwater Reconnaissance Plan for the Coastal Long Island Sound Watershed (the "Reconnaissance Plan"); and

WHEREAS, the Reconnaissance Plan was recommended by the SWAB to the County Executive and the Board of Legislators; and

WHEREAS, the Board of Legislators approved the Reconnaissance Plan on August 4th 2014 by Act No. 134 - 2014; and

WHEREAS, the area of flooding for which the Municipality wishes to participate in the SWML funding program is identified in a study or as a flood problem area in the Reconnaissance Plan; and

WHEREAS, pursuant to the SWML funding program and in an effort to protect County-owned and/or managed infrastructure, assets and property, including the protection of County bridges, sanitary sewer and/or storm water pipes, and County parkland and other municipal and private property, the County desires to contribute Phase II funding to the costs of a flood mitigation and/or flood damage reduction project known as the Crawford Street Drainage Improvements (the "Project"), and further described herein, to be undertaken by the Municipality; and

WHEREAS, the Municipality has prepared designs, specifications and construction documents for the Project and the Project has been presented to and received support from the County Stormwater Advisory Board.

NOW, THEREFORE, in consideration of the mutual representations, covenants and agreements herein set forth, the County and the Municipality, each binding itself, its successors and assigns, do mutually promise, covenant and agree as follows:

ARTICLE I

TERM

Section 1.0. The recitals are hereby incorporated by reference into the body of this Agreement.

Section 1.1. The term of this Agreement shall be for a period commencing upon full execution thereof by both parties and approval of same by the Office of County Attorney, as evidenced by the date at the top of Page 1 of this Agreement, and shall continue for a period equal to or greater than the life of any bonds issued by the County to fund the County's portion of the Project.

ARTICLE II

TERMS OF PAYMENT, EASEMENT AND MUNICIPALITY REPRESENTATIONS

Section 2.0. Pursuant to the County's SWML funding program and in an effort to protect County-owned and/or managed infrastructure, assets and property, including the protection of County bridges, sanitary sewer and/or stormwater pipes, and County parkland and other municipal and private property, the County desires at this time to contribute Phase II funding toward construction costs of the Project, including any associated final designs and specifications. The Project is owned by the Municipality and consists of flood mitigation and/or flood damage reduction work. The scope of work for this Phase II funding agreement is more fully described in Schedule "A", attached hereto and made a part hereof. In consideration for the County's aforesaid contribution, the Municipality represents that it shall complete the design, specification, construction documents and construction of the Project in accordance with Schedule "A" and all of the other terms of this Agreement.

The County agrees to finance the design, specification, construction documents and construction for the Project on a reimbursement basis. It is recognized and understood by the Municipality that at the time of execution of this Agreement, the County has obtained appropriations and bonding authority to fund up to \$2,975,000.00 for the construction of the Project. The County share of the construction of the Project shall not exceed that amount. Eligible project construction costs up to \$5,950,000.00 shall be paid up to fifty (50) percent by the County (up to \$2,975,000.00) and fifty (50) percent by the Municipality; provided, however, should the total eligible project construction costs be less than \$5,950,000.00, the County shall only be responsible for fifty (50) percent of the lesser amount. The Municipality shall be responsible for all costs in relation to the Project that exceed the County's contribution set forth herein, and under no circumstances or conditions, whether now existing or hereafter arising, or whether beyond the present contemplation of the parties, shall the County be expected or required to make any payment of any kind whatsoever or be under any other obligation or liability hereunder in connection with this Project except as herein expressly set forth.

The County does not provide or extend any warranty of fitness for a particular purpose or workmanship for any work undertaken in connection with, or paid under, this Agreement. Payment hereunder by the County shall operate as a release to the County from any and all obligations or liabilities in connection herewith to the Municipality, its contractor(s), or subcontractor(s) hereunder.

Section 2.1. The Municipality represents that within one (1) year of the date hereof that the “Flood Mitigation Criteria” developed by the SWAB and approved by the Board of Legislators will have been adopted in the Municipality’s appropriate land use regulations, guidelines and policies or in stand-alone form, and documentation of the adoption of such policies must be provided to and approved by the Commissioner of the County Department of Planning (“Planning Commissioner”). It is understood and agreed to by the Municipality that the payment of County funds under this Agreement for the Project is contingent upon the Municipality’s adoption of the aforesaid policies.

Section 2.2. The parties agree that all payments made by the County to the Municipality shall be on a reimbursement basis only. Any and all requests for payment to be made, including any request for partial payment upon completion of a portion of the Project, shall be submitted by the Municipality on properly executed payment vouchers of the County and paid only after approval by the Planning Commissioner and the Commissioner of the Westchester County Department of Public Works and Transportation (“DPWT Commissioner”). The Municipality agrees that it shall submit all documentation that the County may require to substantiate all requests for payment. All payment vouchers must be accompanied by a numbered invoice and must contain the invoice number where indicated. All invoices submitted during each calendar year shall utilize consecutive numbering and be non-repeating. In no event shall a *final* payment be made to the Municipality prior to completion of the Project and the approval of same by the Planning Commissioner and DPWT Commissioner. If at any time the Municipality shall neglect or fail to perform properly any of its obligations under this Agreement, the County shall have the right to withhold, in whole or in part, any payments otherwise due or to become due to the Municipality hereunder until such neglect or failure shall have been remedied to the reasonable satisfaction of the County.

Section 2.3. Prior to the construction of the Project, the Municipality agrees to convey to the County, its successors, and assigns a non-exclusive easement(s) (the “Easement(s)”) in, upon, under and over that portion of the Municipality’s property within which the Project is located (the “Property”),

which Easement(s) shall be substantially in the form attached hereto and made a part hereof as Schedule "B". The Municipality shall be solely responsible for obtaining any and all easements on non-Municipally-owned property needed in connection with the carrying out of the Project and shall provide copies of said easements to the Planning Commissioner. Said easements shall name Westchester County as a Grantee solely for the purposes of carrying out the work needed to accomplish the Project and said easements shall be for a term equal to or greater than the life of any bonds issued by the County to fund the County's portion of the Project.

Section 2.4. The Municipality represents warrants and guarantees that:

(a) It is a municipal corporation duly organized, validly existing under the laws of the State of New York; the execution and performance of this Agreement by the Municipality has been duly authorized by its governing body; this Agreement, and any other documents required to be delivered by the Municipality when so delivered, will constitute the legal, valid and binding obligations of the Municipality in accordance with their respective terms; and the Municipality will deliver to the County at the time of execution of this Agreement a resolution adopted by its governing body authorizing the execution of this Agreement, and any other documents required to be delivered by the Municipality, including the aforesaid Easement;

(b) The person signing this Agreement on behalf of the Municipality has full authority to bind the Municipality to all of the terms and conditions of this Agreement pursuant to the resolution granting such authority by the Municipality's governing body, as noted above;

(c) It is financially and technically qualified to perform its obligations hereunder, including without limitation, full implementation of the Project; and

(d) The Municipality acknowledges that the County is acting in reliance on the above representations.

ARTICLE III
MANAGEMENT OF THE PROJECT

Section 3.0. The Municipality shall be responsible for all construction phases of the Project, including, but not limited to, any additional study or engineering necessary to fully comply with the

requirements of the funding program, final engineering, specifications and designs, and all phases of construction and post-construction elements. The Municipality shall submit any required documentation, including additional engineering or progress reports, to the DPWT Commissioner or his duly authorized representative and to the Planning Commissioner or her duly authorized designee for review, and said design plans and specifications shall be mutually approved by all parties. The Municipality shall fully complete the project tasks as set forth in Schedule "A" and submit proof of such completion to the County for its review and approval on or before five (5) years from the date of the execution of this Agreement by all parties. Notwithstanding the foregoing, the parties may agree to a twelve (12) month extension of time for completion, subject to all necessary legal approvals for such extension of time. In the event that the Municipality fails to complete the scope of work set forth in Schedule "A" and submit proof of such completion to the County in a timely manner as set forth herein, including any twelve (12) month extension agreed to between the parties, it shall remit all funds disbursed hereunder to the County within thirty (30) days of receipt of written request from the County unless an extension of time for completion is mutually agreed to between the parties, subject to all necessary legal approvals for said extension of time.

Section 3.1. In connection with the Project, the Municipality shall obtain all required approvals and permits and promptly execute and comply with all statutes, ordinances, rules, orders, regulations, codes and requirements of the Federal, State, County and municipal governments of the County. The Municipality shall also comply with any and all sanitary rules and regulations of the State and County Health Departments and with the State Environmental Quality Review Act. The Municipality shall comply with the aforementioned statutes, ordinances, rules, orders, regulations, codes and requirements in its implementation of the Project including, but not limited to management, operation, maintenance and supervision of same.

ARTICLE IV

FAIR AND AFFORDABLE HOUSING CONDITIONS

Section 4.0. The Municipality hereby commits to the County that it is in compliance with the terms and conditions set forth in the County's Discretionary Funding Policy annexed hereto and forming

a part hereof as Schedule “E” or has submitted documentation to the satisfaction of the County that the Municipality is not considered an eligible municipality under these requirements.

Section 4.1. As further consideration for the County’s financial contribution toward the Project, the Municipality certifies that it has adopted municipal zoning code provisions and/or policies which reflect the guidance provided in the Model Ordinance Provisions and the Municipality is committed to affirmatively further fair housing, including a ban on local residency requirements and preferences and other selection preferences that do not affirmatively further fair housing, except to the extent provided in the Model Ordinance Provisions.

Section 4.2. The Municipality agrees to offer to the County a Right of First Refusal to retain and/or purchase any and all land acquired in rem to be used for housing that affirmatively furthers fair housing (“AFFH”).

Section 4.3. The Municipality agrees to actively affirmatively further fair housing through its land use regulations and other affirmative measures to assist the development of affordable housing.

Section 4.4. The Municipality further agrees to market housing units that affirmatively further fair housing in accordance with Westchester County’s Affirmative Fair Housing Marketing Plan throughout the period of affordability.

Section 4.5. Nothing in this Agreement is intended to affect the County’s interest in the Project or release the Municipality from its obligations under the law with respect to affordable AFFH units.

Section 4.6. Should the Municipality fail to abide by any of the above conditions, the Municipality shall, upon thirty (30) days written notice by the County, refund any funds paid to the Municipality under this Agreement.

ARTICLE V
ACCOUNTING

Section 5.0. The Municipality shall cause accurate records and books of account to be maintained in which shall be entered all matters relating to this Agreement, including all liabilities thereof and all expenditures, and payments to any and all contractors or subcontractors involved in the Project. Such books and records shall be maintained in accordance with generally accepted accounting principles, consistently applied and shall be kept at a location within Westchester County. The Municipality will provide the County with documentation, upon the County's request, in order to verify same. The County shall have the right to audit, inspect, examine and copy such books and records of the Municipality at all reasonable times during normal business hours at the office of the Municipality. The County's audit rights hereunder extend to all documents, reports, and records which relate to the Municipality's commitment to affirmatively further fair housing as described in Article IV herein.

ARTICLE VI
NOTICES

Section 6.0. All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier, (with acknowledgement received and a copy of the notice sent by registered or certified mail, postage pre-paid), as set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt. Notices shall be sent to the following:

To the County: Commissioner
 Department of Planning
 County of Westchester
 148 Martine Avenue
 White Plains, New York 1060

 Commissioner
 Department of Public Works and Transportation
 County of Westchester
 148 Martine Avenue
 White Plains, New York 10601

with a copy to: County Attorney
County of Westchester
148 Martine Avenue
Room 600
White Plains, New York 10601

To the Municipality: Village Administrator
Village of Bronxville
200 Pondfield Road
Bronxville, NY 10708

with a copy to: _____

ARTICLE VII

INDEMNIFICATION

Section 7.0. To the fullest extent permitted by law, the Municipality shall defend, indemnify and hold harmless the County, its elected officials, officers, employees and agents (the "Indemnitees") from and against, any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly from the Project, including any which may arise from a change in applicable laws, rules and regulations, that may be imposed upon or incurred by or asserted against any of the Indemnitees by reason of any of the following:

(a) **Work.** Any construction, repair, alteration, addition, replacement, restoration or improvement work done by or on behalf of the Municipality in, on or about the Project or any part thereof;

(b) **Use.** The use, occupation, condition, operation, maintenance, management, supervision or development of or providing security for all or any portion of the Project, or the affected portion thereof, by or on behalf of the Municipality, including without limitation, any liability with respect to the any violations imposed by any governmental authorities in respect of any of the foregoing;

(c) **Act or Failure to Act of Municipality.** Any act performed by, or any failure to perform any act required to be performed by the Municipality, a third party under the direction or control of the Municipality, or any of the Municipality's officers, agents, contractors, servants, employees, lessees or invitees in connection with this Agreement or the Project;

(d) Accidents, Injury to Person or Property. Any accident, injury, (including death at any time resulting therefrom) or damage to any person, including, without limitation, employees of the Municipality or any Indemnatee, or property occurring in, on, or about the Project or any part thereof; or

(e) Breach of Municipality's Obligation. Any failure or refusal on the part of the Municipality to perform its obligations pursuant to this Agreement.

(f) Municipality's Obligations. The Municipality's failure, within any applicable grace period, to perform or comply with any of the covenants, terms or conditions contained in this Agreement on the Municipality's part to be kept, observed, performed or complied with within any applicable grace period.

Section 7.1. The Municipality hereby further acknowledges and agrees that it shall defend, indemnify and hold harmless the County for any "Environmental Damages" to the Property. "Environmental Damages" shall mean all claims, damages, demands losses, penalties, fines, fees, liabilities (including strict liability), encumbrances, liens, costs and expenses of investigation and defense of any, whether or not such claim is ultimately defeated, and of any good faith settlement or judgment, of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, including, without limitation, reasonable attorney's fees and disbursements and consultants' fees, any of which are incurred as the result of the existence of "Hazardous Material" or "Hazardous Waste" upon, beneath, or about the Property or migrating or threatening to migrate to or from the Property, or the existence of a violation of "Environmental Requirements" pertaining to the Property, regardless of whether the existence of such "Hazardous Materials" or "Hazardous Waste" or the violation of "Environmental Requirements" arose prior to the Municipality or County's ownership of the Property, including, without limitation:

(i) damages for personal injury, or injury to Property or natural resources occurring upon or off the Property, foreseeable or unforeseeable, including, without limitation, lost profits, consequential damages, the cost of demolition or rebuilding of any improvements of real property, interest and penalties;

(ii) fees incurred for the service of attorneys, consultants, contractors or experts, laboratories and all other costs incurred in connection with the investigation or remediation of such "Hazardous Materials" or "Hazardous Waste" or violation of "Environmental Requirements" including, but not limited to, the preparation of any feasibility studies or reports or the performance of any cleanup, remediation, removal, response, abatement, containment, closure, restoration or monitoring work required by

any federal, state or local governmental agency or political subdivision, or reasonably necessary to make the full use of the Property or any other property or otherwise expended in connection with such conditions; and

(iii) liability to any third person or governmental agency to indemnify such person or agency for the costs expended in connection with the items referenced in subparagraph (ii) herein;

(iv) diminution in the value of the Property and damages for loss of business and restriction on the use of the Property or any part thereof.

Section 7.1.a. Definitions. For the purposes of this Agreement, the following definitions shall apply:

- (1) “Hazardous Materials” or “Hazardous Waste” shall mean any substance:
 - (i) the presence of which requires investigation or remediation under any federal, state, or local statute, regulation, ordinance, order, action, policy or common law; or
 - (ii) which is or becomes defined as a hazardous waste, hazardous substance, pollutant or contaminant under any federal, state or local statute, regulation, rule, or ordinance or amendments thereto including, without limitations, the United States Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 USC §9601 (14) 42 USC §9602 and any “hazardous waste” as defined in or listed under the United States Solid Waste Disposal Act, as amended, 42 USC §6901(5), 42 USC §6921; or
 - (iii) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board or instrumentality of the United States, the State of New York or any political subdivision thereof; or
 - (iv) the presence of which, on the Property, causes or threatens to cause a nuisance on the Property or to nearby properties or poses or threatens to pose a hazard to the health and safety of persons on, about or nearby the Property; or
 - (v) the presence of which on nearby properties would constitute a trespass by the owner of the Property; or
 - (vi) without limitation which contains gasoline, diesel fuel, or other petroleum hydrocarbons; or
 - (vii) without limitation which contains polychlorinated biphenols (PCBs), asbestos, or urea formaldehyde foam insulation.

(2) “Environmental Requirements” shall mean all applicable present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations,

concessions, franchises, and similar items, of all government agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, the State of New York and the political subdivisions thereof; and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human health or the environment.

Section 7.2. The Municipality shall promptly notify the County in writing of any claims made or any suits instituted against the Municipality of which it has knowledge arising from its performances hereunder or in connection with this Agreement or in connection with the Project.

Section 7.3. In the event the Municipality does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of all or part of this Article, then the Municipality shall reimburse the County's reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing all or part of this Article of the Agreement.

Section 7.4. This Article shall survive termination or expiration of this Agreement.

ARTICLE VIII

MISCELLANEOUS

Section 8.0. Any purported delegation of duties or assignment of rights under this Agreement without the prior express written consent of the County is void.

Section 8.1. The Municipality shall submit documentation to the County demonstrating compliance with the State Environmental Quality Review Act and its implementing regulations ("SEQR"), including those activities that have been determined not to constitute an action as defined by SEQR or activities determined to be Type II actions as defined by SEQR. The Municipality shall act as the lead agency for meeting the requirements of SEQR for any Unlisted or Type I action that is undertaken pursuant to this Agreement, unless otherwise directed by the Planning Commissioner. The Municipality shall include the County as an Involved Agency (as defined in SEQR) in all matters relating to SEQR and conduct a coordinated review where applicable.

Section 8.2. The failure of the County to insist upon strict performance of any term, condition or covenant herein shall not be deemed a waiver of any rights or remedies that the County may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions or covenants herein.

Section 8.3. It is mutually understood and agreed that the terms, covenants, conditions and agreements herein contained shall be binding upon the parties hereto and upon their respective successors, legal representatives and assigns.

Section 8.4. This Agreement and its attachments constitute the entire agreement between the parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. This Agreement shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties, and approved by the Office of the County Attorney.

Section 8.5. It is recognized and understood that the Municipality is not an agent of the County and in accordance with such status, the Municipality, its consultant(s), its subcontractor(s), and their respective officers, agents, employees, representatives and servants shall at all times during the term of this Agreement neither hold themselves out as, nor claim to be acting in the capacity of officers, employees, agents, representatives or servants of the County, nor make any claim, demand or application for any right or privilege applicable to the County, including without limitation, rights or privileges derived from workers compensation coverage, unemployment insurance benefits, social security coverage and retirement membership or credit.

Section 8.6. The Municipality shall comply with the insurance requirements contained in Schedule "C" entitled "Standard Insurance Provisions," attached hereto and made a part hereof. The Municipality may, in lieu of procuring and maintaining the aforesaid insurance, elect to obtain such coverage through a program of self-insurance, which coverage and program shall be in accordance with generally accepted standards for similarly situated entities. In addition to the foregoing, the Municipality shall contractually ensure that all of its contractors, subcontractors and/or independent contractors (individually a "Contractor" or collectively, the "Contractors") that are engaged to construct the Project

shall provide such insurance coverage as described in Schedule "C" naming as additional insured, the Municipality and the County and their respective officials (elected or otherwise), officers, employees and agents (collectively the "Additional Insureds"). The Municipality shall require, before the Project commences that each such insurance policy be endorsed to contain the following clauses: (a) the insurer shall have no right to recovery or subrogation against the Additional Insureds (including their respective officials (elected or otherwise), officers, employees and agents), it being the intention that the insurance policy shall protect both the insured and the Additional Insureds and be primary coverage for any and all losses covered by such insurance; (b) the clause "other insurance provisions" in any such insurance policy shall not apply to the Additional Insureds or their insurance policies; (c) the insurer issuing the policy shall have no recourse against the Additional Insureds (including their respective officials (elected or otherwise), officers, employees and agents) for payment of any premiums or for assessments under any form of policy; and (d) any and all deductibles in such insurance policy shall be assumed by and be for the account of, and at the sole risk of the Contractor.

Section 8.7. This Agreement shall not be enforceable until signed by all parties and approved by the Office of the County Attorney.

Section 8.8. In the event that any one or more provisions, sections, subsections, clauses or words of this Agreement are for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, but this Agreement shall be construed and enforced as if such illegal or invalid section, subsection, clause or word has not been contained herein.

Section 8.9. This Agreement shall be deemed executory only to the extent of funds appropriated and made available for the purpose of this Agreement and no liability on account thereof shall be incurred by the County beyond the amount of such appropriated funds.

Section 8.10. All covenants, stipulations, promises, agreements and obligations of the Municipality and the County contained herein shall be deemed to be stipulations, promises, agreements and obligations of the Municipality and the County and not of any member, officer or employee of the Municipality or the County in his/her individual capacity and no recourse shall be had for any obligation

or liability herein or any claim based thereon against any member, officer or employee of the Municipality or the County or any natural person executing this Agreement.

Section 8.11. The parties represent that they have all requisite power and authority to execute, deliver and perform this Agreement, and this Agreement has been duly authorized by all necessary action on the part of the parties. The parties each agree to execute and deliver such further instruments and to seek such additional authority as may be required to carry out the intent and purpose of this Agreement, including providing the County with any necessary property interests in the Project in order for the County to fund the Project.

Section 8.12. This Agreement may be executed in two or more counterparts and all counterparts so executed shall for all purposes constitute one agreement binding upon all the parties hereto.

Section 8.13. Nothing in this Agreement shall act to confer third-party beneficiary rights on any person or entity not a party to this Agreement.

Section 8.14. The headings in this Agreement are for reference purposes only and shall not be used in construing the terms of this Agreement.

Section 8.15. The Municipality agrees to comply with the terms set forth in Schedule "D", attached hereto and made a part hereof, regarding Vendor Direct Payment Terms.

Section 8.16. The Municipality hereby acknowledges that any provision of this Agreement which requires consent of the County shall be subject to receipt by the County of any and all necessary legal approvals.

Section 8.17. No director, officer, employee, agent or other person authorized to act on behalf of the County shall have any personal liability in connection with this Agreement or any failure of the County to perform its obligations hereunder. No director, officer, employee, agent or other person authorized to act on behalf of the Municipality shall have any personal liability in connection with this Agreement or any failure of the Municipality to perform its obligations hereunder.

Section 8.18. The Municipality agrees to allow the County reasonable access to the Project, during normal business hours, to permit inspection and observation of the Project. The Municipality may require the County to provide reasonable notice prior to such inspection and observation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

COUNTY OF WESTCHESTER

By: _____
Blanca P. Lopez, M.S.
Commissioner of Planning

THE VILLAGE OF BRONXVILLE

By: _____
(Name and Title)

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

Approved by the Board of Trustees of the Village of Bronxville on the ____ day of _____, 2025.

Approved

Sr. Assistant County Attorney
County of Westchester

MUNICIPALITY'S ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 2025 before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument; and, acknowledged if operating under any trade name, that the certificate required by the New York State General Business Law Section 130 has been filed as required therein.

Signature and Office of individual
taking acknowledgment

CERTIFICATE OF AUTHORITY

I, _____,
(Officer other than officer signing contract)

certify that I am the _____ of
 the _____
 (the "Municipality")

a municipal corporation duly organized and in good standing under the _____
(Law under which organized, e.g., the
New York Business Corporate Law)

named in the foregoing agreement; that _____

 (Person executing agreement)
 who signed said agreement on behalf of the Municipality was, at the time of execution

(Title of such person)
of the Municipality and that said agreement was duly signed for and on behalf of said Municipality
by authority of its Board of _____, thereunto duly authorized and that
such authority is in full force and effect at the date hereof.

(Signature)

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

On this _____ day of _____, 20____, before me personally came _____, whose signature appears above, to me known, and known to me to be the _____ of _____
(Title)

_____, the Municipality described in and which executed the above certificate, who being by me duly sworn did depose and say that he/she, the said _____ of said Municipality resides at _____, and that he/she signed his/her name hereto by order of the Board of _____ of said Municipality.

Notary Public
County of

SCHEDULE "A"

SCOPE OF WORK

The Scope of Work for the Project shall include any work associated with the following tasks. Reimbursements will be made in accordance with the requirements and procedures specified in this agreement.

Project Description: The project involves installing storm water backflow devices underneath Archer Place, and making significant improvements to open space owned by the Village of Bronxville. The plans within the open space include constructing an environmentally friendly series of open storm water channels (approximately 1000 feet) which will direct the storm water overflow away from local streets and homes and into two large detention areas (approximately 20,000 square feet each) as the replacement of incidental sanitary sewer lines.

Item No.	Estimated Quantity	Description	Unit Price	Total Price	County Share
1	Lump Sum	Insurance, Bonds, Permits & Temporary Construction Facilities	L.S.	\$200,000	\$100,000
2	85 LF	Furnish and installation of 8-inch diameter PVC SDR 35 Sanitary Sewer Main	\$400	\$34,000	\$17,000
3	600 LF	Furnish and Installation of 8-inch Class 54 DIP Sanitary Sewer Main lined with Protecto 401 Ceramic Epoxy lining	\$600	\$360,000	\$180,000
4	20 LF	Furnish and installation 12-inch diameter ADS HP STORM Storm Drainage Pipe	\$300	\$6,000	\$3,000
5	55 LF	Furnish and installation 15-inch diameter ADS HP STORM Storm Drainage Pipe	\$350	\$19,250	\$9,625
6	250 LF	Furnish and installation 18-inch diameter ADS N-12 WT Storm Drainage Pipe	\$400	\$100,000	\$50,000
7	400 LF	Furnish and installation 18-inch diameter ADS HP STORM Storm Drainage Pipe	\$400	\$160,000	\$80,000
8	170 LF	Furnish and installation 24-inch diameter ADS N-12 WT Storm Drainage Pipe	\$500	\$85,000	\$42,500
9	225 LF	Furnish and installation 30-inch diameter ADS N-12 WT Storm Drainage Pipe	\$600	\$135,000	\$67,500
10	5 LF	Furnish and installation of 4-ft diameter Precast Concrete Drainage Manholes	\$12,000	\$60,000	\$30,000
11	1 EA	Removal of Existing Drainage Manhole and Installation of new 4-ft diameter Precast Concrete Drainage Manholes	\$14,000	\$14,000	\$7,000

12	1 EA	Furnish and installation of 5-ft diameter Precast Concrete Drainage Manholes	\$15,000	\$15,000	\$7,500
13	3 EA	Furnish and installation of 4-ft diameter Precast Concrete Sanitary Sewer Manholes	\$15,000	\$45,000	\$22,500
14	2 EA	Furnish and installation of Precast Concrete Headwalls	\$25,000	\$50,000	\$25,000
15	1 EA	Furnish and Installation of Precast Concrete Overflow Drainage Chamber	\$45,000	\$45,000	\$22,500
16	1 EA	Furnish and Installation of 6-foot by 6-foot Precast Concrete Drainage Chamber	\$20,000	\$20,000	\$10,000
17	2 EA	Furnish and Installation of 30-inch Check Valves	\$25,000	\$50,000	\$25,000
18	7 EA	Furnish and Installation of Precast Concrete Catch Basins with Bicycle Grade Curb Inlets (type-N)	\$15,000	\$105,000	\$52,500
19	600 CY	Furnish and Installation of D-50 Stone Lined Channel and Rain Garden-Sedimentation Basins (9"-18" diameter Stone)	\$300	\$180,000	\$90,000
20	8 EA	Furnish and Installation of Channel Crossings - Bluestone-lined concrete slab 6ft x 12ft	\$8,000	\$64,000	\$32,000
21	3500 Tons	Excavation and Disposal of Regulated Non-Hazardous Soil, including Topsoil Stripping, Stockpiling, & Top Soil Replacement	\$100	\$350,000	\$175,000
22	Lump Sum	Reconstruction and re-grading of Alder Lane	L.S.	\$350,000	\$175,000
23	500 Tons	Removal and Disposal of Hazardous Soil	\$400	\$200,000	\$100,000
24	Lump Sum	Tree and Stump Removal	L.S.	\$50,000	\$25,000
25	Lump Sum	Restoration and Landscaping	L.S.	\$250,000	\$125,000
26	50 CY	Rock Excavation	\$300	\$15,000	\$7,500
27	3 EA	Test Pits	\$2,500	\$7,500	\$3,750
28	500 CY	Additional Foundation Material and Imported Granular Backfill Material	\$100	\$50,000	\$25,000
29	100 CY	Additional Concrete	\$300	\$30,000	\$15,000
30	100 CY	Additional K-Crete	\$200	\$20,000	\$10,000
31	40 Tons	Additional Pavement Restoration	\$250	\$10,000	\$5,000
32	5000 LF	Reconstruction of Uncharted and Mismarked Utilities	\$5	\$25,000	\$12,500
33	Lump Sum	Contingencies & Extra Work	N/A	\$385,250	\$192,625
34	Lump Sum	All Work Shown on Contract Drawings 4A & 5A (soil excav-disp \$100-400/ton+rip rap, rain garden-sedimentation basin+Headwall+Flow chamber+Conting)	LS	\$2,110,000	\$1,055,000
35	Lump Sum	All Work Shown on Contract Drawings 4LA & 5LA	LS	\$350,000	\$175,000
		TOTAL COST ESTIMATE		\$5,950,000	\$2,975,000

SCHEDULE "B"
EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, made the ____ day of _____, 2025, by

THE VILLAGE OF BRONXVILLE, a municipal corporation organized and existing under the laws of the State of New York having an office and place of business at 200 Pondfield Road Bronxville, New York 10708 ("Grantor"); and

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601 (hereinafter referred to as the "County" and/or the "Grantee")

W I T N E S S E T H:

WHEREAS, Grantor is the owner of the fee title of that certain parcel of real property located in the Town of Eastchester, New York and identified on the tax maps of the Town of Eastchester as: Section 79, Block 7, Lot 166, which real property is more particularly described in Schedule "B-1," which is annexed hereto and made a part hereof (the "Subject Property").

That the Grantor in consideration of the sum of One (\$1.00) Dollar lawful money of the United States, paid by the Grantee, receipt of which is hereby acknowledged, does hereby grant and release unto the Grantee, its successors and assigns, a non-exclusive easement (the "Easement") in, on, over, under and through the Subject Property, as more particularly described in Schedule "B-1," which is attached hereto and made a part hereof for the purpose of accessing certain improvements known as the Project consisting of flood mitigation improvements and described in a separate Inter-municipal Agreement of even date between the Grantor and Grantee, to construct, operate, maintain, repair, replace, inspect, or restore the Project.

The Easement granted herein is subject to the following restrictions:

The Grantor covenants that, until such time as the Bonds (defined below) have matured or been fully redeemed, neither it, nor its successors or assigns, shall do anything, or allow anything to be done, which in the reasonable opinion of the County would injure, endanger, impede use of or impair the Project in any material respect, or the operation thereof, located within the Easement,

The Grantor acknowledges that the easement rights of the County granted herein regarding the Project Improvements constructed in, on, over, under or through the Easement shall encumber such Project Improvements for so long as the bonds of the County (the "Bonds"),

which made funds available for said Project are outstanding, pursuant to the terms of the certain inter-municipal agreement by and between the Municipality and the County of even date herewith. The Grantee shall not interfere with or disturb the construction, use, operation, maintenance or repair of any improvements now or hereafter situated within or upon the Project property.

The Easement shall run with the land and the provisions contained herein shall be binding upon and inure to the benefit of and be enforceable by the County, its successors and assigns until the Bonds have matured or been fully redeemed.

TO HAVE AND TO HOLD the Easement granted herein unto the County, its successors and assigns, until such time as the Bonds have matured or been fully redeemed.

IN WITNESS WHEREOF, the Grantor has executed this instrument the day and year first above written.

VILLAGE OF BRONXVILLE

By: _____

COUNTY OF WESTCHESTER

By: _____

Record and Return to:

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

Signature and Office of individual
taking acknowledgment

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

Signature and Office of individual taking acknowledgment

SCHEDULE "B-1"
EASEMENT BOUNDARY

[INSERT EASEMENT BOUNDARY MAP]

SCHEDULE "C"

STANDARD INSURANCE PROVISIONS **(MUNICIPALITY)**

1. Prior to commencing work, and throughout the term of the Agreement, the Municipality shall obtain at its own cost and expense the required insurance as delineated below from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better. Municipality shall provide evidence of such insurance to the County of Westchester ("County"), either by providing a copy of policies and/or certificates as may be required and approved by the Director of Risk Management of the County ("Director"). The policies or certificates thereof shall provide that ten (10) days prior to cancellation or material change in the policy, notices of same shall be given to the Director either by overnight mail or personal delivery for all of the following stated insurance policies. All notices shall name the Municipality and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the Director, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Director, the Municipality shall upon notice to that effect from the County, promptly obtain a new policy, and submit the policy or the certificate as requested by the Director to the Office of Risk Management of the County for approval by the Director. Upon failure of the Municipality to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated.

Failure of the Municipality to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Municipality from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Municipality concerning indemnification.

All property losses shall be made payable to the "County of Westchester" and adjusted with the appropriate County personnel.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of Municipality's negligent acts or omissions under the Agreement or by virtue of the provisions of the labor law or other statute or any other reason, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Municipality until such time as the Municipality shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Municipality maintains broader coverage and/or higher limits than the minimums identified herein, the County shall be entitled to the broader coverage and/or higher limits maintained by the Municipality. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

2 The Municipality shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the Agreement):

- a) Workers' Compensation and Employer's Liability. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: <http://www.wcb.ny.gov>.

If the employer is self-insured for Workers' Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

- b) Commercial General Liability Insurance with a combined single limit of \$1,000,000 (c.s.1) per occurrence and a \$2,000,000 aggregate limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:

- i. Premises - Operations.
- ii. Broad Form Contractual.
- iii. Independent Contractor and Sub-Contractor.
- iv. Products and Completed Operations.

- c) Commercial Umbrella/Excess Insurance: \$2,000,000 each Occurrence and Aggregate naming the "County of Westchester" as additional insured, written on a "follow the form" basis.

NOTE: Additional insured status shall be provided by standard or other endorsement that extends coverage to the County of Westchester for both on-going and completed operations.

- d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages and name the "County of Westchester" as additional insured:

- (i) Owned automobiles.
- (ii) Hired automobiles.
- (iii) Non-owned automobiles.

3. All policies of the Municipality shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the County is named as an insured, shall not apply to the County.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Municipality.

SCHEDULE "D"
VENDOR DIRECT PAYMENT TERMS

Westchester County Vendor Direct Program Frequently Asked Questions

1. WHAT ARE THE BENEFITS OF THE ELECTRONIC FUNDS TRANSFER (EFT) ASSOCIATED WITH THE VENDOR DIRECT PROGRAM?

There are several advantages to having your payments automatically deposited into your designated bank account via EFT:

Payments are secure – Paper checks can be lost in the mail or stolen, but money deposited directly into your bank account is more secure.

You save time – Money deposited into your bank account is automatic. You save the time of preparing and delivering the deposit to the bank. Additionally, the funds are immediately available to you.

2. ARE MY PAYMENTS GOING TO BE PROCESSED ON THE SAME SCHEDULE AS THEY WERE BEFORE VENDOR DIRECT?

Yes.

3. HOW QUICKLY WILL A PAYMENT BE DEPOSITED INTO MY ACCOUNT?

Payments are deposited two business days after the voucher/invoice is processed. Saturdays, Sundays, and legal holidays are not considered business days.

4. HOW WILL I KNOW WHEN THE PAYMENT IS IN MY BANK ACCOUNT AND WHAT IT IS FOR?

Under the Vendor Direct program you will receive an e-mail notification two days prior to the day the payment will be credited to your designated account. The e-mail notification will come in the form of a remittance advice with the same information that currently appears on your check stub, and will contain the date that the funds will be credited to your account.

5. WHAT IF THERE IS A DISCREPANCY IN THE AMOUNT RECEIVED?

Please contact your Westchester County representative as you would have in the past if there were a discrepancy on a check received.

6. WHAT IF I DO NOT RECEIVE THE MONEY IN MY DESIGNATED BANK ACCOUNT ON THE DATE INDICATED IN THE E-MAIL?

In the unlikely event that this occurs, please contact the Westchester County Accounts Payable Department at 914-995-4708.

7. WHAT MUST I DO IF I CHANGE MY BANK OR MY ACCOUNT NUMBER?

Whenever you change any information or close your account a new Vendor Direct Payment Authorization Form must be submitted. Please contact the Westchester County Accounts Payable Department at 914-995-4708 and we will e-mail you a new form.

8. WHEN COMPLETING THE PAYMENT AUTHORIZATION FORM, WHY MUST I HAVE IT SIGNED BY A BANK OFFICIAL IF I DON'T INCLUDE A VOIDED CHECK?

This is to ensure the authenticity of the account being set up to receive your payments.

INSERT VENDOR DIRECT FORM

SCHEDULE "E"

County's Discretionary Funding Policy attached hereto.

**WESTCHESTER COUNTY FAIR AND AFFORDABLE HOUSING
IMPLEMENTATION PLAN
August 9, 2010**

Appendix D-2(ii): Discretionary Funding Allocation Policy
as approved January 10, 2012

DISCRETIONARY FUNDING POLICY

In August 2009, Westchester County entered into a Stipulation and Order of Settlement and Dismissal in *US. ex rel. Anti-Discrimination Center of Metro New York v. Westchester County, New York* (the "Settlement Agreement"). Beginning on March 1, 2012, the grant of discretionary intermunicipal funding, including but not limited to County Open Space funds and CDBG funding, ("Discretionary Funding") to municipalities eligible under the Settlement Agreement ("Recipient Eligible Municipalities") shall be conditioned, as appropriate, upon the Recipient Eligible Municipality's commitment to affirmatively further fair housing within its borders. This policy does not apply to municipalities in Westchester County other than the Recipient Eligible Municipalities.

Each Recipient Eligible Municipality shall be required to commit to the County, in writing, that it is in compliance with the following terms and conditions in connection with its commitment to affirmatively further fair housing:

- (a) Recipient Eligible Municipality has adopted municipal zoning code provisions and/or policies which reflect the guidance provided in the Model Ordinance Provisions approved pursuant to the Settlement Agreement and demonstrate a commitment by the Recipient Eligible Municipality to affirmatively further fair housing, including a ban on local residency requirements and preferences and other selection preferences that do not affirmatively further fair housing, except to the extent provided in the Model Ordinance Provisions;
- (b) Recipient Eligible Municipality will offer the County a Right of First Refusal to retain and/or purchase any and all land acquired in rem to be used for housing that affirmatively furthers fair housing; and
- (c) Recipient Eligible Municipality will actively further implementation of the Settlement Agreement through its land use regulations and other affirmative measures to assist the development of affordable housing.

Such commitments by Recipient Eligible Municipality shall be stated in the funding agreement between the County and the Recipient Eligible Municipality.

The funding agreement will also provide that housing units that affirmatively further fair housing must be marketed in accordance with Westchester County's Affirmative Fair Housing Marketing Plan approved pursuant to the Settlement Agreement, throughout the period of affordability.

Applications for Discretionary Funding submitted by non-municipal entities will be reviewed to determine whether or not such entity is acting as an agent of a municipality for purposes of the project for which funding is sought. If such entity is deemed to be acting in the capacity of agent for a municipality, the application will be subject to a review of the agent-municipality's compliance with the policy of affirmatively furthering fair housing stated above. The determination as to whether an agency relationship exists will be based on the principles of law relating to agency relationships in New York State, and the fact that the non-municipal entity/applicant may be required by local municipal codes to obtain municipal approvals or abide by municipal processes for such approvals in connection with such application will not be determinative of the agency relationship. Westchester County will provide notice of all non-municipal applications for funding to the local municipality in which the funding is proposed to be spent.

The County's audit rights under any grant of or funding agreement for Discretionary Funding will extend to all documents, reports, and records which relate to the Recipient Eligible Municipality's commitment to affirmatively further fair housing as described herein. Should Recipient Eligible Municipality fail to abide by any of the above conditions, Recipient Eligible Municipality will be obliged, upon thirty (30) days written notice by the County to refund any Discretionary Funding paid to the Recipient Eligible Municipality.





Kenneth W. Jenkins
County Executive

September 17, 2025

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

Dear Honorable Members of the Board of Legislators:

Transmitted herewith for your review and consideration is legislation, which, if approved by your Honorable Board, will authorize the County of Westchester ("County") to do the following in connection with a component of capital project BPL26 – Flood Mitigation ("BPL26"), pursuant to the proposed acts, as follows:

- 1) a bond act (the "Bond Act") which, if adopted by your Honorable Board, would authorize the County to issue up to \$1,500,000.00 in bonds of the County to finance a component of capital project BPL26 - Flood Mitigation ("BPL26").

The Bond Act in the amount of \$1,500,000.00 would fund the County's share of costs associated with design of this flood mitigation project included in the New York and New Jersey Harbor and Tributaries Focus Area Feasibility Study prepared by the U.S. Army Corps of Engineers (USACE). The County is in the process of entering into an agreement with USACE, for a term from September 1, 2025 through December 31, 2030, whereby the County would partially fund USACE's design of the of Hudson Raritan Estuary – Garth Woods/Harney Road Ecosystem Restoration Project on the Bronx River. Under the Agreement the estimated design cost of the project is \$4,000,000.00, of which \$2,600,000.00 will be 100% federally funded and the County's cost share of such costs will be \$1,400,000. The remaining \$100,000 in bonds of the County will be used to finance the County's administrative costs to be incurred in connection with this project's design.

In 2011, your Honorable Board enacted the Westchester County Storm Water Management Law ("SWML") to assist municipalities with storm water management (flood mitigation). See Laws of Westchester County Chapter 241, Article III-A, Sections 241.252-241.260. The SWML provides for the evaluation of flooding within the County through preparation of watershed "reconnaissance plans", and the SWML authorizes County cooperation with municipalities, including funding assistance, to improve storm water management and reduce flooding.

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

Telephone: (914)995-2900

E-mail: ceo@westchestercountyny.gov

By Act No. 134-2014, your Honorable Board approved the Stormwater Reconnaissance Plan for the Bronx River Watershed.

It should be noted that since BPL26 is a “general fund” project, specific components are subject to a Capital Budget Amendment. Section 1 of the Bond Act authorizes an amendment to the County’s Capital Budget to the extent the project scope is inconsistent with any details set forth in the current Capital Budget. Accordingly, the Bond Act, in addition to authorizing the issuance of bonds for this project, will also amend the 2025 Capital Budget to reflect the specific location of this project component.

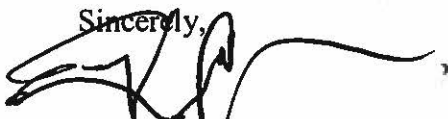
- 2) a bond act (the “Rescinding Bond Act”), which if adopted by your Honorable Board, would authorize the County to rescind a bond act previously adopted by your Honorable Board for design of a similar project in the same area.

On September 20, 2021, by Bond Act No. 156 - 2021, your Honorable Board authorized the County to issue up to \$250,000.00 in bonds of the County to finance a component of capital project BPL40 – Stormwater Management – Various County Facilities II (“BPL40”). Bond Act 156 – 2021 was to fund the design of a project to mitigate flooding along the Bronx River Parkway in the Village of Scarsdale, by reconnecting the river to the grassed floodplain on the west side of the southbound lane of the parkway just north of Strathmore Road, identified in the Bronx River Corridor Study and Plan prepared in 2020 for the County Soil and Water Conservation. No bonds have been issued under Bond Act No. 156 - 2021.

The Department of Planning would like to withdraw its request for funding for this project since the County, in partnership with USACE, will be funding the design costs for this project under BPL26. Accordingly, the Rescinding Bond Act, if approved by your Honorable Board, will rescind Bond Act No. 156 – 2021 in its entirety.

Based upon the foregoing, I recommend the adoption of the aforementioned bond acts.

Sincerely,



Kenneth W. Jenkins
County Executive

KWJ/BL/DSK/cmc
Attachments

**THE HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER**

Your Committee is in receipt of a transmittal from the County Executive recommending approval of legislation, which, if approved by your Honorable Board, will authorize the County of Westchester ("County") to do the following in connection with a component of capital project BPL26 – Flood Mitigation ("BPL26"), pursuant to the proposed acts, as follows:

1) a bond act (the "Bond Act"), which if adopted, would authorize the County to issue up to \$1,500,000.00 in bonds of the County to finance a component of capital project BPL26 - Flood Mitigation ("BPL26").

Your Committee is advised that the Bond Act, prepared by the law firm of Hawkins Delafield & Wood LLP, in the amount of \$1,500,000.00, would fund the County's share of costs associated with design of this flood mitigation project included in the New York and New Jersey Harbor and Tributaries Focus Area Feasibility Study prepared by the U.S. Army Corps of Engineers (USACE). The County is in the process of entering into an agreement with USACE, for a term from September 1, 2025 through December 31, 2030, whereby the County would partially fund USACE's design of the of Hudson Raritan Estuary – Garth Woods/Harney Road Ecosystem Restoration Project on the Bronx River. Under the Agreement the estimated design cost of the project is \$4,000,000.00, of which \$2,600,000.00 will be 100% federally funded and the County's cost share of such costs will be \$1,400,000. The remaining \$100,000 in bonds of the County will be used to finance the County's administrative costs to be incurred in connection with this project's design.

Your Committee is advised that in 2011, your Honorable Board enacted the Westchester County Storm Water Management Law ("SWML") to assist municipalities with storm water management (flood mitigation). See Laws of Westchester County Chapter 241, Article III-A, Sections 241.252-241.260. The SWML provides for the evaluation of flooding within the County through preparation of watershed "reconnaissance plans", and the SWML

authorizes County cooperation with municipalities, including funding assistance, to improve storm water management and reduce flooding.

By Act No. 134-2014, your Honorable Board approved the Stormwater Reconnaissance Plan for the Bronx River Watershed.

It should be noted that since BPL26 is a “general fund” project, specific components are subject to a Capital Budget Amendment. Section 1 of the Bond Act authorizes an amendment to the County’s Capital Budget to the extent the project scope is inconsistent with any details set forth in the current Capital Budget. Accordingly, the Bond Act, in addition to authorizing the issuance of bonds for this project, will also amend the 2025 Capital Budget to reflect the specific location of this project component.

2) a bond act (the “Rescinding Bond Act”), which if adopted by your Honorable Board, would authorize the County to rescind a bond act previously adopted by your Honorable Board for design of a similar project in the same area.

On September 20, 2021, by Bond Act No. 156 - 2021, your Honorable Board authorized the County to issue up to \$250,000.00 in bonds of the County to finance a component of capital project BPL40 – Stormwater Management – Various County Facilities II (“BPL40”). Bond Act 156 – 2021 was to fund the design of a project to mitigate flooding along the Bronx River Parkway in the Village of Scarsdale, by reconnecting the river to the grassed floodplain on the west side of the southbound lane of the parkway just north of Strathmore Road, identified in the Bronx River Corridor Study and Plan prepared in 2020 for the County Soil and Water Conservation. No bonds have been issued under Bond Act No. 156 - 2021.

The Department of Planning would like to withdraw its request for funding for this project since the County, in partnership with USACE, will be funding the design costs for this project under BPL26. Accordingly, the Rescinding Bond Act, if approved by your Honorable Board will rescind Bond Act No. 156 – 2021 in its entirety.

The Department of Planning has advised your Committee that based on its review, the above referenced BPL26 capital project has been 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 SEQRA documentation and concurs with this conclusion.

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 for BPL26 is annexed.

Please note that an affirmative vote of two-thirds of the members of your Honorable Board is required in order to adopt the bond acts.

Based on the importance of this project to the County, your Committee recommends favorable action on the annexed bond acts.

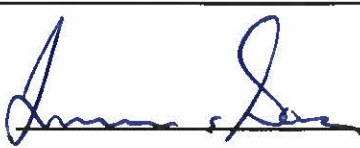
Dated: _____, 2025

White Plains, New York

COMMITTEE ON

cmc 09.12.25

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: <u>BPL26</u>		☐ 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	\$	1,500,000	PPU 5 Anticipated Interest Rate 2.23%
Anticipated Annual Cost (Principal and Interest):		\$	320,560
Total Debt Service (Annual Cost x Term):		\$	1,602,800
Finance Department: Interest rates from September 18, 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:		16	
Prepared by: <u>Obed Varughese</u>		 Budget Director <u>9/22/25</u>	
Title: <u>Associate Planner</u>			
Department: <u>Planning</u>			
Date: <u>9/18/25</u>			
		<u>DV 9.19.25</u> <u>CP 9/22/25</u> Date:	

RESOLUTION 25-24

WESTCHESTER COUNTY PLANNING BOARD

Amendment of Planning Board Report on 2025 Capital Project Requests

BPL26 Flood Mitigation

**Garth Woods Section of the Bronx River Reservation, Town of
Greenburgh and the Village of Scarsdale**

WHEREAS, the County of Westchester has established **Capital Project BPL26 Flood Mitigation**, a general fund, to provide a share of the cost of funding flood mitigation projects that are proposed by local municipalities and approved by the County; and

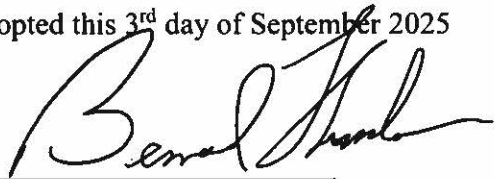
WHEREAS, this request of \$1,500,000 is for the required County share of the \$4,000,000 design costs associated with a flood mitigation project at the Garth Woods section of the Bronx River Parkway Reservation; and

WHEREAS, in furtherance of the above, the County Executive will be submitting legislation to the Board of Legislators to amend the Capital Project BPL26, Flood Mitigation, to add the project to Capital Project BPL26 and authorize bonding to fund up to 50% of the project; and

WHEREAS, the project is consistent with the County Planning Board's long-range planning policies set forth in *Westchester 2025 - Policies to Guide County Planning*, in that it will help preserve and protect the County's natural resources and environment, both physical and biotic and will help mitigate the impacts of flooding; now therefore, be it

RESOLVED, that the County Planning Board, pursuant to Section 167.131 of the County Charter, amends its Report on the 2025 Capital Project Requests to include the Capital Project BPL26 Flood Mitigation for the Garth Woods Section of the Bronx River Reservation, subject to the resolution of the issue described above concerning the sanitary sewer improvements.

Adopted this 3rd day of September 2025

A handwritten signature in black ink, appearing to read "Bernard Thombs", written over a horizontal line.

Bernard Thombs, Chair

BPL26 Flood Mitigation**FIVE YEAR CAPITAL PROGRAM (in thousands)**

	Estimated Ultimate Total Cost	Approp- riated	2025	2026	2027	2028	2029	Under Review
Gross	120,750	76,500	44,250					
Non-County Share								
County Share	120,750	76,500	44,250					

Project Description

This project provides funding for County and local municipal flood mitigation projects that are recommended by the County Stormwater Advisory Board and identified in watershed-based flood action plans and the County-wide hazard mitigation plan and proposed by local municipalities. Grants and other funding sources will be sought to the greatest extent practical.

This 2025 Capital Budget Amendment to BPL26 Flood Mitigation in the amount of \$1.5M, is for the required County share of the \$4,000,000 design costs associated with a flood mitigation project at the Garth Woods section of the Bronx River Parkway Reservation.

Appropriation Requests

2009: \$5,400,000 for Flood Mitigation of County facilities.

2012: \$5,000,000 for Flood mitigation.

2013: \$5,000,000 for Flood mitigation.

2015: \$150,000 for Flood mitigation.

2016: \$5,000,000 for Flood mitigation.

2021: \$200,000 for Flood mitigation.

2022: \$11,000,000 for Flood mitigation.

2023: \$17,500,000 for Flood mitigation

1. \$17,000,000 for Village of Mamaroneck from the Sheldrake and Mamaroneck Rivers.
2. BOL add of \$300,000 for Town of Mamaroneck Drainage Study,
3. \$200,000 for Yonkers Scotti Field flood projects, and

2024 BOL adds (\$27,250,000 total)

1. Pelham Flood Mitigation, \$16,000,000
2. Pelham Manor Flood Mitigation, \$6,000,000
3. Bronxville Stormwater Conveyance system, \$ 200,000
4. City of Rye Stormwater System Improvements for Flood Mitigation, \$250,000
5. County Share of ACE Project in Village of Mamaroneck, \$4,000,000
6. Flood Mitigation Study - Village of Mamaroneck Jefferson Avenue Parking Lot, \$150,000
7. Village of Mamaroneck Detention Retention Enhancement Study, \$150,000
8. Ardsley Road and Edgemont Road Drainage Study in Edgemont, \$500,000

2025: \$10M additional flood mitigation funds for continuation of this project. \$34,250,000 for BOL additions to the 2025 appropriations

Justification

The program enables Westchester County to construct projects and partner with municipalities and other government agencies to provide funding for flood mitigation or flood damage reduction projects. Through partnerships with our municipalities and other government entities such as the US Army Corps of Engineers and NYS Department of Environmental Conservation, the County will work to reduce flooding problems and impacts on people and property throughout Westchester County.

Consistency with Programs or Plans

This project is consistent with the policies of “**Westchester 2025**”, the County’s long-range land use policies. As per Westchester County policy, stormwater management must be addressed with every capital project where feasible.

Planning Board Analysis

PL2 Planning Department staff will monitor the progress of design to address physical and environmental planning concerns including the stormwater management. Standards contained in the “Management Design Manual and the NYS Standards and Specifications for Erosion and Sediment Control” should be maintained.

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: August 26, 2025

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT:
BPL26 FLOOD MITIGATION - GARTH WOODS**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on 07/01/2025 (Unique ID: 2982)

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
Blanca P. Lopez, Commissioner of Planning
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. -20_____

BOND ACT AUTHORIZING THE ISSUANCE OF \$1,500,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COUNTY'S SHARE OF THE COST OF PREPARATION OF PRELIMINARY AND DETAILED PLANS, SPECIFICATIONS AND ESTIMATES NECESSARY FOR A FLOOD MITIGATION PROJECT AT THE GARTH WOODS SECTION OF THE BRONX RIVER PARKWAY RESERVATION, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$1,500,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$1,500,000 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, to the provisions of other laws applicable thereto; \$1,500,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the County's share of the cost of preparation of surveys, preliminary and detailed plans, specifications and estimates necessary for planning and analysis of a comprehensive engineering feasibility analysis towards the

development of a flood mitigation project for the Garth Woods section of the Bronx River Parkway Reservation, as set forth in the County's Current Year Capital Budget, as amended. To the extent that the details set forth in this act are inconsistent with any details set forth in the Current Year Capital Budget of the County, such Budget shall be deemed and is hereby amended. The estimated maximum cost of the County's share of said specific object or purpose, including preliminary costs and costs incidental thereto and the financing thereof is \$1,500,000. The plan of financing includes the issuance of \$1,500,000 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 \$1,500,000. 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 \$1,500,000 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 \$1,500,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COUNTY'S SHARE OF THE COST OF PREPARATION OF PRELIMINARY AND DETAILED PLANS, SPECIFICATIONS AND ESTIMATES NECESSARY FOR A FLOOD MITIGATION PROJECT AT THE GARTH WOODS SECTION OF THE BRONX RIVER PARKWAY RESERVATION, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$1,500,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$1,500,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS (Adopted _____, 20____)

Object or purpose: to finance the County's share of the cost of preparation of surveys, preliminary and detailed plans, specifications and estimates necessary for planning and analysis of a comprehensive engineering feasibility analysis towards the development of a flood mitigation project for the Garth Woods section of the Bronx River Parkway Reservation; as set forth in the County's Current Year Capital Budget, as amended.

Amount of obligations to be issued
and period of probable usefulness: \$1,500,000; 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:* BPL26	☒ CBA	Fact Sheet Date:* 06-23-2025
Fact Sheet Year:* 2025	Project Title:* FLOOD MITIGATION	Legislative District ID: 10, 15
Category* BUILDINGS, LAND & MISCELLANEOUS	Department:* PLANNING	CP Unique ID: 2982

Overall Project Description

This project is intended to provide a share of the cost of funding flood mitigation projects that are proposed by local municipalities and approved by the County, as well as provide funding for watershed analyses and project development plans prepared by the County or in partnership with state and federal agencies. This is a general fund, specific projects are subject to a Capital Budget Amendment.

- | | | |
|---|--|--|
| ☒ Best Management Practices | ☐ Energy Efficiencies | ☒ Infrastructure |
| ☒ Life Safety | ☐ Project Labor Agreement | ☐ Revenue |
| ☐ Security | ☒ Other(COMMUNITY RESILIENCE/FLOOD MITIGATION) | |

FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2025	2026	2027	2028	2029	Under Review
Gross	155,750	76,500	44,250	5,000	5,000	5,000	0	20,000
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	155,750	76,500	44,250	5,000	5,000	5,000	0	20,000

Expended/Obligated Amount (in thousands) as of : 13,361

Current Bond Description: Current \$1,500,000 request is for the required County share of the \$4,000,000 costs associated with a flood mitigation project at the Garth Woods section of the Bronx River Parkway Reservation. The current request is for design of the project.

Financing Plan for Current Request:

Non-County Shares:	\$ 0
Bonds/Notes:	1,500,000
Cash:	0
Total:	\$ 1,500,000

SEQR Classification:

TYPE II

Amount Requested:

1,500,000

Expected Design Work Provider:

- | | | |
|---------------------------------------|-------------------------------------|--|
| ☐ County Staff | ☐ Consultant | ☒ Not Applicable |
|---------------------------------------|-------------------------------------|--|

Comments:

Energy Efficiencies:

Appropriation History:

Year	Amount	Description
2009	5,400,000	MAMARONECK AND SHELDRAKE RIVERS BASIN FLOOD DAMAGE REDUCTION STUDY; FOUR LOCAL MUNICIPAL FLOOD PROJECTS
2012	5,000,000	FLOOD MITIGATION PROJECTS TO BE DETERMINED
2013	5,000,000	FLOOD RELATED PROJECTS
2015	150,000	DESIGN OF A COUNTYWIDE SYSTEM OF STREAM AND STORM GAUGES
2016	5,000,000	CONTINUATION OF THIS PROJECT
2021	200,000	DESIGN AND INSTALLATION OF A MAINTENANCE GATE AT SPRAIN BROOK, YONKERS
2022	11,000,000	THE US ARMY CORPS OF ENGINEERS' PROJECT IN THE VILLAGE OF MAMARONECK/SHELDRAKE AND MAMARONECK RIVERS
2023	17,500,000	\$10,300,000 CONTINUATION OF THIS PROJECT; \$7,000,000 FOR MAMARONECK/SHELDRAKE RIVERS, AND \$200,000 FOR CITY OF YONKERS SCOTTI FIELD FLOOD PROJECT
2024	27,250,000	CONTINUATION OF THIS PROJECT
2025	44,250,000	CONTINUATION OF THIS PROJECT

Total Appropriation History:

120,750,000

Financing History:

Year	Bond Act #	Amount	Issued	Description
09	79	900,000	899,501	FLOOD MITIGATION STUDY: MAM'K & SHELDRAKE RIVERS BASIN
09	140	2,441,625	2,441,625	COUNTY PORTION OF FLOOD MITIGATION PROJECT IN COUNTY
17	11	2,974,875	2,502,239	COUNTY PORTION OF FLOOD MITIGATION PROJECT IN COUNTY (AMMENDED)
18	171	0	0	FUNDING FOR AN ENGINEERING STUDY TO DEVELOP A SOLUTION FOR FLOODING IN RYE BROOK, AVON CIRCLE AREA
19	107	300,000	238,764	INITIAL DESIGN OF PROJECT TO MITIGATE FLOODING ALONG THE HUTCHINSON RIVER
19	247	0	0	RECONSTRUCT THE HILLSIDE AVENUE BRIDGE IN THE VILLAGE OF MAMARONECK
21	171	350,000	111,070	FLOOD MITIGATION-TOWN OF NEW CASTLE (UNIQUES ID# 1694)
21	175	270,000	221,546	FLOOD MITIGATION-YONKERS (UNIQUES ID# 1692)
22	85	130,000	0	FLOOD MITIGATION-DOBBS FERRY (UNIQUES ID# 1948)
22	92	2,200,000	0	FLOOD MITIGATION-MAMARONECK (UNIQUE ID# 1857)
22	54	1,200,000	55,694	FLOOD MITIGATION-PEEKSKILL (UNIQUES ID# 1999)
22	95	0	0	FLOOD MITIGATION-BRIARCLIFF MANOR (UNIQUE ID# 1953)
23	23	2,500,000	562,627	RECONSTRUCT HILLSIDE AVENUE BRIDGE, VILLAGE OF MAMARONECK (UNIQUE ID#2001)
23	196	150,000	0	FLOOD MITIGATION (ID 2235)
23	198	3,870,000	0	FLOODING IN RYE BROOK, AVON CIRCLE AREA - (ID 2236)
23	206	121,250	0	FLOOD MITIGATION - HARRISON AVE YONKERS (ID 2324)
23	208	128,750	0	FLOOD MITIGATION - CLUNIE AVE YONKERS (ID 2326)
24	81	2,000,000	0	FLOOD MITIGATION STUDY - ID 2448
24	30	0	0	FLOOD MITIGATION-BRIARCLIFF MANOR (UNIQUE ID# 1953) (RECIND BOND ACT 95-22)
24	186	450,000	0	HARTSDALE BROOK AREA STUDY

Total Financing History:

19,986,499

Recommended By:

Department of Planning
MLLL

Date
07-01-2025

Department of Public Works
GGKK

Date
07-09-2025

Budget Department
CNRA

Date
07-10-2025

Requesting Department
DSK2

Date
07-10-2025

FLOOD MITIGATION (BPL26)

User Department : Planning

Managing Department(s) : Planning ;

Estimated Completion Date: TBD

Planning Board Recommendation: Project approved in concept but subject to subsequent staff review.

FIVE YEAR CAPITAL PROGRAM (in thousands)

	Est Ult Cost	Appropriated	Exp / Obl	2025	2026	2027	2028	2029	Under Review
Gross	155,750	76,500	13,347	44,250	5,000	5,000	5,000		20,000
Non County Share									
Total	155,750	76,500	13,347	44,250	5,000	5,000	5,000		20,000

Project Description

This project is intended to provide a share of the cost of funding flood mitigation projects that are proposed by local municipalities and approved by the County, as well as provide funding for watershed analyses and project development plans prepared by the County or in partnership with state and federal agencies. This is a general fund, specific projects are subject to a Capital Budget Amendment.

Current Year Description

The current year request funds the continuation of this project.

Current Year Financing Plan

Year	Bonds	Cash	Non County Shares	Total
2025	44,250,000			44,250,000

Impact on Operating Budget

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

FLOOD MITIGATION (BPL26)

Appropriation History

Year	Amount	Description	Status
2009	5,400,000	Mamaroneck and Sheldrake Rivers basin flood damage reduction study; Four local municipal flood projects	COMPLETE
2012	5,000,000	Flood Mitigation Projects to be Determined	\$850,000 DESIGN; \$4,150,000 CONSTRUCTION
2013	5,000,000	Flood related projects	\$1,500,000 COMPLETE; \$3,350,000 CONSTRUCTION; \$150,000 DESIGN
2015	150,000	Design of a countywide system of stream and storm gauges	AWAITING BOND AUTHORIZATION
2016	5,000,000	Continuation of this project	\$3,113,500 DESIGN; \$1,886,500 CONSTRUCTION; \$863,500 AWAITING BOND AUTHORIZATION
2021	200,000	Design and installation of a maintenance gate at Sprain Brook, Yonkers	AWAITING BOND AUTHORIZATION
2022	11,000,000	The US Army Corps of Engineers' project in the Village of Mamaroneck/Sheldrake and Mamaroneck rivers	AWAITING BOND AUTHORIZATION
2023	17,500,000	\$10,300,000 continuation of this project; \$7,000,000 for Mamaroneck/Sheldrake Rivers, and \$200,000 for City of Yonkers Scotti Field flood project	AWAITING BOND AUTHORIZATION
2024	27,250,000	Continuation of this project	AWAITING BOND AUTHORIZATION
Total	76,500,000		

Prior Appropriations

	Appropriated	Collected	Uncollected
Bond Proceeds	76,500,000	6,891,825	69,608,175
Total	76,500,000	6,891,825	69,608,175

FLOOD MITIGATION (BPL26)

Bonds Authorized

Bond Act	Amount	Date Sold	Amount Sold	Balance
79 09	900,000	12/02/10	358,000	499
		12/02/10	(358,000)	
		11/30/11	522,141	
		11/30/11	77,859	
		11/19/15	250,434	
		11/19/15	48,566	
		11/19/15	501	
140 09	2,441,625	10/24/12	740,494	
		10/24/12	75,506	
		10/24/12	6,240	
		12/10/13	852,989	
		12/10/13	104,011	
		12/10/13	2,925	
		11/19/15	334,212	
		11/19/15	64,813	
		11/19/15	669	
		12/15/16	259,766	
11 17	2,974,875	12/15/17	31,948	472,636
		12/15/17	5,866	
		12/15/17	50	
		12/15/17	29,606	
		12/15/17	5,436	
		12/15/17	46	
		12/10/18	660,625	
		12/10/19	959,846	
		12/10/19	189,546	
		12/10/19	117,641	
		12/10/19	23,231	
		04/30/20	478,398	
171 18				
107 19	300,000	12/01/21	123,508	111,040
		11/30/23	59,583	
		11/30/23	5,869	
247 19				

FLOOD MITIGATION (BPL26)

171	21	350,000	11/30/23	56,656	287,764
			11/30/23	5,581	
175	21	270,000	11/30/23	201,681	48,454
			11/30/23	19,866	
85	22	130,000			130,000
92	22	2,200,000			2,200,000
95	22				
54	22	1,200,000			1,200,000
23	23	2,500,000	11/30/23	485,406	1,966,781
			11/30/23	47,813	
196	23	150,000			150,000
198	23	3,870,000			3,870,000
206	23	121,250			121,250
208	23	128,750			128,750
30	24				
81	24	2,000,000			2,000,000
186	24	450,000			450,000
Total		19,986,500		6,849,326	13,137,174

ACT NO. -20_____

RESCINDING BOND ACT OF THE COUNTY OF WESTCHESTER, NEW YORK, RESCINDING THE BOND ACT ADOPTED SEPTEMBER 20, 2021 TO FINANCE THE COST OF PREPARATION OF SURVEYS, PRELIMINARY AND DETAILED PLANS, SPECIFICATIONS AND ESTIMATES NECESSARY FOR THE CONSTRUCTION OF STORMWATER MANAGEMENT MEASURES AT VARIOUS COUNTY FACILITIES. (Adopted _____, 20_____).

WHEREAS, this Board has heretofore duly authorized the issuance of \$250,000 bonds to finance the cost of preparation of surveys, preliminary and detailed plans, specifications and estimates necessary for the construction of stormwater management measures at various County facilities, to wit: the mitigation of flooding along the Bronx River Parkway in the Village of Scarsdale including the reconnection of the river to the grassed floodplain on the west side of the southbound land of the parkway just north of Strathmore Road (the "Project"), pursuant to Act No. 156-2021 duly adopted on September 20, 2021; and

WHEREAS, it is now been determined that it is no longer necessary to issue County bonds for the Project, as described in Act No. 156-2021, and it is now necessary to rescind such Bond Act;

BE IT ENACTED BY THE COUNTY BOARD OF LEGISLATORS OF THE COUNTY OF WESTCHESTER, NEW YORK (by the affirmative vote of not less than a majority vote of the voting strength of said Board), AS FOLLOWS:

SECTION (A) The bond act duly adopted by this Board on September 20, 2021, entitled:

"ACT NO. 156-2021

BOND ACT AUTHORIZING THE ISSUANCE OF \$250,000 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 THE CONSTRUCTION OF STORMWATER MANAGEMENT MEASURES AT VARIOUS COUNTY FACILITIES; STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$250,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$250,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS.”

is hereby rescinded.

SECTION (B) The rescission 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.

* * *

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: BPL40

☒ 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

RESCIND BOND ACT 156-2021 - \$250,000 STRATHMORE ROAD AREA BRP

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: Susan Darling

Title: Chief Planner

Department: Planning

Date: 9/19/25

Reviewed By: [Signature]

DV9.19.25

9/22/25

Date:

Budget Director

9/22/25

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_____.

(SEAL) The Clerk and Chief Administrative Office of the
County Board of Legislators County of
Westchester, New York

STORMWATER MANAGEMENT - VARIOUS COUNTY FACILITIES II (BPL40)

User Department : Planning

Managing Department(s) : Planning ;

Estimated Completion Date: TBD

Planning Board Recommendation: Project approved in concept but subject to subsequent staff review.

FIVE YEAR CAPITAL PROGRAM (in thousands)

	Est Ult Cost	Appropriated	Exp / Obl	2025	2026	2027	2028	2029	Under Review
Gross	11,525	11,525	6,939						
Non County Share	(475)	(475)	(474)						
Total	11,050	11,050	6,465						

Project Description

This capital program is a continuation of capital project BPL23 Stormwater Management - Various County Facilities. This project will fund stormwater management for both water quality (in compliance with federal MS4 stormwater regulations administered by the NYSDEC) and quantity (to reduce flooding) and restore degraded habitat on County owned property. Projects will demonstrate best practices and improve resilience to climate change. This is a general fund; specific projects are subject to a Capital Budget Amendment.

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
2013	5,000,000	\$3,750,000 - Construction on Bronx River; \$1,250,000 - Construction on Bronx River at Harney Rd	CONSTRUCTION
2016	1,475,000	\$475,000 NCS for Fulton Brook; \$1,000,000 for continuation of this project	FULTON BROOK - COMPLETE ; \$1,000,000 - DESIGN / CONSTRUCTION
2020	500,000	Continuation of this project	DESIGN/ CONSTRUCTION
2021	750,000	Continuation of this project \$500,000 ; Feasibility study for Bronx River Flood Mitigation \$250,000	\$500,000 AWAITING BOND AUTHORIZATION; \$250,000 STUDY
2023	3,800,000	The removal of the County-owned Maiden Lane Dam at Oscawana Park in the Town of Cortlandt and the design and installation of a living shoreline/artificial reef at Edith Read Wildlife Sanctuary and Playland Park.	DESIGN / CONSTRUCTION
Total	11,525,000		

STORMWATER MANAGEMENT - VARIOUS COUNTY FACILITIES II (BPL40)

Prior Appropriations

	Appropriated	Collected	Uncollected
Bond Proceeds	11,050,000	3,193,830	7,856,170
State Funds	475,000	475,000	
Others		(688)	688
Total	11,525,000	3,668,141	7,856,859

Bonds Authorized

Bond Act	Amount	Date Sold	Amount Sold	Balance
26 14	1,250,000	12/15/16	63,549	165,630
		12/15/17	129,277	
		12/15/17	23,737	
		12/15/17	201	
		12/10/18	363,679	
		12/10/19	264,920	
		12/10/19	52,315	
		04/30/20	164,510	
		10/28/20	17,816	
		10/28/20	2,496	
		10/28/20	688	
		11/30/23	1,076	
		11/30/23	106	
61 16	850,000	12/15/16	35,761	148,300
		12/15/17	94,934	
		12/15/17	17,431	
		12/15/17	147	
		12/10/18	249,897	
		12/10/19	182,021	
		12/10/19	35,945	
		04/30/20	85,312	
		11/30/23	230	
		11/30/23	23	
13 19	1,000,000	12/10/19	75,158	201,656
		12/10/19	14,842	
		04/30/20	191,430	
		12/01/21	127,600	
		12/01/22	240,070	
		12/01/22	23,858	
		11/30/23	114,142	
		11/30/23	11,243	
174 19	400,000	12/01/21	400,000	
63 21	88,952	12/01/22	80,911	
		12/01/22	8,041	

STORMWATER MANAGEMENT - VARIOUS COUNTY FACILITIES II (BPL40)

60	21				
156	21	250,000			250,000
91	22				
118	23	3,211,048	11/30/23	97,836	3,103,576
			11/30/23	9,637	
203	23	4,000,000	11/30/23	11,828	3,987,007
			11/30/23	1,165	
Total		11,050,000		3,193,831	7,856,169



September 19, 2025

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

Dear Honorable Members of the Board of Legislators:

Transmitted herewith for your review and approval is a bond act (the "Bond Act") which, if adopted by your Honorable Board, would authorize the County of Westchester (the "County") to issue up to \$1,200,000 in bonds of the County to finance a component of capital project BPL26 - Flood Mitigation ("BPL26"). Also attached is an act (the "Act") authorizing an intermunicipal agreement (the "IMA") with the City of New Rochelle (the "City") setting forth the terms of the flood mitigation project (the "Project").

The Bond Act, in the amount of \$1,200,000, would finance the County's share of the cost of a flood mitigation project consisting of the acquisition and replacement of stormwater pipes within Sub Basin #5 of the Stephenson Brook Watershed, in the City of New Rochelle, also identified as Flood Problem Area NRO-4 in the Coastal Long Island Sound Stormwater Reconnaissance Plan and in the municipal annex of the Countywide Hazard Mitigation Plan.

Design has been undertaken by the City. It is estimated that construction will take two years to complete and will begin after execution of the IMA and award and execution of the construction contracts.

The proposed IMA sets forth the responsibilities of the County and the City in connection with the Project. Under the proposed IMA, the City will grant the County a non-exclusive easement over the Property in order to facilitate the issuance of County bonds to finance the capital project's construction and such easement shall encumber the Property for so long as the bonds of the County are outstanding. The City shall construct, operate, maintain, repair, replace, inspect or restore the Project. In accordance with the IMA, the County and the City will each provide up to fifty (50%) percent of the total cost of the project which is estimated to be \$2,242,500. The County will pay to the City, on a reimbursement basis, an amount not to exceed \$1,120,750. Should the project costs exceed the amount contributed by the County, the City shall be solely responsible for any additional amount. Following construction, the City will be responsible for the operation, maintenance, scheduling and security of the Property and the Project at its expense. The term of the IMA will commence upon execution, and will continue for a period at least equal to the life of any County bonds issued to fund the Project, which is estimated to be forty years.

In 2011 your Honorable Board enacted the Westchester County Storm Water Management Law (“SWML”) to assist municipalities with storm water management (flood mitigation). *See* Laws of Westchester County Chapter 241, Article III-A, Sections 241.252-241.260. The SWML provides for the evaluation of flooding within the County through preparation of watershed “reconnaissance plans,” and the SWML authorizes County cooperation with municipalities, including funding assistance, to improve storm water management and reduce flooding.

By Act No. 134 – 2014, your Honorable Board approved the Stormwater Reconnaissance Plan for the Coastal Long Island Sound Watershed dated August 4, 2014. The City is identified as an area of recurring flooding in this plan. Criteria for funding stormwater management (flood mitigation) projects are also described in the plan, including discretionary fund policy requirements to affirmatively further fair housing. The IMA requires the City to adopt regulations and policies consistent with the flood mitigation criteria in the Stormwater Reconnaissance Plan for the Coastal Long Island Sound Watershed.

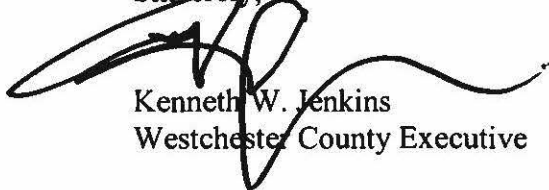
It should be noted that your Honorable Board has previously authorized the County to issue bonds which have financed prior components of this project as set forth in the attached fact sheet.

It should also be noted that since BPL26 is a “general fund” project, specific components are subject to a capital budget amendment. Section 1 of the Bond Act authorizes an amendment to the County’s capital budget to the extent the project scope is inconsistent with any details set forth in the current capital budget. Accordingly, the Bond Act, in addition to authorizing the issuance of bonds for this project, will also amend the 2025 capital budget to reflect the specific location of this project component.

In addition, section 167.131 of the Laws of Westchester County mandates that a capital budget amendment that introduces a new capital project or changes the location, size or character of an existing capital project be accompanied to the Board of Legislators by a report of the Westchester County Planning Board (the “Planning Board”) with respect to the physical planning aspects of the project. Accordingly, the Planning Board Report for BPL26 is annexed.

Based upon the foregoing, I recommend the adoption of the aforementioned Bond Act as well as the Act authorizing the IMA.

Sincerely,

A handwritten signature in black ink, appearing to read 'K. Jenkins', with a long, sweeping horizontal line extending to the right.

Kenneth W. Jenkins
Westchester County Executive

Attachments

**THE HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER**

Your Committee is in receipt of a transmittal from the County Executive recommending approval of a bond act (the "Bond Act"), which if adopted, would authorize the County of Westchester (the "County") to issue up to \$1,200,000 in bonds to finance a component of capital project BPL26 - Flood Mitigation ("BPL26"). Also attached is an act (the "Act") authorizing an intermunicipal agreement (the "IMA") with the City of New Rochelle (the "City") setting forth the terms of the flood mitigation project (the "Project").

Your Committee is advised that the Bond Act, in the amount of \$1,200,000, prepared by the law firm of Hawkins Delafield & Wood LLP, would finance the County's share of the cost of a flood mitigation project consisting of the acquisition and replacement of stormwater pipes within Sub Basin #5 of the Stephenson Brook Watershed, in the City of New Rochelle, also identified as Flood Problem Area NRO-4 in the Coastal Long Island Sound Stormwater Reconnaissance Plan and in the municipal annex of the Countywide Hazard Mitigation Plan.

Design has been undertaken by the City. It is estimated that construction will take two years to complete and will begin after execution of the IMA and award and execution of the construction contracts.

The proposed IMA sets forth the responsibilities of the County and the City in connection with the Project. Under the proposed IMA, the City will grant the County a non-exclusive easement over the Property in order to facilitate the issuance of County bonds to finance the capital project's construction and such easement shall encumber the Property for so long as the bonds of the County are outstanding. The City shall construct, operate, maintain, repair, replace, inspect or restore the Project. In accordance with the IMA, the County and the City will each provide up to fifty (50%) percent of the total cost of the project which is estimated to be \$2,242,500. The County will pay to the City, on a reimbursement basis, an amount not to exceed \$1,120,750. Should the project costs exceed the amount contributed by the County, the City shall be solely responsible for any additional amount. Following construction, the City will be responsible for the operation, maintenance, scheduling and security of the Property and the Project at its expense. The term of the IMA will commence upon execution, and will continue for

a period at least equal to the life of any County bonds issued to fund the Project, which is estimated to be forty years.

In 2011 your Honorable Board enacted the Westchester County Storm Water Management Law (“SWML”) to assist municipalities with storm water management (flood mitigation). See Laws of Westchester County Chapter 241, Article III-A, Sections 241.252-241.260. The SWML provides for the evaluation of flooding within the County through preparation of watershed “reconnaissance plans,” and the SWML authorizes County cooperation with municipalities, including funding assistance, to improve storm water management and reduce flooding.

By Act No. 134 – 2014, your Honorable Board approved the Stormwater Reconnaissance Plan for the Coastal Long Island Sound Watershed dated August 4, 2014. The City is identified as an area of recurring flooding in this plan. Criteria for funding stormwater management (flood mitigation) projects are also described in the plan, including discretionary fund policy requirements to affirmatively further fair housing. The IMA requires the City to adopt regulations and policies consistent with the flood mitigation criteria in the Stormwater Reconnaissance Plan for the Coastal Long Island Sound Watershed.

Your Committee notes that this Honorable Board has previously authorized the County to issue bonds which have financed prior components of this project as set forth on the attached fact sheet.

Your Committee is further advised that since BPL26 is a “general fund” project, specific components are subject to a capital budget amendment. Section 1 of the Bond Act authorizes an amendment to the County’s capital budget to the extent the project scope is inconsistent with any details set forth in the current capital budget. Accordingly, the Bond Act, in addition to authorizing the issuance of bonds for this project, will also amend the 2025 capital budget to reflect the specific location of this project component.

In addition, section 167.131 of the Laws of Westchester County mandates that a capital budget amendment that introduces a new capital project or changes the location, size or character of an existing capital project be accompanied to the Board of Legislators by a report of the Westchester County Planning Board (the “Planning Board”) with respect to the physical planning aspects of the project. Accordingly, the Planning Board Report for BPL26 is annexed.

The Department of Planning has advised your Committee that based on its review, the proposed flood mitigation project would constitute an “Unlisted” action under the State Environmental Quality Review Act and its implementing regulations 6 NYCRR, Part 617 (“SEQR”). A Resolution, and proposed Negative Declaration, along with an Environmental Assessment Form (“EAF”), prepared by the Department of Planning, are attached to assist your Honorable Board in complying with SEQR. Should your Honorable Board conclude that the proposed action will not have any significant impact on the environment; it must approve the Resolution adopting the Negative Declaration prior to enacting the aforementioned Acts.

Please note that an affirmative vote of two-thirds of the members of your Honorable Board is required in order to adopt the Bond Act, while a simple majority of the voting strength of your Honorable Board is required to adopt the Act authorizing the IMA.

Based on the importance of this project to the County, your Committee recommends favorable action on the annexed Bond Act and Act authorizing the IMA.

Dated: _____, 2025

White Plains, New York

COMMITTEE ON

C:MG/9-17-25

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: BPL26

☐ NO FISCAL IMPACT PROJECTED

SECTION A - CAPITAL BUDGET IMPACT

To Be Completed by Budget

☒ GENERAL FUND

☐ AIRPORT FUND

☐ SPECIAL DISTRICTS FUND

Source of County Funds (check one):

☒ Current Appropriations

☐ Capital Budget Amendment

STEPHENSON BK NEW ROCHELLE

SECTION B - BONDING AUTHORIZATIONS

To Be Completed by Finance

Total Principal \$ 1,200,000 PPU 30 Anticipated Interest Rate 4.12%

Anticipated Annual Cost (Principal and Interest): \$ 71,167

Total Debt Service (Annual Cost x Term): \$ 2,135,010

Finance Department: Interest rates from September 18, 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: 13

Prepared by: Obed Varughese

Title: Associate Planner

Department: Planning

Date: 9/22/25

Reviewed By: 

09/23/25
@ 9/23/25

Budget Director

Date: 9/23/25

TO: Michelle Greenbaum, Senior Assistant County Attorney
Jeffrey Goldman, Senior Assistant County Attorney
Carla Chaves, Senior Assistant County Attorney
Maximilian Zorn, Assistant County Attorney

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

DATE: September 16, 2025

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT:
BPL26 FLOOD MITIGATION – SUB BASIN 5 DRAINAGE
IMPROVEMENTS, CITY OF NEW ROCHELLE**

The Planning Department has reviewed the above referenced capital project (Fact Sheet Unique ID 3004) in accordance with the State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617 (SEQR).

Pursuant to SEQR, this project has been classified as an Unlisted action. The County, in an effort to expedite the project, is conducting uncoordinated review as permitted by SEQR. A Short Environmental Assessment Form has been prepared for the project for consideration by the Board of Legislators.

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

DSK/oav
Att.

cc: Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Lawrence Soule, Budget Director
Tami Altschiller, Assistant Chief Deputy County Attorney
Blanca P. Lopez, Commissioner of Planning
Dianne Vanadia, Associate Budget Director
Susan Darling, Chief Planner
Michael Lipkin, Associate Planner
Claudia Maxwell, Principal Environmental Planner

BPL26 Flood Mitigation**FIVE YEAR CAPITAL PROGRAM (in thousands)**

	Estimated Ultimate Total Cost	Approp- riated	2025	2026	2027	2028	2029	Under Review
Gross	120,750	76,500	44,250					
Non-County Share								
County Share	120,750	76,500	44,250					

Project Description

This project provides funding for County and local municipal flood mitigation projects that are recommended by the County Stormwater Advisory Board and identified in watershed-based flood action plans and the County-wide hazard mitigation plan and proposed by local municipalities. Grants and other funding sources will be sought to the greatest extent practical.

The 2025 Capital Budget Amendment to BPL26 Flood Mitigation in the amount of \$1.2M for the site specific replacement and upsizing of stormwater pipes within Sub Basin #5 of the Stephenson Brook watershed within the City of New Rochelle. The project area is identified in the Coastal Long Island Sound Stormwater Reconnaissance Plan as Flood Problem Area NRO-4 and is also identified in the municipal annex of the Countywide Hazard Mitigation Plan. The project has received a recommendation from the Westchester Stormwater Advisory Board.

Appropriation Requests

2009: \$5,400,000 for Flood Mitigation of County facilities.

2012: \$5,000,000 for Flood mitigation.

2013: \$5,000,000 for Flood mitigation.

2015: \$150,000 for Flood mitigation.

2016: \$5,000,000 for Flood mitigation.

2021: \$200,000 for Flood mitigation.

2022: \$11,000,000 for Flood mitigation.

2023: \$17,500,000 for Flood mitigation

1. \$17,000,000 for Village of Mamaroneck from the Sheldrake and Mamaroneck Rivers.
2. BOL add of \$300,000 for Town of Mamaroneck Drainage Study,
3. \$200,000 for Yonkers Scotti Field flood projects, and

2024 BOL adds (\$27,250,000 total)

1. Pelham Flood Mitigation, \$16,000,000
2. Pelham Manor Flood Mitigation, \$6,000,000
3. Bronxville Stormwater Conveyance system, \$ 200,000
4. City of Rye Stormwater System Improvements for Flood Mitigation, \$250,000
5. County Share of ACE Project in Village of Mamaroneck, \$4,000,000
6. Flood Mitigation Study - Village of Mamaroneck Jefferson Avenue Parking Lot, \$150,000
7. Village of Mamaroneck Detention Retention Enhancement Study, \$150,000
8. Ardsley Road and Edgemont Road Drainage Study in Edgemont, \$500,000

2025: \$10M additional flood mitigation funds for continuation of this project. \$34,250,000 for BOL additions to the 2025 appropriations

Justification

The program enables Westchester County to construct projects and partner with municipalities and other government agencies to provide funding for flood mitigation or flood damage reduction projects. Through partnerships with our municipalities and other government entities such as the US Army Corps of Engineers and NYS Department of Environmental Conservation, the County will work to reduce flooding problems and impacts on people and property throughout Westchester County.

Consistency with Programs or Plans

This project is consistent with the policies of “**Westchester 2025**”, the County’s long-range land use policies. As per Westchester County policy, stormwater management must be addressed with every capital project where feasible.

Planning Board Analysis

PL2 Planning Department staff will monitor the progress of design to address physical and environmental planning concerns including the stormwater management. Standards contained in the “Management Design Manual and the NYS Standards and Specifications for Erosion and Sediment Control” should be maintained.

RESOLUTION NO. 2025 - _____

WHEREAS, there is pending before this Honorable Board a Bond Act to authorize the County of Westchester (the “County”) to issue bonds in connection with capital project BPL26 – Flood Mitigation (Unique ID# 3004) and an Act to authorize the County to enter into an intermunicipal agreement with the City of New Rochelle (the “City”) in connection with a flood mitigation project to construct new stormwater infrastructure to reduce flooding on residential and commercial properties within the area described as Sub-Basin 5 of the Stephenson Brook watershed in the in the City (together the “Project”); and

WHEREAS, this Honorable Board has determined that the proposed Project would constitute an action under Article 8 of the Environmental Conservation Law, known as the State Environmental Quality Review Act (“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 is assuming the role of Lead Agency and conducting an uncoordinated review as permitted by SEQRA; and

WHEREAS, in accordance with SEQRA 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 in connection with the Project; and be it further

RESOLVED, the Clerk of the Board of Legislators is authorized and directed to sign the Determination of Significance in the 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.

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			
City of New Rochelle			
Name of Action or Project:			
SUBBASIN 5 - Eastchester Rd / White Oak St / North Ave Improvements			
Project Location (describe, and attach a location map):			
Eastchester Rd, White Oak St, North Ave - New Rochelle, NY 10804			
Brief Description of Proposed Action:			
The project aims to mitigate surface flooding at Eastchester Road, White Oak Street, and North Avenue through a phased approach, beginning with pre-design services like surveys, soil borings, and site assessments, followed by stormwater modeling and analysis to evaluate existing and proposed drainage capacity. The final phase involves completing design drawings with iterative client reviews at 30%, 60%, and 100% completion before finalizing bid-ready documents, selecting a construction contractor, and implementing the improvements for construction. Construction estimate revised for 2026 dollars. This Stormwater Resiliency Project includes: • Widening ~1,900 feet of an existing drainage channel along North Ave. • Installing a diversion chamber near Eastchester Rd and North Ave to redirect flow from an overburdened storm sewer system. • Installing ~1,240 feet of new 24" and 48" drainage pipes with associated catch basins and manholes along Eastchester Rd, White Oak St, and North Ave			
Name of Applicant or Sponsor:		Telephone: 914-654-2141	
Wilfredo Melendez, City of New Rochelle		E-Mail: wmelende@newrochelleny.gov	
Address:			
515 North Avenue			
City/PO:		State:	Zip Code:
New Rochelle		NY	10801
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation?			NO
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.			YES
			☒
2. Does the proposed action require a permit, approval or funding from any other government Agency?			NO
If Yes, list agency(s) name and permit or approval: Westchester County BPL-26 funding approval			YES
			☒
3. a. Total acreage of the site of the proposed action?		~23.70 acres	
b. Total acreage to be physically disturbed?		~6.07 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		~23.53 acres	
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. ☒ Urban ☐ Rural (non-agriculture) ☐ Industrial ☒ Commercial ☒ Residential (suburban)			
☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other(Specify):			
☒ Parkland			

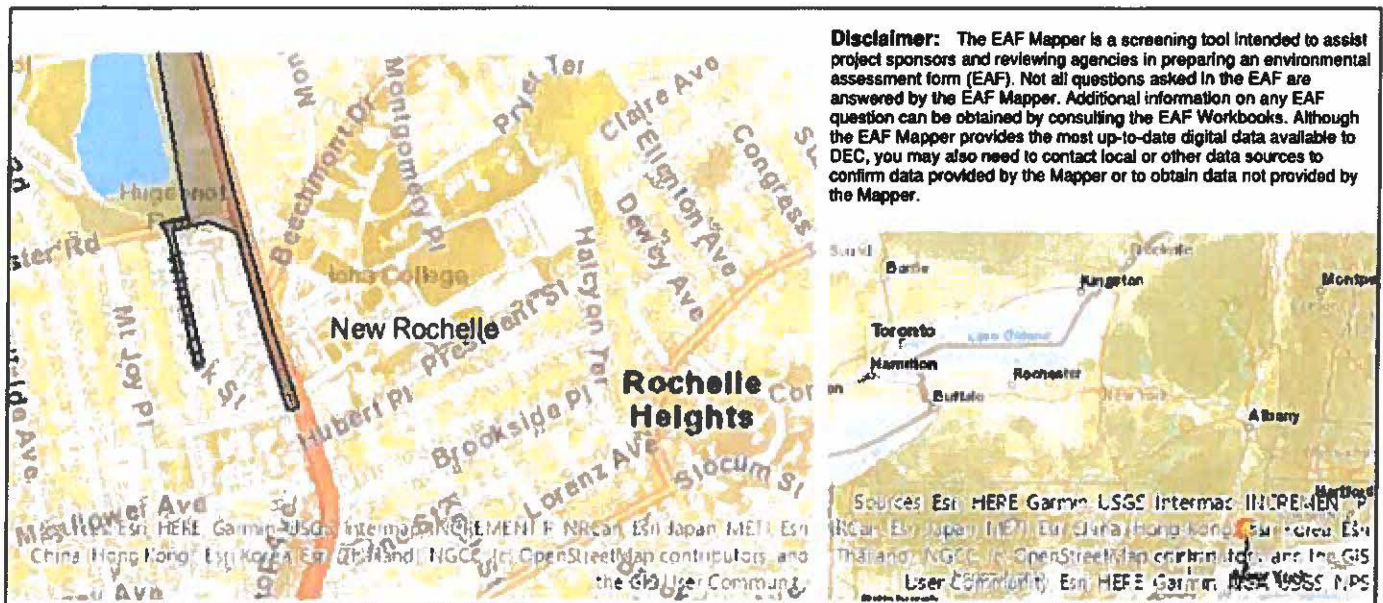
5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	☐	☐	☒
b. Consistent with the adopted comprehensive plan?	☐	☐	☒
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	☐	☒	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO	YES	
If Yes, identify: _____	☒	☐	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	☒	☐	
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?	☐	☒	
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES	
If the proposed action will exceed requirements, describe design features and technologies: NA _____	☒	☐	
10. Will the proposed action connect to an existing public/private water supply?	NO	YES	
If No, describe method for providing potable water: _____ NA _____	☐	☒	
11. Will the proposed action connect to existing wastewater utilities?	NO	YES	
If No, describe method for providing wastewater treatment: _____	☐	☒	
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?	NO	YES	
Thomase Paine Cottage (90NR02481)	☐	☒	
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?	☐	☒	
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?	NO	YES	
	☐	☒	
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: _____ Huguenot Lake (1702-0122) & Paine Lake. Extent TBD.			

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		
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?	NO ☒	YES ☐
16. Is the project site located in the 100-year flood plan?	NO ☐	YES ☒
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO ☐	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:	NO ☒	YES ☐
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:	NO ☒	YES ☐
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:	NO ☒	YES ☐
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor/name: <u>GARY FRAZARILE</u> Date: <u>09/12/2025</u>		
Signature: <u>[Signature]</u> Title: <u>DEPUTY COMMISSIONER PUBLIC WORKS / CITY ENGINEER</u>		

PRINT FORM

EAF Mapper Summary Report

Monday, August 18, 2025 10:31 AM



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	Yes
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	Yes
Part 1 / Question 20 [Remediation Site]	Yes This is an Incorrect Mapper Finder.

Project: Sub Basin 5 Stephenson Brook

Date: September 2025

Short Environmental Assessment Form
Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	☒	☐
2. Will the proposed action result in a change in the use or intensity of use of land?	☒	☐
3. Will the proposed action impair the character or quality of the existing community?	☒	☐
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	☒	☐
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	☒	☐
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	☒	☐
7. Will the proposed action impact existing:	☒	☐
a. public / private water supplies?	☒	☐
b. public / private wastewater treatment utilities?	☒	☐
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	☒	☐
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	☒	☐
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	☒	☐
11. Will the proposed action create a hazard to environmental resources or human health?	☒	☐

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 Eastchester Rd – North Ave Stormwater Resiliency Project includes:

1. Widening ~1,900 feet of an existing drainage channel along North Ave.
2. Installing a diversion chamber near Eastchester Rd and North Ave to redirect flow from an overburdened storm sewer system.
3. Installing ~1,240 feet of new 24" and 48" drainage pipes with associated catch basins and manholes along Eastchester Rd, White Oak St, and North Ave

Thomas Paine Cottage is listed on the national register but is located approximately 500 feet away from the nearest proposed project element. Furthermore, proposed improvements are largely located below grade and will not impact any historic structures. Consequently, no adverse impact on the area's historic character is anticipated.

Huguenot Lake and Paine Lake are located within proximity of the project area but no impacts are proposed to either of those waterbodies. The project involves increasing the capacity of a drainage channel that runs along North Avenue, which will be restored as a natural stream channel. The project will improve the flow of stormwater to reduce flooding in the area.

The area in which the work will occur is urban in character. All work will occur in previously disturbed areas. As such the proposed action will not result in any significant adverse environmental impacts.

☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.	
☒ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.	
County of Westchester	
Name of Lead Agency	Date
Malika Vanderburg	Clerk to the Board of Legislators
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
	
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

PRINT FORM

ACT NO. -20_____

BOND ACT AUTHORIZING THE ISSUANCE OF \$1,200,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COUNTY'S SHARE OF THE COST OF A FLOOD MITIGATION PROJECT IN THE CITY OF NEW ROCHELLE, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$1,200,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$1,200,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS (Adopted _____, 20____)

BE IT ENACTED BY THE COUNTY BOARD OF LEGISLATORS OF THE COUNTY OF WESTCHESTER, NEW YORK (by the affirmative vote of not less than two-thirds of the voting strength of said Board), AS FOLLOWS:

Section 1. Pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the "Law"), the Westchester County Administrative Code, being Chapter 852 of the Laws of 1948, as amended, an Intermunicipal Agreement between the County and the City of New Rochelle, and the provisions of other laws applicable thereto; \$1,200,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the County's share of the cost of a flood mitigation project consisting of the acquisition and replacement of stormwater pipes within Sub Basin #5 of the Stephenson Brook Watershed, in the City of New Rochelle, also identified as Flood Problem Area NRO-4 in the Coastal Long Island Sound Stormwater Reconnaissance Plan and in the municipal annex of the Countywide Hazard Mitigation Plan, as set forth in the County's

Current Year Capital Budget, as amended. To the extent that the details set forth in this act are inconsistent with any details set forth in the Current Year Capital Budget of the County, such Budget shall be deemed and is hereby amended. The estimated maximum cost of the County's share of said specific object or purpose, including preliminary costs and costs incidental thereto and the financing thereof is \$1,200,000. The plan of financing includes the issuance of \$1,200,000 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. 4 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 \$1,200,000. 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 \$1,200,000 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 \$1,200,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COUNTY'S SHARE OF THE COST OF A FLOOD MITIGATION PROJECT IN THE CITY OF NEW ROCHELLE, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$1,200,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$1,200,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS (Adopted _____, 20____)

Object or purpose: to finance the County's share of the cost of a flood mitigation project consisting of the acquisition and replacement of stormwater pipes within Sub Basin #5 of the Stephenson Brook Watershed, in the City of New Rochelle, also identified as Flood Problem Area NRO-4 in the Coastal Long Island Sound Stormwater Reconnaissance Plan and in the municipal annex of the Countywide Hazard Mitigation Plan; as set forth in the County's Current Year Capital Budget, as amended.

Amount of obligations to be issued
and period of probable usefulness: \$1,200,000; 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

CAPITAL PROJECT FACT SHEET

Project ID:* BPL26	☒ CBA	Fact Sheet Date:* 08-05-2025
Fact Sheet Year:* 2025	Project Title:* FLOOD MITIGATION	Legislative District ID: 10
Category* BUILDINGS, LAND & MISCELLANEOUS	Department:* PLANNING	CP Unique ID: 3004

Overall Project Description

This project is intended to provide a share of the cost of funding flood mitigation projects that are proposed by local municipalities and approved by the County, as well as provide funding for watershed analyses and project development plans prepared by the County or in partnership with state and federal agencies. This is a general fund, specific projects are subject to a Capital Budget Amendment.

- | | | |
|---|--|--|
| ☒ Best Management Practices | ☐ Energy Efficiencies | ☒ Infrastructure |
| ☒ Life Safety | ☐ Project Labor Agreement | ☐ Revenue |
| ☐ Security | ☒ Other(COMMUNITY RESILIENCE/FLOOD MITIGATION) | |

FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2025	2026	2027	2028	2029	Under Review
Gross	155,750	76,500	44,250	5,000	5,000	5,000	0	20,000
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	155,750	76,500	44,250	5,000	5,000	5,000	0	20,000

Expended/Obligated Amount (in thousands) as of : 13,361

Current Bond Description: The current request will fund new and upgraded stormwater pipes within Sub Basin #5 of the Stephenson Brook watershed within the City of New Rochelle. The project area is identified in the Coastal Long Island Sound Stormwater Reconnaissance Plan as Flood Problem Area NRO-4 and is also identified in the municipal annex of the Countywide Hazard Mitigation Plan.

Financing Plan for Current Request:

Non-County Shares:	\$ 0
Bonds/Notes:	1,200,000
Cash:	0
Total:	\$ 1,200,000

SEQR Classification:

UNLISTED

Amount Requested:

1,200,000

Expected Design Work Provider:

- | | | |
|---------------------------------------|-------------------------------------|--|
| ☐ County Staff | ☐ Consultant | ☒ Not Applicable |
|---------------------------------------|-------------------------------------|--|

Comments:

Energy Efficiencies:

Appropriation History:

Year	Amount	Description
2009	5,400,000	MAMARONECK AND SHELDRAKE RIVERS BASIN FLOOD DAMAGE REDUCTION STUDY; FOUR LOCAL MUNICIPAL FLOOD PROJECTS
2012	5,000,000	FLOOD MITIGATION PROJECTS TO BE DETERMINED
2013	5,000,000	FLOOD RELATED PROJECTS
2015	150,000	DESIGN OF A COUNTYWIDE SYSTEM OF STREAM AND STORM GAUGES
2016	5,000,000	CONTINUATION OF THIS PROJECT
2021	200,000	DESIGN AND INSTALLATION OF A MAINTENANCE GATE AT SPRAIN BROOK, YONKERS
2022	11,000,000	THE US ARMY CORPS OF ENGINEERS' PROJECT IN THE VILLAGE OF MAMARONECK/SHELDRAKE AND MAMARONECK RIVERS
2023	17,500,000	\$10,300,000 CONTINUATION OF THIS PROJECT; \$7,000,000 FOR MAMARONECK/SHELDRAKE RIVERS, AND \$200,000 FOR CITY OF YONKERS SCOTTI FIELD FLOOD PROJECT
2024	27,250,000	CONTINUATION OF THIS PROJECT
2025	44,250,000	CONTINUATION OF THIS PROJECT

Total Appropriation History:

120,750,000

Financing History:

Year	Bond Act #	Amount	Issued	Description
09	79	900,000	899,501	FLOOD MITIGATION STUDY: MAM'K & SHELDRAKE RIVERS BASIN
09	140	2,441,625	2,441,625	COUNTY PORTION OF FLOOD MITIGATION PROJECT IN COUNTY
17	11	2,974,875	2,502,239	COUNTY PORTION OF FLOOD MITIGATION PROJECT IN COUNTY (AMMENDED)
18	171	0	0	FUNDING FOR AN ENGINEERING STUDY TO DEVELOP A SOLUTION FOR FLOODING IN RYE BROOK, AVON CIRCLE AREA
19	107	300,000	238,764	INITIAL DESIGN OF PROJECT TO MITIGATE FLOODING ALONG THE HUTCHINSON RIVER
19	247	0	0	RECONSTRUCT THE HILLSIDE AVENUE BRIDGE IN THE VILLAGE OF MAMARONECK
21	171	350,000	111,070	FLOOD MITIGATION-TOWN OF NEW CASTLE (UNIKES ID# 1694)
21	175	270,000	221,546	FLOOD MITIGATION-YONKERS (UNIKES ID# 1692)
22	85	130,000	0	FLOOD MITIGATION-DOBBS FERRY (UNIKES ID# 1948)
22	92	2,200,000	0	FLOOD MITIGATION-MAMARONECK (UNIQUE ID# 1857)
22	54	1,200,000	55,694	FLOOD MITIGATION-PEEKSKILL (UNIKES ID# 1999)
22	95	0	0	FLOOD MITIGATION-BRIARCLIFF MANOR (UNIQUE ID# 1953)
23	23	2,500,000	562,627	RECONSTRUCT HILLSIDE AVENUE BRIDGE, VILLAGE OF MAMARONECK (UNIQUE ID#2001)
23	196	150,000	0	FLOOD MITIGATION (ID 2235)
23	198	3,870,000	0	FLOODING IN RYE BROOK, AVON CIRCLE AREA - (ID 2236)
23	206	121,250	0	FLOOD MITIGATION - HARRISON AVE YONKERS (ID 2324)
23	208	128,750	0	FLOOD MITIGATION - CLUNIE AVE YONKERS (ID 2326)
24	81	2,000,000	0	FLOOD MITIGATION STUDY - ID 2448
24	30	0	0	FLOOD MITIGATION-BRIARCLIFF MANOR (UNIQUE ID# 1953) (RECIND BOND ACT 95-22)
24	186	450,000	0	HARTSDALE BROOK AREA STUDY

Total Financing History:

19,986,499

Recommended By:

Department of Planning

MLLL

Date

08-08-2025

Department of Public Works

RJB4

Date

08-12-2025

Budget Department

DEV9

Date

08-14-2025

Requesting Department

OBVV

Date

08-14-2025

FLOOD MITIGATION (BPL26)

User Department : Planning

Managing Department(s) : Planning ;

Estimated Completion Date: TBD

Planning Board Recommendation: Project approved in concept but subject to subsequent staff review.

FIVE YEAR CAPITAL PROGRAM (in thousands)

	Est Ult Cost	Appropriated	Exp / Obl	2025	2026	2027	2028	2029	Under Review
Gross	155,750	76,500	13,347	44,250	5,000	5,000	5,000		20,000
Non County Share									
Total	155,750	76,500	13,347	44,250	5,000	5,000	5,000		20,000

Project Description

This project is intended to provide a share of the cost of funding flood mitigation projects that are proposed by local municipalities and approved by the County, as well as provide funding for watershed analyses and project development plans prepared by the County or in partnership with state and federal agencies. This is a general fund, specific projects are subject to a Capital Budget Amendment.

Current Year Description

The current year request funds the continuation of this project.

Current Year Financing Plan

Year	Bonds	Cash	Non County Shares	Total
2025	44,250,000			44,250,000

Impact on Operating Budget

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

FLOOD MITIGATION (BPL26)

Appropriation History

Year	Amount	Description	Status
2009	5,400,000	Mamaroneck and Sheldrake Rivers basin flood damage reduction study; Four local municipal flood projects	COMPLETE
2012	5,000,000	Flood Mitigation Projects to be Determined	\$850,000 DESIGN; \$4,150,000 CONSTRUCTION
2013	5,000,000	Flood related projects	\$1,500,000 COMPLETE; \$3,350,000 CONSTRUCTION; \$150,000 DESIGN
2015	150,000	Design of a countywide system of stream and storm gauges	AWAITING BOND AUTHORIZATION
2016	5,000,000	Continuation of this project	\$3,113,500 DESIGN; \$1,886,500 CONSTRUCTION; \$863,500 AWAITING BOND AUTHORIZATION
2021	200,000	Design and installation of a maintenance gate at Sprain Brook, Yonkers	AWAITING BOND AUTHORIZATION
2022	11,000,000	The US Army Corps of Engineers' project in the Village of Mamaroneck/Sheldrake and Mamaroneck rivers	AWAITING BOND AUTHORIZATION
2023	17,500,000	\$10,300,000 continuation of this project; \$7,000,000 for Mamaroneck/Sheldrake Rivers, and \$200,000 for City of Yonkers Scotti Field flood project	AWAITING BOND AUTHORIZATION
2024	27,250,000	Continuation of this project	AWAITING BOND AUTHORIZATION
Total	76,500,000		

Prior Appropriations

	Appropriated	Collected	Uncollected
Bond Proceeds	76,500,000	6,891,825	69,608,175
Total	76,500,000	6,891,825	69,608,175

FLOOD MITIGATION (BPL26)

Bonds Authorized

Bond Act	Amount	Date Sold	Amount Sold	Balance
79 09	900,000	12/02/10	358,000	499
		12/02/10	(358,000)	
		11/30/11	522,141	
		11/30/11	77,859	
		11/19/15	250,434	
		11/19/15	48,566	
		11/19/15	501	
140 09	2,441,625	10/24/12	740,494	
		10/24/12	75,506	
		10/24/12	6,240	
		12/10/13	852,989	
		12/10/13	104,011	
		12/10/13	2,925	
		11/19/15	334,212	
		11/19/15	64,813	
		11/19/15	669	
		12/15/16	259,766	
11 17	2,974,875	12/15/17	31,948	472,636
		12/15/17	5,866	
		12/15/17	50	
		12/15/17	29,606	
		12/15/17	5,436	
		12/15/17	46	
		12/10/18	660,625	
		12/10/19	959,846	
		12/10/19	189,546	
		12/10/19	117,641	
171 18		12/10/19	23,231	
		04/30/20	478,398	
107 19	300,000	12/01/21	123,508	111,040
		11/30/23	59,583	
		11/30/23	5,869	
247 19				

FLOOD MITIGATION (BPL26)

171	21	350,000	11/30/23	56,656	287,764
			11/30/23	5,581	
175	21	270,000	11/30/23	201,681	48,454
			11/30/23	19,866	
85	22	130,000			130,000
92	22	2,200,000			2,200,000
95	22				
54	22	1,200,000			1,200,000
23	23	2,500,000	11/30/23	485,406	1,966,781
			11/30/23	47,813	
196	23	150,000			150,000
198	23	3,870,000			3,870,000
206	23	121,250			121,250
208	23	128,750			128,750
30	24				
81	24	2,000,000			2,000,000
186	24	450,000			450,000
Total		19,986,500		6,849,326	13,137,174

ACT NO. 2025 - _____

AN ACT authorizing the County of Westchester to enter into an intermunicipal agreement with the City of New Rochelle in connection with a flood mitigation project (Capital Project BPL26, Unique ID# 3004).

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

Section 1. The County of Westchester (the “County”) is hereby authorized to enter into an intermunicipal agreement (the “IMA”) with the City of New Rochelle (the “City”), in connection with a flood mitigation project to be conducted in the City to mitigate flooding on residential and commercial properties within the area described as Sub-Basin 5 of the Stephenson Brook watershed in the City (the “Property”), pursuant to capital project BPL26 – Flood Mitigation (the “Project”).

§2. The County will contribute an amount of \$1,120,750 to finance up to 50% of the costs associated with the Project.

§3. In order to give the County the necessary interest in real property to be able to issue bonds towards the Project, the City shall grant a non-exclusive easement in, on, over, under and through the Property where the Project is located to the County, for a term commencing upon execution and continuing for a period at least equal to the life of any County bonds issued by the County for the construction of the Project, estimated to be forty years.

§4. The term of the IMA shall commence upon execution thereof by both parties and approval of same by the Office of the County Attorney, and shall continue for the life of the bonds issued by the County for the construction of the Project, estimated to be forty years.

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

§6. This Act shall take effect immediately.

AGREEMENT (“Agreement”), made the day of , 2025, by and between:

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601 (hereinafter referred to as the “County”)

and

THE CITY OF NEW ROCHELLE, a municipal corporation of the State of New York, having an office and place of business at 515 North Avenue, New Rochelle, NY 10801, (hereinafter referred to as the “Municipality”).

RECITALS

WHEREAS, in response to serious flooding issues throughout Westchester County, in 2011 the County enacted the Westchester County Storm Water Management Law (“SWML”) to assist municipalities with storm water management (flood mitigation). See Laws of Westchester County Chapter 241, Article III-A, Sections 241.252-241.260. The SWML provides for the evaluation of flooding within the County through preparation of watershed “reconnaissance plans”, and the SWML authorizes County cooperation with municipalities, including funding assistance, to improve storm water management and reduce flooding. The SWML authorizes the creation of a Storm Water Advisory Board (the “SWAB”) to assist County municipalities in addressing flooding; and

WHEREAS, the SWML enables the County to partner with municipalities within Westchester County to provide funding for flood mitigation and/or flood damage reduction projects; and

WHEREAS, the SWML funding program is divided into “Phase I” funding and “Phase II” funding; and

WHEREAS, Phase I funding is up to fifty (50) percent toward the costs for the preparation of detailed design, specification and construction documents for flood mitigation and/or flood damage reduction projects; and

WHEREAS, Phase II funding is up to fifty (50) percent toward the costs for the implementation and construction of flood mitigation and/or flood damage reduction projects; and

WHEREAS, approval by the Board of Legislators for Phase I funding does not guarantee approval for Phase II funding; and

WHEREAS, the Municipality wishes to participate in the SWML funding program and has submitted an application to the County for Phase II financial assistance to address flooding problems within the Municipality; and

WHEREAS, a Storm Water Reconnaissance Plan has been prepared by the County departments of Planning and Public Works and Transportation pursuant to the SWML entitled the Storm Water Reconnaissance Plan for the Coastal Long Island Sound Watershed (the "Reconnaissance Plan"); and

WHEREAS, the Reconnaissance Plan was recommended by the SWAB to the County Executive and the Board of Legislators; and

WHEREAS, the Board of Legislators approved the Reconnaissance Plan on August 4th, 2014, pursuant to Act No. 134 - 2014; and

WHEREAS, the area of flooding for which the Municipality wishes to participate in the SWML funding program is identified in a study or as a flood problem area in the Reconnaissance Plan; and

WHEREAS, pursuant to the SWML funding program and in an effort to protect County-owned and/or managed infrastructure, assets and property, including the protection of County bridges, sanitary sewer and/or storm water pipes, and County parkland and other municipal and private property, the County desires to contribute Phase II funding to the costs of construction associated with new stormwater infrastructure to reduce flooding on residential and commercial properties within the area described as Sub-Basin 5 of the Stephenson Brook watershed in the City of New Rochelle (the "Project"); and

WHEREAS, the Municipality has prepared designs, specifications and construction documents for the Project and the Project has been presented to and received support from the County Stormwater Advisory Board.

NOW, THEREFORE, in consideration of the mutual representations, covenants and agreements herein set forth, the County and the Municipality, each binding itself, its successors and assigns, do mutually promise, covenant and agree as follows:

ARTICLE I
TERM

Section 1.0. The recitals are hereby incorporated by reference into the body of this Agreement.

Section 1.1. The term of this Agreement shall be for a period commencing upon full execution hereof by both parties and approval of same by the Office of County Attorney, as evidenced by the date on the top of page 1 of this Agreement, and shall continue for a period equal to or greater than the life of any bonds issued by the County to fund the County's portion of the Project, which is estimated to be forty (40) years.

ARTICLE II
TERMS OF PAYMENT, EASEMENT AND MUNICIPALITY REPRESENTATIONS

Section 2.0. Pursuant to the County's SWML funding program and in an effort to protect County-owned and/or managed infrastructure, assets and property, including the protection of County bridges, sanitary sewer and/or storm water pipes, and County parkland and other municipal and private property, the County desires at this time to contribute Phase II funding toward construction costs of the Project, including any final designs and construction documents. The Project is owned by the Municipality and consists of flood mitigation and/or flood damage reduction work. The scope of work for this Phase II funding agreement is more fully described in Schedule "A", attached hereto and made a part hereof. In consideration for the County's aforesaid contribution, the Municipality represents that

it shall complete the design, specification, construction documents and construction of the Project in accordance with Schedule "A" and all of the other terms of this Agreement.

The County agrees to finance the design, specification, construction documents and construction for the Project on a reimbursement basis. It is recognized and understood by the Municipality that at the time of execution of this Agreement, the County has obtained appropriations and bonding authority to finance up to \$750,000.00 for the construction of the Project. The County share of the construction of the Project shall not exceed that amount. Eligible project construction costs up to \$2,241,500.00 shall be paid fifty (50) percent by the County (up to \$1,120,750.00) and fifty (50) percent by the Municipality; provided, however, should the total eligible project construction costs be less than \$2,242,500.00, the County shall only be responsible for fifty (50) percent of the lesser amount. The Municipality shall be responsible for all costs in relation to the Project that exceed the County's contribution set forth herein, and under no circumstances or conditions, whether now existing or hereafter arising, or whether beyond the present contemplation of the parties, shall the County be expected or required to make any payment of any kind whatsoever or be under any other obligation or liability hereunder in connection with this Project except as herein expressly set forth.

The County does not provide or extend any warranty of fitness for a particular purpose or workmanship for any work undertaken in connection with, or paid under, this Agreement. Payment hereunder by the County shall operate as a release to the County from any and all obligations or liabilities in connection herewith to the Municipality, its contractor(s), or subcontractor(s) hereunder.

Section 2.1. The Municipality represents that within one (1) year of the date hereof that the "Flood Mitigation Criteria" developed by the SWAB and approved by the Board of Legislators will have been adopted in the Municipality's appropriate land use regulations, guidelines and policies or in stand-alone form, and documentation of the adoption of such policies must be provided to and approved by the Commissioner of the County Department of Planning ("Planning Commissioner"). It is understood and agreed to by the Municipality that the payment of County funds under this Agreement for the Project is contingent upon the Municipality's adoption of the aforesaid policies.

Section 2.2. The parties agree that all payments made by the County to the Municipality shall be on a reimbursement basis only. Any and all requests for payment to be made, including any request for partial payment upon completion of a portion of the Project, shall be submitted by the Municipality on properly executed payment vouchers of the County and paid only after approval by the Planning Commissioner and the Commissioner of the Westchester County Department of Public Works and

Transportation (“DPWT Commissioner”). The Municipality agrees that it shall submit all documentation that the County may require to substantiate all requests for payment. All payment vouchers must be accompanied by a numbered invoice and must contain the invoice number where indicated. All invoices submitted during each calendar year shall utilize consecutive numbering and be non-repeating. In no event shall a *final* payment be made to the Municipality prior to completion of the Project and the approval of same by the Planning Commissioner and DPWT Commissioner. If at any time the Municipality shall neglect or fail to perform properly any of its obligations under this Agreement, the County shall have the right to withhold, in whole or in part, any payments otherwise due or to become due to the Municipality hereunder until such neglect or failure shall have been remedied to the reasonable satisfaction of the County.

Section 2.3. Prior to the construction of the Project, the Municipality agrees to convey to the County, its successors, and assigns a non-exclusive easement(s) (the “Easement(s)”) in, upon, under and over that portion of the Municipality’s property within which the Project is located (the “Property”), which Easement(s) shall be substantially in the form attached hereto and made a part hereof as Schedule “B”. The Municipality shall be solely responsible for obtaining any and all easements on non-Municipally-owned property needed in connection with the carrying out the Project and shall provide copies of said easements to the Planning Commissioner. Said easements shall name Westchester County as a Grantee solely for the purposes of carrying out the work needed to accomplish the Project and said easements shall be for a term equal to or greater than the life of any bonds issued by the County to fund the County’s portion of the Project.

Section 2.4. The Municipality represents warrants and guarantees that:

(a) It is a municipal corporation duly organized, validly existing under the laws of the State of New York; the execution and performance of this Agreement by the Municipality has been duly authorized by its governing body; this Agreement, and any other documents required to be delivered by the Municipality when so delivered, will constitute the legal, valid and binding obligations of the Municipality in accordance with their respective terms; and the Municipality will deliver to the County at the time of execution of this Agreement a resolution adopted by its governing body authorizing the execution of this Agreement, and any other documents required to be delivered by the Municipality, including the aforesaid Easement;

(b) The person signing this Agreement on behalf of the Municipality has full authority to bind the Municipality to all of the terms and conditions of this Agreement pursuant to the resolution granting such authority by the Municipality's governing body, as noted above;

(c) It is financially and technically qualified to perform its obligations hereunder, including without limitation, full implementation of the Project; and

(d) The Municipality acknowledges that the County is acting in reliance on the above representations.

ARTICLE III

MANAGEMENT OF THE PROJECT

Section 3.0. The Municipality shall be responsible for all construction phases of the Project, including, but not limited to, any additional study or engineering necessary to fully comply with the requirements of the funding program, final engineering, specifications and designs, and all phases of construction and post-construction elements. The Municipality shall submit any required documentation, including additional engineering or progress reports, to the DPWT Commissioner or his duly authorized representative and to the Planning Commissioner or her duly authorized designee for review, and said design plans and specifications shall be mutually approved by all parties. The Municipality shall fully complete the project tasks as set forth in Schedule "A" and submit proof of such completion to the County for its review and approval on or before five (5) years from the date of the execution of this Agreement by all parties. Notwithstanding the foregoing, the parties may agree to a twelve (12) month extension of time for completion, subject to all necessary legal approvals for such extension of time. In the event that the Municipality fails to complete the scope of work set forth in Schedule "A" and submit proof of such completion to the County in a timely manner as set forth herein, including any twelve (12) month extension agreed to between the parties, it shall remit all funds disbursed hereunder to the County within thirty (30) days of receipt of written request from the County unless an extension of time for completion is mutually agreed to between the parties, subject to all necessary legal approvals for said extension of time.

Section 3.1. In connection with the Project, the Municipality shall obtain all required approvals and permits and promptly execute and comply with all statutes, ordinances, rules, orders, regulations, codes and requirements of the Federal, State, County and municipal governments of the County. The Municipality shall also comply with any and all sanitary rules and regulations of the State and County

Health Departments and with the State Environmental Quality Review Act. The Municipality shall comply with the aforementioned statutes, ordinances, rules, orders, regulations, codes and requirements in its implementation of the Project including, but not limited to management, operation, maintenance and supervision of same.

ARTICLE IV

FAIR AND AFFORDABLE HOUSING CONDITIONS

Section 4.0. The Municipality hereby commits to the County that it is in compliance with the terms and conditions set forth in the County's Discretionary Funding Policy annexed hereto and forming a part hereof as Schedule "E" or has submitted documentation to the satisfaction of the County that the Municipality is not considered an eligible municipality under these requirements.

Section 4.1. As further consideration for the County's financial contribution toward the Project, the Municipality certifies that it has adopted municipal zoning code provisions and/or policies which reflect the guidance provided in the Model Ordinance Provisions and the Municipality is committed to affirmatively further fair housing, including a ban on local residency requirements and preferences and other selection preferences that do not affirmatively further fair housing, except to the extent provided in the Model Ordinance Provisions.

Section 4.2. The Municipality agrees to offer to the County a Right of First Refusal to retain and/or purchase any and all land acquired in rem to be used for housing that affirmatively furthers fair housing ("AFFH").

Section 4.3. The Municipality agrees to actively affirmatively further fair housing through its land use regulations and other affirmative measures to assist the development of affordable housing.

Section 4.4. The Municipality further agrees to market housing units that affirmatively further fair housing in accordance with Westchester County's Affirmative Fair Housing Marketing Plan throughout the period of affordability.

Section 4.5. Nothing in this Agreement is intended to affect the County's interest in the Project or release the Municipality from its obligations under the law with respect to affordable AFFH units.

Section 4.6. Should the Municipality fail to abide by any of the above conditions, the Municipality shall, upon thirty (30) days written notice by the County, refund any funds paid to the Municipality under this Agreement.

ARTICLE V
ACCOUNTING

Section 5.0. The Municipality shall cause accurate records and books of account to be maintained in which shall be entered all matters relating to this Agreement, including all liabilities thereof and all expenditures, and payments to any and all contractors or subcontractors involved in the Project. Such books and records shall be maintained in accordance with generally accepted accounting principles, consistently applied and shall be kept at a location within Westchester County. The Municipality will provide the County with documentation, upon the County's request, in order to verify same. The County shall have the right to audit, inspect, examine and copy such books and records of the Municipality at all reasonable times during normal business hours at the office of the Municipality. The County's audit rights hereunder extend to all documents, reports, and records which relate to the Municipality's commitment to affirmatively further fair housing as described in Article IV herein.

ARTICLE VI
NOTICES

Section 6.0. All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier, (with acknowledgement received and a copy of the notice sent by registered or certified mail, postage pre-paid), as set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt. Notices shall be sent to the following:

To the County:

Commissioner
Department of Planning
County of Westchester
148 Martine Avenue
White Plains, New York 1060

Commissioner
Department of Public Works and Transportation
County of Westchester
148 Martine Avenue
White Plains, New York 10601

with a copy to:

County Attorney
County of Westchester
148 Martine Avenue
Room 600
White Plains, New York 10601

To the Municipality:

Village of Croton-on-Hudson
1 Van Wyck Street
Croton-on-Hudson, New York 10510

with a copy to:

ARTICLE VII

INDEMNIFICATION

Section 7.0. To the fullest extent permitted by law, the Municipality shall defend, indemnify and hold harmless the County, its elected officials, officers, employees and agents (the "Indemnitees") from and against, any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly from the Project, including any which may arise from a change in applicable laws, rules and regulations, that may be imposed upon or incurred by or asserted against any of the Indemnitees by reason of any of the following:

(a) Work. Any construction, repair, alteration, addition, replacement, restoration or improvement work done by or on behalf of the Municipality in, on or about the Project or any part thereof;

(b) Use. The use, occupation, condition, operation, maintenance, management, supervision or development of or providing security for all or any portion of the Project, or the affected portion thereof, by or on behalf of the Municipality, including without limitation, any liability with respect to any violations imposed by any governmental authorities in respect of any of the foregoing;

(c) Act or Failure to Act of Municipality. Any act performed by, or any failure to perform any act required to be performed by the Municipality, a third party under the direction or control of the Municipality, or any of the Municipality's officers, agents, contractors, servants, employees, lessees or invitees in connection with this Agreement or the Project;

(d) Accidents, Injury to Person or Property. Any accident, injury, (including death at any time resulting therefrom) or damage to any person, including, without limitation, employees of the Municipality or any Indemnatee, or property occurring in, on, or about the Project or any part thereof; or

(e) Breach of Municipality's Obligation. Any failure or refusal on the part of the Municipality to perform its obligations pursuant to this Agreement.

(f) Municipality's Obligations. The Municipality's failure, within any applicable grace period, to perform or comply with any of the covenants, terms or conditions contained in this Agreement on the Municipality's part to be kept, observed, performed or complied with within any applicable grace period.

Section 7.1. The Municipality hereby further acknowledges and agrees that it shall defend, indemnify and hold harmless the County for any "Environmental Damages" to the Property. "Environmental Damages" shall mean all claims, damages, demands losses, penalties, fines, fees, liabilities (including strict liability), encumbrances, liens, costs and expenses of investigation and defense of any, whether or not such claim is ultimately defeated, and of any good faith settlement or judgment, of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, including, without limitation, reasonable attorney's fees and disbursements and consultants' fees, any of which are incurred as the result of the existence of "Hazardous Material" or "Hazardous Waste" upon, beneath, or about the Property or migrating or threatening to migrate to or from the Property, or the existence of a violation of "Environmental Requirements" pertaining to the Property, regardless of whether the existence of such "Hazardous Materials" or "Hazardous Waste" or the violation of "Environmental Requirements" arose prior to the Municipality or County's ownership of the Property, including, without limitation:

(i) damages for personal injury, or injury to Property or natural resources occurring upon or off the Property, foreseeable or unforeseeable, including, without limitation, lost profits, consequential damages, the cost of demolition or rebuilding of any improvements of real property, interest and penalties;

(ii) fees incurred for the service of attorneys, consultants, contractors or experts, laboratories and all other costs incurred in connection with the investigation or remediation of such "Hazardous Materials" or "Hazardous Waste" or violation of "Environmental Requirements" including, but not limited to, the preparation of any feasibility studies or reports or the performance of any cleanup, remediation, removal, response, abatement, containment, closure, restoration or monitoring work required by any federal, state or local governmental agency or political subdivision, or reasonably necessary to make the full use of the Property or any other property or otherwise expended in connection with such conditions; and

(iii) liability to any third person or governmental agency to indemnify such person or agency for the costs expended in connection with the items referenced in subparagraph (ii) herein;

(iv) diminution in the value of the Property and damages for loss of business and restriction on the use of the Property or any part thereof.

Section 7.1.a. Definitions. For the purposes of this Agreement, the following definitions shall apply:

(1) "Hazardous Materials" or "Hazardous Waste" shall mean any substance:

(i) the presence of which requires investigation or remediation under any federal, state, or local statute, regulation, ordinance, order, action, policy or common law; or

(ii) which is or becomes defined as a hazardous waste, hazardous substance, pollutant or contaminant under any federal, state or local statute, regulation, rule, or ordinance or amendments thereto including, without limitations, the United States Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 USC §9601 (14) 42 USC §9602 and any "hazardous waste" as defined in or listed under the United States Solid Waste Disposal Act, as amended, 42 USC §6901(5), 42 USC §6921; or

(iii) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board or instrumentality of the United States, the State of New York or any political subdivision thereof; or

(iv) the presence of which, on the Property, causes or threatens to cause a nuisance on the Property or to nearby properties or poses or threatens to pose a hazard to the health and safety of persons on, about or nearby the Property; or

(v) the presence of which on nearby properties would constitute a trespass by the owner of the Property; or

(vi) without limitation which contains gasoline, diesel fuel, or other petroleum hydrocarbons; or

(vii) without limitation which contains polychlorinated biphenols (PCBs), asbestos, or urea formaldehyde foam insulation.

(2) "Environmental Requirements" shall mean all applicable present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises, and similar items, of all government agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, the State of New York and the political subdivisions thereof; and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human health or the environment.

Section 7.2. The Municipality shall promptly notify the County in writing of any claims made or any suits instituted against the Municipality of which it has knowledge arising from its performances hereunder or in connection with this Agreement or in connection with the Project.

Section 7.3. In the event the Municipality does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of all or part of this Article, then the Municipality shall reimburse the County's reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing all or part of this Article of the Agreement.

Section 7.4. This Article shall survive termination or expiration of this Agreement.

ARTICLE VIII

MISCELLANEOUS

Section 8.0. Any purported delegation of duties or assignment of rights under this Agreement without the prior express written consent of the County is void.

Section 8.1. The Municipality shall submit documentation to the County demonstrating compliance with the State Environmental Quality Review Act and its implementing regulations ("SEQR"), including those activities that have been determined not to constitute an action as defined by

SEQR or activities determined to be Type II actions as defined by SEQR. The Municipality shall act as the lead agency for meeting the requirements of SEQR for any Unlisted or Type I action that is undertaken pursuant to this Agreement, unless otherwise directed by the Planning Commissioner. The Municipality shall include the County as an Involved Agency (as defined in SEQR) in all matters relating to SEQR and conduct a coordinated review where applicable.

Section 8.2. The failure of the County to insist upon strict performance of any term, condition or covenant herein shall not be deemed a waiver of any rights or remedies that the County may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions or covenants herein.

Section 8.3. It is mutually understood and agreed that the terms, covenants, conditions and agreements herein contained shall be binding upon the parties hereto and upon their respective successors, legal representatives and assigns.

Section 8.4. This Agreement and its attachments constitute the entire agreement between the parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. This Agreement shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties, and approved by the Office of the County Attorney.

Section 8.5. It is recognized and understood that the Municipality is not an agent of the County and in accordance with such status, the Municipality, its consultant(s), its subcontractor(s), and their respective officers, agents, employees, representatives and servants shall at all times during the term of this Agreement neither hold themselves out as, nor claim to be acting in the capacity of officers, employees, agents, representatives or servants of the County, nor make any claim, demand or application for any right or privilege applicable to the County, including without limitation, rights or privileges derived from workers compensation coverage, unemployment insurance benefits, social security coverage and retirement membership or credit.

Section 8.6. The Municipality shall comply with the insurance requirements contained in Schedule "C" entitled "Standard Insurance Provisions," attached hereto and made a part hereof. The Municipality may, in lieu of procuring and maintaining the aforesaid insurance, elect to obtain such coverage through a program of self-insurance, which coverage and program shall be in accordance with generally accepted standards for similarly situated entities. In addition to the foregoing, the Municipality shall contractually ensure that all of its contractors, subcontractors and/or independent contractors

(individually a "Contractor" or collectively, the "Contractors") that are engaged to construct the Project shall provide such insurance coverage as described in Schedule "C" naming as additional insured, the Municipality and the County and their respective officials (elected or otherwise), officers, employees and agents (collectively the "Additional Insureds"). The Municipality shall require, before the Project commences that each such insurance policy be endorsed to contain the following clauses: (a) the insurer shall have no right to recovery or subrogation against the Additional Insureds (including their respective officials (elected or otherwise), officers, employees and agents), it being the intention that the insurance policy shall protect both the insured and the Additional Insureds and be primary coverage for any and all losses covered by such insurance; (b) the clause "other insurance provisions" in any such insurance policy shall not apply to the Additional Insureds or their insurance policies; (c) the insurer issuing the policy shall have no recourse against the Additional Insureds (including their respective officials (elected or otherwise), officers, employees and agents) for payment of any premiums or for assessments under any form of policy; and (d) any and all deductibles in such insurance policy shall be assumed by and be for the account of, and at the sole risk of the Contractor.

Section 8.7. This Agreement shall not be enforceable until signed by all parties and approved by the Office of the County Attorney.

Section 8.8. In the event that any one or more provisions, sections, subsections, clauses or words of this Agreement are for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, but this Agreement shall be construed and enforced as if such illegal or invalid section, subsection, clause or word has not been contained herein.

Section 8.9. This Agreement shall be deemed executory only to the extent of funds appropriated and made available for the purpose of this Agreement and no liability on account thereof shall be incurred by the County beyond the amount of such appropriated funds.

Section 8.10. All covenants, stipulations, promises, agreements and obligations of the Municipality and the County contained herein shall be deemed to be stipulations, promises, agreements and obligations of the Municipality and the County and not of any member, officer or employee of the Municipality or the County in his/her individual capacity and no recourse shall be had for any obligation or liability herein or any claim based thereon against any member, officer or employee of the Municipality or the County or any natural person executing this Agreement.

Section 8.11. The parties represent that they have all requisite power and authority to execute, deliver and perform this Agreement, and this Agreement has been duly authorized by all necessary action

on the part of the parties. The parties each agree to execute and deliver such further instruments and to seek such additional authority as may be required to carry out the intent and purpose of this Agreement, including providing the County with any necessary property interests in the Project in order for the County to fund the Project.

Section 8.12. This Agreement may be executed in two or more counterparts and all counterparts so executed shall for all purposes constitute one agreement binding upon all the parties hereto.

Section 8.13. Nothing in this Agreement shall act to confer third-party beneficiary rights on any person or entity not a party to this Agreement.

Section 8.14. The headings in this Agreement are for reference purposes only and shall not be used in construing the terms of this Agreement.

Section 8.15. The Municipality agrees to comply with the terms set forth in Schedule "D", attached hereto and made a part hereof, regarding Vendor Direct Payment Terms.

Section 8.16. The Municipality hereby acknowledges that any provision of this Agreement which requires consent of the County shall be subject to receipt by the County of any and all necessary legal approvals.

Section 8.17. No director, officer, employee, agent or other person authorized to act on behalf of the County shall have any personal liability in connection with this Agreement or any failure of the County to perform its obligations hereunder. No director, officer, employee, agent or other person authorized to act on behalf of the Municipality shall have any personal liability in connection with this Agreement or any failure of the Municipality to perform its obligations hereunder.

Section 8.18. The Municipality agrees to allow the County reasonable access to the Project, during normal business hours, to permit inspection and observation of the Project. The Municipality may require the County to provide reasonable notice prior to such inspection and observation.

[NO FURTHER TEXT/SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

COUNTY OF WESTCHESTER

By: _____
Blanca P. Lopez, M.S.
Commissioner of Planning

VILLAGE OF CROTON-ON-HUDSON

By: _____
Name:
Title:

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

Approved by the Board of the Village of Briarcliff Manor on the _____ day of _____, 2025.

Approved:

Sr. Assistant County Attorney
County of Westchester

MUNICIPALITY'S ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 20__ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument; and, acknowledged if operating under any trade name, that the certificate required by the New York State General Business Law Section 130 has been filed as required therein.

Signature and Office of individual
taking acknowledgment

CERTIFICATE OF AUTHORITY

I, _____,
(Officer other than officer signing contract)

certify that I am the _____ of
(Title)

the _____
(the "Municipality")

a municipal corporation duly organized and in good standing under the _____
(Law under which organized, e.g., the
New York Business Corporate Law)

named in the foregoing agreement; that _____
(Person executing agreement)

who signed said agreement on behalf of the Municipality was, at the time of execution

(Title of such person)

of the Municipality and that said agreement was duly signed for and on behalf of said Municipality
by authority of its Board of _____, thereunto duly authorized and that
such authority is in full force and effect at the date hereof.

(Signature)

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

On this _____ day of _____, 20____, before me personally came
_____, whose signature appears above, to me known,
and known to me to be the _____ of _____
(Title)

_____, the Municipality described in and which
executed the above certificate, who being by me duly sworn did depose and say that he/she, the said
_____ of said Municipality resides at _____
_____, and that he/she signed his/her name
hereto by order of the Board of _____ of said Municipality.

Notary Public
County of _____

SCHEDULE "A"
SCOPE OF WORK

The Scope of Work for the Project shall include any work associated with the following tasks. Funds may be moved between tasks, subject to prior review and approval by the County. Reimbursements will be made in accordance with the requirements and procedures specified in this agreement. The total amount reimbursed by the County shall not exceed the maximum amount stated herein.

Project Description:

The implementation of this project is intended to reduce flooding on residential and commercial properties in the area described as Sub Basin 5 of the Stephenson Brook watershed in the City of New Rochelle.

SOLUTION GROUP 5 - Construction Cost Estimates			
Item No.	Improvement Item Description	Total	County Share
1	Mobilization (4%)	\$54,576.60	\$27,288.30
2	Install New Standard Catch Basin with Frame & Grate	\$96,005.35	\$48,002.68
3	Install New Standard Drainage Manhole with Frame & Grate	\$79,669.67	\$39,834.84
4	24" HDPE Pipe	\$315,931.46	\$157,965.73
5	48" HDPE Pipe	\$176,132.89	\$88,066.45
6	Dewatering	\$6,292.19	\$3,146.09
7	Full Depth Pavement Restoration	\$256,826.62	\$128,413.31
8	Sawcut Pavement	\$27,295.06	\$13,647.53
9	Unclassified Excavation & Disposal	\$365,957.63	\$182,978.81
10	Dredge, widen channel	\$19,488.27	\$9,744.13
11	Diversion Chamber	\$1,993.96	\$996.98
12	Install New Outlet Structure	\$18,821.97	\$9,410.99
13	Maintenance and Protection of Traffic (2%)	\$27,288.30	\$13,644.15
14	Insurances & Bond (4.5%)	\$61,398.68	\$30,699.34
15	Escalation to Mid-Point of Contract, 4% per annum allowed 12 months (4%)	\$54,576.60	\$27,288.30
16	Contingency (30%)	\$425,697.50	\$212,848.75
Total Construction Cost:		\$1,987,952.75	\$993,976.38
Total Design Cost:		\$253,500.00	\$126,750.00
Total Project Cost (rounded):		\$2,241,500.00	\$1,120,750.00

SCHEDULE "B"
EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, made the ____ day of _____, 2025, by

CITY OF NEW ROCHELLE, a municipal corporation of the State of New York, having an office and place of business at 515 North Avenue, New Rochelle, NY 10801 ("Grantor"); and

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601 (hereinafter referred to as the "County" and/or the "Grantee")

WITNESSETH:

WHEREAS, Grantor is the owner of the fee title of that certain portion of real property located within the area described as Sub-Basin 5 of the Stephenson Brook Watershed in the City of New Rochelle, New York, which real property is more particularly described in schedules "B-1" which are annexed hereto and made a part hereof (the "Subject Property").

That the Grantor in consideration of the sum of One (\$1.00) Dollar lawful money of the United States, paid by the Grantee, receipt of which is hereby acknowledged, does hereby grant and release unto the Grantee, its successors and assigns, a non-exclusive easement (the "Easement") in, on, over, under and through the Subject Property, as more particularly described in schedules "B-1", which is attached hereto and made a part hereof, for the purpose of accessing certain improvements known as the Project consisting of flood mitigation improvements and described in a separate Inter-municipal Agreement of even date between the Grantor and Grantee, to construct, operate, maintain, repair, replace, inspect, or restore the Project.

The Easement granted herein is subject to the following restrictions:

The Grantor covenants that, until such time as the Bonds (defined below) have matured or been fully redeemed, neither it, nor its successors or assigns, shall do anything, or allow anything to be done, which in the reasonable opinion of the County would injure, endanger, impede use of or impair the Project in any material respect, or the operation thereof, located within the Easement,

The Grantor acknowledges that the easement rights of the County granted herein regarding the Project Improvements constructed in, on, over, under or through the Easement shall encumber such Project Improvements for so long as the bonds of the County (the "Bonds"), which made funds available for said Project are outstanding, pursuant to the terms of the certain inter-municipal agreement by and between the Municipality and the County of even date herewith. The Grantee shall not interfere with or disturb the construction, use,

operation, maintenance or repair of any improvements now or hereafter situated within or upon the Project property.

The Easement shall run with the land and the provisions contained herein shall be binding upon and inure to the benefit of and be enforceable by the County, its successors and assigns until the Bonds have matured or been fully redeemed.

TO HAVE AND TO HOLD the Easement granted herein unto the County, its successors and assigns, until such time as the Bonds have matured or been fully redeemed.

IN WITNESS WHEREOF, the Grantor has executed this instrument the day and year first above written.

CITY OF NEW ROCHELLE

By: _____

COUNTY OF WESTCHESTER

By: _____

Blanca P. Lopez, M.S.
Commissioner – Planning Department

Record and Return to:

MUNICIPALITY'S ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument; and, acknowledged if operating under any trade name, that the certificate required by the New York State General Business Law Section 130 has been filed as required therein.

Signature and Office of individual taking acknowledgment

COUNTY'S ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument; and, acknowledged if operating under any trade name, that the certificate required by the New York State General Business Law Section 130 has been filed as required therein.

Signature and Office of individual taking acknowledgment

SCHEDULE "B-1"
EASEMENT BOUNDARY

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.l) per occurrence and a \$2,000,000 aggregate limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:
 - i. Premises - Operations.
 - ii. Broad Form Contractual.
 - iii. Independent Contractor and Sub-Contractor.
 - iv. Products and Completed Operations.
- c) **Commercial Umbrella/Excess Insurance:** \$2,000,000 each Occurrence and Aggregate naming the "County of Westchester" as additional insured, written on a "follow the form" basis.

NOTE: Additional insured status shall be provided by standard or other endorsement that extends coverage to the County of Westchester for both on-going and completed operations.

- d) **Automobile Liability Insurance** with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages and name the "County of Westchester" as additional insured:
 - (i) Owned automobiles.
 - (ii) Hired automobiles.
 - (iii) Non-owned automobiles.

3. All policies of the Municipality shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the County is named as an insured, shall not apply to the County.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Municipality.

SCHEDULE "D"
VENDOR DIRECT PAYMENT TERMS

Westchester County Vendor Direct Program Frequently Asked Questions

1. WHAT ARE THE BENEFITS OF THE ELECTRONIC FUNDS TRANSFER (EFT) ASSOCIATED WITH THE VENDOR DIRECT PROGRAM?

There are several advantages to having your payments automatically deposited into your designated bank account via EFT:

Payments are secure – Paper checks can be lost in the mail or stolen, but money deposited directly into your bank account is more secure.

You save time – Money deposited into your bank account is automatic. You save the time of preparing and delivering the deposit to the bank. Additionally, the funds are immediately available to you.

2. ARE MY PAYMENTS GOING TO BE PROCESSED ON THE SAME SCHEDULE AS THEY WERE BEFORE VENDOR DIRECT?

Yes.

3. HOW QUICKLY WILL A PAYMENT BE DEPOSITED INTO MY ACCOUNT?

Payments are deposited two business days after the voucher/invoice is processed. Saturdays, Sundays, and legal holidays are not considered business days.

4. HOW WILL I KNOW WHEN THE PAYMENT IS IN MY BANK ACCOUNT AND WHAT IT IS FOR?

Under the Vendor Direct program you will receive an e-mail notification two days prior to the day the payment will be credited to your designated account. The e-mail notification will come in the form of a remittance advice with the same information that currently appears on your check stub, and will contain the date that the funds will be credited to your account.

5. WHAT IF THERE IS A DISCREPANCY IN THE AMOUNT RECEIVED?

Please contact your Westchester County representative as you would have in the past if there were a discrepancy on a check received.

6. WHAT IF I DO NOT RECEIVE THE MONEY IN MY DESIGNATED BANK ACCOUNT ON THE DATE INDICATED IN THE E-MAIL?

In the unlikely event that this occurs, please contact the Westchester County Accounts Payable Department at 914-995-4708.

7. WHAT MUST I DO IF I CHANGE MY BANK OR MY ACCOUNT NUMBER?

Whenever you change any information or close your account a new Vendor Direct Payment Authorization Form must be submitted. Please contact the Westchester County Accounts Payable Department at 914-995-4708 and we will e-mail you a new form.

8. WHEN COMPLETING THE PAYMENT AUTHORIZATION FORM, WHY MUST I HAVE IT SIGNED BY A BANK OFFICIAL IF I DON'T INCLUDE A VOIDED CHECK?

This is to ensure the authenticity of the account being set up to receive your payments.

INSERT VENDOR DIRECT FORM

SCHEDULE "E"

County's Discretionary Funding Policy attached hereto.

**WESTCHESTER COUNTY FAIR AND AFFORDABLE HOUSING
IMPLEMENTATION PLAN
August 9, 2010**

**Appendix D-2(ii): Discretionary Funding Allocation Policy
as approved January 10, 2012**

DISCRETIONARY FUNDING POLICY

In August 2009, Westchester County entered into a Stipulation and Order of Settlement and Dismissal in *US. ex rel. Anti-Discrimination Center of Metro New York v. Westchester County, New York* (the "Settlement Agreement"). Beginning on March 1, 2012, the grant of discretionary intermunicipal funding, including but not limited to County Open Space funds and CDBG funding, ("Discretionary Funding") to municipalities eligible under the Settlement Agreement ("Recipient Eligible Municipalities") shall be conditioned, as appropriate, upon the Recipient Eligible Municipality's commitment to affirmatively further fair housing within its borders. This policy does not apply to municipalities in Westchester County other than the Recipient Eligible Municipalities.

Each Recipient Eligible Municipality shall be required to commit to the County, in writing, that it is in compliance with the following terms and conditions in connection with its commitment to affirmatively further fair housing:

- (a) Recipient Eligible Municipality has adopted municipal zoning code provisions and/or policies which reflect the guidance provided in the Model Ordinance Provisions approved pursuant to the Settlement Agreement and demonstrate a commitment by the Recipient Eligible Municipality to affirmatively further fair housing, including a ban on local residency requirements and preferences and other selection preferences that do not affirmatively further fair housing, except to the extent provided in the Model Ordinance Provisions;
- (b) Recipient Eligible Municipality will offer the County a Right of First Refusal to retain and/or purchase any and all land acquired in rem to be used for housing that affirmatively furthers fair housing; and
- (c) Recipient Eligible Municipality will actively further implementation of the Settlement Agreement through its land use regulations and other affirmative measures to assist the development of affordable housing.

Such commitments by Recipient Eligible Municipality shall be stated in the funding agreement between the County and the Recipient Eligible Municipality.

The funding agreement will also provide that housing units that affirmatively further fair housing must be marketed in accordance with Westchester County's Affirmative Fair Housing Marketing Plan approved pursuant to the Settlement Agreement, throughout the period of affordability.

Applications for Discretionary Funding submitted by non-municipal entities will be reviewed to determine whether or not such entity is acting as an agent of a municipality for purposes of the project for which funding is sought. If such entity is deemed to be acting in the capacity of agent for a municipality, the application will be subject to a review of the agent-municipality's compliance with the policy of affirmatively furthering fair housing stated above. The determination as to whether an agency relationship exists will be based on the principles of law relating to agency relationships in New York State, and the fact that the non-municipal entity/applicant may be required by local municipal codes to obtain municipal approvals or abide by municipal processes for such approvals in connection with such application will not be determinative of the agency relationship. Westchester County will provide notice of all non-municipal applications for funding to the local municipality in which the funding is proposed to be spent.

The County's audit rights under any grant of or funding agreement for Discretionary Funding will extend to all documents, reports, and records which relate to the Recipient Eligible Municipality's commitment to affirmatively further fair housing as described herein. Should Recipient Eligible Municipality fail to abide by any of the above conditions, Recipient Eligible Municipality will be obliged, upon thirty (30) days written notice by the County to refund any Discretionary Funding paid to the Recipient Eligible Municipality.



September 19, 2025

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

Dear Honorable Members of the Board of Legislators:

Transmitted herewith for your review and approval is a bond act (the "Bond Act") which, if adopted by your Honorable Board, would authorize the County of Westchester (the "County") to issue up to Seven Hundred Twenty-Five Thousand (\$725,000.00) Dollars in bonds of the County to finance a component of capital project BPL26 - Flood Mitigation ("BPL26"). Also attached is an act (the "Act") authorizing an intermunicipal agreement (the "IMA") with the Village of Croton-on-Hudson (the "Village") setting forth the terms of the flood mitigation project (the "Project").

The Bond Act, in the amount of Seven Hundred Twenty Five Thousand (\$725,000.00) Dollars, would finance up to 50% of the costs associated with the construction of new stormwater infrastructure to reduce flooding on residential and commercial properties along Brook Street between Old Post Road and North Riverside Avenue in the Village (the "Property"). The Property is identified as Flood Problem Areas CRO-3 and CRO-6 in the stormwater reconnaissance plan for the Peekskill and Haverstraw Bays Watershed. It is estimated that this project will take approximately two (2) years to complete.

The proposed IMA sets forth the responsibilities of the County and the Village in connection with the Project. Under the proposed IMA, the Village will grant the County a non-exclusive easement over the Property in order to facilitate the issuance of County bonds to finance the capital project's construction and such easement shall encumber the Property for so long as the bonds of the County are outstanding. The Village shall construct, operate, maintain, repair, replace, inspect or restore the Project. In accordance with the IMA, the County and the Village will each provide up to fifty (50%) percent of the total cost of the project which is estimated to be One Million Four Hundred and Two Thousand (\$1,402,000.00) Dollars. The County will pay to the Village, on a reimbursement basis, an amount not to exceed Seven Hundred and One Thousand (\$701,000.00) Dollars. Should the project costs exceed the amount contributed by the County, the Village shall be solely responsible for any additional amount. Following construction, the Village will be responsible for the operation, maintenance, scheduling and security of the Property and the Project at its expense. The term of the IMA will commence upon execution, and will continue for a period at least equal to the life of any County bonds issued to fund the Project, which is estimated to be forty (40) years.

In 2011 your Honorable Board enacted the Westchester County Storm Water Management Law ("SWML") to assist municipalities with storm water management (flood mitigation). *See* Laws of Westchester County Chapter 241, Article III-A, Sections 241.252-241.260. The SWML provides for the evaluation of flooding within the County through preparation of watershed "reconnaissance plans," and the SWML authorizes County cooperation with municipalities, including funding assistance, to improve storm water management and reduce flooding.

By Act No. 135 – 2014, your Honorable Board approved the Stormwater Reconnaissance Plan for the Peekskill and Haverstraw Bays Watershed dated August 4, 2014. The Village is identified as an area of recurring flooding in this plan. Criteria for funding stormwater management (flood mitigation) projects are also described in the plan, including discretionary fund policy requirements to affirmatively further fair housing. The IMA requires the Village to adopt regulations and policies consistent with the flood mitigation criteria in the Stormwater Reconnaissance Plan for the Peekskill and Haverstraw Bays Watershed.

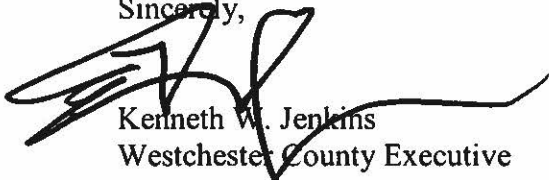
It should be noted that your Honorable Board has previously authorized the County to issue bonds which have financed prior components of this project as set forth in the attached fact sheet.

It should also be noted that since BPL26 is a "general fund" project, specific components are subject to a capital budget amendment. Section 1 of the Bond Act authorizes an amendment to the County's capital budget to the extent the project scope is inconsistent with any details set forth in the current capital budget. Accordingly, the Bond Act, in addition to authorizing the issuance of bonds for this project, will also amend the 2025 capital budget to reflect the specific location of this project component.

In addition, section 167.131 of the Laws of Westchester County mandates that a capital budget amendment that introduces a new capital project or changes the location, size or character of an existing capital project be accompanied to the Board of Legislators by a report of the Westchester County Planning Board (the "Planning Board") with respect to the physical planning aspects of the project. Accordingly, the Planning Board Report for BPL26 is annexed.

Based upon the foregoing, I recommend the adoption of the aforementioned Bond Act as well as the Act authorizing the IMA.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ken Jenkins', with a long horizontal flourish extending to the right.

Kenneth W. Jenkins
Westchester County Executive

KWJ/BL/OV/jpg
Attachments

**THE HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER**

Your Committee is in receipt of a transmittal from the County Executive recommending approval of a bond act (the "Bond Act"), which if adopted, would authorize the County of Westchester (the "County") to issue up to \$725,000.00 in bonds to finance a component of capital project BPL26 - Flood Mitigation ("BPL26"). Also attached is an act (the "Act") authorizing an intermunicipal agreement (the "IMA") with the Village of Croton-on-Hudson (the "Village") setting forth the terms of the flood mitigation project (the "Project").

Your Committee is advised that the Bond Act, in the amount of Seven Hundred Twenty Five Thousand (\$725,000.00) Dollars, prepared by the law firm of Hawkins Delafield & Wood LLP, would finance up to 50% of the costs associated with the construction of new stormwater infrastructure to reduce flooding on residential and commercial properties along Brook Street between Old Post Road and North Riverside Avenue in the Village (the "Property"). The Property is identified as Flood Problem Areas CRO-3 and CRO-6 in the stormwater reconnaissance plan for the Peekskill and Haverstraw Bays Watershed. It is estimated that this Project will take approximately two (2) years to complete.

Your Committee is advised that the proposed IMA sets forth the responsibilities of the County and the Village in connection with the Project. Under the proposed IMA, the Village will grant a non-exclusive easement to the County over the Property in order to facilitate the issuance of County bonds to finance the capital project's construction and such easement shall encumber the Property for so long as the bonds of the County are outstanding. The Village shall construct, operate, maintain, repair, replace, inspect or restore the Project. In accordance with the IMA, the County and the Village will each provide up to fifty (50%) percent of the total cost of the project which is estimated to be One Million Four Hundred and Two Thousand (\$1,402,000.00) Dollars. The County will pay to the Village, on a reimbursement basis, an amount not to exceed Seven Hundred and One Thousand (\$701,000.00) Dollars. Should the project costs exceed the amount contributed by the County, the Village shall be solely responsible for any additional amount. Following construction, the Village will be responsible for the operation, maintenance, scheduling and security of the Property and the Project at its expense. The term of the IMA will commence upon execution, and will continue for a period at least equal to the life of any County bonds issued to fund the project, which is estimated to be forty (40) years.

Your Honorable Board enacted the Westchester County Storm Water Management Law (“SWML”) in 2011 to assist municipalities with storm water management (flood mitigation). *See* Laws of Westchester County Chapter 241, Article III-A, Sections 241.252-241.260. The SWML provides for the evaluation of flooding within the County through preparation of watershed “reconnaissance plans,” and the SWML authorizes County cooperation with municipalities, including funding assistance, to improve storm water management and reduce flooding.

By Act No. 135 - 2014, your Honorable Board approved the Stormwater Reconnaissance Plan for the Peekskill and Haverstraw Bays Watershed dated August 4, 2014. The Village is identified as an area of recurring flooding in this plan. Criteria for funding stormwater management (flood mitigation) projects are also described in the plan, including discretionary fund policy requirements to affirmatively further fair housing. The IMA requires the Village to adopt regulations and policies consistent with the flood mitigation criteria in the Stormwater Reconnaissance Plan for the Saw Mill River - Pocantico River Watershed.

Your Committee notes that this Honorable Board has previously authorized the County to issue bonds which have financed prior components of this project as set forth on the attached fact sheet.

Your Committee is further advised that since BPL26 is a “general fund” project, specific components are subject to a capital budget amendment. Section 1 of the Bond Act authorizes an amendment to the County’s capital budget to the extent the project scope is inconsistent with any details set forth in the current capital budget. Accordingly, the Bond Act, in addition to authorizing the issuance of bonds for this project, will also amend the 2025 capital budget to reflect the specific location of this project component.

In addition, section 167.131 of the Laws of Westchester County mandates that a capital budget amendment that introduces a new capital project or changes the location, size or character of an existing capital project be accompanied to the Board of Legislators by a report of the Westchester County Planning Board (the “Planning Board”) with respect to the physical planning aspects of the project. Accordingly, the Planning Board Report for BPL26 is annexed.

The Department of Planning has advised your Committee that based on its review the proposed flood mitigation project 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 Short Environmental Assessment form (“EAF”), prepared by the Department of Planning, are attached to assist your Honorable Board in complying with SEQRA. 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 prior to enacting the Bond Act and Act authorizing the IMA.

Please note that an affirmative vote of two-thirds of the members of your Honorable Board is required in order to adopt the Bond Act, while a simple majority of the voting strength of your Honorable Board is required to adopt the Act authorizing the IMA.

Based on the importance of this project to the County, your Committee recommends favorable action on the annexed Bond Act and Act authorizing the IMA.

Dated: _____, 2025

White Plains, New York

COMMITTEE ON

C:\jg\09.17.2025

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: BPL26

☐ NO FISCAL IMPACT PROJECTED

SECTION A - CAPITAL BUDGET IMPACT

To Be Completed by Budget

☒ GENERAL FUND

☐ AIRPORT FUND

☐ SPECIAL DISTRICTS FUND

Source of County Funds (check one):

☒ Current Appropriations

☐ Capital Budget Amendment

BROOK ST CROTON ON HUDSON

SECTION B - BONDING AUTHORIZATIONS

To Be Completed by Finance

Total Principal \$ 725,000 PPU 30 Anticipated Interest Rate 4.12%

Anticipated Annual Cost (Principal and Interest): \$ 42,875

Total Debt Service (Annual Cost x Term): \$ 1,286,250

Finance Department: Interest rates from September 18, 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): 7

SECTION D - EMPLOYMENT

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

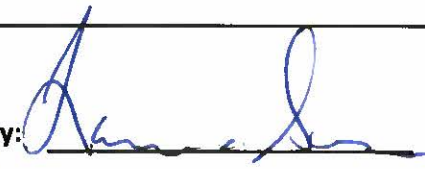
Number of Full Time Equivalent (FTE) Jobs Funded:

Prepared by: Obed Varughese

Title: Associate Planner

Department: Planning

Date: 9/22/25

Reviewed By: 

W 9/23/25
@ 9/23/25

Budget Director

Date: 9/23/25

RESOLUTION NO. 2025 - _____

WHEREAS, there is pending before this Honorable Board a Bond Act to authorize the County of Westchester (the “County”) to issue bonds in connection with capital project BPL26 – Flood Mitigation (Unique ID# 3005) and an Act to authorize the County to enter into an intermunicipal agreement with the Village of Croton-on-Hudson (the “Village”) in connection with a flood mitigation project to construct new stormwater infrastructure to reduce flooding on residential and commercial properties along Brook Street between Old Post Road and North Riverside Avenue in the Village (together the “Project”); and

WHEREAS, this Honorable Board has determined that the proposed Project would constitute an action under Article 8 of the Environmental Conservation Law, known as the State Environmental Quality Review Act (“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 is the only involved agency with discretionary authority for this action and, therefore, is assuming the role of Lead Agency; and

WHEREAS, in accordance with SEQRA 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 in connection with the Project; and be it further

RESOLVED, the Clerk of the Board of Legislators is authorized and directed to sign the Determination of Significance in the 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.

TO: Michelle Greenbaum, Senior Assistant County Attorney
Jeffrey Goldman, Senior Assistant County Attorney
Carla Chaves, Senior Assistant County Attorney
Maximilian Zorn, Assistant County Attorney

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

DATE: September 16, 2025

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT:
BPL26 FLOOD MITIGATION – BROOK STREET DRAINAGE
IMPROVEMENTS (CROTON-ON-HUDSON)**

The Planning Department has reviewed the above referenced capital project (Fact Sheet Unique ID 3005) in accordance with the State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617 (SEQR).

Pursuant to SEQR, this project has been classified as an Unlisted action. The County, in an effort to expedite the project, is conducting uncoordinated review as permitted by SEQR. A Short Environmental Assessment Form has been prepared for the project for consideration by the Board of Legislators.

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

DSK/oav
Att.

cc: Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Lawrence Soule, Budget Director
Tami Altschiller, Assistant Chief Deputy County Attorney
Blanca P. Lopez, Commissioner of Planning
Dianne Vanadia, Associate Budget Director
Susan Darling, Chief Planner
Michael Lipkin, Associate Planner
Claudia Maxwell, Principal Environmental Planner

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

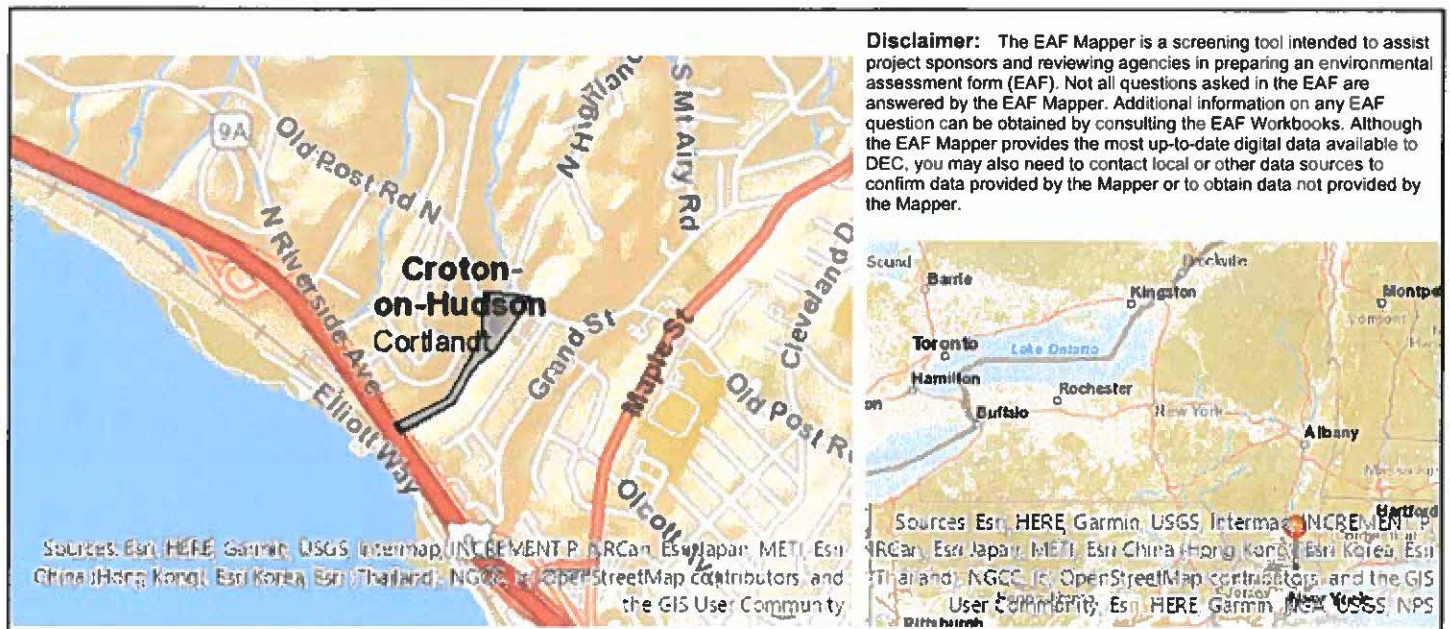
Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. 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							
Brook Street Drainage Corridor Improvements - Village of Croton-on-Hudson							
Name of Action or Project: Brook Street Drainage Corridor Improvements							
Project Location (describe, and attach a location map): Along Brook Street and Terrace Place between Old Post Road and Riverside Avenue in Croton-on-Hudson, NY							
Brief Description of Proposed Action: Construction of new drainage infrastructure along Brook Street and Terrace Avenue, between Old Post Road and Riverside Avenue, to reduce flooding on residential and commercial properties. Specific improvements include new storm drainage routes which will include catch basins and pipes that will divert stormwater drainage from a series of open and closed culverts running through several properties along and under Brook Street.							
Name of Applicant or Sponsor: Village of Croton-on-Hudson		Telephone: (914) 271-4848 E-Mail: bhealy@crotononhudson-ny.gov					
Address: 1 Van Wyck Street							
City/PO: Croton-on-Hudson		State: NY	Zip Code: 10520				
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.			<table border="1" style="width: 100%; text-align: center;"> <tr> <th>NO</th> <th>YES</th> </tr> <tr> <td>☒</td> <td>☐</td> </tr> </table>	NO	YES	☒	☐
NO	YES						
☒	☐						
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval: Westchester County Stormwater Advisory Board, Westchester County Board of Legislators			<table border="1" style="width: 100%; text-align: center;"> <tr> <th>NO</th> <th>YES</th> </tr> <tr> <td>☐</td> <td>☒</td> </tr> </table>	NO	YES	☐	☒
NO	YES						
☐	☒						
3.a. Total acreage of the site of the proposed action?		+/- 2.6 acres					
b. Total acreage to be physically disturbed?		+/- 2.6 acres					
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		+/- 2.6 acres					
4. Check all land uses that occur on, adjoining and near the proposed action. ☐ Urban ☐ Rural (non-agriculture) ☐ Industrial ☒ Commercial ☒ Residential (suburban) ☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other (specify): _____ ☐ Parkland							

5. Is the proposed action, a. A permitted use under the zoning regulations?	NO ☐	YES ☐	N/A ☒
b. Consistent with the adopted comprehensive plan?	☐	☒	☐
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: Reason: Exceptional or unique character, Agency: Westchester County, Date: 1-31-90	NO ☐	YES ☒	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO ☒	YES ☐	
b. Are public transportation service(s) available at or near the site of the proposed action?	☐	☒	
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?	☐	☒	
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 site contain a structure that is listed on either the State or National Register of Historic Places?	NO ☒	YES ☐	
b. Is the proposed action located in an archeological sensitive area?	☐	☒	
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?	NO ☐	YES ☒	
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: Stormwater will be diverted from a drainage route identified in the National Wetlands Inventory as a riverine waterbody. The existing route will not be moved or removed. Some drainage will be diverted from the route to new catch basins and pipes, to then re-enter the drainage route downstream.	☒	☐	
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			
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?	NO ☐	YES ☒	
16. Is the project site located in the 100 year flood plain?	NO ☒	YES ☐	
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? ☐ NO ☐ YES b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: ☐ NO ☐ YES	NO ☒	YES ☐	

18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____	NO	YES
_____	☒	☐
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: _____	NO	YES
_____	☒	☐
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: _____ Hudson River PCB Sediments (546031) and Harmon Railroad Yard - Waste Water Area (360010)	NO	YES
_____	☐	☒
I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor name: <u>William Brady</u>		Date: <u>August 16, 2025</u>
Signature: <u>William C. Brady</u>		



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

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?	☒	☐

Short Environmental Assessment Form Part 3 Determination of Significance

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

The project involves the diversion of stormwater from existing drainage infrastructure via the installation of eleven new catch basins and approximately 1,400 linear feet of high-density polyethylene (HDPE) pipe along Terrace Place, Old Post Road North and Brook Street. In addition, two existing catch basins and associated inlets on Brook Street will be rehabilitated to support proposed drainage improvements.

All work will occur in previously disturbed areas. As such the proposed action will not result in any significant adverse environmental impacts. Although there are several historic properties listed on the national register within the area, the closest structure is over 300 feet away. Furthermore, proposed improvements are not associated with any historic structures and no adverse impact on the area's historic character is anticipated.

Croton Point Park and River is a designated Critical Environmental Area located nearby. All County park lands were designated Critical Environmental Areas as they possess recreational, educational, social, cultural and ecological values for residents and visitors. The action will not impact the values provided by Croton Point Park and River as proposed improvements involve stormwater infrastructure approximately 3 miles away.

- ☐ 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

Clerk to the Board of Legislators

Print or Type Name of Responsible Officer in Lead Agency

Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

Signature of Preparer (if different from Responsible Officer)

PRINT FORM

BPL26 Flood Mitigation**FIVE YEAR CAPITAL PROGRAM (in thousands)**

	Estimated Ultimate Total Cost	Approp- riated	2025	2026	2027	2028	2029	Under Review
Gross	120,750	76,500	44,250					
Non-County Share								
County Share	120,750	76,500	44,250					

Project Description

This project provides funding for County and local municipal flood mitigation projects that are recommended by the County Stormwater Advisory Board and identified in watershed-based flood action plans and the County-wide hazard mitigation plan and proposed by local municipalities. Grants and other funding sources will be sought to the greatest extent practical.

This 2025 Capital Budget Amendment to BPL26 Flood Mitigation for \$725,000 is to construct new stormwater infrastructure to reduce flooding on properties on Brook Street between Old Post Road and North Riverside Avenue in the Village of Croton-on-Hudson. The area was identified as Flood Problem Areas CRO-3 and CRO-6 in the stormwater reconnaissance plan for the Peekskill and Haverstraw bays watershed. The project has received a recommendation from the Westchester Stormwater Advisory Board.

Appropriation Requests

2009: \$5,400,000 for Flood Mitigation of County facilities.

2012: \$5,000,000 for Flood mitigation.

2013: \$5,000,000 for Flood mitigation.

2015: \$150,000 for Flood mitigation.

2016: \$5,000,000 for Flood mitigation.

2021: \$200,000 for Flood mitigation.

2022: \$11,000,000 for Flood mitigation.

2023: \$17,500,000 for Flood mitigation

1. \$17,000,000 for Village of Mamaroneck from the Sheldrake and Mamaroneck Rivers.
2. BOL add of \$300,000 for Town of Mamaroneck Drainage Study,
3. \$200,000 for Yonkers Scotti Field flood projects, and

2024 BOL adds (\$27,250,000 total)

1. Pelham Flood Mitigation, \$16,000,000
2. Pelham Manor Flood Mitigation, \$6,000,000
3. Bronxville Stormwater Conveyance system, \$ 200,000
4. City of Rye Stormwater System Improvements for Flood Mitigation, \$250,000
5. County Share of ACE Project in Village of Mamaroneck, \$4,000,000
6. Flood Mitigation Study - Village of Mamaroneck Jefferson Avenue Parking Lot, \$150,000
7. Village of Mamaroneck Detention Retention Enhancement Study, \$150,000
8. Ardsley Road and Edgemont Road Drainage Study in Edgemont, \$500,000

2025: \$10M additional flood mitigation funds for continuation of this project. \$34,250,000 for BOL additions to the 2025 appropriations

Justification

The program enables Westchester County to construct projects and partner with municipalities and other government agencies to provide funding for flood mitigation or flood damage reduction projects. Through partnerships with our municipalities and other government entities such as the US Army Corps of Engineers and NYS Department of Environmental Conservation, the County will work to reduce flooding problems and impacts on people and property throughout Westchester County.

Consistency with Programs or Plans

This project is consistent with the policies of “**Westchester 2025**”, the County’s long-range land use policies. As per Westchester County policy, stormwater management is required.

Planning Board Analysis

PL2 Planning Department staff will monitor the progress of design to address physical and environmental planning concerns including the stormwater management. Standards contained in the “Management Design Manual and the NYS Standards and Specifications for Erosion and Sediment Control” should be maintained.

ACT NO. -20 _____

BOND ACT AUTHORIZING THE ISSUANCE OF \$725,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COUNTY'S SHARE OF THE COST OF A FLOOD MITIGATION PROJECT IN THE VILLAGE OF CROTON-ON-HUDSON, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$725,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$725,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS (Adopted _____, 20____)

BE IT ENACTED BY THE COUNTY BOARD OF LEGISLATORS OF THE COUNTY OF WESTCHESTER, NEW YORK (by the affirmative vote of not less than two-thirds of the voting strength of said Board), AS FOLLOWS:

Section 1. Pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the "Law"), the Westchester County Administrative Code, being Chapter 852 of the Laws of 1948, as amended, an Intermunicipal Agreement between the County and the Village of Croton-on-Hudson, and the provisions of other laws applicable thereto; \$725,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the County's share of the cost of a flood mitigation project to reduce flooding on residential and commercial properties along Brook Street, between Old Post Road to North Riverside Avenue, in the Village of Croton-on-Hudson, also identified as Flood Problem Areas CRO-3 and CRO-6 in the storm water reconnaissance plan for the Peekskill and Haverstraw bays watershed, as set forth in the

County's Current Year Capital Budget, as amended. To the extent that the details set forth in this act are inconsistent with any details set forth in the Current Year Capital Budget of the County, such Budget shall be deemed and is hereby amended. The estimated maximum cost of the County's share of said specific object or purpose, including preliminary costs and costs incidental thereto and the financing thereof is \$725,000. The plan of financing includes the issuance of \$725,000 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. 4 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 \$725,000. 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 \$725,000 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 \$725,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COUNTY'S SHARE OF THE COST OF A FLOOD MITIGATION PROJECT IN THE VILLAGE OF CROTON-ON-HUDSON, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$725,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$725,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS (Adopted _____, 20____)

Object or purpose: to finance the County's share of the cost of a flood mitigation project to reduce flooding on residential and commercial properties along Brook Street, between Old Post Road to North Riverside Avenue, in the Village of Croton-on-Hudson, also identified as Flood Problem Areas CRO-3 and CRO-6 in the storm water reconnaissance plan for the Peekskill and Haverstraw bays watershed; as set forth in the County's Current Year Capital Budget, as amended.

Amount of obligations to be issued
and period of probable usefulness: \$725,000; 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

CAPITAL PROJECT FACT SHEET

Project ID:* BPL26	☒ CBA	Fact Sheet Date:* 08-05-2025
Fact Sheet Year:* 2025	Project Title:* FLOOD MITIGATION	Legislative District ID: 9
Category* BUILDINGS, LAND & MISCELLANEOUS	Department:* PLANNING	CP Unique ID: 3005

Overall Project Description

This project is intended to provide a share of the cost of funding flood mitigation projects that are proposed by local municipalities and approved by the County, as well as provide funding for watershed analyses and project development plans prepared by the County or in partnership with state and federal agencies. This is a general fund, specific projects are subject to a Capital Budget Amendment.

- | | | |
|---|--|--|
| ☒ Best Management Practices | ☐ Energy Efficiencies | ☒ Infrastructure |
| ☒ Life Safety | ☐ Project Labor Agreement | ☐ Revenue |
| ☐ Security | ☒ Other(COMMUNITY RESILIENCE/FLOOD MITIGATION) | |

FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2025	2026	2027	2028	2029	Under Review
Gross	155,750	76,500	44,250	5,000	5,000	5,000	0	20,000
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	155,750	76,500	44,250	5,000	5,000	5,000	0	20,000

Expended/Obligated Amount (in thousands) as of : 13,361

Current Bond Description: The current request will fund the construction of new stormwater infrastructure to reduce flooding on residential and commercial properties along Brook Street between Old Post Road to North Riverside Avenue in the Village of Croton-on-Hudson. The area is identified as Flood Problem Areas CRO-3 and CRO-6 in the stormwater reconnaissance plan for the Peekskill and Haverstraw bays watershed.

Financing Plan for Current Request:

Non-County Shares:	\$ 0
Bonds/Notes:	725,000
Cash:	0
Total:	\$ 725,000

SEQR Classification:

UNLISTED

Amount Requested:

725,000

Expected Design Work Provider:

- | | | |
|---------------------------------------|-------------------------------------|--|
| ☐ County Staff | ☐ Consultant | ☒ Not Applicable |
|---------------------------------------|-------------------------------------|--|

Comments:

Energy Efficiencies:

Appropriation History:

Year	Amount	Description
2009	5,400,000	MAMARONECK AND SHELDRAKE RIVERS BASIN FLOOD DAMAGE REDUCTION STUDY; FOUR LOCAL MUNICIPAL FLOOD PROJECTS
2012	5,000,000	FLOOD MITIGATION PROJECTS TO BE DETERMINED
2013	5,000,000	FLOOD RELATED PROJECTS
2015	150,000	DESIGN OF A COUNTYWIDE SYSTEM OF STREAM AND STORM GAUGES
2016	5,000,000	CONTINUATION OF THIS PROJECT
2021	200,000	DESIGN AND INSTALLATION OF A MAINTENANCE GATE AT SPRAIN BROOK, YONKERS
2022	11,000,000	THE US ARMY CORPS OF ENGINEERS' PROJECT IN THE VILLAGE OF MAMARONECK/SHELDRAKE AND MAMARONECK RIVERS
2023	17,500,000	\$10,300,000 CONTINUATION OF THIS PROJECT; \$7,000,000 FOR MAMARONECK/SHELDRAKE RIVERS, AND \$200,000 FOR CITY OF YONKERS SCOTTI FIELD FLOOD PROJECT
2024	27,250,000	CONTINUATION OF THIS PROJECT
2025	44,250,000	CONTINUATION OF THIS PROJECT

Total Appropriation History:

120,750,000

Financing History:

Year	Bond Act #	Amount	Issued	Description
09	79	900,000	899,501	FLOOD MITIGATION STUDY: MAM'K & SHELDRAKE RIVERS BASIN
09	140	2,441,625	2,441,625	COUNTY PORTION OF FLOOD MITIGATION PROJECT IN COUNTY
17	11	2,974,875	2,502,239	COUNTY PORTION OF FLOOD MITIGATION PROJECT IN COUNTY (AMMENDED)
18	171	0	0	FUNDING FOR AN ENGINEERING STUDY TO DEVELOP A SOLUTION FOR FLOODING IN RYE BROOK, AVON CIRCLE AREA
19	107	300,000	238,764	INITIAL DESIGN OF PROJECT TO MITIGATE FLOODING ALONG THE HUTCHINSON RIVER
19	247	0	0	RECONSTRUCT THE HILLSIDE AVENUE BRIDGE IN THE VILLAGE OF MAMARONECK
21	171	350,000	111,070	FLOOD MITIGATION-TOWN OF NEW CASTLE (UNIQUES ID# 1694)
21	175	270,000	221,546	FLOOD MITIGATION-YONKERS (UNIQUES ID# 1692)
22	85	130,000	0	FLOOD MITIGATION-DOBBS FERRY (UNIQUES ID# 1948)
22	92	2,200,000	0	FLOOD MITIGATION-MAMARONECK (UNIQUE ID# 1857)
22	54	1,200,000	55,694	FLOOD MITIGATION-PEEKSKILL (UNIQUES ID# 1999)
22	95	0	0	FLOOD MITIGATION-BRIARCLIFF MANOR (UNIQUE ID# 1953)
23	23	2,500,000	562,627	RECONSTRUCT HILLSIDE AVENUE BRIDGE, VILLAGE OF MAMARONECK (UNIQUE ID#2001)
23	196	150,000	0	FLOOD MITIGATION (ID 2235)
23	198	3,870,000	0	FLOODING IN RYE BROOK, AVON CIRCLE AREA - (ID 2236)
23	206	121,250	0	FLOOD MITIGATION - HARRISON AVE YONKERS (ID 2324)
23	208	128,750	0	FLOOD MITIGATION - CLUNIE AVE YONKERS (ID 2326)
24	81	2,000,000	0	FLOOD MITIGATION STUDY - ID 2448
24	30	0	0	FLOOD MITIGATION-BRIARCLIFF MANOR (UNIQUE ID# 1953) (RECIND BOND ACT 95-22)
24	186	450,000	0	HARTSDALE BROOK AREA STUDY

Total Financing History:

19,986,499

Recommended By:

Department of Planning
MLLL

Date
08-08-2025

Department of Public Works
RJB4

Date
08-12-2025

Budget Department
DEV9

Date
08-14-2025

Requesting Department
OBVV

Date
08-14-2025

FLOOD MITIGATION (BPL26)

User Department : Planning

Managing Department(s) : Planning ;

Estimated Completion Date: TBD

Planning Board Recommendation: Project approved in concept but subject to subsequent staff review.

FIVE YEAR CAPITAL PROGRAM (in thousands)

	Est Ult Cost	Appropriated	Exp / Obl	2025	2026	2027	2028	2029	Under Review
Gross	155,750	76,500	13,347	44,250	5,000	5,000	5,000		20,000
Non County Share									
Total	155,750	76,500	13,347	44,250	5,000	5,000	5,000		20,000

Project Description

This project is intended to provide a share of the cost of funding flood mitigation projects that are proposed by local municipalities and approved by the County, as well as provide funding for watershed analyses and project development plans prepared by the County or in partnership with state and federal agencies. This is a general fund, specific projects are subject to a Capital Budget Amendment.

Current Year Description

The current year request funds the continuation of this project.

Current Year Financing Plan

Year	Bonds	Cash	Non County Shares	Total
2025	44,250,000			44,250,000

Impact on Operating Budget

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

FLOOD MITIGATION (BPL26)

Appropriation History

Year	Amount	Description	Status
2009	5,400,000	Mamaroneck and Sheldrake Rivers basin flood damage reduction study; Four local municipal flood projects	COMPLETE
2012	5,000,000	Flood Mitigation Projects to be Determined	\$850,000 DESIGN; \$4,150,000 CONSTRUCTION
2013	5,000,000	Flood related projects	\$1,500,000 COMPLETE; \$3,350,000 CONSTRUCTION; \$150,000 DESIGN
2015	150,000	Design of a countywide system of stream and storm gauges	AWAITING BOND AUTHORIZATION
2016	5,000,000	Continuation of this project	\$3,113,500 DESIGN; \$1,886,500 CONSTRUCTION; \$863,500 AWAITING BOND AUTHORIZATION
2021	200,000	Design and installation of a maintenance gate at Sprain Brook, Yonkers	AWAITING BOND AUTHORIZATION
2022	11,000,000	The US Army Corps of Engineers' project in the Village of Mamaroneck/Sheldrake and Mamaroneck rivers	AWAITING BOND AUTHORIZATION
2023	17,500,000	\$10,300,000 continuation of this project; \$7,000,000 for Mamaroneck/Sheldrake Rivers, and \$200,000 for City of Yonkers Scotti Field flood project	AWAITING BOND AUTHORIZATION
2024	27,250,000	Continuation of this project	AWAITING BOND AUTHORIZATION
Total	76,500,000		

Prior Appropriations

	Appropriated	Collected	Uncollected
Bond Proceeds	76,500,000	6,891,825	69,608,175
Total	76,500,000	6,891,825	69,608,175

FLOOD MITIGATION (BPL26)

Bonds Authorized

Bond Act	Amount	Date Sold	Amount Sold	Balance
79 09	900,000	12/02/10	358,000	499
		12/02/10	(358,000)	
		11/30/11	522,141	
		11/30/11	77,859	
		11/19/15	250,434	
		11/19/15	48,566	
		11/19/15	501	
140 09	2,441,625	10/24/12	740,494	
		10/24/12	75,506	
		10/24/12	6,240	
		12/10/13	852,989	
		12/10/13	104,011	
		12/10/13	2,925	
		11/19/15	334,212	
		11/19/15	64,813	
		11/19/15	669	
		12/15/16	259,766	
11 17	2,974,875	12/15/17	31,948	472,636
		12/15/17	5,866	
		12/15/17	50	
		12/15/17	29,606	
		12/15/17	5,436	
		12/15/17	46	
		12/10/18	660,625	
		12/10/19	959,846	
		12/10/19	189,546	
		12/10/19	117,641	
		12/10/19	23,231	
		04/30/20	478,398	
171 18				
107 19	300,000	12/01/21	123,508	111,040
		11/30/23	59,583	
		11/30/23	5,869	
247 19				

FLOOD MITIGATION (BPL26)

171	21	350,000	11/30/23	56,656	287,764
			11/30/23	5,581	
175	21	270,000	11/30/23	201,681	48,454
			11/30/23	19,866	
85	22	130,000			130,000
92	22	2,200,000			2,200,000
95	22				
54	22	1,200,000			1,200,000
23	23	2,500,000	11/30/23	485,406	1,966,781
			11/30/23	47,813	
196	23	150,000			150,000
198	23	3,870,000			3,870,000
206	23	121,250			121,250
208	23	128,750			128,750
30	24				
81	24	2,000,000			2,000,000
186	24	450,000			450,000
Total		19,986,500		6,849,326	13,137,174

ACT NO. 2025 - _____

AN ACT authorizing the County of Westchester to enter into an intermunicipal agreement with the Village of Croton-on-Hudson in connection with a flood mitigation project (Capital Project BPL26, Unique ID# 3005).

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

Section 1. The County of Westchester (the “County”) is hereby authorized to enter into an intermunicipal agreement (the “IMA”) with the Village of Croton-on-Hudson (the “Village”), in connection with a flood mitigation project to be conducted in the Village to mitigate flooding on residential and commercial properties along Brook Street between Old Post Road and North Riverside Avenue in the Village (the “Property”), pursuant to capital project BPL26 – Flood Mitigation (the “Project”).

§2. The County will contribute an amount of Seven Hundred and One Thousand (\$701,000.00) Dollars, to finance up to 50% of the costs associated with the Project.

§3. In order to give the County the necessary interest in real property to be able to issue bonds towards the Project, the Village shall grant a non-exclusive easement in, on, over, under and through the Property where the Project is located to the County, for a term commencing upon execution and continuing for a period at least equal to the life of any County bonds issued by the County for the construction of the Project, estimated to be forty (40) years.

§4. The term of the IMA shall commence upon execution thereof by both parties and approval of same by the Office of the County Attorney, and shall continue for the life of the bonds issued by the County for the construction of the Project, estimated to be forty (40) years.

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

§6. This Act shall take effect immediately.

AGREEMENT (“Agreement”), made the day of , 2025, by and between:

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601 (hereinafter referred to as the “County”)

and

VILLAGE OF CROTON-ON-HUDSON, a municipal corporation of the State of New York, having an office and place of business at 1 Van Wyck Street, Croton-on-Hudson, New York 10510 (hereinafter referred to as the “Municipality”).

RECITALS

WHEREAS, in response to serious flooding issues throughout Westchester County, in 2011 the County enacted the Westchester County Storm Water Management Law (“SWML”) to assist municipalities with storm water management (flood mitigation). See Laws of Westchester County Chapter 241, Article III-A, Sections 241.252-241.260. The SWML provides for the evaluation of flooding within the County through preparation of watershed “reconnaissance plans”, and the SWML authorizes County cooperation with municipalities, including funding assistance, to improve storm water management and reduce flooding. The SWML authorizes the creation of a Storm Water Advisory Board (the “SWAB”) to assist County municipalities in addressing flooding; and

WHEREAS, the SWML enables the County to partner with municipalities within Westchester County to provide funding for flood mitigation and/or flood damage reduction projects; and

WHEREAS, the SWML funding program is divided into “Phase I” funding and “Phase II” funding; and

WHEREAS, Phase I funding is up to fifty (50) percent toward the costs for the preparation of detailed design, specification and construction documents for flood mitigation and/or flood damage reduction projects; and

WHEREAS, Phase II funding is up to fifty (50) percent toward the costs for the implementation and construction of flood mitigation and/or flood damage reduction projects; and

WHEREAS, approval by the Board of Legislators for Phase I funding does not guarantee approval for Phase II funding; and

WHEREAS, the Municipality wishes to participate in the SWML funding program and has submitted an application to the County for Phase II financial assistance to address flooding problems within the Municipality; and

WHEREAS, a Storm Water Reconnaissance Plan has been prepared by the County departments of Planning and Public Works and Transportation pursuant to the SWML entitled the Peekskill and Haverstraw Bays Watershed (the "Reconnaissance Plan"); and

WHEREAS, the Reconnaissance Plan was recommended by the SWAB to the County Executive and the Board of Legislators; and

WHEREAS, the Board of Legislators approved the Reconnaissance Plan on August 4th, 2014, pursuant to Act No. 135 - 2014; and

WHEREAS, the area of flooding for which the Municipality wishes to participate in the SWML funding program is identified in a study or as a flood problem area in the Reconnaissance Plan; and

WHEREAS, pursuant to the SWML funding program and in an effort to protect County-owned and/or managed infrastructure, assets and property, including the protection of County bridges, sanitary sewer and/or storm water pipes, and County parkland and other municipal and private property, the County desires to contribute Phase II funding to the costs of construction associated with new stormwater infrastructure to reduce flooding on residential and commercial properties along Brook Street between Old Post Road and North Riverside Avenue in the Village (the "Project"); and

WHEREAS, the Municipality has prepared designs, specifications and construction documents for the Project and the Project has been presented to and received support from the County Stormwater Advisory Board.

NOW, THEREFORE, in consideration of the mutual representations, covenants and agreements herein set forth, the County and the Municipality, each binding itself, its successors and assigns, do mutually promise, covenant and agree as follows:

ARTICLE I

TERM

Section 1.0. The recitals are hereby incorporated by reference into the body of this Agreement.

Section 1.1. The term of this Agreement shall be for a period commencing upon full execution hereof by both parties and approval of same by the Office of County Attorney, as evidenced by the date on the top of page 1 of this Agreement, and shall continue for a period equal to or greater than the life of any bonds issued by the County to fund the County's portion of the Project, which is estimated to be forty (40) years.

ARTICLE II

TERMS OF PAYMENT, EASEMENT AND MUNICIPALITY REPRESENTATIONS

Section 2.0. Pursuant to the County's SWML funding program and in an effort to protect County-owned and/or managed infrastructure, assets and property, including the protection of County bridges, sanitary sewer and/or storm water pipes, and County parkland and other municipal and private property, the County desires at this time to contribute Phase II funding toward construction costs of the Project, including any final designs and construction documents. The Project is owned by the Municipality and consists of flood mitigation and/or flood damage reduction work. The scope of work for this Phase II funding agreement is more fully described in Schedule "A", attached hereto and made a part hereof. In consideration for the County's aforesaid contribution, the Municipality represents that it shall complete the design, specification, construction documents and construction of the Project in accordance with Schedule "A" and all of the other terms of this Agreement.

The County agrees to finance the design, specification, construction documents and construction for the Project on a reimbursement basis. It is recognized and understood by the Municipality that at the time of execution of this Agreement, the County has obtained appropriations and bonding authority to

finance up to \$750,000.00 for the construction of the Project. The County share of the construction of the Project shall not exceed that amount. Eligible project construction costs up to \$1,402,000.00 shall be paid fifty (50) percent by the County (up to \$701,000.00) and fifty (50) percent by the Municipality; provided, however, should the total eligible project construction costs be less than \$1,402,000.00, the County shall only be responsible for fifty (50) percent of the lesser amount. The Municipality shall be responsible for all costs in relation to the Project that exceed the County's contribution set forth herein, and under no circumstances or conditions, whether now existing or hereafter arising, or whether beyond the present contemplation of the parties, shall the County be expected or required to make any payment of any kind whatsoever or be under any other obligation or liability hereunder in connection with this Project except as herein expressly set forth.

The County does not provide or extend any warranty of fitness for a particular purpose or workmanship for any work undertaken in connection with, or paid under, this Agreement. Payment hereunder by the County shall operate as a release to the County from any and all obligations or liabilities in connection herewith to the Municipality, its contractor(s), or subcontractor(s) hereunder.

Section 2.1. The Municipality represents that within one (1) year of the date hereof that the "Flood Mitigation Criteria" developed by the SWAB and approved by the Board of Legislators will have been adopted in the Municipality's appropriate land use regulations, guidelines and policies or in stand-alone form, and documentation of the adoption of such policies must be provided to and approved by the Commissioner of the County Department of Planning ("Planning Commissioner"). It is understood and agreed to by the Municipality that the payment of County funds under this Agreement for the Project is contingent upon the Municipality's adoption of the aforesaid policies.

Section 2.2. The parties agree that all payments made by the County to the Municipality shall be on a reimbursement basis only. Any and all requests for payment to be made, including any request for partial payment upon completion of a portion of the Project, shall be submitted by the Municipality on properly executed payment vouchers of the County and paid only after approval by the Planning Commissioner and the Commissioner of the Westchester County Department of Public Works and Transportation ("DPWT Commissioner"). The Municipality agrees that it shall submit all documentation that the County may require to substantiate all requests for payment. All payment vouchers must be accompanied by a numbered invoice and must contain the invoice number where indicated. All invoices submitted during each calendar year shall utilize consecutive numbering and be non-repeating. In no event shall a *final* payment be made to the Municipality prior to completion of the Project and the

approval of same by the Planning Commissioner and DPWT Commissioner. If at any time the Municipality shall neglect or fail to perform properly any of its obligations under this Agreement, the County shall have the right to withhold, in whole or in part, any payments otherwise due or to become due to the Municipality hereunder until such neglect or failure shall have been remedied to the reasonable satisfaction of the County.

Section 2.3. Prior to the construction of the Project, the Municipality agrees to convey to the County, its successors, and assigns a non-exclusive easement(s) (the "Easement(s)") in, upon, under and over that portion of the Municipality's property within which the Project is located (the "Property"), which Easement(s) shall be substantially in the form attached hereto and made a part hereof as Schedule "B". The Municipality shall be solely responsible for obtaining any and all easements on non-Municipally-owned property needed in connection with the carrying out the Project and shall provide copies of said easements to the Planning Commissioner. Said easements shall name Westchester County as a Grantee solely for the purposes of carrying out the work needed to accomplish the Project and said easements shall be for a term equal to or greater than the life of any bonds issued by the County to fund the County's portion of the Project.

Section 2.4. The Municipality represents warrants and guarantees that:

(a) It is a municipal corporation duly organized, validly existing under the laws of the State of New York; the execution and performance of this Agreement by the Municipality has been duly authorized by its governing body; this Agreement, and any other documents required to be delivered by the Municipality when so delivered, will constitute the legal, valid and binding obligations of the Municipality in accordance with their respective terms; and the Municipality will deliver to the County at the time of execution of this Agreement a resolution adopted by its governing body authorizing the execution of this Agreement, and any other documents required to be delivered by the Municipality, including the aforesaid Easement;

(b) The person signing this Agreement on behalf of the Municipality has full authority to bind the Municipality to all of the terms and conditions of this Agreement pursuant to the resolution granting such authority by the Municipality's governing body, as noted above;

(c) It is financially and technically qualified to perform its obligations hereunder, including without limitation, full implementation of the Project; and

(d) The Municipality acknowledges that the County is acting in reliance on the above representations.

ARTICLE III
MANAGEMENT OF THE PROJECT

Section 3.0. The Municipality shall be responsible for all construction phases of the Project, including, but not limited to, any additional study or engineering necessary to fully comply with the requirements of the funding program, final engineering, specifications and designs, and all phases of construction and post-construction elements. The Municipality shall submit any required documentation, including additional engineering or progress reports, to the DPWT Commissioner or his duly authorized representative and to the Planning Commissioner or her duly authorized designee for review, and said design plans and specifications shall be mutually approved by all parties. The Municipality shall fully complete the project tasks as set forth in Schedule "A" and submit proof of such completion to the County for its review and approval on or before five (5) years from the date of the execution of this Agreement by all parties. Notwithstanding the foregoing, the parties may agree to a twelve (12) month extension of time for completion, subject to all necessary legal approvals for such extension of time. In the event that the Municipality fails to complete the scope of work set forth in Schedule "A" and submit proof of such completion to the County in a timely manner as set forth herein, including any twelve (12) month extension agreed to between the parties, it shall remit all funds disbursed hereunder to the County within thirty (30) days of receipt of written request from the County unless an extension of time for completion is mutually agreed to between the parties, subject to all necessary legal approvals for said extension of time.

Section 3.1. In connection with the Project, the Municipality shall obtain all required approvals and permits and promptly execute and comply with all statutes, ordinances, rules, orders, regulations, codes and requirements of the Federal, State, County and municipal governments of the County. The Municipality shall also comply with any and all sanitary rules and regulations of the State and County Health Departments and with the State Environmental Quality Review Act. The Municipality shall comply with the aforementioned statutes, ordinances, rules, orders, regulations, codes and requirements in its implementation of the Project including, but not limited to management, operation, maintenance and supervision of same.

ARTICLE IV
FAIR AND AFFORDABLE HOUSING CONDITIONS

Section 4.0. The Municipality hereby commits to the County that it is in compliance with the terms and conditions set forth in the County's Discretionary Funding Policy annexed hereto and forming a part hereof as Schedule "E" or has submitted documentation to the satisfaction of the County that the Municipality is not considered an eligible municipality under these requirements.

Section 4.1. As further consideration for the County's financial contribution toward the Project, the Municipality certifies that it has adopted municipal zoning code provisions and/or policies which reflect the guidance provided in the Model Ordinance Provisions and the Municipality is committed to affirmatively further fair housing, including a ban on local residency requirements and preferences and other selection preferences that do not affirmatively further fair housing, except to the extent provided in the Model Ordinance Provisions.

Section 4.2. The Municipality agrees to offer to the County a Right of First Refusal to retain and/or purchase any and all land acquired in rem to be used for housing that affirmatively furthers fair housing ("AFFH").

Section 4.3. The Municipality agrees to actively affirmatively further fair housing through its land use regulations and other affirmative measures to assist the development of affordable housing.

Section 4.4. The Municipality further agrees to market housing units that affirmatively further fair housing in accordance with Westchester County's Affirmative Fair Housing Marketing Plan throughout the period of affordability.

Section 4.5. Nothing in this Agreement is intended to affect the County's interest in the Project or release the Municipality from its obligations under the law with respect to affordable AFFH units.

Section 4.6. Should the Municipality fail to abide by any of the above conditions, the Municipality shall, upon thirty (30) days written notice by the County, refund any funds paid to the Municipality under this Agreement.

ARTICLE V

ACCOUNTING

Section 5.0. The Municipality shall cause accurate records and books of account to be maintained in which shall be entered all matters relating to this Agreement, including all liabilities thereof and all expenditures, and payments to any and all contractors or subcontractors involved in the

Project. Such books and records shall be maintained in accordance with generally accepted accounting principles, consistently applied and shall be kept at a location within Westchester County. The Municipality will provide the County with documentation, upon the County's request, in order to verify same. The County shall have the right to audit, inspect, examine and copy such books and records of the Municipality at all reasonable times during normal business hours at the office of the Municipality. The County's audit rights hereunder extend to all documents, reports, and records which relate to the Municipality's commitment to affirmatively further fair housing as described in Article IV herein.

ARTICLE VI

NOTICES

Section 6.0. All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier, (with acknowledgement received and a copy of the notice sent by registered or certified mail, postage pre-paid), as set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt. Notices shall be sent to the following:

To the County:

Commissioner
Department of Planning
County of Westchester
148 Martine Avenue
White Plains, New York 1060

Commissioner
Department of Public Works and Transportation
County of Westchester
148 Martine Avenue
White Plains, New York 10601

with a copy to:

County Attorney
County of Westchester
148 Martine Avenue
Room 600
White Plains, New York 10601

To the Municipality:

Village of Croton-on-Hudson
1 Van Wyck Street
Croton-on-Hudson, New York 10510

with a copy to:

ARTICLE VII

INDEMNIFICATION

Section 7.0. To the fullest extent permitted by law, the Municipality shall defend, indemnify and hold harmless the County, its elected officials, officers, employees and agents (the "Indemnitees") from and against, any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly from the Project, including any which may arise from a change in applicable laws, rules and regulations, that may be imposed upon or incurred by or asserted against any of the Indemnitees by reason of any of the following:

(a) **Work.** Any construction, repair, alteration, addition, replacement, restoration or improvement work done by or on behalf of the Municipality in, on or about the Project or any part thereof;

(b) **Use.** The use, occupation, condition, operation, maintenance, management, supervision or development of or providing security for all or any portion of the Project, or the affected portion thereof, by or on behalf of the Municipality, including without limitation, any liability with respect to any violations imposed by any governmental authorities in respect of any of the foregoing;

(c) **Act or Failure to Act of Municipality.** Any act performed by, or any failure to perform any act required to be performed by the Municipality, a third party under the direction or control of the Municipality, or any of the Municipality's officers, agents, contractors, servants, employees, lessees or invitees in connection with this Agreement or the Project;

(d) **Accidents, Injury to Person or Property.** Any accident, injury, (including death at any time resulting therefrom) or damage to any person, including, without limitation, employees of the Municipality or any Indemnitee, or property occurring in, on, or about the Project or any part thereof; or

(e) Breach of Municipality's Obligation. Any failure or refusal on the part of the Municipality to perform its obligations pursuant to this Agreement.

(f) Municipality's Obligations. The Municipality's failure, within any applicable grace period, to perform or comply with any of the covenants, terms or conditions contained in this Agreement on the Municipality's part to be kept, observed, performed or complied with within any applicable grace period.

Section 7.1. The Municipality hereby further acknowledges and agrees that it shall defend, indemnify and hold harmless the County for any "Environmental Damages" to the Property. "Environmental Damages" shall mean all claims, damages, demands losses, penalties, fines, fees, liabilities (including strict liability), encumbrances, liens, costs and expenses of investigation and defense of any, whether or not such claim is ultimately defeated, and of any good faith settlement or judgment, of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, including, without limitation, reasonable attorney's fees and disbursements and consultants' fees, any of which are incurred as the result of the existence of "Hazardous Material" or "Hazardous Waste" upon, beneath, or about the Property or migrating or threatening to migrate to or from the Property, or the existence of a violation of "Environmental Requirements" pertaining to the Property, regardless of whether the existence of such "Hazardous Materials" or "Hazardous Waste" or the violation of "Environmental Requirements" arose prior to the Municipality or County's ownership of the Property, including, without limitation:

(i) damages for personal injury, or injury to Property or natural resources occurring upon or off the Property, foreseeable or unforeseeable, including, without limitation, lost profits, consequential damages, the cost of demolition or rebuilding of any improvements of real property, interest and penalties;

(ii) fees incurred for the service of attorneys, consultants, contractors or experts, laboratories and all other costs incurred in connection with the investigation or remediation of such "Hazardous Materials" or "Hazardous Waste" or violation of "Environmental Requirements" including, but not limited to, the preparation of any feasibility studies or reports or the performance of any cleanup, remediation, removal, response, abatement, containment, closure, restoration or monitoring work required by any federal, state or local governmental agency or political subdivision, or reasonably necessary to make the full use of the Property or any other property or otherwise expended in connection with such conditions; and

(iii) liability to any third person or governmental agency to indemnify such person or agency for the costs expended in connection with the items referenced in subparagraph (ii) herein;

(iv) diminution in the value of the Property and damages for loss of business and restriction on the use of the Property or any part thereof.

Section 7.1.a. Definitions. For the purposes of this Agreement, the following definitions shall apply:

- (1) "Hazardous Materials" or "Hazardous Waste" shall mean any substance:
 - (i) the presence of which requires investigation or remediation under any federal, state, or local statute, regulation, ordinance, order, action, policy or common law; or
 - (ii) which is or becomes defined as a hazardous waste, hazardous substance, pollutant or contaminant under any federal, state or local statute, regulation, rule, or ordinance or amendments thereto including, without limitations, the United States Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 USC §9601 (14) 42 USC §9602 and any "hazardous waste" as defined in or listed under the United States Solid Waste Disposal Act, as amended, 42 USC §6901(5), 42 USC §6921; or
 - (iii) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board or instrumentality of the United States, the State of New York or any political subdivision thereof; or
 - (iv) the presence of which, on the Property, causes or threatens to cause a nuisance on the Property or to nearby properties or poses or threatens to pose a hazard to the health and safety of persons on, about or nearby the Property; or
 - (v) the presence of which on nearby properties would constitute a trespass by the owner of the Property; or
 - (vi) without limitation which contains gasoline, diesel fuel, or other petroleum hydrocarbons; or
 - (vii) without limitation which contains polychlorinated bipheynols (PCBs), asbestos, or urea formaldehyde foam insulation.

(2) "Environmental Requirements" shall mean all applicable present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises, and similar items, of all government agencies, departments, commissions,

boards, bureaus, or instrumentalities of the United States, the State of New York and the political subdivisions thereof; and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human health or the environment.

Section 7.2. The Municipality shall promptly notify the County in writing of any claims made or any suits instituted against the Municipality of which it has knowledge arising from its performances hereunder or in connection with this Agreement or in connection with the Project.

Section 7.3. In the event the Municipality does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of all or part of this Article, then the Municipality shall reimburse the County's reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing all or part of this Article of the Agreement.

Section 7.4. This Article shall survive termination or expiration of this Agreement.

ARTICLE VIII

MISCELLANEOUS

Section 8.0. Any purported delegation of duties or assignment of rights under this Agreement without the prior express written consent of the County is void.

Section 8.1. The Municipality shall submit documentation to the County demonstrating compliance with the State Environmental Quality Review Act and its implementing regulations ("SEQR"), including those activities that have been determined not to constitute an action as defined by SEQR or activities determined to be Type II actions as defined by SEQR. The Municipality shall act as the lead agency for meeting the requirements of SEQR for any Unlisted or Type I action that is undertaken pursuant to this Agreement, unless otherwise directed by the Planning Commissioner. The Municipality shall include the County as an Involved Agency (as defined in SEQR) in all matters relating to SEQR and conduct a coordinated review where applicable.

Section 8.2. The failure of the County to insist upon strict performance of any term, condition or covenant herein shall not be deemed a waiver of any rights or remedies that the County may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions or covenants herein.

Section 8.3. It is mutually understood and agreed that the terms, covenants, conditions and agreements herein contained shall be binding upon the parties hereto and upon their respective successors, legal representatives and assigns.

Section 8.4. This Agreement and its attachments constitute the entire agreement between the parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. This Agreement shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties, and approved by the Office of the County Attorney.

Section 8.5. It is recognized and understood that the Municipality is not an agent of the County and in accordance with such status, the Municipality, its consultant(s), its subcontractor(s), and their respective officers, agents, employees, representatives and servants shall at all times during the term of this Agreement neither hold themselves out as, nor claim to be acting in the capacity of officers, employees, agents, representatives or servants of the County, nor make any claim, demand or application for any right or privilege applicable to the County, including without limitation, rights or privileges derived from workers compensation coverage, unemployment insurance benefits, social security coverage and retirement membership or credit.

Section 8.6. The Municipality shall comply with the insurance requirements contained in Schedule "C" entitled "Standard Insurance Provisions," attached hereto and made a part hereof. The Municipality may, in lieu of procuring and maintaining the aforesaid insurance, elect to obtain such coverage through a program of self-insurance, which coverage and program shall be in accordance with generally accepted standards for similarly situated entities. In addition to the foregoing, the Municipality shall contractually ensure that all of its contractors, subcontractors and/or independent contractors (individually a "Contractor" or collectively, the "Contractors") that are engaged to construct the Project shall provide such insurance coverage as described in Schedule "C" naming as additional insured, the Municipality and the County and their respective officials (elected or otherwise), officers, employees and agents (collectively the "Additional Insureds"). The Municipality shall require, before the Project commences that each such insurance policy be endorsed to contain the following clauses: (a) the insurer shall have no right to recovery or subrogation against the Additional Insureds (including their respective officials (elected or otherwise), officers, employees and agents), it being the intention that the insurance policy shall protect both the insured and the Additional Insureds and be primary coverage for any and all losses covered by such insurance; (b) the clause "other insurance provisions" in any such insurance

policy shall not apply to the Additional Insureds or their insurance policies; (c) the insurer issuing the policy shall have no recourse against the Additional Insureds (including their respective officials (elected or otherwise), officers, employees and agents) for payment of any premiums or for assessments under any form of policy; and (d) any and all deductibles in such insurance policy shall be assumed by and be for the account of, and at the sole risk of the Contractor.

Section 8.7. This Agreement shall not be enforceable until signed by all parties and approved by the Office of the County Attorney.

Section 8.8. In the event that any one or more provisions, sections, subsections, clauses or words of this Agreement are for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, but this Agreement shall be construed and enforced as if such illegal or invalid section, subsection, clause or word has not been contained herein.

Section 8.9. This Agreement shall be deemed executory only to the extent of funds appropriated and made available for the purpose of this Agreement and no liability on account thereof shall be incurred by the County beyond the amount of such appropriated funds.

Section 8.10. All covenants, stipulations, promises, agreements and obligations of the Municipality and the County contained herein shall be deemed to be stipulations, promises, agreements and obligations of the Municipality and the County and not of any member, officer or employee of the Municipality or the County in his/her individual capacity and no recourse shall be had for any obligation or liability herein or any claim based thereon against any member, officer or employee of the Municipality or the County or any natural person executing this Agreement.

Section 8.11. The parties represent that they have all requisite power and authority to execute, deliver and perform this Agreement, and this Agreement has been duly authorized by all necessary action on the part of the parties. The parties each agree to execute and deliver such further instruments and to seek such additional authority as may be required to carry out the intent and purpose of this Agreement, including providing the County with any necessary property interests in the Project in order for the County to fund the Project.

Section 8.12. This Agreement may be executed in two or more counterparts and all counterparts so executed shall for all purposes constitute one agreement binding upon all the parties hereto.

Section 8.13. Nothing in this Agreement shall act to confer third-party beneficiary rights on any person or entity not a party to this Agreement.

Section 8.14. The headings in this Agreement are for reference purposes only and shall not be used in construing the terms of this Agreement.

Section 8.15. The Municipality agrees to comply with the terms set forth in Schedule "D", attached hereto and made a part hereof, regarding Vendor Direct Payment Terms.

Section 8.16. The Municipality hereby acknowledges that any provision of this Agreement which requires consent of the County shall be subject to receipt by the County of any and all necessary legal approvals.

Section 8.17. No director, officer, employee, agent or other person authorized to act on behalf of the County shall have any personal liability in connection with this Agreement or any failure of the County to perform its obligations hereunder. No director, officer, employee, agent or other person authorized to act on behalf of the Municipality shall have any personal liability in connection with this Agreement or any failure of the Municipality to perform its obligations hereunder.

Section 8.18. The Municipality agrees to allow the County reasonable access to the Project, during normal business hours, to permit inspection and observation of the Project. The Municipality may require the County to provide reasonable notice prior to such inspection and observation.

[NO FURTHER TEXT/SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

COUNTY OF WESTCHESTER

By: _____
Blanca P. Lopez, M.S.
Commissioner of Planning

VILLAGE OF CROTON-ON-HUDSON

By: _____
Name: _____
Title: _____

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

Approved by the Board of the Village of Briarcliff Manor on the _____ day of _____, 2025.

Approved:

Sr. Assistant County Attorney
County of Westchester

On the _____ day of _____ in the year 20__ before me, the undersigned, a
 public in and for said State, personally appeared _____, personally known to me
 on the basis of satisfactory evidence to be the individual whose name is subscribed to the
 instrument and acknowledged to me that he/she executed the same in his/her capacity, and that
 the signature on the instrument, the individual, or the person upon behalf of which the individual
 executed the instrument; and, acknowledged if operating under any trade name, that the certificate
 of the New York State General Business Law Section 130 has been filed as required therein.

 Signature and Office of individual
 taking acknowledgment

On the _____ day of _____ in the year 20__ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument; and, acknowledged if operating under any trade name, that the certificate required by the New York State General Business Law Section 130 has been filed as required therein.

Signature
taking ac

CERTIFICATE OF AUTHORITY

I, _____,
(Officer other than officer signing contract)

certify that I am the _____ of
(Title)
the _____
(the "Municipality")

a municipal corporation duly organized and in good standing under the _____
(Law under which organized, e.g., the
New York Business Corporate Law)

named in the foregoing agreement; that _____
(Person executing agreement)

who signed said agreement on behalf of the Municipality was, at the time of execution

(Title of such person)

of the Municipality and that said agreement was duly signed for and on behalf of said Municipality by authority of its Board of _____, thereunto duly authorized and that such authority is in full force and effect at the date hereof.

(Signature)

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

On this _____ day of _____, 20____, before me personally came _____, whose signature appears above, to me known, and known to me to be the _____ of _____
(Title)

_____, the Municipality described in and which executed the above certificate, who being by me duly sworn did depose and say that he/she, the said _____ of said Municipality resides at _____, and that he/she signed his/her name hereto by order of the Board of _____ of said Municipality.

*Notary Public
County of Westchester*

SCHEDULE "A"
SCOPE OF WORK

The Scope of Work for the Project shall include any work associated with the following tasks. Funds may be moved between tasks, subject to prior review and approval by the County. Reimbursements will be made in accordance with the requirements and procedures specified in this agreement. The total amount reimbursed by the County shall not exceed the maximum amount stated herein.

Project Description:

The implementation of this project is intended to reduce flooding on residential and commercial properties along Brook Street between Old Post Road and North Riverside Avenue in the Village of Croton-on-Hudson.

SCOPE TASK (keep tasks broad, samples below)		AMOUNT	COUNTY FUNDS
1	Construction Plans and Bidding		
2	Survey/Geotech/Investigation		
4	Initial Site Preparation	\$75,690	\$37,845
5	Demolition and Excavation	\$200,709	\$100,355
6	Construction and Implementation	\$615,960	\$307,980
7	Site Restoration and Cleanup	\$326,771	\$163,386
8	Final Inspection and Approval		
SUBTOTAL		\$1,219,130	\$609,565
15% Contingency		\$182,870	\$91,435
TOTAL		\$1,402,000	\$701,000

SCHEDULE "B"
EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, made the ____ day of _____, 2025, by

VILLAGE OF CROTON-ON-HUDSON, a municipal corporation organized and existing under the laws of the State of New York having an office and place of business at 1 Van Wyck Street, Croton-on-Hudson, New York 10510 ("Grantor"); and

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601 (hereinafter referred to as the "County" and/or the "Grantee")

WITNESSETH:

WHEREAS, Grantor is the owner of the fee title of that certain portion of real property located along Brook Street between Old Post Road and North Riverside Avenue in the Village of Croton-on-Hudson, New York, which real property is more particularly described in schedules "B-1" and "B-2" which are annexed hereto and made a part hereof (the "Subject Property").

That the Grantor in consideration of the sum of One (\$1.00) Dollar lawful money of the United States, paid by the Grantee, receipt of which is hereby acknowledged, does hereby grant and release unto the Grantee, its successors and assigns, a non-exclusive easement (the "Easement") in, on, over, under and through the Subject Property, as more particularly described in schedules "B-1", which is attached hereto and made a part hereof, for the purpose of accessing certain improvements known as the Project consisting of flood mitigation improvements and described in a separate Inter-municipal Agreement of even date between the Grantor and Grantee, to construct, operate, maintain, repair, replace, inspect, or restore the Project.

The Easement granted herein is subject to the following restrictions:

The Grantor covenants that, until such time as the Bonds (defined below) have matured or been fully redeemed, neither it, nor its successors or assigns, shall do anything, or allow anything to be done, which in the reasonable opinion of the County would injure, endanger, impede use of or impair the Project in any material respect, or the operation thereof, located within the Easement,

The Grantor acknowledges that the easement rights of the County granted herein regarding the Project Improvements constructed in, on, over, under or through the Easement shall encumber such Project Improvements for so long as the bonds of the County (the "Bonds"), which made funds available for said Project are outstanding, pursuant to the terms of the certain inter-municipal agreement by and between the Municipality and the County of even date herewith. The Grantee shall not interfere with or disturb the construction, use,

operation, maintenance or repair of any improvements now or hereafter situated within or upon the Project property.

The Easement shall run with the land and the provisions contained herein shall be binding upon and inure to the benefit of and be enforceable by the County, its successors and assigns until the Bonds have matured or been fully redeemed.

TO HAVE AND TO HOLD the Easement granted herein unto the County, its successors and assigns, until such time as the Bonds have matured or been fully redeemed.

IN WITNESS WHEREOF, the Grantor has executed this instrument the day and year first above written.

VILLAGE OF CROTON-ON-HUDSON

By: _____

COUNTY OF WESTCHESTER

By: _____

Blanca P. Lopez, M.S.
Commissioner – Planning Department

Record and Return to:

MUNICIPALITY'S ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument; and, acknowledged if operating under any trade name, that the certificate required by the New York State General Business Law Section 130 has been filed as required therein.

Signature and Office of individual taking acknowledgment

COUNTY'S ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument; and, acknowledged if operating under any trade name, that the certificate required by the New York State General Business Law Section 130 has been filed as required therein.

Signature and Office of individual taking acknowledgment

SCHEDULE "B-1"
EASEMENT BOUNDARY

DRAFT

SCHEDULE "C"

STANDARD INSURANCE PROVISIONS **(MUNICIPALITY)**

1. Prior to commencing work, and throughout the term of the Agreement, the Municipality shall obtain at its own cost and expense the required insurance as delineated below from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better. Municipality shall provide evidence of such insurance to the County of Westchester ("County"), either by providing a copy of policies and/or certificates as may be required and approved by the Director of Risk Management of the County ("Director"). The policies or certificates thereof shall provide that ten (10) days prior to cancellation or material change in the policy, notices of same shall be given to the Director either by overnight mail or personal delivery for all of the following stated insurance policies. All notices shall name the Municipality and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the Director, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Director, the Municipality shall upon notice to that effect from the County, promptly obtain a new policy, and submit the policy or the certificate as requested by the Director to the Office of Risk Management of the County for approval by the Director. Upon failure of the Municipality to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated.

Failure of the Municipality to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Municipality from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Municipality concerning indemnification.

All property losses shall be made payable to the "County of Westchester" and adjusted with the appropriate County personnel.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of Municipality's negligent acts or omissions under the Agreement or by virtue of the provisions of the labor law or other statute or any other reason, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Municipality until such time as the Municipality shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Municipality maintains broader coverage and/or higher limits than the minimums identified herein, the County shall be entitled to the broader coverage and/or higher limits maintained by the Municipality. Any available insurance

proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

2 The Municipality shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the Agreement):

- a) Workers' Compensation and Employer's Liability. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: <http://www.wcb.ny.gov>.

If the employer is self-insured for Workers' Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

- b) Commercial General Liability Insurance with a combined single limit of \$1,000,000 (c.s.1) per occurrence and a \$2,000,000 aggregate limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:
 - i. Premises - Operations.
 - ii. Broad Form Contractual.
 - iii. Independent Contractor and Sub-Contractor.
 - iv. Products and Completed Operations.
- c) Commercial Umbrella/Excess Insurance: \$2,000,000 each Occurrence and Aggregate naming the "County of Westchester" as additional insured, written on a "follow the form" basis.

NOTE: Additional insured status shall be provided by standard or other endorsement that extends coverage to the County of Westchester for both on-going and completed operations.

- d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages and name the "County of Westchester" as additional insured:
 - (i) Owned automobiles.
 - (ii) Hired automobiles.
 - (iii) Non-owned automobiles.

3. All policies of the Municipality shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the County is named as an insured, shall not apply to the County.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Municipality.

SCHEDULE "D"
VENDOR DIRECT PAYMENT TERMS

Westchester County Vendor Direct Program Frequently Asked Questions

1. WHAT ARE THE BENEFITS OF THE ELECTRONIC FUNDS TRANSFER (EFT) ASSOCIATED WITH THE VENDOR DIRECT PROGRAM?

There are several advantages to having your payments automatically deposited into your designated bank account via EFT:

Payments are secure – Paper checks can be lost in the mail or stolen, but money deposited directly into your bank account is more secure.

You save time – Money deposited into your bank account is automatic. You save the time of preparing and delivering the deposit to the bank. Additionally, the funds are immediately available to you.

2. ARE MY PAYMENTS GOING TO BE PROCESSED ON THE SAME SCHEDULE AS THEY WERE BEFORE VENDOR DIRECT?

Yes.

3. HOW QUICKLY WILL A PAYMENT BE DEPOSITED INTO MY ACCOUNT?

Payments are deposited two business days after the voucher/invoice is processed. Saturdays, Sundays, and legal holidays are not considered business days.

4. HOW WILL I KNOW WHEN THE PAYMENT IS IN MY BANK ACCOUNT AND WHAT IT IS FOR?

Under the Vendor Direct program you will receive an e-mail notification two days prior to the day the payment will be credited to your designated account. The e-mail notification will come in the form of a remittance advice with the same information that currently appears on your check stub, and will contain the date that the funds will be credited to your account.

5. WHAT IF THERE IS A DISCREPANCY IN THE AMOUNT RECEIVED?

Please contact your Westchester County representative as you would have in the past if there were a discrepancy on a check received.

6. WHAT IF I DO NOT RECEIVE THE MONEY IN MY DESIGNATED BANK ACCOUNT ON THE DATE INDICATED IN THE E-MAIL?

In the unlikely event that this occurs, please contact the Westchester County Accounts Payable Department at 914-995-4708.

7. WHAT MUST I DO IF I CHANGE MY BANK OR MY ACCOUNT NUMBER?

Whenever you change any information or close your account a new Vendor Direct Payment Authorization Form must be submitted. Please contact the Westchester County Accounts Payable Department at 914-995-4708 and we will e-mail you a new form.

8. WHEN COMPLETING THE PAYMENT AUTHORIZATION FORM, WHY MUST I HAVE IT SIGNED BY A BANK OFFICIAL IF I DON'T INCLUDE A VOIDED CHECK?

This is to ensure the authenticity of the account being set up to receive your payments.

INSERT VENDOR DIRECT FORM

DRAFT

SCHEDULE “E”

County’s Discretionary Funding Policy attached hereto.

**WESTCHESTER COUNTY FAIR AND AFFORDABLE HOUSING
IMPLEMENTATION PLAN
August 9, 2010**

Appendix D-2(ii): Discretionary Funding Allocation Policy
as approved January 10, 2012

DISCRETIONARY FUNDING POLICY

In August 2009, Westchester County entered into a Stipulation and Order of Settlement and Dismissal in *US. ex rel. Anti-Discrimination Center of Metro New York v. Westchester County, New York* (the "Settlement Agreement"). Beginning on March 1, 2012, the grant of discretionary intermunicipal funding, including but not limited to County Open Space funds and CDBG funding, ("Discretionary Funding") to municipalities eligible under the Settlement Agreement ("Recipient Eligible Municipalities") shall be conditioned, as appropriate, upon the Recipient Eligible Municipality's commitment to affirmatively further fair housing within its borders. This policy does not apply to municipalities in Westchester County other than the Recipient Eligible Municipalities.

Each Recipient Eligible Municipality shall be required to commit to the County, in writing, that it is in compliance with the following terms and conditions in connection with its commitment to affirmatively further fair housing:

- (a) Recipient Eligible Municipality has adopted municipal zoning code provisions and/or policies which reflect the guidance provided in the Model Ordinance Provisions approved pursuant to the Settlement Agreement and demonstrate a commitment by the Recipient Eligible Municipality to affirmatively further fair housing, including a ban on local residency requirements and preferences and other selection preferences that do not affirmatively further fair housing, except to the extent provided in the Model Ordinance Provisions;
- (b) Recipient Eligible Municipality will offer the County a Right of First Refusal to retain and/or purchase any and all land acquired in rem to be used for housing that affirmatively furthers fair housing; and
- (c) Recipient Eligible Municipality will actively further implementation of the Settlement Agreement through its land use regulations and other affirmative measures to assist the development of affordable housing.

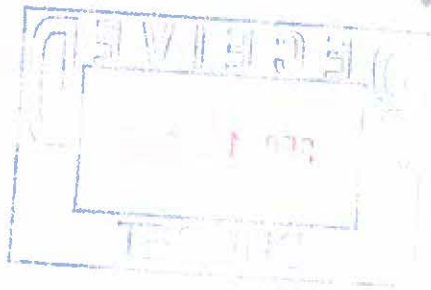
Such commitments by Recipient Eligible Municipality shall be stated in the funding agreement between the County and the Recipient Eligible Municipality.

The funding agreement will also provide that housing units that affirmatively further fair housing must be marketed in accordance with Westchester County's Affirmative Fair Housing Marketing Plan approved pursuant to the Settlement Agreement, throughout the period of affordability.

Applications for Discretionary Funding submitted by non-municipal entities will be reviewed to determine whether or not such entity is acting as an agent of a municipality for purposes of the project for which funding is sought. If such entity is deemed to be acting in the capacity of agent for a municipality, the application will be subject to a review of the agent-municipality's compliance with the policy of affirmatively furthering fair housing stated above. The determination as to whether an agency relationship exists will be based on the principles of law relating to agency relationships in New York State, and the fact that the non-municipal entity/applicant may be required by local municipal codes to obtain municipal approvals or abide by municipal processes for such approvals in connection with such application will not be determinative of the agency relationship. Westchester County will provide notice of all non-municipal applications for funding to the local municipality in which the funding is proposed to be spent.

The County's audit rights under any grant of or funding agreement for Discretionary Funding will extend to all documents, reports, and records which relate to the Recipient Eligible Municipality's commitment to affirmatively further fair housing as described herein. Should Recipient Eligible Municipality fail to abide by any of the above conditions, Recipient Eligible Municipality will be obliged, upon thirty (30) days written notice by the County to refund any Discretionary Funding paid to the Recipient Eligible Municipality.

DRAFT





Kenneth W. Jenkins
County Executive

October 1, 2025

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

Dear Honorable Members of the Board of Legislators:

Transmitted herewith for your review is an Act, which, if adopted by your Honorable Board, would authorize the County of Westchester (the "County") to convey certain County-owned real property consisting of approximately 1.859 acres located on Saw Mill River Road, in the Town of Mount Pleasant, New York, and designated as a portion of Section 106.18, Block 1 and Lot 2 on the Official Tax Maps of the Town of Mount Pleasant (the "Property") to the Town of Mount Pleasant (the "Town").

The conveyance would be in consideration of Ten (\$10.00) Dollar and subject to the following:

- (i) the Town using the Property for public commuter parking purposes and other public parking purposes or floodplain restoration as further described below,
- (ii) the Town conveying to the County a free, permanent and perpetual 15-foot wide sewer easement on, over, in and through the Property for the County trunk sewer ("Sewer Easement"), and
- (iii) the Town conveying a perpetual access easement over the Town-owned parcel adjacent to the Property known as Residual Parcel C, which the Town acquired through an indenture, dated April 11, 1967, recorded October 20, 1967 in Liber 6740 at page 464 in the Office of the Westchester County Clerk (the "Adjacent Town Parcel"). The Property is landlocked, and the access easement through the Adjacent Town Parcel is necessary to provide the County access to the Property ("Access Easement").

The County acquired the Property for the construction of the Saw Mill River parkway by an indenture dated April 8, 1925 and recorded in Liber 2564 at page 189 in the Office of the Westchester County Clerk, which indenture was corrected by an indenture, dated October 11, 1927, and recorded in Liber 2811 at page 189 in the Office of the Westchester County Clerk (the "1927 Indenture"). The Property is part of Parcel No. 1 of Sheet No. 27 in the 1927 Indenture as shown on Map 3919 filed in the Office of the Westchester County Clerk on November 5, 1932.

In 1960, the East Hudson Parkway Authority was established to take over the Westchester County Parkway System pursuant to Chapter 649 of the Laws of 1960. In February 1961, the County entered into "a certain instrument in writing to carry out the intents and purposes of Chapter 649 of the Laws of 1960, and did by said instrument grant and release unto the [People of the State of New York] certain lands and premises" comprising the Westchester County Parkway System consisting of the Hutchinson River Parkway, Saw Mill River Parkway and Cross County Parkway (the "1961 Agreement").

The 1961 Agreement was never recorded, however, so in 1968 the County and the People of the State of New York (the "State") executed an indenture, dated April 17, 1968 (the "1968 Indenture"), recorded in the Office of the Westchester County Clerk in Liber 6775 at page 198, documenting the transfer of lands comprising the Saw Mill River Parkway to the East Hudson Parkway Authority. Through the 1968 Indenture, the County conveyed the Property to the People of the State of New York as part of Plot No. 54 on Map Sheet No. 29 filed as Map Number 14263 in the Office of the Westchester County Clerk.

The County was advised by the State that for a number of years the State had allowed the Town to operate a commuter parking lot for the Hawthorne Train Station on the Property. The State was interested in conveying the Property to the Town, however, because the County trunk sewer runs through a portion of the Property, the State instead conveyed the Property to the County so that the County could convey the Property to the Town for public commuter parking purposes and other public parking purposes and simultaneously reserve an easement right for the County trunk sewer. Thereafter, the State conveyed the Property to the County through an indenture, dated February 15, 2024, and recorded on April 4, 2024 at Control No. 631843355 in the Office of the Westchester County Clerk.

The County now wishes to convey the Property to the Town through a Bargain and Sale Deed without Covenants against Grantor's Acts subject to the Town using the Property for public commuter parking purposes and other public parking purposes through the insertion of the following reverter clause in the deed:

That the part of the second part [Town] shall use the said premises solely and exclusively for public commuter parking purposes and other public parking purposes or to introduce vegetation and other natural features that may alter or remove the existing parking lot as part of any action to contribute to floodplain restoration and same shall not be conveyed, transferred, or assigned by the party of the second part without the consent of the party of the first part. In the event that the premises so conveyed are put to another use than herein mentioned or conveyed, transferred, or assigned by the party of the second part without the consent of the party of the first part, then the land hereby conveyed and any and all improvements thereon or thereto shall revert to the party of the first part herein or its successors, and all right, title and interest of the party of the second part shall be forfeited and the title to said premises shall revert to the party of the first part or its successors without the necessity of re-entry by the party of the first part, hereby creating as to said premises a determinable fee, to be terminated upon breach of the conditions herein set forth.

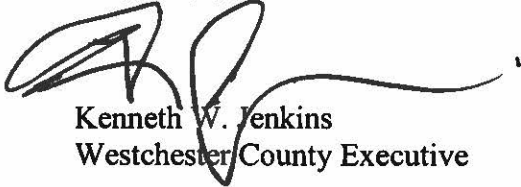
The County's conveyance to the Town is also subject to the Sewer Easement and Access Easement described above.

According to County Director of Real Estate, the County has no plans to utilize this Property for any County purpose.

In accordance with Laws of Westchester County Section 191.41, the Commissioner of Planning has provided a report recommending the disposition of the real property. A copy of the Commissioner's Report is attached hereto for your consideration.

I believe that the conveyance of this Property is in the best interest of the County and, therefore, urge your approval of the annexed Act.

Very truly yours,

A handwritten signature in black ink, appearing to be 'KWJ', with a long horizontal flourish extending to the right.

Kenneth W. Jenkins
Westchester County Executive

Attachment
KWJ/ran

**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, if adopted by your Honorable Board, will authorize the County of Westchester (the "County") to convey certain County-owned real property consisting of approximately 1.859 acres located on Saw Mill River Road, in the Town of Mount Pleasant, New York and designated as a portion of Section 106.18, Block 1 and Lot 2 on the Official Tax Maps of the Town of Mount Pleasant (the "Property") to the Town of Mount Pleasant (the "Town").

The conveyance would be in consideration of Ten (\$10.00) Dollar and subject to the following:

- (i) the Town using the Property for public commuter parking purposes and other public parking purposes or for floodplain restoration as described below,
- (ii) the Town conveying to the County a free, permanent and perpetual 15-foot wide sewer easement on, over, in and through the Property for the County trunk sewer (the "Sewer Easement"), and
- (iii) the Town conveying a perpetual access easement over the Town-owned parcel adjacent to the Property known as Residual Parcel C, which the Town acquired through an indenture, dated April 11, 1967, recorded October 20, 1967 at Liber 6740 page 464 in the Office of the Westchester County Clerk (the "Adjacent Town Parcel"). The Property is landlocked, and the access easement through the Adjacent Town Parcel is necessary to provide the County access to the Property ("Access Easement").

The County acquired the Property for the construction of the Saw Mill River parkway by an indenture, dated April 8, 1925 and recorded in Liber 2564 at page 189 in the Office of the Westchester County Clerk, which indenture was corrected by an indenture, dated October 11, 1927,

and recorded in Liber 2811 at page 189 in the Office of the Westchester County Clerk (the "1927 Indenture"). The Property was part of Parcel No. 1 of Sheet No. 27 in the 1927 Indenture as shown on Map 3919 filed in the Office of the Westchester County Clerk on November 5, 1932.

In 1960, the East Hudson Parkway Authority was established to take over the Westchester County Parkway System pursuant to Chapter 649 of the Laws of 1960. In February 1961, the County entered into "a certain instrument in writing to carry out the intents and purposes of Chapter 649 of the Laws of 1960, and did by said instrument grant and release unto the [People of the State of New York] certain lands and premises" comprising the Westchester County Parkway System consisting of the Hutchinson River Parkway, Saw Mill River Parkway and Cross County Parkway (the "1961 Agreement").

The 1961 Agreement was never recorded, however, so in 1968 the County and the People of the State of New York (the "State") executed an indenture, dated April 17, 1968 (the "1968 Indenture") recorded in the Office of the Westchester County Clerk in Liber 6775 at page 198, documenting the transfer of lands comprising the Saw Mill River Parkway to the East Hudson Parkway Authority. Through the 1968 Indenture, the County conveyed the Property to the People of the State of New York as part of Plot No. 54 on Map Sheet No. 29 filed as Map Number 14263 in the Office of the Westchester County Clerk.

The County was advised by the State that for a number of years the State had allowed the Town to operate a commuter parking lot for the Hawthorne Train Station on the Property. The State was interested in conveying the Property to the Town, however, because the County trunk sewer runs

through a portion of the Property, the State instead conveyed the Property to the County so that the County could convey the Property to the Town for public commuter parking purposes and other public parking purposes and simultaneously reserve an easement right for the County trunk sewer. Thereafter, the State conveyed the Property to the County through an indenture, dated February 15, 2024, and recorded on April 4, 2024 at Control No. 631843355 in the Office of the Westchester County Clerk.

The County now wishes to convey the Property to the Town through a Bargain and Sale Deed without Covenants against Grantor's Acts subject to the Town using the Property for public commuter parking purposes and other public parking purposes through the insertion of the following reverter clause in the Bargain and Sale Deed:

That the part of the second part [Town] shall use the said premises solely and exclusively for public commuter parking purposes and other public parking purposes or to introduce vegetation and other natural features that may alter or remove the existing parking lot as part of any action to contribute to floodplain restoration, and same shall not be conveyed, transferred, or assigned by the party of the second part without the consent of the party of the first part. In the event that the premises so conveyed are put to another use than herein mentioned or conveyed, transferred, or assigned by the party of the second part without the consent of the party of the first part, then the land hereby conveyed and any and all improvements thereon or thereto shall revert to the party of the first part herein or its successors, and all right, title and interest of the party of the second part shall be forfeited and the title to said premises shall revert to the party of the first part or its successors without the necessity of re-entry by the party of the first part, hereby creating as to said premises a determinable fee, to be terminated upon breach of the conditions herein set forth.

The County's conveyance to the Town will be also subject to Town Sewer Easement and Access Easement described above.

According to County Director of Real Estate, the County has no plans to utilize this Property for any County purpose.

In accordance with LWC Section 191.41, the Commissioner of Planning has provided a report recommending the disposition of the real property. A copy of the Commissioner's Report is attached hereto for your consideration.

The Department of Planning has advised your Committee that based on its review, the conveyance of approximately 1.859 acres of County-owned real property located on Saw Mill River Road, in the Town of Mount Pleasant, New York and designated as a portion of Section 106.18, Block 1 and Lot 2 on the Official Tax Maps of the Town of Mount Pleasant (the "Property") to the Town of Mount Pleasant (the "Town") 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, along with a Short Environmental Assessment Form ("EAF"), prepared by the Department of Planning, are attached to assist your Honorable Board in complying with SEQRA. For the reasons set forth in the attached EAF, your Committee believes that this proposed action will not have any significant adverse impact on the environment and accordingly recommends passage of the annexed Resolution prior to enacting the Act authorizing the conveyance of the Property.

Your Committee has been advised that, pursuant to LWC Section 104.11(2), an affirmative two-thirds vote of all the members of your Honorable Board is required to adopt the annexed Act.

Your Committee has carefully considered this matter and recommends favorable action upon the proposed legislation.

Dated: _____, 2025
White Plains, New York

COMMITTEE ON
C/ran

FISCAL IMPACT STATEMENT

SUBJECT: Conveyance of SMR Road Parcel

☒ 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: _____

Potential Related Operating Budget Expenses:

Annual Amount 0

Describe: Conveyance of SMR Road Parcel(1.859 acres) to Town of Mt Pleasant, subject to the
Town using the property for public commuter parking purposes and other public parking purposes
and subject to the Town conveying to the County a sewer easement and access easement.

Potential Related Operating Budget Revenues:

Annual Amount 0

Describe: _____

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

Current Year: _____

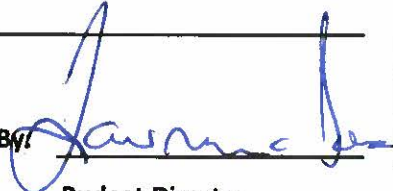
Next Four Years: _____

Prepared by: Ugochukwu Chibuikem

Title: Asst. Budget Analyst

Department: Budget

Date: September 29, 2025

Reviewed By: 

Budget Director

Date: 9/30/25

RESOLUTION

WHEREAS, there is pending before this Honorable Board an Act to authorize the County of Westchester to convey certain County-owned real property consisting of approximately 1.859 acres located on Saw Mill River Road, in the Town of Mount Pleasant, New York and designated as a portion of Section 106.18, Block 1 and Lot 2 on the Official Tax Maps of the Town of Mount Pleasant (the “Property”) to the Town of Mount Pleasant (the “Town”); and

WHEREAS, this Honorable Board has determined that the proposed conveyance 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 conveyance 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 uncoordinated review as permitted for Unlisted actions pursuant to Section 617.6(b)(4) of the implementing regulations for the environmental review of this project; and

WHEREAS, in accordance with SEQRA 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 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 the Honorable Board's review of the Short 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 proposed conveyance of certain County-owned real property consisting of approximately 1.859 acres located on Saw Mill River Road, in the Town of Mount Pleasant, New York and designated as a portion of Section 106.18, Block 1 and Lot 2 on the Official Tax Maps of the Town of Mount Pleasant (the "Property") to the Town of Mount Pleasant (the "Town"); 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 Short 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 SEQRA 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.



Memorandum
Department of Planning

TO: Rachel Noe, Associate County Attorney

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

A handwritten signature in blue ink, appearing to read "D. Kvinge", written over the printed name of David S. Kvinge.

DATE: September 4, 2025

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR LAND TRANSFER –
BROADWAY COMMUTER PARKING LOT, TOWN OF MOUNT
PLEASANT**

The Planning Department has reviewed the above referenced action in accordance with the State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617 (SEQR).

Pursuant to SEQR, this project is an Unlisted action. The Department of Planning has prepared the attached Short Environmental Assessment Form for the project on behalf of the Board of Legislators, with uncoordinated review as permitted by SEQR.

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

Att.

cc: Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Tami Altschiller, Assistant Chief Deputy County Attorney
Blanca P. Lopez, Commissioner of Planning
Claudia Maxwell, Principal Environmental Planner

Short Environmental Assessment Form

Part 1 - Project Information

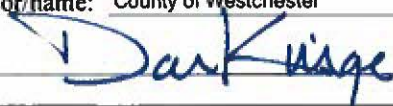
Instructions for Completing

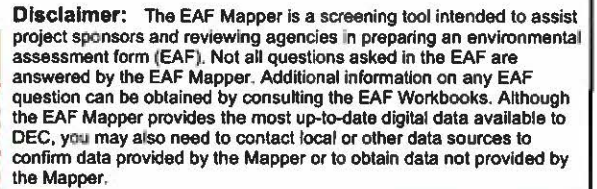
Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. 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: Broadway Field Parking Lot Land Transfer							
Project Location (describe, and attach a location map): Broadway, Hawthorne, Town of Mount Pleasant							
Brief Description of Proposed Action: The County will convey an approximately 1.9-acre portion of a parcel (Tax ID 106.18-1-2) located adjacent to the Saw Mill River and Saw Mill River Parkway to the Town of Mount Pleasant for its continued use as a commuter parking lot or for future floodplain restoration and other flood mitigation purposes. The County will retain an easement over a portion of the property and gain an easement over additional property in order to access and maintain a County-owned sanitary sewer line. The property was originally owned by the County of Westchester and conveyed to the State of New York for the construction of the Saw Mill River Parkway. The property is located in proximity to the Hawthorne Train Station, and the state permitted the Town of Mount Pleasant to operate a commuter parking lot on the parcel for many decades through the issuance of various use & occupancy permits. Pursuant to New York State Transportation Law §71(7), the property reverted to the County from the State in 2024. The County now wishes to convey the parcel to the Town for continued use as a public commuter parking lot subject to certain conditions.							
Name of Applicant or Sponsor: County of Westchester		Telephone: 914-995-4400 E-Mail:					
Address: 148 Martine Avenue							
City/PO: White Plains		State: NY	Zip Code: 10601				
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.			<table border="1" style="width: 100%; text-align: center;"> <tr> <td>NO</td> <td>YES</td> </tr> <tr> <td>☒</td> <td>☐</td> </tr> </table>	NO	YES	☒	☐
NO	YES						
☒	☐						
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: Town Board, Town of Mount Pleasant (agreement to receive parcel)			<table border="1" style="width: 100%; text-align: center;"> <tr> <td>NO</td> <td>YES</td> </tr> <tr> <td>☐</td> <td>☒</td> </tr> </table>	NO	YES	☐	☒
NO	YES						
☐	☒						
3. a. Total acreage of the site of the proposed action?		+/- 1.9 acres					
b. Total acreage to be physically disturbed?		0 acres					
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		+/-166 acres					
4. Check all land uses that occur on, are adjoining or near the proposed action:							
5. ☐ Urban ☐ Rural (non-agriculture) ☐ Industrial ☒ Commercial ☒ Residential (suburban) ☐ Forest ☐ Agriculture ☒ Aquatic ☒ Other(Specify): Transportation ☒ Parkland							

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	☐	☒	☐
b. Consistent with the adopted comprehensive plan?	☐	☒	☐
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? Reason:Exceptional or unique character, Agency:Westchester County, Date:1-31-90 If Yes, identify: _____	NO ☐	YES ☒	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO ☒	YES ☐	
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?	☐	☒	
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?	NO ☐	YES ☒	
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?	☒	☐	
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?	NO ☐	YES ☒	
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		
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?	NO	YES
	☒	☐
16. Is the project site located in the 100-year flood plan?	NO	YES
	☐	☒
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:	NO	YES
	☒	☐
	☒	☐
	☒	☐
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:	NO	YES
	☒	☐
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:	NO	YES
	☒	☐
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:	NO	YES
	☒	☐
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor/name: <u>County of Westchester</u> Date: <u>September 4, 2025</u>		
Signature: <u></u> Title: <u>Assistant Commissioner of Planning</u>		



Part 1 / Question 7 [Critical Environmental Area]	Yes
Part 1 / Question 7 [Critical Environmental Area - Identify]	, Reason:Exceptional or unique character, Agency:Westchester County, Date:1-31-90
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	Yes
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]	Yes
Part 1 / Question 20 [Remediation Site]	No

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?	☒	☐

Project: Broadway Field Parking Lot Land Transfer

Date: September 2025

Short Environmental Assessment Form Part 3 Determination of Significance

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

The action involves the conveyance of a certain County-owned real property consisting of approximately 1.9 acres located on Saw Mill River Road in the Town of Mount Pleasant, New York. The approximately 1.9-acre area to be conveyed is designated as a portion of Section 106.18, Block 1 and Lot 2 on the Official Tax Maps of the Town of Mount Pleasant.

The site is located adjacent to the Taconic State Parkway, which includes elements that are on the National Register of Historic Places. The closest historic features to the subject parcel are two bridges which span over the Saw Mill River Parkway. They are identified as BIN 5502091 and 5502092 respectively and are over 500 feet from the proposed action. Furthermore, the action only involves conveyance of a property and does not include any physical disturbance. As such, the project will not adversely impact the closest identified features' historic character or the community's historic character.

Graham Hills Park is a designated Critical Environmental Area located nearby. All County park lands were designated Critical Environmental Areas as they possess recreational, educational, social, cultural and ecological values for residents and visitors. The action will not impact the values provided by Graham Hills Park as no physical alterations are proposed.

The project site is located within the 100-year floodplain. No floodplain impacts are anticipated as the conveyed portion will continue its use as a commuter parking lot. In addition, no physical disturbance is proposed in association with the action. As such, existing stormwater flow patterns or amounts will not change as a result of the action.

- ☐ 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

Sunday Vanderburg

Print or Type Name of Responsible Officer in Lead Agency

Signature of Responsible Officer in Lead Agency

Date

Clerk to the Board of Legislators

Title of Responsible Officer

Signature of Preparer (if different from Responsible Officer)

PRINT FORM



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

Memorandum
Department of Planning

TO: Honorable Kenneth W. Jenkins
County Executive

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

DATE: August 1, 2025

SUBJECT: Disposition of real property on Saw Mill River Road, Town of Mount Pleasant

Pursuant to Section 191.41 of the County Charter, submitted is the required report of the Commissioner of Planning on the proposed disposition of real property on Saw Mill River Road, owned by Westchester County, currently identified as part of Section 106.18, Block 1 and Lot 2 on the Official Tax Maps of the Town of Mount Pleasant.

The County originally acquired the property for the construction of the Saw Mill River Parkway. The County then conveyed the property to the State of New York and the State permitted the Town to operate a commuter parking lot for the Hawthorne Train Station on the property through the issuance of various use and occupancy permits. The State then conveyed the property to the County pursuant to an Indenture, dated February 15, 2024. The property was never used for the purpose of the construction of a parkway.

The County's conveyance to the Town would be subject to the Town conveying to the County a free, permanent and perpetual 15-foot-wide sewer easement on, over, in and through the property for the County trunk sewer located through the property, and the Town conveying a perpetual access easement over the Town-owned parcel adjacent to the property known as Residual Parcel C, which the Town acquired through an indenture, dated April 11, 1967, recorded October 20, 1967 at Liber 6740 page 464 in the Office of the Westchester County Clerk.

Based on this record, I recommend the disposition of this property owned by Westchester County.

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

ACT NO. - 2025

AN ACT authorizing the conveyance of approximately 1.859 acres of County property in the Town of Mount Pleasant, New York to the Town of Mount Pleasant in exchange for Ten (\$10.00) Dollars subject to the Town using the property for public commuter parking purposes and other public parking purposes or floodplain restoration and subject to the Town conveying to the County a sewer easement and access easement.

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 convey approximately 1.859 acres of real property located on Saw Mill River Road, in the Town of Mount Pleasant, New York (the "Town"), designated as a portion of Section 106.18, Block 1 and Lot 2 on the Official Tax Maps for the Town, to the Town, as described in Schedule "A" attached hereto (the "Property") by Bargain and Sale Deed without Covenant against Grantor's Acts in consideration of Ten (\$10.00) Dollar subject to the Town using the Property for public commuter parking purposes and other public parking purposes or floodplain restoration, and subject to the Town conveying a sewer easement to the County through the Property and an access easement through an adjacent parcel owned by the Town.

§2. The County's conveyance to the Town will be subject to the following reverter clause:

That the part of the second part [Town] shall use the said premises solely and exclusively for public commuter parking purposes and other public parking purposes or to introduce vegetation and other natural features that may alter or remove the existing parking lot as part of any action to contribute to floodplain restoration, and same shall not be conveyed, transferred, or assigned by the party of the second part without the consent of the party of the first part. In the event that the premises so conveyed are put to another use than herein mentioned or conveyed, transferred, or assigned by the party of the second part without the consent of the party of the first part, then the land hereby conveyed and any and all improvements thereon or thereto shall revert to the party of the first part herein or its successors, and all right, title and interest of the party of the second part shall be forfeited and the title to said premises shall revert to the party of the first part or its successors without the necessity of re-entry by the party of the first part, hereby creating as to said premises a determinable fee, to be terminated upon breach of the conditions herein set forth.

§3. The County is hereby authorized to accept a free, permanent and perpetual fifteen (15) foot wide sewer easement as described in Schedule "B" attached hereto on, over, in and through the Property.

§4. The County is hereby authorized to accept a free, permanent and perpetual access easement over the parcel known as Residual Parcel C in the Indenture, dated April 11, 1967, recorded in the office of the Westchester County Clerk at Liber 6740, page 464, and described in Schedule "C" attached hereto.

§5. The above easements shall extend to the County's officers, elected officials, employees, agents, contractors, subcontractors, invitees, successors and assigns.

§6. The County Executive, or his duly authorized, designee, is hereby authorized and empowered to take all actions and to execute and deliver such documents as may be necessary and appropriate to accomplish the purposes hereof.

§7. This Act shall take effect immediately.

Schedule "A"

DESCRIPTION OF PROPERTY TO BE CONVEYED BY THE COUNTY
TO THE TOWN OF MOUNT PLEASANT

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND lying and being in the Town of Mount Pleasant, County of Westchester and State of New York, more particularly described as:

Beginning at a point on the Southeasterly boundary of the existing Saw Mill River Parkway, being a portion of Lot 1 on Sheet No. 27 as shown on a certain map entitled "Map Showing Lands To Be Acquired by the Westchester County Park Commission for the Saw Mill River Parkway", dated May, 1925 and filed in the Westchester County Clerk's Office, on November 5, 1932 as filed map No. 3919; said point being located South 50°-01'-35" West, 459.51 feet from the former location of Monument Number "6" as shown on said filed map No. 3919; thence through the property of the People of The State of New York, Currently Under the Jurisdiction of the New York State Department of Transportation the following courses and distances; North 45°-31'-12" West 24.49 feet; South 46°-40'-12" West 16.11 feet; North 42°-23'-23" West 16.68 feet; North 45°-24'-29" East 17.73 feet; North 46°-41'-57" West 16.63 feet; North 42°-57'-02" East 173.43 feet; North 54°-37'-19" East 22.10 feet; North 41°-09'-40" East 148.70 feet; North 40°-03'-31" East 329.55 feet; North 50°-39'-42" East 42.29 feet; North 40°-26'-46" East 66.55 feet; South 49°-40'-57" East 61.40 feet; South 39°-56'-22" West 96.59 feet; and South 48°-00'-57" East 89.42 feet to the Southeasterly side of aforesaid Saw Mill River Parkway, thence along said Saw Mill River Parkway South 17°-31'-37" West 41.10 feet; South 55°-35'-34" West 204.70 feet and South 50°-01'-35" West 459.51 feet to the point of beginning; being 80,965 square feet or 1.859 Acres more or less (the "Premises").

Schedule "B"

DESCRIPTION 15 FOOT WIDE SEWER EASEMENT LOCATED IN THE TOWN OF MOUNT PLEASANT, COUNTY OF WESTCHESTER, STATE OF NEW YORK.

ALL that certain plot, piece or parcel of land, situate, lying and located in the Town of Mount Pleasant, County of Westchester, State of New York designated as a Portion of a 15 foot wide Sewer Easement bounded and described as follows:

Commencing at the southeasterly boundary of the existing Saw Mill River Parkway, said point being located South 50°01'35" West, 459.51 feet from the former location of Monument No. "6" as shown on Filed Map No. 3919;

thence through the property of the People of the State of New York, currently under the jurisdiction of the New York State Department of Transportation the following courses and distances:

North 45°31'12" West, a distance of 24.49 feet;

South 46°40'12" West, a distance of 16.11 feet;

North 42°23'23" West, a distance of 16.68 feet;

North 45°24'29" West, a distance of 17.73 feet;

North 46°41'57" West, a distance of 6.79 feet to POINT OF BEGINNING;

thence from said point of beginning, North 46°41'57" West, a distance of 9.84 feet;

thence North.42°57'02" East, a distance of 160.57 feet to a point;

thence along the southeasterly side of 15 foot wide Sewer Easement, South 40°07'57" West, a distance of 100.48 feet;

thence S.38°18'09"W., a distance of 60.47 feet to the point and place of BEGINNING.

Containing 693 square feet or 0.0159 acres, more or less.

SCHEDULE "C"

DESCRIPTION OF TOWN OF MOUNT PLEASANT PROPERTY THROUGH WHICH THE COUNTY HAS AN ACCESS EASEMENT

RESIDUAL PARCEL C

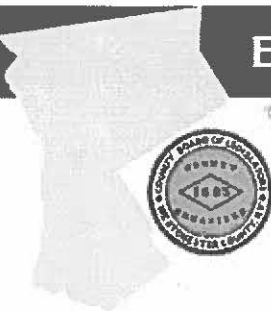
ALL that certain plot, piece or parcel of land situate, lying and being in the Town of Mount Pleasant, County of Westchester and State of New York, known and distinguished as being a portion of Parcel No. 1, Sheet No. 27 of a certain map entitled "Map showing lands to be acquired by the Westchester County Park Commission for the Saw Mill River Parkway, North of Briarcliff Road and Westerly of the Harlem Division of the New York Central and Hudson River Railroad in the Town of Mount Pleasant, Westchester County, New York." Said map prepared by Walter H. Miles, Surveyor, dated May 1925 and filed in the Office of the Clerk of the County of Westchester (Division of Land Records) on November 5, 1932 as Map No. 3919, and which said premises are more particularly bounded and described as follows:

BEGINNING at a point in the Westerly right-of-way line of the New York Central and Hudson River Railroad (Harlem Division) where said right-of-way line is intersected by the division line between aforementioned Parcel No. 1 and lands now or formerly of one Dassler.

Thence from said point of beginning and following said railroad right of way line the following courses and distances: on a curve to the left with a radius of 2409.04 feet, tangent to the following course and running in a Southwesterly direction a distance of 308.44 feet; S.18°25'47"W. 34.40 feet; on a curve to the left with a radius of 5020.33 feet, tangent to the preceding course and running in a Southwesterly direction a distance of 152.70 feet to the Northwesternly line of Broadway thence following said Northwesternly line of Broadway S.46°40'W. 111.62 feet to lands of an unknown owner; thence along the division line between said lands of unknown owner on the left and aforesaid Parcel No. 1 on the right, N.37°49'40" W. 205.67 feet to an angle point in said division line: thence through aforesaid Parcel No. 1, N.17°30'52" E. 498.79 feet to lands now or formerly of the-Graham Syndicate: thence partly along lands now or formerly of the Graham Syndicate and partly along lands now or formerly of the aforementioned Dassler, S.66°59'30"E. 250.00 feet to the aforementioned Westerly right-of-way line of the New York Central and Hudson River Railroad (Harlem Division) at the point or place of beginning. Containing all an area of 2.885 acres more or less.

Vedat Gashi

**Chairman of the Board
Legislator, 4th District**



TO: Hon. Jewel Williams Johnson
Chair, Budget & Appropriations Committee

Hon. James Nolan
Chair, Veterans, Seniors & Youth

FROM: Hon. Vedat Gashi
Chairman of the Board

DATE: October 1, 2025

RE: IMA- City of Mount Vernon -Summer Basketball Program

As Chairman of the Board of Legislators I am referring the attached legislation to the Committee on Budget & Appropriations and Veterans, Seniors & Youth.

Thank you.

Cc: Marcello Figueroa
James Silverberg
Althema Goodson
Sunday Vanderberg

Tel: (914) 995-2848 • Fax: (914) 995-3884 • E-mail: Gashi@westchesterlegislators.com

**HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER**

Your Committee is in receipt of a communication from the Chair of the Board of Legislators recommending the adoption of an Act which, if approved by your Honorable Board, would authorize the County of Westchester (the “County”) to enter into an inter-municipal agreement (“IMA”) with the City of Mount Vernon (the “City”), for a summer basketball program (the “Program”). The Program operated five (5) days per week during the period July 7, 2025 through August 15, 2025. The Program was held in Mount Vernon at the Mount Vernon High School gymnasium Mondays-Fridays for four hours. The Program had availability of a maximum of ninety (90) registered participants, ages 8 - 17 for each week of the Program. The head basketball coach at Mount Vernon High School and his staff directed basketball skills and drills. In addition to helping participants develop basketball skills, the Program taught participants “life skills”. Each week a speaker presented and discussed a different life skill topic to the participants. All participants received lunch and a tee shirt. The County will pay the City a total amount not to exceed Twenty-Eight Thousand, Six Hundred and Forty-One (\$28,641.00) Dollars, payable, pursuant to an approved budget.

The purpose of the Program is to enhance the athletic and social skills of participants while providing a safe environment with quality basketball instruction. All participants were given a skill evaluation test at the beginning of each session and another one at the end of the session to test each participant’s ability in shot-making, agility and basic knowledge of the game of basketball. Participants who showed the most improvement are encouraged to participate in the City’s Saturday youth summer basketball league.

It was advised that in previous years of the Program that eighty-five (85%) percent of the participants learned the game of basketball, including shot making, movement and overall comprehension; fifty (50%) percent were motivated to continue in additional basketball programs, and seventy-five (75%) percent increased their motor skills and agility, as well as their ability to work in a team setting. The City's Director of Athletics and Program Services and assigned administrative staff were tasked with monitoring the program and site visits.

The City will submit a written report to the County including statistics of the results of the Program. Evaluations will be based on the extent to which objectives of the Program were accomplished. The Program supervisors were required to prepare an "evaluation report" including an assessment of strengths, weaknesses and/or comments, including the number of children registered, average attendance per session, speakers, topics, and other pertinent information.

The goal of the Program is to provide constructive activities while providing quality basketball instruction for youth who desire to become better basketball players. The Program is a healthy alternative to delinquent behavior and discourages possible gang involvement and drug abuse. It also keeps the participants physically fit in an effort to combat the effects of obesity.

Your Committee has determined that there is a clear and overwhelming need for youth services within the City. Accordingly, there is an increased need to sustain and expand programming that will provide affordable, safe, and constructive activities for youth. Your Committee has determined that the Program helps achieve these objectives.

The Department of Planning has advised that the proposed IMA does not meet the definition of an "action" under the New York State Environmental Quality Review Act ("SEQRA"), and its implementing regulations, 6 NYCRR, Part 617. Please refer to the

Memorandum from the Department of Planning dated January 14, 2025, which is on file with the Clerk of the Board of Legislators. Therefore, no environmental review is required. Your Committee concurs with this recommendation.

Your Committee has been advised that approval of the attached Act requires an affirmative vote of a majority of the members of your Honorable Board. Your Committee has carefully considered this proposed Act authorizing the IMA and recommends its approval.

Dated: _____, 2025
White Plains, New York

COMMITTEE ON

k/mb/9.30.25 CON139337

ACT NO. 2025-__

AN ACT authorizing the County of Westchester to enter into an inter-municipal agreement with the City of Mount Vernon for a summer basketball program for the period July 7, 2025 through August 15, 2025 for a total amount not to exceed \$28,641.00.

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

Section 1. The County of Westchester (“County”), is hereby authorized to enter into an inter-municipal agreement (“IMA”) with the City of Mount Vernon (“City”), for a summer basketball program (the “Program”). The Program ran from July 7, 2025 through August 15, 2025 in Mount Vernon at the Mount Vernon High School gymnasium Mondays-Fridays for four hours each day. The Program had availability of a maximum of ninety (90) registered participants, ages 8 - 17 for each week of the Program. The Program taught youth basketball skills as well as “life skills” that can be applied to their everyday lives. The County will pay the City a total amount not to exceed Twenty-Eight Thousand, Six Hundred Forty-One (\$28,641.00) Dollars, payable, pursuant to an approved budget.

§2. The City shall submit a written report to the County including statistics of the results of the Program. Evaluations will be based on the extent to which objectives of the Program were accomplished. The Program supervisors were required to prepare an “evaluation report” including an assessment of strengths, weaknesses and/or comments, the number of children registered, average attendance per session, speakers, topics, and other pertinent information.

§3. The Chair of the Board of Legislators or his duly authorized designee (“Chair”) is hereby authorized to execute and deliver all documents and take such actions as the Chair deems necessary or desirable to accomplish the purposes hereof.

§4. This Act shall take effect immediately.

FISCAL IMPACT STATEMENT

SUBJECT: IMA City of Mt Vernon

☐ 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 \$ 28,641

Total Current Year Revenue \$ -

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

☐ Additional Appropriations

☐ Other (explain)

Identify Accounts: 101-52-2508-5100

Potential Related Operating Budget Expenses: Annual Amount _____

Describe: _____

Potential Related Operating Budget Revenues: Annual Amount _____

Describe: _____

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

Current Year: _____

Next Four Years: _____

Prepared by: Michael Dunn

Title: Senior Budget Analyst

Department: Budget

Date: October 1, 2025

Reviewed By: 

Assoc Budget Director

Date: October 1, 2025

THIS AGREEMENT made the day of , 2025 by and between

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601, (hereafter the “County”),

and

THE CITY OF MOUNT VERNON, a New York municipal corporation of the State of New York, having an office and principal place of business at City Hall, 1 Roosevelt Plaza, Mount Vernon, New York, 10550, (hereafter the “Municipality”).

FIRST: The Municipality, acting by and through its Recreation Department, shall provide a summer basketball program (the “Program”) for a maximum of ninety (90) registered participants ages 8-17, for each week of the Program, which operated five (5) days per week Monday through Friday for four hours, for the period July 7, 2025 through August 15, 2025, as more particularly described in Schedule “A” attached hereto and made a part hereof (the “Work”).

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

THIRD: For the Work to be performed pursuant to Paragraph "FIRST," the County will pay the Municipality a total amount not to exceed Twenty-Eight Thousand, Six Hundred and Forty-One (\$28,641.00) Dollars, in accordance with an approved budget which is attached hereto and made a part hereof as Schedule "B". Payment shall be made in full within thirty (30) days after submission by the Municipality of an invoice. Municipality agrees that, if requested to do so by the Chair, it shall promptly submit supporting documentation to substantiate the basis for payment. The Chair will submit any requests for supporting documentation within two (2) weeks of receiving an invoice. The County shall pay said invoice within thirty (30) days of receipt of the invoice, or if supporting documentation is requested then within thirty (30) days of submission of supporting documentation. No additional payment shall be made by the County to the Municipality for out-of-pocket expenses or disbursements made in connection with the Work rendered under this Agreement, as all costs and expenses for said services are deemed to be included in the fee set forth above.

The Municipality shall, at no additional charge, furnish all labor, services, materials, tools, equipment and other appliances necessary to complete the services contracted for under this

Agreement. It is recognized and understood that in no event shall total payment to the Municipality exceed the not-to-exceed amount set forth above.

FOURTH: The Municipality shall report to the County on its progress toward completing the Work, as the Chair of the Westchester County Board of Legislators or his/her duly authorized designee (the "Chair") may request, and shall immediately inform the Chair in writing of any cause for delay in the performance of its obligations under this Agreement. At the conclusion of the Work, the Municipality will submit to the Chair a written program evaluation report using the criteria set forth in Schedule "A" attached hereto and made a part hereof. Evaluations will be based on the extent to which objectives of the program were accomplished. At the end of the term of this Agreement, the Program supervisors will write an "evaluation report" including an assessment of strengths, weaknesses and/or comments, including the number of children registered, average attendance per session, speakers and topics, and other pertinent information. In addition, the supervisors will administer pre and post tests to measure participants' progress and to determine the number of children in each category.

In addition to any general audit rights to which the County may be entitled hereunder, the County also reserves the right to audit the Municipality's performance under this Agreement. Such audit may include requests for documentation, reports or other information which the Chair may, in his/her discretion, deem necessary and appropriate. The County may also make site visits to the location/s where the services to be provided under this Agreement are performed in order to review Municipality's records, observe the performance of services and/or to conduct interviews of staff and patrons, where appropriate and not otherwise prohibited by law.

FIFTH: The parties recognize and acknowledge that the obligations of the County under this Agreement are subject to annual appropriations by its Board of Legislators pursuant to the Laws of Westchester County. Therefore, this Agreement shall be deemed executory only to the extent of the monies appropriated and available. The County shall have no liability under this Agreement beyond funds appropriated and available for payment pursuant to this Agreement. The parties understand and intend that the obligation of the County hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of the County. The County shall pay amounts due under this Agreement exclusively from legally available funds appropriated for this purpose. The County shall

retain the right, upon the occurrence of the adoption of any County Budget by its Board of Legislators during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such County Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein. If the County subsequently offers to pay a reduced amount to the Municipality, then the Municipality shall have the right to terminate this Agreement upon reasonable prior written notice.

This Agreement is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Municipality, then the Municipality shall have the right to terminate this Agreement upon reasonable prior written notice.

SIXTH: (a) The County, upon ten (10) days' notice to the Municipality, may terminate this Agreement in whole or in part when the County deems it to be in its best interest. In such event, the Municipality shall be compensated and the County shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination, and Municipality shall reimburse to the County the amount of the lump-sum payment, pro-rated to the time remaining in the term of this Agreement. Upon receipt of notice that the County is terminating this Agreement in its best interests, the Municipality shall stop Work immediately and incur no further costs in furtherance of this Agreement without the express approval of the Chair, and the Municipality shall direct any approved subcontractors to do the same.

In the event of a dispute as to the value of the Work rendered by the Municipality prior to the date of termination, it is understood and agreed that the Chair shall determine the value of such Work rendered by the Municipality. The Municipality shall accept such reasonable and good faith determination as final.

(b) In the event the County determines that there has been a material breach by the Municipality of any of the terms of the Agreement and such breach either: (i) remains uncured for forty-eight (48) hours after service on the Municipality of written notice thereof, or (ii) is not capable

of being cured, the County, in addition to any other right or remedy it might have, may terminate this Agreement and the County shall have the right, power and authority to complete the Work provided for in this Agreement, or contract for its completion, and any additional expense or cost of such completion shall be charged to and paid by the Municipality. Without limiting the foregoing, upon written notice to the Municipality, repeated breaches by the Municipality of duties or obligations under this Agreement shall be deemed a material breach of this Agreement justifying termination for cause hereunder without requirement for further opportunity to cure.

SEVENTH: All personnel and vehicles engaged in the Work shall at all times remain and be deemed the employees and property of the Municipality. The Municipality shall provide proof of insurance as set forth in the insurance requirements of Schedule "C" of this Agreement. Notwithstanding the foregoing, if the Municipality is self-insured for all or a portion of the insurance required by Schedule "C" it may provide proof of such self-insurance in a form acceptable to the County's Director of Risk Management. However, to the extent the Municipality is self-insured and carries excess liability, the County shall be named as an additional insured to that policy.

In addition to, and not in limitation of the insurance requirements set forth in this Agreement, the Municipality agrees to procure and maintain insurance naming the County as additional insured, as provided and described in Schedule "C" entitled "Standard Insurance Provisions", which is attached hereto and made a part hereof. In addition to, and not in limitation of the insurance provisions contained in Schedule "C" the Municipality agrees:

(a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the sole negligence of the County, the Municipality shall indemnify and hold harmless the County, its officers, employees, agents, and elected officials from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Municipality or third parties under the direction or control of the Municipality; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto; and

(c) in the event the Municipality does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the Municipality shall reimburse

the County's reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

EIGHTH: The Municipality expressly agrees that neither it nor any contractor, subcontractor, employee, or any other person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status during the term of or in connection with this Agreement, as those terms may be defined in Chapter 700 of the Laws of Westchester County. The Municipality acknowledges and understands that the County maintains a zero tolerance policy prohibiting all forms of harassment or discrimination against its employees by co-workers, supervisors, vendors, contractors, or others.

NINTH: The Municipality shall comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations, including, but not limited to, those applicable to the Municipality as an employer of labor. The Municipality shall further comply, at its own expense, with all applicable rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subcontractors and others employed to render the Work hereunder.

TENTH: The Municipality shall not delegate any duties or assign any of its rights under this Agreement without the prior express written consent of the County. The Municipality shall not subcontract any part of the Work without the written consent of the County, subject to any necessary legal approvals. Any purported delegation of duties, assignment of rights or subcontracting of Work under this Agreement without the prior express written consent of the County is void. All subcontracts that have received such prior written consent shall provide that subcontractors are subject to all terms and conditions set forth in this Agreement. It is recognized and understood by the Municipality that for the purposes of this Agreement, all Work performed by a County-approved subcontractor shall be deemed Work performed by the Municipality and the Municipality shall insure that such subcontracted work is subject to the material terms and conditions of this Agreement. All subcontracts for the Work shall expressly reference the subcontractor's duty to comply with the material terms and conditions of this Agreement and shall attach a copy of the County's contract with the Municipality. The Municipality shall obtain a written acknowledgement from the owner and/or

chief executive of subcontractor or his/her duly authorized representative that the subcontractor has received a copy of the County's contract, read it and is familiar with the material terms and conditions thereof. The Municipality shall include provisions in its subcontracts designed to ensure that the Municipality and/or its auditor has the right to examine all relevant books, records, documents or electronic data of the subcontractor necessary to review the subcontractor's compliance with the material terms and conditions of this Agreement. For each and every year for which this Agreement continues, the Municipality shall submit to the Chairman a letter signed by the mayor of the Municipality or his/her duly authorized representative certifying that each and every approved subcontractor is in compliance with the material terms and conditions of the Agreement.

ELEVENTH: The Municipality and the County agree that the Municipality and its officers, employees, agents, contractors and/or subcontractors are independent contractors and not employees of the County or any department, agency or unit thereof. In accordance with their status as independent contractors, the Municipality covenants and agrees that neither the Municipality nor any of its officers, employees, agents, contractors and/or subcontractors will hold themselves out as, or claim to be, officers or employees of the County or any department, agency or unit thereof.

TWELFTH: Failure of the County to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but the same shall remain in full force and effect. Acceptance by the County of any Work or the payment of any fee or reimbursement due hereunder with knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the County of any provision hereof shall be implied.

THIRTEENTH: All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier, (with acknowledgment received and a copy of the notice sent by registered or certified mail postage pre-paid), as set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt. Notices shall be sent to the following:

To the County: Chair
 Westchester County Board of Legislators
 Michaelian Office Building
 148 Martine Avenue, 8th Floor

White Plains, New York 10601

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

To the Municipality: City of Mount Vernon
City Hall
1 Roosevelt Plaza
Mount Vernon, New York 10550

FOURTEENTH: This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

In the event of any conflict between the terms of this Agreement and the terms of any schedule or attachment hereto, it is understood that the terms of this Agreement shall be controlling with respect to any interpretation of the meaning and intent of the parties.

FIFTEENTH: Nothing herein is intended or shall be construed to confer upon or give to any third party or its successors and assigns any rights, remedies or basis for reliance upon, under or by reason of this Agreement, except in the event that specific third party rights are expressly granted herein.

SIXTEENTH: The Municipality recognizes that this Agreement does not grant the Municipality the exclusive right to perform the Services for the County and that the County may enter into similar agreements with other Municipalities on an “as needed” basis.

SEVENTEENTH: The Municipality shall use all reasonable means to avoid any conflict of interest with the County and shall immediately notify the County in the event of a conflict of interest. The Municipality shall also use all reasonable means to avoid any appearance of impropriety.

EIGHTEENTH: This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement shall be construed and enforced in accordance with the laws of the State of New

York. In addition, the parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Westchester.

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

NINETEENTH: All payments made by the County to the Municipality will be made by electronic funds transfer pursuant to the County's Vendor Direct program. The Municipality acknowledges that it is already enrolled in the County's Vendor Direct Program and agrees that if there are changes to the information contained in the authorization forms it will notify the Westchester County Finance Department directly.

TWENTIETH: This Agreement shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK / SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the County of Westchester and the Municipality have caused this Agreement to be executed.

THE COUNTY OF WESTCHESTER

By: _____
Name: Honorable Vedat Gashi
Title: Chair, Westchester County Board of Legislators

THE CITY OF MOUNT VERNON

By: _____
Name: _____
Title: _____

Authorized by the Westchester County Board of Legislators by Act No. ____-2025 duly adopted on the _____ day of _____, 2025.

Approved:

Assistant County Attorney
County of Westchester
k/bara/bol/IMA City of Mt. Vernon Summer Basketball 2025 CON139337

ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 2025 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: _____

Notary Public

CERTIFICATE OF AUTHORITY
(MUNICIPALITY)

I, _____,
(Municipal Official other than official signing contract)

certify that I am the _____ of
(Title)
the _____
(Name of Municipal Corporation)

a municipal corporation duly organized and in good standing under the
(Law under which organized, e.g., the New York Village Law)
named in the foregoing agreement; that

(Person executing agreement)

who signed said agreement on behalf of the _____
(Name of Municipal Corporation)

was, at the time of execution _____
(Title of such person)

of the Municipal Corporation and that said agreement was duly signed for and on behalf of said
Municipal Corporation by authority of its Board of Supervisors/Trustees, thereunto duly
authorized and that such authority is in full force and effect at the date hereof.

(Signature)

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

On the _____ day of _____ in the year 2025 before me, the undersigned, a Notary
Public in and for said State, personally appeared _____,
personally known to me or proved to me on the basis of satisfactory evidence to be the officer
described in and who executed the above certificate, who being by me duly sworn did depose and
say that he/she resides at _____, and
he/she is an official of said municipal corporation; that he/she is duly authorized to execute said
certificate on behalf of said municipal corporation, and that he/she signed his/her name thereto
pursuant to such authority.

Notary Public
Date

SCHEDULE "A"

SCOPE OF WORK

The City of Mt. Vernon-Department of Recreation "Basketball Clinic" for youth ages 8- 17 for the period of July 7, 2025- August 15, 2025. The program operates for four hours per day, five days per week for six weeks.

The program is held in Mt. Vernon High School gymnasium. Operating hours are Monday - Friday from 12:00 am to 5:00 pm; the clinic is offered in weekly sessions. A maximum of 90 boys and girls will be registered in each session. The summer basketball clinic is open to all youth from Mt. Vernon ages 8-17 years old. Basketball skills and drills are directed by Bob Cimmino, head basketball coach of Mt. Vernon High School and his staff. A portion of our program is dedicated to "Life Skills development". Each week a guest speaker will present and discuss a different life skill topic to the participants. All participants will receive lunch and a T-shirt.

The program is designed to provide a safe environment along with quality basketball instruction to the youth of Mt. Vernon. The goal of our Summer Basketball clinic is to provide the youth of Mt. Vernon a summer with constructive activities, while providing quality basketball instruction for youth who desire to become better basketball players. Our summer clinic is an alternative to delinquent behavior and discourages possible gang involvement or drug abuse it also keeps our youth physically fit combating the effects of obesity.

All participants are given a skill evaluation test at the beginning of each session and another one at the end of the session to test the knowledge of shot making, agility, and basic basketball knowledge. Those participants who show the most improvement will be steered towards our Saturday youth summer basketball league. Eighty-five percent (85%) of participants will learn the "GAME" (i.e. Shot Making, Movement and overall comprehension); fifty (60%) percent will be motivated to continue in additional basketball programs; and seventy-five (80%) percent will increase their motor skills and agility, as well as their ability to work in a "TEAM" setting.

We market our Summer Clinic through advertising on social media; and distributing flyers and brochures throughout the community. Our brochures are also available on the city website www.cmvny.com.

Staff needed for this program will be - 1 Director, 1 Asst Director, 8 Recreation Specialist, Basketballs, Guest Speakers, T Shirts, Etc

SCHEDULE "B"

BUDGET

FUNDING SOURCE SUMMARY

BASKETBALL PROGRAM

PROJECT BUDGET FOR 2025

SALARIES AND WAGES:

Director (1) @ \$30/hr x 6 hrs/day x 5 days/wk @ 6 weeks	\$ 4,500.00
Assistant Director (1) @ \$20/hr x 4 hrs/day x 5 days/wk @ 6 weeks	\$ 2,400.00
Rec Specialist (8) @ \$18/hr x 4 hrs/day x 5 days x 6 wks	\$ 17,280.00

TOTAL SALARIES \$ 24,180.00

FRINGE BENEFITS

FICA @ 7.65%	\$ 1,850.00
Workers' Compensation @ 2.88%	\$ 696.00
Liability Insurance @ 1.42%	\$ 343.00
TOTAL FRINGE BENEFITS	\$ 2,889.00

TOTAL SALARY & FRINGE: \$ 27,069.00

MISCELLANEOUS EXPENSES:

Equipment (Basketballs, nets, whistles, Awards, etc)	\$ 800.00
Speaker	\$ 100.00
T Shirt	\$ 672.00
Sub-Total	\$ 1,572.00

TOTAL PROPOSED OPERATING BUDGET: \$ 28,641.00

Budget \$ 28,641.00



SCHEDULE "C"

STANDARD INSURANCE PROVISIONS **(Municipality)**

1. Prior to commencing work, and throughout the term of the Agreement, the Municipality shall obtain at its own cost and expense the required insurance as delineated below from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better. Municipality shall provide evidence of such insurance to the County of Westchester ("County"), either by providing a copy of policies and/or certificates as may be required and approved by the Director of Risk Management of the County ("Director"). The policies or certificates thereof shall provide that ten (10) days prior to cancellation or material change in the policy, notices of same shall be given to the Director either by overnight mail or personal delivery for all of the following stated insurance policies. All notices shall name the Municipality and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the Director, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Director, the Municipality shall upon notice to that effect from the County, promptly obtain a new policy, and submit the policy or the certificate as requested by the Director to the Office of Risk Management of the County for approval by the Director. Upon failure of the Municipality to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated.

Failure of the Municipality to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Municipality from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Municipality concerning indemnification.

All property losses shall be made payable to the "County of Westchester" and adjusted with the appropriate County personnel.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of Municipality's negligent acts or omissions under the Agreement or by virtue of the provisions of the labor law or other statute or any other reason, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Municipality until such time as the Municipality shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Municipality maintains broader coverage and/or higher limits than the minimums identified herein, the County shall be entitled to the broader coverage and/or higher limits maintained by the Municipality. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

2 The Municipality shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the Agreement):

- a) Workers' Compensation and Employer's Liability. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: <http://www.wcb.ny.gov>.

If the employer is self-insured for Workers' Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

- b) Commercial General Liability Insurance with a combined single limit of \$1,000,000 (c.s.1) per occurrence and a \$2,000,000 aggregate limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:
 - i. Premises - Operations.
 - ii. Broad Form Contractual.
 - iii. Independent Contractor and Sub-Contractor.
 - iv. Products and Completed Operations.
- c) Commercial Umbrella/Excess Insurance: \$2,000,000 each Occurrence and Aggregate naming the "County of Westchester" as additional insured, written on a "follow the form" basis.

NOTE: Additional insured status shall be provided by standard or other endorsement that extends coverage to the County of Westchester for both on-going and completed operations.

- d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages and name the "County of Westchester" as additional insured:
 - (i) Owned automobiles.
 - (ii) Hired automobiles.
 - (iii) Non-owned automobiles.

3. All policies of the Municipality shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the County is named as an insured, shall not apply to the County.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Municipality.

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.

e) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages and name the "County of Westchester" as additional insured:

- (i) Owned automobiles.
- (ii) Hired automobiles.
- (iii) Non-owned automobiles.

3. All policies of the Municipality shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the County is named as an insured, shall not apply to the County.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Municipality.

DRAFT

Kenneth W. Jenkins
Westchester County Executive

September 9, 2025

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

Dear Members of the Board of Legislators:

Transmitted herewith for your review and approval are two bond acts of the County of Westchester ("County") associated with capital project BCR61 – Parking Structure Infrastructure Improvements ("BCR61"), as follows:

- (1) a bond act amending in part prior Bond Act No. 23-2021 to remove \$1,225,000 attributable to the design of project BCR61, and to decrease the estimated maximum amount of bonds authorized thereunder from \$6,100,000 to \$4,875,000 (the "Amending Bond Act"); and
- (2) a bond act authorizing the issuance of bonds in the total amount of \$14,000,000 to finance the cost of construction associated with renovations to the Department of Correction ("DOC") parking structure in Valhalla (the "Consolidated Bond Act").

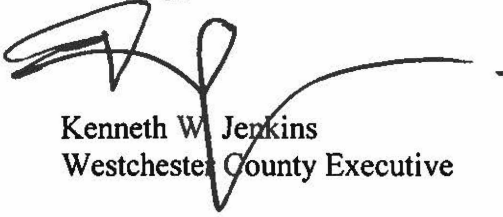
The Amending Bond Act is required to remove design funding for renovations to the DOC parking structure related to BCR61 from Bond Act No. 23-2021, so that those authorizations may be included in the Consolidated Bond Act.

The Consolidated Bond Act, in the total amount of \$14,000,000, will finance design and construction costs associated with renovations to the DOC parking structure. Work will include structural rehabilitation such as removal and replacement of waterproofing membrane, repair and re-setting of double tee beams, rehabilitation of shear connectors, stairways repair; replacement of scuppers, downspouts, expansion joint systems, installation of concrete wheel stops; and associated work. The project will also include replacement of the existing lighting system, fire suppression system upgrades and electrical system upgrades. These renovations are necessary to protect the safety of staff and visitors to the facility. This bond act represents a \$12,775,000 increase to the amount previously authorized for BCR61 and includes the \$1,225,000 previously authorized for the design of project BCR61 under Bond Act 23-2021.

It should be noted that design is currently underway and is expected to be completed by the 4th quarter of 2025. It is estimated that construction will take twelve (12) months to complete and will begin after award and execution of the construction contracts.

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Kenneth W. Jenkins', with a long horizontal flourish extending to the right.

Kenneth W. Jenkins
Westchester County Executive

**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 BCR61 – Parking Structure Infrastructure Improvements (“BCR61”):

(1) a bond act amending in part prior Bond Act No. 23-2021 to remove \$1,225,000 attributable to the design of project BCR61, and decrease the estimated maximum amount of bonds authorized thereunder from \$6,100,000 to \$4,875,000 (the “Amending Bond Act”); and

(2) a bond act authorizing the issuance of bonds in the total amount of \$14,000,000 to finance the cost of design and construction associated with renovations to the Department of Correction (“DOC”) parking structure in Valhalla (the “Consolidated Bond Act”).

Your Committee is advised that the Amending Bond Act, which was prepared by the law firm Hawkins Delafield and Wood, LLP, is required to remove design funding for renovations to the DOC parking structure related to BCR61 from Bond Act No. 23-2021, so that those authorizations may be included in the Consolidated Bond Act.

Your Committee is further advised that the Consolidated Bond Act, in the total amount of \$14,000,000, also prepared by the law firm Hawkins Delafield and Wood, LLP, will finance design and construction costs associated with renovations to the DOC parking structure. Work will include structural rehabilitation such as removal and replacement of waterproofing membrane, repair and re-setting of double tee beams, rehabilitation of shear connectors, stairways repair; replacement of scuppers, downspouts, expansion joint systems, installation of concrete wheel stops; and associated work. The project will also include replacement of the existing lighting system, fire suppression system upgrades and electrical system upgrades. These renovations are necessary to protect the safety of staff and visitors to the facility. This bond act represents a \$12,775,000 increase to the amount previously authorized for BCR61 and includes the \$1,225,000 previously authorized for the design of project BCR61 under Bond Act 23-2021.

Your Committee is advised that design is currently underway and is expected to be completed by the 4th quarter of 2025. It is estimated that construction will take twelve (12) 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, BCR61 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 has carefully considered the proposed Amending Bond Act and Consolidated Bond Act, and recommends approval of both the proposed Acts. 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 Consolidated Bond Act.

Dated: _____, 20____.
White Plains, New York

COMMITTEE ON

C:\jpg\9-09-25

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: BCR61

☐ 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 BA 23-2021 TO REDUCE BY \$1,225,000

SECTION B - BONDING AUTHORIZATIONS

To Be Completed by Finance

Total Principal \$ 4,875,000 PPU 5 Anticipated Interest Rate 2.46%

Anticipated Annual Cost (Principal and Interest): \$ 1,048,787

Total Debt Service (Annual Cost x Term): \$ 5,243,935

Finance Department: Interest rates from September 4, 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: 52

Prepared by: William Fallon

Title: Director of Admin. Services

Department: Correction

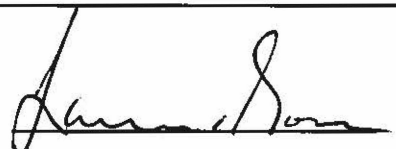
Date: 9/9/25

Reviewed By:

09/10/25

@ 9/10/25

Date:


Budget Director
9/10/25

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: August 26, 2025

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT:
BCR61 PARKING STRUCTURE INFRASTRUCTURE IMPROVEMENTS**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on
08/14/2025 (Unique ID: 3010)

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 RB04D
RB04E
RB04C
RB03Z
BLR12
BPF40

ACT NO. -20__

BOND ACT OF THE COUNTY OF WESTCHESTER, NEW YORK, AMENDING THE BOND ACT ADOPTED FEBRUARY 8, 2021 IN RELATION TO FINANCING THE COST OF PREPARATION OF SURVEYS, PRELIMINARY AND DETAILED PLANS, SPECIFICATIONS AND ESTIMATES NECESSARY FOR PLANNING THE CONSTRUCTION OF VARIOUS CAPITAL IMPROVEMENTS IN AND FOR THE COUNTY AT THE TOTAL ESTIMATED COST OF \$4,875,000 (Adopted , 20__).

WHEREAS, this Board has heretofore duly authorized the issuance of bonds to finance the cost of preparation of surveys, preliminary and detailed plans, specifications and estimates necessary for planning the construction of various capital improvements in and for the County, including the Department of Corrections parking structure infrastructure, the rehabilitation of the concrete arch and abutments; waterproofing of the concrete arch; installing new pavement and sidewalks; and associated work of the Park Avenue viaduct over the Bronx River Parkway, the rehabilitation of the existing structure including replacement of the deck joints, bearing pads, concrete deck, painting of the existing steel members, reconstruction of the abutment walls and associated work of the Austin Avenue Bridge over I-87 in Yonkers, the rehabilitation of the existing structure including replacement of the concrete deck, painting of all existing steel members and associated work of the Lincoln Avenue Bridge over Blind Brook, the removal and replacement of the existing asphalt wearing surface and waterproofing; structural deck rehabilitation; new elastomeric concrete joint system; new elastomeric bearings;

HDW
4027268.1 048034 LEG

rehabilitation of undermined footing areas and concrete wingwalls; railing system to be strengthened, as necessary; and associated work and work in the stream channel will include cofferdams, new rip-rap and rehabilitation of scour locations for Pump House Road over Peekskill Hollow Brook, possible additions and renovation strategy for the existing Labs & Research facility, and the phase-one restoration of the Michaelian Office Building Parking Garage including rehabilitation of the concrete columns and beams; replacement of the ramps including new waterproofing; replacement of the existing fire alarm system, ventilation system, carbon monoxide detection system; rehabilitation of the electrical vault on levels B2 and B3; replacement of the existing expansion joint on both sides of Martin Luther King, Jr. Boulevard and associated plaza restoration; replacement of the existing lighting with new LED fixtures in the affected work areas; replacement of any plumbing and drainage piping as required; installation of an iDAS telecommunications system; and associated work, at the estimated maximum cost of \$6,100,000, pursuant to Act No. 23-2021 duly adopted on February 8, 2021, and

WHEREAS, this Board has determined to revise the scope of work of said Bond Act, and remove the \$1,225,000 authorization for project BCR61 from this Bond Act and include said amount in a Bond Act authorizing both design and construction for the Department of Corrections parking structure project; and

WHEREAS, it has now been determined that such bond act shall be amended to revise said scope of work and decrease the 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 8, 2021, entitled:

“(BOND) ACT NO. 23-2021

BOND ACT AUTHORIZING THE ISSUANCE OF \$6,100,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF PREPARATION OF SURVEYS, PRELIMINARY AND DETAILED PLANS, SPECIFICATIONS AND ESTIMATES NECESSARY FOR PLANNING THE CONSTRUCTION OF VARIOUS CAPITAL IMPROVEMENTS IN AND FOR THE COUNTY; STATING THE ESTIMATED TOTAL COST THEREOF IS \$6,100,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$6,100,000 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 \$4,875,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF PREPARATION OF SURVEYS, PRELIMINARY AND DETAILED PLANS, SPECIFICATIONS AND ESTIMATES NECESSARY FOR PLANNING THE CONSTRUCTION OF VARIOUS CAPITAL IMPROVEMENTS IN AND FOR THE COUNTY; STATING THE ESTIMATED TOTAL COST THEREOF IS \$4,875,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$4,875,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE

PRINCIPAL OF AND INTEREST ON SAID BONDS. (adopted on February 8, 2021 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, \$4,875,000 bonds of 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 construction of various capital improvements in and for the County, including the rehabilitation of the concrete arch and abutments; waterproofing of the concrete arch; installing new pavement and sidewalks; and associated work of the Park Avenue viaduct over the Bronx River Parkway, the rehabilitation of the existing structure including replacement of the deck joints, bearing pads, concrete deck, painting of the existing steel members, reconstruction of the abutment walls and associated work of the Austin Avenue Bridge over I-87 in Yonkers, the rehabilitation of the existing structure including replacement of the concrete deck, painting of all existing steel members and associated work of the Lincoln Avenue Bridge over Blind Brook, the removal and replacement of the existing asphalt wearing surface and waterproofing; structural deck rehabilitation; new elastomeric concrete joint system; new elastomeric bearings; rehabilitation of undermined footing areas and concrete wingwalls; railing system to be strengthened, as necessary; and associated work and work in the stream channel will include cofferdams, new rip-

rap and rehabilitation of scour locations for Pump House Road over Peekskill Hollow Brook, possible additions and renovation strategy for the existing Labs & Research facility, and the phase-one restoration of the Michaelian Office Building Parking Garage including rehabilitation of the concrete columns and beams; replacement of the ramps including new waterproofing; replacement of the existing fire alarm system, ventilation system, carbon monoxide detection system; rehabilitation of the electrical vault on levels B2 and B3; replacement of the existing expansion joint on both sides of Martin Luther King, Jr. Boulevard and associated plaza restoration; replacement of the existing lighting with new LED fixtures in the affected work areas; replacement of any plumbing and drainage piping as required; installation of an iDAS telecommunications system; 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 total cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof is \$4,875,000. The plan of financing includes the issuance of \$4,875,000 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 class of objects or purposes for which said \$4,875,000 bonds authorized by this Act are to be issued, 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 total amount of \$4,875,000. 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 \$4,875,000 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__.

(SEAL) The Clerk and Chief Administrative Office 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 February 8, 2021 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 \$4,875,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF PREPARATION OF SURVEYS, PRELIMINARY AND DETAILED PLANS, SPECIFICATIONS AND ESTIMATES NECESSARY FOR PLANNING THE CONSTRUCTION OF VARIOUS CAPITAL IMPROVEMENTS IN AND FOR THE COUNTY; STATING THE ESTIMATED TOTAL COST THEREOF IS \$4,875,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$4,875,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (adopted on February 8, 2021 and amended on _____, 20____)

object or purpose: to finance the cost of the acquisition of various equipment and the construction of various improvements in and for 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: \$4,875,000; 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

ACT NO. -20__

BOND ACT AUTHORIZING THE ISSUANCE OF \$14,000,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF VARIOUS IMPROVEMENTS TO THE DEPARTMENT OF CORRECTIONS' PARKING STRUCTURE; STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$14,000,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$14,000,000 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 \$1,225,000 bonds to finance the cost of design associated with capital project BCR61 (the "Project"), pursuant to Act No. 23-2021 duly adopted on February 8, 2021; and

WHEREAS, this Board has now determined that it is appropriate to authorize the Project, including design and construction, and it is necessary to increase the amount of bonds to be issued and the appropriation for the Project for an estimated cost of such improvement; and

WHEREAS, Bond Act No. 23-2021 has been amended to remove \$1,225,000 for design of the Project;

BE IT ENACTED BY THE COUNTY BOARD OF LEGISLATORS OF THE COUNTY OF WESTCHESTER, NEW YORK (by the affirmative vote of not less than two-thirds of the voting strength of said Board), 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, \$14,000,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the cost of the design and construction for the rehabilitation of the DOC parking structure including structural rehabilitation such as removal and replacement of waterproofing membrane, repair and re-setting of double tee beams, rehabilitation of shear connectors, stairways repair; replacement of scuppers, downspouts, expansion joint systems, installation of concrete wheel stops; and associated work. The project will also include replacement of the existing lighting system, fire suppression system upgrades and electrical system upgrades, all as set forth in the County's Current Year Capital Budget, as amended. To the extent that the details set forth in this act are inconsistent with any details set forth in the Current Year Capital Budget of the County, such Budget shall be deemed and is hereby amended. The estimated maximum cost of said specific object of purpose, including preliminary costs and costs incidental thereto and the financing thereof is \$14,000,000. The plan of financing includes the issuance of \$14,000,000 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. 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 \$14,000,000. 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 \$14,000,000 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.

* * *

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: BCR61

☐ 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 \$ 14,000,000 PPU 15 Anticipated Interest Rate 3.48%

Anticipated Annual Cost (Principal and Interest): \$ 1,218,448

Total Debt Service (Annual Cost x Term): \$ 18,276,720

Finance Department: Interest rates from September 9, 2025 Bond Buyer - ASBA

SECTION C - IMPACT ON OPERATING BUDGET (exclusive of debt service)

To Be Completed by Submitting Department and Reviewed by Budget

Potential Related Expenses (Annual): \$ -

Potential Related Revenues (Annual): \$ -

Anticipated savings to County and/or impact of department operations
(describe in detail for current and next four years):

SECTION D - EMPLOYMENT

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

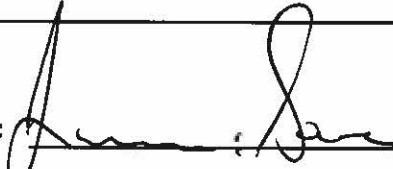
Number of Full Time Equivalent (FTE) Jobs Funded: 152

Prepared by: William Fallon

Title: Director of Admin. Services

Department: Correction

Date: 9/10/25

Reviewed By: 

09/11/25

@ 9/10/25

Date:

Budget Director

9/10/25

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 \$14,000,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF VARIOUS IMPROVEMENTS TO THE DEPARTMENT OF CORRECTIONS' PARKING STRUCTURE; STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$14,000,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$14,000,000 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 design and construction for the rehabilitation of the DOC parking structure including structural rehabilitation such as removal and replacement of waterproofing membrane, repair and re-setting of double tee beams, rehabilitation of shear connectors, stairways repair; replacement of scuppers, downspouts, expansion joint systems, installation of concrete wheel stops; and associated work. The project will also include replacement of the existing lighting system, fire suppression system upgrades and electrical system upgrades, 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: \$14,000,000; 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

CAPITAL PROJECT FACT SHEET

Project ID:* BCR61	☐ CBA	Fact Sheet Date:* 07-30-2025
Fact Sheet Year:* 2025	Project Title:* PARKING STRUCTURE INFRASTRUCTURE IMPROVEMENTS	Legislative District ID: 3,
Category* BUILDINGS, LAND & MISCELLANEOUS	Department:* CORRECTION	CP Unique ID: 3010

Overall Project Description

This project funds renovations of the DOC parking structure, including replacement of the existing lighting system with energy efficient LED lighting, to protect the safety of staff and visitors to the 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	14,000	14,000	0	0	0	0	0	0
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	14,000	14,000	0	0	0	0	0	0

Expended/Obligated Amount (in thousands) as of : 547

Current Bond Description: Bonding is requested for construction funding of this project.

Financing Plan for Current Request:

Non-County Shares:	\$ 0
Bonds/Notes:	12,775,000
Cash:	0
Total:	\$ 12,775,000

SEQR Classification:

TYPE II

Amount Requested:

12,775,000

Expected Design Work Provider:

- ☐ County Staff
 ☐ Consultant
 ☒ Not Applicable

Comments:

Energy Efficiencies:

THE EXISTING LIGHTING SYSTEM WILL BE REPLACED WITH ENERGY EFFICIENT LED LIGHTING.

Appropriation History:

Year	Amount	Description
2021	1,225,000	DESIGN
2023	12,775,000	CONSTRUCTION AND CONSTRUCTION MANAGEMENT

Total Appropriation History:

14,000,000

Financing History:

Year	Bond Act #	Amount	Issued	Description
21	23	1,225,000		0 PARKING STRUCTURE INFRASTRUCTURE IMPROVEMENTS - CORRECTIONS

Total Financing History:

1,225,000

Recommended By:**Department of Planning**
MLLL**Date**
08-14-2025**Department of Public Works**
RJB4**Date**
08-14-2025**Budget Department**
DEV9**Date**
08-15-2025**Requesting Department**
WPF4**Date**
08-18-2025

PARKING STRUCTURE INFRASTRUCTURE IMPROVEMENTS (BCR61)

User Department : Correction

Managing Department(s) : Correction ; Public Works ;

Estimated Completion Date: TBD

Planning Board Recommendation: Project approved in concept but subject to subsequent staff review.

FIVE YEAR CAPITAL PROGRAM (in thousands)

	Est Ult Cost	Appropriated	Exp / Obl	2025	2026	2027	2028	2029	Under Review
Gross	14,000	14,000	519						
Non County Share									
Total	14,000	14,000	519						

Project Description

This project funds renovations of the DOC parking structure, including replacement of the existing lighting system with energy efficient LED lighting, to protect the safety of staff and visitors to the facility.

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
2021	1,225,000	Design	DESIGN
2023	12,775,000	Construction and construction management	AWAITING BOND AUTHORIZATION
Total	14,000,000		

Prior Appropriations

	Appropriated	Collected	Uncollected
Bond Proceeds	14,000,000		14,000,000
Total	14,000,000		14,000,000

Bonds Authorized

Bond Act	Amount	Date Sold	Amount Sold	Balance
23 21	1,225,000			1,225,000
Total	1,225,000			1,225,000

WESTCHESTER COUNTY

Kenneth W. Jenkins
County Executive

Office of the County Attorney
John M. Nonna
County Attorney

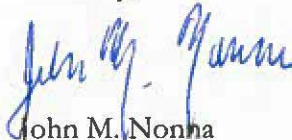
October 1, 2025

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

APPOINTMENTS AS OF OCTOBER 1, 2025

Attorney/Firm	Number of Cases Assigned	Amount Authorized to Date
Andrew Rubin	1	
Courtney McGowan	1	
Tobin, Bernardon & Wazny, LLP	19	\$ 30,600.00
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	\$ 3,440.00
Patsy Bonanno	2	
Rachel J. Filasto	1	
Stefanie Denise	5	\$ 28,466.44
Michael J. White	1	
Richard Ferrante	2	
Anthony Mattesi	1	
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	4	
Putnam County District Attorney's Office	2	
Queens County District Attorney's Office	14	
Rockland County District Attorney's Office	5	
Suffolk County District Attorney's Office	3	