Board of Legislators

Meeting Agenda

800 Michaelian Office Bldg.
148 Martine Avenue, 8th Floor
White Plains, NY 10601
WestchesterLegislatorsNY.gov

Monday, August 3, 2026 **10:00 AM** **Legislative Chamber**

Regular Meeting

CALENDAR 16

Please note: Meetings of the Board of Legislators and its committees are held at the Michaelian Office Building, 148 Martine Avenue, 8th Floor, White Plains, New York, 10601, and livestreamed 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 the meeting and its video recording online on the Westchester County Legislature's website: https://westchestercountyny.legistar.com/. This website also provides the links to documents to be discussed at a given meeting.

CALL TO ORDER

MINUTES APPROVAL

July 20, 2026, 7pm., Regular Meeting

PUBLIC COMMENT

Speakers _____

PUBLIC HEARING

1. 2026-303 **RESO - PH-2026-2027 Proposed Westchester Community College Budget**

A Public Hearing on the proposed 2026-2027 Westchester Community College Budget to be held Monday, August 3, 2026 at 10:30 a.m. and designating which papers will publish the Notice of Public Hearing.

SUBMITTED BY: COMMITTEE ON BUDGET & APPROPRIATIONS

Speakers _____

*See Standing Committee Item # 2026- for back-up.

UNFINISHED BUSINESS

I. COMMUNICATIONS

A. COUNTY EXECUTIVE

1. 2026-350 **IMA-NYSOFA Grant Funds-State-Municipalities**

AN ACT authorizing the County of Westchester to enter into inter-municipal agreements with the municipalities listed in the attached Exhibit "A" for services to be funded with grant funds received from the New York State Office for the Aging under the Community Services for the Elderly program, the Expanded In-Home Services for the Elderly Program, the New York State Transportation Program, the Wellness in Nutrition program, and the Nutrition Services Incentive Program.

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

2. 2026-351 **IMA-NYSOFA Grant Funds-Federal-Municipalities**

AN ACT authorizing the County of Westchester to enter into inter-municipal agreements with the municipalities listed in the attached Exhibit "A" for services to be funded with grant funds received from the New York State Office for the Aging under Titles III-B, III-C, and the Nutrition Services Incentive Program of the Older Americans Act of 1965, as amended.

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

3. 2026-352 **ENV RES-Croton-on-Hudson Easement Agreement**

AN ENVIRONMENTAL RESOLUTION determining that there will be no significant adverse impact on the environment from the Village of Croton Utility Easement Project.

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

4. 2026-353 **ACT-Croton-on-Hudson Easement Agreement**

AN ACT authorizing the County of Westchester to enter into an easement agreement with the Village of Croton-on-Hudson to accept a 20-foot wide by approximately 674-foot long permanent easement for utility and telecommunication purposes on, over, through and across Village-owned land designated as section, block and lot number (Tax Parcel ID No.) 68.14-3-3 on the Tax Maps for the Town of Cortlandt for the benefit the County parcel adjacent to the Village Parcel and designated as Tax Parcel ID No 68,14-4-1 (commonly known as 352 Yorktown Road, Croton-on-Hudson).

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

5. 2026-354 **ACT-Amend Storm Water Reconnaissance Plan-Coastal Long Island Sound**

AN ACT authorizing the County of Westchester to amend the Storm Water Reconnaissance Plan for the Coastal Long Island Sound, adopted by Act No. 134-2014 on August 4, 2014, to add a study identifying areas of significant and/or recurring flooding in Mamaroneck, in

compliance with Article III-A of the Westchester County Storm Water Management Law.
COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND INFRASTRUCTURE & HOUSING

6. 2026-355 **IMA-Flood Mitigation-BPL26 and BPL47-Scarsdale, Mamaroneck, Hastings-on-Hudson**

AN ACT authorizing the County of Westchester to enter into intermunicipal agreements with each of the following municipalities: Scarsdale, Mamaroneck, and Hastings-on-Hudson, in connection with the County's flood mitigation program (Capital Projects BPL 26 & BPL 47 (Unique IDs: 3224, 3227, 3228, 3234, 3275 3246).
COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND INFRASTRUCTURE & HOUSING

7. 2026-356 **BOND ACT-BPL26, BPL47-Flood Mitigation**

A BOND ACT authorizing the issuance of THIRTEEN MILLION, THREE HUNDRED SEVENTY-FIVE THOUSAND ($13,375,000) DOLLARS in bonds of Westchester County to finance a component of Capital Project BPL26 - Flood Mitigation and BPL47 - Flood Mitigation II.
COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND INFRASTRUCTURE & HOUSING

8. 2026-357 **ACT-Amend Storm Water Reconnaissance Plan-Peekskill and Haverstraw Bays**

AN ACT authorizing the County of Westchester to amend the Storm Water Reconnaissance Plan for the Peekskill and Haverstraw Bays, adopted by your Honorable Board by Act No. 135-2014 on August 4, 2014, to add flood problem areas designated by the City of Peekskill in compliance with Article III-A of the Westchester County Storm Water Management Law.
COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND INFRASTRUCTURE & HOUSING

9. 2026-358 **IMA-Flood Mitigation-BPL26-3197-Peekskill**

AN ACT authorizing the County of Westchester to enter into an intermunicipal agreement with the City of Peekskill in connection with a flood mitigation project (Capital Project BPL26 (Unique ID: 3197).
COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND INFRASTRUCTURE & HOUSING

10. 2026-359 **BOND ACT-BPL26-3197-Flood Mitigation-Peekskill**

A BOND ACT authorizing the issuance of TWO HUNDRED TWENTY-FIVE THOUSAND ($225,000) DOLLARS in bonds of Westchester County to finance Capital Project BPL26 - Flood Mitigation.
COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND INFRASTRUCTURE & HOUSING

11. 2026-360 **BOND ACT(Amended)-BPL26-3130-Flood Mitigation-Funding Watershed Plan**

A BOND ACT (Amended) authorizing the issuance of additional bonds in the total amount of THREE MILLION, FIVE HUNDRED THOUSAND ($3,500,000) DOLLARS, which includes TWO MILLION ($2,000,000) DOLLARS in previously issued bonds of Westchester County to finance Capital Project BPL26 - Flood Mitigation (Funding Watershed Plan).

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

12. 2026-361 **BOND ACT-BPL26-3222-Flood Mitigation-Cushman Rd., Scarsdale**

A BOND ACT authorizing the issuance of NINE HUNDRED THOUSAND ($900,000) DOLLARS in bonds of Westchester County to finance Capital Project BPL26 - Flood Mitigation (Cushman Road, Scarsdale, Phase I design) (Unique ID: 3222).

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

13. 2026-362 **IMA-BPL26-3222-Flood Mitigation-Scarsdale**

AN ACT authorizing the County of Westchester to enter into an intermunicipal agreement with the Village of Scarsdale in connection with a flood mitigation project (Capital Project BPL26) (Unique ID: 3222).

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

14. 2026-364 **REAPPT-Women's Advisory Board-Keller**

A RESOLUTION reappointing Michelle Keller as the District 1 representative member of the Westchester County Women's Advisory Board for the term May 12, 2026 to December 31, 2027.

COMMITTEE REFERRAL: COMMITTEE ON APPOINTMENTS

15. 2026-365 **REAPPT-Women's Advisory Board-Smith**

A RESOLUTION reappointing Lauren H. Smith as the District 2 representative member of the Westchester County Women's Advisory Board for the term May 12, 2026 to December 31, 2026.

COMMITTEE REFERRAL: COMMITTEE ON APPOINTMENTS

16. 2026-366 **REAPPT-Women's Advisory Board-Levin**

A RESOLUTION reappointing Rika Kevin as the District 9 representative member of the Westchester County Women's Advisory Board for the term May 12, 2026 to December 31, 2027.

COMMITTEE REFERRAL: COMMITTEE ON APPOINTMENTS

17. 2026-367 **REAPPT-Women's Advisory Board-Winter**

A RESOLUTION reappointing Erica Winter as the District 11 representative member of the Westchester County Women's Advisory Board for the term May 12, 2026 to December 31, 2027.

COMMITTEE REFERRAL: COMMITTEE ON APPOINTMENTS

18. 2026-368 **REAPPT-Women's Advisory Board-Kanusher**

A RESOLUTION reappointing Cindy Kanusher as the District 12 representative member of the Westchester County Women's Advisory Board for the term May 12, 2026 to December 31, 2026.

COMMITTEE REFERRAL: COMMITTEE ON APPOINTMENTS

19. 2026-369 **REAPPT-Women's Advisory Board-Guzman-Santana**

A RESOLUTION reappointing Anietra Guzman-Santana as the District 15 representative member of the Westchester County Women's Advisory Board for the term May 12, 2026 to December 31, 2027.

COMMITTEE REFERRAL: COMMITTEE ON APPOINTMENTS

20. 2026-370 **REAPPT-Women's Advisory Board-Macaulay**

A RESOLUTION reappointing Subomi Macaulay as the District 16 representative member of the Westchester County Women's Advisory Board for the term May 12, 2026 to December 31, 2027.

COMMITTEE REFERRAL: COMMITTEE ON APPOINTMENTS

21. 2026-371 **REAPPT-Women's Advisory Board-Peloso-Barnes**

A RESOLUTION reappointing Julia Peloso-Barnes as an at-large member of the Westchester County Women's Advisory Board for the term May 12, 2026 to December 31, 2027.

COMMITTEE REFERRAL: COMMITTEE ON APPOINTMENTS

22. 2026-373 **REAPPT-Women's Advisory Board-Reyes-D'Agostino**

A RESOLUTION reappointing Patti Reyes-D'Agostino as an at-large member of the Westchester County Women's Advisory Board for the term May 12, 2026 to December 31, 2026.

COMMITTEE REFERRAL: COMMITTEE ON APPOINTMENTS

23. 2026-374 **REAPPT-Women's Advisory Board-Kirschner**

A RESOLUTION reappointing Janice Lubin Kirschner as an at-large member of the Westchester County Women's Advisory Board for the term May 12, 2026 to December 31, 2026.

COMMITTEE REFERRAL: COMMITTEE ON APPOINTMENTS

24. 2026-375 **REAPPT-Women's Advisory Board-Chervokas**

A RESOLUTION reappointing Leslie Chervokas as an at-large member of the Westchester County Women's Advisory Board for the term May 12, 2026 to December 31, 2027.
COMMITTEE REFERRAL: COMMITTEE ON APPOINTMENTS

25. 2026-376 **APPT-Storm Water Advisory Board-Winn**

A RESOLUTION to appoint Kevin Winn as a member of the Westchester County Storm Water Advisory Board for the term June 25, 2026 to December 31, 2027.
COMMITTEE REFERRAL: COMMITTEE ON APPOINTMENTS

26. 2026-377 **BOND ACT(Amended)-SPK12-3261-Peekskill WWTP Mechanical Sludge Handling Upgrades**

A BOND ACT (Amended) authorizing the issuance of additional bonds of Westchester County in the amount of FOUR MILLION, TWO HUNDRED NINETY THOUSAND ($4,290,000) DOLLARS making the total amount FIVE MILLION, SEVEN HUNDRED NINETY THOUSAND ($5.790,000) DOLLARS to finance the construction component of Capital Project SPK12 - Peekskill Waterwaste Treatment Plant Mechanical Sludge Handling Upgrades.
COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND INFRASTRUCTURE & HOUSING

27. 2026-379 **BOND ACT(Amended)-B0116-3108-Infrastructure Rehab., Peekskill D.O. '21-'25**

A BOND ACT (Amended) authorizing the issuance of additional bonds of Westchester County in the amount of TWO MILLION, FIVE HUNDRED THOUSAND ($2,500,000) DOLLARS making the total amount THREE MILLION ($3,000,000) DOLLARS to finance Capital Project B0116 - Infrastructure Rehabilitation, Peekskill District Office (2021-2025) .
COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND INFRASTRUCTURE & HOUSING

28. 2026-381 **ENV RES-BSS22-3272-Infrastructure Improvements to Shelter Facilities-Oasis Center**

AN ENVIRONMENTAL RESOLUTION determining that there will be no significant impact on the environment from Capital Project BSS22 - Infrastructure Improvements to Shelter Facilities - Oasis Center (Unique ID: 3272).
COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS, INFRASTRUCTURE & HOUSING AND SOCIAL SERVICES, DISABILITIES & HUMAN RIGHTS

29. 2026-382 **CBA-BSS22-3272-Infrastructure Improvements to Shelter**

Facilities-Oasis Center

AN ACT amending the 2026 County Capital Budget Appropriations for Capital Project SS22 - Infrastructure Improvements to Shelter Facilities - Oasis Center.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS, INFRASTRUCTURE & HOUSING AND SOCIAL SERVICES, DISABILITIES & HUMAN RIGHTS

30. 2026-383 **BOND ACT-BSS22-3272-Infrastructure Improvements to Shelter Facilities-Oasis Center**

A BOND ACT authorizing the issuance of ELEVEN MILLION, ONE HUNDRED THOUSAND ($11,100,000) DOLLARS in bonds of Westchester County to finance Capital Project BSS22 - Infrastructure Improvements to Shelter Facilities - Oasis Center.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS, INFRASTRUCTURE & HOUSING AND SOCIAL SERVICES, DISABILITIES & HUMAN RIGHTS

31. 2026-384 **ACT-Land Acquisition-19 Washington Avenue, New Rochelle-Oasis Center**

AN ACT authorizing the County of Westchester to purchase real property commonly known as the Oasis Emergency Overnight Shelter, located at 19 Washington Avenue, New Rochelle 10801, and identified as Section 4, Block 1232, Lot 36 on the tax maps of the City of New Rochelle.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS, INFRASTRUCTURE & HOUSING AND SOCIAL SERVICES, DISABILITIES & HUMAN RIGHTS

32. 2026-385 **CBA-B0122-3187-Electrical Substation SE-21, Valhalla Campus**

AN ACT amending the 2026 County Capital Budget Appropriations for Capital Project B0122 Electrical Substation SE-21, Valhalla Campus.

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

33. 2026-386 **BOND ACT(Amended)-B0122-3187-Electrical Substation SE-21, Valhalla Campus**

A BOND ACT (Amended) in the total amount ONE MILLION, SIX HUNDRED FIFTY THOUSAND ($1,650,000) DOLLARS, which includes NINE HUNDRED THOUSAND ($900,000) DOLLARS in previously authorized bonds of the County, to finance Capital Project B0122 - Electrical Substation SE-21, Valhalla Campus.

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

34. 2026-387 **BOND ACTAmended)-B0126-3254-Generator Systems Replacement, Grasslands Campus**

A BOND ACT (Amended) authorizing the issuance of additional bonds of Westchester

County in the amount of THREE MILLION, FIVE HUNDRED TWENTY THOUSAND ($3,520,000) DOLLARS making the total amount THREE MILLION, NINE HUNDRED THOUSAND ($3,900,000) DOLLARS to finance Capital Project B0126 - Generator Systems Replacement, Grasslands campus.

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

35. 2026-388 **BOND ACT(Amended)-RB03T-3244-Greenwich Road Over Mianus River, Bedford**

A BOND ACT (Amended) authorizing the issuance of additional bonds of Westchester County in the amount of FOUR MILLION, EIGHT HUNDRED FIFTY THOUSAND ($4,850,000) DOLLARS, making the total amount FIVE MILLION, EIGHT HUNDRED FIFTY THOUSAND ($5,850,000) DOLLARS to finance Capital Project RB03T - Greenwich Road Over Mianus River, Bedford.

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

36. 2026-389 **BOND ACT-SY058-3303-Yonkers Joint WRRF Info Tech Infrastructure Upgrade**

A BOND ACT authorizing the issuance of EIGHT HUNDRED FIFTY THOUSAND ($850,000) DOLLARS in bonds of Westchester County to finance Capital Project SY058 - Yonkers Joint WRRF (Water Resource and Recovery Facility) Information Technology Infrastructure Upgrade 5.

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

37. 2026-390 **IMA-Lakeland Central School District-School Resource Officers '26-'31**

AN ACT authorizing the County of Westchester to enter into an inter-municipal agreement with Lakeland Central School District to assign three (3) uniformed County police officers to act as School Resource Officers at the Walter Panas High School, the Van Cortlandtville Elementary School, and the Lincoln-Titus Elementary School.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC SAFETY & VETERANS

38. 2026-391 **BOND ACT(Amended)-B0125-3273-Infrastructure Rehabilitation, Record Center, Elmsford**

A BOND ACT (Amended) authorizing the issuance of additional bonds of Westchester County in the amount of TWO MILLION, FIVE HUNDRED THOUSAND ($2,500,000) DOLLARS making the total amount TWO MILLION, EIGHT HUNDRED FIFTY THOUSAND ($2,850,000) DOLLARS to finance Capital Project B0125-Infrastructure Rehabilitation, Record Center, Elmsford.

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

39. 2026-392 **BOND ACT-BPL37-81 Elliott Avenue, Yonkers**

A BOND ACT authorizing the issuance of SIX HUNDRED SEVENTY THOUSAND ($670,000) DOLLARS in bonds of Westchester County to finance Capital Project BPL37 - New Homes Land Acquisition III - Elliott Avenue.

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

40. 2026-393 **ACT-Land Acquisition-81 Elliott Avenue, Yonkers**

AN ACT authorizing the County of Westchester to purchase approximately +/- 0.32 acres of real property located at 81 Elliott Avenue in the City of Yonkers and to subsequently convey said property, and authorizing the County to grant and accept any property rights necessary in furtherance thereof, for the purpose of constructing a new four-story building with 9 affordable homeownership units that will affirmatively further fair housing and remain affordable for a period of not less than fifty (50) years.

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

41. 2026-394 **BOND ACT-BPL1A-81 Elliott Avenue, Yonkers**

A BOND ACT authorizing the issuance of SEVEN HUNDRED SIXTY-TWO THOUSAND, FIVE HUNDRED ($762,500) DOLLARS in bonds of Westchester County to finance Capital Project BPL1A - Housing Implementation Fund II - Elliott Avenue.

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

42. 2026-396 **ACT-IMDA-81 Elliott Avenue Housing Development Fund Company, Inc.**

AN ACT authorizing the County of Westchester (the "County") to enter into an inter-municipal developer agreement with the City of Yonkers and 81 Elliott Avenue Housing Development Fund Company, Inc., 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, for the purpose of constructing 9 affordable homeownership units that will affirmatively further fair housing at 81 Elliott Avenue in the City of Yonkers and remain affordable for a period of not less than 50 years.

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

43. 2026-400 **BOND ACT-BPL37-90-114 Westmoreland Avenue, White Plains**

A BOND ACT authorizing the issuance of EIGHT MILLION, EIGHT HUNDRED TEN THOUSAND ($8,810,000) DOLLARS in bonds of Westchester County to finance Capital Project BPL37 - New Homes Land Acquisition III (2024-33).

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

44. 2026-401 **ACT-Land Acquisition-90-114 Westmoreland Avenue,, White Plains**

AN ACT authorizing the County of Westchester to purchase approximately +/- 44,432 square feet of real property located at 90-114 Westmoreland Avenue in the City of White Plains 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 154 affordable rental units that will affirmatively further fair housing and remain affordable for a period of not less than fifty (50) years.

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

45. 2026-402 **BOND ACT-BPL1A-90-114 Westmoreland Avenue, White Plains**

A BOND ACT authorizing the issuance of ONE MILLION, FIVE HUNDRED SIXTY-TWO THOUSAND, FIVE HUNDRED ($1,562,500) DOLLARS in bonds of Westchester County to finance Capital Project BPL1A - Housing Implementation Fund II.

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

46. 2026-403 **ACT-IMDA-White Plains and Fisher Hill 90 Westmoreland Owner LLC**

AN ACT authorizing the County of Westchester (the "County") to enter into an inter-municipal developer agreement with the City of White Plains and Fisher Hill 90 Westmoreland Owner 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 154 affordable rental units that will affirmatively further fair housing at 90-114 Westmoreland Avenue in the City of White Plains and remain affordable for a period of not less than 50 years.

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

47. 2026-404 **ENV RES-Easements-Kingsland Point Park and Tarrytown Lighthouse**

AN ENVIRONMENTAL RESOLUTION determining that there will be no significant adverse impact on the environment from the proposed Act.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND PARKS & ENVIRONMENT

48. 2026-405 **ACT-Easements-Kingsland Point Park and Tarrytown Lighthouse**

AN ACT authorizing the County of Westchester to extinguish an existing easement and to accept two (2) new permanent easements and a temporary easement in the vicinity of

Kingsland Point Park and the Tarrytown Lighthouse for County and public to access the Tarrytown Lighthouse.
COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND PARKS & ENVIRONMENT

B. COUNTY ATTORNEY

1. 2026-363 **ACT - Authorization to Assign a Bankruptcy Recoverable Owed to the Department of Environmental Facilities**

AN ACT authorizing the County Attorney to assign a bankruptcy recoverable owed to the Department of Environmental Facilities to recover such recoverable minus a "finder's fee".
COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND LITIGATION

2. 2026-395 **ACT - Lawsuit Settlement "D.G."**

AN ACT authorizing the County Attorney and the Commissioner of Finance to compromise the liability of the County of Westchester and pay a reduced lump sum to a former County employee, "D.G", in lieu of future payments.
COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND LITIGATION

C. LEGISLATORS

1. 2026-397 **HON. MARGARET A. CUNZIO - Memo of Leg., - Strengthen Tethering Law**

Forwarding a Memo of Legislation to strengthen Westchester County's existing dog tethering law by increasing its deterrent effect and enhancing protections for animals subjected to cruel or unlawful tethering.
COMMITTEE REFERRAL: COMMITTEE ON LEGISLATION AND LITIGATION

2. 2026-398 **HON. TYRAE WOODSON-SAMUELS - Memo of Leg., - MWBE and Local Small Business Prompt Payment Act**

Forwarding a Memo of Legislation to promote fairness, transparency and timely payment for minority-owned, women-owned, local, small and emerging businesses performing work on County contracts.
COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS & SMALL BUSINESS

3. 2026-399 **HON. TYRAE WOODSON-SAMUELS - Memo of Leg., - Utility Bill Navigation and Energy Affordability Act**

Forwarding a Memo of Legislation to establish a Utility Bill Navigation and Energy Affordability Initiative to help Westchester residents access existing programs that can reduce heating, cooling, electric, gas and overall household energy costs.

COMMITTEE REFERRAL: COMMITTEES ON LEGISLATION AND SOCIAL SERVICES, DISABILITIES & HUMAN RIGHTS

D. OTHERS

II. NOTICES & PETITIONS

1. 2026-372 **CLERK OF THE BOARD - New Rochelle IDA - 466 Main Street**

Forwarding correspondence from the New Rochelle Industrial Development Agency regarding the project at 466 Main Street, New Rochelle.

FOR INFORMATIONAL PURPOSES ONLY - NO COMMITTEE REFERRAL NECESSARY

2. 2026-378 **CLERK OF THE BOARD - Westchester County IDA - 20 Haarlem Ave., White Plains**

Forwarding a PILOT Agreement and Application for Real Property Tax Exemption from the County of Westchester County Industrial Development Agency for the property located at 20 Haarlem Avenue, 7-11 Holland Avenue and 27 Holland Avenue, White Plains.

FOR INFORMATIONAL PURPOSES ONLY - NO COMMITTEE REFERRAL NECESSARY

III. STANDING COMMITTEES

1. 2026-212 **PH - Flavored Nicotine Vapor Products**

A RESOLUTION to set a Public Hearing on a "LOCAL LAW amending Chapter 535 of the Laws of Westchester County to establish a rebuttable presumption in regards to the possession of flavored nicotine vapor products in the County of Westchester." [Public Hearing set for _____, 2026 at _____ .m.]. LOCAL LAW INTRO: 2026-213.

SUBMITTED BY: COMMITTEES ON LEGISLATION AND HEALTH

RESOLUTION _____ - 2026 VOTE _____

2. 2026-312 **PH-Real Property Tax Exemption for Surviving Spouses of Police Officers Killed in the Line of Duty**

A RESOLUTION to set a Public Hearing on "A LOCAL LAW amending the laws of Westchester County by adding a new chapter 474 in relation to a real property tax exemption for surviving spouses of police officers killed in the line of duty." [Public Hearing set for _____, 2026 at _____ .m.]. LOCAL LAW INTRO: 2026-313.

SUBMITTED BY: COMMITTEES ON LEGISLATION, PUBLIC SAFETY & VETERANS AND BUDGET & APPROPRIATIONS

RESOLUTION _____ - 2026 VOTE _____

3. 2026-314 **PH-Tax Exemption for Surviving Spouses of Volunteer Firefighters and Volunteer Ambulance Services Members**

A RESOLUTION to set a Public Hearing on "A LOCAL LAW amending the Laws of Westchester County with respect to a tax exemption for surviving spouses of volunteer firefighters and volunteer ambulance services members." [Public Hearing set for _____, 2026 at _____ .m.]. LOCAL LAW INTRO: 2026-315.

SUBMITTED BY: COMMITTEES ON LEGISLATION, PUBLIC SAFETY & VETERANS AND BUDGET & APPROPRIATIONS

RESOLUTION _____ - 2026 VOTE _____

4. 2026-319 **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 of July 6, 2026 through August 14, 2026 for a total amount not to exceed FIFTEEN THOUSAND ($15,000) DOLLARS.

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

ACT _____ - 2026 VOTE _____

5. 2026-323 **PH-Real Property Tax Exemption for Active Duty Members of the Armed Forces Serving in a Combat Zone**

A RESOLUTION to set a Public Hearing on "A LOCAL LAW amending the Laws of Westchester County by adding a new chapter 476 in relation to a real property tax exemption for active duty members of the Armed Forces serving in a combat zone." [Public Hearing set for _____, 2026 at _____ .m.]. LOCAL LAW INTRO: 2026-324.

SUBMITTED BY: COMMITTEE ON BUDGET & APPROPRIATIONS, PUBLIC SAFETY & VETERANS AND LEGISLATION

RESOLUTION _____ - 2026 VOTE _____

6. 2026-325 **PH-Real Property Tax Exemption for Seriously Disabled Veterans in the Line of Duty**

A RESOLUTION to set a set a Public Hearing on "A LOCAL LAW Amending Article II of Chapter 473 of the Laws of Westchester County in relation to a real property tax exemption for seriously disabled veterans in the line of duty." [Public Hearing set for _____, 2026 at _____ .m.]. LOCAL LAW INTRO: 2026-326.

SUBMITTED BY: COMMITTEE ON BUDGET & APPROPRIATIONS, PUBLIC SAFETY & VETERANS AND LEGISLATION

RESOLUTION _____ - 2026 VOTE _____

7. 2026-329 **BOND ACT-BCR5F-3230-Infrastructure Improvements**

A BOND ACT authorizing the issuance of FIVE HUNDRED THOUSAND ($500,000) DOLLARS in bonds of Westchester County to finance Capital Project BCR5F (3230) -

Infrastructure Improvements.
SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND INFRASTRUCTURE & HOUSING

BOND ACT _____ - 2026 **VOTE _____**

8. 2026-330 **BOND ACT-B0129-3245-County-Wide Building Management System**

A BOND ACT authorizing the issuance of TWO MILLION, FIVE HUNDRED TWENTY-FIVE THOUSAND ($2,525,000) DOLLARS in bonds of Westchester County to finance Capital Project B0129 - County-Wide Building Management System Upgrade.
SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND INFRASTRUCTURE & HOUSING

BOND ACT _____ - 2026 **VOTE _____**

9. 2026-331 **BOND ACT(Amended)-BCR64-3232-Correctional Facility Replace Fire Alarm System**

A BOND ACT (Amended) authorizing the issuance of SEVEN MILLION, NINE HUNDRED SIXTY THOUSAND ($7,960,000) DOLLARS in bonds of Westchester County to finance Capital Project BCR64 (3232) - Correctional Facility Replace Fire Alarm System.
SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS, INFRASTRUCTURE & HOUSING AND PUBLIC SAFETY & VETERANS

BOND ACT _____ - 2026 **VOTE _____**

10. 2026-337 **IMA-Prisoner Transportation-Peekskill**

AN ACT authorizing the County of Westchester to enter into an intermunicipal agreement with the City of Peekskill to provide reimbursement for prisoner transportation for the term commencing retroactively on January 1, 2026 through December 31, 2027.
SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC SAFETY & VETERANS

ACT _____ - 2026 **VOTE _____**

11. 2026-338 **IMA-Prisoner Transportation-White Plains**

AN ACT authorizing the County of Westchester to enter into an intermunicipal agreement with the City of White Plains to provide reimbursement for prisoner transportation for the term commencing retroactively on January 1, 2026 through December 31, 2027.
SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC SAFETY & VETERANS

ACT _____ - 2026 **VOTE _____**

12. 2026-339 **BOND ACT-BLR12-Labs and Research Facility Rehabilitation and Upgrade**

A BOND ACT authorizing the issuance of THREE MILLION, TWO HUNDRED THOUSAND

($3,200,000) DOLLARS in bonds of Westchester County to finance Capital Project BLR12 - Labs and Research Facility Rehabilitation and Upgrade.

SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS, INFRASTRUCTURE & HOUSING AND HEALTH

BOND ACT _____ - 2026 VOTE _____

13. 2026-340 BOND ACT-SPS18-3262-South YonkersTrunk Sewer System Reconstruction

A BOND ACT authorizing the issuance of ONE MILLION ($1,000,000) DOLLARS in bonds of Westchester County to finance Capital Project SPS18 (Unique ID 3262) - South Yonkers Truck Sewer System Reconstruction.

SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND INFRASTRUCTURE & HOUSING

BOND ACT _____ - 2026 VOTE _____

14. 2026-341 CBA-BIT45-Building Access Control and Video Surveillance Systems Upgrade

AN ACT amending the 2026 County Capital Budget Appropriations for Capital Project BIT45 Building Access Control and Video Surveillance Systems Upgrade.

SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND INFRASTRUCTURE & HOUSING

ACT _____ - 2026 VOTE _____

15. 2026-342 BOND ACT-BIT45-Building Access Control and Video Surveillance Systems Upgrade

A BOND ACT authorizing the issuance of ONE MILLION, THREE HUNDRED THOUSAND ($1,300,000) DOLLARS in bonds of Westchester County to finance Capital Project to finance Capital Project BIT45 - Building Access Control and Video Surveillance Systems Upgrade.

SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND INFRASTRUCTURE & HOUSING

BOND ACT _____ - 2026 VOTE _____

16. 2026-343 BOND ACT-T0063-3285-New Bus Radio-Data System

A BOND ACT authorizing the issuance of TWO MILLION, SIXTY-FIVE THOUSAND ($2,065,000) DOLLARS in bonds of Westchester County to finance Capital Project T0063 - New Bus Radio/Data Systems.

SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND INFRASTRUCTURE & HOUSING

BOND ACT _____ - 2026 VOTE _____

17. 2026-344 BOND ACT-BCC06-3270-County Clerk-Legal Division Information Technology Upgrades

A BOND ACT authorizing the issuance of ONE MILLION, THREE HUNDRED THOUSAND ($1,300,000) DOLLARS in bonds of Westchester County to finance Capital Project BCC06 - County Clerk - Legal Division Information Technology Upgrades.
SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND INFRASTRUCTURE & HOUSING

BOND ACT _____ - 2026 VOTE _____

18. 2026-345 **ACT-Westchester Community College Proposed 2026-2027 Budget**

AN ACT adopting the Westchester County Community College Budget and making appropriations for the operation of the Westchester Community College.
SUBMITTED BY: COMMITTEE ON BUDGET & APPROPRIATIONS

ACT _____ - 2026 VOTE _____

19. 2026-346 **CBA-RP02A-3248-Ice Casino Improvements II**

AN ACT amending the 2026 County Capital Budget Appropriations for Capital Project RP02A - Ice Casino Improvements II.
SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS, INFRASTRUCTURE & HOUSING AND PARKS & ENVIRONMENT

ACT _____ - 2026 VOTE _____

20. 2026-347 **BOND ACT(Amended)-RP02A-3248-Ice Casino Improvements II**

A BOND ACT (Amended) to increase the County share for Capital Project RP02A - Ice Casino Improvements II, by FOUR MILLION ($4,000,000) DOLLARS. The Amended Bond Act, in the total amount of SIXTY-TWO MILLION, SEVEN HUNDRED EIGHTY-NINE THOUSAND ($62,789,000) DOLLARS, which includes FIFTY-EIGHT MILLION, SEVEN HUNDRED EIGHTY-NINE THOUSAND ($58,789,000) DOLLARS in previously authorized bonds of the County.
SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS, INFRASTRUCTURE & HOUSING AND PARKS & ENVIRONMENT

BOND ACT _____ - 2026 VOTE _____

IV. SPECIAL ORDERS

MOTIONS, RESOLUTIONS & CALL OF THE DISTRICTS

1. 2026-380 **MEMORIAL RESOLUTIONS 13-2026**

HON. MARGARET A. CUNZIO: Pietro Terranova, JoAnn Bateman, Maryann Theresa Diaz

HON. COLIN SMITH: Guadalupe D. Ortiz

HON. VEDAT GASHI: Christina "Tina" Seckerson

HON. JEWEL WILLIAMS JOHNSON: Rev. Dr. Benilda Armstead-Jones

ADJOURNMENT

Next meeting: September 14, 2026, at 7pm.

2026-303

RESOLUTION -2026

TO THE COUNTY BOARD OF LEGISLATORS
OF THE COUNTY OF WESTCHESTER, NEW YORK

WHEREAS, the County Charter requires that a public hearing with respect to the proposed 2026-2027 Westchester Community College Budget be held at which persons may be heard for or against the items as presented in said Budget or any items thereof, **THEREFORE BE IT**

RESOLVED, that, in accordance with the provisions of the Westchester County Charter, a public hearing be held on Monday, August 3, 2026 at 10:30 am in the Chambers of the Westchester County Board of Legislators, which is located at 148 Martine Avenue, 8th Floor in White Plains, NY, The County Board will **permit in-person access to the meeting** and will allow participation in the public hearing both in-person and through WebEx. To register to speak via the Board's WebEx online teleconferencing system, please visit this link: https://bit.ly/4ahseAl; Event number: 2429 663 3298; Event password: **PublicHearing** (no space). Or by calling 1-844-621-3956, access code: 2429 663 3298; Registration to speak in-person shall be available before the meeting starting at 9:15 a.m. Speakers will be called in the order of registration, alternating between in-person and Webex registrations. Comments may also be submitted in writing by emailing: BOLPublicHearingComments@westchesterlegislators.com or mailing them to the *Clerk of the Board of Legislators*, 148 Martine Ave., 8th Floor, White Plains, NY 10601. Written comments must be received by July 31, 2026, at 5pm, and **BE IT FURTHER**

RESOLVED, that the *JOURNAL NEWS* (All Westchester Editions), and *WESTCHESTER HISPANO* (All Westchester Editions) are designated as the newspapers in which to publish the Notice of Public Hearing as aforesaid.

Dated: July 13, 2026
White Plains, New York

COMMITTEE ON BUDGET & APPROPRIATIONS

Kenneth W. Jenkins
County Executive

Date: July 20, 2026

To: The Honorable Members of the Board of Legislators

From: Kenneth W. Jenkins, County Executive

RE: Act to Enter Into Inter-Municipal Agreements with Westchester Municipalities to Provide Various Services to Seniors Under NYSOFA's CSE, EISEP, NYSTP, and WIN & NSIP Grant Programs

Transmitted herewith for your review and approval is an act (the "Act"), which, if adopted by your Honorable Board, would authorize the County of Westchester (the "County"), acting by and through its Department of Senior Programs and Services (the "Department"), to enter into inter-municipal agreements (each individually, an "IMA", or collectively, the "IMAs") with the municipalities listed in the attached Exhibit "A" for services to be funded with grant funds received from the New York State Office for the Aging ("NYSOFA") under the Community Services for the Elderly program ("CSE"), the Expanded In-Home Services for the Elderly Program ("EISEP"), the New York State Transportation Program ("NYSTP"), the Wellness in Nutrition program ("WIN"), and the Nutrition Services Incentive Program ("NSIP") (each individually, a "Program", or collectively, the "Programs").

Each of the IMAs will be for terms corresponding to the terms of the grant agreements entered into between the County and NYSOFA for each Program, commencing retroactively on April 1, 2026 and continuing through March 31, 2027, except for the IMAs funded under NSIP, which will commence retroactively on October 1, 2025 and continue through September 30, 2026. The IMAs funded by grants received from NYSOFA will not exceed the specific Program amounts set forth below. The individual IMA amounts allocated for each municipality will be determined at the discretion of the Commissioner of the Department.

Program Funding Amounts

CSE	EISEP	NYSTP	WIN & NSIP
$287,233.00	$110,534.00	$52,697.00	$1,389,555.00

I have been advised that, by resolution approved on June 25, 2026, the Westchester County Board of Acquisition and Contract duly authorized the Department to enter into agreements with NYSOFA to accept grant funds under the Programs.

The services to seniors to be provided under the IMAs are as follows: case management, home-delivered meals, information and assistance, repairs and vehicle expenses, and transportation.

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

Your Honorable Board has previously approved similar legislation pursuant to Act No. 256–2025. However, the existing authorization expired on March 31, 2026, and a new authorization will be needed to enter into new IMAs.

It should be noted that the IMAs are exempt from the Westchester County Procurement Policy and Procedures (the "Policy") pursuant to Section 3(a)(iii) thereof, which exempts from procurement contracts with ". . . any State and any political subdivision, agency or instrumentality thereof." Additionally, the IMAs are exempt from the Policy pursuant to Section 3(a)(xix) thereof, which exempts any "procurement for the purpose of entering into a contract with persons to provide direct services to senior citizens."

The proposed IMAs are intended to benefit the County by assisting in the provision of grant-funded services to its residents. Accordingly, I believe the proposed IMAs are in the best interest of the County and, therefore, recommend your favorable action on the annexed proposed Act.

KWJ/MC/BL/mcz
Attachment

HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER

Your Committee is in receipt of a communication from the County Executive recommending the approval of an act (the "Act"), which, if adopted, would authorize the County of Westchester (the "County"), acting by and through its Department of Senior Programs and Services (the "Department"), to enter into inter-municipal agreements (each individually, an "IMA", or collectively, the "IMAs") with the municipalities listed in the attached Exhibit "A" for services to be funded with grant funds received from the New York State Office for the Aging ("NYSOFA") under the Community Services for the Elderly program ("CSE"), the Expanded In-Home Services for the Elderly Program ("EISEP"), the New York State Transportation Program ("NYSTP"), the Wellness in Nutrition program ("WIN"), and the Nutrition Services Incentive Program ("NSIP") (each individually, a "Program", or collectively, the "Programs").

Each of the IMAs will be for terms corresponding to the terms of the grant agreements entered into between the County and NYSOFA for each Program, commencing retroactively on April 1, 2026 and continuing through March 31, 2027, except for the IMAs funded under NSIP, which will commence retroactively on October 1, 2025 and continue through September 30, 2026. The IMAs funded by grants received from NYSOFA will not exceed the specific Program amounts set forth below. The individual IMA amounts allocated for each municipality will be determined at the discretion of the Commissioner of the Department.

Program Funding Amounts

CSE	EISEP	NYSTP	WIN & NSIP
$287,233.00	$110,534.00	$52,697.00	$1,389,555.00

Your Committee has been advised that, by resolution approved on June 25, 2026, the Westchester County Board of Acquisition and Contract duly authorized the Department to enter into agreements with NYSOFA to accept grant funds under the Programs.

The services to seniors to be provided under the IMAs are as follows: case management, home-delivered meals, information and assistance, repairs and vehicle expenses, and transportation.

Your Honorable Board has previously approved similar legislation pursuant to Act No. 256– 2025. However, the existing authorization expired on March 31, 2026, and a new authorization will be needed to enter into new IMAs.

It should be noted that the IMAs are exempt from the Westchester County Procurement Policy and Procedures (the "Policy") pursuant to Section 3(a)(iii) thereof, which exempts from procurement contracts with ". . . any State and any political subdivision, agency or instrumentality thereof." Additionally, the IMAs are exempt from the Policy pursuant to Section 3(a)(xix) thereof, which exempts any "procurement for the purpose of entering into a contract with persons to provide direct services to senior citizens."

The Planning Department has advised that based on its review, the proposed IMAs do not meet the definition of an "action" under New York State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617. Please refer to the memorandum from the Department of Planning dated January 9, 2026, which is on file with the Clerk of the Board of Legislators.

Your Committee has been advised that the passage of the attached Act requires an affirmative vote of a majority of the members of your Honorable Board.

Your Committee is advised that adoption of the proposed Act is necessary to effectively carry out these worthwhile Programs. Accordingly, after due consideration, your Committee recommends adoption of the annexed Act.

Dated: _____, 2026
White Plains, New York

COMMITTEE ON

C:mcz/7.20.26

ACT NO. 2026 - _____

AN ACT authorizing the County of Westchester to enter into inter-municipal agreements with the municipalities listed in the attached Exhibit "A" for services to be funded with grant funds received from the New York State Office for the Aging under the Community Services for the Elderly program, the Expanded In-Home Services for the Elderly Program, the New York State Transportation Program, the Wellness in Nutrition program, and the Nutrition Services Incentive Program.

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

Section 1. The County of Westchester (the "County"), acting by and through its Department of Senior Programs and Services (the "Department"), is hereby authorized to enter into inter-municipal agreements ("IMAs") with the municipalities listed in the attached Exhibit "A" for services to be funded with grant funds received from the New York State Office for the Aging ("NYSOFA") under the Community Services for the Elderly program ("CSE"), the Expanded In-home Services for the Elderly Program ("EISEP"), the New York State Transportation Program ("NYSTP"), the Wellness in Nutrition program ("WIN"), and Nutrition Services Incentive Program ("NSIP") (each individually, a "Program", or collectively, the "Programs").

§2. Each of the IMAs shall be for terms corresponding to the terms of the grant agreements entered into between the County and NYSOFA for each Program, commencing retroactively on April 1, 2026 and continuing through March 31, 2027, except for the IMAs funded under NSIP, which shall commence retroactively on October 1, 2025 and continue through September 30, 2026.

§3. The IMAs funded by grants received from NYSOFA shall not exceed the specific Program amounts set forth below. The individual IMA amounts allocated for each municipality shall be determined at the discretion of the Commissioner of the Department.

CSE	EISEP	NYSTP	WIN & NSIP
$287,233.00	$110,534.00	$52,697.00	$1,389,555.00

§4. The services to seniors to be provided under the IMAs shall be as follows: case management, home-delivered meals, information and assistance, repairs and vehicle expenses, and transportation.

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

§6. This Act shall take effect immediately.

EXHIBIT "A"

LIST OF MUNICIPALITES AND SERVICES

GRANT: CSE	GRANT: EISEP	GRANT: NYSTP	GRANTS: WIN & NSIP
SERVICES	**SERVICES**	**SERVICES**	**SERVICES**
Information, Assistance, Transportation and Case management	**Case management**	**Transportation**	**Home-delivered Meals**
Town of Eastchester	City of Yonkers	Town of Cortlandt	Town of Cortlandt
City of Yonkers*		Town of Greenburgh	Town of Eastchester
		Town of Mamaroneck	Town of Greenburgh
		Village/Town of Mount Kisco	Town of Mamaroneck
		Town of Mount Pleasant	Village/Town of Mount Kisco
		City of Mount Vernon	Town of Mount Pleasant
		City of New Rochelle	City of Mount Vernon
		Town of Ossining	Town of New Castle
		City of Peekskill	Town of Ossining
		Village of Port Chester	City of Peekskill
		Town of Somers	Village of Port Chester
		City of White Plains	Town of Somers
		Town of Yorktown	City of Yonkers
			Town of Yorktown

Note:

- BOTH municipalities listed above under CSE will provide Transportation and Case Management Services, EXCEPT that the City of Yonkers marked with an asterisk (*) will also provide Information and Assistance

THIS AGREEMENT ("Agreement") made _____, 2026, 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

[ENTER NAME OF MUNICIPALITY]_____,
a municipal corporation, having an office and principal place of business at:
[ENTER ADDRESS OF MUNICIPALITY]_____
(hereinafter referred to as the "Municipality")

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

W I T N E S S E T H:

WHEREAS, the County, acting by and through its Department of Senior Programs and Services (the "Department"), has been awarded a grant from the New York State Office for the Aging ("NYSOFA") for the provision of several services under its ***[ENTER GRANT NAME]*** Program (the "Program"); and

WHEREAS, the County desires to use a portion of said grant funds to provide ***[ENTER NAME OF SERVICES]*** (the "Work", or the "Services") ***[Note: ENTER APPLICABLE INFORMATION e.g.-*** to older adults and caregivers] residing within the County of Westchester; and

WHEREAS, the County desires that the Municipality perform the Services under the Program, subject to the terms and conditions contained herein; and

WHEREAS, the Municipality agrees to perform the Services under the Program, subject to the terms and conditions contained herein.

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

FIRST: The Municipality shall provide the Services, as more fully described in Schedule "A", which is attached hereto and made a part hereof, to meet the needs of older adults and caregivers residing within the County of Westchester, as such individuals are more particularly detailed in Section

"THIRTEENTH" hereof and Schedule "G"***(Note: Change to letter "F" if contributions are not required for this Agreement)*** attached hereto and made a part hereof. The Municipality shall also comply with the terms and conditions set forth in the schedules which are attached hereto and made a part hereof. The Municipality agrees that it, and its County-approved subcontractors, if any, will provide the Services in accordance with current industry standards and trade practices, and the terms of the Standard Assurances in the approved Four Year Plan and/or the Annual Update to the Four Year Plan (collectively, the "Plan") as detailed in Schedule "G".***(Note: Change to letter "F" if contributions are not required for this Agreement)*** The Municipality agrees to cooperate and comply with all applicable obligations and requirements set forth in the Plan.

The Municipality shall report to the County on its progress toward completing the Services, as the Commissioner of the Department or his/her duly authorized designee (the "Commissioner") may request, and shall immediately inform the Commissioner in writing of any cause for delay in the performance of its obligations under this Agreement.

SECOND: The term of this Agreement shall commence retroactively on _____, 20__ and terminate on _____, 20__ (the "Initial Term"), unless terminated sooner pursuant to the provisions hereof.

NOTE: DELETE the language pertaining to "Option Term" and the "Initial Term" if the contract does not have an option to renew the contract term.

The County shall have the option, at its sole and complete discretion, to extend the term of the Agreement for up to ***[WRITE OUT TOTAL NUMBER OF OPTION TERMS]*** (#) additional ***[WRITE OUT LENGTH OF EACH OPTION TERM]*** (#) year periods (each an "Option Term"), on the same terms and conditions as the Initial Term, except funding may vary from year to year, subject to the availability of funds. Each Option Term is subject to acceptable past performance, the County obtaining all necessary legal approvals, and the County's determination that an extension is in its best interest.

THIRD: For the Services to be performed pursuant to Section "FIRST", the Municipality shall be paid an amount not-to-exceed ***[WRITE OUT FUNDING AMOUNT]*** AND 00/100 ($_____) DOLLARS, which the Parties understand is comprised of $_____ NYSOFA funds and $_____ in County funds, ***(Note: DELETE IF Agreement will be paid by one funding source)*** payable on a monthly basis, according to the agreed-upon amounts and/or

rates in the approved budget as described in Schedule "B", which is attached hereto and made a part hereof (the "Budget"). The Municipality shall contribute ***[WRITE OUT FUNDING AMOUNT]*** AND 00/100 ($_____) DOLLARS in Municipality matching funds toward the Services.

(***Note: Delete this language if there are no municipality matching funds.)***

Payment shall be made only after the County has received any and all supporting documentation the County may require and the same has been approved by the Commissioner. Except as otherwise expressly stated in this Agreement, no payment shall be made by the County to the Municipality for out-of-pocket expenses or disbursements made in connection with the Services rendered or the Work to be performed hereunder. The Municipality 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 Municipality prior to completion of all Services, the submission of reports and the approval of same by the Commissioner.

The Municipality 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 Municipality 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 Municipality 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 the Municipality fails to cooperate with such audit. The County shall, in addition, have the right to audit such books and records subsequent to payment, if such audit is commenced within six (6) years following termination of this Agreement.

In addition to any general audit rights to which the County may be entitled hereunder, the County also reserves the right to audit and monitor the Municipality's performance under this Agreement. Such audit may include requests for documentation or other information which the Commissioner may deem necessary and appropriate to verify the information provided by the Municipality as required by Section "FIRST". 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 the Services and/or to conduct interviews of staff and patrons, where appropriate and not otherwise prohibited by law.

FIFTH: The County may, in its sole discretion, if it shall deem such payment to be required in furtherance of the Program, make advance payment to the Municipality prior to receipt of payment or approval therefore by NYSOFA, provided that, in the event NYSOFA subsequently fails or refuses to pay the County, or if such expense is not a proper expenditure under the Program, the Municipality shall immediately reimburse the County for such advance payment made to the Municipality, or, the County, in its discretion, may deduct such amount from future payments due and owing the Municipality under this Agreement.

The Parties recognize and acknowledge that the obligations of the County under this Agreement are subject to the County's receipt of federal/state funds from NYSOFA. The County has no liability under this Agreement beyond the amounts available from NYSOFA under adopted federal/state budgets for this Agreement. To the extent that this Agreement extends beyond the end date of the County's Application to NYSOFA, payment to the Municipality is contingent upon provision of funding to the County in the subsequent year.

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

In addition, the Parties recognize and acknowledge that the obligations of the County under this Agreement are subject to annual appropriations by its Board of Legislators pursuant to the Laws of Westchester County. Therefore, this Agreement shall be deemed executory only to the extent of the monies appropriated and available. The County shall have no liability under this Agreement beyond funds appropriated and available for payment pursuant to this Agreement. The Parties understand and intend that the obligation of the County hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or monies 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/or 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/or 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 at the agreed-upon amounts and/or rates specified in the Budget, which rates shall be *prorated* until the actual date of termination. Upon receipt of notice that the County is terminating this Agreement in its best interest, the Municipality shall stop Services immediately and incur no further costs in furtherance of this Agreement without the express approval of the Commissioner, and the Municipality shall direct any County-approved subcontractors to do the same.

In the event of a dispute as to the value of the Services rendered by the Municipality prior to the date of termination, it is understood and agreed that the Commissioner shall determine the value of such Services rendered by the Municipality. 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 Services provided for in this Agreement, or contract for their completion, and any additional expense or cost of such completion shall be charged to and paid by the Municipality. Without limiting the foregoing, upon written notice to the Municipality, repeated breaches by the Municipality of duties or obligations under this Agreement shall be deemed a material breach of this Agreement justifying termination for cause hereunder without requirement for further opportunity to cure.

SEVENTH: The Municipality 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:

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.

(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;

(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 Municipality, 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 obey, perform and comply, at its own expense, with the provisions of all 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"), including the Standard Assurances set forth in Schedule "G", ***(Note: Change to Letter "F" if contributions are not a requirement for this agreement*)** applicable to this Agreement or the Services to be performed under this Agreement. Without limiting the generality of the foregoing, the Municipality 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 Parties that each and every provision required by law, contract, or other proper authority to be included in this Agreement shall, for all intents and purposes, be considered and deemed included herein. The Municipality understands and acknowledges that for each and every such provision that has, through mistake or otherwise, either not been inserted in writing or been inserted in writing in an incorrect form, the Municipality hereby consents to amending this Agreement in writing, upon receipt of notice from the County, for the purpose of inserting or correcting the provision in question.

TENTH: All records or recorded data of any kind compiled by the Municipality 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 Municipality 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 above, the Municipality agrees that all materials developed by the Municipality or its County-approved sub-contractors in connection with programs funded under the Plan (the "Materials") shall be the property of NYSOFA, and in the event that the Materials are not the property of NYSOFA, the Materials shall be the property of the County. NYSOFA also reserves the right to copyright all such materials, the exclusive right to reproduce, publish or otherwise use, and to authorize others to use these Materials, subject to any restrictions in federal Laws and Regulations. The Municipality or its County-approved sub-contractors are prohibited from creating copies of the Materials without the express written consent by the County.

Notwithstanding the foregoing, all deliverables created under this Agreement by the Municipality are to be considered "works made for hire." If any of the deliverables do not qualify as "works made for hire," the Municipality 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 Municipality agrees to assist the County, if required, in perfecting these rights. The Municipality shall provide the County with at least one copy of each deliverable.

The Municipality 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 Municipality 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.

ELEVENTH: The Municipality hereby agrees that any document, record or recorded data of any kind delivered to the County pursuant to this Agreement, which the County intends to digitally publish and make available on the Internet or Intranet, shall comply with the most current standards set forth in both, (a) Section 508 of the federal Rehabilitation Act of 1973, as amended; and (b) the Web Content Accessibility Guidelines (WCAG) (collectively, the "Accessibility Standards"), pursuant to the goals and objectives of the Americans with Disabilities Act of 1990 and the County's Digital Content Accessibility Policy, which is linked hereto and made a part hereof: https://www.westchestergov.com/digital-content-accessibility-policy. The Accessibility Standards shall not apply to drafts or non-final versions of any such documents, unless the County, in writing, specifies otherwise.

The Municipality must demonstrate compliance with the Accessibility Standards and may do so using third-party accessibility 'checker' software, manual checking or any another suitable method

acceptable to the County. Further, the County may require the Municipality, at the Municipality's sole cost and expense, to certify compliance with the Accessibility Standards.

If the County determines that a document or other deliverable does not meet the Accessibility Standards, the Municipality shall, at its sole cost and expense, promptly remedy such non-compliance. In the event the Municipality does not promptly remedy any such non-compliant issues or deficiencies, the County may exercise any rights and remedies available to it at law or equity, including, but not limited to, the right to remedy said issues or deficiencies, in which event the County shall either seek reimbursement from the Municipality for any such costs and expenses incurred by the County in connection therewith, to be paid within thirty (30) days from receipt of written notice thereof, or offset such costs and expenses against any amounts due to the Municipality under the Agreement or other agreements.

TWELFTH: 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 Services without the written consent of the County, subject to any necessary legal approvals. Any purported delegation of duties, assignment of rights or subcontracting of the Services under this Agreement without the prior express written consent of the County is void. All subcontracts that have received such prior written consent shall provide that subcontractors are subject to all terms and conditions set forth in this Agreement. It is recognized and understood by the Municipality that for the purposes of this Agreement, all Services performed by a County-approved subcontractor shall be deemed Services performed by the Municipality and the Municipality shall ensure that such subcontracted Services are subject to the material terms and conditions of this Agreement.

All subcontracts for the Services shall expressly reference the subcontractor's duty to comply with the material terms and conditions of this Agreement and shall attach a copy of this Agreement, including Schedule "G". ***(Note: Change to Letter "F" if contributions are not a requirement for this agreement)*** 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 this Agreement, including Schedule "G", ***(Note: Change to Letter "F" if contributions are not a requirement for this agreement)*** 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 Commissioner a letter signed by the owner and/or chief executive officer of the Municipality or his/her duly authorized representative certifying that each and every approved subcontractor is in compliance with the material terms and conditions of the Agreement

Note: Include the following paragraph only if the County has approved subcontractor(s) prior to execution of this Agreement. If not, DELETE.

Notwithstanding the above, the Parties hereto acknowledge and agree that, at the time of execution of this Agreement, the following subcontractors have been approved to provide services for the named purpose(s) in connection with this Agreement: **[insert subcontractor(s) name(s), address(es) and purpose(s)]**.

THIRTEENTH: (a) The Municipality, to the extent it has to provide Services, agrees to provide Services to meet the needs of older adults and caregivers, particularly those in greatest social and economic need including, but not limited to, low-income individuals, low-income minorities, individuals with limited English proficiency ("LEP"), rural residents, Native Americans, individuals who are institutionalized or at risk for institutionalization, specifically including survivors of the Holocaust, individuals with Alzheimer's Disease and related dementias, individuals with disabilities, caregivers of individuals with Alzheimer's Disease/related dementias and with disabilities, minorities, frail, vulnerable, LGBTQ+, and homebound individuals. As a material element of this Agreement, Municipality agrees to fully comply with the provisions required by NYSOFA concerning equal access to Services, which includes language accessibility, non-discrimination and concentration of Services on target populations, as more fully set forth in Schedule "A", attached hereto and made a part hereof.

The Municipality also agrees to meet specific objectives established by the County for providing services to the above groups. The Municipality further agrees to concentrate the Services on older adults and caregivers in the targeted populations identified by the County following the methods the County has established.

(b) The Municipality shall inform individuals with LEP of the availability of free language assistance by providing written notice of such assistance in a manner designed to be understood by such individuals and, at minimum, have a telephonic interpretation service contract or similar community arrangement with a language interpretation services provider of their choice. The Municipality must indicate the interpretive service provider and shall train staff that have contact with the public in the timely and appropriate use of these and other available language services.

(c) The Municipality shall assist participants in taking advantage of benefits under other programs and assure that the Services provided are coordinated and do not unnecessarily duplicate services provided by other sources.

Note: The following sub-paragraph (d) should be included only if the Agreement provides direct services to seniors such as those in Part III. A. of the NYSOFA Contributions and Other Program Income Policy. Otherwise, delete this language and sub-paragraph (d) and revise lettering if applicable:

(d) Attached hereto as Schedule "F" is the "NYSOFA Contributions and Other Program Income Policy." The Municipality shall provide participants an opportunity to voluntarily contribute to the cost of the Services received. The Municipality must use all collected contributions to expand the Services for which the contributions were given to supplement the funds received under this Agreement.

(e) The Municipality warrants that the Services shall be provided in an accurate and timely manner without interruption, failure, or error due to inaccuracy of the Services or product's operations in processing date/time data. This includes but is not limited to calculating, comparing, and sequencing various time/date transitions, such as leap year calculations. The Municipality accepts responsibility for damages resulting from any delays, errors or untimely performances resulting therefrom, including but not limited to the failure or untimely performance of such Services.

(f) The Municipality agrees that, to the extent it or its subcontractors, if any, maintains personal information relating to applicants or recipients of Services pursuant to this Agreement, such information will be kept confidential and shared with the County; or with other entities upon the consent of the applicant, recipient or an authorized representative of the applicant or recipient; or as required by federal or state laws.

FOURTEENTH: The Municipality shall provide the County with timely information needed to satisfy reporting requirements as specified by NYSOFA. Without limiting the right of the County to require additional reports regarding the Program, as well as complying with the reporting requirements in Schedule "A", the Municipality shall provide the Department with the following:

(a) Evaluation method of the Program as directed by the Department;

(b) The Programmatic monthly reporting system for Service Delivery Information and Service Recipient Information must be submitted using NYSOFA's electronic based system. Until further notice, Municipality is required to mail in the NYSOFA Client Statewide Data System ("PeerPlace") ***(Note: IF NYSOFA CHANGES THE NAME OF REPORTING SYSTEM, UPDATE NAME")*** MONTHLY ELECTRONIC PAPER REPORT and/or other approved reporting measure, signed by the staff member responsible for the report. Reports must be received by the County no later than the tenth (10th) day of the following month and/or entered on the website at the same time. The Municipality understands and agrees that submission of the monthly report by the deadline set forth above constitutes a material element of this Agreement. The County reserves the right to withhold

payment to Municipality for its failure to submit the monthly report by the deadline, until such time as the monthly report is received by the County. Repeated failures by Municipality to submit the monthly report by the stated deadline will constitute a material breach of this Agreement justifying termination for cause as provided in Section "SIXTH" hereof.

The Municipality agrees to maintain appropriate records, in form as required by the County and NYSOFA, and to retain these records for at least six (6) years after final payment is made under this Agreement. The Municipality agrees to provide access to all books, documents and all pertinent materials related to this Agreement for examination to authorized representatives of the Administration on Aging/Administration for Community Living ("AoA"/ "ACL") of the United States Department of Health and Human Services ("HHS"), Office of the New York State Office of the State Comptroller ("OSC") or their representatives, staff of NYSOFA, and/or the County. The Municipality also agrees to fully cooperate with providing access to other federal or state governmental agencies at the request of NYSOFA.

Additional documentation of reports, expenses, statistical information and supporting documentation concerning the Services shall be provided to the County by the Municipality at the request of the County and may include, without limiting the County's right to require additional documentation, invoices for all purchases, payroll time records, payroll records for local support contribution, municipal payment vouchers for government agencies and canceled checks for private agencies.

FIFTEENTH: The Parties agree that the Municipality and its officers, employees, agents, contractors, subcontractors and/or consultants 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, subcontractors and/or consultants will hold themselves out as, or claim to be, officers or employees of the County or any department, agency or unit thereof.

SIXTEENTH: 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 Services 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.

SEVENTEENTH: 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), to the addresses as set forth below or to such other addresses as the respective Parties hereto may designate in writing. Notice shall be effective on the date of receipt. Notices shall be sent to the following:

To the County: Commissioner
Department of Senior Programs and Services
9 South First Avenue, 10th Floor
Mount Vernon, New York 10550-3414

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

To the Municipality: _____

_____

_____

EIGHTEENTH: The Municipality agrees that any program, public information materials, or other printed or published materials on the Services of or funded by the Program shall give due recognition to NYSOFA and as appropriate AoA and / or the Administration for Community Living ("ACL"). NYSOFA has approved the following language that the Municipality must use when disseminating NYSOFA and / or AoA / ACL funded materials and /or advertising:

> *"This material has been funded in whole or in part by grants from the New York State Office for the Aging (NYSOFA), and/ or the Administration on Aging (AOA) and/ or Administration for Community Living (ACL). Nothing herein is intended, nor should be construed, as an endorsement by the State of New York."*

NINETEENTH: 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 Party.

In the event of any conflict between the terms of this Agreement and the terms of any schedule

hereto, it is understood the following order of precedence shall apply and shall be controlling with respect to any interpretation of the meaning and intent of the Parties:

1. The Plan (**Schedule "G"**). ***(Note: Change to Letter "F" if contributions are not a requirement for this agreement)***
2. The body of this Agreement.
3. The remaining schedules attached to this Agreement.

TWENTIETH: 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.

TWENTY-FIRST: 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 contractors on an "as needed" basis.

TWENTY-SECOND: The Municipality 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-THIRD: VENDOR DIRECT PAYMENT: All payments made by the County to the Municipality will be made by electronic funds transfer ("EFT") pursuant to the County's Vendor Direct Program. If the Municipality is not already enrolled in the Vendor Direct Program, the Municipality shall fill out and submit an EFT Authorization Form attached hereto as Schedule "D". If the Municipality is already enrolled in the Vendor Direct Program, the Municipality hereby agrees to immediately notify the County's Finance Department in writing if the EFT Authorization Form on file must be changed, and provide an updated version of the document.

TWENTY-FOURTH: Pursuant to Federal Executive Order 12549, and as prescribed by federal regulations, including 48 C.F.R. Subpart 9.4, the Municipality hereby agrees to complete the Debarment and Suspension Certificate attached hereto as Schedule "E" and which is made a part hereof. The Municipality certifies that, to the best of its knowledge and belief, it is and will comply with 2 CFR Part 376, regarding non-procurement debarment and suspension concerning public (federal, state or local) transactions. If necessary, the Municipality will submit an explanation of why it cannot provide this

certification.

TWENTY-FIFTH: 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.

TWENTY-SIXTH: The Municipality 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 Municipality to solicit or secure a contract with the County of Westchester for the goods or services specified herein, 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 Municipality) any fee, commission, percentage, gift or other consideration, contingent upon or resulting from the award or making of such contract provided, however, Municipality may alternatively certify that such fee, commission, percentage, gift or other consideration, contingent upon or resulting from the award or making of such contract, is part of the standard method of compensation for the employee.

TWENTY-SEVENTH: 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-EIGHTH: This Agreement shall not be enforceable until signed by both Parties and approved by the Office of the County Attorney.

TWENTY-NINTH: The recitals to this Agreement are incorporated as if fully set forth herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK/SIGNATURE PAGE FOLLOWS]

[Note signature page should not contain contract terms only the signatures. Delete this language from Municipality's agreement but not from this template]

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

THE COUNTY OF WESTCHESTER

By: _____
Name:
Title:

[ENTER MUNICIPALITY NAME]

By: _____
Name:
Title:

ATTESTATION REGARDING AUTHORITY OF SIGNATORY

I hereby attest that I am an officer of the Municipality and that the person who executed this Agreement for the Municipality did, at the time of such execution, have authority to execute this Agreement for and on behalf of the Municipality. Accordingly, said signatory and I understand, acknowledge, and agree that the Municipality, as part of the terms of this Agreement, hereby waives any and all claims regarding the sufficiency of the signature of said signatory.

By: _____
Name:
Title:

Authorized by the Westchester County Board of Legislators by Act No._____ duly adopted on the _____day of _____, 202__.

Approved:

_____
Assistant County Attorney
County of Westchester

SCHEDULE "A"

SCOPE / SPECIFICATIONS

SCHEDULE "A" STARTING ON NEXT PAGE

SCHEDULE "B"

APPROVED BUDGET

INSERT SCHEDULE "B", STARTING ON NEXT PAGE

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.

Important information for Municipality and Insurance Brokers:

(The below is required for ACORD insurance certificates)

For Additionally Insured & Waiver of Subrogation status on an ACORD certificate:

a. **Check off the additional insured (ADDL INSD) *and* waiver of subrogation (SUBR WVD) boxes next to the following policies**:

- Commercial General Liability
- Automobile Liability
- Umbrella/Excess Liability

And **input the following language into Description of Operations box**: "Certificate holder is included as additional insured on a primary & non-contributory basis"

OR

b. **Input following language into Description of Operations box**:

"Certificate holder is included as additional insured on a primary & non-contributory basis under the Commercial General Liability, Automobile Liability and Umbrella/Excess Liability policies. All policies include a waiver of subrogation in favor of the certificate holder applies as required by written contract"

SCHEDULE "D"

Westchester County Vendor Direct Program Frequently Asked Questions

1. WHAT ARE THE BENEFITS OF THE ELECTRONIC FUNDS TRANSFER (EFT) ASSOCIATED WITH THE VENDOR DIRECT PROGRAM?
There are several advantages to having your payments automatically deposited into your designated bank account via EFT:

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

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

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

3. HOW QUICKLY WILL A PAYMENT BE DEPOSITED INTO MY ACCOUNT?
Payments are deposited two business days after the voucher/invoice is processed. Saturdays, Sundays, and legal holidays are not considered business days.

4. HOW WILL I KNOW WHEN THE PAYMENT IS IN MY BANK ACCOUNT AND WHAT IT IS FOR?
Under the Vendor Direct program you will receive an e-mail notification two days prior to the day the payment will be credited to your designated account. The e-mail notification will come in the form of a remittance advice with the same information that currently appears on your check stub, and will contain the date that the funds will be credited to your account.

5. WHAT IF THERE IS A DISCREPANCY IN THE AMOUNT RECEIVED?
Please contact your Westchester County representative as you would have in the past if there were a discrepancy on a check received.

6. WHAT IF I DO NOT RECEIVE THE MONEY IN MY DESIGNATED BANK ACCOUNT ON THE DATE INDICATED IN THE E-MAIL?
In the unlikely event that this occurs, please contact the Westchester County Accounts Payable Department at 914-995-4708.

7. WHAT MUST I DO IF I CHANGE MY BANK OR MY ACCOUNT NUMBER?
Whenever you change any information or close your account a new Vendor Direct Payment Authorization Form must be submitted. Please contact the Westchester County Accounts Payable Department at 914-995-4708 and we will e-mail you a new form.

8. WHEN COMPLETING THE PAYMENT AUTHORIZATION FORM, WHY MUST I HAVE IT SIGNED BY A BANK OFFICIAL IF I DON'T INCLUDE A VOIDED CHECK?
This is to ensure the authenticity of the account being set up to receive your payments.

Westchester gov.com

Westchester County • Department of Finance • Treasury Division

Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form

Authorization is: *(check one)*
- ☐ New
- ☐ Change
- ☐ No Change

INSTRUCTIONS: Please complete both sections of this Authorization form and attach a voided check. See the reverse for more information and instructions. If you previously submitted this form and there is no change to the information previously submitted, ONLY complete lines 1 through 6 of section 1.

Section I - Vendor Information

1. Vendor Name:

2. Taxpayer ID Number or Social Security Number:

3. Vendor Primary Address

4. Contact Person Name: | Contact Person Telephone Number:

5. Vendor E-Mail Addresses for Remittance Notification:

6. Vendor Certification: *I have read and understand the Vendor Direct Payment Program and hereby authorize payments to be received by electronic funds transfer into the bank that I designate in Section II. I further understand that in the event that an erroneous electronic payment is sent, Westchester County reserves the right to reverse the electronic payment. In the event that a reversal cannot be implemented, Westchester County will utilize any other lawful means to retrieve payments to which the payee was not entitled.*

Authorized Signature | Print Name/Title | Date

Section II- Financial Institution Information

7. Bank Name:

8. Bank Address:

9. Routing Transit Number:

10. Account Type: (check one) ☐ Checking ☐ Savings

11. Bank Account Number: | 12. Bank Account Title:

13. Bank Contact Person Name: | Telephone Number:

14. FINANCIAL INSTITUTION CERTIFICATION (required **ONLY** if directing funds into a Savings Account **OR** if a voided check is not attached to this form): *I certify that the account number and type of account is maintained in the name of the vendor named above. As a representative of the named financial Institution, I certify that this financial Institution is ACH capable and agrees to receive and deposit payments to the account shown.*

Authorized Signature | Print Name / Title | Date

(Leave Blank - to be completed by Westchester County) - Vendor number assigned

Westchester County • Department of Finance • Treasury Division

Electronic Funds Transfer (EFT)
Vendor Direct Payment Authorization Form

GENERAL INSTRUCTIONS

Please complete both sections of the Vendor Direct Payment Authorization Form and forward the completed form (along with a voided check for the account to which you want your payments credited) to: Westchester County Department of Finance, 148 Martine Ave, Room 720, White Plains, NY 10601, Attention: Vendor Direct. Please see item 14 below regarding attachment of a voided check.

Section I - VENDOR INFORMATION

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

Section II - FINANCIAL INSTITUTION INFORMATION

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

NEW/CHANGE VEN EFT 9/08

SCHEDULE "E"

Certification Regarding Debarment and Suspension

1) As required by Federal Executive Order 12549, and prescribed by federal regulations, including 48 C.F.R. Subpart 9.4, the Municipality certifies that it, and its principals:

(a) Are not presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency;

(b) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal Offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, including any violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) above; and

(d) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

Date:_____

_____
Signature

_____
Name & Title

_____
Organization

1

SCHEDULE "F"

NEW YORK STATE OFFICE FOR THE AGING

Contributions and Other Program Income Policy

[DO NOT DELETE THE BELOW LANGUAGE FROM MASTER TEMPLATE]

THIS SCHEDULE SHOULD BE INCLUDLED IN AGREEMENT ONLY IF THE AGREEMENT PROVIDES DIRECT SERVICES TO SENIORS SUCH AS THOSE IN PART III. A OF THE *NYSOFA Contributions and Other Program Income Policy – DELETE THIS LANGUAGE FROM PAGE IN THE MUNICIPALITY'S AGREEMENT*

[DELETE THIS SCHEDULE AND CHANGE LETTER OF FOLLOWING SCHEDULE TO "F" IF CONTRIBUTIONS ARE NOT A REQUIREMENT - *DELETE THIS LANGUAGE FROM PAGE IN THE MUNICIPALITY'S AGREEMENT*

SCHEDULE "G"

Note: Change Schedule letter to "F" if contributions is not a part of agreement

NEW YORK STATE OFFICE FOR THE AGING

STANDARD ASSURANCES

ATTACHMENT A,
THE 2024-28 FOUR YEAR PLAN,
APRIL 1, 2024 – MARCH 31, 2028

[UPDATE ABOVE BASED ON CURRENT YEAR AND DELETE THIS LANGUAGE IN THE MUNICIPALITY'S AGREEMENT ONLY – DO NOT DELETE THIS LANGUAGE FROM MASTER TEMPLATE]

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

SUBJECT: CSE **NO FISCAL IMPACT PROJECTED**

OPERATING BUDGET IMPACT

SECTION A - FUND

X GENERAL FUND AIRPORT FUND SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense $287,233

Total Current Year Revenue $287,233

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

Additional Appropriations Other (explain)

Identify Accounts: 263-85-T047

Potential Related Operating Budget Expenses: Annual Amount $287,233

Describe: Funds from New York State Office for the Aging for Community Services for the Elderly to be expended on providing Case Management, Information & Assistance, and Transportation services.

Potential Related Operating Budget Revenues: Annual Amount $287,233

Describe: Funding received from New York State Office for the Aging for Community Services for the Elderly.

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

Current Year: Without these funds, the Department would not be able to provide Case Management, Information & Assistance, and Transportation services.

Next Four Years: Estimated to be the same as above each year.

Prepared by: Sherine Kurien

Title: Acting Director of Program Development

Department: Senior Programs and Services

Date: 06/12/2026

Approved by: Larry Soule Digitally signed by Larry Soule Date: 2026.07.17 09:40:50 -04'00'

Budget Director

Date:

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

SUBJECT: EISEP **NO FISCAL IMPACT PROJECTED**

OPERATING BUDGET IMPACT

SECTION A - FUND

X GENERAL FUND AIRPORT FUND SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense $110,534

Total Current Year Revenue $110,534

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

Additional Appropriations Other (explain)

Identify Accounts: 263-85-T048

Potential Related Operating Budget Expenses: Annual Amount $110,534

Describe: Funds from New York State Office for the Aging for Expanded In-Home Services to the Elderly to be expended on providing Case Management services.

Potential Related Operating Budget Revenues: Annual Amount $110,534

Describe: Funding received from New York State Office for the Aging for Expanded In-Home Services to the Elderly.

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

Current Year: Without these funds, the Department would not be able to provide Case Management services to seniors in Westchester County.

Next Four Years: Estimated to be the same as above each year.

Prepared by: Sherine Kurien

Title: Acting Director of Program Development

Department: Senior Programs and Services

Date: 06/12/2026

Approved by: Larry Soule Digitally signed by Larry Soule Date: 2026.07.17 09:40:50 -04'00'

Budget Director

Date:

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

SUBJECT: NYS TRANS **NO FISCAL IMPACT PROJECTED**

OPERATING BUDGET IMPACT

SECTION A - FUND

X GENERAL FUND AIRPORT FUND SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense $52,697

Total Current Year Revenue $52,697

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

Additional Appropriations Other (explain)

Identify Accounts: 263-85-T813

Potential Related Operating Budget Expenses: Annual Amount $52,697

Describe: Funds from New York State Office for the Aging for State Transportation to be expended on providing supplemental funding for transportation operations at existing nutrition sites.

Potential Related Operating Budget Revenues: Annual Amount $52,697

Describe: Funding received from New York State Office for the Aging for the State Transportation program.

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

Current Year: Without these funds, the Department would not be able to provide supplemental funding to expand existing nutrition sites and supportive services transportation operations throughout the County.

Next Four Years: Estimated to be the same as above each year.

Prepared by: Sherine Kurien

Title: Acting Director of Program Development

Department: Senior Programs and Services

Date: 06/12/2026

Approved by: Larry Soule Digitally signed by Larry Soule Date: 2026.07.17 09:40:50 -04'00'

Budget Director

Date:

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

SUBJECT: WIN/NSIP **NO FISCAL IMPACT PROJECTED**

OPERATING BUDGET IMPACT

SECTION A - FUND

X GENERAL FUND AIRPORT FUND SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense $1,389,555

Total Current Year Revenue $1,389,555

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

Additional Appropriations Other (explain)

Identify Accounts: 263-85-T928 (WIN); 263-85-T939 (NSIP)

Potential Related Operating Budget Expenses: Annual Amount $1,389,555

Describe: Funds from the New York State Office for the Aging for Wellness in Nutrition to be expended on providing Home Delivered Meals and Nutrition Services Incentive Program.

Potential Related Operating Budget Revenues: Annual Amount $1,389,555

Describe: Funding received from the New York State Office for the Aging for the Wellness in Nutrition program.

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

Current Year: Without these funds, the Department would not be able to provide Home Delivered Meals and Nutrition Services Incentive Program to seniors in Westchester County.

Next Four Years: Estimated to be the same as above each year.

Prepared by: Sherine Kurien

Title: Acting Director of Program Development

Department: Senior Programs and Services

Date: 06/12/2026

Approved by: Larry Soule Digitally signed by Larry Soule Date: 2026.07.17 09:40:50 -04'00'

Budget Director

Date:

Kenneth W. Jenkins
County Executive

Date: July 20, 2026

To: The Honorable Members of the Board of Legislators

From: Kenneth W. Jenkins, County Executive

RE: Act to Enter Into Inter-Municipal Agreements with Westchester Municipalities to Provide Transportation and Nutrition Aid Services to Seniors Under Titles III-B, III-C, and the Nutrition Services Incentive Program of the Older Americans Act of 1965

Transmitted herewith for your review and approval is an act (the "Act"), which, if adopted by your Honorable Board, would authorize the County of Westchester (the "County"), acting by and through its Department of Senior Programs and Services (the "Department"), to enter into inter-municipal agreements (each individually, an "IMA", or collectively, the "IMAs") with the municipalities listed in the attached Exhibit "A" for services to be funded with grant funds received from the New York State Office for the Aging ("NYSOFA") under Titles III-B, III-C, and the Nutrition Services Incentive Program ("NSIP") of the Older Americans Act of 1965, as amended ("OAA") (each individually, a "Program", or collectively, the "Programs").

Each of the IMAs will be for terms corresponding to the terms of the grant agreements entered into between the County and NYSOFA for each Program, except for the IMAs funded under NSIP, which will commence retroactively on October 1, 2025 and continue through September 30, 2026. The IMAs funded by grants received from NYSOFA will not to exceed the specific Program amounts set forth below. The individual IMA amounts allocated for each municipality will be determined at the discretion of the Commissioner of the Department.

Program Funding Amounts

Title III-B	Title III-C & NSIP
$230,021.00	$1,437,661.00

I have been advised that, by resolution approved on June 18, 2026, the Westchester County Board of Acquisition and Contract duly authorized the Department to enter into agreements with NYSOFA to accept grant funds under the Programs.

The services to seniors to be provided under the IMAs are as follows: (i) nutrition services, such as congregate and home-delivered meals; (ii) regional kitchen equipment, supplies, repairs, and vehicle expenses; and (iii) transportation services, to help seniors remain in their homes and community (collectively, the "Services").

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

Your Honorable Board has previously approved similar legislation pursuant to Act No. 262 - 2025. However, the existing authorization expired on December 31, 2025, and a new authorization will be needed to enter into new IMAs.

It should be noted that the Department has complied with the Westchester County Procurement Policy and Procedures (the "Policy"). The IMAs are exempt from procurement pursuant to Section 3(a)(iii) of the Policy, which exempts contracts with "… any State and any political subdivision, agency or instrumentality thereof." Additionally, the IMAs are exempt from procurement pursuant to Section 3(a)(xix) of the Policy, which exempts "any procurement for the purpose of entering into a contract with persons to provide direct services to senior citizens."

Notwithstanding the Policy exemptions detailed above, the IMAs are funded with federal grant monies and are, therefore, subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the "Federal Procurement Regulations").

Pursuant to 2 CFR §200.320 of the Federal Procurement Regulations, contracts greater than $10,000.00 but less than or equal to $350,000.00 must be procured by obtaining price or rate quotations from "an adequate number of qualified sources". Contracts exceeding $350,000.00 must be procured using the Federal Procurement Regulations' formal, competitive procurement methods. Competitive procurement is a generally requirement, unless a "noncompetitive procurement method" applies.

Because the services to seniors are being provided directly by the respective municipalities using their own resources (i.e., senior centers, buses, food service providers, equipment, etc.), it has been determined that non-competitive procurement is appropriate, in accordance with 2 CFR §200.320 (c)(2) of the Federal Procurement Regulations. Specifically, due to the nature and extent of the services being provided, the Services are available only from those single sources.

The proposed IMAs are intended to benefit the County by assisting in the provision of grant-funded services to Westchester County residents. Accordingly, I believe the proposed IMAs are in the best interest of the County and, therefore, recommend your favorable action on the annexed proposed Act.

KJ/MC/BL/mcz
Attachments

HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER

Your Committee is in receipt of a communication from the County Executive recommending the approval of an act (the "Act") which, if adopted by your Honorable Board, would authorize the County of Westchester (the "County"), acting by and through its Department of Senior Programs and Services (the "Department"), to enter into inter-municipal agreements (each individually, an "IMA", or collectively, the "IMAs") with the municipalities listed in the attached Exhibit "A" for services to be funded with grant funds received from the New York State Office for the Aging ("NYSOFA") under Titles III-B, III-C, and the Nutrition Services Incentive Program ("NSIP") of the Older Americans Act of 1965, as amended ("OAA") (each individually, a "Program", or collectively, the "Programs").

Your Committee is advised that each of the IMAs will be for terms corresponding to the terms of the grant agreements entered into between the County and NYSOFA for each Program, commencing retroactively on January 1, 2026 and continuing through December 31, 2026, except for the IMAs funded under NSIP, which will commence retroactively on October 1, 2025 and continue through September 30, 2026. The IMAs funded by grants received from NYSOFA will not to exceed the specific Program amounts set forth below. The individual IMA amounts allocated for each municipality will be determined at the discretion of the Commissioner of the Department.

Program Funding Amounts

Title III-B	Title III-C & NSIP
$230,021.00	$1,437,661.00

Your Committee is further advised that, by resolution approved on June 18, 2026, the Westchester County Board of Acquisition and Contract duly authorized the Department to enter into agreements with NYSOFA to accept grant funds under the Programs.

The services to seniors to be provided under the IMAs are as follows: (i) nutrition services, such as congregate and home-delivered meals; (ii) regional kitchen equipment, supplies, repairs,

and vehicle expenses; and (iii) transportation services, to help seniors remain in their homes and community (collectively, the "Services").

Your Honorable Board has previously approved similar legislation pursuant to Act No. 262 - 2025. However, the existing authorization expired on December 31, 2025, and a new authorization will be needed to enter into new IMAs.

It should be noted that the Department has complied with the Westchester County Procurement Policy and Procedures (the "Policy"). The IMAs are exempt from procurement pursuant to Section 3(a)(iii) of the Policy, which exempts contracts with "… any State and any political subdivision, agency or instrumentality thereof." Additionally, the IMAs are exempt from procurement pursuant to Section 3(a)(xix) of the Policy, which exempts "any procurement for the purpose of entering into a contract with persons to provide direct services to senior citizens."

Notwithstanding the Policy exemptions detailed above, the IMAs are funded with federal grant monies and are, therefore, subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the "Federal Procurement Regulations").

Pursuant to 2 CFR §200.320 of the Federal Procurement Regulations, contracts greater than $10,000.00 but less than or equal to $350,000.00 must be procured by obtaining price or rate quotations from "an adequate number of qualified sources". Contracts exceeding $350,000.00 must be procured using the Federal Procurement Regulations' formal, competitive procurement methods. Competitive procurement is a generally requirement, unless a "noncompetitive procurement method" applies.

Because the services to seniors are being provided directly by the respective municipalities using their own resources (i.e., senior centers, buses, food service providers, equipment, etc.), it has been determined that non-competitive procurement is appropriate, in accordance with 2 CFR §200.320 (c)(2) of the Federal Procurement Regulations. Specifically, due to the nature and extent of the services being provided, the Services are available only from those single sources.

The Department of Planning has advised your Committee that based on its review, the proposed IMAs do 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 9, 2026, which is on file with the Clerk of the Board of Legislators.

Your Committee has been advised that the passage of the attached proposed Act requires an affirmative vote of a majority of the members of your Honorable Board.

Your Committee believes that adoption of the proposed Act is necessary to effectively carry out worthwhile services to Westchester residents. Accordingly, after consideration, your Committee recommends adoption of the annexed proposed Act.

Dated: _____, 2026
White Plains, New York

COMMITTEE ON

C: mcz/7.20.26

ACT NO. _____ – 2026

AN ACT authorizing the County of Westchester to enter into inter-municipal agreements with the municipalities listed in the attached Exhibit "A" for services to be funded with grant funds received from the New York State Office for the Aging under Titles III-B, III-C, and the Nutrition Services Incentive Program of the Older Americans Act of 1965, as amended.

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

Section 1. The County of Westchester (the "County"), acting by and through its Department of Senior Programs and Services (the "Department"), is hereby authorized to enter into inter-municipal agreements (each individually, an "IMA", or collectively, the "IMAs") with the municipalities listed in Exhibit "A" attached hereto, for services to be funded with grant funds received from the New York State Office for the Aging ("NYSOFA") under Titles III-B, III-C, and the Nutrition Services Incentive Program ("NSIP") of the Older Americans Act of 1965, as amended ("OAA") (each individually, a "Program", collectively, the "Programs").

§2. Each of the IMAs shall be for terms corresponding to the terms of the grant agreements entered into between the County and NYSOFA for each Program, commencing retroactively on January 1, 2026 and continuing through December 31, 2026, except for the IMAs funded under NSIP, which will commence retroactively on October 1, 2025 and continue through September 30, 2026.

§3. The IMAs funded by grants received from NYSOFA shall not exceed the specific Program amounts set forth below. The individual IMA amounts allocated for each municipality shall be determined at the discretion of the Commissioner of the Department.

Program Funding Amounts

Title III-B	Title III-C & NSIP
$230,021.00	$1,437,661.00

§4. The services to seniors to be provided under the IMAs shall be as follows: (i) nutrition services, such as congregate and home-delivered meals; (ii) regional kitchen equipment, supplies, repairs, and vehicle expenses; and (iii) transportation services, to help seniors remain in their homes and community

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

§6. This Act shall take effect immediately.

EXHIBIT "A"

2026 LIST OF MUNICIPALITES AND SERVICES

GRANTS:		GRANTS:
III-B		III-C-1, III-C-2 & NSIP
SERVICES		SERVICES
Transportation		**Meals and Other-Regional Kitchen Equipment, Supplies, Repairs & Vehicle Expenses**
Town of Cortlandt		Town of Cortlandt
Town of Eastchester		Town of Eastchester
Town of Greenburgh		Town of Greenburgh
Town of Mamaroneck		Town of Mamaroneck
Village/Town of Mount Kisco		Village/Town of Mount Kisco *
Town of Mount Pleasant		Town of Mount Pleasant
City of Mount Vernon		City of Mount Vernon *
City of New Rochelle		City of New Rochelle
Town of Ossining		Town of Ossining
City of Peekskill		City of Peekskill *
Village of Port Chester		Village of Port Chester
Town of Somers		Town of Somers
City of White Plains		City of White Plains
City of Yonkers		City of Yonkers
Town of Yorktown		Town of Yorktown *

Note:

- ALL municipalities listed above under Title III-B will provide Transportation Services
- ALL municipalities listed above under III-C-1, III-C-2 & NSIP will provide Meals, EXCEPT that ONLY those marked with an asterisk (*) will also provide Other-Regional Kitchen Equipment, Supplies, Repairs & Vehicle Expenses

DRAFT

THIS AGREEMENT ("Agreement") made _____, by and between:

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

and

[ENTER NAME OF MUNICIPALITY] _____**,** a municipal corporation, having an office and principal place of business at: **[ENTER ADDRESS OF MUNICIPALITY]** _____ (hereinafter referred to as the "Municipality")

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

W I T N E S S E T H:

WHEREAS, the County, acting by and through its Department of Senior Programs and Services (the "Department") has been awarded a grant from the New York State Office for the Aging ("NYSOFA") for the provision of several services under Title III-C and the Nutrition Services Incentive Program ("NSIP") of the Older Americans Act ("Program"); and

WHEREAS, the County desires to use a portion of said grant funds to provide nutrition services, such as congregate and home-delivered meals, regional kitchen equipment, supplies, repairs, and vehicle expenses to elderly residents of the County ("Services") to meet the needs of older adults residing within the County; and

WHEREAS, the County desires that the Municipality perform the Services under the Program, subject to the terms and conditions contained herein; and

WHEREAS, the Municipality agrees to perform the Services under the Program, subject to the terms and conditions contained herein.

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

DRAFT

FIRST: The Municipality shall provide the Services, as more fully described in Schedule "A", which is attached hereto and made a part hereof, to meet the needs of older adults and caregivers residing within the County of Westchester, as such individuals are more particularly detailed in Section "**TWELFTH**" hereof and Schedule "I" attached hereto and made a part hereof. The Municipality shall also comply with the terms and conditions set forth in the schedules which are attached hereto and made a part hereof. The Municipality agrees that it, and its County-approved subcontractors, if any, will provide the Services in accordance with current industry standards and trade practices, and the terms of the Standard Assurances in the approved Four Year Plan and/or the Annual Update to the Four Year Plan (collectively the "Plan") as detailed in Schedule "I". The Municipality agrees to cooperate and comply with all applicable obligations and requirements set forth in the Plan.

The Municipality shall report to the County on its progress toward completing the Services, as the Commissioner of the Department or his/her duly authorized designee (the "Commissioner") may request, and shall immediately inform the Commissioner in writing of any cause for delay in the performance of its obligations under this Agreement.

SECOND: The term of this Agreement shall commence retroactively on _____, 202_ and terminate on _____, 202_, unless terminated sooner pursuant to the provisions hereof.

THIRD: For the Services to be performed pursuant to Section "**FIRST**," the Municipality shall be paid an amount not-to-exceed **[WRITE OUT FUNDING AMOUNT]** AND 00/100 ($_____) DOLLARS, payable on a monthly basis, according to the agreed-upon amounts and/or rates in the approved budget as described in Schedule "B". It should be noted that Schedule "B" is either, a.) attached hereto, and made a part hereof, or b.) a Repository Document, (collectively the "Budget"), and hereby incorporated by reference. The Municipality shall contribute **[WRITE OUT FUNDING AMOUNT]** AND 00/100 ($_____) DOLLARS in Municipality matching funds toward the Services.

Payment shall be made only after the County has received any and all supporting documentation the County may require and the same has been approved by the Commissioner. Except as otherwise expressly stated in this Agreement, no payment shall be made by the County to the Municipality for out-of-pocket expenses or disbursements made in connection with the

Services rendered or the work to be performed hereunder. The Municipality shall be solely responsible for any over-expenditure of funds and the County shall not be responsible for any over-expenditure.

The Municipality 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 Municipality prior to completion of all Services, the submission of reports and the approval of same by the Commissioner.

The Municipality 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 Municipality 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 Municipality 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 the Municipality fails to cooperate with such audit. The County shall, in addition, have the right to audit such books and records subsequent to payment, if such audit is commenced within six (6) years following termination of this Agreement.

In addition to any general audit rights to which the County may be entitled hereunder, the County also reserves the right to audit and monitor the Municipality's performance under this Agreement. Such audit may include requests for documentation or other information which the Commissioner may deem necessary and appropriate to verify the information provided by the Municipality as required by Section "**FIRST**". 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 the Services and/or to conduct interviews of staff and patrons, where appropriate and not otherwise prohibited by law.

FIFTH: The County may, in its sole discretion, if it shall deem such payment to be required in furtherance of the Program, make advance payment to the Municipality prior to receipt of payment or approval therefore by NYSOFA, provided that, in the event NYSOFA subsequently fails or refuses to pay the County, or if such expense is not a proper expenditure under the Program, the Municipality shall immediately reimburse the County for such advance payment made to the Municipality, or, the County, in its discretion, may deduct such amount from future payments due and owing the Municipality under this Agreement.

The Parties recognize and acknowledge that the obligations of the County under this Agreement are subject to the County's receipt of federal/state funds from NYSOFA. The County has no liability under this Agreement beyond the amounts available from NYSOFA under adopted federal/state budgets for this Agreement. To the extent that this Agreement extends beyond the end date of the County's Application to NYSOFA, payment to the Municipality is contingent upon provision of funding to the County in the subsequent year.

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

In addition, the Parties recognize and acknowledge that the obligations of the County under this Agreement are subject to annual appropriations by its Board of Legislators pursuant to the Laws of Westchester County. Therefore, this Agreement shall be deemed executory only to the extent of the monies appropriated and available. The County shall have no liability under this Agreement beyond funds appropriated and available for payment pursuant to this Agreement. The Parties understand and intend that the obligation of the County hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or monies 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/or 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/or 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 at the agreed-upon amounts and/or rates specified in the Budget. Upon receipt of notice that the County is terminating this Agreement in its best interest, the Municipality shall stop Services immediately and incur no further costs in furtherance of this Agreement without the express approval of the Commissioner, and the Municipality shall direct any County-approved subcontractors to do the same.

In the event of a dispute as to the value of the Services rendered by the Municipality prior to the date of termination, it is understood and agreed that the Commissioner shall determine the value of such Services rendered by the Municipality. 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 Services provided for in this Agreement, or contract for their completion, and any additional expense or cost of such completion shall be charged to and paid by the Municipality. Without limiting the foregoing, upon written notice to the Municipality, repeated breaches by the Municipality of duties or obligations under this Agreement shall be deemed a material breach of this Agreement justifying termination for cause hereunder without requirement for further opportunity to cure.

SEVENTH: The Municipality 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: 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.

(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;

(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 Municipality, 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 obey, perform and comply, at its own expense, with the provisions of all 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"), including the Standard Assurances set forth in Schedule "I," applicable to this Agreement or the Services to be performed under this Agreement. Without limiting the generality of the foregoing, the Municipality 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 Parties that each and every provision required by law, contract, or other proper authority to be included in this Agreement shall, for all intents and purposes, be considered and deemed included herein. The Municipality understands and acknowledges that for each and every such provision that has, through mistake or otherwise, either not been inserted in writing or been inserted in writing in an incorrect form, the Municipality hereby consents to amending this Agreement in writing, upon receipt of notice from the County, for the purpose of inserting or correcting the provision in question.

TENTH: All records or recorded data of any kind compiled by the Municipality 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 Municipality 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 above, the Municipality agrees that all materials developed by the Municipality or its County-approved sub-contractors in connection with programs funded under the Plan ("Materials") shall be the property of NYSOFA, and in the event that the Materials are not the property of NYSOFA, the Materials shall be the property of the County. NYSOFA also reserves the right to copyright all such Materials, the exclusive right to reproduce, publish or otherwise use, and to authorize others to use these Materials, subject to any restrictions in federal Laws and Regulations. Municipality or its County-approved sub-contractors are prohibited from creating copies of Materials without the express written consent by the County.

Notwithstanding the foregoing, all deliverables created under this Agreement by the Municipality are to be considered "works made for hire." If any of the deliverables do not qualify as "works made for hire," the Municipality 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 Municipality agrees to assist the County, if required, in perfecting these rights. The Municipality shall provide the County with at least one copy of each deliverable. The Municipality 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 Municipality 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.

ELEVENTH: The Municipality hereby agrees that any document, record or recorded data of any kind delivered to the County pursuant to this Agreement, which the County intends to digitally publish and make available on the Internet or Intranet, shall comply with the most current standards set forth in both, (a) Section 508 of the federal Rehabilitation Act of 1973, as amended; and (b) the Web Content Accessibility Guidelines (WCAG) (collectively, the "Accessibility

Standards"), pursuant to the goals and objectives of the Americans with Disabilities Act of 1990 and the County's Digital Content Accessibility Policy, which is linked hereto and made a part hereof: https://www.westchestergov.com/digital-content-accessibility-policy. The Accessibility Standards shall not apply to drafts or non-final versions of any such documents, unless the County, in writing, specifies otherwise.

The Municipality must demonstrate compliance with the Accessibility Standards and may do so using third-party accessibility 'checker' software, manual checking or any another suitable method acceptable to the County. Further, the County may require the Municipality, at the Municipality's sole cost and expense, to certify compliance with the Accessibility Standards.

If the County determines that a document or other deliverable does not meet the Accessibility Standards, the Municipality shall, at its sole cost and expense, promptly remedy such non-compliance. In the event the Municipality does not promptly remedy any such non-compliant issues or deficiencies, the County may exercise any rights and remedies available to it at law or equity, including, but not limited to, the right to remedy said issues or deficiencies, in which event the County shall either seek reimbursement from the Municipality for any such costs and expenses incurred by the County in connection therewith, to be paid within thirty (30) days from receipt of written notice thereof, or offset such costs and expenses against any amounts due to the Municipality under the Agreement or other agreements.

TWELFTH: 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 Services without the written consent of the County, subject to any necessary legal approvals. Any purported delegation of duties, assignment of rights or subcontracting of the Services 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, and the Municipality must provide the Department, upon request, with a copy of its executed agreement/s with all approved subcontractors providing the Services. It is recognized and understood by the Municipality that for the purposes of this Agreement, all Services performed by a County-approved subcontractor shall be deemed Services performed by the Municipality and the Municipality shall ensure that such subcontracted Services are subject to the material terms and

conditions of this Agreement. All subcontracts for the Services shall expressly reference the subcontractor's duty to comply with the material terms and conditions of this Agreement and shall attach a copy of this Agreement, including Schedule "I". 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 this Agreement, including Schedule "I", 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 Commissioner a letter signed by the owner and/or chief executive officer of the Municipality or his/her duly authorized representative certifying that each and every approved subcontractor is in compliance with the material terms and conditions of the Agreement.

THIRTEENTH: (a) The Municipality, to the extent it has to provide Services, agrees to provide Services to meet the needs of older adults and caregivers, particularly those in greatest social and economic need including, but not limited to, low-income individuals, low-income minorities, individuals with limited English proficiency ("LEP"), rural residents, Native Americans, individuals who are institutionalized or at risk for institutionalization, specifically including survivors of the Holocaust, individuals with Alzheimer's Disease and related dementias, individuals with disabilities, caregivers of individuals with Alzheimer's Disease/related dementias and with disabilities, minorities, frail, vulnerable, LGBTQ+, and homebound individuals. As a material element of this Agreement, Municipality agrees to fully comply with the provisions required by NYSOFA concerning equal access to Services, which includes language accessibility, non-discrimination and concentration of Services on target populations, as more fully set forth in Schedule "A," attached hereto and made a part hereof.

The Municipality also agrees to meet specific objectives established by the County for providing services to the above groups. The Municipality further agrees to concentrate the Services on older adults and caregivers in the targeted populations identified by the County following the methods the County has established.

(b) The Municipality shall inform individuals with LEP of the availability of free language assistance by providing written notice of such assistance in a manner designed to be understood by such individuals and, at minimum, have a telephonic interpretation service contract or similar community arrangement with a language interpretation services provider of their choice. The Municipality must indicate the interpretive service provider and shall train staff that have contact with the public in the timely and appropriate use of these and other available language services.

(c) The Municipality shall assist participants in taking advantage of benefits under other programs and assure that the Services provided are coordinated and do not unnecessarily duplicate services provided by other sources.

(d) Attached hereto as Schedule "H" is the "NYSOFA Contributions and Other Program Income Policy." The Municipality shall provide participants an opportunity to voluntarily contribute to the cost of the Services received. The Municipality must use all collected contributions to expand the Services for which the contributions were given to supplement the funds received under this Agreement.

(e) The Municipality warrants that the Services shall be provided in an accurate and timely manner without interruption, failure, or error due to inaccuracy of the Services or product's operations in processing date/time data. This includes but is not limited to calculating, comparing, and sequencing various time/date transitions, such as leap year calculations. The Municipality accepts responsibility for damages resulting from any delays, errors or untimely performances resulting therefrom, including but not limited to the failure or untimely performance of such Services.

(f) The Municipality agrees that, to the extent it or its subcontractors, if any, maintains personal information relating to applicants or recipients of Services pursuant to this Agreement, such information will be kept confidential and shared with the County; or with other entities upon the consent of the applicant, recipient or an authorized representative of the applicant or recipient; or as required by federal or state laws.

FOURTEENTH: The Municipality shall provide the County with timely information needed to satisfy reporting requirements as specified by NYSOFA. Without limiting the right of the County to require additional reports regarding the Program, as well as complying with the reporting requirements in Schedule "A", the Municipality shall provide the Department with the following:

(a) Evaluation method of the Program as directed by the Department;

(b) The Programmatic monthly reporting system for Service Delivery Information and Service Recipient Information must be submitted using NYSOFA's electronic based system. Until further notice, Municipality is required to mail in the NYSOFA Client Statewide Data System ("PeerPlace") MONTHLY ELECTRONIC PAPER REPORT and/or other approved reporting measure, signed by the staff member responsible for the report. Reports must be received by the County no later than the tenth (10th) day of the following month and/or entered on the website at the same time. The Municipality understands and agrees that submission of the monthly report by the deadline set forth above constitutes a material element of this Agreement. The County reserves the right to withhold payment to Municipality for its failure to submit the monthly report by the deadline, until such time as the monthly report is received by the County. Repeated failures by Municipality to submit the monthly report by the stated deadline will constitute a material breach of this Agreement justifying termination for cause as provided in Section "**SIXTH**" hereof.

The Municipality agrees to maintain appropriate records, in form as required by the County and NYSOFA, and to retain these records for at least six (6) years after final payment is made under this Agreement. The Municipality agrees to provide access to all books, documents and all pertinent materials related to this Agreement for examination to authorized representatives of the Administration on Aging/Administration for Community Living ("AoA"/ "ACL") of the United States Department of Health and Human Services ("HHS"), Office of the New York State Office of the State Comptroller ("OSC") or their representatives, staff of NYSOFA, and/or the County. The Municipality also agrees to fully cooperate with providing access to other federal or state governmental agencies at the request of NYSOFA.

Additional documentation of reports, expenses, statistical information and supporting documentation concerning the Services shall be provided to the County by the Municipality at the request of the County and may include, without limiting the County's right to require additional documentation, invoices for all purchases, payroll time records, payroll records for local support

contribution, municipal payment vouchers for government agencies and canceled checks for private agencies.

FIFTEENTH: The Parties agree that the Municipality and its officers, employees, agents, contractors, subcontractors and/or consultants 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, subcontractors and/or consultants will hold themselves out as, or claim to be, officers or employees of the County or any department, agency or unit thereof.

SIXTEENTH: 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 Services 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.

SEVENTEENTH: If equipment costing $1,000.00 or more is purchased with any federal or state funds under this Agreement, and the equipment is no longer needed for activities supported by the Programs, NYSOFA and/or the County reserve the right to select a recipient for and approve the transfer to such recipient of such equipment, which must be used for services to older adults. The Municipality understands, acknowledges, and agrees that it shall have no ownership interest in such equipment.

EIGHTEENTH: 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), to the addresses as set forth below or to such other addresses as the respective Parties hereto may designate in writing. Notice shall be effective on the date of receipt. Notices shall be sent to the following:

To the County: Commissioner
Department of Senior Programs and Services
9 South First Avenue, 10th Floor
Mount Vernon, New York 10550-3414

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

To the Municipality: _____

_____

_____

NINETEENTH: The Municipality agrees that any program, public information materials, or other printed or published materials on the Services of or funded by the Program shall give due recognition to NYSOFA and as appropriate AoA and / or the Administration for Community Living ("ACL"). NYSOFA has approved the following language that the Municipality must use when disseminating NYSOFA and / or AoA / ACL funded materials and /or advertising:

> *"This material has been funded in whole or in part by grants from the New York State Office for the Aging (NYSOFA), and/ or the Administration on Aging (AOA) and/ or Administration for Community Living (ACL). Nothing herein is intended, nor should be construed, as an endorsement by the State of New York."*

TWENTIETH: 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 Party.

In the event of any conflict between the terms of this Agreement and the terms of any schedule hereto, it is understood the following order of precedence shall apply and shall be controlling with respect to any interpretation of the meaning and intent of the Parties:

1. The Plan (Schedule "I").
2. The body of this Agreement.
3. The remaining schedules attached to this Agreement.

TWENTY-FIRST: 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.

TWENTY-SECOND: 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 contractors on an "as needed" basis.

TWENTY-THIRD: The Municipality 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-FOURTH: VENDOR DIRECT PAYMENT: All payments made by the County to the Municipality will be made by electronic funds transfer ("EFT") pursuant to the County's Vendor Direct Program. If the Municipality is not already enrolled in the Vendor Direct Program, the Municipality shall fill out and submit an EFT Authorization Form attached hereto as Schedule "D". If the Municipality is already enrolled in the Vendor Direct Program, the Municipality hereby agrees to immediately notify the County's Finance Department in writing if the EFT Authorization Form on file must be changed, and provide an updated version of the document.

TWENTY-FIFTH: Pursuant to Federal Executive Order 12549, and as prescribed by federal regulations, including 48 C.F.R. Subpart 9.4, the Municipality hereby agrees to complete the Debarment and Suspension Certificate attached hereto as Schedule "E" and which is made a part hereof. The Municipality certifies that, to the best of its knowledge and belief, it is and will comply with 2 CFR Part 376, regarding non-procurement debarment and suspension concerning public (federal, state or local) transactions. If necessary, the Municipality will submit an

explanation of why it cannot provide this certification.

In addition, the Municipality agrees to sign the certifications regarding Drug Free Workplace and Lobbying, attached hereto as Schedule "F" and Schedule "G", and made a part hereof.

TWENTY-SIXTH: 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.

TWENTY-SEVENTH: The Municipality 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 Municipality to solicit or secure a contract with the County of Westchester for the goods or services specified herein, 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 Municipality any fee, commission, percentage, gift or other consideration, contingent upon or resulting from the award or making of such contract provided, however, Municipality may alternatively certify that such fee, commission, percentage, gift or other consideration, contingent upon or resulting from the award or making of such contract, is part of the standard method of compensation for the employee.

TWENTY-EIGHTH: 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-NINTH: This Agreement shall not be enforceable until signed by both Parties and approved by the Office of the County Attorney.

THIRTIETH: The recitals to this Agreement are incorporated as if fully set forth herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK/SIGNATURE PAGE FOLLOWS]

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

THE COUNTY OF WESTCHESTER

By: _____
Name:
Title:

[ENTER MUNICIPALITY NAME]

By: _____
Name:
Title:

ATTESTATION REGARDING AUTHORITY OF SIGNATORY

I hereby attest that I am an officer of the Municipality and that the person who executed this Agreement for the Municipality did, at the time of such execution, have authority to execute this Agreement for and on behalf of the Municipality. Accordingly, said signatory and I understand, acknowledge, and agree that the Municipality, as part of the terms of this Agreement, hereby waives any and all claims regarding the sufficiency of the signature of said signatory.

By: _____
Name:
Title:

Authorized by the Westchester County Board of Legislators by Act No._____ duly adopted on the___day of _____, 202__.

Approved:

_____
Assistant County Attorney
County of Westchester

ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 20__ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: _____ _____

Notary Public

RPL § 309-a; NY CPLR § 4538

CERTIFICATE OF AUTHORITY

(Municipality)

I, _____,
(Officer other than officer signing contract)
certify that I am the _____ of the
(Title)
_____
(Name of Municipality)

(the "Municipality") a corporation duly organized in good standing under the
_____
(Law under which organized, e.g., the New York Village Law, Village Law, General Municipal Law)

named in the foregoing agreement that _____
(Person executing agreement)

who signed said agreement on behalf of the Municipality was, at the time of execution
_____of the Municipality,
(Title of such person),

that said agreement was duly signed for on behalf of said Municipality by authority of its
_____
(Village Board, Village Board, Municipality Council)

thereunto duly authorized, and that such authority is in full force and effect at the date hereof.

_____
(Signature)

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

On this _____ day of _____, 2026, before me personally came _____
_____ whose signature appears above, to me known, and know to be the
_____ of _____,
(title)
the municipal corporation described in and which executed the above certificate, who being by me duly sworn did depose and say that he, the said _____
resides at _____, and that he is the
_____ of said municipal corporation.
(title)

_____
Notary Public County

SCHEDULE "A"

SCOPE / SPECIFICATIONS

SCHEDULE "A" STARTING ON NEXT PAGE

SCHEDULE "B"

APPROVED BUDGET

SCHEDULE "B", STARTING ON NEXT PAGE

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.

Important information for Municipality and Insurance Brokers:

(The below is required for ACORD insurance certificates)

For Additionally Insured & Waiver of Subrogation status on an ACORD certificate:

a. Check off the additional insured (ADDL INSD) *and* waiver of subrogation (SUBR WVD) boxes next to the following policies:

- Commercial General Liability
- Automobile Liability
- Umbrella/Excess Liability

***And* input the following language into Description of Operations box**: "Certificate holder is included as additional insured on a primary & non-contributory basis"

OR

b. Input following language into Description of Operations box:

"Certificate holder is included as additional insured on a primary & non-contributory basis under the Commercial General Liability, Automobile Liability and Umbrella/Excess Liability policies. All policies include a waiver of subrogation in favor of the certificate holder applies as required by written contract"

SCHEDULE "D"

Westchester County Vendor Direct Program Frequently Asked Questions

1. WHAT ARE THE BENEFITS OF THE ELECTRONIC FUNDS TRANSFER (EFT) ASSOCIATED WITH THE VENDOR DIRECT PROGRAM?
There are several advantages to having your payments automatically deposited into your designated bank account via EFT:

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

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

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

3. HOW QUICKLY WILL A PAYMENT BE DEPOSITED INTO MY ACCOUNT?
Payments are deposited two business days after the voucher/invoice is processed. Saturdays, Sundays, and legal holidays are not considered business days.

4. HOW WILL I KNOW WHEN THE PAYMENT IS IN MY BANK ACCOUNT AND WHAT IT IS FOR?
Under the Vendor Direct program you will receive an e-mail notification two days prior to the day the payment will be credited to your designated account. The e-mail notification will come in the form of a remittance advice with the same information that currently appears on your check stub, and will contain the date that the funds will be credited to your account.

5. WHAT IF THERE IS A DISCREPANCY IN THE AMOUNT RECEIVED?
Please contact your Westchester County representative as you would have in the past if there were a discrepancy on a check received.

6. WHAT IF I DO NOT RECEIVE THE MONEY IN MY DESIGNATED BANK ACCOUNT ON THE DATE INDICATED IN THE E-MAIL?
In the unlikely event that this occurs, please contact the Westchester County Accounts Payable Department at 914-995-4708.

7. WHAT MUST I DO IF I CHANGE MY BANK OR MY ACCOUNT NUMBER?
Whenever you change any information or close your account a new Vendor Direct Payment Authorization Form must be submitted. Please contact the Westchester County Accounts Payable Department at 914-995-4708 and we will e-mail you a new form.

8. WHEN COMPLETING THE PAYMENT AUTHORIZATION FORM, WHY MUST I HAVE IT SIGNED BY A BANK OFFICIAL IF I DON'T INCLUDE A VOIDED CHECK?
This is to ensure the authenticity of the account being set up to receive your payments.

Westchester gov.com

Westchester County • Department of Finance • Treasury Division

Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form

Authorization is: *(check one)*
- ☐ New
- ☐ Change
- ☐ No Change

INSTRUCTIONS: Please complete both sections of this Authorization form and attach a voided check. See the reverse for more information and instructions. If you previously submitted this form and there is no change to the information previously submitted, ONLY complete lines 1 through 6 of section 1.

Section I - Vendor Information

1. Vendor Name:

2. Taxpayer ID Number or Social Security Number:

3. Vendor Primary Address

4. Contact Person Name: | Contact Person Telephone Number:

5. Vendor E-Mail Addresses for Remittance Notification:

6. Vendor Certification: *I have read and understand the Vendor Direct Payment Program and hereby authorize payments to be received by electronic funds transfer into the bank that I designate in Section II. I further understand that in the event that an erroneous electronic payment is sent, Westchester County reserves the right to reverse the electronic payment. In the event that a reversal cannot be implemented, Westchester County will utilize any other lawful means to retrieve payments to which the payee was not entitled.*

Authorized Signature _____ Print Name/Title _____ Date _____

Section II- Financial Institution Information

7. Bank Name:

8. Bank Address:

9. Routing Transit Number:

10. Account Type: (check one) ☐ Checking ☐ Savings

11. Bank Account Number: | 12. Bank Account Title:

13. Bank Contact Person Name: | Telephone Number:

14. FINANCIAL INSTITUTION CERTIFICATION (required **ONLY** if directing funds into a Savings Account **OR** if a voided check is not attached to this form): *I certify that the account number and type of account is maintained in the name of the vendor named above. As a representative of the named financial Institution, I certify that this financial Institution is ACH capable and agrees to receive and deposit payments to the account shown.*

Authorized Signature _____ Print Name / Title _____ Date _____

(Leave Blank - to be completed by Westchester County) - Vendor number assigned

Westchester County • Department of Finance • Treasury Division

Electronic Funds Transfer (EFT)
Vendor Direct Payment Authorization Form

GENERAL INSTRUCTIONS

Please complete both sections of the Vendor Direct Payment Authorization Form and forward the completed form (along with a voided check for the account to which you want your payments credited) to: Westchester County Department of Finance, 148 Martine Ave, Room 720, White Plains, NY 10601, Attention: Vendor Direct. Please see item 14 below regarding attachment of a voided check.

Section I - VENDOR INFORMATION

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

Section II - FINANCIAL INSTITUTION INFORMATION

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

NEW/CHANGE VEN EFT 9/08

SCHEDULE "E"

Certification Regarding Debarment and Suspension

1) As required by Federal Executive Order 12549, and prescribed by federal regulations, including 48 C.F.R. Subpart 9.4, the Municipality certifies that it, and its principals:

(a) Are not presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency;

(b) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal Offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, including any violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) above; and

(d) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

Date:_____

_____
Signature

_____
Name & Title

_____
Organization

1

SCHEDULE "F"

DELETE this schedule from Municipality's Agreement IF the amount of the Agreement is LESS than $100,000 and revise lettering of following schedules according to NOTE above. DELETE this comment from Municipality's Agreement if this schedule is required for Agreement

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, 41 U.S.C. § 701 et seq. *See* 48 C.F.R. Subpart 23.5.

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 after 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 paragraph (a), (b), (c), (d), (e) and (f).

_____
Organization

_____
Authorized Signature Title
Date

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

SCHEDULE "G"

DELETE this schedule from Municipality's Agreement IF the amount of the Agreement is LESS than $100,000 and revise lettering of following schedules according to NOTE above. DELETE this comment from Municipality's Agreement if this schedule is required for Agreement

Certification Regarding Lobbying
Certification for Contracts, Grants, Loans,
and Cooperative Agreements

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

(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 or 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 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 this 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 31 U.S.C. § 1352. 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.

_____
Organization

_____
Authorized Signature Title Date

NOTE: If Disclosure Forms are required, please contact: Mr. Will Sexton, Deputy Director, Grants and Contracts Management Division, Room 341F, HHH Building, 200 Independence Avenue, SW, Washington, D.C. 20201-00011

SCHEDULE "H"

NEW YORK STATE OFFICE FOR THE AGING

Contributions and Other Program Income Policy

[DO NOT DELETE THE BELOW LANGUAGE FROM MASTER TEMPLATE]

THIS SCHEDULE SHOULD BE INCLUDLED IN AGREEMENT ONLY IF THE AGREEMENT PROVIDES DIRECT SERVICES TO SENIORS SUCH AS THOSE IN PART III. A OF THE *NYSOFA Contributions and Other Program Income Policy – DELETE THIS LANGUAGE FROM PAGE IN THE CONTRACTOR'S AGREEMENT*

[DELETE THIS SCHEDULE AND CHANGE LETTER OF FOLLOWING SCHEDULE TO "H" AS APPLICABLE IF CONTRIBUTIONS ARE NOT A REQUIREMENT - *DELETE THIS LANGUAGE FROM PAGE IN THE Municipality AGREEMENT*

SCHEDULE "I"

NEW YORK STATE OFFICE FOR THE AGING

STANDARD ASSURANCES

ATTACHMENT A,
THE 2024-28 FOUR YEAR PLAN,
APRIL 1, 2024 – MARCH 31, 2028

[UPDATE ABOVE BASED ON CURRENT YEAR AND DELETE THIS LANGUAGE IN THE MUNICIPALITY'S AGREEMENT ONLY – DO NOT DELETE THIS LANGUAGE FROM MASTER TEMPLATE]

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

SUBJECT: III-B Funds **NO FISCAL IMPACT PROJECTED**

OPERATING BUDGET IMPACT

SECTION A - FUND

X GENERAL FUND AIRPORT FUND SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense $230,021

Total Current Year Revenue $230,021

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

Additional Appropriations Other (explain)

Identify Accounts: 263-85-T686

Potential Related Operating Budget Expenses: Annual Amount $230,021

Describe: Funds from Federal Government are used to provide transportation services to Seniors in Westchester County.

Potential Related Operating Budget Revenues: Annual Amount $230,021

Describe: Funding received from the Federal Government under the Older Americans Act.

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

Current Year: Without these funds, the Department would not be able to provide transportation services to Seniors in Westchester County.

Next Four Years: Estimated to be the same as above each year.

Prepared by: Sherine Kurien

Title: Acting Director of Program Development

Department: Senior Programs and Services

Date: 06/01/2026

Approved by: Larry Soule Digitally signed by Larry Soule Date: 2026.07.17 09:40:50 -04'00'

Budget Director

Date:

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

SUBJECT: III-C1/NSIP **NO FISCAL IMPACT PROJECTED**

OPERATING BUDGET IMPACT

SECTION A - FUND

X GENERAL FUND AIRPORT FUND SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense $885,720

Total Current Year Revenue $885,720

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

Additional Appropriations Other (explain)

Identify Accounts: 263-85-T941 (III-C1); 263-85-T939 (NSIP)

Potential Related Operating Budget Expenses: Annual Amount $885,720

Describe: Funds from Federal Government are used to provide seniors with Congregate Meals, Nutrition Services Incentive Program, and supplement regional kitchen equipment, supplies, repairs, and vehicle expenses as needed.

Potential Related Operating Budget Revenues: Annual Amount $885,720

Describe: Funding received from the Federal Government under the Older Americans Act.

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

Current Year: Without these funds, the Department would not be able to provide seniors with Congregate Meals, Nutrition Services Incentive Program, and supplement regional kitchen equipment, supplies, repairs, ar

Next Four Years: Estimated to be the same as above each year.

Prepared by: Sherine Kurien

Title: Acting Director of Program Development

Department: Senior Programs and Services

Date: 06/01/2026

Approved by: Larry Soule Digitally signed by Larry Soule Date: 2026.07.17 09:40:50 -04'00'

Budget Director

Date:

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

SUBJECT: III-C2/NSIP **NO FISCAL IMPACT PROJECTED**

OPERATING BUDGET IMPACT

SECTION A - FUND

X GENERAL FUND AIRPORT FUND SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense $551,941

Total Current Year Revenue $551,941

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

Additional Appropriations Other (explain)

Identify Accounts: 263-85-T942 (III-C2); 263-85-T939 (NSIP)

Potential Related Operating Budget Expenses: Annual Amount $551,941

Describe: Funds from Federal Government are used to provide seniors with Home Delivered Meals, Nutrition Services Incentive Program, and supplement regional kitchen equipment, supplies, repairs, and vehicle expenses as needed.

Potential Related Operating Budget Revenues: Annual Amount $551,941

Describe: Funding received from the Federal Government under the Older Americans Act.

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

Current Year: Without these funds, the Department would not be able to provide seniors with Home Delivered Meals, Nutrition Services Incentive Program, and supplement regional kitchen equipment, supplies,

Next Four Years: Estimated to be the same as above each year.

Prepared by: Sherine Kurien

Title: Acting Director of Program Development

Department: Senior Programs and Services

Date: 06/01/2026

Approved by: Larry Soule Digitally signed by Larry Soule Date: 2026.07.17 09:40:50 -04'00'

Budget Director

Date:

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, would authorize the County of Westchester (the "County"), acting by and through its Department of Parks, Recreation and Conservation, to enter into an easement agreement ("Easement Agreement") with the Village of Croton-on-Hudson (the "Village") to accept a nonexclusive 20-foot wide by approximately 674-foot long permanent easement for utility and telecommunication purposes on, over, through, and across Village land designated as section, block and lot number ("Tax Parcel ID No.") 68.14-3-3 on the Tax Maps for the Town of Cortlandt and designated by the following metes and bounds description:

THE EASEMENT, BEGINNING AT A POINT WITH NYS-PCS COORDINATES N. 869,123.684, E. 666,643.009. SAID POINT AND PLACE OF BEGINNING BEING DISTANT FROM THE SOUTHWESTERLY CORNER OF THE PREMISES KNOWN AS THE VILLAGE OF CROTON-ON-HUDSON WATER SUPPLY DEPARTMENT LANDS SITUATED ON THE NORTH EASTERLY LINE OF NYS ROUTE 129. SAID SOUTH WESTERLY CORNER HAVING NY-SPC COORDINATES N. 869,043.378 E, 666,218.205. NORTH 39 DEGRESS 23 MINUTES 29 SECONDS EAST 2.630 FEET, NORTH 38 DEGRESS 36 MINUTES 49 SECONDS EAST 31.690 FEET, SOUTH 55 DEGREES 40 MINUTES 07 SECONDS EAST 192.161 FEET, AND NORTH 56 DEGRESS 30 MINUTES 35 SECONDS EAST 293.381 FEET.

THENCE FROM THE POINT AND PLACE OF BEGINNING THE FOLLOWING COURSES AND DISTANCES:
NORTH 35 DEGREES 7 MINUTES 7 SECONDS WEST 10.00 FEET, NORTH 54 DEGREES 54 MINUTES 47 SECONDS EAST 8.662 FEET, NORTH 54 DEGREES 54 MINUTES 47 SECONDS EAST 231.134 FEET, NORTH 45 DEGREES 22 MINUTES 00 SECONDS EAST 161.791 FEET, NORTH 41 DEGREES 48 MINUTES 49 SECONDS EAST 150.023 FEET, SOUTH 86 DEGREES 06 MINUTES 24 SECONDS EAST 145.645 FEET TO A POINT ON THE DIVISION LINE BETWEEN THE PREMISES

DESCRIBED HEREIN AND THE LANDS OF WESTCHESTER COUNTY.
THENCE ALONG THE AFORESAID DIVISION LINE SOUTH 32 DEGREES 19 MINUTES 55 SECONDS WEST 22.745 FEET TO A POINT.
THENCE ALONG THE LINE OF THE AFORESAID EASEMENT NORTH 86 DEGREES 06 MINUTES 24 SECONDS WEST 125.042 FEET, SOUTH 41 DEGREES 48 MINUTES 49 SECONDS WEST 140.871 FEET, SOUTH 45 DEGREES 22 MINUTES 00 SECONDS WEST 164.083 FEET, SOUTH 54 DEGREES 54 MINUTES 47 SECONDS WEST 224.786 FEET AND
SOUTH 54 DEGREES 54 MINUTES 47 SECONDS WEST 16.667 FEET TO A POINT.
THENCE NORTH 35 DEGREES 07 MINUTES 07 SECONDS WEST 10.00 FEET TO THE POINT AND PLACE OF BEGINNING OF THE EASEMENT DESCRIBED HEREIN.
("Easement Area")

Your Committee is advised that the purpose of the easement is to benefit County land that is adjacent of the Village land, located across the Croton River and designated as Tax Parcel ID No 68.14-4-1 on the Tax Maps for the Town of Cortland (commonly known as 352 Yorktown Road, Croton-on-Hudson) (the "County Parcel"), which was acquired by County by a deed from C. Wesley Reynold, Jr., dated March 24, 1999, recorded in the Westchester County Clerk's Office, Division of Land Records, at Liber 12258, page 86.

The Committee is further advised that the County will be granted the right to install a new fifty foot County-owned utility pole in the Easement Area and install/run a new County-owned electrical utility line ("County Utility Line") from the County Parcel over the Easement Area to the County Pole and then to Village-owned Pole number. 4, connect the County Utility Line to Village A phase wire at Village Pole 4, and then share the Village A phase wire and Village Pole numbers 1-4, inclusive, to connect to the Con Edison service, as depicted on the map being submitted with the legislation.

Your Committee is further advised that the County will also be granted the easement right to install, use, maintain, repair or replace within the Easement Area any wires, lines, cables

(including fiber optic cables), plus necessary appurtenances, for the transmission and distribution of electricity, voice, internet, video, cable, data and other information and communication to, through, and across the Easement Area ("County Communication Equipment") installed by the County, utility company, communication carrier or company for the benefit of the County Parcel, and to use Village Pole numbers 1-4, inclusive, for such purposes.

Your Committee is further advised that the County will also be granted pedestrian and vehicular access rights over Tax Parcel ID No. 68.14-3-3, as well as the following Village-owned parcels to access the Easement Area:

(i) Tax Parcel ID No. 68.14-5-1 on the Tax Maps for the Town of Cortlandt, acquired by the Village by a deed from Susan L. Merrill to the Village, dated October 11, 2004, recorded in the Westchester County Clerk's Office, Division of Land Records, at Control Number 443061175, and

(ii) Tax Parcel ID No. 68.14-5-2 on the Tax Maps for the Town of Cortlandt acquired by the Village by a deed from Susan L. Merrill to the Village, dated October 11, 2004, recorded in the Westchester County Clerk's Office, Division of Land Records, at Control 443061175.

Your Committee is further advised that, pursuant to the Easement Agreement, the County will bear all costs and expenses in connection with the removal, installation, maintenance, repair and replacement of the County Pole, County Utility Line, the County Communication Equipment and County utility equipment. In addition, title to the County Pole, County Utility Line and County Communication Equipment and County utility equipment on the Village parcels (not the fee) shall remain in the County.

Your Committee is further advised that, in the Easement Agreement, the Village shall be responsible, at its cost and expense, to maintain and repair Village Poles Nos. 1-4, inclusive and the Village A phase wire. The County will agree to reimburse the Village 50% of the costs it incurs to maintain and repair Village Poles Nos. 1-4, inclusive, and the Village A phase wire,

subject to appropriation by its County Board of Legislators pursuant to the Laws of Westchester County.

Your Committee is further advised that, pursuant to the Easement Agreement, absent emergency repairs or other circumstances necessitating emergency work or access, the County shall provide reasonable notice, including approximate dates and times, for any work to be done within the Easement Area or within the access area. Under no circumstances, exempting emergency repairs or other circumstances necessitating emergency work or access, shall less than two weeks' notice be provided without the mutual consent of the Village and Commissioner of the Department of Parks Recreation and Conservation or his/her designee.

Your Committee is further advised that the County will be responsible, at its sole cost and expense, for any and all County utility and telecommunication connections and for the payment of all utilities and telecommunication services consumed in connection with the County Parcel. The parties will acknowledge that use of the electricity usage through the shared A Phase Wire will be metered by the parties at their respective buildings and billed by Con Edison to the parties based upon their metered usage.

Your Committee is further advised that the County shall have the right to terminate the Easement Agreement upon at least 30 days written notice in the event that the County determines in its sole discretion that it no longer requires the use of the Easement Area, and, upon such written notice, the Easement Agreement, and the rights and obligations thereunder, shall automatically terminate, and the County shall remove the County Pole, County Utility Line, County Communication Equipment and County utility equipment from the Easement Area and restore the Easement Area to substantially the condition prior to the County's use thereof, at the cost and expense of the County. In such event, the parties will agree to promptly execute and file with the Westchester County Clerk any and all documents necessary to put on notice with the County Clerk's Office the termination of this Easement Agreement and the rights and obligations granted thereunder

The Department of Planning has advised your Committee that based on its review, the approval of the Act may be classified as an "Unlisted" action, under the State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617 ("SEQR"). A Resolution and short Environmental Assessment Form ("EAF"), prepared by the Department of Planning, are attached to assist your Honorable Board in complying with SEQR. 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.

Your Committee has been advised that an affirmative vote of the majority of all the members of your Honorable Board is required to adopt the annexed Act. Your Committee has carefully considered this matter and recommends your favorable action upon the proposed Act.

Dated: _____, 2026
White Plains, New York

COMMITTEE ON

c/ran/7.10.26

RESOLUTION

WHEREAS, there is pending before this Honorable Board an act (the "Act"), which, if adopted, would authorize the County of Westchester (the "County") to enter into an easement agreement ("Easement Agreement") , acting by and through its Department of Parks, Recreation and Conservation, with the Village of Croton-on-Hudson (the "Village") to accept a nonexclusive 20-foot wide by 674-foot long permanent easement for utility and telecommunication purposes on, over, through and across Village-owned land designated as section, block and lot number ("Tax Parcel ID No.") 68.14-3-3 on the Tax Maps for the Town of Cortlandt, and a pedestrian and vehicular access easement over Tax Parcel ID No. 68.14-3-3, as well as the Village-owned land designated as Tax Parcel ID No. 68.14-5-1 and Tax Parcel ID No. 68.14-5-2 on the Tax Maps for the Town of Cortlandt to access the easement area; and

WHEREAS, this Honorable Board has determined that the proposed Act 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), the Easement 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 approval of the act (the "Act"), to authorize the County to enter into an easement agreement ("Easement Agreement") with the Village of Croton-on-Hudson (the "Village") to accept a nonexclusive 20-foot wide by 674-foot long permanent easement for utility and telecommunication purposes on, over, through and across Village-owned land designated as section, block and lot number ("Tax Parcel ID No.") 68.14-3-3 on the Tax Maps for the Town of Cortlandt, and a pedestrian and vehicular access easement over Tax Parcel ID No. 68.14-3-3, as well as the Village-owned land designated as Tax Parcel ID No. 68.14-5-1 and Tax Parcel ID No. 68.14-5-2 on the Tax Maps for the Town of Cortlandt to access the easement area; 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.

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

SUBJECT: Easement - 352 Yorktown Road, Croton-on-Hudson X **NO FISCAL IMPACT PROJECTED**

OPERATING BUDGET IMPACT

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 N/A

Describe: No direct upfront cost in the easement. Potential future cost- the County does agree to reimburse the Village 50% of cost it incurs to maintain and repair the Village utility poles and Village A-Phase Wire.

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: Li-Li Ng

Title: Budget Analyst

Department: Budget

Date: 07/15/2026

Approved by: Larry Soule Digitally signed by Larry Soule Date: 2026.07.17 09:40:50 -04'00'

Budget Director

Date: _____

ACT NO. _____ - 2026

AN ACT authorizing the County of Westchester to enter into an easement agreement with the Village of Croton-on-Hudson to accept a 20-foot wide by approximately 674-foot long permanent easement for utility and telecommunication purposes on, over, through and across Village-owned land designated as section, block and lot number (Tax Parcel ID No.) 68.14-3-3 on the Tax Maps for the Town of Cortlandt for the benefit the County parcel adjacent to the Village Parcel and designated as Tax Parcel ID No 68.14-4-1 (commonly known as 352 Yorktown Road, Croton-on-Hudson).

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 easement agreement with the Village of Croton-on-Hudson (the "Village") to accept a nonexclusive 20-foot wide by approximately 674 -foot long permanent easement for utility and telecommunication purposes from the Village to the County, its officers, employees, agents and contractors on, over, through and across Village-owned land designated as section, block and lot number ("Tax Parcel ID No.") 68.14-3-3 on the Tax maps for the Town of Cortlandt and designated by the following metes and bounds description:

THE EASEMENT, BEGINNING AT A POINT WITH NYS-PCS COORDINATES N. 869,123.684, E. 666,643.009. SAID POINT AND PLACE OF BEGINNING BEING DISTANT FROM THE SOUTHWESTERLY CORNER OF THE PREMISES KNOWN AS THE VILLAGE OF CROTON-ON-HUDSON WATER SUPPLY DEPARTMENT LANDS SITUATED ON THE NORTH EASTERLY LINE OF NYS ROUTE 129. SAID SOUTH WESTERLY CORNER HAVING NY-SPC COORDINATES N. 869,043.378 E, 666,218.205. NORTH 39 DEGRESS 23 MINUTES 29 SECONDS EAST 2.630 FEET, NORTH 38 DEGRESS 36 MINUTES 49 SECONDS EAST 31.690 FEET, SOUTH 55 DEGREES 40 MINUTES 07 SECONDS EAST 192.161 FEET, AND NORTH 56 DEGRESS 30 MINUTES 35 SECONDS EAST 293.381 FEET.

THENCE FROM THE POINT AND PLACE OF BEGINNING THE FOLLOWING COURSES AND DISTANCES:
NORTH 35 DEGREES 7 MINUTES 7 SECONDS WEST 10.00 FEET,
NORTH 54 DEGREES 54 MINUTES 47 SECONDS EAST 8.662 FEET,
NORTH 54 DEGREES 54 MINUTES 47 SECONDS EAST 231.134 FEET,
NORTH 45 DEGREES 22 MINUTES 00 SECONDS EAST 161.791 FEET,
NORTH 41 DEGREES 48 MINUTES 49 SECONDS EAST 150.023 FEET,
SOUTH 86 DEGREES 06 MINUTES 24 SECONDS EAST 145.645 FEET TO A POINT ON THE DIVISION LINE BETWEEN THE PREMISES DESCRIBED HEREIN AND THE LANDS OF WESTCHESTER COUNTY.
THENCE ALONG THE AFORESAID DIVISION LINE SOUTH 32 DEGREES 19 MINUTES 55 SECONDS WEST 22.745 FEET TO A POINT.
THENCE ALONG THE LINE OF THE AFORESAID EASEMENT
NORTH 86 DEGREES 06 MINUTES 24 SECONDS WEST 125.042 FEET,
SOUTH 41 DEGREES 48 MINUTES 49 SECONDS WEST 140.871 FEET,
SOUTH 45 DEGREES 22 MINUTES 00 SECONDS WEST 164.083 FEET,
SOUTH 54 DEGREES 54 MINUTES 47 SECONDS WEST 224.786 FEET
AND
SOUTH 54 DEGREES 54 MINUTES 47 SECONDS WEST 16.667 FEET TO A POINT.
THENCE NORTH 35 DEGREES 07 MINUTES 07 SECONDS WEST 10.00 FEET TO THE POINT AND PLACE OF BEGINNING OF THE EASEMENT DESCRIBED HEREIN.
("Easement Area")

§2. The purpose of the easement is to benefit the County land located adjacent to the Village-owned land, across the Croton River, and designated as Tax Parcel ID No 68.14-4-1 on the Tax Maps for the Town of Cortlandt (commonly known as 352 Yorktown Road, Croton-on-Hudson) (the "County Parcel"), which the County acquired by a deed from C. Wesley Reynold, Jr., dated March 24, 1999, recorded in the Westchester County Clerk's Office, Division of Land Records, at Liber 12258, page 86.

§3. In the Easement Agreement, the County will be granted the right to install a new 50-foot County-owned utility pole ("County Pole") in the Easement Area and install/run a new County-owned electrical utility line ("County Utility Line") from the County Parcel over the Easement Area to the County Pole and then to the Village-owned Pole No. 4, connect the County Utility Line to Village A phase wire at Village Pole No. 4, and then share the A phase wire and Village Poles Nos. 1-4, inclusive, to connect to the Con Edison service.

§4. The County will also be granted the easement right to install, use, maintain, repair or replace within the Easement Area any wires, lines, cables (including fiber optic cables), plus necessary appurtenances, for the transmission and distribution of electricity, voice, internet, video, cable, data and other information and communication to, through, and across the Easement Area ("County Communication Equipment") installed by the County, utility company, communication carrier or company for the benefit of the County Parcel, and to use Village Poles Nos. 1-4, inclusive, for such purposes.

§5. The County will also be granted pedestrian and vehicular access rights over Tax Parcel 68.14-3-3, as well as the following Village-owned parcels to access the Easement Area:

(ii) Tax Parcel No. 68.14-5-1 on the Tax Maps for the Town of Cortlandt, acquired by the Village by a deed from Susan L. Merrill to the Village, dated October 11, 2004, recorded in the Westchester County Clerk's Office, Division of Land Records, at Control Number 443061175, and

(iii) Tax Parcel No. 68.14-5-2 on the Tax Maps for the Town of Cortlandt acquired by the Village by a deed from Susan L. Merrill to the Village, dated October 11, 2004, recorded in the Westchester County Clerk's Office, Division of Land Records, at Control 443061175.

§6. Pursuant to the Easement Agreement, the County shall bear all costs and expenses in connection with the removal, installation, maintenance, repair and replacement of the County Pole, County Utility Line, the County Communication Equipment and County utility equipment. In addition, title to the County Pole, County Utility Line, County Communication Equipment and County utility equipment on the Village-owned parcels (not the fee) shall remain in the County.

§7. Pursuant to the Easement Agreement, the Village shall be responsible, at its cost and expense, to maintain and repair Village Poles Nos. 1-4, inclusive and the Village A Phase Wire. The County will agree to reimburse the Village 50% of the costs it incurs to maintain and repair Village Poles Nos. 1-4, inclusive, and the Village A Phase Wire, subject to appropriation by its County Board of Legislators pursuant to the Laws of Westchester County.

§8. Pursuant to the Easement Agreement, absent emergency repairs or other circumstances necessitating emergency work or access, the County shall provide reasonable notice, including approximate dates and times, for any work to be done within the Easement Area or within the access area. Under no circumstances, exempting emergency repairs or other circumstances necessitating emergency work or access, shall less than two weeks' notice be provided without the mutual consent of the Village and Commissioner of the Department of Parks Recreation and Conservation or his/her designee.

§9. Pursuant to the Easement Agreement, the County shall be responsible, at its sole cost and expense, for any and all County utility and telecommunication connections and for the payment of all utilities and telecommunication services consumed in connection with the County Parcel. The parties will acknowledge that use of the electricity usage through the shared A phase

wire will be metered by the parties at their respective buildings and billed by Con Edison to the parties based upon their metered usage.

§10. The County shall have the right to terminate the Easement Agreement upon at least 30 days written notice in the event that the County determines in its sole discretion that it no longer requires the use of the Easement Area, and, upon such written notice, the Easement Agreement shall automatically terminate, and the County shall remove the County Pole, County Utility Line, County Communication Equipment and County utility equipment from the Easement Area and restore the Easement Area to substantially the condition prior to the County's use thereof, at the cost and expense of the County. In such event, the parties will agree to promptly execute and file with the Westchester County Clerk any and all documents necessary to put on notice with the County Clerk's Office the termination of this Easement Agreement and the rights and obligations granted thereunder.

§11. The County Executive or his authorized designee is hereby empowered to execute all instruments and take such action as may be reasonably necessary to effectuate the purposes hereof, including without limitation the execution of the Easement Agreement.

§12. This Act shall take effect immediately

Kenneth W. Jenkins
County Executive

Date: July 20, 2026

To: The Honorable Members of the Board of Legislators

From: Kenneth W. Jenkins, County Executive

RE: Acts For BPL26 and BPL47 Bundle – Flood Mitigation Construction Projects

---

Transmitted herewith for your review and approval is a bond act (the "Bond Act"), which, if adopted by your Honorable Board, would authorize the County of Westchester (the "County") to issue up to $13,375,000.00 in bonds of the County to finance a component of capital project BPL26 – Flood Mitigation ("BPL26") and BPL47 – Flood Mitigation II ("BPL47").

Also attached are two acts of the County, as follows: a.) one act (the "Plan Amendment Act") authorizing the County to amend the Storm Water Reconnaissance Plan for the Coastal Long Island Sound, adopted by Act No. 134-2014 on August 4, 2014, to add a flood study; and b.) one act authorizing the County to enter into intermunicipal agreements (collectively, the "IMAs", or individually, an "IMA") with Scarsdale, Mamaroneck, and Hastings-on-Hudson (collectively, the "Municipalities", or individually, a "Municipality"), setting forth the terms of the flood mitigation projects (collectively, the "Projects", or individually, a "Project").

The above-referenced acts will authorize financing and construction work for the following five capital Projects:

	TITLE	LOCATION	BONDING AMOUNT
(1)	BPL26 Flood Mitigation	Griffen Avenue (Scarsdale)	$400,000.00
(2)	BPL26 Flood Mitigation	George Field (Scarsdale)	$4,300,000.00
(3)	BPL26 Flood Mitigation	Larchmont Reservoir Dam (Mamaroneck)	$225,000.00
(4)	BPL26 Flood Mitigation	Fenimore Road, Country Road, Old White Plains Road (Mamaroneck)	$1,600,000.00
(5)	BPL47 Flood Mitigation II	Boutilliers Brook Watershed (Hastings-on-Hudson)	$6,850,000.00

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

The Bond Act, in the amount of $13,375,000.00, would finance the County's contribution toward the cost of the Projects. The Bond Act would finance the construction of new storm water infrastructure to reduce flooding on properties at or near the locations set forth in the table above (the "Properties"), as well as associated County administrative costs.

The Department of Planning (the "Department) has advised that the Projects will address significant recurring flooding on the Properties, as well as in the Properties' immediate vicinity.

Design for the Projects has been completed by consultants engaged by the Municipalities. The Department estimates that the Projects' construction phases will take no more than three years to complete and will begin after award and execution of the construction contracts.

It should be noted that your Honorable Board has authorized the County to issue bonds in connection with prior components of BPL26 and BPL47, as indicated in the annexed fact sheets.

1. The Plan Amendment Act

In 2011, your Honorable Board enacted the Westchester County Storm Water Management Law ("SWML") to assist municipalities with storm water management (flood mitigation). *See* Laws of Westchester County ("LWC") Chapter 241, Article III-A, Section 241.252 – 241.260. The SWML provides for the evaluation of flooding within the County through the preparation of watershed reconnaissance plans, and the SWML authorizes County cooperation with municipalities, including funding assistance, to improve storm water management and reduce flooding. Under LWC Section 241.256, a property must be shown on its associated reconnaissance plan to qualify for County funding as a Storm Water Management Project (defined in LWC Section 241.254(13)).

I have been advised that before authorizing the Bond Act, the County must amend two Storm Water Reconnaissance Plans: the Coastal Long Island Sound Plan and the Saw Mill and Pocantico Rivers Plan. These plan amendments will add designated flood problem areas for Projects (4) and (5), respectively, as described in the table above.

The flooding sites for Project (4) are not located entirely within an area designated as a flood hazard area by the Federal Emergency Management Agency, and are not currently shown on the maps or otherwise identified in the Coastal Long Island Sound Plan as flood problem areas. Authority is therefore requested to approve the Plan Amendment Act to add a study conducted by Mamaroneck that includes the sites for Project (4) as areas of significant and/or recurring flooding. This Plan Amendment Act is necessary for Project (4) to be eligible for County funding under the SWML and must be adopted before the Bond Act submitted herewith.

Similarly, the locations for Project (5), as set forth in the table above, are not currently identified in the Saw Mill and Pocantico Rivers Plan as flood problem areas. Accordingly, a separate plan amendment act is required that would add these locations to the Storm Water Reconnaissance Plan for the Saw Mill and Pocantico Rivers, adopted by Act No. 120 – 2014 on June 17, 2014. It should be noted that, on June 29, 2026, separate legislation was submitted to your Honorable Board concerning flooding on residential properties along Powderhorn Road and Captain Honeywells Road in Ardsley (the "June 29th Legislation"). The June 29th Legislation contains several items,

one of which is an Act seeking authority to amend the Saw Mill and Pocantico Rivers Plan to add a study conducted by Hastings-on-Hudson identifying the locations for Project (5) as areas of significant and/or recurring flooding. This Act in the June 29th Legislation is necessary for Project (5) to be eligible for County funding under the SWML and must be adopted before the Bond Act submitted herewith.

2. The IMA Act

The proposed IMAs, as set forth in the table below, set out the responsibilities of the County and the Municipalities in connection with the Projects. Under the proposed IMAs, each Municipality will grant the County a non-exclusive easement(s) for those portions of its property where the Project will be located. The easements are necessary to carry out the work needed to complete the Projects, and to create a financeable property interest for the issuance of County bonds. The proposed IMAs will run coterminous with the life of the bonds. Each Municipality will construct, operate, maintain, repair, replace, inspect, or restore its particular Project. The proposed IMAs also require the Municipalities to adopt regulations and policies consistent with the flood mitigation criteria adopted by the County.

In accordance with the IMAs, the County will pay each Municipality, on a reimbursement basis, up to fifty percent (50%) of the eligible expenses based upon the total cost of each Project, as set forth in the table below. The project numbers in this table correspond to those in the table above.

	TITLE	**TOTAL PROJECT AMOUNT**	**TOTAL AMOUNT TO BE REIMBURSED BY COUNTY (NOT-TO-EXCEED)**
(1)	BPL26 Flood Mitigation (Scarsdale)	$747,500.00	$373,750.00
(2)	BPL26 Flood Mitigation (Scarsdale)	$8,500,000.00	$4,250,000.00
(3)	BPL26 Flood Mitigation (Mamaroneck)	$393,000.00	$196,500.00
(4)	BPL26 Flood Mitigation (Mamaroneck)	$3,113,800.00	$1,556,900.00
(5)	BPL47 Flood Mitigation II (Hastings-on-Hudson)	$13,623,000.00	$6,811,500.00

Each Municipality will be solely responsible for any additional amount beyond the total County reimbursement amount set forth in the table above. Following construction, each Municipality will be responsible for the operation, maintenance, scheduling, and security of the property where the Project is located.

The term of each IMA will commence upon full execution thereof by both parties and approval of same by the Office of the County Attorney and will continue for a period at least equal to the life of any County bonds issued to fund the corresponding construction Project, which is estimated to be forty years for each Project pursuant to the Local Finance Law.

3. Capital Budget Amendment

I have been advised that since BPL26 is a general fund project, specific components are subject to a capital budget amendment. Section 1 of the Bond Act authorizes an amendment to the County's capital budget to the extent the Projects' scopes are inconsistent with any details set forth in the current capital budget. Accordingly, the Bond Act, in addition to authorizing the issuance of bonds for the Projects, will also amend the current-year capital budget to reflect the Projects' specific locations.

LWC Section 167.131 mandates that a capital budget amendment that introduces a new capital project or changes the location, size, or character of an existing capital project be accompanied to the Board of Legislators by a report of the Westchester County Planning Board (the "Planning Board") with respect to the physical planning aspects of the project. Accordingly, the Planning Board reports for BPL26 and BPL47 are annexed.

The mitigation of flood waters, and the undertaking of the proposed Projects, benefit the health, safety, and welfare of County residents. Based upon the foregoing and due to the importance of these Projects to the County, favorable action of the annexed proposed acts is respectfully requested from your Honorable Board.

KWJ/BPL/DK/MJR/mcz
Attachments

Reference BPL26 & BPL47
(Unique IDs: 3224, 3227, 3228,
3234, 3275, 3246)

HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER, NEW YORK

Your Committee is in receipt of a transmittal from the County Executive recommending approval of a bond act (the "Bond Act"), prepared by the law firm Hawkins, Delafield & Wood LLP, which, if adopted by your Honorable Board, would authorize the County of Westchester (the "County") to issue up to $13,375,000.00 in bonds of the County to finance of capital project BPL26 – Flood Mitigation ("BPL26") and BPL47 – Flood Mitigation II ("BPL47").

Also attached are two acts of the County, as follows: a.) one act (the "Plan Amendment Act") authorizing the County to amend the Storm Water Reconnaissance Plan for the Coastal Long Island Sound, adopted by Act No. 134-2014 on August 4, 2014, to add a flood study; and b.) one act authorizing the County to enter into intermunicipal agreements (collectively, the "IMAs", or individually, an "IMA") with Scarsdale, Mamaroneck, and Hastings-on-Hudson (collectively, the "Municipalities", or individually, a "Municipality"), setting forth the terms of the flood mitigation projects (collectively, the "Projects", or individually, a "Project").

The above-referenced acts will authorize financing and construction work for the following five capital Projects:

	TITLE	LOCATION	BONDING AMOUNT
(1)	BPL26 Flood Mitigation	Griffen Avenue (Scarsdale)	$400,000.00
(2)	BPL26 Flood Mitigation	George Field (Scarsdale)	$4,300,000.00
(3)	BPL26 Flood Mitigation	Larchmont Reservoir Dam (Mamaroneck)	$225,000.00
(4)	BPL26 Flood Mitigation	Fenimore Road, Country Road, Old White Plains Road (Mamaroneck)	$1,600,000.00
(5)	BPL47 Flood Mitigation II	Boutilliers Brook Watershed (Hastings-on-Hudson)	$6,850,000.00

The Bond Act, in the amount of $13,375,000.00, would finance the County's contribution toward the cost of the Projects. The Bond Act would finance the construction of new storm water infrastructure to reduce flooding on properties at or near the locations set forth in the table above (the "Properties"), as well as associated County administrative costs.

The Department of Planning (the "Department) has advised that the Projects will address significant recurring flooding on the Properties, as well as in the Properties' immediate vicinity.

Design for the Projects has been completed by consultants engaged by the Municipalities. The Department estimates that the Projects' construction phases will take no more than three years to complete and will begin after award and execution of the construction contracts.

It should be noted that your Honorable Board has authorized the County to issue bonds in connection with prior components of BPL26 and BPL47, as indicated in the annexed fact sheets.

1. The Plan Amendment Act

In 2011, your Honorable Board enacted the Westchester County Storm Water Management Law ("SWML") to assist municipalities with storm water management (flood mitigation). *See* Laws of Westchester County ("LWC") Chapter 241, Article III-A, Section 241.252 – 241.260. The SWML provides for the evaluation of flooding within the County through the preparation of watershed reconnaissance plans, and the SWML authorizes County cooperation with municipalities, including funding assistance, to improve storm water management and reduce flooding. Under LWC Section 241.256, a property must be shown on its associated reconnaissance plan to qualify for County funding as a Storm Water Management Project (defined in LWC Section 241.254(13)).

Your Committee is advised that before authorizing the Bond Act, the County must amend two Storm Water Reconnaissance Plans: the Coastal Long Island Sound Plan and the Saw Mill and Pocantico Rivers Plan. These plan amendments will add designated flood problem areas for Projects (4) and (5), respectively, as described in the table above.

The flooding sites for Project (4) are not located entirely within an area designated as a flood hazard area by the Federal Emergency Management Agency, and are not currently shown on the maps or otherwise identified in the Coastal Long Island Sound Plan as flood problem areas. Authority is therefore requested to approve the Plan Amendment Act to add a study conducted by Mamaroneck that includes the sites for Project (4) as areas of significant and/or

recurring flooding. This Plan Amendment Act is necessary for Project (4) to be eligible for County funding under the SWML and must be adopted before the Bond Act submitted herewith.

Similarly, the locations for Project (5), as set forth in the table above, are not currently identified in the Saw Mill and Pocantico Rivers Plan as flood problem areas. Accordingly, a separate plan amendment act is required that would add these locations to the Storm Water Reconnaissance Plan for the Saw Mill and Pocantico Rivers, adopted by Act No. 120 – 2014 on June 17, 2014. It should be noted that, on June 29, 2026, separate legislation was submitted to your Honorable Board concerning flooding on residential properties along Powderhorn Road and Captain Honeywells Road in Ardsley (the "June 29th Legislation"). The June 29th Legislation contains several items, one of which is an Act seeking authority to amend the Saw Mill and Pocantico Rivers Plan to add a study conducted by Hastings-on-Hudson identifying the locations for Project (5) as areas of significant and/or recurring flooding. This Act in the June 29th Legislation is necessary for Project (5) to be eligible for County funding under the SWML and must be adopted before the Bond Act submitted herewith.

2. <u>The IMA Act</u>

The proposed IMAs, as set forth in the table below, set out the responsibilities of the County and the Municipalities in connection with the Projects. Under the proposed IMAs, each Municipality will grant the County a non-exclusive easement(s) for those portions of its property where the Project will be located. The easements are necessary to carry out the work needed to complete the Projects, and to create a financeable property interest for the issuance of County bonds. The proposed IMAs will run coterminous with the life of the bonds. Each Municipality

will construct, operate, maintain, repair, replace, inspect, or restore its particular Project. The proposed IMAs also require the Municipalities to adopt regulations and policies consistent with the flood mitigation criteria adopted by the County.

In accordance with the IMAs, the County will pay each Municipality, on a reimbursement basis, up to fifty percent (50%) of the eligible expenses based upon the total cost of each Project, as set forth in the table below. The project numbers in this table correspond to those in the table above.

	TITLE	TOTAL PROJECT AMOUNT	TOTAL AMOUNT TO BE REIMBURSED BY COUNTY (NOT-TO-EXCEED)
(1)	BPL26 Flood Mitigation (Scarsdale)	$747,500.00	$373,750.00
(2)	BPL26 Flood Mitigation (Scarsdale)	$8,500,000.00	$4,250,000.00
(3)	BPL26 Flood Mitigation (Mamaroneck)	$393,000.00	$196,500.00
(4)	BPL26 Flood Mitigation (Mamaroneck)	$3,113,800.00	$1,556,900.00
(5)	BPL47 Flood Mitigation II (Hastings-on-Hudson)	$13,623,000.00	$6,811,500.00

Each Municipality will be solely responsible for any additional amount beyond the total County reimbursement amount set forth in the table above. Following construction, each Municipality will be responsible for the operation, maintenance, scheduling, and security of the property where the Project is located.

The term of each IMA will commence upon full execution thereof by both parties and approval of same by the Office of the County Attorney and will continue for a period at least

equal to the life of any County bonds issued to fund the corresponding construction Project, which is estimated to be forty years for each Project pursuant to the Local Finance Law.

3. Capital Budget Amendment

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

LWC Section 167.131 mandates that a capital budget amendment that introduces a new capital project or changes the location, size, or character of an existing capital project be accompanied to the Board of Legislators by a report of the Westchester County Planning Board (the "Planning Board") with respect to the physical planning aspects of the project. Accordingly, the Planning Board reports for BPL26 and BPL47 are annexed.

4. SEQR

The Planning Department has advised your Committee that based on its review, the Projects are classified as set forth below in accordance with the State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617 ("SEQR"). The project numbers in the SEQR paragraphs below correspond to those in the tables above.

(1) The Project on Griffen Avenue in Scarsdale may be classified as an "Unlisted" action under SEQR. The Scarsdale Board of Trustees, as lead agency, prepared a short Environmental Assessment Form and issued a Negative Declaration for the Project. Since Scarsdale undertook coordinated review and the County was included as an involved agency, in accordance with SEQR Section 617.6(b)(3), no further environmental review is required by the County for this Project.

(2) The Project at George Field in Scarsdale may be classified as an "Unlisted" action under SEQR. The Scarsdale Board of Trustees, as lead agency, prepared a short Environmental Assessment Form and issued a Negative Declaration for the Project. Since Scarsdale undertook coordinated review and the County was included as an involved agency, in accordance with SEQR Section 617.6(b)(3), no further environmental review is required by the County for this Project.

(3) The Project at Larchmont Reservoir Dam in Mamaroneck may be classified as a Type "II" action under SEQR. Therefore, no environmental review is required for this Project. Your Committee has reviewed the annexed SEQR documentation and concurs with this recommendation.

(4) The Project at Fenimore Road, Old Country Road, and Old White Plains Road in Mamaroneck may be classified as an "Unlisted" action under SEQR. The Mamaroneck Board, as lead agency, prepared a short Environmental Assessment Form and issued a Negative Declaration for the Project. Since Mamaroneck undertook coordinated review and the County

was included as an involved agency, in accordance with SEQR Section 617.6(b)(3), no further environmental review is required by the County for this Project.

(5) The Project at Boutilliers Brook Watershed in Hastings-on-Hudson may be classified as an "Unlisted" action under SEQR. The Hastings-on-Hudson Board of Trustees, as lead agency, prepared a short Environmental Assessment Form and issued a Negative Declaration for the Project. Since Hastings-on-Hudson undertook coordinated review and the County was included as an involved agency, in accordance with SEQR Section 617.6(b)(3), no further environmental review is required by the County for this Project.

Please note that an affirmative vote of two-thirds of the members of your Honorable Board is required in order to adopt the Bond Act, and a majority of the voting strength of your Honorable Board is required to adopt the Plan Amendment Act and the IMA Act. Your Committee recommends the adoption of the proposed Acts.

Dated: _____, 2026
White Plains, New York

COMMITTEE ON

c/mcz/7.20.26

WESTCHESTER COUNTY

Memorandum
Department of Planning

TO: Carla Chaves, Senior Assistant County Attorney
Maximilian Zorn, Assistant County Attorney
Maria Baratta, Assistant County Attorney

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

DATE: July 2, 2026

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT BPL26 FLOOD MITIGATION – GRIFFEN AVENUE (VILLAGE OF SCARSDALE)**

The Planning Department has reviewed the above referenced capital project (Fact Sheet Unique ID: 3224) with respect to the State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617 (SEQR).

Pursuant to SEQR, the Village of Scarsdale classified this project as an Unlisted action. On January 28, 2026, the Village Board of Trustees issued a notice of intent to serve as lead agency and circulated Part 1 of a short Environmental Assessment Form. On March 24, 2026, the Village Board issued a Negative Declaration for the project. Since the Village undertook coordinated review and the County of Westchester was included as an involved agency, then, in accordance with section 617.6(b)(3), no further environmental review is required by the County.

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

DSK/oav
cc: Emily Saltzman, Director of Operations
Paula Friedman, Assistant to the County Executive
Tami Altschiller, Assistant Chief Deputy County Attorney
Blanca P. Lopez, Commissioner of Planning
Dianne Vanadia, Associate Budget Director
Matthew Castro, Chief Planner
Claudia Maxwell, Principal Environmental Planner

BPL26 Flood Mitigation

FIVE YEAR CAPITAL PROGRAM (in thousands)

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

Project Description

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

This 2025 Capital Budget Amendment to BPL26 is for $400,000 for the Griffen Avenue project in the Village of Scarsdale. The project has been reviewed and approved by the County Stormwater Advisory Board.

Appropriation Requests

2009: $5,400,000 for Flood Mitigation of County facilities.
2012: $5,000,000 for Flood mitigation.
2013: $5,000,000 for Flood mitigation.
2015: $150,000 for Flood mitigation.
2016: $5,000,000 for Flood mitigation.
2021: $200,000 for Flood mitigation.
2022: $11,000,000 for Flood mitigation.
2023: $17,500,000 for Flood mitigation

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

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

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

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

Justification

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

Consistency with Programs or Plans

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

Planning Board Recommendations

☒ The Planning Board recommends this 2025 Capital Budget Amendment for the Griffen Avenue project in the Village of Scarsdale per resolution number 26-03 signed on the following date: 2/3/2026. The Planning Board designates this project as **PL2**.

Comments

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

WESTCHESTER COUNTY

Memorandum
Department of Planning

TO: Carla Chaves, Senior Assistant County Attorney
Maximilian Zorn, Assistant County Attorney
Maria Baratta, Assistant County Attorney

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

DATE: July 2, 2026

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT BPL26 FLOOD MITIGATION – GEORGE FIELD (VILLAGE OF SCARSDALE)**

The Planning Department has reviewed the above referenced capital project (Fact Sheet Unique ID: 3227) with respect to the State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617 (SEQR).

Pursuant to SEQR, the Village of Scarsdale classified this project as an Unlisted action. On January 29, 2026, the Village Board of Trustees issued a notice of intent to serve as lead agency and circulated Part 1 of a short Environmental Assessment Form. On March 24, 2026, the Village Board issued a Negative Declaration for the project. Since the Village undertook coordinated review and the County of Westchester was included as an involved agency, then, in accordance with section 617.6(b)(3), no further environmental review is required by the County.

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

DSK/oav
cc: Emily Saltzman, Director of Operations
Paula Friedman, Assistant to the County Executive
Tami Altschiller, Assistant Chief Deputy County Attorney
Blanca P. Lopez, Commissioner of Planning
Dianne Vanadia, Associate Budget Director
Matthew Castro, Chief Planner
Claudia Maxwell, Principal Environmental Planner

BPL26 Flood Mitigation

FIVE YEAR CAPITAL PROGRAM (in thousands)

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

Project Description

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

This 2025 Capital Budget Amendment to BPL26 is for $4.3M for the George Field project in the Village of Scarsdale. The project has been reviewed and approved by the County Stormwater Advisory Board.

Appropriation Requests

2009: $5,400,000 for Flood Mitigation of County facilities.
2012: $5,000,000 for Flood mitigation.
2013: $5,000,000 for Flood mitigation.
2015: $150,000 for Flood mitigation.
2016: $5,000,000 for Flood mitigation.
2021: $200,000 for Flood mitigation.
2022: $11,000,000 for Flood mitigation.
2023: $17,500,000 for Flood mitigation

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

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

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

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

Justification

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

Consistency with Programs or Plans

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

Planning Board Recommendations

☒ The Planning Board recommends this 2025 Capital Budget Amendment for the George Field project in the Village of Scarsdale per resolution number 26-02 signed on the following date: 2/3/2026. The Planning Board designates this project as **PL2**.

Comments

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

WESTCHESTER COUNTY

Memorandum
Department of Planning

TO: Carla Chaves, Senior Assistant County Attorney
Maximilian Zorn, Assistant County Attorney
Maria Baratta, Assistant County Attorney

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

DATE: July 2, 2026

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT BPL26 FLOOD MITIGATION – LARCHMONT RESERVOIR**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on 06/04/2026 (Unique ID: 3228**)**

With respect to the State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617, the Planning Department recommends that no environmental review is required for the proposed action, because the project or component of the project for which funding is requested may be classified as a **TYPE II action** pursuant to section(s):

- **617.5(c)(2):** replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building, energy, or fire codes unless such action meets or exceeds any of the thresholds in section 617.4 of this Part;

COMMENTS: None.

DSK/oav
cc: Emily Saltzman, Director of Operations
Paula Friedman, Assistant to the County Executive
Tami Altschiller, Assistant Chief Deputy County Attorney
Blanca P. Lopez, Commissioner of Planning
Dianne Vanadia, Associate Budget Director
Matthew Castro, Chief Planner
Claudia Maxwell, Principal Environmental Planner

BPL26 Flood Mitigation

FIVE YEAR CAPITAL PROGRAM (in thousands)

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

Project Description

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

This 2026 Capital Budget Amendment to BPL26 is for $225,000 for the Larchmont Reservoir Upgrade Project in the Town of Mamaroneck. The amended project has been reviewed and approved by the County Stormwater Advisory Board.

Appropriation Requests

2009: $5,400,000 for Flood Mitigation of County facilities.
2012: $5,000,000 for Flood mitigation.
2013: $5,000,000 for Flood mitigation.
2015: $150,000 for Flood mitigation.
2016: $5,000,000 for Flood mitigation.
2021: $200,000 for Flood mitigation.
2022: $11,000,000 for Flood mitigation.
2023: $17,500,000 for Flood mitigation

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

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

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

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

Justification

BPL26 Flood Mitigation enables Westchester County to construct projects and partner with municipalities and other government agencies to provide funding for flood mitigation or flood damage reduction projects. Through partnerships with our municipalities and other government entities such as the US Army Corps of Engineers and NYS Department of Environmental Conservation, the County will work to reduce flooding problems and impacts on people and property throughout Westchester County.

Consistency with Programs or Plans

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

Planning Board Recommendations

☒ The Planning Board recommends this 2026 Capital Budget Amendment for the **Larchmont Reservoir Upgrade Project in the Town of Mamaroneck** per resolution number _26-14_ signed on the following date: 4/7/2026. The Planning Board designates this project as **PL2**.

Comments

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

WESTCHESTER COUNTY

Memorandum
Department of Planning

TO: Carla Chaves, Senior Assistant County Attorney
Maximilian Zorn, Assistant County Attorney
Maria Baratta, Assistant County Attorney

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

DATE: July 2, 2026

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT BPL26 FLOOD MITIGATION – STORM SEWER IMPROVEMENTS (TOWN OF MAMARONECK)**

The Planning Department has reviewed the above referenced capital project (Fact Sheet Unique ID: 3234) with respect to the State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617 (SEQR).

Pursuant to SEQR, the Town of Mamaroneck classified this project as an Unlisted action. On May 28, 2026, the Town Board issued a notice of intent to serve as lead agency and circulated Part 1 of a short Environmental Assessment Form. On June 16, 2026, the Town Board issued a Negative Declaration for the project. Since the Town undertook coordinated review and the County of Westchester was included as an involved agency, then, in accordance with section 617.6(b)(3), no further environmental review is required by the County.

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

DSK/oav
cc: Emily Saltzman, Director of Operations
Paula Friedman, Assistant to the County Executive
Tami Altschiller, Assistant Chief Deputy County Attorney
Blanca P. Lopez, Commissioner of Planning
Dianne Vanadia, Associate Budget Director
Matthew Castro, Chief Planner
Claudia Maxwell, Principal Environmental Planner

BPL26 Flood Mitigation

FIVE YEAR CAPITAL PROGRAM (in thousands)

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

Project Description

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

This 2026 Capital Budget Amendment to BPL26 is for $1.6M for the Storm Sewer Improvement Project in the Town of Mamaroneck. The amended project has been reviewed and approved by the County Stormwater Advisory Board.

Appropriation Requests

2009: $5,400,000 for Flood Mitigation of County facilities.
2012: $5,000,000 for Flood mitigation.
2013: $5,000,000 for Flood mitigation.
2015: $150,000 for Flood mitigation.
2016: $5,000,000 for Flood mitigation.
2021: $200,000 for Flood mitigation.
2022: $11,000,000 for Flood mitigation.
2023: $17,500,000 for Flood mitigation

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

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

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

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

Westchester County Planning Board Report

Justification

BPL26 Flood Mitigation enables Westchester County to construct projects and partner with municipalities and other government agencies to provide funding for flood mitigation or flood damage reduction projects. Through partnerships with our municipalities and other government entities such as the US Army Corps of Engineers and NYS Department of Environmental Conservation, the County will work to reduce flooding problems and impacts on people and property throughout Westchester County.

Consistency with Programs or Plans

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

Planning Board Recommendations

☒ The Planning Board recommends this 2026 Capital Budget Amendment for the **Storm Sewer Improvement Project in the Town of Mamaroneck** per resolution number _26-13 signed on the following date: _4/7/2026_. The Planning Board designates this project as **PL2**.

Comments

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

WESTCHESTER COUNTY

Memorandum
Department of Planning

TO: Carla Chaves, Senior Assistant County Attorney
Maximilian Zorn, Assistant County Attorney
Maria Baratta, Assistant County Attorney

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

DATE: July 2, 2026

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT BPL47 FLOOD MITIGATION – BOUTILLIERS BROOK (VILLAGE OF HASTINGS-ON-HUDSON)**

The Planning Department has reviewed the above referenced capital project (Fact Sheet Unique ID: 3246) with respect to the State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617 (SEQR).

Pursuant to SEQR, the Village of Hastings-On-Hudson classified this project as an Unlisted action. On May 7, 2026, the Village Board of Trustees issued a notice of intent to serve as lead agency and circulated Part 1 of a short Environmental Assessment Form. On June 16, 2026, the Village Board issued a Negative Declaration for the project. Since the Village undertook coordinated review and the County of Westchester was included as an involved agency, then, in accordance with section 617.6(b)(3), no further environmental review is required by the County.

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

DSK/oav
cc: Emily Saltzman, Director of Operations
Paula Friedman, Assistant to the County Executive
Tami Altschiller, Assistant Chief Deputy County Attorney
Blanca P. Lopez, Commissioner of Planning
Dianne Vanadia, Associate Budget Director
Matthew Castro, Chief Planner
Claudia Maxwell, Principal Environmental Planner

Buildings, Land & Miscellaneous

Planning

BPL47 Flood Mitigation II (2026-2035)

FIVE YEAR CAPITAL PROGRAM (in thousands)

	Total	Approp-riated	Expended	2026	2027	2028	2029	2030	Under Review
Gross	25,000	0	0	5,000	5,000	5,000	5,000	5,000	20,000
Less Non-County Shares	0	0	0	0	0	0	0	0	0
Net	25,000	0	0	5,000	5,000	5,000	5,000	5,000	20,000

PROJECT DESCRIPTION

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

This 2026 Capital Budget Amendment to BPL47 is for $6.85M for the Boutilliers Brook Watershed Project in the Village of Hastings-On-Hudson. The project has been reviewed and approved by the County Stormwater Advisory Board.

APPROPRIATION HISTORY

2026: 14,000,000 Funds for the Lake Isle Dam in Eastchester and other flood mitigation initiatives

PROJECT JUSTIFICATION

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

CONSISTENCY WITH PLANS AND PROGRAMS

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

PLANNING BOARD RECOMMENDATIONS

☑ The Planning Board recommends this 2026 Capital Budget Amendment for the **Boutilliers Brook Watershed Project in the Village of Hastings-On-Hudson** per resolution number 2026-19 signed on the following date: 6/2/2026. The Planning Board designates this project as **PL2**.

Comments

The Planning Board supports the proposed improvements. Planning Department staff will monitor the progress of design to address physical and environmental planning concerns including the stormwater management. Standards contained in the "Management Design Manual and the NYS Standards and Specifications for Erosion and Sediment Control" should be maintained

ACT NO. 2026 - _____

AN ACT authorizing the County of Westchester to amend the Storm Water Reconnaissance Plan for the Coastal Long Island Sound, adopted by Act No. 134-2014 on August 4, 2014, to add a study identifying areas of significant and/or recurring flooding in Mamaroneck, in compliance with Article III-A of the Westchester County Storm Water Management Law.

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

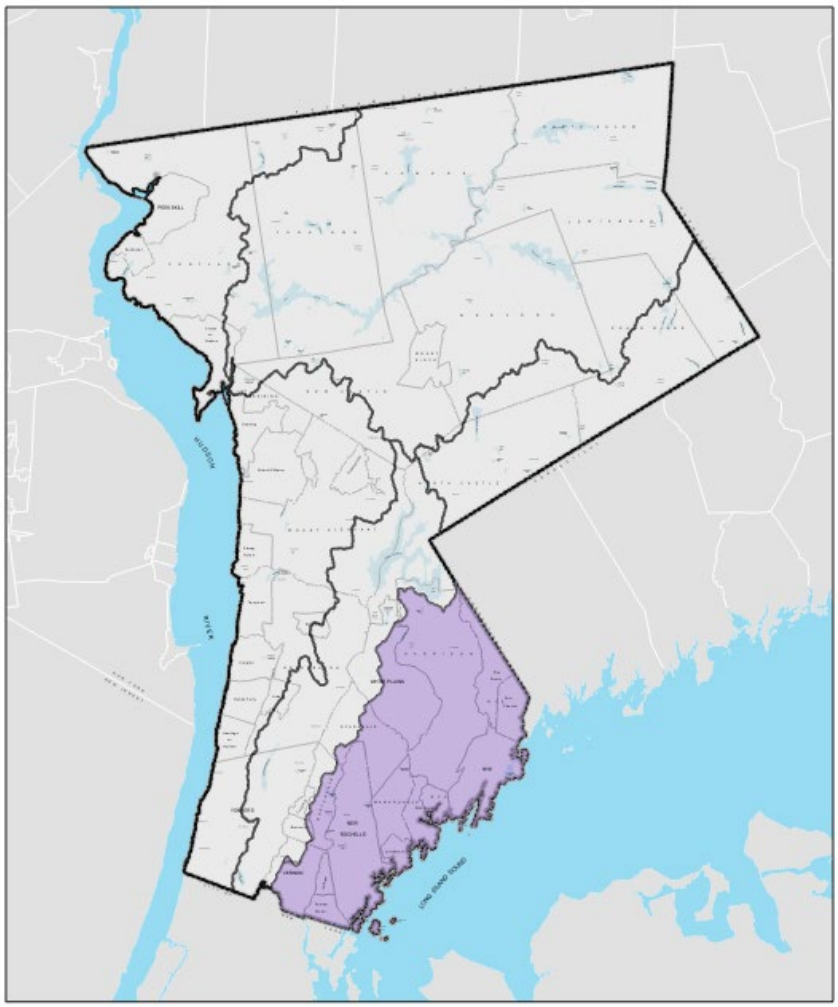
Section 1. This Board hereby approves an amendment annexed hereto to the Storm Water Reconnaissance Plan prepared for the Coastal Long Island Sound, adopted by Act No. 134 – 2014 on August 4, 2014, to add a study identifying areas of significant and/or recurring flooding in Mamaroneck, in compliance with Article III-A of the Westchester County Storm Water Management Law.

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

§3. This Act shall take effect immediately.

Amendments to the Stormwater Reconnaissance Plan for the Coastal Long Island Sound Watershed Westchester County, New York

Adopted by the Westchester County Board of Legislators
by Act XX-2026 on DATE.



WESTCHESTER COUNTY

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

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1. OVERVIEW

This document compiles amendments to the stormwater reconnaissance plans prepared pursuant to the County Stormwater Management Law. Amendments are required to add new studies or areas of significant and/or recurring flooding identified by local municipalities so that such areas may become designated as "Flood Problem Areas" within the reconnaissance plans and consequently become eligible for funding assistance under the program created by the Stormwater Management Law. The process to amend the plans consists of either submission of a study to reduce flooding or flood risk; or completion of a questionnaire completed by the municipality describing a flood problem area. Studies and proposed flood problem areas are reviewed and approved by the County. This is typically done in conjunction with the submission of an application for Phase I (study and engineering) and/or Phase II (project implementation) funding assistance under the program. The following pages include descriptions of additional flood studies or Flood Problem Areas for the Coastal Long Island Sound Watershed as approved by the County Board of Legislators.

2. ADDITIONAL STUDIES

STUDY NAME AND LOCATION: Comprehensive Drainage Evaluation and Storm Sewer, Town Wide

MUNICIPALITY: Town of Mamaroneck

STUDY AREA: Town-wide

DATE OF STUDY: November 2024

STUDY PREPARER: H2M Architects + Engineers

STUDY DESCRIPTION:

The Comprehensive Drainage Evaluation & Storm Sewer Improvement Study includes flood prone areas identified by the Town of Mamaroneck and concept plans and cost opinions to reduce the frequency and severity of flooding in those areas. H2M performed the drainage evaluation and storm sewer improvement recommendations in a total of three phases.

The first phase consisted of compiling all relevant existing information related to the Town's storm sewer network as well as collecting new data on the existing network in which no public information was available. As part of this phase, H2M gathered available data from the United States Department of Agriculture (USDA), National Oceanic and Atmospheric Administration (NOAA), Federal Emergency Management Agency (FEMA), and Westchester County GeoHub. The first phase of the project also included the CCTV inspection of selected pipe segments within the Town-identified flood prone area. The inspection reports provided information that was vital to the project, and each pipe segment was assigned a defect rating following the NASSCO Pipeline Assessment Certification Program. During this phase, field visits were completed, and each location was visually inspected. Topographic survey was performed for locations where there was missing data within the existing information previously gathered. Lastly, as part of phase one, public stakeholder input related to historic flooding observations was solicited by the Town and compiled by H2M.

The second phase of the drainage evaluation consisted of compiling the existing information gathered in phase one to build accurate models for existing condition hydrologic and hydraulic models. The existing condition hydrologic and hydraulic modeling and analysis were conducted utilizing the United States Soil Conservation Service (SCS) method to calculated peak runoff rates for various storm frequencies. The hydrology models were developed utilizing the Hydraflow Hydrographs Extension for Autodesk Civil 3D while the hydraulic models were developed utilizing Autodesk Storm and Sanitary Analysis. Drainage systems were evaluated for the 10-year, 25-year, and 100-year storm recurrence intervals for a 24-hour storm.

The third and final phase of the drainage evaluation consisted of developing potential drainage improvements and alternatives to reduce the frequency and severity of flooding within the Town-

identified flood prone areas. The proposed concept improvements largely focused on modifications to the Town storm networks and included but are not limited to increasing the amount of surface inlets, increasing the flow capacity of existing pipe segments, upsizing culverts, increasing open channel width and modifying the layout of the existing storm sewer network. As part of this phase, cost opinions were applied to the concept improvements at each of the flood prone areas to assist the Town in identifying which projects they would like to pursue in the future.

ANALYSIS RESULTS:

The study includes a total of 13 conceptual design improvements with a description of the proposed improvement as well as an associated cost opinion. The concept solutions that are proposed include adding surface inlets, upsizing storm sewer pipes, culvert replacement, modifications to stream channel geometry and adding flap gates to tidally influenced piping. Each concept improvement was designed to significantly reduce the frequency and severity of flooding that occurs during the 25-year design storm.

COUNTY COMMENTS:

The study describes flood problem areas in the municipality and utilizes methodology and data approved promoted by the County to address flooding, with the exception of an analysis of green infrastructure. The study includes proposed projects that appear practical and will address flooding. However, projects will receive additional technical review at the time applications for funding assistance are submitted; and during the review of individual projects, the County will require an analysis of alternatives, including the possibility of incorporation of green infrastructure and other techniques to reduce the rate and volume of floodwaters.

3. ADDITIONAL FLOOD PROBLEM AREAS

Additional flood problem areas and proposed projects are included in the study referenced above.

ACT NO. 2026 - _____

AN ACT authorizing the County of Westchester to enter into intermunicipal agreements with each of the following municipalities: Scarsdale, Mamaroneck, and Hastings-on-Hudson, in connection with the County's flood mitigation program (Capital Projects BPL26 & BPL47 (Unique IDs: 3224, 3227, 3228, 3234, 3275, 3246)).

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

Section 1. The County of Westchester (the "County") is hereby authorized to enter into intermunicipal agreements (each individually, an "IMA") with each of the following municipalities: Scarsdale, Mamaroneck, and Hastings-on-Hudson (each individually, a "Municipality"), as set forth in the table below, in connection with the County's flood mitigation program, pursuant to capital projects BPL26 – Flood Mitigation and BPL47 – Flood Mitigation II (collectively, the "Projects", or individually, a "Project").

§2. The County shall reimburse each Municipality up to fifty percent (50%) of the eligible expenses based on the total cost of each Project for each IMA, as set forth in the table below. Each Municipality shall be solely responsible for any additional amount beyond the total cost of its Project.

	TITLE	**TOTAL PROJECT AMOUNT**	**TOTAL AMOUNT TO BE REIMBURSED BY COUNTY (NOT-TO-EXCEED)**
(1)	BPL26 Flood Mitigation (Scarsdale)	$747,500.00	$373,750.00
(2)	BPL26 Flood Mitigation (Scarsdale)	$8,500,000.00	$4,250,000.00
(3)	BPL26 Flood Mitigation (Mamaroneck)	$393,000.00	$196,500.00
(4)	BPL26 Flood Mitigation (Mamaroneck)	$3,113,800.00	$1,556,900.00
(5)	BPL47 Flood Mitigation II (Hastings-on-Hudson)	$13,623,000.00	$6,811,500.00

§3. To give the County the necessary interest in real property to be able to issue bonds towards the Projects, each Municipality shall grant the County a non-exclusive easement(s) in, on, over, under, and through those portions of property where the Project shall be located. The easements are necessary to carry out the work needed to complete the Projects, and to create a financeable property interest for the issuance of the County bonds.

§4. The term of each IMA shall commence upon full execution thereof by both parties and approval of same by the Office of the County Attorney and shall continue for a period at least equal to the life of any County bonds issued to fund the corresponding construction Project, which is estimated to be forty (40) years for each Project pursuant to the Local Finance Law.

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

§6. This Act shall take effect immediately.

THIS AGREEMENT ("Agreement"), made _____, by and between:

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

(hereinafter referred to as the "County"),

and

[ENTER NAME OF MUNICIPALITY], a municipal corporation of the State of New York, having an office and place of business at **[ENTER ADDRESS OF MUNICIPALITY]**,

(hereinafter referred to as the "Municipality").

RECITALS

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

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

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

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

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

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

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

WHEREAS, a Stormwater Reconnaissance Plan has been prepared by the County departments of Planning and Public Works and Transportation pursuant to the SWML entitled the Stormwater Reconnaissance Plan for the _____ (the "Reconnaissance Plan"); and

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

WHEREAS, the Board of Legislators approved the Reconnaissance Plan on _____, by Act No. _____ [, and amended by Act No.: _____ on _____]; and

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

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

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

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

ARTICLE I
TERM

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

Section 1.1. The term of this Agreement shall be for a period commencing on _____, and shall continue for a period equal to or greater than the life of any bonds issued by the County to fund the County's portion of the Project, unless the Municipality is unable to secure the required funding for the project within two (2) years of full execution of this agreement, in which case, at the election of the County and upon thirty (30) days written notice, the County may suspend, discontinue or terminate this Agreement. Notwithstanding the foregoing, this Agreement authorizes reimbursement of eligible expenses incurred by the Municipality in association with the Project and Work, as defined in this Agreement, regardless of when such expenses were incurred.

ARTICLE II
TERMS OF PAYMENT, EASEMENT AND MUNICIPALITY REPRESENTATIONS

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

The County agrees to finance the design, specification, construction documents, and construction for the Project on a reimbursement basis. It is recognized and understood by the Municipality that at the time of execution of this Agreement, the County has obtained appropriations and bonding authority to fund up to $_____ for the construction of the Project. The County share of the construction of the Project shall not exceed that amount. Eligible project construction costs up to

$_____ shall be paid up to fifty (50) percent by the County (up to _____) and fifty (50) percent by the Municipality; provided, however, should the total eligible project construction costs be less than $_____, the County shall only be responsible for fifty (50) percent of the lesser amount. The Municipality shall be responsible for all costs in relation to the Project that exceed the County's contribution set forth herein, and under no circumstances or conditions, whether now existing or hereafter arising, or whether beyond the present contemplation of the parties, shall the County be expected or required to make any payment of any kind whatsoever or be under any other obligation or liability hereunder in connection with this Project except as herein expressly set forth.

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

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

Section 2.2. The parties agree that all payments made by the County to the Municipality shall be on a reimbursement basis only. Any and all requests for payment to be made, including any request for partial payment upon completion of a portion of the Project, shall be submitted by the Municipality on properly executed payment vouchers of the County and paid only after approval by the Planning Commissioner. The Municipality agrees that it shall submit all documentation that the County may require to substantiate all requests for payment. All payment vouchers must be accompanied by a numbered invoice and must contain the invoice number where indicated. All invoices submitted during each calendar year shall utilize consecutive numbering and be non-repeating. In no event shall a *final* payment be made to the Municipality prior to completion of the Project and the approval of same by the Planning Commissioner. If at any time the Municipality shall neglect or fail to perform properly any of

its obligations under this Agreement, the County shall have the right to withhold, in whole or in part, any payments otherwise due or to become due to the Municipality hereunder until such neglect or failure shall have been remedied to the reasonable satisfaction of the County.

Section 2.3. Prior to the construction of the Project, the Municipality agrees to convey to the County, its successors, and assigns a non-exclusive easement(s) (the "Easement(s)") in, upon, under and over that portion of the Municipality's property within which the Project is located (the "Property"), which Easement(s) shall be substantially in the form attached hereto and made a part hereof as **Schedule B**. The Municipality shall be solely responsible for obtaining any and all easements on non-Municipally-owned property needed in connection with the carrying out of the Project and shall provide copies of said easements to the Planning Commissioner. Said easements shall name Westchester County as a Grantee solely for the purposes of carrying out the work needed to accomplish the Project and said easements shall be for a term equal to or greater than the life of any bonds issued by the County to fund the County's portion of the Project.

Section 2.4. The Municipality represents warrants and guarantees that:

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

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

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

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

ARTICLE III
MANAGEMENT OF THE PROJECT

Section 3.0. The Municipality shall be responsible for all construction phases of the Project, including, but not limited to, any additional study or engineering necessary to fully comply with the requirements of the funding program, final engineering, specifications and designs, and all phases of construction and post-construction elements. The Municipality shall submit any required documentation, including additional engineering or progress reports, to the Planning Commissioner or her duly authorized designee for review, and said design plans and specifications shall be mutually approved by all parties. The Municipality shall fully complete the project tasks as set forth in **Schedule A** and submit proof of such completion to the County for its review and approval on or before five (5) years from the date of the execution of this Agreement by all parties. Notwithstanding the foregoing, the parties may agree to a twelve (12) month extension of time for completion, subject to all necessary legal approvals for such extension of time. In the event that the Municipality fails to complete the scope of work set forth in **Schedule A** and submit proof of such completion to the County in a timely manner as set forth herein, including any twelve (12) month extension agreed to between the parties, it shall remit all funds disbursed hereunder to the County within thirty (30) days of receipt of written request from the County unless an extension of time for completion is mutually agreed to between the parties, subject to all necessary legal approvals for said extension of time.

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

ARTICLE IV
ACCOUNTING

Section 4.0. The Municipality shall cause accurate records and books of account to be maintained in which shall be entered all matters relating to this Agreement, including all liabilities thereof and all expenditures, and payments to any and all contractors or subcontractors involved in the Project. Such books and records shall be maintained in accordance with generally accepted accounting principles, consistently applied and shall be kept at a location within Westchester County. The Municipality will provide the County with documentation, upon the County's request, in order to verify same. The County shall have the right to audit, inspect, examine and copy such books and records of the Municipality at all reasonable times during normal business hours at the office of the Municipality.

ARTICLE V
NOTICES

Section 5.0. All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier, (with acknowledgement received and a copy of the notice sent by registered or certified mail, postage pre-paid), as set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt. Notices shall be sent to the following:

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

with a copy to: County Attorney
County of Westchester

148 Martine Avenue
Room 600
White Plains, New York 10601

To the Municipality: _____
_____
_____

with a copy to: _____
_____
_____
_____

ARTICLE VI
INDEMNIFICATION

Section 6.0. To the fullest extent permitted by law, the Municipality shall defend, indemnify and hold harmless the County, its elected officials, officers, employees and agents (the "Indemnitees") from and against, any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly from the Project, including any which may arise from a change in applicable laws, rules and regulations, that may be imposed upon or incurred by or asserted against any of the Indemnitees by reason of any of the following:

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

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

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

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

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

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

Section 6.1. The Municipality hereby further acknowledges and agrees that it shall defend, indemnify and hold harmless the County for any "Environmental Damages" to the Property. "Environmental Damages" shall mean all claims, damages, demands losses, penalties, fines, fees, liabilities (including strict liability), encumbrances, liens, costs and expenses of investigation and defense of any, whether or not such claim is ultimately defeated, and of any good faith settlement or judgment, of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, including, without limitation, reasonable attorney's fees and disbursements and consultants' fees, any of which are incurred as the result of the existence of "Hazardous Material" or "Hazardous Waste" upon, beneath, or about the Property or migrating or threatening to migrate to or from the Property, or the existence of a violation of "Environmental Requirements" pertaining to the Property, regardless of whether the existence of such "Hazardous Materials" or "Hazardous Waste" or the violation of "Environmental Requirements" arose prior to the Municipality or County's ownership of the Property, including, without limitation:

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

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

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

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

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

Section 6.1.a. Definitions. For the purposes of this Agreement, the following definitions shall apply:

(1) "Hazardous Materials" or "Hazardous Waste" shall mean any substance:
(i) the presence of which requires investigation or remediation under any federal, state, or local statute, regulation, ordinance, order, action, policy or common law; or

(ii) which is or becomes defined as a hazardous waste, hazardous substance, pollutant or contaminant under any federal, state or local statute, regulation, rule, or ordinance or amendments thereto including, without limitations, the United States Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 USC §9601 (14) 42 USC §9602 and any "hazardous waste" as defined in or listed under the United States Solid Waste Disposal Act, as amended, 42 USC §6901(5), 42 USC §6921; or

(iii) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board or instrumentality of the United States, the State of New York or any political subdivision thereof; or

(iv) the presence of which, on the Property, causes or threatens to cause a nuisance on the Property or to nearby properties or poses or threatens to pose a hazard to the health and safety of persons on, about or nearby the Property; or

(v) the presence of which on nearby properties would constitute a trespass by the owner of the Property; or

(vi) without limitation which contains gasoline, diesel fuel, or other petroleum hydrocarbons; or

(vii) without limitation which contains polychlorinated bipheynols (PCBs), asbestos, or urea formaldehyde foam insulation.

(2) "Environmental Requirements" shall mean all applicable present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises, and similar items, of all government agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, the State of New York and the political subdivisions thereof; and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human health or the environment.

Section 6.2. The Municipality shall promptly notify the County in writing of any claims made or any suits instituted against the Municipality of which it has knowledge arising from its performances hereunder or in connection with this Agreement or in connection with the Project.

Section 6.3. In the event the Municipality does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of all or part of this Article, then the Municipality shall reimburse the County's reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing all or part of this Article of the Agreement.

Section 6.4. This Article shall survive termination or expiration of this Agreement.

ARTICLE VII
MISCELLANEOUS

Section 7.0. Any purported delegation of duties or assignment of rights under this Agreement without the prior express written consent of the County is void.

Section 7.1. The Municipality shall submit documentation to the County demonstrating compliance with the State Environmental Quality Review Act and its implementing regulations ("SEQR"), including those activities that have been determined not to constitute an action as defined by SEQR or activities determined to be Type II actions as defined by SEQR. The Municipality shall act as the lead agency for meeting the requirements of SEQR for any Unlisted or Type I action that is

undertaken pursuant to this Agreement, unless otherwise directed by the Planning Commissioner. The Municipality shall include the County as an Involved Agency (as defined in SEQR) in all matters relating to SEQR and conduct a coordinated review where applicable.

Section 7.2. The failure of the County to insist upon strict performance of any term, condition or covenant herein shall not be deemed a waiver of any rights or remedies that the County may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions or covenants herein.

Section 7.3. It is mutually understood and agreed that the terms, covenants, conditions and agreements herein contained shall be binding upon the parties hereto and upon their respective successors, legal representatives and assigns.

Section 7.4. This Agreement and its attachments constitute the entire agreement between the parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. This Agreement shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties, and approved by the Office of the County Attorney.

Section 7.5. It is recognized and understood that the Municipality is not an agent of the County and in accordance with such status, the Municipality, its consultant(s), its subcontractor(s), and their respective officers, agents, employees, representatives and servants shall at all times during the term of this Agreement neither hold themselves out as, nor claim to be acting in the capacity of officers, employees, agents, representatives or servants of the County, nor make any claim, demand or application for any right or privilege applicable to the County, including without limitation, rights or privileges derived from workers compensation coverage, unemployment insurance benefits, social security coverage and retirement membership or credit.

Section 7.6. The Municipality shall comply with the insurance requirements contained in **Schedule C** entitled "Standard Insurance Provisions," attached hereto and made a part hereof. The

Municipality may, in lieu of procuring and maintaining the aforesaid insurance, elect to obtain such coverage through a program of self-insurance, which coverage and program shall be in accordance with generally accepted standards for similarly situated entities. In addition to the foregoing, the Municipality shall contractually ensure that all of its contractors, subcontractors and/or independent contractors (individually a "Contractor" or collectively, the "Contractors") that are engaged to construct the Project shall provide such insurance coverage as described in **Schedule C** naming as additional insured, the Municipality and the County and their respective officials (elected or otherwise), officers, employees and agents (collectively the "Additional Insureds"). The Municipality shall require, before the Project commences that each such insurance policy be endorsed to contain the following clauses: (a) the insurer shall have no right to recovery or subrogation against the Additional Insureds (including their respective officials (elected or otherwise), officers, employees and agents), it being the intention that the insurance policy shall protect both the insured and the Additional Insureds and be primary coverage for any and all losses covered by such insurance; (b) the clause "other insurance provisions" in any such insurance policy shall not apply to the Additional Insureds or their insurance policies; (c) the insurer issuing the policy shall have no recourse against the Additional Insureds (including their respective officials (elected or otherwise), officers, employees and agents) for payment of any premiums or for assessments under any form of policy; and (d) any and all deductibles in such insurance policy shall be assumed by and be for the account of, and at the sole risk of the Contractor.

Section 7.7. This Agreement shall not be enforceable until signed by all parties and approved by the Westchester County Attorney.

Section 7.8. In the event that any one or more provisions, sections, subsections, clauses or words of this Agreement are for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, but this Agreement shall be construed and enforced as if such illegal or invalid section, subsection, clause or word has not been contained herein.

Section 7.9. This Agreement shall be deemed executory only to the extent of funds appropriated and made available for the purpose of this Agreement and no liability on account thereof shall be incurred by the County beyond the amount of such appropriated funds.

Section 7.10. All covenants, stipulations, promises, agreements and obligations of the Municipality and the County contained herein shall be deemed to be stipulations, promises, agreements and obligations of the Municipality and the County and not of any member, officer or employee of the Municipality or the County in his/her individual capacity and no recourse shall be had for any obligation or liability herein or any claim based thereon against any member, officer or employee of the Municipality or the County or any natural person executing this Agreement.

Section 7.11. The parties represent that they have all requisite power and authority to execute, deliver and perform this Agreement, and this Agreement has been duly authorized by all necessary action on the part of the parties. The parties each agree to execute and deliver such further instruments and to seek such additional authority as may be required to carry out the intent and purpose of this Agreement, including providing the County with any necessary property interests in the Project in order for the County to fund the Project.

Section 7.12. This Agreement may be executed in two or more counterparts and all counterparts so executed shall for all purposes constitute one agreement binding upon all the parties hereto.

Section 7.13. Nothing in this Agreement shall act to confer third-party beneficiary rights on any person or entity not a party to this Agreement.

Section 7.14. The headings in this Agreement are for reference purposes only and shall not be used in construing the terms of this Agreement.

Section 7.15. The Municipality agrees to comply with the terms set forth in **Schedule D**, attached hereto and made a part hereof, regarding Vendor Direct Payment Terms.

Section 7.16. The Municipality hereby acknowledges that any provision of this Agreement which requires consent of the County shall be subject to receipt by the County of any and all necessary legal approvals.

Section 7.17. No director, officer, employee, agent or other person authorized to act on behalf of the County shall have any personal liability in connection with this Agreement or any failure of the County to perform its obligations hereunder. No director, officer, employee, agent or other person authorized to act on behalf of the Municipality shall have any personal liability in connection with this Agreement or any failure of the Municipality to perform its obligations hereunder.

Section 7.18. The Municipality agrees to allow the County reasonable access to the Project, during normal business hours, to permit inspection and observation of the Project. The Municipality may require the County to provide reasonable notice prior to such inspection and observation.

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

COUNTY OF WESTCHESTER

By:_____
Blanca P. Lopez
Commissioner of Planning

_____

By: [DRAFT – DO NOT SIGN]
Name
Title

Approved by the Board of Legislators of the County of Westchester by Act No. 2026-_____ on the _____ day of _____, 2026

Approved by the Board of Trustees of the _____ on the ____ day of _____, 2026.

Approved

_____
Assistant County Attorney
County of Westchester

MUNICIPALITY'S ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 2026 before me, the undersigned, a Notary Public in and for said State, personally appeared _____ , personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument; and, acknowledged if operating under any trade name, that the certificate required by the New York State General Business Law Section 130 has been filed as required therein.

_____
Signature and Office of individual
taking acknowledgment

CERTIFICATE OF AUTHORITY

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

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

a municipal corporation duly organized and in good standing under the _____
(Law under which organized, e.g., the New York Business Corporate Law)
named in the foregoing agreement; that_____
(Person executing agreement)
who signed said agreement on behalf of the Municipality was, at the time of execution
_____
(Title of such person)
of the Municipality and that said agreement was duly signed for and on behalf of said Municipality by authority of its Board of _____, thereunto duly authorized and that such authority is in full force and effect at the date hereof.

_____
(Signature)

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

On this _____ day of _____, 20__, before me personally came _____, whose signature appears above, to me known, and known to me to be the _____of _____
(Title)
_____, the Municipality described in and which executed the above certificate, who being by me duly sworn did depose and say that he/she, the said _____ of said Municipality resides at _____ _____, and that he/she signed his/her name hereto by order of the Board of _____ of said Municipality.

_____
Notary Public
County of

SCHEDULE A

SCOPE OF WORK

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

Project Description: _____

_____

_____

_____

_____

_____

TASK	DESCRIPTION	ESTIMATED AMOUNT	ESTIMATED COUNTY SHARE
1			
2			
3			
4			
5			
6			
	TOTAL		

DRAFT

SCHEDULE B

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, made the ___ day of _____, 2026, by

_____, a municipal corporation organized and existing under the laws of the State of New York having an office and place of business at _____ ("Grantor"); and

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

W I T N E S S E T H:

WHEREAS, Grantor is the owner of the fee title of that certain parcel of real property located at

_____

_____,

New York, which real property is more particularly described in **Schedule B-1** and **Schedule B-2**, which is annexed hereto and made a part hereof (the "Subject Property").

That the Grantor in consideration of the sum of One ($1.00) Dollar lawful money of the United States, paid by the Grantee, receipt of which is hereby acknowledged, does hereby grant and release unto the Grantee, its successors and assigns, a non-exclusive easement (the "Easement") in, on, over, under and through the Subject Property, as more particularly described in **Schedule B-1** and **Schedule B-2**, which are attached hereto and made a part hereof, for the purpose of accessing certain improvements known as the Project consisting of flood mitigation improvements and described in a separate Inter-Municipal Agreement of even date between the Grantor and Grantee, to construct, operate, maintain, repair, replace, inspect, or restore the therein described Project.

The Easement granted herein is subject to the following restrictions:

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

The Grantor acknowledges that the easement rights of the County granted herein regarding the Project Improvements constructed in, on, over, under or through the Easement

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

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

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

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

[MUNICIPALITY]

By: [DRAFT – DO NOT SIGN]
Name
Title

COUNTY OF WESTCHESTER

By:_____
Blanca P. Lopez
Commissioner of Planning

Record and Return to:

_____

SCHEDULE B-1

EASEMENT BOUNDARY MAP

[INSERT EASEMENT BOUNDARY MAP]

SCHEDULE B-2

EASEMENT BOUNDARY METES AND BOUNDS

[INSERT EASEMENT METES AND BOUNDS DESCRIPTION]

MUNICIPALITY'S ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 2026 before me, the undersigned, a Notary Public in and for said State, personally appeared _____ , personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument; and, acknowledged if operating under any trade name, that the certificate required by the New York State General Business Law Section 130 has been filed as required therein.

_____
Signature and Office of individual
taking acknowledgment

COUNTY'S ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 2026 before me, the undersigned, a Notary Public in and for said State, personally appeared _____ , personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument; and, acknowledged if operating under any trade name, that the certificate required by the New York State General Business Law Section 130 has been filed as required therein.

_____
Signature and Office of individual
taking acknowledgment

SCHEDULE C

STANDARD INSURANCE PROVISIONS (MUNICIPALITY)

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

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

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

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

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

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

proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SCHEDULE D
VENDOR DIRECT PAYMENT TERMS

Westchester County Vendor Direct Program Frequently Asked Questions

1. WHAT ARE THE BENEFITS OF THE ELECTRONIC FUNDS TRANSFER (EFT) ASSOCIATED WITH THE VENDOR DIRECT PROGRAM?
There are several advantages to having your payments automatically deposited into your designated bank account via EFT:

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

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

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

3. HOW QUICKLY WILL A PAYMENT BE DEPOSITED INTO MY ACCOUNT?
Payments are deposited two business days after the voucher/invoice is processed. Saturdays, Sundays, and legal holidays are not considered business days.

4. HOW WILL I KNOW WHEN THE PAYMENT IS IN MY BANK ACCOUNT AND WHAT IT IS FOR?
Under the Vendor Direct program you will receive an e-mail notification two days prior to the day the payment will be credited to your designated account. The e-mail notification will come in the form of a remittance advice with the same information that currently appears on your check stub, and will contain the date that the funds will be credited to your account.

5. WHAT IF THERE IS A DISCREPANCY IN THE AMOUNT RECEIVED?
Please contact your Westchester County representative as you would have in the past if there were a discrepancy on a check received.

6. WHAT IF I DO NOT RECEIVE THE MONEY IN MY DESIGNATED BANK ACCOUNT ON THE DATE INDICATED IN THE E-MAIL?
In the unlikely event that this occurs, please contact the Westchester County Accounts Payable Department at 914-995-4708.

7. WHAT MUST I DO IF I CHANGE MY BANK OR MY ACCOUNT NUMBER?
Whenever you change any information or close your account a new Vendor Direct Payment Authorization Form must be submitted. Please contact the Westchester County Accounts Payable Department at 914-995-4708 and we will e-mail you a new form.

8. WHEN COMPLETING THE PAYMENT AUTHORIZATION FORM, WHY MUST I HAVE IT SIGNED BY A BANK OFFICIAL IF I DON'T INCLUDE A VOIDED CHECK?
This is to ensure the authenticity of the account being set up to receive your payments.

DRAFT

[INSERT VENDOR DIRECT FORM]

REFERENCE: BPL26
BPL47

ACT NO. -20_____

BOND ACT AUTHORIZING THE ISSUANCE OF $13,375,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE COUNTY SHARE OF VARIOUS FLOOD MITIGATION PROJECTS IN THE COUNTY, STATING THE ESTIMATED MAXIMUM COST THEREOF IS $13,375,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $13,375,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted , 20_____)

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

Section 1. Pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the "Law"), the Westchester County Administrative Code, being Chapter 852 of the Laws of 1948, as amended, an Intermunicipal Agreement between the County and the Village of Scarsdale, Town of Mamaroneck, and the Village of Hastings-On-Hudson, and to the provisions of other laws applicable thereto; $13,375,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the County share of flood mitigation projects in (a) the area of Griffen Avenue in the Village of Scarsdale, identified as Flood Problem Area SCD-3 in the Stormwater Reconnaissance Plan for the Coastal Long Island Sound Basin, consisting of the construction of a continuous culvert system, elimination of deficient pipe as well as widening and stabilization of an associated stream bank; (b) the area of George Field in the Village of

Scarsdale, identified as Flood Problem Area SCD-6 in the Stormwater Reconnaissance Plan for the Bronx River Watershed, consisting of final engineering and construction of stormwater improvements; (c) the Larchmont Reservoir Dam, identified as Flood Problem Area LAR-13 in the Stormwater Reconnaissance Plan for the Coastal Long Island Sound Watershed, consisting of the final replacement and upgrade of water level monitors and controls; (d) the area of Fenimore Road (Subbasin1), Country Road (Subbasin 3) and Old White Plains Road (Subbasin 13) in the Town of Mamaroneck, consisting of the construction of new stormwater infrastructure to reduce flooding; and (e) the area of Boutilliers Brook Watershed in the Village of Hastings-On-Hudson, identified as Flood Problem Area HAS-1 in the Stormwater Reconnaissance Plan for the Saw Mill River-Pocantico River Watershed, consisting of the final engineering and construction of stormwater 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 total estimated maximum cost of said specific object or purpose, including preliminary costs and costs incidental thereto and the financing thereof is $13,375,000. The plan of financing includes the issuance of $13,375,000 bonds herein authorized, and any bond anticipation notes issued in anticipation of the sale of such bonds, and the levy of a tax to pay the principal of and interest on said bonds.

Section 2. The period of probable usefulness of the specific object or purpose for which said $13,375,000 bonds authorized by this Act are to be issued, within the limitations of Section 11.00 a.3 of the Law, is thirty (30) years;

Section 3. Current funds are not required to be provided as a down payment pursuant to Section 107.00 d. 9. of the Law prior to issuance of the bonds authorized herein, or

any bond anticipation notes issued in anticipation of the sale of such bonds. The County intends to finance, on an interim basis, the costs or a portion of the costs of said improvements for which bonds are herein authorized, which costs are reasonably expected to be reimbursed with the proceeds of debt to be incurred by the County, pursuant to this Act, in the maximum amount of $13,375,000. 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 $13,375,000 as the estimated total cost of the aforesaid objects or purposes is hereby approved.

Section 5. Subject to the provisions of this Act and of the Law, and pursuant to the provisions of §30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals thereof, and of §§50.00, 56.00 to 60.00 and 168.00 of said Law, the powers and duties of the County Board of Legislators relative to authorizing the issuance of any notes in anticipation of the sale of the bonds herein authorized, or the renewals thereof, relative to providing for substantially level or declining annual debt service, relative to prescribing the terms, form and contents and as to the sale and issuance of the respective amounts of bonds herein authorized, and of any notes issued in anticipation of the sale of said bonds or the renewals of said notes, and relative to executing agreements for credit enhancement, are hereby delegated to the Commissioner of Finance of the County, as the chief fiscal officer of the County.

Section 6. Each of the bonds authorized by this Act and any bond anticipation notes issued in anticipation of the sale thereof shall contain the recital of validity prescribed by §52.00 of said Local Finance Law and said bonds and any notes issued in anticipation of said bonds shall be general obligations of the County of Westchester, payable as to both principal and

interest by general tax upon all the taxable real property within the County. The faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and any notes issued in anticipation of the sale of said bonds or the renewals of said notes, and provision shall be made annually in the budgets of the County by appropriation for (a) the amortization and redemption of the notes and bonds to mature in such year and (b) the payment of interest to be due and payable in such year.

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

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

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

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

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

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

* * *

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 $13,375,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE COUNTY SHARE OF VARIOUS FLOOD MITIGATION PROJECTS IN THE COUNTY, STATING THE ESTIMATED MAXIMUM COST THEREOF IS $13,375,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $13,375,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (adopted on _____, 20_____)

object or purpose: to finance the County share of flood mitigation projects in (a) the area of Griffen Avenue in the Village of Scarsdale, identified as Flood Problem Area SCD-3 in the Stormwater Reconnaissance Plan for the Coastal Long Island Sound Basin, consisting of the construction of a continuous culvert system, elimination of deficient pipe as well as widening and stabilization of an associated stream bank; (b) the area of George Field in the Village of Scarsdale, identified as Flood Problem Area SCD-6 in the Stormwater Reconnaissance Plan for the Bronx River Watershed, consisting of final engineering and construction of stormwater improvements; (c) the Larchmont Reservoir Dam, identified as Flood Problem Area LAR-13 in the Stormwater Reconnaissance Plan for the Coastal Long Island Sound Watershed, consisting of the final replacement and upgrade of water level monitors and controls; (d) the area of Fenimore Road (Subbasin1), Country Road (Subbasin 3) and Old White Plains Road (Subbasin 13) in the Town of Mamaroneck, consisting of the construction of new stormwater infrastructure to reduce flooding; and (e) the area of Boutilliers Brook Watershed in the Village of Hastings-On-Hudson, identified as Flood Problem Area HAS-1 in the Stormwater Reconnaissance Plan for the Saw Mill River-Pocantico River Watershed, consisting of the final

engineering and construction of stormwater 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: $13,375,000; 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

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: BPL26/BPL47 ☐ **NO FISCAL IMPACT PROJECTED**

SECTION A - CAPITAL BUDGET IMPACT

To be completed by Budget

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

Source of County Funds (check one)**:** [X] CURRENT APPROPRIATIONS

Various Projects - Construction funding Flood Mitigation Program [ ] CAPITAL BUDGET AMENDMENT

SECTION B - BONDING AUTHORIZATIONS

To be completed by Finance

Total Principal: $ 13,375,000 **PPU:** 30 **Anticipated Interest Rate:** 3.97%

Anticipated Annual Cost (Principal and Interest)**:** $ 776,674

Total Debt Service (Annual cost x Term)**:** $ 23,300,220

Finance Department: Interest rates from July 9, 2026 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: 145

Prepared by: David Kvinge

Title: Assistant Commissioner

Department: Planning

Date: 07/14/2026

Approved By: Larry Soule Digitally signed by Larry Soule Date: 2026.07.17 09:49:50 -04'00'

Budget Director

Date:

WESTCHESTER COUNTY

Kenneth W. Jenkins
County Executive

Date: August 3, 2026

To: The Honorable Members of the Board of Legislators

From: Kenneth W. Jenkins, County Executive

RE: Acts For Capital Project BPL26 – Flood Mitigation (Lockwood Drive Culvert Replacement, City of Peekskill)

Transmitted herewith for your review and approval is a bond act (the "Bond Act"), which, if adopted by your Honorable Board, would authorize the County of Westchester (the "County") to issue up to $225,000.00 in bonds of the County to finance a component of capital project BPL26 – Flood Mitigation ("BPL26").

Also attached are two acts of the County, as follows: a.) one act (the "Plan Amendment Act") authorizing the County to amend the Storm Water Reconnaissance Plan for the Peekskill and Haverstraw Bays (the "Plan"), adopted by your Honorable Board by Act No. 135-2014 on August 4, 2014, to add a flood problem area designated by the City of Peekskill ("Peekskill"); and b.) one act authorizing the County to enter into an intermunicipal agreement ("IMA") with Peekskill, setting forth the terms of the flood mitigation project (the "Project").

The Bond Act, in the amount of Two Hundred Twenty-Five Thousand Dollars ($225,000.00), would fund up to fifty percent (50%) of the costs associated with a preliminary engineering study to provide a summary and update of previous studies and analysis of localized flooding in the area of Lockwood Drive in Peekskill. The Bond Act will fund preliminary engineering that will develop a solution for of new storm water infrastructure to reduce flooding on residential properties in the vicinity of Lockwood Drive (the "Properties") located in Peekskill, as well as related County administrative costs.

The Department of Planning (the "Department") has advised that the Project will address significant recurring flooding on the Properties, as well as in the Properties' immediate vicinity.

Following bonding authorization, design will be scheduled and is anticipated to take approximately twelve to eighteen (12-18) months to complete. It is anticipated that the design work will be completed using outside consultants, engaged by Peekskill.

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

The Properties are not located within areas designated as flood hazard areas by the Federal Emergency Management Agency and are not currently shown on the maps or otherwise identified in the Plan as a flood problem area. Under LWC Section 241.256, a property must be shown on its associated reconnaissance plan to qualify for County funding as a Storm Water Management Project (defined in LWC Section 241.254(13)). Authority is therefore requested to approve the Plan Amendment Act to add the flood problem area designated by Peekskill. The Plan Amendment Act is necessary for the Project to be eligible for County funding under the SWML.

In accordance with the IMA, the County will pay to Peekskill, on a reimbursement basis up to fifty percent (50%) of the eligible expenses based upon the total cost of the Project, in an amount not to exceed Two Hundred Twenty-Five Thousand Dollars ($225,000.00). Peekskill will be solely responsible for any additional amount beyond the total cost of the Project. The proposed IMA requires Peekskill to adopt regulations and policies consistent with the flood mitigation criteria adopted by the County. The term of the IMA shall be for a period commencing upon full execution thereof by both parties and approval of same by the Office of County Attorney, and shall continue for a period of five (5) years.

It should be noted that your Honorable Board has authorized the County to issue bonds in connection with prior components of BPL26 as indicated in the annexed fact sheet.

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

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

The mitigation of flood waters, and the undertaking of the proposed Project, benefit the health, safety, and welfare of County residents. Based upon the foregoing and due to the importance of this Project to the County, favorable action on the annexed proposed acts is respectfully requested from your Honorable Board.

KWJ/BPL/DK/MJR/mb
Attachments

HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER, NEW YORK

Your Committee is in receipt of a transmittal from the County Executive recommending approval of a bond act (the "Bond Act"), prepared by the law firm Hawkins, Delafield & Wood LLP, which, if adopted by your Honorable Board, would authorize the County of Westchester (the "County") to issue up to $225,000.00 in bonds of the County to finance a component of capital project BPL26 – Flood Mitigation ("BPL26").

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

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

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

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

The mitigation of flood waters, and the undertaking of the proposed Project, benefit the health, safety, and welfare of County residents. Based upon the foregoing and due to the importance of this Project to the County, your Committee recommends favorable action on the annexed proposed acts.

Dated: _____, 2026
White Plains, New York

COMMITTEE ON

c:mb/7.20.26

WESTCHESTER COUNTY

Memorandum
Department of Planning

TO: Carla Chaves, Senior Assistant County Attorney
Maximilian Zorn, Assistant County Attorney
Maria Baratta, Assistant County Attorney

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

DATE: July 2, 2026

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT BPL26 FLOOD MITIGATION – LOCKWOOD DRIVE (CITY OF PEEKSKILL)**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on 06/04/2026 (Unique ID: 3197**)**

With respect to the State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617, the Planning Department recommends that no environmental review is required for the proposed action, because the project or component of the project for which funding is requested may be classified as a **TYPE II action** pursuant to section(s):

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

COMMENTS: None.

DSK/oav
cc: Emily Saltzman, Director of Operations
Paula Friedman, Assistant to the County Executive
Tami Altschiller, Assistant Chief Deputy County Attorney
Blanca P. Lopez, Commissioner of Planning
Dianne Vanadia, Associate Budget Director
Matthew Castro, Chief Planner
Claudia Maxwell, Principal Environmental Planner

BPL26 Flood Mitigation

FIVE YEAR CAPITAL PROGRAM (in thousands)

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

Project Description

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

This 2025 Capital Budget Amendment to BPL26 is for $1,250,000 for the Lockwood Drive Culvert project in the City of Peekskill. The project has been reviewed and approved by the County Stormwater Advisory Board.

Appropriation Requests

2009: $5,400,000 for Flood Mitigation of County facilities.
2012: $5,000,000 for Flood mitigation.
2013: $5,000,000 for Flood mitigation.
2015: $150,000 for Flood mitigation.
2016: $5,000,000 for Flood mitigation.
2021: $200,000 for Flood mitigation.
2022: $11,000,000 for Flood mitigation.
2023: $17,500,000 for Flood mitigation

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

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

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

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

Justification

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

Consistency with Programs or Plans

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

Planning Board Recommendations

☒ The Planning Board recommends this 2025 Capital Budget Amendment for Lockwood Drive Culvert project in the City of Peekskill per resolution number _25-29_ signed on the following date: 11-5-25. The Planning Board designates this project as **PL2**.

Comments

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

ACT NO. 2026 - _____

AN ACT authorizing the County of Westchester to amend the Storm Water Reconnaissance Plan for the Peekskill and Haverstraw Bays, adopted by your Honorable Board by Act No. 135-2014 on August 4, 2014, to add flood problem areas designated by the City of Peekskill in compliance with Article III-A of the Westchester County Storm Water Management Law.

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

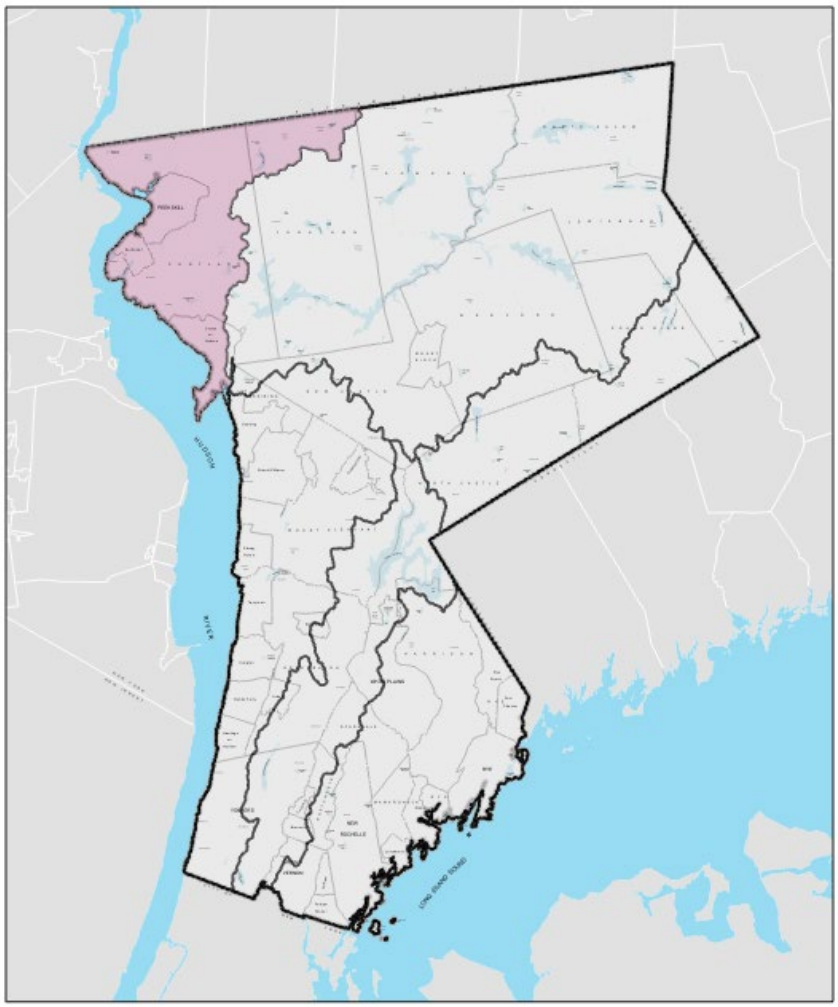
Section 1. This Board hereby approves an amendment annexed hereto to the Storm Water Reconnaissance Plan prepared for the Peekskill and Haverstraw Bays (the "Plan"), adopted by your Honorable Board by Act No. 135-2014 on August 4, 2014, to add flood problem areas designated by the City of Peekskill in compliance with Article III-A of the Westchester County Storm Water Management Law.

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

§3. This Act shall take effect immediately.

Amendments to the Stormwater Reconnaissance Plan for the Peekskill and Haverstraw Bays Watershed Westchester County, New York

Adopted by the Westchester County Board of Legislators
by Act XX-2026 on DATE.



WESTCHESTER COUNTY

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

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1. OVERVIEW

This document compiles amendments to the stormwater reconnaissance plans prepared pursuant to the County Stormwater Management Law. Amendments are required to add new studies or areas of significant and/or recurring flooding identified by local municipalities so that such areas may become designated as "Flood Problem Areas" within the reconnaissance plans and consequently become eligible for funding assistance under the program created by the Stormwater Management Law. The process to amend the plans consists of either submission of a study to reduce flooding or flood risk; or completion of a questionnaire completed by the municipality describing a flood problem area. Studies and proposed flood problem areas are reviewed and approved by the County. This is typically done in conjunction with the submission of an application for Phase I (study and engineering) and/or Phase II (project implementation) funding assistance under the program. The following pages include descriptions of additional flood studies and Flood Problem Areas for the Peekskill and Haverstraw Bays Watershed as approved by the County Board of Legislators.

2. ADDITIONAL STUDIES

No additional studies for this plan are proposed at this time.

3. ADDITIONAL FLOOD PROBLEM AREAS

Map Area ID: PKS-9

Municipality: Peekskill

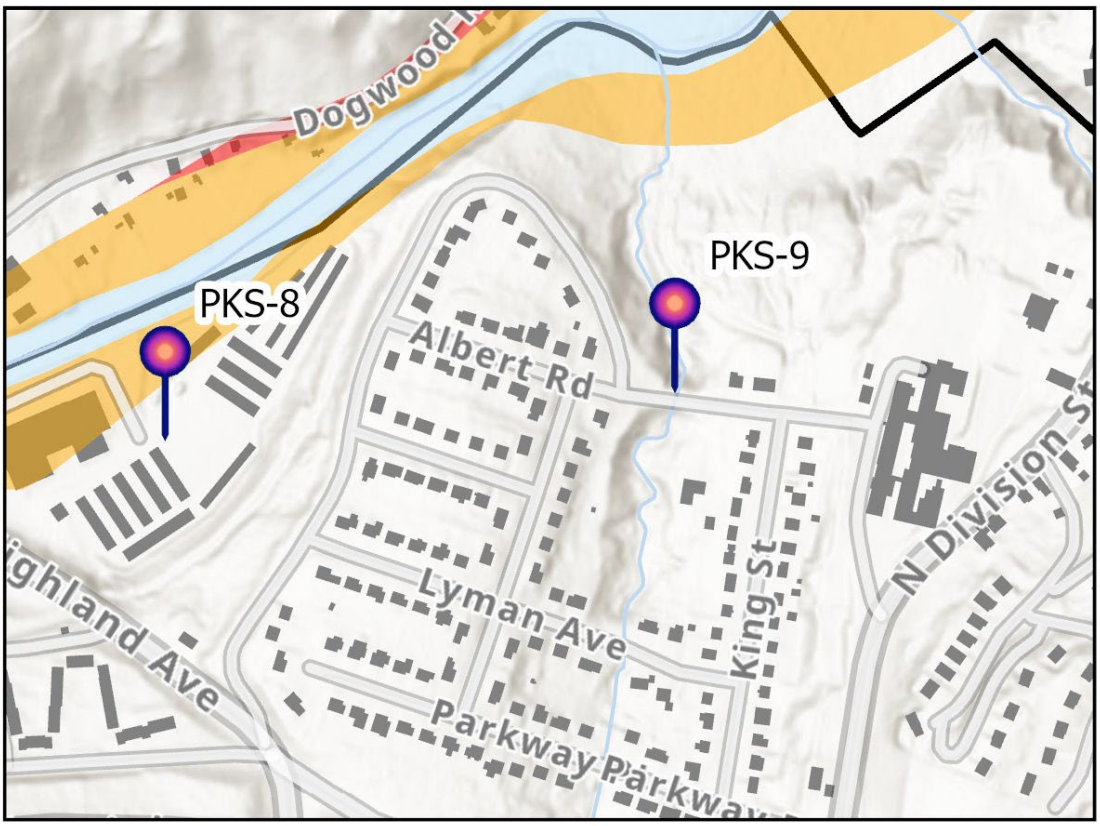
General Location: Area between Lockwood Drive and Lyman Avenue

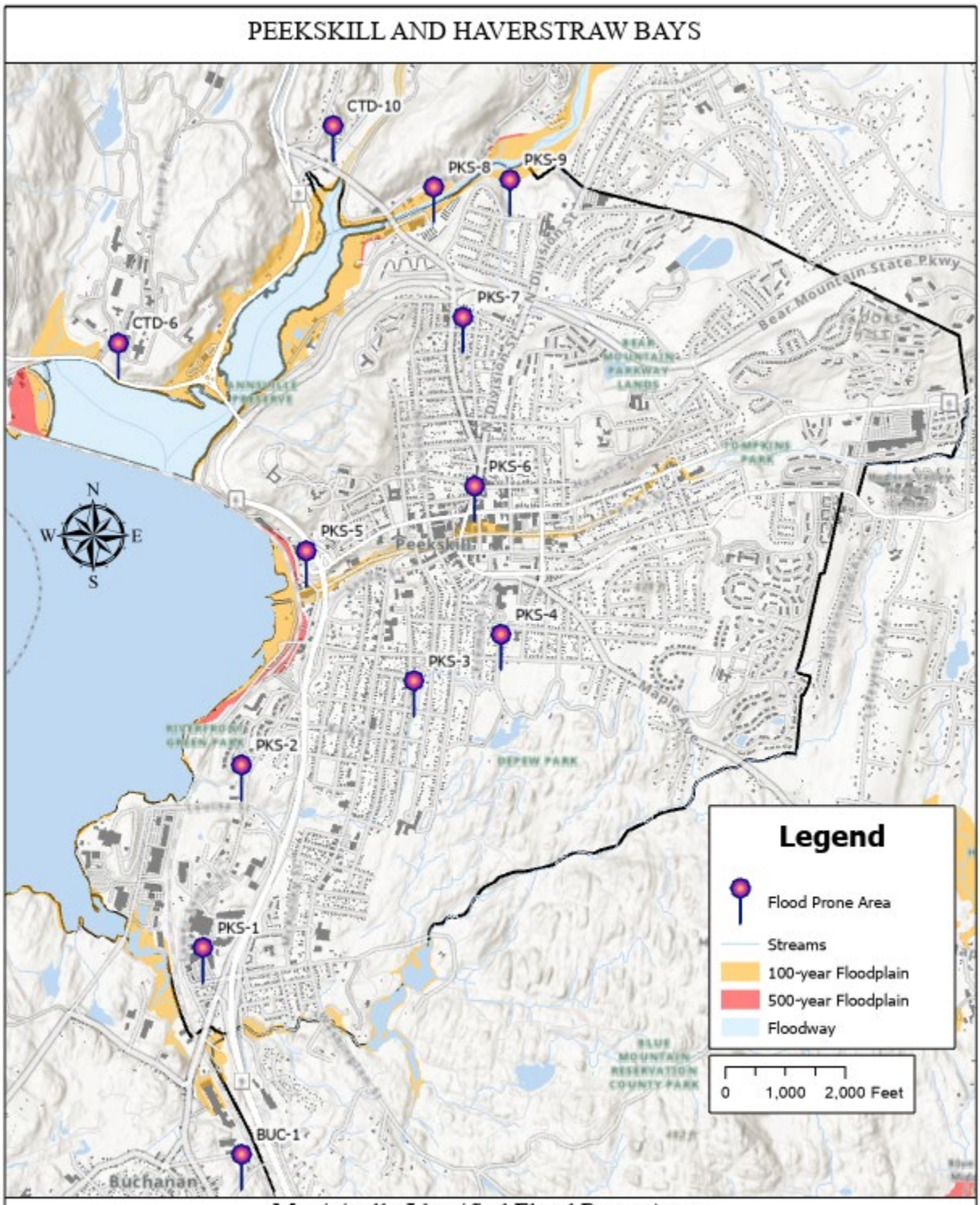
Nearest Watercourse or Waterbody: Peekskill Hollow Creek

Associated Study/Report: None

Evaluation Score: Low

General Description of Flooding: The low-lying drainage way between Lockwood Drive and Lyman Avenue first flooded in 2022 due to a culvert collapse. Emergency measures were taken to address the situation and have thus far prevented a repeat occurrence. However, recent storm events have caused increasing erosion in the area and caused a partial collapse of the roadway, reducing it to 1.5 lanes. Should the roadway fail further, disruption to essential utilities within the right-of-way that service the surrounding residential and business communities is possible.





Municipally Identified Flood Prone Areas
City of Peekskill

ACT NO. 2026 - _____

AN ACT authorizing the County of Westchester to enter into an intermunicipal agreement with the City of Peekskill in connection with a flood mitigation project (Capital Project BPL26 (Unique ID: 3197).

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

Section 1. The County of Westchester (the "County") is hereby authorized to enter into an intermunicipal agreement ("IMA") with the City of Peekskill ("Peekskill") in connection with a flood mitigation project on residential properties along Lockwood Drive located in Peekskill, pursuant to capital project BPL26 – Flood Mitigation (the "Project").

§2. The County shall reimburse up to fifty percent (50%) of the eligible expenses based on the total cost of the Project. The County shall pay to Peekskill, on a reimbursement basis, an amount not to exceed Two Hundred Twenty-Five Thousand Dollars ($225,000.00). Peekskill shall be solely responsible for any additional amount beyond the total cost of the Project.

§3. The term of the IMA shall be for a period commencing upon full execution thereof by both parties and approval of same by the Office of County Attorney, and shall continue for a period of five (5) years.

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

§5. This Act shall take effect immediately.

AGREEMENT, made the day of , 2026 by and between

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

(hereinafter referred to as the "County"),

and

THE CITY OF PEEKSKILL, a municipal corporation of the State of New York, having an office and place of business at 840 Main Street, Peekskill, NY 10566,

(hereinafter referred to as the "Municipality").

RECITALS

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

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

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

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

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

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

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

WHEREAS, a Stormwater Reconnaissance Plan has been prepared by the County departments of Planning and Public Works and Transportation pursuant to the SWML entitled the Stormwater Reconnaissance Plan for the **Peekskill and Haverstraw Bays Watershed** (the "Reconnaissance Plan"); and

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

WHEREAS, the Board of Legislators approved the Reconnaissance Plan on August 4, 2014, by Act No. 135 – 2014, and amended by Act No.: _____-2026 on June __, 2026; and

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

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

WHEREAS, the Municipality has prepared documentation in support of the need for the Project and the Project has been presented to and received support from the County Stormwater Advisory Board.

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

ARTICLE I
TERM

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

Section 1.1. The term of this Agreement shall be for a period commencing upon full execution thereof by both parties and approval of same by the Office of County Attorney, as evidenced by the date

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on the top of Page 1 of this Agreement, and shall continue for a period equal to or greater than the life of any bonds issued by the County to fund the County's portion of the Project, unless the Municipality is unable to secure the required funding for the project within two (2) years of full execution of this Agreement, in which case, at the election of the County and upon thirty (30) days written notice, the County may suspend, discontinue, or terminate this Agreement. Notwithstanding the foregoing, this Agreement authorizes reimbursement of eligible expenses in connection with the Project and Work, as defined in this Agreement, regardless of when such expenses were incurred.

ARTICLE II
TERMS OF PAYMENT AND MUNICIPALITY REPRESENTATIONS

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

The County agrees to finance the engineering, design, specification, and construction documents for the Project on a reimbursement basis. It is recognized and understood by the Municipality that at the time of execution of this Agreement, the County has obtained appropriations and bonding authority to fund up to fifty percent (50%) of eligible project costs for the engineering analysis, design, specification, and construction documents for the Project up to $200,000.00 to be paid by the County, with the remaining fifty percent (50%) to be paid by the Municipality; provided, however, should the eligible project costs be less than $200,000.00, the County shall only be responsible for the lesser amount. The Municipality shall be responsible for all costs in relation to the Project that exceed the County's contribution set forth herein, and under no circumstances or conditions, whether now existing or hereafter arising, or whether beyond the present contemplation of the parties, shall the County be

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expected or required to make any payment of any kind whatsoever or be under any other obligation or liability hereunder in connection with this Project except as herein expressly set forth.

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

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

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

Section 2.3. The Municipality represents warrants and guarantees that:

(a) It is a municipal corporation duly organized, validly existing under the laws of the State of New York; the execution and performance of this Agreement by the Municipality has been duly

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authorized by its governing body; this Agreement, and any other documents required to be delivered by the Municipality when so delivered, will constitute the legal, valid and binding obligations of the Municipality in accordance with their respective terms; and the Municipality will deliver to the County at the time of execution of this Agreement a resolution adopted by its governing body authorizing the execution of this Agreement, and any other documents required to be delivered by the Municipality;

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

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

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

ARTICLE III
MANAGEMENT OF THE PROJECT

Section 3.0. The Municipality shall be responsible for all engineering phases of the Project, including, but not limited to, any additional study or engineering necessary to fully comply with the requirements of the funding program, final engineering, specifications, and designs. The Municipality shall submit any required documentation, including additional engineering or progress reports, to the Planning Commissioner or her duly authorized designee for review, and said design plans and specifications shall be mutually approved by all parties. The Municipality shall fully complete the project tasks as set forth in **Schedule A** and submit proof of such completion to the County for its review and approval on or before two (2) years from the date of the execution of this Agreement by all parties. Notwithstanding the foregoing, the parties may agree to a twelve (12) month extension of time for completion, subject to all necessary legal approvals for such extension of time. In the event that the Municipality fails to complete the scope of work set forth in Schedule "A" and submit proof of such completion to the County in a timely manner as set forth herein, including any twelve (12) month extension agreed to between the parties, it shall remit all funds disbursed hereunder to the County within thirty (30) days of receipt of written request from the County unless an extension of time for completion

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is mutually agreed to between the parties, subject to all necessary legal approvals for said extension of time.

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

ARTICLE IV
ACCOUNTING

Section 4.0. The Municipality shall cause accurate records and books of account to be maintained in which shall be entered all matters relating to this Agreement, including all liabilities thereof and all expenditures, and payments to any and all contractors or subcontractors involved in the Project. Such books and records shall be maintained in accordance with generally accepted accounting principles, consistently applied and shall be kept at a location within Westchester County. The Municipality will provide the County with documentation, upon the County's request, in order to verify same. The County shall have the right to audit, inspect, examine and copy such books and records of the Municipality at all reasonable times during normal business hours at the office of the Municipality.

ARTICLE V
NOTICES

Section 5.0. All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier, (with acknowledgement received and a copy of the notice sent by registered or certified mail, postage pre-

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paid), as set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt. Notices shall be sent to the following:

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

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

To the Municipality:
The City of Peekskill
840 Main Street
Peekskill, NY 10566

with a copy to:
_____
_____
_____
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ARTICLE VI
INDEMNIFICATION

Section 6.0. To the fullest extent permitted by law, the Municipality shall defend, indemnify and hold harmless the County, its elected officials, officers, employees and agents (the "Indemnitees") from and against, any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly from the Project, including any which may arise from a change in applicable laws, rules and regulations, that may be imposed upon or incurred by or asserted against any of the Indemnitees by reason of any of the following:

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

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

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

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

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

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

Section 6.1. The Municipality hereby further acknowledges and agrees that it shall defend, indemnify and hold harmless the County for any "Environmental Damages" to the Property. "Environmental Damages" shall mean all claims, damages, demands losses, penalties, fines, fees, liabilities (including strict liability), encumbrances, liens, costs and expenses of investigation and

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defense of any, whether or not such claim is ultimately defeated, and of any good faith settlement or judgment, of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, including, without limitation, reasonable attorney's fees and disbursements and consultants' fees, any of which are incurred as the result of the existence of "Hazardous Material" or "Hazardous Waste" upon, beneath, or about the Property or migrating or threatening to migrate to or from the Property, or the existence of a violation of "Environmental Requirements" pertaining to the Property, regardless of whether the existence of such "Hazardous Materials" or "Hazardous Waste" or the violation of "Environmental Requirements" arose prior to the Municipality or County's ownership of the Property, including, without limitation:

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

(ii) fees incurred for the service of attorneys, consultants, contractors or experts, laboratories and all other costs incurred in connection with the investigation or remediation of such "Hazardous Materials" or "Hazardous Waste" or violation of "Environmental Requirements" including, but not limited to, the preparation of any feasibility studies or reports or the performance of any cleanup, remediation, removal, response, abatement, containment, closure, restoration or monitoring work required by any federal, state or local governmental agency or political subdivision, or reasonably necessary to make the full use of the Property or any other property or otherwise expended in connection with such conditions; and

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

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

Section 6.1.a. Definitions. For the purposes of this Agreement, the following definitions shall apply:

(1) "Hazardous Materials" or "Hazardous Waste" shall mean any substance:
(i) the presence of which requires investigation or remediation under any federal, state, or local statute, regulation, ordinance, order, action, policy or common law; or

(ii) which is or becomes defined as a hazardous waste, hazardous substance, pollutant or contaminant under any federal, state or local statute, regulation, rule, or ordinance or

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amendments thereto including, without limitations, the United States Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 USC §9601 (14) 42 USC §9602 and any "hazardous waste" as defined in or listed under the United States Solid Waste Disposal Act, as amended, 42 USC §6901(5), 42 USC §6921; or

(iii) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board or instrumentality of the United States, the State of New York or any political subdivision thereof; or

(iv) the presence of which, on the Property, causes or threatens to cause a nuisance on the Property or to nearby properties or poses or threatens to pose a hazard to the health and safety of persons on, about or nearby the Property; or

(v) the presence of which on nearby properties would constitute a trespass by the owner of the Property; or

(vi) without limitation which contains gasoline, diesel fuel, or other petroleum hydrocarbons; or

(vii) without limitation which contains polychlorinated bipheynols (PCBs), asbestos, or urea formaldehyde foam insulation.

(2) "Environmental Requirements" shall mean all applicable present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises, and similar items, of all government agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, the State of New York and the political subdivisions thereof; and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human health or the environment.

Section 6.2. The Municipality shall promptly notify the County in writing of any claims made or any suits instituted against the Municipality of which it has knowledge arising from its performances hereunder or in connection with this Agreement or in connection with the Project.

Section 6.3. In the event the Municipality does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of all or part of this Article, then the Municipality shall reimburse the County's reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing all or part of this Article of the Agreement.

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Section 6.4. This Article shall survive termination or expiration of this Agreement.

ARTICLE VII
MISCELLANEOUS

Section 7.0. Any purported delegation of duties or assignment of rights under this Agreement without the prior express written consent of the County is void.

Section 7.1. The Municipality shall submit documentation to the County demonstrating compliance with the State Environmental Quality Review Act and its implementing regulations ("SEQR"), including those activities that have been determined not to constitute an action as defined by SEQR or activities determined to be Type II actions as defined by SEQR. The Municipality shall act as the lead agency for meeting the requirements of SEQR for any Unlisted or Type I action that is undertaken pursuant to this Agreement, unless otherwise directed by the Planning Commissioner. The Municipality shall include the County as an Involved Agency (as defined in SEQR) in all matters relating to SEQR and conduct a coordinated review where applicable.

Section 7.2. The failure of the County to insist upon strict performance of any term, condition or covenant herein shall not be deemed a waiver of any rights or remedies that the County may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions or covenants herein.

Section 7.3. It is mutually understood and agreed that the terms, covenants, conditions and agreements herein contained shall be binding upon the parties hereto and upon their respective successors, legal representatives and assigns.

Section 7.4. This Agreement and its attachments constitute the entire agreement between the parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. This Agreement shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties, and approved by the Office of the County Attorney.

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Section 7.5. It is recognized and understood that the Municipality is not an agent of the County and in accordance with such status, the Municipality, its consultant(s), its subcontractor(s), and their respective officers, agents, employees, representatives and servants shall at all times during the term of this Agreement neither hold themselves out as, nor claim to be acting in the capacity of officers, employees, agents, representatives or servants of the County, nor make any claim, demand or application for any right or privilege applicable to the County, including without limitation, rights or privileges derived from workers compensation coverage, unemployment insurance benefits, social security coverage and retirement membership or credit.

Section 7.6. The Municipality shall comply with the insurance requirements contained in **Schedule C** entitled "Standard Insurance Provisions," attached hereto and made a part hereof. The Municipality may, in lieu of procuring and maintaining the aforesaid insurance, elect to obtain such coverage through a program of self-insurance, which coverage and program shall be in accordance with generally accepted standards for similarly situated entities. In addition to the foregoing, the Municipality shall contractually ensure that all of its contractors, subcontractors and/or independent contractors (individually a "Contractor" or collectively, the "Contractors") that are engaged to construct the Project shall provide such insurance coverage as described in **Schedule C** naming as additional insured, the Municipality and the County and their respective officials (elected or otherwise), officers, employees and agents (collectively the "Additional Insureds"). The Municipality shall require, before the Project commences that each such insurance policy be endorsed to contain the following clauses: (a) the insurer shall have no right to recovery or subrogation against the Additional Insureds (including their respective officials (elected or otherwise), officers, employees and agents), it being the intention that the insurance policy shall protect both the insured and the Additional Insureds and be primary coverage for any and all losses covered by such insurance; (b) the clause "other insurance provisions" in any such insurance policy shall not apply to the Additional Insureds or their insurance policies; (c) the insurer issuing the policy shall have no recourse against the Additional Insureds (including their respective officials (elected or otherwise), officers, employees and agents) for payment of any premiums or for assessments under any form of policy; and (d) any and all deductibles in such insurance policy shall be assumed by and be for the account of, and at the sole risk of the Contractor.

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Section 7.7. This Agreement shall not be enforceable until signed by all parties and approved by the Westchester County Attorney.

Section 7.8. In the event that any one or more provisions, sections, subsections, clauses or words of this Agreement are for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, but this Agreement shall be construed and enforced as if such illegal or invalid section, subsection, clause or word has not been contained herein.

Section 7.9. This Agreement shall be deemed executory only to the extent of funds appropriated and made available for the purpose of this Agreement and no liability on account thereof shall be incurred by the County beyond the amount of such appropriated funds.

Section 7.10. All covenants, stipulations, promises, agreements and obligations of the Municipality and the County contained herein shall be deemed to be stipulations, promises, agreements and obligations of the Municipality and the County and not of any member, officer or employee of the Municipality or the County in his/her individual capacity and no recourse shall be had for any obligation or liability herein or any claim based thereon against any member, officer or employee of the Municipality or the County or any natural person executing this Agreement.

Section 7.11. The parties represent that they have all requisite power and authority to execute, deliver and perform this Agreement, and this Agreement has been duly authorized by all necessary action on the part of the parties. The parties each agree to execute and deliver such further instruments and to seek such additional authority as may be required to carry out the intent and purpose of this Agreement, including providing the County with any necessary property interests in the Project in order for the County to fund the Project.

Section 7.12. This Agreement may be executed in two or more counterparts and all counterparts so executed shall for all purposes constitute one agreement binding upon all the parties hereto.

Section 7.13. Nothing in this Agreement shall act to confer third-party beneficiary rights on any person or entity not a party to this Agreement.

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Section 7.14. The headings in this Agreement are for reference purposes only and shall not be used in construing the terms of this Agreement.

Section 7.15. The Municipality agrees to comply with the terms set forth in Schedule "D", attached hereto and made a part hereof, regarding Vendor Direct Payment Terms.

Section 7.16. The Municipality hereby acknowledges that any provision of this Agreement which requires consent of the County shall be subject to receipt by the County of any and all necessary legal approvals.

Section 7.17. No director, officer, employee, agent or other person authorized to act on behalf of the County shall have any personal liability in connection with this Agreement or any failure of the County to perform its obligations hereunder. No director, officer, employee, agent or other person authorized to act on behalf of the Municipality shall have any personal liability in connection with this Agreement or any failure of the Municipality to perform its obligations hereunder.

Section 7.18. The Municipality agrees to allow the County reasonable access to the Project, during normal business hours, to permit inspection and observation of the Project. The Municipality may require the County to provide reasonable notice prior to such inspection and observation.

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

COUNTY OF WESTCHESTER

By:_____
Blanca P. Lopez
Commissioner of Planning

CITY OF PEEKSKILL

By:_____[DRAFT– DO NOT SIGN]_____
Name:
Title:

Approved by the Board of Legislators of the County of Westchester by Act No. 2026-_____ on the _____ day of _____, 2026

Approved by the City Council of the City of Peekskill on the ____ day of _____, 2026.

Approved

_____
Assistant County Attorney
County of Westchester

DRAFT

MUNICIPALITY'S ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 2026 before me, the undersigned, a Notary Public in and for said State, personally appeared _____ , personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument; and, acknowledged if operating under any trade name, that the certificate required by the New York State General Business Law Section 130 has been filed as required therein.

_____
Signature and Office of individual
taking acknowledgment

DRAFT

CERTIFICATE OF AUTHORITY

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

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

a municipal corporation duly organized and in good standing under the _____
(Law under which organized, e.g., the New York Business Corporate Law)
named in the foregoing agreement; that_____
(Person executing agreement)
who signed said agreement on behalf of the Municipality was, at the time of execution
_____
(Title of such person)
of the Municipality and that said agreement was duly signed for and on behalf of said Municipality by authority of its Board of _____, thereunto duly authorized and that such authority is in full force and effect at the date hereof.

_____
(Signature)

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

On this _____ day of _____, 20__, before me personally came _____, whose signature appears above, to me known, and known to me to be the _____of _____
(Title)
_____, the Municipality described in and which executed the above certificate, who being by me duly sworn did depose and say that he/she, the said _____ of said Municipality resides at _____ _____, and that he/she signed his/her name hereto by order of the Board of _____ of said Municipality.

_____
Notary Public
County of

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SCHEDULE A

SCOPE OF WORK

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

Project Description: The development of potential solutions, including the required engineering analysis and evaluation, to identified flood problems in the area of Lockwood Drive. The engineering analysis and evaluation includes adequate scope and data to ensure that any potential solutions contemplated do not create or exacerbate flooding elsewhere and provides flood reduction benefit to the area.

TASK	DESCRIPTION	AMOUNT
1	Hydraulic Assessment & Initial Engineering Report	$50,000.00
2	30% Draft Design	$50,000.00
3	60% Draft Design	$30,000.00
4	90% Draft Design	$25,000.00
5	Community Outreach & Engagement	$10,000.00
7	100% Final Design & Bid Documents	$20,000.00
8	Permit Submittals	$15,000.00
	TOTAL	**$200,000.00**

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SCHEDULE B

Omitted

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SCHEDULE C

STANDARD INSURANCE PROVISIONS (MUNICIPALITY)

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

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

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

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

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

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

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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.

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

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

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

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

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

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SCHEDULE D
VENDOR DIRECT PAYMENT TERMS

Westchester County Vendor Direct Program Frequently Asked Questions

1. WHAT ARE THE BENEFITS OF THE ELECTRONIC FUNDS TRANSFER (EFT) ASSOCIATED WITH THE VENDOR DIRECT PROGRAM?
There are several advantages to having your payments automatically deposited into your designated bank account via EFT:

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

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

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

3. HOW QUICKLY WILL A PAYMENT BE DEPOSITED INTO MY ACCOUNT?
Payments are deposited two business days after the voucher/invoice is processed. Saturdays, Sundays, and legal holidays are not considered business days.

4. HOW WILL I KNOW WHEN THE PAYMENT IS IN MY BANK ACCOUNT AND WHAT IT IS FOR?
Under the Vendor Direct program you will receive an e-mail notification two days prior to the day the payment will be credited to your designated account. The e-mail notification will come in the form of a remittance advice with the same information that currently appears on your check stub, and will contain the date that the funds will be credited to your account.

5. WHAT IF THERE IS A DISCREPANCY IN THE AMOUNT RECEIVED?
Please contact your Westchester County representative as you would have in the past if there were a discrepancy on a check received.

6. WHAT IF I DO NOT RECEIVE THE MONEY IN MY DESIGNATED BANK ACCOUNT ON THE DATE INDICATED IN THE E-MAIL?
In the unlikely event that this occurs, please contact the Westchester County Accounts Payable Department at 914-995-4708.

7. WHAT MUST I DO IF I CHANGE MY BANK OR MY ACCOUNT NUMBER?
Whenever you change any information or close your account a new Vendor Direct Payment Authorization Form must be submitted. Please contact the Westchester County Accounts Payable Department at 914-995-4708 and we will e-mail you a new form.

8. WHEN COMPLETING THE PAYMENT AUTHORIZATION FORM, WHY MUST I HAVE IT SIGNED BY A BANK OFFICIAL IF I DON'T INCLUDE A VOIDED CHECK?
This is to ensure the authenticity of the account being set up to receive your payments.

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[INSERT VENDOR DIRECT FORM]

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REFERENCE BPL26

ACT NO. -20___

BOND ACT AUTHORIZING THE ISSUANCE OF $225,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COUNTY'S SHARE OF THE COST OF PREPARATION OF SURVEYS, PRELIMINARY AND DETAILED PLANS, SPECIFICATIONS AND ESTIMATES NECESSARY FOR PLANNING AND ANALYSIS OF LOCALIZED FLOODING IN THE CITY OF PEEKSKILL IN THE STORMWATER RECONNAISSANCE PLAN; STATING THE ESTIMATED TOTAL COST THEREOF IS $225,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $225,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS.

(Adopted , 20___)

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

Section 1. Pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the "Law"), the Westchester County Administrative Code, being Chapter 852 of the Laws of 1948, as amended, to the provisions of other laws applicable thereto, $225,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the County's share of the cost of preparation of surveys, preliminary and detailed plans, specifications and estimates necessary for planning and analysis of a comprehensive engineering feasibility analysis towards the

development of a flood mitigation project for the Lockwood Drive area in the City of Peekskill; 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 Stormwater Reconnaissance Plan for the Peekskill and Haverstraw Bays will be amended to add the above properties as Flood Problem Areas. The estimated total cost of said object or purpose, including preliminary costs and costs incidental thereto and the financing thereof is $225,000. The plan of financing includes the issuance of $225,000 bonds herein authorized, and any bond anticipation notes issued in anticipation of the sale of such bonds, and the levy of a tax to pay the principal of and interest on said bonds.

Section 2. The period of probable usefulness of the object or purpose for which said $225,000 bonds authorized by this Act are to be issued, within the limitations of Section 11.00 a. 62 (2^{nd}) of the Law, is five (5) years;

Section 3. Current funds are not required to be provided as a down payment pursuant to Section 107.00 d. 9. of the Law prior to issuance of the bonds authorized herein, or any bond anticipation notes issued in anticipation of the sale of such bonds. The County intends to finance, on an interim basis, the costs or a portion of the costs of said improvements for which bonds are herein authorized, which costs are reasonably expected to be reimbursed with the proceeds of debt to be incurred by the County, pursuant to this Act, in the total amount of $225,000. 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 $225,000 as the estimated total cost of the aforesaid object or purpose is hereby approved.

Section 5. Subject to the provisions of this Act and of the Law, and pursuant to the provisions of §30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals thereof, and of §§50.00, 56.00 to 60.00 and 168.00 of said Law, the powers and duties of the County Board of Legislators relative to authorizing the issuance of any notes in anticipation of the sale of the bonds herein authorized, or the renewals thereof, relative to providing for substantially level or declining annual debt service, relative to prescribing the terms, form and contents and as to the sale and issuance of the respective amounts of bonds herein authorized, and of any notes issued in anticipation of the sale of said bonds or the renewals of said notes, and relative to executing agreements for credit enhancement, are hereby delegated to the Commissioner of Finance of the County, as the chief fiscal officer of the County.

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

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

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

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

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

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

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

* * *

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

ACT NO. _____-20___

BOND ACT AUTHORIZING THE ISSUANCE OF $225,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COUNTY'S SHARE OF THE COST OF PREPARATION OF SURVEYS, PRELIMINARY AND DETAILED PLANS, SPECIFICATIONS AND ESTIMATES NECESSARY FOR PLANNING AND ANALYSIS OF LOCALIZED FLOODING IN THE CITY OF PEEKSKILL IN THE STORMWATER RECONNAISSANCE PLAN; STATING THE ESTIMATED TOTAL COST THEREOF IS $225,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $225,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS (adopted on _____, 20___)

object or purpose: to finance the County's share of the cost of preparation of surveys, preliminary and detailed plans, specifications and estimates necessary for planning and analysis of a comprehensive engineering feasibility analysis towards the development of a flood mitigation project for the Lockwood Drive area in the City of Peekskill; 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 Stormwater Reconnaissance Plan for the Peekskill and Haverstraw Bays will be amended to add the above properties as Flood Problem Areas.

amount of obligations to be issued:
and period of probable usefulness: $225,000; 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

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: BPL26 ☐ **NO FISCAL IMPACT PROJECTED**

SECTION A - CAPITAL BUDGET IMPACT

To be completed by Budget

☒ GENERAL FUND ☐ AIRPORT FUND ☐ SPECIAL DISTRICTS FUND

Source of County Funds (check one)**:** ☒ CURRENT APPROPRIATIONS

LOCKWOOD DRIVE PKS ☐ CAPITAL BUDGET AMENDMENT

SECTION B - BONDING AUTHORIZATIONS

To be completed by Finance

Total Principal: $ 225,000 **PPU:** 5 **Anticipated Interest Rate:** 2.53%

Anticipated Annual Cost (Principal and Interest)**:** $ 48,478

Total Debt Service (Annual cost x Term)**:** $ 242,390

Finance Department: Interest rates from July 9, 2026 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: 2

Prepared by: David Kvinge

Title: Assistant Commissioner

Department: Planning

Date: 07/13/2026

Approved By: Larry Soule Digitally signed by Larry Soule Date: 2026.07.15 09:49:04 -04'00'

Budget Director

Date:

Kenneth W. Jenkins
County Executive

Date: July 20, 2026

To: The Honorable Members of the Board of Legislators

From: Kenneth W. Jenkins, County Executive

RE: Bond act for capital project BPL26 – Flood Mitigation (Funding Watershed Plan)

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

BPL26 – Flood Mitigation (Funding Watershed Plan) ("BPL26").

The Amended Bond Act, in the total amount of $3,500,000.00, which includes $2,000,000.00 in previously issued bonds of the County, would finance the County's share of the cost of preparation of surveys, preliminary and detailed plans, specifications and estimates necessary for planning watershed-based flood mitigation measures and grant application materials, to identify potential projects to reduce flooding and flood damage, as well as a list of prioritized projects and to prepare designs, cost estimates and supporting analyses and other documentation required for common grant applications from state and federal agencies, resulting in a portfolio of draft applications when grant funding becomes available.

The Department of Planning (the "Department") has advised that flooding throughout the County continues to impact residents, businesses and infrastructure more frequently and intensely and requires a watershed-wide understanding and approach. While the New York State Department of Environmental Conservation has prepared watershed-based flood mitigation plans for portions of the County under its Resilient NY program, other County areas continue to be impacted by flooding. This funding will allow the County to prepare plans that work with local municipalities and other stakeholders to identify projects and strategies to reduce flooding and increase resiliency for Westchester communities.

Following bonding authorization, a request for proposals will be published and consultants will be selected. Preparation of the plans, studies and designs are estimated to take two years to complete.

It should be noted that your Honorable Board has authorized the County to issue bonds for BPL26 as follows: Bond Act No. 2024-81 in the amount of $2,000,000.00 to finance the County's share of costs for the administration and execution of surveys, plans and grant application materials to identify, prioritize and develop draft applications for watershed-based flood mitigation projects. These bonds have not been sold. Accordingly, it is now requested that

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

Bond Act No. 2024-81 be amended to increase the amount authorized by $1,500,000.00, for a total authorized amount, as amended, of $3,500,000.00.

As the mitigation of flood waters benefits the health, safety and welfare of County residents, and due to the importance of this project to the County, favorable action on the proposed Amended Bond Act is respectfully requested.

KWJ/BPL/MR/DK/mcz
Attachment

Reference BPL26 (Unique ID# 3130)

HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER, NEW YORK

Your Committee is in receipt of a transmission from the County Executive recommending approval by the County of Westchester (the "County") of an amended bond act (the "Amended Bond Act"), which, if adopted by your Honorable Board, would authorize the County to issue up to $1,500,000.00 in additional bonds of the County to finance capital project BPL26 – Flood Mitigation (Funding Watershed Plan) ("BPL26").

The Amended Bond Act, in the total amount of $3,500,000.00, was prepared by the law firm Hawkins, Delafield and Wood LLP and includes $2,000,000.00 in previously authorized bonds of the County. The Amended Bond Act would finance the County's share of the cost of preparation of surveys, preliminary and detailed plans, specifications and estimates necessary for planning watershed-based flood mitigation measures and grant application materials, to identify potential projects to reduce flooding and flood damage, as well as a list of prioritized projects and to prepare designs, cost estimates and supporting analyses and other documentation required for common grant applications from state and federal agencies, resulting in a portfolio of draft applications when grant funding becomes available.

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impacted by flooding. This funding will allow the County to prepare plans that work with local municipalities and other stakeholders to identify projects and strategies to reduce flooding and increase resiliency for Westchester communities.

Your Committee is advised that following bonding authorization, a request for proposals will be published and consultants will be selected. Preparation of the plans, studies and designs are estimated to take two years to complete.

It should be noted that your Honorable Board has authorized the County to issue bonds for BPL26 as follows: Bond Act No. 2024-81 in the amount of $2,000,000.00 to finance the County's share of costs for the administration and execution of surveys, plans and grant application materials to identify, prioritize and develop draft applications for watershed-based flood mitigation projects. These bonds have not been sold. Accordingly, it is now requested that Bond Act No. 2024-81 be amended to increase the amount authorized by $1,500,000.00, for a total authorized amount, as amended, of $3,500,000.00.

The Planning Department has advised your Committee that based on its review, BPL26 may be classified as a Type "II" action pursuant to the State Environmental Quality Review Act ("SEQR") and its implementing regulations, 6 NYCRR Part 617. Therefore, no environmental review is required. Your Committee has reviewed the annexed SEQR documentation and concurs with this recommendation.

Your Committee has carefully considered the Amended Bond Act, and recommends its approval. It should be noted that an affirmative vote of two-thirds of the members of your Honorable Board is required in order to adopt the Amended Bond Act.

Dated: _____, 2026.
White Plains, New York

COMMITTEE ON

c/mcz/7.20.26

WESTCHESTER COUNTY

Memorandum
Department of Planning

TO: Carla Chaves, Senior Assistant County Attorney
Maximilian Zorn, Assistant County Attorney
Maria Baratta, Assistant County Attorney

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

DATE: July 7, 2026

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT BPL26 FLOOD MITIGATION - WATERSHED PLANS**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on 06/23/2026 (Unique ID: 3130**)**

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: None.

DSK/oav
cc: Emily Saltzman, Director of Operations
Paula Friedman, Assistant to the County Executive
Tami Altschiller, Assistant Chief Deputy County Attorney
Blanca P. Lopez, Commissioner of Planning
Dianne Vanadia, Associate Budget Director
Matthew Castro, Chief Planner
Claudia Maxwell, Principal Environmental Planner

REFERENCE: BPL26

ACT NO. -20_____

BOND ACT OF THE COUNTY OF WESTCHESTER, NEW YORK, AMENDING THE BOND ACT ADOPTED MAY 6, 2024, IN RELATION TO THE PREPARATION OF SURVEYS, PRELIMINARY AND DETAILED PLANS, SPECIFICATIONS AND ESTIMATES NECESSARY FOR PLANNING WATERSHED-BASED FLOOD MITIGATION MEASURES AND GRANT APPLICATION MATERIALS (Adopted , 20_____).

WHEREAS, this Board has heretofore duly authorized the issuance of $2,000,000 bonds to finance the County's share of the cost of preparation of surveys, preliminary and detailed plans, specifications and estimates necessary for planning watershed-based flood mitigation measures and grant application materials, to identify potential projects to reduce flooding and flood damage, as well as a list of prioritized projects and to prepare designs, cost estimates and supporting analyses and other documentation required for common grant applications from state and federal agencies, resulting in a portfolio of draft applications when grant funding becomes available, pursuant to Act No. 81-2024 duly adopted on May 6, 2024; and

WHEREAS, said Board has now determined that it is necessary to increase the appropriation and the amount of bonds authorized for such project;

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

Section (A). The bond act duly adopted by this Board on May 6, 2024, entitled:

"ACT NO. 81-2024

BOND ACT AUTHORIZING THE ISSUANCE OF $2,000,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COUNTY'S SHARE OF THE COST OF PREPARATION OF SURVEYS, PRELIMINARY AND DETAILED PLANS, SPECIFICATIONS AND ESTIMATES NECESSARY FOR PLANNING WATERSHED-BASED FLOOD MITIGATION MEASURES AND GRANT APPLICATION MATERIALS; STATING THE ESTIMATED TOTAL COST THEREOF IS $2,000,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $2,000,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS"

is hereby amended to read as follows:

BOND ACT AUTHORIZING THE ISSUANCE OF $3,500,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COUNTY'S SHARE OF THE COST OF PREPARATION OF SURVEYS, PRELIMINARY AND DETAILED PLANS, SPECIFICATIONS AND ESTIMATES NECESSARY FOR PLANNING WATERSHED-BASED FLOOD MITIGATION MEASURES AND GRANT APPLICATION MATERIALS; STATING THE ESTIMATED TOTAL COST THEREOF IS $3,500,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $3,500,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted , 20_____)

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

Section 1. Pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the "Law"), the Westchester County Administrative Code, being Chapter 852 of the Laws of 1948, as amended, and to the provisions of other laws applicable thereto; $3,500,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the County's share of the cost of preparation of surveys, preliminary and detailed plans, specifications and estimates necessary for planning watershed-based flood mitigation measures and grant application materials, to identify potential projects to reduce flooding and flood damage, as well as a list of prioritized projects and to prepare designs, cost estimates and supporting analyses and other documentation required for common grant applications from state and federal agencies, resulting in a portfolio of draft applications when grant funding becomes available, all as set forth in the County's Current Year Capital Budget, as amended. To the extent that the details set forth in this act are inconsistent with any details set forth in the Current Year Capital Budget of the County, such Budget shall be deemed and is hereby amended. The estimated maximum cost of said specific object or purpose, including preliminary costs and costs incidental thereto and the financing thereof is $3,500,000. The plan of financing includes the issuance of $3,500,000 bonds herein authorized; and any bond anticipation notes issued in anticipation of the sale of such bonds and the levy of a tax to pay the principal of and interest on said bonds and notes.

Section 2. The period of probable usefulness of said specific object or purpose, within the limitations of Section 11.00 a. 62 (2nd) of the Law, is five (5) years;

Section 3. Current funds are not required to be provided as a down payment pursuant to Section 107.00 d. 9. of the Law prior to issuance of the bonds authorized herein, or any bond anticipation notes issued in anticipation of the sale of such bonds. The County intends to finance, on an interim basis, the costs or a portion of the costs of said improvements for which bonds are herein authorized, which costs are reasonably expected to be reimbursed with the proceeds of debt to be incurred by the County, pursuant to this Act, in the maximum amount of $3,500,000. This Act is a declaration of official intent adopted pursuant to the requirements of Treasury Regulation Section 1.150-2.

Section 4. The estimate of $3,500,000 as the estimated maximum cost of the aforesaid specific object or purpose is hereby approved.

Section 5. Subject to the provisions of this Act and of the Law, and pursuant to the provisions of §30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals thereof, and of §§50.00, 56.00 to 60.00 and 168.00 of said Law, the powers and duties of the County Board of Legislators relative to authorizing the issuance of any notes in anticipation of the sale of the bonds herein authorized, or the renewals thereof, relative to providing for substantially level or declining annual debt service, relative to prescribing the terms, form and contents and as to the sale and issuance of the respective amounts of bonds herein authorized, and of any notes issued in anticipation of the sale of said bonds or the renewals of said notes, and relative to executing agreements for credit enhancement, are hereby delegated to the Commissioner of Finance of the County, as the chief fiscal officer of the County.

Section 6. Each of the bonds authorized by this Act and any bond anticipation notes issued in anticipation of the sale thereof shall contain the recital of validity prescribed by

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

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

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

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

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

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

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

Section (B). The amendment of the bond act set forth in Section (A) of this act shall in no way affect the validity of the liabilities incurred, obligations issued, or action taken

pursuant to said bond act, and all such liabilities incurred, obligations issued, or action taken shall be deemed to have been incurred, issued or taken pursuant to said bond act, as so amended.

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

* * *

LEGAL NOTICE

A Bond Act, a summary of which is published herewith, has been adopted by the Board of Legislators on May 6, 2024 and amended on _____, 20_____ and approved, as amended, by the County Executive on _____, 20_____ and the validity of the obligations authorized by such Bond Act may be hereafter contested only if such obligations were authorized for an object or purpose for which the County of Westchester, in the State of New York, is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this Notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the publication of this Notice, or such obligations were authorized in violation of the provisions of the Constitution.

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

ACT NO. _____-20_____

BOND ACT AUTHORIZING THE ISSUANCE OF $3,500,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COUNTY'S SHARE OF THE COST OF PREPARATION OF SURVEYS, PRELIMINARY AND DETAILED PLANS, SPECIFICATIONS AND ESTIMATES NECESSARY FOR PLANNING WATERSHED-BASED FLOOD MITIGATION MEASURES AND GRANT APPLICATION MATERIALS; STATING THE ESTIMATED TOTAL COST THEREOF IS $3,500,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $3,500,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (adopted on May 6, 2024 and amended on _____, 20_____)

object or purpose: the finance the County's share of the cost of preparation of surveys, preliminary and detailed plans, specifications and estimates necessary for planning watershed-based flood mitigation measures and grant application materials, to identify potential projects to reduce flooding and flood damage, as well as a list of prioritized projects and to prepare designs, cost estimates and supporting analyses and other documentation required for common grant applications from state and federal agencies, resulting in a portfolio of draft applications when grant funding becomes available, 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: $3,500,000; five (5) years

Dated: _____, 20_____
White Plains, New York

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

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: BPL26 ☐ **NO FISCAL IMPACT PROJECTED**

SECTION A - CAPITAL BUDGET IMPACT

To be completed by Budget

☒ GENERAL FUND ☐ AIRPORT FUND ☐ SPECIAL DISTRICTS FUND

Source of County Funds (check one)**:** ☒ CURRENT APPROPRIATIONS

PLANS, SPECS AND ESTIMATES ☐ CAPITAL BUDGET AMENDMENT

SECTION B - BONDING AUTHORIZATIONS

To be completed by Finance

Total Principal: $ 3,500,000 **PPU:** 5 **Anticipated Interest Rate:** 2.53%

Anticipated Annual Cost (Principal and Interest)**:** $ 753,790

Total Debt Service (Annual cost x Term)**:** $ 3,768,950

Finance Department: Interest rates from July 9, 2026 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): $ 0

Potential Related Revenues (Annual): $ 0

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: 38

Prepared by: David Kvinge

Title: Assistant Commissioner

Department: Planning

Date: 07/13/2026

Approved By: Larry Soule Digitally signed by Larry Soule Date: 2026.07.14 09:38:32 -04'00'

Budget Director

Date:

Kenneth W. Jenkins
County Executive

Date: August 3, 2026

To: The Honorable Members of the Board of Legislators

From: Kenneth W. Jenkins, County Executive

RE: Acts For Capital Project BPL26 – Flood Mitigation (Cushman Road, Scarsdale, Phase I design) (Unique ID: 3222)

Transmitted herewith for your review and approval is a bond act (the "Bond Act"), which, if adopted by your Honorable Board, would authorize the County of Westchester (the "County") to issue up to $900,000.00 in bonds of the County to finance a component of capital project BPL26 – Flood Mitigation ("BPL26"). Also attached is an act ("IMA Act") authorizing the County to enter into an intermunicipal agreement ("IMA") with the Village of Scarsdale ("Scarsdale"), setting forth the terms of the flood mitigation project (the "Project").

The Bond Act, in the amount of Nine Hundred Thousand ($900,000.00) Dollars, would fund up to fifty (50%) percent of the costs associated with a preliminary engineering study to provide a summary and update of previous studies and analysis of localized flooding in the area of Cushman Road in the Village of Scarsdale (the "Property"), identified as Flood Problem Area SCD-1 in the Stormwater Reconnaissance Plan for the Coastal Long Island Sound Watershed ("Plan"), which was adopted by your Honorable Board by Act No. 134-2014 on August 4, 2014. The study will also develop and evaluate potential projects to alleviate localized and regional flooding, provide cost estimates, and prioritize those solutions. Following bonding authorization, design will be scheduled and is anticipated to take twelve (12) months to complete. It is anticipated that the design work will be completed using outside consultants, engaged by Scarsdale.

In accordance with the IMA, the County will reimburse Scarsdale up to fifty (50%) percent of the eligible expenses based upon the total cost of the Project, not to exceed Nine Hundred Thousand ($900,000.00). Scarsdale will be solely responsible for any additional amount beyond the total cost of the Project. The term of the IMA shall be for a period commencing upon full execution thereof by both parties and approval of same by the Office of County Attorney, and shall continue for a period of five (5) years.

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

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

requires Scarsdale to adopt regulations and policies consistent with the flood mitigation criteria in the Plan for the Coastal Long Island Sound Watershed.

It should be noted that your Honorable Board has authorized the County to issue bonds in connection with prior components of BPL26 as indicated in the annexed fact sheet.

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

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

The mitigation of flood waters, and the undertaking of the proposed Project, benefit the health, safety, and welfare of County residents. Based upon the foregoing and due to the importance of this capital project to the County residents, favorable action on the annexed proposed acts is respectfully requested from your Honorable Board.

KWJ/BPL/DK/MJR/mb
Attachments

HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER, NEW YORK

Your Committee is in receipt of a transmittal from the County Executive recommending approval of a bond act (the "Bond Act"), prepared by the law firm Hawkins, Delafield & Wood LLP, which, if adopted by your Honorable Board, would authorize the County of Westchester (the "County") to issue up to $900,000.00 in bonds of the County to finance a component of capital project BPL26 – Flood Mitigation ("BPL26").

Also attached is an act ("IMA Act") authorizing the County to enter into an intermunicipal agreement ("IMA") with the Village of Scarsdale ("Scarsdale"), setting forth the terms of the flood mitigation project (the "Project").

Your Committee is advised that the Bond Act, in the amount of Nine Hundred Thousand ($900,000.00) Dollars, would fund up to fifty (50%) percent of the costs associated with a preliminary engineering study to provide a summary and update of previous studies and analysis of localized flooding in the area of Cushman Road in the Village of Scarsdale (the "Property"), identified as Flood Problem Area SCD-1 in the Stormwater Reconnaissance Plan for the Coastal Long Island Sound Watershed ("Plan"), which was adopted by your Honorable Board by Act No. 134-2014 on August 4, 2014. The study will also develop and evaluate potential projects to alleviate localized and regional flooding, provide cost estimates, and prioritize those solutions. Following bonding authorization, design will be scheduled and is anticipated to take twelve (12) months to complete. It is anticipated that the design work will be completed using outside consultants, engaged by Scarsdale.

Your Committee is further advised that, in accordance with the IMA the County will reimburse Scarsdale up to fifty (50%) percent of the eligible expenses based upon the total cost of the Project, not to exceed Nine Hundred Thousand ($900,000.00) Dollars. Scarsdale will be solely responsible for any additional amount beyond the total cost of the Project. The term of the IMA shall be for a period commencing upon full execution thereof by both parties and approval of same by the Office of County Attorney, and shall continue for a period of five (5) years.

Your Committee is further advised that in 2011, your Honorable Board enacted the Westchester County Storm Water Management Law ("SWML") to assist municipalities with storm water management (flood mitigation). *See* Laws of Westchester County ("LWC") Chapter 241, Article III-A, Sections 241.252-241.260. The SWML provides for the evaluation of flooding within the County through preparation of watershed reconnaissance plans, and the SWML authorizes County cooperation with municipalities, including funding assistance, to improve storm water management and reduce flooding. The IMA requires Scarsdale to adopt regulations and policies consistent with the flood mitigation criteria in the Plan for the Coastal Long Island Sound Watershed.

It should be noted that your Honorable Board has authorized the County to issue bonds in connection with prior components of BPL26 as indicated in the annexed fact sheet.

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

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

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

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

The mitigation of flood waters, and the undertaking of the proposed Project, benefit the health, safety, and welfare of County residents. Based upon the foregoing and due to the importance of this capital project to the County residents, your Committee recommends favorable action on the annexed proposed acts is respectfully requested from your Honorable Board.

Dated: _____, 2026
White Plains, New York

COMMITTEE ON

c:mb/7.6.26

WESTCHESTER COUNTY

Memorandum
Department of Planning

TO: Carla Chaves, Senior Assistant County Attorney
Maximilian Zorn, Assistant County Attorney
Maria Baratta, Assistant County Attorney

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

DATE: July 2, 2026

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT BPL26 FLOOD MITIGATION – CUSHMAN ROAD (VILLAGE OF SCARSDALE)**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on 06/04/2026 (Unique ID: 3222**)**

With respect to the State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617, the Planning Department recommends that no environmental review is required for the proposed action, because the project or component of the project for which funding is requested may be classified as a **TYPE II action** pursuant to section(s):

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

COMMENTS: None.

DSK/oav
cc: Emily Saltzman, Director of Operations
Paula Friedman, Assistant to the County Executive
Tami Altschiller, Assistant Chief Deputy County Attorney
Blanca P. Lopez, Commissioner of Planning
Dianne Vanadia, Associate Budget Director
Matthew Castro, Chief Planner
Claudia Maxwell, Principal Environmental Planner

BPL26 Flood Mitigation

FIVE YEAR CAPITAL PROGRAM (in thousands)

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

Project Description

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

This 2025 Capital Budget Amendment to BPL26 is for $900,000 for the Cushman Road project in the Village of Scarsdale. The project has been reviewed and approved by the County Stormwater Advisory Board.

Appropriation Requests

2009: $5,400,000 for Flood Mitigation of County facilities.
2012: $5,000,000 for Flood mitigation.
2013: $5,000,000 for Flood mitigation.
2015: $150,000 for Flood mitigation.
2016: $5,000,000 for Flood mitigation.
2021: $200,000 for Flood mitigation.
2022: $11,000,000 for Flood mitigation.
2023: $17,500,000 for Flood mitigation

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

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

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

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

Justification

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

Consistency with Programs or Plans

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

Planning Board Recommendations

☒ The Planning Board recommends this 2025 Capital Budget Amendment for the Cushman Road project in the Village of Scarsdale per resolution number 26-01 signed on the following date: 2/3/26. The Planning Board designates this project as **PL2**.

Comments

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

REFERENCE BPL26

ACT NO. -20___

BOND ACT AUTHORIZING THE ISSUANCE OF $900,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COUNTY'S SHARE OF THE COST OF PREPARATION OF SURVEYS, PRELIMINARY AND DETAILED PLANS, SPECIFICATIONS AND ESTIMATES NECESSARY FOR PLANNING AND ANALYSIS OF LOCALIZED FLOODING IN THE VILLAGE OF SCARSDALE IN THE STORMWATER RECONNAISSANCE PLAN FOR THE COASTAL LONG ISLAND SOUND WATERSHED; STATING THE ESTIMATED TOTAL COST THEREOF IS $900,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $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, to the provisions of other laws applicable thereto, $900,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the County's share of the cost of preparation of surveys, preliminary and detailed plans, specifications and estimates necessary for planning and analysis of a comprehensive engineering feasibility analysis towards the

development of a flood mitigation project for the Cushman Road area in the Village of Scarsdale, identified as flood problem area SCD-1 in the Stormwater Reconnaissance Plan for the Coastal Long Island Sound Watershed; all as set forth in the County's Current Year Capital Budget, as amended. To the extent that the details set forth in this act are inconsistent with any details set forth in the Current Year Capital Budget of the County, such Budget shall be deemed and is hereby amended. The estimated total cost of said object or purpose, including preliminary costs and costs incidental thereto and the financing thereof is $900,000. The plan of financing includes the issuance of $900,000 bonds herein authorized, and any bond anticipation notes issued in anticipation of the sale of such bonds, and the levy of a tax to pay the principal of and interest on said bonds.

Section 2. The period of probable usefulness of the object or purpose for which said $900,000 bonds authorized by this Act are to be issued, within the limitations of Section 11.00 a. 62 (2^{nd}) of the Law, is five (5) years;

Section 3. Current funds are not required to be provided as a down payment pursuant to Section 107.00 d. 9. of the Law prior to issuance of the bonds authorized herein, or any bond anticipation notes issued in anticipation of the sale of such bonds. The County intends to finance, on an interim basis, the costs or a portion of the costs of said improvements for which bonds are herein authorized, which costs are reasonably expected to be reimbursed with the proceeds of debt to be incurred by the County, pursuant to this Act, in the total amount of $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 $900,000 as the estimated total cost of the aforesaid object or purpose is hereby approved.

Section 5. Subject to the provisions of this Act and of the Law, and pursuant to the provisions of §30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals thereof, and of §§50.00, 56.00 to 60.00 and 168.00 of said Law, the powers and duties of the County Board of Legislators relative to authorizing the issuance of any notes in anticipation of the sale of the bonds herein authorized, or the renewals thereof, relative to providing for substantially level or declining annual debt service, relative to prescribing the terms, form and contents and as to the sale and issuance of the respective amounts of bonds herein authorized, and of any notes issued in anticipation of the sale of said bonds or the renewals of said notes, and relative to executing agreements for credit enhancement, are hereby delegated to the Commissioner of Finance of the County, as the chief fiscal officer of the County.

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

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

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

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

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

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

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

* * *

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

ACT NO. _____-20___

BOND ACT AUTHORIZING THE ISSUANCE OF $900,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COUNTY'S SHARE OF THE COST OF PREPARATION OF SURVEYS, PRELIMINARY AND DETAILED PLANS, SPECIFICATIONS AND ESTIMATES NECESSARY FOR PLANNING AND ANALYSIS OF LOCALIZED FLOODING IN THE VILLAGE OF SCARSDALE IN THE STORMWATER RECONNAISSANCE PLAN FOR THE COASTAL LONG ISLAND SOUND WATERSHED; STATING THE ESTIMATED TOTAL COST THEREOF IS $900,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $900,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS (adopted on _____, 20___)

object or purpose: to finance the County's share of the cost of preparation of surveys, preliminary and detailed plans, specifications and estimates necessary for planning and analysis of a comprehensive engineering feasibility analysis towards the development of a flood mitigation project for the Cushman Road area in the Village of Scarsdale, identified as flood problem area SCD-1 in the Stormwater Reconnaissance Plan for the Coastal Long Island Sound Watershed; all as set forth in the Current Year Capital Budget of the County, such Budget shall be deemed and is hereby amended.

amount of obligations to be issued:
and period of probable usefulness: $900,000; 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

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: BPL26 ☐ **NO FISCAL IMPACT PROJECTED**

SECTION A - CAPITAL BUDGET IMPACT

To be completed by Budget

☒ GENERAL FUND ☐ AIRPORT FUND ☐ SPECIAL DISTRICTS FUND

Source of County Funds (check one)**:** ☒ CURRENT APPROPRIATIONS

CUSHMAN ROAD SCD ☐ CAPITAL BUDGET AMENDMENT

SECTION B - BONDING AUTHORIZATIONS

To be completed by Finance

Total Principal: $ 900,000 **PPU:** 5 **Anticipated Interest Rate:** 2.53%

Anticipated Annual Cost (Principal and Interest)**:** $ 193,775

Total Debt Service (Annual cost x Term)**:** $ 968,875

Finance Department: Interest rates from July 9, 2026 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: 10

Prepared by: David Kvinge

Title: Assistant Commissioner

Department: Planning

Date: 07/13/2026

Approved By: Larry Soule Digitally signed by Larry Soule Date: 2026.07.15 16:43:35 -04'00'

Budget Director

Date:

ACT NO. 2026 - _____

AN ACT authorizing the County of Westchester to enter into an intermunicipal agreement with the Village of Scarsdale in connection with a flood mitigation project (Capital Project BPL26 (Unique ID: 3222).

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

Section 1. The County of Westchester (the "County") is hereby authorized to enter into an intermunicipal agreement ("IMA") with the Village of Scarsdale ("Scarsdale"), in connection with a flood mitigation project along Cushman Road located in the Village of Scarsdale, pursuant to capital project BPL26 – Flood Mitigation (the "Project").

§2. The County shall reimburse Scarsdale up to fifty (50%) percent of the eligible expenses based upon the total cost of the Project, not to exceed Nine Hundred Thousand ($900,000.00) Dollars. Scarsdale will be solely responsible for any additional amount beyond the total cost of the Project.

§3. The term of the IMA shall be for a period commencing upon full execution thereof by both parties and approval of same by the Office of County Attorney, and shall continue for a period of five (5) years.

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

§5. This Act shall take effect immediately.

AGREEMENT, made the day of , 2026 by and between

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

(hereinafter referred to as the "County"),

and

THE VILLAGE OF SCARSDALE, a municipal corporation of the State of New York, having an office and place of business at _____,

(hereinafter referred to as the "Municipality").

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, the Municipality has prepared documentation in support of the need for the Project and the Project has been presented to and received support from the County Stormwater Advisory Board.

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

ARTICLE I
TERM

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

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

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of any bonds issued by the County to fund the County's portion of the Project, unless the Municipality is unable to secure the required funding for the project within two (2) years of full execution of this Agreement, in which case, at the election of the County and upon thirty (30) days written notice, the County may suspend, discontinue, or terminate this Agreement. Notwithstanding the foregoing, this Agreement authorizes reimbursement of eligible expenses in connection with the Project and Work, as defined in this Agreement, regardless of when such expenses were incurred.

ARTICLE II
TERMS OF PAYMENT AND MUNICIPALITY REPRESENTATIONS

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

The County agrees to finance the engineering, design, specification, and construction documents for the Project on a reimbursement basis. It is recognized and understood by the Municipality that at the time of execution of this Agreement, the County has obtained appropriations and bonding authority to fund up to fifty percent (50%) of eligible project costs for the engineering analysis, design, specification, and construction documents for the Project up to $850,000.00 to be paid by the County and the remaining fifty percent (50%) to be paid by the Municipality; provided, however, should the eligible project costs be less than $850,000.00, the County shall only be responsible for the lesser amount. The Municipality shall be responsible for all costs in relation to the Project that exceed the County's contribution set forth herein, and under no circumstances or conditions, whether now existing or hereafter arising, or whether beyond the present contemplation of the parties, shall the County be expected or required to make any

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payment of any kind whatsoever or be under any other obligation or liability hereunder in connection with this Project except as herein expressly set forth.

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

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

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

Section 2.3. The Municipality represents warrants and guarantees that:

(a) It is a municipal corporation duly organized, validly existing under the laws of the State of New York; the execution and performance of this Agreement by the Municipality has been duly

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authorized by its governing body; this Agreement, and any other documents required to be delivered by the Municipality when so delivered, will constitute the legal, valid and binding obligations of the Municipality in accordance with their respective terms; and the Municipality will deliver to the County at the time of execution of this Agreement a resolution adopted by its governing body authorizing the execution of this Agreement, and any other documents required to be delivered by the Municipality;

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

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

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

ARTICLE III
MANAGEMENT OF THE PROJECT

Section 3.0. The Municipality shall be responsible for all engineering phases of the Project, including, but not limited to, any additional study or engineering necessary to fully comply with the requirements of the funding program, final engineering, specifications, and designs. The Municipality shall submit any required documentation, including additional engineering or progress reports, to the Planning Commissioner or her duly authorized designee for review, and said design plans and specifications shall be mutually approved by all parties. The Municipality shall fully complete the project tasks as set forth in **Schedule A** and submit proof of such completion to the County for its review and approval on or before two (2) years from the date of the execution of this Agreement by all parties. Notwithstanding the foregoing, the parties may agree to a twelve (12) month extension of time for completion, subject to all necessary legal approvals for such extension of time. In the event that the Municipality fails to complete the scope of work set forth in Schedule "A" and submit proof of such completion to the County in a timely manner as set forth herein, including any twelve (12) month extension agreed to between the parties, it shall remit all funds disbursed hereunder to the County within thirty (30) days of receipt of written request from the County unless an extension of time for completion

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is mutually agreed to between the parties, subject to all necessary legal approvals for said extension of time.

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

ARTICLE IV
ACCOUNTING

Section 4.0. The Municipality shall cause accurate records and books of account to be maintained in which shall be entered all matters relating to this Agreement, including all liabilities thereof and all expenditures, and payments to any and all contractors or subcontractors involved in the Project. Such books and records shall be maintained in accordance with generally accepted accounting principles, consistently applied and shall be kept at a location within Westchester County. The Municipality will provide the County with documentation, upon the County's request, in order to verify same. The County shall have the right to audit, inspect, examine and copy such books and records of the Municipality at all reasonable times during normal business hours at the office of the Municipality.

ARTICLE V
NOTICES

Section 5.0. All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier, (with acknowledgement received and a copy of the notice sent by registered or certified mail, postage pre-paid), as set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt. Notices shall be sent to the following:

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

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

To the Municipality: The Village of Scarsdale
_____
_____
_____

with a copy to: _____
_____
_____
_____

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ARTICLE VI
INDEMNIFICATION

Section 6.0. To the fullest extent permitted by law, the Municipality shall defend, indemnify and hold harmless the County, its elected officials, officers, employees and agents (the "Indemnitees") from and against, any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly from the Project, including any which may arise from a change in applicable laws, rules and regulations, that may be imposed upon or incurred by or asserted against any of the Indemnitees by reason of any of the following:

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

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

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

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

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

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

Section 6.1. The Municipality hereby further acknowledges and agrees that it shall defend, indemnify and hold harmless the County for any "Environmental Damages" to the Property. "Environmental Damages" shall mean all claims, damages, demands losses, penalties, fines, fees, liabilities (including strict liability), encumbrances, liens, costs and expenses of investigation and defense of any, whether or not such claim is ultimately defeated, and of any good faith settlement or judgment, of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or

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unforeseeable, including, without limitation, reasonable attorney's fees and disbursements and consultants' fees, any of which are incurred as the result of the existence of "Hazardous Material" or "Hazardous Waste" upon, beneath, or about the Property or migrating or threatening to migrate to or from the Property, or the existence of a violation of "Environmental Requirements" pertaining to the Property, regardless of whether the existence of such "Hazardous Materials" or "Hazardous Waste" or the violation of "Environmental Requirements" arose prior to the Municipality or County's ownership of the Property, including, without limitation:

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

(ii) fees incurred for the service of attorneys, consultants, contractors or experts, laboratories and all other costs incurred in connection with the investigation or remediation of such "Hazardous Materials" or "Hazardous Waste" or violation of "Environmental Requirements" including, but not limited to, the preparation of any feasibility studies or reports or the performance of any cleanup, remediation, removal, response, abatement, containment, closure, restoration or monitoring work required by any federal, state or local governmental agency or political subdivision, or reasonably necessary to make the full use of the Property or any other property or otherwise expended in connection with such conditions; and

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

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

Section 6.1.a. Definitions. For the purposes of this Agreement, the following definitions shall apply:

(1) "Hazardous Materials" or "Hazardous Waste" shall mean any substance:
(i) the presence of which requires investigation or remediation under any federal, state, or local statute, regulation, ordinance, order, action, policy or common law; or

(ii) which is or becomes defined as a hazardous waste, hazardous substance, pollutant or contaminant under any federal, state or local statute, regulation, rule, or ordinance or amendments thereto including, without limitations, the United States Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 USC §9601 (14) 42 USC §9602 and any "hazardous waste" as defined in or listed under the United States Solid Waste Disposal Act, as amended, 42 USC §6901(5), 42 USC §6921; or

(iii) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board or instrumentality of the United States, the State of New York or any political subdivision thereof; or

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(iv) the presence of which, on the Property, causes or threatens to cause a nuisance on the Property or to nearby properties or poses or threatens to pose a hazard to the health and safety of persons on, about or nearby the Property; or

(v) the presence of which on nearby properties would constitute a trespass by the owner of the Property; or

(vi) without limitation which contains gasoline, diesel fuel, or other petroleum hydrocarbons; or

(vii) without limitation which contains polychlorinated bipheynols (PCBs), asbestos, or urea formaldehyde foam insulation.

(2) "Environmental Requirements" shall mean all applicable present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises, and similar items, of all government agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, the State of New York and the political subdivisions thereof; and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human health or the environment.

Section 6.2. The Municipality shall promptly notify the County in writing of any claims made or any suits instituted against the Municipality of which it has knowledge arising from its performances hereunder or in connection with this Agreement or in connection with the Project.

Section 6.3. In the event the Municipality does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of all or part of this Article, then the Municipality shall reimburse the County's reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing all or part of this Article of the Agreement.

Section 6.4. This Article shall survive termination or expiration of this Agreement.

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ARTICLE VII
MISCELLANEOUS

Section 7.0. Any purported delegation of duties or assignment of rights under this Agreement without the prior express written consent of the County is void.

Section 7.1. The Municipality shall submit documentation to the County demonstrating compliance with the State Environmental Quality Review Act and its implementing regulations ("SEQR"), including those activities that have been determined not to constitute an action as defined by SEQR or activities determined to be Type II actions as defined by SEQR. The Municipality shall act as the lead agency for meeting the requirements of SEQR for any Unlisted or Type I action that is undertaken pursuant to this Agreement, unless otherwise directed by the Planning Commissioner. The Municipality shall include the County as an Involved Agency (as defined in SEQR) in all matters relating to SEQR and conduct a coordinated review where applicable.

Section 7.2. The failure of the County to insist upon strict performance of any term, condition or covenant herein shall not be deemed a waiver of any rights or remedies that the County may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions or covenants herein.

Section 7.3. It is mutually understood and agreed that the terms, covenants, conditions and agreements herein contained shall be binding upon the parties hereto and upon their respective successors, legal representatives and assigns.

Section 7.4. This Agreement and its attachments constitute the entire agreement between the parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. This Agreement shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties, and approved by the Office of the County Attorney.

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Section 7.5. It is recognized and understood that the Municipality is not an agent of the County and in accordance with such status, the Municipality, its consultant(s), its subcontractor(s), and their respective officers, agents, employees, representatives and servants shall at all times during the term of this Agreement neither hold themselves out as, nor claim to be acting in the capacity of officers, employees, agents, representatives or servants of the County, nor make any claim, demand or application for any right or privilege applicable to the County, including without limitation, rights or privileges derived from workers compensation coverage, unemployment insurance benefits, social security coverage and retirement membership or credit.

Section 7.6. The Municipality shall comply with the insurance requirements contained in **Schedule C** entitled "Standard Insurance Provisions," attached hereto and made a part hereof. The Municipality may, in lieu of procuring and maintaining the aforesaid insurance, elect to obtain such coverage through a program of self-insurance, which coverage and program shall be in accordance with generally accepted standards for similarly situated entities. In addition to the foregoing, the Municipality shall contractually ensure that all of its contractors, subcontractors and/or independent contractors (individually a "Contractor" or collectively, the "Contractors") that are engaged to construct the Project shall provide such insurance coverage as described in **Schedule C** naming as additional insured, the Municipality and the County and their respective officials (elected or otherwise), officers, employees and agents (collectively the "Additional Insureds"). The Municipality shall require, before the Project commences that each such insurance policy be endorsed to contain the following clauses: (a) the insurer shall have no right to recovery or subrogation against the Additional Insureds (including their respective officials (elected or otherwise), officers, employees and agents), it being the intention that the insurance policy shall protect both the insured and the Additional Insureds and be primary coverage for any and all losses covered by such insurance; (b) the clause "other insurance provisions" in any such insurance policy shall not apply to the Additional Insureds or their insurance policies; (c) the insurer issuing the policy shall have no recourse against the Additional Insureds (including their respective officials (elected or otherwise), officers, employees and agents) for payment of any premiums or for assessments under any form of policy; and (d) any and all deductibles in such insurance policy shall be assumed by and be for the account of, and at the sole risk of the Contractor.

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Section 7.7. This Agreement shall not be enforceable until signed by all parties and approved by the Westchester County Attorney.

Section 7.8. In the event that any one or more provisions, sections, subsections, clauses or words of this Agreement are for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, but this Agreement shall be construed and enforced as if such illegal or invalid section, subsection, clause or word has not been contained herein.

Section 7.9. This Agreement shall be deemed executory only to the extent of funds appropriated and made available for the purpose of this Agreement and no liability on account thereof shall be incurred by the County beyond the amount of such appropriated funds.

Section 7.10. All covenants, stipulations, promises, agreements and obligations of the Municipality and the County contained herein shall be deemed to be stipulations, promises, agreements and obligations of the Municipality and the County and not of any member, officer or employee of the Municipality or the County in his/her individual capacity and no recourse shall be had for any obligation or liability herein or any claim based thereon against any member, officer or employee of the Municipality or the County or any natural person executing this Agreement.

Section 7.11. The parties represent that they have all requisite power and authority to execute, deliver and perform this Agreement, and this Agreement has been duly authorized by all necessary action on the part of the parties. The parties each agree to execute and deliver such further instruments and to seek such additional authority as may be required to carry out the intent and purpose of this Agreement, including providing the County with any necessary property interests in the Project in order for the County to fund the Project.

Section 7.12. This Agreement may be executed in two or more counterparts and all counterparts so executed shall for all purposes constitute one agreement binding upon all the parties hereto.

Section 7.13. Nothing in this Agreement shall act to confer third-party beneficiary rights on any person or entity not a party to this Agreement.

DRAFT

Section 7.14. The headings in this Agreement are for reference purposes only and shall not be used in construing the terms of this Agreement.

Section 7.15. The Municipality agrees to comply with the terms set forth in Schedule "D", attached hereto and made a part hereof, regarding Vendor Direct Payment Terms.

Section 7.16. The Municipality hereby acknowledges that any provision of this Agreement which requires consent of the County shall be subject to receipt by the County of any and all necessary legal approvals.

Section 7.17. No director, officer, employee, agent or other person authorized to act on behalf of the County shall have any personal liability in connection with this Agreement or any failure of the County to perform its obligations hereunder. No director, officer, employee, agent or other person authorized to act on behalf of the Municipality shall have any personal liability in connection with this Agreement or any failure of the Municipality to perform its obligations hereunder.

Section 7.18. The Municipality agrees to allow the County reasonable access to the Project, during normal business hours, to permit inspection and observation of the Project. The Municipality may require the County to provide reasonable notice prior to such inspection and observation.

DRAFT

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

COUNTY OF WESTCHESTER

By: _____
Blanca P. Lopez
Commissioner of Planning

VILLAGE OF SCARSDALE

By: _____
Name:
Title:

Approved by the Board of Legislators of the County of Westchester by Act No. 2026-_____ on the _____ day of _____, 2026

Approved by the Board of Trustees of the Village of Scarsdale on the ____ day of _____, 2026.

Approved

_____
Assistant County Attorney
County of Westchester

DRAFT

MUNICIPALITY'S ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 2026 before me, the undersigned, a Notary Public in and for said State, personally appeared _____ , personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument; and, acknowledged if operating under any trade name, that the certificate required by the New York State General Business Law Section 130 has been filed as required therein.

_____
Signature and Office of individual
taking acknowledgment

DRAFT

CERTIFICATE OF AUTHORITY

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

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

a municipal corporation duly organized and in good standing under the _____
(Law under which organized, e.g., the New York Business Corporate Law)
named in the foregoing agreement;
that_____
(Person executing agreement)
who signed said agreement on behalf of the Municipality was, at the time of execution
_____
(Title of such person)
of the Municipality and that said agreement was duly signed for and on behalf of said Municipality
by authority of its Board of _____, thereunto duly authorized and that
such authority is in full force and effect at the date hereof.

_____
(Signature)

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

On this _____ day of _____, 20__, before me personally came _____, whose signature appears above, to me known, and known to me to be the _____of _____
(Title)
_____, the Municipality described in and which executed the above certificate, who being by me duly sworn did depose and say that he/she, the said _____ of said Municipality resides at _____
_____, and that he/she signed his/her name hereto by order of the Board of _____ of said Municipality.

_____
Notary Public
County of

DRAFT

SCHEDULE A

SCOPE OF WORK

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

Project Description: The development of potential solutions, including the required engineering analysis and evaluation, to identified flood problems in the area of Cushman Road. The engineering analysis and evaluation includes adequate scope and data to ensure that any potential solutions contemplated do not create or exacerbate flooding elsewhere and provides flood reduction benefit to the area.

TASK	DESCRIPTION	TOTAL AMOUNT	COUNTY SHARE
1	Survey and Detailed Design	$1,694,000.00	$847,000.00
2	Contingency	$6,000.00	$3,000.00
	TOTAL	**$1,700,000.00**	**$850,000.00**

DRAFT

SCHEDULE B

Omitted

DRAFT

SCHEDULE C

STANDARD INSURANCE PROVISIONS

(MUNICIPALITY)

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

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

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

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

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

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

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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

DRAFT

the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

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

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

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

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SCHEDULE D

VENDOR DIRECT PAYMENT TERMS

Westchester County Vendor Direct Program Frequently Asked Questions

1. WHAT ARE THE BENEFITS OF THE ELECTRONIC FUNDS TRANSFER (EFT) ASSOCIATED WITH THE VENDOR DIRECT PROGRAM?
There are several advantages to having your payments automatically deposited into your designated bank account via EFT:

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

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

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

3. HOW QUICKLY WILL A PAYMENT BE DEPOSITED INTO MY ACCOUNT?
Payments are deposited two business days after the voucher/invoice is processed. Saturdays, Sundays, and legal holidays are not considered business days.

4. HOW WILL I KNOW WHEN THE PAYMENT IS IN MY BANK ACCOUNT AND WHAT IT IS FOR?
Under the Vendor Direct program you will receive an e-mail notification two days prior to the day the payment will be credited to your designated account. The e-mail notification will come in the form of a remittance advice with the same information that currently appears on your check stub, and will contain the date that the funds will be credited to your account.

5. WHAT IF THERE IS A DISCREPANCY IN THE AMOUNT RECEIVED?
Please contact your Westchester County representative as you would have in the past if there were a discrepancy on a check received.

6. WHAT IF I DO NOT RECEIVE THE MONEY IN MY DESIGNATED BANK ACCOUNT ON THE DATE INDICATED IN THE E-MAIL?
In the unlikely event that this occurs, please contact the Westchester County Accounts Payable Department at 914-995-4708.

7. WHAT MUST I DO IF I CHANGE MY BANK OR MY ACCOUNT NUMBER?
Whenever you change any information or close your account a new Vendor Direct Payment Authorization Form must be submitted. Please contact the Westchester County Accounts Payable Department at 914-995-4708 and we will e-mail you a new form.

8. WHEN COMPLETING THE PAYMENT AUTHORIZATION FORM, WHY MUST I HAVE IT SIGNED BY A BANK OFFICIAL IF I DON'T INCLUDE A VOIDED CHECK?
This is to ensure the authenticity of the account being set up to receive your payments.

DRAFT

[INSERT VENDOR DIRECT FORM]

DRAFT

WESTCHESTER COUNTY

Kenneth W. Jenkins
County Executive

WHEREAS, the term of Michelle Keller, as a member of the Westchester County Women's Advisory Board, has expired:

NOW, THEREFORE, I, Kenneth W. Jenkins, County Executive of Westchester County, in accordance with the terms and provisions of the Westchester County Charter, reappoint Michelle Keller, 169 Benefield Boulevard, Peekskill, New York as the District 1 representative member of the Westchester County Women's Advisory Board, for the term May 12, 2026 to December 31, 2027.

Given under my hand
and seal this 12th day
of May, 2026.

Kenneth W. Jenkins
County Executive

Office of the County Executive

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

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

westchestercountyny.gov

WESTCHESTER COUNTY

Kenneth W. Jenkins
County Executive

May 12, 2026

Ms. Michelle Keller
169 Benefield Boulevard
Peekskill, NY 10566

Dear Michelle,

I am pleased to reappoint you to serve as a member of the Westchester County Women's Advisory Board for District 1, effective Tuesday, May 12, 2026. This appointment is for a term to expire on December 31, 2027.

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

When you have filed your Oath of Office, a Resolution to confirm your reappointment will be submitted to the County Board of Legislators. As part of the confirmation process, you may be called before the Board for an interview.

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

Warmest wishes for a successful tenure.

Very Truly Yours,

Kenneth W. Jenkins
Westchester County Executive

KWJ/ts

cc: Honorable Board of Legislators
Emily Saltzman, Director of Operations
Catherine Borgia, Director, Office for Women

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

2026 WAB Members	
Active Members	**June 15th Meeting**
Catherine Borgia	X
Michelle Keller	X
Lauren Smith	X
Lana Gifas	E
Iris Lachaud	X
Elizabeth Woods	E
Jayda Yizar	E
Erica Winter	X
Cindy Kanusher	E
Lynda Bagley (Chair)	X
Karla Diaz	E
Anietra Guzman-Santana	X
Nicole Toro	E
Monifa Tippitt	E
Patti Reyes-D'Agostino	E
Rika Levin	E
Janice Lubin Kirschner	X
Subomi Macaulay	E
Susan van Dijk	RESIGNED
Margaret Coleman	X
Leslie Chervokas	E
Julia Peloso-Barnes	X
Acacia Mauriello	E
Sarah DeRise	X
Marcia Brewster	E

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

STATE OF NEW YORK)
)
COUNTY OF WESTCHESTER)

I, Michelle Keller do solemnly swear (or affirm) that I will support
(Print Name)

the constitution of the United States, and the constitution of the State of New York, and that I will faithfully discharge the duties of the office of Westchester Women's Advisory Bd in and for the
(Board Name)

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

Date: 5/23/2026 Michelle K
(Signature)

Sworn to and subscribed before me this 23 **day of** May 20 26 ,

(Signature)

Sarah Scott
(Print or Type Name)

Notary Public
(Title of Official Administering Oath)

SARAH SCOTT
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01SC6405470
Qualified in Orange County
My Commission Expires 03/09/2028

Mail **original** Oath of Office to Office to **Andrew Ferris, Office of the County Executive, 148 Martine Ave., 9th Floor, White Plains, NY 10601** for filing **within thirty (30) days** of the commencement of the term of office or the notice of appointment.

WESTCHESTER COUNTY

Kenneth W. Jenkins
County Executive

WHEREAS, the term of Lauren H. Smith, as a member of the Westchester County Women's Advisory Board, has expired:

NOW, THEREFORE, I, Kenneth W. Jenkins, County Executive of Westchester County, in accordance with the terms and provisions of the Westchester County Charter, reappoint Lauren H. Smith, 68 Ridge Road, Katonah, New York as the District 2 representative member of the Westchester County Women's Advisory Board, for the term May 12, 2026 to December 31, 2026.

Given under my hand
and seal this 12th day
of May, 2026.

Kenneth W. Jenkins
County Executive

Office of the County Executive

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

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

westchestercountyny.gov

WESTCHESTER COUNTY

Kenneth W. Jenkins
County Executive

May 12, 2026

Ms. Lauren H. Smith
68 Ridge Road
Katonah, NY 10536

Dear Lauren,

I am pleased to reappoint you to serve as a member of the Westchester County Women's Advisory Board for District 2, effective Tuesday, May 12, 2026. This appointment is for a term to expire on December 31, 2026.

To accommodate a change in Chapter 741 of the Laws of New York State, wherein certain County elections will occur in the even-numbered years, we are extending your appointment to the Women's Advisory Board for one year to align our appointments with their local districts. Your reappointment is subject to confirmation by the Westchester County Board of Legislators, but your service begins immediately. You must complete the attached Oath of Office within 30 days, either by appearing at the County Clerk's office or mailing the signed and notarized form to our office.

When you have filed your Oath of Office, a Resolution to confirm your reappointment will be submitted to the County Board of Legislators. As part of the confirmation process, you may be called before the Board for an interview.

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

Warmest wishes for a successful tenure.

Very Truly Yours,

Kenneth W. Jenkins
Westchester County Executive

KWJ/ts

cc: Honorable Board of Legislators
Emily Saltzman, Director of Operations
Catherine Borgia, Director, Office for Women

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

2026 WAB Members	
Active Members	**June 15th Meeting**
Catherine Borgia	X
Michelle Keller	X
Lauren Smith	X
Lana Gifas	E
Iris Lachaud	X
Elizabeth Woods	E
Jayda Yizar	E
Erica Winter	X
Cindy Kanusher	E
Lynda Bagley (Chair)	X
Karla Diaz	E
Anietra Guzman-Santana	X
Nicole Toro	E
Monifa Tippitt	E
Patti Reyes-D'Agostino	E
Rika Levin	E
Janice Lubin Kirschner	X
Subomi Macaulay	E
Susan van Dijk	RESIGNED
Margaret Coleman	X
Leslie Chervokas	E
Julia Peloso-Barnes	X
Acacia Mauriello	E
Sarah DeRise	X
Marcia Brewster	E

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

STATE OF NEW YORK)
)
COUNTY OF WESTCHESTER)

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

Date: 5/27/2026

Lauren Smith
(Signature)

Sworn to and subscribed before me this 27 **day of** MAY 2026.

Jessica M DeAlto
(Signature)

JESSICA M. DeALTO

(Print or Type Name)

NYS NOTARY PUBLIC

(Title of Official Administering Oath)

JESSICA M. DeALTO
Notary Public, State of New York
Registration No. 01DE6321158
Qualified in Westchester County
Commission Expires March 16, 2027

Mail **original** Oath of Office to Office to **Andrew Ferris, Office of the County Executive, 148 Martine Ave., 9th Floor, White Plains, NY 10601** for filing **within thirty (30) days** of the commencement of the term of office or the notice of appointment.

WESTCHESTER COUNTY

Kenneth W. Jenkins
County Executive

WHEREAS, the term of Rika Levin, as a member of the Westchester County Women's Advisory Board, has expired:

NOW, THEREFORE, I, Kenneth W. Jenkins, County Executive of Westchester County, in accordance with the terms and provisions of the Westchester County Charter, reappoint Rika Levin, 1 Orchard Drive, Ossining, New York as the District 9 representative member of the Westchester County Women's Advisory Board, for the term May 12, 2026 to December 31, 2027.

Given under my hand
and seal this 12th day
of May, 2026.

Kenneth W. Jenkins
County Executive

Office of the County Executive

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

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

westchestercountyny.gov

WESTCHESTER COUNTY

Kenneth W. Jenkins
County Executive

May 12, 2026

Ms. Rika Levin
1 Orchard Drive
Ossining NY 10562

Dear Rika,

I am pleased to reappoint you to serve as a member of the Westchester County Women's Advisory Board for District 9, effective Tuesday, May 12, 2026. This appointment is for a term to expire on December 31, 2027.

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

When you have filed your Oath of Office, a Resolution to confirm your reappointment will be submitted to the County Board of Legislators. As part of the confirmation process, you may be called before the Board for an interview.

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

Warmest wishes for a successful tenure.

Very Truly Yours,

Kenneth W. Jenkins
Westchester County Executive

KWJ/ts

cc: Honorable Board of Legislators
Emily Saltzman, Director of Operations
Catherine Borgia, Director, Office for Women

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

2026 WAB Members	
Active Members	**June 15th Meeting**
Catherine Borgia	X
Michelle Keller	X
Lauren Smith	X
Lana Gifas	E
Iris Lachaud	X
Elizabeth Woods	E
Jayda Yizar	E
Erica Winter	X
Cindy Kanusher	E
Lynda Bagley (Chair)	X
Karla Diaz	E
Anietra Guzman-Santana	X
Nicole Toro	E
Monifa Tippitt	E
Patti Reyes-D'Agostino	E
Rika Levin	E
Janice Lubin Kirschner	X
Subomi Macaulay	E
Susan van Dijk	RESIGNED
Margaret Coleman	X
Leslie Chervokas	E
Julia Peloso-Barnes	X
Acacia Mauriello	E
Sarah DeRise	X
Marcia Brewster	E

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

STATE OF NEW YORK)
)
COUNTY OF WESTCHESTER)

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

Date: May 19 2026

(Signature)

Sworn to and subscribed before me this 19th day of May 2026,

Holly Perlowitz
(Signature)

HOLLY PERLOWITZ
(Print or Type Name)

Notary Public
(Title of Official Administering Oath)

HOLLY GWEN PERLOWITZ
Notary Public, State of New York
Reg. No. 01PE6249663
Qualified in Westchester County
Commission Expires 10/11/2027

Mail **original** Oath of Office to Office to **Andrew Ferris, Office of the County Executive, 148 Martine Ave., 9th Floor, White Plains, NY 10601** for filing **within thirty (30) days** of the commencement of the term of office or the notice of appointment.

WESTCHESTER COUNTY

Kenneth W. Jenkins
County Executive

WHEREAS, the term of Erica Winter, as a member of the Westchester County Women's Advisory Board, has expired:

NOW, THEREFORE, I, Kenneth W. Jenkins, County Executive of Westchester County, in accordance with the terms and provisions of the Westchester County Charter, reappoint Erica Winter, 923 Esplanade, Pelham, New York as the District 11 representative member of the Westchester County Women's Advisory Board, for the term May 12, 2026 to December 31, 2027.

Given under my hand
and seal this 12th day
of May, 2026.

Kenneth W. Jenkins
County Executive

Office of the County Executive

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

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

westchestercountyny.gov

WESTCHESTER COUNTY

Kenneth W. Jenkins
County Executive

May 12, 2026

Ms. Erica Winter
923 Esplanade
Pelham, NY 10803

Dear Erica,

I am pleased to reappoint you to serve as a member of the Westchester County Women's Advisory Board for District 11, effective Tuesday, May 12, 2026. This appointment is for a term to expire on December 31, 2027.

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

When you have filed your Oath of Office, a Resolution to confirm your reappointment will be submitted to the County Board of Legislators. As part of the confirmation process, you may be called before the Board for an interview.

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

Warmest wishes for a successful tenure.

Very Truly Yours,

Kenneth W. Jenkins
Westchester County Executive

KWJ/ts

cc: Honorable Board of Legislators
Emily Saltzman, Director of Operations
Catherine Borgia, Director, Office for Women

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

2026 WAB Members	
Active Members	**June 15th Meeting**
Catherine Borgia	X
Michelle Keller	X
Lauren Smith	X
Lana Gifas	E
Iris Lachaud	X
Elizabeth Woods	E
Jayda Yizar	E
Erica Winter	X
Cindy Kanusher	E
Lynda Bagley (Chair)	X
Karla Diaz	E
Anietra Guzman-Santana	X
Nicole Toro	E
Monifa Tippitt	E
Patti Reyes-D'Agostino	E
Rika Levin	E
Janice Lubin Kirschner	X
Subomi Macaulay	E
Susan van Dijk	RESIGNED
Margaret Coleman	X
Leslie Chervokas	E
Julia Peloso-Barnes	X
Acacia Mauriello	E
Sarah DeRise	X
Marcia Brewster	E

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

STATE OF NEW YORK)
)
COUNTY OF WESTCHESTER)

I, Erica Winter do solemnly swear (or affirm) that I will support
(Print Name)

the constitution of the United States, and the constitution of the State of New York, and that I will faithfully discharge the duties of the office of Women's Advisory Board in and for the
(Board Name) District 11

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

Date: 6/29/26 _____
(Signature)

Sworn to and subscribed before me this 29th **day of** 6 2026.

_____
(Signature)

Nicholas Florio
(Print or Type Name)

Court Clerk
(Title of Official Administering Oath)

NICHOLAS FLORIO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 03FL0023991
Qualified in Westchester County
My Commission Expires 06/25/2030

Mail **original** Oath of Office to Office to **Andrew Ferris, Office of the County Executive, 148 Martine Ave., 9th Floor, White Plains, NY 10601** for filing **within thirty (30) days** of the commencement of the term of office or the notice of appointment.

WESTCHESTER COUNTY

Kenneth W. Jenkins
County Executive

WHEREAS, the term of Cindy Kanusher, as a member of the Westchester County Women's Advisory Board, has expired:

NOW, THEREFORE, I, Kenneth W. Jenkins, County Executive of Westchester County, in accordance with the terms and provisions of the Westchester County Charter, reappoint Cindy Kanusher, 1 Cedarlawn Road, Irvington, New York as the District 12 representative member of the Westchester County Women's Advisory Board, for the term May 12, 2026 to December 31, 2026.

Given under my hand
and seal this 12th day
of May, 2026.

Kenneth W. Jenkins
County Executive

Office of the County Executive

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

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

westchestercountyny.gov

WESTCHESTER COUNTY

Kenneth W. Jenkins
County Executive

May 12, 2026

Ms. Cindy Kanusher
1 Cedarlawn Road
Irvington, NY 10533

Dear Cindy,

I am pleased to reappoint you to serve as a member of the Westchester County Women's Advisory Board for District 12, effective Tuesday, May 12, 2026. This appointment is for a term to expire on December 31, 2026.

To accommodate a change in Chapter 741 of the Laws of New York State, wherein certain County elections will occur in the even-numbered years, we are extending your appointment to the Women's Advisory Board for one year to align our appointments with their local districts. Your reappointment is subject to confirmation by the Westchester County Board of Legislators, but your service begins immediately. You must complete the attached Oath of Office within 30 days, either by appearing at the County Clerk's office or mailing the signed and notarized form to our office.

When you have filed your Oath of Office, a Resolution to confirm your reappointment will be submitted to the County Board of Legislators. As part of the confirmation process, you may be called before the Board for an interview.

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

Warmest wishes for a successful tenure.

Very Truly Yours,

Kenneth W. Jenkins
Westchester County Executive

KWJ/ts

cc: Honorable Board of Legislators
Emily Saltzman, Director of Operations
Catherine Borgia, Director, Office for Women

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

2026 WAB Members	
Active Members	**June 15th Meeting**
Catherine Borgia	X
Michelle Keller	X
Lauren Smith	X
Lana Gifas	E
Iris Lachaud	X
Elizabeth Woods	E
Jayda Yizar	E
Erica Winter	X
Cindy Kanusher	E
Lynda Bagley (Chair)	X
Karla Diaz	E
Anietra Guzman-Santana	X
Nicole Toro	E
Monifa Tippitt	E
Patti Reyes-D'Agostino	E
Rika Levin	E
Janice Lubin Kirschner	X
Subomi Macaulay	E
Susan van Dijk	RESIGNED
Margaret Coleman	X
Leslie Chervokas	E
Julia Peloso-Barnes	X
Acacia Mauriello	E
Sarah DeRise	X
Marcia Brewster	E

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

STATE OF NEW YORK)
)
COUNTY OF WESTCHESTER)

I, Cindy Kanosher do solemnly swear (or affirm) that I will support
(Print Name)

the constitution of the United States, and the constitution of the State of New York, and that I will faithfully discharge the duties of the office of Westch Cty Women's Advisory Bd in and for the
(Board Name)

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

Date: 5/26/26

(Signature)

Sworn to and subscribed before me this 26 **day of** 5 **20** 26 **,**

(Signature)

Gail K. Julie

(Print or Type Name)

(Title of Official Administering Oath)

Gail K. Julie
Notary Public, State of New York
No. 02JU6392540
Qualified in Westchester County
Commission Expires October 29, 20 26

Mail **original** Oath of Office to Office to **Andrew Ferris, Office of the County Executive, 148 Martine Ave., 9th Floor, White Plains, NY 10601** for filing **within thirty (30) days** of the commencement of the term of office or the notice of appointment.

WESTCHESTER COUNTY

Kenneth W. Jenkins
County Executive

WHEREAS, the term of Anietra Guzman-Santana, as a member of the Westchester County Women's Advisory Board, has expired:

NOW, THEREFORE, I, Kenneth W. Jenkins, County Executive of Westchester County, in accordance with the terms and provisions of the Westchester County Charter, reappoint Anietra Guzman-Santana, 58 Canfield Avenue, Yonkers, New York as the District 15 representative member of the Westchester County Women's Advisory Board, for the term May 12, 2026 to December 31, 2027.

Given under my hand
and seal this 12th day
of May, 2026.

Kenneth W. Jenkins
County Executive

Office of the County Executive

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

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

westchestercountyny.gov

WESTCHESTER COUNTY

Kenneth W. Jenkins
County Executive

May 12, 2026

Ms. Anietra Guzman-Santana
58 Canfield Avenue
Yonkers, NY 10710

Dear Anietra,

I am pleased to reappoint you to serve as a member of the Westchester County Women's Advisory Board for District 15, effective Tuesday, May 12, 2026. This appointment is for a term to expire on December 31, 2027.

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

When you have filed your Oath of Office, a Resolution to confirm your reappointment will be submitted to the County Board of Legislators. As part of the confirmation process, you may be called before the Board for an interview.

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

Warmest wishes for a successful tenure.

Very Truly Yours,

Kenneth W. Jenkins
Westchester County Executive

KWJ/ts

cc: Honorable Board of Legislators
Emily Saltzman, Director of Operations
Catherine Borgia, Director, Office for Women

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

2026 WAB Members	
Active Members	**June 15th Meeting**
Catherine Borgia	X
Michelle Keller	X
Lauren Smith	X
Lana Gifas	E
Iris Lachaud	X
Elizabeth Woods	E
Jayda Yizar	E
Erica Winter	X
Cindy Kanusher	E
Lynda Bagley (Chair)	X
Karla Diaz	E
Anietra Guzman-Santana	X
Nicole Toro	E
Monifa Tippitt	E
Patti Reyes-D'Agostino	E
Rika Levin	E
Janice Lubin Kirschner	X
Subomi Macaulay	E
Susan van Dijk	RESIGNED
Margaret Coleman	X
Leslie Chervokas	E
Julia Peloso-Barnes	X
Acacia Mauriello	E
Sarah DeRise	X
Marcia Brewster	E

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

STATE OF NEW YORK)
)
COUNTY OF WESTCHESTER)

I, Anietra Guzmán-Santana do solemnly swear (or affirm) that I will support
(Print Name)

the constitution of the United States, and the constitution of the State of New York, and that I will faithfully discharge the duties of the office of Women's Advisory Board in and for the
(Board Name)

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

Date: 6/24/2026

(Signature)

Sworn to and subscribed before me this 24th day of June 20 26.

Cheryl Kelly
(Signature)

CHERYL KELLY
(Print or Type Name)

Notary Public
(Title of Official Administering Oath)

CHERYL S. KELLY
STATE OF NEW YORK
NOTARY PUBLIC
01KE6212583
MY COMMISSION EXPIRES 06/30/2027

Mail **original** Oath of Office to Office to **Andrew Ferris, Office of the County Executive, 148 Martine Ave., 9th Floor, White Plains, NY 10601** for filing **within thirty (30) days** of the commencement of the term of office or the notice of appointment.

WESTCHESTER COUNTY

Kenneth W. Jenkins
County Executive

WHEREAS, the term of Subomi Macaulay, as a member of the Westchester County Women's Advisory Board, has expired:

NOW, THEREFORE, I, Kenneth W. Jenkins, County Executive of Westchester County, in accordance with the terms and provisions of the Westchester County Charter, reappoint Subomi Macaulay, 38 Douglas Avenue, Yonkers, New York as the District 16 representative member of the Westchester County Women's Advisory Board, for the term May 12, 2026 to December 31, 2027.

Given under my hand
and seal this 12th day
of May, 2026.

Kenneth W. Jenkins
County Executive

Office of the County Executive

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

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

westchestercountyny.gov

WESTCHESTER COUNTY

Kenneth W. Jenkins
County Executive

May 12, 2026

Ms. Subomi Macaulay
38 Douglas Avenue
Yonkers, NY 10703

Dear Subomi,

I am pleased to reappoint you to serve as a member of the Westchester County Women's Advisory Board for District 16, effective Tuesday, May 12, 2026. This appointment is for a term to expire on December 31, 2027.

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

When you have filed your Oath of Office, a Resolution to confirm your reappointment will be submitted to the County Board of Legislators. As part of the confirmation process, you may be called before the Board for an interview.

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

Warmest wishes for a successful tenure.

Very Truly Yours,

Kenneth W. Jenkins
Westchester County Executive

KWJ/ts

cc: **Honorable Board of Legislators**
Emily Saltzman, Director of Operations
Catherine Borgia, Director, Office for Women

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

2026 WAB Members	
Active Members	**June 15th Meeting**
Catherine Borgia	X
Michelle Keller	X
Lauren Smith	X
Lana Gifas	E
Iris Lachaud	X
Elizabeth Woods	E
Jayda Yizar	E
Erica Winter	X
Cindy Kanusher	E
Lynda Bagley (Chair)	X
Karla Diaz	E
Anietra Guzman-Santana	X
Nicole Toro	E
Monifa Tippitt	E
Patti Reyes-D'Agostino	E
Rika Levin	E
Janice Lubin Kirschner	X
Subomi Macaulay	E
Susan van Dijk	RESIGNED
Margaret Coleman	X
Leslie Chervokas	E
Julia Peloso-Barnes	X
Acacia Mauriello	E
Sarah DeRise	X
Marcia Brewster	E

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

STATE OF NEW YORK)
)
COUNTY OF WESTCHESTER)

I, Olasuboni Macaulay do solemnly swear (or affirm) that I will support
(Print Name)

the constitution of the United States, and the constitution of the State of New York, and that I will faithfully discharge the duties of the office of WC Women's Advisory Board in and for the
(Board Name)

County of Westchester, according to the best of my ability

Date: 5/29/26

Olasuboni Macaulay
(Signature)

Sworn to and subscribed before me this 29 day of May 20 26.

[signature]
(Signature)

Hidekel Baez
(Print or Type Name)

HIDEKEL BAEZ
Notary Public, State of New York
Reg. No. 01BA6419027
Qualified in Bronx County
Commission Expires 06/28/20 29

(Title of Official Administering Oath)

Mail **original** Oath of Office to Office to **Andrew Ferris, Office of the County Executive, 148 Martine Ave., 9th Floor, White Plains, NY 10601** for filing **within thirty (30) days** of the commencement of the term of office or the notice of appointment.

WESTCHESTER COUNTY

Kenneth W. Jenkins
County Executive

WHEREAS, the term of Julia Peloso-Barnes, as a member of the Westchester County Women's Advisory Board, has expired:

NOW, THEREFORE, I, Kenneth W. Jenkins, County Executive of Westchester County, in accordance with the terms and provisions of the Westchester County Charter, reappoint Julia Peloso-Barnes, 150 Ellison Avenue, Bronxville, New York as an at-large member of the Westchester County Women's Advisory Board, for the term May 12, 2026 to December 31, 2027.

Given under my hand
and seal this 12th day
of May, 2026.

Kenneth W. Jenkins
County Executive

Office of the County Executive

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

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

westchestercountyny.gov

WESTCHESTER COUNTY

Kenneth W. Jenkins
County Executive

May 12, 2026

Ms. Julia Peloso-Barnes
150 Ellison Avenue
Bronxville, NY 10708

Dear Julia,

I am pleased to reappoint you to serve as an at-large member of the Westchester County Women's Advisory Board, effective Tuesday, May 12, 2026. This appointment is for a term to expire on December 31, 2027.

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

When you have filed your Oath of Office, a Resolution to confirm your reappointment will be submitted to the County Board of Legislators. As part of the confirmation process, you may be called before the Board for an interview.

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

Warmest wishes for a successful tenure.

Very Truly Yours,

Kenneth W. Jenkins
Westchester County Executive

KWJ/ts

cc: Honorable Board of Legislators
Emily Saltzman, Director of Operations
Catherine Borgia, Director, Office for Women

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

2026 WAB Members	
Active Members	**June 15th Meeting**
Catherine Borgia	X
Michelle Keller	X
Lauren Smith	X
Lana Gifas	E
Iris Lachaud	X
Elizabeth Woods	E
Jayda Yizar	E
Erica Winter	X
Cindy Kanusher	E
Lynda Bagley (Chair)	X
Karla Diaz	E
Anietra Guzman-Santana	X
Nicole Toro	E
Monifa Tippitt	E
Patti Reyes-D'Agostino	E
Rika Levin	E
Janice Lubin Kirschner	X
Subomi Macaulay	E
Susan van Dijk	RESIGNED
Margaret Coleman	X
Leslie Chervokas	E
Julia Peloso-Barnes	X
Acacia Mauriello	E
Sarah DeRise	X
Marcia Brewster	E

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

STATE OF NEW YORK)
)
COUNTY OF WESTCHESTER)

I, Julia A Peleso-Barnes do solemnly swear (or affirm) that I will support
(Print Name)

the constitution of the United States, and the constitution of the State of New York, and that I will faithfully discharge the duties of the office of Westchester Women's Advisory in and for the
(Board Name)

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

Date: 6/15/24

(Signature)

Sworn to and subscribed before me this 15 **day of** June **20** 2024

(Signature)

BARBARA M. CARLSSON
Notary Public, State of New York
No. 01CA4741818
Qualified in Westchester County
Commission Expires Sept. 30, 20 24

(Print or Type Name)

(Title of Official Administering Oath)

Mail **original** Oath of Office to Office to **Andrew Ferris, Office of the County Executive, 148 Martine Ave., 9th Floor, White Plains, NY 10601** for filing **within thirty (30) days** of the commencement of the term of office or the notice of appointment.

WESTCHESTER COUNTY

Kenneth W. Jenkins
County Executive

WHEREAS, the term of Patti Reyes-D'Agostino, as a member of the Westchester County Women's Advisory Board, has expired:

NOW, THEREFORE, I, Kenneth W. Jenkins, County Executive of Westchester County, in accordance with the terms and provisions of the Westchester County Charter, reappoint Patti Reyes-D'Agostino, 25 Kinnicutt Road E, Pound Ridge, New York as an at-large member of the Westchester County Women's Advisory Board, for the term May 12, 2026 to December 31, 2026.

Given under my hand
and seal this 12th day
of May, 2026.

Kenneth W. Jenkins
County Executive

Office of the County Executive

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

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

westchestercountyny.gov

WESTCHESTER COUNTY

Kenneth W. Jenkins
County Executive

May 12, 2026

Ms. Patti Reyes-D'Agostino
25 Kinnicutt Rd. E
Pound Ridge, NY 10576

Dear Patti,

I am pleased to reappoint you to serve as an at-large member of the Westchester County Women's Advisory Board, effective Tuesday, May 12, 2026. This appointment is for a term to expire on December 31, 2026.

To accommodate a change in Chapter 741 of the Laws of New York State, wherein certain County elections will occur in the even-numbered years, we are extending your appointment to the Women's Advisory Board for one year to align our appointments with their local districts. Your reappointment is subject to confirmation by the Westchester County Board of Legislators, but your service begins immediately. You must complete the attached Oath of Office within 30 days, either by appearing at the County Clerk's office or mailing the signed and notarized form to our office.

When you have filed your Oath of Office, a Resolution to confirm your reappointment will be submitted to the County Board of Legislators. As part of the confirmation process, you may be called before the Board for an interview.

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

Warmest wishes for a successful tenure.

Very Truly Yours,

Kenneth W. Jenkins
Westchester County Executive

KWJ/ts

cc: Honorable Board of Legislators
Emily Saltzman, Director of Operations
Catherine Borgia, Director, Office for Women

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

2026 WAB Members	
Active Members	**June 15th Meeting**
Catherine Borgia	X
Michelle Keller	X
Lauren Smith	X
Lana Gifas	E
Iris Lachaud	X
Elizabeth Woods	E
Jayda Yizar	E
Erica Winter	X
Cindy Kanusher	E
Lynda Bagley (Chair)	X
Karla Diaz	E
Anietra Guzman-Santana	X
Nicole Toro	E
Monifa Tippitt	E
Patti Reyes-D'Agostino	E
Rika Levin	E
Janice Lubin Kirschner	X
Subomi Macaulay	E
Susan van Dijk	RESIGNED
Margaret Coleman	X
Leslie Chervokas	E
Julia Peloso-Barnes	X
Acacia Mauriello	E
Sarah DeRise	X
Marcia Brewster	E

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

STATE OF NEW YORK)
)
COUNTY OF WESTCHESTER)

I, Patricia Reyes D'Agostino do solemnly swear (or affirm) that I will support
(Print Name)

the constitution of the United States, and the constitution of the State of New York, and that I will faithfully discharge the duties of the office of Womens Advisory Board in and for the
(Board Name)

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

Date: 5/17/26

(Signature)

Sworn to and subscribed before me this 17th day of MAY 2026.

(Signature)

Joseph Scutieri

(Print or Type Name)

Notary Public

(Title of Official Administering Oath)

JOSEPH A. SCUTIERI
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02SC4952852
Qualified in Westchester County
Commission Expires June 26, 2027

Mail **original** Oath of Office to Office to **Andrew Ferris, Office of the County Executive, 148 Martine Ave., 9th Floor, White Plains, NY 10601** for filing **within thirty (30) days** of the commencement of the term of office or the notice of appointment.

WESTCHESTER COUNTY

Kenneth W. Jenkins
County Executive

WHEREAS, the term of Janice Lubin Kirschner, as a member of the Westchester County Women's Advisory Board, has expired:

NOW, THEREFORE, I, Kenneth W. Jenkins, County Executive of Westchester County, in accordance with the terms and provisions of the Westchester County Charter, reappoint Janice Lubin Kirschner, 256 Heritage Hills, Somers, New York, as an at-large member of the Westchester County Women's Advisory Board, for the term May 12, 2026 to December 31, 2026.

Given under my hand
and seal this 12th day
of May, 2026.

Kenneth W. Jenkins
County Executive

Office of the County Executive

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

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

westchestercountyny.gov

WESTCHESTER COUNTY

Kenneth W. Jenkins
County Executive

May 12, 2026

Ms. Janice Lubin Kirschner
256 Heritage Hills
Somers, NY 10589

Dear Janice,

I am pleased to reappoint you to serve as an at-large member of the Westchester County Women's Advisory Board, effective Tuesday, May 12, 2026. This appointment is for a term to expire on December 31, 2026.

To accommodate a change in Chapter 741 of the Laws of New York State, wherein certain County elections will occur in the even-numbered years, we are extending your appointment to the Women's Advisory Board for one year to align our appointments with their local districts. Your reappointment is subject to confirmation by the Westchester County Board of Legislators, but your service begins immediately. You must complete the attached Oath of Office within 30 days, either by appearing at the County Clerk's office or mailing the signed and notarized form to our office.

When you have filed your Oath of Office, a Resolution to confirm your reappointment will be submitted to the County Board of Legislators. As part of the confirmation process, you may be called before the Board for an interview.

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

Warmest wishes for a successful tenure.

Very Truly Yours,

Kenneth W. Jenkins
Westchester County Executive

KWJ/ts

cc: Honorable Board of Legislators
Emily Saltzman, Director of Operations
Catherine Borgia, Director, Office for Women

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

2026 WAB Members	
Active Members	**June 15th Meeting**
Catherine Borgia	X
Michelle Keller	X
Lauren Smith	X
Lana Gifas	E
Iris Lachaud	X
Elizabeth Woods	E
Jayda Yizar	E
Erica Winter	X
Cindy Kanusher	E
Lynda Bagley (Chair)	X
Karla Diaz	E
Anietra Guzman-Santana	X
Nicole Toro	E
Monifa Tippitt	E
Patti Reyes-D'Agostino	E
Rika Levin	E
Janice Lubin Kirschner	X
Subomi Macaulay	E
Susan van Dijk	RESIGNED
Margaret Coleman	X
Leslie Chervokas	E
Julia Peloso-Barnes	X
Acacia Mauriello	E
Sarah DeRise	X
Marcia Brewster	E

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

STATE OF NEW YORK)
)
COUNTY OF WESTCHESTER)

I, Janice Kirschner do solemnly swear (or affirm) that I will support
(Print Name)

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

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

Date: 5/29/26

Janice Kirschner
(Signature)

Sworn to and subscribed before me this 29th day of May 2026,

(Signature)

Daniel J. Kiernan
(Print or Type Name)

Notary Public
(Title of Official Administering Oath)

DANIEL J KIERNAN
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01KI6174775
Qualified in Dutchess County
Commission Expires 11/05/2027

Mail **original** Oath of Office to Office to **Andrew Ferris, Office of the County Executive, 148 Martine Ave., 9th Floor, White Plains, NY 10601** for filing **within thirty (30) days** of the commencement of the term of office or the notice of appointment.

Kenneth W. Jenkins
County Executive

WHEREAS, the term of Leslie Chervokas, as a member of the Westchester County Women's Advisory Board, has expired:

NOW, THEREFORE, I, Kenneth W. Jenkins, County Executive of Westchester County, in accordance with the terms and provisions of the Westchester County Charter, reappoint Leslie Chervokas, 165 High Street, Hastings-on-Hudson, New York, as an at-large member of the Westchester County Women's Advisory Board, for the term May 12, 2026 to December 31, 2027.

Given under my hand
and seal this 12th day
of May, 2026.

Kenneth W. Jenkins
County Executive

Office of the County Executive

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

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

westchestercountyny.gov

WESTCHESTER COUNTY

Kenneth W. Jenkins
County Executive

May 12, 2026

Ms. Leslie Chervokas
165 High Street
Hastings-On-Hudson, NY 10706

Dear Leslie,

I am pleased to reappoint you to serve as an at-large member of the Westchester County Women's Advisory Board, effective Tuesday, May 12, 2026. This appointment is for a term to expire on December 31, 2027.

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

When you have filed your Oath of Office, a Resolution to confirm your reappointment will be submitted to the County Board of Legislators. As part of the confirmation process, you may be called before the Board for an interview.

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

Warmest wishes for a successful tenure.

Very Truly Yours,

Kenneth W. Jenkins
Westchester County Executive

KWJ/ts

cc: Honorable Board of Legislators
Emily Saltzman, Director of Operations
Catherine Borgia, Director, Office for Women

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

2026 WAB Members	
Active Members	**June 15th Meeting**
Catherine Borgia	X
Michelle Keller	X
Lauren Smith	X
Lana Gifas	E
Iris Lachaud	X
Elizabeth Woods	E
Jayda Yizar	E
Erica Winter	X
Cindy Kanusher	E
Lynda Bagley (Chair)	X
Karla Diaz	E
Anietra Guzman-Santana	X
Nicole Toro	E
Monifa Tippitt	E
Patti Reyes-D'Agostino	E
Rika Levin	E
Janice Lubin Kirschner	X
Subomi Macaulay	E
Susan van Dijk	RESIGNED
Margaret Coleman	X
Leslie Chervokas	E
Julia Peloso-Barnes	X
Acacia Mauriello	E
Sarah DeRise	X
Marcia Brewster	E

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

STATE OF NEW YORK)
)
COUNTY OF WESTCHESTER)

I, Leslie W. Chervokas do solemnly swear (or affirm) that I will support
(Print Name)

the constitution of the United States, and the constitution of the State of New York, and that I will faithfully discharge the duties of the office of Women's Advisory Board in and for the
(Board Name)

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

Date: ~~May 27, 2026~~ June 1, 2026

Leslie Chervokas
(Signature)

Sworn to and subscribed before me this 1st day of June 20 26,

Suzanne M. Berger
(Signature)

Suzanne M. Berger
(Print or Type Name)

SUZANNE M BERGER
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02BE4R30063
Qualified in Westchester County
Commission Expires April 30, 2030

(Title of Official Administering Oath)

Mail **original** Oath of Office to Office to **Andrew Ferris, Office of the County Executive, 148 Martine Ave., 9th Floor, White Plains, NY 10601** for filing **within thirty (30) days** of the commencement of the term of office or the notice of appointment.

WESTCHESTER COUNTY

Kenneth W. Jenkins
County Executive

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

NOW, THEREFORE, I, Kenneth W. Jenkins, County Executive of Westchester County, in accordance with the terms and provisions of the Westchester County Charter, appoint Kevin Winn, c/o Bedford Highway Division, 301 Adams Street, Bedford Hills, New York as a member of the Westchester County Storm Water Advisory Board, for the term June 25, 2026 to December 31, 2027.

Given under my hand
and seal this 25th day
of June, 2026.

Kenneth W. Jenkins
County Executive

Office of the County Executive

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

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

westchestercountyny.gov

WESTCHESTER COUNTY

Kenneth W. Jenkins
County Executive

June 25, 2026

Mr. Kevin Winn
C/O Bedford Highway Division
301 Adams Street
Bedford Hills, NY 10507

Dear Kevin,

I am pleased to appoint you to serve as a member of the Westchester County Stormwater Advisory Board, effective June 25, 2026. This appointment is for a term to expire on December 31, 2027.

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

When you have filed your Oath of Office, a Resolution to confirm your appointment will be submitted to the County Board of Legislators. As part of the confirmation process, you may be called before the Board for an interview. Please get in touch with Paula Friedman at (914) 995-2940 to confirm the date, place, and time of the upcoming meeting for your participation.

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

Warmest wishes for a successful tenure.

Very Truly Yours,

Kenneth W. Jenkins
Westchester County Executive

KWJ/ts

cc: Honorable Board of Legislators
Emily Saltzman, Director of Operations
Blanca Lopez, Commissioner, Planning

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

Kevin Winn, P.E.

Commissioner of Public Works, Town of Bedford NY

Kevin is a professional engineer with more than thirty five years of public works, water, wastewater, and stormwater industry experience. His background includes managing municipal public works departments, operation and maintenance of water wastewater and stormwater systems, and design and management of utility system improvements. He is currently responsible for managing the operations and capital programs for Bedford's Public Works Department, including Highway, Water, Recycling, and Stormwater divisions.

Education

- M.E. in Environmental Engineering, Manhattan College, Riverdale, NY,
- B.E. in Civil Engineering, Manhattan College, Riverdale, NY

Certifications & Licenses

- Professional Engineer, New York
- Grade IIA, IIB, C, and D Water Treatment Operator License, New York

Professional Affiliations

- Chairperson and current active member, Westchester Water Works Conference
- American Water Works Association
- Former President current active member Westchester/Putnam Highway Superintendents Association
- Westchester County Association of Municipal Public Works Administrators director

Specific Experience

Commissioner of Public Works, Town of Bedford NY (2007 – Present)

This position entails managing the Town's highway operations, four water districts, two sewer districts, stormwater systems, recycling center, and refuse collection from Town facilities with an annual operating budget of $11 million and capital budget of $2 million. In addition, responsibilities include planning for, designing, and supervising construction of, and operating a new source of supply facility for the Town's largest water district; overseeing the design of and implementing roadway infrastructure and safety improvements; planning for a wastewater collection and treatment system in the densely populated areas of Katonah and Bedford Hills; and implementing stormwater improvement projects.

Regional Manager, Severn Trent Services, Inc., Brewster NY (2004 – 2007)

Responsibilities included managing contract operations at over fifty public works operations, wastewater and water plants; interfacing with municipal and industrial clients; developing new business throughout Severn Trent's Metro NY/New England region; preparing construction estimates and supervising the administrative, accounting, procurement, and engineering functions for various operations and construction projects.

Senior Project Engineer, Dvirka and Bartilucci Consulting Engineers, White Plains NY (2003-2004)

Designed and provided project management of water supply and wastewater system improvements, including pumping, treatment, transmission, distribution, and collection facilities. Prepared water utility emergency planning and response documents and developed new business.

United Water, New Rochelle NY and Oradell NJ (1992-2003)

Experience included positions of increasing responsibility, from Staff Engineer to Vice President, at United Water, a large water utility. Areas of responsibility included general management of a water utility serving 137,000 people, environmental compliance, capital improvement management, customer service, production, transmission, distribution, engineering, safety, security, and accounting.

Civil Engineer, Dynalytics Corporation, Hicksville, NY (1990-1992)

Designed and obtained operating permits for power plants and air pollution control systems.



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

STATE OF NEW YORK)
)
COUNTY OF WESTCHESTER)

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

Date: 7/7/26

(Signature)

Sworn to and subscribed before me this 7th **day of** July **20** 26 **,**

(Signature)

Lingyun Lou

(Print or Type Name)

Notary

(Title of Official Administering Oath)

LINGYUN LOU
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01LO0044585
Qualified in Westchester County
My Commission Expires 12/10/2029

Mail **original** Oath of Office to Office to **Andrew Ferris, Office of the County Executive, 148 Martine Ave., 9th Floor, White Plains, NY 10601** for filing **within thirty (30) days** of the commencement of the term of office or the notice of appointment.

Kenneth W. Jenkins
County Executive

Date: July 20, 2026

To: The Honorable Members of the Board of Legislators

From: Kenneth W. Jenkins, County Executive

RE: Bond act for capital project SPK12 (3261) – Peekskill Wastewater Treatment Plant Mechanical Sludge Handling Upgrades

---

Transmitted herewith for your review and approval is an amended and superseding bond act (the "Amended Bond Act") which, if adopted, would authorize the County of Westchester (the "County") to issue additional bonds in the amount of $4,290,000.00 to finance the construction component of the following capital project:

SPK12 – Peekskill Wastewater Treatment Plant Mechanical Sludge Handling Upgrades ("SPK12").

The Amended Bond Act, in the total amount of $5,790,000.00, which includes $1,500,000.00 in previously authorized bonds of the County, will finance the cost of construction and construction management related to certain Sludge Handling Upgrades at Peekskill Water Resource Recovery Facility, including the replacement of plant components not related to odor control, such as all sludge collection mechanisms in primary and final tanks, underground PVC overhead piping and valves, sludge chopper pumps and primary and final tank grease skimmers, as well as incidental expenses.

The Department of Environmental Facilities (the "Department") has advised that the primary sludge pump components have recently been experiencing failures, requiring costly interim repairs. The primary sludge pumps have reached the end of their useful lives and replacement is necessary to ensure process reliability and environmentally compliant operation.

The design phase of the project is currently underway by an outside consultant and is expected to be completed by the fourth quarter of 2026. It is anticipated that construction will take approximately fifteen (15) months to complete and will begin after award and execution of the construction contracts.

It should be noted that your Honorable Board has previously authorized the County to issue bonds for SPK12, as follows: Bond Act No. 123-2025, in the amount of $1,500,000.00, to finance the design portion of this project. No bonds have been issued under Bond Act No. 123-2025. Accordingly, it is now requested to amend and supersede Bond Act No. 123-2025 in order to increase the initial amount authorized thereunder by $4,290,000.00, for a total authorized amount,

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

as amended, of $5,790,000.00, and to expand the scope of services to include construction and construction management associated with the construction and construction management of the Sludge Handling Upgrades at Peekskill Water Resource Recovery Facility.

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

Sincerely,

Kenneth W. Jenkins
County Executive

KWJ/JCL1/cmc
Attachments

Reference SPK12 (3261)

HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER, NEW YORK

Your Committee is in receipt of an amended and superseding bond act (the "Amended Bond Act") which, if adopted, would authorize the County of Westchester (the "County") to issue additional bonds in the total amount of $4,290,000, to finance the construction component of capital project B0125 – Infrastructure Rehabilitation, Record Center, Elmsford ("B0125"). The Amended Bond Act, in the total amount of $5,790,000, which includes $1,500,0000 in previously authorized bonds of the County, prepared by the law firm of Norton Rose Fulbright US LLP, will finance the cost of construction and construction management related to certain Sludge Handling Upgrades at Peekskill Water Resource Recovery Facility, including the replacement of plant components not related to odor control, such as all sludge collection mechanisms in primary and final tanks, underground PVC overhead piping and valves, sludge chopper pumps and primary and final tank grease skimmers, as well as incidental expenses.

The Department of Environmental Facilities (the "Department") has advised your Committee that the primary sludge pump components have recently been experiencing failures, requiring costly interim repairs. The primary sludge pumps have reached the end of their useful lives and replacement is necessary to ensure process reliability and environmentally compliant operation.

The Department has advised your Committee that the design phase of the project is currently underway by an outside consultant and is expected to be completed by the fourth quarter of 2026. It is anticipated that construction will take approximately fifteen (15) months to complete and will begin after award and execution of the construction contracts.

Your Committee notes that your Honorable Board has previously authorized the County to issue bonds for SPK12, as follows: Bond Act No. 123-2025, in the amount of $1,500,000.00, to finance the design portion of this project. No bonds have been issued under Bond Act No. 123-2025. Accordingly, it is now requested to amend and supersede Bond Act No. 123-2025 to

increase the initial amount authorized thereunder by $4,290,000.00, for a total authorized amount, as amended, of $5,790,000.00, to expand the scope of services to include construction and construction management associated with the construction and construction of the Sludge Handling Upgrades at Peekskill Water Resource Recovery Facility.

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

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

Dated: , 2026

White Plains, New York

COMMITTEE ON

c/cmc/07.15.2026v1

WESTCHESTER COUNTY

Memorandum
Department of Planning

TO: Carla Chaves, Senior Assistant County Attorney
Maximilian Zorn, Assistant County Attorney
Maria Baratta, Assistant County Attorney

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

DATE: June 30, 2026

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT SPK12 PEEKSKILL WASTEWATER TREATMENT PLANT MECHANICAL, SLUDGE HANDLING UPGRADES**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on 06/25/2026 (Unique ID: 3261**)**

With respect to the State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617, the Planning Department recommends that no environmental review is required for the proposed action, because the project or component of the project for which funding is requested may be classified as a **TYPE II action** pursuant to section(s):

- **617.5(c)(2):** replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building, energy, or fire codes unless such action meets or exceeds any of the thresholds in section 617.4 of this Part.

COMMENTS: None.

DSK/oav
cc: Emily Saltzman, Director of Operations
Paula Friedman, Assistant to the County Executive
Tami Altschiller, Assistant Chief Deputy County Attorney
Dianne Vanadia, Associate Budget Director
Jazmin Logan, Environmental Project Director - Capital Programs (DEF)
Robert Zambardino, Program Coordinator – Capital Programs (DEF)
Matthew Castro, Chief Planner
Claudia Maxwell, Principal Environmental Planner

ACT NO. _____ - 2026

BOND ACT DATED _____, 2026.

A BOND ACT OF THE COUNTY OF WESTCHESTER, NEW YORK, AMENDING AND SUPERSEDING ACT NO. 123-2025 TO (I) EXPAND THE SCOPE OF THE PROJECT TO INCLUDE CONSTRUCTION, (II) UPDATE THE PERIOD OF PROBABLE USEFULNESS, AND (III) INCREASE THE ESTIMATED MAXIMUM COST AND THE AMOUNT OF BONDS AUTHORIZED TO $5,790,000 (AN INCREASE OF $4,290,000) TO PAY THE COSTS OF DESIGN, CONSTRUCTION MANAGEMENT AND CONSTRUCTION FOR THE REPLACEMENT OF PLANT COMPONENTS NOT RELATED TO ODOR CONTROL AT THE PEEKSKILL WATER RESOURCE RECOVERY FACILITY, IN AND FOR THE PEEKSKILL SANITARY SEWER DISTRICT IN SAID COUNTY.

WHEREAS, pursuant to Act No. 123-2025, adopted on June 16, 2025 (the "Prior Bond Act"), the Board previously authorized $1,500,000 bonds to finance costs of design and construction management for the replacement of plant components not related to odor control at the Peekskill Water Resource Recovery Facility, in and for the Peekskill Sanitary Sewer District (the "District"); and

WHEREAS, no obligations have been issued under the Prior Bond Act; and

WHEREAS, it has now been determined that (i) the aforesaid capital project should now be expanded to include construction, (ii) the period of probable usefulness of the class of objects or purposes should be increased to thirty years pursuant to subdivision four of paragraph a of Section 11.00 of the Local Finance Law, (iii) the estimated maximum cost thereof is now $5,790,000, an increase of $4,290,000, and (iv) the amount of bonds authorized should be increased to $5,790,000 to pay for such cost; and

WHEREAS, in order to accomplish such purpose, the Prior Bond Act should be amended and superseded accordingly; and

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

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

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

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

Section 1. For paying the design, construction management and construction costs for the replacement of plant components not related to odor control at the Peekskill Water Resource Recovery Facility, in and for said County, including the replacement of all sludge collection mechanisms in primary and final tanks, underground PVC overhead piping and valves, sludge chopper pumps and primary and final tank grease skimmers, incidental expenses in connection with such project, a class of objects or purposes, there are hereby authorized to be issued $5,790,000 bonds of said County pursuant to the provisions of the Local Finance Law. To the extent that the details of the aforesaid class of objects or purposes set forth in this Bond Act are inconsistent with any details set forth in the current Capital Budget of the County, such Budget shall be deemed and is hereby amended to the extent inconsistent herewith.

Section 2. It is hereby determined that the estimated maximum cost of the aforesaid class of objects or purposes is $5,790,000, and that the plan for the financing thereof is by the issuance of the $5,790,000 bonds of said County authorized to be issued pursuant to this Bond Act.

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

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

Section 5. The faith and credit of the County are hereby irrevocably pledged for the payment of the principal of and interest on such obligations as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year. To the extent not paid from the assessment of properties assessable for this purpose in the County's Peekskill Sanitary Sewer District, or other sources, there shall annually be levied on all the taxable real property of said County a tax sufficient to pay the principal of and interest on such obligations, as the same become due and payable.

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

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

shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 8. The Commissioner of Finance is hereby further delegated the power to authorize the sale and issuance of the bonds authorized pursuant to this Bond Act (a) at a discount in the manner authorized by paragraphs e and f of Section 57.00 of the Local Finance Law, (b) at private sale pursuant to the applicable provisions of the Local Finance Law and any regulations of the New York State Comptroller appertaining thereto, including the private sale of bonds at a premium, (c) as capital appreciation bonds or term bonds at public sale or private sale pursuant to the applicable provisions of the Local Finance Law and any regulations of the New York State Comptroller appertaining thereto, and (d) at a variable rate of interest in the manner authorized by Section 54.90 of the Local Finance Law, including notes issued in anticipation thereof. The Commissioner of Finance is hereby authorized to enter into such agreements as said Commissioner of Finance shall determine reasonable and necessary to facilitate the issuance, sale, resale and, or repurchase of such bonds or notes pursuant to the provisions of Section 54.90 of the Local Finance Law. Such bonds and, or notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Commissioner of Finance.

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

Section 10. The Commissioner of Finance is hereby further authorized, at the sole discretion of said Commissioner of Finance, to execute a project financing agreement, and any other agreements with the New York State Department of Environmental Conservation and/or the New York State Environmental Facilities Corporation, including amendments thereto, and including any instruments (or amendments thereto) in the effectuation thereof, in order to effect the financing

or refinancing of the class of objects or purposes described in Section 1 hereof, or a portion thereof, by a bond, and, or note issue of said County in the event of the sale of same to the New York State Environmental Facilities Corporation.

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

Section 12. All other matters, except as provided herein relating to such bonds, including determining whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the County by the facsimile signature of the Commissioner of Finance, providing for the manual countersignature of a fiscal agent or of a designated official of the County), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the Commissioner of Finance. It is hereby determined that it is to the financial advantage of the County not to impose and collect from registered owners of such bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by Section 52.00 of the Local Finance Law, as the Commissioner of Finance shall determine.

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

(1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or

(2) The provisions of law which should be complied with at the date of publication of this Bond Act are not substantially complied with,

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

(3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 14. This Bond Act shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150 - 2. Other than as specified in this Bond Act, no moneys are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 15. This bond act amends and supersedes the Prior Bond Act; provided, however, that any actions heretofore taken and obligations issued, or incurred pursuant to or in reliance upon the Prior Bond Act, shall remain valid, binding, and in full force and effect, and shall not be impaired, invalidated, or otherwise affected by the adoption of this Bond Act. Any such prior actions and any obligations heretofore issued pursuant to the Prior Bond Act shall be deemed to have been issued pursuant to this Bond Act as if this Bond Act had been in place at such time.

Section 16. This Bond Act, which shall take effect immediately in accordance with the provisions of Section 33.10 of the Local Finance Law and as provided in Section 107.71 of the Westchester County Charter, shall be published in summary form in the official newspaper of said County for purposes of this Bond Act, together with a notice of the Clerk of the Board of Legislators in substantially the form provided in Section 81.00 of the Local Finance Law.

LEGAL NOTICE

A Bond Act, a summary of which is published herewith, has been adopted by the Board of Legislators on _____, 2026 and approved by the County Executive on _____, 2026 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. _____-2026

A BOND ACT OF THE COUNTY OF WESTCHESTER, NEW YORK, AMENDING AND SUPERSEDING ACT NO. 123-2025 TO (I) EXPAND THE SCOPE OF THE PROJECT TO INCLUDE CONSTRUCTION, (II) UPDATE THE PERIOD OF PROBABLE USEFULNESS, AND (III) INCREASE THE ESTIMATED MAXIMUM COST AND THE AMOUNT OF BONDS AUTHORIZED TO $5,790,000 (AN INCREASE OF $4,290,000) TO PAY THE COSTS OF DESIGN, CONSTRUCTION MANAGEMENT AND CONSTRUCTION FOR THE REPLACEMENT OF PLANT COMPONENTS NOT RELATED TO ODOR CONTROL AT THE PEEKSKILL WATER RESOURCE RECOVERY FACILITY, IN AND FOR THE PEEKSKILL SANITARY SEWER DISTRICT IN SAID COUNTY.

object or purpose:	costs of design, construction management and construction for the replacement of plant components not related to odor control at the Peekskill Water Resource Recovery Facility
period of probable usefulness:	thirty (30) years
amount of obligations to be issued:	$5,790,000

Dated: _____, 2026
White Plains, New York

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

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: SPK12 ☐ **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

AMEND BA 123-2025

☐ CAPITAL BUDGET AMENDMENT

SECTION B - BONDING AUTHORIZATIONS

To be completed by Finance

Total Principal: $ 5,790,000 **PPU:** 30 **Anticipated Interest Rate:** 3.97%

Anticipated Annual Cost (Principal and Interest)**:** $ 336,415

Total Debt Service (Annual cost x Term)**:** $ 10,092,450

Finance Department: Interest rates from July 9, 2026 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: 63

Prepared by: Jazmin Logan

Title: Environmental Project Director

Department: Environmental Facilities

Date: 07/16/2026

Approved By: Larry Soule Digitally signed by Larry Soule Date: 2026.07.16 12:27:45 -04'00'

Budget Director

Date:

WESTCHESTER COUNTY

Memorandum
Office of the County Executive
Michaelian Office Building

To: The Honorable Members of the Board of Legislators

From: Kenneth W. Jenkins, County Executive

Date: August 3, 2026

RE: Amended Bond Act for capital project B0116 Infrastructure Rehabilitation, Peekskill District Office (2021-2025(Unique ID 3108)

Transmitted herewith for your review and approval is an amended bond act ("Amended Bond Act") which, if adopted, would authorize the County of Westchester ("County") to issue additional bonds in the amount of $2,500,000.00 to finance the following capital project:

B0116 –Infrastructure Rehabilitation, Peekskill District Office (2021-2025) (3108) ("B0116").

The Amended Bond Act, in the total amount of $3,000,000.00, which includes $500,000.00 in previously authorized bonds of the County would finance the construction and construction management associated with the replacement of windows and storefronts at the Peekskill District Office.

The Department of Public Works & Transportation ("Department") has advised that these windows and storefronts have reached the end of their useful service lives and require replacement. The new windows and storefronts will feature thermally broken frames and Low-E double-glazed glazing, providing improved energy efficiency and enhanced building performance.

Design is currently being undertaken by a consultant and is expected to be completed by the third quarter of 2026. Construction is estimated to take approximately nine (9) months and will commence following the award and execution of the construction contract.

It should be noted that your Honorable Board has authorized the County to issue bonds for B0116 as follows: Bond Act No. 5-2023 to finance the cost of design associated with the replacement of windows and storefronts at the Peekskill District Office. These bonds have not been sold. Accordingly, it is now requested that Bond Act No. 5-2023 be amended to increase the amount authorized by $2,500,000.00, for a total authorized amount, as amended, of $3,000,000.00, and to revise the scope of Bond Act No. 5-2023 to include work associated with the construction and construction management associated phase of B0116.

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

KWJ/HJG/RA/mb
Attachments

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

Reference B0016 (3108)

HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER, NEW YORK

Your Committee is in receipt of a transmission from the County Executive recommending approval by the County of Westchester ("County") of an amended bond act ("Amended Bond Act") which, if adopted, will authorize the County to issue up to $2,500,000.00 in additional bonds of the County to finance capital project B0116 –Infrastructure Rehabilitation, Peekskill District Office (2021-2025) (3108) ("B0116").

The Amended Bond Act in the total amount of $3,000,000.00, was prepared by the law firm Hawkins Delafield & Wood LLP, and includes $500,000.00 in previously authorized bonds of the County. The Amended Bond Act would finance County would finance the construction and construction management associated with the replacement of windows and storefronts at the Peekskill District Office.

The Department of Public Works & Transportation ("Department") has further advised your Committee that these windows and storefronts have reached the end of their useful service lives and require replacement. The new windows and storefronts will feature thermally broken frames and Low-E double-glazed glazing, providing improved energy efficiency and enhanced building performance.

Design is currently being undertaken by a consultant and is expected to be completed by the third quarter of 2026. Construction is estimated to take approximately nine (9) months and will commence following the award and execution of the construction contract.

It should be noted that your Honorable Board has authorized the County to issue bonds for B0116 as follows: Bond Act No. 5-2023 to finance the cost of design associated with the replacement of windows and storefronts at the Peekskill District Office. These bonds have not been sold. Accordingly, it is now requested that Bond Act No. 5-2023 be amended to increase the amount authorized by $2,500,000.00, for a total authorized amount, as amended, of $3,000,000.00, and to revise the scope of Bond Act No. 5-2023 to include work associated with the construction and construction management associated phase of B0116.

The Department of Planning has advised your Committee that based on its review, the authorization of this capital project, B0116, may be classified as a Type "II" action pursuant to the State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617 ("SEQR"). Therefore, no environmental review is required. Your Committee has reviewed the annexed SEQR documentation and concurs with this recommendation.

Your Committee has carefully considered the Amended Bond Act, and recommends approval of the Amended Bond Act. It should be noted that an affirmative vote of two-thirds of the members of your Honorable Board is required in order to adopt the Amended Bond Act.

Dated: , 2026
White Plains, New York

COMMITTEE ON

c/mb7.15.26

WESTCHESTER COUNTY

Memorandum
Department of Planning

TO: Carla Chaves, Senior Assistant County Attorney
Maximilian Zorn, Assistant County Attorney
Maria Baratta, Assistant County Attorney

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

DATE: June 30, 2026

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT B0116 Infrastructure Rehabilitation, Peekskill District Office (2021-2025)**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on 06/25/2026 (Unique ID: 3108**)**

With respect to the State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617, the Planning Department recommends that no environmental review is required for the proposed action, because the project or component of the project for which funding is requested may be classified as a **TYPE II action** pursuant to section(s):

- **617.5(c)(2):** replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building, energy, or fire codes unless such action meets or exceeds any of the thresholds in section 617.4 of this Part.

COMMENTS: None.

DSK/oav
cc: Emily Saltzman, Director of Operations
Paula Friedman, Assistant to the County Executive
Tami Altschiller, Assistant Chief Deputy County Attorney
Dianne Vanadia, Associate Budget Director
Robert Abbamont, Director of Operations, Department of Public Works & Transportation
Matthew Castro, Chief Planner
Claudia Maxwell, Principal Environmental Planner

REFERENCE: B0116

ACT NO. -20_____

BOND ACT OF THE COUNTY OF WESTCHESTER, NEW YORK, AMENDING THE BOND ACT ADOPTED JANUARY 9, 2023, IN RELATION TO THE BUILDING IMPROVEMENTS TO THE PEEKSKILL DISTRICT OFFICE. (Adopted , 20_____).

WHEREAS, this Board has heretofore duly authorized the issuance of $500,000 bonds to finance the cost of preparation of surveys, preliminary and detailed plans, specifications and estimates necessary for planning the replacement of windows and storefronts at the Peekskill District Office, pursuant to Act No. 5-2023 duly adopted on January 9, 2023; and

WHEREAS, said Board has now determined that it is necessary to increase the appropriation and the amount of bonds authorized for such project, and to authorize the construction and construction management of such project;

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

Section (A). The bond act duly adopted by this Board on January 9, 2023, entitled:

"ACT NO. 5-2023

BOND ACT AUTHORIZING THE ISSUANCE OF $500,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF PREPARATION OF SURVEYS, PRELIMINARY AND DETAILED PLANS,

SPECIFICATIONS AND ESTIMATES NECESSARY FOR PLANNING IMPROVEMENTS TO THE PEEKSKILL DISTRICT OFFICE; STATING THE ESTIMATED MAXIMUM COST THEREOF IS $500,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $500,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS."

is hereby amended to read as follows:

BOND ACT AUTHORIZING THE ISSUANCE OF $3,000,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF CONSTRUCTION AND CONSTRUCTION MANAGEMENT OF IMPROVEMENTS TO THE PEEKSKILL DISTRICT OFFICE, INCLUDING PREPARATION OF PLANS AND SPECIFICATIONS; STATING THE ESTIMATED MAXIMUM COST THEREOF IS $3,000,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $3,000,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS (Adopted , 20_____)

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

Section 1. Pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the "Law"), the Westchester County Administrative Code, being Chapter 852 of the Laws of 1948, as amended, and to the provisions of other laws applicable thereto, $3,000,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the cost of construction and

construction management of improvements to the Peekskill District Office, including replacement of windows and storefronts, and preparation of surveys, preliminary and detailed plans, specifications and estimates necessary for planning, all as set forth in the County's Current Year Capital Budget, as amended. To the extent that the details set forth in this act are inconsistent with any details set forth in the Current Year Capital Budget of the County, such Budget shall be deemed and is hereby amended. The estimated maximum cost of said specific object or purpose, including preliminary costs and costs incidental thereto and the financing thereof is $3,000,000. The plan of financing includes the issuance of $3,000,000 bonds herein authorized; and any bond anticipation notes issued in anticipation of the sale of such bonds and the levy of a tax to pay the principal of and interest on said bonds and notes.

Section 2. The period of probable usefulness of said specific object or purpose, within the limitations of Section 11.00 a. 12(a)(2) of the Law, is fifteen (15) years;

Section 3. Current funds are not required to be provided as a down payment pursuant to Section 107.00 d. 9. of the Law prior to issuance of the bonds authorized herein, or any bond anticipation notes issued in anticipation of the sale of such bonds. The County intends to finance, on an interim basis, the costs or a portion of the costs of said improvements for which bonds are herein authorized, which costs are reasonably expected to be reimbursed with the proceeds of debt to be incurred by the County, pursuant to this Act, in the maximum amount of $3,000,000. This Act is a declaration of official intent adopted pursuant to the requirements of Treasury Regulation Section 1.150-2.

Section 4. The estimate of $3,000,000 as the estimated maximum cost of the aforesaid specific object or purpose is hereby approved.

Section 5. Subject to the provisions of this Act and of the Law, and pursuant to the provisions of §30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals thereof, and of §§50.00, 56.00 to 60.00 and 168.00 of said Law, the powers and duties of the County Board of Legislators relative to authorizing the issuance of any notes in anticipation of the sale of the bonds herein authorized, or the renewals thereof, relative to providing for substantially level or declining annual debt service, relative to prescribing the terms, form and contents and as to the sale and issuance of the respective amounts of bonds herein authorized, and of any notes issued in anticipation of the sale of said bonds or the renewals of said notes, and relative to executing agreements for credit enhancement, are hereby delegated to the Commissioner of Finance of the County, as the chief fiscal officer of the County.

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

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

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

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

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

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

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

Section (B). The amendment of the bond act set forth in Section (A) of this act shall in no way affect the validity of the liabilities incurred, obligations issued, or action taken pursuant to said bond act, and all such liabilities incurred, obligations issued, or action taken shall be deemed to have been incurred, issued or taken pursuant to said bond act, as so amended.

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

* * *

LEGAL NOTICE

A Bond Act, a summary of which is published herewith, has been adopted by the Board of Legislators on January 9, 2023 and amended on _____, 20_____ and approved, as amended, by the County Executive on _____, 20_____ and the validity of the obligations authorized by such Bond Act may be hereafter contested only if such obligations were authorized for an object or purpose for which the County of Westchester, in the State of New York, is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this Notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the publication of this Notice, or such obligations were authorized in violation of the provisions of the Constitution.

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

ACT NO. _____-20_____

BOND ACT AUTHORIZING THE ISSUANCE OF $3,000,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF CONSTRUCTION AND CONSTRUCTION MANAGEMENT OF IMPROVEMENTS TO THE PEEKSKILL DISTRICT OFFICE, INCLUDING PREPARATION OF PLANS AND SPECIFICATIONS; STATING THE ESTIMATED MAXIMUM COST THEREOF IS $3,000,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $3,000,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS (adopted on January 9, 2023 and amended on _____, 20_____)

object or purpose: to finance the cost of construction and construction management of improvements to the Peekskill District Office, including replacement of windows and storefronts, and preparation of surveys, preliminary and detailed plans, specifications and estimates necessary for planning, 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: $3,000,000; fifteen (15) years

Dated: _____, 20_____
White Plains, New York

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

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: B0116 ☐ **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

AMEND BA 5-2023 ☐ CAPITAL BUDGET AMENDMENT

SECTION B - BONDING AUTHORIZATIONS

To be completed by Finance

Total Principal: $ 3,000,000 **PPU:** 15 **Anticipated Interest Rate:** 3.16%

Anticipated Annual Cost (Principal and Interest)**:** $ 254,763

Total Debt Service (Annual cost x Term)**:** $ 3,821,445

Finance Department: Interest rates from July 9, 2026 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: 33

Prepared by: Robert Abbamont

Title: Director of Operations (Capital)

Department: Public Works/Transportation

Date: 07/14/2026

Approved By: Larry Soule Digitally signed by Larry Soule Date: 2026.07.15 16:19:21 -04'00'

Budget Director

Date:

Kenneth W. Jenkins
County Executive

Date: August 3, 2026

To: The Honorable Members of the Board of Legislators

From: Kenneth W. Jenkins, County Executive

RE: Bond act for capital project BSS22 – Infrastructure Improvements to Shelter Facilities-Oasis Center (Unique ID: 3272)

Transmitted herewith for your review and approval is a proposed Act ("the "Land Acquisition Act"), which if approved, would authorize the County of Westchester ("the County") to purchase real property commonly known as the Oasis Emergency Overnight Shelter, located at 19 Washington Avenue, New Rochelle, New York 10801, and identified as Section 4, Block 1232, Lot 36 on the tax maps of the City of New Rochelle (the "Premises"). The Premises consists of land area of approximately 15,246 square feet, and one building, three stories with a gross building area of approximately 7,482 square feet currently used as a community center (the "Facility"). The Facility on the Premises has approximately fifty (50) shelter beds and the current owner leases the Facility to Westchester Community Opportunity Program, Inc.

In compliance with Section 191.41 of the Laws of Westchester County ("LWC"), the required report of the Planning Commissioner in support of this land acquisition is attached herewith.

Also transmitted herewith for your review and approval, is an act to amend the current-year capital budget ("Capital Budget Amendment"), as well as a related bond act (the "Bond Act"), which if adopted, would authorize the County to finance the acquisition and rehabilitation of the Premises under the following capital project:

BSS22 – Infrastructure Improvements to Shelter Facilities-Oasis Center (Unique ID 3272) ("BSS22").

The proposed Capital Budget Amendment will amend the County's current-year capital budget to increase the County share for BSS22 by $11,100,000.00. The Department of Social Services (the "Department") has advised that the additional funds are needed for the purchase and rehabilitation of the Premises. The Facility is an emergency overnight shelter for single adult men and women located at 19 Washington Avenue, New Rochelle, New York. The fifty-bed shelter offers temporary shelter and clean bedding for men who are faced with homelessness. A County contracted vendor currently operates the Premises. The Premises is owned by the Archdiocese of New York through The Church of Saint Gabriel of the City of New Rochelle, N.Y.

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

The Bond Act, in the amount of $11,100,000.00, would finance the cost of the acquisition of the Premises, as well as the design and rehabilitation of the Premises. Facility rehabilitation will include renovations and upgrades to the living and common areas, including bathrooms and other functional living spaces. The project will also include comprehensive building and site improvements, such as roofing and siding replacement, HVAC, plumbing, fire protection, electrical system upgrades, structural repairs, and associated site work. Electrical work will include lighting replacement and replacement of the main electrical panel. The purchase price for the Premises is an amount not-to-exceed $1,200,000.00.

The Department has advised that the Premises is needed to serve the steady population of individuals faced with the need for immediate protection from extreme weather and who face homelessness. This acquisition will reduce congregation in public spaces, and will also offer opportunities to address health needs. There is currently no other facility that offers these services in the Sound Shore communities.

Following bonding authorization, design will be scheduled and is estimated to take nine (9) months to complete. It is anticipated that design will be completed using both in-house staff and consultants. It is estimated that construction will take eighteen (18) months to complete and will begin after award and execution of the construction contracts, subject to approval of construction financing by your Honorable Board.

Section 167.131 of the Laws of Westchester County mandates that a capital budget amendment that introduces a new capital project or changes the location, size or character of an existing capital project be accompanied to the Board of Legislators by a report of the Westchester County Planning Board (the “Planning Board”) with respect to the physical planning aspects of the project. Accordingly, the Planning Board report for BSS22 has been annexed.

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

KWJ/LGT/mb
Attachments

Reference BSS22 (Unique ID# 3272)

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 (the "County") of an act, ("the "Land Acquisition Act"), which if approved, would authorize the County of Westchester ("the County") to purchase real property commonly known as the Oasis Emergency Overnight Shelter, located at 19 Washington Avenue, New Rochelle, New York 10801, and identified as Section 4, Block 1232, Lot 36 on the tax maps of the City of New Rochelle (the "Premises"). The Premises consists of land area of approximately 15,246 square feet, and one building, three stories with a gross building area of approximately 7,482 square feet currently used as a community center (the "Facility"). The Facility on the Premises has approximately fifty (50) shelter beds and the current owner leases the Facility to Westchester Community Opportunity Program, Inc.

In compliance with Section 191.41 of the Laws of Westchester County ("LWC"), the required report of the Planning Commissioner in support of this land acquisition is attached herewith.

Additionally in the transmittal from the County Executive, is the recommendation of approval by the County of also, an act to amend the current-year capital budget ("Capital Budget Amendment"), as well as a related bond act (the "Bond Act"), prepared by the law firm Harris Beach Murtha, which if adopted, would authorize the County to finance the acquisition and rehabilitation of the Premises under the following capital project: BSS22 – Infrastructure Improvements to Shelter Facilities-Oasis Center (Unique ID 3272) ("BSS22"). Your Committee is advised that the proposed Capital Budget Amendment will amend the County's current-year capital budget to increase the County share for BSS22 by $11,100,000.00.

The Department of Social Services (the "Department") has advised that the additional funds are needed for the purchase and rehabilitation of the Premises. The Facility is an emergency overnight shelter for single adult men located at 19 Washington Avenue, New Rochelle, New York. The fifty-bed shelter offers temporary shelter and clean bedding for men

who are faced with homelessness. A County contracted vendor currently operates the Premises. The Premises is owned by the Archdiocese of New York through The Church of Saint Gabriel of the City of New Rochelle, N.Y.

The Bond Act, in the amount of $11,100,000.00, would finance the cost of the acquisition of the Premises as well as the design and rehabilitation of the Premises. Facility rehabilitation will include renovations and upgrades to the living and common areas, including bathrooms and other functional living spaces. The project will also include comprehensive building and site improvements, such as roofing and siding replacement, HVAC, plumbing, fire protection, electrical system upgrades, structural repairs, and associated site work. Electrical work will include lighting replacement and replacement of the main electrical panel. The purchase price for the Premises is an amount not-to-exceed $1,200,000.00.

Your Committee is advised that the Premises is needed to serve the steady population of individuals faced with the need for immediate protection from extreme weather and who face homelessness. This acquisition will reduce congregation in public spaces which places these people at risk, and will also to offer opportunities to address health needs. There is no other facility that offers these services in the Sound Shore communities.

Upon receipt by the Department of bonding authorization, design will be scheduled and is estimated that design will take nine (9) months to complete. It is anticipated that design will be completed using both in-house staff and consultants. It is estimated that construction will take eighteen (18) months to complete and will begin after award and execution of the construction contracts, subject to approval of construction financing by your Honorable Board.

The Planning Department has advised your Committee that based on its review, BSS22 may be classified as an "Unlisted" action under the State Environmental Quality Review Act ("SEQR") and its implementing regulations, 6 NYCRR Part 617. A Resolution, and proposed Negative Declaration, along with an Environmental Assessment Form, prepared by the Planning Department, are attached to assist your Honorable Board in complying with SEQR. Should your Honorable Board conclude that the proposed action will not have any significant impact on the

environment; it must approve the Resolution adopting the Negative Declaration prior to enacting the aforementioned Land Acquisition Act, Capital Budget Amendment and Bond Act.

In addition, Section 167.131 of the Laws of Westchester County mandates that a capital budget amendment that introduces a new capital project or changes the location, size or character of an existing capital project be accompanied to the Board of Legislators by a report of the Westchester County Planning Board (the "Planning Board") with respect to the physical planning aspects of the project. Accordingly, the Planning Board report for BSS22 is annexed.

Your Committee has carefully considered the proposed Land Acquisition Act, the Capital Budget Amendment, as well as the related Bond Act, and recommends approval of all of the proposed acts, noting that the Bond Act may only be enacted following adoption of the Capital Budget Amendment. It should also be noted that an affirmative vote of two-thirds of the members of your Honorable Board is required in order to amend the County's Capital Budget and to adopt the Bond Act.

Dated: _____, 2026
White Plains, New York

COMMITTEE ON

c/mb/7/17/26

WESTCHESTER COUNTY

Memorandum
Department of Planning

To: John Nonna, County Attorney

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

Cc: Emily Saltzman, Director of Operations
Tami Altschiller, Deputy County Attorney
Christopher Steers, Director of Real Estate
John R. Befus, First Deputy Commissioner of Social Services
Melissa-Jean Rotini, Esq., Deputy Commissioner of Planning
David S. Kvinge, AICP, RLA, CFM Assistant Commissioner of Planning
Matthew Castro, Chief Planner

Date: July 7, 2026

Re: Acquisition of the Oasis Emergency Overnight Shelter
19 Washington Ave, New Rochelle, NY 10801
Tax Parcel ID No. 4-1232-0036

Pursuant to Section 191.41 of the Laws of Westchester County ("LCWC"), this is the required report of the Commissioner of Planning on the proposed acquisition and subsequent rehabilitation of the Oasis Emergency Overnight Shelter located at 19 Washington Avenue in the City of New Rochelle identified on the City tax maps as Section 4, Block 1232, Lot 36 (the "Property"). Currently, this property is owned by the Church of St. Gabriel care of the Archdiocese of New York.

The County of Westchester ("the County") intends to acquire and rehabilitate this property on behalf of the Department of Social Services in an amount not to exceed $10,600,000 as a part of capital project **BSS22 Infrastructure Improvements to Shelter Facilities.** The Property currently consists of 80 shelter beds for individuals facing homelessness. The shelter is situated on a .35-acre site and consists of one building, three stories with a gross building area of approximately 7,482 square feet with adequate parking.

I recommend the acquisition and subsequent rehabilitation of the Property for the following reasons:

1. The acquisition of this Property will advance the County's effort to provide adequate, temporary shelter beds to individuals experiencing emergency homelessness;
2. The Property is consistent with the land use policies and regulations of the City of New Rochelle; and
3. Pursuant to Section 167.131 of the County Charter, at their regular monthly meeting of July 7, 2026, the County Planning Board amended its report on the 2026 Capital Budget, to acquire and subsequently rehabilitate said property adopting Resolution No. 2026-21.

Based on this record, I have no objection to the acquisition of the Oasis Emergency Overnight Shelter located at 19 Washington Avenue in New Rochelle.

Department of Public Works-Buildings Misc.

Department of Social Services

BSS22 Infrastructure Improvements to Shelter Facilities - Oasis Center

FIVE YEAR CAPITAL PROGRAM (in thousands)

Funding Type	Estimated Total Project Cost	Appropirated Amount	Expended/Obligated	2027	2028	2029	2030	2031	Under Review
Gross Amount	250	250							
Non-County Share									
Net County Amount	250	250							

Appropriations History (if applicable)

2025	Funds the project	250,000

Project Description

Oasis is an emergency overnight shelter for single adult men and women located at 19 Washington Avenue, New Rochelle. The 50-bed shelter offers temporary shelter and clean bedding for men and women who are faced with homelessness. WestCOP is the current county vendor operating the center. The space has fallen into disrepair. Oasis needs significant reinvestment to become a safe functional center for those who are housing insecure. The building is owned by the Archdiocese of NY (St. Gabriel/St. Joseph. Electrical work was recently completed. The roof needs $150,000 in repairs. The windows all need replacing, which will cost approximately $100,000. Additional repairs will also be required.

Project Justification

This project will assist towards achieving a safe functional center for those who are housing insecure.

Consistency with Programs and Plans

The project is generally consistent with the policies of "Westchester 2025", the County Planning Board's long- range land use policies, in that it is a capital improvement to keep physical equipment and facilities in good condition and extend their useful life.

Capital Budget Amendment Description

Funding is requested for the purchase of the property and shelter facility by Westchester County, as well as for design and construction for rehabilitation of the facility and associated relocation assistance.

Planning Board Recommendation

The Planning Board Recommends this 2026 Capital Budget Amendment for **BSS22 Infrastructure Improvements to Shelter Facilities - Oasis Center** per resolution number _____26-21_____ signed on the following date:__July 7, 2026_. The Planning Board designates this project as **PL2HP.**

Planning Board Comments

PL2HP: The Planning Board strongly supports the continuation of this program which helps to provide cost-effective service delivery.

The Planning Board recognizes that the Oasis Center is eligible for the listing on the National Register of Historic Places. Consideration of impacts to the historic character of the building should be given when proposing alterations to or rehabilitation of the building.

WESTCHESTER COUNTY

Memorandum
Department of Planning

TO: Carla Chaves, Senior Assistant County Attorney
Maximilian Zorn, Assistant County Attorney
Maria Baratta, Assistant County Attorney

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

DATE: July 9, 2026

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT BSS22 Infrastructure Improvements To Shelter Facilities - Oasis Center**

The Planning Department has reviewed the above referenced project (Fact Sheet Unique ID: 3272) in accordance with the State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617 (SEQR).

Pursuant to SEQR, this project has been classified as an Unlisted action. The County is the only involved agency with discretionary authority and, therefore, must serve as lead agency. To assist the Board of Legislators in complying with SEQR, a Short Environmental Assessment Form has been prepared for the project and is attached for consideration by the Board of Legislators.

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

DSK/cnm
Att.

cc: Emily Saltzman, Director of Operations
Paula Friedman, Assistant to the County Executive
Tami Altschiller, Assistant Chief Deputy County Attorney
Blanca P. Lopez, Commissioner of Planning
Dianne Vanadia, Associate Budget Director
John Befus, First Deputy Commissioner, Department of Social Services
Matthew Castro, Chief Planner
Claudia Maxwell, Principal Environmental Planner

RESOLUTION

WHEREAS, there is pending before this Honorable Board an Act to authorize the County of Westchester to purchase real property and undertake comprehensive rehabilitation and renovations, infrastructure upgrades and associated site work improvements at the premises commonly known as the Oasis Emergency Overnight Shelter, located at 19 Washington Avenue, New Rochelle, New York 10801, and identified as Section 4, Block 1232, Lot 36 on the tax maps of the City of New Rochelle (the "Proposed Action"); and

WHEREAS, this Honorable Board has determined that the Proposed Action 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 Proposed Action is classified as an "Unlisted action," which requires this Honorable Board to make a determination as to whether the proposed action will have a significant impact on the environment; and

WHEREAS, the County is the only involved agency with discretionary authority for this action and, therefore, is assuming the role of Lead Agency as permitted for Unlisted actions pursuant to Section 617.6(b)(4) of the implementing regulations; 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 Action; 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.

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 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:
Oasis Center Shelter Facility

Project Location (describe, and attach a location map):
19 Washington Avenue, New Rochelle, County of Westchester, New York

Brief Description of Proposed Action:
Acquisition of property (Section 4, Block 1232, Lot 36), consisting of approximately 0.35 acre of land containing a 2-3/4 story building with a gross area of approximately 7,482 square feet. The property is owned by the Church of St. Gabriel and the building was a former convent, which has been serving as an emergency homeless shelter via lease agreements with the Westchester Community Opportunity Program, Inc. since 2001. The action will include comprehensive building rehabilitation and renovations, infrastructure upgrades, and associated site work.

Name of Applicant or Sponsor:	Telephone: 914-995-4400
County of Westchester	E-Mail: dsk2@WestchesterCountyNY.gov

Address:
148 Martine Avenue

City/PO:	State:	Zip Code:
White Plains	NY	10601

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

3. a. Total acreage of the site of the proposed action? +/- 0.35 acres
   b. Total acreage to be physically disturbed? _____ acres
   c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 0 acres

4. Check all land uses that occur on, are adjoining or near the proposed action:
   ☒ Urban ☐ Rural (non-agriculture) ☐ Industrial ☐ Commercial ☒ Residential (suburban)
   ☐ Forest ☐ Agriculture ☐ Aquatic ☒ Other(Specify): Institutional/Public Assembly (religious/medical)
   ☐ Parkland

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

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

	NO	YES
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?		
If Yes, identify:	☑	☐

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

	NO	YES
9. Does the proposed action meet or exceed the state energy code requirements?		
If the proposed action will exceed requirements, describe design features and technologies:	☐	☑

	NO	YES
10. Will the proposed action connect to an existing public/private water supply?		
If No, describe method for providing potable water: _____	☐	☑

	NO	YES
11. Will the proposed action connect to existing wastewater utilities?		
If No, describe method for providing wastewater treatment: _____	☐	☑

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

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

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

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

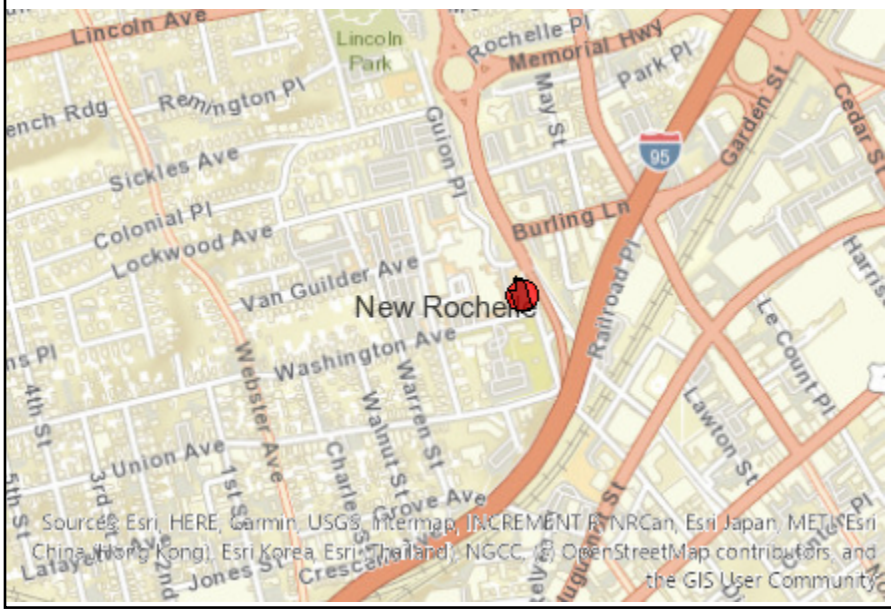
☐ Wetland ■ Urban ■ Suburban

	NO	YES
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered? Peregrine Falcon [This was an automated answer. Site is developed and does not support Peregrine Falcon.]	☐	✔
16. Is the project site located in the 100-year or 500-year flood plain?	✔	☐
17. Will the proposed action create storm water discharge, either from point or non-point sources?If Yes,	☐	✔
a. Will storm water discharges flow to adjacent properties?	✔	☐
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	☐	✔
If Yes, briefly describe: A small parking area of approximately 1,000 SF may be created onsite to serve the premises. If porous pavement is not used, then stormwater management will be incorporated prior to discharging to existing storm sewers.		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	✔	☐
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	✔	☐
20.Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: Automated answer. However, a search of the NYSDEC Remedial Site Database yielded no results.	☐	✔
21. Is the project located within, or within ½ mile of, a disadvantaged community?	☐	✔
If No, could impacts from the project affect a disadvantaged community?	☐	☐
If Yes to either question in 21, answer the following question.		
a. Identify the potential pollution impacts of the project, either direct or indirect, that may occur within the disadvantaged community (e.g., wastewater discharges, air emissions, noise, odors, solid or hazardous waste generation or management): There will be no new impacts as there will be no change in use.		

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

Applicant/sponsor/name: County of Westchester Date: July 9, 2026

Signature: Dan Kruge Title: Assistant Commissioner, Dept. of Planning



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



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	Yes
Part 1 / Question 12b [Archeological Sites]	No
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	Yes
Part 1 / Question 15 [Threatened or Endangered Animal - Name]	Peregrine Falcon
Part 1 / Question 16 [100 or 500 Year Floodplain]	No
Part 1 / Question 20 [Remediation Site]	Yes
Part 1 / Question 21 [Disadvantaged Community]	Yes

Agency Use Only [If applicable]

Project:	Oasis Center Shelter, NRO
Date:	July 2026

Short Environmental Assessment Form
Part 2 - Impact Assessment

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

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

Agency Use Only [If applicable]

Project: Oasis Center Shelter, NRO

Date: July 2026

Short Environmental Assessment FormPart 3 Determination of Significance

For every question in Part 2 that was answered "moderate to large impact may occur," or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

The proposed acquisition of the property by the County will not have a significant adverse impact as there will be no change in use. The site is fully developed with a building, surrounded by lawn and sidewalks. The property is in a heavily developed section of the City, adjacent to medical facilities, a church/school, and busy road corridors. The building has been serving as a emergency homeless shelter for over 20 years and will continue to serve in this capacity. As such, there will be no additional impact upon the disadvantaged community.

Acquisition of the property by the County will allow for much needed repairs and renovations to the existing building, which is well over 100 years old. The NYS Cultural Resource Information System identifies the property as eligible, but warranting re-evaluation based on new information. Across the street is the Church of St. Gabriel and it's rectory, both of which are National Register-eligible properties. The proposed building rehabilitation will aim towards preserving its historic character while seeking to incorporate more sustainable building systems.

There is currently no on-site parking. As such, a small parking lot that can hold approximately four cars is proposed to serve the facility, which may add approximately 1,000 square feet of impervious surface if permeable pavement is determined to be impractical. In such case, stormwater management measures will be added as appropriate. Other site improvements, including replacement of sidewalks, curbing and landscaping, along with the proposed building rehabilitation will serve to improve the overall condition of the property for the benefit of the neighborhood as well as the occupants. Improvements to the building's energy efficiency will also serve to benefit the environment.

☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation,that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.

☑ Check this box if you have determined, based on the information and analysis above, and any supporting documentation,that the proposed action will not result in any significant adverse environmental impacts.

County of Westchester	
Name of Lead Agency	Date
	Clerk of the Board of Legislators
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer in Lead Agency
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

ACT No. 2026

An Act amending the 2026 County Capital Budget Appropriations for Capital Project BSS22 INFRASTRUCTURE IMPROVEMENTS TO SHELTER FACILITIES - OASIS CENTER

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

Section 1. The Capital section of the 2026 County Budget is hereby amended as follows:

	Previous 2026 Appropriation	Change	Revised 2026 Appropriation
I. APPROPRIATION	$ 250,000	$ 11,100,000	$ 11,350,000

Section 2. The estimated method of financing in the Capital Section of the 2026 Westchester County Capital Budget is amended as follows:

II. METHOD OF FINANCING

Bonds and/or Notes	$ 250,000	$ 11,100,000	$ 11,350,000
Non County Shares	$ 0	$ 0	$ 0
Cash	$ 0	$ 0	$ 0
Total	$ 250,000	$ 11,100,000	$ 11,350,000

Section 3. The ACT shall take effect immediately.

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: BSS22 ☐ **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

Various Projects - Construction funding Flood Mitigation Program

☒ CAPITAL BUDGET AMENDMENT

SECTION B - BONDING AUTHORIZATIONS

To be completed by Finance

Total Principal: $ 11,100,000 **PPU:** 25 **Anticipated Interest Rate:** 3.75%

Anticipated Annual Cost (Principal and Interest)**:** $ 695,971

Total Debt Service (Annual cost x Term)**:** $ 17,399,275

Finance Department: Interest rates from July 9, 2026 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: 107

Prepared by: Thomas M. Rooney Jr.

Title: Reimbursement Manager

Department: Department of Social Services

Date: 07/16/2026

Approved By: Larry Soule Digitally signed by Larry Soule Date: 2026.07.23 15:00:15 -04'00'

Budget Director

Date:

REFERENCE BSS22

ACT NO. -20__

BOND ACT AUTHORIZING THE ISSUANCE OF $11,100,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE ACQUISITION OF THE PROPERTY AND BUILDING LOCATED AT 19 WASHINGTON AVENUE IN THE CITY OF NEW ROCHELLE; STATING THE ESTIMATED MAXIMUM COST THEREOF IS $11,100,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $11,100,000 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, $11,100,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the cost of the acquisition of the property and building at 19 Washington Avenue, in the City of New Rochelle, including the design and rehabilitation of the building, renovations and upgrades to the living and common areas, bathrooms and other functional living spaces, comprehensive building and site improvements, roofing and siding replacement, HVAC, plumbing, fire protection, electrical

system upgrades, structural repairs, lighting replacement, and replacement of main electrical panel and associated site work; all as set forth in the County's current year Capital Budget, as amended. To the extent that the details set forth in this act are inconsistent with any details set forth in the current year Capital Budget of the County, such Budget shall be deemed and is hereby amended. The estimated maximum cost of said objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof is $11,100,000. The plan of financing includes the issuance of $11,100,000 bonds herein authorized, and any bond anticipation notes issued in anticipation of the sale of such bonds, and the levy of a tax to pay the principal of and interest on said bonds.

Section 2. The existing building is of at least Class "B" construction as defined by Section 11.00 a. 11(b) of the Law, and the period of probable usefulness applicable to the specific object or purpose for which the bonds authorized by this resolution is to be issued within the limitations of Section 11.00 a. 12(a)(1) of the Law, is twenty-five (25) 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 $11,100,000. This Act is a declaration of official intent adopted pursuant to the requirements of Treasury Regulation Section 1.150-2.

Section 4. Subject to the provisions of this Act and of the Law, and pursuant to the provisions of §30.00 relative to the authorization of the issuance of bond anticipation notes

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

Section 5. Each of the bonds authorized by this Act and any bond anticipation notes issued in anticipation of the sale thereof shall contain the recital of validity prescribed by §52.00 of said Local Finance Law and said bonds and any notes issued in anticipation of said bonds shall be general obligations of the County of Westchester, payable as to both principal and interest by general tax upon all the taxable real property. 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.

* * *

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 $11,100,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE ACQUISITION OF THE PROPERTY AND BUILDING LOCATED AT 19 WASHINGTON AVENUE IN THE CITY OF NEW ROCHELLE; STATING THE ESTIMATED MAXIMUM COST THEREOF IS $11,100,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $11,100,000 BONDS HEREIN AUTHORIZED TO FINANCE SUCH COST; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted , 20___)

object or purpose: to finance the cost of the acquisition of the property and building at 19 Washington Avenue, in the City of New Rochelle, including the design and rehabilitation of the building, renovations and upgrades to the living and common areas, bathrooms and other functional living spaces, comprehensive building and site improvements, roofing and siding replacement, HVAC, plumbing, fire protection, electrical system upgrades, structural repairs, lighting replacement, and replacement of main electrical panel and associated site work; all as set forth in the County's current year Capital Budget, as amended.

amount of obligations to be issued:
and period of probable usefulness: $11,100,000; twenty-five (25) years

Dated: _____, 20__
White Plains, New York

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

ACT NO. _____ - 2026

AN ACT authorizing the County of Westchester to purchase real property commonly known as the Oasis Emergency Overnight Shelter, located at 19 Washington Avenue, New Rochelle, New York 10801, and identified as Section 4, Block 1232, Lot 36 on the tax maps of the City of New Rochelle.

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 real property commonly known as the Oasis Emergency Overnight Shelter, located at 19 Washington Avenue, New Rochelle, New York 10801, and identified as Section 4, Block 1232, Lot 36 on the tax maps of the City of New Rochelle (the "Premises"). The Premises consists of land area of approximately 15,246 square feet, and one building, three stories with a gross building area of approximately 7,482 square feet currently used as a community center (the "Facility"). The Facility on the Premises has approximately fifty (50) shelter beds and is currently fully leased to Westchester Community Opportunity Program, Inc.

§2. The amount to be paid for the purchase of the subject property shall not exceed ONE MILLION, TWO HUNDRED THOUSAND AND 00/100 DOLLARS ($1,200,000.00) DOLLARS.

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

§4. This Act shall take effect immediately.

Kenneth W. Jenkins
County Executive

Date: August 3, 2026

To: The Honorable Members of the Board of Legislators

From: Kenneth W. Jenkins, County Executive

RE: Bond act for capital project B0122 – Electrical Substation SE-21, Valhalla Campus

---

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

B0122 – Electrical Substation SE-21, Valhalla Campus ("B0122").

The proposed Capital Budget Amendment will amend the County's capital budget to increase the County share for B0122 by $750,000.00. The Department of Public Works and Transportation (the "Department") has advised that the additional funds are needed to cover increased equipment costs, along with the costs of fencing, landscaping, and enclosing the equipment in a utility shed.

The Amended Bond Act, in the total amount of $1,650,000.00, which includes $900,000.00 in previously authorized bonds of the County, would finance design, construction management, and construction costs associated with the replacement of the existing 15 KV high voltage transfer switch and transformer currently in the basement of Sunshine Cottage (which is leased to the New York Medical College for its Administration Building) with a new outside 15 KV high voltage transfer switch, transformer, and associated work.

The Department has advised that the existing switch and transformer is approximately fifty years old and has exceeded its useful life. Over the last ten years, the switch has experienced operational problems. The replacement of the switch will restore redundancy to the building(s) connected to these electrical feeders. The new outside switch and transformer will provide full accessibility for the maintenance and operation of the new equipment.

I have been advised that design is currently underway by a consultant and is expected to be completed by the third quarter of 2026. Construction is estimated to take approximately twelve months to complete and will begin after award and execution of the construction contract(s).

It should be noted that your Honorable Board has authorized the County to issue bonds for B0122 as follows: Bond Act No. 157-2021 in the amount of $900,000.00 to finance design, construction, and construction management costs associated with the project (the "2021 Bond Act"). Of this amount, $124,108.00 in previously authorized bonds have been issued, leaving $775,892.00

unissued under the 2021 Bond Act. Accordingly, it is now requested that Bond Act No. 157-2021 be amended to increase the amount authorized by $750,000.00, for a total authorized amount, as amended, of $1,650,000.00.

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

The Planning Department has advised that the Planning Board has previously reviewed B0122 and issued a report, and that since there is no change in the scope of the work and this is simply a change in the financing plan, no further action by the Planning Board is necessary at this time.

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

KWJ/HG/RA/mcz
Attachments

Reference B0122 (Unique ID# 3187)

HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER, NEW YORK

Your Committee is in receipt of a communication from the County Executive recommending approval by the County of Westchester (the "County") of an act which, if adopted, would amend the County's current-year capital budget ("Capital Budget Amendment"), as well as a related amended bond act (the "Amended Bond Act"), prepared by the law firm Hawkins, Delafield and Wood LLP, which would authorize the County to issue up to $1,650,000.00 in bonds of the County to finance capital project B0122 – Electrical Substation SE-21, Valhalla Campus ("B0122").

Your Committee is advised that the Capital Budget Amendment will amend the County's capital budget to increase the County share for B0122 by $750,000.00. The Department of Public Works and Transportation (the "Department") has advised your Committee that the additional funds are needed to cover increased equipment costs, along with the costs of fencing, landscaping, and enclosing the equipment in a utility shed.

The Amended Bond Act, in the total amount of $1,650,000.00, which includes $900,000.00 in previously authorized bonds of the County, would finance design, construction management, and construction costs associated with the replacement of the existing 15 KV high voltage transfer switch and transformer currently in the basement of Sunshine Cottage (which is leased to the New York Medical College for its Administration Building) with a new outside 15 KV high voltage transfer switch, transformer, and associated work.

The Department has advised that the existing switch and transformer is approximately fifty years old and has exceeded its useful life. Over the last ten years, the switch has experienced operational problems. The replacement of the switch will restore redundancy to the building(s) connected to these electrical feeders. The new outside switch and transformer will provide full accessibility for the maintenance and operation of the new equipment.

Your Committee is advised that design is currently underway by a consultant and is expected to be completed by the third quarter of 2026. Construction is estimated to take approximately twelve months to complete and will begin after award and execution of the construction contract(s).

It should be noted that your Honorable Board has authorized the County to issue bonds for B0122 as follows: Bond Act No. 157-2021 in the amount of $900,000.00 to finance design, construction, and construction management costs associated with the project (the "2021 Bond Act"). Of this amount, $124,108.00 in previously authorized bonds have been issued, leaving $775,892.00 unissued under the 2021 Bond Act. Accordingly, it is now requested that Bond Act No. 157-2021 be amended to increase the amount authorized by $750,000.00, for a total authorized amount, as amended, of $1,650,000.00.

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

The Planning Department has advised your Committee that the Planning Board has previously reviewed B0122 and issued a report, and that since there is no change in the scope of the work and this is simply a change in the financing plan, no further action by the Planning Board is necessary at this time.

The Planning Department has further advised that based on its review, B0122 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 amend the County's Capital Budget, as well as to adopt the Amended Bond Act.

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

Dated: _____, 2026.
White Plains, New York

COMMITTEE ON

s/mcz/8.3.26

WESTCHESTER COUNTY

Memorandum
Department of Planning

TO: Carla Chaves, Senior Assistant County Attorney
Maximilian Zorn, Assistant County Attorney
Maria Baratta, Assistant County Attorney

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

DATE: June 26, 2026

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT B0122 ELECTRICAL SUBSTATION SE-21, VALHALLA CAMPUS**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on 06/24/2026 (Unique ID: 3187**)**

With respect to the State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617, the Planning Department recommends that no environmental review is required for the proposed action, because the project or component of the project for which funding is requested may be classified as a **TYPE II action** pursuant to section(s):

- **617.5(c)(9):** construction or expansion of a primary or accessory/appurtenant, nonresidential structure or facility involving less than 4,000 square feet of gross floor area and not involving a change in zoning or a use variance and consistent with local land use controls, but not radio communication or microwave transmission facilities

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COMMENTS: None.

DSK/oav
cc: Emily Saltzman, Director of Operations
Paula Friedman, Assistant to the County Executive
Tami Altschiller, Assistant Chief Deputy County Attorney
Dianne Vanadia, Associate Budget Director
Robert Abbamont, Director of Operations, Department of Public Works & Transportation
Matthew Castro, Chief Planner
Claudia Maxwell, Principal Environmental Planner

ACT No. 2026

An Act amending the 2026 County Capital Budget Appropriations for Capital Project **8012** ELECTRICAL SUBSTATION SE-21, VALHALLA CAMPUS

An Act amending the 2026 County Capital Budget Appropriations for Capital Project **8012** IMPROVEMENTS TO STRUCTURE OASIS CENTER

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

Section 1. The Capital section of the 2026 County Budget is hereby amended as follows:

	Previous 2026 Appropriation	**Change**	**Revised 2026 Appropriation**
I. APPROPRIATION	$ 900,000	$ 750,000	$ 1,650,000

Section 2. The estimated method of financing in the Capital Section of the 2026 Westchester County Capital Budget is amended as follows:

II. METHOD OF FINANCING

Bonds and/or Notes	$ 900,000	$ 750,000	$ 1,650,000
Non County Shares	$ 0	$ 0	$ 0
Cash	$ 0	$ 0	$ 0
Total	$ 900,000	$ 750,000	$ 1,650,000

Section 3. The ACT shall take effect immediately.

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: B0122 ☐ **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

AMEND BA 157-2021

☒ CAPITAL BUDGET AMENDMENT

SECTION B - BONDING AUTHORIZATIONS

To be completed by Finance

Total Principal: $ 1,650,000 **PPU:** 10 **Anticipated Interest Rate:** 3.17%

Anticipated Annual Cost (Principal and Interest)**:** $ 195,259

Total Debt Service (Annual cost x Term)**:** $ 1,952,590

Finance Department: Interest rates from July 24, 2026 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: 18

Prepared by: Robert Abbamont

Title: Director of Operations (Capital)

Department: Public Works/Transportation

Date: 07/24/2026

Approved By: Larry Soule Digitally signed by Larry Soule Date: 2026.07.25 18:54:17 -04'00'

Budget Director

Date:

REFERENCE: B0122

ACT NO. -20_____

BOND ACT OF THE COUNTY OF WESTCHESTER, NEW YORK, AMENDING THE BOND ACT ADOPTED SEPTEMBER 20, 2021, IN RELATION TO THE REPLACEMENT OF A HIGH VOLTAGE TRANSFER SWITCH AND TRANSFORMER AT THE VALHALLA CAMPUS. (Adopted , 20_____).

WHEREAS, this Board has heretofore duly authorized the issuance of $900,000 bonds to finance the cost of the design, construction management and construction associated with the replacement of the existing 15 KV high voltage transfer switch and transformer currently in the basement of Sunshine Cottage (New York Medical College Administration Building) with a new outside 15 KV high voltage transfer switch, transformer and associated work, pursuant to Act No. 157-2021 duly adopted on September 20, 2021; and

WHEREAS, said Board has now determined that it is necessary to increase the appropriation and the amount of bonds authorized for such project;

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

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

"ACT NO. 157-2021

BOND ACT AUTHORIZING THE ISSUANCE OF $900,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE DESIGN, CONSTRUCTION MANAGEMENT AND CONSTRUCTION IN CONNECTION WITH THE REPLACEMENT OF A HIGH VOLTAGE TRANSFER SWITCH AND TRANSFORMER AT THE VALHALLA CAMPUS; STATING THE ESTIMATED MAXIMUM COST THEREOF IS $900,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $900,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS."

is hereby amended to read as follows:

BOND ACT AUTHORIZING THE ISSUANCE OF $1,650,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE DESIGN, CONSTRUCTION MANAGEMENT AND CONSTRUCTION IN CONNECTION WITH THE REPLACEMENT OF A HIGH VOLTAGE TRANSFER SWITCH AND TRANSFORMER AT THE VALHALLA CAMPUS; STATING THE ESTIMATED MAXIMUM COST THEREOF IS $1,650,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $1,650,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted , 20_____)

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

Section 1. Pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the "Law"), the Westchester County Administrative Code, being Chapter 852 of the Laws of 1948, as amended, and to the provisions of other laws applicable thereto; $1,650,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the cost of the design, construction management and construction associated with the replacement of the existing 15 KV high voltage transfer switch and transformer currently in the basement of Sunshine Cottage (New York Medical College Administration Building) with a new outside 15 KV high voltage transfer switch, transformer and associated work, all as set forth in the County's Current Year Capital Budget, as amended. To the extent that the details set forth in this act are inconsistent with any details set forth in the Current Year Capital Budget of the County, such Budget shall be deemed and is hereby amended. The estimated maximum cost of said specific object or purpose, including preliminary costs and costs incidental thereto and the financing thereof is $1,650,000. The plan of financing includes the issuance of $1,650,000 bonds herein authorized; and any bond anticipation notes issued in anticipation of the sale of such bonds and the levy of a tax to pay the principal of and interest on said bonds and notes.

Section 2. The period of probable usefulness of said specific object or purpose, within the limitations of Section 11.00 a. 13 of the Law, is ten (10) years;

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

proceeds of debt to be incurred by the County, pursuant to this Act, in the maximum amount of $1,650,000. This Act is a declaration of official intent adopted pursuant to the requirements of Treasury Regulation Section 1.150-2.

Section 4. The estimate of $1,650,000 as the estimated maximum cost of the aforesaid specific object or purpose is hereby approved.

Section 5. Subject to the provisions of this Act and of the Law, and pursuant to the provisions of §30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals thereof, and of §§50.00, 56.00 to 60.00 and 168.00 of said Law, the powers and duties of the County Board of Legislators relative to authorizing the issuance of any notes in anticipation of the sale of the bonds herein authorized, or the renewals thereof, relative to providing for substantially level or declining annual debt service, relative to prescribing the terms, form and contents and as to the sale and issuance of the respective amounts of bonds herein authorized, and of any notes issued in anticipation of the sale of said bonds or the renewals of said notes, and relative to executing agreements for credit enhancement, are hereby delegated to the Commissioner of Finance of the County, as the chief fiscal officer of the County.

Section 6. Each of the bonds authorized by this Act and any bond anticipation notes issued in anticipation of the sale thereof shall contain the recital of validity prescribed by §52.00 of said Local Finance Law and said bonds and any notes issued in anticipation of said bonds shall be general obligations of the County of Westchester, payable as to both principal and interest by general tax upon all the taxable real property within the County. The faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and any notes issued in anticipation of the sale of said bonds or the

renewals of said notes, and provision shall be made annually in the budgets of the County by appropriation for (a) the amortization and redemption of the notes and bonds to mature in such year and (b) the payment of interest to be due and payable in such year.

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

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

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

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

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

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

Section (B). The amendment of the bond act set forth in Section (A) of this act shall in no way affect the validity of the liabilities incurred, obligations issued, or action taken pursuant to said bond act, and all such liabilities incurred, obligations issued, or action taken shall be deemed to have been incurred, issued or taken pursuant to said bond act, as so amended.

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

* * *

LEGAL NOTICE

A Bond Act, a summary of which is published herewith, has been adopted by the Board of Legislators on September 20, 2021 and amended on _____, 20_____ and approved, as amended, by the County Executive on _____, 20_____ and the validity of the obligations authorized by such Bond Act may be hereafter contested only if such obligations were authorized for an object or purpose for which the County of Westchester, in the State of New York, is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this Notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the publication of this Notice, or such obligations were authorized in violation of the provisions of the Constitution.

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

ACT NO. _____-20_____

BOND ACT AUTHORIZING THE ISSUANCE OF $1,650,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE DESIGN, CONSTRUCTION MANAGEMENT AND CONSTRUCTION IN CONNECTION WITH THE REPLACEMENT OF A HIGH VOLTAGE TRANSFER SWITCH AND TRANSFORMER AT THE VALHALLA CAMPUS; STATING THE ESTIMATED MAXIMUM COST THEREOF IS $1,650,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $1,650,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (adopted on September 20, 2021 and amended on _____, 20_____)

object or purpose: to finance the cost of the design, construction management and construction associated with the replacement of the existing 15 KV high voltage transfer switch and transformer currently in the basement of Sunshine Cottage (New York Medical College Administration Building) with a new outside 15 KV high voltage transfer switch, transformer and associated work, all as set forth in the County's Current Year Capital Budget, as amended.

amount of obligations to be issued:
and period of probable usefulness: $1,650,000; ten (10) years

Dated: _____, 20_____
White Plains, New York

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

WESTCHESTER COUNTY

Memorandum
Office of the County Executive
Michaelian Office Building

To: The Honorable Members of the Board of Legislators

From: Kenneth W. Jenkins, County Executive

Date: August 3, 2026

RE: Amended Bond Act for capital project B0126 Generator Systems Replacement, Grasslands Campus (Unique ID 3254)

Transmitted herewith for your review and approval is an amended bond act ("Amended Bond Act") which, if adopted, would authorize the County of Westchester ("County") to issue additional bonds in the amount of $3,520,000.00 to finance the following capital project:

B0126 –Generator Systems Replacement, Grasslands Campus (3254) ("B0126").

The Amended Bond Act, in the total amount of $3,900,000.00, which includes $380,000.00 in previously authorized bonds of the County would finance the construction and construction management required to replace existing emergency generators, fuel tanks, and associated equipment at three facilities on the County's Grasslands Campus: the DOC F Unit (300kW generator), the DOC H Block (500kW generator), and the Jail Annex (250 kW generator).

The Department of Public Works & Transportation ("Department") has advised that the existing emergency generators and fuel tanks have reached the end of their useful service life and must be replaced.

Design is currently underway by in-house staff and is expected to be completed by the fourth quarter of 2026. Construction is estimated to take approximately thirty-six (36) months and will commence following the award and execution of the construction contract.

It should be noted that your Honorable Board has authorized the County to issue bonds for B0126 as follows: Bond Act No. 8-2024 to finance the cost of design associated with the replacement of emergency generators, underground fuel tanks, and the associated equipment at the Grasslands Campus. These bonds have not been sold. Accordingly, it is now requested that Bond Act No. 8-2024 be amended to increase the amount authorized by $3,520,000.00, for a total authorized amount, as amended, of $3,900,000.00, and to revise the scope of Bond Act No. 8-2024 to include work associated with the construction and construction management costs associated with B0126.

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

KWJ/HJG/RA/mb
Attachments

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

Reference B0126 (3254)

HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER, NEW YORK

Your Committee is in receipt of a transmission from the County Executive recommending approval by the County of Westchester ("County") of an amended bond act ("Amended Bond Act") which, if adopted, will authorize the County to issue up to $3,520,000.00 in additional bonds of the County to finance capital project B0126 –Generator Systems Replacement, Grasslands Campus (3254) ("B0126").

The Amended Bond Act in the total amount of $3,900,000.00, was prepared by the law firm Hawkins Delafield & Wood LLP, and includes $380,000.00 in previously authorized bonds of the County. The Amended Bond Act would finance the construction and construction management required to replace existing emergency generators, fuel tanks, and associated equipment at three facilities on the County's Grasslands Campus: the DOC F Unit (300kW generator), the DOC H Block (500kW generator), and the Jail Annex (250 kW generator).

The Department of Public Works & Transportation ("Department") has further advised your Committee that the existing emergency generators and fuel tanks have reached the end of their useful service life and must be replaced.

Design is currently underway by in-house staff and is expected to be completed by the fourth quarter of 2026. Construction is estimated to take approximately thirty-six (36) months and will commence following the award and execution of the construction contract.

It should be noted that your Honorable Board has authorized the County to issue bonds for B0126 as follows: Bond Act No. 8-2024 to finance the cost of design associated with the replacement of emergency generators, underground fuel tanks, and the associated equipment at the Grasslands Campus. These bonds have not been sold. Accordingly, it is now requested that Bond Act No. 8-2024 be amended to increase the amount authorized by $3,520,000.00, for a total authorized amount, as amended, of $3,900,000.00, and to revise the scope of Bond Act No. 8-2024 to include work associated with the construction and construction management costs associated with B0126.

The Department of Planning has advised your Committee that based on its review, the authorization of this capital project, B0116, may be classified as a Type "II" action pursuant to the State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617 ("SEQR"). Therefore, no environmental review is required. Your Committee has reviewed the annexed SEQR documentation and concurs with this recommendation.

Your Committee has carefully considered the Amended Bond Act, and recommends approval of the Amended Bond Act. It should be noted that an affirmative vote of two-thirds of the members of your Honorable Board is required in order to adopt the Amended Bond Act.

Dated: , 2026
White Plains, New York

COMMITTEE ON

c/mb7.24/26

WESTCHESTER COUNTY

Memorandum
Department of Planning

TO: Carla Chaves, Senior Assistant County Attorney
Maximilian Zorn, Assistant County Attorney
Maria Baratta, Assistant County Attorney

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

DATE: June 30, 2026

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT B0126 GENERATOR SYSTEMS REPLACEMENT, GRASSLANDS CAMPUS**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on 06/26/2026 (Unique ID: 3254**)**

With respect to the State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617, the Planning Department recommends that no environmental review is required for the proposed action, because the project or component of the project for which funding is requested may be classified as a **TYPE II action** pursuant to section(s):

- **617.5(c)(2):** replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building, energy, or fire codes unless such action meets or exceeds any of the thresholds in section 617.4 of this Part.

COMMENTS: None.

DSK/oav
cc: Emily Saltzman, Director of Operations
Paula Friedman, Assistant to the County Executive
Tami Altschiller, Assistant Chief Deputy County Attorney
Dianne Vanadia, Associate Budget Director
Robert Abbamont, Director of Operations, Department of Public Works & Transportation
Matthew Castro, Chief Planner
Claudia Maxwell, Principal Environmental Planner

REFERENCE: B0126

ACT NO. -20_____

BOND ACT OF THE COUNTY OF WESTCHESTER, NEW YORK, AMENDING THE BOND ACT ADOPTED FEBRUARY 5, 2024, IN RELATION TO THE REPLACEMENT OF EMERGENCY GENERATORS, UNDERGROUND FUEL TANKS AND ASSOCIATED EQUIPMENT AT THE GRASSLANDS CAMPUS. (Adopted , 20_____).

WHEREAS, this Board has heretofore duly authorized the issuance of $380,000 bonds to finance the cost of preparation of surveys, preliminary and detailed plans, specifications and estimates necessary for planning the replacement of emergency generators, fuel tanks and associated equipment at the Grasslands Campus, pursuant to Act No. 8-2024 duly adopted on February 5, 2024; and

WHEREAS, said Board has now determined that it is necessary to increase the appropriation and the amount of bonds authorized for such project, and to authorize the construction and construction management of such project;

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

Section (A). The bond act duly adopted by this Board on February 5, 2024, entitled:

"ACT NO. 8-2024

BOND ACT AUTHORIZING THE ISSUANCE OF $380,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF PREPARATION OF SURVEYS, PRELIMINARY AND DETAILED PLANS, SPECIFICATIONS AND ESTIMATES NECESSARY FOR PLANNING THE REPLACEMENT OF EMERGENCY GENERATORS, UNDERGROUND FUEL TANKS AND ASSOCIATED EQUIPMENT AT THE GRASSLANDS CAMPUS; STATING THE ESTIMATED MAXIMUM COST THEREOF IS $380,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $380,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS."

is hereby amended to read as follows:

BOND ACT AUTHORIZING THE ISSUANCE OF $3,900,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF CONSTRUCTION AND CONSTRUCTION MANAGEMENT OF THE REPLACEMENT OF EMERGENCY GENERATORS, UNDERGROUND FUEL TANKS AND ASSOCIATED EQUIPMENT AT THE GRASSLANDS CAMPUS, INCLUDING PREPARATION OF PLANS AND SPECIFICATIONS; STATING THE ESTIMATED MAXIMUM COST THEREOF IS $3,900,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $3,900,000 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 to the provisions of other laws applicable thereto, $3,900,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the cost of the replacement of generators, underground fuel tanks and associated equipment at the Grassland Campus, including preparation of surveys, preliminary and detailed plans, specifications and estimates necessary for planning, all as set forth in the County's Current Year Capital Budget, as amended. To the extent that the details set forth in this act are inconsistent with any details set forth in the Current Year Capital Budget of the County, such Budget shall be deemed and is hereby amended. The estimated maximum cost of said specific object or purpose, including preliminary costs and costs incidental thereto and the financing thereof is $3,900,000. The plan of financing includes the issuance of $3,900,000 bonds herein authorized; and any bond anticipation notes issued in anticipation of the sale of such bonds and the levy of a tax to pay the principal of and interest on said bonds and notes.

Section 2. The period of probable usefulness of said specific object or purpose, within the limitations of Section 11.00 a. 13 and 88(a) of the Law, is ten (10) years;

Section 3. Current funds are not required to be provided as a down payment pursuant to Section 107.00 d. 9. of the Law prior to issuance of the bonds authorized herein, or any bond anticipation notes issued in anticipation of the sale of such bonds. The County intends

to finance, on an interim basis, the costs or a portion of the costs of said improvements for which bonds are herein authorized, which costs are reasonably expected to be reimbursed with the proceeds of debt to be incurred by the County, pursuant to this Act, in the maximum amount of $3,900,000. 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 $3,900,000 as the estimated maximum cost of the aforesaid specific object or purpose is hereby approved.

Section 5. Subject to the provisions of this Act and of the Law, and pursuant to the provisions of §30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals thereof, and of §§50.00, 56.00 to 60.00 and 168.00 of said Law, the powers and duties of the County Board of Legislators relative to authorizing the issuance of any notes in anticipation of the sale of the bonds herein authorized, or the renewals thereof, relative to providing for substantially level or declining annual debt service, relative to prescribing the terms, form and contents and as to the sale and issuance of the respective amounts of bonds herein authorized, and of any notes issued in anticipation of the sale of said bonds or the renewals of said notes, and relative to executing agreements for credit enhancement, are hereby delegated to the Commissioner of Finance of the County, as the chief fiscal officer of the County.

Section 6. Each of the bonds authorized by this Act and any bond anticipation notes issued in anticipation of the sale thereof shall contain the recital of validity prescribed by §52.00 of said Local Finance Law and said bonds and any notes issued in anticipation of said bonds shall be general obligations of the County of Westchester, payable as to both principal and interest by general tax upon all the taxable real property within the County. The faith and credit

of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and any notes issued in anticipation of the sale of said bonds or the renewals of said notes, and provision shall be made annually in the budgets of the County by appropriation for (a) the amortization and redemption of the notes and bonds to mature in such year and (b) the payment of interest to be due and payable in such year.

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

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

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

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

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

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

Section (B). The amendment of the bond act set forth in Section (A) of this act shall in no way affect the validity of the liabilities incurred, obligations issued, or action taken pursuant to said bond act, and all such liabilities incurred, obligations issued, or action taken shall be deemed to have been incurred, issued or taken pursuant to said bond act, as so amended.

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

* * *

LEGAL NOTICE

A Bond Act, a summary of which is published herewith, has been adopted by the Board of Legislators on February 5, 2024 and amended on _____, 20_____ and approved, as amended, by the County Executive on _____, 20_____ and the validity of the obligations authorized by such Bond Act may be hereafter contested only if such obligations were authorized for an object or purpose for which the County of Westchester, in the State of New York, is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this Notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the publication of this Notice, or such obligations were authorized in violation of the provisions of the Constitution.

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

ACT NO. _____-20_____

BOND ACT AUTHORIZING THE ISSUANCE OF $3,900,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF CONSTRUCTION AND CONSTRUCTION MANAGEMENT OF THE REPLACEMENT OF EMERGENCY GENERATORS, UNDERGROUND FUEL TANKS AND ASSOCIATED EQUIPMENT AT THE GRASSLANDS CAMPUS, INCLUDING PREPARATION OF PLANS AND SPECIFICATIONS; STATING THE ESTIMATED MAXIMUM COST THEREOF IS $3,900,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $3,900,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS (adopted on February 5, 2024 and amended on _____, 20_____)

object or purpose: to finance the cost of the replacement of generators, underground fuel tanks and associated equipment at the Grassland Campus, including preparation of surveys, preliminary and detailed plans, specifications and estimates necessary for planning, 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: $3,900,000; ten (10) years

Dated: _____, 20_____
White Plains, New York

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

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: B0126 ☐ **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

AMEND BA 8-2024 ☐ CAPITAL BUDGET AMENDMENT

SECTION B - BONDING AUTHORIZATIONS

To be completed by Finance

Total Principal: $ 3,900,000 **PPU:** 10 **Anticipated Interest Rate:** 3.00%

Anticipated Annual Cost (Principal and Interest)**:** $ 457,829

Total Debt Service (Annual cost x Term)**:** $ 4,578,290

Finance Department: Interest rates from July 22, 2029 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: 42

Prepared by: Robert Abbamont

Title: Director of Operations (Capital)

Department: Public Works/Transportation

Date: 07/24/2026

Approved By: Larry Soule Digitally signed by Larry Soule Date: 2026.07.24 10:41:04 -04'00'

Budget Director

Date:

Kenneth W. Jenkins
County Executive

Date: August 3, 2026

To: The Honorable Members of the Board of Legislators

From: Kenneth W. Jenkins, County Executive

RE: Bond act for capital project RB03T – Greenwich Road Over Mianus River, Bedford

---

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

RB03T – Greenwich Road Over Mianus River, Bedford ("RB03T").

The Amended Bond Act, in the total amount of $5,850,000.00, which includes $1,000,000.00 in previously authorized bonds of the County, would finance the planning, construction management, and construction of a new Greenwich Road bridge over the Mianus River (the "Bridge"), located in the Town of Bedford. This project includes the removal and replacement of the existing concrete slab bridge with a new precast concrete beam bridge supported by pile-supported concrete abutments, as well as the installation of a waterproofing membrane, asphalt wearing surface, steel bridge railings, new pavement markings, and other related work.

The Department of Public Works ("Department") has advised that the Bridge, which was built in 1919, which has an annual daily traffic count ("AADT") of 4,071, is in need of rehabilitation to maintain a safe roadway for the traveling public. In 2025, the New York State Department of Transportation gave the Bridge a condition rating of 4.07, and the Bridge has continued to deteriorate. This rating system, using a scale of 1 ("hazardous") through 7 ("new"), is a weighted average of the condition of an evaluated bridge. A rating below 5 indicates that a bridge requires work and delay of this work could result in the continued deterioration of the bridge.

Design is currently being undertaken by a consultant and is expected to be completed by the fourth quarter of 2026. Construction is estimated to take approximately eighteen months and will begin after award and execution of the construction contracts.

It should be noted that your Honorable Board has authorized the County to issue bonds for RB03T as follows: Bond Act No. 166-2019 in the amount of $1,000,000.00 to finance the planning construction of the Bridge; including design and construction management costs. These bonds have not been sold. Accordingly, it is now requested that Bond Act No. 166-2019 be amended to increase the amount authorized by $4,850,000.00, for a total authorized amount, as amended, of $5,850,000.00, to revise the scope of Bond Act No. 166-2019 to include work associated with the construction phase of the project.

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

It should also be noted that your Honorable Board authorized the County to enter into a temporary easement agreement with the real property owners adjacent to the Bridge along Greenwich Road in the Town of Bedford, pursuant to Act No. 2026-94 approved by your Honorable Board at a meeting duly held on May 18, 2026.

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

KWJ/HJG/RA/mcz
Attachment

Reference RB03T (Unique ID# 3244)

HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER, NEW YORK

Your Committee is in receipt of a transmission from the County Executive recommending approval by the County of Westchester (the "County") of an amended bond act (the "Amended Bond Act"), which, if adopted, would authorize the County to issue up to $4,850,000.00 in additional bonds of the County to finance capital project RT03T – Greenwich Road Over Mianus River, Bedford ("RT03T").

The Amended Bond Act in the total amount of $5,850,000.00 was prepared by the law firm Harris Beach Murtha and includes $1,000,000.00 in previously authorized bonds of the County. The Bond Act would finance the planning, construction management, and construction of a new Greenwich Road bridge over the Mianus River (the "Bridge"), located in the Town of Bedford. This project includes the removal and replacement of the existing concrete slab bridge with a new precast concrete beam bridge supported by pile-supported concrete abutments, as well as the installation of a waterproofing membrane, asphalt wearing surface, steel bridge railings, new pavement markings, and other related work.

The Department of Public Works ("Department") has advised that the Bridge, which was built in 1919, which has an annual daily traffic count ("AADT") of 4,071, is in need of rehabilitation to maintain a safe roadway for the traveling public. In 2025, the New York State Department of Transportation gave the Bridge a condition rating of 4.07, and the Bridge has continued to deteriorate. This rating system, using a scale of 1 ("hazardous") through 7 ("new"), is a weighted average of the condition of an evaluated bridge. A rating below 5 indicates that a

bridge requires work and delay of this work could result in the continued deterioration of the bridge.

Design is currently being undertaken by a consultant and is expected to be completed by the fourth quarter of 2026. Construction is estimated to take approximately eighteen months and will begin after award and execution of the construction contracts.

It should be noted that your Honorable Board has authorized the County to issue bonds for RB03T as follows: Bond Act No. 166-2019 in the amount of $1,000,000.00 to finance planning construction costs for the Bridge; including design and construction management costs. These bonds have not been sold. Accordingly, it is now requested that Bond Act No. 166-2019 be amended to increase the amount authorized by $4,850,000.00, for a total authorized amount, as amended, of $5,850,000.00, to revise the scope of Bond Act No. 166-2019 to include work associated with the construction phase of the project.

It should also be noted that your Honorable Board authorized the County to enter a into temporary easement agreement with the real property owners adjacent to the Bridge along Greenwich Road in the Town of Bedford, pursuant to Act No. 2026-94 approved by your Honorable Board at a meeting duly held on May 18, 2026.

The Planning Department has advised your Committee that based on its review, RB03T has been classified as an "Unlisted" action under the State Environmental Quality Review Act ("SEQR"). This project was previously reviewed by your Honorable Board in connection with

the acquisition of temporary easements needed for construction. In accordance with SEQR, an Environmental Assessment Form was prepared on May 18, 2026, and a Negative Declaration was issued by your Honorable Board by Resolution No. 47-2026. Since the scope of work will remain the same, the Negative Declaration remains valid and no further environmental review is required.

Your Committee has carefully considered the Amended Bond Act, and recommends approval of the Amended Bond Act. It should be noted that an affirmative vote of two-thirds of the members of your Honorable Board is required in order to adopt the Amended Bond Act.

Dated: _____, 2026
White Plains, New York

COMMITTEE ON

c/mcz/8.3.26

WESTCHESTER COUNTY

Memorandum
Department of Planning

TO: Carla Chaves, Senior Assistant County Attorney
Maximilian Zorn, Assistant County Attorney
Maria Baratta, Assistant County Attorney

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

DATE: July 24, 2026

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT RB03T Greenwich Road Over Mianus River, Bedford (BIN 3347940)**

The Planning Department has reviewed the above referenced capital project (Fact Sheet Unique ID: 3244) in accordance with the State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617 (SEQR).

This project was previously reviewed by the Westchester County Board of Legislators in connection with the acquisition of temporary easements needed for construction. The project was classified as an Unlisted action under SEQR. In accordance with SEQR, an Environmental Assessment Form was prepared and on May 18, 2026, a Negative Declaration was issued by the Board of Legislators (Resolution 47-2026). Since the scope of work remains the same, the Negative Declaration remains valid and no further environmental review is required.

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

DSK/cnm

cc: Emily Saltzman, Director of Operations
Paula Friedman, Assistant to the County Executive
Tami Altschiller, Assistant Chief Deputy County Attorney
Dianne Vanadia, Associate Budget Director
Robert Abbamont, Director of Operations, Dept. of Public Works & Transportation
Matthew Castro, Chief Planner
Claudia Maxwell, Principal Environmental Planner

REFERENCE RB03T

ACT NO. -20___

BOND ACT OF THE COUNTY OF WESTCHESTER, NEW YORK, AMENDING AND RESTATING THE BOND ACT ADOPTED JUNE 20, 2019 IN RELATION TO FINANCING THE COST FOR THE CONSTRUCTION OF A NEW GREENWICH ROAD BRIDGE OVER THE MIANUS RIVER, LOCATED IN THE TOWN OF BEDFORD AT THE TOTAL ESTIMATED COST OF $5,850,000. (Adopted , 20___).

WHEREAS, this Board of Legislators (the "Board") has heretofore duly authorized the issuance of bonds to finance the planning costs for the construction of a new Greenwich Road bridge over the Mianus River, located in the Town of Bedford; at the estimated maximum cost of $1,000,000, pursuant to Act No. 166-2019 duly adopted on June 20, 2019, and it has now been determined that the period of probable usefulness of such planning may be increased so that it shall be equal to the period of probable usefulness of such improvements; and

WHEREAS, it is also now appropriate to authorize the costs of the construction of such improvements, and, as such, it is necessary to increase the appropriation for such project by $4,850,000 for a total maximum cost of $5,850,000; and

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

Section (A). The bond act duly adopted by this Board on June 20, 2019, entitled:

"(BOND) ACT NO. 166-2019

BOND ACT AUTHORIZING THE ISSUANCE OF $1,000,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF PLANNING CONSTRUCTION OF A NEW GREENWICH ROAD BRIDGE OVER THE MIANUS RIVER, LOCATED IN THE TOWN OF BEDFORD; STATING THE ESTIMATED MAXIMUM COST THEREOF IS $1,000,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $1,000,000 BONDS HEREIN AUTHORIZED TO FINANCE SUCH COST; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS)"

is hereby amended and restated to read as follows:

BOND ACT OF THE COUNTY OF WESTCHESTER, NEW YORK, AMENDING AND RESTATING THE BOND ACT ADOPTED JUNE 20, 2019 IN RELATION TO FINANCING THE COST FOR PLANNING AND CONSTRUCTION OF A NEW GREENWICH ROAD BRIDGE OVER THE MIANUS RIVER, LOCATED IN THE TOWN OF BEDFORD; STATING THE ESTIMATED MAXIMUM COST THEREOF IS $5,850,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $5,850,000 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, $5,850,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the cost of the planning and construction of a new Greenwich Road bridge over the Mianus River, located in the Town of Bedford, including construction management, the removal and replacement of existing concrete slab bridge with a new precast concrete beam and pile supported concrete abutments, including waterproofing membrane, asphalt wearing surface, steel bridge railing, new pavements markings, and related work; all as set forth in the County's current year Capital Budget, as amended. To the

extent that the details set forth in this act are inconsistent with any details set forth in the current year Capital Budget of the County, such Budget shall be deemed and is hereby amended. The estimated maximum cost of said objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof is $5,850,000. The plan of financing includes the issuance of $5,850,000 bonds herein authorized, and any bond anticipation notes issued in anticipation of the sale of such bonds, and the levy of a tax to pay the principal of and interest on said bonds.

Section 2. The period of probable usefulness applicable to the specific object or purpose for which the bonds authorized by this resolution are to be issued, within the limitations of Section 11.00 a. 10 of the Law, is forty (40) years.

Section 3. Current funds are not required to be provided as a down payment pursuant to Section 107.00 d. 9. of the Law prior to issuance of the bonds authorized herein, or any bond anticipation notes issued in anticipation of the sale of such bonds. The County intends to finance, on an interim basis, the costs or a portion of the costs of said improvements for which bonds are herein authorized, which costs are reasonably expected to be reimbursed with the proceeds of debt to be incurred by the County, pursuant to this Act, in the maximum amount of $5,850,000. This Act is a declaration of official intent adopted pursuant to the requirements of Treasury Regulation Section 1.150-2.

Section 4. Subject to the provisions of this Act and of the Law, and pursuant to the provisions of §30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals thereof, and of §§50.00, 56.00 to 60.00 and 168.00 of said Law, the powers and duties of the County Board of Legislators relative to authorizing the issuance of any notes in anticipation of the sale of the bonds herein authorized, or the renewals thereof, relative to

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

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

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

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

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

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

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

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

Section (B). The amendment and restatement of the bond act set forth in Section (A) of this act shall in no way affect the validity of the liabilities incurred, obligations issued, or action taken pursuant to said bond act, and all such liabilities incurred, obligations issued, or action taken shall be deemed to have been incurred, issued or taken pursuant to said bond act, as so amended.

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

* * *

LEGAL NOTICE

An amended and restated Bond Act, a summary of which is published herewith, originally adopted by the Board of Legislators on June 20, 2019 and amended on _____, 20___ and approved, as amended, by the County Executive on _____, 20___ and the validity of the obligations authorized by such Bond Act may be hereafter contested only if such obligations were authorized for an object or purpose for which the County of Westchester, in the State of New York, is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this Notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the publication of this Notice, or such obligations were authorized in violation of the provisions of the Constitution.

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

ACT NO. _____-20___

BOND ACT OF THE COUNTY OF WESTCHESTER, NEW YORK, AMENDING AND RESTATING THE BOND ACT ADOPTED JUNE 20, 2019 IN RELATION TO FINANCING THE COST FOR PLANNING AND CONSTRUCTION OF A NEW GREENWICH ROAD BRIDGE OVER THE MIANUS RIVER, LOCATED IN THE TOWN OF BEDFORD; STATING THE ESTIMATED MAXIMUM COST THEREOF IS $5,850,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $5,850,000 BONDS HEREIN AUTHORIZED TO FINANCE SUCH COST; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted , 20___).

object or purpose: to finance the cost for the planning and construction of a new Greenwich Road bridge over the Mianus River, located in the Town of Bedford, including construction management, the removal and replacement of existing concrete slab bridge with a new precast concrete beam and pile supported concrete abutments, including waterproofing membrane, asphalt wearing surface, steel bridge railing, new pavements markings, and related work; all as set forth in the County's 20___ Capital Budget, as amended

amount of obligations to be issued:
and period of probable usefulness: $5,850,000; forty (40) years

Dated: _____, 20___
White Plains, New York

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

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: RB03T ☐ **NO FISCAL IMPACT PROJECTED**

SECTION A - CAPITAL BUDGET IMPACT

To be completed by Budget

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

Source of County Funds (check one)**:** [X] CURRENT APPROPRIATIONS

AMEND BA 166-219 [ ] CAPITAL BUDGET AMENDMENT

SECTION B - BONDING AUTHORIZATIONS

To be completed by Finance

Total Principal: $ 5,850,000 **PPU:** 30 **Anticipated Interest Rate:** 4.01%

Anticipated Annual Cost (Principal and Interest)**:** $ 341,262

Total Debt Service (Annual cost x Term)**:** $ 10,237,860

Finance Department: Interest rates from July 16, 2026 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: 64

Prepared by: Robert Abbamont

Title: Director of Operations (Capital)

Department: Public Works/Transportation

Date: 07/16/2026

Approved By: Larry Soule Digitally signed by Larry Soule Date: 2026.07.22 14:54:03 -04'00'

Budget Director

Date:

Kenneth W. Jenkins
County Executive

Date: July 27, 2026

To: The Honorable Members of the Board of Legislators

From: Kenneth W. Jenkins, County Executive

RE: Bond act for capital project SY058 (3303) – Yonkers Joint WRRF Information Technology Infrastructure Upgrade

---

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 $850,000.00 to finance the following component of capital project:

SY058 (3303) – Yonkers Joint WRRF Information Technology Infrastructure Upgrade ("SY058").

The Bond Act, in the amount of $850,000.00, would finance the replacement and upgrade of the infrastructure cabling, fiber and network equipment and associated hardware to address several security vulnerabilities at the Yonkers Water Resource and Recovery Facility ("Facility").

The Department of Environmental Facilities ("Department"), working in coordination with the Department of Information and Technology, has advised that the infrastructure cabling, fiber and network equipment and associated hardware needs to be replaced and upgraded to support the operation and address various security vulnerabilities at the Facility, including, but not limited, to upgrading the closed-circuit television and access card readers.

Following bonding authorization, design will be scheduled and is anticipated to take three (3) months to complete. It is anticipated that the design work will be completed by a consultant. It is also estimated that construction will take six (6) months to complete and will begin after award and execution of the construction contracts.

It should be noted that your Honorable Board has previously authorized the County to issue bonds for SY058 as follows: Bond Act No. 93-2024, in the amount of $850,000.00, to finance infrastructure cabling, fiber and network equipment that provides data and communication services which support the operation of the facility.

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

KWJ/JCL1/cmc
Attachments

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

Reference SY058 (3303)

HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER, NEW YORK

Your Committee is in receipt of an amended and superseding bond act (the "Amended Bond Act") which, if adopted, would authorize the County of Westchester (the "County") to issue bonds in the amount of $850,000.00 to finance SY058 (3303) – Yonkers Joint WRRF Information Technology Infrastructure Upgrade ("SY058"). The Bond Act, in the amount of $850,000.00, prepared by the law firm of Norton Rose Fulbright US LLP, would finance the replacement and upgrade of the infrastructure cabling, fiber and network equipment that provides data, life safety and communication services that supports the operation of the Yonkers Water Resource and Recovery Facility ("Facility").

The Department of Environmental Facilities ("Department"), working in coordination with the Department of Information and Technology, has advised that the infrastructure cabling, fiber and network equipment and associated hardware needs to be replaced and upgraded to support the operation and address various security vulnerabilities at the Facility, including, but not limited, to upgrading the closed-circuit television and access card readers.

The Department has advised your Committee that following bonding authorization, design will be scheduled and is anticipated to take three (3) months to complete. It is also anticipated that the design work will be completed by a consultant. It is estimated that construction will take six (6) months to complete and will begin after award and execution of the construction contracts.

Your Committee is also advised that your Honorable Board has previously authorized the County to issue bonds for SY058 as follows: Bond Act No. 93-2024, in the amount of $850,000.00, to finance infrastructure cabling, fiber and network equipment that provides data and communication services which support the operation of the facility.

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

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

Dated: , 2026

White Plains, New York

COMMITTEE ON

c/cmc/07.23.26

WESTCHESTER COUNTY

Memorandum
Department of Planning

TO: Carla Chaves, Senior Assistant County Attorney
Maximilian Zorn, Assistant County Attorney
Maria Baratta, Assistant County Attorney

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

DATE: July 23, 2026

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT SY058 Yonkers Joint WRRF Information Technology Infrastructure Upgrade**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on 07/08/2026 (Unique ID: 3303**)**

With respect to the State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617, the Planning Department recommends that no environmental review is required for the proposed action, because the project or component of the project for which funding is requested may be classified as a **TYPE II action** pursuant to section(s):

- **617.5(c)(2):** replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building, energy, or fire codes unless such action meets or exceeds any of the thresholds in section 617.4 of this Part;
- **617.5(c)(31):** purchase or sale of furnishings, equipment or supplies, including surplus government property, other than the following: land, radioactive material, pesticides, herbicides, or other hazardous materials.

COMMENTS: None.

DSK/oav
cc: Emily Saltzman, Director of Operations
Paula Friedman, Assistant to the County Executive
Tami Altschiller, Assistant Chief Deputy County Attorney
Dianne Vanadia, Associate Budget Director
Jazmin Logan, Environmental Project Director - Capital Programs (DEF)
Robert Zambardino, Program Coordinator – Capital Programs (DEF)
Matthew Castro, Chief Planner
Claudia Maxwell, Principal Environmental Planner

NORTON ROSE FULBRIGHT

VIA EMAIL: cmcp@WestchesterCountyNY.gov

July 17, 2026

Carla M. Chaves, Esq.
Senior Assistant County Attorney
Westchester County Attorney's Office
148 Martine Avenue
White Plains, New York 10601

Norton Rose Fulbright US LLP
1301 Avenue of the Americas
New York, New York 10019-6022
United States

Uyen Poh
Partner
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uyen.poh @nortonrosefulbright.com

Tel +1 212 318 3000
Fax +1 212 318 3400
nortonrosefulbright.com

Re: County of Westchester, New York
Upgrades To Infrastructure Cabling, Fiber, And Other Equipment To Improve Security
Yonkers Joint Water Resource and Recovery Facility
$850,000 Bonds
Reference SY058

Dear Carla:

In accordance with your request, enclosed is a Bond Act authorizing the issuance of $850,000 bonds to pay the costs of replacing and upgrading infrastructure cabling, fiber, network equipment, and other equipment that supports the operations and improves the security of the Yonkers Joint Water Resource and Recovery Facility.

If acceptable in the present form, please see that this Bond Act is adopted by the affirmative vote of at least two-thirds of the entire voting strength of the Board of Legislators and that the legal notice of estoppel thereof, a summary form of which I enclose herewith for your convenience, is published once in the official newspaper of the County.

When available, kindly return to me a certified copy of the enclosed proceedings together with an original printer's affidavit of publication of the legal notice of estoppel of the Bond Act from the newspaper in which the same was published.

Very truly yours,

Uyen Poh

Enclosure

Fulbright & Jaworski LLP is a limited liability partnership registered under the laws of Texas. Fulbright & Jaworski LLP, Norton Rose Fulbright LLP, Norton Rose Fulbright Australia, Norton Rose Fulbright Canada LLP, Norton Rose Fulbright South Africa (incorporated as Deneys Reitz, Inc.), each of which is a separate legal entity, are members of Norton Rose Fulbright Verein, a Swiss Verein. Details of each entity, with certain regulatory information, are at nortonrosefulbright.com. Norton Rose Fulbright Verein helps coordinate the activities of the members but does not itself provide legal services to clients.

REFERENCE SY058

ACT NO. _____ - 2026

BOND ACT DATED _____, 2026.

A BOND ACT AUTHORIZING THE ISSUANCE OF $850,000 BONDS OF THE COUNTY OF WESTCHESTER, NEW YORK, TO PAY THE COST OF REPLACING AND UPGRADING INFRASTRUCTURE CABLING, FIBER, NETWORK EQUIPMENT AND OTHER EQUIPMENT THAT SUPPORTS THE OPERATIONS AND IMPROVES THE SECURITY OF THE YONKERS JOINT WATER RESOURCE AND RECOVERY FACILITY, FOR THE JOINT BENEFIT OF THE COUNTY'S SOUTH YONKERS, BRONX VALLEY, CENTRAL YONKERS, HUTCHINSON VALLEY, NORTH YONKERS, SAW MILL AND UPPER BRONX SANITARY SEWER DISTRICTS, IN AND FOR SAID COUNTY.

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

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

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

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

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

Section 1. For the class of objects or purposes of paying the costs of replacing and upgrading infrastructure cabling, fiber, network equipment, and other equipment that supports the operations and improves the security of the Yonkers Joint Water Resource and Recovery Facility, including incidental expenses in connection therewith, in and for the County, there are hereby authorized to be issued $850,000 bonds of said County pursuant to the provisions of the Local

Finance Law. To the extent that the details of the aforesaid class of objects or purposes set forth in this Bond Act are inconsistent with any details set forth in the current Capital Budget of the County, such Budget shall be deemed and is hereby amended to the extent inconsistent herewith.

Section 2. It is hereby determined that the maximum estimated cost of the aforesaid class of objects or purposes is $850,000, and that the plan for the financing thereof is by the issuance of the $850,000 bonds of said County authorized to be issued pursuant to this Bond Act.

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

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

Section 5. The faith and credit of the County are hereby irrevocably pledged for the payment of the principal of and interest on such obligations as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year. To the extent not paid from the assessment of properties assessable for this purpose in the County's South Yonkers, Bronx Valley, Central Yonkers, Hutchinson Valley, North Yonkers, Saw Mill and Upper Bronx Sanitary Sewer Districts, or other sources, there shall annually be levied on all the taxable real property of said County a tax sufficient to pay the principal of and interest on such obligations as the same become due and payable.

Section 6. Such bonds shall be in fully registered form and shall be signed in the name of the County by the manual or facsimile signature of the Commissioner of Finance and a facsimile

of the corporate seal shall be imprinted or impressed thereon and may be attested by the manual or facsimile signature of the County Clerk.

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

Section 8. The Commissioner of Finance is hereby further delegated the power to authorize the sale and issuance of the bonds authorized pursuant to this Bond Act (a) at a discount in the manner authorized by paragraphs e and f of Section 57.00 of the Local Finance Law, (b) at private sale pursuant to the applicable provisions of the Local Finance Law and any regulations of the New York State Comptroller appertaining thereto, including the private sale of bonds at a premium, (c) as capital appreciation bonds or term bonds at public sale or private sale pursuant to the applicable provisions of the Local Finance Law and any regulations of the New York State Comptroller appertaining thereto, and (d) at a variable rate of interest in the manner authorized by Section 54.90 of the Local Finance Law, including notes issued in anticipation thereof. The Commissioner of Finance is hereby authorized to enter into such agreements as said Commissioner of Finance shall determine reasonable and necessary to facilitate the issuance, sale, resale and, or repurchase of such bonds or notes pursuant to the provisions of Section 54.90 of the Local Finance Law. Such bonds and, or notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Commissioner of Finance.

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

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

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

Section 12. All other matters, except as provided herein relating to such bonds, including determining whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the County by the facsimile signature of the Commissioner of Finance, providing for the manual countersignature of a fiscal agent or of a designated official of the County), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be

determined by the Commissioner of Finance. It is hereby determined that it is to the financial advantage of the County not to impose and collect from registered owners of such bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by Section 52.00 of the Local Finance Law, as the Commissioner of Finance shall determine.

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

(1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or

(2) The provisions of law which should be complied with at the date of publication of this Bond Act are not substantially complied with,

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

(3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 14. This Bond Act shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150 - 2. Other than as specified in this Bond Act, no moneys are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 15. This Bond Act, which shall take effect immediately in accordance with the provisions of Section 33.10 of the Local Finance Law and as provided in Section 107.71 of the Westchester County Charter, shall be published in summary form in the official newspaper of said

County for purposes of this Bond Act, together with a notice of the Clerk of the Board of Legislators in substantially the form provided in Section 81.00 of the Local Finance Law.

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

AYES:

NOES:

ABSENT:

The Bond Act was thereupon declared duly adopted.

* * *

APPROVED BY THE COUNTY EXECUTIVE

_____

Date: _____, 2026

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

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

That I have compared the annexed extract of the minutes of the meeting of the Board of Legislators of said County, including the Bond Act contained therein, held on _____, 2026, with the original thereof on file in my office, and that the same is a true and correct transcript therefrom and of the whole of said original so far as the same relates to the subject matters therein referred to.

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

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

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

Newspaper and/or Other News Media	Date Given

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

Designated Location(s) of Posted Notices	Date of Posting

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County Board of Legislators on _____, 2026.

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

(CORPORATE SEAL)

LEGAL NOTICE

A Bond Act, a summary of which is published herewith, has been adopted by the Board of Legislators on _____, 2026 and approved by the County Executive on _____, 2026 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. _____-2026

A BOND ACT AUTHORIZING THE ISSUANCE OF $850,000 BONDS OF THE COUNTY OF WESTCHESTER, NEW YORK, TO PAY THE COST OF REPLACING AND UPGRADING INFRASTRUCTURE CABLING, FIBER, NETWORK EQUIPMENT AND OTHER EQUIPMENT THAT SUPPORTS THE OPERATIONS AND IMPROVES THE SECURITY OF THE YONKERS JOINT WATER RESOURCE AND RECOVERY FACILITY, FOR THE JOINT BENEFIT OF THE COUNTY'S SOUTH YONKERS, BRONX VALLEY, CENTRAL YONKERS, HUTCHINSON VALLEY, NORTH YONKERS, SAW MILL AND UPPER BRONX SANITARY SEWER DISTRICTS, IN AND FOR SAID COUNTY.

class of objects or purposes:	costs of replacing and upgrading infrastructure cabling, fiber, network equipment, and other equipment that supports the operations and improves the security of the Yonkers Joint Water Resource and Recovery Facility, including incidental expenses in connection therewith
period of probable usefulness:	thirty years
amount of obligations to be issued:	$850,000

Dated: _____, 2026
White Plains, New York

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

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: SY058 ☐ **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

Various Projects - Construction funding Flood Mitigation Program

☐ CAPITAL BUDGET AMENDMENT

SECTION B - BONDING AUTHORIZATIONS

To be completed by Finance

Total Principal: $ 850,000 **PPU:** 30 **Anticipated Interest Rate:** 4.27%

Anticipated Annual Cost (Principal and Interest)**:** $ 51,146

Total Debt Service (Annual cost x Term)**:** $ 1,534,380

Finance Department: Interest rates from July 24, 2026 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: 9

Prepared by: Dianne Vanadia

Title: Associate Budget Director

Department: Budget

Date: 07/27/2026

Approved By: Larry Soule Digitally signed by Larry Soule Date: 2026.07.27 16:14:19 -04'00'

Budget Director

Date:

Kenneth W. Jenkins
County Executive

Date: August 3, 2026

To: The Honorable Members of the Board of Legislators

From: Kenneth W. Jenkins, County Executive

RE: Lakeland Central School District Inter-Municipal Agreement For School Resource Officers 2026-2031

Transmitted herewith for your review and approval is an act (the "Act"), which, if adopted by your Honorable Board, would authorize the County of Westchester (the "County"), acting by and through its Department of Public Safety Services (the "Department"), to enter into an inter-municipal agreement (the "IMA") with Lakeland Central School District (the "District") to assign three uniformed County police officers to act as School Resource Officers ("SROs") at the following schools in the District: 1.) the Walter Panas High School; 2.) the Van Cortlandtville Elementary School; and 3.) the Lincoln-Titus Elementary School (each individually, a "School", or collectively, the "Schools"). The proposed IMA will commence on the first day of school in the 2026 -2027 school year and continue through the last day of school in the 2030-2031 school year (the "IMA Term"), as established by the District's annual school calendar.

I have been advised that the SROs' will work collaboratively with the District's administration, teachers, and counselors to assist in maintaining a safe and supportive learning environment and will work in collaboration with the Schools to address crime and disorder problems. The Department and the District will consult and mutually agree on areas patrolled by the SROs, the times of day of such patrols, and the methods used. The SROs assigned to the Schools will provide services on a full time basis. SROs will work eight hours per day on the days the Schools are in session. SRO services will be provided only during each school year occurring within the IMA Term (a "School Term").

In consideration for the services rendered, the District will pay the County the following total not-to-exceed amounts during each School Term, as set forth in the table below. The District will not be responsible for any overtime pay earned by an SRO in connection with his or her duties under the proposed IMA.

SCHOOL TERM	2026/2027	2027/2028	2028/2029	2029/2030	2030/2031
TOTAL (NOT-TO-EXCEED)	$827,592.00	$850,351.00	$873,736.00	$897,764.00	$922,452.00

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

I have been further advised that pursuant to the terms of the proposed IMA, each party will be responsible for indemnifying and defending the other party for claims arising from its own performance or failure to perform.

It should be noted that the IMA is exempt from the Westchester County Procurement Policy and Procedures pursuant to Section 3(a)(iii) thereof, which exempts from procurement contracts with "… any State and any political subdivision, agency or instrumentality thereof."

As your Honorable Board will recall, by Act No. 2021-142, the County was authorized to enter into an agreement with the District for the 2021-2026 school years for these same services. The District has requested the continuation of this arrangement and, as such, authority is sought to enter into the proposed IMA.

I believe the proposed IMA is in the best interest of the County and, therefore, recommend your favorable action on the annexed proposed Act.

KWJ/TR/SG/mcz
Attachment

HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER, NEW YORK

Your Committee is in receipt of a communication from the County Executive recommending the approval of an act (the "Act"), which, if adopted by your Honorable Board, would authorize the County of Westchester (the "County"), acting by and through its Department of Public Safety Services (the "Department"), to enter into an inter-municipal agreement (the "IMA") with Lakeland Central School District (the "District") to assign three uniformed County police officers to act as School Resource Officers ("SROs") at the following schools in the District: 1.) the Walter Panas High School; 2.) the Van Cortlandtville Elementary School; and 3.) the Lincoln-Titus Elementary School (each individually, a "School", or collectively, the "Schools"). The proposed IMA will commence on the first day of school in the 2026 -2027 school year and continue through the last day of school in the 2030-2031 school year (the "IMA Term"), as established by the District's annual school calendar.

Your Committee is advised that the SROs' will work collaboratively with the District's administration, teachers, and counselors to assist in maintaining a safe and supportive learning environment and will work in collaboration with the Schools to address crime and disorder problems. The Department and the District will consult and mutually agree on areas patrolled by the SROs, the times of day of such patrols, and the methods used. The SROs assigned to the Schools will provide services on a full time basis. SROs will work eight hours per day on the days the Schools are in session. SRO services will be provided only during each school year occurring within the IMA Term (a "School Term").

In consideration for the services rendered, the District will pay the County the following total not-to-exceed amounts during each School Term, as set forth in the table below. The District will not be responsible for any overtime pay earned by an SRO in connection with his or her duties under the proposed IMA.

SCHOOL TERM	2026/2027	2027/2028	2028/2029	2029/2030	2030/2031
TOTAL (NOT-TO-EXCEED)	$827,592.00	$850,351.00	$873,736.00	$897,764.00	$922,452.00

Your Committee is further advised that pursuant to the terms of the proposed IMA, each party will be responsible for indemnifying and defending the other party for claims arising from its own performance or failure to perform.

It should be noted that the IMA is exempt from the Westchester County Procurement Policy and Procedures pursuant to Section 3(a)(iii) thereof, which exempts from procurement contracts with "… any State and any political subdivision, agency or instrumentality thereof."

As your Honorable Board will recall, by Act No. 2021-142, the County was authorized to enter into an agreement with the District for the 2021-2026 school years for these same services. The District has requested the continuation of this arrangement and, as such, authority is sought to enter into the proposed IMA.

The Department of Planning has advised that the proposed IMA does not meet the definition of an action under New York State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617. Please refer to the memorandum from the Department of Planning dated January 9, 2026, which is on file with the Clerk of the Board of Legislators.

Your Committee has been advised that passage of the attached Act requires an affirmative vote of a majority of the members of your Honorable Board.

Your Committee has carefully considered the proposed Act and recommends your Honorable Board's favorable action on the annexed proposed Act.

Dated: _____, 2026
White Plains, New York

COMMITTEE ON

C:mcz.08.03.26

ACT NO. 2026 - __

An ACT authorizing the County of Westchester to enter into an inter-municipal agreement with Lakeland Central School District to assign three (3) uniformed County police officers to act as School Resource Officers at the Walter Panas High School, the Van Cortlandtville Elementary School, and the Lincoln-Titus Elementary School.

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 Services (the "Department"), is hereby authorized to enter into an inter-municipal agreement (the "IMA") with Lakeland Central School District (the "District") to assign three (3) uniformed County police officers to act as School Resource Officers ("SROs") at the following schools in the District: 1) the Walter Panas High School; 2) the Van Cortlandtville Elementary School; and 3) the Lincoln-Titus Elementary School (each individually, a "School", or collectively, the "Schools").

§2. The proposed IMA shall commence on the first day of school in the 2026-2027 school year and continue through the last day of school in the 2030-2031 school year ("IMA Term"), as established by the District's annual school calendar.

§3. The SROs' shall work collaboratively with the District's administration, teachers, and counselors to assist in maintaining a safe and supportive learning environment and shall work in collaboration with the Schools to address crime and disorder problems. The Department and the District shall consult and mutually agree on areas patrolled by the SROs, the times of day of such patrols, and the methods used. The SROs assigned to the Schools shall provide services on a full time basis. SROs shall work eight (8) hours per day on the days the Schools are in session. SRO services shall be provided only during each school year occurring within the IMA Term (a "School Term").

§4. In consideration for the services rendered, the District shall pay the County the following total not-to-exceed amounts during each School Term, as set forth in the table below. The District shall not be responsible for any overtime pay earned by an SRO in connection with his or her duties under the proposed IMA.

SCHOOL TERM	2026/2027	2027/2028	2028/2029	2029/2030	2030/2031
TOTAL (NOT-TO-EXCEED)	$827,592.00	$850,351.00	$873,736.00	$897,764.00	$922,452.00

§5. Pursuant to the terms of the proposed IMA, each party shall be responsible for indemnifying and defending the other party for claims arising from its own performance or failure to perform.

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

§7. This Act shall take effect immediately.

THIS AGREEMENT ("Agreement"), made _____, by and between:

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

and

LAKELAND CENTRAL SCHOOL DISTRICT, having an office and place of business at 1086 East Main Street, Shrub Oak, New York 10588 (hereinafter referred to as the "District")

(The "County" and the "District" shall hereinafter be collectively referred to as the "Parties", or individually as a "Party").

WITNESSETH:

WHEREAS, pursuant to New York State Education Law Section 2801-a, a school district is required to develop a comprehensive district-wide school safety plan, and, as part of such a plan, must include prevention and intervention strategies such as entering into collaborative arrangements with state and local law enforcement officials, designed to ensure that school safety officers and other security personnel are adequately trained in order to, among other things, de-escalate potentially violent situations; and

WHEREAS, the District desires to obtain the services of three (3) uniformed County Police Officers to act as School Resource Officers for certain schools in the District; and

WHEREAS, the County, acting by and through the Westchester County Department of Public Safety (the "Department"), is willing to provide such School Resource Officer services for compensation and based upon the terms herein provided.

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

Section 1. The County shall assign three (3) regularly employed uniformed County Police Officers, each to act as a School Resource Officer (collectively, the "SROs", or individually, an "SRO") at the following schools in the District: 1.) the Walter Panas High School; 2.) the Van Cortlandtville Elementary School; and 3.) the Lincoln-Titus Elementary School (individually, a "School", or collectively, the "Schools").

SROs shall work collaboratively with the District's administration, teachers and counselors to assist in maintaining a safe and supportive learning environment. The responsibilities of the SROs will include, but shall not be limited to:

(a) providing valuable resources to school staff members;
(b) fostering positive relationships with youth;
(c) helping develop strategies to resolve problems affecting youth;

(d) protecting all students so that they can reach their full potential;
(e) monitoring potential threats and behavioral issues and sharing information with school officials;
(f) providing active shooter/hostile event response;
(g) anticipating and providing guidance with school behavioral triage and threat assessment teams;
(h) assisting with school emergency management planning and multi-agency drill coordination;
(i) providing school and campus safety and security patrols;
(j) providing crisis intervention and response;
(k) providing counseling, mentoring and after-hour wellness checks for at risk youth;
(l) participating and facilitating educational support programs for students, parents and staff on safety- and crime prevention-related subjects;
(m) supporting arrival and dismissal safety and traffic management;
(n) testifying in court, and at school-related administrative hearings or proceedings, as needed, with respect to observations made or information acquired in connection with services performed pursuant to this Agreement; and
(o) investigating allegations of criminal incidents in accordance with the Department's policies and procedures (in compliance with law, regulation(s) or other directives of the NYS Education Department).

In addition, the SROs shall work in collaboration with the Schools to address crime and disorder problems. The SROs are not permitted to question or interview a student in the School unless the student's parent or guardian has been contacted and has been provided an opportunity to be present.

The SROs shall not participate in student searches conducted by a School. School officials may search a student based on reasonable suspicion. A law enforcement officer must meet a more stringent requirement of probable cause in order to justify a search and may also be required to first obtain a search warrant. If an SRO conducts or participates in a student search, the search may be invalidated for School purposes due to the heightened standard necessary for the search to be lawfully conducted. However, SROs may conduct searches under circumstances where a search by law enforcement is permitted by law.

Under New York State law, SROs may not serve as a School disciplinarian, may not administer discipline to students or be involved in the enforcement of School disciplinary infractions. SROs shall not use police powers to address School discipline issues. All student discipline shall be solely under the auspices and jurisdiction of each School and the District Administration.

Section 2. The SROs shall be assigned to each of the Schools on a full-time basis. SROs shall work eight (8) hours per day on the days the Schools are in session. Each SRO assigned pursuant to this Agreement shall be subject to the following:

(a) The SROs shall sign-in at each of the Schools' Main Offices upon arrival and sign-out at the same location upon departure at the end of the work day.

(b) It is understood by the Parties that the Department, in its discretion, may reassign an SRO from a School at any time in the event of an emergency.

(c) In the event that an SRO is absent on a school day, the Department will not be obligated to provide a substitute for that day. However, if an SRO is absent for more than five (5) consecutive school days, the Department will make reasonable efforts to provide periodic school patrols, as they are available, from its existing personnel. If a qualified substitute is available, the County shall provide a substitute.

(d) The Department has instructed each SRO to notify the School they have been assigned to and the Department of any absences, anticipated or otherwise, at the earliest possible time.

(e) The County shall not be obligated to provide the District with any monetary credit for time that an SRO is not at the School under any circumstances. Notwithstanding the above, if the County is unable to assign an officer to serve as an SRO within thirty (30) days after written notice from the District of the County's failure to assign a qualified officer for an extended period of time, this Agreement may be terminated by the District upon an additional thirty (30) days' written notice to the County. In such event, the County shall refund to the District a prorated amount for any amounts paid by the District for the period subsequent to the date of termination.

(f) SROs shall consult with and coordinate activities through the School principals or their authorized designees for the Schools to which they have been assigned.

(g) The District may request the removal and replacement of an assigned SRO for good cause. Good cause may include, but is not limited to, concerns regarding the SRO's conduct, performance, professionalism, interactions with students or staff, adherence to District policies, or failure to meet the expectations set forth in this Agreement. Any such request shall be made in writing to the Commissioner of the Department or his/her duly authorized designee (the "Commissioner"), who will determine appropriate action. If, in the District's judgment, the continued presence of the SRO is detrimental to the school environment or safety, the County agrees to reassign the SRO within a reasonable period of time and provide a qualified replacement as soon as practicable.

Section 3. This Agreement shall commence on the first day of school in the 2026-2027 school year and continue through the last day of school in the 2030-2031 school year (the "Agreement Term"), as established by the District's annual school calendar. SRO services shall be provided only during each school year occurring within the Agreement Term (a "School Term"). A "School Term" shall mean the period commencing on the first day of school and ending on the last day of school of each school year, as established by the District's annual school calendar.

Section 4. In consideration for the services rendered, the District will pay the County as follows:

(i) For the 2026/2027 School Term, an amount not to exceed Eight Hundred Twenty-Seven Thousand Five Hundred Ninety-Two and 00/100 ($827,592.00) Dollars,

payable in two (2) equal installments of Four Hundred Thirteen Thousand Seven Hundred Ninety-Six and 00/100 ($413,796.00) Dollars each.

(ii) For the 2027/2028 School Term, an amount not to exceed Eight Hundred Fifty Thousand Three Hundred Fifty-One and 00/100 ($850,351.00) Dollars, payable in two (2) equal installments of Four Hundred Twenty-Five Thousand One Hundred Seventy-Five and 50/100 ($425,175.50) Dollars each.

(iii) For the 2028/2029 School Term, an amount not to exceed Eight Hundred Seventy-Three Thousand Seven Hundred Thirty-Six and 00/100 ($873,736.00) Dollars, payable in two (2) equal installments of Four Hundred Thirty-Six Thousand Eight Hundred Sixty-Eight and 00/100 ($436,868.00) Dollars each.

(iv) For the 2029/2030 School Term, an amount not to exceed Eight Hundred-Ninety Seven Thousand Seven Hundred Sixty-Four and 00/100 ($897,764.00) Dollars, payable in two (2) equal installments of Four Hundred Forty-Eight Thousand Eight Hundred Eighty-Two and 00/100 ($448,882.00) Dollars each.

(v) For the 2030/2031 School Term, an amount not to exceed Nine Hundred Twenty-Two Thousand Four Hundred Fifty-Two and 00/100 ($922,452.00) Dollars, payable in two (2) equal installments of Four Hundred Sixty-One Thousand Two Hundred Twenty-Six and 00/100 ($461,226.00) Dollars each.

For the 2026/2027 School Term, the first installment shall be paid within thirty (30) days after execution of this Agreement, and the second installment shall be paid within six (6) months after payment of the first installment.

Payment for SRO services rendered during the remaining Agreement Term shall be made in two (2) equal installments per School Term. The first installment shall be due within ten (10) days after the first day of each School Term, and the second installment shall be due within six (6) months after payment of the first installment.

The District shall not be responsible for any overtime pay earned by an officer serving as an SRO in connection with his or her duties under this Agreement.

Section 5. It is understood and agreed that at all times each SRO shall remain an employee of the Department and shall be under the overall supervision of the Commissioner and shall follow all policies and procedures of the Department. The District acknowledges that each SRO shall remain responsive to the chain of command of the Department.

The County shall indemnify and hold harmless the District from any claims, suits, causes of action, damages or losses arising out of allegations of unfair or unlawful labor practices brought by an officer assigned as a SRO.

Section 6. The District agrees to procure and maintain insurance naming the County as additional insured, as provided and described in Schedule “A”, 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 “A,” the District agrees:

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

(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, except for that which was contributed to, caused by or resulting from the negligence of the County, and to bear all other costs and expenses related thereto; and

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

Section 7. This Agreement may be terminated by either Party by giving written notice of the termination to the other Party not less than thirty (30) days prior to the effective date of such termination.

Section 8. All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or sent by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by overnight courier), to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt. Notices shall be sent to the following:

To the County: Commissioner - Sheriff of Public Safety
Saw Mill River Parkway
Hawthorne, New York 10532

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

To the District: Superintendent
Lakeland Central School District
1086 East Main Street
Shrub Oak, New York 10588

Section 9. The failure of either Party to insist upon strict performance of any term, condition or covenant contained herein shall not be deemed a waiver of any rights or remedies that the Party may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions or covenants contained herein.

Section 10. 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.

Section 11. The District and the County agree that the District and its officers, employees, agents, subconsultants and/or consultants 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 District covenants and agrees that neither the District nor any of its officers, employees, agents, contractors, subconsultants and/or consultants will hold themselves out as, or claim to be, officers or employees of the County or any department, agency or unit thereof.

Section 12. 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.

Section 13. 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.

Section 14. This Agreement shall not be enforceable until signed by both Parties and approved by the Office of the County Attorney.

[NO FURTHER TEXT ON THIS PAGE/SIGNATURE
PAGE TO FOLLOW]

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

THE COUNTY OF WESTCHESTER

By_____
Terrance Raynor
Department of Public Safety
Commissioner

LAKELAND CENTRAL SCHOOL DISTRICT

By_____
Name:
Title:

Approved by the Westchester County Board of Legislators by Act No 2026-___at a meeting duly held on the __ day of ____, 2026.

Approved:

_____ _____
Assistant County Attorney Date
The County of Westchester
CON141821

DISTRICT'S ACKNOWLEDGEMENT

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

On this_____day of_____, 2026, before me personally came_____, to me known, and known to me to be the_____of _____ _____, the municipal corporation described in and which executed the within instrument, who being by me duly sworn did depose and say that he/she, the said _____ _____, resides at_____and that he/she is the _____of said municipal corporation.

_____
Notary Public County

CERTIFICATE OF AUTHORITY
(District)

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

_____of the _____
(Title) (*Name of District*)

(the "District") a corporation duly organized in good standing under the _____

_____
(*Law under which organized, e.g., the New York Village Law, Town Law, General Municipal Law*)

named in the foregoing agreement that_____who signed said
(*Person executing agreement*)

agreement on behalf of the District was, at the time of execution_____of
(Title of such person),

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

authority of its_____thereunto duly authorized,
(*Town Board, Village Board, City Council*)

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

_____
(Signature)

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

On this____day of_____, 2026, before me personally came _____
_____whose signature appears above, to me known, and know to be the
_____of_____,
(*Title*)
the municipal corporation described in and which executed the above certificate, who being by me duly sworn did depose and say that he, the said _____
resides at_____, and that
he/she is the_____of said municipal corporation.
(*Title*)

_____
Notary Public County

DRAFT

SCHEDULE "A"
STANDARD INSURANCE PROVISIONS
(APPLICABLE TO COUNTY AND SCHOOL DISTRICT – WILL NEED TO BE MODIFIED ACCORDINGLY)

1. Prior to commencing work, and throughout the term of the Agreement, the District shall obtain at its own cost and expense the required insurance as delineated below from insurance companies licensed in the State of New York, carrying a Best's financialrating of A or better. The District shall provide evidence of such insurance to the County of Westchester ("County"), either by providing a copy of policies and/or certificates as may be required and approved by the Director of Risk Management of the County ("Director"). The policies or certificates thereof shall provide that ten (10) days prior to cancellation or material change in the policy, notices of same shall be given to the Director either by overnight mail or personal delivery for all of the following stated insurance policies. All notices shall name the Replace 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 District shall upon notice to that effect from the County, promptly obtain a new policy, and submit the policy or the certificate as requested by the Director to the Office of Risk Management of the County for approval by the Director. Upon failure of the District to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated.

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

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

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

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

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

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

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

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

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

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

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

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

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 District shall be endorsed to contain the following clauses:

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

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

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

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

[NO FURTHER TEXT ON THIS PAGE]

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

SUBJECT: School Resource Officers - Lakeland SCD

X **NO FISCAL IMPACT PROJECTED**

OPERATING BUDGET IMPACT

SECTION A - FUND

X GENERAL FUND

AIRPORT FUND

SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense $ 827,592

Total Current Year Revenue $827,592

Source of Funds (check one): X Current Appropriations

Additional Appropriations

Transfer of Existing Appropriations

Other (explain)

Identify Accounts: 38-2000-1010/9230. Assign three uniformed police officers to act as School Resource Officers for the District.

Potential Related Operating Budget Expenses: Annual Amount $0

Describe:

Potential Related Operating Budget Revenues: Annual Amount $0

Describe: $0

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

Current Year: $0

Next Four Years: 2027 Expenses $850,351 and Revenue $850,351

2028 Expenses $873,736 and Revenue $873,736

2029 Expenses $897,764 and Revenue $897,764

2030 Expenses $922,452 and Revenue $922,452

Prepared by: Siva Gopalkrishna

Title: Director-Administrative Services

Department: Public Safety

Date: 06/30/2026

Approved by: Larry Soule Digitally signed by Larry Soule Date: 2026.07.28 14:29:13 -04'00'

Budget Director

Date: 07/01/2026

WESTCHESTER COUNTY

Kenneth W. Jenkins
County Executive

Date: July 29, 2026

To: The Honorable Members of the Board of Legislators

From: Kenneth W. Jenkins, County Executive

RE: Bond act for capital project B0125 (3273) – Infrastructure Rehabilitation, Record Center, Elmsford

---

Transmitted herewith for your review and approval is an amended bond act (the "Amended Bond Act") which, if adopted, would authorize the County of Westchester (the "County") to issue additional bonds in the amount of $2,500,000.00 to finance the construction component of the following capital project:

B0125 (3273) – Infrastructure Rehabilitation, Record Center, Elmsford ("B0125").

The Amended Bond Act, in the total amount of $2,850,000.00, which includes $350,000.00 in previously authorized bonds of the County, will finance the cost of construction and construction management services associated with the replacement of the existing 30-ton rooftop HVAC unit, including related work at the County's Record Center in Elmsford.

The Department of Public Works and Transportation (the "Department") has advised that the existing HVAC unit is 33+ years old and is at the end of its useful life. The new unit will be a heat pump type unit with variable air volume, demand ventilation, and heat recovery, and will utilize the latest control strategies.

Design of the project is currently underway by a consultant and is expected to be completed by the third quarter of 2026. Construction is estimated to take approximately nine (9) months and will commence following the award and execution of the construction contract.

It should be noted that your Honorable Board has previously authorized the County to issue bonds for B0125 as follows: Bond Act No. 11-2024, in the amount of $350,000.00, to finance the design portion of this project. No bonds have been sold under Bond Act No. 11-2024. Accordingly, it is now requested to amend Bond Act No. 11-2024 to increase the initial amount authorized thereunder by $2,500,000.00, for a total authorized amount, as amended, of $2,850,000.00, to expand the scope of services to include construction and construction management associated with the replacement of the existing 30-ton rooftop HVAC unit.

Based on the importance of this project to the County, favorable action on the proposed Amended Bond Act is most respectfully requested.
KWJ/EFS/cmc
w. Attach.

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

Reference B0125 (3273)

HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER, NEW YORK

Your Committee is in receipt of an amended bond act (the "Amended Bond Act") which, if adopted, would authorize the County of Westchester (the "County") to issue additional bonds in the total amount of $2,850,000.00, which includes $350,000.00 in previously authorized bonds of the County, to finance the construction component of capital project B0125 (3273) – Infrastructure Rehabilitation, Record Center, Elmsford ("B0125"). The Amended Bond Act, which was prepared by the law firm Hawkins Delafield & Wood LLC, will finance the cost of construction and construction management services associated with the replacement of the existing 30-ton rooftop HVAC unit, including related work at the County's Record Center in Elmsford.

The Department of Public Works and Transportation (the "Department") has advised that the existing HVAC unit is 33+ years old and is at the end of its useful life. The new unit will be a heat pump type unit with variable air volume, demand ventilation, and heat recovery, and will utilize the latest control strategies.

The Department has advised your Committee that the design of the project is currently underway by a consultant and is expected to be completed by the third quarter of 2026. Construction is estimated to take approximately nine (9) months and will commence following the award and execution of the construction contract.

Your Committee notes that your Honorable Board has previously authorized the County to issue bonds for B0125 as follows: Bond Act No. 11-2024, in the amount of $350,000.00, to finance the design portion of this project. No bonds have been sold under Bond Act No. 11-2024. Accordingly, it is now requested to amend Bond Act No. 11-2024 to increase the initial amount authorized thereunder by $2,500,000.00, for a total authorized amount, as amended, of $2,850,000.00, to expand the scope of services to include construction and construction

management associated with the replacement of the existing 30-ton rooftop HVAC unit, including related work, and to increase the period of probable usefulness of said bonds.

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

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

Dated: , 2026

White Plains, New York

COMMITTEE ON

c/cmc/07.27.2026

WESTCHESTER COUNTY

Memorandum
Department of Planning

TO: Carla Chaves, Senior Assistant County Attorney
Maximilian Zorn, Assistant County Attorney
Maria Baratta, Assistant County Attorney

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

DATE: June 30, 2026

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT B0125 Infrastructure Rehabilitation, Record Center, Elmsford**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on 06/25/2026 (Unique ID: 3273**)**

With respect to the State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617, the Planning Department recommends that no environmental review is required for the proposed action, because the project or component of the project for which funding is requested may be classified as a **TYPE II action** pursuant to section(s):

- **617.5(c)(2):** replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building, energy, or fire codes unless such action meets or exceeds any of the thresholds in section 617.4 of this Part.

COMMENTS: None.

DSK/oav
cc: Emily Saltzman, Director of Operations
Paula Friedman, Assistant to the County Executive
Tami Altschiller, Assistant Chief Deputy County Attorney
Dianne Vanadia, Associate Budget Director
Robert Abbamont, Director of Operations, Department of Public Works & Transportation
Matthew Castro, Chief Planner
Claudia Maxwell, Principal Environmental Planner

REFERENCE: B0125

ACT NO. -20_____

BOND ACT OF THE COUNTY OF WESTCHESTER, NEW YORK, AMENDING THE BOND ACT ADOPTED FEBRUARY 5, 2024, IN RELATION TO THE CONSTRUCTION AND CONSTRUCTION MANAGEMENT FOR THE REPLACEMENT OF THE EXISTING 30-TON ROOFTOP UNIT, INCLUDING ALL RELATED WORK, AT THE MAXIMUM ESTIMATED COST OF $2,850,000. (Adopted , 20_____).

WHEREAS, this Board has heretofore duly authorized the issuance of bonds in the principal amount of $350,000 to finance the cost of preparation of surveys, preliminary and detailed plans, specifications and estimates necessary for planning the replacement of the existing 30-ton HVAC rooftop unit and associated work at the County Records Center in Elmsford, pursuant to Bond Act No. 11-2024 duly adopted on February 5, 2024; and

WHEREAS, it has now been determined that it is in the best interests of the County to amend Bond Act No. 11-2024 by increasing the scope of work to include the construction and construction management associated with the replacement of the existing 30-ton rooftop HVAC unit at the County Records Center in Elmsford and increasing the principal amount of bonds authorized;

NOW, THEREFORE;

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

Section (A). The bond act duly adopted by this Board on February 5, 2024, entitled:

"ACT NO. 11-2024

BOND ACT AUTHORIZING THE ISSUANCE OF $350,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF PREPARATION OF SURVEYS, PRELIMINARY AND DETAILED PLANS, SPECIFICATIONS AND ESTIMATES NECESSARY FOR PLANNING THE REPLACEMENT OF THE EXISTING 30-TON HVAC ROOFTOP UNIT AT THE RECORDS CENTER IN ELMSFORD; STATING THE ESTIMATED MAXIMUM COST THEREOF IS $350,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $350,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS."

is hereby amended to read as follows:

BOND ACT AUTHORIZING THE ISSUANCE OF $2,850,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE CONSTRUCTION AND CONSTRUCTION MANAGEMENT FOR THE REPLACEMENT OF THE EXISTING 30-TON ROOFTOP UNIT AT THE RECORDS CENTER IN ELMSFORD, INCLUDING ALL RELATED WORK, STATING THE ESTIMATED MAXIMUM COST THEREOF IS $2,850,000, STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $2,850,000 BONDS HEREIN AUTHORIZED, AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS (Adopted , 20_____)

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

Section 1. Pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the "Law"), the Westchester County Administrative Code, being Chapter 852 of the Laws of 1948, as amended, and to the provisions of other laws applicable thereto; $2,850,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the construction and construction management for the replacement of the existing 30-ton rooftop unit at the County Records Center in Elmsford, including preliminary planning and related work in connection therewith, all as set forth in the County's Current Year Capital Budget, as amended. To the extent that the details set forth in this act are inconsistent with any details set forth in the Current Year Capital Budget of the County, such Budget shall be deemed and is hereby amended. The estimated maximum cost of said specific object or purpose, including preliminary costs and costs incidental thereto and the financing thereof is $2,850,000. The plan of financing includes the issuance of $2,850,000 bonds herein authorized; and any bond anticipation notes issued in anticipation of the sale of such bonds and the levy of a tax to pay the principal of and interest on said bonds and notes.

Section 2. The periods of probable usefulness ("PPU") of the objects or purposes for which said $2,850,000 bonds authorized by this Act are to be issued, within the limitations of Section 11.00 a. 13 of the Law, is ten (10) years:

Section 3. Current funds are not required to be provided as a down payment pursuant to Section 107.00 d. 9. of the Law prior to issuance of the bonds authorized herein, or

any bond anticipation notes issued in anticipation of the sale of such bonds. The County intends to finance, on an interim basis, the costs or a portion of the costs of said improvements for which bonds are herein authorized, which costs are reasonably expected to be reimbursed with the proceeds of debt to be incurred by the County, pursuant to this Act, in the maximum amount of $2,850,000. This Act is a declaration of official intent adopted pursuant to the requirements of Treasury Regulation Section 1.150-2.

Section 4. The estimate of $2,850,000 as the estimated total cost of the aforesaid objects or purposes is hereby approved.

Section 5. Subject to the provisions of this Act and of the Law, and pursuant to the provisions of §30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals thereof, and of §§50.00, 56.00 to 60.00 and 168.00 of said Law, the powers and duties of the County Board of Legislators relative to authorizing the issuance of any notes in anticipation of the sale of the bonds herein authorized, or the renewals thereof, relative to providing for substantially level or declining annual debt service, relative to prescribing the terms, form and contents and as to the sale and issuance of the respective amounts of bonds herein authorized, and of any notes issued in anticipation of the sale of said bonds or the renewals of said notes, and relative to executing agreements for credit enhancement, are hereby delegated to the Commissioner of Finance of the County, as the chief fiscal officer of the County.

Section 6. Each of the bonds authorized by this Act and any bond anticipation notes issued in anticipation of the sale thereof shall contain the recital of validity prescribed by §52.00 of said Local Finance Law and said bonds and any notes issued in anticipation of said bonds shall be general obligations of the County of Westchester, payable as to both principal and

interest by general tax upon all the taxable real property within the County. The faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and any notes issued in anticipation of the sale of said bonds or the renewals of said notes, and provision shall be made annually in the budgets of the County by appropriation for (a) the amortization and redemption of the notes and bonds to mature in such year and (b) the payment of interest to be due and payable in such year.

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

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

(b) the provisions of law which should be complied with at the date of the publication of this Act or a summary hereof, are not substantially complied with, and an action, suit or proceeding contesting such validity, is commenced within twenty days after the date of such publication, or

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

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

Section (B). The amendment of the bond act set forth in Section (A) of this act shall in no way affect the validity of the liabilities incurred, obligations issued, or action taken pursuant to said bond act, and all such liabilities incurred, obligations issued, or action taken shall be deemed to have been incurred, issued or taken pursuant to said bond act, as so amended.

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

* * *

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

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

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

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

(SEAL)

LEGAL NOTICE

A Bond Act, a summary of which is published herewith, has been adopted by the Board of Legislators on February 5, 2024 and amended on _____, 20_____ and approved, as amended, by the County Executive on _____, 20_____ and the validity of the obligations authorized by such Bond Act may be hereafter contested only if such obligations were authorized for an object or purpose for which the County of Westchester, in the State of New York, is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this Notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the publication of this Notice, or such obligations were authorized in violation of the provisions of the Constitution.

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

ACT NO. _____-20_____

BOND ACT AUTHORIZING THE ISSUANCE OF $2,850,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE CONSTRUCTION AND CONSTRUCTION MANAGEMENT FOR THE REPLACEMENT OF THE EXISTING 30-TON ROOFTOP UNIT AT THE RECORDS CENTER IN ELMSFORD, INCLUDING ALL RELATED WORK, STATING THE ESTIMATED MAXIMUM COST THEREOF IS $2,850,000, STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $2,850,000 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 construction and construction management for the replacement of the existing 30-ton rooftop unit at the County Records Center in Elmsford, including preliminary planning and related work in connection therewith at the estimated maximum cost of $2,850,000, all as set forth in the County's Current Year Capital Budget, as amended.

amount of obligations to be issued:
and period of probable usefulness: $2,850,000; ten (10) years

Dated: _____, 20_____
White Plains, New York

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

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: B0125 ☐ **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

AMEND BA 11-2024 ☐ CAPITAL BUDGET AMENDMENT

SECTION B - BONDING AUTHORIZATIONS

To be completed by Finance

Total Principal: $ 2,850,000 **PPU:** 10 **Anticipated Interest Rate:** 3.17%

Anticipated Annual Cost (Principal and Interest)**:** $ 337,325

Total Debt Service (Annual cost x Term)**:** $ 3,373,250

Finance Department: Interest rates from July 24, 2026 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: 31

Prepared by: Robert Abbamont

Title: Director of Operations (Capital)

Department: Public Works/Transportation

Date: 07/24/2026

Approved By: Larry Soule Digitally signed by Larry Soule Date: 2026.07.28 14:29:12 -04'00'

Budget Director

Date:

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 in furtherance of the New Homes Land Acquisition III (2024-33) ("NHLA" or "Capital Project BPL37") and the Housing Implementation Fund II ("HIF" or "Capital Project BPL1A") to provide funds to assist in the acquisition of property and construction of infrastructure improvements, respectively.

1. Land Purchase and Conveyance. An Act (the "Land Acquisition Act") to authorize the purchase and subsequent conveyance of approximately +/- 0.32 acres of real property located at 81 Elliott Avenue in the City of Yonkers (the "Property") to 81 Elliott Avenue Housing Development Fund Corporation, Inc., 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 homeownership 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 proposed Affordable AFFH Units be marketed and sold in accordance with an approved affordable fair housing marketing plan to eligible households. Three (3) of the units will be available to eligible households with income at or below 80% of the Westchester County area median income ("AMI") and the remaining six (6) units will be available to eligible households with income at or below 65% of AMI. The Affordable 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 four-story

building with nine (9) Affordable AFFH Units (the "Development"). The Development will include 1 two-bedroom, 5 three-bedroom and 3 four-bedroom units and other related improvements.

2. Acquisition Financing. A New Homes Land Acquisition Bond Act (the "NHLA Bond Act"), prepared by the law firm Hawkins Delafield & Wood LLP, to authorize the issuance of bonds of the County, in a total amount not to exceed $670,000, 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 $630,000 to purchase the Property from the current owner(s) of record to allow for the construction of the Development and an additional $40,000 to pay for County administrative costs.

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 the Affordable AFFH Units. The infrastructure improvements will include, but not be limited to, on-site and off-site paving, curbing, sidewalks, storm water detention, drainage systems, sanitary sewer lines, water lines, lighting, signage, landscaping and construction management (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, among 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, marketed and sold in accordance thereto for a period of not less than fifty (50) years. For this Development, the declaration of restrictive covenants will be filed at the time when the County takes ownership of the Development site.

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"), prepared by the law firm Hawkins Delafield & Wood LLP, to authorize the issuance of bonds of the County in an amount not-to-exceed $762,500, 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 $762,500 (the "County Funds") for the Infrastructure Improvements, which includes $62,500 to cover the County's administrative costs.

Planning has further advised that additional funding for the Development, with an estimated total cost of approximately $7,150,084 is anticipated to be provided through the following funding sources including additional County assistance through the County Housing Flex Fund totaling $1,060,000:

a) HCR Community Controlled Affordable Housing program and Affordable Homeownership Opportunity Program subsidy;
b) sale proceeds;
c) insurance proceeds; and
d) deferred developer fee.

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. The report of the Planning Board is annexed hereto. On June 2, 2026, the Planning Board adopted Resolutions No. 26-17 and No. 26-18 which recommended the County provide NHLA funding and HIF funding, respectively, in connection with this project. In addition, in accordance with LWC Section 191.41, the Commissioner of Planning has provided a report, which is 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 and its implementing regulations, 6 NYCRR Part 617 ("SEQR") have been met. Planning has advised that pursuant to recent amendments to Article 8 of New York State Environmental Conservation Law ("NYS ECL"), the proposed housing development project may be considered a qualified action under Section 8-011 (5-a)(b)(ii), which is now exempt from the requirements of environmental quality review.. Therefore, in accordance with NYS ECL, 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: , 2026
White Plains, New York

COMMITTEE ON:
c/lac/7.20.26

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: July 20, 2026

SUBJECT: Acquisition of Real Property – 81 Elliott Avenue – 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 +/- 0.32 acres of real property located at 81 Elliott Avenue in the City of Yonkers, identified on the City tax maps as Section 1 Block 159 Lot: 19 (the "Property") for the purpose of creating 9 affordable homeownership units (the "Affordable AFFH Units"), that will affirmatively further fair housing ("AFFH").

The County of Westchester ("the County") intends to finance the purchase of the Property from the current owner in an amount not to exceed $630,000 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 sold 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 81 Elliott Avenue Housing Development Fund Corporation (the "Developer"), its successors or assigns, for One ($1.00) Dollar.

The Developer proposes to construct one building of four-stories on the Property that will include a mix of affordable two, three and four-bedroom limited equity cooperative ownership housing units that will be sold to households who earn at or below 80% of the area median income ("AMI") (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 will provide all electric, high-performance heating/cooling/domestic hot water equipment. The Development is designed to meet the sustainability guidelines of HCR and will seek Energy Star Multi Family Certification. In addition, the Development will meet what was formerly known as Net Zero and now known as the U.S. Department of Energy Efficient New Homes Program which among other requirements requires the building to be super-insulated with an airtight envelope, all electric infrastructure, advanced ventilation and low emission sustainable materials;
4. The Development is consistent with the land use policies and regulations of the City of Yonkers; and
5. On June 2, 2026, the County Planning Board adopted a resolution to recommend County financing towards the purchase the Property to support the Development.

BPL/lg

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

BPL1A Housing Implementation Fund II

FIVE YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2023	2024	2025	2026	2027	Under Review
Gross	86,060	71,060	15,000					
Non-County Share								
County Share	86,060	71,060	15,000					

Project Description

This project continues the funding for the Westchester County Housing Implementation Fund (HIF) previously funded under BPL01 Housing Implementation Fund. 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. Through the end of 2021, 1,132 units of fair and affordable housing funded under HIF (BPL1A) are under construction, completed or have been approved for funding by the Board of Legislators.

This 2026 Capital Budget Amendment to BPL1A Housing Implementation Fund II for $762,500 is to fund affordable housing at 81 Elliott Avenue in the City of Yonkers. For more information, please see Executive Summary for this project attached to this report.

Appropriation Requests

2016: Funding for public infrastructure and other improvements for fair and affordable housing.
2017: Funding for additional sites.
2018: Funding for additional sites.
2019: Funding for additional sites.
2020: Funding for additional sites.
2021: Funding for additional sites as well as broadband infrastructure at fair and affordable housing sites throughout Westchester County.
2022: Funding for additional sites.
2023: Funding for additional sites.

Justification

The provision of design and construction financing for public infrastructure associated with a housing development reduces the overall cost of development thereby facilitating the creation of affordable housing. Funds are available to all Westchester County municipalities as set forth in Chapter 298 of the Westchester County Administrative Code. Together with BPL10 New Homes Land Acquisition/ BPL30 New Homes Land Acquisition II and BPL50 Fair and Affordable Housing, this funding provides an important mechanism to implement the goals of the Westchester County Housing Implementation Plan providing for the development of 750 fair and affordable housing units in connection with the settlement of the lawsuit titled “U.S. ex rel Anti-Discrimination Center of Metro New York v. Westchester County.” Further, these funds also are instrumental in leveraging funding for construction of fair and affordable housing county- wide, thus creating new jobs and related economic benefits in the County.

Westchester County Planning Board Report

Consistency with Programs or Plans

The project is consistent with the policies of "***Westchester 2025"***, the County's long-range land use policies, in that it supports the development of fair and affordable housing.

Planning Board Recommendations

☐The Planning Board recommends this 2026 Capital Budget Amendment for affordable housing at **81 Elliott Avenue in the City of Yonkers** per resolution number 2026-17 signed on the following date: 6/2/2026.
The Planning Board designates this project as **PL2**.

Comments

The Planning Board strongly supports the continuation of this program which helps reduce infrastructure costs of new housing, making it more affordable. The program is a partnership between the County and local governments to provide affordable housing throughout Westchester. The Planning Department will continue to take the lead in reviewing funding applications and ensuring that the goals of "Westchester 2025" continue to be met.

BPL37 New Homes Land Acquisition III (2024-33)

FIVE YEAR CAPITAL PROGRAM (in thousands)

	Total	Appropriated	Expended	2026	2027	2028	2029	2030	Under Review
Gross	175,000	50,000	0	25,000	25,000	25,000	25,000	25,000	70,000
Less Non-County Shares	0	0	0	0	0	0	0	0	0
Net	175,000	50,000	0	25,000	25,000	25,000	25,000	25,000	70,000

PROJECT DESCRIPTION

New Homes Land Acquisition (NHLA) provides funds to acquire property for the construction of fair and affordable housing. The purpose of the 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. Demolition may be particularly critical in the County's urban areas where existing structures need to be removed to allow construction of fair and affordable units. Funds can be used in all municipalities.

Between 2019 and 2024, 2,569 units of fair and affordable housing have been completed, are under construction or approved for funding by the Board of Legislators on property acquired through the New Homes Land Acquisition program.

This 2026 Capital Budget Amendment to BPL37 New Homes Land Acquisition III for $8,770,000 is to fund affordable housing at 81 Elliott Avenue in the City of Yonkers. For more information, please see Executive Summary for this project attached to this report.

APPROPRIATION HISTORY

Year	Amount	Description
2024	25,000	Funds this project
2025	25,000	Continuation of this project
Total	50,000	

PROJECT JUSTIFICATION

The New Homes Land Acquisition Fund III will provide the County with funding to acquire land that is suitable for fair and affordable housing and needed to assist with meeting the County's goals of developing of fair and affordable housing units in Westchester County. Further, the funds are instrumental in leveraging funding for the construction of fair and affordable housing county-wide, thus creating new jobs and related economic benefits in the county.

The New Homes Land Acquisition Fund addresses the need to supplement fair and affordable housing resources and to provide new housing units. Together with BPL01 Housing Implementation Fund, BPL1A Housing Implementation Fund II and BPL50 Fair and Affordable Housing, this funding provides a significant mechanism to fulfill the affordable housing goals of Westchester County.

CONSISTENCY WITH PLANS AND PROGRAMS

The project is consistent with the policies of ***"Westchester 2025"***, the County's long-range land use policies, in that it supports the development of fair and affordable housing.

PLANNING BOARD RECOMMENDATIONS

☐ The Planning Board recommends this 2026 Capital Budget Amendment for affordable housing at **81 Elliott Avenue in the City of Yonkers** per resolution number 2026-18 signed on the following date: 6/2/2026.The Planning Board designates this project as **PL2**.

COMMENTS

The Planning Board strongly supports the continuation of this program which helps reduce infrastructure costs of new housing, making it more affordable. The program is a partnership between the County and local governments to provide affordable housing throughout Westchester. The Planning Department will continue to take the lead in reviewing funding applications and ensuring that the goals of ***"Westchester 2025"*** continue to be met.

WESTCHESTER COUNTY

Memorandum
Department of Planning

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

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

DATE: July 22, 2026

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR**
BPL1A HOUSING IMPLEMENTATION FUND II
BPL37 NEW HOMES LAND ACQUISITION III (2024-33)
81 ELLIOTT AVENUE, YONKERS

Pursuant to your request, Environmental Planning staff has reviewed the above referenced projects in connection with 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 BPL1A – Housing Implementation Fund II (Fact Sheet ID: 3240) and BPL37 – New Homes Land Acquisition III (Fact Sheet ID: 3241) to facilitate the redevelopment of 9 units of affordable housing at 81 Elliott Avenue in the City of Yonkers, which had been destroyed by fire. Funds from BPL1A will be used to cover a portion of the costs of infrastructure improvements, such as paving, sidewalks, sewer and water lines, lighting, stormwater management and landscaping. BPL37 funds will be applied towards the purchase of the approximately 0.32-acre property, upon which the County will file a restrictive covenant that will require all of the proposed units to be marketed pursuant to an affirmative fair housing marketing plan, sold to households meeting certain income thresholds, and remain affordable for a minimum of 50 years.

Pursuant to recent amendments to Article 8 of New York State Environmental Conservation Law (NYS ECL), the proposed housing redevelopment project may be considered a qualified action under Section 8-0111 (5-a)(b)(ii), which is now exempt from the requirements of environmental quality review. Therefore, in accordance with NYS ECL, no further environmental review is required by the County.

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

DSK/cnm
cc: Blanca P. Lopez, Commissioner
Lynne Colavita, Associate County Attorney
Matthew Castro, Chief Planner
Gaitre Rambharose, Program Administrator
Claudia Maxwell, Principal Environmental Planner

REFERENCE BPL37

ACT NO. -20___

BOND ACT AUTHORIZING THE ISSUANCE OF $670,000 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 81 ELLIOTT AVENUE, IN THE CITY OF YONKERS, IN ORDER TO AFFIRMATIVELY FURTHER FAIR HOUSING ("AFFH") PURSUANT TO THE COUNTY'S NEW HOMES LAND ACQUISITION FUND CAPITAL PROJECT; STATING THE ESTIMATED MAXIMUM COST THEREOF IS $670,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $670,000 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 $670,000, or so much thereof as may be necessary, are hereby authorized to be issued to finance the cost of the purchase of approximately 0.32 acres of real property located at 81 Elliott Avenue, in the City of Yonkers and identified on the tax maps as Section 1: Block 159: Lot 19 (the "AFFH Property") from the current owner(s) of record at a cost of $670,000, including acquisition and settlement costs, in order to

make available 9 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 housing units on the AFFH Property remain affordable for a period of not less than 50 years. The funding requested herein is to make available 9 affordable AFFH home ownership housing units, at the aggregate estimated maximum cost of $670,000 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 81 Elliott Avenue Housing Development Fund Company, Inc. (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 $670,000. The plan of financing includes the issuance of $670,000 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 $670,000 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 $670,000. 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 $670,000 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)

4122415.1 048790

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 $670,000 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 81 ELLIOTT AVENUE, IN THE CITY OF YONKERS, IN ORDER TO AFFIRMATIVELY FURTHER FAIR HOUSING ("AFFH") PURSUANT TO THE COUNTY'S NEW HOMES LAND ACQUISITION FUND CAPITAL PROJECT; STATING THE ESTIMATED MAXIMUM COST THEREOF IS $670,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $670,000 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 0.32 acres of real property located at 81 Elliott Avenue, in the City of Yonkers and identified on the tax maps as Section 1: Block 159: Lot 19 (the "AFFH Property") from the current owner(s) of record at a cost of $670,000, including acquisition and settlement costs, in order to make available 9 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 housing units on the AFFH Property remain affordable for a period of not less than 50 years. The funding requested herein is to make available 9 affordable AFFH home ownership housing units, at the aggregate estimated maximum cost of $670,000 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 81 Elliott Avenue Housing Development Fund Company, Inc. (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: $670,000 - thirty (30) years

4040949.1 048034 LEG
4122415.1 048790

Dated: _____, 20___
White Plains, New York

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

4040949.1 048034 LEG
4122415.1 048790

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: BPL37 ☐ **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

81 ELLIOTT AVE YON ☐ CAPITAL BUDGET AMENDMENT

SECTION B - BONDING AUTHORIZATIONS

To be completed by Finance

Total Principal: $ 670,000 **PPU:** 30 **Anticipated Interest Rate:** 0.00%

Anticipated Annual Cost (Principal and Interest)**:** $ 39,409

Total Debt Service (Annual cost x Term)**:** $ 1,182,270

Finance Department: Interest rates from July 22, 2026 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: 07/23/2026

Approved By: Larry Soule Digitally signed by Larry Soule Date: 2026.07.23 15:17:48 -04'00'

Budget Director

Date:

ACT NO. - 2026

AN ACT authorizing the County of Westchester to purchase approximately +/- 0.32 acres of real property located at 81 Elliott Avenue in the City of Yonkers and to subsequently convey said property, and authorizing the County to grant and accept any property rights necessary in furtherance thereof, for the purpose of constructing a new four-story building with 9 affordable homeownership 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 +/- 0.32 acres of real property located at 81 Elliott Avenue in the City Yonkers, (the "Property") to construct a new four-story building with 9 affordable homeownership 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 SIX HUNDRED THIRTY THOUSAND AND 00/100 ($630,000.00) DOLLARS.

§3. The County is hereby authorized to convey the Property to 81 Elliott Avenue Housing Development Fund Company, Inc., 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 to households with an income at or below 65% (six units) and 80% (3 units) of the Westchester County area median income ("AMI") and will remain affordable for a period of not less than fifty (50) years, and will be marketed and sold 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, marketed and sold 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.

REFERENCE BPL1A

ACT NO. -20___

BOND ACT AUTHORIZING THE ISSUANCE OF $762,500 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 HOUSING UNITS ON PROPERTY LOCATED AT 81 ELLIOTT AVENUE, IN THE CITY OF YONKERS, IN ORDER TO AFFIRMATIVELY FURTHER FAIR HOUSING ("AFFH") PURSUANT TO THE COUNTY'S HOUSING IMPLEMENTATION FUND II CAPITAL PROJECT; STATING THE ESTIMATED MAXIMUM COST THEREOF IS $762,500; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $762,500 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 $762,500, 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 housing units on property located at 81 Elliott Avenue, in the City of Yonkers, identified on tax maps as Section 1, Block 159, Lot 19 (the

"AFFH Property") at a cost to the County of $762,500, 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, on-site and off-site paving, curbing, sidewalks, stormwater detention, drainage systems, sanitary sewer lines, water lines, lighting, signage, landscaping, construction management and County administrative costs. The funding requested herein, at the aggregate estimated maximum cost of $762,500, is in support of the construction of 9 Affordable AFFH units. The County shall enter into an Inter-municipal/Developer Agreement ("IMDA") with the City of Yonkers and 81 Elliott Avenue Housing Development Fund Company, Inc. (the "Developer"), its successors or assigns, to finance eligible infrastructure improvements associated with the construction of said affordable AFFH units (the "Development"). The County will file, or cause to be filed, a Declaration of Restrictive Covenants in the Westchester County Clerk's office requiring that the housing units on the AFFH Property remain affordable for a period of not less than 50 years. The cost of said 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 $762,500. The plan of financing includes the issuance of $762,500 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 $762,500 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 $762,500. 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 $762,500 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 $762,500 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 HOUSING UNITS ON PROPERTY LOCATED AT 81 ELLIOTT AVENUE, IN THE CITY OF YONKERS, IN ORDER TO AFFIRMATIVELY FURTHER FAIR HOUSING ("AFFH") PURSUANT TO THE COUNTY'S HOUSING IMPLEMENTATION FUND II CAPITAL PROJECT; STATING THE ESTIMATED MAXIMUM COST THEREOF IS $762,500; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $762,500 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 housing units on property located at 81 Elliott Avenue, in the City of Yonkers, identified on tax maps as Section 1, Block 159, Lot 19 (the "AFFH Property") at a cost to the County of $762,500, 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, on-site and off-site paving, curbing, sidewalks, stormwater detention, drainage systems, sanitary sewer lines, water lines, lighting, signage, landscaping, construction management and County administrative costs. The funding requested herein, at the aggregate estimated maximum cost of $762,500, is in support of the construction of 9 Affordable AFFH units. The County shall enter into an Inter-municipal/Developer Agreement ("IMDA") with the City of Yonkers and 81 Elliott Avenue Housing Development Fund Company, Inc. (the "Developer"), its successors or assigns, to finance eligible infrastructure improvements associated with the construction of said affordable AFFH

units (the "Development"). The County will file, or cause to be filed, a Declaration of Restrictive Covenants in the Westchester County Clerk's office requiring that the housing units on the AFFH Property remain affordable for a period of not less than 50 years. The cost of said 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: $762,500 - fifteen (15) years

Dated: _____, 20___
White Plains, New York

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

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4122416.1 048790

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

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

81 ELLIOTT AVE YON ☐ CAPITAL BUDGET AMENDMENT

SECTION B - BONDING AUTHORIZATIONS

To be completed by Finance

Total Principal: $ 762,500 **PPU:** 15 **Anticipated Interest Rate:** 3.32%

Anticipated Annual Cost (Principal and Interest)**:** $ 65,409

Total Debt Service (Annual cost x Term)**:** $ 981,135

Finance Department: Interest rates from July 22, 2026 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: 07/23/2026

Approved By: Larry Soule Digitally signed by Larry Soule Date: 2026.07.23 15:16:05 -04'00'

Budget Director

Date:

ACT NO. - 2026

AN ACT authorizing the County of Westchester (the "County") to enter into an inter-municipal developer agreement with the City of Yonkers and 81 Elliott Avenue Housing Development Fund Company, Inc., 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, for the purpose of constructing 9 affordable homeownership units that will affirmatively further fair housing at 81 Elliott Avenue 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 81 Elliott Housing Development Fund Company, Inc. (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 including, but not be limited to, on-site and off-site paving, curbing, sidewalks, storm water detention, drainage systems, sanitary sewer lines, water lines, lighting, signage, landscaping and construction management (the "Infrastructure Improvements") in support of 9 affordable homeownership units which will affirmatively further fair housing (the "Affordable AFFH Units") at 81 Elliott Avenue 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 SEVEN HUNDRED SIXTY-TWO THOUSAND FIVE HUNDRED AND 00/100 ($762,500.00) DOLLARS to finance a portion of the Infrastructure Improvements, including $62,500 in County administrative costs. 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, marketed and sold 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.

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 +/- 44,432 square feet of real property located at 90-114 Westmoreland Avenue in the City of White Plains (the "Property") to Fisher Hill 90 Westmoreland Owner 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 30% 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 fifty-four (154) Affordable AFFH Units (the "Development"). The Development will include 26 studios, 92 one-bedroom and 36 two-bedroom units, 5,000 square feet of retail space and 238 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 $8,810,000, 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 $8,730,000 to purchase the Property from the current owner(s) of record to allow for the construction of the Development and an additional $80,000 to pay for County administrative costs.

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 White Plains ("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 154 AFFH units in the Development. The infrastructure improvements will include, but not be limited to, 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 (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 $1,562,500, 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 $1,562,500 (the "County Funds") for the Infrastructure Improvements, which includes $62,500 to cover the County's administrative costs.

Planning has further advised that additional funding for the Development, with an estimated total cost of approximately $114,713,201 is anticipated to be provided through the following funding sources:

a) New York State Housing Finance Agency ("HFA") first mortgage;
b) New York State Homes and Community Renewal ("HCR") subsidy;
c) Federal Low Income Housing tax credits
d) State Low Income Housing tax credits;
e) New York State Empire Development Momentum Fund; and
f) City of White Plains Affordable Housing Fund.

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 2, 2026, the Planning Board adopted Resolutions No. 26-15 and No. 26-16 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 and its implementing regulations, 6 NYCRR Part 617 ("SEQR") have been met. Planning has advised that pursuant to recent amendments to Article 8 of New York State Environmental Conservation Law ("NYS ECL"), the proposed housing development project may be considered a qualified action under Section 8-011 (5-a)(b)(ii), which is now exempt from the requirements of environmental quality review.. Therefore, in accordance with NYS ECL, 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: , 2026
White Plains, New York

COMMITTEE ON:
c/dlv/8.03.26

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: July 24, 2026

SUBJECT: Acquisition of Real Property – 90-114 Westmoreland Avenue – City of White Plains

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 +/- 44,432 square feet of real property located at 90-114 Westmoreland Avenue in the City of White Plains, identified on the City tax maps as Section 130.26 Block 1 Lots: 1, 2, 3, 12 and 13 (the "Property") for the purpose of creating 154 affordable housing units (the "Affordable AFFH Units"), that will affirmatively further fair housing ("AFFH"). The development will also provide approximately 238 parking spaces and approximately 5,000 square feet of retail space.

The County of Westchester ("the County") intends to finance the purchase of the Property from the current owner in an amount not to exceed $8,810,000 (including $80,000 for County Administrative costs) 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 Fisher Hill 90 Westmoreland Owner LLC (the "Developer"), its successors or assigns, for One ($1.00) Dollar.

The Developer proposes to construct one building of six-stories on the Property that will include a mix of affordable studio, one and two-bedroom rental apartments that will be leased to households who earn at or below 30% 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 Enterprise Green Communities;
4. The Development is consistent with the land use policies and regulations of the City of White Plains; and
5. On June 2, 2026, the County Planning Board adopted a resolution to recommend County financing towards the purchase the Property to support the Development.

BPL/lg

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

BPL1A Housing Implementation Fund II

FIVE YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2023	2024	2025	2026	2027	Under Review
Gross	86,060	71,060	15,000					
Non-County Share								
County Share	86,060	71,060	15,000					

Project Description

This project continues the funding for the Westchester County Housing Implementation Fund (HIF) previously funded under BPL01 Housing Implementation Fund. 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. Through the end of 2021, 1,132 units of fair and affordable housing funded under HIF (BPL1A) are under construction, completed or have been approved for funding by the Board of Legislators.

This 2026 Capital Budget Amendment to BPL1A Housing Implementation Fund II for $1,562,500 is to fund affordable housing at 90-114 Westmoreland Avenue in the City of White Plains. For more information, please see Executive Summary for this project attached to this report.

Appropriation Requests

2016: Funding for public infrastructure and other improvements for fair and affordable housing.
2017: Funding for additional sites.
2018: Funding for additional sites.
2019: Funding for additional sites.
2020: Funding for additional sites.
2021: Funding for additional sites as well as broadband infrastructure at fair and affordable housing sites throughout Westchester County.
2022: Funding for additional sites.
2023: Funding for additional sites.

Justification

The provision of design and construction financing for public infrastructure associated with a housing development reduces the overall cost of development thereby facilitating the creation of affordable housing. Funds are available to all Westchester County municipalities as set forth in Chapter 298 of the Westchester County Administrative Code. Together with BPL10 New Homes Land Acquisition/ BPL30 New Homes Land Acquisition II and BPL50 Fair and Affordable Housing, this funding provides an important mechanism to implement the goals of the Westchester County Housing Implementation Plan providing for the development of 750 fair and affordable housing units in connection with the settlement of the lawsuit titled “U.S. ex rel Anti-Discrimination Center of Metro New York v. Westchester County.” Further, these funds also are instrumental in leveraging funding for construction of fair and affordable housing county- wide, thus creating new jobs and related economic benefits in the County.

Westchester County Planning Board Report

Consistency with Programs or Plans

The project is consistent with the policies of "***Westchester 2025"***, the County's long-range land use policies, in that it supports the development of fair and affordable housing.

Planning Board Recommendations

☐ The Planning Board recommends this 2026 Capital Budget Amendment for affordable housing at **90-114 Westmoreland Avenue in the City of White Plains** per resolution number 2026-15 signed on the following date: 6/2/2026

The Planning Board designates this project as **PL2**.

Comments

The Planning Board strongly supports the continuation of this program which helps reduce infrastructure costs of new housing, making it more affordable. The program is a partnership between the County and local governments to provide affordable housing throughout Westchester. The Planning Department will continue to take the lead in reviewing funding applications and ensuring that the goals of "Westchester 2025" continue to be met.

BPL37 New Homes Land Acquisition III (2024-33)

FIVE YEAR CAPITAL PROGRAM (in thousands)

	Total	Appropriated	Expended	2026	2027	2028	2029	2030	Under Review
Gross	175,000	50,000	0	25,000	25,000	25,000	25,000	25,000	70,000
Less Non-County Shares	0	0	0	0	0	0	0	0	0
Net	175,000	50,000	0	25,000	25,000	25,000	25,000	25,000	70,000

PROJECT DESCRIPTION

New Homes Land Acquisition (NHLA) provides funds to acquire property for the construction of fair and affordable housing. The purpose of the 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. Demolition may be particularly critical in the County's urban areas where existing structures need to be removed to allow construction of fair and affordable units. Funds can be used in all municipalities.

Between 2019 and 2024, 2,569 units of fair and affordable housing have been completed, are under construction or approved for funding by the Board of Legislators on property acquired through the New Homes Land Acquisition program.

This 2026 Capital Budget Amendment to BPL37 New Homes Land Acquisition III for $8,770,000 is to fund affordable housing at 90-114 Westmoreland Avenue in the City of White Plains. For more information, please see Executive Summary for this project attached to this report.

APPROPRIATION HISTORY

Year	Amount	Description
2024	25,000	Funds this project
2025	25,000	Continuation of this project
Total	50,000	

PROJECT JUSTIFICATION

The New Homes Land Acquisition Fund III will provide the County with funding to acquire land that is suitable for fair and affordable housing and needed to assist with meeting the County's goals of developing of fair and affordable housing units in Westchester County. Further, the funds are instrumental in leveraging funding for the construction of fair and affordable housing county-wide, thus creating new jobs and related economic benefits in the county.

The New Homes Land Acquisition Fund addresses the need to supplement fair and affordable housing resources and to provide new housing units. Together with BPL01 Housing Implementation Fund, BPL1A Housing Implementation Fund II and BPL50 Fair and Affordable Housing, this funding provides a significant mechanism to fulfill the affordable housing goals of Westchester County.

CONSISTENCY WITH PLANS AND PROGRAMS

The project is consistent with the policies of ***"Westchester 2025"***, the County's long-range land use policies, in that it supports the development of fair and affordable housing.

PLANNING BOARD RECOMMENDATIONS

☐ The Planning Board recommends this 2026 Capital Budget Amendment for affordable housing at **90-114 Westmoreland Avenue in the City of White Plains** per resolution number 2026-16 signed on the following date:6/2/2026. The Planning Board designates this project as PL2.

COMMENTS

The Planning Board strongly supports the continuation of this program which helps reduce infrastructure costs of new housing, making it more affordable. The program is a partnership between the County and local governments to provide affordable housing throughout Westchester. The Planning Department will continue to take the lead in reviewing funding applications and ensuring that the goals of ***"Westchester 2025"*** continue to be met.

WESTCHESTER COUNTY

Memorandum
Department of Planning

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

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

DATE: July 22, 2026

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR**
BPL1A HOUSING IMPLEMENTATION FUND II
BPL37 NEW HOMES LAND ACQUISITION III (2024-33)
90-114 WESTMORELAND AVENUE, WHITE PLAINS

Pursuant to your request, Environmental Planning staff has reviewed the above referenced projects in connection with 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 BPL1A – Housing Implementation Fund II (Fact Sheet ID: 3242) and BPL37 – New Homes Land Acquisition III (Fact Sheet ID: 3243) to facilitate the redevelopment of 154 units of affordable rental housing at 90-114 Westmoreland Avenue in the City of White Plains. Funds from BPL1A will be used to cover a portion of the costs of infrastructure improvements, such as structured parking, paving, sidewalks, sewer and water lines, lighting, stormwater management and landscaping. BPL37 funds will be applied towards the purchase of the approximately 1.02-acre property, upon which the County will file a restrictive covenant that will require all of the proposed units to be marketed pursuant to an affirmative fair housing marketing plan, leased to households meeting certain income thresholds, and remain affordable for a minimum of 50 years.

Pursuant to recent amendments to Article 8 of New York State Environmental Conservation Law (NYS ECL), the proposed housing redevelopment project may be considered a qualified action under Section 8-0111 (5-a)(b)(ii), which is now exempt from the requirements of environmental quality review. Therefore, in accordance with NYS ECL, no further environmental review is required by the County.

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

DSK/cnm
cc: Blanca P. Lopez, Commissioner
Lynne Colavita, Associate County Attorney
Matthew Castro, Chief Planner
Gaitre Rambharose, Program Administrator
Claudia Maxwell, Principal Environmental Planner

REFERENCE BPL37

ACT NO. -20___

BOND ACT AUTHORIZING THE ISSUANCE OF $8,810,000 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 90-114 WESTMORELAND AVENUE, IN THE CITY OF WHITE PLAINS, IN ORDER TO AFFIRMATIVELY FURTHER FAIR HOUSING ("AFFH") PURSUANT TO THE COUNTY'S NEW HOMES LAND ACQUISITION FUND CAPITAL PROJECT; STATING THE ESTIMATED MAXIMUM COST THEREOF IS $8,810,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $8,810,000 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 $8,810,000, or so much thereof as may be necessary, are hereby authorized to be issued to finance the cost of the purchase of approximately 1.02 acres of real property located at 90-114 Westmoreland Avenue, in the City of White Plains and identified on the tax maps as Section 130.26: Block 1: Lots 1, 2, 3, 12 and 13 (the "AFFH Property") from the current owner(s) of record at a cost of $8,810,000, including acquisition

and settlement costs, in order to make available 154 affordable housing units, (including 1 employee unit) 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 housing units on the AFFH Property remain affordable for a period of not less than 50 years. The funding requested herein is to make available 154 affordable AFFH home ownership housing units (including 1 employee unit) and 238 parking spaces, at the aggregate estimated maximum cost of $8,810,000 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 Fisher Hill 90 Westmoreland Owner 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 $8,810,000. The plan of financing includes the issuance of $8,810,000 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 $8,810,000 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 $8,810,000. 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 $8,810,000 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.

* * *

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 $8,810,000 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 90-114 WESTMORELAND AVENUE, IN THE CITY OF WHITE PLAINS, IN ORDER TO AFFIRMATIVELY FURTHER FAIR HOUSING ("AFFH") PURSUANT TO THE COUNTY'S NEW HOMES LAND ACQUISITION FUND CAPITAL PROJECT; STATING THE ESTIMATED MAXIMUM COST THEREOF IS $8,810,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $8,810,000 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 1.02 acres of real property located at 90-114 Westmoreland Avenue, in the City of White Plains and identified on the tax maps as Section 130.26: Block 1: Lots 1, 2, 3, 12 and 13 (the "AFFH Property") from the current owner(s) of record at a cost of $8,810,000, including acquisition and settlement costs, in order to make available 154 affordable housing units, (including 1 employee unit) 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 housing units on the AFFH Property remain affordable for a period of not less than 50 years. The funding requested herein is to make available 154 affordable AFFH home ownership housing units (including 1 employee unit) and 238 parking spaces, at the aggregate estimated maximum cost of $8,810,000 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 Fisher Hill 90 Westmoreland Owner 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.

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Amount of obligations to be issued
and period of probable usefulness: $8,810,000 - 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

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: BPL37 ☐ **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

90-114 Westmoreland Ave WHP ☐ CAPITAL BUDGET AMENDMENT

SECTION B - BONDING AUTHORIZATIONS

To be completed by Finance

Total Principal: $ 8,810,000 **PPU:** 30 **Anticipated Interest Rate:** 4.10%

Anticipated Annual Cost (Principal and Interest)**:** $ 520,068

Total Debt Service (Annual cost x Term)**:** $ 15,602,040

Finance Department: Interest rates from July 22, 2026 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: 07/23/2026

Approved By: Larry Soule Digitally signed by Larry Soule Date: 2026.07.23 15:33:22 -04'00'

Budget Director

Date:

ACT NO. - 2026

AN ACT authorizing the County of Westchester to purchase approximately +/- 44,432 square feet of real property located at 90-114 Westmoreland Avenue in the City of White Plains 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 154 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 +/- 44,432 square feet of real property located at 90-114 Westmoreland Avenue in the City of White Plains, (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 EIGHT MILLION SEVEN HUNDRED THIRTY THOUSAND ($8,730,000) DOLLARS.

§3. The County is hereby authorized to convey the Property to Fisher Hill 90 Westmoreland Owner 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 30% 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.

REFERENCE BPL1A

ACT NO. -20___

BOND ACT AUTHORIZING THE ISSUANCE OF $1,562,500 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 HOUSING UNITS ON PROPERTY LOCATED AT 90-114 WESTMORELAND AVENUE, IN THE CITY OF WHITE PLAINS, IN ORDER TO AFFIRMATIVELY FURTHER FAIR HOUSING ("AFFH") PURSUANT TO THE COUNTY'S HOUSING IMPLEMENTATION FUND II CAPITAL PROJECT; STATING THE ESTIMATED MAXIMUM COST THEREOF IS $1,562,500; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $1,562,500 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 $1,562,500, 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 housing units on property located at

90-114 Westmoreland Avenue, in the City of White Plains, identified on tax maps as Section 130.26, Block 1, Lots 1, 2, 3, 12 and 13 (the "AFFH Property") at a cost to the County of $1,562,500, 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, structured parking, on-site and off-site paving, curbing, sidewalks, storm water detention, drainage systems, sanitary sewer system, water lines, lighting, signage, landscaping and construction management and County administrative costs. The funding requested herein, at the aggregate estimated maximum cost of $1,562,500, is in support of the construction of 154 Affordable AFFH units and 238 on-site parking spaces for residents. The County shall enter into an Inter-municipal/Developer Agreement ("IMDA") with the Fisher Hill 90 Westmoreland Owner LLC (the "Developer"), its successors or assigns, to finance eligible infrastructure improvements associated with the construction of said affordable AFFH units (the "Development"). The County will file, or cause to be filed, a Declaration of Restrictive Covenants in the Westchester County Clerk's office requiring that the housing units on the AFFH Property remain affordable for a period of not less than 50 years. The cost of said 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 $1,562,500. The plan of financing includes the issuance of $1,562,500 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 $1,562,500 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 $1,562,500. This Act is a declaration of official intent adopted pursuant to the requirements of Treasury Regulation Section 1.150-2.

Section 4. The estimate of $1,562,500 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.

* * *

LEGAL NOTICE

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

ACT NO. _____-20___

BOND ACT AUTHORIZING THE ISSUANCE OF $1,562,500 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 HOUSING UNITS ON PROPERTY LOCATED AT 90-114 WESTMORELAND AVENUE, IN THE CITY OF WHITE PLAINS, IN ORDER TO AFFIRMATIVELY FURTHER FAIR HOUSING ("AFFH") PURSUANT TO THE COUNTY'S HOUSING IMPLEMENTATION FUND II CAPITAL PROJECT; STATING THE ESTIMATED MAXIMUM COST THEREOF IS $1,562,500; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $1,562,500 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 housing units on property located at 90-114 Westmoreland Avenue, in the City of White Plains, identified on tax maps as Section 130.26, Block 1, Lots 1, 2, 3, 12 and 13 (the "AFFH Property") at a cost to the County of $1,562,500, 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, structured parking, on-site and off-site paving, curbing, sidewalks, storm water detention, drainage systems, sanitary sewer system, water lines, lighting, signage, landscaping and construction management and County administrative costs. The funding requested herein, at the aggregate estimated maximum cost of $1,562,500, is in support of the construction of 154 Affordable AFFH units and 238 on-site parking spaces for residents. The County shall enter into an Inter-municipal/Developer Agreement ("IMDA") with the Fisher Hill 90 Westmoreland Owner LLC (the

"Developer"), its successors or assigns, to finance eligible infrastructure improvements associated with the construction of said affordable AFFH units (the "Development"). The County will file, or cause to be filed, a Declaration of Restrictive Covenants in the Westchester County Clerk's office requiring that the housing units on the AFFH Property remain affordable for a period of not less than 50 years. The cost of said 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: $1,562,500 - fifteen (15) years

Dated: _____, 20___
White Plains, New York

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

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WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

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

90-114 Westmoreland Ave WHP ☐ CAPITAL BUDGET AMENDMENT

SECTION B - BONDING AUTHORIZATIONS

To be completed by Finance

Total Principal: $ 1,562,500 **PPU:** 15 **Anticipated Interest Rate:** 3.32%

Anticipated Annual Cost (Principal and Interest)**:** $ 134,259

Total Debt Service (Annual cost x Term)**:** $ 2,013,885

Finance Department: Interest rates from July 22, 2026 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: 07/23/2026

Approved By: Larry Soule Digitally signed by Larry Soule Date: 2026.07.23 15:32:40 -04'00'

Budget Director

Date:

ACT NO. - 2026

AN ACT authorizing the County of Westchester (the "County") to enter into an inter-municipal developer agreement with the City of White Plains and Fisher Hill 90 Westmoreland Owner 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 154 affordable rental units that will affirmatively further fair housing at 90-114 Westmoreland Avenue in the City of White Plains 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 White Plains and Fisher Hill 90 Westmoreland Owner 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 154 affordable rental units (the "Affordable AFFH Units") which will affirmatively further fair housing ("AFFH") and will include, but not be limited to, 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 (the "Infrastructure Improvements") in support of 154 Affordable AFFH Units at 90-114 Westmoreland Avenue in the City of White Plains, 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 ONE MILLION FIVE HUNDRED SIXTY-TWO THOUSAND FIVE HUNDRED ($1,562,500) DOLLARS to finance a portion of the Infrastructure Improvements including $62,500 in County administrative costs. 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 White Plains, 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.

WESTCHESTER COUNTY

Kenneth W. Jenkins
County Executive

Date: August 3, 2026

To: The Honorable Members of the Board of Legislators

From: Kenneth W. Jenkins, County Executive

RE: Act authorizing the County of Westchester to extinguish an existing easement and to accept two (2) new permanent easements and a temporary easement in the vicinity of Kingsland Point Park and the Tarrytown Lighthouse for County and public to access the Tarrytown Lighthouse.

Attached for your consideration is a proposed Act which, if adopted, would authorize the County of Westchester (the "County") to extinguish its existing easement across the former General Motors property in Sleepy Hollow, New York that runs, connects and provides access between Kingsland Point Park to the Tarrytown Lighthouse (the "Existing Easement") and to replace the Existing Easement with two (2) new permanent easements and a temporary easement to access the Tarrytown Lighthouse in order to facilitate the County's construction of infrastructure improvements to the Tarrytown Lighthouse, enable the construction of a new publically accessible waterfront park and promenade, and to improve County and public access to the Tarrytown Lighthouse.

The Department of Parks, Recreation and Conversation ("Parks") and the Department of Public Works and Transportation ("DPW&T") have advised that there currently exists an easement for the benefit of the County across the former General Motors property that provides a connection between the Tarrytown Lighthouse and Kingsland Point Park. The Existing Easement includes an existing asphalt pathway and is located along the Hudson River waterfront.

I have been advised that the General Motors property is currently owned by Lighthouse Landing Communities, LLC (the "Developer") and the Developer is redeveloping the former General Motors property, including the construction of a publicly accessible waterfront park and promenade in the area between Kingsland Point Park and the Tarrytown Lighthouse, that upon completion, will be conveyed to the Village of Sleepy Hollow (the "Village"). Upon completion, these improvements will expand public access to the Hudson

River, enhance recreational opportunities, preserve valuable waterfront open space, and create a significant regional destination along the County's riverfront.

I have been further advised that concurrently, the County is completing a comprehensive restoration of the Tarrytown Lighthouse. The restoration project includes the installation of new electrical service and communications infrastructure necessary to support the operation, maintenance, and public use of the Tarrytown Lighthouse.

DPWT and Parks have advised that as a result of both the adjacent waterfront redevelopment and the Tarrytown Lighthouse restoration project, modifications are required to the existing pedestrian connection between the Tarrytown Lighthouse and Kingsland Point Park, as well as to the utility infrastructure serving the lighthouse. These improvements are necessary to ensure continued public access to the lighthouse, accommodate the new waterfront park design, provide reliable utility service to the restored historic structure, and support the long-term recreational, educational, and historic preservation objectives of the County.

DPWT and Parks have further advised that in order to effectuate the above, the County shall enter into an Access and Utility Easement Agreement ("Easement Agreement") with the Developer and the Village whereby the County would extinguish the Existing Easement and the Developer will grant the County the following property interests: 1) Easement through land owned by the Developer from the to be dedicated Village Roadway named Hallows Pass to the Tarrytown Lighthouse ("Access and Infrastructure Easement"); 2) Easement across the entire area where the waterfront park and promenade will be constructed for the benefit of the County and Public ("Open Space Easement"); and 3) Temporary Easement across Hallows Pass which will extinguish upon dedication of Hallows Pass as a Village-owned street and public right-of-way.

I have been advised that pursuant to the terms of the Easement Agreement, the County shall be responsible, at its sole cost and expense for repairing and restoring the Access and Infrastructure Easement from any damage caused by its employees, agents, and authorized representatives. In addition, the County shall agree to indemnify, hold harmless and defend the Developer, its successors and assigns, from and against all liabilities, claims, damages, and expenses (including reasonable attorney's fees and costs) and judgments, which arise out of or relate to the use of the Access and Infrastructure Easement by the public, County, its successors, assigns, agents, employees, or contractors. In addition, and pursuant to the terms of the Easement Agreement, the Developer shall ensure that the County and public shall have access at all times during construction of the improvements.

Based on the importance and necessity of the new easements in connection with public access and improvements to the Tarrytown Lighthouse, your favorable action on the annexed Act is most respectfully requested.

KWJ/PJT/jpi
Attachments

HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER

Your Committee is in receipt of a transmittal from the County Executive recommending approval of an Act which, if adopted, would authorize the County of Westchester (the "County") to extinguish its existing easement across the former General Motors property in Sleepy Hollow, New York that runs, connects and provides access between Kingsland Point Park to the Tarrytown Lighthouse (the "Existing Easement") and to replace the Existing Easement with two (2) new permanent easements and a temporary easement to access the Tarrytown Lighthouse in order to facilitate the County's construction of infrastructure improvements to the Tarrytown Lighthouse, enable the construction of a new publically accessible waterfront park and promenade, and to improve County and public access to the Tarrytown Lighthouse.

The Department of Parks, Recreation and Conversation ("Parks") and the Department of Public Works and Transportation ("DPW&T") have advised that there currently exists an easement for the benefit of the County across the former General Motors property that provides a connection between the Tarrytown Lighthouse and Kingsland Point Park. The Existing Easement includes an existing asphalt pathway and is located along the Hudson River waterfront.

Your Committee has been advised that the General Motors property is currently owned by Lighthouse Landing Communities, LLC (the "Developer") and the Developer is redeveloping the former General Motors property, including the construction of a publicly accessible waterfront park and promenade in the area between Kingsland Point Park and the Tarrytown Lighthouse, that upon completion, will be conveyed to the Village of Sleepy Hollow (the "Village"). Upon completion, these improvements will expand public access to the Hudson River, enhance recreational opportunities, preserve valuable waterfront open space, and create a significant regional destination along the County's riverfront.

Your Committee has been further advised that concurrently, the County is completing a comprehensive restoration of the Tarrytown Lighthouse. The restoration project includes the installation of new electrical service and communications infrastructure necessary to support the operation, maintenance, and public use of the Tarrytown Lighthouse.

DPWT and Parks have advised that as a result of both the adjacent waterfront redevelopment and the Tarrytown Lighthouse restoration project, modifications are required to the existing pedestrian connection between the Tarrytown Lighthouse and Kingsland Point Park, as well as to the utility infrastructure serving the lighthouse. These improvements are necessary to ensure continued public access to the lighthouse, accommodate the new waterfront park design, provide reliable utility service to the restored historic structure, and support the long-term recreational, educational, and historic preservation objectives of the County.

DPWT and Parks have further advised that in order to effectuate the above, the County shall enter into an Access and Utility Easement Agreement ("Easement Agreement") with the Developer and the Village whereby the County would extinguish the Existing Easement and the Developer will grant the County the following property interests: 1) Easement through land owned by the Developer from the to be dedicated Village Roadway named Hallows Pass to the Tarrytown Lighthouse ("Access and Infrastructure Easement"); 2) Easement across the entire area where the waterfront park and promenade will be constructed for the benefit of the County and Public ("Open Space Easement"); and 3) Temporary Easement across Hallows Pass which will extinguish upon dedication of Hallows Pass as a Village-owned street and public right-of-way.

Your Committee has been advised that pursuant to the terms of the Easement Agreement, the County shall be responsible, at its sole cost and expense for repairing and restoring the Access and Infrastructure Easement from any damage caused by its employees,

agents, and authorized representatives. In addition, the County shall agree to indemnify, hold harmless and defend the Developer, its successors and assigns, from and against all liabilities, claims, damages, and expenses (including reasonable attorney's fees and costs) and judgments, which arise out of or relate to the use of the Access and Infrastructure Easement by the public, County, its successors, assigns, agents, employees, or contractors. In addition, and pursuant to the terms of the Easement Agreement, the Developer shall ensure that the County and public shall have access at all times during construction of the improvements.

The Department of Planning has advised that, based on its review, the authorization of the project may be classified as an "Unlisted action" pursuant to the State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617 ("SEQR"). Your Committee has carefully considered the proposed legislation. A resolution and Short Environmental Assessment Form (EAF) prepared by the Department of Planning are attached to assist your Honorable Board in complying with SEQR. For the reasons set forth in the attached EAF, your Committee believes that the proposed action will not have any significant adverse impact on the environment and accordingly recommends passage of the annexed resolution prior to enacting the Act authorizing the Easement Agreement.

It should be noted that pursuant to the Laws of Westchester County, the proposed Act must be approved by an affirmative vote of not less than a majority the voting strength of the Board of Legislators.

Accordingly, after due consideration, your Committee recommends enactment of the annexed proposed Act.

Dated: , 2026
White Plains, New York

COMMITTEE ON
c/jpi 7.23.26

WESTCHESTER COUNTY

Memorandum
Department of Planning

TO: John Paul Iannace, Associate County Attorney
Department of Law

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

DATE: July 28, 2026

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR TARRYTOWN LIGHTHOUSE ACCESS EASEMENT RELOCATION**

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 has been classified as an Unlisted action. Uncoordinated review is being conducted as permitted for Unlisted actions pursuant to Section 617.6(b)(4) of the implementing regulations. To assist the Board of Legislators in complying with SEQR, a Short Environmental Assessment Form has been prepared for the project and is attached for the Board's consideration.

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

DSK/cnm
Att.

cc: Emily Saltzman, Director of Operations
Paula Friedman, Assistant to the County Executive
Tami Altschiller, Assistant Chief Deputy County Attorney
Peter Tartaglia, Acting Commissioner, Department of Parks, Recreation & Conservation
Robert Lopane, Director of Program Development – PRC Planning
Matthew Castro, Chief Planner
Claudia Maxwell, Principal Environmental Planner

RESOLUTION

WHEREAS, there is pending before this Honorable Board an Act to authorize the County of Westchester to extinguish its existing easement across the former General Motors property in Sleepy Hollow, New York that runs along the Hudson River and connects Kingsland Point Park to the Tarrytown Lighthouse and to replace the Existing Easement with two (2) new easements to access the Tarrytown Lighthouse; and

WHEREAS, this Honorable Board has determined that the proposed Act would constitute an action under Article 8 of the Environmental Conservation Law, known as the New York State Environmental Quality Review Act ("SEQRA"); and

WHEREAS, pursuant to SEQRA and its implementing regulations (6 NYCRR Part 617), this project is classified as an "Unlisted action," which requires this Honorable Board to make a determination as to whether the proposed action will have a significant impact on the environment; and

WHEREAS, the County of Westchester is the only involved agency for this action and, therefore, 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 act 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.

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 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:
Tarrytown Lighthouse Access Easement Relocation

Project Location (describe, and attach a location map):
West side of Hollows Pass, opposite Maxwell Drive, Village of Sleepy Hollow, Westchester County, NY

Brief Description of Proposed Action:
The County currently maintains an easement along the Hudson River edge of the former General Motors (GM) property that provides pedestrian access between Kingsland Point Park and the Tarrytown Lighthouse. In connection with a new waterfront park and promenade that is being proposed as part of the redevelopment of the GM property, the existing easement will be extinguished and replaced with a new permanent easement over the new park. In addition, the County will be given another permanent easement from a newly constructed road known as Hollows Pass to the lighthouse for maintenance access and utilities to support the operation of the lighthouse. The County will also receive a temporary easement to traverse Hollows Pass until it is dedicated as a public road.

Name of Applicant or Sponsor:	Telephone: 914-995-4400
County of Westchester	E-Mail: dsk2@WestchesterCountyNY.gov

Address:
148 Martine Avenue

City/PO:	State:	Zip Code:
White Plains	NY	10601

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

3. a. Total acreage of the site of the proposed action? +/- 3.74 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? 1 acres

4. Check all land uses that occur on, are adjoining or near the proposed action:
   ☐ Urban ☐ Rural (non-agriculture) ☐ Industrial ☑ Commercial ☑ Residential (suburban)
   ☐ Forest ☐ Agriculture ☑ Aquatic ☐ Other(Specify):
   ☑ Parkland

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

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

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

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

	NO	YES
9. Does the proposed action meet or exceed the state energy code requirements?		
If the proposed action will exceed requirements, describe design features and technologies: N/A	☐	☐

	NO	YES
10. Will the proposed action connect to an existing public/private water supply?		
If No, describe method for providing potable water: N/A	☐	☐

	NO	YES
11. Will the proposed action connect to existing wastewater utilities?		
If No, describe method for providing wastewater treatment: N/A	☐	☐

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

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

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

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

☐ Wetland ☐ Urban ☑ Suburban

	NO	YES
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered? Atlantic Sturgeon, Shortnos...	☐	☑
16. Is the project site located in the 100-year or 500-year flood plain?	☐	☑
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	☑	☐
a. Will storm water discharges flow to adjacent properties?	☐	☐
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	☐	☐
If Yes, briefly describe: The project involves the acceptance of easements following redevelopment by others.		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	☑	☐
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	☑	☐
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: Brownfield Cleanup program at former General Motors North Tarrytown West and East Parcels (NYSDEC Site #C360070); Certificate of Completion: 03/28/2014 (NYS Environmental Remediation Databases.	☐	☑
21. Is the project located within, or within ½ mile of, a disadvantaged community?	☐	☑
If No, could impacts from the project affect a disadvantaged community?	☐	☐
If Yes to either question in 21, answer the following question.		
a. Identify the potential pollution impacts of the project, either direct or indirect, that may occur within the disadvantaged community (e.g., wastewater discharges, air emissions, noise, odors, solid or hazardous waste generation or management): There will be no adverse impacts associated with the proposed easements.		

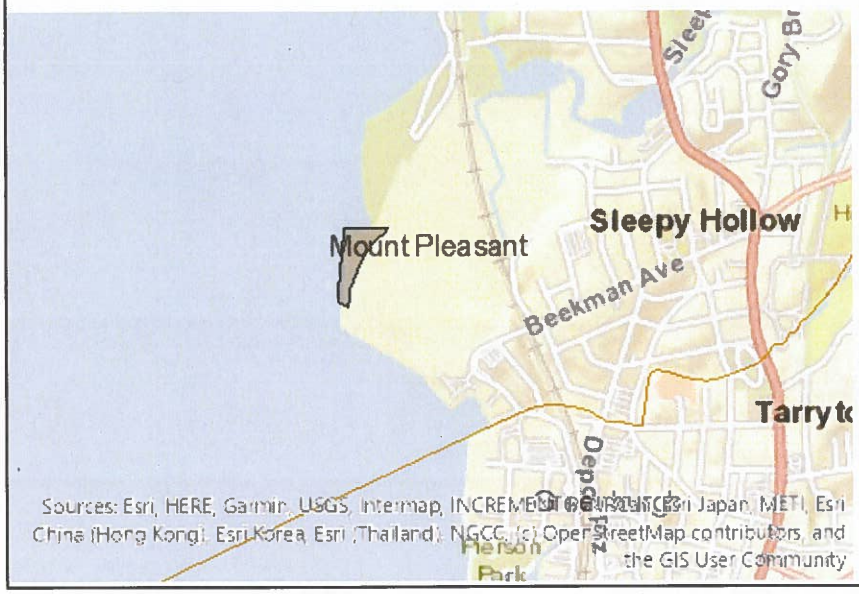
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

Applicant/sponsor/name: County of Westchester Date: July 23, 2026

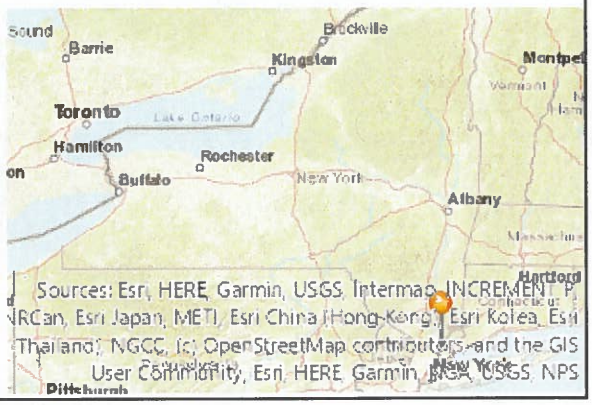
Signature: Dan Kisge Title: Assistant Commissioner, Dept. of Planning

EAF Mapper Summary Report

Friday, July 17, 2026 3:24 PM



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



Part 1 / Question 7 [Critical Environmental Area]	Yes
Part 1 / Question 7 [Critical Environmental Area - Identify]	Name:Hudson River, Name:County & State Park Lands, Reason:Exceptional or unique character, Agency:Westchester County, Date:1-31-90
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	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]	Yes
Part 1 / Question 15 [Threatened or Endangered Animal - Name]	Atlantic Sturgeon, Shortnose Sturgeon
Part 1 / Question 16 [100 or 500 Year Floodplain]	Yes
Part 1 / Question 20 [Remediation Site]	Yes
Part 1 / Question 21 [Disadvantaged Community]	Yes

Agency Use Only [If applicable]

Project:	Tarrytown Lighthouse Easements
Date:	July 2026

Short Environmental Assessment Form
Part 2 - Impact Assessment

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

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

Short Environmental Assessment FormPart 3
Determination of Significance

For every question in Part 2 that was answered "moderate to large impact may occur," or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

The proposed County action essentially involves only easements over property, which was formerly an industrial site, that is being redeveloped by a private developer as part of a larger project previously known as Lighthouse Landing and now known as Edge-On-Hudson. The overall project was the subject of an Environmental Impact Statement for which an Environmental Findings Statement and Amended Environmental Findings Statement were adopted by the Village of Sleepy Hollow Board of Trustees, as lead agency, on July 2007 and January 2011, respectively. Components of the project have undergone additional review as plans progressed.

The redevelopment of the property along the waterfront is known as Waterfront Open Space Phase II. Detailed plans for this component was reviewed by the Village Planning Board, which, on February 26, 2026, determined that it did not present significant adverse environmental impacts that were not addressed or inadequately addressed in the comprehensive environmental review of the overall project and there were no changes in circumstances or newly discovered information presenting such potential impacts.

The extinguishment of the existing County easement will allow for the developer to construct a new waterfront park, which, upon completion, will be conveyed to the Village of Sleepy Hollow. During construction, the developer will maintain temporary access between Kingsland Point Park and the Tarrytown Lighthouse across another portion of its property. Under the new easement, the entire approximately 3.74-acre new park will be accessible to all County residents, providing not only continued pedestrian connection between Kingsland Point Park and the Tarrytown Lighthouse, but expanded access to the Hudson River and enhanced recreational opportunities. It also supports the continuation of the County's Riverwalk, a public trail and promenade along the Hudson River.

In connection with the utility easement, the developer will, on the County's behalf, install pavers that can support vehicles, as well as new underground conduits (three 2-inch diameter conduits, approximately 2-2.5 feet deep) for a distance of approximately 220 feet during its redevelopment of this portion of property. ConEdison will provide the necessary electrical infrastructure. The utility infrastructure in the vicinity of the lighthouse and shoreline already exists. The upgraded utility lines will benefit the ongoing operation, maintenance and public use of historic lighthouse.

☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation,that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.

☑ Check this box if you have determined, based on the information and analysis above, and any supporting documentation,that the proposed action will not result in any significant adverse environmental impacts.

County of Westchester	
Name of Lead Agency	Date
	Clerk to the Board of Legislators
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer in Lead Agency
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

SUBJECT: Easements - Kingsland Point Park & Tarrytown Lighthouse X **NO FISCAL IMPACT PROJECTED**

OPERATING BUDGET IMPACT

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 Appropriations Other (explain)

Identify Accounts: _____

_____

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: Kerry Riguzzi

Title: Manager - Fiscal Operations

Department: Parks, Recreation & Conservation

Date: 06/15/2026

Approved by: Larry Soule Digitally signed by Larry Soule Date: 2026.06.25 15:47:04 -04'00'

Budget Director

Date: _____

ACT NO. _____- 2026

AN ACT authorizing the County of Westchester to extinguish an existing easement and to accept two (2) new permanent easements and a temporary easement in the vicinity of Kingsland Point Park and the Tarrytown Lighthouse for County and public to access the Tarrytown Lighthouse.

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 extinguish an existing easement in the vicinity of Kingsland Point Park and the Tarrytown Lighthouse and to accept all necessary property rights from Lighthouse Landing Communities, LLC, or the current owner of record (the "Developer"), including but not limited to two (2) permanent easements and a temporary easement in the vicinity of Kingsland Point Park and the Tarrytown Lighthouse.

§2. Pursuant to the terms of the easements, there shall be no cost to the County but the County shall be responsible, at its sole cost and expense for repairing, and restoring a portion of the easement area from any damage caused by its employees, agents, and authorized representatives. In addition, the County shall agree to indemnify, hold harmless and defend the Developer, its successors and assigns, from and against all liabilities, claims, damages, and expenses (including reasonable attorney's fees and costs) and judgments, which arise out of or relate to the use of a portion of the easement area by the public, County, its successors, assigns, agents, employees, or contractors.

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

§4. This Act shall take effect immediately.

2026-363

WESTCHESTER COUNTY

Memorandum
Office of the County Attorney
Michaelian Office Building

TRANSMITTAL MEMO

To: The Honorable Members of the Board of Legislators

From: John Nonna, County Attorney

Date: July 23, 2026

Re: Request for authorization to assign a bankruptcy recoverable owed to the Department of Environmental Facilities to recover such recoverable minus a "finder's fee.

Attached for your consideration is an Act which, if enacted by your Board, would authorize the assignment of a $84,051.82 bankruptcy recoverable of which the Department of Environmental Facilities ("DEF") has been notified by Dilks & Knopik, LLC, ("D&K"), an unclaimed fund recovery service, as respects bankrupt debtor GGSI Liquidation, Inc. ("GGSI"). DEF will assign to D&K the right to recover the $84,051.82 due to DEF in exchange for payment of $58,836.27 to DEF. The $58.836.27 will be remitted to DEF once the full debt has been released from the court to D&K.

Based upon our due diligence with regards to D&K, I believe that it is a reputable company. D&K is a business specializing in unclaimed funds. Unclaimed funds are money or property that belongs to someone, but has not been claimed, often because the owner is unknown, cannot be found, or has not come forward. D&K has maintained an A+ rating with the Better Business Bureau since its accreditation in 2003 and is fully insured with professional liability insurance.

DEF is creditor to GGSI in its bankruptcy case, number 01-31751-JBS, filed in the Northern District of Illinois (the "Case"). As a creditor in the Case, DEF is entitled to funds from GGSI's bankruptcy estate in the amount of approximately $84,051.82. However, payment by GGSI to DEF could not be achieved, and under Federal Rule of Bankruptcy Procedure 3011 and Section 11 U.S.C. 347, the funds were deposited into the Court's Unclaimed Fund Registry, where they remain subject to withdrawal under Section 28 U.S.C. 2042.

Section 28 U.S.C. 2042 specifies that if court-held money sits unclaimed for five years, the funds get transferred to the Federal Treasury. The rightful owner can still file for recovery, prove the funds belong to the claimant, and obtain a court order requiring payment to the company. To recover this money, the claimant must petition the court for release of those funds, provide notices of the request to the United States Attorney and, after providing full proof of the right thereto, may obtain an order from the court directing payment to the claimant. Through this

act of the County's Board of Legislators, the rights to recover would be transferred to D&K.

For DEF to retrieve these funds on its own, I would need to retain local counsel to execute the lengthy claiming process under Section 28 U.S.C. 2042 on behalf of DEF.

If DEF assigns its recovery rights to D&K, my staff has been advised that recovering the funds GGSI owes DEF will take approximately three to five months. Conversely, pursuing recovery through local counsel is expected to take approximately one and a half to two years. In addition, D&K has already worked extensively on the GGSI bankruptcy matter and possesses detailed knowledge of the court holding the funds. As a result, D&K knows precisely with whom to file the claim and how to efficiently obtain and conduct the necessary hearing. Lastly, securing the funds via D&K requires no oversight on the part of our staff attorneys because D&K has been engaged in this bankruptcy for multiple years and is completely familiar with the bankruptcy. Conversely, local counsel is unlikely to have the prerequisite knowledge to recover the funds GGSI owes to DEF in such a short time frame.

Because retaining local counsel would take significantly more time and money and would likely result in more work for our staff attorneys, I determined that paying the commission to D&K was the more practical and cost-effective option to secure the funds.

A draft Assignment Agreement specifies that DEF will assign to D&K the right to recover the $84,051.82 due to DEF in exchange for payment of $58,836.27 to DEF. Payment will be remitted to DEF once the full debt has been released from the court to D&K.

The accompanying Act will authorize DEF to assign the bankruptcy recoverable due to it by GGSI to D&K for payment of $58,836.27.

BOARD OF LEGISLATORS

COUNTY OF WESTCHESTER

Your Committee is in receipt of a proposed Act, which, if enacted by your Board, would authorize the assignment of a $84,051.82 bankruptcy recoverable of which the Department of Environmental Facilities ("DEF") has been notified by Dilks & Knopik, LLC, ("D&K"), an unclaimed fund recovery service, as respects bankrupt debtor GGSI Liquidation, Inc. ("GGSI"). DEF will assign to D&K the right to recover the $84,051.82 due to DEF in exchange for payment of $58,836.27 to DEF. The $58.836.27 will be remitted to DEF once the full debt has been released from the court to D&K.

Based upon the County Attorney's due diligence with regards to D&K, the County Attorney believes that it is a reputable company. D&K is a business specializing in unclaimed funds. Unclaimed funds are money or property that belongs to someone, but has not been claimed, often because the owner is unknown, cannot be found, or has not come forward. D&K has maintained an A+ rating with the Better Business Bureau since its accreditation in 2003 and is fully insured with professional liability insurance.

DEF is creditor to GGSI in its bankruptcy case, number 01-31751-JBS, filed in the Northern District of Illinois (the "Case"). As a creditor in the Case, DEF is entitled to funds from GGSI's bankruptcy estate in the amount of approximately $84,051.82. However, payment by GGSI to DEF could not be achieved, and under Federal Rule of Bankruptcy Procedure 3011 and Section 11 U.S.C. 347, the funds were deposited into the Court's Unclaimed Fund Registry, where they remain subject to withdrawal under Section 28 U.S.C. 2042.

Section 28 U.S.C. 2042 specifies that if court-held money sits unclaimed for five years, the funds get transferred to the Federal Treasury. The rightful owner can still file for recovery, prove the funds belong to the claimant, and obtain a court order requiring payment to the company. To recover this money, the claimant must petition the court for release of those funds, provide notices of the request to the United States Attorney and,

after providing full proof of the right thereto, may obtain an order from the court directing payment to the claimant. Through this act of the County's Board of Legislators, the rights to recover would be transferred to D&K.

For DEF to retrieve these funds on its own, the County Attorney would need to retain local counsel to execute the lengthy claiming process under Section 28 U.S.C. 2042 on behalf of DEF.

If DEF assigns its recovery rights to D&K, the County Attorney was advised that recovering the funds GGSI owes DEF will take approximately three to five months. Conversely, pursuing recovery through local counsel is expected to take approximately one and a half to two years. In addition, D&K has already worked extensively on the GGSI bankruptcy matter and possesses detailed knowledge of the court holding the funds. As a result, D&K knows precisely with whom to file the claim and how to efficiently obtain and conduct the necessary hearing. Lastly, securing the funds via D&K requires no oversight on the part of the County Attorney's office because D&K has been engaged in this bankruptcy for multiple years and is completely familiar with the bankruptcy. Conversely, local counsel is unlikely to have the prerequisite knowledge to recover the funds GGSI owes to DEF in such a short time frame.

Because retaining local counsel would take significantly more time and money and would likely result in more work the County Attorney's Office, the County Attorney determined that paying the commission to D&K was the more practical and cost-effective option to secure the funds.

A draft Assignment Agreement specifies that DEF will assign to D&K the right to recover the $84,051.82 due to DEF in exchange for payment of $58,836.27 to DEF. Payment will be remitted to DEF once the full debt has been released from the court to D&K.

Your Committee has carefully considered the subject matter, the settlement proposal, the attached Act and recommends authorizing the County Attorney or his designee to assign the bankruptcy recoverable due to DEF by GGSI to D&K for payment of $58,836.27.

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

Dated: White Plains, New York

, 2026

COMMITTEE ON:

WESTCHESTER COUNTY

Kenneth W. Jenkins, County Executive

Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

SUBJECT: Bankruptcy Bill **NO FISCAL IMPACT PROJECTED**

OPERATING BUDGET IMPACT

SECTION A - FUND

GENERAL FUND | AIRPORT FUND | X | SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense _____

Total Current Year Revenue 58,836.27

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

Additional Appropriations | Other (explain)

Identify Accounts: 251-60-7700-7700-9670

Potential Related Operating Budget Expenses: Annual Amount _____

Describe: _____

Potential Related Operating Budget Revenues: Annual Amount 58,836.27

Describe: GGSI bankruptcy case number 01-01751-JBS

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

Current Year: _____

Next Four Years: _____

Prepared by: Sebastian Abraham

Title: Budget Specialist II

Department: Environmental Facilities

Date: 07/16/2026

Approved by: Christina Rampata — Digitally signed by Christina Rampata Date: 2026.07.22 15:20:44

Budget Director

Date: _____

ACT NO. -2026

AN ACT authorizing the County Attorney to assign a bankruptcy recoverable owed to the Department of Environmental Facilities to recover such recoverable minus a "finder's fee.

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

Section 1. The County Attorney is authorized to assign a $84,051.82 bankruptcy recoverable owed to the Department of Environmental Facilities by debtor GGSI Liquidation, Inc. to Dilks & Knopik in exchange for payment of $58,836.27 to the Department of Environmental Facilities. The $58.836.27 will be remitted to the Department of Environmental Facilities once the full debt has been released from the court to Dilks & Knopik.

Section 2. The County Attorney or his designee is hereby authorized and empowered to execute and deliver all documents and take such actions as the County Attorney deems necessary or desirable to accomplish the purpose of this Act.

Section 3. This Act shall take effect immediately.

WESTCHESTER COUNTY

Memorandum
Office of the County Attorney
Michaelian Office Building

TRANSMITTAL MEMO

To: The Honorable Members of the Board of Legislators

From: John M. Nonna, Westchester County Attorney

Karin E. Hablow, Commissioner of Finance

Date: July 28, 2026

Re: Legislation authorizing the County Attorney and the Commissioner of Finance to compromise the liability of the County of Westchester and pay a reduced lump sum to a former County employee in lieu of future payments.

Attached for your consideration is an Act which, if approved, would authorize the County Attorney and the Commissioner of Finance to compromise the liability of the County of Westchester (the "County") to pay Workers' Compensation benefits to a former County employee identified herein as "D.G." Consistent with prior practice in similar cases, we have deleted the name of the employee to protect the individual's privacy. The name, of course, will be disclosed to the Board of Legislators upon request.

Pursuant to Section 32 of the New York State Workers' Compensation Law, the County is permitted to reduce the liability for ongoing benefits by paying a lump sum to the employee. When a County employee suffers a work-related injury, he or she qualifies for Workers' Compensation benefits. Once the Workers' Compensation Board issues a permanency finding, the County is obligated to make continuing payments. Pursuant to Section 32 of the New York State Workers' Compensation Law, the County is permitted to reduce its liability for ongoing benefits by paying the employee a reduced lump sum. As a result of this lump sum, future payments are eliminated and the County realizes substantial savings.

In the past, the Department of Finance, in its role as administrator of the County's Workers' Compensation Program, has negotiated, with the cooperation of the County Attorney's Office, lump-sum settlements with the attorneys for injured employees. Such settlements have been and remain subject to final approval in the interest of justice by the New York State Workers' Compensation Board.

This settlement is based upon the following criteria:

1. The anticipated future litigation expenses;

2. The anticipated future loss-of-use award; and

3. The settlement amount proposed by the claimant's attorney.

Primary Incident

On Monday, July 2, 2018, at approximately 12:00 p.m., D.G., a Supervisor of Case Work in the Westchester County Department of Social Services (the "Department") was on foot as a pedestrian traversing the intersection of Martin Luther King Jr. Blvd. and Quarropas Street in White Plains, New York. She was then struck by motor vehicle operated by an independent contractor employed by the City of White Plains (the "Primary Incident").

As a result of the Primary Incident, D.G. sustained injuries to her neck, both wrists, both shoulders, left hip, right knee, and back. D.G. also sustained a concussion, post-traumatic stress disorder, and pain disorder. Said injuries required surgery for an ACL reconstruction with lateral menisecectomy, synovectomy, and chondroplasty on D.G.'s right knee.

Personal Injury Action

As a result of the primary incident, D.G. commenced a personal injury action against the City of White Plains and its independent contractor. On or about May 8, 2023, D.G. agreed in principle to settle the personal injury action for one million two hundred thousand ($1,200,000.00). On June 6, 2023, the County consented to the settlement (see Act No. 96-2023). On or about July 28, 2023, it received a check for its Workers' Compensation lien in the amount of forty-six thousand two hundred eighty-three and 50/100 dollars ($46,283.50).

Workers' Compensation – Expenses

Shortly after the injury—and on a parallel track to the above-referenced personal injury action—D.G. filed a claim for her injury with the NYS Workers' Compensation Board ("WCB"). The County did not controvert that claim.

To date, the County has paid on that claim medical expenses totaling one hundred twelve thousand seven hundred seventy-nine and 68/100 dollars ($112,779.68) and indemnity (lost wage) expenses totaling one hundred twenty-three thousand four hundred sixty-two and 19/100 dollars ($123,462.19). The County's total expenses on this claim to date total two hundred thirty-six thousand two hundred forty-one and 87/100 dollars ($236,241.87).

For the reader's convenience, a table setting forth those values is included below:

Expenses to Date			
	Medical	Indemnity	Total
Claim No. WC180161	$ 112,779.68	$ 123,462.19	$ 236,241.87

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Workers' Compensation – Permanency Award (Future Indemnity)

The County and D.G. are now disputing whether the Primary Incident permanently disabled D.G.—and, if so, to what degree. As with all litigation, it is unclear how this dispute will resolve if left to the WCB for decision. The third-party administrator of the County's Workers' Compensation fund (Triad Group LLC) estimates that:

(i) Duration of Award: WCB would likely award D.G. a Loss of Wage Earning Capacity ("LWEC") at 75%, which would entitle D.G. to 400 weeks (approximately 7.75 years) with no additional offsets; and

(ii) Rate of Award: WCB would likely set the award at $312.70/week, which would represent a substantial offset due to the amount recovered in the above-referenced third-party litigation and in accordance with the calculation set forth in Burns v Varriale, 9 NY3d 207 (2007) and its progeny.

Using these figures, the County estimates its total reserve in this matter to be one hundred twenty-five thousand eighty and 00/100 dollars (125,080.00). With a discount rate of 5%, the County estimates the net present value of that reserve to equal one hundred twenty one thousand eight hundred three and 02/100 dollars ($121,803.02).

For the reader's convenience, a table setting forth those values is included below:

Indemnity Exposure Calculation		
Estimated Indemnity Award - Rate	$	312.70
Estimated Indemnity Award - Duration		400 Weeks
Total Reserve	$	125,080.00
Discount Rate		5.0%
Total Reserve (Reduced to Net Present Value)	$	121,803.02

Workers' Compensation – Future Medical Expenses

Irrespective of whether WCB finds permanency and awards D.G. future indemnity payments, the County will still be the primary insurer for D.G.'s medical expenses related to the Primary Incident. Triad estimates those future payments to total seventy-eight thousand three hundred seventy-eight and 61/100 dollars ($78,378.61). However, as a result of the personal injury action settlement—and pursuant to Burns and its progeny—the County would be entitled to an offset in the amount of fifty thousand six hundred twenty-five and 51/100 dollars ($50,625.51), leaving the County responsible for an estimated twenty-seven thousand seven hundred fifty-three and 10/100 ($27,753.10).

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Proposed Settlement

D.G. has presented the County with a proposed settlement of all of her workers' compensation claims for fifty-two thousand four hundred three and 10/100 dollars ($52,403.10). That settlement includes a single lump sum to extinguish the County's obligation for D.G.'s future indemnity payments and medical reimbursements. Additionally, Triad's subcontractor for setting up Medicaid Set Aside quotes, MSA Advocates, LLC, has confirmed that this matter does not require approval from the Centers for Medicare & Medicaid Services.

If the County accepts the proposed settlement, its potential savings will total ninety-seven thousand one hundred fifty-three and 02/100 dollars ($97,153.02).

For the reader's convenience, a chart of the relevant figures appears below:

Projected Savings			
	Indemnity	**Medical**	**Total**
County Exposure	$ 121,803.02	$ 27,753.10	$ 149,556.12
Proposed Settlement	$ 24,650.00	$ 27,753.10	$ 52,403.10
Potential Savings	$ 97,153.02	$ -	$ 97,153.02

Based upon the foregoing, the County Attorney and the Commissioner of Finance request authority to compromise the liability of the County by contributing fifty-two thousand four hundred three and 10/100 dollars ($52,403.10) toward a lump-sum settlement in full satisfaction of the County's indemnity and medical obligation in all workers' compensation claims involving D.G.

We therefore recommend the accompanying Act.

TO: BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER

Your Committee is in receipt of a proposed Act which, if enacted by your Board, would authorize the County Attorney and the Commissioner of Finance to compromise the liability of the County of Westchester (the "County") to pay Workers' Compensation benefits to a former County employee, identified herein as "D.G." Consistent with prior practice in similar cases, we have deleted the name of the employee to protect the individual's privacy. The name, of course, will be disclosed to the Board of Legislators upon request.

Pursuant to Section 32 of the New York State Workers' Compensation Law, the County is permitted to reduce the liability for ongoing benefits by paying a lump sum to the employee. When a County employee suffers a work-related injury, he or she qualifies for Workers' Compensation benefits. Once the Workers' Compensation Board issues a permanency finding, the County is obligated to make continuing payments. Pursuant to Section 32 of the New York State Workers' Compensation Law, the County is permitted to reduce its liability for ongoing benefits by paying the employee a reduced lump sum. As a result of this lump sum, future payments are eliminated and the County realizes substantial savings.

The Department of Finance, in its role as administrator of the County's Workers' Compensation Program, has negotiated, with the cooperation of the County Attorney's Office, lump-sum settlements with the attorneys for injured employees. Such settlements have been and remain subject to final approval in the interest of justice by the New York State Workers' Compensation Board.

Employee:	D.G.
Department:	Social Services
Dates of Primary Injury:	July 2, 2018
Injuries:	Neck, wrists, shoulders, left hip, right knee, back
Lump-Sum Settlement (Medical & Indemnity):	$52,403.10

Your Committee has carefully considered the matter and recommends authorizing the County Attorney and the Commissioner of Finance to compromise the liability of the County to pay Workers' Compensation benefits to the above-named former County employee, thereby reducing the liability for ongoing benefits by paying a lump sum to and/or for the benefit of D.G. An affirmative vote of a majority of the Board is required to pass this legislation.

Dated 2026
White Plains, New York

COMMITTEE ON

2026.07.28 STC

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

SUBJECT: Settlement of Workers Comp Benefits (D.G.) **NO FISCAL IMPACT PROJECTED**

OPERATING BUDGET IMPACT

SECTION A - FUND

X GENERAL FUND AIRPORT FUND SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense $52,403

Total Current Year Revenue

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

Additional Appropriations Other (explain)

Identify Accounts: 613-57-0018-4280

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: Sean T. Carey

Title: Associate County Attorney

Department: Law

Date: 07/09/2026

Approved by: Lawrence Soule Digitally signed by Lawrence Soule Date: 2026.07.09 15:07:32 -04'00'

Budget Director

Date: 07/09/2026

ACT NO. ____ – 2026

AN ACT authorizing the County Attorney and the Commissioner of Finance to compromise the liability of the County of Westchester and pay a reduced lump sum to a former County employee in lieu of future payments.

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

1. The County Attorney and the Commissioner of Finance are hereby authorized to compromise the County's obligation to pay Workers' Compensation benefits to D.G., a former employee, by contributing $52,403.10 towards a lump-sum settlement, thereby extinguishing the County's liability for ongoing benefits to and/or for the benefit of the employee.

2. The County Attorney or his designee and the Commissioner of Finance or her designee are hereby authorized to execute and deliver all documents and take such actions as the County Attorney and/or the Commissioner of Finance deem necessary or desirable to accomplish the purposes hereof.

3. This Act shall take effect immediately.

WESTCHESTER COUNTY BOARD OF LEGISLATORS

Voice of the People of Westchester County for over 300 years

Margaret A. Cunzio
Minority Leader, Legislator, 3rd District
Co-Chair, Committee on Rules

Committee Assignments:
Appointments
Legislation
Public Safety & Veterans
Seniors & Youth

From: Margaret Cunzio, Legislator, District 3

Date: July 28, 2026

Re: Strengthening and potentially expanding the Westchester County Dog Tethering Law

Purpose and Intent

The purpose of this proposed amendment is to strengthen Westchester County's existing dog tethering law by increasing its deterrent effect and enhancing protections for animals subjected to cruel or unlawful tethering.

Justification

Westchester County's existing tethering law is among the strongest in New York State; however, Nassau County has recently adopted two additional enforcement provisions that would further advance the County's objective of preventing animal cruelty. Reclassifying an initial violation as a misdemeanor would provide a more meaningful deterrent to unlawful tethering, while authorizing judicial forfeiture of an animal upon conviction would enable courts, where appropriate, to protect animals from continued mistreatment. These targeted amendments would enhance enforcement without altering the substantive standards already established under Westchester law.

Proposed Provisions

1. Reclassify a First Offense as a Misdemeanor.

2. Authorize Judicial Forfeiture of the Animal.

3. Maintain Existing Substantive Tethering Standards.

4. Increase Deterrence and Enhance Animal Protection.

Legal Authority

TBD

Fiscal Impact

TBD

Tel: (914) 995-2847 Fax: (914) 995-3884 E-mail: mac5@westchestercountyny.gov

800 Michaelian Office Bldg., 148 Martine Avenue, White Plains, N.Y. 10601 • www.westchesterlegislatorsny.gov • 914.995.2800 (main v

Conclusion

These limited amendments would build upon an already comprehensive tethering law by enhancing its deterrent effect and providing additional safeguards for vulnerable animals. Adoption of these provisions would reaffirm Westchester County's longstanding commitment to the humane treatment and protection of dogs.

WESTCHESTER COUNTY BOARD OF LEGISLATORS
Voice of the People of Westchester County for over 300 years

Tyrae Woodson-Samuels
Legislator, 13th District
Chair, Committee on Budget & Appropriations

Committee Assignments:
Infrastructure & Housing
Public Safety & Veterans
Intergovernmental Affairs
Small Business

To: Honorable Members of the Westchester County Board of Legislators
From: Hon. Tyrae Woodson-Samuels, County Legislator, District 13
Date: TBD
Re: Memo of Legislation — MWBE and Local Small Business Prompt Payment Act

PURPOSE AND OVERVIEW

The purpose of this legislation is to promote fairness, transparency, and timely payment for minority-owned, women-owned, local, small, and emerging businesses performing work on County contracts.

For many small businesses, the issue is not only whether they can win work. It is whether they can survive the payment cycle after the work is done. Delayed payments can make it harder for small firms to cover payroll, buy materials, pay insurance, maintain bonding, or bid on future projects.

This legislation is intended to make County contracting more accessible, more accountable, and more supportive of local economic growth.

KEY PROVISIONS

This legislation would require prime contractors on covered County contracts to timely pay subcontractors after receiving payment from the County for approved work.

Prime contractors would be required to submit subcontractor payment certifications as part of their contract compliance documentation. Covered contracts would include clear payment timeline expectations, and subcontractors would have access to a complaint and review process if they experience repeated or unjustified payment delays.

The County would be authorized to track payment performance and consider repeated late-payment history in future responsibility determinations, contract compliance reviews, or procurement evaluations, to the extent permitted by law.

The County would also submit an annual report to the Board of Legislators regarding subcontractor payment performance, MWBE participation, small business participation, local business access, complaints received, and recommendations for improving procurement fairness.

Tel: (914) 995-2837 • Fax: (914) 995-3884 • E-mail: twss@westchestercountyny.gov
800 Michaelian Office Bldg., 148 Martine Avenue, White Plains, N.Y. 10601 • westchesterlegislatorsNY.gov • 914.995.2800 (main voi

WESTCHESTER COUNTY BOARD OF LEGISLATORS
Voice of the People of Westchester County for over 300 years

Tyrae Woodson-Samuels
Legislator, 13th District
Chair, Committee on Budget & Appropriations

Committee Assignments:
Infrastructure & Housing
Public Safety & Veterans
Intergovernmental Affairs
Small Business

FINDINGS AND RATIONALE

Small businesses and MWBEs are essential to Westchester County's economy. They create jobs, build local wealth, support competition, and help ensure that public dollars circulate in the communities they are meant to serve.

However, small businesses often operate with thinner margins than larger firms. When payment is delayed, the impact can be immediate and severe. A firm that performs approved work on a County project should not be forced into financial hardship because payment is held up without justification.

This legislation does not create a new spending program. It improves the way existing County contracts are administered and helps make public contracting more fair, transparent, and accessible.

COORDINATION, EXISTING LAW, AND IMPLEMENTATION

The County shall coordinate with the Department of Public Works and Transportation, Department of Finance, Department of Law, Department of Consumer Protection and any County office or staff responsible for MWBE compliance or vendor management.

The County may also consult with small business organizations, chambers of commerce, contractor associations, organized labor, MWBE organizations, and municipal partners.

This legislation is intended to complement existing County procurement rules, state prompt payment principles, MWBE participation efforts, and contract compliance procedures. It shall be implemented in a manner consistent with state law, County procurement requirements, and advice from the Law Department.

FISCAL AND COMMUNITY IMPACT

The fiscal impact is expected to be limited and primarily administrative. Implementation may require staff time for compliance review, reporting, and complaint intake, but it does not require a broad new spending program.

No property tax increase is required by this legislation. Any additional staffing, technology, or compliance resources would be subject to appropriation.

Tel: (914) 995-2837 • Fax: (914) 995-3884 • E-mail: twss@westchestercountyny.gov
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Tyrae Woodson-Samuels
Legislator, 13th District
Chair, Committee on Budget & Appropriations

Committee Assignments:
Infrastructure & Housing
Public Safety & Veterans
Intergovernmental Affairs
Small Business

The economic development impact may be positive by improving cash flow for small businesses, expanding access to County contracts, increasing competition, and supporting local job creation. The housing impact is indirect, though improved contractor participation may benefit County-supported housing and infrastructure projects. There is no direct adverse environmental impact.

REVIEW AND EFFECTIVE DATE

The Board of Legislators shall review the effectiveness of this legislation three years after enactment.

This Local Law shall take effect one hundred eighty days after filing with the Secretary of State.

Respectfully,

Tyrae Woodson-Samuels
Westchester County Legislator, District 13

WESTCHESTER COUNTY BOARD OF LEGISLATORS
Voice of the People of Westchester County for over 300 years

Tyrae Woodson-Samuels
Legislator, 13th District
Chair, Committee on Budget & Appropriations

Committee Assignments:
Infrastructure & Housing
Public Safety & Veterans
Intergovernmental Affairs
Small Business

To: Honorable Members of the Westchester County Board of Legislators
From: Hon. Tyrae Woodson-Samuels, County Legislator, District 13
Date: TBD
Re: Memo of Legislation — Utility Bill Navigation and Energy Affordability Act

PURPOSE AND OVERVIEW

The purpose of this legislation is to establish a Utility Bill Navigation and Energy Affordability Initiative to help Westchester residents access existing programs that can reduce heating, cooling, electric, gas, and overall household energy costs.

Utility bills are one of the most direct affordability pressures residents face. For seniors, working families, renters, homeowners, and residents on fixed incomes, even a modest increase in energy costs can create real strain.

This legislation does not create a new County utility subsidy. Instead, it makes government easier to navigate by helping residents connect with programs that already exist.

KEY PROVISIONS

This legislation would direct the County to create an Energy Affordability Navigator program or coordinated resource hub to assist residents with HEAP, emergency HEAP, utility affordability programs, arrears assistance, weatherization, energy efficiency programs, community solar, and other available resources.

The County would conduct outreach through libraries, senior centers, DSS offices, municipalities, community organizations, houses of worship, and public events.

The initiative would also include public education around utility scams, predatory energy service contracts, unnecessary charges, and practical ways residents can reduce energy costs.

The County would submit an annual Energy Affordability and Utility Assistance Report to the Board of Legislators showing residents assisted, referrals made, outreach conducted, communities with high energy burden, partnerships formed, and recommendations for improvement.

WESTCHESTER COUNTY BOARD OF LEGISLATORS
Voice of the People of Westchester County for over 300 years

Tyrae Woodson-Samuels
Legislator, 13th District
Chair, Committee on Budget & Appropriations

Committee Assignments:
Infrastructure & Housing
Public Safety & Veterans
Intergovernmental Affairs
Small Business

FINDINGS AND RATIONALE

Utility costs are a major part of the affordability crisis. A household may be able to afford rent or a mortgage on paper, but still fall behind because of heating, cooling, electric, or gas costs.

Many residents qualify for assistance programs but are not enrolled because they do not know about them, find the process difficult, or lack help completing applications.

A navigation-focused approach allows the County to reduce financial pressure on residents without creating a costly new entitlement. It also helps prevent utility shut-offs, arrears, and emergency social service needs.

COORDINATION, EXISTING LAW, AND IMPLEMENTATION

The County shall coordinate with the Department of Social Services, Department of Senior Programs and Services, Department of Consumer Protection, Department of Planning, municipalities, utilities, state agencies, nonprofit providers, and community organizations.

This legislation is intended to complement existing programs such as HEAP, emergency HEAP, weatherization assistance, utility affordability programs, energy efficiency incentives, and other state, federal, utility, and nonprofit resources.

Implementation shall focus on outreach, enrollment assistance, public education, and referral coordination.

FISCAL AND COMMUNITY IMPACT

The fiscal impact is expected to be limited and primarily administrative. The initiative may be implemented through existing County outreach, social services, senior services, and consumer protection infrastructure where feasible.

Any new staffing, technology, public education campaign, or nonprofit contract would require separate appropriation.

This legislation is not intended to require a property tax increase.

Tel: (914) 995-2837 • Fax: (914) 995-3884 • E-mail: twss@westchestercountyny.gov
800 Michaelian Office Bldg., 148 Martine Avenue, White Plains, N.Y. 10601 • westchesterlegislatorsNY.gov • 914.995.2800 (main voi

WESTCHESTER COUNTY BOARD OF LEGISLATORS
Voice of the People of Westchester County for over 300 years

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Legislator, 13th District
Chair, Committee on Budget & Appropriations

Committee Assignments:
Infrastructure & Housing
Public Safety & Veterans
Intergovernmental Affairs
Small Business

The environmental impact may be positive by connecting residents to weatherization, energy efficiency, and clean energy programs. The housing impact may be positive by helping households maintain essential utility service and avoid destabilizing arrears. The economic impact may include reduced household energy burden and less pressure on emergency assistance systems.

REVIEW AND EFFECTIVE DATE

The Board of Legislators shall review the initiative one year after enactment.

This Local Law shall take effect ninety days after filing with the Secretary of State.

Respectfully,

Tyrae Woodson-Samuels
Westchester County Legislator, District 13

Tel: (914) 995-2837 • Fax: (914) 995-3884 • E-mail: twss@westchestercountyny.gov
800 Michaelian Office Bldg., 148 Martine Avenue, White Plains, N.Y. 10601 • westchesterlegislatorsNY.gov • 914.995.2800 (main voi

New Rochelle
Industrial Development Agency
City Hall, 515 North Avenue, New Rochelle, NY 10801
Phone (914) 654-2185 Fax (914) 632-3626

NOTICE LETTER

Notice of Public Hearing and Distribution of Inducement Resolution

June 12, 2026

VIA CERTIFIED MAIL

To: Chief Executive Officers of
Affected Tax Jurisdictions Listed on Schedule A

Re: New Rochelle Industrial Development Agency: Public Hearing with Respect to Financial Assistance for BRP 466 Main Street LLC

Project at 466 Main Street, City of New Rochelle (the "Project")

Ladies and Gentlemen:

On Wednesday, June 24, 2026, at 7:30 p.m., local time, at New Rochelle City Hall in the City Council Conference Room at 515 North Avenue, New Rochelle, New York 10801, the New Rochelle Industrial Development Agency (the "Agency") will conduct a public hearing (the "Public Hearing") regarding the above-referenced project. Attached is a copy of the Notice of Public Hearing describing the Project and the financial assistance being contemplated by the Agency. The Notice has been submitted to *The Journal News* for publication.

You are welcome to attend such Public Hearing at which time you will have an opportunity to review the Project Application and present your views, both orally and in writing, with respect to the proposed Project. We are providing this notice of public hearing to you, pursuant to General Municipal Law Section 859-(a), as the chief executive officer of an affected tax jurisdiction within which the Project is located.

On May 27, 2026, the Agency adopted an inducement resolution (the "Inducement Resolution") with respect to the Project. Pursuant to Chapter 766 of the Laws of 2022 of the State of New York, effective January 1, 2023, enclosed please find a copy of such as-adopted and certified Inducement Resolution.

Very truly yours,

NEW ROCHELLE INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Name: Adam Salgado
Title: Executive Director

Schedule A

Chief Executive Officers of
Affected Tax Jurisdictions and School District Clerk

County of Westchester

#9489-0090-0027-6768-9041-43
The Honorable Kenneth Jenkins
Westchester County Executive
148 Martine Avenue
White Plains, New York 10601

#9489-0090-0027-6768-9041-50
The Honorable Vedat Sashi, Chair
Westchester County Board of Legislators
800 Michaelian Office Building
White Plains, New York 10601

City of New Rochelle

#9489-0090-0027-6768-9041-67
The Honorable Yadira Ramos-Herbert
Mayor of the City of New Rochelle
515 North Avenue
New Rochelle, New York 10801

#9489-0090-0027-6768-9041-74
Wilfredo Melendez
City Manager
515 North Avenue
New Rochelle, New York 10801

City School District of New Rochelle

#9489-0090-0027-6768-9041-81
William Iannuzzi, President
Board of Education
City School District of New Rochelle
515 North Avenue
New Rochelle, New York 10801

#9489-0090-0027-6768-9041-98
Dr. Corey W. Reynolds
Superintendent of Schools
City School District of New Rochelle
515 North Avenue
New Rochelle, New York 10801

#9489-0090-0027-6768-9042-04
Millie Bonilla, Clerk and Secretary to the
Board of Education
City School District of New Rochelle
515 North Avenue
New Rochelle, New York 10801

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing pursuant to Title 1 of Article 18-A of the New York State General Municipal Law (the "Act"), will be held by the New Rochelle Industrial Development Agency (the "Agency") on Wednesday, June 24, 2026, at 7:30 p.m., local time, at New Rochelle City Hall in the City Council Conference Room at 515 North Avenue, New Rochelle, New York 10801 in connection with the following matter:

BRP 466 MAIN STREET LLC, a New York limited liability company, for itself or on behalf of an entity formed or to be formed by it or on its behalf (the "Company"), has submitted an Application to the Agency (the "Application") requesting that the Agency enter into a transaction (the "Project") in which the Agency will assist in the acquisition, construction, reconstruction, redevelopment and equipping of a certain facility consisting of: (A) the Agency taking title, possession or control (by deed, lease, license or otherwise) in certain land located at 466 Main Street in the City of New Rochelle, being more fully identified as Section 1, Block 215, Lot 32 (the "Land"); (B) the construction, reconstruction, renovation and equipping on the Land of approximately 525,926 square feet of space comprised of (1) a new residential tower containing of approximately 489 residential units with premium amenities, (2) approximately 6,000 square feet of retail space, and (3) an approximately 448-space parking garage (the "Improvements"); and (C) the acquisition and installation by the Company in and around the Land and the Improvements of items of equipment and other tangible personal property (the "Equipment"; and, together with the Land and the Improvements, collectively, the "Facility").

The Agency will take title, possession or control (by deed, lease, license or otherwise) in the Facility, and will lease or sublease the Facility and the furnishings, fixtures and equipment located therein to the Company. The Agency contemplates that it will provide financial assistance to the Company in the form of (i) exemptions from sales and use taxes otherwise payable upon the purchase or lease of materials, furnishings, fixtures and equipment, and other taxable personal property; (ii) exemptions from mortgage recording taxes in connection with the acquisition financing, construction financing and/or permanent financing or any subsequent refinancing of the costs of the acquisition, construction, renovation, reconstruction, refurbishing and equipping of the Facility as permitted by New York State law and (iii) an abatement of real property taxes in such amount as the Agency may determine in order to accomplish the purposes of the Project (collectively, the "Financial Assistance").

A representative of the Agency will, at the above-stated time and place, hear and accept written comments from all persons with views in favor of or opposed to either the proposed Financial Assistance to the Company or the location or nature of the Facility, including, without limitation, the retail nature of the proposed Facility. At the public hearing, all persons will have the opportunity to review the application for financial assistance filed by the Company with the Agency and an analysis of the costs and benefits of the proposed Facility.

Dated: June 14, 2026

NEW ROCHELLE INDUSTRIAL
DEVELOPMENT AGENCY

By: Adam Salgado
Executive Director

COPY

Date: May 27, 2026

At a meeting of the New Rochelle Industrial Development Agency (the "Agency"), held on May 27, 2026, at City Hall, 515 North Avenue, New Rochelle, New York, the following members of the Agency were:

Present:	**Robert Balachandran, Chair** **Shane Osinloye, Vice-Chair** **Garrett Thelander, Secretary** **Miguel Ayala, Member** **Keith Singletary, Member**
Absent:	**Howard Greenberg, Treasurer** **William Iannuzzi, Member**
Also Present:	**Adam Salgado, IDA Executive Director, Commissioner of Developmen** **Roisin Ponkshe, IDA Economic Development Consultant** **Adriana Baranello, Transaction Counsel – Harris Beach**

After the meeting had been duly called to order, the Chair announced that among the purposes of the meeting was to consider and take action on certain matters pertaining to the BRP 466 Main Street LLC project located at 466 Main Street, in the City of New Rochelle, New York.

The following resolution was duly moved by Mr. Osinloye, seconded by Mr. Thelander, discussed and adopted with the following members voting:

Voting Aye	Voting Nay
Balachandran	
Osinloye	
Thelander	
Ayala	
Singletary	

COPY

RESOLUTION OF THE NEW ROCHELLE INDUSTRIAL DEVELOPMENT AGENCY: (i) ACCEPTING THE APPLICATION OF BRP 466 MAIN STREET LLC WITH RESPECT TO A CERTAIN PROJECT (AS MORE FULLY DESCRIBED BELOW) LOCATED AT 466 MAIN STREET, CITY OF NEW ROCHELLE; (ii) AUTHORIZING A PUBLIC HEARING WITH RESPECT TO THE PROJECT; AND (iii) DESCRIBING THE FORMS OF FINANCIAL ASSISTANCE BEING CONTEMPLATED BY THE AGENCY

WHEREAS, by Title I of Article 18-A of the General Municipal Law of the State of New York, as amended, and Chapter 785 of the Laws of 1976 of the State of New York, as the same may be amended from time to time (collectively, the "Act"), the **NEW ROCHELLE INDUSTRIAL DEVELOPMENT AGENCY** (the "Agency"), was created with the authority and power among other things, to assist with the acquisition of certain industrial development projects as authorized by the Act; and

WHEREAS, the Act authorizes the Agency (1) to promote the economic welfare, recreational opportunities and prosperity of the inhabitants of the City of New Rochelle, and (2) to promote, attract, encourage and develop recreation and economically sound commerce and industry through governmental action for the purpose of preventing unemployment and economic deterioration; and

WHEREAS, **BRP 466 MAIN STREET LLC**, a New York limited liability company, for itself or on behalf of an entity formed or to be formed by it or on its behalf (the "Company"), has submitted an Application to the Agency (the "Application") requesting financial assistance through a straight-lease transaction (as each such term is defined in the Act) for a proposed project in the City of New Rochelle, New York (the "Project"); and

WHEREAS, the Company has submitted an Application to the Agency requesting the Agency's assistance with a certain project (the "Project") consisting of: (A) the Agency taking title, possession or control (by deed, lease, license or otherwise) in certain land located at 466 Main Street in the City of New Rochelle, being more fully identified as Section 1, Block 215, Lot 32 (the "Land"); (B) the construction, reconstruction, renovation and equipping on the Land of approximately 525,926 square feet of space comprised of (1) a new residential tower containing of approximately 489 residential units with premium amenities, (2) approximately 6,000 square feet of retail space, and (3) an approximately 448-space parking garage (the "Improvements"); and (C) the acquisition and installation by the Company in and around the Land and the Improvements of items of equipment and other tangible personal property (the "Equipment"; and, together with the Land and the Improvements, collectively, the "Facility"); and

WHEREAS, the Company has represented that the Project is expected to maintain and increase employment in the City of New Rochelle and has made additional factual representations concerning itself and the Project upon which the Agency is relying in adopting this resolution; and

WHEREAS, the Company has represented that the requested Financial Assistance (as defined in Section 2 herein below) is essential to the economic viability of the Project and is a necessary component of the financial structure of the Project; and

COPY

WHEREAS, the Agency intends to induce the Company to proceed with the development of the Project pending completion of arrangements by the Company and the Agency for the provision by the Agency of the Financial Assistance; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law ("SEQRA") and the regulations of the Department of Environmental Conservation of the State of New York thereunder (the DEC Regulations"), the Agency constitutes a "State Agency"; and

WHEREAS, the Agency has made no determination with respect to the Project under SEQRA; and

WHEREAS, as a condition to the provision of the Financial Assistance, the Company shall agree to indemnify the Agency against certain losses, claims, expenses, damages and liabilities which may arise in connection with the transactions contemplated.

NOW, THEREFORE, BE IT RESOLVED by the Agency (a majority of the members thereof affirmatively concurring) as follows:

Section 1. Qualification of Project. Subject to the qualifications hereinafter set forth, the Agency hereby determines that undertaking and providing Financial Assistance to the Company in connection with the Project (i) will promote and maintain the job opportunities, health, general prosperity and economic welfare of the citizens of the City of New Rochelle and the State of New York and improve their standard of living, (ii) will not result in the removal of an industrial, manufacturing or commercial plant of the Company or any occupant of the Facility from one area of the State to another area of the State or in the abandonment of one or more plants or facilities of the Company or any occupant of the Facility except as permitted by the Act, and (iii) is authorized by the Act and will be in furtherance of the policy of the State of New York as set forth therein.

Section 2. Authorization to Proceed. Subject to the qualifications hereinafter set forth, the Agency hereby authorizes the Company to proceed with the Project as herein described. The Chair of the Agency, the Executive Director, or any person either of them shall delegate, is hereby authorized to negotiate, in accordance with the terms of the Act, the terms of the transactions between the Agency and the Company which will permit the provision of Financial Assistance to the Company in connection with the Project in an amount necessary to undertake and complete the Project, including the providing of (i) an exemption from sales and use taxes, (ii) an exemption from mortgage recording taxes as permitted by New York State law, and (iii) a partial abatement of ad valorem real property taxes (collectively, the "Financial Assistance").

Section 3. SEQRA. The Agency hereby finds and determines that this Resolution constitutes a determination of compliance with technical requirements within the meaning of Section 617.5(c)(28) of the DEC Regulations and does not constitute, and shall not be deemed to constitute, an approval by the Agency of the Project for the purposes of SEQRA.

Section 4. Assistance of Company. The members, representatives, and agents of the Agency are hereby authorized and directed to take all actions deemed appropriate to assist the

COPY

Company in commencing and carrying out the Project.

Section 5. No Recourse or Personal Liability. No provision of this resolution or any other related document shall constitute or give rise to a charge upon the general credit of the Agency or impose upon the Agency a pecuniary liability. No recourse shall be had for the payment of, or the performance of any obligation in connection therewith against any member, representative or agent of the Agency, nor is or shall any such person become personally liable for any such payment or performance.

Section 6. Financial Assistance. Subject to the other terms of this resolution, including Section 8 below, the Agency, in its discretion, will provide such Financial Assistance as may be permitted by law and may be suitable to advance the Project.

Section 7. Municipal Review. The members, representatives and agents of the Agency are hereby authorized, in accordance with Section 859-a of the Act to give notice of and hold a public hearing with respect to the Project.

Section 8. GML Section 875. The terms and conditions of subdivision 3 of Section 875 of the General Municipal Law are hereby incorporated herein and made a part of this resolution.

Section 9. Preliminary Inducement. The transactions contemplated hereunder in connection with the Project are subject to the following conditions: (i) the completion of the notice and hearing requirements set forth in Section 7 above; (ii) compliance with SEQRA; (iii) confirmation of the findings and determinations set forth in Section 1 above; and (iv) adoption by the Agency of a final resolution authorizing the transactions contemplated hereunder.

Section 10. Effect of Resolution. In adopting this resolution, notwithstanding any other provision hereof, the Agency assumes no responsibility for obtaining or assisting the Company in obtaining financing, including the provision of sales tax exemptions and/or other incentives, for the Project. This resolution is not a contract between the Agency and the Company and it shall not be construed as such. The Agency shall not be bound or committed in any way except by further action taken following completion of the review required by SEQRA and the public hearing described in Section 7 above. A copy of this Resolution shall be placed on file in the office of the Agency where the same shall be available for public inspection during business hours.

Section 11. Effective Date. This resolution shall take effect immediately. The Agency, at its discretion, may elect to repeal or amend this resolution from time to time.

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COPY

SECRETARY'S CERTIFICATION

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

I, the undersigned Secretary of the New Rochelle Industrial Development Agency, DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the New Rochelle Industrial Development Agency (the "Agency"), including the resolutions contained therein, held on May 27, 2026, with the original thereof on file in the Agency's office, and that he same is a true and correct copy of the proceedings of the Agency and of such resolutions set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

I FURTHER CERTIFY that public notice of the time and place of said meeting was duly given to the public and the news media in accordance with the New York Open Meetings Law, constituting Chapter 511 of the Laws of 1976 of the State of New York, that all members of said Agency had due notice of said meeting and that the meeting was in all respects duly held.

IN WITNESS WHEREOF, I have hereunto set my hand as of the ___ day of _____, 2026.

By: _____
Secretary

HARRIS BEACH MURTHA
ATTORNEYS AT LAW

445 HAMILTON AVENUE, SUITE 1206
WHITE PLAINS, NEW YORK 10601
914.683.1200

ADRIANA M. BARANELLO
ASSOCIATE
DIRECT: 914.298.3023
FAX: 914.683.1210
ABARANELLO@HARRISBEACHMURTHA.COM

July 13, 2026

VIA FEDERAL EXPRESS
#8741 3471 3060
Lloyd Tasch, IAO
Assessor
City of White Plains
255 Main Street
White Plains, New York 10601

Re: *NW Plains Venture LLC and County of Westchester Industrial Development Agency, PILOT Agreement and NYS Form RP-412-a, "Application for Real Property Tax Exemption"*

Premises: *20 Haarlem Avenue, 7-11 Holland Avenue, and 27 Holland Avenue, City of White Plains, City of White Plains*
SBL: 120.19-3-1.1; SBL: 120.20-14-1.1; and SBL: 120.19-4-1.1

Dear Mr. Tasch:

On behalf of the County of Westchester Industrial Development Agency, I have enclosed for you, the Assessor of the jurisdiction within which the above-referenced project is located, a NYS Form RP-412-a "Application for Real Property Tax Exemption" with a signed copy of the related Payment in Lieu of Taxes Agreement for Split Project (the "PILOT Agreement"), dated June 1, 2026, by and between the County of Westchester Industrial Development Agency (the "Agency") and NW Plains Venture LLC (the "Company").

This letter is being transmitted to you and each Affected Taxing Jurisdiction associated with the Property described within Tax Agreement. Should you have any questions or concerns regarding the foregoing, please do not hesitate to contact me at (914) 298-3023.

Sincerely,

Adriana M. Baranello

Enclosure

Schedule A

WESTCHESTER COUNTY

Via Certified Mail
No. 9589071052704008617090
The Honorable Kenneth Jenkins
Westchester County Executive
148 Martine Avenue, 9th Floor
White Plains, New York 10601

Via Certified Mail
No. 9589071052704008617083
The Honorable Vedat Gashi
Chair of Westchester County Board of Legislators
148 Martine Avenue, 8th Floor
White Plains, New York 10601

Via Certified Mail
No. 9589071052704008617106
Contracts and Real Estate Bureau
Westchester County Attorney's Office
148 Martine Avenue, 6th Floor
White Plains, New York 10601

Via Certified Mail
No. 9589071052704008617113
Commissioner
Westchester County Department of Finance
148 Martine Avenue, Suite 720
White Plains, New York 10601

Via Certified Mail
No. 9589071052704008617120
Westchester County Tax Commission
Attn: Executive Director
110 Dr. Martin Luther King Jr. Blvd.
Room L-222
White Plains, New York 10601

Via Certified Mail
No. 9589071052704008617137
First Deputy Commissioner
Westchester County Department of Finance
148 Martine Avenue, Suite 720
White Plains, New York 10601

CITY OF WHITE PLAINS

Via Certified Mail
No.9589071052704008617144
The Honorable Justin Brasch
Mayor of the City of White Plains
255 Main Street
White Plains, New York 10601

WHITE PLAINS PUBLIC SCHOOLS

Via Certified Mail
No.9589071052704008617151
Dr. Joseph Ricca
Superintendent of Schools
White Plains Public Schools
5 Homeside Lane
White Plains, New York 10605

Via Certified Mail
No.9589071052704008617168
Rosemarie Eller
President of the Board of Education
White Plains Public Schools
5 Homeside Lane
White Plains, New York 10605

NYS DEPARTMENT OF TAXATION & FINANCE
OFFICE OF REAL PROPERTY TAX SERVICES

RP-412-a (1/95)

INDUSTRIAL DEVELOPMENT AGENCIES
APPLICATION FOR REAL PROPERTY TAX EXEMPTION
(Real Property Tax Law, Section 412-a and General Municipal Law, Section 874)

1. INDUSTRIAL DEVELOPMENT AGENCY (IDA)

Name: County of Westchester Industrial Dev Agency
Street: 148 Martine Avenue
City: White Plains, New York, USA 10601
Telephone no. Day (914) 995-2913
Evening ( )
Contact: Joan McDonald
Title: Chairperson

2. OCCUPANT (IF OTHER THAN IDA)
(If more than one occupant attach separate listing)

Name: NW Plains Venture LLC
Street: 100 Park Avenue, 36th Floor
City: New York, New York 10017
Telephone no. Day (212) 488-1745
Evening ( )
Contact: Steven Smith
Title: Authorized Party

3. DESCRIPTION OF PARCEL

a. Assessment roll description (tax map no.,/roll year) 120.19-3-1.1, 120.19-4-1.1, 120.20-14-1.1/2026
b. Street address: 20 Haarlem, 7-11 Holland, 27 Holland
c. City, Town or Village: White Plains, New York, USA
d. School District: White Plains
e. County: Westchester
f. Current assessment:
g. Deed to IDA (date recorded; liber and page): Leasehold (pending; pending)

4. GENERAL DESCRIPTION OF PROPERTY (if necessary, attach plans or specifications)

a. Brief description (include property use): two 6-story buildings consisting of approx. 296 residential rental units, amenities for the residents, retail space, enclosed parking, public park and dog run
b. Type of construction: New build
c. Square footage: 393,000
d. Total cost: $169,042,270
e. Date construction commenced: Immediately
f. Projected expiration of exemption (i.e. date when property is no longer possessed, controlled, supervised or under the jurisdiction of IDA): December 31, 2041

5. SUMMARIZE AGREEMENT (IF ANY) AND METHOD TO BE USED FOR PAYMENTS TO BE MADE TO MUNICIPALITY REGARDLESS OF STATUTORY EXEMPTION
(Attach copy of the agreement or extract of the terms relating to the project).

a. Formula for payment: See attached PILOT Agreement
b. Projected expiration date of agreement: December 31, 2041

c. Municipal corporations to which payments will be made

	Yes	No
County Westchester	☑	☐
Town/City White Plains	☑	☐
Village	☐	☑
School District White Plains	☑	☐

d. Person or entity responsible for payment

Name Steven Smith
Title Authorized Party

Address 100 Park Ave, 36th Fl
New York, New York 10017

e. Is the IDA the owner of the property? ☐ Yes ☑ No (check one)
If "No" identify owner and explain IDA rights or interest in an attached statement. IDA has leasehold interest in property

Telephone 914-995-2913

6. Is the property receiving or has the property ever received any other exemption from real property taxation? (check one) ☐ Yes ☑ No

If yes, list the statutory exemption reference and assessment roll year on which granted:
exemption _____ assessment roll year _____

7. A copy of this application, including all attachments, has been mailed or delivered on _____ (date) to the chief executive official of each municipality within which the project is located as indicated in Item 3.

CERTIFICATION

I, Joan McDonald (Name), Chairperson (Title) of County of Westchester Industrial Dev Agency (Organization) hereby certify that the information on this application and accompanying papers constitutes a true statement of facts.

July 10, 2026
Date

Joan McDonald
Signature

FOR USE BY ASSESSOR

1. Date application filed _____
2. Applicable taxable status date _____
3a. Agreement (or extract) date _____
3b. Projected exemption expiration (year) _____
4. Assessed valuation of parcel in first year of exemption $ _____
5. Special assessments and special as valorem levies for which the parcel is liable:

_____

_____

Date

Assessor's signature

COUNTY OF WESTCHESTER INDUSTRIAL DEVELOPMENT AGENCY

and

NW PLAINS VENTURE LLC

PAYMENT IN LIEU OF TAXES AGREEMENT

Dated as of:
July 1, 2026

IDA OSC Project Code:
5506-26-02

Property:
20 Haarlem Avenue, 27 Holland Avenue and 7-11 Holland Avenue
City of White Plains
Westchester County, New York

Tax Map ID:
Section: 120.19, Block 3, Lot 1.1
Section: 120.20, Block 14, Lot 1.1
Section: 120.19, Block 4, Lot 1.1

PAYMENT IN LIEU OF TAXES AGREEMENT

PAYMENT IN LIEU OF TAXES AGREEMENT, dated as of July 1, 2026 (this "**PILOT Agreement**"), by and between the **COUNTY OF WESTCHESTER INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation of the State of New York (the "**State**") having an office for the transaction of business at 148 Martine Avenue, White Plains, New York 10601 (the "**Agency**"), and **NW PLAINS VENTURE LLC**, a limited liability company duly organized and existing under the laws of the State of Delaware, and authorized to do business in the State of New York, having an office at 100 Park Avenue, 36th Floor, New York, New York, 10017 (the **"Company**").

W I T N E S S E T H:

WHEREAS, Title 1 of Article 18-A of the General Municipal Law of the State (the "**IDA Act**") was duly enacted into law as Chapter 1030 of the Laws of 1969 of the State; and

WHEREAS, the IDA Act, as amended from time to time, authorizes and provides for the creation of industrial development agencies for the benefit of the several counties, cities, villages and towns in the State and empowers such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip and furnish real and personal property, whether or not now in existence or under construction, which shall be suitable for, among other things, manufacturing, warehousing, research, civic, commercial or industrial purposes, in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State and to improve their recreation opportunities, prosperity and standard of living; and

WHEREAS, the Enabling Act further authorizes each such agency to lease and to sell its projects, to charge and collect rent therefor, to mortgage any or all of its facilities and to enter into an agreement which includes provisions such as those contained in this PILOT Agreement; and

WHEREAS, pursuant to and in accordance with the provisions of the IDA Act, Chapter 788 of the Laws of 1976 of the State, as amended by Chapter 564 of the Laws of 1983 (said chapter and the IDA Act, as amended, being hereinafter collectively referred to as the "**Act**"), the Agency was created for the benefit of the County of Westchester and the inhabitants thereof and is empowered under the Act to undertake projects in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State and to improve their standard of living; and

WHEREAS, the Agency has this day acquired a leasehold title interest in certain real property more particularly described in Schedule "A" attached hereto and the improvements located thereon and improvements or additions to be constructed thereon, together with various items of equipment to be utilized in connection therewith, all in connection with and in reliance upon the application, dated August 30, 2023, as amended to the date of the resolution (the "**Application**"), that the Company submitted to the Agency for financial assistance which the Agency has previously acted upon by Resolution (as defined in Section 1.1, below), and subject to the Company Lease (as defined in the Project Agreement); and

WHEREAS, the project which is the subject of this PILOT Agreement (the "**Project**") consists of (A) the Agency taking title, possession or control (by deed, lease, license or otherwise) of the land, including, but not limited to, all easements, licenses, and other real property interests owned or controlled by the Company where improvements benefitting the Project located at 20 Haarlem Avenue (SBL: 120.19-3-1.1), 27 Holland Avenue (SBL: 120.20-14-1.1), and 7-11 Holland Avenue (SBL: 120.19-4-1.1), White Plains, New York (the "**Project Property**"); (B) the lease, sublease, or installment sale of the Project Property back to the Company; (C) the construction, improving, maintaining and equipping upon the Project Property of: (i) two 6-story buildings consisting of approximately 296 market rate and "affordable" residential rental units; (ii) amenities for the residents, including a fitness center, resident lounge, and co-working space; (iii) approximately 979 square feet of retail space; (iv) approximately 381 parking spaces in an enclosed garage; and (v) an approximately 14,800 square foot public park with passive recreational space and a dog run (the "**Improvements**"); and (D) the acquisition and installation in or around the Improvements of certain materials, fixtures, machinery and equipment (the "**Equipment**"; and together with the Project Property and the Improvements, the "**Facility**" or the "**Project Facility**"); and

WHEREAS, the Company has represented to the Agency that (i) it will provide five (5) "affordable" residential rental units to residents earning at or below 60% of area median income ("**AMI**") as determined by the U.S. Department of Housing and Urban Development ("**HUD**") for a household of four individuals, and (ii) that it has agreed with the City to make a payment-in-lieu of nineteen (19) of the required "affordable" units, in accordance with Section 9-7-3 of the White Plains Municipal Code, entitled Affordable Housing Requirements; and

WHEREAS, the Project constitutes a "project" within the meaning of the Act; and

WHEREAS, said Project is to be used for the purposes set forth in the Project Agreement all in accordance with the Act; and

WHEREAS, the Project is located within the boundaries of the Municipalities (as defined in Section 1.1, below); and

WHEREAS, under the present provisions of the Act and Section 412-a of the RPTL (as defined in Section 1.1, below), the Agency is not required to pay Real Estate Taxes (as defined in Section 1.1, below) upon any of the property acquired by it or under its jurisdiction or supervision or control, such as will occur under the Company Lease and the Agency Sublease; and

WHEREAS, the Agency has made it a condition to its entering into this Project and the Project Agreement that the Company agree to make PILOT Payments (as defined in Section 1.1, below) pursuant to this PILOT Agreement with respect to the Project; and

WHEREAS, the Municipalities rely on future receipt of real property taxes which would be received by the Municipalities but for the involvement of the Agency in the Project, including, without limitation, Real Estate Taxes; and

WHEREAS, the PILOT Payments contemplated by this PILOT Agreement are in lieu of Real Estate Taxes which would be payable with respect to the Project during the term of this PILOT Agreement; and

WHEREAS, the Company is desirous that the Agency enter into the Project Agreement, and the Company is willing to enter into this PILOT Agreement in order to induce the Agency to enter into the Project Agreement.

NOW, THEREFORE, in consideration of the matters above recited, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereto formally covenant, agree and bind themselves as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. The following words and terms used in this PILOT Agreement shall have the respective meanings set forth below unless the context or use indicates another or different meaning or intent:

"Act" means the Act described in the recitals hereof.

"Affiliate" shall mean a Person which directly or indirectly through one or more intermediaries controls, or is under common control with, or is controlled by, another Person (which includes the Company). The term "control" (including the related terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person (including the Company), whether through the ownership of voting securities, by contract or otherwise.

"Agency" means (A) the County of Westchester Industrial Development Agency and its successors and assigns, and (B) any public benefit corporation or other public corporation resulting from or surviving any consolidation or merger to which the County of Westchester Industrial Development Agency or its successors or assigns may be a party.

"Application" means the Application described in the recitals hereof.

"Assessor" means the individual lawfully appointed by the City to determine the assessment of the Project.

"City" means the City of White Plains.

"Resolution" means the resolution of the Agency adopted on November 30, 2024, authorizing the transactions contemplated by this PILOT Agreement in accordance with the Act.

"Company" means NW Plains Venture LLC, a Delaware limited liability company, and its successors and assigns.

"County" means the County of Westchester.

"Environmental Laws" means all Federal, state and local environmental laws or regulations having the force of law applicable to the Project.

"Equipment" means the Equipment described in the recitals hereof.

"Event of Default" means, with respect to this PILOT Agreement, any of those events defined as Events of Default by the terms of Article V hereof.

"Project Property" means the property located at 20 Haarlem Avenue, 27 Holland Avenue and 7-11 Holland Avenue, White Plains, New York.

"Governmental Authority" means the United States, the State, any other state and any political subdivision thereof, and any agency, department, commission, board, bureau or instrumentality of any of them.

"Hazardous Materials" means all hazardous materials including, without limitation, any flammable explosives, radioactive materials, radon, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum, petroleum products, methane, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, *et seq.*), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801, *et seq.*), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sections 9601, *et seq.*), Articles 15 or 27 of the State Environmental Conservation Law, or in the regulations adopted and publications promulgated pursuant thereto, or any other Federal, state or local environmental law, ordinance, rule or regulation having the force of law.

"IDA Act" means the IDA Act described in the recitals hereof.

"Municipalities" means the City, the County and the School District.

"Person" shall mean any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision thereof or other entity.

"Permitted Mortgage shall mean a bona fide mortgage encumbering the Project Facility (or any part thereof) and held by a Permitted Mortgagee, including any amendments thereto, including without limitation:

1. $96,066,759.00 Fee, Leasehold and Subleasehold Building Loan Mortgage, Assignment of Leases and Rents and Security Agreement, dated as of July 10, 2026, by and from the Company and Agency to Merchants Bank of Indiana (the "Mortgagee");

2. $6,514,241.00 Fee, Leasehold and Subleasehold Project Loan Mortgage, Assignment of Leases and Rents and Security Agreement, dated as of July 10, 2026, by and from the Company and Agency to the Mortgagee;

3. $18,000,000.00 Subordinate HAF Fee, Leasehold and Subleasehold Project Loan Mortgage, Assignment of Leases and Rents and Security Agreement (MBI Component), dated as of July 10, 2026, by and from the Company and the Agency to the Mortgagee;

4. $17,052,150.00 Subordinate HAF Fee, Leasehold and Subleasehold Acquisition Loan Mortgage, Assignment of Leases and Rents and Security Agreement (HFA Component), dated as of July 10, 2026, by and from the Company and the Agency to the Mortgagee;

5. $947,850.00 Subordinate HAF Fee, Leasehold and Subleasehold Project Loan Mortgage, Assignment of Leases and Rents and Security Agreement (HFA Component), dated as of July 10, 2026, by and from the Company and the Agency to the Mortgagee;

6. $10,000,000 Multifamily Building Loan Fee, Leasehold, and Subleasehold Mortgage, Assignment of Rents, Security Agreement and Fixture Filing (New York), dated as of July 10, 2026, by and from the Company and the Agency to Community Preservation Corporation ("CPC").

"Permitted Mortgagee" shall mean a bona fide third party mortgage lender which is not an Affiliate of the Company, or a bank licensed under the laws of the State of New York (in its individual capacity as a lender and as agent for itself and other lenders), and its successors and/or assigns. Merchants Bank of Indiana, ("Senior Lender"), on behalf of itself and in participation with New York State Housing Finance Agency ("HFA"). and The Community Preservation Corporation ("CPC"), together with each of their respective successors and/or assigns, including, but not limited to, any purchasers in foreclosure or deed in lieu of foreclosure, are each a Permitted Mortgagee.

"PILOT Agreement" means this payment-in-lieu-of-tax agreement, as the same may be amended or supplemented from time to time.

"PILOT Mortgage" means the PILOT Mortgage described in Section 3.2(b), below, as amended from time to time.

"PILOT Payments" means payments in lieu of real estate taxes made pursuant to this PILOT Agreement with respect to the Project.

"Project" means the Project described in the recitals hereof.

"Project Agreement" means that certain Project Agreement by and between the Agency and the Company, dated as of the date hereof, as the same may be amended or supplemented from time to time.

"Project Completion" means the completion of the construction of the Improvements as contemplated and described in the recitals of this PILOT Agreement and the issuance by the City of White Plains Building Department of a temporary or permanent certificate of occupancy for the Project Facility.

"Project Facility" or "Facility" means the Project Facility described in the recitals hereof.

"Real Estate Taxes" means the real property taxes which would be received by the Municipalities but for the involvement of the Agency in the Project.

"RPTL" means the Real Property Tax Law of the State, as amended.

"Sales Tax Letter" means the Letter of Authorization for Sales Tax Exemption made available to the Company (or to a sub-agent of the Company) by the Agency pursuant to Article II of the Project Agreement.

"School District" means the White Plains City School District.

"Special Levies" means certain special assessments and ad valorem levies.

"State" means the State of New York.

"Substitution Notice" means the Substitution Notice described in Section 3.5, below.

"Taxable Equivalent Assessment" has the meaning ascribed in Section 3.1(c) below.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of Agency.

The Agency represents and warrants as follows:

(a) Existence and Power. The Agency has been duly established under the provisions of the Act, has duly adopted the Resolution and has the power to enter into the transactions contemplated by this PILOT Agreement.

(b) Further Assurances. The Agency will execute, acknowledge and deliver, at the sole cost and expense of the Company, all such further deeds, conveyances, mortgages, assignments, estoppel certificates, notices or assignments, transfers, assurances and other agreements as the Municipalities, the Company and/or any Permitted Mortgagee may reasonably require from time to time in order to give further effect to this PILOT Agreement.

(c) Intentions. The Agency intends to provide for the consummation and completion of the Project in accordance with the provisions of the Project Agreement.

(d) Authorization. The Agency is authorized and has the corporate power and authority under the Act, its by-laws and the laws of the State to enter into this PILOT Agreement and the transactions contemplated hereby and to perform and carry out all the covenants and obligations on its part to be performed under and pursuant to this PILOT Agreement. By proper corporate action on the part of its members and without the need for any other actions or consents, the Agency has duly authorized the execution, delivery and performance of this PILOT Agreement and the consummation of the transactions herein contemplated.

(e) Validity. The Agency is not prohibited from entering into this PILOT Agreement and performing all covenants and obligations on its part to be performed under and pursuant to this PILOT Agreement by the terms, conditions or provisions of the Act, any other law, any order of any court or other agency or agreement to which the Agency is a party or by which the Agency is bound and this PILOT Agreement is the legal, valid and binding obligation of the Agency, enforceable against the Agency in accordance with its terms. There are no actions, suits or proceedings pending, or to the best knowledge of the Agency, threatened against the Agency, relating to or before any court or other agency or governmental authority which would have a material adverse impact on the ability of the Agency to perform its obligations under this PILOT Agreement.

Section 2.2. Representations and Warranties of Company.

The Company represents and warrants as follows:

(a) Power. The Company is a limited liability company duly organized and validly existing under the laws of the State of Delaware, is qualified and authorized to do business in the State of New York, and by proper action has been duly authorized to execute, deliver and perform this PILOT Agreement.

(b) Authorization. The Company is authorized and has the power under the laws of the State to enter into this PILOT Agreement and the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this PILOT Agreement. The Company is not prohibited from entering into this PILOT Agreement and discharging and performing all covenants and obligations on its part to be performed under and pursuant to this PILOT Agreement, and the execution, delivery and performance of this PILOT Agreement, the consummation of the transactions contemplated hereby and the fulfillment of the compliance with the provisions of this PILOT Agreement will not conflict with or violate or constitute a breach of or a default under the terms, conditions or provisions of the operating agreement of the Company or any law, rule, regulation or order of any court or other agency or authority of government, or any contractual limitation, restriction or indenture, deed of trust, mortgage, loan agreement, other evidence of indebtedness or any other agreement or instrument to which the Company is a party or by which it or any of its property is bound, and neither the Company's discharging and performing all covenants and obligations on its part to be performed under and pursuant to this PILOT Agreement will be in conflict with or result in a breach of or constitute (with due notice and/or lapse of time) a default under any of the foregoing, or result in the creation or imposition or any lien of any nature upon any of the property of the Company under the terms of any of the foregoing. This PILOT Agreement is the legal, valid and binding obligation of the Company enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, reorganization, insolvency or other similar laws affecting the enforcement of creditors' rights generally, and by general principles of equity (regardless of whether considered in a proceeding in equity or at law).

(c) Hazardous Materials. The Company has not used Hazardous Materials, asbestos, petroleum or petroleum by-products on, from, or affecting the Project in any manner which violates Federal, state or local laws, ordinances, rules, regulations, or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of

Hazardous Materials, asbestos, petroleum or petroleum by-products, and to the best of the Company's knowledge, without independent investigation and except as set forth in those documents previously delivered to the Agency, no prior tenant or prior owner of the Project or any tenant, subtenant, prior tenant or prior subtenant have used Hazardous Materials, asbestos, petroleum or petroleum by-products on, from or affecting the Project in any manner which violated, at the time of such prior tenant's or owner's actions or omissions, then-controlling Federal, state or local laws, ordinances, rules, regulations, or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials, asbestos, petroleum or petroleum by-products.

(d) Compliance with Environmental Laws. The Company shall not cause or permit the Project or any part thereof to be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process Hazardous Materials, asbestos, petroleum or petroleum by-products, other than gas and/or other fuel used for heating, cooking and other ordinary purposes consistent with a multi-unit residential building, except in compliance with all Environmental Laws, nor shall the Company cause or permit, as a result of any intentional or unintentional act or omission on the part of the Company or any tenant or subtenant, a release of Hazardous Materials, asbestos, petroleum or petroleum by-products, other than gas and/or other fuel used for heating, cooking and other ordinary purposes consistent with a multi-unit residential building, onto the Project or onto any other property in violation of any Environmental Laws.

(e) No Actions. To the knowledge of the Company, there are no actions or proceedings pending or threatened against the Company which would have a material effect on the ability of the Company to discharge its obligations hereunder in accordance with the terms hereof.

(f) No Consents Required. Except as otherwise set forth herein, no consent or approval of any third party is required in order for the Company to execute, deliver and perform this PILOT Agreement in accordance with its terms.

ARTICLE III

COVENANTS AND AGREEMENTS

Section 3.1. Tax Exempt Status of Project.

(a) Assessment of the Project Property. Pursuant to Section 874 of the General Municipal Law and Section 412-a of the RPTL, upon acquisition of title to and/or a leasehold interest in the Project Property by the Agency, and continuing for the period during which the Agency maintains title to and/or a leasehold interest in the Project Property (it being understood that the Agency is obligated to transfer title and/or terminate or assign its leasehold interest to the Company pursuant to Section 6.1, below), the Project Property shall be assessed as exempt upon the assessment rolls of the Municipalities prepared subsequent to the acquisition by the Agency of title to and/or a leasehold interest in the Project Property, except for Special Levies (hereinafter defined). The Project Property shall be entitled to such exempt status on the assessment rolls of the Municipalities from the first tentative roll date (January 1) following (i)

the Agency's acquisition or lease thereof and (ii) the completion and submission of all necessary filings in accordance with Section 412-a (2) of the RPTL (which filings shall be the obligation of the Company). It is the intent of this PILOT Agreement that the Company shall, at all times during its or the Agency's ownership or leasing of the Project Property, be obligated to pay either PILOT Payments or Real Estate Taxes, and that the foregoing obligations shall not be duplicative of each other or otherwise be additive, except to the extent set forth in Sections 3.1(b) and 3.2(f) below. For example, and without limitation, (i) the Company shall be obligated to pay Real Estate Taxes lawfully levied and/or assessed against the Project Property, including Real Estate Taxes and assessments levied for the current tax year and all subsequent tax years until such time as the Agency's exemption with respect to the Project Property lawfully takes effect on the tax rolls of the Municipalities and until all tax payments calculated with respect to prior tax rolls, not reflecting such exemption, shall have been made, and shall be obligated to pay PILOT Payments at all times thereafter until the Agency's exemption with respect to the project is no longer in effect on the tax rolls, and (ii) after the Agency conveys title to, and/or terminates or assigns its leasehold interest in, the Project Property to a non-exempt entity (including, without limitation, the Company), no further PILOT Payments shall be due. In addition, the last PILOT Payment made or payable prior to the conveyance date may be reduced to reflect the apportionment of Real Estate Taxes as of the date of conveyance or lease termination.

(b) Change in Tax Status. To the extent the Project Property or any portion thereof is declared to be subject to taxation or assessment by a final judgment of a court of competent jurisdiction, an amendment to the Act, or other legislative or administrative change, the obligation of the Company to make PILOT Payments hereunder shall, to such extent only, be replaced by the obligation of the Company to pay Real Estate Taxes at the assessment and tax rates then in effect. To the extent that the foregoing declaration of non-exemption is given retroactive effect, any PILOT Payments previously made by the Company during such retroactive period shall be credited against Real Estate Taxes due for such period. Nothing herein contained shall prohibit the Company from contesting the validity or constitutionality of any such amendment, legislative or administrative change or judicial decision.

(c) Special Assessments. The parties hereto understand that the tax exemption extended to the Agency by Section 874 of the General Municipal Law and Section 412-a of the Real Property Tax Law may not entitle the Agency to exemption from Special Levies. The Company shall be obligated to pay any Special Levies with respect to which the Agency is not exempt, in addition to the PILOT Payments provided hereunder.

(d) Counsel Fees. The Company will pay in full the reasonable fees and expenses of the Municipalities, or any of their subdivisions, or of Agency counsel, promptly upon receipt of the statement therefor, which are incurred after the date hereof and which fees and expenses arise in connection with the enforcement of this PILOT Agreement. If any claim is brought by a third party against the Agency and/or a Municipality with respect to any matter related to this PILOT Agreement, then unless such claim is due to the gross negligence or willful misconduct of the Agency or the Municipality, the Company shall defend and hold harmless the Agency and/or any Municipality against such claim with counsel reasonably acceptable to the Agency and/or any Municipality, as applicable.

(e) Establishment of Taxable Equivalent Assessment. The parties agree that, for each year commencing January 1, 2027, and continuing throughout the term of this PILOT Agreement, in order to enable the Agency to comply with its regulatory and reporting obligations under the law, the assessed value of the Project Property shall be determined annually by the Assessor as if the Project Property were privately owned and subject to no exemption from Real Estate Taxes (the "Taxable Equivalent Assessment"). The City and the Company shall provide to the Agency annually in writing, not later than 30 days after the date upon which the City mails real property tax bills to the owners of taxable property, notice of the Taxable Equivalent Assessment.

(f) Establishment of Fixed PILOT Assessment. The parties agree that for the purposes of determining PILOT Payments due under this Agreement in lieu of Real Estate Taxes otherwise due, the Project Property shall be deemed to be assessed as follows:

(i) Notwithstanding the Taxable Equivalent Assessment as determined by the Assessor in accordance with Section 3.1(e) above, for each tax year beginning on or after January 1, 2027 (in respect of PILOT Payments for the benefit of the County) and on or after July 1, 2027 (in respect of PILOT Payments for the benefit of the City and the School District), and continuing through December 31, 2041 (in respect of PILOT Payments for the benefit of the County) and June 30, 2042 (in respect of PILOT Payments for the benefit of the City and the School District), the Project Property shall be assessed in accordance with the assessed values set forth opposite said year in attached Schedule B (the "Fixed PILOT Assessments" and individually for each tax year, a "Fixed PILOT Assessment") (with the understanding that the Company will be making payments of Real Estate Taxes for the 2042 County tax year and the 2042-2043 City and School tax year, and thereafter, in the amounts as if the Agency were not in title on the tax lien date with respect to said tax years and the Agency's tax exemption were not in effect).

(ii) The Assessor may amend and correct the Fixed PILOT Assessments set forth on Schedule B when and if:

(1) there is a revaluation or update of all real property in the City required by State law, in which event the Project Property shall be assessed at an amount no greater than the assessment of a property with a fair market value which would have resulted in the PILOT Assessment set forth in the attached Schedule prior to such revaluation;

(2) the property has been altered by fire, demolition, destruction or similar catastrophe;

(3) there is a material upgrade of the existing quality and class of improvements upon the real property constituting the Project Property in any one calendar year excluding routine costs, maintenance, updates, rehabilitation, retrofits or modernization of equipment, personalty and furnishings after Project Completion, other than increases in the square footage of the improvements on the Tax Lots which shall be addressed as provided in clause (4) below. In the event of a material improvement of the kind described in the preceding sentence, the Fixed PILOT Assessment shall be increased by an amount equal to the product of the

City equalization rate as established by the State and then in effect and the amount expended for such material improvement.

(4) the amount of net usable space in the Facility shall have been increased after the Project Completion as a result of additional construction thereon, in which event the Fixed PILOT Assessment may be increased to reflect such increase in net usable area (the "Addition") in an amount determined by calculating the gross per square foot assessment for the Facility prior to the Addition and multiplying that amount by the number of net leasable square feet in the Addition.

Any increase or decrease in the Fixed PILOT Assessment made pursuant to the foregoing subparagraphs (1)-(3) of this Section 3.1(f) shall be added to or subtracted from the Fixed PILOT Assessment. Other than as provided in this Section 3.1(f), the Fixed PILOT Assessment shall not otherwise be changed during the term of this PILOT Agreement.

(g) Except as otherwise expressly agreed by the County, the City and the School District, the portion of the PILOT Payments allocable to each of the County, the City and the School District shall be the same portions allocable to each Municipality of the Real Estate Taxes that would be levied against the Project if it were owned by the Company.

Section 3.2. Payment in Lieu of Taxes.

(a) Agreement to Make Payments. The Company agrees to make PILOT Payments for the Project during the term of this PILOT Agreement in amounts equivalent to the amount of Real Estate Taxes that would have been charged against the Project if the Project Property was assessed at the Fixed PILOT Assessments as set forth in Section 3.1(f) of this PILOT Agreement said Project was not tax exempt. The Company further agrees that said PILOT Payments shall be paid in the same proportion to the individual Municipalities as Real Estate Taxes would be paid if the Project Property were not tax exempt. Payments due hereunder shall be paid by the Company to the City, by check made payable to "City of White Plains." Upon receipt of such check by the City, the City shall promptly disburse to the other Municipalities their respective portions of the PILOT Payments as determined by this Section 3.2. The Company shall forward notice to the Agency of the payments made hereunder. The Company acknowledges and agrees that the obligation to make PILOT Payments under this PILOT Agreement is self-executing and absolute and not dependent upon any action or procedure of any other party, including the preparation or transmittal of invoices or bills. The Company shall have an affirmative obligation to secure such invoices or bills that may be necessary to make PILOT Payments under this PILOT Agreement. The time of such payments shall be subject to the provisions of Section 3.2(c). The obligation to make PILOT Payments due under and during the term of this PILOT Agreement shall remain until such payments are made, regardless of any statute of limitations. Any PILOT Payments due under this PILOT Agreement remaining unpaid at the termination of this PILOT Agreement shall remain a continuing obligation of the Company and the obligation to pay such payments shall survive this PILOT Agreement.

(b) Security for Payments in Lieu of Taxes. At the time of the execution and delivery of this PILOT Agreement and the granting of a leasehold interest in the Project to the Agency, the Company and the Agency shall grant a first mortgage lien (the "PILOT Mortgage") to the

City in order to secure the obligations of the Company under this PILOT Agreement. The Company hereby covenants and agrees that it will forever warrant and defend the same to the City, and will forever warrant and defend the validity and priority of the lien of the PILOT Mortgage against the claims of all persons and parties whomsoever other than any governmental or quasi-governmental body, agency or other instrumentality which would be entitled to priority over any lien or claim for Real Estate Taxes assertable by the Agency or the City in the absence of a PILOT Agreement.

(c) Time of Payments. The Company agrees to pay to the City, on or before each April 1 (for payments to be made with respect to the County), and on or before each July 1 and January 1 (for payments to be made with respect to the City and the School District), for the term of this PILOT Agreement, the applicable amounts due hereunder on such dates. Without limiting the Company's obligation set forth in Section 3.2(a), the City will send bills for the PILOT Payments to the Company at least thirty (30) days prior to such due dates. Bills regarding the PILOT Payments shall be submitted directly to the Company in such form as the taxing authority(ies) shall reasonably determine. The City shall forward copies of the bills submitted to the Company to the Agency and to the attention of the Commissioner of Finance, at the Finance Department, County of Westchester, 148 Martine Avenue, Room 720, White Plains, New York 10601.

(d) Method of Payment. All payments by the Company hereunder shall be paid by check or any other payment method as the City and the Company shall agree to, payable to the order of the City in then lawful money of the United States of America. A copy of such check or other evidence of payment shall be given to the Agency as notice of the Company's compliance with the payment provisions of this PILOT Agreement.

(e) Interest and Penalties. If the Company shall fail to make any PILOT Payment required by this PILOT Agreement when due, its obligation to make the payment so in default shall continue as an obligation of the Company until such payment that is in default shall have been made in full, and the Company shall pay the same together with the applicable late payment penalty, as prescribed by subparagraph "(5)" of Section 874 of the Act, on the amount due, at the time the PILOT Payment is paid. For each month, or part thereof, that the PILOT Payment is delinquent beyond the first month, interest shall accrue to and be paid by the Company on the total amount due plus the late payment penalty, at the applicable rate prescribed by said provision of the Act, until such payment is made.

(f) Conveyance by the Agency and Termination of the Exemption. Notwithstanding anything to the contrary set forth in Section 3.1(a) above, in the event that the property shall be conveyed by the Agency to the Company (or to an entity designated by the Company) during the term of this PILOT Agreement, either at the request of the Company or as a consequence of a default by the Company under this PILOT Agreement or under one or more of the other Project Documents, then except as otherwise expressly agreed in writing by the Agency (which agreement may, at the sole discretion of the Agency, be conditioned upon the consent of the Municipalities), the obligations of the Company under this PILOT Agreement (including, without limitation, Section 3.2(a) hereof) shall continue for the entire term of this PILOT Agreement; provided, however, that the PILOT Payments due in any year shall be reduced (but

not below zero) by the amount of Real Estate Taxes payable in respect of the Project Property for such year.

Section 3.3. Obligations of Agency.

The Agency shall forward to the Company a copy of any bill for PILOT Payments or Real Estate Taxes received from the Municipalities, (other than bills for which the Company is already an addressee).

(a) Requirement that any Conveyance or Project Agreements Require Payment in Lieu of Taxes. So long as the Project shall be entitled to the exemption from Real Estate Taxes contemplated by Section 3.1(a) hereof, the Agency agrees, to the extent permitted by law, that it shall not convey or assign the Project to any person or entity which is not exempt from the payment of Real Estate Taxes, except as otherwise expressly permitted hereunder, or make any other agreement regarding real property taxes and/or the Project which would cause or require the payment of Real Estate Taxes or PILOT Payments to be paid to the City in excess of the amounts set forth in Article III hereof.

(b) Requirement that Mortgages Be Subordinate to Payments. The Agency and the Company agree that the lien of each and every Mortgage on the Project (and all advances made from time to time) given by either of them shall be specifically subordinate to the lien of the PILOT Mortgage unless otherwise agreed by the Agency.

Section 3.4. [Reserved].

Section 3.5. Assignability by the Company.

Notwithstanding anything herein to the contrary, the parties agree that if there is or has been a permitted transfer of all or part of any of the Company's right, title and interest in and to the Project and an assignment of all or part of the Company's rights in the Project Agreement to a transferee in accordance with the Project Agreement (which shall include a transfer of the Company's right, title and interest in and to the Project to a Permitted Mortgagee as the result of any action or proceeding, or other exercise of a Permitted Mortgagee's rights (including, but not limited to, a foreclosure, deed-in-lieu of foreclosure, or assignment-in-lieu of foreclosure) pursuant to the terms of a Permitted Mortgage), and if the transferee has given a Substitution Notice (as herein defined) and if no Event of Default set forth in Section 5.1 hereof has occurred and is continuing (unless such transferee has commenced curing such Event of Default as provided herein), then at such transferee's option, the transferee shall be deemed automatically, and without the need for any further document or instrument, to succeed to the rights of, and be bound by the obligations imposed upon, the Company hereunder with respect to the portion or portions of the Project so transferred, with the same force and effect as if the transferee, and not the Company, had been an original party to this PILOT Agreement. Nevertheless, the Agency agrees to execute and deliver such amendments hereto as may be reasonably requested by the transferee and/or the Company to evidence such succession. For purposes of this Section 3.5, the term "Substitution Notice" shall mean a written notice given by a transferee, in accordance with Section 6.6 hereof, stating that the transferee is a transferee under the Project Agreement, and has

agreed to accept the other obligations thereafter imposed on the Company hereunder, subject, in each case, to the limitations on recourse set forth in Article IV hereof.

Without limiting the generality of the foregoing, nothing in this PILOT Agreement shall restrict in any way any transfer of all or part of the Company's right, title and interest in and to the Project in compliance with Section 2.11 of the Project Agreement.

Section 3.6. Review of Assessments.

As long as this PILOT Agreement is in effect, the Agency and the Company agree that (i) the Agency shall be deemed to be the owner or lessee of the Project subject to the Project Agreement; (ii) the Agency hereby irrevocably appoints the Company as its agent and attorney-in-fact for the purpose of instituting judicial review of any assessment of the real estate with respect to the Project ,including, without limitation, the Taxable Equivalent Assessment, pursuant to this PILOT Agreement and the provisions of Article 7 of the RPTL or any other applicable law as the same may be amended from time to time during the term of this PILOT Agreement, such appointment being coupled with an interest; and (iii) the Company shall have sole authority and power to file grievances and protests, protesting any assessment of the Project. In order to undertake the foregoing, the Agency shall provide any written authorization and/or execute any documents required by statute or the applicable taxing authority or reasonably requested by the Company, so long as not prohibited by applicable law.

The Company shall have the right to contest only (i) any Taxable Equivalent Assessment, or (ii) to the extent permitted by Section 3.1(f)(ii) above, any change in the Fixed PILOT Assessments, or the failure to change same, in a proceeding under Article 7 of the RPTL or any other applicable law as the same may be amended from time to time during the term of this PILOT Agreement. During the pendency of any such assessment contest, the Company shall, and as a condition of instituting such contest, pay and be current regarding all PILOT Payments or Real Estate Taxes assessed or billed against the Project Property.

Upon receipt from the Municipalities of a change in the assessment of any parcel subject to this PILOT Agreement (including, without limitation, the Taxable Equivalent Assessment) pursuant to the applicable portions of the RPTL and this PILOT Agreement, the Agency shall provide a copy thereof to the Company, in the same manner and at the same time as if the Company was a taxpayer (or within fifteen calendar days thereof). Notwithstanding the foregoing, if the assessment of any real property subject to this PILOT Agreement is reduced as a result of any such grievance, protest or judicial review so that the Company would be entitled to receive a refund or refunds of taxes paid if the Project were not exempt, such reduction shall not result in any change or modification of the PILOT Payments due pursuant to Section 3.2(a) of this PILOT Agreement, and same shall not be recalculated based upon the assessment resulting from such grievance, protest or judicial review, except as expressly set forth in this PILOT Agreement.

ARTICLE IV

LIMITED OBLIGATION OF THE PARTIES

Section 4.1. No Recourse; Limited Obligation of the Agency.

(a) No Recourse. All covenants, stipulations, promises, agreements and obligations of the Agency contained in this PILOT Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Agency and not of any member, officer, agent, servant or employee of the Agency in his or her individual capacity, and no recourse under or upon any obligation, covenant or agreement contained in this PILOT Agreement, or otherwise based or in respect of this PILOT Agreement, or for any claim based thereon or otherwise in respect thereof, shall be had against any past, present or future member, officer, agent, servant or employee, as such, of the Agency, the City, the School District, the County or any successor public benefit corporation or political subdivision. It is expressly understood that this PILOT Agreement is a corporate obligation, and that no such personal liability whatever shall attach to, or is or shall be incurred by, any such member, officer, agent, servant or employee of the Agency or of any successor public benefit corporation or political subdivision or any person so executing this PILOT Agreement under or by reason of the obligations, covenants or agreements contained in this PILOT Agreement or implied therefrom. Any and all such personal liability of, and any and all such rights and claims against, every such member, officer, agent, servant or employee under or by reason of the obligations, covenants or agreements contained in this PILOT Agreement or implied therefrom are, to the extent permitted by law, expressly waived and released as a condition of, and as a consideration for, the execution of this PILOT Agreement.

(b) Limited Obligation. The obligations and agreements of the Agency contained herein shall not constitute or give rise to an obligation of the State or the County, and neither the State nor the County shall be liable thereon. Furthermore, such obligations and agreements shall not constitute or give rise to a general obligation of the Agency, but rather shall constitute limited obligations of the Agency payable solely from the revenues of the Agency derived and to be derived from this PILOT Agreement, the Project Agreement, the Project generally, or sale or other disposition of the Project.

(c) Further Limitation. Notwithstanding any provision of this PILOT Agreement to the contrary, (i) the Agency shall not be obligated to take any action for the benefit of the Company pursuant to any provision hereof unless the Agency shall have been requested to do so in writing by the Company and (ii) if compliance with such request is reasonably expected to result in the incurrence by the Agency (or any of its members, officers, agents, servants or employees) of any liability, fees, expenses or other costs, the Agency shall have received from the Company security or indemnity satisfactory to the Agency for protection against all such liability, and for reimbursement of all such fees, expenses and other costs. Nothing in this paragraph shall be construed as requiring the Agency (or the City, School District or County) to receive any such written request or indemnity as a precondition to the exercise by the Agency (or the City, School District or County) of its rights hereunder.

Section 4.2. No Recourse; Limited Obligation of the Company.

(a) No Recourse. All covenants, stipulations, promises, agreements and obligations of the Company contained in this PILOT Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Company and not of any partner, member, officer, agent, servant or employee of the Company in his or its individual capacity, and no recourse under or upon any obligation, covenant or agreement contained in this PILOT Agreement, or otherwise based or in respect of thereof, shall be had against any past, present or future partner, member, officer, agent, servant or employee, as such, of the Company or any successor thereto or any person executing this PILOT Agreement on behalf of the Company or any partner in the Company, either directly or through the Company or any successor thereto or any person so executing this PILOT Agreement. It is expressly understood that this PILOT Agreement is an obligation of the Company, and that no such personal liability whatever shall attach to, or is or shall be incurred by, any such partner, member, officer, agent, servant or employee of the Company or any partner in the Company or of any successor thereto or any person so executing this PILOT Agreement under or by reason of the obligations, covenants or agreements contained in this PILOT Agreement or implied therefrom. Any and all such personal liability of, and any and all such rights and claims against, every such partner, member, officer, agent, servant or employee under or by reason of the obligations, covenants or agreements contained in this PILOT Agreement or implied therefrom are, to the extent permitted by law, expressly waived and released as a condition of, and as a consideration for, the execution of this PILOT Agreement.

(b) Limited Obligation. The obligations and agreements of the Company contained herein shall not constitute or give rise to an obligation of any partner, member, director, officer or employee in the Company, and no such partner, member, director, officer or employee, shall be liable therein.

ARTICLE V

EVENTS OF DEFAULT

Section 5.1. Events of Default.

The terms "Event of Default" or "Default" shall mean, whenever they are used in this PILOT Agreement, any failure of the Company to pay any amount due and payable by it pursuant to this PILOT Agreement within ten (10) days after its receipt of notice from the City, or the Agency, that such amount is due and has not been paid (provided due notice of such amounts owing shall have been given as provided in Section 3.2(c), above), it being understood that an "Event of Default" shall not have occurred hereunder until such time as the applicable notice and cure periods to the Permitted Mortgagee under Section 5.2 shall have expired.

Section 5.2. Permitted Mortgagee Right to Cure.

Notwithstanding anything to the contrary in this PILOT Agreement, in the case of an Event of Default, if the Agency or City serves a notice of default upon the Company, the Agency or City shall serve a copy of such notice upon the Permitted Mortgagee. In the case of an Event of Default by the Company under this PILOT Agreement, Permitted Mortgagee shall have thirty

(30) days for a monetary default and sixty (60) days in the case of any non-monetary default, after notice to Permitted Mortgagee of such default, to cure or cause to be cured the default complained of (and the Agency shall accept such performance by or at the instigation of such Permitted Mortgagee as if the same had been done by the Company), provided that if said non-monetary default can be cured with due diligence, but not within such sixty (60) day period, said time period shall be extended as long as Permitted Mortgagee continues to exercise due diligence to cure said non-monetary default, but in no event shall such extension exceed ninety (90) days.

Section 5.3. Remedies on the Company's Default.

Whenever any Event of Default under Section 5.1 shall have occurred and be continuing with respect to this PILOT Agreement, remedies of the Agency shall be limited to the rights hereunder and under the PILOT Mortgage, and the right to convey the Project to the Company as set forth in Section 5.4.

Section 5.4. Remedies of the Agency; Recording of Termination Instrument and Other Documents.

Whenever:

(i) any Event of Default under Section 5.1 shall have occurred and be continuing with respect to this PILOT Agreement,

(ii) the lien of the PILOT Mortgage shall not be a first lien, other than with respect to any governmental or quasi-governmental body, agency or other instrumentality which would be entitled to priority over any lien for Real Estate Taxes assertable by the Agency or the Municipalities in the absence of a PILOT Agreement, or

(iii) the Agency conveys the Project to the Company pursuant to this PILOT Agreement or the Project Agreement,

the Agency may, immediately with respect to (ii) above, and with respect to clauses (i) and (iii) above, upon ten (10) days-notice to the Company, record an assignment of lease, or termination of lease (each a "Termination Instrument") and any other necessary documents in the appropriate County Clerk's office conveying the Agency's leasehold interest in the Project Property and the Project to the Company or its successor or assign and declare any and all amounts due and owing to the Agency hereunder immediately payable.

The recording of such Termination Instrument shall constitute delivery to the Company of title to, or surrender and termination of the Agency's leasehold interest in, the Project. In order to facilitate such transfer of title or surrender of the Agency's leasehold interest, the Company hereby irrevocably appoints severally, the Chairperson or Executive Director of the Agency (or his or her designee) as its agent, such appointment being coupled with an interest, who is authorized to execute and deliver all documents necessary to allow the transfer of fee or leasehold title to the Project from the Agency to the Company, including, without limitation, transfer tax returns.

Section 5.5. Payment of Attorneys' Fees and Expenses.

If the Company should default in performing any of its obligations, covenants and agreements under this PILOT Agreement, and the Agency or any Municipality should employ attorneys or incur other expenses for the collection of any amounts payable hereunder or for the enforcement of performance or observance of any obligation or agreement on the part of the Company herein, the Company agrees that it will, on demand therefor, pay to the Agency, or the City, School District or County as the case may be, the reasonable fees and disbursements of such attorneys and such other reasonable expenses so incurred in connection with the exercise of the remedies provided for herein.

Section 5.6. Remedies; Waiver and Notice.

(a) Remedy Exclusive. Notwithstanding anything herein to the contrary, the remedies available to the Agency as a result of an Event of Default hereunder are limited to those set forth in Sections 5.3 and 5.4 hereof, and the Agency hereby waives every other remedy now or hereafter existing at law or in equity or by statute in connection with any Event of Default.

(b) Delay. No delay or omission in exercising any right or power accruing upon the occurrence of any Event of Default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

(c) Notice Not Required. In order to entitle the Agency or the City, School District or County to exercise any remedy reserved to it in this PILOT Agreement, it shall not be necessary to give any notice, other than such notice as may be expressly required in this PILOT Agreement.

(d) No Waiver. In the event any provision contained in this PILOT Agreement should be breached by any party and thereafter duly waived by the other party so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder. No waiver, amendment, release or modification of this PILOT Agreement shall be established by conduct, custom or course of dealing.

ARTICLE VI

MISCELLANEOUS

Section 6.1. Term of Agreement.

This PILOT Agreement shall become effective and the obligation of the Company and the Agency shall arise absolutely and unconditionally on the date hereof. This PILOT Agreement shall continue until the first date on which all monetary and non-monetary obligations hereunder have been fully satisfied and the PILOT Payments fully paid after the date on which title (including leasehold title theretofore held by the Agency) to the Project is transferred to the Company or any other non-exempt person or entity.

Section 6.2. [Reserved].

Section 6.3. Company Acts.

Where the Company is required to do or accomplish any act or thing hereunder, the Company may cause the same to be done or accomplished by others with the same force and effect as if done or accomplished by the Company.

Section 6.4. Amendment of Agreement.

(a) Subject to Section 6.4(b) below, this PILOT Agreement may not be amended, changed, modified, altered or terminated, unless such amendment, change, modification, alteration or termination is in writing and signed by the Agency and the Company, and further, if such amendment, change, modification or alteration materially changes the terms and conditions of this PILOT Agreement, then, and only in such instances, shall execution by the Municipalities and their successors and assigns, if any, be also required.

(b) No amendment, modification, termination or waiver or any provision of this PILOT Agreement or the PILOT Mortgage or any consent to any departure therefrom may be made which materially and adversely affects the City, School District or County without the prior written consent of the adversely affected Municipality. The Company shall promptly provide the City, School District or County with copies of all such proposed amendments, modifications, terminations and waivers and a copy of same as adopted or agreed upon.

Section 6.5. Agreement to Run with the Land.

This PILOT Agreement shall run with the land, both as respects benefits and burdens created herein, and shall be binding upon and inure to the benefit of the successors and assigns of the respective parties.

Section 6.6. Notices.

All notices, certificates or other communications hereunder shall be sufficient if sent (a) by certified United States mail, postage prepaid, (b) by a nationally recognized overnight delivery service, charges prepaid, or (c) by hand delivery, addressed, as follows:

If to the Agency:
County of Westchester Industrial Development Agency
148 Martine Avenue
White Plains, New York 10601
Attn: Chairperson

And to:
Harris Beach Murtha Cullina PLLC
445 Hamilton Avenue, Suite 1206
White Plains, New York 10601
Attn: Andrew D. Komaromi, Esq.

If to the Company:	NW Plains Venture LLC 100 Park Avenue, 36th Floor New York, New York 10017 Attn: Steven Smith
With a Copy to:	DelBello Donnellan Weingarten Wise & Wiederkehr, LLP 360 Hamilton Avenue, Suite 1010 White Plains, New York 10601 Attn: Mark P. Weingarten, Esq., Janet Giris, Esq.
If to the City:	City of White Plains Municipal Building 255 Main Street White Plains, New York 10601 Attn: Corporation Counsel
If to the School District:	White Plains City School District Municipal Building 5 Homeside Lane White Plains, New York 10605 Attn: Superintendent
If to the County:	Commissioner of Finance Westchester County 148 Martine Avenue – Room 720 White Plains, New York 10601
With a Copy to:	County Attorney Westchester County 148 Martine Avenue White Plains, New York 10601
If to the Permitted Mortgagee:	Merchants Bank of Indiana 410 Monon Boulevard, 4th Floor Carmel, Indiana 46032 Attn: Phil Daubenmire
With a Copy to:	Sidley Austin LLP 787 Seventh Avenue New York, New York 10019 Attention: Aviva Yakren, Esq.

If to CPC: The Community Preservation Corporation
220 East 42nd Street, 16th Floor
New York, New York 10017
Attention: Director of Portfolio Services
Loan: # _____

With a Copy to: Windels Marx Lane & Mittendorf, LLP
156 West 56th Street
New York, New York 10019
Attn: Jeanine T. Margiano, Esq.

Failure of the Agency to provide notice to the Permitted Mortgagee shall not subject the Agency to any liability whatsoever.

The Agency, the Company, the City, School District, the County and the Permitted Mortgagee(s) may, by like notice, designate any further or different addresses to which subsequent Notices, certificates or other communications shall be sent. Any notice, certificate or other communication hereunder shall, except as may expressly be provided herein, be deemed to have been delivered or given (i) three (3) Business Days following posting if transmitted by mail, (ii) one (1) Business Day following sending if transmitted by a nationally recognized overnight delivery service, or (iii) upon delivery if given by hand delivery, with refusal by the intended recipient party to accept delivery of a notice given as prescribed above to constitute delivery hereunder. Notices may also be given in compliance with this PILOT Agreement by telecopy, provided that the recipient party consents to the use of telecopy transmissions for giving of notices hereunder and receipt of any such telecopy transmission is confirmed by the transmitting party.

Section 6.7. Binding Effect.

This PILOT Agreement shall inure to the benefit of the Agency, the Municipalities, and the Company, and shall be binding upon the Agency and the Company, and their respective successors and assigns.

Section 6.8. Severability.

If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this PILOT Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this PILOT Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.

Section 6.9. Counterparts.

This PILOT Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The delivery of an

executed counterpart of this PILOT Agreement by electronic means (including by PDF or electronic signature platform) shall be equally effective as delivery of a manually executed counterpart hereof.

Section 6.10. Applicable Law.

This PILOT Agreement shall be governed by and construed in accordance with the laws of the State.

Section 6.11. Recording.

The PILOT Mortgage shall be filed by the Company, as agent for the Agency, in the Office of the Westchester County Clerk, Division of Land Records of the County of Westchester pertaining to the real property described in Schedule "A" hereto. In addition, the Company shall cause all filings to be made under Section 412-a (2) of the RPTL and Section 858(15) of the Act.

Section 6.12. City, School District, County as Third-Party Beneficiaries.

The City, the School District, and the County shall be third party beneficiaries of all of the obligations of the Company and of the rights and obligations of the Agency hereunder and the City, the School District, and the County shall have the right to enforce their respective rights and remedies in their own names and without consent of the Agency. For purposes of the foregoing sentence, and without limitation, "obligations" shall include all covenants, representations and warranties of the respective parties. The Agency shall not be authorized to waive, modify or forgive any of the Company's obligations to the Municipalities hereunder in any material respect, and any such acts by the Agency, without the prior written consent of the City, the School District and the County, shall not in any way affect the City's, the School District's and the County's rights hereunder.

[Remainder of This Page Intentionally Left Blank]

[Signature page to Payment in Lieu of Taxes Agreement]

IN WITNESS WHEREOF, the Agency and the Company have caused this PILOT Agreement to be executed in their respective names as of the date first written above.

COUNTY OF WESTCHESTER INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Name: Joan McDonald
Title: Chairperson

NW PLAINS VENTURE LLC

By: _____
Name:
Title:

ACKNOWLEDGED BY:

CITY OF WHITE PLAINS

By: _____
Name:
Title:

[Signature page to Payment in Lieu of Taxes Agreement]

IN WITNESS WHEREOF, the Agency and the Company have caused this PILOT Agreement to be executed in their respective names as of the date first written above.

COUNTY OF WESTCHESTER INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Name: Joan McDonald
Title: Chairperson

NW PLAINS VENTURE LLC
a Delaware limited liability company

By: NWP Venture JV LLC,
its sole member

By: _____
Name: Steven Smith
Title: Authorized Signatory

ACKNOWLEDGED BY:

CITY OF WHITE PLAINS

By: _____
Name:
Title:

[Signature page to Payment in Lieu of Taxes Agreement]

IN WITNESS WHEREOF, the Agency and the Company have caused this PILOT Agreement to be executed in their respective names as of the date first written above.

COUNTY OF WESTCHESTER INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Name: Joan McDonald
Title: Chairperson

NW PLAINS VENTURE LLC
a Delaware limited liability company

By: NWP Venture JV LLC,
its sole member

By: _____
Name: Steven Smith
Title: Authorized Signatory

ACKNOWLEDGED BY:

CITY OF WHITE PLAINS

By: _____
Name: Justin C. Brasch
Title: Mayor

APPROVED AS TO FORM

DATED 6/29/26

Sr. Asst Corporation Counsel

SCHEDULE A

REAL PROPERTY DESCRIPTION

[End of Schedule A]

RECORD DESCRIPTION

PARCEL I: (SECTION 120.19 BLOCK 3 LOT 1.1)

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE CITY OF WHITE PLAINS, COUNTY OF WESTCHESTER AND STATE OF NEW YORK, BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE INTERSECTION OF THE SOUTHERLY SIDE OF GLEN STREET AND THE EASTERLY SIDE OF HAARLEM AVENUE, SAID POINT BEING THE NORTHWESTERLY CORNER OF HEREIN DESCRIBED PARCEL;

THENCE NORTH 77 DEGREES 23 MINUTES 30 SECONDS EAST ALONG THE SOUTHERLY SIDE OF GLENN STREET A DISTANCE OF 146.42 FEET TO A POINT;

THENCE SOUTH 12 DEGREES 36 MINUTES 30 SECONDS EAST 125.00 FEET TO A POINT;

THENCE NORTH 77 DEGREES 23 MINUTES 30 SECONDS EAST 50.00 FEET TO A POINT;

THENCE SOUTH 12 DEGREES 36 MINUTES 30 SECONDS 125.00 FEET TO A POINT ON THE NORTHERLY SIDE OF HOLLAND AVENUE;

THENCE SOUTH 77 DEGREES 23 MINUTES 30 SECONDS WEST ALONG THE NORTHERLY SIDE OF HOLLAND AVENUE 273.00 FEET TO A POINT ON THE NORTHERLY SIDE OF HAARLEM AVENUE;

THENCE NORTH 57 DEGREES 36 MINUTES 30 SECONDS WEST ALONG THE EASTERLY SIDE OF HAARLEM AVENUE 9.90 FEET TO A POINT;

THENCE NORTH 12 DEGREES 36 MINUTES 30 SECONDS WEST ALONG THE EASTERLY SIDE OF HAARLEM AVENUE 79.32 FEET TO A POINT;

THENCE NORTH 12 DEGREES 45 MINUTES 04 SECONDS ALONG THE EASTERLY SIDE OF HAARLEM AVENUE 177.13 FEET TO A POINT;

THENCE NORTH 52 DEGREES 17 MINUTES 00 SECONDS EAST 8.52 FEET TO THE POINT OF BEGINNING.

PARCEL II: (SECTION 120.19 BLOCK 4 LOT 1.1)

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE CITY OF WHITE PLAINS, COUNTY OF WESTCHESTER AND STATE OF NEW YORK AND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF HOLLAND AVENUE (50 FEET WIDE) AND BEING DISTANT 140.00 FEET EASTERLY FROM THE INTERSECTION OF THE WESTERLY LINE OF HAARLEM AVENUE (VARIABLE WIDTH) AND THE SOUTHERLY LINE OF HOLLAND AVENUE, AND RUNNING THENCE:

1. EASTERLY ALONG THE SOUTHERLY LINE OF HOLLAND AVENUE, A COURSE OF NORTH 77° 23' 30" EAST, A DISTANCE OF 97.13 FEET TO A POINT ON THE EASTERLY LINE OF LANDS NOW OR FORMERLY OWNED BY NW PLAINS VENTURE LLC C/O BRP COMPANIES; THENCE
2. RUNNING SOUTHERLY ALONG SAID PROPOSED LOT LINE THROUGH THE LANDS OF HEREIN DESCRIBED PROPERTY, A COURSE OF SOUTH 12° 36' 30" EAST, A DISTANCE OF 150.22 FEET TO A POINT ON THE NORTHERLY LINE OF LANDS NOW OR FORMERLY OWNED BY W P RURAL CEMETERY; THENCE
3. RUNNING WESTERLY ALONG SAID DIVISION LINE, A COURSE OF SOUTH 77° 08' 39" WEST, A DISTANCE OF 97.13 FEET TO A POINT AT THE SOUTHWESTERLY CORNER OF LANDS NOW OR FORMERLY OWNED BY 1 HOLLAND AVE. STORAGE LLC; THENCE
4. RUNNING NORTHERLY ALONG SAID DIVISION LINE, A COURSE OF NORTH 12° 36' 30" WEST, A DISTANCE OF 150.64 FEET TO THE POINT OR PLACE OF BEGINNING.

PARCEL III: (SECTION 120.20 BLOCK 14 LOT 1.1)

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE CITY OF WHITE PLAINS, COUNTY OF WESTCHESTER AND STATE OF NEW YORK AND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF HOLLAND AVENUE (50 FEET WIDE) AND BEING DISTANT 237.13 FEET EASTERLY FROM THE INTERSECTION OF THE WESTERLY LINE OF HAARLEM AVENUE (VARIABLE WIDTH) AND THE SOUTHERLY LINE OF HOLLAND AVENUE, AND RUNNING THENCE:

1. EASTERLY ALONG THE SOUTHERLY LINE OF HOLLAND AVENUE, A COURSE OF NORTH 77° 23' 30" EAST, A DISTANCE OF 227.87 FEET TO A MAG NAIL FOUND IN THE PAVEMENT AT THE NORTHWESTERLY CORNER OF LANDS NOW OR FORMERLY OWNED BY JCR SURVIVAL REALTY, LLC; THENCE
2. RUNNING SOUTHERLY ALONG SAID DIVISION LINE, A COURSE OF SOUTH 12° 36' 30" EAST, A DISTANCE OF 150.24 FEET TO A REBAR AND CAP AT THE NORTHERLY LINE OF LANDS NOW OR FORMERLY OWNED BY W P RURAL CEMETERY; THENCE
3. RUNNING WESTERLY ALONG SAID DIVISION LINE AND ALONG A CHAIN LINK FENCE, A COURSE OF SOUTH 77° 23' 59" WEST, A DISTANCE OF 225.00 FEET TO A POINT; THENCE
4. CONTINUING WESTERLY ALONG SAID DIVISION LINE, A COURSE OF SOUTH 77° 08' 39" WEST, A DISTANCE OF 2.87 FEET TO A POINT ON THE WESTERLY LINE OF LANDS NOW OR FORMERLY OWNED BY NW PLAINS VENTURE C/O BRP COMPANIES; THENCE
5. RUNNING NORTHERLY ALONG SAID PROPOSED LOT LINE THROUGH THE LANDS NOW OR FORMERLY OWNED BY BRP COMPANIES, A COURSE OF NORTH 12° 36' 30" WEST, A DISTANCE OF 150.22 FEET TO THE POINT OR PLACE OF BEGINNING.

SCHEDULE B

DETERMINATION OF PAYMENTS IN LIEU OF TAXES

The Company will make PILOT payments for the Project during the term of the PILOT Agreement in amounts equivalent to the amount of Real Estate Taxes that would have been charged against the Project real property if the Project real property was not tax exempt and assessed (the "**PILOT Payment**") as set forth below. The time of such payments shall be subject to the provisions of Section 3.2(c) of this PILOT Agreement.

PILOT Year	Tax Year	120.19-3-1.1 20 Haarlem Assessed Value	120.20-14-1 27 Holland Assessed Value	120.19-4-1 7-11 Holland Assessed Value	15 Yr. PILOT Total Assessed Value
Year 1	2027	121,000	95,000	36,000	252,000
Year 2	2028	121,000	95,000	36,000	252,000
Year 3	2029	372,000	292,000	36,000	700,000
Year 4	2030	428,000	336,000	36,000	800,000
Year 5	2031	484,000	380,000	36,000	900,000
Year 6	2032	540,000	424,000	36,000	1,000,000
Year 7	2033	596,000	468,000	36,000	1,100,000
Year 8	2034	652,000	512,000	36,000	1,200,000
Year 9	2035	736,000	578,000	36,000	1,350,000
Year 10	2036	820,000	644,000	36,000	1,500,000
Year 11	2037	904,000	710,000	36,000	1,650,000
Year 12	2038	988,000	776,000	36,000	1,800,000
Year 13	2039	1,044,000	820,000	36,000	1,900,000
Year 14	2040	1,100,000	864,000	36,000	2,000,000
Year 15	2041	1,156,000	908,000	36,000	2,100,000

Memorandum

Jewel Williams Johnson
Legislator, District 8
Michaelian Office Building

To: Sunday Vanderburgh

From: Jewel Williams Johnson

Date: April 16, 2026

Re.: Establish a rebuttable presumption in regards to the possession of flavored nicotine vapor products

---

Please place the attached proposal, the adoption of "A LOCAL LAW amending Chapter 535 of the Laws of Westchester County to establish a rebuttable presumption in regards to the possession of flavored nicotine vapor products in the County of Westchester", on the agenda for the April 20, 2026 meeting of the Westchester County Board of Legislators so that it may be referred to the appropriate committees.

Thank you.

cc: James Silverberg, Legislative Director
Dylan Tragni, Chief of Staff

TO: HONORABLE BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER

Your Committee recommends the adoption of "A LOCAL LAW amending Chapter 535 of the Laws of Westchester County to establish a rebuttable presumption in regards to the possession of flavored nicotine vapor products in Westchester County."

Your Committee recognizes that, in 2020, New York State banned the sale of flavored nicotine vapor products across the State, with the exception of unflavored and tobacco-flavored products, as well as nicotine vapor products approved by the federal government. The New York State Commissioner of Health had noted prior to the passage of the ban that:

> Flavors are largely responsible for the dramatic increase in use of e-cigarettes by youth and are a principal reason that youth initiate and maintain e-cigarette use. According to Department of Health data, nearly 40 percent of 12th grade students and 27 percent of high school students in New York State are now using e-cigarettes, and this increase is largely driven by flavored e-liquids. High school use in 2018 (27.4%) is 160 percent higher than it was in 2014 (10.5%). While New York's high school student cigarette smoking rate dropped from 27.1% in 2000 to a record low of 4.3% in 2016, aggressive marketing strategies promoting flavored e-cigarettes are primed to reverse that trend.

NYS Department of Health, https://health.ny.gov/press/releases/2020/2020-05-18_fl_nicotine_vapor_products_ban.htm. The Commissioner also noted that flavoring had been a "key youth marketing strategy of the vaping/aerosol industry."

Your Committee further recognizes that the challenge with the New York State law prohibition is that it does not outright ban the possession of flavored nicotine vapor products. Retail dealers are still permitted to sell these products to consumers online and/or in other states or jurisdictions where their sale is legal. According to the County's Health Department, where a retail dealer is caught in possession of flavored nicotine vapor products, the retail dealer will simply claim that they possess them for purposes of out-of-state or online sales, without any proof thereof, and thereby flouting the New York State ban on the sale of nicotine vapor products. This leaves the Health Department in the position where it is required to not only prove possession, but to prove intent, despite there being no evidence to support the retail dealer's position.

Your Committee is advised that, this proposed amendment to Chapter 535 of the Laws of Westchester County would close this loophole. If a retail dealer is found to be in possession of flavored nicotine vapor products, there would be a presumption of an intent to sell those products. The retail dealer would have an opportunity to rebut that presumption by a preponderance of the evidence that their possession was only with the intent to sell those products either on-line or out-of-state (where the sale of which is legal) and not in New York State or Westchester County.

As you know, this Honorable Board must comply with the requirements of the State Environmental Quality Review Act ("SEQRA"). The proposed amendment does not meet the definition of an action under New York State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617. Please refer to the memorandum from the Department of Planning dated January 9, 2026, which is on file with the Clerk of the Board of Legislators.

Your Committee, after careful consideration, recommends adoption of this Local Law.

Dated: , 2026
White Plains, New York

COMMITTEE ON

jsw/sdk 2026-02-03

RESOLUTION NO. ____ – 2026

RESOLVED, that this Board hold a public hearing pursuant to Section 209.141(4) of the Laws of Westchester County on Local Law Intro. No. ___ - 2026, entitled, "A LOCAL LAW amending Chapter 535 of the Laws of Westchester County to establish a rebuttable presumption in regards to the possession of flavored nicotine vapor products in Westchester County." The public hearing will be held at __.m. on the _____ day of _____, 2026 in the Chambers of the Board of Legislators, 8th Floor, Michaelian Office Building, White Plains, New York. The Clerk of the Board shall cause notice of the time and date of such hearing to be published at least once in one or more newspapers published in the County of Westchester and selected by the Clerk of the Board for that purpose in the manner and time required by law.

jsw/sdk 2026-02-03

RESOLUTION NO. ____ – 2026

RESOLVED, that this Board hold a public hearing pursuant to Section 209.141(4) of the Laws of Westchester County on Local Law Intro. No. ___ - 2026, entitled, "A LOCAL LAW amending Chapter 535 of the Laws of Westchester County to establish a rebuttable presumption in regards to the possession of certain vapor products in Westchester County." The public hearing will be held at __.m. on the _____ day of _____, 2026 in the Chambers of the Board of Legislators, 8th Floor, Michaelian Office Building, White Plains, New York. The Clerk of the Board shall cause notice of the time and date of such hearing to be published at least once in one or more newspapers published in the County of Westchester and selected by the Clerk of the Board for that purpose in the manner and time required by law.

TO: HONORABLE BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER

Your Committee recommends the adoption of "A LOCAL LAW amending Chapter 535 of the Laws of Westchester County to establish a rebuttable presumption in regards to the possession of certain vapor products in Westchester County."

Your Committee recognizes that, in 2020, New York State banned the sale of flavored nicotine vapor products ("vapor products") across the State, with the exception of unflavored and tobacco-flavored products, as well as vapor products approved by the federal government. The New York State Commissioner of Health had noted prior to the passage of the ban that:

> Flavors are largely responsible for the dramatic increase in use of e-cigarettes by youth and are a principal reason that youth initiate and maintain e-cigarette use. According to Department of Health data, nearly 40 percent of 12th grade students and 27 percent of high school students in New York State are now using e-cigarettes, and this increase is largely driven by flavored e-liquids. High school use in 2018 (27.4%) is 160 percent higher than it was in 2014 (10.5%). While New York's high school student cigarette smoking rate dropped from 27.1% in 2000 to a record low of 4.3% in 2016, aggressive marketing strategies promoting flavored e-cigarettes are primed to reverse that trend.

NYS Department of Health, https://health.ny.gov/press/releases/2020/2020-05-18_fl_nicotine_vapor_products_ban.htm. The Commissioner also noted that flavoring had been a "key youth marketing strategy of the vaping/aerosol industry."

Your Committee further recognizes that Westchester County recently banned the sale of vapor products designed to look like innocuous objects, such as highlighters, USB drives, ballpoint pens,

smartphone cases, smartwatches, toys, and drink containers ("camouflaged vapor products"). We did so because sales of camouflaged vapor products are a means by which underage users conceal nicotine delivery tools from parents, teachers, and other adults, and make it easier for vendors and individuals to sell illegal products to minors by evading detection by law enforcement.

Your Committee further recognizes that the challenge with the New York State's prohibition on flavored vapor products and the County's ban on camouflaged vapor products is that neither bans the outright possession of these products; that is because federal and state law permit retail dealers to sell these products to consumers online and/or in other states or jurisdictions where their sale is legal. According to the County's Health Department, where a retail dealer is caught in possession of flavored nicotine vapor products or camouflaged vapor products, the retail dealer will simply claim that they possess them for purposes of out-of-state or online sales, without any proof thereof, thereby flouting the New York State ban on the sale of nicotine vapor products. This leaves the Health Department in the position where it is required to not only prove possession, but to prove intent, despite there being no evidence to support the retail dealer's position.

Your Committee is advised that, this proposed amendment to Chapter 535 of the Laws of Westchester County would close the loophole in (1) New York State law, in regards to flavored vapor products, and (2) in the Laws of Westchester County, in regards to camouflaged vaping products. If a retail dealer is found to be in possession of flavored nicotine vapor products, there would be a presumption of an intent to sell those products. The retail dealer would have an opportunity to rebut that presumption by a preponderance of the evidence that their possession was only with the intent to sell those products either on-line or out-of-state (where the sale of which is legal) and not in New York State or Westchester County.

Your Committee is further advised that, the Department of Health will still be the agency responsible for enforcing the laws restricting the ban on flavored and camouflaged vaping products, as well as enforcing the presumption in regards to the illegal sale of these products pursuant to Article 13-F of the New York State Public Health Law entitled Regulation of Tobacco Products, Herbal Cigarettes and Smoking Paraphernalia; Distribution to Minors and Section 535.81 of the Laws of Westchester County.

As you know, this Honorable Board must comply with the requirements of the State Environmental Quality Review Act ("SEQRA"). The proposed amendment does not meet the definition of an action under New York State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617. Please refer to the memorandum from the Department of Planning dated January 9, 2026, which is on file with the Clerk of the Board of Legislators.

Your Committee, after careful consideration, recommends adoption of this Local Law.

Dated: July 27, 2026
White Plains, New York

COMMITTEES ON

Legislation

Health

Dated: July 27, 2026
White Plains, New York

Margaret A. Cunzio

Glenn Peyer

Henry Brillian Johnson

COMMITTEES ON

Legislation

Health

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

SUBJECT: Presumption Related to the Sale of Certain Vapor Products X **NO FISCAL IMPACT PROJECTED**

OPERATING BUDGET IMPACT

SECTION A - FUND

GENERAL FUND | AIRPORT FUND | SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense 0

Total Current Year Revenue 0

Source of Funds (check one): Current Appropriations | Transfer of Existing Appropriations | Additional Appropriations | Other (explain)

Identify Accounts:

Potential Related Operating Budget Expenses: Annual Amount 0

Describe:

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: Christina Rampata

Title: Deputy Budget Director

Department: Budget

Date: 07/29/2026

Approved by: Christina Rampata
Digitally signed by Christina Rampata
Date: 2026.07.29 16:33:04 -04'00'

Budget Director

Date:

LOCAL LAW INTRO. NO. 2026

A LOCAL LAW amending Chapter 535 of the Laws of Westchester County to establish a rebuttable presumption in regards to the possession of certain vapor products in Westchester County.

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

Section 1. Chapter 535 of the Laws of Westchester County is hereby amended to include a new Section 535.21-b, to read as follows:

Sec. 535.21-b. Presumption Related to the Sale of Certain Vapor Products

1. There shall be a rebuttable presumption that a vapor products dealer, as defined in Section 1399-aa(18) of the New York State Public Health Law, in possession of four (4) or more individual packages or packets of flavored vapor products, as defined by Section 1399-mm-1(1) of the New York State Public Health Law, in or on the premises of a tobacco business or retail establishment, possesses those products to sell, offer for sale, or transfer to persons flavored vapor products in violation of Section 1399-mm-1 of the New York State Public Health Law. There shall also be a rebuttable presumption that any person in possession of four (4) or more camouflaged e-cigarettes or vaping products possesses those products to sell, offer for sale, or transfer to persons camouflaged e-cigarettes or vaping products in violation of Section 535.21-a of this Chapter.

2. Any vapor products dealer charged with a violation of Section 1399-mm-1 of the New York State Public Health Law, or any person charged with a violation of Section 535.21-a of this Chapter, may overcome the presumption in subdivision 1 of this section by establishing by a preponderance of the evidence that said (a) camouflaged e-cigarettes or vaping products and/or (b)

individual packages or packets of flavored vapor products are for sale or offered for sale solely to consumers on-line and residing in other states and jurisdictions where their sale is not prohibited.

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

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

SUBJECT: Tax Exemp. Surviving Spouses of Police Officers Killed in the X **NO FISCAL IMPACT PROJECTED**

OPERATING BUDGET IMPACT

SECTION A - FUND

X GENERAL FUND AIRPORT FUND X SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense 0

Total Current Year Revenue 0

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

Additional Appropriations Other (explain)

Identify Accounts: NA

Potential Related Operating Budget Expenses: Annual Amount 0

Describe:

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: Lawrence Soule

Title: Budget Director

Department: Budget

Date: 06/24/2026

Approved by: Larry Soule Digitally signed by Larry Soule Date: 2026.06.25 15:47:04 -04'00'

Budget Director

Date: 06/24/2026

RESOLUTION NO. ____ – 2026

RESOLVED, that this Board hold a public hearing pursuant to Section 209.141(4) of the Laws of Westchester County on Local Law Intro. No. ___ - 2026, entitled "A LOCAL LAW Amending the Laws of Westchester County by Adding a New Chapter 474 in Relation to a Real Property Tax Exemption for Surviving Spouses of Police Officers Killed in the Line of Duty." The public hearing will be held at __.m. on the _____ day of _____, 2026 in the Chambers of the Board of Legislators, 8th Floor, Michaelian Office Building, White Plains, New York. The Clerk of the Board shall cause notice of the time and date of such hearing to be published at least once in one or more newspapers published in the County of Westchester and selected by the Clerk of the Board for that purpose in the manner and time required by law.

COMMITTEE REPORT

TO: BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER

Your Committee has reviewed "A LOCAL LAW Amending the Laws of Westchester County by Adding a New Chapter 474 in Relation to a Real Property Tax Exemption for Surviving Spouses of Police Officers Killed in the Line of Duty."

Your Committee is aware that Section 471 of the New York State Real Property Tax Law, enacted in 2025, provides a local option where municipalities can opt in to provide real property tax exemptions for surviving spouses of police officers who are killed in the line of duty.

Your Committee notes that, beyond the emotional trauma, survivors of police officers killed in the line of duty often face financial difficulties due to a reduction in income. Survivors in New York State are faced with a high cost-of-living, including significant housing costs. For those families that now must rely on survivor benefits that only pay a percentage of the deceased officer's wages, the struggle to remain financially stable is difficult.

Your Committee finds that opting into this property tax exemption will help alleviate the burden on surviving spouses by providing much needed tax relief, in the form of a 50% exemption from taxation. Doing so is a way the County can help the families of police officers who made the ultimate sacrifice in the line of duty.

2026.04.01 JRA

Your Committee is informed that the proposed legislation does not meet the definition of an action under New York State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617. Please refer to the memorandum from the Department of Planning dated January 9, 2026, which is on file with the Clerk of the Board of Legislators. Your Committee concurs in this conclusion.

In light of all of the foregoing, your Committee recommends the adoption of this Local Law.

Dated: JULY 27 2026
White Plains, New York

2026.04.01 JRA

Budget & Appropriations | Legislation | Public Safety & Veterans

Dated: July 27, 2026
White Plains, New York

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

Committee(s) on:

Legislation

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

SUBJECT: Tax Exemp. Surviving Spouses of Police Officers Killed in the — X **NO FISCAL IMPACT PROJECTED**

OPERATING BUDGET IMPACT

SECTION A - FUND

X GENERAL FUND — AIRPORT FUND — X SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense 0

Total Current Year Revenue 0

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

Additional Appropriations — Other (explain)

Identify Accounts: NA

Potential Related Operating Budget Expenses: Annual Amount 0

Describe:

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: Lawrence Soule

Title: Budget Director

Department: Budget

Date: 06/24/2026

Approved by: Lawrence Soule — Digitally signed by Lawrence Soule Date: 2026.06.24 12:40:41 -04'00'

Budget Director

Date: 06/24/2026

LOCAL LAW INTRO. NO. -2026

A LOCAL LAW Amending the Laws of Westchester County by Adding a New Chapter 474 in Relation to a Real Property Tax Exemption for Surviving Spouses of Police Officers Killed in the Line of Duty.

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

Section 1: A new Chapter 474 of the Laws of Westchester County is hereby enacted to read as follows:

Chapter 474 – TAX EXEMPTION FOR SURVIVING SPOUSES OF POLICE OFFICERS KILLED IN THE LINE OF DUTY

Sec. 474.01 – Purpose. Pursuant to the provisions of section 471 of the New York State Real Property Tax Law, the purpose of this chapter is to grant a partial exemption from taxation of 50 percent of the assessed valuation of real property which is owned as a primary residence by the surviving spouse of a police officer that is killed in the line of duty, meeting the requirements set forth in this Chapter.

Sec. 474.02 – Eligible Person. An individual is eligible to apply for this exemption if they are a surviving spouse of a police officer that is killed in the line of duty. For purposes of this Chapter, the term "police officer" shall have the same meaning as defined in section 1.20 of the New York State Criminal Procedure Law. To establish eligibility, an individual must provide to their applicable assessor documents sufficient to establish eligibility as determined by the New York State Commissioners of the Division of Criminal Justice Services and the Department of Taxation and Finance.

Sec. 474.03 – Eligible Property. This exemption can only be applied to real property owned by an eligible person and held as that person's primary residence. For purposes of this Chapter, real property is considered "owned" by an eligible person if it is held in trust solely for the benefit of the eligible person.

Sec. 474.04 – Cooperative Apartments. For purposes of this Chapter, title to that portion of real property owned by a cooperative apartment corporation in which a tenant-stockholder of such corporation resides and which is represented by their share or shares of stock in such corporation as determined by its or their proportional relationship to the total outstanding stock of the corporation, including that owned by the corporation, shall be deemed to be vested in such tenant-stockholder. Further, provided that all other eligibility criteria of this section are met, that proportion of the assessment of such real property owned by a cooperative apartment corporation determined by the relationship of such real property vested in such tenant-stockholder to such real property owned by such cooperative apartment corporation in which such tenant-stockholder resides shall be subject to exemption from taxation pursuant to this section and any exemption so granted shall be credited by the appropriate taxing authority against the assessed valuation of such real property; the reduction in real property taxes realized thereby shall be credited by the cooperative apartment corporation against the amount of such taxes otherwise payable by or chargeable to such tenant-stockholder. Notwithstanding the foregoing, a tenant-stockholder who resides in a dwelling that is subject to the provisions of either article two, four, five or eleven of the

New York State Private Housing Finance Law shall not be eligible for an exemption pursuant to this section.

Section 2: This Local Law shall take effect immediately and shall apply to all applications for exemptions on assessment rolls that are based on taxable status dates occurring on and after October 1, 2026.

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

SUBJECT: Tax Exemp.- Surviving Spouses of Firefighters & Vol. Ambula X **NO FISCAL IMPACT PROJECTED**

OPERATING BUDGET IMPACT

SECTION A - FUND

X GENERAL FUND AIRPORT FUND X SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense 0

Total Current Year Revenue 0

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

Additional Appropriations Other (explain)

Identify Accounts:

Potential Related Operating Budget Expenses: Annual Amount 0

Describe:

Potential Related Operating Budget Revenues: Annual Amount 0

Describe:

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

Current Year: 0

Next Four Years:

Prepared by: Lawrence Soule

Title: Budget Director

Department: Budget

Date: 06/25/2026

Approved by: Larry Soule Digitally signed by Larry Soule Date: 2026.06.25 15:47:04 -04'00'

Budget Director

Date: 06/25/2026

RESOLUTION NO. ____ – 2026

RESOLVED, that this Board hold a public hearing pursuant to Section 209.141(4) of the Laws of Westchester County on Local Law Intro. No. ___ - 2026, entitled "A LOCAL LAW amending the Laws of Westchester County with respect to a Tax Exemption for Surviving Spouses of Volunteer Firefighters and Volunteer Ambulance Services Members." The public hearing will be held at __.m. on the _____ day of _____, 2025 in the Chambers of the Board of Legislators, 8th Floor, Michaelian Office Building, White Plains, New York. The Clerk of the Board shall cause notice of the time and date of such hearing to be published at least once in one or more newspapers published in the County of Westchester and selected by the Clerk of the Board for that purpose in the manner and time required by law.

2026.06.22 JRA

TO: BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER

Your Committee is in receipt of a communication from the County Executive recommending adoption of "A LOCAL LAW amending the Laws of Westchester County with respect to a Tax Exemption for Surviving Spouses of Volunteer Firefighters and Volunteer Ambulance Services Members."

Your Committee recognizes that volunteer firefighters and ambulance workers provide a significant benefit to residents and taxpayers through their countless hours of service protecting our communities. Accordingly, in conformance with New York State Real Property Tax Law ("Real Property Tax Law") Section 466-a, the County enacted Chapter 475 of the Laws of Westchester County ("Chapter 475") authorizing a ten (10) percent tax exemption for volunteer firefighters and volunteer ambulance service members with two (2) or more years of service, and continuing that exemption for certain un-remarried spouses of a volunteer firefighter or ambulance service member who died in the line of duty.

Your Committee is aware that Section 466-a of the Real Property Tax Law was amended by the State to provide a local option where municipalities can opt in to provide a greater real property tax exemption for surviving spouses of a volunteer firefighter or ambulance service member who died in the line of duty.

Your Committee notes that, beyond the emotional trauma, survivors of volunteer firefighters or ambulance workers that die in the line of duty often face financial difficulties due to a reduction in

income. Survivors in New York State are faced with a high cost-of-living, including significant housing costs, and financial stability is difficult to achieve.

Your Committee finds that opting into this property tax exemption will help alleviate the burden on surviving spouses by providing much needed tax relief, in the form of a 50% exemption from taxation. Doing so is a way the County can help the families of volunteer firefighters and ambulance workers who made the ultimate sacrifice in the line of duty.

Your Committee is advised that the proposed Local Law does not meet the definition of an action under New York State Environmental Quality Review Act ("SEQRA") and its implementing regulations 6 NYCRR Part 617. Please refer to the memorandum from the Department of Planning, dated January 9, 2026, which is on file with the Clerk of the Board of Legislators. Your Committee concurs in this conclusion.

Based on the foregoing, your Committee recommends the passage of this Local Law.

Dated July 27 2026
White Plains, New York
Committee on

2026.06.22 JRA

Budget & Appropriations

Legislation

Public Safety & Ve

Dated: July 27, 2026
White Plains, New York

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

Committee(s) on:

Legislation

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

SUBJECT: Tax Exemp.- Surviving Spouses of Firefighters & Vol. Ambul X **NO FISCAL IMPACT PROJECTED**

OPERATING BUDGET IMPACT

SECTION A - FUND

X GENERAL FUND AIRPORT FUND X SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense 0

Total Current Year Revenue 0

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

Additional Appropriations Other (explain)

Identify Accounts:

Potential Related Operating Budget Expenses: Annual Amount 0

Describe:

Potential Related Operating Budget Revenues: Annual Amount 0

Describe:

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

Current Year: 0

Next Four Years:

Prepared by: Lawrence Soule

Title: Budget Director

Department: Budget

Date: 06/25/2026

Approved by: Lawrence Soule
Digitally signed by Lawrence Soule
Date: 2026.06.25 14:01:12 -04'00'

Budget Director

Date: 06/25/2026

LOCAL LAW NO. -2026

A LOCAL LAW amending the Laws of Westchester with respect to a Tax Exemption for Surviving Spouses of Volunteer Firefighters and Volunteer Ambulance Service Members.

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

Section 1. Section 475.01 of the Laws of Westchester County is amended to read as follows:

Sec. 475.01. Purpose

The purpose of this Chapter is to provide volunteer firefighters and volunteer ambulance service members, who are qualified real property owners, with the tax exemption authorized by Section 466-a of the Real Property Tax Law, and to continue this exemption in the case of certain ~~un-remarried~~surviving spouses of deceased volunteers pursuant to that law. The exemptions authorized by this Chapter are subject to all the qualifications and limitations set forth in Sections 466-a and 466-l of the Real Property Tax Law.

Section 2. Section 475.41 of the Laws of Westchester County is amended to read as follows:

Sec. 475.41. ~~Continuation of e~~Exemption for ~~un-remarried~~the surviving spouse of a deceased volunteer firefighter or volunteer ambulance worker killed in the line of duty.

~~The exemption authorized by this chapter shall be continued for the un-remarried~~ Real property owned by the surviving spouse of a deceased member of an incorporated volunteer fire company, fire department, or incorporated voluntary ambulance service, killed in the line of duty shall be exempt from taxation to the extent of fifty percent (50%) of the assessed value of such property for county purposes, and county special district purposes other than sewer purposes, exclusive of special assessments; provided, that:

(a) Such ~~un-remarried~~surviving spouse is certified by the authority having jurisdiction for the incorporated volunteer fire company, fire department, or incorporated voluntary ambulance service as a~~n un-remarried~~surviving spouse of an enrolled member of such incorporated volunteer fire company, fire department, or incorporated voluntary ambulance service who was killed in the line of duty; and

(b) Such deceased volunteer had been an enrolled member for at least five years; and

(c) Such deceased volunteer had been receiving ~~the~~an exemption prior to ~~his or her~~their death.

Section 3. This Local Law shall take effect immediately and shall apply to all applications for exemptions on assessment rolls that are based on taxable status dates occurring on and after October 1, 2026.

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 will operate five (5) days per week during the period July 6, 2026 through August 14, 2026. The Program will be held in Mount Vernon at the Mount Vernon High School gymnasium Mondays-Fridays for four hours each day. The Program has availability of a maximum of ninety (90) registered participants, ages 6 - 16 for each week of the Program. The head basketball coach at Mount Vernon High School and his staff will direct basketball skills and drills. In addition to helping participants develop basketball skills, the Program will teach participants "life skills". Each week a speaker will present and discuss a different life skill topic to the participants. All participants receive lunch and a tee shirt. The County will pay the City a total amount not to exceed Fifteen Thousand ($15,000.00) 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 are 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 show the most improvement are encouraged to participate in the City's Saturday youth summer basketball league.

Your Committee is advised that in previous years of the Program, eighty (80%) percent of the participants learned the game of basketball, including shot making, movement and overall comprehension; fifty-five (55%) percent were motivated to continue in additional basketball programs, and eighty (80%) 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 are 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 that are accomplished. The Program supervisors are 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 Planning Department has advised that, based on its review, the proposed IMAs do not meet the definition of an action under New York State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617. Please refer to the memorandum from the

Department of Planning dated January 9, 2026, which is on file with the Clerk of the Board of Legislators. 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: July 27, 2026
White Plains, New York

Budget & Appropriations

Seniors & Youth

COMMITTEE ON

k/mb/6.30.26 CON142224

Dated: July 27, 2026
White Plains, New York

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

Committee(s) on:

Seniors & Youth

ACT NO. 2026-___

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 6, 2026 through August 14, 2026 for a total amount not to exceed $15,000.00.

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 will from July 6, 2026 through August 14, 2026 in Mount Vernon at the Mount Vernon High School gymnasium Mondays-Fridays for four hours each day. The Program has availability of a maximum of ninety (90) registered participants, ages 6 - 16 for each week of the Program. The Program is expected to teach 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 Fifteen Thousand, ($15,000.00) 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 are 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.

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

SUBJECT: 2026 Mount Vernon Summer Basketball Program **NO FISCAL IMPACT PROJECTED**

OPERATING BUDGET IMPACT

SECTION A - FUND

X GENERAL FUND AIRPORT FUND SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense $15,000

Total Current Year Revenue

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

Additional Appropriations Other (explain)

Identify Accounts: 101-52-5100-2508

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: 07/01/2026

Approved by: Lawrence Soule Digitally signed by Lawrence Soule Date: 2026.07.01 10:48:51 -04'00'

Budget Director

Date: 07/01/2026

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 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 6-16, for each week of the Program, which operated five (5) days per week Monday through Friday for four hours, for the period July 6, 2026 through August 14, 2026, 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, 2026, and shall terminate on December 31, 2026 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 Fifteen Thousand, ($15,000.00) Dollars, in accordance with an approved budget which is attached hereto and made a part hereof as Schedule "B". Payment shall be made in full within thirty (30) days after submission by the Municipality of an invoice. Municipality agrees that, if requested to do so by the Chair, it shall promptly submit supporting documentation to substantiate the basis for payment. The Chair will submit any requests for supporting documentation within two (2) weeks of receiving an invoice. The County shall pay said invoice within thirty (30) days of receipt of the invoice, or if supporting documentation is requested then within thirty (30) days of submission of supporting documentation. No additional payment shall be made by the County to the Municipality for out-of-pocket expenses or disbursements made in connection with the Work rendered under this

Agreement, as all costs and expenses for said services are deemed to be included in the fee set forth above.

The Municipality shall, at no additional charge, furnish all labor, services, materials, tools, equipment and other appliances necessary to complete the services contracted for under this Agreement. It is recognized and understood that in no event shall total payment to the Municipality exceed the not-to-exceed amount set forth above.

FOURTH: The Municipality shall report to the County on its progress toward completing the Work, as the Chair of the Westchester County Board of Legislators or his/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]

SCHEDULE "A"

SCOPE OF WORK

The City of Mt. Vernon-Department of Recreation "Basketball Clinic" for youth ages 6-16 for the period of July 6, 2026 - August 14, 2026. 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 1:00 pm 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 6-16 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 percent (80%) of participants will learn the "GAME" (i.e. Shot Making, Movement and overall comprehension); fifty-five (55%) percent will be motivated to continue in additional basketball programs; and eighty (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, 6 Recreation Specialist, Basketballs, T Shirts, Etc.

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

THE COUNTY OF WESTCHESTER

By: _____
Name:
Title:

THE CITY OF MOUNT VERNON

By: _____
Name:
Title:

ATTESTATION REGARDING AUTHORITY OF SIGNATORY

I hereby attest that I am an officer of the Municipality and that the person who executed this Agreement for the Municipality did, at the time of such execution, have authority to execute this Agreement for and on behalf of the Municipality. Accordingly, said signatory and I understand, acknowledge, and agree that the Municipality, as part of the terms of this Agreement, hereby waives any and all claims regarding the sufficiency of the signature of said signatory.

By: _____
Name:
Title:

Authorized by the Board of Acquisition and Contract of the County of Westchester on _____

Approved.

_____
Assistant County Attorney
County of Westchester

CON142224

SCHEDULE "B"

BUDGET

FUNDING SOURCE SUMMARY		
BASKETBALL PROGRAM		
PROJECT BUDGET FOR 2026		
SALARIES AND WAGES:		
Director (1) @ $30/hr x 5 hrs/day x 5 days/wk @ 6 weeks		$ 4,500.00
Rec Specialist (6) @ $18/hr x 4 hrs/day x 5 days x 6 wks		$ 8,640.00
TOTAL SALARIES		$ 13,140.00
FRINGE BENEFITS		
FICA @ 7.65%		$ 1,005.00
Workers' Compensation @ 2.88%		$ 378.00
Liability Insurance @ 1.42%		$ 187.00
TOTAL FRINGE BENEFITS		$ 1,570.00
TOTAL SALARY & FRINGE:		$ 14,710.00
MISCELLANEOUS EXPENSES:		
Equipment (Basketballs, nets, whistles, Awards, etc.)		$ 290.00
	Sub-Total	$ 290.00
TOTAL PROPOSED OPERATING BUDGET:		$ 15,000.00

SCHEDULE "C"

BOARD OF LEGISLATORS

STANDARD INSURANCE PROVISIONS
(Contractor)

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

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

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

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

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

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

2. The Contractor shall provide evidence of the insurance for each coverage checked off below (if additional coverage is required for a specific agreement, those requirements will be described in the Agreement):

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

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

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

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

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

NOTES: (a) Additional insured status shall be provided by standard or other endorsement that extends coverage to the County of Westchester for both on-going and completed operations.
(b) Action Over exclusions, Labor Law exclusions, "Exclusions of Injury to Employees, Contractor and Subcontractor Employees", or any exclusions that exclude from coverage lawsuits or claims against the County for employee bodily injury shall not apply to the County.
(c) All Contracts involving the use of explosives, demolition and/or underground work shall provide proof that XCU is covered.

☒Commercial Umbrella/Excess Insurance: $2,000,000 each occurrence and aggregate naming the "County of Westchester" as an additional insured, written on a "follow the form" basis.

Notes (a) through (c) above under the Commercial General Liability Insurance shall also apply to Commercial Umbrella/Excess Insurance.

☒Automobile Liability Insurance with a minimum limit of liability per occurrence of $1,000,000 for bodily injury and a minimum limit of $100,000 per occurrence for

property damage or a combined single limit of $1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages and name the "County of Westchester" as an additional insured:

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

☐ Professional Liability Insurance with a limits of $1,000,000 per claim/$3,000,000 aggregate.

☒ Abuse and Molestation Liability, either by separate policy of insurance or through endorsement to the General Liability Policy or Professional Liability Policy in the following limit:

☒ Limit of $1,000,000 per occurrence and $2,000,000 in the aggregate, or

☐ Limit of $3,000,000 per occurrence

This insurance shall include coverage for the following, including coverage for client on client, counselor client, and third parties:

i. Misconduct
ii. Abuse (including both physical and sexual)
iii. Molestation

☐ Special Event Insurance with a limit of $1,000,000 per occurrence.

☐ Other:

_____

_____

_____

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

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

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

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

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

(e) Notice of Cancellation Endorsement providing for 10 days' written notice of cancellation of the insurer's intent to cancel the policies to the following Designated Entity:

Westchester County Department of Law
Attn: Director of Risk Management
Office of Risk Management
148 Martine Avenue, Suite 241
White Plains, New York 10601

Certificate Holder on all certificates of insurance shall read: The County of Westchester, 148 Martine Avenue, White Plains, New York 10601.

PLEASE NOTE: **Printed copies of all of your full insurance policies are required.**

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

SUBJECT: Tax Exemp. for Active Duty Military serving in Combat Zone

X **NO FISCAL IMPACT PROJECTED**

OPERATING BUDGET IMPACT

SECTION A - FUND

X GENERAL FUND

AIRPORT FUND

X SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense 0

Total Current Year Revenue 0

Source of Funds (check one): Current Appropriations

Additional Appropriations

Transfer of Existing Appropriations

Other (explain)

Identify Accounts:

Potential Related Operating Budget Expenses: Annual Amount 0

Describe:

Potential Related Operating Budget Revenues: Annual Amount 0

Describe:

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

Current Year: 0

Next Four Years:

Prepared by: Lawrence Soule

Title: Budget Director

Department: Budget

Date: 07/08/2026

Approved by: Larry Soule Digitally signed by Larry Soule Date: 2026.06.25 15:47:04 -04'00'

Budget Director

Date: 07/08/2026

RESOLUTION NO. ____ – 2026

RESOLVED, that this Board hold a public hearing pursuant to Section 209.141(4) of the Laws of Westchester County on Local Law Intro. No. ___ - 2026, entitled "A LOCAL LAW Amending the Laws of Westchester County by Adding a New Chapter 476 in Relation to a Real Property Tax Exemption for Active Duty Members of the Armed Forces Serving in a Combat Zone." The public hearing will be held at __.m. on the _____ day of _____, 2026 in the Chambers of the Board of Legislators, 8th Floor, Michaelian Office Building, White Plains, New York. The Clerk of the Board shall cause notice of the time and date of such hearing to be published at least once in one or more newspapers published in the County of Westchester and selected by the Clerk of the Board for that purpose in the manner and time required by law.

COMMITTEE REPORT

TO: BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER

Your Committee has reviewed "A LOCAL LAW Amending the Laws of Westchester County by Adding a New Chapter 476 in Relation to a Real Property Tax Exemption for Active Duty Members of the Armed Forces Serving in a Combat Zone."

Your Committee is aware that Section 458-d of the New York State Real Property Tax Law, enacted in 2025, provides a local option where municipalities can opt in to provide real property tax exemptions for active duty members of the armed forces serving in a combat zone.

Your Committee recognizes that, while there are tax exemptions for veterans in recognition of their service to our country, there are currently no property tax exemptions for those on active duty, serving our country. This property tax exemption recognizes such service when those members have served in a combat zone and put their life on the line to serve our country.

Your Committee notes that this property tax exemption would exempt up to 25% of the value of a primary residence, capped at $20,000 (or the product of $20,000 times the applicable equalization rate for the municipality), in accordance with the limits allowed under Section 485-d.

Your Committee is informed that the proposed legislation does not meet the definition of an action under New York State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617. Please refer to the memorandum from the Department of Planning dated January 9, 2026, which is on file with the Clerk of the Board of Legislators. Your Committee concurs in this conclusion.

In light of all of the foregoing, your Committee recommends the adoption of this Local Law.

Dated: July 27 2026
White Plains, New York
Committee on

Budget & Appropriations

Legislation

Public Safety & Veterans

2026.07.07 JRA

Dated: July 27, 2026
White Plains, New York

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

Committee(s) on:

Legislation

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

SUBJECT: Tax Exemp. for Active Duty Military serving in Combat Zone

X **NO FISCAL IMPACT PROJECTED**

OPERATING BUDGET IMPACT

SECTION A - FUND

X GENERAL FUND

AIRPORT FUND

X SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense 0

Total Current Year Revenue 0

Source of Funds (check one): Current Appropriations; Transfer of Existing Appropriations; Additional Appropriations; Other (explain)

Identify Accounts:

Potential Related Operating Budget Expenses: Annual Amount 0

Describe:

Potential Related Operating Budget Revenues: Annual Amount 0

Describe:

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

Current Year: 0

Next Four Years:

Prepared by: Lawrence Soule

Title: Budget Director

Department: Budget

Date: 07/08/2026

Approved by: Lawrence Soule
Digitally signed by Lawrence Soule
Date: 2026.07.08 17:06:43 -04'00'

Budget Director

Date: 07/08/2026

LOCAL LAW INTRO. NO. -2026

A LOCAL LAW Amending the Laws of Westchester County by Adding a New Chapter 476 in Relation to a Real Property Tax Exemption for Active Duty Members of the Armed Forces Serving in a Combat Zone.

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

Section 1: A new Chapter 476 of the Laws of Westchester County is hereby enacted to read as follows:

Chapter 476 – TAX EXEMPTION FOR ACTIVE DUTY MILITARY SERVING IN A COMBAT ZONE

Sec. 476.01 – Purpose. Pursuant to the provisions of section 458-d of the New York State Real Property Tax Law, the purpose of this chapter is to grant a partial exemption from taxation of up to 25 percent of the assessed valuation of real property which is owned as a primary residence by the members of the armed forces serving in a combat zone, meeting the requirements set forth in this Chapter.

Sec. 476.02 – Eligible Person. An individual is eligible to apply for this exemption if they are a member of the armed forces who, at any time during the calendar year immediately preceding the applicable taxable status date, served on active duty in a combat zone, as documented by a copy of such member's military orders or a certified letter from such member's commanding officer. Provided, however, that an owner who is receiving an exemption under any provision of Chapter 473 of the Laws of Westchester County on a given assessment roll shall not be eligible for an exemption under this section on the same assessment roll. For purposes of this section: the term

"active duty" shall have the same meaning as such term is used in section 101 of title 10 of the United States code; the term "armed forces" shall have the same meaning as such term is used in section 101 of title 10 of the United States code and shall also include the army and air national guard of the United States and New York naval militia; and the term "combat zone" shall mean areas designated by an executive order from the President of the United States in which the United States armed forces are engaging or have engaged in combat.

Sec. 476.03 – Eligible Property. This exemption can only be applied to real property owned by an eligible person and held as that person's primary residence; provided, however, that in the event that any portion of such property is not used exclusively for residential purposes, but is used for other purposes, such portion shall be subject to taxation and only the remaining portion used exclusively for residential purposes shall be subject to the exemption provided by this section. For purposes of this Chapter, real property is considered "owned" by an eligible person if it is held in trust solely for the benefit of the eligible person.

Sec. 476.04 – Cooperative Apartments. For purposes of this Chapter, title to that portion of real property owned by a cooperative apartment corporation in which a tenant-stockholder of such corporation resides and which is represented by their share or shares of stock in such corporation as determined by its or their proportional relationship to the total outstanding stock of the corporation, including that owned by the corporation, shall be deemed to be vested in such tenant-stockholder. Further, provided that all other eligibility

criteria of this section are met, that proportion of the assessment of such real property owned by a cooperative apartment corporation determined by the relationship of such real property vested in such tenant-stockholder to such real property owned by such cooperative apartment corporation in which such tenant-stockholder resides shall be subject to exemption from taxation pursuant to this section and any exemption so granted shall be credited by the appropriate taxing authority against the assessed valuation of such real property; the reduction in real property taxes realized thereby shall be credited by the cooperative apartment corporation against the amount of such taxes otherwise payable by or chargeable to such tenant-stockholder. Notwithstanding the foregoing, a tenant-stockholder who resides in a dwelling that is subject to the provisions of either article two, four, five or eleven of the New York State Private Housing Finance Law shall not be eligible for an exemption pursuant to this section.

Sec. 476.05 – Exemption. An eligible person shall be entitled to an exemption on an eligible property of twenty-five percent (25) of the assessed value of such property, provided, that such exemption shall not exceed twenty thousand dollars or the product of twenty thousand dollars multiplied by the latest state equalization rate for the assessing unit, or in the case of a special assessing unit, the class ratio, whichever is less.

Sec. 476.06 – Application for Exemption. An application for an exemption pursuant to this article must be made by the owner, or all of the owners, of the property on a form prescribed by the state board of real property services. The

owner or owners shall file the completed form in the assessor's office on or before the appropriate taxable status date.

Section 2: This Local Law shall take effect immediately and shall apply to all applications for exemptions on assessment rolls that are based on taxable status dates occurring on and after October 1, 2026.

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

SUBJECT: Real Property Tax Exemption for Disabled Veterans

X **NO FISCAL IMPACT PROJECTED**

OPERATING BUDGET IMPACT

SECTION A - FUND

X GENERAL FUND

AIRPORT FUND

X SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense 0

Total Current Year Revenue 0

Source of Funds (check one): Current Appropriations

Additional Appropriations

Transfer of Existing Appropriations

Other (explain)

Identify Accounts:

Potential Related Operating Budget Expenses: Annual Amount 0

Describe:

Potential Related Operating Budget Revenues: Annual Amount 0

Describe:

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

Current Year: 0

Next Four Years:

Prepared by: Lawrence Soule

Title: Budget Director

Department: Budget

Date: 07/08/2026

Approved by: Larry Soule Digitally signed by Larry Soule Date: 2026.06.25 15:47:04 -04'00'

Budget Director

Date: 07/08/2026

RESOLUTION NO. ____ – 2026

RESOLVED, that this Board hold a public hearing pursuant to Section 209.141(4) of the Laws of Westchester County on Local Law Intro. No. ___ - 2026, entitled "A LOCAL LAW Amending Article II of Chapter 473 of the Laws of Westchester County in Relation to a Real Property Tax Exemption for Seriously Disabled Veterans in the Line of Duty." The public hearing will be held at __.m. on the _____ day of _____, 2026 in the Chambers of the Board of Legislators, 8th Floor, Michaelian Office Building, White Plains, New York. The Clerk of the Board shall cause notice of the time and date of such hearing to be published at least once in one or more newspapers published in the County of Westchester and selected by the Clerk of the Board for that purpose in the manner and time required by law.

COMMITTEE REPORT

TO: BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER

Your Committee has reviewed "A LOCAL LAW Amending Article II of Chapter 473 of the Laws of Westchester County in Relation to a Real Property Tax Exemption for Seriously Disabled Veterans in the Line of Duty."

Your Committee is aware that Section 458-a of the New York State Real Property Tax Law, as amended in 2025 in 2026, provides a local option where municipalities can opt in to provide real property tax exemptions for certain seriously disabled veterans.

Your Committee notes that, veterans who suffer a serious disability during their service face physical, mental, emotional, and financial hardships. These disabilities severely impact their lives, and can leave them unable to work as a result. In addition, disability may often require special modifications to their homes to facilitate independent living. In addition, those seriously disabled veterans living in New York State are faced with a high cost-of-living, including significant housing costs—before the added costs of modifications. The struggle to remain financially stable is difficult.

Your Committee finds that opting into this property tax exemption will help alleviate the burden on those veterans by providing much needed tax relief, in the form of an exemption from property taxation on a primary residence. Doing so is a way the County can help those who suffered life-altering disabilities serving our country.

2026.04.01 JRA

Your Committee is informed that the proposed legislation does not meet the definition of an action under New York State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617. Please refer to the memorandum from the Department of Planning dated January 9, 2026, which is on file with the Clerk of the Board of Legislators. Your Committee concurs in this conclusion.

In light of all of the foregoing, your Committee recommends the adoption of this Local Law.

Dated: July 27 2026
White Plains, New York

Committee on

Budget & Appropriations	Legislation	Public Safety & Veterans

2026.04.01 JRA

Dated: July 27, 2026
White Plains, New York

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

Committee(s) on:

Legislation

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

SUBJECT: Real Property Tax Exemption for Disabled Veterans

X **NO FISCAL IMPACT PROJECTED**

OPERATING BUDGET IMPACT

SECTION A - FUND

X GENERAL FUND

AIRPORT FUND

X SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense 0

Total Current Year Revenue 0

Source of Funds (check one): Current Appropriations

Additional Appropriations

Transfer of Existing Appropriations

Other (explain)

Identify Accounts:

Potential Related Operating Budget Expenses: Annual Amount 0

Describe:

Potential Related Operating Budget Revenues: Annual Amount 0

Describe:

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

Current Year: 0

Next Four Years:

Prepared by: Lawrence Soule

Title: Budget Director

Department: Budget

Date: 07/08/2026

Approved by: Lawrence Soule

Digitally signed by Lawrence Soule
Date: 2026.07.08 17:03:38 -04:00'

Budget Director

Date: 07/08/2026

LOCAL LAW INTRO. NO. -2026

A LOCAL LAW Amending Article II of Chapter 473 of the Laws of Westchester County in Relation to a Real Property Tax Exemption for Seriously Disabled Veterans in the Line of Duty.

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

Section 1: A new Section 473.251 of the Laws of Westchester County is hereby enacted to read as follows:

Sec. 473.251. – Seriously Disabled Veterans

In addition to exemptions based on the foregoing sections, the primary residence of any Seriously Disabled Veteran shall be exempt from taxation as follows:

1. Qualification:
    a. The Seriously Disabled Veteran was discharged as follows:
        i. Discharged or released under honorable conditions;
        ii. Has a qualifying condition, as defined in section one of the New York State Veterans' Services Law, and has received a discharge other than bad conduct or dishonorable; or
        iii. Is a discharged LGBT veteran, as defined in section one of the New York State Veterans' Services Law, and has received a discharge other than bad conduct or dishonorable.
    b. The Seriously Disabled Veteran:

i. Is considered to be permanently and totally disabled as a result of military service;

ii. Is rated 100% disabled by the United States Department of Veterans Affairs;

iii. Has been rated by the United State Department of Veterans Affairs as individually unemployable; and

iv. Is eligible for pecuniary assistance from the United States government, or has received pecuniary assistance from the United States government and has applied such assistance toward the acquisition or modification of a suitable housing unit with special features or movable facilities made necessary by the nature of the veterans' disability.

2. Exemption. The necessary land for the suitable housing unit identified above shall be fully exempt from taxation and special district charges, assessments and special ad valorem levies, provided that such veteran meets all other requirements of this section. In no case shall the taxable assessed value of the property of a qualifying veteran be reduced below zero. Nothing contained herein shall be construed to require or authorize the discontinuance of any exemption granted pursuant to subdivision three of section four hundred fifty-eight of the New York State Real Property Tax Law.

Section 2: This Local Law shall take effect immediately and shall apply to all applications for exemptions on assessment rolls that are based on taxable status dates occurring on and after October 1, 2026.

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: BCR5F ☐ **NO FISCAL IMPACT PROJECTED**

SECTION A - CAPITAL BUDGET IMPACT

To be completed by Budget

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

Source of County Funds (check one)**:** [X] CURRENT APPROPRIATIONS

Various Projects - Construction funding Flood Mitigation Program [ ] CAPITAL BUDGET AMENDMENT

SECTION B - BONDING AUTHORIZATIONS

To be completed by Finance

Total Principal: $ 500,000 **PPU:** 10 **Anticipated Interest Rate:** 2.84%

Anticipated Annual Cost (Principal and Interest)**:** $ 58,166

Total Debt Service (Annual cost x Term)**:** $ 581,660

Finance Department: Interest rates from June 25, 2026 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: 5

Prepared by: William Fallon

Title: Director of Admin. Service

Department: Correction

Date: 06/25/2026

Approved By: Larry Soule Digitally signed by Larry Soule Date: 2026.06.25 15:47:04 -04'00'

Budget Director

Date:

Reference BCR5F

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 $500,000.00 to finance capital project BCR5F (3230) – Infrastructure Improvements ("BCR5F"). The Bond Act, which was prepared by the law firm of Harris Beach Murtha, will finance the construction of the replacement of grinder pumps which are original to the Correctional Complex facility and are failing on a weekly basis.

The Department of Correction ("Department") has advised that the current sewer grinder pumps must be replaced in order to ensure public health, maintain uninterrupted sanitation services, and prevent costly environmental violations. These pumps have reached the end of their useful life and mechanical wear can lead to frequent breakdowns and the risk of hazardous raw sewerage backups in all populated areas of the facility.

Following bonding authorization, the Department estimates that the construction phase will take six (6) months to complete and will begin after award and execution of the construction contracts.

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

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

Dated: JULY 27, 2026 White Plains, New York

Committee on

c/cmc/06.24.2026

Budget & Appropriations

Infrastructure & Housing

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: BCR5F ☐ **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: $ 500,000 **PPU:** 10 **Anticipated Interest Rate:** 2.84%

Anticipated Annual Cost (Principal and Interest): $ 58,166

Total Debt Service (Annual cost x Term): $ 581,660

Finance Department: Interest rates from June 25, 2026 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: 5

Prepared by: William Fallon

Title: Director of Admin. Service

Department: Correction

Date: 06/25/2026

Approved By: Larry Soule Digitally signed by Larry Soule Date: 2026.06.25 15:47:04 -04'00'

Budget Director

Date:

WESTCHESTER COUNTY

Memorandum
Department of Planning

TO: Carla Chaves, Senior Assistant County Attorney
Maximilian Zorn, Assistant County Attorney
Maria Baratta, Assistant County Attorney

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

DATE: June 18, 2026

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT BCR5F INFRASTRUCTURE IMPROVEMENTS (2026-2030)**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on 06/03/2026 (Unique ID: 3230)

With respect to the State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617, the Planning Department recommends that no environmental review is required for the proposed action, because the project or component of the project for which funding is requested may be classified as a **TYPE II action** pursuant to section(s):

- **617.5(c)(2):** replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building, energy, or fire codes unless such action meets or exceeds any of the thresholds in section 617.4 of this Part.

COMMENTS: None.

DSK/oav
cc: Emily Saltzman, Director of Operations
Paula Friedman, Assistant to the County Executive
Tami Altschiller, Assistant Chief Deputy County Attorney
Dianne Vanadia, Associate Budget Director
Robert Abbamont, Director of Operations, Department of Public Works & Transportation
Matthew Castro, Chief Planner
Claudia Maxwell, Principal Environmental Planner

REFERENCE BCR5F

ACT NO. -20__

BOND ACT AUTHORIZING THE ISSUANCE OF $500,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF IMPROVEMENTS TO THE CORRECTIONAL CENTER; STATING THE ESTIMATED MAXIMUM COST THEREOF IS $500,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $500,000 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, $500,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the cost of improvements to the Correctional Center, including replacement of grinder pumps; 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 $500,000. The plan of financing includes the issuance of $500,000 bonds herein authorized, and any bond anticipation notes issued in anticipation of the sale of such bonds, and the levy of a tax to pay the principal of and interest on said bonds.

Section 2. The period of probable usefulness applicable to the specific object or purpose for which bonds authorized by this resolution is to be issued within the limitations of Section 11.00 a. 13 of the Law, is ten (10) years.

Section 3. Current funds are not required to be provided as a down payment pursuant to Section 107.00 d. 9. of the Law prior to issuance of the bonds authorized herein, or any bond anticipation notes issued in anticipation of the sale of such bonds. The County intends to finance, on an interim basis, the costs or a portion of the costs of said improvements for which bonds are herein authorized, which costs are reasonably expected to be reimbursed with the proceeds of debt to be incurred by the County, pursuant to this Act, in the maximum amount of $500,000. 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.

* * *

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 $500,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF IMPROVEMENTS TO THE CORRECTIONAL CENTER, STATING THE ESTIMATED MAXIMUM COST THEREOF IS $500,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $500,000 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: improvements to the Correctional Center, including replacement of grinder pumps; 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: $500,000; ten (10) years

Dated: _____, 20__
White Plains, New York

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

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: B0129 ☐ **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

Various Projects - Construction funding Flood Mitigation Program ☐ CAPITAL BUDGET AMENDMENT

SECTION B - BONDING AUTHORIZATIONS

To be completed by Finance

Total Principal: $ 2,525,000 **PPU:** 5 **Anticipated Interest Rate:** 2.63%

Anticipated Annual Cost (Principal and Interest)**:** $ 545,376

Total Debt Service (Annual cost x Term)**:** $ 2,726,880

Finance Department: Interest rates from June 22, 2026 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: 27

Prepared by: Robert Abbamont

Title: Director of Operations (Capital)

Department: Public Works/Transportation

Date: 06/22/2026

Approved By: Larry Soule Digitally signed by Larry Soule Date: 2026.06.30 11:34:40 -04'00'

Budget Director

Date:

Reference B0129 (Unique ID# 3245)

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 (the "County") of a bond act (the "Bond Act") in the amount of $2,525,000 to finance capital project B0129 – County-Wide Building Management System Upgrade ("B0129"). The Bond Act, which was prepared by the law firm Harris Beach Murtha, will finance design costs associated with the upgrade of the existing Building Management System (BMS) that controls the heating, ventilation, and air conditioning equipment in facilities used by Westchester County Departments of Public Works & Transportation, Environmental Facilities, and Parks and Recreation. The existing BMS will be upgraded from the Andover Control BMS Continuum Platform to the latest EcoStruxure Building Operation (EBO) Platform. The work will remove the existing control boards and install the new EBO system hardware and software for the Countywide BMS. All associated architectural and electrical work required for the migration process and the required testing and commissioning is included in the project.

Your Committee is advised by the Department of Public Works & Transportation ("Department") that the existing building management system is outdated and is no longer supported by the manufacturer. The system is necessary for the management and operation of the existing heating, ventilation and air conditioning equipment in County facilities.

Following bonding authorization, design will be scheduled and is anticipated to take nine (9) months to complete. It is anticipated that the design work will be completed using outside

consultants. It is estimated that construction will take twelve (12) months to complete and will begin after award and execution of the construction contracts.

The Department of Planning has advised your Committee that based on its review, design of capital project B0129 may be classified as a Type "II" action pursuant to the State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617 ("SEQR"). Therefore, no environmental review is required. Your Committee has reviewed the annexed SEQR documentation, and concurs with this recommendation.

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

Dated: JULY 27, 2026.

White Plains, New York

Budget & Appropriations

Infrastructure & Housing

COMMITTEE ON

c/mb/06.22.26

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: B0129 ☐ **NO FISCAL IMPACT PROJECTED**

SECTION A - CAPITAL BUDGET IMPACT

To be completed by Budget

☒ GENERAL FUND ☐ AIRPORT FUND ☐ SPECIAL DISTRICTS FUND

Source of County Funds (check one): ☒ CURRENT APPROPRIATIONS ☐ CAPITAL BUDGET AMENDMENT

SECTION B - BONDING AUTHORIZATIONS

To be completed by Finance

Total Principal: $ 2,525,000 **PPU:** 5 **Anticipated Interest Rate:** 2.63%

Anticipated Annual Cost (Principal and Interest): $ 545,376

Total Debt Service (Annual cost x Term): $ 2,726,880

Finance Department: Interest rates from June 22, 2026 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: 27

Prepared by: Robert Abbamont

Title: Director of Operations (Capital)

Department: Public Works/Transportation

Date: 06/22/2026

Approved By: Larry Soule Digitally signed by Larry Soule Date: 2026.06.30 11:34:40 -04'00'

Budget Director

Date:

WESTCHESTER COUNTY

Memorandum
Department of Planning

TO: Carla Chaves, Senior Assistant County Attorney
Maximilian Zorn, Assistant County Attorney
Maria Baratta, Assistant County Attorney

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

DATE: June 18, 2026

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT B0129 COUNTY-WIDE BUILDING MANAGEMENT SYSTEM UPGRADE**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on 06/12/2026 (Unique ID: 3245)

With respect to the State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617, the Planning Department recommends that no environmental review is required for the proposed action, because the project or component of the project for which funding is requested may be classified as a **TYPE II action** pursuant to section(s):

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

COMMENTS: The current request is for design only.

DSK/oav
cc: Emily Saltzman, Director of Operations
Paula Friedman, Assistant to the County Executive
Tami Altschiller, Assistant Chief Deputy County Attorney
Dianne Vanadia, Associate Budget Director
Robert Abbamont, Director of Operations, Department of Public Works & Transportation
Matthew Castro, Chief Planner
Claudia Maxwell, Principal Environmental Planner

REFERENCE B0129

ACT NO. -20__

BOND ACT AUTHORIZING THE ISSUANCE OF $2,525,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE PLANNING FOR COUNTY-WIDE BUILDING MANAGEMENT SYSTEM UPGRADES; STATING THE ESTIMATED MAXIMUM COST THEREOF IS $2,525,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $2,525,000 BONDS HEREIN AUTHORIZED TO FINANCE SUCH COST; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted , 20___)

BE IT ENACTED BY THE COUNTY BOARD OF LEGISLATORS OF THE COUNTY OF WESTCHESTER, 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, $2,525,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the cost of the planning for upgrades of the existing County-wide Building Management System (BMS), including removal of the existing controls boards, install the new EBO system hardware and software for the County-

wide BMS, associated architectural and electrical work required for the migration process and the required testing and commissioning and all related work; all as set forth in the County's current year Capital Budget, as amended. To the extent that the details set forth in this act are inconsistent with any details set forth in the current year Capital Budget of the County, such Budget shall be deemed and is hereby amended. The estimated maximum cost of said objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof is $2,525,000. The plan of financing includes the issuance of $2,525,000 bonds herein authorized, and any bond anticipation notes issued in anticipation of the sale of such bonds, and the levy of a tax to pay the principal of and interest on said bonds.

Section 2. The period of probable usefulness applicable to the 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(2^{nd}) of the Law, is five (5) years.

Section 3. Current funds are not required to be provided as a down payment pursuant to Section 107.00 d. 9. of the Law prior to issuance of the bonds authorized herein, or any bond anticipation notes issued in anticipation of the sale of such bonds. The County intends to finance, on an interim basis, the costs or a portion of the costs of said improvements for which bonds are herein authorized, which costs are reasonably expected to be reimbursed with the proceeds of debt to be incurred by the County, pursuant to this Act, in the maximum amount of $2,525,000. This Act is a declaration of official intent adopted pursuant to the requirements of Treasury Regulation Section 1.150-2.

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

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

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

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

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

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

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

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

* * *

LEGAL NOTICE

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

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

ACT NO. _____-20__

BOND ACT AUTHORIZING THE ISSUANCE OF $2,525,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE PLANNING FOR COUNTY-WIDE BUILDING MANAGEMENT SYSTEM UPGRADES; STATING THE ESTIMATED MAXIMUM COST THEREOF IS $2,525,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $2,525,000 BONDS HEREIN AUTHORIZED TO FINANCE SUCH COST; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted , 20___)

object or purpose: planning for County-wide Building Management System (BMS), including removal of the existing controls boards, install the new EBO system hardware and software for the County-wide BMS, associated architectural and electrical work required for the migration process and the required testing and commissioning and all related work; all as set forth in the County's current year Capital Budget, as amended.

amount of obligations to be issued:
and period of probable usefulness: $2,525,000; five (5) years

Dated: _____, 20__
White Plains, New York

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

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: BCR64 ☐ **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

Various Projects - Construction funding Flood Mitigation Program ☐ CAPITAL BUDGET AMENDMENT

SECTION B - BONDING AUTHORIZATIONS

To be completed by Finance

Total Principal: $ 9,625,000 **PPU:** 10 **Anticipated Interest Rate:** 2.91%

Anticipated Annual Cost (Principal and Interest)**:** $ 1,124,091

Total Debt Service (Annual cost x Term)**:** $ 11,240,910

Finance Department: Interest rates from June 22, 2026 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: 105

Prepared by: William Fallon

Title: Director of Admin. Services

Department: Correction

Date: 06/23/2026

Approved By: Larry Soule Digitally signed by Larry Soule Date: 2026.06.25 11:46:26 -04'00'

Budget Director

Date:

HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER, NEW YORK

Your Committee is in receipt of a transmittal from the County Executive recommending approval by the County of Westchester ("County") of an amended bond act ("Amended Bond Act") in the total amount of $9,625,000.00, which includes $1,665,000 in previously authorized bonds of the County, to finance capital project BCR64 (3232) – Correctional Facility Replace Fire Alarm System ("BCR64").

The Amended Bond Act, which was prepared by the law firm Harris Beach Murtha, will finance the construction associated with the replacement of the Correctional Facility Fire Alarm System throughout the entire facility complex.

The Department of Correction ("Department") has advised that that the existing fire alarm system has reached the end of its useful life and is in need of replacement through the Correctional facility complex. The new system will replace existing devices and use existing wiring with a fiber network between panels connected to a Fireworks graphic work station. It would also include the installation of a Vesda/Xtralis Vea system for Blocks 1-3. The entire fire alarm system for the correctional facility has reached its end of life and can no longer be repaired as software and parts are no longer available.

Your Committee is advised that design has been completed by in house staff. Following bonding authorization, the Department estimates that the construction will take twelve (12) months to complete and will begin after award and execution of the construction contracts.

Your Committee notes that your Honorable Board has authorized the County to issue bonds for BCR64 as follows: Bond Act No. 96 - 2024 in the amount of $665,000 which financed the cost of design for the replacement of the existing fire alarm system at the Westchester County Jail in Valhalla, as amended by Bond Act 114 – 2025 to increase the initial amount authorized under Bond

Act No. 96 – 2024 by $1,000,000, to a new total amount of $1,665,000 to expand the scope of the project to include construction services, and to increase the period of probable usefulness of said bonds. A portion of bonds authorized under Bond Act No. 96 – 2024 have been issued. Authority is now requested to amend Bond Act No. 114 – 2025 to increase the amount authorized thereunder by $7,960,000, to a new total amount of $9,625,000, to include additional construction services.

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

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

Dated: JULY 27, 2026
White Plains, New York

c/cmc/06.24.2026

COMMITTEE ON

Budget & Appropriations

Infrastructure & Housing

Public Safety & Veterans

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: BCR64 ☐ **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: $ 9,625,000 **PPU:** 10 **Anticipated Interest Rate:** 2.91%

Anticipated Annual Cost (Principal and Interest): $ 1,124,091

Total Debt Service (Annual cost x Term): $ 11,240,910

Finance Department: Interest rates from June 22, 2026 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: 105

Prepared by: William Fallon

Title: Director of Admin. Services

Department: Correction

Date: 06/23/2026

Approved By: Larry Soule Digitally signed by Larry Soule Date: 2026.06.25 11:46:26 -04'00'

Budget Director

Date:

WESTCHESTER COUNTY

Memorandum
Department of Planning

TO: Carla Chaves, Senior Assistant County Attorney
Maximilian Zorn, Assistant County Attorney
Maria Baratta, Assistant County Attorney

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

DATE: June 18, 2026

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT BCR64 CORRECTIONAL FACILITY REPLACE FIRE ALARM SYSTEM**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on 06/03/2026 (Unique ID: 3232)

With respect to the State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617, the Planning Department recommends that no environmental review is required for the proposed action, because the project or component of the project for which funding is requested may be classified as a **TYPE II action** pursuant to section(s):

- **617.5(c)(2):** replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building, energy, or fire codes unless such action meets or exceeds any of the thresholds in section 617.4 of this Part.

COMMENTS: None.

DSK/oav
cc: Emily Saltzman, Director of Operations
Paula Friedman, Assistant to the County Executive
Tami Altschiller, Assistant Chief Deputy County Attorney
Dianne Vanadia, Associate Budget Director
Robert Abbamont, Director of Operations, Department of Public Works & Transportation
Matthew Castro, Chief Planner
Claudia Maxwell, Principal Environmental Planner

REFERENCE BCR64

ACT NO. -20___

BOND ACT OF THE COUNTY OF WESTCHESTER, NEW YORK, AMENDING AND RESTATING THE BOND ACT ADOPTED JUNE 2, 2025 IN RELATION TO FINANCING THE COST FOR THE CONSTRUCTION OF THE REPLACEMENT OF THE FIRE ALARM SYSTEM AT THE CORRECTIONAL FACILITY; AT THE TOTAL ESTIMATED COST OF $9,625,000. (Adopted , 20___).

WHEREAS, this Board of Legislators (the "Board") has heretofore duly authorized the issuance of bonds to finance the costs for the construction of the replacement of the fire alarm system at the Correctional Facility at the estimated maximum cost of $1,665,000 (the "Original Project"), pursuant to Act No. 114-2025, duly adopted on June 2, 2025 (the "Prior Act"), and it has now been determined that (i) the costs for the construction of the replacement of the fire alarm system at the Correctional Facility in the amount of $7,960,000 shall be added to the costs of the Original Project (collectively, the "Project") and (ii) the maximum cost of the Project shall now total $9,625,000, and the Prior Act shall be amended and restated as set forth herein; and

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

Section (A). The bond act duly adopted by this Board on June 2, 2025, entitled:

"(BOND) ACT NO. 114-2025

BOND ACT AUTHORIZING THE ISSUANCE OF $1,665,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF CONSTRUCTION OF THE REPLACEMENT OF THE FIRE ALARM SYSTEM AT THE CORRECTIONAL FACILITY; STATING THE ESTIMATED MAXIMUM COST THEREOF IS $1,665,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $1,665,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS."

is hereby amended and restated to read as follows:

BOND ACT OF THE COUNTY OF WESTCHESTER, NEW YORK, AMENDING AND RESTATING THE BOND ACT ADOPTED JUNE 2, 2025 IN RELATION TO FINANCING THE COST FOR THE CONSTRUCTION OF THE REPLACEMENT OF THE FIRE ALARM SYSTEM AT THE CORRECTIONAL FACILITY; AT THE TOTAL ESTIMATED COST OF $9,625,000. (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, $9,625,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the cost for construction of the replacement of the fire alarm system at the Correctional Facility; all as set forth in the County's current year Capital Budget, as amended. To the extent that the details set forth in this act are inconsistent with any details set forth in the current year Capital Budget of the County, such Budget shall be deemed and is hereby amended. The estimated maximum cost of said objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof, is $9,625,000. The plan of financing includes the issuance of $9,625,000 bonds herein authorized, and any bond anticipation notes issued in anticipation of the sale of such bonds, and the levy of a tax to pay the principal of and interest on said bonds.

Section 2. The period of probable usefulness applicable to the specific object or purpose for which the bonds authorized by this resolution is to be issued, within the limitations of Section 11.00 a. 56 of the Law, is ten (10) years.

Section 3. Current funds are not required to be provided as a down payment pursuant to Section 107.00 d. 9. of the Law prior to issuance of the bonds authorized herein, or any bond anticipation notes issued in anticipation of the sale of such bonds. The County intends to finance, on an interim basis, the costs or a portion of the costs of said improvements for which bonds are herein authorized, which costs are reasonably expected to be reimbursed with the proceeds of debt to be incurred by the County, pursuant to this Act, in the maximum amount of $9,625,000. This Act is a declaration of official intent adopted pursuant to the requirements of Treasury Regulation Section 1.150-2.

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

delegated to the Commissioner of Finance of the County, as the chief fiscal officer of the County.

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

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

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

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

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

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

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

Section (B). The amendment and restatement of the bond act set forth in Section (A) of this act shall in no way affect the validity of the liabilities incurred, obligations issued, or action taken pursuant to said bond act, and all such liabilities incurred, obligations issued, or action taken shall be deemed to have been incurred, issued or taken pursuant to said bond act, as so amended.

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

* * *

LEGAL NOTICE

An amended and restated Bond Act, a summary of which is published herewith, has been adopted by the Board of Legislators on June 2, 2025 and amended on _____, 20___ and approved, as amended, by the County Executive on _____, 20___ and the validity of the obligations authorized by such Bond Act may be hereafter contested only if such obligations were authorized for an object or purpose for which the County of Westchester, in the State of New York, is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this Notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the publication of this Notice, or such obligations were authorized in violation of the provisions of the Constitution.

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

ACT NO. _____-20___

BOND ACT OF THE COUNTY OF WESTCHESTER, NEW YORK, AMENDING AND RESTATING THE BOND ACT ADOPTED JUNE 2, 2025 IN RELATION TO FINANCING THE COST FOR THE CONSTRUCTION OF THE REPLACEMENT OF THE FIRE ALARM SYSTEM AT THE CORRECTIONAL FACILITY; AT THE TOTAL ESTIMATED COST OF $9,625,000. (Adopted , 20___).

object or purpose: to finance the cost for construction of the replacement of the fire alarm system at the Correctional Facility; all as set forth in the County's 20___ Capital Budget, as amended

amount of obligations to be issued:
and period of probable usefulness: $9,625,000; ten (10) years

Dated: _____, 20___
White Plains, New York

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

TO THE COUNTY BOARD OF LEGISLATORS

COUNTY OF WESTCHESTER

Your Committee has been advised that pursuant to sections 500-c and 500-d of the New York State Correction Law, the County of Westchester ("County") is required at its own expense to transport prisoners between local municipalities and the Westchester County Jail located at Valhalla, New York.

Your Committee is in receipt of a communication from the County Executive, recommending approval of an Act, which, if adopted, would authorize the County to enter into an intermunicipal agreement ("IMA") with the City of Peekskill ("Peekskill") for the term commencing retroactively on January 1, 2026 and expiring December 31, 2027 in order to reimburse Peekskill an amount not to exceed $110,000.00 in 2026 and an amount not to exceed $80,000.00 in 2027, for a total not to exceed amount of $190,000.00. This IMA will allow the County to reimburse Peekskill for the costs incurred by Peekskill to transport prisoners who have been arraigned to and from Peekskill City Court ("Court") and the Westchester County Jail ("Jail").

Your Committee has been further advised that for the period from January 1, 2026 through May 17, 2026, Peekskill shall provide round trip transportation for all prisoners remanded to Jail by court order or required to appear before the Court and that the County shall reimburse the Municipality for (i) round trip prisoner transportation services as defined in Article One of the IMA, at an hourly rate as agreed upon, and for up to a maximum of four (4) hours per officer, per round trip (ii) vehicle mileage (iii) and for actual and reasonable costs incurred for meals provided to post-arrangement prisoners. Thereafter, for the period from May 18, 2026 through December 31, 2027, the County and the Peekskill have agreed that prisoner

transportation for all prisoners remanded to the Jail by court order, shall be provided and managed collaboratively between the County and the Peekskill, and that the County will reimburse Peekskill for (i) round trip prisoner transportation services as defined in Article Two of the IMA, at an hourly rate as agreed upon, and for up to a maximum of two and a half (2.5) hours per officer, per round trip, and (ii) vehicle mileage.

Your Committee has been further advised that the County will reimburse Peekskill for prisoner transportation at the following rates: (a) from the period January 1, 2026 through May 17, 2026: $95 per hour, per police officer, maximum up to four (4) hours per Round Trip; (b) from the period from May 18, 2026 through December 31, 2026: $95 per hour, per police officer, maximum up to two and a half (2.5) hours per Round Trip; (c) from the period from January 1, 2026 through December 31, 2027: $96.90 per hour, per police officer, maximum up to two and a half hours per Round Trip. Peekskill shall also be reimbursed for vehicle usage at the rate of seventy-two point five cents ($.725) per mile, or at the then current Internal Revenue Service mileage rate, between the Court or Headquarters and Jail which is deemed twenty (20) miles each way.

The Department of Planning has advised that the proposed IMA does not meet the definition of an "action" under the State Environmental Quality Review Act ("SEQRA"), and its implementing regulations, 6 NYCRR, Part 617. Please refer to the memorandum from the Department of Planning dated January 9, 2026, which is on file with the Clerk of the Board of Legislators. Therefore, no environmental review is required. Your Committee concurs with this recommendation.

Your Committee has been advised that a majority of the voting strength of the Board of Legislators is required in order to adopt the attached Act.

After review and careful consideration, your Committee recommends favorable action upon the proposed Act.

Dated: July, 27 , 2026

White Plains, New York

COMMITTEE ON

C/MB/6.10.26

Budget & Appropriations

Public Safety & Veterans

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

SUBJECT: Pris. Transport Peekskill 2026-2027 **NO FISCAL IMPACT PROJECTED**

OPERATING BUDGET IMPACT

SECTION A - FUND

X GENERAL FUND AIRPORT FUND SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense 110,000

Total Current Year Revenue

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

Additional Appropriations Other (explain)

Identify Accounts:

Potential Related Operating Budget Expenses: Annual Amount

Describe: 2026- $110,000 (to reimburse Peekskill for transporting prisoners).

Potential Related Operating Budget Revenues: Annual Amount

Describe:

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

Current Year: 2026 - $110,000

Next Four Years: 2027 - $80,000

Prepared by: William Fallon

Title: Director of Administrative Services

Department: Correction

Date: 06/10/2026

Approved by: Lawrence Soule Digitally signed by Lawrence Soule Date: 2026.07.08 16:07:25 -04'00'

Budget Director

Date:

ACT NO. 2026- ____

AN ACT authorizing the County of Westchester to enter into an Intermunicipal Agreement with the City of Peekskill in order to provide reimbursement for prisoner transportation to the Westchester County Jail within the period from January 1, 2026 through December 31, 2027, for a total amount not to exceed $190,000.00.

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

Section 1. The County of Westchester (the "County") be and hereby is authorized to enter into an intermunicipal agreement ("IMA") with the City of Peekskill ("Peekskill") for the term commencing retroactively on January 1, 2026 and expiring December 31, 2027 in order to reimburse Peekskill an amount not to exceed $110,000.00 in 2026 and an amount not to exceed $80,000.00 in 2027, for a total not to exceed amount of $190,000.00. This IMA will allow the County to reimburse Peekskill for the costs incurred by Peekskill to transport prisoners who have been arraigned to and from Peekskill City Court ("Court") and the Westchester County Jail ("Jail").

§2. The County will reimburse Peekskill for prisoner transportation at the following rates: (a) from the period January 1, 2026 through May 17, 2026: $95 per hour, per police officer, maximum up to four (4) hours per Round Trip; (b) from the period from May 18, 2026 through December 31, 2026: $95 per hour, per police officer, maximum up to two and a half (2.5) hours per Round Trip; (c) from the period from January 1, 2026 through December 31, 2027: $96.90 per hour, per police officer, maximum up to two and a half hours per Round Trip. Peekskill shall also be reimbursed for vehicle usage at the rate of seventy-two point five cents ($.725) per mile, or at the then current Internal Revenue Service mileage rate, between the Court or Headquarters and Jail, which is deemed twenty (20) miles each way.

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

§4. This Act shall take effect immediately.

PRISONER TRANSPORTATION--PEEKSKILL

THIS AGREEMENT, made this _____ day of _____, 2026 by and between:

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

(hereinafter referred to as the "County")

and

THE CITY OF PEEKSKILL, a municipality of the State of New York having its office and place of business at 840 Main Street, Peekskill, New York 10566

(hereinafter referred to as the "Municipality")

RECITALS

WHEREAS, pursuant to Sections 500-c and 500-d of the Corrections law prisoners are required to be transported between local municipalities and the Westchester County Jail in Valhalla, New York (the "Jail"); and

WHEREAS, the County and the Municipality agree to cooperate in providing such prisoner transportation to and from the Peekskill City Court (the "Court"); and

WHEREAS, the County and the Municipality have agreed that from January 1, 2026 through May 17, 2026, it is acknowledged that the Municipality provided round trip transportation for all prisoners remanded to the Jail by court order or required to appear before the Court within the Municipality and that the County shall reimburse the Municipality for (i) round trip prisoner transportation services as defined in Article One below, at an hourly rate as agreed upon, and for up to a maximum of four (4) hours per officer, per round trip (ii) vehicle mileage (iii) and for actual and reasonable costs incurred for meals provided to post-arrangement prisoners, as agreed upon herein; and

WHEREAS, for the period from May 18, 2026 through December 31, 2027, the County and the Municipality agree that prisoner transportation for all prisoners remanded to the Jail by court order, shall be provided and managed collaboratively between the County and the Municipality, and that the County will reimburse the Municipality for (i) round trip prisoner transportation services as defined in Article Two below, at an hourly rate as agreed upon, and for up to a maximum of two and a half (2.5) hours per officer, per round trip, and (ii) vehicle mileage pursuant to the procedures set forth below.

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

ARTICLE ONE

PRISONER TRANSPORTATION SERVICES DURING THE PERIOD OF JANUARY 1, 2026 THROUGH MAY 17, 2026

Section 1.1 PRISONER TRANSPORTATION:

From the period of January 1, 2026 through May 17, 2026, except for prisoners arrested by Westchester County Department of Public Safety Services, it is hereby recognized and agreed that the Municipality provided round trip prisoner transportation using its own police department personnel and vehicles between the Municipality and the Westchester County Department of Correction ("Department") for all prisoners remanded to the Jail by court order or required to appear before the Peekskill City Court within the Municipality. The County will reimburse the Municipality for the actual number of round trips between the Court and the Jail during this period.

Section 1.2 DEFINITION OF ROUND TRIP UNDER ARTICLE ONE:

"Round Trip" is defined as:

For transportation to the Jail subsequent to arrest - 1 Round Trip;

For transportation from the Jail to the Court; no return - 1 Round Trip; and
For transportation from the Jail to the Court; and remand to the Jail - 2 Round Trips

Section 1.3. PAYMENT TERMS UNDER ARTICLE ONE :

The Municipality shall be reimbursed by the County for prisoner transportation services conducted during the period of January 1, 2026 through May 17, 2026 at the hourly rate indicated in Schedule "**A**" which is attached hereto made a part hereof and up to a maximum of four (4) hours per officer per round trip.

The Municipality shall also be reimbursed for vehicle usage at the rate of seventy-two point five cents ($.725) per mile, or at the then current Internal Revenue Service mileage rate, between Peekskill City Court and the Westchester County Jail which is deemed to be twenty (20) miles each way.

The County shall also reimburse the Municipality for all meals provided to post-arraignment prisoners for the actual and reasonable costs incurred and receipts submitted as part of the Municipality's monthly invoices submitted to the Department.

Payment under this Agreement for services rendered pursuant to Article One shall be made after submission by the Municipality of a monthly invoice, which invoice shall be uniquely numbered, and paid only after approval of the invoice by the Commissioner.

Each invoice submitted to the Department of Correction, shall include the following information: (i) month, each service date (ii) number of Round Trips made per each date and the rate for such Round Trip as set forth in Section 1.3 above, each Round Trip must identify the number of prisoners transported, and the number of police officers utilized (iii) number of miles and mileage rate, (iv) number of meals provided to prisoners during each Round Trip and the cost for such meals, (v) supporting documentation such as a chart including line item descriptions of each expense. Reimbursement request shall be subject to audit by the County, and the Municipality shall keep and make available to the County such detailed books and records as are reasonably necessary to substantiate the basis for reimbursement. The Municipality shall not

be entitled to reimbursement for any prisoner transportation expense not specifically provided for herein.

ARTICLE TWO

PRISONER TRANSPORTATION SERVICES FOR THE PERIOD OF MAY 18, 2026 THROUGH DECEMBER 31, 2027

Section 2.1 PRISONER TRANSPORTATION:

The Department shall provide transportation for all prisoners in their custody who are required to appear before Peekskill City Court by court order within the Municipality.

a. Municipality shall allow Department staff and prisoners to safely access the two dry cells outside of the courtroom area of the Court through the Municipality's lockup located in the City of Peekskill Police Department headquarters ("Headquarters").
b. Municipality must provide appropriate and secure accommodations to restroom facilities located in the Headquarters for any prisoner requesting to use restroom facilities.
c. County, pursuant to New York state requirement of "30-Minute Checks" through the Department's staff, will maintain constant observation of Department prisoners at all times when they are not in the courtroom at the Court or under the supervision of New York State Court Officers.

The Department shall manage all new admission remands prisoner transportation services pursuant to the following procedures.

When Department's transportation staff is not present at the Court:

After Municipality receives a newly remanded prisoner from the Court, Municipality shall notify the County by notifying the Department's Booking Supervisor and request the Department's ability to conduct a pickup of the prisoner to transport to the Jail.

The County, by and through its Department's Booking Supervisor, shall notify the Municipality if the Department is able to respond to the Municipality's request to

transport the prisoner to the Jail. If the Department is able to respond, the Department shall notify the Municipality of the Department's ability to conduct a pickup of the prisoner at the Court or being held at the Headquarters. The Municipality and the Department shall collaborate and work diligently to facilitate any prisoner transportation pickup.

If the Department advises that it is able to respond for pickup, the Department shall make reasonable efforts to assume custody of the prisoner within two (2) hours of notification by the Municipality. If the Department is unable to respond within the two (2) hour time period, the Municipality shall proceed with the prisoner transport pursuant to Section 2.3., using its own police department personnel and vehicles. Reimbursement will be limited to round-trip transport from the Court or Headquarters to the Jail, as detailed in Section 2.3 below. In the event that the Municipality proceeds with the prisoner transport pursuant to this provision, it shall notify the Department's Booking Supervisor at the soonest time possible.

Section 2.2 DEFINITION OF ROUND TRIP UNDER ARTICLE TWO:

"Round Trip" is defined as:

For transportation to the Jail from the Court or the Headquarters subsequent to arrest - 1 Round Trip.

Section 2.3. PAYMENT TERMS UNDER ARTICLE TWO:

If the Department is unable to respond to a prisoner transportation pickup request, the Municipality shall provide transport for prisoners remanded to the Department's custody using its own police department personnel and vehicles pursuant to the reimbursement terms set forth in this Section 2.3. Reimbursement will be limited to round-trip transport from the Court or Headquarters to the Jail.

The Municipality shall be reimbursed by the County for prisoner transportation services conducted after May 17, 2026, through December 31, 2027, at the hourly rate indicated in Schedule "**A**" which is attached hereto made a part hereof and up to a maximum of two and a half (2.5) hours per officer per Round Trip.

The Municipality shall also be reimbursed for vehicle usage at the rate of seventy-two point five cents ($.725) per mile, or at the then current Internal Revenue Service mileage rate, between the Court or Headquarters and Jail which is deemed for the purposes of this Section to be twenty (20) miles each way.

Each invoice submitted by the Municipality to the Department, shall include the following information: (i) month, each service date (ii) number of Round Trips made per each date and the rate for such Round Trip as set forth in Section 2.3 above, each Round Trip must identify the number of prisoners transported and the number of police officers utilized, (iii) number of miles and mileage rate, (iv) supporting documentation such as a chart including line item descriptions of each expense. Reimbursement requests shall be subject to audit by the County, and the Municipality shall keep and make available to the County such detailed books and records as are reasonably necessary to substantiate the basis for reimbursement. The Municipality shall not be entitled to reimbursement for any prisoner transportation expense not specifically provided for herein.

ARTICLE THREE
MISCELLANEOUS

Section 3.1 TERM: This Agreement shall commence retroactively on January 1, 2026 and shall expire on December 31, 2027. The County or the Municipality may, upon thirty (30) days written notice to the other party, terminate this Agreement in whole or in part when it deems it to be in its best interest. In such event, the Municipality shall be compensated and the County shall be liable only for payment for services rendered prior to the effective date of termination.

Section 3.2 AGGREGATE AMOUNT AND SUBJECT TO APPROPRIATIONS:

The annual aggregate cost to the County under this Agreement in 2026 shall not exceed $110,000.00, and in 2027 shall not exceed $80,000.00, for a total aggregate cost to the County pursuant to this Agreement, which shall not exceed $190,000.00. . The County agrees that if the not to exceed amounts for either or both 2026 or 2027 are expected to be

exceeded, it will make reasonable efforts to seek approval from the Board of Legislators to increase such amount to cover the remainder of the applicable year for which the increase is sought. If the not-to-exceed amount set forth herein is reached and the County declines to authorize additional funding, the City's obligation to perform transports under this Agreement shall cease.

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

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

Section 3.3 ENTIRE AGREEMENT:

This Agreement constitutes the entire and integrated agreement between and among the parties hereto and supersedes any and all prior negotiations, agreements and conditions, whether written or oral. Any modification or amendment to this Agreement shall be void unless it is in writing and subscribed by the party to be charged.

Section 3.4 APPLICABLE LAW:

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

Section 3.5 APPROVALS:

This Agreement is subject to the approval of the Westchester County Board of Legislators and the governing legislative body of the Municipality.

IN WITNESS WHEREOF, the County and the Municipality have executed this Agreement on the _____ day of _____, 2026.

THE COUNTY OF WESTCHESTER

By:_____
Joseph Spano
Commissioner of Correction

THE CITY OF PEEKSKILL

By:_____
Matthew Alexander
City Manager

Approved by the Westchester County Board of Legislators by Act Number _____ on the day of _____, 2026.

Approved by the City Council of the City of Peekskill on the _____ day of _____, 2026.

Approved
:

_____
Assistant County Attorney
The County of Westchester
K/BARA/DCR/Peekskill IMA 2026-75

Approved as to form and
manner of execution:

_____
City of Peekskill City Attorney

MUNICIPALITY'S ACKNOWLEDGEMENT

STATE OF NEW YORK)

) ss.:

COUNTY OF WESTCHESTER)

On this _____ day of _____, 2026, before me personally came

_____, to me known, and known to me to be the

_____ of _____,

the municipal corporation described in and which executed the within instrument, who being by me duly sworn did depose and say that he, the said _____ resides at

_____

and that he is _____ of said municipal corporation.

_____

Notary Public County

CERTIFICATE OF AUTHORITY
(Municipality)

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

certify that I am the _____ of the
(Title)

_____
(Name of Municipality)

(the "Municipality") a corporation duly organized in good standing under the

_____
(Law under which organized, e.g., the New York Village Law, Town Law, General Municipal Law)

named in the foregoing agreement that _____
(Person executing agreement)
who signed said agreement on behalf of the Municipality was, at the time of execution

_____ of the Municipality, that said
(Title of such person),

agreement was duly signed for on behalf of said Municipality by authority of its thereunto

_____
(Town Board, Village Board, City Council)

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

_____
(Signature)

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

On this _____ day of _____, 2026, before me personally came _____
_____ whose signature appears above, to me known, and know to be the
_____ of _____,
(title)
the municipal corporation described in and which executed the above certificate, who being by me duly sworn did depose and say that he, the said _____
resides at _____, and that he is
the _____ of said municipal corporation.
(title)

_____
Notary Public County

DRAFT

SCHEDULE "A"

PEEKSKILL REIMBURSEMENT RATES

January 1, 2026 through May 17, 2026:

$95 per hour, per police officer, maximum up to four (4) hours per Round Trip.

May 18, 2026 through December 31, 2026:

$95 per hour, per police officer, maximum up to two and a half (2.5) hours per Round Trip.

January 1, 2027 through December 31, 2027:

$96.90 per hour, per police officer, maximum up to two and a half hours per Round Trip.

TO THE COUNTY BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER

Your Committee has been advised that pursuant to sections 500-c and 500-d of the New York State Correction Law, the County of Westchester ("County") is required at its own expense to transport prisoners between local municipalities and the Westchester County Jail located at Valhalla, New York.

Your Committee is in receipt of a communication from the County Executive, recommending approval of an Act, which, if adopted, would authorize the County to enter into an intermunicipal agreement ("IMA") with the City of White Plains ("White Plains") ") in order to reimburse White Plains in an amount not to exceed $195,000 in 2026, and $200,257.00 in 2027, for a total amount not to exceed $395,257.00, for the term commencing retroactively on January 1, 2026 and expiring on December 31, 2027. This IMA will allow the County to reimburse White Plains for the costs incurred by White Plains to transport prisoners who have been arraigned to and from White Plains and the Westchester County Jail, located at Valhalla, New York.

Your Committee has been further advised that in 2026, reimbursement to White Plains for round trip prisoner transportation will be at the following all in rates: $283.00 per round trip with two police officers; $424.00 per round trip with three police officers; and $565.00 per round trip with four police officers. In 2027, reimbursement to White Plains for round trip prisoner transportation will be at the following all in rates: $293.00 per round trip with two police officers; $440.00 per round trip with three police officers; and $587.00 per round trip with four police officers. These round trip reimbursement rates are inclusive of all costs and expenses related to transportation of prisoners pursuant to the IMA, including costs incurred for meals provided to post-arraignment prisoners and round trip vehicle mileage during transportation of prisoners. White Plains may not seek any additional fees for transportation of

prisoners. White Plains and the County has agreed that the aforementioned rates are to cover all expenses related to prisoner transportation.

The Department of Planning has advised that the proposed IMA does not meet the definition of an "action" under the State Environmental Quality Review Act ("SEQRA"), and its implementing regulations, 6 NYCRR, Part 617. Please refer to the memorandum from the Department of Planning dated January 9, 2026, which is on file with the Clerk of the Board of Legislators. Therefore, no environmental review is required. Your Committee concurs with this recommendation.

Your Committee has been advised that a majority of the voting strength of the Board of Legislators is required in order to adopt the attached Act.

After review and careful consideration, your Committee recommends favorable action upon the proposed Act.

Dated: 7/23, 2026
White Plains, New York

COMMITTEE ON

Budget & Appropriations

Public Safety & Veterans

C/MB/5.14.26

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

SUBJECT: Transport White Plains 2026-2027 **NO FISCAL IMPACT PROJECTED**

OPERATING BUDGET IMPACT

SECTION A - FUND

X GENERAL FUND AIRPORT FUND SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense 195,000

Total Current Year Revenue

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

Additional Appropriations Other (explain)

Identify Accounts:

Potential Related Operating Budget Expenses: Annual Amount 195,000

Describe: 2026- $195,000 (to reimburse White Plains for transporting prisoners).

Potential Related Operating Budget Revenues: Annual Amount

Describe:

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

Current Year: 2026 - $195,000

Next Four Years: 2027 - $200,257

Prepared by: Jaevon Boxhill

Title: Senior Budget Analyst

Department: Budget

Date: 07/15/2026

Approved by: Lawrence Soule Digitally signed by Lawrence Soule Date: 2026.07.15 14:38:17

Budget Director

Date:

ACT NO. 2026- ____

AN ACT authorizing the County of Westchester to enter into an Intermunicipal Agreement with the City of White Plains in order to provide reimbursement for prisoner transportation to the Westchester County Jail within the period from January 1, 2026 through December 31, 2027, for a total amount not to exceed $395,257.00.

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

Section 1. The County of Westchester (the "County") be and hereby is authorized to enter into an Intermunicipal Agreement ("IMA") with the City of White Plains ("White Plains") in order to reimburse White Plains in an amount not to exceed $195,000 in 2026, and $200,257.00 in 2027, for a total amount not to exceed $395,257.00, for the term commencing retroactively on January 1, 2026 and expiring on December 31, 2027. This IMA will allow the County to reimburse White Plains for the costs incurred by White Plains to transport prisoners who have been arraigned to and from White Plains and the Westchester County Jail, located at Valhalla, New York.

§2. The County will reimburse White Plains as follows: in 2026, reimbursement to White Plains for round trip prisoner transportation will be at the following all in rates: $283.00 per round trip with two police officers; $424.00 per round trip with three police officers; and $565.00 per round trip with four police officers. In 2027, reimbursement to White Plains for round trip prisoner transportation will be at the following all in rates: $293.00 per round trip with two police officers; $440.00 per round trip with three police officers; and $587.00 per round trip with four police officers. These round trip reimbursement rates are inclusive of all costs and expenses related to transportation of prisoners pursuant to the IMA, including costs incurred for meals provided to post-arraignment prisoners and round trip vehicle mileage during transportation of prisoners. White Plains may not seek any additional fees for transportation of prisoners. White Plains and the County has agreed that the aforementioned rates are to cover all expenses related to prisoner transportation.

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

§4. This Act shall take effect immediately.

PRISONER TRANSPORTATION—WHITE PLAINS

THIS AGREEMENT, made this _____ day of _____, 2026

by and between:

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

(hereinafter referred to as the "County")

and

THE CITY OF WHITE PLAINS, a municipality of the State of New York having its office and place of business at 255 Main Street, White Plains, New York 10601 (hereinafter referred to as the "Municipality")

(each of the County and the Municipality may be referred to individually as a "Party" and together as the "Parties")

WHEREAS, pursuant to Sections 500-c and 500-d of the Corrections law prisoners are required to be transported between local municipalities and the Westchester County Jail in Valhalla, New York; and

WHEREAS, the County and the Municipality agree to cooperate in providing such prisoner transportation.

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

1. **PRISONER TRANSPORTATION:** Except for prisoners arrested by Westchester County Department of Public Safety Services, the Municipality shall provide round trip prisoner transportation using its own police department personnel and vehicles between the Municipality and the Westchester County Department of Correction ("Department") for all

prisoners remanded to the Westchester County Jail by court order or required to appear before the local court within the Municipality. The County will reimburse the Municipality for the actual number of round trips. The Municipality, where possible, shall hold prisoners for one daily trip to the Westchester County Jail.

2. **DEFINITION OF ROUND TRIP:**

"Round Trip" is defined as follows:

For Transportation to County Jail subsequent to arrest - 1 round trip;
For Transportation from County Jail to local court; no return - 1 round trip;
For Transportation from County Jail to local court; remand to County Jail, - 2 round trips;

3. **PAYMENT TERMS:** The Municipality shall be reimbursed by the County for Round Trip prisoner transportation services at the following rates:

2026 - $283.00 per round trip with two police officers; $424.00 per round trip with three police officers and $565.00 per round trip with four police officers; and

2027 - $293.00 per round trip with two police officers; $440.00 per round trip with three police officers and $587.00 per round trip with four police officers.

The Parties agree that the aforementioned reimbursement rates, have been mutually calculated and determined. These round trip reimbursement rates are inclusive of all costs and expenses related to the transportation of prisoners pursuant to this Agreement, including costs incurred for meals provided to post-arraignment prisoners and round trip vehicle mileage during transportation of prisoners. The Municipality may not seek any

additional fees for transportation of prisoners, these rates are intended to cover all expenses related to prisoner transportation.

The annual aggregate cost to the County under this Agreement in 2026 shall not exceed $195,000.00, and in 2027 shall not exceed $200,257.00, for a total aggregate not to exceed cost to the County pursuant to this Agreement, of $395,257.00.

Payment under this Agreement shall be made after submission by the Municipality of a monthly invoice, which shall be uniquely numbered, and paid only after approval of the invoice by the Commissioner.

Each invoice submitted to the Department of Correction shall include the following information: (i) month, each service date (ii) number of Round Trips made per each date and the rate for such Round Trips as set forth in Section 3 above and each Round Trip must identify the number of prisoners transported, (iv) supporting documentation such as a chart including line item descriptions of each expense. Reimbursement request shall be subject to audit by the County, and the Municipality shall keep and make available to the County such detailed books and records as are reasonably necessary to substantiate the basis for reimbursement. The Municipality shall not be entitled to reimbursement for any prisoner transportation expense not specifically provided for herein.

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

The Municipality, shall, at no additional charge, furnish all labor, services, materials, tools, equipment and other appliances necessary to complete round trip prisoner transportation, unless specific additional charges are expressly permitted under this Agreement. It is recognized and understood that even if specific additional charges are expressly permitted under this Agreement,

in no event shall total payment to the Municipality exceed the not-to-exceed amount set forth above.

4. **TERM:** This Agreement shall commence retroactively on January 1, 2026 and shall expire on December 31, 2027. The County or the Municipality may, upon thirty (30) days written notice to the other Party, terminate this Agreement in whole or in part when it deems it to be in its best interest. In such event, the Municipality shall be compensated and the County shall be liable only for payment for services rendered prior to the effective date of termination.

5. **INSURANCE AND INDEMNIFICATION:** All personnel and vehicles engaged in prisoner transportation duties shall at all times remain and be deemed the employees and property of the Municipality. In addition to, and not in limitation of the insurance provisions contained in Schedule "**A**" of this Agreement, the Municipality agrees to indemnify, defend and hold the County, its officers, employees and agents harmless from and against any and all liability, loss, damage or expense the County may suffer as a result of any and all claims, demands, causes of action or judgments arising directly or indirectly out of the transportation of prisoners for which reimbursement is sought hereunder for losses arising out of the negligent acts or omissions of the Municipality, its agents or employees.

6. **ENTIRE AGREEMENT:** This Agreement constitutes the entire and integrated agreement between and among the parties hereto and supersedes any and all prior negotiations, agreements and conditions, whether written or oral. Any modification or amendment to this Agreement shall be void unless it is in writing and subscribed by the party to be charged.

7. **APPLICABLE LAW:** This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

8. **APPROVALS:** This Agreement is subject to the approval of the Westchester County Board of Legislators and the governing legislative body of the Municipality.

IN WITNESS WHEREOF, the County and the Municipality have executed this Agreement on the _____ day of _____, 2026.

THE COUNTY OF WESTCHESTER

By:_____
Joseph K. Spano
Commissioner of Correction

THE CITY OF WHITE PLAINS

By:_____
Justin C. Brasch
Mayor

Approved by the Westchester County Board of Legislators by Act Number 20 - ____ on the __th day of _____, 2026.

Approved by the Common Council of the City of White Plains on the __ day of _____, 2026.

Approved
:

_____
Assistant County Attorney
The County of Westchester
K/BARA/DCR/White Plains IMA 26-27 CON140741

Approved as to form and
manner of execution:

_____

MUNICIPALITY'S ACKNOWLEDGEMENT

STATE OF NEW YORK)

) ss.:

COUNTY OF WESTCHESTER)

On this _____ day of _____, 2026, before me personally came Justin C. Brasch, to me known, and known to me to be the Mayor of The City of White Plains, the municipal corporation described in and which executed the within instrument, who being by me duly sworn did depose and say that he, the said Justin C. Brasch resides at White Plains, New York and that he is Mayor of said municipal corporation.

_____

Notary Public County

CERTIFICATE OF AUTHORITY
(Municipality)

I, _____, certify that I am the Corporation Counsel of The City of White Plains (the "Municipality") a corporation duly organized in good standing under the Laws of 1915, Chapter 356 named in the foregoing agreement that Justin C. Brasch who signed said agreement on behalf of the Municipality was, at the time of execution Mayor of the Municipality, that said agreement was duly signed for on behalf of said Municipality by authority of its thereunto Common Council duly authorized, and that such authority is in full force and effect at the date hereof.

_____
(Signature)

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

On this day of , 2026, before me personally came _____ whose signature appears above, to me known, and know to be the Corporation Counsel of The City of White Plains, the municipal corporation described in and which executed the above certificate, who being by me duly sworn did depose and say that he, the said _____ resides at _____, and that he is the Corporation Counsel of said municipal corporation.

_____
Notary Public County

DRAFT

SCHEDULE "A"

STANDARD INSURANCE PROVISIONS

(Municipality – Law Enforcement Operations)

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.

DRAFT

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 $2,000,000 (c.s.1) per occurrence limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:

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

c) Commercial Umbrella/Excess Insurance: $3,000,000 each Occurrence and Aggregate naming the "County of Westchester" as additional insured, written on a "follow the form" basis.

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

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

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

e) Law Enforcement Liability/Police Liability Insurance - The Municipality shall provide proof of such insurance with a minimum limit of $5,000,000 per occurrence naming the County as additionally insured. The insurance shall include the following coverages:

i. Assault and Battery
ii. Excessive Force
iii. False Arrest
iv. Misuse of Fire Arms
v. Abuse and Molestation
vi. Deliberate Indifference
vii. Professional Liability

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

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

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

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

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

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: BLR12 ☐ **NO FISCAL IMPACT PROJECTED**

SECTION A - CAPITAL BUDGET IMPACT

To be completed by Budget

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

Source of County Funds (check one)**:** [X] CURRENT APPROPRIATIONS

Various Projects - Construction funding Flood Mitigation Program [ ] CAPITAL BUDGET AMENDMENT

SECTION B - BONDING AUTHORIZATIONS

To be completed by Finance

Total Principal: $ 3,200,000 **PPU:** 5 **Anticipated Interest Rate:** 2.53%

Anticipated Annual Cost (Principal and Interest)**:** $ 689,189

Total Debt Service (Annual cost x Term)**:** $ 3,445,945

Finance Department: Interest rates from July 9, 2026 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): $ 0

Potential Related Revenues (Annual): $ 0

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: 35

Prepared by: Keith Hoffman

Title: Chief Administrator

Department: Laboratories & Research

Date: 07/13/2026

Approved By: Larry Soule Digitally signed by Larry Soule Date: 2026.07.14 09:33:37 -04'00'

Budget Director

Date:

Reference BLR12 (Unique ID# 3065)

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 $3,200,000.00 to finance capital project BLR12 – Labs and Research Facility Rehabilitation and Upgrade ("BLR12"). The Bond Act, which was prepared by the law firm Hawkins, Delafield and Wood LLP, will finance the cost of the second phase of the preparation of preliminary and detailed plans, specifications and estimates for planning a new facility (the "Facility") for the Department of Laboratories and Research (the "Department") located on the Grasslands Campus in Mount Pleasant.

The Department has advised that as a result of the feasibility study that was completed, and following the recommendations of that study, design of the Facility has progressed to 30% completion. Continued pursuit of the replacement Facility now requires a second design phase to bring design to 60% completion.

Your Committee is advised that following bonding authorization, the second design phase will be scheduled and is anticipated to take five months to complete. It is anticipated that the design work will be completed by consultants. The Department has indicated that one additional design phase will be required to reach 100% completion. Following design, construction is estimated to take twenty-seven 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, BLR12 may be classified as a Type "II" action pursuant to the State Environmental Quality Review Act ("SEQR") and its implementing regulations, 6 NYCRR Part 617. Therefore, no environmental review is required. Your Committee has reviewed the annexed SEQR documentation and concurs with this recommendation.

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

Dated: JULY 27, 2026
White Plains, New York

Budget & Appropriations	Infrastructure & Housing	Health

COMMITTEE ON

c/mcz/7.20.26

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: BLR12 ☐ **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: $ 3,200,000 **PPU:** 5 **Anticipated Interest Rate:** 2.53%

Anticipated Annual Cost (Principal and Interest): $ 689,189

Total Debt Service (Annual cost x Term): $ 3,445,945

Finance Department: Interest rates from July 9, 2026 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): $ 0

Potential Related Revenues (Annual): $ 0

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: 35

Prepared by: Keith Hoffman

Title: Chief Administrator

Department: Laboratories & Research

Date: 07/13/2026

Approved By: Larry Soule Digitally signed by Larry Soule Date: 2026.07.14 09:33:37 -04'00'

Budget Director

Date:

WESTCHESTER COUNTY

Memorandum
Department of Planning

TO: Carla Chaves, Senior Assistant County Attorney
Maximilian Zorn, Assistant County Attorney
Maria Baratta, Assistant County Attorney

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

DATE: June 30, 2026

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT BLR12 Labs & Research Facility Rehabilitation and Upgrade**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on 06/26/2026 (Unique ID: 3065)

With respect to the State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617, the Planning Department recommends that no environmental review is required for the proposed action, because the project or component of the project for which funding is requested may be classified as a **TYPE II action** pursuant to section(s):

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

COMMENTS: The current request is for design only.

DSK/oav
cc: Emily Saltzman, Director of Operations
Paula Friedman, Assistant to the County Executive
Tami Altschiller, Assistant Chief Deputy County Attorney
Dianne Vanadia, Associate Budget Director
Robert Abbamont, Director of Operations, Department of Public Works & Transportation
Matthew Castro, Chief Planner
Claudia Maxwell, Principal Environmental Planner

REFERENCE: BLR12

ACT NO. -20____

BOND ACT AUTHORIZING THE ISSUANCE OF $3,200,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE SECOND PHASE OF THE PREPARATION OF PRELIMINARY AND DETAILED PLANS, SPECIFICATIONS AND ESTIMATES FOR PLANNING A NEW FACILITY FOR THE DEPARTMENT OF LABS AND RESEARCH LOCATED ON THE GRASSLANDS CAMPUS IN MOUNT PLEASANT, STATING THE ESTIMATED MAXIMUM COST THEREOF IS $3,200,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $3,200,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS (Adopted , 20____)

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

Section 1. Pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the "Law"), the Westchester County Administrative Code, being Chapter 852 of the Laws of 1948, as amended, and to the provisions of other laws applicable thereto, $3,200,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the cost of the second phase of the preparation of preliminary and detailed plans, specifications and estimates for planning a new facility for the Department of Labs and Research located on the Grasslands Campus in Mount Pleasant, as set forth in the County's Current Year Capital Budget, as amended. To the extent that

the details set forth in this act are inconsistent with any details set forth in the Current Year Capital Budget of the County, such Budget shall be deemed and is hereby amended. The estimated maximum cost of said specific object or purpose, including preliminary costs and costs incidental thereto and the financing thereof is $3,200,000. The plan of financing includes the issuance of $3,200,000 bonds herein authorized, and any bond anticipation notes issued in anticipation of the sale of such bonds, and the levy of a tax to pay the principal of and interest on said bonds and notes.

Section 2. The period of probable usefulness of said specific object or purpose, within the limitations of Section 11.00 a. 62 of the Law, is five (5) years;

Section 3. Current funds are not required to be provided as a down payment pursuant to Section 107.00 d. 9. of the Law prior to issuance of the bonds authorized herein, or any bond anticipation notes issued in anticipation of the sale of such bonds. The County intends to finance, on an interim basis, the costs or a portion of the costs of said improvements for which bonds are herein authorized, which costs are reasonably expected to be reimbursed with the proceeds of debt to be incurred by the County, pursuant to this Act, in the maximum amount of $3,200,000. This Act is a declaration of official intent adopted pursuant to the requirements of Treasury Regulation Section 1.150-2.

Section 4. The estimate of $3,200,000 as the estimated maximum cost of the aforesaid specific object or purpose is hereby approved.

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

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

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

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

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

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

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

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

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

* * *

LEGAL NOTICE

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

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

ACT NO. _____-20____

BOND ACT AUTHORIZING THE ISSUANCE OF $3,200,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE SECOND PHASE OF THE PREPARATION OF PRELIMINARY AND DETAILED PLANS, SPECIFICATIONS AND ESTIMATES FOR PLANNING A NEW FACILITY FOR THE DEPARTMENT OF LABS AND RESEARCH LOCATED ON THE GRASSLANDS CAMPUS IN MOUNT PLEASANT, STATING THE ESTIMATED MAXIMUM COST THEREOF IS $3,200,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $3,200,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS (Adopted _____, 20____)

Object or purpose: to finance the cost of the second phase of the preparation of preliminary and detailed plans, specifications and estimates for planning a new facility for the Department of Labs and Research located on the Grasslands Campus in Mount Pleasant, as set forth in the County's Current Year Capital Budget, as amended.

Amount of obligations to be issued and period of probable usefulness: $3,200,000; 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

4133752.1 048790

CAPITAL PROJECT FACT SHEET

Project ID:* BLR12

☐ **CBA**

Fact Sheet Date:* 01-02-2026

Fact Sheet Year:* 2026

Project Title:* LABS & RESEARCH FACILITY REHABILITATION AND UPGRADE

Legislative District ID: 3,

Category* BUILDINGS, LAND & MISCELLANEOUS

Department:* LABS AND RESEARCH

CP Unique ID: 3065

Overall Project Description

This project funds a new Department of Labs & Research facility located on the Grasslands Campus in Mount Pleasant.

☒ Best Management Practices ☒ Energy Efficiencies ☒ Infrastructure

☒ Life Safety ☐ Project Labor Agreement ☐ Revenue

☐ Security ☐ Other

FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2026	2027	2028	2029	2030	Under Review
Gross	19,700	4,700	15,000	0	0	0	0	0
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	19,700	4,700	15,000	0	0	0	0	0

Expended/Obligated Amount (in thousands) as of : 3,858

Current Bond Description: BONDING LEGISLATION IS REQUESTED TO FUND 60% DESIGN (Detailed Design Phase) FOR A NEW FACILITY FOR THE DEPARTMENT OF LABS & RESEARCH. This follows the 30% design phase that was completed this year.

Financing Plan for Current Request:

Non-County Shares:	$ 0
Bonds/Notes:	3,200,000
Cash:	0
Total:	**$ 3,200,000**

SEQR Classification:

TYPE II

Amount Requested:

3,200,000

Expected Design Work Provider:

☐ County Staff ☒ Consultant ☐ Not Applicable

Comments:

Energy Efficiencies:

Appropriation History:

Year	Amount	Description
2021	500,000	FEASIBILITY STUDY
2024	4,200,000	FUNDS SCHEMATIC DESIGN
2026	15,000,000	THE CURRENT YEAR REQUEST FUNDS 100% DESIGN FOR A NEW FACILITY FOR THE DEPARTMENT OF LABS & RESEARCH.

Total Appropriation History:

19,700,000

Financing History:

Year	Bond Act #	Amount	Issued	Description
21	23	500,000	0	LABS & RESEARCH FACILITY REHABILITATION AND UPGRADE
24	179	4,200,000	0	LABS & RESEARCH SCHEMATIC DESIGN FOR NEW FACILITY

Total Financing History:
4,700,000

Recommended By:

Department of Planning	**Date**
DVWA	06-26-2026
Department of Public Works	**Date**
EFS3	06-29-2026
Budget Department	**Date**
DEV9	06-29-2026
Requesting Department	**Date**
KEH1	06-30-2026

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: SPS18 ☐ **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

Various Projects - Construction funding Flood Mitigation Program

☐ CAPITAL BUDGET AMENDMENT

SECTION B - BONDING AUTHORIZATIONS

To be completed by Finance

Total Principal: $ 1,000,000 **PPU:** 30 **Anticipated Interest Rate:** 3.97%

Anticipated Annual Cost (Principal and Interest)**:** $ 57,989

Total Debt Service (Annual cost x Term)**:** $ 1,739,670

Finance Department: Interest rates from July 9, 2026 Bond Buyer - ASBA

SECTION C - IMPACT ON OPERATING BUDGET (exclusive of debt service)

To be completed by submitting department and reviewed by Budget

Potential Related Expenses (Annual):

Potential Related Revenues (Annual):

Anticipated savings to County and/or impact of department operations
(describe in detail for current and next four years):

SECTION D - Employment

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

Number of Full Time Equivalent (FTE) Jobs Funded: 11

Prepared by: Jazmin Logan

Title: Envirionmental Project Director

Department: Environmental Facilities

Date: 07/13/2026

Approved By: Larry Soule Digitally signed by Larry Soule Date: 2026.07.14 09:43:20 -04'00'

Budget Director

Date:

HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER, NEW YORK

Your Committee is in receipt of a transmittal from the County Executive recommending approval by the County of Westchester ("County") of a bond act ("Bond Act") in the amount of $1,000,000.00 to finance capital project SPS18 –South Yonkers Trunk Sewer System Reconstruction (Unique ID: 3262) ("SPS18"). The Bond Act, which was prepared by the law firm Norton Rose Fulbright, will finance Phase I of the South Yonkers Trunk Sewer Reconstruction which consists of the reconstruction of portions of the South Yonkers trunk sewer system, including inspection, rehabilitation and reconstruction.

The Department of Environmental Facilities ("Department") has advised that Phase I scope of work will consist of portions of the County's South Yonkers Trunk Sewer Tunnel along Sunnyside Lane which requires a multi-sensor engineering inspection to qualify and quantify defects and condition of the sewer. This is part of the continuous self-assessment provision of the Federal Capacity, Management, Operations, and Maintenance program.

Following bonding authorization, inspection will begin after award and execution of the contract and is expected to be completed by second quarter of 2027.

The Department of Planning has advised your Committee that based on its review, the authorization of this capital project, SPS18, may be classified as a Type "II" action pursuant to the State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617 ("SEQR"). Therefore, no environmental review is required. Your Committee has reviewed the annexed SEQR documentation and concurs with this recommendation.

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

Dated: JULY 27, 2026
White Plains, New York

Budget & Appropriations

Infrastructure & Housing

COMMITTEE ON

c/mb/7.9.26

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: SPS18 ☐ **NO FISCAL IMPACT PROJECTED**

SECTION A - CAPITAL BUDGET IMPACT

To be completed by Budget

☐ GENERAL FUND ☐ AIRPORT FUND ☒ SPECIAL DISTRICTS FUND

Source of County Funds (check one): ☒ CURRENT APPROPRIATIONS ☐ CAPITAL BUDGET AMENDMENT

SECTION B - BONDING AUTHORIZATIONS

To be completed by Finance

Total Principal: $ 1,000,000 **PPU:** 30 **Anticipated Interest Rate:** 3.97%

Anticipated Annual Cost (Principal and Interest): $ 57,989

Total Debt Service (Annual cost x Term): $ 1,739,670

Finance Department: Interest rates from July 9, 2026 Bond Buyer - ASBA

SECTION C - IMPACT ON OPERATING BUDGET (exclusive of debt service)

To be completed by submitting department and reviewed by Budget

Potential Related Expenses (Annual):

Potential Related Revenues (Annual):

Anticipated savings to County and/or impact of department operations
(describe in detail for current and next four years):

SECTION D - Employment

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

Number of Full Time Equivalent (FTE) Jobs Funded: 11

Prepared by: Jazmin Logan

Title: Envirionmental Project Director

Department: Environmental Facilities

Date: 07/13/2026

Approved By: Larry Soule Digitally signed by Larry Soule Date: 2026.07.14 09:43:20 -04'00'

Budget Director

Date:

WESTCHESTER COUNTY

Memorandum
Department of Planning

TO: Carla Chaves, Senior Assistant County Attorney
Maximilian Zorn, Assistant County Attorney
Maria Baratta, Assistant County Attorney

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

DATE: June 30, 2026

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT SPS18 SOUTH YONKERS TRUNK SEWER SYSTEM RECONSTRUCTION**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on 06/26/2026 (Unique ID: 3262)

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.

COMMENTS: None.

DSK/oav
cc: Emily Saltzman, Director of Operations
Paula Friedman, Assistant to the County Executive
Tami Altschiller, Assistant Chief Deputy County Attorney
Dianne Vanadia, Associate Budget Director
Jazmin Logan, Environmental Project Director - Capital Programs (DEF)
Robert Zambardino, Program Coordinator – Capital Programs (DEF)
Matthew Castro, Chief Planner
Claudia Maxwell, Principal Environmental Planner

ACT NO. _____ - 2026

BOND ACT DATED _____, 2026.

A BOND ACT AUTHORIZING THE ISSUANCE OF $1,000,000 BONDS OF THE COUNTY OF WESTCHESTER, NEW YORK, TO PAY THE COST OF THE RECONSTRUCTION AND REHABILITATION OF THE SOUTH YONKERS TRUNK SEWER SYSTEM, INCLUDING ENGINEERING INSPECTION.

WHEREAS, the capital project hereinafter described has been duly approved in the adopted capital budget for the current fiscal year; and

WHEREAS, the plan for the financing of the estimated maximum cost of such capital project, as hereinafter set forth in this Bond Act, is in conformity with such capital budget; and

WHEREAS, all conditions precedent to the financing of the capital project hereinafter described, including compliance with the provisions of the State Environmental Quality Review Act, to the extent required, have been performed; and

WHEREAS, it is now desired to authorize the financing of the cost of such capital project allocable to the County's South Yonkers Sanitary Sewer District; NOW, THEREFORE,

BE IT ENACTED, by the Board of Legislators of the County of Westchester, New York, by the affirmative vote of not less than two thirds of the entire voting strength thereof, as follows:

Section 1. For paying for the cost of the reconstruction and rehabilitation of the South Yonkers trunk sewer system and incidental expenses in connection therewith, including engineering inspection, a class of objects or purposes, there are hereby authorized to be issued $1,000,000 bonds of said County pursuant to the provisions of the Local Finance Law. To the extent that the details of the aforesaid class of objects or purposes set forth in this act are inconsistent with any details set forth in the current Capital Budget of the County, such Budget shall be deemed and is hereby amended to the extent inconsistent herewith.

Section 2. It is hereby determined that the estimated maximum cost of the aforesaid class of objects or purposes is $1,000,000, and that the plan for the financing thereof is by the issuance of the $1,000,000 bonds of said County authorized to be issued pursuant to this Bond Act.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is forty years, pursuant to subdivision four of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the Commissioner of Finance, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Commissioner of Finance, consistent with the provisions of the Local Finance Law.

Section 5. The faith and credit of the County of Westchester, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such obligations as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year. To the extent not paid from the assessment of properties assessable for this purpose in the County's South Yonkers Sanitary Sewer District, or other sources, there shall annually be levied on all the taxable real property of said County a tax sufficient to pay the principal of and interest on such obligations as the same become due and payable.

Section 6. Such bonds shall be in fully registered form and shall be signed in the name of the County of Westchester, New York, by the manual or facsimile signature of the Commissioner of Finance and a facsimile of the corporate seal shall be imprinted or impressed thereon and may be attested by the manual or facsimile signature of the County Clerk.

Section 7. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Commissioner of Finance, who shall advertise

such bonds for sale, conduct the sale, and award the bonds in such manner as said Commissioner of Finance shall deem best for the interests of the County; including, but not limited to, the power to sell said bonds to the New York State Environmental Facilities Corporation; provided, however, that in the exercise of these delegated powers, the Commissioner of Finance shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the Commissioner of Finance shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 8. The Commissioner of Finance is hereby further delegated the power to authorize the sale and issuance of the bonds authorized pursuant to this Bond Act (a) at a discount in the manner authorized by paragraphs e and f of Section 57.00 of the Local Finance Law, (b) at private sale pursuant to the applicable provisions of the Local Finance Law and any regulations of the New York State Comptroller appertaining thereto, including the private sale of bonds at a premium, (c) as capital appreciation bonds or term bonds at public sale or private sale pursuant to the applicable provisions of the Local Finance Law and any regulations of the New York State Comptroller appertaining thereto, and (d) at a variable rate of interest in the manner authorized by Section 54.90 of the Local Finance Law, including notes issued in anticipation thereof. The Commissioner of Finance is hereby authorized to enter into such agreements as said Commissioner of Finance shall determine reasonable and necessary to facilitate the issuance, sale, resale and, or repurchase of such bonds or notes pursuant to the provisions of Section 54.90 of the Local Finance Law. Such bonds and, or notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Commissioner of Finance.

Section 9. The power to issue and sell notes to the New York State Environmental Facilities Corporation pursuant to Section 169.00 of the Local Finance Law is hereby delegated to the Commissioner of Finance. Such notes shall be of such terms, form and contents as may be prescribed by said Commissioner of Finance consistent with the provisions of the Local Finance Law.

Section 10. The Commissioner of Finance is hereby further authorized, at the sole discretion of the Commissioner of Finance, to execute a project financing agreement, and any other agreements with the New York State Department of Environmental Conservation and/or the New York State Environmental Facilities Corporation, including amendments thereto, and including any instruments (or amendments thereto) in the effectuation thereof, in order to effect the financing or refinancing of the class of objects or purposes described in Section 1 hereof, or a portion thereof, by a bond, and, or note issue of said County in the event of the sale of same to the New York State Environmental Facilities Corporation.

Section 11. The intent of this Bond Act is to give the Commissioner of Finance sufficient authority to execute those applications, agreements, instruments or to do any similar acts necessary to effect the issuance of the aforesaid bonds and, or notes without resorting to further action of this Board of Legislators.

Section 12. All other matters, except as provided herein relating to such bonds, including determining whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the County by the facsimile signature of the Commissioner of Finance, providing for the manual countersignature of a fiscal agent or of a designated official of the County), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the Commissioner of Finance. It is hereby determined that it is to the financial advantage of the County not to impose and collect from registered owners of such bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of

the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by Section 52.00 of the Local Finance Law, as the Commissioner of Finance shall determine.

Section 13. The validity of such bonds and bond anticipation notes may be contested only if:

(1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or

(2) The provisions of law which should be complied with at the date of publication of this Bond Act are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

(3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 14. This Bond Act shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150 - 2. Other than as specified in this Bond Act, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 15. This Bond Act, which shall take effect immediately in accordance with the provisions of Section 33.10 of the Local Finance Law and as provided in Section 107.71 of the Westchester County Charter, shall be published in summary form in the official newspaper of said County for purposes of this Bond Act, together with a notice of the Clerk of the Board of Legislators in substantially the form provided in Section 81.00 of the Local Finance Law.

The foregoing Bond Act was duly put to a vote which resulted as follows:

AYES:

NOES:

ABSENT:

The Bond Act was thereupon declared duly adopted.

* * *

APPROVED BY THE COUNTY EXECUTIVE

_____

Date: _____, 2026

LEGAL NOTICE

A Bond Act, a summary of which is published herewith, has been adopted by the Board of Legislators on _____, 2026 and approved by the County Executive on _____, 2026 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. _____-2026

A BOND ACT AUTHORIZING THE ISSUANCE OF $1,000,000 BONDS OF THE COUNTY OF WESTCHESTER, NEW YORK, TO PAY THE COST OF THE RECONSTRUCTION AND REHABILITATION OF THE SOUTH YONKERS TRUNK SEWER SYSTEM, INCLUDING ENGINEERING INSPECTION.

class of objects or purposes:	reconstruction and rehabilitation of the South Yonkers trunk sewer system and incidental expenses in connection therewith, including engineering inspection
period of probable usefulness:	forty years
amount of obligations to be issued:	$1,000,000

Dated: _____, 2026
White Plains, New York

_____
Clerk of the County Board of Legislators of the County of Westchester, New York

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: BIT45 ☐ **NO FISCAL IMPACT PROJECTED**

SECTION A - CAPITAL BUDGET IMPACT

To be completed by Budget

[X] GENERAL FUND ☐ AIRPORT FUND ☐ SPECIAL DISTRICTS FUND

Source of County Funds (check one)**:**

☐ CURRENT APPROPRIATIONS

Various Projects - Construction funding Flood Mitigation Program

[X] CAPITAL BUDGET AMENDMENT

SECTION B - BONDING AUTHORIZATIONS

To be completed by Finance

Total Principal: $ 1,300,000 **PPU:** 10 **Anticipated Interest Rate:** 2.84%

Anticipated Annual Cost (Principal and Interest)**:** $ 151,297

Total Debt Service (Annual cost x Term)**:** $ 1,512,970

Finance Department: Interest rates from July 9, 2026 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: 145

Prepared by: Olivia Kelly

Title: Director of Administrative Services

Department: Information Technology

Date: 07/13/2026

Approved By: Larry Soule Digitally signed by Larry Soule Date: 2026.07.14 09:35:37 -04'00'

Budget Director

Date:

Reference BIT45 (Unique ID# 2350)

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 (the "County") of an act, which, if adopted, will amend the County's current-year capital budget ("Capital Budget Amendment"), as well as adoption of a related bond act (the "Bond Act") in the amount of $1,300,000.00 prepared by the law firm Harris Beach Murtha, to finance capital project BIT45 – Building Access Control and Video Surveillance Systems Upgrade ("BIT45").

Your Committee is advised that the proposed Capital Budget Amendment will amend the County's current-year capital budget to increase the County share for BIT45 by $1,300,000.00. The Department of Information Technology (the "Department") has advised that the additional funds are needed to address unforeseen scope changes and technical complexities discovered during the implementation phase. Recent increases in vendor pricing, labor rates, and inflationary pressures have materially raised the project's cost baseline. The Department has further advised that approving the proposed Capital Budget Amendment will fund critical work to avoid costly rework and reduce long-term operational expenses.

The Bond Act, in the amount of $1,300,000.00, would finance the cost of the acquisition and installation of building access control and video surveillance; including County-wide purchase of IT cameras, proximity card readers, related infrastructure equipment, software and implementing services for security surveillance systems located at various Westchester government sites.

Your Committee is advised that following bonding authorization, the time frame for purchasing and installation of the equipment will be approximately six months.

It should be noted that your Honorable Board has authorized the County to issue bonds in connection with prior components of BIT45, as indicated in the annexed fact sheet.

The Planning Department has advised your Committee that based on its review, BIT45 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.

The Planning Department has advised that the Planning Board has previously reviewed BIT45 and issued a report, and that no further action by the Planning Board is necessary at this time.

Your Committee has carefully considered the proposed Capital Budget Amendment, as well as the related Bond Act, and recommends approval of both of the proposed acts, noting that the Bond Act may only be enacted following adoption of the Capital Budget Amendment. It should also be noted that an affirmative vote of two-thirds of the members of your Honorable Board is required in order to amend the County's Capital Budget and to adopt the Bond Act.

Dated: July 27, 2026
White Plains, New York

Budget & Appropriations

Infrastructure & Housing

COMMITTEE ON

c/mcz/7.20.26

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: BIT45 ☐ **NO FISCAL IMPACT PROJECTED**

SECTION A - CAPITAL BUDGET IMPACT

To be completed by Budget

☒ GENERAL FUND ☐ AIRPORT FUND ☐ SPECIAL DISTRICTS FUND

Source of County Funds (check one): ☐ CURRENT APPROPRIATIONS

☒ CAPITAL BUDGET AMENDMENT

SECTION B - BONDING AUTHORIZATIONS

To be completed by Finance

Total Principal: $ 1,300,000 **PPU:** 10 **Anticipated Interest Rate:** 2.84%

Anticipated Annual Cost (Principal and Interest): $ 151,297

Total Debt Service (Annual cost x Term): $ 1,512,970

Finance Department: Interest rates from July 9, 2026 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:

Prepared by: Olivia Kelly

Title: Director of Administrative Services

Department: Information Technology

Date: 07/13/2026

Approved By: Larry Soule Digitally signed by Larry Soule Date: 2026.07.14 09:35:37 -04'00'

Budget Director

Date:

WESTCHESTER COUNTY

Memorandum
Department of Planning

TO: Carla Chaves, Senior Assistant County Attorney
Maximilian Zorn, Assistant County Attorney
Maria Baratta, Assistant County Attorney

FROM: David S. Kvinge, AICP, RLA, CFM
Assistant Commissioner

DATE: June 30, 2026

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT BIT45 Building Access Control and Video Surveillance Systems Upgrade**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on 06/25/2026 (Unique ID: 3250)

With respect to the State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617, the Planning Department recommends that no environmental review is required for the proposed action, because the project or component of the project for which funding is requested may be classified as a **TYPE II action** pursuant to section(s):

- **617.5(c)(31):** purchase or sale of furnishings, equipment or supplies, including surplus government property, other than the following: land, radioactive material, pesticides, herbicides, or other hazardous materials.

COMMENTS: None.

DSK/oav
cc: Emily Saltzman, Director of Operations
Paula Friedman, Assistant to the County Executive
Tami Altschiller, Assistant Chief Deputy County Attorney
Dianne Vanadia, Associate Budget Director
Robert Abbamont, Director of Operations, Department of Public Works & Transportation
Matthew Castro, Chief Planner
Claudia Maxwell, Principal Environmental Planner

ACT No. _____ 2026

An Act amending the 2026 County Capital Budget Appropriations for Capital Project BIT45 BUILDING ACCESS CONTROL AND VIDEO SURVEILLANCE SYSTEMS UPGRADE

BE IT ENACTED by the Board of Legislators of the County of Westchester as follows:

Section 1. The Capital section of the 2026 County Budget is hereby amended as follows:

	Previous 2026 Appropriation	Change	Revised 2026 Appropriation
I. APPROPRIATION	$ 14,200,000	$ 1,300,000	$ 15,500,000

Section 2. The estimated method of financing in the Capital Section of the 2026 Westchester County Capital Budget is amended as follows:

II. METHOD OF FINANCING

Bonds and/or Notes	$ 14,200,000	$ 1,300,000	$ 15,500,000
Non County Shares	$ 0	$ 0	$ 0
Cash	$ 0	$ 0	$ 0
Total	$ 14,200,000	$ 1,300,000	$ 15,500,000

Section 3. The ACT shall take effect immediately.

REFERENCE BIT45

ACT NO. -20___

BOND ACT AUTHORIZING THE ISSUANCE OF $1,300,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE ACQUISITION AND INSTALLATION OF BUILDING ACCESS CONTROL AND VIDEO SURVEILLANCE SYSTEMS AT VARIOUS COUNTY OFFICE BUILDINGS FOR THE DEPARTMENT OF INFORMATION TECHNOLOGY; STATING THE ESTIMATED MAXIMUM COST THEREOF IS $1,300,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $1,300,000 BONDS HEREIN AUTHORIZED TO FINANCE SUCH COST; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted , 20___)

BE IT ENACTED BY THE COUNTY BOARD OF LEGISLATORS OF THE COUNTY OF WESTCHESTER, NEW YORK (by the affirmative vote of not less than two-thirds of the voting strength of said Board), AS FOLLOWS:

Section 1. Pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the "Law"), the Westchester County Administrative Code, being Chapter 852 of the Laws of 1948, as amended, to the provisions of other laws applicable thereto, $1,300,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the cost of the acquisition and installation of building access control and video surveillance systems; including County-wide purchase of IT cameras, proximity card readers, related infrastructure equipment, software and

implementing services for security surveillance systems located at various Westchester County government sites; all as set forth in the County's current year Capital Budget, as amended. To the extent that the details set forth in this act are inconsistent with any details set forth in the current year Capital Budget of the County, such Budget shall be deemed and is hereby amended. The estimated maximum cost of said objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof is $1,300,000. The plan of financing includes the issuance of $1,300,000 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 objects or purposes for which the bonds authorized by this Act are to be issued, within the limitations of Section 11.00 a. 25 of the Law, is ten (10) years.

Section 3. Current funds are not required to be provided as a down payment pursuant to Section 107.00 d. 9. of the Law prior to issuance of the bonds authorized herein, or any bond anticipation notes issued in anticipation of the sale of such bonds. The County intends to finance, on an interim basis, the costs or a portion of the costs of said improvements for which bonds are herein authorized, which costs are reasonably expected to be reimbursed with the proceeds of debt to be incurred by the County, pursuant to this Act, in the maximum amount of $1,300,000. This Act is a declaration of official intent adopted pursuant to the requirements of Treasury Regulation Section 1.150-2.

Section 4. Subject to the provisions of this Act and of the Law, and pursuant to the provisions of §30.00 relative to the authorization of the issuance of bond anticipation notes

or the renewals thereof, and of §§50.00, 56.00 to 60.00 and 168.00 of said Law, the powers and duties of the County Board of Legislators relative to authorizing the issuance of any notes in anticipation of the sale of the bonds herein authorized, or the renewals thereof, relative to providing for substantially level or declining annual debt service, relative to prescribing the terms, form and contents and as to the sale and issuance of the respective amounts of bonds herein authorized, and of any notes issued in anticipation of the sale of said bonds or the renewals of said notes, and relative to executing agreements for credit enhancement, are hereby delegated to the Commissioner of Finance of the County, as the chief fiscal officer of the County.

Section 5. Each of the bonds authorized by this Act and any bond anticipation notes issued in anticipation of the sale thereof shall contain the recital of validity prescribed by §52.00 of said Local Finance Law and said bonds and any notes issued in anticipation of said bonds shall be general obligations of the County of Westchester, payable as to both principal and interest by general tax upon all the taxable real property within the County. The faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and any notes issued in anticipation of the sale of said bonds or the renewals of said notes, and provision shall be made annually in the budgets of the County by appropriation for (a) the amortization and redemption of the notes and bonds to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 6. The validity of the bonds authorized by this Act and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

(a) such obligations are authorized for an object or purpose for which the County is not authorized to expend money, or

(b) the provisions of law which should be complied with at the date of the publication of this Act or a summary hereof, are not substantially complied with,

and an action, suit or proceeding contesting such validity, is commenced within twenty days after the date of such publication, or

(c) such obligations are authorized in violation of the provisions of the Constitution.

Section 7. This Act shall take effect in accordance with Section 107.71 of the Westchester County Charter.

* * *

LEGAL NOTICE

A Bond Act, a summary of which is published herewith, has been adopted by the Board of Legislators on _____, 20___ and approved, as amended, by the County Executive on _____, 20___ and the validity of the obligations authorized by such Bond Act may be hereafter contested only if such obligations were authorized for an object or purpose for which the County of Westchester, in the State of New York, is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this Notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the publication of this Notice, or such obligations were authorized in violation of the provisions of the Constitution.

Complete copies of the amended Bond Act summarized herewith shall be available for public inspection during normal business hours at the Office of the Clerk of the Board of Legislators of the County of Westchester, New York, for a period of twenty days from the date of publication of this Notice.

ACT NO. _____-20___

BOND ACT AUTHORIZING THE ISSUANCE OF $1,300,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE ACQUISITION AND INSTALLATION OF BUILDING ACCESS CONTROL AND VIDEO SURVEILLANCE SYSTEMS AT VARIOUS COUNTY OFFICE BUILDINGS FOR THE DEPARTMENT OF INFORMATION TECHNOLOGY; STATING THE ESTIMATED MAXIMUM COST THEREOF IS $1,300,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $1,300,000 BONDS HEREIN AUTHORIZED TO FINANCE SUCH COST; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted , 20___)

object or purpose: to finance the cost of the acquisition and installation of building access control and video surveillance systems; including County-wide purchase of IT cameras, proximity card readers, related infrastructure equipment, software and implementing services for security surveillance systems located at various Westchester County government sites; all as set forth in the County's current year Capital Budget, as amended

amount of obligations to be issued:
and period of probable usefulness: $1,300,000; ten (10) years

Dated: _____, 20___
White Plains, New York

_____
Clerk and Chief Administrative Officer of the County Board of Legislators of the County of Westchester, New York

CAPITAL PROJECT FACT SHEET

Project ID:*	☒ CBA	Fact Sheet Date:*
BIT45		06-10-2026
Fact Sheet Year:*	**Project Title:***	**Legislative District ID:**
2026	BUILDING ACCESS CONTROL AND VIDEO SURVEILLANCE SYSTEMS UPGRADE	
Category*	**Department:***	**CP Unique ID:**
BUILDINGS, LAND & MISCELLANEOUS	INFORMATION TECHNOLOGY	3250

Overall Project Description

This project will fund the replacement and upgrade of Building Access Control and Video surveillance systems which include software, hardware, network infrastructure, training and implementation services. These systems will helps to manage building access and monitor surveillance at various County locations.

☐ Best Management Practices	☐ Energy Efficiencies	☐ Infrastructure
☐ Life Safety	☐ Project Labor Agreement	☐ Revenue
☒ Security	☐ Other	

FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2026	2027	2028	2029	2030	Under Review
Gross	15,500	11,700	2,500	0	0	0	0	1,300
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	15,500	11,700	2,500	0	0	0	0	1,300

Expended/Obligated Amount (in thousands) as of : 13,897

Current Bond Description: Bonding authorization is requested to fund the county-wide purchase of IT cameras, proximity card readers, related infrastructure equipment, software and implementing services for security surveillance systems located at various Westchester County government sites.

Financing Plan for Current Request:

Non-County Shares:	$ 0
Bonds/Notes:	1,300,000
Cash:	0
Total:	**$ 1,300,000**

SEQR Classification:

TYPE II

Amount Requested:

1,300,000

Expected Design Work Provider:

☐ County Staff	☐ Consultant	☒ Not Applicable

Comments:

DoIT is requesting a 2026 CBA for Capital BIT45 Building Access Control & Video Surveillance in the amount of $1,300,000.00 (funds shown in under review).

Energy Efficiencies:

Appropriation History:

Year	Amount	Description
2019	1,000,000	FUNDS THE REPLACEMENT/UPGRADE
2020	1,000,000	CONTINUATION OF THIS PROJECT
2021	1,000,000	CONTINUATION OF THIS PROJECT
2022	1,000,000	CONTINUATION OF THIS PROJECT
2023	1,350,000	REPLACEMENT OF ISTARS AND RFID PROXIMITY CARD READERS IN COUNTY OFFICE BUIDINGS.
2024	2,000,000	FUNDS THE CONTINUATION OF THIS PROJECT INCLUDING REPLACEMENT OF ANALOG CAMERAS, PROXIMITY CARD READERS, AND RELATED INFRASTRUCTURE FOR THE SECURITY SURVEILLANCE SYSTEM AT COUNTY OFFICE BUILDINGS
2025	4,350,000	FUNDS UPGRADES TO DEPARTMENT OF SOCIAL SERVICES DISTRICT OFFICES, THE BUS GARAGES IN YONKERS AND ON THE GRASSLANDS CAMPUS, AS WELL AS THE INSTALLATION OF BUILDING ACCESS CONTROL AND VIDEO SURVEILLANCE SYSTEMS AT VARIOUS COUNTY OFFICE BUILDINGS
2026	2,500,000	CONTINUATION OF THIS PROJECT

Total Appropriation History:
14,200,000

Financing History:

Year	Bond Act #	Amount	Issued	Description
19	90	1,000,000	999,980	PURCHASE OF EQUIPMENT AND OTHER SERVICES FOR UPGRADE OF SURVEILLANCE SYSTEMS AT WC OFFICE BUILDINGS
21	39	1,000,000	832,210	PURCHASE OF EQUIPMENT AND OTHER SERVICES FOR UPGRADE OF SURVEILLANCE SYSTEMS AT WC OFFICE BUILDINGS
21	207	2,000,000	1,878,471	BUILDING ACCESS CONTROL AND VIDEO SURVEILLANCE SYSTEMS UPGRADE
23	14	1,350,000	77,504	BUILDING ACCESS CONTROL AND VIDEO SURVEILLANCE SYSTEMS UPGRADE (2049)
23	240	2,000,000	7,500	BUILDING ACCESS CONTROL AND VIDEO SURVEILLANCE SYSTEMS UPGRADE
25	40	1,750,000	0	BUILDING ACCESS CONTROL AND VIDEO SURVEILLANCE SYSTEMS UPGRADE
25	40	750,000	0	BUILDING ACCESS CONTROL AND VIDEO SURVEILLANCE SYSTEMS UPGRADE
25	188	1,850,000	0	BUILDING ACCESS CONTROL AND VIDEO SURVEILLANCE SYSTEMS UPGRADE
26	52	2,500,000	0	BUILDING ACCESS CONTROL AND VIDEO SURVEILLANCE SYSTEMS UPGRADE

Total Financing History:
14,200,000

Recommended By:

Department of Planning	**Date**
DVWA	06-25-2026
Department of Public Works	**Date**
EFS3	06-29-2026
Budget Department	**Date**
DEV9	06-29-2026
Requesting Department	**Date**
OKEL	06-29-2026

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: T0063 [X] **NO FISCAL IMPACT PROJECTED**

SECTION A - CAPITAL BUDGET IMPACT

To be completed by Budget

[X] GENERAL FUND [ ] AIRPORT FUND [ ] SPECIAL DISTRICTS FUND

Source of County Funds (check one)**:** [X] CURRENT APPROPRIATIONS

Various Projects - Construction funding Flood Mitigation Program [ ] CAPITAL BUDGET AMENDMENT

SECTION B - BONDING AUTHORIZATIONS

To be completed by Finance

Total Principal: $ 2,065,000 **PPU:** 10 **Anticipated Interest Rate:** 2.84%

Anticipated Annual Cost (Principal and Interest)**:** $ 240,316

Total Debt Service (Annual cost x Term)**:** $ 2,403,161

Finance Department: Interest rates from July 9, 2026 Bond Buyer - ASBA

SECTION C - IMPACT ON OPERATING BUDGET (exclusive of debt service)

To be completed by submitting department and reviewed by Budget

Potential Related Expenses (Annual):

Potential Related Revenues (Annual):

Anticipated savings to County and/or impact of department operations
(describe in detail for current and next four years):

SECTION D - Employment

As per federal guidelines, each $92,000 of appropriation funds one FTE Job

Number of Full Time Equivalent (FTE) Jobs Funded: 22

Prepared by: Michael Swee

Title: Director of Surface Transportation

Department: DPW&T

Date: 07/14/2026

Approved By: Larry Soule Digitally signed by Larry Soule Date: 2026.07.14 09:40:58 -04'00'

Budget Director

Date:

Reference T0063 (Unique ID: 3285)

HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER, NEW YORK

Your Committee is in receipt of a transmission from the County Executive recommending approval by the County of Westchester ("County") of a bond act ("Bond Act") which, if adopted, will authorize the County to issue $2,065,000.00 in bonds to finance capital project T0063 –New Bus Radio / Data System (3285) ("T0063").

The Bond Act in the total amount of $2,065,000.00 was prepared by the law firm Harris Beach Murtha, PLLC would finance essential enhancements to the current phase of work, which includes improvements to the yard management system, CCTV, planning / scheduling and rostering, and the operational module of the Optibus system, along with its related hardware and network equipment. Together with previously approved bonding authorizations, the total cost of technology enhancements under this project is $18,765,000.00

The Department of Public Works and Transportation ("Department") has further advised your Committee that essential enhancements to the current phase of work are needed, including improvements to the yard management system, CCTV system, planning/scheduling and rostering system and the operational module of the Optibus system, along with its related hardware and network equipment.

Design and implementation of these systems are currently being undertaken by an outside consultant and are expected to be completed by the first quarter of 2027.

It should be noted that your Honorable Board has authorized the County to issue bonds for T0063 as follows: (i) Bond Act No. 99-2016 in the amount of $300,000.00 which funded an evaluation of the voice and data communications needs of the Bee-Line system; (ii) Bond Act No. 233-2019, which amended Bond Act No. 99-2016, by increasing the initial amount authorized by $2,450,000.00, for a total authorized amount, as amended, of $2,750,000.00, and which revised the scope of Bond Act No. 99-2016, to include costs related to the purchase of software and hardware; (iii) Bond Act No. 167-2023 in the amount of $16,700,000 to finance a new comprehensive enterprise-wide technology communications system upgrade and associated costs for the fixed

route Bee-Line bus system, and to purchase and install software and hardware for the upgrade. $1,650,290.00 in bonds authorized by Bond Act No. 167-2023 have already been sold.

The Planning Department has advised your Committee that based on its review, T0063 may be classified as a Type "II" action pursuant to the State Environmental Quality Review Act ("SEQR") and its implementing regulations, 6 NYCRR Part 617. Therefore, no environmental review is required. Your Committee has reviewed the annexed SEQR documentation and concurs with this recommendation.

Your Committee has carefully considered the Bond Act, and recommends approval of the Bond Act. It should be noted that an affirmative vote of two-thirds of the members of your Honorable Board is required in order to adopt the Bond Act.

Dated: July 27, 2026
White Plains, New York

Budget & Appropriations

Infrastructure & Housing

COMMITTEE ON

k/mb/7.7.26

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: T0063 [X] **NO FISCAL IMPACT PROJECTED**

SECTION A - CAPITAL BUDGET IMPACT

To be completed by Budget

[X] GENERAL FUND [ ] AIRPORT FUND [ ] SPECIAL DISTRICTS FUND

Source of County Funds (check one): [X] CURRENT APPROPRIATIONS [ ] CAPITAL BUDGET AMENDMENT

SECTION B - BONDING AUTHORIZATIONS

To be completed by Finance

Total Principal: $ 2,065,000 **PPU:** 10 **Anticipated Interest Rate:** 2.84%

Anticipated Annual Cost (Principal and Interest): $ 240,316

Total Debt Service (Annual cost x Term): $ 2,403,161

Finance Department: Interest rates from July 9, 2026 Bond Buyer - ASBA

SECTION C - IMPACT ON OPERATING BUDGET (exclusive of debt service)

To be completed by submitting department and reviewed by Budget

Potential Related Expenses (Annual):

Potential Related Revenues (Annual):

Anticipated savings to County and/or impact of department operations
(describe in detail for current and next four years):

SECTION D - Employment

As per federal guidelines, each $92,000 of appropriation funds one FTE Job

Number of Full Time Equivalent (FTE) Jobs Funded: 22

Prepared by: Michael Swee

Title: Director of Surface Transportation

Department: DPW&T

Date: 07/14/2026

Approved By: Larry Soule Digitally signed by Larry Soule Date: 2026.07.14 09:40:58 -04'00'

Budget Director

Date:

WESTCHESTER COUNTY

Memorandum
Department of Planning

TO: Carla Chaves, Senior Assistant County Attorney
Maximilian Zorn, Assistant County Attorney
Maria Baratta, Assistant County Attorney

FROM: David S. Kvinge, AICP, RLA, CFM
Assistant Commissioner

DATE: June 30, 2026

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT T0063 NEW BUS RADIO/DATA SYSTEM**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on 06/26/2026 (Unique ID: 3285)

With respect to the State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617, the Planning Department recommends that no environmental review is required for the proposed action, because the project or component of the project for which funding is requested may be classified as a **TYPE II action** pursuant to section(s):

- **617.5(c)(2):** replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building, energy, or fire codes unless such action meets or exceeds any of the thresholds in section 617.4 of this Part.
- **617.5(c)(31):** purchase or sale of furnishings, equipment or supplies, including surplus government property, other than the following: land, radioactive material, pesticides, herbicides, or other hazardous materials.

COMMENTS: None.

DSK/oav
cc: Emily Saltzman, Director of Operations
Paula Friedman, Assistant to the County Executive
Tami Altschiller, Assistant Chief Deputy County Attorney
Dianne Vanadia, Associate Budget Director
Robert Abbamont, Director of Operations, Department of Public Works & Transportation
Matthew Castro, Chief Planner
Claudia Maxwell, Principal Environmental Planner

REFERENCE T0063

ACT NO. -20___

BOND ACT AUTHORIZING THE ISSUANCE OF $2,065,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE ADDITIONAL COST OF RADIO SYSTEM UPGRADES FOR BUS VOICE AND DATA COMMUNICATIONS IMPROVEMENTS FOR THE BEE-LINE SYSTEM; STATING THE ESTIMATED MAXIMUM COST THEREOF IS $18,765,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $2,065,000 BONDS HEREIN AUTHORIZED IN ADDITION TO $16,700,000 BONDS PREVIOUSLY AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted , 20___)

BE IT ENACTED BY THE COUNTY BOARD OF LEGISLATORS OF THE COUNTY OF WESTCHESTER, NEW YORK (by the affirmative vote of not less than two-thirds of the voting strength of said Board), AS FOLLOWS:

Section 1. Pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the "Law"), the Westchester County Administrative Code, being Chapter 852 of the Laws of 1948, as amended, to the provisions of other laws applicable thereto, $2,065,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the additional costs of radio system upgrades for bus voice and data communications improvements for the Bee-Line system,

including essential enhancements to the current phase of work, which include improvements to the yard management system, CCTV system, planning, scheduling and rostering, the operational module of the Optibus system, and the acquisition of related hardware and network equipment; all as set forth in the County's current year Capital Budget, as amended. To the extent that the details set forth in this act are inconsistent with any details set forth in the current year Capital Budget of the County, such Budget shall be deemed and is hereby amended. The estimated maximum cost of said object or purpose, including preliminary costs and costs incidental thereto and the financing thereof is $18,765,000. The plan of financing includes the issuance of $2,065,000 bonds herein authorized, in addition to $16,700,000 bonds previously authorized by Bond Act No. 167-2023 duly adopted on September 18, 2023; 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 objects or purposes for which the bonds authorized by this Act are to be issued, within the limitations of Section 11.00 a. 25 of the Law, is ten (10) years.

Section 3. Current funds are not required to be provided as a down payment pursuant to Section 107.00 d. 9. of the Law prior to issuance of the bonds authorized herein, or any bond anticipation notes issued in anticipation of the sale of such bonds. The County intends to finance, on an interim basis, the costs or a portion of the costs of said improvements for which bonds are herein authorized, which costs are reasonably expected to be reimbursed with the proceeds of debt to be incurred by the County, pursuant to this Act, in the maximum amount of

$2,065,000. This Act is a declaration of official intent adopted pursuant to the requirements of Treasury Regulation Section 1.150-2.

Section 4. Subject to the provisions of this Act and of the Law, and pursuant to the provisions of §30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals thereof, and of §§50.00, 56.00 to 60.00 and 168.00 of said Law, the powers and duties of the County Board of Legislators relative to authorizing the issuance of any notes in anticipation of the sale of the bonds herein authorized, or the renewals thereof, relative to providing for substantially level or declining annual debt service, relative to prescribing the terms, form and contents and as to the sale and issuance of the respective amounts of bonds herein authorized, and of any notes issued in anticipation of the sale of said bonds or the renewals of said notes, and relative to executing agreements for credit enhancement, are hereby delegated to the Commissioner of Finance of the County, as the chief fiscal officer of the County.

Section 5. Each of the bonds authorized by this Act and any bond anticipation notes issued in anticipation of the sale thereof shall contain the recital of validity prescribed by §52.00 of said Local Finance Law and said bonds and any notes issued in anticipation of said bonds shall be general obligations of the County of Westchester, payable as to both principal and interest by general tax upon all the taxable real property within the County. The faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and any notes issued in anticipation of the sale of said bonds or the renewals of said notes, and provision shall be made annually in the budgets of the

County by appropriation for (a) the amortization and redemption of the notes and bonds to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 6. The validity of the bonds authorized by this Act and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

(a) such obligations are authorized for an object or purpose for which the County is not authorized to expend money, or

(b) the provisions of law which should be complied with at the date of the publication of this Act or a summary hereof, are not substantially complied with,

and an action, suit or proceeding contesting such validity, is commenced within twenty days after the date of such publication, or

(c) such obligations are authorized in violation of the provisions of the Constitution.

Section 7. This Act shall take effect in accordance with Section 107.71 of the Westchester County Charter.

* * *

LEGAL NOTICE

A Bond Act, a summary of which is published herewith, has been adopted by the Board of Legislators on _____, 20___ and approved by the County Executive on _____, 20___ and the validity of the obligations authorized by such Bond Act may be hereafter contested only if such obligations were authorized for an object or purpose for which the County of Westchester, in the State of New York, is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this Notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the publication of this Notice, or such obligations were authorized in violation of the provisions of the Constitution.

Complete copies of the Bond Act summarized herewith shall be available for public inspection during normal business hours at the Office of the Clerk of the Board of Legislators of the County of Westchester, New York, for a period of twenty days from the date of publication of this Notice.

ACT NO. _____-20___

BOND ACT AUTHORIZING THE ISSUANCE OF $2,065,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE ADDITIONAL COST OF RADIO SYSTEM UPGRADES FOR BUS VOICE AND DATA COMMUNICATIONS IMPROVEMENTS FOR THE BEE-LINE SYSTEM; STATING THE ESTIMATED MAXIMUM COST THEREOF IS $18,765,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $2,065,000 BONDS HEREIN AUTHORIZED IN ADDITION TO $16,700,000 BONDS PREVIOUSLY AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted , 20___)

object or purpose: to finance the additional cost of radio system upgrades for bus voice and data communications improvements for the Bee-Line system, including essential enhancements to the current phase of work, which include improvements to the yard management system, CCTV system, planning, scheduling and rostering, the operational module of the Optibus system, and the acquisition of related hardware and network equipment; all as set forth in the County's current year Capital Budget, as amended

amount of obligations to be issued:
and period of probable usefulness: $2,065,000; ten (10) years

Dated: _____, 20___
White Plains, New York

_____
Clerk and Chief Administrative Officer of the County Board of Legislators of the County of Westchester, New York

RECEIVED
JUL - 6 2009
BUDGET

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: BCC06 ☐ **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

Various Projects - Construction funding Flood Mitigation Program ☐ CAPITAL BUDGET AMENDMENT

SECTION B - BONDING AUTHORIZATIONS

To be completed by Finance

Total Principal: $ 1,300,000 **PPU:** 5 **Anticipated Interest Rate:** 2.53%

Anticipated Annual Cost (Principal and Interest)**:** $ 279,979

Total Debt Service (Annual cost x Term)**:** $ 1,399,895

Finance Department: Interest rates from July 9, 2026 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: 145

Prepared by: Dianne Vanadia

Title: Associate Budget Director

Department: Budget

Date: 07/14/2026

Approved By: Larry Soule Digitally signed by Larry Soule Date: 2026.07.14 09:48:36 -04'00'

Budget Director

Date:

Reference BCC06 (Unique ID 3270)

HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER, NEW YORK

Your Committee is in receipt of a transmittal from the County Executive recommending approval by the County of Westchester ("County") of a bond act ("Bond Act") in the amount of $1,300,000.00 to finance capital project BCC06 – County Clerk – Legal Division Information Technology Upgrades (3270) ("BCC06"). The Bond Act, which was prepared by the law firm Harris Beach Murtha, PLLC, will finance the purchase of a new cashiering system and integration into existing systems, the restructuring and modernization of the County's Legal Division databases, and the initial programing of Legal Division data entry system.

The Westchester County Clerk's Office ("Department") has advised that this project will first replace the existing cashiering system and integration into existing County Clerk applications and databases. Thereafter, the project will then progress to restructuring of the databases and programming for the consolidation of Legal Division applications.

Design is currently being undertaken by in-house staff in conjunction with an outside consultant and is expected to be completed by the third quarter of 2026. It is estimated that installation and integration of the cashiering system will take six (6) months to complete, and will begin after award and execution of the implementation contracts.

The Department of Planning has advised your Committee that based on its review, the authorization of this capital project, BCC06, may be classified as a Type "II" action pursuant to the State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617 ("SEQR"). Therefore, no environmental review is required. Your Committee has reviewed the annexed SEQR documentation and concurs with this recommendation.

It should be noted that an affirmative vote of two-thirds of the members of your Honorable Board is required in order to adopt the Bond Act. Your Committee recommends the adoption of the proposed Bond Act.

Dated: July 27, 2026
White Plains, New York

COMMITTEE ON

Budget & Appropriations

Infrastructure & Housing

c/mb/7/8/26

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: BCC06 ☐ **NO FISCAL IMPACT PROJECTED**

SECTION A - CAPITAL BUDGET IMPACT

To be completed by Budget

☒ GENERAL FUND ☐ AIRPORT FUND ☐ SPECIAL DISTRICTS FUND

Source of County Funds (check one): ☒ CURRENT APPROPRIATIONS ☐ CAPITAL BUDGET AMENDMENT

SECTION B - BONDING AUTHORIZATIONS

To be completed by Finance

Total Principal: $ 1,300,000 **PPU:** 5 **Anticipated Interest Rate:** 2.53%

Anticipated Annual Cost (Principal and Interest): $ 279,979

Total Debt Service (Annual cost x Term): $ 1,399,895

Finance Department: Interest rates from July 9, 2026 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:

Prepared by: Dianne Vanadia

Title: Associate Budget Director

Department: Budget

Date: 07/14/2026

Approved By: Larry Soule Digitally signed by Larry Soule Date: 2026.07.14 09:48:36 -04'00'

Budget Director

Date:

WESTCHESTER COUNTY

Memorandum
Department of Planning

TO: Carla Chaves, Senior Assistant County Attorney
Maximilian Zorn, Assistant County Attorney
Maria Baratta, Assistant County Attorney

FROM: David S. Kvinge, AICP, RLA, CFM
Assistant Commissioner

DATE: July 1, 2026

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT BCC06 County Clerk - Legal Division Information Technology Upgrades**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on 06/25/2026 (Unique ID: 3270)

With respect to the State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617, the Planning Department recommends that no environmental review is required for the proposed action, because the project or component of the project for which funding is requested may be classified as a **TYPE II action** pursuant to section(s):

- **617.5(c)(31):** purchase or sale of furnishings, equipment or supplies, including surplus government property, other than the following: land, radioactive material, pesticides, herbicides, or other hazardous materials.

COMMENTS: None.

DSK/oav
cc: Emily Saltzman, Director of Operations
Paula Friedman, Assistant to the County Executive
Tami Altschiller, Assistant Chief Deputy County Attorney
Dianne Vanadia, Associate Budget Director
Robert Abbamont, Director of Operations, Department of Public Works & Transportation
Matthew Castro, Chief Planner
Claudia Maxwell, Principal Environmental Planner

REFERENCE BCC06

ACT NO. -20___

BOND ACT AUTHORIZING THE ISSUANCE OF $1,300,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE ACQUISITION AND INSTALLATION OF EQUIPMENT FOR THE DEPARTMENT OF INFORMATION TECHNOLOGY; STATING THE ESTIMATED MAXIMUM COST THEREOF IS $1,300,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $1,300,000 BONDS HEREIN AUTHORIZED TO FINANCE SUCH COST; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted , 20___)

BE IT ENACTED BY THE COUNTY BOARD OF LEGISLATORS OF THE COUNTY OF WESTCHESTER, NEW YORK (by the affirmative vote of not less than two-thirds of the voting strength of said Board), AS FOLLOWS:

Section 1. Pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the "Law"), the Westchester County Administrative Code, being Chapter 852 of the Laws of 1948, as amended, to the provisions of other laws applicable thereto, $1,300,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the cost of the acquisition and installation of equipment for the Department of Information Technology, including a new cashiering system and integration into existing systems, restructuring and modernization of Legal

Division databases, and initial programming of Legal Division data entry systems; all as set forth in the County's current year Capital Budget, as amended. To the extent that the details set forth in this act are inconsistent with any details set forth in the current year Capital Budget of the County, such Budget shall be deemed and is hereby amended. The estimated maximum cost of said objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof is $1,300,000. The plan of financing includes the issuance of $1,300,000 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 objects or purposes for which the bonds authorized by this Act are to be issued, within the limitations of Section 11.00 a. 89 of the Law, is five (5) years.

Section 3. Current funds are not required to be provided as a down payment pursuant to Section 107.00 d. 9. of the Law prior to issuance of the bonds authorized herein, or any bond anticipation notes issued in anticipation of the sale of such bonds. The County intends to finance, on an interim basis, the costs or a portion of the costs of said improvements for which bonds are herein authorized, which costs are reasonably expected to be reimbursed with the proceeds of debt to be incurred by the County, pursuant to this Act, in the maximum amount of $1,300,000. This Act is a declaration of official intent adopted pursuant to the requirements of Treasury Regulation Section 1.150-2.

Section 4. The estimate of $1,300,000 as the estimated total cost of the aforesaid objects or purposes is hereby approved, and as the amount of bonds herein authorized is not in excess of $10,000,000, this Act is not subject to referendum.

Section 5. Subject to the provisions of this Act and of the Law, and pursuant to the provisions of §30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals thereof, and of §§50.00, 56.00 to 60.00 and 168.00 of said Law, the powers and duties of the County Board of Legislators relative to authorizing the issuance of any notes in anticipation of the sale of the bonds herein authorized, or the renewals thereof, relative to providing for substantially level or declining annual debt service, relative to prescribing the terms, form and contents and as to the sale and issuance of the respective amounts of bonds herein authorized, and of any notes issued in anticipation of the sale of said bonds or the renewals of said notes, and relative to executing agreements for credit enhancement, are hereby delegated to the Commissioner of Finance of the County, as the chief fiscal officer of the County.

Section 6. Each of the bonds authorized by this Act and any bond anticipation notes issued in anticipation of the sale thereof shall contain the recital of validity prescribed by §52.00 of said Local Finance Law and said bonds and any notes issued in anticipation of said bonds shall be general obligations of the County of Westchester, payable as to both principal and interest by general tax upon all the taxable real property within the County. The faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and any notes issued in anticipation of the sale of said

bonds or the renewals of said notes, and provision shall be made annually in the budgets of the County by appropriation for (a) the amortization and redemption of the notes and bonds to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 7. The validity of the bonds authorized by this Act and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

(a) such obligations are authorized for an object or purpose for which the County is not authorized to expend money, or

(b) the provisions of law which should be complied with at the date of the publication of this Act or a summary hereof, are not substantially complied with,

and an action, suit or proceeding contesting such validity, is commenced within twenty days after the date of such publication, or

(c) such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This Act shall take effect in accordance with Section 107.71 of the Westchester County Charter.

* * *

LEGAL NOTICE

A Bond Act, a summary of which is published herewith, has been adopted by the Board of Legislators on _____, 20___ and approved, as amended, by the County Executive on _____, 20___ and the validity of the obligations authorized by such Bond Act may be hereafter contested only if such obligations were authorized for an object or purpose for which the County of Westchester, in the State of New York, is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this Notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the publication of this Notice, or such obligations were authorized in violation of the provisions of the Constitution.

Complete copies of the amended Bond Act summarized herewith shall be available for public inspection during normal business hours at the Office of the Clerk of the Board of Legislators of the County of Westchester, New York, for a period of twenty days from the date of publication of this Notice.

ACT NO. _____-20___

BOND ACT AUTHORIZING THE ISSUANCE OF $1,300,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE ACQUISITION AND INSTALLATION OF EQUIPMENT FOR THE DEPARTMENT OF INFORMATION TECHNOLOGY; STATING THE ESTIMATED MAXIMUM COST THEREOF IS $1,300,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $1,300,000 BONDS HEREIN AUTHORIZED TO FINANCE SUCH COST; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted , 20___)

object or purpose: to finance the cost of the acquisition and installation of equipment for the Department of Information Technology, including a new cashiering system and integration into existing systems, restructuring and modernization of Legal Division databases, and initial programming of Legal Division data entry systems; all as set forth in the County's current year Capital Budget, as amended

amount of obligations to be issued:
and period of probable usefulness: $1,300,000; 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

TO THE HONORABLE BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER, NEW YORK

Your Committee on Budget and Appropriations is in receipt of a transmittal from the County Executive of his proposed 2026-27 Westchester Community College Budget and Budget Act making appropriations in the amounts of one hundred thirty-two million, six hundred fifty thousand, eight hundred twenty-three dollars ($132,650,823) for operating purposes, and twenty-four million, one hundred eighteen thousand dollars ($24,118,000) for capital purposes for the support of the County Community College for the fiscal year beginning September first two thousand twenty-six.

The accompanying budget proposal calls for a County Sponsor Contribution in the amount of twenty-six million two hundred thousand dollars ($26,200,000) to be appropriated and taxed for in the 2027 Westchester General Fund Operating Budget for the support of Community College Operations for the fiscal year beginning September 1, 2026.

The Department of Budget has advised that this legislation is necessary for the operation of Westchester Community College for the fiscal year beginning September 1, 2026.

Therefore, the Committee recommends the adoption of the attached Budget Act making appropriations for the support of the County Community College for the fiscal year beginning September first two thousand twenty-six.

DATED: JULY 27, 2026
White Plains, New York

ACT NO. - 2026

AN ACT adopting the Westchester County Community College Budget and making appropriations for the operation of the Westchester Community College. Be it enacted by the Board of Legislators of the County of Westchester as follows:

Section 1. The accompanying Departmental Budget for the Community College in the gross amount of One Hundred Thirty-Two Million, Six Hundred Fifty Thousand, Eight Hundred Twenty-Three Dollars ($132,650,823) and the Capital Budget in the gross amount of Twenty-Four Million, One Hundred Eighteen Thousand Dollars ($24,118,000) is hereby adopted for the Community College fiscal year September 1, 2026, through August 31, 2027.

Section 2. The several amounts specified in the above mentioned budget under the column heading "allowed 2026/2027" are hereby appropriated for such purposes under the following general classifications:

Personal Service (Code 1)	$ 108,263,247
Purchase of Equipment (Code 2)	$ 759,161
Materials and Supplies (Code 3)	$ 4,837,733
Expenses (Codes 4 and 5)	$ 18,790,682
Capital Budget (Code 9000)	$ 24,118,000

Section 3. The President of the Community College, pursuant to regulations established by the College Board of Trustees, is hereby authorized to make transfers between sub-accounts within the general classifications of Personal Service (Code 1), Purchase of Equipment (Code 2), Materials and Supplies (Code 3), and Expenses (Codes 4 and 5).

Section 4. The Budget Director, with the approval of the County Executive and the Committee on Budget and Appropriations, after formal request and justification by the College President upon authorization by the College Board of Trustees, is hereby authorized to make transfers among the sub-accounts within the general classification of Capital (Code 9000), and between any general classifications of account.

Section 5. The total annual salaried position count, exclusive of trusts and grants, is Five Hundred and Sixty-Six (566). The President of the College may, upon authorization of the College Board of Trustees, and certification to the Budget Director of availability of funds, increase this count by no more than five percentum (5%), rounded down to the nearest whole number, in the fiscal year. Increases over five percentum (5%) require approval of the Budget Director, after request of the College President, as authorized by the College Board of Trustees. Appeal of the Budget Director's decision may be made to the County Executive, whose decision will be considered final. Annual Salaried positions may not be created in Other Than Personal Service operating accounts.

Section 6. Where personnel are employed under a trust or grant, such employment shall terminate at the expiration of the funds provided by the trust or grant.

Section 7. An amount not to exceed Twenty-Six Million Two Hundred Thousand Dollars ($26,200,000) shall be appropriated and taxed for in the 2027 Westchester County General Fund Operating Budget as a sponsor contribution to support the 2026/2027 Westchester County Community College Budget. Appropriations for Expenditure Transfers and Reimbursements in the College's 2026/2027 budget, or such amounts as shall be sufficient and necessary to accomplish the designated purposes of this budget including but not limited to meeting the state maintenance of effort and tuition cap requirements and the net return from the 2026/2027 budget due hereunder to the general fund, may not be changed without the written approval of the County Executive and the Budget Director.

Section 8. Upon request of and justification by the President of the College, the Commissioner of Finance is hereby authorized, to the extent necessary to satisfy current obligations or continue existing operations, to advance such additional funds on hand to 2026/2027 budget accounts.

Section 9. Other revenues to support the operation of the 2026/2027 Community College Departmental Budget are hereby estimated as follows:

State Aid	$	30,971,234
Departmental:		
Student Tuition	$	52,691,589
Other	$	3,694,000
Chargebacks to Other Community Colleges:		
Operating	$	5,281,000
Capital	$	263,000
Fund Balance	$	11,900,000
Interest on Investments	$	1,650,000

Section 10. The President of the College shall file detailed quarterly statements of expenditures and revenues with the Clerk of the Board of Legislators, the Budget Director, and the Commissioner of Finance, said reports to be inclusive of all College operations. An annual audit, as well as any periodic audits which may be necessary, as prescribed by law, and provided for by the Board of Trustees, shall be filed with the County Board of Legislators, the Budget Director and the Commissioner of Finance.

Section 11. This Act shall take effect immediately.

DATED: August , 2026
White Plains, New York

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: RP02A ☐ **NO FISCAL IMPACT PROJECTED**

SECTION A - CAPITAL BUDGET IMPACT

To be completed by Budget

[X] GENERAL FUND [ ] AIRPORT FUND [ ] SPECIAL DISTRICTS FUND

Source of County Funds (check one)**:**

[ ] CURRENT APPROPRIATIONS

AMEND BA 118-2025

[X] CAPITAL BUDGET AMENDMENT

SECTION B - BONDING AUTHORIZATIONS

To be completed by Finance

Total Principal: $ 62,789,000 **PPU:** 15 **Anticipated Interest Rate:** 3.16%

Anticipated Annual Cost (Principal and Interest)**:** $ 5,332,670

Total Debt Service (Annual cost x Term)**:** $ 79,990,050

Finance Department: Interest rates from July 9, 2026 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: 683

Prepared by: Robert C. Lopane, RLA

Title: Director of Development-PRC planning

Department: Parks, Recreation & Conservation

Date: 07/14/2026

Approved By: Larry Soule Digitally signed by Larry Soule Date: 2026.07.15 09:22:35 -04'00'

Budget Director

Date:

HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER, NEW YORK

Your Committee is in receipt of a transmission from the County Executive recommending approval by the County of Westchester ("County") of an act amending the County's current-year capital budget ("Capital Budget Amendment"), as well as adoption of a related amended bond act ("Amended Bond Act"), prepared by the law firm of Hawkins Delafield and Wood, LLP , which, if adopted, will authorize the County to issue up to $4,000,000.00 in bonds of the County to finance capital project RP02A – Ice Casino Improvements II (Unique ID: 3248) ("RP02A").

Your Committee is advised that the Capital Budget Amendment will amend the County's capital budget to increase the County share for RP02A by $4,000,000.00. The Department Parks, Recreation and Conservation ("Department") has advised your Committee that the Amended Bond Act, in the total amount of $62,789,000, which includes $58,789,000 in previously authorized bonds of the County, would finance the cost of construction and construction management associated with the complete rehabilitation of the Ice Casino Building at Playland Park in Rye. Due to the length of time that has transpired since the project's prior funding requests, construction costs have increased dramatically, resulting in the project cost exceeding the budget. Additional funds are needed to award the project to a contractor and to accommodate the subsequent increase in costs for construction administration.

The Department has further advised your Committee that the improvements to the Ice Casino will include structural rehabilitation of the facility's second floor Studio Rink, replacement of roofing over the Studio Rink, rehabilitation of the facility's locker room wing, replacement of roofing over the locker rooms, along with associated mechanical, electrical and ADA improvements. The project will also include restoration of the building's historic front façade, as well as rehabilitation of the building's rear and side façades.

Your Committee is also advised that the Ice Casino is an integral contributing historic element of Playland Park and helps define Playland's landmark status. Furthermore, the structure is in dire need of exterior restoration along with structural, weather tightness and mechanical rehabilitation and upgrades in order to continue to serve the public.

Your Honorable Board is advised that design, which was performed by an outside consultant, is complete. It is estimated that construction will take twenty-eight (28) months to complete and will begin after award and execution of the construction contracts.

Your Committee notes that your Honorable Board has authorized the County to issue bonds for RP02A in the amount of $58,789,000.00 pursuant to Bond Act No. 30-2022, and amended by Bond Act 118-2025. All bonds pursuant to Bond Act No. 30-2022 in the amount of $3,212,620 have already been sold, whereas the bonds pursuant to Bond Act No.118-2025 in the amount of $55,576,380 have not been sold.

Accordingly, it is now requested that Bond Act No. 118-2025 be amended to increase the amount authorized by $4,000,000.00, for a total authorized amount, as amended, of $62,789,000.00.

Your Committee is advised that in addition to the amount financed under the Amended Bond Act, the County has received $350,000.00 in Federal Covid-19 grant funding for this project.

The Planning Department has advised your Committee that RP02A was previously reviewed and approved by your Honorable Board in 2025. RP02A was classified as a Type I action, a Full Environmental Assessment Form was prepared, and a Negative Declaration was issued by your Honorable Board pursuant to Resolution 65-2025. The current request is to provide additional funds with no change in the scope of the work. As such, the original Negative Declaration remains valid. However, the Planning Department has further advised that since that time, the New York State Legislature amended Article 8 of the Environmental Conservation Law, also known as the State Environmental Quality Review Act ("SEQRA"). Pursuant to Section 8-0111 (5-a)(b)(iii), the proposed park project is now exempt from SEQRA.

Your Committee is advised that an affirmative vote of two-thirds of the members of this Honorable Board is required in order to amend the County's Capital Budget, as well as to adopt the related Amended Bond Act. In addition, Section 167.131 of the Laws of Westchester County mandates that a capital budget amendment that introduces a new capital project or changes the location, size or character of an existing capital project be accompanied to the Board of Legislators by a report of the Westchester County Planning Board (the "Planning Board") with respect to the physical planning aspects of the project.

The Planning Department has advised your Committee that the Planning Board has previously reviewed RP02A and issued a report, and that since there is no change in the scope of the work and this is simply a change in the financing plan, no further action by the Planning Board is necessary at this time.

Your Committee has carefully considered the proposed Capital Budget Amendment, as well as the related Amended Bond Act, and recommends approval of both of the proposed Acts, noting that the Amended Bond Act can only be enacted following adoption of the Capital Budget Amendment. It should be noted that an affirmative vote of two-thirds of the members of your Honorable Board is required in order to amend the County's Capital Budget and to adopt the Amended Bond Act.

Based on the importance of this project to the County, favorable action on the proposed Amended Bond Act and Capital Budget Amendment is respectfully requested.

Dated: JULY 27, 2026
White Plains, New York

Budget & Appropriations	Infrastructure & Housing	Parks & Environment

COMMITTEE ON

k/mb/7-9-26

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: RP02A ☐ **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

AMEND BA 118-2025 ☒ CAPITAL BUDGET AMENDMENT

SECTION B - BONDING AUTHORIZATIONS

To be completed by Finance

Total Principal: $ 62,789,000 **PPU:** 15 **Anticipated Interest Rate:** 3.16%

Anticipated Annual Cost (Principal and Interest): $ 5,332,670

Total Debt Service (Annual cost x Term): $ 79,990,050

Finance Department: Interest rates from July 9, 2026 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: 683

Prepared by: Robert C. Lopane, RLA

Title: Director of Development-PRC planning

Department: Parks, Recreation & Conservation

Date: 07/14/2026

Approved By: Larry Soule Digitally signed by Larry Soule Date: 2026.07.15 09:22:35 -04'00'

Budget Director

Date:

WESTCHESTER COUNTY

Memorandum
Department of Planning

TO: Carla Chaves, Senior Assistant County Attorney
Maximilian Zorn, Assistant County Attorney
Maria Baratta, Assistant County Attorney

FROM: David S. Kvinge, AICP, RLA, CFM
Assistant Commissioner

DATE: July 7, 2026

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT RP02A ICE CASINO IMPROVEMENTS II**

The Planning Department has reviewed the above referenced project (Fact Sheet Unique ID: 3248) in connection with the State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617 (SEQR).

This project was previously reviewed and approved by the Board of Legislators in 2025. It was classified as a Type I action, a Full Environmental Assessment Form was prepared, and a Negative Declaration was issued by the Board (Resolution 65-2025). The current request is to provide additional funds with no change in the scope of work. As such, the original Negative Declaration remains valid.

However, since that time, the New York State Legislature amended Article 8 of Environmental Conservation Law, also known as the State Environmental Quality Review Act. Pursuant to Section 8-0111 (5-a)(b)(iii), the proposed park project is now exempt from SEQR.

Please contact me if you have any questions.

DSK/cnm
cc: Emily Saltzman, Director of Operations
Paula Friedman, Assistant to the County Executive
Tami Altschiller, Assistant Chief Deputy County Attorney
Peter Tartaglia, Acting Commissioner of Parks, Recreation and Conservation
Dianne Vanadia, Associate Budget Director
Robert Lopane, Director of Program Development – PRC Planning
Matthew Castro, Chief Planner
Claudia Maxwell, Principal Environmental Planner

ACT No. _____ 2026

An Act amending the 2026 County Capital Budget Appropriations for Capital Project RP02A
ICE CASINO IMPROVEMENTS II

BE IT ENACTED by the Board of Legislators of the County of Westchester as follows:

Section 1. The Capital section of the 2026 County Budget is hereby amended as follows:

	Previous 2026 Appropriation	Change	Revised 2026 Appropriation
I. APPROPRIATION	$ 59,370,000	$ 4,000,000	$ 63,370,000

Section 2. The estimated method of financing in the Capital Section of the 2026 Westchester County Capital Budget is amended as follows:

II. METHOD OF FINANCING

Bonds and/or Notes	$ 59,020,000	$ 4,000,000	$ 63,020,000
Non County Shares	$ 350,000	$ 0	$ 350,000
Cash	$ 0	$ 0	$ 0
Total	$ 59,370,000	$ 4,000,000	$ 63,370,000

Section 3. The ACT shall take effect immediately.

REFERENCE: RP02A

ACT NO. -20_____

BOND ACT OF THE COUNTY OF WESTCHESTER, NEW YORK, FURTHER AMENDING THE BOND ACT ADOPTED APRIL 25, 2022 AND HERETOFORE AMENDED ON JUNE 16, 2025, IN RELATION TO THE CONSTRUCTION AND CONSTRUCTION MANAGEMENT OF THE REHABILITATION OF THE ICE CASINO BUILDING AT PLAYLAND AND FOR THE DESIGN OF THE GENERAL BUILDING IMPROVEMENT PROJECT, AT THE MAXIMUM ESTIMATED COST OF $63,139,000. (Adopted , 20_____).

WHEREAS, this Board has heretofore duly authorized the issuance of $58,789,000 bonds to finance the design, construction and construction management of the studio rink project at the Ice Casino at Playland and for the design of the general building improvement project (the "Project"), pursuant to Act No. 30-2022 duly adopted on April 25, 2022, as amended by Bond Act 118-2025 duly adopted on June 16, 2025; and

WHEREAS, it has been determined that and additional funds are required for to pay for the cost of the Project, and it is necessary to increase the amount of bonds authorized to be issued and the appropriation for such project; now therefore

BE IT ENACTED BY THE COUNTY BOARD OF LEGISLATORS OF THE COUNTY OF WESTCHESTER, NEW YORK (by the affirmative vote of not less than two-thirds of the voting strength of said Board), AS FOLLOWS:

Section (A). The bond act duly adopted by this Board on April 25, 2022 and amended on June 16, 2025 entitled:

"ACT NO. 118-2025

BOND ACT AUTHORIZING THE ISSUANCE OF $58,789,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE CONSTRUCTION AND CONSTRUCTION MANAGEMENT ASSOCIATED WITH THE COMPLETE REHABILITATION OF THE ICE CASINO BUILDING AT PLAYLAND PARK, STATING THE ESTIMATED MAXIMUM COST THEREOF IS $59,139,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $58,789,000 BONDS HEREIN AUTHORIZED; PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS; AND THE APPLICATION OF $350,000 EXPECTED TO BE RECEIVED FROM THE UNITED STATES OF AMERICA TO BE EXPENDED FOR SUCH PURPOSE OR REDEMPTION OF THE COUNTY'S OBLIGATIONS ISSUED THEREFOR, OR TO BE BUDGETED AS AN OFFSET TO THE TAXES FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS."

is hereby amended to read as follows:

BOND ACT AUTHORIZING THE ISSUANCE OF $62,789,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE CONSTRUCTION AND CONSTRUCTION MANAGEMENT ASSOCIATED WITH THE COMPLETE REHABILITATION OF THE ICE CASINO BUILDING AT PLAYLAND PARK, STATING THE ESTIMATED MAXIMUM COST THEREOF IS $63,139,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $62,789,000 BONDS HEREIN AUTHORIZED; PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND

INTEREST ON SAID BONDS; AND THE APPLICATION OF $350,000 EXPECTED TO BE RECEIVED FROM THE UNITED STATES OF AMERICA TO BE EXPENDED FOR SUCH PURPOSE OR REDEMPTION OF THE COUNTY'S OBLIGATIONS ISSUED THEREFOR, OR TO BE BUDGETED AS AN OFFSET TO THE TAXES FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted , 20_____)

BE IT ENACTED BY THE COUNTY BOARD OF LEGISLATORS OF THE COUNTY OF WESTCHESTER, NEW YORK (by the affirmative vote of not less than two-thirds of the voting strength of said Board), AS FOLLOWS:

Section 1. Pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the "Law"), the Westchester County Administrative Code, being Chapter 852 of the Laws of 1948, as amended, and to the provisions of other laws applicable thereto, $62,789,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the cost of the construction and construction management associated with the complete rehabilitation of the Ice Casino Building at Playland Park, all as set forth in the County's Current Year Capital Budget, as amended. To the extent that the details set forth in this act are inconsistent with any details set forth in the Current Year Capital Budget of the County, such Budget shall be deemed and is hereby amended. The estimated maximum cost of said object or purpose, including preliminary costs and costs incidental thereto and the financing thereof is $63,139,000. The plan of financing includes the issuance of $62,789,000 bonds herein authorized and any bond anticipation notes issued in anticipation of the sale of such bonds, the levy of a tax to pay the principal of and interest on said bonds and notes, and the application of $350,000 expected to be received from the United State of America to be expended towards the cost of said object or purpose or redemption of the

County's obligations issued therefor, or to be budgeted as an offset to the taxes for the payment of the principal of and interest on said bonds.

Section 2. The period of probable usefulness of the specific object or purpose for which the $62,789,000 bonds authorized by section 1 of this Act are to be issued, within the limitations of Section 11.00 a.19(c) of the Law, is fifteen (15) years.

Section 3. Current funds are not required to be provided as a down payment pursuant to Section 107.00 d. 9. of the Law prior to issuance of the bonds authorized herein, or any bond anticipation notes issued in anticipation of the sale of such bonds. The County intends to finance, on an interim basis, the costs or a portion of the costs of said improvements for which bonds are herein authorized, which costs are reasonably expected to be reimbursed with the proceeds of debt to be incurred by the County, pursuant to this Act, in the maximum amount of $62,789,000. 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 $63,139,000 as the estimated total cost of the aforesaid object or purpose is hereby approved.

Section 5. Subject to the provisions of this Act and of the Law, and pursuant to the provisions of §30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals thereof, and of §§50.00, 56.00 to 60.00 and 168.00 of said Law, the powers and duties of the County Board of Legislators relative to authorizing the issuance of any notes in anticipation of the sale of the bonds herein authorized, or the renewals thereof, relative to providing for substantially level or declining annual debt service, relative to prescribing the terms, form and contents and as to the sale and issuance of the respective amounts of bonds herein authorized, and of any notes issued in anticipation of the sale of said bonds or the

renewals of said notes, and relative to executing agreements for credit enhancement, are hereby delegated to the Commissioner of Finance of the County, as the chief fiscal officer of the County.

Section 6. Each of the bonds authorized by this Act and any bond anticipation notes issued in anticipation of the sale thereof shall contain the recital of validity prescribed by §52.00 of said Local Finance Law and said bonds and any notes issued in anticipation of said bonds shall be general obligations of the County of Westchester, payable as to both principal and interest by general tax upon all the taxable real property within the County. The faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and any notes issued in anticipation of the sale of said bonds or the renewals of said notes, and provision shall be made annually in the budgets of the County by appropriation for (a) the amortization and redemption of the notes and bonds to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 7. The validity of the bonds authorized by this Act and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

(a) such obligations are authorized for an object or purpose for which the County is not authorized to expend money, or

(b) the provisions of law which should be complied with at the date of the publication of this Act or a summary hereof, are not substantially complied with, and an action, suit or proceeding contesting such validity, is commenced within twenty days after the date of such publication, or

(c) such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This Act shall take effect in accordance with Section 107.71 of the Westchester County Charter.

Section (B). The amendment of the bond act set forth in Section (A) of this act shall in no way affect the validity of the liabilities incurred, obligations issued, or action taken pursuant to said bond act, and all such liabilities incurred, obligations issued, or action taken shall be deemed to have been incurred, issued or taken pursuant to said bond act, as so amended.

Section (C). This Act shall take effect in accordance with Section 107.71 of the Westchester County Charter.

* * *

LEGAL NOTICE

A Bond Act, a summary of which is published herewith, has been adopted by the Board of Legislators on April 25, 2022, amended on June 16, 2025 and further amended on _____, 20_____ and approved, as amended, by the County Executive on _____, 20_____ and the validity of the obligations authorized by such Bond Act may be hereafter contested only if such obligations were authorized for an object or purpose for which the County of Westchester, in the State of New York, is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this Notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the publication of this Notice, or such obligations were authorized in violation of the provisions of the Constitution.

A complete copy of the amended Bond Act summarized herewith shall be available for public inspection during normal business hours at the Office of the Clerk of the Board of Legislators of the County of Westchester, New York, for a period of twenty days from the date of publication of this Notice.

ACT NO. _____-20_____

BOND ACT AUTHORIZING THE ISSUANCE OF $62,789,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE CONSTRUCTION AND CONSTRUCTION MANAGEMENT ASSOCIATED WITH THE COMPLETE REHABILITATION OF THE ICE CASINO BUILDING AT PLAYLAND PARK, STATING THE ESTIMATED MAXIMUM COST THEREOF IS $63,139,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $62,789,000 BONDS HEREIN AUTHORIZED; PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS; AND THE APPLICATION OF $350,000 EXPECTED TO BE RECEIVED FROM THE UNITED STATES OF AMERICA TO BE EXPENDED FOR SUCH PURPOSE OR REDEMPTION OF THE COUNTY'S OBLIGATIONS ISSUED THEREFOR, OR TO BE BUDGETED AS AN OFFSET TO THE TAXES FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (adopted on April 25, 2022 and amended on June 16, 2025 and on _____, 20_____)

object or purpose: to finance the cost of the construction and construction management associated with the complete rehabilitation of the Ice Casino Building at Playland Park, 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: $62,789,000; 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

4135073.1 048790

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: RP02A ☐ **NO FISCAL IMPACT PROJECTED**

SECTION A - CAPITAL BUDGET IMPACT

To be completed by Budget

[X] GENERAL FUND [ ] AIRPORT FUND [ ] SPECIAL DISTRICTS FUND

Source of County Funds (check one)**:**

[ ] CURRENT APPROPRIATIONS

AMEND BA 118-2025

[X] CAPITAL BUDGET AMENDMENT

SECTION B - BONDING AUTHORIZATIONS

To be completed by Finance

Total Principal: $ 62,789,000 **PPU:** 15 **Anticipated Interest Rate:** 3.16%

Anticipated Annual Cost (Principal and Interest)**:** $ 5,332,670

Total Debt Service (Annual cost x Term)**:** $ 79,990,050

Finance Department: Interest rates from July 9, 2026 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: 683

Prepared by: Robert C. Lopane, RLA

Title: Director of Development-PRC planning

Department: Parks, Recreation & Conservation

Date: 07/14/2026

Approved By: Larry Soule Digitally signed by Larry Soule Date: 2026.07.15 09:22:35 -04'00'

Budget Director

Date:

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: BCC06 ☐ **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

Various Projects - Construction funding Flood Mitigation Program ☐ CAPITAL BUDGET AMENDMENT

SECTION B - BONDING AUTHORIZATIONS

To be completed by Finance

Total Principal: $ 1,300,000 **PPU:** 5 **Anticipated Interest Rate:** 2.53%

Anticipated Annual Cost (Principal and Interest)**:** $ 279,979

Total Debt Service (Annual cost x Term)**:** $ 1,399,895

Finance Department: Interest rates from July 9, 2026 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: 145

Prepared by: Dianne Vanadia

Title: Associate Budget Director

Department: Budget

Date: 07/14/2026

Approved By: Larry Soule Digitally signed by Larry Soule Date: 2026.07.14 09:48:36 -04'00'

Budget Director

Date:

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: T0063 [X] **NO FISCAL IMPACT PROJECTED**

SECTION A - CAPITAL BUDGET IMPACT

To be completed by Budget

[X] GENERAL FUND [ ] AIRPORT FUND [ ] SPECIAL DISTRICTS FUND

Source of County Funds (check one)**:** [X] CURRENT APPROPRIATIONS

Various Projects - Construction funding Flood Mitigation Program [ ] CAPITAL BUDGET AMENDMENT

SECTION B - BONDING AUTHORIZATIONS

To be completed by Finance

Total Principal: $ 2,065,000 **PPU:** 10 **Anticipated Interest Rate:** 2.84%

Anticipated Annual Cost (Principal and Interest)**:** $ 240,316

Total Debt Service (Annual cost x Term)**:** $ 2,403,161

Finance Department: Interest rates from July 9, 2026 Bond Buyer - ASBA

SECTION C - IMPACT ON OPERATING BUDGET (exclusive of debt service)

To be completed by submitting department and reviewed by Budget

Potential Related Expenses (Annual):

Potential Related Revenues (Annual):

Anticipated savings to County and/or impact of department operations
(describe in detail for current and next four years):

SECTION D - Employment

As per federal guidelines, each $92,000 of appropriation funds one FTE Job

Number of Full Time Equivalent (FTE) Jobs Funded: 22

Prepared by: Michael Swee

Title: Director of Surface Transportation

Department: DPW&T

Date: 07/14/2026

Approved By: Larry Soule Digitally signed by Larry Soule Date: 2026.07.14 09:40:58 -04'00'

Budget Director

Date:

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: BIT45 ☐ **NO FISCAL IMPACT PROJECTED**

SECTION A - CAPITAL BUDGET IMPACT

To be completed by Budget

[X] GENERAL FUND ☐ AIRPORT FUND ☐ SPECIAL DISTRICTS FUND

Source of County Funds (check one)**:**

☐ CURRENT APPROPRIATIONS

Various Projects - Construction funding Flood Mitigation Program

[X] CAPITAL BUDGET AMENDMENT

SECTION B - BONDING AUTHORIZATIONS

To be completed by Finance

Total Principal: $ 1,300,000 **PPU:** 10 **Anticipated Interest Rate:** 2.84%

Anticipated Annual Cost (Principal and Interest)**:** $ 151,297

Total Debt Service (Annual cost x Term)**:** $ 1,512,970

Finance Department: Interest rates from July 9, 2026 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: 145

Prepared by: Olivia Kelly

Title: Director of Administrative Services

Department: Information Technology

Date: 07/13/2026

Approved By: Larry Soule Digitally signed by Larry Soule Date: 2026.07.14 09:35:37 -04'00'

Budget Director

Date:

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: SPS18 ☐ **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

Various Projects - Construction funding Flood Mitigation Program

☐ CAPITAL BUDGET AMENDMENT

SECTION B - BONDING AUTHORIZATIONS

To be completed by Finance

Total Principal: $ 1,000,000 **PPU:** 30 **Anticipated Interest Rate:** 3.97%

Anticipated Annual Cost (Principal and Interest)**:** $ 57,989

Total Debt Service (Annual cost x Term)**:** $ 1,739,670

Finance Department: Interest rates from July 9, 2026 Bond Buyer - ASBA

SECTION C - IMPACT ON OPERATING BUDGET (exclusive of debt service)

To be completed by submitting department and reviewed by Budget

Potential Related Expenses (Annual):

Potential Related Revenues (Annual):

Anticipated savings to County and/or impact of department operations
(describe in detail for current and next four years):

SECTION D - Employment

As per federal guidelines, each $92,000 of appropriation funds one FTE Job

Number of Full Time Equivalent (FTE) Jobs Funded: 11

Prepared by: Jazmin Logan

Title: Envirionmental Project Director

Department: Environmental Facilities

Date: 07/13/2026

Approved By: Larry Soule Digitally signed by Larry Soule Date: 2026.07.14 09:43:20 -04'00'

Budget Director

Date:

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: BLR12 ☐ **NO FISCAL IMPACT PROJECTED**

SECTION A - CAPITAL BUDGET IMPACT

To be completed by Budget

[X] GENERAL FUND [ ] AIRPORT FUND [ ] SPECIAL DISTRICTS FUND

Source of County Funds (check one)**:** [X] CURRENT APPROPRIATIONS

Various Projects - Construction funding Flood Mitigation Program [ ] CAPITAL BUDGET AMENDMENT

SECTION B - BONDING AUTHORIZATIONS

To be completed by Finance

Total Principal: $ 3,200,000 **PPU:** 5 **Anticipated Interest Rate:** 2.53%

Anticipated Annual Cost (Principal and Interest)**:** $ 689,189

Total Debt Service (Annual cost x Term)**:** $ 3,445,945

Finance Department: Interest rates from July 9, 2026 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): $ 0

Potential Related Revenues (Annual): $ 0

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: 35

Prepared by: Keith Hoffman

Title: Chief Administrator

Department: Laboratories & Research

Date: 07/13/2026

Approved By: Larry Soule Digitally signed by Larry Soule Date: 2026.07.14 09:33:37 -04'00'

Budget Director

Date:

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: BCR64 ☐ **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

Various Projects - Construction funding Flood Mitigation Program ☐ CAPITAL BUDGET AMENDMENT

SECTION B - BONDING AUTHORIZATIONS

To be completed by Finance

Total Principal: $ 9,625,000 **PPU:** 10 **Anticipated Interest Rate:** 2.91%

Anticipated Annual Cost (Principal and Interest)**:** $ 1,124,091

Total Debt Service (Annual cost x Term)**:** $ 11,240,910

Finance Department: Interest rates from June 22, 2026 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: 105

Prepared by: William Fallon

Title: Director of Admin. Services

Department: Correction

Date: 06/23/2026

Approved By: Larry Soule Digitally signed by Larry Soule Date: 2026.06.25 11:46:26 -04'00'

Budget Director

Date:

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: B0129 ☐ **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

Various Projects - Construction funding Flood Mitigation Program ☐ CAPITAL BUDGET AMENDMENT

SECTION B - BONDING AUTHORIZATIONS

To be completed by Finance

Total Principal: $ 2,525,000 **PPU:** 5 **Anticipated Interest Rate:** 2.63%

Anticipated Annual Cost (Principal and Interest)**:** $ 545,376

Total Debt Service (Annual cost x Term)**:** $ 2,726,880

Finance Department: Interest rates from June 22, 2026 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: 27

Prepared by: Robert Abbamont

Title: Director of Operations (Capital)

Department: Public Works/Transportation

Date: 06/22/2026

Approved By: Larry Soule Digitally signed by Larry Soule Date: 2026.06.30 11:34:40 -04'00'

Budget Director

Date:

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: BCR5F ☐ **NO FISCAL IMPACT PROJECTED**

SECTION A - CAPITAL BUDGET IMPACT

To be completed by Budget

[X] GENERAL FUND [ ] AIRPORT FUND [ ] SPECIAL DISTRICTS FUND

Source of County Funds (check one)**:** [X] CURRENT APPROPRIATIONS

Various Projects - Construction funding Flood Mitigation Program [ ] CAPITAL BUDGET AMENDMENT

SECTION B - BONDING AUTHORIZATIONS

To be completed by Finance

Total Principal: $ 500,000 **PPU:** 10 **Anticipated Interest Rate:** 2.84%

Anticipated Annual Cost (Principal and Interest)**:** $ 58,166

Total Debt Service (Annual cost x Term)**:** $ 581,660

Finance Department: Interest rates from June 25, 2026 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: 5

Prepared by: William Fallon

Title: Director of Admin. Service

Department: Correction

Date: 06/25/2026

Approved By: Larry Soule Digitally signed by Larry Soule Date: 2026.06.25 15:47:04 -04'00'

Budget Director

Date:

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

SUBJECT: Real Property Tax Exemption for Disabled Veterans

X **NO FISCAL IMPACT PROJECTED**

OPERATING BUDGET IMPACT

SECTION A - FUND

X GENERAL FUND

AIRPORT FUND

X SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense 0

Total Current Year Revenue 0

Source of Funds (check one): Current Appropriations

Additional Appropriations

Transfer of Existing Appropriations

Other (explain)

Identify Accounts:

Potential Related Operating Budget Expenses: Annual Amount 0

Describe:

Potential Related Operating Budget Revenues: Annual Amount 0

Describe:

Anticipated Savings to County and/or Impact on Department Operations:

Current Year: 0

Next Four Years:

Prepared by: Lawrence Soule

Title: Budget Director

Department: Budget

Date: 07/08/2026

Approved by: Larry Soule Digitally signed by Larry Soule Date: 2026.06.25 15:47:04 -04'00'

Budget Director

Date: 07/08/2026

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

SUBJECT: Tax Exemp. for Active Duty Military serving in Combat Zone

X **NO FISCAL IMPACT PROJECTED**

OPERATING BUDGET IMPACT

SECTION A - FUND

X GENERAL FUND

AIRPORT FUND

X SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense 0

Total Current Year Revenue 0

Source of Funds (check one): Current Appropriations

Additional Appropriations

Transfer of Existing Appropriations

Other (explain)

Identify Accounts:

Potential Related Operating Budget Expenses: Annual Amount 0

Describe:

Potential Related Operating Budget Revenues: Annual Amount 0

Describe:

Anticipated Savings to County and/or Impact on Department Operations:

Current Year: 0

Next Four Years:

Prepared by: Lawrence Soule

Title: Budget Director

Department: Budget

Date: 07/08/2026

Approved by: Larry Soule Digitally signed by Larry Soule Date: 2026.06.25 15:47:04 -04'00'

Budget Director

Date: 07/08/2026

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

SUBJECT: Tax Exemp.- Surviving Spouses of Firefighters & Vol. Ambula X **NO FISCAL IMPACT PROJECTED**

OPERATING BUDGET IMPACT

SECTION A - FUND

X GENERAL FUND AIRPORT FUND X SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense 0

Total Current Year Revenue 0

Source of Funds (check one): Current Appropriations Transfer of Existing Appropriations

Additional Appropriations Other (explain)

Identify Accounts:

Potential Related Operating Budget Expenses: Annual Amount 0

Describe:

Potential Related Operating Budget Revenues: Annual Amount 0

Describe:

Anticipated Savings to County and/or Impact on Department Operations:

Current Year: 0

Next Four Years:

Prepared by: Lawrence Soule

Title: Budget Director

Department: Budget

Date: 06/25/2026

Approved by: Larry Soule Digitally signed by Larry Soule Date: 2026.06.25 15:47:04 -04'00'

Budget Director

Date: 06/25/2026

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

SUBJECT: Tax Exemp. Surviving Spouses of Police Officers Killed in the X **NO FISCAL IMPACT PROJECTED**

OPERATING BUDGET IMPACT

SECTION A - FUND

X GENERAL FUND AIRPORT FUND X SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense 0

Total Current Year Revenue 0

Source of Funds (check one): Current Appropriations Transfer of Existing Appropriations

Additional Appropriations Other (explain)

Identify Accounts: NA

Potential Related Operating Budget Expenses: Annual Amount 0

Describe:

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: Lawrence Soule

Title: Budget Director

Department: Budget

Date: 06/24/2026

Approved by: Larry Soule Digitally signed by Larry Soule Date: 2026.06.25 15:47:04 -04'00'

Budget Director

Date: 06/24/2026

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

SUBJECT: Easements - Kingsland Point Park & Tarrytown Lighthouse X **NO FISCAL IMPACT PROJECTED**

OPERATING BUDGET IMPACT

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 Appropriations Other (explain)

Identify Accounts: _____

_____

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: Kerry Riguzzi

Title: Manager - Fiscal Operations

Department: Parks, Recreation & Conservation

Date: 06/15/2026

Approved by: Larry Soule Digitally signed by Larry Soule Date: 2026.06.25 15:47:04 -04'00'

Budget Director

Date: _____

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

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

90-114 Westmoreland Ave WHP ☐ CAPITAL BUDGET AMENDMENT

SECTION B - BONDING AUTHORIZATIONS

To be completed by Finance

Total Principal: $ 1,562,500 **PPU:** 15 **Anticipated Interest Rate:** 3.32%

Anticipated Annual Cost (Principal and Interest)**:** $ 134,259

Total Debt Service (Annual cost x Term)**:** $ 2,013,885

Finance Department: Interest rates from July 22, 2026 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: 07/23/2026

Approved By: Larry Soule Digitally signed by Larry Soule Date: 2026.07.23 15:32:40 -04'00'

Budget Director

Date:

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: BPL37 ☐ **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

90-114 Westmoreland Ave WHP ☐ CAPITAL BUDGET AMENDMENT

SECTION B - BONDING AUTHORIZATIONS

To be completed by Finance

Total Principal: $ 8,810,000 **PPU:** 30 **Anticipated Interest Rate:** 4.10%

Anticipated Annual Cost (Principal and Interest)**:** $ 520,068

Total Debt Service (Annual cost x Term)**:** $ 15,602,040

Finance Department: Interest rates from July 22, 2026 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: 07/23/2026

Approved By: Larry Soule Digitally signed by Larry Soule Date: 2026.07.23 15:33:22 -04'00'

Budget Director

Date:

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

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

81 ELLIOTT AVE YON ☐ CAPITAL BUDGET AMENDMENT

SECTION B - BONDING AUTHORIZATIONS

To be completed by Finance

Total Principal: $ 762,500 **PPU:** 15 **Anticipated Interest Rate:** 3.32%

Anticipated Annual Cost (Principal and Interest)**:** $ 65,409

Total Debt Service (Annual cost x Term)**:** $ 981,135

Finance Department: Interest rates from July 22, 2026 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: 07/23/2026

Approved By: Larry Soule Digitally signed by Larry Soule Date: 2026.07.23 15:16:05 -04'00'

Budget Director

Date:

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: BPL37 ☐ **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

81 ELLIOTT AVE YON ☐ CAPITAL BUDGET AMENDMENT

SECTION B - BONDING AUTHORIZATIONS

To be completed by Finance

Total Principal: $ 670,000 **PPU:** 30 **Anticipated Interest Rate:** 0.00%

Anticipated Annual Cost (Principal and Interest)**:** $ 39,409

Total Debt Service (Annual cost x Term)**:** $ 1,182,270

Finance Department: Interest rates from July 22, 2026 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: 07/23/2026

Approved By: Larry Soule Digitally signed by Larry Soule Date: 2026.07.23 15:17:48 -04'00'

Budget Director

Date:

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: B0125 ☐ **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

AMEND BA 11-2024 ☐ CAPITAL BUDGET AMENDMENT

SECTION B - BONDING AUTHORIZATIONS

To be completed by Finance

Total Principal: $ 2,850,000 **PPU:** 10 **Anticipated Interest Rate:** 3.17%

Anticipated Annual Cost (Principal and Interest)**:** $ 337,325

Total Debt Service (Annual cost x Term)**:** $ 3,373,250

Finance Department: Interest rates from July 24, 2026 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: 31

Prepared by: Robert Abbamont

Title: Director of Operations (Capital)

Department: Public Works/Transportation

Date: 07/24/2026

Approved By: Larry Soule Digitally signed by Larry Soule Date: 2026.07.28 14:29:12 -04'00'

Budget Director

Date:

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

SUBJECT: School Resource Officers - Lakeland SCD

X **NO FISCAL IMPACT PROJECTED**

OPERATING BUDGET IMPACT

SECTION A - FUND

X GENERAL FUND

AIRPORT FUND

SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense $ 827,592

Total Current Year Revenue $827,592

Source of Funds (check one): X Current Appropriations

Additional Appropriations

Transfer of Existing Appropriations

Other (explain)

Identify Accounts: 38-2000-1010/9230. Assign three uniformed police officers to act as School Resource Officers for the District.

Potential Related Operating Budget Expenses: Annual Amount $0

Describe:

Potential Related Operating Budget Revenues: Annual Amount $0

Describe: $0

Anticipated Savings to County and/or Impact on Department Operations:

Current Year: $0

Next Four Years: 2027 Expenses $850,351 and Revenue $850,351

2028 Expenses $873,736 and Revenue $873,736

2029 Expenses $897,764 and Revenue $897,764

2030 Expenses $922,452 and Revenue $922,452

Prepared by: Siva Gopalkrishna

Title: Director-Administrative Services

Department: Public Safety

Date: 06/30/2026

Approved by: Larry Soule Digitally signed by Larry Soule Date: 2026.07.28 14:29:13 -04'00'

Budget Director

Date: 07/01/2026

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: SY058 ☐ **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

Various Projects - Construction funding Flood Mitigation Program

☐ CAPITAL BUDGET AMENDMENT

SECTION B - BONDING AUTHORIZATIONS

To be completed by Finance

Total Principal: $ 850,000 **PPU:** 30 **Anticipated Interest Rate:** 4.27%

Anticipated Annual Cost (Principal and Interest)**:** $ 51,146

Total Debt Service (Annual cost x Term)**:** $ 1,534,380

Finance Department: Interest rates from July 24, 2026 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: 9

Prepared by: Dianne Vanadia

Title: Associate Budget Director

Department: Budget

Date: 07/27/2026

Approved By: Larry Soule Digitally signed by Larry Soule Date: 2026.07.27 16:14:19 -04'00'

Budget Director

Date:

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: RB03T ☐ **NO FISCAL IMPACT PROJECTED**

SECTION A - CAPITAL BUDGET IMPACT

To be completed by Budget

[X] GENERAL FUND [ ] AIRPORT FUND [ ] SPECIAL DISTRICTS FUND

Source of County Funds (check one)**:** [X] CURRENT APPROPRIATIONS

AMEND BA 166-219 [ ] CAPITAL BUDGET AMENDMENT

SECTION B - BONDING AUTHORIZATIONS

To be completed by Finance

Total Principal: $ 5,850,000 **PPU:** 30 **Anticipated Interest Rate:** 4.01%

Anticipated Annual Cost (Principal and Interest)**:** $ 341,262

Total Debt Service (Annual cost x Term)**:** $ 10,237,860

Finance Department: Interest rates from July 16, 2026 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: 64

Prepared by: Robert Abbamont

Title: Director of Operations (Capital)

Department: Public Works/Transportation

Date: 07/16/2026

Approved By: Larry Soule Digitally signed by Larry Soule Date: 2026.07.22 14:54:03 -04'00'

Budget Director

Date:

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: B0126 ☐ **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

AMEND BA 8-2024 ☐ CAPITAL BUDGET AMENDMENT

SECTION B - BONDING AUTHORIZATIONS

To be completed by Finance

Total Principal: $ 3,900,000 **PPU:** 10 **Anticipated Interest Rate:** 3.00%

Anticipated Annual Cost (Principal and Interest)**:** $ 457,829

Total Debt Service (Annual cost x Term)**:** $ 4,578,290

Finance Department: Interest rates from July 22, 2029 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: 42

Prepared by: Robert Abbamont

Title: Director of Operations (Capital)

Department: Public Works/Transportation

Date: 07/24/2026

Approved By: Larry Soule Digitally signed by Larry Soule Date: 2026.07.24 10:41:04 -04'00'

Budget Director

Date:

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: B0122 ☐ **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

AMEND BA 157-2021

☒ CAPITAL BUDGET AMENDMENT

SECTION B - BONDING AUTHORIZATIONS

To be completed by Finance

Total Principal: $ 1,650,000 **PPU:** 10 **Anticipated Interest Rate:** 3.17%

Anticipated Annual Cost (Principal and Interest)**:** $ 195,259

Total Debt Service (Annual cost x Term)**:** $ 1,952,590

Finance Department: Interest rates from July 24, 2026 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: 18

Prepared by: Robert Abbamont

Title: Director of Operations (Capital)

Department: Public Works/Transportation

Date: 07/24/2026

Approved By: Larry Soule Digitally signed by Larry Soule Date: 2026.07.25 18:54:17 -04'00'

Budget Director

Date:

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: BSS22 ☐ **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

Various Projects - Construction funding Flood Mitigation Program

☒ CAPITAL BUDGET AMENDMENT

SECTION B - BONDING AUTHORIZATIONS

To be completed by Finance

Total Principal: $ 11,100,000 **PPU:** 25 **Anticipated Interest Rate:** 3.75%

Anticipated Annual Cost (Principal and Interest)**:** $ 695,971

Total Debt Service (Annual cost x Term)**:** $ 17,399,275

Finance Department: Interest rates from July 9, 2026 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: 107

Prepared by: Thomas M. Rooney Jr.

Title: Reimbursement Manager

Department: Department of Social Services

Date: 07/16/2026

Approved By: Larry Soule Digitally signed by Larry Soule Date: 2026.07.23 15:00:15 -04'00'

Budget Director

Date:

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: B0116 ☐ **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

AMEND BA 5-2023 ☐ CAPITAL BUDGET AMENDMENT

SECTION B - BONDING AUTHORIZATIONS

To be completed by Finance

Total Principal: $ 3,000,000 **PPU:** 15 **Anticipated Interest Rate:** 3.16%

Anticipated Annual Cost (Principal and Interest)**:** $ 254,763

Total Debt Service (Annual cost x Term)**:** $ 3,821,445

Finance Department: Interest rates from July 9, 2026 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: 33

Prepared by: Robert Abbamont

Title: Director of Operations (Capital)

Department: Public Works/Transportation

Date: 07/14/2026

Approved By: Larry Soule Digitally signed by Larry Soule Date: 2026.07.15 16:19:21 -04'00'

Budget Director

Date:

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: SPK12 ☐ **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

AMEND BA 123-2025

☐ CAPITAL BUDGET AMENDMENT

SECTION B - BONDING AUTHORIZATIONS

To be completed by Finance

Total Principal: $ 5,790,000 **PPU:** 30 **Anticipated Interest Rate:** 3.97%

Anticipated Annual Cost (Principal and Interest)**:** $ 336,415

Total Debt Service (Annual cost x Term)**:** $ 10,092,450

Finance Department: Interest rates from July 9, 2026 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: 63

Prepared by: Jazmin Logan

Title: Environmental Project Director

Department: Environmental Facilities

Date: 07/16/2026

Approved By: Larry Soule Digitally signed by Larry Soule Date: 2026.07.16 12:27:45 -04'00'

Budget Director

Date:

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: BPL26 ☐ **NO FISCAL IMPACT PROJECTED**

SECTION A - CAPITAL BUDGET IMPACT

To be completed by Budget

☒ GENERAL FUND ☐ AIRPORT FUND ☐ SPECIAL DISTRICTS FUND

Source of County Funds (check one)**:** ☒ CURRENT APPROPRIATIONS

CUSHMAN ROAD SCD ☐ CAPITAL BUDGET AMENDMENT

SECTION B - BONDING AUTHORIZATIONS

To be completed by Finance

Total Principal: $ 900,000 **PPU:** 5 **Anticipated Interest Rate:** 2.53%

Anticipated Annual Cost (Principal and Interest)**:** $ 193,775

Total Debt Service (Annual cost x Term)**:** $ 968,875

Finance Department: Interest rates from July 9, 2026 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: 10

Prepared by: David Kvinge

Title: Assistant Commissioner

Department: Planning

Date: 07/13/2026

Approved By: Larry Soule Digitally signed by Larry Soule Date: 2026.07.15 16:43:35 -04'00'

Budget Director

Date:

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: BPL26 ☐ **NO FISCAL IMPACT PROJECTED**

SECTION A - CAPITAL BUDGET IMPACT

To be completed by Budget

☒ GENERAL FUND ☐ AIRPORT FUND ☐ SPECIAL DISTRICTS FUND

Source of County Funds (check one)**:** ☒ CURRENT APPROPRIATIONS

PLANS, SPECS AND ESTIMATES ☐ CAPITAL BUDGET AMENDMENT

SECTION B - BONDING AUTHORIZATIONS

To be completed by Finance

Total Principal: $ 3,500,000 **PPU:** 5 **Anticipated Interest Rate:** 2.53%

Anticipated Annual Cost (Principal and Interest)**:** $ 753,790

Total Debt Service (Annual cost x Term)**:** $ 3,768,950

Finance Department: Interest rates from July 9, 2026 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): $ 0

Potential Related Revenues (Annual): $ 0

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: 38

Prepared by: David Kvinge

Title: Assistant Commissioner

Department: Planning

Date: 07/13/2026

Approved By: Larry Soule Digitally signed by Larry Soule Date: 2026.07.14 09:38:32 -04'00'

Budget Director

Date:

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: BPL26 ☐ **NO FISCAL IMPACT PROJECTED**

SECTION A - CAPITAL BUDGET IMPACT

To be completed by Budget

☒ GENERAL FUND ☐ AIRPORT FUND ☐ SPECIAL DISTRICTS FUND

Source of County Funds (check one)**:** ☒ CURRENT APPROPRIATIONS

LOCKWOOD DRIVE PKS ☐ CAPITAL BUDGET AMENDMENT

SECTION B - BONDING AUTHORIZATIONS

To be completed by Finance

Total Principal: $ 225,000 **PPU:** 5 **Anticipated Interest Rate:** 2.53%

Anticipated Annual Cost (Principal and Interest)**:** $ 48,478

Total Debt Service (Annual cost x Term)**:** $ 242,390

Finance Department: Interest rates from July 9, 2026 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: 2

Prepared by: David Kvinge

Title: Assistant Commissioner

Department: Planning

Date: 07/13/2026

Approved By: Larry Soule Digitally signed by Larry Soule Date: 2026.07.15 09:49:04 -04'00'

Budget Director

Date:

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: BPL26/BPL47 ☐ **NO FISCAL IMPACT PROJECTED**

SECTION A - CAPITAL BUDGET IMPACT

To be completed by Budget

[X] GENERAL FUND [ ] AIRPORT FUND [ ] SPECIAL DISTRICTS FUND

Source of County Funds (check one)**:** [X] CURRENT APPROPRIATIONS

Various Projects - Construction funding Flood Mitigation Program [ ] CAPITAL BUDGET AMENDMENT

SECTION B - BONDING AUTHORIZATIONS

To be completed by Finance

Total Principal: $ 13,375,000 **PPU:** 30 **Anticipated Interest Rate:** 3.97%

Anticipated Annual Cost (Principal and Interest)**:** $ 776,674

Total Debt Service (Annual cost x Term)**:** $ 23,300,220

Finance Department: Interest rates from July 9, 2026 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: 145

Prepared by: David Kvinge

Title: Assistant Commissioner

Department: Planning

Date: 07/14/2026

Approved By: Larry Soule Digitally signed by Larry Soule Date: 2026.07.17 09:49:50 -04'00'

Budget Director

Date:

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

SUBJECT: Easement - 352 Yorktown Road, Croton-on-Hudson X **NO FISCAL IMPACT PROJECTED**

OPERATING BUDGET IMPACT

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 N/A

Describe: No direct upfront cost in the easement. Potential future cost- the County does agree to reimburse the Village 50% of cost it incurs to maintain and repair the Village utility poles and Village A-Phase Wire.

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: Li-Li Ng

Title: Budget Analyst

Department: Budget

Date: 07/15/2026

Approved by: Larry Soule Digitally signed by Larry Soule Date: 2026.07.17 09:40:50 -04'00'

Budget Director

Date: _____

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

SUBJECT: III-C2/NSIP **NO FISCAL IMPACT PROJECTED**

OPERATING BUDGET IMPACT

SECTION A - FUND

X GENERAL FUND AIRPORT FUND SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense $551,941

Total Current Year Revenue $551,941

Source of Funds (check one): X Current Appropriations Transfer of Existing Appropriations

Additional Appropriations Other (explain)

Identify Accounts: 263-85-T942 (III-C2); 263-85-T939 (NSIP)

Potential Related Operating Budget Expenses: Annual Amount $551,941

Describe: Funds from Federal Government are used to provide seniors with Home Delivered Meals, Nutrition Services Incentive Program, and supplement regional kitchen equipment, supplies, repairs, and vehicle expenses as needed.

Potential Related Operating Budget Revenues: Annual Amount $551,941

Describe: Funding received from the Federal Government under the Older Americans Act.

Anticipated Savings to County and/or Impact on Department Operations:

Current Year: Without these funds, the Department would not be able to provide seniors with Home Delivered Meals, Nutrition Services Incentive Program, and supplement regional kitchen equipment, supplies,

Next Four Years: Estimated to be the same as above each year.

Prepared by: Sherine Kurien

Title: Acting Director of Program Development

Department: Senior Programs and Services

Date: 06/01/2026

Approved by: Larry Soule Digitally signed by Larry Soule Date: 2026.07.17 09:40:50 -04'00'

Budget Director

Date:

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

SUBJECT: III-C1/NSIP **NO FISCAL IMPACT PROJECTED**

OPERATING BUDGET IMPACT

SECTION A - FUND

X GENERAL FUND AIRPORT FUND SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense $885,720

Total Current Year Revenue $885,720

Source of Funds (check one): X Current Appropriations Transfer of Existing Appropriations

Additional Appropriations Other (explain)

Identify Accounts: 263-85-T941 (III-C1); 263-85-T939 (NSIP)

Potential Related Operating Budget Expenses: Annual Amount $885,720

Describe: Funds from Federal Government are used to provide seniors with Congregate Meals, Nutrition Services Incentive Program, and supplement regional kitchen equipment, supplies, repairs, and vehicle expenses as needed.

Potential Related Operating Budget Revenues: Annual Amount $885,720

Describe: Funding received from the Federal Government under the Older Americans Act.

Anticipated Savings to County and/or Impact on Department Operations:

Current Year: Without these funds, the Department would not be able to provide seniors with Congregate Meals, Nutrition Services Incentive Program, and supplement regional kitchen equipment, supplies, repairs, ar

Next Four Years: Estimated to be the same as above each year.

Prepared by: Sherine Kurien

Title: Acting Director of Program Development

Department: Senior Programs and Services

Date: 06/01/2026

Approved by: Larry Soule Digitally signed by Larry Soule Date: 2026.07.17 09:40:50 -04'00'

Budget Director

Date:

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

SUBJECT: III-B Funds **NO FISCAL IMPACT PROJECTED**

OPERATING BUDGET IMPACT

SECTION A - FUND

X GENERAL FUND AIRPORT FUND SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense $230,021

Total Current Year Revenue $230,021

Source of Funds (check one): X Current Appropriations Transfer of Existing Appropriations

Additional Appropriations Other (explain)

Identify Accounts: 263-85-T686

Potential Related Operating Budget Expenses: Annual Amount $230,021

Describe: Funds from Federal Government are used to provide transportation services to Seniors in Westchester County.

Potential Related Operating Budget Revenues: Annual Amount $230,021

Describe: Funding received from the Federal Government under the Older Americans Act.

Anticipated Savings to County and/or Impact on Department Operations:

Current Year: Without these funds, the Department would not be able to provide transportation services to Seniors in Westchester County.

Next Four Years: Estimated to be the same as above each year.

Prepared by: Sherine Kurien

Title: Acting Director of Program Development

Department: Senior Programs and Services

Date: 06/01/2026

Approved by: Larry Soule Digitally signed by Larry Soule Date: 2026.07.17 09:40:50 -04'00'

Budget Director

Date:

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

SUBJECT: WIN/NSIP **NO FISCAL IMPACT PROJECTED**

OPERATING BUDGET IMPACT

SECTION A - FUND

X GENERAL FUND AIRPORT FUND SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense $1,389,555

Total Current Year Revenue $1,389,555

Source of Funds (check one): X Current Appropriations Transfer of Existing Appropriations

Additional Appropriations Other (explain)

Identify Accounts: 263-85-T928 (WIN); 263-85-T939 (NSIP)

Potential Related Operating Budget Expenses: Annual Amount $1,389,555

Describe: Funds from the New York State Office for the Aging for Wellness in Nutrition to be expended on providing Home Delivered Meals and Nutrition Services Incentive Program.

Potential Related Operating Budget Revenues: Annual Amount $1,389,555

Describe: Funding received from the New York State Office for the Aging for the Wellness in Nutrition program.

Anticipated Savings to County and/or Impact on Department Operations:

Current Year: Without these funds, the Department would not be able to provide Home Delivered Meals and Nutrition Services Incentive Program to seniors in Westchester County.

Next Four Years: Estimated to be the same as above each year.

Prepared by: Sherine Kurien

Title: Acting Director of Program Development

Department: Senior Programs and Services

Date: 06/12/2026

Approved by: Larry Soule Digitally signed by Larry Soule Date: 2026.07.17 09:40:50 -04'00'

Budget Director

Date:

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

SUBJECT: NYS TRANS **NO FISCAL IMPACT PROJECTED**

OPERATING BUDGET IMPACT

SECTION A - FUND

X GENERAL FUND AIRPORT FUND SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense $52,697

Total Current Year Revenue $52,697

Source of Funds (check one): X Current Appropriations Transfer of Existing Appropriations

Additional Appropriations Other (explain)

Identify Accounts: 263-85-T813

Potential Related Operating Budget Expenses: Annual Amount $52,697

Describe: Funds from New York State Office for the Aging for State Transportation to be expended on providing supplemental funding for transportation operations at existing nutrition sites.

Potential Related Operating Budget Revenues: Annual Amount $52,697

Describe: Funding received from New York State Office for the Aging for the State Transportation program.

Anticipated Savings to County and/or Impact on Department Operations:

Current Year: Without these funds, the Department would not be able to provide supplemental funding to expand existing nutrition sites and supportive services transportation operations throughout the County.

Next Four Years: Estimated to be the same as above each year.

Prepared by: Sherine Kurien

Title: Acting Director of Program Development

Department: Senior Programs and Services

Date: 06/12/2026

Approved by: Larry Soule Digitally signed by Larry Soule Date: 2026.07.17 09:40:50 -04'00'

Budget Director

Date:

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

SUBJECT: EISEP **NO FISCAL IMPACT PROJECTED**

OPERATING BUDGET IMPACT

SECTION A - FUND

X GENERAL FUND AIRPORT FUND SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense $110,534

Total Current Year Revenue $110,534

Source of Funds (check one): X Current Appropriations Transfer of Existing Appropriations

Additional Appropriations Other (explain)

Identify Accounts: 263-85-T048

Potential Related Operating Budget Expenses: Annual Amount $110,534

Describe: Funds from New York State Office for the Aging for Expanded In-Home Services to the Elderly to be expended on providing Case Management services.

Potential Related Operating Budget Revenues: Annual Amount $110,534

Describe: Funding received from New York State Office for the Aging for Expanded In-Home Services to the Elderly.

Anticipated Savings to County and/or Impact on Department Operations:

Current Year: Without these funds, the Department would not be able to provide Case Management services to seniors in Westchester County.

Next Four Years: Estimated to be the same as above each year.

Prepared by: Sherine Kurien

Title: Acting Director of Program Development

Department: Senior Programs and Services

Date: 06/12/2026

Approved by: Larry Soule Digitally signed by Larry Soule Date: 2026.07.17 09:40:50 -04'00'

Budget Director

Date:

WESTCHESTER COUNTY
Kenneth W. Jenkins, County Executive
Lawrence C. Soule, Budget Director
Department of the Budget

FISCAL IMPACT STATEMENT

SUBJECT: CSE **NO FISCAL IMPACT PROJECTED**

OPERATING BUDGET IMPACT

SECTION A - FUND

X GENERAL FUND AIRPORT FUND SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense $287,233

Total Current Year Revenue $287,233

Source of Funds (check one): X Current Appropriations Transfer of Existing Appropriations

Additional Appropriations Other (explain)

Identify Accounts: 263-85-T047

Potential Related Operating Budget Expenses: Annual Amount $287,233

Describe: Funds from New York State Office for the Aging for Community Services for the Elderly to be expended on providing Case Management, Information & Assistance, and Transportation services.

Potential Related Operating Budget Revenues: Annual Amount $287,233

Describe: Funding received from New York State Office for the Aging for Community Services for the Elderly.

Anticipated Savings to County and/or Impact on Department Operations:

Current Year: Without these funds, the Department would not be able to provide Case Management, Information & Assistance, and Transportation services.

Next Four Years: Estimated to be the same as above each year.

Prepared by: Sherine Kurien

Title: Acting Director of Program Development

Department: Senior Programs and Services

Date: 06/12/2026

Approved by: Larry Soule Digitally signed by Larry Soule Date: 2026.07.17 09:40:50 -04'00'

Budget Director

Date: