

Board of Legislators

Meeting Agenda



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

Monday, October 6, 2025

7:00 PM

Legislative Chamber

Regular Meeting

CALENDAR 19

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

CALL TO ORDER

MINUTES APPROVAL

September 29, 2025, 7pm, Regular Meeting

PUBLIC COMMENT

Speakers _____

PUBLIC HEARING

UNFINISHED BUSINESS

I. COMMUNICATIONS

A. COUNTY EXECUTIVE

1. [2025-431](#) **IMA-Project STRIV-Putnam Northern Westchester BOCES**

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

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS, PUBLIC SAFETY AND INFORMATION TECHNOLOGY & CYBERSECURITY**2. [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

3. [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

4. [2025-434](#) BOND ACT-RHTF1-Hilltop Hanover Farm and Environmental Center Improvements

A BOND ACT authorizing the issuance of FIVE MILLION (\$5,000,000) DOLLARS in bonds of Westchester County to finance Capital Project RHTF1 - Hilltop Hanover Farm and Environment Center Improvements.

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

B. COUNTY ATTORNEY**C. LEGISLATORS****1. [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

D. OTHERS

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

II. NOTICES & PETITIONS

III. STANDING COMMITTEES

1. [2025-365](#) **BOND ACT-BPL37-NHLA-632-636 South Broadway, Yonkers**

A BOND ACT (A New Homes Land Acquisition Bond Act "NHLA") authorizing the issuance of FIVE MILLION, NINE HUNDRED THOUSAND (\$5,900,000) DOLLARS in bonds of Westchester County to finance Capital Project BPL37.

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

BOND ACT _____ - 2025 VOTE _____

2. [2025-366](#) **ACT-Land Acquisition-632-636 South Broadway, Yonkers**

AN ACT authorizing the County of Westchester to purchase approximately +/- 16,640 square feet of real property located at 632-636 South Broadway in the City of Yonkers and to subsequently convey said property, as well as authorizing the County to grant and accept any property rights necessary in furtherance thereof, for the purpose of contracting a new building with 160 affordable rental units that will affirmatively further fair housing and remain affordable for a period of not less than fifty (50) years.

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

ACT _____ - 2025 VOTE _____

3. [2025-367](#) **BOND ACT-BPL1A-Infrastructure Improvements-632-636 South Broadway, Yonkers**

A BOND ACT authorizing the issuance of FOUR MILLION, FIFTY THOUSAND (\$4,050,000) DOLLARS in bonds of Westchester County to finance Capital Project BPL1A.

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

BOND ACT _____ - 2025 VOTE _____

4. [2025-368](#) **ACT-IMDA-Yonkers & Macquesten Development, LLC-632-636 South Broadway, Yonkers**

AN ACT authorizing the County of Westchester (the "County") to enter into an inter-municipal developer agreement with the City of Yonkers and Macquesten Development LLC, its

successors or assigns, or any entity created to carry out the purposes of the transaction in order to fund certain infrastructure improvements and authorizing the County to grant and accept any property rights necessary in furtherance thereof, all for the purpose of constructing 160 affordable rental units that will affirmatively further fair housing at 632-636 South Broadway in the City of Yonkers and remain affordable for a period of not less than 50 years.

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

ACT _____ - 2025

VOTE _____

IV. SPECIAL ORDERS

MOTIONS, RESOLUTIONS & CALL OF THE DISTRICTS

1. [2025-436](#) **MEMORIAL RESOLUTIONS 2025-17**

HON. MARGARET A. CUNZIO: Martha S. Schuessler, Robert A. Brown

ADJOURNMENT

Next Meeting: October 20, 2025 at 7p.m.



Kenneth W. Jenkins
County Executive

October 1, 2025

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

Dear Honorable Members of the Board of Legislators:

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

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

Under the proposed IMA, BOCES will offer additional Comprehensive School Threat Assessment Guidelines ("CSTAG") and Digital Threat Assessment trainings. The focused trainings will offer coordinated strategies to increase the levels of security and safety within the school environment. The digital training will help attendees get a better understanding of the social media world and online activity and what tools and methods are available to identify online threat related behavior to prevent tragedy and intervene when worrisome behavior is observed.

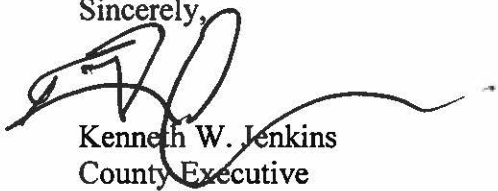
I have been advised that because the definition of "municipal corporation" under New York General Municipal Law § 119-n includes "Boards of Cooperative Educational Services", the proposed agreement constitutes an IMA requiring your Honorable Board's approval.

I have been further advised that the proposed IMA is exempt from the requirements of the Westchester County Procurement Policy and Procedures (the "County Procurement Policy") pursuant to section 3(a)xviii thereof, which exempts "any procurement for the purpose of entering into a contract or contracts with persons for the creation and support of recreation

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

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

Sincerely,

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/TAR/PT/sjc/mn
Attachment

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

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

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

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

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

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

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

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

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

Dated: _____, 2025
White Plains, New York

COMMITTEE ON

k: sjc 9/10/2025

FISCAL IMPACT STATEMENT

SUBJECT: STOP-DWI Contract with PNW BOCES to help present and coordinate CSTAG (Comprehensive School Threat Assessment Guidelines) and Digital Threat Assessment trainings portion of the Project STRIV (Schools Transforming Real Interventions to Violence)
☒ **NO FISCAL IMPACT PROJECTED**

OPERATING BUDGET IMPACT

(To be completed by operating department and reviewed by Budget Department)

A) ☐ **GENERAL FUND** ☐ **AIRPORT** ☐ **SPECIAL REVENUE FUND (Districts)**

B) EXPENSES AND REVENUES

Total Current Year Cost \$ 0

Total Current Year Revenue \$ 0

Source of Funds (check one): ☐ Current Appropriations

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

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

Potential Related Operating Budget Expenses: Annual Amount \$ 0

Describe: No impact to the Operating Budget

Potential Related Revenues: Annual Amount \$ 0

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

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

Current Year: \$ 0

No impact to the Operating Budget

Next Four years: \$0

Prepared by: Patricia McCarthy Tomassi

Title: Program Administrator

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

Reviewed By: 

Budget Director

9/29/25

If you need more space, please attach additional sheets.

ACT NO. 2025 - _____

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

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

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

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

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

§4. This Act shall take effect immediately.

THIS AGREEMENT, made _____, by and between

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

and

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

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

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

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

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

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

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

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

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

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

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

Except as otherwise expressly stated in this Agreement, no payment shall be made by the County to the Agency for out of pocket expenses or disbursements made in connection with the services rendered or the work to be performed hereunder.

The Agency shall, at no additional charge, furnish all labor, services, materials, tools, equipment and other appliances necessary to complete the Services, unless specific additional charges are expressly permitted under this Agreement. It is recognized and understood that even if specific additional charges are expressly permitted under this Agreement, in no event shall total payment to the Agency exceed the not-to-exceed amount set forth above.

FOURTH: Prior to the making of any payments hereunder, the County may, at its option, audit such books and records of the Agency as are reasonably pertinent to this Agreement to substantiate the basis for payment. The County will not withhold payment pursuant to this paragraph for more than thirty (30) days after payment would otherwise be due pursuant to the provisions of this Agreement, unless the County shall find cause to withhold payment in the course of such audit or

because of failure of the Agency to cooperate with such audit. The County shall, in addition, have the right to audit such books and records subsequent to payment.

FIFTH: The Agency shall issue progress reports to the County as the Commissioner may direct and shall immediately inform the Commissioner in writing of any cause for delay in the performance of its obligations under this Agreement. The Commissioner shall receive a copy of all such progress reports and shall use said reports in determining the progress of this contract and in such evaluation in deciding to award future contracts. In addition, the County shall have the right to periodically monitor and record the Agency's performance during the term of the contract.

SIXTH: The parties recognize and acknowledge that the obligations of the County under this Agreement are subject to the County's receipt of funding from the U.S. Department of Justice. The Agency agrees that the County shall not be liable for any of the payments hereunder unless and until the County Commissioner of Finance has received said funds.

If, for any reason, the full amount of said funds is not paid over or made available to the County by the U.S. Department of Justice, the County may terminate this Agreement immediately or reduce the amount payable to the Agency, in the discretion of the County. The County shall give prompt notice of any such termination or reduction to the Agency. If the County subsequently offers to pay a reduced amount to the Agency, then the Agency shall have the right to terminate this Agreement upon reasonable prior written notice.

In addition, the parties recognize and acknowledge that the obligations of the County under this Agreement are subject to annual appropriations by its Board of Legislators pursuant to the Laws of Westchester County. Therefore, this Agreement shall be deemed executory only to the extent of the monies appropriated and available. The County shall have no liability under this Agreement beyond funds appropriated and available for payment pursuant to this Agreement. The parties understand and intend that the obligation of the County hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of the County. The County shall pay amounts due under this Agreement exclusively from legally available funds appropriated for this purpose. The County shall retain the right, upon the occurrence of the adoption of any County Budget by its Board of

Legislators during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such County Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein. If the County subsequently offers to pay a reduced amount to the Agency, then the Agency shall have the right to terminate this Agreement upon reasonable prior written notice.

Notwithstanding anything herein to the contrary, the parties hereto agree that should funding levels change or services not be performed by the Agency hereunder, the County's payment obligation will cease and any unexpended money owed the County shall be repaid by the Agency within thirty (30) days of notification by the County.

SEVENTH: (a) The County, upon ten (10) days notice to the Agency, may terminate this Agreement in whole or in part when the County deems it to be in its best interest. In such event, the Agency shall be compensated and the County shall be liable only for payment for Services already rendered under this Agreement prior to the effective date of termination in accordance with the payment schedule specified in Schedule "B," which payments shall be prorated to the actual date of termination. Upon receipt of notice that the County is terminating this Agreement in its best interests, the Agency shall stop work immediately and incur no further costs in furtherance of this Agreement without the express approval of the Commissioner, and the Agency shall direct any approved subcontractors to do the same.

In the event of a dispute as to the value of the Services rendered by the Agency prior to the date of termination, it is understood and agreed that the Commissioner shall determine the value of such Services rendered by the Agency. The Agency shall accept such reasonable and good faith determination as final.

(b) In the event the County determines that there has been a material breach by the Agency of any of the terms of the Agreement and such breach either, (i) remains uncured for forty-eight (48) hours after service on the Agency of written notice thereof, or (ii) is not capable of being cured, the County, in addition to any other right or remedy it might have, may terminate this Agreement and the County shall have the right, power and authority to complete the Services provided for in this Agreement, or contract for its completion, and any additional expense or cost of such completion shall be charged to and paid by the Agency. Without limiting the foregoing, upon written notice to

the Agency, repeated breaches by the Agency of duties or obligations under this Agreement shall be deemed a material breach of this Agreement justifying termination for cause hereunder without requirement for further opportunity to cure.

EIGHTH: The Agency represents and warrants that all prices quoted herein for the work to be performed hereunder have been arrived at by the Agency independently and have been submitted without collusion with any other vendor of similar materials, supplies, equipment or services.

NINTH: All records or recorded data of any kind compiled by the Agency in completing the Services described in this Agreement, including but not limited to written reports, studies, drawings, blueprints, computer printouts, graphs, charts, plans, specifications and all other similar recorded data, shall become and remain the property of the County. The Agency may retain copies of such records for its own use and shall not disclose any such information without the express written consent of the Commissioner. The County shall have the right to reproduce and publish such records, if it so desires, at no additional cost to the County.

Notwithstanding the foregoing, all deliverables created under this Agreement by the Agency are to be considered "works made for hire." If any of the deliverables do not qualify as "works made for hire," the Agency hereby assigns to the County all right, title and interest (including ownership of copyright) in such deliverables and such assignment allows the County to obtain in its name copyrights, registrations and similar protections which may be available. The Agency agrees to assist the County, if required, in perfecting these rights. The Agency shall provide the County with at least one copy of each deliverable.

The Agency agrees to defend, indemnify and hold harmless the County for all damages, liabilities, losses and expenses arising out of any claim that a deliverable infringes upon an intellectual property right of a third party. If such a claim is made, or appears likely to be made, the Agency agrees to enable the County's continued use of the deliverable, or to modify or replace it. If the County determines that none of these alternatives is reasonably available, the deliverable may be returned.

TENTH: The Agency shall not delegate any duties or assign any of its rights under this Agreement without the prior express written consent of the County. The Agency shall not subcontract any part of the Services without the prior written consent of the County. Any purported

delegation of duties or assignment of rights under this Agreement without the prior express written consent of the County is void. All subcontracts that have received such prior written approval shall provide that subcontractors are subject to all terms and conditions set forth in the Agreement. It is recognized and understood by the Agency that for the purposes of this Agreement, all Services performed by a County-approved sub-contractor shall be deemed Services performed by the Agency and the Agency shall insure that such subcontracted work is subject to the material terms and conditions of this Agreement. All subcontracts for the Services shall expressly reference the subcontractor's duty to comply with the material terms and conditions of this Agreement and shall attach a copy of the County's contract with the Agency. The Agency shall obtain a written acknowledgement from the owner and/or chief executive of subcontractor or his/her duly authorized representative that the subcontractor has received a copy of the County's contract, read it and is familiar with the material terms and conditions thereof. The Agency shall include provisions in its subcontracts designed to ensure that the Agency and/or its auditor has the right to examine all relevant books, records, documents or electronic data of the subcontractor necessary to review the subcontractor's compliance with the material terms and conditions of this Agreement. For each and every year for which this Agreement continues, the Agency shall submit to the Commissioner a letter signed by the owner and/or chief executive officer of the Agency or his/her duly authorized representative certifying that each and every approved subcontractor is in compliance with the material terms and conditions of the Agreement.

ELEVENTH: Failure of the County to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but the same shall remain in full force and effect. Acceptance by the County of any Service or the payment of any fee or reimbursement due hereunder with knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the County of any provision hereof shall be implied.

TWELFTH: The Agency represents and warrants that it has not employed or retained any person, other than a bona fide full-time salaried employee working solely for the Agency to solicit or secure this agreement, and that it has not paid or agreed to pay any person (other than payments of fixed salary to a bona fide full-time salaried employee working solely for the Agency) any fee, commission, percentage, gift or other consideration, contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, without limiting any other

rights or remedies to which the County may be entitled or any civil or criminal penalty to which any violator may be liable, the County shall have the right, in its discretion, to terminate this agreement without liability, and to deduct from the contract price, or otherwise to recover, the full amount of such fee, commission percentage, gift or consideration.

THIRTEENTH: The Agency shall obey, perform and comply, at its own expense, with the provisions of all applicable federal, state and local laws, rules, regulations orders or ordinances and requirements of every kind and nature, which now exist or are hereinafter enacted or promulgated ("Laws") applicable to this Agreement or the Services to be performed under this Agreement. Without limiting the generality of the foregoing, the Agency further agrees to comply, at its own expense, with all Laws applicable to it as an employer of labor, and all Laws and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subcontractors and others employed to render the Services hereunder.

It is the intent and understanding of the County and Agency that each and every provision required by law, contract, or other proper authority to be included in this Agreement shall, for all intents and purposes, be considered and deemed included herein. The Agency understands and acknowledges that for each and every such provision that has, through mistake or otherwise, either not been inserted in writing or been inserted in writing in an incorrect form, the Agency hereby consents to amending this Agreement in writing, upon receipt of notice from the County, for the purpose of inserting or correcting the provision in question.

FOURTEENTH: The Agency expressly agrees that neither it nor any Agency, subcontractor, employee, or any other person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status during the term of or in connection with this Agreement, as those terms may be defined in Chapter 700 of the Laws of Westchester County. The Agency acknowledges and understands that the County maintains a zero tolerance policy prohibiting all forms of harassment or discrimination against its employees by co-workers, supervisors, vendors, contractors, or others.

FIFTEENTH: The Agency agrees to procure and maintain insurance naming the County as additional insured, as provided and described in Schedule "C" entitled "Standard Insurance Provisions", which is attached hereto and made a part hereof. In addition to, and not in limitation of

the insurance requirements contained in Schedule "C" entitled "Standard Insurance Provisions," the Agency agrees:

(a.) that except for the amount, if any, of damage contributed to, caused by or resulting from the sole negligence of the County, the Agency shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Agency or third parties under the direction or control of the Agency; and

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

(c.) in the event the Agency does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the Agency shall reimburse the County's reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

SIXTEENTH: All notices of any nature referred to in this Agreement shall be in writing and sent by registered or certified mail postage pre-paid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt. Notices shall be sent to the following:

To the County:

Director,
Office of Drug Abuse Prevention & STOP-DWI Program
112 E. Post Road – 3rd Floor
White Plains, New York 10601

With a copy to:

Commissioner-Sheriff
Department of Public Safety
Saw Mill River Parkway
Hawthorne, New York 10532

And to:

Westchester County Attorney
Westchester County
148 Martine Avenue, Rm 600
White Plains, New York 10605

To the Agency:

PNW BOCES
200 Boces Drive
Yorktown Heights, New York 10598

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

In the event of a conflict between the terms of this Agreement and the terms of any schedule or attachment hereto, it is understood that the terms of this Agreement shall be controlling with respect to any interpretation of the meaning and intent of the parties.

EIGHTEENTH: Nothing herein is intended or shall be construed to confer upon or give to any third party or its successors and assigns any rights, remedies or basis for reliance upon, under or by reason of this Agreement, except in the event that specific third party rights are expressly granted herein.

NINETEENTH: The Agency recognizes that this Agreement does not grant the Agency the exclusive right to perform the Services for the County and that the County may enter into similar agreements with other contractors on an "as needed" basis.

TWENTIETH: The Agency hereby represents that, if operating under an assumed name, it has filed the necessary certificate pursuant to New York State General Business Law Section 130.

TWENTY-FIRST: Attached hereto and forming parts hereof are the schedules listed below. Simultaneous with its execution of this Agreement, the Agency shall provide the County with a completed copy of each schedule. The Agency agrees that the terms of each of these schedules has been accepted and agreed-to by the Agency by virtue of its execution of this Agreement, and the

Agency represents and warrants that it has completed each of these schedules accurately and completely.

- 1.) Schedule "D" — "Business Enterprises Owned and Controlled by Women or Persons of Color"

Pursuant to Section 308.01 of the Laws of Westchester County, it is the goal of the County to use its best efforts to encourage, promote and increase the participation of business enterprises owned and controlled by women or persons of color in contracts and projects funded by all departments of the County.

- 2.) Schedule "E" — "Required Disclosure of Relationships to County"

In the event that any information provided in Schedule "E" must be changed during the term of this Agreement, the Contractor agrees to notify the County in writing within ten (10) business days and provide an updated version of the schedule. The Contractor shall also have each approved subcontractor complete a separate Schedule "E" and shall advise the subcontractor of the duty to report any changes to the information contained therein to the Contractor within ten (10) business days of such event and such information shall be forwarded by the Contractor to the County in the manner described above.

- 3.) Schedule "F" — "Criminal Background Disclosure"

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

- 4.) Schedule "G" — "Certification Regarding Business Dealings with Northern Ireland"

Pursuant to Section 310.01 of the Laws of Westchester County, no County procuring officer may award or recommend for award any contract not subject to competitive bidding to a party that does not execute a certification in substantially the form contained in Schedule "G".

- 5.) Schedule "H" — "Questionnaire Regarding Business Enterprises Owned and Controlled by Service-Disabled Veterans"

The County believes it is a laudable goal to provide business opportunities to veterans

who were disabled while serving our country, and wants to encourage the participation in County contracts of certified business enterprises owned and controlled by service-disabled veterans. This schedule is required as part of the County's program to encourage the participation of such business enterprises in County contracts, and in furtherance of Article 3 of the New York State Veterans' Service Law.

6.) Schedule "I" — "Vendor Direct Program - Electronic Funds Transfer"

All payments made by the County to the Contractor will be made by electronic funds transfer ("EFT") pursuant to the County's Vendor Direct Program. If the Contractor is not already enrolled in the Vendor Direct Program, the Contractor shall fill out and submit an EFT Authorization Form as part of this Agreement. (In rare cases, a hardship waiver may be granted. For a Hardship Waiver Request Form, the Contractor understands that it must contact the County's Finance Department.)

If the Contractor is already enrolled in the Vendor Direct Program, the Contractor hereby agrees to immediately notify the County's Finance Department in writing if the EFT Authorization Form on file must be changed, and provide an updated version of the document.

TWENTY-SECOND: Pursuant to Federal Executive Order 12549, and as prescribed by federal regulations, including 48 C.F.R. Subpart 9.4, the Agency agrees to complete and comply with all attached the schedules to this Agreement, including without limitation the following which are attached hereto and made a part hereof: "Certification Regarding Lobbying" (Schedule "J"); the "Certification Regarding Drug Free Workplace Requirements" (Schedule "K"); and "Certification Regarding Debarment and Suspension" (Schedule "L").

TWENTY-THIRD: The Agency shall use all reasonable means to avoid any conflict of interest with the County and shall immediately notify the County in the event of a conflict of interest. The Agency shall also use all reasonable means to avoid any appearance of impropriety.

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

of New York. In addition, the parties hereby agree that any cause of action arising out of this Agreement shall be brought in the County of Westchester.

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

TWENTY-FIFTH: This Agreement shall not be enforceable until signed by all parties and approved by the Office of the County Attorney.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, The County of Westchester and the Agency have caused this Agreement to be executed.

THE COUNTY OF WESTCHESTER

By _____
 Terrance Raynor
 Commissioner-Sheriff,
 Department of Public Safety

**PNW BOCES (Putnam Northern Westchester
 Boards of Cooperative Educational Services)**

By _____
 Name:
 Title:

Approved by the Westchester County Board of Legislators by Act No. 2025 xxx at a meeting duly held on the xx day of xxx, 2025.

Approved:

 Assistant County Attorney
 The County of Westchester
 k/sjc/DPS/Project STRIV/Project STRIV-BOCES Contract CON138804

ACKNOWLEDGMENT

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

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

Date: _____

 Notary Public

CERTIFICATE OF AUTHORITY
(CORPORATION)

I, _____,
 (Officer other than officer signing contract)
 certify that I am the _____ of
 the _____
 (Name of Corporation)
 a corporation duly organized and in good standing under the _____
 (Law under which organized, e.g., the New York Business Corporation Law) named in the
 foregoing agreement; that

 (Person executing agreement)
 who signed said agreement on behalf of the _____
 (Name of Corporation)
 was, at the time of execution _____
 (Title of such person)
 of the Corporation and that said agreement was duly signed for and on behalf of said Corporation
 by authority of its Board of Directors, thereunto duly authorized and that such authority is in full
 force and effect at the date hereof.

 (Signature)

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

On the _____ day of _____ in the year 2025 before me, the undersigned, a
 Notary Public in and for said State, _____ personally appeared, personally known
 to me or proved to me on the basis of satisfactory evidence to be the officer described in and who
 executed the above certificate, who being by me duly sworn did depose and say that he/she
 resides at _____, and he/she is an
 officer of said corporation; that he/she is duly authorized to execute said certificate on behalf of
 said corporation, and that he/she signed his/her name thereto pursuant to such authority.

 Notary Public
 Date

PUTNAM NORTHERN WESTCHESTER (PNW) BOCES

PROJECT STRIV

(Schools Transforming Real Intervention to Violence)

SCHEDULE A

Schools Transforming Real Intervention to Violence (aka Project STRIV) will expand and build upon existing school violence prevention initiatives and implement trainings to provide students, parents and school personnel with tools to recognize, respond quickly to, and prevent acts of violence. Training will be directed at the safety of the school communities to ensure the development of a positive school community climate and culture where students feel safe, accepted and respected regardless of their gender, race culture or sexual orientation.

PNW BOCES (Boards of Cooperative Educational Services) will offer additional CSTAG (Comprehensive School Threat Assessment Guidelines) and Digital Threat Assessment trainings. The focused trainings will offer coordinated strategies to increase the levels of security and safety within the school environment. The digital training will help attendees get a better understanding of the social media world and online activity and what tools and methods are available to identify online threat related behavior to prevent tragedy and intervene when worrisome behavior is observed.

A. Continue with CSTAG (Comprehensive School Threat Assessment Guidelines) trainings and implement Digital Threat Assessment Training

- Schedule and facilitate up to 5 trainings
- Provide additional focused school violence prevention trainings for school personnel – administration and support staff, law enforcement personnel and parents

B. Work with the County RTC (Real Time Crime) Center to create a dedicated School Desk

C. Technical Assistance and Reporting

- i. Collect baseline data for school violence
- ii. Create and analyze evaluation forms for the terms of the Program
- iii. Assist the County and Technical Assistance Coordinator and Evaluator in preparing all reports for the federal agency, Department of Justice, Bureau of Justice Assistance pertaining to the project, including the quarterly progress reports
- iv. Ensure that all required data are collected, tracked and submitted for reporting purposes on a timely basis

D. Work with the Project Coordinator and Evaluator

- i. Work with Student Assistance Services' Coordinator to ensure the CSTAG, Digital Threat Assessment and School Prevention Program trainings are coordinated and work in conjunction with each other to meet the standards and goals of the BJA Grant

SCHEDULE B

PROGRAM BUDGET, 2025-2026

The payment made to Putnam Northern Westchester BOCES for the Department of Public Safety through the Westchester County Alcohol and Drug Free Community's Department of Justice BJA STOP School Violence Program "Project Schools Transforming Real Interventions (STRIV) Program" Contract shall not exceed \$212,000.00 for the period October 1, 2025 through September 30, 2026.

Payments shall be made on Westchester County payment vouchers with a detailed invoice to the Office of Drug Abuse Prevention & STOP-DWI, 112 E. Post Road, White Plains, New York 10601.

Payments for services rendered hereunder shall be made according to the following schedule and it is herein agreed by all parties that should funding levels change or that services are not performed payment will cease and any money owed the Office of Drug Abuse Prevention & STOP-DWI will be repaid within thirty (30) days of notification to the Office of Drug Abuse Prevention & STOP-DWI.

Payment not to exceed the following amounts upon execution and approval of this agreement.

January 2, 2026	\$53,000
April 1, 2026	\$53,000
July 1, 2026	\$53,000
September 30, 2026	\$53,000

SCHEDULE "C"

STANDARD INSURANCE PROVISIONS **(Contractor)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

All Contracts involving the use of explosives, demolition and/or underground work shall provide proof that XCU is covered.

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

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

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

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

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

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

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

DRAFT

SCHEDULE "D"

QUESTIONNAIRE REGARDING BUSINESS ENTERPRISES OWNED AND CONTROLLED BY WOMEN OR PERSONS OF COLOR

As part of the County's program to encourage the meaningful and significant participation of business enterprises owned and controlled by persons of color or women in County contracts, and in furtherance of Section 308.01 of the Laws of Westchester County, completion of this form is required.

A "business enterprise owned and controlled by women or persons of color" means a business enterprise, including a sole proprietorship, limited liability partnership, partnership, limited liability company, or corporation, that either:

- 1.) meets the following requirements:
 - a. is at least 51% owned by one or more persons of color or women;
 - b. is an enterprise in which such ownership by persons of color or women is real, substantial and continuing;
 - c. is an enterprise in which such ownership interest by persons of color or women has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; and
 - d. is an enterprise authorized to do business in this state which is independently owned and operated.
- 2.) is a business enterprise certified as a minority business enterprise ("MBE") or women business enterprise ("WBE") pursuant to Article 15-a of the New York State Executive Law and the implementing regulations, 9 New York Code of Rules and Regulations subtitle N Part 540 et seq., **OR**
- 3.) is a business enterprise certified as a small disadvantaged business concern pursuant to the Small Business Act, 15 U.S.C. 631 et seq., and the relevant provisions of the Code of Federal Regulations as amended.

Please note that the term "persons of color", as used in this form, means a United States citizen or permanent resident alien who is and can demonstrate membership of one of the following groups:

- (a) Black persons having origins in any of the Black African racial groups;
- (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race;
- (c) Native American or Alaskan native persons having origins in any of the original peoples of North America; or
- (d) Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands.

1. Are you a business enterprise owned and controlled by women or persons of color in accordance with the standards listed above?

_____ No
 _____ Yes

Please note: If you answered "yes" based upon certification by New York State and/or the Federal government, official documentation of the certification must be attached.

2. If you answered "Yes" above, please check off below whether your business enterprise is owned and controlled by women, persons of color, or both.

_____ Women

_____ Persons of Color (*please check off below all that apply*)

_____ Black persons having origins in any of the Black African racial groups

_____ Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban,

_____ Central or South American descent of either Indian or Hispanic origin regardless of race

_____ Native American or Alaskan native persons having origins in any of the original peoples of North America

_____ Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian sub-continent or the Pacific Islands

[NO FURTHER TEXT ON THIS PAGE]

SCHEDULE "E"

REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY

- 1.) Are any of the employees that the Contractor will use to carry out this contract also a County officer or employee, or the spouse, child, or dependent of a County officer or employee?

Yes _____ No _____

If yes, please provide details (attach extra pages, if necessary): _____

- 2.) Are any of the owners of the Contractor or their spouses a County officer or employee?

Yes _____ No _____

If yes, please provide details (attach extra pages, if necessary): _____

- 3.) Do any County officers or employees have an **interest**¹ in the Contractor or in any approved subcontractor that will be used for this contract?

Yes _____ No _____

If yes, please provide details (attach extra pages, if necessary): _____

[NO FURTHER TEXT ON THIS PAGE]

¹ "Interest" means a direct or indirect pecuniary or material benefit accruing to a County officer or employee, his/her spouse, child or dependent, whether as the result of a contract with the County or otherwise. For the purpose of this form, a County officer or employee shall be deemed to have an "interest" in the contract of:

- 1.) His/her spouse, children and dependents, except a contract of employment with the County;
- 2.) A firm, partnership or association of which such officer or employee is a member or employee;
- 3.) A corporation of which such officer or employee is an officer, director or employee; and
- 4.) A corporation of which more than five (5) percent of the outstanding capital stock is owned by any of the aforesaid parties.

SCHEDULE "F"

CRIMINAL BACKGROUND DISCLOSURE

INSTRUCTIONS

Pursuant to Executive Order 1-2008, the County is required to maintain a record of criminal background disclosure from all persons providing work or services in connection with any County contract, including leases of County-owned real property and licenses:

- a.) If any of the persons providing work or services to the County in relation to a County contract are not subject to constant monitoring by County staff while performing tasks and/or while such persons are present on County property pursuant to the County contract; and
- b.) If any of the persons providing work or services to the County in relation to a County contract may, in the course of providing those services, have access to sensitive data (for example SSNs and other personal/secure data); facilities (secure facilities and/or communication equipment); and/or vulnerable populations (for example, children, seniors, and the infirm).

In those situations, the persons who must provide a criminal background disclosure ("Persons Subject to Disclosure") include the following:

- a.) Consultants, Contractors, Licensees, Lessees of County-owned real property, their principals, agents, employees, volunteers or any other person acting on behalf of said Contractor, Consultant, Licensee, or Lessee who is at least sixteen (16) years old, including but not limited to Subconsultants, Subcontractors, Sublessees, or Sublicensees who are providing services to the County, and
- b.) Any family member or other person, who is at least sixteen (16) years old, residing in the household of a County employee who lives in housing provided by the County located on County property.

Under Executive Order 1-2008, it is the duty of every County Consultant, Contractor, Licensee, or Lessee to inquire of each and every Person Subject to Disclosure and disclose whether they have been convicted of a crime or whether they are subject to pending criminal charges, and to submit this form with that information.¹ Accordingly, the attached Criminal Background Disclosure Form and Certification must be completed and agreed-to as part of this Agreement.

Please note that under no circumstances shall the existence of a language barrier serve as a basis for the waiver of or an exception from the disclosure requirements of Executive Order 1-2008. If translation services are required by the Consultant, Contractor, Licensee, or Lessee to fulfill this obligation, it shall be at the sole cost and expense of the Consultant, Contractor, Licensee, or Lessee.

Please also note that the conviction of a crime(s) and/or being subject to a pending criminal charge(s) will not automatically result in a denial of a person's right to work on a County contract, right to be on County property, or license, but may, if the County determines that the prior conviction(s) or

¹ For these disclosures, a "crime" or "pending criminal charge" includes all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State.

pending criminal charge(s) create an unacceptable risk. However, if a person fails to list or falsifies any part of his/her conviction history or any pending criminal charge(s) for any reason, he/she may be prohibited from working or being on County property without any risk assessment. If it is later determined that a Person Subject to Disclosure failed to disclose a criminal conviction or pending criminal charge for any reason, his/her right to work on a County contract, be on County property, or license may be terminated at any time.

Please further note that, pursuant to Executive Order 1-2008, and subject to the applicable provisions of New York Correction Law §§ 752 and 753, the County has the right to bar a Person Subject to Disclosure from providing work or services to the County or from being on County property if any such person has:

- a.) A conviction of a crime(s);
- b.) A pending criminal proceeding for a crime(s); or
- c.) Refused to answer questions concerning his/her criminal background

Please finally note that any failure by a County Consultant, Contractor, Licensee, or Lessee to comply with the disclosure requirements of Executive Order 1-2008 may be considered by the County to be a material breach and shall be grounds for immediate termination by the County of the related County contract.

Exemptions

Executive Order 1-2008 exempts from the aforementioned disclosure requirements Persons Subject to Disclosure:

- a.) for whom the County has already conducted a background check and issued a security clearance that is in full force and effect; and
- b.) for whom another state or federal agency having appropriate jurisdiction has conducted a security and/or background clearance or has implemented other protocols or criteria for this purpose that apply to the subject matter of a County contract that is in full force and effect.

If you are claiming an exemption for one or more Persons Subject to Disclosure, you must notify the Procuring Officer². The Procuring Officer will then determine whether the Person(s) Subject to Disclosure are actually exempt, and provide written notification of his/her determination. If the Procuring Officer determines that a Person Subject to Disclosure is not exempt, the Procuring Officer will notify you of that determination, and you will have to include disclosures for that person on your Criminal Background Disclosure Form and Certification.

² Procuring Officer" shall mean the head of the department or the individual or individuals authorized by the head(s) of the department(s) undertaking the procurement and with respect to those matters delegated to the Bureau of Purchase and Supply pursuant to Section 161.11(1)(a) of the Laws of Westchester County, the Purchasing Agent.

Subconsultants, Subcontractors, Sublessees, or Sublicensees

Under Executive Order 1-2008, it is your duty to ensure that any and all approved subconsultants, subcontractors, sublessees, or sublicensees complete and submit the attached Criminal Background Disclosure Form and Certification for all of their respective Persons Subject to Disclosure. This must be done before such a subconsultant, subcontractor, sublessees, or sublicensees can be approved to perform work on a contract.

New Persons Subject to Disclosure

Under Executive Order 1-2008, you have a **CONTINUING OBLIGATION** to maintain the accuracy of the Criminal Background Disclosure Form and Certification (and any accompanying documentation) for the duration of this contract, including any amendments or extensions thereto. Accordingly, it is your duty to complete and submit an updated Criminal Background Disclosure Form and Certification whenever there is a new Person Subject to Disclosure for this contract. **NO NEW PERSON SUBJECT TO DISCLOSURE SHALL PERFORM WORK OR SERVICES OR ENTER ONTO COUNTY PREMISES UNTIL THE UPDATED CRIMINAL BACKGROUND DISCLOSURE FORM AND CERTIFICATION IS FILED WITH THE PROCURING OFFICER.** You shall also provide the County with any other updates that may be necessary to comply with the disclosures required by Executive Order 1-2008.

PLEASE CONTINUE TO THE

Criminal Background Disclosure Form and Certification

BEGINNING ON THE NEXT PAGE

CRIMINAL BACKGROUND DISCLOSURE

FORM AND CERTIFICATION

If this form is being completed by a subconsultant, subcontractor, sublessee, or sublicensee, please consider all references in this form to "consultant, contractor, lessee, or licensee" to mean "subconsultant, subcontractor, sublessee, or sublicensee" and check here: _____

By executing this Agreement, I, as the signatory for the Contractor, certify that I am a principal or a representative of the Consultant, Contractor, Lessee, or Licensee and I am authorized to agree to and provide this completed Criminal Background Disclosure Form and Certification. I certify that each Person Subject to Disclosure has been asked the following questions:

- **Have you or your company ever been convicted of a crime (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State) including, but not limited to, conviction for commission of fraud, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property?**
- **Are you or your company subject to any pending criminal charges (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State)?**

I certify that the names and titles of Persons Subject to Disclosure who refused to answer **either** of the questions above are as follows:

If none, check this box: ☐

1. _____
2. _____
3. _____

(If more space is needed, please attach separate pages labeled "REFUSED to Answer - Continued.")

I certify that the names and titles of Persons Subject to Disclosure who answered "Yes" to **either** of the questions above are as follows:

If none, check this box: ☐

1. _____
2. _____
3. _____

(If more space is needed, please attach separate pages labeled "YES Answers - Continued")

Each Person Subject to Disclosure listed above who has either **been convicted of a crime(s)** and/or **is subject to a pending criminal charge(s)** must answer additional questions. Those questions are

A Person Subject to Disclosure who has been convicted of a crime(s) must respond to the following (please attach separate pages with responses for each person, with their name and title):

- 1.) Describe the reason for being on County property if applicable, identify the specific duties and responsibilities on this project which you intend to perform for the County, including but not limited to, access to sensitive data and facilities and access to vulnerable populations.
- 2.) Please list all criminal convictions along with a brief description of the crime(s) (including all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State).
- 3.) Please provide the date and place of each conviction.
- 4.) Please provide your age at the time of each crime for which you were convicted.
- 5.) Please provide the legal disposition of each case.
- 6.) Please provide any information either produced by yourself or someone on your behalf in regards to your rehabilitation and good conduct.

A Person Subject to Disclosure who is subject to a pending criminal charge(s) must respond to the following (please attach separate pages with responses for each person, with their name and title):

- 1.) Describe the reason for being on County property and if applicable, identify the specific duties and responsibilities on this project which you intend to perform for the County, including but not limited to, access to sensitive data and facilities and access to vulnerable populations.
- 2.) Please identify all pending criminal charges (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State).
- 3.) Please briefly describe the nature of the pending charges and the date upon which it is alleged that a crime was committed.

I hereby certify that all of the information provided herein (and in any and all attachments) is true and accurate and that all disclosures required by Executive Order 1-2008 and this Criminal Background Disclosure Form and Certification have been completed. By executing this Agreement, I hereby affirm that all of the facts, statements and answers contained herein (and in any and all attachments) are true and correct. I understand that providing false or incomplete information or withholding by omission or intention pertinent information will be cause for refusing further consideration of my being utilized under this contract.

It is understood and agreed that no Person Subject to Disclosure shall perform work or services or enter onto County property until this required Criminal Background Disclosure Form and Certification is filed with the Procuring Officer.

It is understood and agreed that to the extent that new Persons Subject to Disclosure are proposed to perform work or provide services under this contract after filing of this Criminal Background Disclosure Form and Certification with the Procuring Officer, such new Persons Subject to Disclosure shall not perform work or provide services or enter into County property until an updated Criminal Background Disclosure Form and Certification has been filed with the Procuring Officer.

It is further understood and agreed that the consultant, contractor, lessee, or licensee has a continuing obligation to maintain the accuracy of the Criminal Background Disclosure Form and Certification for the duration of this contract, including any amendments or extensions thereto, and shall provide any updates to the information to the County as necessary to comply with the requirements of Executive Order 1-2008.

[NO FURTHER TEXT ON THIS PAGE]

SCHEDULE "G"

CERTIFICATION REGARDING BUSINESS DEALINGS WITH NORTHERN IRELAND

A. The Contractor and any individual or legal entity in which the Contractor holds a ten percent (10%) or greater ownership interest and any individual or legal entity that holds a ten percent (10%) or greater ownership interest in the Contractor (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles.

B. For purposes of this Certification, "MacBride Principles" shall mean those principles relating to nondiscrimination in employment and freedom of workplace opportunity which require employers doing business in Northern Ireland to:

- (1) increase the representation of individuals from underrepresented religious groups in the work force, including managerial, supervisory, administrative, clerical and technical jobs;
- (2) take steps to promote adequate security for the protection of employees from underrepresented religious groups both at the workplace and while traveling to and from work;
- (3) ban provocative religious or political emblems from the workplace;
- (4) publicly advertise all job openings and make special recruitment efforts to attract applicants from underrepresented religious groups;
- (5) establish layoff, recall and termination procedures which do not in practice favor a particular religious group;
- (6) abolish all job reservations, apprenticeship restrictions and differential employment criteria which discriminate on the basis of religion;
- (7) develop training programs that will prepare substantial numbers of current employees from underrepresented religious groups for skilled jobs, including the expansion of existing programs and the creation of new programs to train, upgrade and improve the skills of workers from underrepresented religious groups;
- (8) establish procedures to assess, identify and actively recruit employees from underrepresented religious groups with potential for further advancement; and
- (9) appoint a senior management staff member to oversee affirmative action efforts and develop a timetable to ensure their full implementation.

C. For purposes of this Certification, "Northern Ireland" shall be understood to be the six counties partitioned from the Irish Province of Ulster, and administered from London and/or from Stormont.

D. The Contractor agrees that the warranties and representation in paragraph "A" are material conditions of this Agreement. If the County receives information that the Contractor is in violation of paragraph "A", the County shall review such information and give the Contractor opportunity to respond. If the County finds that such a violation has occurred, the County may declare the Contractor in default, and/or terminate this Agreement. In the event of any such termination, the County may procure the supplies, services or work from another source in accordance with applicable law. The Contractor shall pay to the County the difference between the contract price for the uncompleted portion of this Agreement and the cost to the County of completing performance of this Agreement either by itself or by engaging another contractor. If this

is a contract other than a construction contract, the Contractor shall be liable for the difference in price if the cost of procurement from another source is greater than what the County would have paid the Contractor plus any reasonable costs the County incurs in any new procurement and if this is a construction contract, the County shall also have the right to hold the Contractor in partial or total default in accordance with the default provisions of this Agreement. In addition, the Contractor may be declared not to be a responsible bidder or proposer for up to three (3) years, following written notice to the Contractor, giving the Contractor the opportunity for a hearing at which the Contractor may be represented by counsel. The rights and remedies of the County hereunder shall be in addition to, and not in lieu of, any rights and remedies the County has pursuant to this Agreement or by operation of law or in equity.

[NO FURTHER TEXT ON THIS PAGE]

SCHEDULE "H"

For Informational Purposes Only

**QUESTIONNAIRE REGARDING BUSINESS ENTERPRISES
OWNED AND CONTROLLED BY SERVICE-DISABLED VETERANS**

The County believes it is a laudable goal to provide business opportunities to veterans who were disabled while serving our country, and wants to encourage the participation in County contracts of certified business enterprises owned and controlled by service-disabled veterans. As part of the County's program to encourage the participation of such business enterprises in County contracts, and in furtherance of Article 3 of the New York State Veterans' Service Law, we request that you answer the questions listed below.

The term "Certified Service-Disabled Veteran-Owned Business Enterprise" shall mean a business enterprise, including a sole proprietorship, partnership, limited liability company or corporation that is a certified service-disabled veteran-owned business enterprise under Article 3 of the New York State Veterans' Service Law.

1. Are you a business enterprise that is owned and controlled by a service-disabled veteran in accordance with the standards listed above?

_____ No
_____ Yes

2. Are you certified with the State of New York as a Certified Service-Disabled Veteran-Owned Business?

_____ No
_____ Yes

If you are certified with the State of New York as a Certified Service-Disabled Veteran-Owned Business, please attach a copy of the certification.

[NO FURTHER TEXT ON THIS PAGE]

SCHEDULE "I"

Westchester County Vendor Direct Program Frequently Asked Questions

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

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

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

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

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

Yes.

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

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

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

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

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

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

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

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

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

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

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

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

--	--	--	--	--

Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form

GENERAL INSTRUCTIONS

Please complete both sections of the Vendor Direct Payment Authorization Form and forward the completed form (along with a voided check for the account to which you want your payments credited) to:

Section I - VENDOR INFORMATION

1. Provide the name of the vendor as it appears on the W-9 form.
2. Enter the vendor's Taxpayer ID number or Social Security Number as it appears on the W-9 form.
3. Enter the vendor's complete primary address (not a P.O. Box).
4. Provide the name and telephone number of the vendor's contact person.
5. Enter the business e-mail address for the remittance notification. **THIS IS VERY IMPORTANT.** This is the e-mail address that we will use to send you notification and remittance information two days prior to the payment being credited to your bank account. We suggest that you provide a group mailbox (if applicable) for your e-mail address. You may also designate multiple e-mail addresses.
6. Please have an authorized Payee/Company official sign and date the form and include his/her title.

Section II - FINANCIAL INSTITUTION INFORMATION

7. Provide bank's name.
8. Provide the complete address of your bank.
9. Enter your bank's 9 digit routing transit number.
10. Indicate the type of account (check one box only).
11. Enter the vendor's bank account number.
12. Enter the title of the vendor's account.
13. Provide the name and telephone number of your bank contact person.
14. If you are directing your payments to a Savings Account OR you can not attach a voided check for your checking account, this line needs to be completed and signed by an authorized bank official. **IF YOU DO ATTACH A VOIDED CHECK FOR A CHECKING ACCOUNT, YOU MAY LEAVE THIS LINE BLANK.**

Schedule "J"
Certification Regarding Lobbying

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief,

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- 2) If any funds other than the Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(Name of Organization)

(Signature of Responsible Official)

(Date)

(Grant Number)

“Schedule “K”

Certification Regarding Drug Free Workplace Requirements

GRANTEES OTHER THAN INDIVIDUALS

This certification is required by regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), 7 CFR Part 3017, Subpart F, Section 3017.699 and 45 CFR Part 76, Subpart F. The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (Pages 21681-21691).

The grantee certifies that it will provide a drug-free workplace by:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition:
- b) Establishing a drug-free awareness program to inform employees about:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The grantee's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - 1) Abide by the terms of the statement; and
 - 2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- e) Notifying the agency within ten days of receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
- f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2) with respect to any employee who is so convicted:
 - 1) Taking appropriate personnel action against such an employee, up to and including termination; or

- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement or other appropriate agency;
- g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(Organization)

(Authorized Signature)

DRAFT

Schedule "L"

Certification Regarding Debarment and Suspension

1) As required by Federal Executive Order 12549, and prescribed by federal regulations, including 40 CRF Part 32, the contractor certifies that it, and its principals:

- (a) Are not presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency;
- (b) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, including any violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) above; and
- (d) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2) Where the Contractor is unable to certify to any of the statements in this paragraph, the Contractor shall attach an explanation to this certification.

Date: _____

Signature

Title

Organization



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.

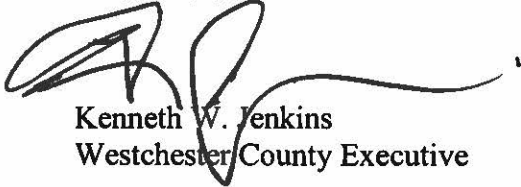
The County's conveyance to the Town is also subject to the Sewer Easement and Access Easement described above.

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 read '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

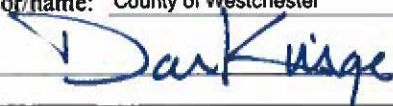
Instructions for Completing

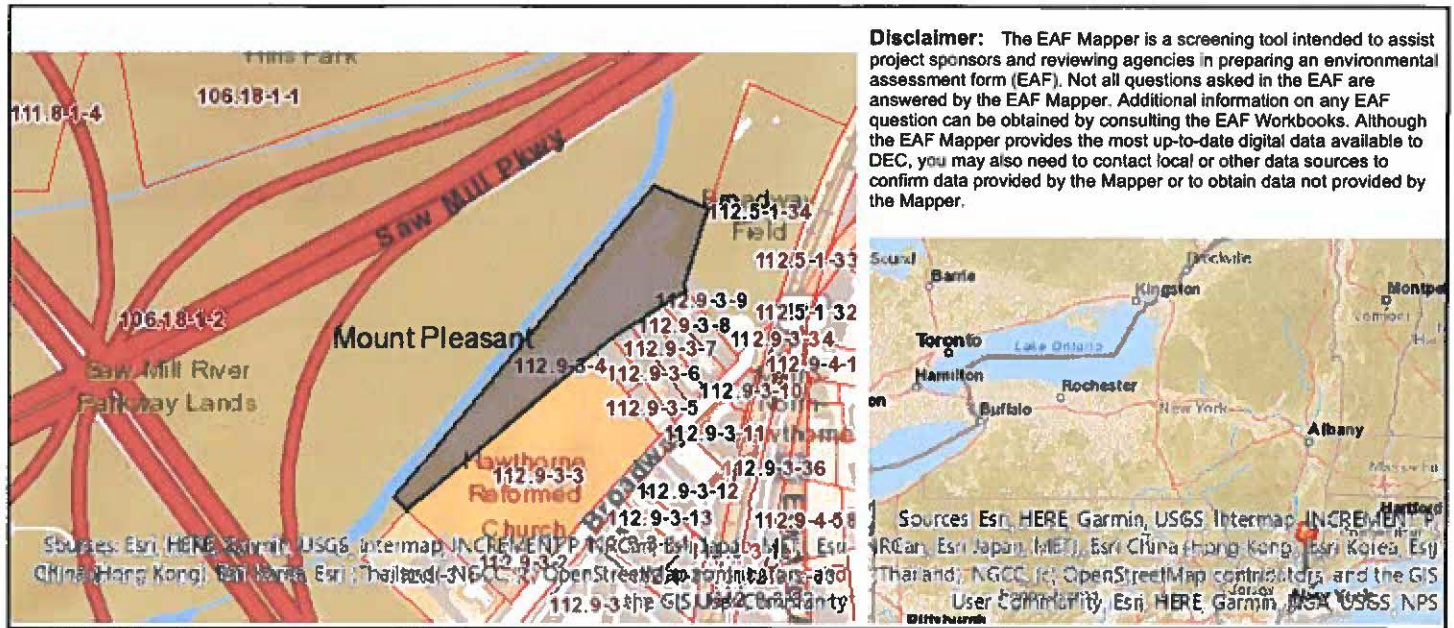
Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. 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.		NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
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)		NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>
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. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input checked="" type="checkbox"/> Aquatic <input checked="" type="checkbox"/> Other(Specify): Transportation <input checked="" type="checkbox"/> Parkland			

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
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 <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
b. Are public transportation services available at or near the site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
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 <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
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 <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
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?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
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 <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
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: <input type="checkbox"/> Shoreline <input checked="" type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input checked="" type="checkbox"/> Urban <input type="checkbox"/> 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
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, <div style="margin-left: 40px;"> a. Will storm water discharges flow to adjacent properties? <div style="margin-left: 40px;"> b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? </div> </div> If Yes, briefly describe:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:		
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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.



Kenneth W. Jenkins
Westchester County Executive

September 24, 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 ("Bond Act") which, if adopted, would authorize the County of Westchester ("County") to issue bonds in the amount of \$5,000,000 to finance the following capital project:

RHTF1 – Hilltop Hanover Farm and Environmental Center Improvements ("RHTF1").

The Bond Act, in the amount of \$5,000,000, would finance the cost of design for improvements to the existing buildings and infrastructure at Hilltop Hanover Farm and Environmental Center in Yorktown, including environmental studies, design, and engineering services for new buildings, and site improvements.

The Department of Parks, Recreation and Conservation ("Department") has advised that the Hilltop Hanover Farm and Environmental Center is a County-owned resource that operates both as an agricultural production farm and a native plant nursery, providing fresh produce to the community and supporting ecosystem restoration projects across the County. Advancing the Hilltop Hanover Farm Master Plan is the next critical step to ensure the Farm can sustain its mission, expand educational programming, and strengthen its role as a valued community asset. Design funding is necessary to prepare the detailed plans and specifications necessary to move the project forward.

Following bonding authorization, design will be scheduled and is anticipated to take twenty-four months to complete. It is anticipated that the design work will be completed by consultants. It is estimated that construction will take thirty-six 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 Bond Act is respectfully requested.

Sincerely,

A handwritten signature in black ink, appearing to be "K. W. Jenkins", written over the printed name and title.

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 a bond act (“Bond Act”) in the amount of \$5,000,000 to finance capital project RHTF1 – Hilltop Hanover Farm and Environmental Center Improvements (“RHTF1”). The Bond Act, which was prepared by the law firm Harris Beach, will finance the cost of design for improvements to the existing buildings and infrastructure at Hilltop Hanover Farm and Environmental Center in Yorktown, including environmental studies, design, and engineering services for new buildings, and site improvements.

The Department of Parks, Recreation and Conservation (“Department”) has advised that the Hilltop Hanover Farm and Environmental Center is a County-owned resource that operates both as an agricultural production farm and a native plant nursery, providing fresh produce to the community and supporting ecosystem restoration projects across the County. Advancing the Hilltop Hanover Farm Master Plan is the next critical step to ensure the Farm can sustain its mission, expand educational programming, and strengthen its role as a valued community asset. Design funding is necessary to prepare the detailed plans and specifications necessary to move the project forward.

Following bonding authorization, design will be scheduled and is anticipated to take twenty-four months to complete. It is anticipated that the design work will be completed by consultants. It is estimated that construction will take thirty-six months to complete and will begin after award and execution of the construction contracts.

The Planning Department has advised your Committee that based on its review, RHTF1 may be classified as a Type “II” action pursuant to the State Environmental Quality Review Act (“SEQR”) and its implementing regulations, 6 NYCRR Part 617. Therefore, no environmental review is required. Your Committee has reviewed the annexed SEQR documentation and concurs with this recommendation.

It should be noted that an affirmative vote of two-thirds of the members of your Honorable Board is required in order to adopt the Bond Act. Your Committee recommends the adoption of the proposed Bond Act.

Dated: _____, 20____
White Plains, New York

COMMITTEE ON

c/mg/9-9-25

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: RHTF1

☐ 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 \$ 5,000,000 PPU 5 Anticipated Interest Rate 2.30%

Anticipated Annual Cost (Principal and Interest): \$ 1,070,747

Total Debt Service (Annual Cost x Term): \$ 5,353,735

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: 54

Prepared by: Robert C. Lopane, RLA

Title: Director of Program Development II-PR

Department: Parks, Recreation & Conservation

Date: 9/29/25

Reviewed By: 


09/30/25
09/30/25

Date:

Budget Director

10/1/25

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 4, 2025

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT:
RHTF1 Hilltop Hanover Farm and Environmental Center Improvements**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on 08/29/2025 (Unique ID: 3030)

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)(24):** information collection including basic data collection and research, water quality and pollution studies, traffic counts, engineering studies, surveys, subsurface investigations and soils studies that do not commit the agency to undertake, fund or approve any Type I or Unlisted action;
- **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 study and design only.

DSK/oav

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

REFERENCE RHTF1

ACT NO. -20__

BOND ACT AUTHORIZING THE ISSUANCE OF \$5,000,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF PLANNING IMPROVEMENTS TO THE EXISTING BUILDINGS AND INFRASTRUCTURE AT HILLTOP HANOVER FARM AND ENVIRONMENTAL CENTER IN YORKTOWN; STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$5,000,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$5,000,000 BONDS HEREIN AUTHORIZED TO FINANCE SUCH COST; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted , 20__)

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

Section 1. Pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the "Law"), the Westchester County Administrative Code, being Chapter 852 of the Laws of 1948, as amended, to the provisions of other laws applicable thereto, \$5,000,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the cost of planning improvements to the existing buildings and infrastructure at Hilltop Hanover Farm and

Environmental Center in Yorktown, including environmental studies, design, and engineering services for new buildings, and site improvements; all as set forth in the County's current year Capital Budget, as amended. To the extent that the details set forth in this act are inconsistent with any details set forth in the current year Capital Budget of the County, such Budget shall be deemed and is hereby amended. The estimated maximum cost of said objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof is \$5,000,000. The plan of financing includes the issuance of \$5,000,000 bonds herein authorized, and any bond anticipation notes issued in anticipation of the sale of such bonds, and the levy of a tax to pay the principal of and interest on said bonds.

Section 2. The period of probable usefulness applicable to the class of objects or purposes for which bonds authorized by this resolution is 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 maximum amount of \$5,000,000. This Act is a declaration of official intent adopted pursuant to the requirements of Treasury Regulation Section 1.150-2.

Section 4. Subject to the provisions of this Act and of the Law, and pursuant to the provisions of §30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals thereof, and of §§50.00, 56.00 to 60.00 and 168.00 of said Law, the powers and duties of the County Board of Legislators relative to authorizing the issuance of any notes in anticipation of the sale of the bonds herein authorized, or the renewals thereof, relative to providing for substantially level or declining annual debt service, relative to prescribing the terms, form and contents and as to the sale and issuance of the respective amounts of bonds herein authorized, and of any notes issued in anticipation of the sale of said bonds or the renewals of said notes, and relative to executing agreements for credit enhancement, are hereby delegated to the Commissioner of Finance of the County, as the chief fiscal officer of the County.

Section 5. Each of the bonds authorized by this Act and any bond anticipation notes issued in anticipation of the sale thereof shall contain the recital of validity prescribed by §52.00 of said Local Finance Law and said bonds and any notes issued in anticipation of said bonds shall be general obligations of the County of Westchester, payable as to both principal and interest by general tax upon all the taxable real property. The faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and any notes issued in anticipation of the sale of said bonds or the renewals of said notes, and provision shall be made annually in the budgets of the County by appropriation for (a) the amortization and redemption of the notes and bonds to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 6. The validity of the bonds authorized by this Act and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

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

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

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

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

Section 7. This Act shall take effect in accordance with Section 107.71 of the Westchester County Charter.

* * *

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

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

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

(SEAL)

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

LEGAL NOTICE

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

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

ACT NO. _____-20__

BOND ACT AUTHORIZING THE ISSUANCE OF \$5,000,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF PLANNING IMPROVEMENTS TO EXISTING BUILDINGS AND INFRASTRUCTURE AT HILLTOP HANOVER FARM AND ENVIRONMENTAL CENTER IN YORKTOWN; STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$5,000,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$5,000,000 BONDS HEREIN AUTHORIZED TO FINANCE SUCH COST; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted _____, 20__)

object or purpose: the planning improvements to the existing buildings and infrastructure at Hilltop Hanover Farm and Environmental Center in Yorktown, including environmental studies, design, and engineering services for new buildings, and site improvements; all as set forth in the County's current year Capital Budget, as amended.

amount of obligations to be issued:

and period of probable usefulness: \$5,000,000; 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:* RHTF1	<input type="checkbox"/> CBA	Fact Sheet Date:* 08-18-2025
Fact Sheet Year:* 2025	Project Title:* HILLTOP HANOVER FARM AND ENVIRONMENTAL CENTER IMPROVEMENTS	Legislative District ID: 4,
Category* RECREATION FACILITIES	Department:* PARKS, RECREATION & CONSERVATION	CP Unique ID: 3030

Overall Project Description

This project funds continued implementation of Hilltop Hanover's master plan (see BPL35). Initial work included the preparation of a master plan and vision for the property as a state-of-the-art facility to promote sustainable agriculture, environmental stewardship, community education and accessible food systems for all. Additional work funded by this capital project will include rehabilitation of existing buildings and infrastructure at Hilltop Hanover Farm and Environmental Center in Yorktown, NY as well as the construction of new buildings, infrastructure and other associated work towards implementation of the master plan.

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> Best Management Practices | <input checked="" type="checkbox"/> Energy Efficiencies | <input checked="" type="checkbox"/> Infrastructure |
| <input type="checkbox"/> Life Safety | <input type="checkbox"/> Project Labor Agreement | <input type="checkbox"/> Revenue |
| <input type="checkbox"/> Security | <input type="checkbox"/> Other | |

FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2025	2026	2027	2028	2029	Under Review
Gross	47,250	0	5,000	5,250	0	0	0	37,000
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	47,250	0	5,000	5,250	0	0	0	37,000

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

Current Bond Description: This request will fund environmental studies, design, and engineering services for new buildings, site improvements, and upgrades to existing buildings and infrastructure, all in accordance with the Farm Master Plan.

Financing Plan for Current Request:

Non-County Shares:	\$ 0
Bonds/Notes:	5,000,000
Cash:	0
Total:	\$ 5,000,000

SEQR Classification:

TYPE II

Amount Requested:

5,000,000

Expected Design Work Provider:

- | | | |
|---------------------------------------|--|---|
| <input type="checkbox"/> County Staff | <input checked="" type="checkbox"/> Consultant | <input type="checkbox"/> Not Applicable |
|---------------------------------------|--|---|

Comments:

Energy Efficiencies:

THE PROJECT DESIGN WILL EXPLORE INNOVATIVE, SUSTAINABLE TECHNOLOGIES INCLUDING SOLAR PANELS, EV CHARGING STATIONS, GRAY WATER RECYCLING AND GEOTHERMAL SYSTEMS TO REDUCE ENVIRONMENTAL IMPACT AND PROMOTE LONG-TERM ENERGY EFFICIENCY.

Appropriation History:

Year	Amount	Description
2025	5,000,000	CONTINUES IMPLEMENTATION OF THE MASTER PLAN AND CONTINUED REHABILITATION OF THE SITE, BUILDINGS AND INFRASTRUCTURE TO ENSURE CONTINUED OPERATION OF THE FARM AND EDUCATIONAL PROGRAMS. INCLUDED IS THE REHABILITATION OF THE IRRIGATION SYSTEM.

Total Appropriation History:

5,000,000

Total Financing History:

0

Recommended By:**Department of Planning**

MLLL

Date

08-29-2025

Department of Public Works

RJB4

Date

08-29-2025

Budget Department

DEV9

Date

09-02-2025

Requesting Department

RCL3

Date

09-02-2025

HILLTOP HANOVER FARM AND ENVIRONMENTAL CENTER IMPROVEMENTS (RHTF1)

User Department : Parks, Recreation & Conservation

Managing Department(s) : Parks, Recreation & Conservation ; Public Works ;

Estimated Completion Date: TBD

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

FIVE YEAR CAPITAL PROGRAM (in thousands)

	Est Ult Cost	Appropriated	Exp / Obl	2025	2026	2027	2028	2029	Under Review
Gross	47,250			5,000	5,250				37,000
Non County Share									
Total	47,250			5,000	5,250				37,000

Project Description

This project funds continued implementation of Hilltop Hanover's master plan (see BPL35). Initial work included the preparation of a master plan and vision for the property as a state-of-the-art facility to promote sustainable agriculture, environmental stewardship, community education and accessible food systems for all. Additional work funded by this capital project will include rehabilitation of existing buildings and infrastructure at Hilltop Hanover Farm and Environmental Center in Yorktown, NY as well as the construction of new buildings, infrastructure and other associated work towards implementation of the master plan.

Current Year Description

The current year request continues implementation of the master plan and continued rehabilitation of the site, buildings and infrastructure to ensure continued operation of the farm and educational programs. Included is the rehabilitation of the irrigation system.

Current Year Financing Plan

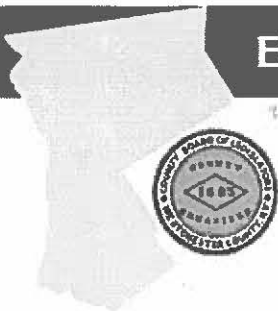
Year	Bonds	Cash	Non County Shares	Total
2025	5,000,000			5,000,000

Impact on Operating Budget

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

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

WESTCHESTER COUNTY

Kenneth W. Jenkins
County Executive

Office of the County Attorney

John M. Nonna
County Attorney

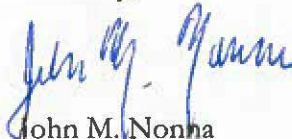
October 1, 2025

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	

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

Your Committee is in receipt of a communication from the County Executive recommending the enactment of the following acts:

1. Land Purchase and Conveyance. An Act (the “Land Acquisition Act”) to authorize the purchase and subsequent conveyance of approximately +/- 16,640 square feet of real property located at 632-636 South Broadway in the City of Yonkers (the “Property”) to Macquesten Development, LLC, its successors, assigns, or any entity created to carry out the purposes of the proposed transaction (the “Developer”), as part of the County’s program to support the construction of affordable rental housing units that affirmatively further fair housing (the “Affordable AFFH Units”). The Land Acquisition Act also authorizes the County to grant and accept any property rights necessary in furtherance thereof.

Upon acquisition of the Property, the County will file a Declaration of Restrictive Covenants against the Property, to require that the Affordable AFFH Units be marketed and leased in accordance with an approved affordable fair housing marketing plan to eligible households earning at or below 50% and up to 80% of the Westchester County area median income (“AMI”). The AFFH Units will remain affordable for a period of not less than fifty (50) years, noting that the income limits are subject to change based on the median income levels at the time of initial occupancy and subsequent occupancies, as established by the U.S. Department of Housing and Urban Development.

In accordance with the Land Acquisition Act, the County will subsequently convey the Property to the Developer for One (\$1.00) Dollar for the Developer to construct a new building with one hundred sixty (160) Affordable AFFH Units (the “Development”). The Development will include 7 studios, 69 one-bedroom, 64 two-bedroom and 20 three-bedroom units and 146 parking spaces and other related improvements.

2. Acquisition Financing. A New Homes Land Acquisition Bond Act (the “NHLA Bond Act”) to

authorize the issuance of bonds of the County, in a total amount not to exceed \$5,900,000, as a part of Capital Project BPL37 New Homes Land Acquisition III. The Department of Planning ("Planning") has advised that, subject to the approval of your Honorable Board, the proposed NHLA Bond Act will authorize an amount not to exceed \$5,900,000 to purchase the Property from the current owner(s) of record to allow for the construction of the Development.

3. Inter-Municipal Developer Agreement Act. An Act (the "IMDA Act") to authorize the County to enter into an Inter-Municipal Developer Agreement (the "IMDA") with the City of Yonkers ("City") and the Developer, its successors or assigns, or any entity created to carry out the purposes of the transaction, to finance the construction of a portion of the infrastructure improvements associated with the construction of 146 parking spaces in the Development. The infrastructure improvements will include, but not be limited to, new ramps, concrete flooring, drainage, electrical systems, fire suppression systems, signage, landscaping, waterproofing, construction management and County administrative costs (the "Infrastructure Improvements") in support of the Affordable AFFH Units as part of the County's program to ensure the development of new affordable housing. The term of the IMDA will be fifteen (15) years (commensurate with the period of probable usefulness of the HIF bonds as described herein). The IMDA will provide, amongst other things, that the City and/or the Developer, its successors or assigns, or any entity created to carry out the purposes of the transaction, will be responsible for all costs of operation and maintenance of the Infrastructure Improvements.

The IMDA will require the Developer, as a condition of the County's financing of the Infrastructure Improvements, to record a declaration of restrictive covenants approved by, and enforceable by, the County which will run with the land and bind the Property and any successor(s) in interest and will require that the Affordable AFFH Units be maintained and marketed in accordance thereto for a period of not less than fifty (50) years.

Planning has advised that the authorization of your Honorable Board is required to accept all necessary property rights required to construct the Infrastructure Improvements. The County will have an ownership interest in the Infrastructure Improvements through an easement until the

expiration of the term of the HIF bonds, as described herein. However, the County will not be responsible for any costs related to the operation and maintenance of the Infrastructure Improvements.

4. Construction Financing. A Bond Act (the “HIF Bond Act”) to authorize the issuance of bonds of the County in an amount not-to-exceed \$4,050,000, as a part of Capital Project BPL1A, to finance a portion of the Infrastructure Improvements for the Development. Planning has advised that, subject to the approval of your Honorable Board, the HIF Bond Act will authorize an amount not to exceed \$4,050,000 (the “County Funds”) for the Infrastructure Improvements, which includes costs to cover the County’s legal fees and staff costs.

Planning has further advised that additional funding for the Development, with an estimated total cost of approximately \$130,947,382 is anticipated to be provided through the following funding sources:

- f) New York State Housing Finance Agency (“HFA”) first mortgage;
- g) New York State Homes and Community Renewal (“HCR”) subsidy;
- h) Federal Low Income Housing tax credits;
- i) New York State Brownfield tax credits; and
- j) City of Yonkers HOME.

Planning has further advised that Section 167.131 of the Laws of Westchester County (“LWC”) 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. On June 3, 2025, the Planning Board adopted Resolutions No. 25-13 and No. 25-14 which recommended the County provide HIF funding and NHLA funding respectively in connection with this project, which are annexed hereto for your Honorable Board’s information. In addition, in accordance with LWC Section 191.41, the Commissioner of Planning has provided a report, which is also attached hereto for your Honorable Board’s consideration.

As your Honorable Board is aware, no action may be taken with regard to the proposed legislation until the requirements of the State Environmental Quality Review Act ("SEQRA") have been met. The Planning Department has advised that the City Zoning Board of Appeals ("ZBA") classified this project as a Type I action. On November 17, 2022, the ZBA issued a notice of intent to serve as lead agency, circulated Part 1 of a Full Environmental Assessment Form and circulated a Full Environmental Assessment Form to involved agencies, including the Westchester County Board of Legislators. On February 17, 2023, the ZBA issued a Negative Declaration for the project. Since the City undertook coordinated review and the County was included as an involved agency, then, in accordance with SEQRA and its implementing regulations (6 NYCRR Part 617), no further environmental review is required by the County.

Based on the foregoing, your Committee believes that the Acts are in the best interest of the County and therefore recommends their adoption, noting that the IMDA Act requires no more than an affirmative vote of the majority of your Honorable Board, while the Land Acquisition Act, NHLA Bond Act and HIF Bond Act require the affirmative vote of two-thirds of the members of your Honorable Board.

Dated: **October 1st**, 2025
White Plains, New York

James J. Williams John J. -
Muller
Stef
David Ommen

c/cmc/8.15.25

Edi
Vedat Gashi
Yancy Bar

Muller
James J. Williams John J. -
Edi
Vedat Gashi
David Ommen

Stef
James J. Williams John J. -
Muller
Vedat Gashi
Yancy Bar
David Ommen

Budget & Appropriations

Housing & Planning

Public Works & Trans, 118th

Memorandum



Department of Planning
432 Michaelian Office Building
148 Martine Avenue
White Plains, NY 10601

TO: Honorable Kenneth W. Jenkins
County Executive

FROM: Blanca P. Lopez
Commissioner

DATE: August 14, 2025

SUBJECT: Acquisition of Real Property – 632-636 South Broadway – City of Yonkers

Pursuant to Section 191.41 of the County Charter, submitted herewith is the required report of the Commissioner of Planning on the proposed acquisition and subsequent conveyance of +/- 16,640 square feet of real property located at 632-636 South Broadway in the City of Yonkers, identified on the City tax maps as Section 1 Block 29 Lot: 1 (the "Property") for the purpose of creating 160 affordable housing units (the "Affordable AFFH Units"), that will affirmatively further fair housing ("AFFH"). The development will also provide approximately 146 parking spaces for residents.

The County of Westchester ("the County") intends to finance the purchase of the Property from the current owner in an amount not to exceed \$5,900,000 as a part of Capital Project BPL37 New Homes Land Acquisition III. Upon acquisition of the Property, the County will file a Declaration of Restrictive Covenants to require that the Affordable AFFH Units are marketed and leased in accordance with an approved affirmative fair housing marketing plan and will remain available to eligible households for a period of not less than 50 years. The County will then convey ownership of the Property to Macquesten Development LLC (the "Developer"), its successors or assigns, for One (\$1.00) Dollar.

The Developer proposes to construct one building of sixteen-stories on the Property that will include a mix of affordable studio, one, two and three-bedroom rental apartments that will be leased to households who earn at or below 50% and up to 80% of the area median income (collectively the "Development").

I recommend funding for acquisition and conveyance of the Property for the following reasons:

1. The acquisition of this Property will advance the County's efforts to provide fair and affordable housing;
2. The acquisition and subsequent conveyance of the Property to develop fair and affordable housing is consistent with development policies adopted by the County Planning Board as set forth in *Westchester 2025 - Context for County and Municipal Planning*

in Westchester County and Policies to Guide County Planning, adopted May 6, 2008, and amended January 5, 2010, and the recommended strategies set forth in *Patterns for Westchester: The Land and the People*, adopted December 5, 1995;

3. The Development is proposed to include green technology, such as energy efficient appliances, lighting and heating systems and water-conserving fixtures to reduce operating and maintenance costs, minimize energy consumption and conserve natural resources. The Development is designed to meet the sustainability guidelines of New York State Homes and Community Renewal and is seeking the highest green building certification: Passive House;
4. The Development is consistent with the land use policies and regulations of the City of Yonkers; and
5. On June 3, 2025, the County Planning Board adopted a resolution to recommend County financing towards the purchase the Property to support the Development.

BPL/lg

cc: Richard Wishnie, Deputy County Executive
Joan McDonald, Director of Operations
John M. Nonna, County Attorney
Westchester County Planning Board

RESOLUTION 25- **13**

WESTCHESTER COUNTY PLANNING BOARD

**Housing Implementation Fund II
Capital Project Funding Request
632-636 South Broadway, City of Yonkers**

WHEREAS, the County has established Capital Project BPL1A Housing Implementation Fund II ("HIF") to assist municipalities with the cost of construction of public infrastructure improvements associated with the development of fair and affordable housing; and

WHEREAS, Macquesten Development LLC (collectively the "Developer"), its successors or assigns, desire to develop the real property located at 632-636 South Broadway in the City of Peekskill (the "City"), identified on the City tax maps as Section 1; Block 29; Lot 1 (the "Property") to create 160 residential units (collectively the "Development"). All 160 units will be affordable residential units that will affirmatively further fair housing (the "Affordable AFFH Units");

WHEREAS, the Developer desires the County to fund infrastructure improvements to support the construction of a sixteen-story building, with 160 affordable residential rental units and 146 parking spaces (the "Development"); and

WHEREAS, 59 rental units will be available to households who earn at or below 50% of Westchester County's Area Median Income ("AMI"), 82 rental units will be available to households who earn at or below 60% of AMI and 18 rental units will be available to households who earn at or below 80% of AMI.; and

WHEREAS, the Affordable AFFH Units will be leased to eligible households pursuant to an approved Affirmative Fair Housing Marketing Plan and remain affordable for a minimum of 50 years; and

WHEREAS, a not to exceed amount of \$4,050,000 is requested from Capital Project BPL1A Housing Implementation Fund II to fund a portion of the infrastructure improvements associated but not be limited to, construction of structured parking, on-site and off-site paving, curbing, sidewalks, storm water detention, drainage systems, sanitary sewer system, water lines, lighting, signage, landscaping, construction management and County administrative costs; and

WHEREAS, the Development proposes to include green technology such as high efficiency windows, energy efficient appliances, lighting and heating systems and water-conserving fixtures to maximize energy efficiency, reduce heating and cooling costs and conserve natural resources; and

WHEREAS, the Development is subject to approvals by the City of Yonkers; and

WHEREAS, the Development has provided a revised development underwriting showing

NYS Brownfield Tax Credit Equity replacing Greenhouse Gas Reduction Fund as a funding source; and

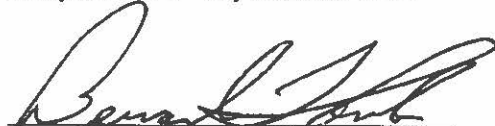
WHEREAS, the funding to support the development of the Affordable AFFH Units is consistent with and reinforces *Westchester 2025 – Policies to Guide County Planning*, the County Planning Board's adopted long-range land use and development policies, by contributing to the development of "a range of housing types" "affordable to all income levels;" and

WHEREAS, the staff of the County Department of Planning have reviewed the proposal and recommend the requested funding associated with the construction of the infrastructure improvements; and

RESOLVED, that the Westchester County Planning Board after completing a review of the physical planning aspects of the Development, supports the request to provide a not to exceed amount of \$4,050,000 for infrastructure improvements for the Development under the terms of the HIF Program, which will support the creation of 160 Affordable AFFH Units which will be available to households who earn at or below 50% and up to 80% of AMI, located at 632-636 South Broadway in the City of Yonkers; and

RESOLVED, that the Westchester County Planning Board amends its report on the 2025 Capital Project Requests to include 632-636 South Broadway in the City of Yonkers, as a new component project in Capital Project BPL1A under the heading of Buildings, Land and Miscellaneous.

Adopted this 3th day of June 2025.


Bernard Thombs, Chair

RESOLUTION 25- 141

WESTCHESTER COUNTY PLANNING BOARD

**New Homes Land Acquisition II
Capital Project Funding Request
632-636 South Broadway,
City of Yonkers**

WHEREAS, the County of Westchester (the "County") has established Capital Project BPL30 New Homes Land Acquisition II ("NHLA") to assist in the acquisition of property associated with the development and preservation of fair and affordable housing; and

WHEREAS, Macquesten Development LLC (the "Developer"), its successors or assigns, desires to develop the real property located at 632-636 South Broadway in the City of Yonkers (the "City"), identified on the tax maps as Section 1; Block 29; Lot: 1 (the "Property") to create 160 residential units (collectively the "Development"). All 160 units will be affordable residential units that will affirmatively further fair housing (the "Affordable AFFH Units"); and

WHEREAS, the County proposes to purchase the Property from the owner of record, for a not to exceed amount of \$5,900,000 with funds from NHLA and subsequently convey the Property to the Developer for One (\$1.00) Dollar to underwrite the cost of the land; and

WHEREAS, upon acquisition, the County will file a Declaration of Restrictive Covenants to require that the Affordable AFFH Units constructed on the Property be leased to households who earn at or below 50% and up to 80% of the Westchester County Area Median Income ("AMI"); and

WHEREAS, the County will transfer ownership of the Property to the Developer to construct a mix of studio, one, two and three-bedroom apartments to be leased to eligible households, pursuant to an approved Affirmative Fair Housing Marketing Plan, for a minimum of 50 years; and

WHEREAS, in furtherance of the above, the County Executive will be submitting legislation to the Board of Legislators to amend Capital Project BPL37 NHLA III to add the Property, 632-636 South Broadway; City of Yonkers, and authorize bonding in a not to exceed amount of \$5,900,000 to develop the Property; and

WHEREAS, the Development is subject to approvals by the City of Yonkers; and

WHEREAS, the Development will provide a revised development underwriting showing NYS Brownfield Tax Credit Equity replacing Greenhouse Gas Reduction Fund as a funding source; and

WHEREAS, the funding to support the development of the Affordable AFFH Units is

consistent with and reinforces *Westchester 2025 – Policies to Guide County Planning*, the County Planning Board's adopted long-range land use and development policies, by contributing to the development of "a range of housing types" "affordable to all income levels"; and

WHEREAS, the staff of the County Department of Planning have reviewed the proposal and recommend the requested funding associated with acquisition of the Property; and

RESOLVED, that the Westchester County Planning Board after completing a review of the physical planning aspects of the Affordable AFFH Units, subject to an appraisal, recommends that the County provide financial assistance in a not-to-exceed amount of \$5,900,000 from BPL37 NHLA III for property acquisition; and be it further


RESOLVED, that the Westchester County Planning Board amends its report on the 2025 Capital Project requests to include 632-636 South Broadway in the City of Yonkers, as a new component project in Capital Project BPL37 NHLA III under the heading of Buildings, Land and Miscellaneous.

Adopted this 3th day of June 2025.



Bernard Thombs, Chair

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

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

DATE: July 31, 2025

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR
BPL37 NEW HOMES LAND ACQUISITION III
BPL1A HOUSING IMPLEMENTATION FUND II
632 AKA 636 SOUTH BROADWAY, YONKERS**

Pursuant to your request, Environmental Planning staff has reviewed the above referenced project with respect to the State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617 (SEQR).

The action involves the provision of County funding under capital projects BPL37 – New Homes Land Acquisition III (Fact Sheet ID: 3002) and BPL1A – Housing Implementation Fund II (Fact Sheet ID: 3003) to facilitate the development of affordable housing at 632—also known as 636—South Broadway in the City of Yonkers. County BPL37 funds will be applied towards the purchase of approximately 0.38 acres of property, which will be transferred to a developer, who will create approximately 160 units of affordable rental housing that will affirmatively further fair housing. The project will include the construction of a new 16-story building and approximately 146 on-site parking spaces to serve the residents. BPL1A funds will be used towards infrastructure improvements, such as new ramps, concrete flooring, drainage, electrical systems fire suppression systems, signage, landscaping and waterproofing.

In accordance with SEQR, the City of Yonkers Zoning Board of Appeals (ZBA) classified this project as a Type I action. On November 17, 2022, the Yonkers ZBA sent out a notice of intent to serve as lead agency, along with Part 1 of a Full Environmental Assessment Form. On February 17, 2023, the Yonkers ZBA sent out a Negative Declaration notice for the project. Since the City undertook coordinated review and the County of Westchester was included in the coordinated review process, 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/cnm

Att.

cc: Blanca Lopez, Commissioner
Carla Chaves, Senior Assistant County Attorney
Susan Darling, Chief Planner
Michael Lipkin, Associate Planner
Claudia Maxwell, Principal Environmental Planner

ACT NO. -20__

BOND ACT AUTHORIZING THE ISSUANCE OF \$5,900,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE PURCHASE OF REAL PROPERTY LOCATED AT 632-636 SOUTH BROADWAY, IN THE CITY OF YONKERS, IN ORDER TO AFFIRMATIVELY FURTHER FAIR HOUSING (“AFFH”) PURSUANT TO THE COUNTY’S NEW HOMES LAND ACQUISITION PROJECT; STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$5,900,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$5,900,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS (Adopted , 20__)

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

Section 1. Pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the “Law”), the Westchester County Administrative Code, being Chapter 852 of the Laws of 1948, as amended, and other laws applicable thereto, bonds of the County in the aggregate amount of \$5,900,000, or so much thereof as may be necessary, are hereby authorized to be issued to finance the cost of the purchase of approximately 16,640 square feet of real property located at 632-636 South Broadway, in the City of Yonkers and identified on the tax maps as Section 1: Block 29: Lot 1 (the “AFFH Property”) from the current owner(s) of record at a cost of \$5,900,000, including acquisition and settlement

costs, in order to support the construction of 160 affordable housing units that will affirmatively further fair housing (“AFFH”). The County will file, or cause to be filed, a Declaration of Restrictive Covenants in the Westchester County Clerk’s office requiring that the AFFH Property remain affordable for a period of not less than 50 years. The funding requested herein is in support of the construction of 160 affordable AFFH rental units, including 146 parking spaces, at the aggregate estimated maximum cost of \$5,900,000 for the acquisition of the AFFH Property. The AFFH Property shall be acquired by the County, subjected to said Declaration of Restrictive Covenants and subsequently conveyed to Macquesten Development, LLC (the “Developer”), its successors or assigns. The County’s acquisition of the AFFH Property is 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 and the Statement of Need, such Budget and Statement of Need shall be deemed and are hereby amended. The estimated maximum cost of said object or purpose, including preliminary costs and costs incidental thereto and the financing thereof, is \$5,900,000. The plan of financing includes the issuance of \$5,900,000 bonds herein authorized, and any bond anticipation notes issued in anticipation of the sale of such bonds, and the levy and collection of a tax on taxable real property in the County to pay the principal of and interest on said bonds and notes.

Section 2. The period of probable usefulness for which said \$5,900,000 bonds are authorized to be issued, within the limitations of Section 11.00 a. 21 of the Law, is thirty (30) years.

Section 3. The County intends to finance, on an interim basis, the costs or a portion of the costs of said object or purpose 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 Bond Act, in the maximum amount of \$5,900,000. This Act is a declaration of official intent adopted pursuant to the requirements of Treasury Regulation Section 1.150-2.

Section 4. The estimate of \$5,900,000 as the estimated maximum cost of the aforesaid object or purpose is hereby approved.

Section 5. Subject to the provisions of this Act and of the Law, and pursuant to the provisions of section 30.00 relative to the authorization of the issuance of bond anticipation notes and the renewals thereof, and of sections 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, and 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 bonds herein authorized, and of any notes issued in anticipation of the sale of said bonds and 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 section 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 and the renewals of said notes, and provision shall be made annually in the budgets of the County by appropriation for (a) the amortization and redemption of the notes and bonds to mature in such year and (b) the payment of interest to be due and payable in such year.

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

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

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

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

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

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

* * *

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

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

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

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

(SEAL)

LEGAL NOTICE

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

ACT NO. _____-20__

BOND ACT AUTHORIZING THE ISSUANCE OF \$5,900,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE PURCHASE OF REAL PROPERTY LOCATED AT 632-636 SOUTH BROADWAY, IN THE CITY OF YONKERS, IN ORDER TO AFFIRMATIVELY FURTHER FAIR HOUSING ("AFFH") PURSUANT TO THE COUNTY'S NEW HOMES LAND ACQUISITION PROJECT; STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$5,900,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$5,900,000 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 purchase of approximately 16,640 square feet of real property located at 632-636 South Broadway, in the City of Yonkers and identified on the tax maps as Section 1: Block 29: Lot 1 (the "AFFH Property") from the current owner(s) of record at a cost of \$5,900,000, including acquisition and settlement costs, in order to support the construction of 160 affordable housing units that will affirmatively further fair housing ("AFFH"). The County will file, or cause to be filed, a Declaration of Restrictive Covenants in the Westchester County Clerk's office requiring that the AFFH Property remain affordable for a period of not less than 50 years. The funding requested herein is in support of the construction of 160 affordable AFFH rental units, including 146 parking spaces, at the aggregate estimated maximum cost of \$5,900,000 for the acquisition of the AFFH Property. The AFFH Property shall be acquired by the County, subjected to said Declaration of Restrictive Covenants and subsequently conveyed to Macquesten Development, LLC (the

“Developer”), its successors or assigns. The County’s acquisition of the AFFH Property is set forth in the County’s Current Year Capital Budget, as amended.


Amount of obligations to be issued
and period of probable usefulness:

\$5,900,000 - 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

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: <u>BPL37</u>		<input type="checkbox"/> NO FISCAL IMPACT PROJECTED	
SECTION A - CAPITAL BUDGET IMPACT To Be Completed by Budget			
<input checked="" type="checkbox"/> GENERAL FUND	<input type="checkbox"/> AIRPORT FUND	<input type="checkbox"/> SPECIAL DISTRICTS FUND	
Source of County Funds (check one):		<input checked="" type="checkbox"/> Current Appropriations <input type="checkbox"/> Capital Budget Amendment	
632-636 South Broadway, City of Yonkers			
SECTION B - BONDING AUTHORIZATIONS To Be Completed by Finance			
Total Principal	\$	5,900,000	PPU 30 Anticipated Interest Rate 4.54%
Anticipated Annual Cost (Principal and Interest):		\$	367,772
Total Debt Service (Annual Cost x Term):		\$	11,033,160
Finance Department: Interest rates from August 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): <hr/> <hr/>			
SECTION D - EMPLOYMENT As per federal guidelines, each \$92,000 of appropriation funds one FTE Job			
Number of Full Time Equivalent (FTE) Jobs Funded:		N/A	
Prepared by:	<u>Blanca P. Lopez</u>		
Title:	<u>Commissioner</u>		
Department:	<u>Planning</u>		
Date:	<u>8/19/25</u>		
Reviewed By:		 Budget Director <u>8/20/25</u>	

Capital Project Fact Sheet Form

Project ID: *

BPL37

☒ CBA

Project Title: *

NEW HOMES LAND ACQUISITION
III (2024-33)

Fact Sheet Date: *

07/15/2025

Fact Sheet Year *

2025

Legislative District ID:

17

Category *

BUILDINGS, LAND &
MISCELLANEOUS

Department *

PLANNING

Unique Identifier

3002

Overall Project Description

This project provides funds to acquire property for the construction of fair and affordable housing. The purpose of the New Homes Land Acquisition (NHLA) Fund is to increase the inventory of available properties for fair and affordable housing development. In addition to the acquisition cost of properties, other costs associated with, and often required for, site acquisition may be considered eligible costs to be funded through the NHLA program. Such associated costs may include, but are not limited to, closing costs, appraisals, property surveys, environmental assessments, hazardous materials reports and demolition of existing structures. Funds can be used in all municipalities.

☐ Best Management

☐ Energy Efficiencies

☐ Infrastructure

☐ Life Safety

☐ Project Labor Agreement

☐ Revenue

☐ Security

☒ Other

Other Details

Five Year Capital Program (in Thousands)

	Estimate d Ultimate Total Cost	Prior Appropri ation	2025	2026	2027	2028	2029	Under Review
Gross	220,000	25,000	25,000	25,000	25,000	25,000	25,000	70,000
Less Non- County Shares	0	0	0	0	0	0	0	0
Net	220,000	25,000	25,000	25,000	25,000	25,000	25,000	70,000

Expended Obligated Amount (in thousands)

0

Current Bond Request / Description:

Bonding is requested to finance the acquisition of approximately 16,640 square feet of real property located at 632-636 South Broadway in the City of Yonkers and identified on the tax maps as Section 1: Block 29; Lot: 1 (the "Property") in order to construct 160 units of rental housing (includes one employee unit) that will Affirmatively Further Fair Housing (the "Affordable AFFH Units"). The Development will also include 146 parking spaces for residents.

Financing Plan for Current Request:

Bond/Notes:	5,900,000
Cash:	0
Non-county Shares:	0
Total:	5,900,000

SEQR Classification

TYPE I

Amount Requested

5,900,000

PPU

Description	Amount	Years
-------------	--------	-------

Expected Design Work Provider

☐ County Staff ☐ Consultant ☒ Not Applicable

Comments

A Capital Budget Amendment ("CBA") is requested to add the property to Capital Projects BPL37 and to authorize the County to purchase the land and structure from the current owner for an amount not to exceed \$5,900,000 to support the construction of a sixteen story residential building with 160 Affordable AFFH rental units (including one employee unit) and 146 parking spaces. Upon acquisition, the County will file a Declaration of Restrictive Covenants to require that the units will be marketed to households who earn less than 50% and up to 80% of the County Area Median Income for a period of no less than 50 years, and further that the units will be leased and marketed to eligible households under an approved Affordable Housing Marketing plan. The County will then convey ownership to Macquesten Development, LLC (the "Developer") its successors or assigns for one dollar (\$1.00).

Energy Efficiencies:

THE BUILDING WILL BE CONSTRUCTED WITH ENERGY EFFICIENT APPLIANCES, LIGHTING, HEATING AND COOLING SYSTEMS, WATER CONSERVING FIXTURES. THE BUILDING WILL ALSO INCORPORATE THE USE OF HIGH PERFORMANCE ENVELOPE INSULATION AND AIR SEALING. WILL INCLUDE 6 LE

Appropriation History

Appropriation Year	Amount	Description
2024	25,000,000	FUNDS THIS PROJECT
2025	25,000,000	CONTINUATION OF THIS PROJECT

Total Appropriation History
50,000,000

Financing History

Year	Bond Act #	Amount	Issued Amount	Description
------	------------	--------	---------------	-------------

Cash History

Year	Amount	Description
------	--------	-------------

Financing History Total
0

Recommended By:

Department of Planning
MLLL

Date
07/23/2025

Department of Public Works
RJB4

Date
07/29/2025

Budget Department
DEV9

Date
08/01/2025

Requesting Department
MLLL

Date
08/04/2025

NEW HOMES LAND ACQUISITION III (2024-33) (BPL37)

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	220,000	25,000		25,000	25,000	25,000	25,000	25,000	70,000
Non County Share									
Total	220,000	25,000		25,000	25,000	25,000	25,000	25,000	70,000

Project Description

This project provides funds to acquire property for the construction of fair and affordable housing. The purpose of the New Homes Land Acquisition (NHLA) Fund is to increase the inventory of available properties for fair and affordable housing development. In addition to the acquisition cost of properties, other costs associated with, and often required for, site acquisition may be considered eligible costs to be funded through the NHLA program. Such associated costs may include, but are not limited to, closing costs, appraisals, property surveys, environmental assessments, hazardous materials reports and demolition of existing structures. Funds can be used in all municipalities.

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	25,000,000			25,000,000

Impact on Operating Budget

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

Appropriation History

Year	Amount	Description	Status
2024	25,000,000	Funds this project	AWAITING BOND AUTHORIZATION
Total	25,000,000		

Prior Appropriations

	Appropriated	Collected	Uncollected
Bond Proceeds	25,000,000		25,000,000
Total	25,000,000		25,000,000

ACT NO. - 2025

AN ACT authorizing the County of Westchester to purchase approximately +/- 16,640 square feet of real property located at 632-636 South Broadway in the City of Yonkers and to subsequently convey said property, as well as authorizing the County to grant and accept any property rights necessary in furtherance thereof, for the purpose of constructing a new building with 160 affordable rental units that will affirmatively further fair housing and remain affordable for a period of not less than fifty (50) years.

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 purchase from the current owner(s) of record approximately +/- 16,640 square feet of real property located at 632-636 South Broadway in the City of Yonkers, (the “Property”) to construct a new building with 160 affordable rental housing units that will affirmatively further fair housing (the “Affordable AFFH Units”) as set forth in 42 U.S.C. Section 5304(b)(2).

§2. The County is hereby authorized to purchase the Property from the current owner(s) of record for an amount not to exceed FIVE MILLION NINE HUNDRED THOUSAND (\$5,900,000) DOLLARS.

§3. The County is hereby authorized to convey the Property to Macquesten Development, LLC, its successors or assigns or any entity created to carry out the purposes of the transaction, for One (\$1.00) Dollar to construct the Affordable AFFH Units that will be marketed and leased to households earning at or below 50% and up to 80% of the Westchester County area median income, that will remain affordable for a period of not less than fifty (50) years, and will be marketed and leased in accordance with an approved affirmative fair housing marketing plan, noting that the income limits are subject to change based on the median income levels at the time of initial occupancy and subsequent occupancies, as established by the U.S. Department of Housing and Urban Development.

§4. The County is hereby authorized to file, or cause to be filed, a Declaration of Restrictive Covenants in the Westchester County Clerk's office, which will run with the land and bind the Property and any successor(s) in interest, requiring that the Affordable AFFH Units be maintained and marketed in accordance thereto for a period of not less than fifty (50) years.

§5. The period of affordability of the Affordable AFFH Units shall be a minimum of fifty (50) years.

§6. The County is hereby authorized to grant and accept any and all property rights necessary in furtherance hereof.

§7. The transfers of the Property shall be by such deeds as approved by the County Attorney.

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

§9. This Act shall take effect immediately.

ACT NO. -20__

BOND ACT AUTHORIZING THE ISSUANCE OF \$4,050,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF INFRASTRUCTURE IMPROVEMENTS ASSOCIATED WITH THE CONSTRUCTION OF AFFORDABLE RENTAL UNITS ON PROPERTY LOCATED AT 632-636 SOUTH BROADWAY, IN THE CITY OF YONKERS, IN ORDER TO AFFIRMATIVELY FURTHER FAIR HOUSING (“AFFH”) PURSUANT TO THE COUNTY’S NEW HOMES LAND ACQUISITION PROJECT; STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$4,050,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$4,050,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS (Adopted , 20__)

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

Section 1. Pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the “Law”), the Westchester County Administrative Code, being Chapter 852 of the Laws of 1948, as amended, and other laws applicable thereto, bonds of the County in the aggregate amount of \$4,050,000, or so much thereof as may be necessary, are hereby authorized to be issued to finance the cost of infrastructure improvements associated with the construction of affordable rental units on property located at 632-636 South Broadway, in the City of Yonkers and identified on the tax maps as Section 1: Block 29:

Lot 1 (the “AFFH Property”) at a cost of \$4,050,000, including related costs incurred by the County, which may include construction management and engineering costs, and staff and legal fees, in order to support the construction of affordable housing units that will affirmatively further fair housing (“AFFH”). The infrastructure improvements may include, but shall not be limited to, new ramps, concrete flooring, drainage, electrical systems, fire suppression systems, signage, landscaping, waterproofing, construction management and County administrative costs. The County will file a Declaration of Restrictive Covenants in the Westchester County Clerk’s office requiring that the AFFH Property remain affordable for a period of not less than 50 years. The funding requested herein is in support of the construction of 160 Affordable AFFH rental units at the aggregate estimated maximum cost of \$4,050,000 for said infrastructure improvements. The County shall enter into an Inter-municipal/Developer agreement with the City of Yonkers and Macquesten Development, LLC, (the “Developer”), its successors or assigns, to finance eligible infrastructure improvements associated with the construction of said 160 affordable AFFH rental units (the “Development”). The cost of infrastructure improvements for the AFFH Property is 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 and the Statement of Need, such Budget and Statement of Need shall be deemed and are hereby amended. The estimated maximum cost of said object or purpose, including preliminary costs and costs incidental thereto and the financing thereof, is \$4,050,000. The plan of financing includes the issuance of \$4,050,000 bonds herein authorized, and any bond anticipation notes issued in anticipation of the sale of such bonds, and the levy and collection of a tax on taxable real property in the County to pay the principal of and interest on said bonds and notes.

Section 2. The period of probable usefulness for which said \$4,050,000 bonds are authorized to be issued, within the limitations of Section 11.00 a. 91 of the Law, is fifteen (15) years.

Section 3. The County intends to finance, on an interim basis, the costs or a portion of the costs of said object or purpose 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 Bond Act, in the maximum amount of \$4,050,000. This Act is a declaration of official intent adopted pursuant to the requirements of Treasury Regulation Section 1.150-2.

Section 4. The estimate of \$4,050,000 as the estimated maximum cost of the aforesaid object or purpose is hereby approved.

Section 5. Subject to the provisions of this Act and of the Law, and pursuant to the provisions of section 30.00 relative to the authorization of the issuance of bond anticipation notes and the renewals thereof, and of sections 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, and 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 bonds herein authorized, and of any notes issued in anticipation of the sale of said bonds and 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 section 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 and the renewals of said notes, and provision shall be made annually in the budgets of the County by appropriation for (a) the amortization and redemption of the notes and bonds to mature in such year and (b) the payment of interest to be due and payable in such year.

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

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

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

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

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

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

* * *

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

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

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

Clerk and Chief Administrative Officer of the County Board of Legislators of the 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 \$4,050,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF INFRASTRUCTURE IMPROVEMENTS ASSOCIATED WITH THE CONSTRUCTION OF AFFORDABLE RENTAL UNITS ON PROPERTY LOCATED AT 632-636 SOUTH BROADWAY, IN THE CITY OF YONKERS, IN ORDER TO AFFIRMATIVELY FURTHER FAIR HOUSING ("AFFH") PURSUANT TO THE COUNTY'S NEW HOMES LAND ACQUISITION PROJECT; STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$4,050,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$4,050,000 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 infrastructure improvements associated with the construction of affordable rental units on property located at 632-636 South Broadway, in the City of Yonkers and identified on the tax maps as Section 1: Block 29: Lot 1 (the "AFFH Property") at a cost of \$4,050,000, including related costs incurred by the County, which may include construction management and engineering costs, and staff and legal fees, in order to support the construction of affordable housing units that will affirmatively further fair housing ("AFFH"); the infrastructure improvements may include, but shall not be limited to, new ramps, concrete flooring, drainage, electrical systems, fire suppression systems, signage, landscaping, waterproofing, construction management and County administrative costs. The County will file a Declaration of Restrictive Covenants in the Westchester County Clerk's office requiring that the AFFH Property remain affordable for a period of not less than 50 years; the funding requested

herein is in support of the construction of 160 Affordable AFFH rental units at the aggregate estimated maximum cost of \$4,050,000 for said infrastructure improvements; the County shall enter into an Inter-municipal/Developer agreement with the City of Yonkers and Macquesten Development, LLC, (the "Developer"), its successors or assigns, to finance eligible infrastructure improvements associated with the construction of said 160 affordable AFFH rental units (the "Development"); the cost of infrastructure improvements for the AFFH Property is set forth in the County's Current Year Capital Budget, as amended.

Amount of obligations to be issued
and period of probable usefulness: \$4,050,000 - 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

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: BPL1A

☐ 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

632-636 South Broadway, City of Yonkers

SECTION B - BONDING AUTHORIZATIONS

To Be Completed by Finance

Total Principal \$ 4,050,000 PPU 15 Anticipated Interest Rate 3.50%

Anticipated Annual Cost (Principal and Interest): \$ 352,999

Total Debt Service (Annual Cost x Term): \$ 5,294,985

Finance Department: Interest rates from August 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: n/a

Prepared by: Blanca P. Lopez

Title: Commissioner

Department: Planning

Date: 8/19/25

Reviewed By:

*DV 8.19.25
@ 8/19/25*

Date:

[Signature]
Budget Director

8/20/25

Capital Project Fact Sheet Form

Project ID: *

BPL1A

☒ CBA

Fact Sheet Date: *

07/15/2025

Fact Sheet Year *

2025

Project Title: *

HOUSING IMPLEMENTATION
FUND II

Legislative District ID:

17

Category *

BUILDINGS, LAND &
MISCELLANEOUS

Department *

PLANNING

Unique Identifier

3003

Overall Project Description

This project continues the funding for the Westchester County Housing Implementation Fund (HIF) previously funded under BPL01. HIF is a unique housing incentive program established to provide municipalities with funds for public infrastructure and improvements such as water, sanitary and storm sewer, road and site improvements needed to facilitate the construction or rehabilitation of fair and affordable housing. This is a general fund, specific projects are subject to a Capital Budget Amendment.

☐ Best Management

☐ Energy Efficiencies

☐ Infrastructure

☐ Life Safety

☐ Project Labor Agreement

☐ Revenue

☐ Security

☒ Other

Other Details

Five Year Capital Program (in Thousands)

	Estimate d Ultimate Total Cost	Prior Appropri ation	2025	2026	2027	2028	2029	Under Review
Gross	86,060	86,060	0	0	0	0	0	0
Less Non- County Shares	0	0	0	0	0	0	0	0
Net	86,060	86,060	0	0	0	0	0	0

Expended Obligated Amount (in thousands)

32,056

Current Bond Request / Description:

Bonding is requested to provide funding for certain infrastructure improvements for a 160 unit 100% affordable AFFH apartment building at 632-636 South Broadway in the City of Yonkers. 146 Parking spaces will be available on-site for residents.

Financing Plan for Current Request:

Bond/Notes: 4,050,000

Cash: 0

Non-county
Shares: 0

Total: 4,050,000

SEQR Classification

TYPE I

Amount Requested

4,050,000

PPU

Description	Amount	Years
-------------	--------	-------

Expected Design Work Provider

☐ County Staff

☐ Consultant

☒ Not Applicable

Comments

The County will enter into an Inter-Municipal/Developer Agreement with the City of Yonkers, and Macquesten Development LLC, its successors or assigns (the "Developer") to finance eligible infrastructure improvements associated with multi-family development to be constructed at 632-636 South Broadway in the City of Yonkers (the "City"), identified on the tax maps as Section 1, Block 29, Lot 1 (the "Property"). The City will be responsible for operation and maintenance of the infrastructure and the County shall own the infrastructure improvements for the life of the County bonds. The developer will construct a sixteen-story building with 160 apartments all of which will affirmatively furthering fair housing (the "Affordable AFFH Units") which will be affordable to households who earn at or below 50% and up to 80% of Westchester County's Area Median Income.

The building will have two elevators and residential amenities such as a fitness center, an onsite management office, a resident lounge, bicycle storage and laundry facilities. The building will have 7 studios, 69 one-bedroom, 64 two-bedroom, and 20 three-bedroom apartments and 146 on-site parking spaces reserved for residents.

A total of \$4,050,000 will finance the construction of infrastructure improvements that may include but will not be limited to: new ramps, concrete flooring, drainage, electrical systems, fire suppression systems, signage, landscaping, waterproofing, construction management and County administrative costs.

A deed restriction will be filed against the Property to require that the Affordable AFFH Units be marketed and leased in accordance with an approved affirmative fair housing marketing plan to eligible households for a period of not less than 50 years.

Energy Efficiencies:

THE BUILDING WILL BE CONSTRUCTED WITH ENERGY EFFICIENT APPLIANCES, LIGHTING, HEATING AND COOLING SYSTEMS, WATER CONSERVING FIXTURES. THE BUILDING WILL ALSO INCORPORATE THE USE OF HIGH PERFORMANCE ENVELOPE INSULATION AND AIR SEALING. WILL ALSO INCLUDE

Appropriation History

Appropriation Year	Amount	Description
2014	5,000,000	PUBLIC INFRASTRUCTURE IMPROVEMENTS
2015	3,000,000	PUBLIC INFRASTRUCTURE IMPROVEMENTS
2016	2,500,000	PUBLIC INFRASTRUCTURE IMPROVEMENTS
2017	3,500,000	GREENBURGH MANHATTAN AVE REDEVELOPMENT SENIOR HOUSING - \$1,000,000; CONTINUATION OF THIS PROJECT -\$2,500,000
2018	4,150,000	CONTINUATION OF THIS PROJECT.
2019	5,910,000	CONTINUATION OF THIS PROJECT
2020	10,000,000	CONTINUATION OF THIS PROJECT
2021	12,000,000	CONTINUATION OF THIS PROJECT \$10,000,000 ; INFRASTRUCTURE BROADBAND \$2,000,000
2022	25,000,000	CONTINUATION OF THIS PROJECT
2023	15,000,000	CONTINUATION OF THIS PROJECT

Total Appropriation History

86,060,000

Financing History

Year	Bond Act #	Amount	Issued Amount	Description
15	164	0	0	INFRASTRUCTURE IMPROVEMENTS AT 16 ROUTE 6 IN TOWN OF SOMERS
15	170	2,400,000	2,399,394	FAH DEVELOPMENT AT 150 NORTH STREET AND THEODORE FREMD AVE IN CITY OF RYE
15	206	500,000	494,505	147, 165 AND 175 RAILROAD AVENUE, BEDFORD HILLS INFRASTRUCTURE IMPROVEMENTS
17	174	2,250,000	2,222,696	CONSTRUCTION OF INFRASTRUCTURE IMPROVEMENTS TO 1847 CROMPOND ROAD PEEKSKILL
17	210	0	0	CONSTRUCTION OF INFRASTRUCTURE IMPROVEMENTS AT 501 BROADWAY IN VILLAGE OF BUCHANAN
18	84	2,400,000	2,110,035	CONSTRUCTION OF CERTAIN PUBLIC INFRASTRUCTION IMPROVEMENTS IN SUPPORT OF HIDDEN MEADOWS DEVELOPMENT
18	156	0	0	CONSTRUCTION OF INFRASTRUCTURE IMPROVEMENTS FOR DEVELOPMENT OF AFFORDABLE HOUSING IN NEW ROCHELLE
18	188	1,300,000	1,155,841	INFRASTRUCTURE ASSOCIATED WITH CONSTRUCTION OF AFFORDABLE UNITS AT 25 SOUT REGENT ST IN PORT CHESTER
18	183	4,400,000	4,147,688	INFRASTRUCTURE ASSOCIATED WITH AFFORDABLE HOUSING AT 135 S. LEXINGTON AVE IN WHITE PLAINS
19	72	0	0	RESCINDING ACT NO. 156-2018, INFRASTRUCTURE IMPROVEMENTS IN NEW ROCHELLE
19	180	0	0	RESCINDS BOND ACT 210-2017
19	179	2,500,000	0	CONSTRUCTION OF AFFORDABLE RENTAL UNITS AT 11 GRADEN STREET, NEW ROCHELLE
19	152	5,760,000	5,760,004	CONSTRUCTION OF AFFORDABLE RENTAL UNITS AT 645 MAIN STREET IN PEEKSKILL
20	51	5,000,000	5,000,008	COST OF INFRASTRUCTURE IMPROVEMENTS OF AFFORDABLE HOUSING UNITS IN NEW ROCHELLE
20	97	5,000,000	3,829,041	COST OF INFRASTRUCTURE IMPROVEMENTS OF AFFORDABLE HOUSING UNITS IN YONKERS
20	201	2,500,000	0	INFRASTRUCTURE IMPROVEMENTS FOR AFFORDABLE HOUSING UNIT AT 48 MANHATTAN AVE., GREENBURG

Year	Bond Act #	Amount	Issued Amount	Description
22	28	3,500,000	1,704,823	AFFH AND HIF 23 MULBERRY STREET, YONKERS 60 RENTAL UNITS
23	147	5,555,000	0	HOUSING IMPLEMENTATION FUND II - 345 MCLEAN AVE YONKERS
23	58	2,750,000	0	HOUSING IMPLEMENTATION FUND II - 65 LAKE STREET WHITE PLAINS
24	145	8,134,000	0	

Cash History

Year	Amount	Description
------	--------	-------------

Financing History Total

53,949,000

Recommended By:

Department of Planning
MLLL

Date
07/23/2025

Department of Public Works
RJB4

Date
07/23/2025

Budget Department
DEV9

Date
07/24/2025

Requesting Department
MLLL

Date
07/29/2025



HOUSING IMPLEMENTATION FUND II (BPL1A)

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	86,060	86,060	32,047						
Non County Share			72						
Total	86,060	86,060	32,119						

Project Description

This project continues the funding for the Westchester County Housing Implementation Fund (HIF) previously funded under BPL01. HIF is a unique housing incentive program established to provide municipalities with funds for public infrastructure and improvements such as water, sanitary and storm sewer, road and site improvements needed to facilitate the construction or rehabilitation of fair and affordable housing. 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
2014	5,000,000	Public infrastructure improvements	COMPLETE
2015	3,000,000	Public infrastructure improvements	COMPLETE
2016	2,500,000	Public infrastructure improvements	COMPLETE
2017	3,500,000	Greenburgh Manhattan Ave Redevelopment Senior Housing - \$1,000,000; continuation of this project -\$2,500,000	COMPLETE
2018	4,150,000	Continuation of this project.	COMPLETE
2019	5,910,000	Continuation of this project	COMPLETE
2020	10,000,000	Continuation of this project	IN PROGRESS
2021	12,000,000	Continuation of this project \$10,000,000 ; Infrastructure Broadband \$2,000,000	IN PROGRESS
2022	25,000,000	Continuation of this project	\$8,000,000 IN PROGRESS; \$17,000,000 AWAITING BOND AUTHORIZATION
2023	15,000,000	Continuation of this project	AWAITING BOND AUTHORIZATION
Total	86,060,000		

HOUSING IMPLEMENTATION FUND II (BPL1A)

Prior Appropriations

	Appropriated	Collected	Uncollected
Bond Proceeds	86,060,000	26,648,042	59,411,958
Others		(71,958)	71,958
Total	86,060,000	26,576,084	59,483,916

Bonds Authorized

Bond Act	Amount	Date Sold	Amount Sold	Balance
164 15				
170 15	2,400,000	12/15/17	1,053,460	605
		12/15/17	193,426	
		12/15/17	1,634	
		12/10/18	551,309	
		12/10/19	271,876	
		12/10/19	53,689	
		12/01/22	249,231	
		12/01/22	24,769	
206 15	500,000	12/15/17	262,311	5,494
		12/15/17	48,163	
		12/15/17	407	
		12/10/18	183,625	
174 17	2,250,000	12/10/18	24,138	27,303
		12/10/19	127,644	
		12/10/19	25,207	
		04/30/20	192,926	
		10/28/20	985,486	
		10/28/20	138,079	
		10/28/20	38,077	
		10/28/20	(38,077)	
		12/01/21	445,116	
		12/01/22	258,419	
		12/01/22	25,682	
210 17				
84 18	2,400,000	12/10/19	270,781	437,986
		12/10/19	53,472	
		04/30/20	560,358	
		10/28/20	389,869	
		10/28/20	54,626	
		10/28/20	15,064	
		10/28/20	(15,064)	
		12/01/21	632,909	

HOUSING IMPLEMENTATION FUND II (BPL1A)

156	18				
188	18	1,300,000	04/30/20	27,188	144,159
			10/28/20	487,032	
			10/28/20	68,239	
			10/28/20	18,818	
			12/01/21	294,989	
			12/01/22	207,794	
			12/01/22	20,651	
			11/30/23	28,340	
			11/30/23	2,792	
183	18	4,400,000	12/01/21	1,765,006	399,018
			12/01/22	1,282,442	
			12/01/22	127,450	
			11/30/23	752,011	
			11/30/23	74,073	
72	19				
152	19	5,760,000	12/01/21	2,419,574	(5)
			12/01/22	2,776,495	
			12/01/22	275,931	
			11/30/23	262,180	
			11/30/23	25,825	
179	19	2,500,000			2,500,000
180	19				
51	20	5,000,000	12/01/21	148,675	(9)
			12/01/22	3,943,713	
			12/01/22	391,930	
			11/30/23	469,449	
			11/30/23	46,241	
97	20	5,000,000	12/01/21	43,723	1,641,751
			12/01/22	1,122,890	
			12/01/22	111,594	
			11/30/23	1,893,528	
			11/30/23	186,513	
201	20	2,500,000			2,500,000

HOUSING IMPLEMENTATION FUND II **(BPL1A)**

28	22	3,500,000	11/30/23	219,576	3,258,796
			11/30/23	21,628	
58	23	2,750,000			2,750,000
147	23	5,555,000			5,555,000
145	24	8,134,000			8,134,000
Total		53,949,000		26,594,902	27,354,098

ACT NO. - 2025

AN ACT authorizing the County of Westchester (the "County") to enter into an inter-municipal developer agreement with the City of Yonkers and Macquesten Development, LLC, its successors or assigns, or any entity created to carry out the purposes of the transaction in order to fund certain infrastructure improvements and authorizing the County to grant and accept any property rights necessary in furtherance thereof, all for the purpose of constructing 160 affordable rental units that will affirmatively further fair housing at 632-636 South Broadway in the City of Yonkers and remain affordable for a period of not less than 50 years.

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 developer agreement (the "IMDA") with the City of Yonkers and Macquesten Development, LLC (the "Developer"), its successors or assigns or any entity created to carry out the purposes of the transaction in order to finance the construction of a portion of the infrastructure improvements associated with the construction of 146 parking spaces and will include, but not be limited to, new ramps, concrete flooring, drainage, electrical systems, fire suppression systems, signage, landscaping, waterproofing, construction management and County administrative costs (the "Infrastructure Improvements") in support of 160 affordable rental units (the "Affordable AFFH Units") which will affirmatively further fair housing ("AFFH") at 632-636 South Broadway in the City of Yonkers, as part of the County's program to ensure the development of new affordable housing. The term of the IMDA will be fifteen (15) years and the County will contribute an amount not to exceed FOUR MILLION FIFTY THOUSAND (\$4,050,000) DOLLARS to finance a portion of the Infrastructure Improvements. The County will have an ownership interest in the Infrastructure Improvements through an easement for a term of fifteen (15) years and will provide that the City of Yonkers, the Developer, its successors or assigns, will be responsible for any and all costs of operation and maintenance of the Infrastructure Improvements.

§2. The IMDA shall require the Developer, its successors or assigns, or any entity created to carry out the purposes of the transaction, as a condition of the County's financing a portion of the Infrastructure Improvements, to record a declaration of restrictive covenants, approved and enforceable by the County, which shall run with the land and bind the property and any successor(s) in interest and will require that the Affordable AFFH Units be maintained and marketed in accordance thereto for a period of not less than fifty (50) years.

§3. The period of affordability of the Affordable AFFH Units shall be a minimum of fifty (50) years.

§4. The County is hereby authorized to grant and accept any property rights necessary in furtherance of the IMDA and the Affordable AFFH Units.

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

§6. This Act shall take effect immediately.