

Board of Legislators Meeting Agenda



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

Monday, February 9, 2026

7:00 PM

Legislative Chamber

Regular Meeting

CALENDAR 4 (CONSENT)

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

February 2, 2026, 7pm, Regular Meeting

PUBLIC COMMENT

Speakers _____

PUBLIC HEARING

1. [2026-5](#) **PH-Sewer District Mod-Add-Somers**

A Public Hearing on "AN ACT to modify the Peekskill Sanitary Sewer District by the addition of two (2) parcels of property located in the Town of Somers." [Public Hearing set for February 9, 2026 at 7:30 p.m.]. ACT INTRO: 2026-6.

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

Speakers _____

*Please see: Standing Committee Item 2026-6 for back-up.

UNFINISHED BUSINESS

I. COMMUNICATIONS

A. COUNTY EXECUTIVE**1. [2026-56](#) REAPPT-Hispanic Advisory Board-Beltran**

A RESOLUTION reappointing Luis Beltran as a member of the Westchester County Hispanic Advisory Board for the term January 1, 2026 to December 31, 2027.

COMMITTEE REFERRAL: COMMITTEE ON APPOINTMENTS

2. [2026-57](#) REAPPT-Hispanic Advisory Board-Muchuca

A RESOLUTION reappointing Linda Muchuca as a member of the Westchester County Hispanic Advisory Board for the term January 1, 2026 to December 31, 2027.

COMMITTEE REFERRAL: COMMITTEE ON APPOINTMENTS

3. [2026-58](#) REAPPT-Hispanic Advisory Board-Alzate

A RESOLUTION to reappoint Juliana C. Alzate as a member of the Westchester County Hispanic Advisory Board for the term January 1, 2026 to December 31, 2027.

COMMITTEE REFERRAL: COMMITTEE ON APPOINTMENTS

4. [2026-59](#) REAPPT-Hispanic Advisory Board-Martinez-Lopez

A RESOLUTION reappointing Dr. Carmen L. Martinez-Lopez as a member of the Westchester County Hispanic Advisory Board for the term January 1, 2026 to December 31, 2027.

COMMITTEE REFERRAL: COMMITTEE ON APPOINTMENTS

5. [2026-60](#) REAPPT-Asian American Advisory Board-Anandu

A RESOLUTION to reappoint Dr. Nandini Anandu, MD, FACP, as a member of the Westchester County Asian American Advisory Board for the term January 1, 2026 to December 31, 2027.

COMMITTEE REFERRAL: COMMITTEE ON APPOINTMENTS

6. [2026-61](#) REAPPT-Asian American Advisory Board-Park

A RESOLUTION to reappoint John Yun Mo Park as a member of the Westchester County Asian American Advisory Board for the term January 1, 2026 to December 31, 2027.

COMMITTEE REFERRAL: COMMITTEE ON APPOINTMENTS

7. [2026-62](#) REAPPT-Asian American Advisory Board-Sato

A RESOLUTION reappointing Koji Sato as a member of the Westchester County Asian American Advisory Board for the term January 1, 2026 to December 31, 2027.

COMMITTEE REFERRAL: COMMITTEE ON APPOINTMENTS

8. [2026-63](#) REAPPT-Airport Advisory Board-Cresenzi

A RESOLUTION reappointing Salvatore M. Cresenzi as a member of the Westchester County Airport Advisory Board for the term January 1, 2026 to December 31, 2028.

COMMITTEE REFERRAL: COMMITTEE ON APPOINTMENTS

9. [2026-64](#) REAPPT-Parks, Recreation & Conservation Bd-Rogowsky

A RESOLUTION to reappoint Martin Rogowsky as a member of the Westchester County Parks, Recreation and Conservation Board for the term January 1, 2026 to December 31, 2028.

COMMITTEE REFERRAL: COMMITTEE ON APPOINTMENTS

10. [2026-65](#) REAPPT-Parks, Recreation & Conservation Bd-Seligman

A RESOLUTION to reappoint Joel Seligman as a member of the Westchester County Parks, Recreation and Conservation Board for the term January 1, 2026 to December 31, 2028.

COMMITTEE REFERRAL: COMMITTEE ON APPOINTMENTS

11. [2026-66](#) REAPPT-Community Services Board-Haagen

A RESOLUTION to reappoint Dr. Elaine K. Haagen as a member of the Westchester County Community Services Board for the term January 1, 2026 to December 31, 2029.

COMMITTEE REFERRAL: COMMITTEE ON APPOINTMENTS

12. [2026-67](#) REAPPT-Transportation Board-Wynkoop

A RESOLUTION to reappoint Catherine H. Wynkoop as a member of the Westchester County Transportation Board for the term January 1, 2026 to December 31, 2028.

COMMITTEE REFERRAL: COMMITTEE ON APPOINTMENTS

13. [2026-68](#) BOND ACT(Amended)-RB03L-3078-Pondfield Road West Over Bronx River, Bronxville-Yonkers

A BOND ACT (Amended) authorizing the issuance of additional bonds of Westchester County in the amount of TEN MILLION, SEVEN HUNDRED TWENTY THOUSAND (\$10,720,000) DOLLARS, making the total amount ELEVEN MILLION, SEVEN HUNDRED FIFTY THOUSAND (\$11,750,000) DOLLARS to finance Capital Project RB03L - Pondfield Road West Over Bronx River, Bronxville-Yonkers.

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

SI. 14. [2026-74](#) ENV RES-RKD02-Kensico Dam Plaza Storage Building

AN ENVIRONMENTAL RESOLUTION determining that there will be no significant adverse impact on the environment from Capital Project RKD02 - Kensico Dam Plaza Storage Building.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS,

INFRASTRUCTURE & HOUSING AND PARKS & ENVIRONMENT**SI. 15.2026-75 CBA-RKD02-Kensico Dam Plaza Storage Building**

AN ACT amending the 2026 County Capital Budget Appropriations for Capital Project RKD02 - Kensico Dam Plaza Storage Building.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS, INFRASTRUCTURE & HOUSING AND PARKS & ENVIRONMENT

SI. 16.2026-76 BOND ACT(Amended)-RKD02-Kensico Dam Plaza Storage Building

A BOND ACT (Amended) authorizing the issuance of TWO MILLION, FIVE HUNDRED THOUSAND (\$2,500,000) DOLLARS of additional bonds of Westchester County, making the total amount TEN MILLION, THREE HUNDRED FIFTY THOUSAND (\$10,350,000) DOLLARS to finance Capital Project RKD02 - Kensico Dam Plaza Storage Building.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS, INFRASTRUCTURE & HOUSING AND PARKS & ENVIRONMENT

SI. 17.2026-77 BOND ACT-RGP15-General Infrastructure-Fuel Tank Replacement '24-'28

A BOND ACT authorizing the issuance of EIGHT HUNDRED THOUSAND (\$800,000) DOLLARS in bonds of Westchester County to finance Capital Project RGP 15 - General Infrastructure-Fuel Tank Replacement '24-'28.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS, INFRASTRUCTURE & HOUSING AND PARKS & ENVIRONMENT

SI. 18.2026-78 BOND ACT-BPS42-Firing Range Rehabilitation

A BOND ACT authorizing the issuance of EIGHT HUNDRED SEVENTY-FIVE THOUSAND (\$875,000) DOLLARS in bonds of Westchester County to finance Capital Project BPS42 - Firing Range Rehabilitation.

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

B. COUNTY ATTORNEY**SI. 1. 2026-79 Act - DEF/EPA Consent Agreement**

AN ACT authorizing the Commissioner of the Department of Environmental Facilities to Enter Into a Consent Agreement and Final Order with the U.S. Environmental Protection Agency to settle a Civil Administrative Proceeding entitled In the Matter of Westchester County Department of Environmental Facilities Brockway Place Transfer Station, 75 Brockway Place, White Plains, NY 10601 SPIDES Permit No. NYR00C354.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND LITIGATION

C. LEGISLATORS**D. OTHERS****II. NOTICES & PETITIONS****1. [2026-70](#) CLERK OF THE BOARD - Village of Port Chester PILOT Agreement - 70 Abendroth Avenue Project**

Forwarding from the Village of Port Chester an Application for Real Property Tax Exemption and a PILOT Agreement for the project at 70 Abendroth Avenue, Town of Rye, Village of Port Chester. (Please note the Survey Instrument is available for review in the Office of the Clerk).

FOR INFORMATIONAL PURPOSES ONLY - NO COMMITTEE REFERRAL NECESSARY

SI. 2. [2026-71](#) CLERK OF THE BOARD - WC IDA Amended Application for Real Property Tax Exemption - 10 Dr. Martin Luther King Jr. Blvd., WP

Forwarded by the Clerk of the Board, an Amended "Application for Real Property Tax Exemption" from the Westchester County Industrial Development Agency for the project located at 10 Dr. Martin Luther King Jr. Blvd., White Plains, NY.

FOR INFORMATIONAL PURPOSES ONLY - NO COMMITTEE REFERRAL NECESSARY

SI. 3. [2026-72](#) CLERK OF THE BOARD - Expiration of Tax Agreements for KRG White Plains City Center

Forwarding the expiration of tax agreements for KRG White Plains City Center, LLC (the "Company") and The Tower at City Place Condominium (f/k/a Trump Tower at City Center Condominium ("Tower") as ultimate successors in interest to LC White Plains, LLC with the County of Westchester Industrial Development Agency (the "Agency").

FOR INFORMATIONAL PURPOSES ONLY - NO COMMITTEE REFERRAL NECESSARY

SI. 4. [2026-73](#) CLERK OF THE BOARD - HG II Residential Developer LLC and County of Westchester IDA, Amended and Restated PILOT Agreement and "Application for Real Property Tax Exemption"

Forwarding from the Westchester County Industrial Development Agency an Amended "Application for Real Property Tax Exemption" and an Amended and Restated PILOT Agreement for the property located at 20 Barker Avenue, White Plains.

FOR INFORMATIONAL PURPOSES ONLY - NO COMMITTEE REFERRAL NECESSARY

III. STANDING COMMITTEES**1. [2026-6](#) ACT-Sewer District Mod-Add-Somers**

AN ACT to modify the Peekskill Sanitary Sewer District by the addition of two (2) parcels of property located in the Town of Somers.

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

ACT _____ - 2026 VOTE _____

SI. 2. [2026-13](#) BOND ACT(Amended)-RBR07-Bronx River Pathway Reconstruction

A BOND ACT (Amended) authorizing the issuance of an additional ONE MILLION, SEVEN HUNDRED THOUSAND (\$1,700,000) DOLLARS in bonds of Westchester County making the total amount ELEVEN MILLION, ONE HUNDRED THIRTY THOUSAND (\$11,130,000) DOLLARS to finance Capital Project RBR07 - Bronx River Pathway Reconstruction.

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

BOND ACT _____ - 2026 VOTE _____

SI. 3. [2026-23](#) ACT - Workers Comp Settlement M.S.

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.

SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND LITIGATION

ACT _____ - 2026 VOTE _____

SI. 4. [2026-24](#) ACT - Insurance Settlement Claims

AN ACT authorizing the County Attorney to settle the insurance claims and resulting insurance coverage dispute with Berkshire Hathaway Direct Insurance Company, f/k/a American Centennial Insurance Company ("ACIC"), for THREE HUNDRED SIX THOUSAND (\$306,000) DOLLARS.

SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND LITIGATION

ACT _____ - 2026 VOTE _____

SI. 5. [2026-27](#) ACT - Retainer Amendment with Sheppard Mullin

AN ACT authorizing the County of Westchester to amend a retainer agreement with the law firm of Sheppard, Mullin, Richter & Hampton LLP, for the provision of outside counsel legal services in connection with a default (the "Default") by Custom Marine, Inc. ("Custom") under Department of Public Works & Transportation (the "Department") Contract No. 12-517-REV, in order to increase the authorized not-to-exceed amount of the Agreement by NINE THOUSAND (\$9,000) DOLLARS.

SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND LITIGATION

ACT _____ - 2026 VOTE _____

SI. 6. [2026-33](#) ACT - Lawsuit Settlement of Jefferson v. Westchester County, etc.

AN ACT authorizing the County Attorney to settle the lawsuit of Syreeta L. Jefferson v. Westchester County; Archdiocese of New York; St. Cabrini Home; Missionary Sisters of the

Sacred Heart of Jesus; Redemptorists of the Baltimore Province a/k/a The Redemptorists; and Does1-10, in the amount of SEVEN HUNDRED FIFTY THOUSAND (\$750,000) DOLLARS, inclusive of attorney's fees.

SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND LITIGATION

ACT _____ - 2026 VOTE _____

SI. 7. [2026-40](#) CBA-RP056-Playland Infrastructure, Rides and Site Work

AN ACT amending the 2025 County Capital Budget Appropriations for Capital Project RP056 - Playland Infrastructure, Rides and Site Work.

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

ACT _____ - 2026 VOTE _____

SI. 8. [2026-41](#) 2025 Operating Budget Amendment-RP056-Playland Infrastructure, Rides and Site Work

AN ACT to amend the 2025 Operating Budget in connection with Capital Project RP056 - Playland Infrastructure, Rides and Site Work.

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

ACT _____ - 2026 VOTE _____

SI. 9. [2026-42](#) BOND ACT(Amended)-RP056-Playland Infrastructure, Rides and Site Work

A BOND ACT (Amended) to increase the amount of bonds authorized by Bond Act No. 83-2025 in connection with the resolution of a dispute entitled "Arbitration between the County of Westchester and Standard Amusements LLC a.k.a. Arbitration Proceeding." This would authorize the issuance of THIRTY-SIX MILLION, FIVE HUNDRED NINETEEN THOUSAND, TWO HUNDRED NINETY-FOUR (\$36,519,294) DOLLARS in bonds of Westchester County.

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

BOND ACT _____ - 2026 VOTE _____

SI. 10. [2026-50](#) ACT - Lawsuit Settlement of Gabari v. Westchester County, et al.

AN ACT authorizing the County Attorney to settle the lawsuit of Melanie Gabari v. The County of Westchester, Jeffrey Munson, George Munson and Carol Munson in the amount of SEVEN HUNDRED FIFTY THOUSAND (\$750,000) DOLLARS, inclusive of attorney's fees.

SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND LITIGATION

ACT _____ - 2026 VOTE _____

SI. 11. [2026-55](#) ACT - Lawsuit Settlement Pompey v. Westchester County

AN ACT authorizing the County Attorney to settle the lawsuit of Pompey v. Westchester County in the amount of TWO HUNDRED THOUSAND (\$200,000) DOLLARS, inclusive of all

costs and attorney fees.

SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND LITIGATION

ACT _____ - 2026

VOTE _____

SI. 12.2026-48

APPT-Deputy County Executive-McDonald

A RESOLUTION appointing Joan McDonald as the Deputy County Executive of Westchester County, effective February 1, 2026.

COMMITTEE REFERRAL: COMMITTEE ON APPOINTMENTS

RESOLUTION _____ - 2026

VOTE _____

IV. SPECIAL ORDERS

MOTIONS, RESOLUTIONS & CALL OF THE DISTRICTS

1. 2026-69 MEMORIAL RESOLUTIONS 2-2026

HON. MARGARET A. CUNZIO: Marie P. Jones, Ann McGuire

HON. JUDAH HOLSTEIN: Elaine McCombe Pagliaroli

HON. JAMES NOLAN: Edward Magilton

HON. DAVID J. TUBIOLO: Anna Bohan

HON. EMILJANA ULAJ: Richard Leon Szkodzinski, Malcolm Netburn

ADJOURNMENT

Next Meeting: March 2, 2026 at 7pm.

RESOLUTION NO. 2026 –

RESOLVED, that this Board hold a public hearing on the proposed modification to the Peekskill Sanitary Sewer District by the addition of two (2) parcels of property located in the Town of Somers, more particularly described as 0 Route 6, Sec. 4,20, Block 1, Lot 12; and Sec. 15.08, Block 1, Lot 4, pursuant to Section 237.131 of the Laws of Westchester County. The public hearing will be held at 7:30 P.M. on the 9 day of February, 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. Such Notice shall be substantially in the form attached hereto.



Kenneth W. Jenkins
County Executive

WHEREAS, the term of Luis Beltran, as a member of the Westchester County Hispanic 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 Luis Beltran, 20 Forest Avenue, Ossining, New York as a member of the Westchester County Hispanic Advisory Board, for the term January 1, 2026 to December 31, 2027.

**Given under my hand
and seal this 1st day
of January, 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



Kenneth W. Jenkins
County Executive

December 8, 2025

Mr. Luis Beltran
20 Forest Ave
Ossining, NY 10562

Dear Luis,

It is my pleasure to reappoint you to serve on the Westchester County Hispanic Advisory Board, effective January 1, 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 to be interviewed.

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,

A handwritten signature in black ink, appearing to be "KWJ", written over a horizontal line.

Kenneth W. Jenkins
Westchester County Executive

KWJ/ts

cc: **Honorable Board of Legislators**
Joan McDonald, Director of Operations

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

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

County Executive Kenneth W. Jenkins' Office

PLEASE PRINT

DATE: 07/9/2025

	PRINT FULL NAME	PHONE NUMBER	E-MAIL ADDRESS	ORGANIZATION	VISITING	TIME IN
1	Luis Maria Jr.	914-557-2691	mmaria139@optonline.net	Yonkers Hispanic Cultural Edm	Hispanic Advisory Board	1755
2	Wilfredo M. Soto	914-643-2392	wmsoto@sunriver.org	Sun River Health	Hispanic Adv.	6:00 am
3	Carmen L. Matig		carmen.matig@post.suny-wcc.edu	SUNY WCC	HAB	5:40
4	Juliana Alzate	(914) 218-0065	Juliana.alzate.01@gmail.com	Port Chester	Hispanic Advisory	6:05
5	Hector Lopez	914-906-4890	DOC1081@AOL.COM	NEW YORK HALEO	WCHAB	6:02
6	Alex Acaro	914-426-5166	acaroaalex91@gmail.com	County Executive		6:07
7	Sabriela Gonzalez	914 281 4462	sgonzalez1519@gmail.com		Hispanic Advisory Board	6:05
8	Gina Scutelnick Todoran	212 346 1026	gscutelnick@pace.edu	Pace U.	HAB	6:05
9	Rebecca Tekula	917 687 7888	rtekula@pace.edu	Pace U.	HAB	6:00
10	Linda Machuca	917 937 6848	lindamachuca9@gmail.com	Cancer Support Community	NICT HAB	6:00
11	Mary Fay	914-610-8538	M.Fasack48@gmail.com	Women United of Westchester	HAB	6:10
12	Andres Castillo Quintana	914-334-2288	acastillo@bedfordny.gov	Bedford Town Board	HAB	6:12
13	Luis Carlos Beltran	914 658 0276	Beltranluis@gmail.com	Town of Greenburgh	HAB	6:15
14	David Duarte	(914) 953-5983	duarte.d@outlook.com	SBA	Hispanic Advisory	6:05
15	SERGIO SERATTO	914 804 8942	sergio.seratto@ny.edu		Hispanic Advisory	6:45
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17						
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**COUNTY OF WESTCHESTER
OATH OF OFFICE**

For Appointees to County Boards and Commissions

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

I, Luis C Beltran 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 Hispanic Advisory Board in and for the
(Name of Board)

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

Date: 1/8/26

[Signature]
(Signature)

Sworn to and subscribed before me this 8th day of January
2026.

[Signature]
(Signature)

Julie B. Jalca
(Print or Type Name)

Notary Public
(Title of Official Administering Oath)

JULIE B. JALCA
NOTARY PUBLIC STATE OF NEW YORK
WESTCHESTER
LIC. #01JA8393703
COMM EXP. June 24, 2027

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

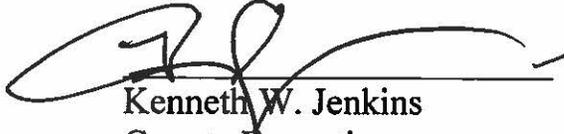


Kenneth W. Jenkins
County Executive

WHEREAS, the term of Linda Muchuca, as a member of the Westchester County Hispanic 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 Linda Muchuca, 125 Wagner Avenue, Mamaroneck, New York as a member of the Westchester County Hispanic Advisory Board, for the term January 1, 2026 to December 31, 2027.

Given under my hand
and seal this 1st day
of January, 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



Kenneth W. Jenkins
County Executive

December 8, 2025

Ms. Linda Muchuca
125 Wagner Ave
Mamaroneck, NY 10543

Dear Linda,

It is my pleasure to reappoint you to serve on the Westchester County Hispanic Advisory Board, effective January 1, 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 to be interviewed.

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,

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

Kenneth W. Jenkins
Westchester County Executive

KWJ/ts

cc: Honorable Board of Legislators
Joan McDonald, Director of Operations

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

County Executive Kenneth W. Jenkins' Office

PLEASE PRINT

DATE: 07/9/2025

	PRINT FULL NAME	PHONE NUMBER	E-MAIL ADDRESS	ORGANIZATION	VISITING	TIME IN
1	Luis Maria Jr.	914-557-2691	mmaria139@optonline.net	Yorkos Hispanic Cultural Edm	Hispanic Advisory Board	1755
2	Wilfredo M. S. R.	914-643-2639	wmsrte@sunriver.org	Sun River Health	Hispanic Adv.	6:00
3	Carmen L. Matig		carmen.matig@psd.org	SUNY WCC	HAB	5:40
4	Juliana Alzate	(914) 218-0065	Juliana.alzate.01@gmail.com	Port Chester	Hispanic Advisory	6:05
5	Hector Lopez	914-906-4890	DOC1081@AOL.COM	NEW YORK HALEO	WCHAB	6:02
6	Alex Acaro	914-426-5166	acaroaalex91@gmail.com	County Executive		6:07
7	Gabriela Gonzalez	914 281 4462	ggonzalez1519@gmail.com		Hispanic Advisory Board	6:05
8	Gina Scutelnick Odoran	212 346 1026	gscutelnick@pace.edu	Pace U.	HAB	6:05
9	Rebecca Tekula	917 687 7888	rtekula@pace.edu	Pace U.	HAB	6:00
10	Linda Machuca	917 937 6848	lindamachuca9@gmail.com	Cancer Support Community NYCT	HAB	6:00
11	Mary Fack	914-610-8538	M.Fack48@gmail.com	Women United of Westchester	HAB	6:10
12	Andres Castillo Quintana	914-334-2288	acastillo@bedfordny.gov	Bedford Town Board	HAB	6:12
13	Luis Carlos Beltran	914 658-0276	Beltranluis@gmail.com	Town of Greenburgh	HAB	6:10
14	Dani Duarte	(914) 953-5983	duarte.d@outlook.com	SBA	Hispanic Advisory	6:05
15	SERGIO SERATO	914-804-8942	sergio.serato@nyu.edu		Hispanic Advisory	6:45
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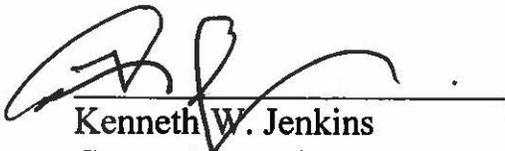


Kenneth W. Jenkins
County Executive

WHEREAS, the term of Juliana C. Alzate, as a member of the Westchester County Hispanic 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 Juliana C. Alzate, 63 Upland Street, Port Chester, New York as a member of the Westchester County Hispanic Advisory Board, for the term January 1, 2026 to December 31, 2027.

**Given under my hand
and seal this 1st day
of January, 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



Kenneth W. Jenkins
County Executive

December 8, 2025

Ms. Juliana C. Alzate
63 Upland Street
Port Chester, NY 10573

Dear Juliana,

It is my pleasure to reappoint you to serve on the Westchester County Hispanic American Advisory Board, effective January 1, 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 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,

A handwritten signature in black ink that reads "Ken Jenkins". The signature is written in a cursive, flowing style.

Kenneth W. Jenkins
Westchester County Executive

KWJ/ts

cc: Honorable Board of Legislators
Joan McDonald, Director of Operations

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

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

Westchester County Executive Branch - Member Attendance

Hispanic Advisory Board

Member	Jan 15, 2025	Jul 09, 2025	Sep 10, 2025	TOTALS
Juliana Alzate	P	P	P	100.0%
Mariana Alonzo-Jusufa		A		0.0%
Wilfredo Morel		P		33.33%
Sergio Serrato	P	P		66.67%
Julieta Parra McPherson		A		0.0%
Luis Beltran		P	P	66.67%
Maritza Fasack	P	P		66.67%
Lizette Taylor	P	A	P	66.67%
Alex E Acaro	P	P	E	66.67%
Gabriela Gonzalez	P	P		66.67%
Cesar E. Vidal	P	A		33.33%
Linda Machuca	P	P		66.67%
David Duarte	P	P	P	100.0%
Hector Lopez		P		100.0%
Dr. Carmen Leonor Martinez-Lopez		P		100.0%
Luis Muniz		P		50.0%
Evelyn Alizea-Santiago		A		0.0%
Shirley Acevedo-Buomtempo		A		0.0%
Denise Miranda		A	P	50.0%
Andres Castillo-Quintana			P	100.0%
Dr. Carmen Leonor Martinez-Lopez			P	100.0%
Hector Lopez			P	100.0%

Present:	9	12	8	78.38%
Absent:	0	7	0	18.92%

Excused:

0

0

1

2.7%

* P = Present

* A = Absent

* E = Excused

* C = Canceled

ce Report - 2025

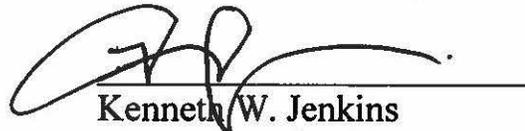


Kenneth W. Jenkins
County Executive

WHEREAS, the term of Dr. Carmen L. Martinez-Lopez, as a member of the Westchester County Hispanic 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 Dr. Carmen L. Martinez-Lopez, 233 Palmer Avenue, #3B, New Rochelle, New York as a member of the Westchester County Hispanic Advisory Board, for the term January 1, 2026 to December 31, 2027.

**Given under my hand
and seal this 1st day
of January, 2026.**



Kenneth W. Jenkins
County Executive

Office of the County Executive

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

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

westchestercountyny.gov



Kenneth W. Jenkins
County Executive

December 4, 2025

Dr. Carmen L. Martinez-Lopez
2333 Palmer Avenue, #3B
New Rochelle, NY 10801

Dear Dr. Martinez-Lopez,

It is my pleasure to reappoint you to serve on the Westchester County Hispanic Advisory Board, effective January 1, 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 to be interviewed.

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,

A handwritten signature in black ink, appearing to be "KWJ", written over a horizontal line.

Kenneth W. Jenkins
Westchester County Executive

KWJ/ts

cc: **Honorable Board of Legislators**
Joan McDonald, Director of Operations

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

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

Westchester County Executive Branch - Member Attendance

Hispanic Advisory Board

Member	Jan 15, 2025	Jul 09, 2025	Sep 10, 2025	TOTALS
Juliana Alzate	P	P	P	100.0%
Mariana Alonzo-Jusufa		A		0.0%
Wilfredo Morel		P		33.33%
Sergio Serrato	P	P		66.67%
Julieta Parra McPherson		A		0.0%
Luis Beltran		P	P	66.67%
Maritza Fasack	P	P		66.67%
Lizette Taylor	P	A	P	66.67%
Alex E Acaro	P	P	E	66.67%
Gabriela Gonzalez	P	P		66.67%
Cesar E. Vidal	P	A		33.33%
Linda Machuca	P	P		66.67%
David Duarte	P	P	P	100.0%
Hector Lopez		P		100.0%
Dr. Carmen Leonor Martinez-Lopez		P		100.0%
Luis Muniz		P		50.0%
Evelyn Alizea-Santiago		A		0.0%
Shirley Acevedo-Buomtempo		A		0.0%
Denise Miranda		A	P	50.0%
Andres Castillo-Quintana			P	100.0%
Dr. Carmen Leonor Martinez-Lopez			P	100.0%
Hector Lopez			P	100.0%

Present:	9	12	8	78.38%
Absent:	0	7	0	18.92%

Excused: 0 0 1 2.7%

* P = Present

* A = Absent

* E = Excused

* C = Canceled

ce Report - 2025

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

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

I, Carmen L. Martinez-Lopez 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 Hispanic Advisory Board and for the
(Name of Board)

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

Date: 12/23/25

[Signature]
(Signature)

Sworn to and subscribed before me this 23 day of December,
2025.

[Signature]
(Signature)

Timothy E. J. J. J.
(Print or Type Name)

County Clerk
(Title of Official Administering Oath)

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

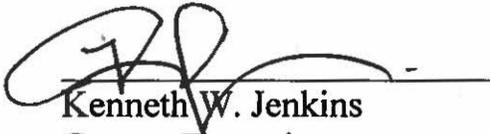


Kenneth W. Jenkins
County Executive

WHEREAS, the term of Dr. Nandini Anandu, MD, FACP, as a member of the Westchester County Asian American 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 Dr. Nandini Anandu, MD, FACP, 64 Witherbee Avenue, Pelham Manor, New York as a member of the Westchester County Asian American Advisory Board, for the term January 1, 2026 to December 31, 2027.

**Given under my hand
and seal this 1st day
of January, 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



Kenneth W. Jenkins
County Executive

December 4, 2025

Dr. Nandini Anandu, MD, FACP
64 Witherbee Avenue
Pelham Manor, NY 10803

Dear Nandini,

It is my pleasure to reappoint you to serve on the Westchester County Asian-American Advisory Board, effective January 1, 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 to be interviewed.

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,

A handwritten signature in black ink, appearing to be "KWJ", written over a faint, illegible stamp or background.

Kenneth W. Jenkins
Westchester County Executive

KWJ/ts

cc: **Honorable Board of Legislators**
Joan McDonald, Director of Operations

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

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

Westchester County Executive Branch - Member Attendan

Asian American Advisory Board

Member	Mar 21, 2025	TOTALS
Vinay Gupta		0.0%
Marjorie Hsu		0.0%
May Tang		0.0%
Anjali Chen		0.0%
John Yun Mo Park		0.0%
Sharleen A. Bailon		0.0%
Dr. Nandini Anandu		0.0%
Danish Syed		0.0%
Dr. Diana Pan		0.0%
Jeanhee Chung		0.0%
Kasama Star		0.0%
Tony Kollarmalil		0.0%
Lillian Wu		0.0%
Kojo Sato		0.0%
Jin Whang		0.0%
William Kaung		0.0%
Dr. Bhavana Pahwa		0.0%
Vincent Young		0.0%
Howard Shih		0.0%

Present:	0	0.0%
Absent:	0	0.0%
Excused:	0	0.0%

* P = Present

- * A = Absent
- * E = Excused
- * C = Canceled

ce Report - 2025



Kenneth W. Jenkins
County Executive

WHEREAS, the term of John Yun Mo Park, as a member of the Westchester County Asian American 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 John Yun Mo Park, 62 Somerset Drive, Yonkers, New York as a member of the Westchester County Asian American Advisory Board, for the term January 1, 2026 to December 31, 2027.

**Given under my hand
and seal this 1st day
of January, 2026.**



Kenneth W. Jenkins
County Executive

A handwritten signature in black ink, appearing to be "K. W. Jenkins", is written over a horizontal line. Below the line, the name "Kenneth W. Jenkins" and the title "County Executive" are printed in a bold, sans-serif font.

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



Kenneth W. Jenkins
County Executive

December 4, 2025

Mr. John Yun Mo Park
62 Somerset Drive
Yonkers, NY 10710

Dear John,

It is my pleasure to reappoint you to serve on the Westchester County Asian-American Advisory Board, effective January 1, 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 to be interviewed.

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,

A handwritten signature in black ink, appearing to read "KWJ", with a long, sweeping underline that extends to the right.

Kenneth W. Jenkins
Westchester County Executive

KWJ/ts

cc: Honorable Board of Legislators
Joan McDonald, Director of Operations

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

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

Westchester County Executive Branch - Member Attendance

Asian American Advisory Board

Member	Mar 21, 2025	TOTALS
Vinay Gupta		0.0%
Marjorie Hsu		0.0%
May Tang		0.0%
Anjali Chen		0.0%
John Yun Mo Park		0.0%
Sharleen A. Bailon		0.0%
Dr. Nandini Anandu		0.0%
Danish Syed		0.0%
Dr. Diana Pan		0.0%
Jeanhee Chung		0.0%
Kasama Star		0.0%
Tony Kollarmalil		0.0%
Lillian Wu		0.0%
Kojo Sato		0.0%
Jin Whang		0.0%
William Kaung		0.0%
Dr. Bhavana Pahwa		0.0%
Vincent Young		0.0%
Howard Shih		0.0%

Present:	0	0.0%
Absent:	0	0.0%
Excused:	0	0.0%

* P = Present

- * A = Absent
- * E = Excused
- * C = Canceled

ce Report - 2025

COUNTY OF WESTCHESTER OATH OF OFFICE

For Appointees to County Boards and Commissions

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

I, John" Yun mo, Park 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 Asian American Advisory in and for the
(Name of Board)

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

Date: 12.20.2025

[Signature]
(Signature)

Sworn to and subscribed before me this 31st day of December,
2025.

[Signature]
(Signature)

Steven Silverman
(Print or Type Name)

Notary
(Title of Official Administering Oath)

STEVEN SILVERMAN
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 0196633376
Qualified in Westchester County
Commission Expires: 1/23/2029

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



Kenneth W. Jenkins
County Executive

WHEREAS, the term of Koji Sato, as a member of the Westchester County Asian American 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 Koji Sato, 116 Devoe Road, Chappaqua, New York as a member of the Westchester County Asian American Advisory Board, for the term January 1, 2026 to December 31, 2027.

Given under my hand
and seal this 1st day
of January, 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



Kenneth W. Jenkins
County Executive

December 4, 2025

Mr. Koji Sato
116 Devoe Road
Chappaqua, NY 10514

Dear Koji,

It is my pleasure to reappoint you to serve on the Westchester County Asian-American Advisory Board, effective January 1, 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 to be interviewed.

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,

A handwritten signature in black ink, appearing to be "KWJ", written over a horizontal line.

Kenneth W. Jenkins
Westchester County Executive

KWJ/ts

cc: Honorable Board of Legislators
Joan McDonald, Director of Operations

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

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

Westchester County Executive Branch - Member Attendance

Asian American Advisory Board

Member	Mar 21, 2025	TOTALS
Vinay Gupta		0.0%
Marjorie Hsu		0.0%
May Tang		0.0%
Anjali Chen		0.0%
John Yun Mo Park		0.0%
Sharleen A. Bailon		0.0%
Dr. Nandini Anandu		0.0%
Danish Syed		0.0%
Dr. Diana Pan		0.0%
Jeanhee Chung		0.0%
Kasama Star		0.0%
Tony Kollarmalil		0.0%
Lillian Wu		0.0%
Kojo Sato		0.0%
Jin Whang		0.0%
William Kaung		0.0%
Dr. Bhavana Pahwa		0.0%
Vincent Young		0.0%
Howard Shih		0.0%

Present:	0	0.0%
Absent:	0	0.0%
Excused:	0	0.0%

* P = Present

- * A = Absent
- * E = Excused
- * C = Canceled

ce Report - 2025



Kenneth W. Jenkins
County Executive

WHEREAS, the term of Salvatore M. Cresenzi, as a member of the Westchester County Airport 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 Salvatore M. Cresenzi, 13 Holly Lane, Rye Brook, New York as a member of the Westchester County Airport Advisory Board, for the term January 1, 2026 to December 31, 2028.

**Given under my hand
and seal this 1st day
of January, 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



Kenneth W. Jenkins
County Executive

November 26, 2025

Mr. Salvatore M. Cresenzi
13 Holly Lane
Rye Brook, NY 10573

Dear Salvatore,

It is my pleasure to reappoint you to the Westchester County Airport Advisory Board, effective Thursday, January 1, 2026. This appointment is for a term to expire on December 31, 2028.

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 to be interviewed.

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,

A handwritten signature in black ink that reads "Ken Jenkins". The signature is written in a cursive, flowing style.

Kenneth W. Jenkins
Westchester County Executive

GL/ts

cc: Honorable Board of Legislators
Joan McDonald, Director of Operations
Hugh Greechan, Commissioner, DPW&T

2026 ATTENDANCE RECORDS: AIRPORT ADVISORY BOARD											
<u>NAME</u>	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUNE</u>	<u>JULY</u>	<u>AUG</u>	<u>SEPT</u>	<u>OCT</u>	<u>NOV</u>
Nancy Barr	X										
Salvatore Cresenzi	X										
Gregory Elders	X										
David Gelfarb	X										
Nicholas T. Hartman	X										
Stacey Lora	A										
Michael Pollack	X										
Zach Silber	X										
Daniel Smith	X										
John Woolley, Jr., P.E.	X										
<u>Legend</u>											
X = attended											
A = absent											
E = excused											
C = meeting cancelled											



Kenneth W. Jenkins
County Executive

WHEREAS, the term of Martin Rogowsky, as a member of the Westchester County Parks, Recreation and Conservation 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 Martin Rogowsky, 20 Bardion Lane, Harrison, New York as a member of the Westchester County Parks, Recreation and Conservation Board, for the term January 1, 2026 to December 31, 2028.

**Given under my hand
and seal this 1st day
of January, 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



Kenneth W. Jenkins
County Executive

November 26, 2025

Mr. Martin Rogowsky
20 Bardion Lane
Harrison, NY 10528

Dear Marty,

It is my pleasure to reappoint you to serve on the Westchester County Parks, Recreation, and Conservation Board, effective Thursday, January 1, 2026. This appointment is for a term to expire on December 31, 2028.

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 to be interviewed.

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, which includes the filing of a financial disclosure statement with the County Board of Ethics.

Warmest wishes for a successful tenure.

Very Truly Yours,

A handwritten signature in black ink that reads "Ken Jenkins". The signature is written in a cursive, flowing style.

Kenneth W. Jenkins
Westchester County Executive

KWJ/ts

cc: Honorable Board of Legislators
Joan McDonald, Director of Operations
Kathleen O'Connor, Commissioner, Parks, Recreation & Conservation

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

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

Westchester County Executive Branch - Member Attendance

Parks, Recreation, and Conservation Board

Member	Jan 16, 2025	Feb 20, 2025	Mar 20, 2025
Charlene Indelicato	P	A	P
Vishnu Patel	P	P	P
Joel Seligman	P	P	P
Martin Kamarck	P	P	P
Debra Clay	P	P	A
Pamela Dubitsky	P	P	P
Sobeida Cruz	P	A	P
Martin Rogowsky	P	P	P
Benjamin Boykin	P	P	P
J. Henry Neale, Jr.	P	P	P
Blanca Lopez			
Hugh Greechan			

Present:	10	8	9
Absent:	0	2	1
Excused:	0	0	0

- * P = Present
- * A = Absent
- * E = Excused
- * C = Canceled

Attendance Report - 2025

Apr 17, 2025	May 15, 2025	Jun 26, 2025	Jul 17, 2025	Sep 18, 2025	Oct 16, 2025
P	A	A	P	P	
P	P	P	P	P	
P	P	P	P	A	
P	A	A	A	A	
P	P	A	P	P	
A	P	P	A	P	
P	P	A	P	P	
P	P	P	A		
A	A	P	A	A	
P	P	P	P	P	
		P	P	P	

8
2
0

7
3
0

7
4
0

7
4
0

7
3
0

0
0
0



Nov 20, 2025	Dec 18, 2025	TOTALS
		45.45%
		72.73%
		63.64%
		36.36%
		54.55%
		54.55%
		54.55%
		54.55%
		36.36%
		72.73%
		27.27%
		0.0%

0	0	76.83%
0	0	23.17%
0	0	0.0%



Kenneth W. Jenkins
County Executive

WHEREAS, the term of Joel Seligman, as a member of the Westchester County Parks, Recreation and Conservation 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 Joel Seligman 21 Kitchawan Road, Pound Ridge, New York as a member of the Westchester County Parks, Recreation and Conservation Board, for the term January 1, 2026 to December 31, 2028.

**Given under my hand
and seal this 1st day
of January, 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



Kenneth W. Jenkins
County Executive

November 26, 2025

Mr. Joel Seligman
21 Kitchawan Road
Pound Ridge, NY 10576

Dear Joel,

It is my pleasure to reappoint you to serve on the Westchester County Parks, Recreation, and Conservation Board, effective Thursday, January 1, 2026. This appointment is for a term to expire on December 31, 2028.

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 to be interviewed.

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, which includes the filing of a financial disclosure statement with the County Board of Ethics.

Warmest wishes for a successful tenure.

Very Truly Yours,

Kenneth W. Jenkins
Westchester County Executive

KWJ/ts

cc: Honorable Board of Legislators
Joan McDonald, Director of Operations
Kathleen O’Connor, Commissioner, Parks, Recreation & Conservation

Westchester County Executive Branch - Member Attendance

Parks, Recreation, and Conservation Board

Member	Jan 16, 2025	Feb 20, 2025	Mar 20, 2025
Charlene Indelicato	P	A	P
Vishnu Patel	P	P	P
Joel Seligman	P	P	P
Martin Kamarck	P	P	P
Debra Clay	P	P	A
Pamela Dubitsky	P	P	P
Sobeida Cruz	P	A	P
Martin Rogowsky	P	P	P
Benjamin Boykin	P	P	P
J. Henry Neale, Jr.	P	P	P
Blanca Lopez			
Hugh Greechan			

Present:	10	8	9
Absent:	0	2	1
Excused:	0	0	0

- * P = Present
- * A = Absent
- * E = Excused
- * C = Canceled

Attendance Report - 2025

Apr 17, 2025	May 15, 2025	Jun 26, 2025	Jul 17, 2025	Sep 18, 2025	Oct 16, 2025
P	A	A	P	P	
P	P	P	P	P	
P	P	P	P	A	
P	A	A	A	A	
P	P	A	P	P	
A	P	P	A	P	
P	P	A	P	P	
P	P	P	A		
A	A	P	A	A	
P	P	P	P	P	
		P	P	P	

8
2
0

7
3
0

7
4
0

7
4
0

7
3
0

0
0
0



Nov 20, 2025	Dec 18, 2025	TOTALS
		45.45%
		72.73%
		63.64%
		36.36%
		54.55%
		54.55%
		54.55%
		54.55%
		36.36%
		72.73%
		27.27%
		0.0%

0	0	76.83%
0	0	23.17%
0	0	0.0%



Kenneth W. Jenkins
County Executive

WHEREAS, the term of Dr. Elaine K. Haagen, as a member of the Westchester County Community Services 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 Dr. Elaine K. Haagen, 20 Newberry Place, Rye, New York as a member of the Westchester County Community Services Board, for the term January 1, 2026 to December 31, 2029.

**Given under my hand
and seal this 1st day
of January, 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



Kenneth W. Jenkins
County Executive

November 26, 2025

Dr. Elaine K. Haagen, MD
20 Newberry Place
Rye, NY 10580

Dear Dr. Haagen,

It is my pleasure to reappoint you to the Westchester County Community Services Board, effective Thursday, January 1, 2026. This appointment is for a term to expire on December 31, 2029.

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 to be interviewed.

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,

A handwritten signature in black ink that reads "Ken Jenkins". The signature is written in a cursive, flowing style.

Kenneth W. Jenkins
Westchester County Executive

GL/ts

cc: Honorable Board of Legislators
Joan McDonald, Director of Operations
Michael Orth, Commissioner, Dept. of Community Mental Health

Westchester County Executive Branch - Member Attendance

Community Services Board

Member	Jun 12, 2025	Oct 09, 2025	Dec 11, 2025	TOTALS
Jewel Williams Johnson	P	P		100.0%
Elaine Bryant	P	P		100.0%
Barbara Bernstein	P	P	P	100.0%
Stephanie Marquesano	E	P	P	66.67%
Barbara Masur	P	E	P	66.67%
Stephanie Keegan				0.0%
Dr. Elaine K Haagen	P	P	P	100.0%
Kathy Schiavi	P	P	P	100.0%
Rev. Dr. Erwin L Trollinger	P	P	A	66.67%
Dr. Kay Scott, PhD	P	P	P	100.0%
Dr. Bangaruraju Kolanuvada	A	E	P	33.33%
Marie M Considine	P	P	P	100.0%
Kerry Whelan-Megley	P	P	P	100.0%
Dr. John Douglas		P		50.0%

Present:	10	11	9	85.71%
Absent:	1	0	1	5.71%
Excused:	1	2	0	8.57%

- * P = Present
- * A = Absent
- * E = Excused
- * C = Canceled

Report - 2025



Kenneth W. Jenkins
County Executive

WHEREAS, the term of Catherine H. Wynkoop, as a member of the Westchester County Transportation 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 Catherine H. Wynkoop, 10 Tatomuck Road, Pound Ridge, New York as a member of the Westchester County Transportation Board, for the term January 1, 2026 to December 31, 2028.

Given under my hand
and seal this 1st day
of January, 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



Kenneth W. Jenkins
County Executive

November 26, 2025

Ms. Catherine H. Wynkoop
10 Tatomuck Road
Pound Ridge, NY 10576

Dear Catherine,

It is my pleasure to reappoint you to serve on the Westchester County Transportation Board, effective Thursday, January 1, 2026. This appointment is for a term to expire on December 31, 2028.

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 to be interviewed.

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, which includes the filing of a financial disclosure statement with the County Board of Ethics.

Warmest wishes for a successful tenure.

Very Truly Yours,

A handwritten signature in black ink that reads "Ken Jenkins". The signature is written in a cursive, flowing style.

Kenneth W. Jenkins
Westchester County Executive

KWJ/ts

cc: Honorable Board of Legislators
Joan McDonald, Director of Operations
Hugh Greechan, Commissioner, DPW&T

Westchester County Executive Branch - Member Attendar

Transportation Board

Member	Jan 24, 2025	Mar 07, 2025	May 30, 2025	Aug 08, 2025	Oct 03, 2025
Thomas J Ross	P	P	P	P	P
Paul Presendieu	P	P	A	P	P
Catherine Wynkoop	P	P	P	P	P
Blanca Lopez	A	P	P	P	P
Rhonda Herman	P			P	
David Kim	P	E	P		P
Heliana Higbie	P	P	P	P	P
Hugh Greechan	A	P	P	P	

Present:	6	6	6	7	6
Absent:	2	0	1	0	0
Excused:	0	1	0	0	0

- * P = Present
- * A = Absent
- * E = Excused
- * C = Canceled

nce Report - 2025

Dec 12, 2025	TOTALS
	83.33%
	66.67%
	83.33%
	66.67%
	50.0%
	50.0%
	83.33%
	50.0%

0	88.57%
0	8.57%
0	2.86%

**COUNTY OF WESTCHESTER
OATH OF OFFICE**

For Appointees to County Boards and Commissions

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

I, CATHERINE H. WYNKOOP 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 TRANSPORTATION BOARD in and for the
(Name of Board)

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

Date: 12/22/2025 Catherine Wynkoop
(Signature)

Sworn to and subscribed before me this 22 day of December,
2025.

Regina Dimenna
(Signature)

Regina DiMenna
(Print or Type Name)

(Title of Official Administering Oath)

REGINA DIMENNA
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01D14959351
Qualified in Putnam County
Commission Expires 11 27, 2029

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



Kenneth W. Jenkins
County Executive

January 26, 2026

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

Dear Honorable Members of the Board of Legislators:

Transmitted herewith for your review and approval is an amended bond act ("Bond Act") which, if adopted, would authorize the County of Westchester ("County") to issue additional bonds in the amount of \$10,720,000.00 to finance the following capital project:

RB03L (3078) Pondfield Road West Over Bronx River, Bronxville-Yonkers ("RB03L").

The proposed Bond Act in the total amount of \$11,750,000.00, which includes \$1,030,000.00 in previously authorized bonds of the County, is necessary to finance the cost of the reconstruction of the Pondfield Road Bridge over the Bronx River in the Village of Bronxville and the City of Yonkers, including construction, construction management, replacement of the bridge superstructure with a precast rigid frame arch structure, stone facing, stone-faced precast concrete parapets/spandrel walls, and associated work.

The Department of Public Works and Transportation ("Department") has advised that this bridge, which has an annual daily traffic count ("AADT") of 5,530, 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 4.31. 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.

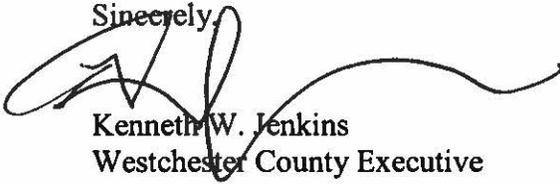
Design is currently underway and is expected to be completed by the first quarter of 2026. It is anticipated that the design work will be completed using outside consultants. It is anticipated that construction will take approximately twenty-four months and will begin after award and execution of the construction contracts.

It should be noted that your Honorable Board has previously authorized the County to issue bonds in connection with RB03L as follows: Bond Act No. 217-2016 in the amount of \$1,030,000.00, which authorized financing for the cost of planning and design for the reconstruction of the Pondfield Road Bridge over the Bronx River in the Village of Bronxville and the City of Yonkers. This bond has not been sold. It is now requested that Bond Act No. 217-2016 be amended to increase the initial amount authorized by \$10,720,000.00, for a total authorized amount, as amended, of \$11,750,000.00, and to revise the scope of Bond Act No. 217-2016 to include costs related to the reconstruction of the Pondfield Road Bridge over the Bronx River in the Village of

Bronxville and the City of Yonkers, including the construction, construction management, and replacement of the bridge, and to increase the period of probable usefulness of the RB03L bonds.

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

Sincerely,

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

Kenneth W. Jenkins
Westchester County Executive

HJG/RA/mcz

**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 (“Bond Act”) in the total amount of \$11,750,000.00, which includes \$1,030,000.00 in previously authorized bonds of the County, to finance Capital Project RB03L (3078) Pondfield Road West Over Bronx River, Bronxville-Yonkers. The Bond Act, which was prepared by the law firm Harris Beach Murtha PLLC, is required to finance costs associated with the reconstruction of the Pondfield Road Bridge over the Bronx River in the Village of Bronxville and the City of Yonkers, including construction, construction management, replacement of the bridge superstructure with a precast rigid frame arch structure, stone facing, stone-faced precast concrete parapets/spandrel walls, and associated work.

The Department of Public Works and Transportation (“Department”) has advised that this bridge, which has an annual daily traffic count (“AADT”) of 5,530, 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 4.31. 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 underway and is expected to be completed by the first quarter of 2026. It is anticipated that the design work will be completed using outside consultants. It is anticipated that construction will take approximately twenty-four months 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 in connection with RB03L as follows: Bond Act No. 217-2016 in the amount of \$1,030,000.00, which authorized financing for the cost of planning and design for the reconstruction of the Pondfield Road Bridge over the Bronx River in the Village of Bronxville and the City of Yonkers. This bond has not been sold. It is now requested that Bond Act No. 217-2016 be amended to increase the initial amount authorized by \$10,720,000.00, for a total authorized amount, as amended, of \$11,750,000.00, and to revise the scope of Bond Act No. 217-2016 to

include costs related to the reconstruction of the Pondfield Road Bridge over the Bronx River in the Village of Bronxville and the City of Yonkers, including the construction, construction management, and replacement of the bridge, and to increase the period of probable usefulness of the RB03L bonds.

The Department of Planning has advised your Committee that based on its review, RB037 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 further environmental review is required. Your Committee has reviewed the annexed SEQR documentation and concurs with this recommendation.

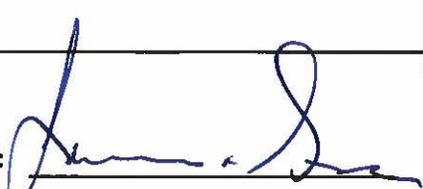
It should be noted that an affirmative vote of two-thirds of the members of your Honorable Board is required to adopt the Bond Act. Your Committee has carefully considered and recommends approval of the proposed Bond Act.

Dated: _____, 2026.
White Plains, New York

COMMITTEE ON

s/mcz/1.26.2026

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: <u>RB03L</u>		<input type="checkbox"/> NO FISCAL IMPACT PROJECTED	
SECTION A - CAPITAL BUDGET IMPACT To Be Completed by Budget			
<input checked="" type="checkbox"/> GENERAL FUND	<input type="checkbox"/> AIRPORT FUND	<input type="checkbox"/> SPECIAL DISTRICTS FUND	
Source of County Funds (check one):		<input checked="" type="checkbox"/> Current Appropriations	<input type="checkbox"/> Capital Budget Amendment
SECTION B - BONDING AUTHORIZATIONS To Be Completed by Finance			
Total Principal	\$ 11,750,000	PPU 30	Anticipated Interest Rate 4.00%
Anticipated Annual Cost (Principal and Interest):	\$ 686,075		
Total Debt Service (Annual Cost x Term):	\$ 20,582,245		
Finance Department:	maab 1-20-26		
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:	128		
Prepared by:	<u>Robert Abbamont</u>	Reviewed By:	
Title:	<u>Dir. Of Operations (Capital)</u>		
Department:	<u>DPWT</u>	<u>du 1/20/26</u>	Budget Director
Date:	<u>1/20/26</u>	Date:	<u>1/20/26</u>

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

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

DATE: January 15, 2026

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT:
RB03L PONDFIELD ROAD WEST OVER BRONX RIVER,
BRONXVILLE/YONKERS (BIN3348600)**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on 12/04/2025 (Unique ID: 3078)

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

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

COMMENTS: The bridge is a contributing resource to the Bronx River Parkway Reservation, which is listed on the National Register of Historic Places. The bridge reconstruction has been designed to retain the same architectural features, an arch bridge with the same vertical clearance and stone façade using the same stones, which has met the approval of SHPO. The project includes the removal of a number of trees in close proximity of the bridge. A mitigation plan has been prepared by the Department of Parks, Recreation and Conservation to offset the removal of the trees within the Bronx River Parkway Reservation with a more holistic approach. Mitigation work may include the removal of invasive species, as well as the re-planting of diverse native trees and shrubs in key areas of the Reservation, which may also qualify as a Type II action pursuant to section 617.5(c)(8).

DSK/oav

cc: Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Lawrence Soule, Budget Director
Tami Altschiller, Assistant Chief Deputy County Attorney
Dianne Vanadia, Associate Budget Director
Robert Abbamont, Director of Operations, Department of Public Works & Transportation
Robert Lopane, Director of Program Development – PRC Planning
Susan Darling, Chief Planner
Claudia Maxwell, Principal Environmental Planner

ACT NO. -20__

BOND ACT OF THE COUNTY OF WESTCHESTER, NEW YORK, AMENDING AND RESTATING THE BOND ACT ADOPTED JUNE 20, 2016 IN RELATION TO FINANCING THE COST FOR THE RECONSTRUCTION OF THE PONDFIELD ROAD BRIDGE OVER THE BRONX RIVER IN THE VILLAGE OF BRONXVILLE AND THE CITY OF YONKERS AT THE TOTAL ESTIMATED COST OF \$11,750,000. (Adopted , 20__).

WHEREAS, this Board of Legislators (the “Board”) has heretofore duly authorized the issuance of bonds to finance the planning costs for the reconstruction of the Pondfield Road Bridge over the Bronx River in the Village of Bronxville and the City of Yonkers at the estimated maximum cost of \$1,030,000, pursuant to Act No. 217-2016 duly adopted on June 20, 2016, 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 construction of such improvements, and it is necessary to increase the appropriation for such project by \$10,720,000 for a total maximum cost of \$11,750,000; 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:

Error! Unknown document property name.

Section (A). The bond act duly adopted by this Board on June 20, 2016,
entitled:

“(BOND) ACT NO. 217-2016

BOND ACT AUTHORIZING THE ISSUANCE OF \$1,030,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF PLANNING RECONSTRUCTION OF THE PONDFIELD ROAD BRIDGE OVER THE BRONX RIVER IN THE VILLAGE OF BRONXVILLE AND THE CITY OF YONKERS; STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$1,030,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$1,030,000 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:

Error! Unknown document property name.

BOND ACT OF THE COUNTY OF WESTCHESTER, NEW YORK, AMENDING AND RESTATING THE BOND ACT ADOPTED JUNE 20, 2016 IN RELATION TO FINANCING THE COST FOR RECONSTRUCTION OF THE PONDFIELD ROAD BRIDGE OVER THE BRONX RIVER IN THE VILLAGE OF BRONXVILLE AND THE CITY OF YONKERS; STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$11,750,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$11,750,000 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, \$11,750,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the cost of the reconstruction of the Pondfield Road Bridge over the Bronx River in the Village of Bronxville and the City of Yonkers, including construction, construction management, replacement of the bridge superstructure with a precast rigid frame arch structure, stone facing, stone-faced precast concrete parapets/spandrel walls, and associated work; all as set forth in the County's current **Error! Unknown document property name.**

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 \$11,750,000. The plan of financing includes the issuance of \$11,750,000 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. 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 \$11,750,000. This Act is a declaration of official intent adopted pursuant to the requirements of Treasury Regulation Section 1.150-2.

Section 4. Subject to the provisions of this Act and of the Law, and pursuant to the provisions of §30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals thereof, and of §§50.00, 56.00 to 60.00 and 168.00 of said Law, the powers and

Error! Unknown document property name.

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:

Error! Unknown document property name.

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

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

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

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

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

Section (B). The amendment and restatement of the bond act set forth in Section (A) of this act shall in no way affect the validity of the liabilities incurred, obligations issued, or action taken pursuant to said bond act, and all such liabilities incurred, obligations issued, or action taken shall be deemed to have been incurred, issued or taken pursuant to said bond act, as so amended.

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

* * *

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

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

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

(SEAL)

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

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 20, 2016 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, 2016 IN RELATION TO FINANCING THE COST FOR RECONSTRUCTION OF THE PONDFIELD ROAD BRIDGE OVER THE BRONX RIVER IN THE VILLAGE OF BRONXVILLE AND THE CITY OF YONKERS; STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$11,750,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$11,750,000 BONDS HEREIN AUTHORIZED TO FINANCE SUCH COST; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted _____, 20__)..

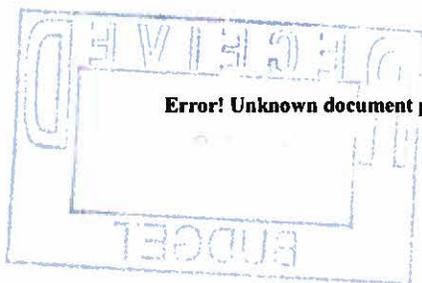
object or purpose: to finance the cost for the reconstruction of the Pondfield Road Bridge over the Bronx River in the Village of Bronxville and the City of Yonkers, construction, construction management, replacement of the bridge superstructure with a precast rigid frame arch structure, stone facing, stone-faced precast concrete parapets/spandrel walls, and associated work; all as set forth in the County's 20__ Capital Budget, as amended

amount of obligations to be issued: \$11,750,000; forty (40) years
and period of probable usefulness:

Dated: _____, 20__
White Plains, New York

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

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CAPITAL PROJECT FACT SHEET

Project ID:* CBA **Fact Sheet Date:***
01-02-2026
RB03L

Fact Sheet Year:* **Project Title:*** **Legislative District ID:**
2026 PONDFIELD ROAD WEST OVER 15,
BRONX RIVER,
BRONXVILLE/YONKERS (BIN
3348600)

Category* **Department:*** **CP Unique ID:**
ROADS & BRIDGES PUBLIC WORKS 3078

Overall Project Description

This project will fund replacement of bridge superstructure with a pre-cast rigid frame/arch structure including stone facing to provide similar appearance to the existing. Stone parapets will also be replaced with stone-faced pre-cast concrete parapets/spandrel walls. Structure is 53' long and 55' wide, a total of 2,901 square feet. The structure was built in 1911.

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

FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2026	2027	2028	2029	2030	Under Review
Gross	11,750	9,150	2,600	0	0	0	0	0
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	11,750	9,150	2,600	0	0	0	0	0

Expended/Obligated Amount (in thousands) as of : 757

Current Bond Description: Funding is requested for construction and construction management associated with the replacement of the bridge superstructure with a precast rigid frame arch structure, including stone facing to provide a similar appearance to the existing bridge. The stone parapets will also be replaced with stone-faced precast concrete parapets/spandrel walls.

Financing Plan for Current Request:

Non-County Shares:	\$ 0
Bonds/Notes:	10,720,000
Cash:	0
Total:	\$ 10,720,000

SEQR Classification:

TYPE II

Amount Requested:

10,720,000

Expected Design Work Provider:

- County Staff Consultant Not Applicable

Comments:

BCR: 4.31 (2025); AADT: 5,530

Energy Efficiencies:

Appropriation History:

Year	Amount	Description
2015	500,000	DESIGN
2016	8,250,000	DESIGN, CONSTRUCTION AND CONSTRUCTION MANAGEMENT
2019	400,000	COST ESCALATION
2026	2,600,000	INCREASED CONSTRUCTION COSTS

Total Appropriation History:

11,750,000

Financing History:

Year	Bond Act #	Amount	Issued	Description
16	217	1,030,000	0	PONDFIELD ROAD BRIDGE PLANNING RECONSTRUCTIONS

Total Financing History:

1,030,000

Recommended By:

Department of Planning
DVWA

Date
12-04-2025

Department of Public Works
RJB4

Date
12-05-2025

Budget Department
DEV9

Date
12-05-2025

Requesting Department
RJB4

Date
12-05-2025

PONDFIELD ROAD WEST OVER BRONX RIVER, BRONXVILLE/YONKERS (BIN 3348600) (RB03L)

User Department : Public Works
Managing Department(s) : Public Works ;
Estimated Completion Date: TBD

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

FIVE YEAR CAPITAL PROGRAM (in thousands)

	Est Ult Cost	Appropriated	Exp / Obl	2026	2027	2028	2029	2030	Under Review
Gross	11,750	9,150	757	2,600					
Non County Share									
Total	11,750	9,150	757	2,600					

Project Description

This project will fund replacement of bridge superstructure with a pre-cast rigid frame/arch structure including stone facing to provide similar appearance to the existing. Stone parapets will also be replaced with stone-faced pre-cast concrete parapets/spandrel walls. Structure is 53' long and 55' wide, a total of 2,901 square feet. The structure was built in 1911.

Current Year Description

The current year request funds increased construction costs.

Current Year Financing Plan

Year	Bonds	Cash	Non County Shares	Total
2026	2,600,000			2,600,000

Impact on Operating Budget

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

Appropriation History

Year	Amount	Description	Status
2015	500,000	Design	DESIGN
2016	8,250,000	Design, construction and construction management	\$530,000 DESIGN ; \$7,720,000 - AWAITING BOND AUTHORIZATION
2019	400,000	Cost escalation	AWAITING BOND AUTHORIZATION
Total	9,150,000		

Prior Appropriations

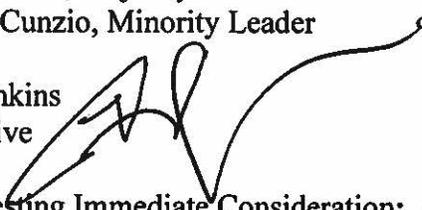
	Appropriated	Collected	Uncollected
Bond Proceeds	9,150,000		9,150,000
Total	9,150,000		9,150,000

Bonds Authorized

Bond Act	Amount	Date Sold	Amount Sold	Balance
217 16	1,030,000			1,030,000
Total	1,030,000			1,030,000

February 5, 2026

TO: Hon. Vedat Gashi, Chair
Hon. Terry Clements, Vice Chair
Hon. Judah Holstein, Majority Leader
Hon. Margaret Cunzio, Minority Leader

FROM: Kenneth W. Jenkins
County Executive 

RE: Message Requesting Immediate Consideration: **CBA & Amended Bond Act – RKD02 –Kensico Dam Plaza Storage Building.**

This will confirm my request that the Board of Legislators allow submission of the referenced communication to be submitted to the Board of Legislators February 9, 2026 Agenda.

Transmitted herewith for your review and approval is an Act which, if adopted, would authorize the County of Westchester (“County”) to amend its current year Capital Budget (“Capital Budget Amendment”), as well to as adopt a related amended bond act (“Amended Bond Act”) to finance the following capital project: RKD02.

Therefore, since this communication is of the utmost importance, it is respectfully submitted that the County Board of Legislators accepts this submission for February 9, 2026 “blue sheet” calendar.

Thank you for your prompt attention to this matter.



Kenneth W. Jenkins
Westchester County Executive

February 4, 2026

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

Dear Members of the Board of Legislators:

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

RKD02 – Kensico Dam Plaza Storage Building (“RKD02”).

The proposed Capital Budget Amendment will amend the County’s capital budget to increase the County share for RKD02 by \$2,500,000 to \$10,350,000. The Amended Bond Act, in the total amount of \$10,350,000, which includes \$7,850,000 in previously authorized bonds of the County, would finance the cost of design, construction and construction management in connection with construction of a new maintenance building and outdoor storage area at Kensico Dam Plaza.

The Department of Parks, Recreation and Conservation (“Department”) has advised that the additional funds are required in connection with construction of a new maintenance building and outdoor storage area at Kensico Dam Plaza due to recent cost escalations, ongoing market volatility in material pricing and additional work related to enhanced security measures and other infrastructure improvements. Accordingly, additional funds are necessary to award the project to a contractor and to accommodate the subsequent increase in costs for construction and construction administration.

The Department has further advised that design was completed by a consultant. It is anticipated that construction will take 18 months to complete and will begin after award and execution of the construction contracts.

It should be noted that your Honorable Board has authorized the County to issue bonds for RKD02 as indicated in the annexed fact sheet and as follows: Bond Act No. 224-2023 in the amount of \$7,850,000, which authorized financing for the above-described scope of work. These bonds have been partially sold. Accordingly, it is now requested that the unissued portion of Bond Act No. 224-2023 be amended to increase the amount authorized by \$2,500,000, for a total authorized amount, as amended, of \$10,350,000.

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

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

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 Department has advised that the Planning Board has previously reviewed RKD02 and issued a report, and that since there is no change in the location, size or character of the project 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 Amended Bond Act and Capital Budget Amendment is respectfully requested.

Sincerely,



Kenneth W. Jenkins
Westchester County Executive

**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”) which, if adopted, will authorize the County to issue up to \$2,500,000 in additional bonds of the County to finance capital project RKD02 – Kensico Dam Plaza Storage Building (“RKD02”).

Your Committee is advised that the Capital Budget Amendment will amend the County’s capital budget to increase the County share for RKD02 by \$2,500,000 to \$10,350,000. The Amended Bond Act, in the total amount of \$10,350,000, which includes \$7,850,000 in previously authorized bonds of the County and was prepared by the law firm Hawkins, Delafield and Wood, would finance the cost of design, construction and construction management in connection with construction of a new maintenance building and outdoor storage area at Kensico Dam Plaza.

The Department of Parks, Recreation and Conservation (“Department”) has advised that the additional funds are required in connection with construction of a new maintenance building and outdoor storage area at Kensico Dam Plaza due to recent cost escalations, ongoing market volatility in material pricing and additional work related to enhanced security measures and other infrastructure improvements. Accordingly, additional funds are necessary to award the project to a contractor and to accommodate the subsequent increase in costs for construction and construction administration.

The Department has further advised that design was completed by a consultant. It is anticipated that construction will take 18 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, RKD02 may be classified as an “Unlisted” action under the State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617 (“SEQR”). A Resolution, and short Environmental Assessment Form (“EAF”), prepared by the Planning Department, are attached to assist your Honorable Board in complying with SEQR. For the reasons set forth in the attached

EAF, your Committee believes that this proposed action will not have any significant adverse impact on the environment and accordingly recommends passage of the annexed Resolution prior to enacting the Amended Bond Act.

The Planning Department has advised that the Planning Board has previously reviewed RKD02 and issued a report, and that since there is no change in the location, size or character of the project 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.

Dated: _____, 20____.
White Plains, New York

RESOLUTION

WHEREAS, there is pending before this Honorable Board an act (“Amended Bond Act”) to authorize the County of Westchester to issue bonds in connection with capital project RKD02 – Kensico Dam Plaza Storage Building (“RKD02”); and

WHEREAS, this Honorable Board has determined that the proposed Amended Bond Act would constitute an action under Article 8 of the Environmental Conservation Law, known as the New York State Environmental Quality Review Act (“SEQR”); and

WHEREAS, pursuant to SEQR and its implementing regulations (6 NYCRR Part 617), this project is classified as an “Unlisted action,” which requires this Honorable Board to make a determination as to whether the proposed action will have a significant impact on the environment; and

WHEREAS, the County of Westchester is the only involved agency for this action and, therefore, is assuming the role of Lead Agency for the environmental review of this project; and

WHEREAS, A Short Environmental Assessment Form (“EAF”) was previously prepared for RKD02 in connection with prior Bond Act No. 224-2023 and Resolution No. 127-2023 but said EAF not attached to the final adopted legislation; and

WHEREAS, in accordance with SEQR and its implementing regulations, the EAF has been updated in connection with the current request to assist this Honorable Board in its environmental assessment of this proposed action; and

WHEREAS, this Honorable Board has carefully considered the proposed action and has reviewed the attached EAF and the criteria set forth in Section 617.7 of the implementing regulations and has identified the relevant areas of environmental concern, as described in the attached EAF, to determine if this proposed action will have a significant 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 Resolution No. 127-2023 is hereby repealed, and be it further

RESOLVED, that based upon the Honorable Board’s review of the updated EAF and for the reasons set forth therein, this Board finds that there will be no significant adverse impact on the environment from the Bond 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 EAF, which is attached hereto and made a part hereof, as the “Responsible Officer in Lead Agency”; to issue this “Negative Declaration” on behalf of this Board in satisfaction of SEQR and its implementing regulations; and to immediately transmit same to the Commissioner of Planning to be filed, published and made available pursuant to the requirements of Part 617 of 6 NYCRR; and be it further

RESOLVED, that the Resolution shall take effect immediately.

Short Environmental Assessment Form

Part 1 - Project Information

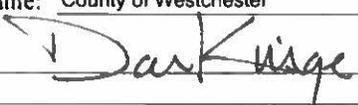
Instructions for Completing

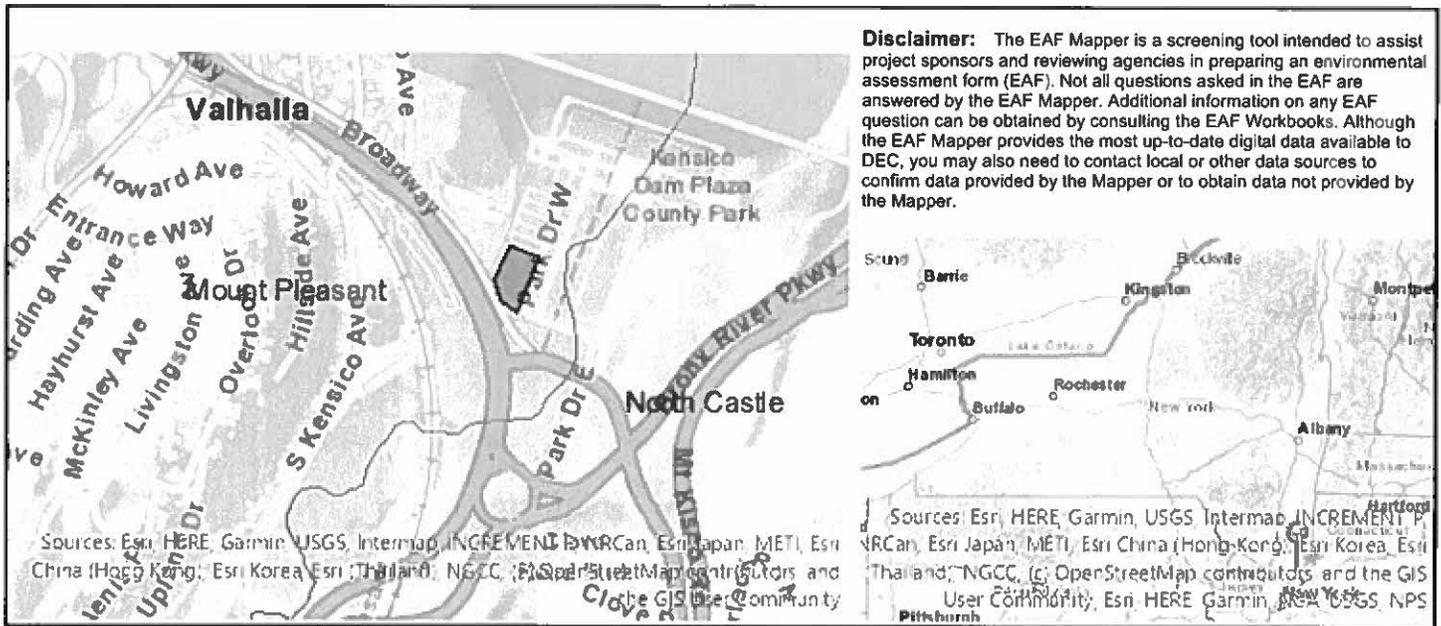
Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available.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

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

Part 1 – Project and Sponsor Information			
Name of Action or Project: Kensico Dam Maintenance Facility (RKD02)			
Project Location (describe, and attach a location map): Kensico Dam Plaza, 1 Bronx River Parkway, Valhalla (Town of Mount Pleasant), Westchester County, NY			
Brief Description of Proposed Action: Construction of a new maintenance facility at the southwest end of the plaza of the County park. The facility will include the construction of a new building with a height of approximately 26.75 feet and a footprint of 5,075 SF to provide space for indoor equipment and vehicle storage, a workshop area, office/meeting rooms and employee facilities. The new facility will also provide an outdoor storage yard, fuel tanks and dispensers, and approximately 25 parking spaces for park employees. The project will include a low retaining wall (approximately 123 linear feet) on the west side to minimize grading and the the installation of an underground stormwater infiltration system to manage stormwater runoff from the added impervious surfaces. The project will also include landscaping and associated site work.			
Name of Applicant or Sponsor: County of Westchester		Telephone: 914-995-4400 E-Mail: dsk2@westchestercountyny.gov	
Address: 148 Martine Avenue			
City/PO: White Plains		State: NY	Zip Code: 10601
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
			YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: Westchester County Parks, Recreation & Conservation Board - Tree Removal Permit.			NO <input type="checkbox"/>
			YES <input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action?		+/- 1.1 acres	
b. Total acreage to be physically disturbed?		+/- 1.1 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		+/- 895 acres	
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban)			
<input checked="" type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input checked="" type="checkbox"/> Other(Specify): Institutional (religious)			
<input checked="" type="checkbox"/> Parkland			

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? Name: County & State Park Lands, Reason: Exceptional or unique character, Agency: Westchester County, Date: 1- If Yes, identify: 31-90	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Are public transportation services available at or near the site of the proposed action?	<input type="checkbox"/>	<input type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	<input type="checkbox"/>	<input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES	
If the proposed action will exceed requirements, describe design features and technologies:			
<u>Heat pump technology exceeding code will be used for heating and cooling. Exterior wall insulation will also exceed code R-19 in cavities and R-15 continuous (vs. minimum R-13 and R-7.5, respectively). Also, solar panels will added to roof.</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply?	NO	YES	
If No, describe method for providing potable water: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities?	NO	YES	
If No, describe method for providing wastewater treatment: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES	
Kensico Dam Plaza is part of the Bronx River Parkway Reservation Historic District and is on both the National and State Registers.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____			

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
a. Will storm water discharges flow to adjacent properties?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
_____ Overflow from the proposed underground infiltration system will go to existing storm sewers within the park. _____		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	NO	YES
_____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	NO	YES
_____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:	NO	YES
_____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor/name: <u>County of Westchester</u> Date: <u>January 29, 2026</u>		
Signature: <u></u> Title: <u>Assistant Commissioner of Planning</u>		



Part 1 / Question 7 [Critical Environmental Area]	Yes
Part 1 / Question 7 [Critical Environmental Area - Identify]	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]	No
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	No

Project:	RKD02
Date:	January 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?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:		
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Project:	RKD02
Date:	January 2026

Short Environmental Assessment Form Part 3 Determination of Significance

For every question in Part 2 that was answered “moderate to large impact may occur”, or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

Use of Kensico Dam Plaza has increased substantially with many large-scale special events and ethnic festivals being hosted there throughout the year. Staff are currently working out of a small office and have to use temporary containers for equipment storage. There is no workshop, storage or employee area and staff must travel off site for support functions such as gas fueling. The facility will be energy efficient, utilize heat pump technology and solar panels that will minimize its carbon footprint, and optimize operations and support of this popular public park.

The new maintenance facility will be located in an area that is already partially developed as an overflow parking lot and comprised of gravel. Some additional clearing will be required on the west side, which is currently wooded. Installation of a low retaining wall, 2 feet in height or less, will minimize grading and reduce tree impacts to half. Approximately 24 trees (6 inches DBH or greater) will be removed, including 9 trees that are equal to or greater than 24 inches DBH. The majority (over two thirds) are spruce trees. The facility will maintain a wooded buffer, which includes many additional spruces, of at least 60 feet with the neighboring church property. Tree removal impact will be offset by the planting of 48 trees, including deciduous and coniferous trees, within the park property. Many will be strategically located to provide a visual buffer of the new facility.

The project will create approximately 23,810 square feet of total impervious surfaces. Due to site constraints, a subsurface infiltration system will be installed beneath the pavement of the new parking lot to provide for stormwater management. The stormwater management system will include a hydrodynamic separator to mitigate water quality impacts. Further water quality protection measures include aboveground placement of the fuel tanks featuring double walls and leak detection, a canopy over the fueling area, and adherence to best management practices for maintenance facility operations, including covering of the outdoor bulk storage compartments when not in use. The interior garage floor drainage system will include an oil/water separator to mitigate potential contamination from indoor maintenance activities.

Kensico Dam Plaza is part of the Bronx River Parkway Reservation, which is on the National and State Registers of Historic Places. The new maintenance building will feature exterior stone facing which will be sympathetic with the historic stone dam. Although the retaining wall will be low and less visible, it can either be made of stone or concrete curb with stone veneer to further blend in with the historic dam.

<input type="checkbox"/> 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.	
<input checked="" type="checkbox"/> Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.	
County of Westchester	
Name of Lead Agency	Date
Malika Vanderberg	Clerk of the Board of Legislators
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

PRINT FORM

An Act amending the 2026 County
 Capital Budget Appropriations for
 Capital Project RKD02 KENSICO DAM
 PLAZA STORAGE BUILDING

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	\$7,850,000	\$2,500,000	\$10,350,000

Section 2. The estimated method of financing in the Capital Section of the 2026 Westchester County Capital Budget is amended as follows:

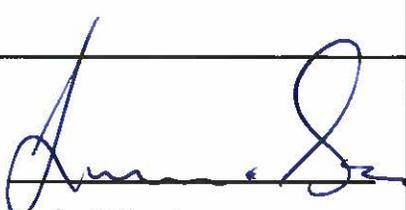
II. METHOD OF FINANCING

Bonds and/or Notes	\$7,850,000	\$2,500,000	\$10,350,000
Non County Shares	\$0		\$0
Cash	\$0		\$0
Total	\$7,850,000	\$2,500,000	\$10,350,000

Section 3. The ACT shall take effect immediately.

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: <u> RKD02 </u>		<input type="checkbox"/> NO FISCAL IMPACT PROJECTED	
SECTION A - CAPITAL BUDGET IMPACT To Be Completed by Budget			
<input checked="" type="checkbox"/> GENERAL FUND	<input type="checkbox"/> AIRPORT FUND	<input type="checkbox"/> SPECIAL DISTRICTS FUND	
Source of County Funds (check one):		<input type="checkbox"/> Current Appropriations	
		<input checked="" type="checkbox"/> Capital Budget Amendment	
SECTION B - BONDING AUTHORIZATIONS To Be Completed by Finance			
Total Principal	\$	10,350,000	PPU 15 Anticipated Interest Rate 2.97%
Anticipated Annual Cost (Principal and Interest):	\$	867,183	
Total Debt Service (Annual Cost x Term):	\$	13,007,741	
Finance Department:	maab 2-4-26		
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:	113		
Prepared by:	<u> Dianne Vanadia </u>	Reviewed By:	
Title:	<u> Associate Budget Director </u>		<u> Budget Director </u>
Department:	<u> Budget </u>	<i>DV 2/4/26</i>	<i>2/4/26</i>
Date:	<u> 2/4/26 </u>	Date:	<u> 2/4/26 </u>

ACT NO. -20_____

BOND ACT OF THE COUNTY OF WESTCHESTER, NEW YORK, FURTHER AMENDING THE BOND ACT ADOPTED JULY 15, 2013 AND HERETOFORE AMENDED ON NOVEMBER 13, 2023, IN RELATION TO THE COST OF THE CONSTRUCTION OF A NEW MAINTENANCE BUILDING AND OUTDOOR STORAGE AREA AT KENSICO DAM PLAZA (Adopted _____, 20_____).

WHEREAS, this Board has heretofore duly authorized the issuance of \$7,850,000 bonds to finance the cost of the construction of a new maintenance building and outdoor storage area at Kensico Dam Plaza (the "Project"), pursuant to Act No. 140-2013 duly adopted on July 15, 2013, as amended by Bond Act 224-2023 duly adopted on November 13, 2023; and

WHEREAS, bonds in the amount of \$247,879 have been previously issued pursuant to Act No. 224-2023 to finance a part of the Project; and

WHEREAS, it has been determined that additional funds are required for to pay for the cost of the Project, and it is necessary to increase the amount of bonds 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 July 15, 2013 and amended on November 13, 2023 entitled:

“ACT NO. 224-2023

BOND ACT AUTHORIZING THE ISSUANCE OF \$7,850,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE CONSTRUCTION OF A NEW MAINTENANCE BUILDING AND OUTDOOR STORAGE AREA AT KENSICO DAM PLAZA; STATING THE ESTIMATED TOTAL COST THEREOF IS \$7,850,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$7,850,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS.”

is hereby amended to read as follows:

BOND ACT AUTHORIZING THE ISSUANCE OF \$10,350,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE CONSTRUCTION OF A NEW MAINTENANCE BUILDING AND OUTDOOR STORAGE AREA AT KENSICO DAM PLAZA, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$10,350,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$10,350,000 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, \$10,350,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the design, construction and construction management in connection with construction of a new maintenance building and outdoor storage area at Kensico Dam Plaza, 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 \$10,350,000. The plan of financing includes the issuance of \$10,350,000 bonds herein authorized, and any bond anticipation notes issued in anticipation of the sale of such bonds, and the levy of a tax to pay the principal of and interest on said bonds and notes.

Section 2. The period of probable usefulness of the specific object or purpose for which said \$10,350,000 bonds authorized by this Act are to be issued, within the limitations of Section 11.00 a. 11(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 \$10,350,000. This Act is a declaration of official intent adopted pursuant to the requirements of Treasury Regulation Section 1.150-2.

Section 4. The estimate of \$10,350,000 as the estimated maximum cost of the aforesaid specific object or purpose is hereby approved.

Section 5. Subject to the provisions of this Act and of the Law, and pursuant to the provisions of §30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals thereof, and of §§50.00, 56.00 to 60.00 and 168.00 of said Law, the powers and duties of the County Board of Legislators relative to authorizing the issuance of any notes in anticipation of the sale of the bonds herein authorized, or the renewals thereof, relative to providing for substantially level or declining annual debt service, relative to prescribing the terms, form and contents and as to the sale and issuance of the respective amounts of bonds herein authorized, and of any notes issued in anticipation of the sale of said bonds or the renewals of said notes, and relative to executing agreements for credit enhancement, are hereby delegated to the Commissioner of Finance of the County, as the chief fiscal officer of the County.

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

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

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

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

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

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

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

Section (B). The amendment of the bond act set forth in Section (A) of this act shall in no way affect the validity of the liabilities incurred, obligations issued, or action taken pursuant to said bond act, and all such liabilities incurred, obligations issued, or action taken shall be deemed to have been incurred, issued or taken pursuant to said bond act, as so amended.

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

* * *

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

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

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

(SEAL)

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

LEGAL NOTICE

A Bond Act, a summary of which is published herewith, has been adopted by the Board of Legislators on July 15, 2013, amended on November 13, 2023, 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 \$10,350,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE CONSTRUCTION OF A NEW MAINTENANCE BUILDING AND OUTDOOR STORAGE AREA AT KENSICO DAM PLAZA, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$10,350,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$10,350,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (adopted on July 15, 2013 and amended on November 13, 2023 and on _____, 20____)

object or purpose: to finance the design, construction and construction management in connection with construction of a new maintenance building and outdoor storage area at Kensico Dam Plaza, all as set forth in the County's Current Year Capital Budget, as amended.

amount of obligations to be issued:

and period of probable usefulness: \$10,350,000; fifteen (15) years

Dated: _____, 20____
White Plains, New York

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

CAPITAL PROJECT FACT SHEET

Project ID:* RKD02	<input checked="" type="checkbox"/> CBA	Fact Sheet Date:* 01-02-2026
Fact Sheet Year:* 2026	Project Title:* KENSICO DAM PLAZA STORAGE BUILDING	Legislative District ID: 3,
Category* RECREATION FACILITIES	Department:* PARKS, RECREATION & CONSERVATION	CP Unique ID: 3074

Overall Project Description

This project will fund a maintenance building and outdoor storage area at the Dam. This scope for this facility will include an indoor vehicle storage area, work shop area, outdoor storage yard, fuel dispensers and tank, new entrance area, employee parking, landscaping and associated site work.

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

FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2026	2027	2028	2029	2030	Under Review
Gross	10,350	7,850	0	0	0	0	0	2,500
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	10,350	7,850	0	0	0	0	0	2,500

Expended/Obligated Amount (in thousands) as of : 552

Current Bond Description: Funding is requested for additional construction and construction management associated with the maintenance building and outdoor storage area.

Financing Plan for Current Request:

Non-County Shares:	\$ 0
Bonds/Notes:	2,500,000
Cash:	0
Total:	\$ 2,500,000

SEQR Classification:

UNLISTED

Amount Requested:

2,500,000

Expected Design Work Provider:

- County Staff Consultant Not Applicable

Comments:

A capital budget amendment in the amount of \$2,500,000 is requested and shown under review to fund the increase in costs associated with this project. Due to the length of time that has transpired since the project's initial inception and our previous request for funding in 2023, construction costs have increased dramatically resulting in the project cost exceeding its budget. Additional funds are needed to accommodate the subsequent increase in costs associated with construction and construction management.

Energy Efficiencies:

INSTALLATION OF SOLAR PANELS WILL PROVIDE A RENEWABLE ENERGY SOURCE WHILE REDUCING CARBON EMISSIONS AND RESULT IN REDUCED ENERGY COSTS.

Appropriation History:

Year	Amount	Description
2010	150,000	DESIGN
2014	1,500,000	CONSTRUCTION FOR THE PROJECT
2017	4,000,000	ADDITIONAL CONSTRUCTION COSTS.
2023	2,200,000	ADDITIONAL CONSTRUCTION COSTS.

Total Appropriation History:

7,850,000

Financing History:

Year	Bond Act #	Amount	Issued	Description
13	140	0	0	KENSICO DAM PLAZA - NEW MAINTENANCE BUILDING AND OUTSIDE STORAGE AREA
23	224	7,850,000	247,879	KENSICO DAM PLAZA - STORAGE BUILDING

Total Financing History:

7,850,000

Recommended By:

Department of Planning	Date
DVWA	12-15-2025
Department of Public Works	Date
RJB4	12-16-2025
Budget Department	Date
DEV9	12-18-2025
Requesting Department	Date
RCL3	12-18-2025

KENSICO DAM PLAZA STORAGE BUILDING (RKD02)

User Department : Parks, Recreation & Conservation
Managing Department(s) : Parks, Recreation & Conservation ; Public Works ;
Estimated Completion Date: TBD

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

FIVE YEAR CAPITAL PROGRAM (in thousands)									
	Est Ult Cost	Appropriated	Exp / Obl	2026	2027	2028	2029	2030	Under Review
Gross	7,850	7,850	552						
Non County Share									
Total	7,850	7,850	552						

Project Description

This project will fund a maintenance building and outdoor storage area at the Dam. This scope for this facility will include an indoor vehicle storage area, work shop area, outdoor storage yard, fuel dispensers and tank, new entrance area, employee parking, landscaping and associated site work.

Current Year Description

There is no current year request.

Impact on Operating Budget

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

Appropriation History			
Year	Amount	Description	Status
2010	150,000	Design	DESIGN
2014	1,500,000	Construction for the project	DESIGN
2017	4,000,000	Additional construction costs.	DESIGN
2023	2,200,000	Additional construction costs.	DESIGN
Total	7,850,000		

Prior Appropriations			
	Appropriated	Collected	Uncollected
Bond Proceeds	7,850,000	247,879	7,602,121
Total	7,850,000	247,879	7,602,121

Bonds Authorized				
Bond Act	Amount	Date Sold	Amount Sold	Balance
140 13				
224 23	7,850,000	11/30/23	122,989	7,602,121
		11/30/23	11,796	
		02/05/25	103,637	
		02/05/25	9,457	
Total	7,850,000		247,879	7,602,121

February 5, 2026

TO: Hon. Vedat Gashi, Chair
Hon. Terry Clements, Vice Chair
Hon. Judah Holstein, Majority Leader
Hon. Margaret Cunzio, Minority Leader

FROM: Kenneth W. Jenkins
County Executive



RE: Message Requesting Immediate Consideration: **Bond Act – RGP15 –
General Infrastructure-Fuel Tank Replacement '24-'28.**

This will confirm my request that the Board of Legislators allow submission of the referenced communication to be submitted to the Board of Legislators February 9, 2026 Agenda.

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 \$800,000 to finance the following capital project: RGP15.

Therefore, since this communication is of the utmost importance, it is respectfully submitted that the County Board of Legislators accepts this submission for February 9, 2026 “blue sheet” calendar.

Thank you for your prompt attention to this matter.



Kenneth W. Jenkins
Westchester County Executive

February 4, 2026

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

Dear Honorable Members of the Board of Legislators:

Transmitted herewith for your review and approval is a bond act ("Bond Act") which, if adopted, would authorize the County of Westchester ("County") to issue bonds in the amount of \$800,000 to finance the following capital project:

RGP15 – General Infrastructure-Fuel Tank Replacement (2024-2028) ("RGP15").

The Bond Act, in the amount of \$800,000, would finance the cost of general infrastructure fuel tank replacement for the Department of Parks, Recreation & Conservation, including design, construction and construction management associated with the removal, and/or replacement of fuel storage tanks and related distribution system piping, equipment, remediation and related infrastructure and site work for fuel tank systems located at Tibbetts Brook Park, Glen Island Park, Maple Moor Golf Course and other County Parks.

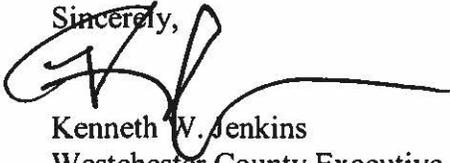
The Department of Parks, Recreation and Conservation ("Department") has advised that the work is a necessary and prudent investment to maintain public safety, regulatory compliance, operational reliability, and environmental protection.

Following bonding authorization, design will be scheduled and is anticipated to take six months to complete. It is anticipated that the design work will be completed by consultants. It is estimated that construction will take eight 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 in connection with RGP15 as indicated in the annexed fact sheet.

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

Sincerely,

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

Kenneth W. Jenkins
Westchester County Executive

**HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER, NEW YORK**

Your Committee is in receipt of a transmittal from the County Executive recommending approval by the County of Westchester (“County”) of a bond act (“Bond Act”) in the amount of \$800,000 to finance capital project RGP15 – General Infrastructure-Fuel Tank Replacement (2024-2028) (“RGP15”). The Bond Act, which was prepared by the law firm Hawkins, Delafield & Wood, will finance the cost of general infrastructure fuel tank replacement for the Department of Parks, Recreation & Conservation, including design, construction and construction management associated with the removal, and/or replacement of fuel storage tanks and related distribution system piping, equipment, remediation and related infrastructure and site work for fuel tank systems located at Tibbetts Brook Park, Glen Island Park, Maple Moor Golf Course and other County Parks.

The Department of Parks, Recreation and Conservation (“Department”) has advised that the work is a necessary and prudent investment to maintain public safety, regulatory compliance, operational reliability, and environmental protection.

Following bonding authorization, design will be scheduled and is anticipated to take six months to complete. It is anticipated that the design work will be completed by consultants. It is estimated that construction will take eight 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, RGP15 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 your Honorable Board has previously authorized the County to issue bonds in connection with RGP15 as indicated in the annexed fact sheet.

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

Dated: _____, 20____
White Plains, New York

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: RGP15

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 \$ 800,000 **PPU** 30 **Anticipated Interest Rate** 4.04%

Anticipated Annual Cost (Principal and Interest): \$ 46,935

Total Debt Service (Annual Cost x Term): \$ 1,408,060

Finance Department: maab 2-4-26

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

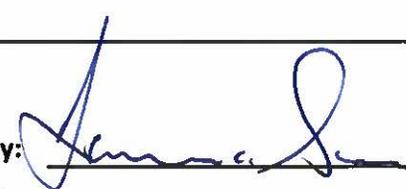
Number of Full Time Equivalent (FTE) Jobs Funded: 9

Prepared by: Dianne Vanadia

Title: Associate Budget Director

Department: Budget

Date: 2/4/26

Reviewed By: 

Budget Director

Date: 2/4/26

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

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

DATE: January 29, 2026

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT:
RGP15 General Infrastructure – Fuel Tank Replacement (2024-2028)**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on 12-18-2025 (Unique ID: 3124)

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

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

COMMENTS: The Type II classification covers implementation limited to upgrades as required by NYSDEC regulations, replacement of existing tanks in place or aboveground in the same location as the underground tank it is replacing (or within the immediate area that is already disturbed), removal of existing tanks and replacement with alternate energy source provided that no exterior infrastructure improvements are required beyond area to be restored by the tank removal.

DSK/cnm

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

ACT NO. -20__

BOND ACT AUTHORIZING THE ISSUANCE OF \$800,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF GENERAL INFRASTRUCTURE FUEL TANK REPLACEMENT FOR THE DEPARTMENT OF PARKS, RECREATION & CONSERVATION; STATING THE ESTIMATED TOTAL MAXIMUM COST THEREOF IS \$800,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$800,000 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, \$800,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the cost of general infrastructure fuel tank replacement for the Department of Parks, Recreation & Conservation, including design, construction and construction management associated with the removal, and/or replacement of

fuel storage tanks and related distribution system piping, equipment, remediation and related infrastructure and site work for fuel tank systems located at Tibbetts Brook Park, Glen Island Park, Maple Moor Golf Course and other County Parks, at the estimated maximum cost of \$800,000, all as set forth in the County's current year Capital Budget, as amended. The total estimated maximum cost of said objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof is \$800,000. The plan of financing includes the issuance of \$800,000 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 \$800,000 bonds authorized in this resolution are to be issued, within the limitations of Section 11.00 a. 5 of the Local Finance 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 \$800,000. 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 \$800,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF GENERAL INFRASTRUCTURE FUEL TANK REPLACEMENT FOR THE DEPARTMENT OF PARKS, RECREATION & CONSERVATION; STATING THE ESTIMATED TOTAL MAXIMUM COST THEREOF IS \$800,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$800,000 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 general infrastructure fuel tank replacement for the Department of Parks, Recreation & Conservation, including design, construction and construction management associated with the removal, and/or replacement of fuel storage tanks and related distribution system piping, equipment, remediation and related infrastructure and site work for fuel tank systems located at Tibbetts Brook Park, Glen Island Park, Maple Moor Golf Course and other County Parks, at the estimated maximum cost of \$800,000; 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: \$800,000 for thirty (30) years

Dated: _____, 20__
White Plains, New York

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

CAPITAL PROJECT FACT SHEET

Project ID:* RGP15	<input type="checkbox"/> CBA	Fact Sheet Date:* 01-02-2026
Fact Sheet Year:* 2026	Project Title:* GENERAL INFRASTRUCTURE-FUEL TANK REPLACEMENT (2024-2028)	Legislative District ID:
Category* RECREATION FACILITIES	Department:* PARKS, RECREATION & CONSERVATION	CP Unique ID: 3124

Overall Project Description

This project includes study and assessment of the existing fuel storage system, testing of all fuel tanks, providing corrective measures and/or replacement as required to meet NYS DEC regulations. The study will also consider the potential for transitioning to alternative energy infrastructure where possible and practical.

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

FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2026	2027	2028	2029	2030	Under Review
Gross	3,800	1,400	800	800	800	0	0	0
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	3,800	1,400	800	800	800	0	0	0

Expended/Obligated Amount (in thousands) as of : 443

Current Bond Description: This project will fund the design, construction and construction management associated with the removal, and/or replacement of fuel storage tanks and related distribution system piping, equipment, remediation and related infrastructure and site work for fuel tank systems located at Tibbetts Brook Park, Glen Island Park, Maple Moor Golf Course and other County Parks.

Financing Plan for Current Request:

Non-County Shares:	\$ 0
Bonds/Notes:	800,000
Cash:	0
Total:	\$ 800,000

SEQR Classification:

TYPE II

Amount Requested:

800,000

Expected Design Work Provider:

- County Staff Consultant Not Applicable

Comments:

Energy Efficiencies:

Appropriation History:

Year	Amount	Description
2024	600,000	FUNDS STUDY OF THE EXISTING FUEL STORAGE SYSTEM, AND ADDRESSING FUEL STORAGE TANKS AT MUSCOOT FARM AND PLAYLAND AMUSEMENT PARK
2025	800,000	CONTINUATION OF THIS PROJECT
2026	800,000	CONTINUATION OF PROJECT

Total Appropriation History:

2,200,000

Financing History:

Year	Bond Act #	Amount	Issued	Description
23	247	600,000	188,624	GENERAL INFRASTRUCTURE-FUEL TANK REPLACEMENT
25	37	800,000	0	

Total Financing History:

1,400,000

Recommended By:

Department of Planning
DVWA

Date
12-18-2025

Department of Public Works
RJB4

Date
12-18-2025

Budget Department
DEV9

Date
12-19-2025

Requesting Department
RCL3

Date
12-19-2025

GENERAL INFRASTRUCTURE-FUEL TANK REPLACEMENT (2024-2028) (RGP15)

User Department : Parks, Recreation & Conservation
Managing Department(s) : Parks, Recreation & Conservation ; Public Works ;
Estimated Completion Date: TBD
Planning Board Recommendation: Project approved in concept but subject to subsequent staff review.

FIVE YEAR CAPITAL PROGRAM (in thousands)									
	Est Ult Cost	Appropriated	Exp / Obl	2026	2027	2028	2029	2030	Under Review
Gross	3,800	1,400	443	800	800	800			
Non County Share									
Total	3,800	1,400	443	800	800	800			

Project Description

This project includes study and assessment of the existing fuel storage system, testing of all fuel tanks, providing corrective measures and/or replacement as required to meet NYS DEC regulations. The study will also consider the potential for transitioning to alternative energy infrastructure where possible and practical.

Current Year Description

The current year request funds continuation of the project.

Current Year Financing Plan				
Year	Bonds	Cash	Non County Shares	Total
2026	800,000			800,000

Impact on Operating Budget

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

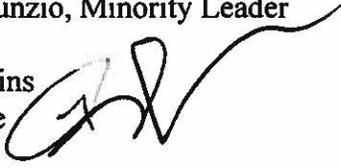
Appropriation History			
Year	Amount	Description	Status
2024	600,000	Funds study of the existing fuel storage system, and addressing fuel storage tanks at Muscoot Farm and Playland Amusement Park	\$165,000 STUDY, \$65,000 DESIGN, \$370,000 - CONSTRUCTION
2025	800,000	Continuation of this project	DESIGN
Total	1,400,000		

Prior Appropriations			
	Appropriated	Collected	Uncollected
Bond Proceeds	1,400,000	188,624	1,211,376
Total	1,400,000	188,624	1,211,376

Bonds Authorized				
Bond Act	Amount	Date Sold	Amount Sold	Balance
247 23	600,000	02/05/25	172,851	411,376
		02/05/25	15,774	
37 25	800,000			800,000
Total	1,400,000		188,624	1,211,376

February 5, 2026

TO: Hon. Vedat Gashi, Chair
Hon. Terry Clements, Vice Chair
Hon. Judah Holstein, Majority Leader
Hon. Margaret Cunzio, Minority Leader

FROM: Kenneth W. Jenkins
County Executive 

RE: Message Requesting Immediate Consideration: **Bond Act – BPS42 –
Firing Range Rehabilitation.**

This will confirm my request that the Board of Legislators allow submission of the referenced communication to be submitted to the Board of Legislators February 9, 2026 Agenda.

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 \$875,000 to finance the following capital project: BPS42.

Therefore, since this communication is of the utmost importance, it is respectfully submitted that the County Board of Legislators accepts this submission for February 9, 2026 “blue sheet” calendar.

Thank you for your prompt attention to this matter.



Kenneth W. Jenkins
Westchester County Executive

February 9, 2026

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

Dear Honorable Members of the Board of Legislators:

Transmitted herewith for your review and approval is a bond act ("Bond Act") which, if adopted, would authorize the County of Westchester ("County") to issue bonds in the amount of \$875,000 to finance the following capital project:

BPS42 – Firing Range Rehabilitation ("BPS42").

The Bond Act, in the amount of \$875,000, would finance the cost of improvements to the Police Academy firing range, including replacement of the target system, public address system and soundproofing system.

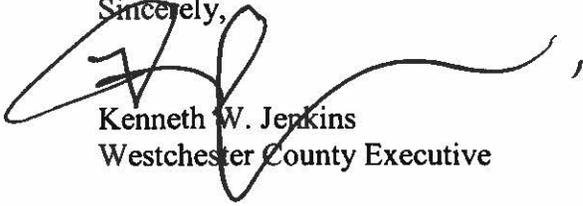
The Department of Public Safety ("Department") has advised that the target transport system components will be replaced and upgraded with longer-lasting, readily available parts (replacement parts for current system are no longer available). The public address system used to give range commands and safety information (which was installed in or about 2008) will be replaced with a new system that is readily serviceable and functions reliably. Sound proofing throughout the building will be replaced to reduce noise pollution outside the building and restore the inside of the building to safer noise levels for building occupants.

Following bonding authorization, design relating to soundproofing will be scheduled and is anticipated to take three (3) months to complete. It is anticipated that the sound proofing design work will be completed by in-house staff, and it is estimated that construction related thereto will take five (5) months to complete and will begin after award and execution of the construction contracts. The remaining improvements do not require design work. It is anticipated that the remaining improvements will be simultaneously completed by separate contractors, and will be completed six (6) months following the award, and execution of the contracts.

It should be noted that your Honorable Board has previously authorized financing in connection with BPS42 as indicated in the annexed capital project fact sheet.

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

Sincerely,

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

Kenneth W. Jenkins
Westchester County Executive

**HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER, NEW YORK**

Your Committee is in receipt of a transmittal from the County Executive recommending approval by the County of Westchester (“County”) of a bond act (“Bond Act”) in the amount of \$875,000 to finance capital project BPS42 – Firing Range Rehabilitation (“BPS42”). The Bond Act, which was prepared by the law firm Harris Beach Murtha, will finance the cost of improvements to the Police Academy firing range, including replacement of the target system, public address system and soundproofing system. .

The Department of Public Safety (“Department”) has advised that the target transport system components will be replaced and upgraded with longer-lasting, readily available parts (replacement parts for current system are no longer available). The public address system used to give range commands and safety information (which was installed in or about 2008) will be replaced with a new system that is readily serviceable and functions reliably. Sound proofing throughout the building will be replaced to reduce noise pollution outside the building and restore the inside of the building to safer noise levels for building occupants.

Following bonding authorization, design relating to soundproofing will be scheduled and is anticipated to take three (3) months to complete. It is anticipated that the sound proofing design work will be completed by in-house staff, and it is estimated that construction related thereto will take five (5) months to complete and will begin after award and execution of the construction contracts. The remaining improvements do not require design work. It is anticipated that the remaining improvements will be simultaneously completed by separate contractors, and will be completed six (6) months following the award, and execution of the contracts.

It should be noted that your Honorable Board has previously authorized financing in connection with BPS42 as indicated in the annexed capital project fact sheet.

The Planning Department has advised your Committee that based on its review, BPS42 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: _____, 2026
White Plains, New York

COMMITTEE ON:

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: BPS42

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 \$ 875,000 **PPU** 5 **Anticipated Interest Rate** 2.38%

Anticipated Annual Cost (Principal and Interest): \$ 187,831

Total Debt Service (Annual Cost x Term): \$ 939,156

Finance Department: maab 2-4-26

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: Dianne Vanadia

Title: Associate Budget Director

Department: Budget

Date: 2/4/26

Reviewed By: 

DV 2/4/26

Budget Director

Date:

 2/4/26

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

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

DATE: February 2, 2026

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT:
BPS42 FIRING RANGE REHABILITATION**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on 12/04/2025 (Unique ID: 3096)

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
Susan Darling, Chief Planner
Claudia Maxwell, Principal Environmental Planner

ACT NO. -20__

BOND ACT AUTHORIZING THE ISSUANCE OF \$875,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF IMPROVEMENTS TO THE POLICE ACADEMY FIRING RANGE; STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$875,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$875,000 BONDS HEREIN AUTHORIZED TO FINANCE SUCH COST; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted _____, 20__)

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

Section 1. Pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the "Law"), the Westchester County Administrative Code, being Chapter 852 of the Laws of 1948, as amended, to the provisions of other laws applicable thereto, \$875,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the cost of improvements to the Police Academy firing range, including replacement of the target system, public address system, and soundproofing system, 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 \$875,000. The plan of financing includes the issuance of \$875,000 bonds herein authorized, and any bond anticipation notes issued in anticipation of the sale of such bonds, and the levy of a tax to pay the principal of and interest on said bonds.

Section 2. The period of probable usefulness 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. 35 of the Law, is five (5) years.

Section 3. Current funds are not required to be provided as a down payment pursuant to Section 107.00 d. 9. of the Law prior to issuance of the bonds authorized herein, or any bond anticipation notes issued in anticipation of the sale of such bonds. The County intends to finance, on an interim basis, the costs or a portion of the costs of said improvements for which bonds are herein authorized, which costs are reasonably expected to be reimbursed with the proceeds of debt to be incurred by the County, pursuant to this Act, in the maximum amount of \$875,000. This Act is a declaration of official intent adopted pursuant to the requirements of Treasury Regulation Section 1.150-2.

Section 4. Subject to the provisions of this Act and of the Law, and pursuant to the provisions of §30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals thereof, and of §§50.00, 56.00 to 60.00 and 168.00 of said Law, the powers and duties of the County Board of Legislators relative to authorizing the issuance of any notes in

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

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

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

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

(b) the provisions of law which should be complied with at the date of the publication of this Act or a summary hereof, are not substantially complied with, and an action, suit or proceeding contesting such validity, is commenced within twenty days after the date of such publication, or

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

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

* * *

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

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

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

(SEAL)

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

LEGAL NOTICE

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

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

ACT NO. _____-20__

BOND ACT AUTHORIZING THE ISSUANCE OF \$875,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF IMPROVEMENTS TO THE POLICE ACADEMY FIRING RANGE; STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$875,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$875,000 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 improvements to the Police Academy firing range, including replacement of the target system, public address system, and soundproofing system, and related work; all as set forth in the County's current year Capital Budget, as amended.

amount of obligations to be issued:

and period of probable usefulness: \$875,000; five (5) years

Dated: _____, 20__
White Plains, New York

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

CAPITAL PROJECT FACT SHEET

Project ID:*

BPS42

CBA

Fact Sheet Date:*

01-02-2026

Fact Sheet Year:*

2026

Project Title:*

FIRING RANGE REHABILITATION

Legislative District ID:

3,

Category*

BUILDINGS, LAND &
MISCELLANEOUS

Department:*

PUBLIC SAFETY

CP Unique ID:

3096

Overall Project Description

This project will rehabilitate the downrange end of the Police Academy firing range, addressing the gunshot backstop structure and deflector plate system. Additionally, replacement of the target system, public address system and soundproofing system will also be accomplished.

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	1,200	325	875	0	0	0	0	0
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	1,200	325	875	0	0	0	0	0

Expended/Obligated Amount (in thousands) as of : 288

Current Bond Description: Bonding is requested for the replacement of the target system, public address system and soundproofing system.

Financing Plan for Current Request:

Non-County Shares:	\$ 0
Bonds/Notes:	875,000
Cash:	0
Total:	\$ 875,000

SEQR Classification:

TYPE II

Amount Requested:

875,000

Expected Design Work Provider:

County Staff

Consultant

Not Applicable

Comments:

Energy Efficiencies:

Appropriation History:

Year	Amount	Description
2025	325,000	FUNDS THE PROJECT
2026	875,000	FUNDS THE PROJECT

Total Appropriation History:

1,200,000

Financing History:

Year	Bond Act #	Amount	Issued	Description
25	32	325,000	0	FIRING RANGE REHABILITATION

Total Financing History:

325,000

Recommended By:

Department of Planning
DVWA

Date
12-04-2025

Department of Public Works
RJB4

Date
12-05-2025

Budget Department
DEV9

Date
12-05-2025

Requesting Department
SQGQ

Date
12-05-2025

FIRING RANGE REHABILITATION (BPS42)

User Department : Public Safety
Managing Department(s) : Public Safety ; Public Works ;
Estimated Completion Date: TBD

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

FIVE YEAR CAPITAL PROGRAM (in thousands)

	Est Ult Cost	Appropriated	Exp / Obl	2026	2027	2028	2029	2030	Under Review
Gross	1,200	325	288	875					
Non County Share									
Total	1,200	325	288	875					

Project Description

This project will rehabilitate the downrange end of the Police Academy firing range, addressing the gunshot backstop structure and deflector plate system. Additionally, replacement of the target system, public address system and soundproofing system will also be accomplished.

Current Year Description

The current year request funds replacement of the target system, public address system and soundproofing system.

Current Year Financing Plan

Year	Bonds	Cash	Non County Shares	Total
2026	875,000			875,000

Impact on Operating Budget

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

Appropriation History

Year	Amount	Description	Status
2025	325,000	Funds the project	IN PROGRESS
Total	325,000		

Prior Appropriations

	Appropriated	Collected	Uncollected
Bond Proceeds	325,000		325,000
Total	325,000		325,000

Bonds Authorized

Bond Act	Amount	Date Sold	Amount Sold	Balance
32 25	325,000			325,000
Total	325,000			325,000



Kenneth W. Jenkins
County Executive

Office of the County Attorney
John M. Nonna
County Attorney

February 6, 2026

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

Re: Legislation authorizing a settlement in *Matter of Westchester County Department of Environmental Facilities, Brockway Place Transfer Station, 75 Brockway Place White Plains, New York 10601, SPDES Permit No. NYR00C354*

Dear Honorable Members of the Board:

Attached for your consideration is an Act which, if adopted by your Honorable Board, would authorize the County Department of Environmental Facilities (“DEF”) to enter into a Consent Agreement & Final Order (“CA/FO”) to settle *In the Matter of Westchester County Department of Environmental Facilities, Brockway Place Transfer Station, 75 Brockway Place White Plains, New York 10601, SPDES [State Pollutant Discharge Elimination System] Permit No. NYR00C354*, United States Environmental Protection Agency (“EPA”), Region 2, Docket No. CWA-02-2026-3301 (the “Proceeding”), for the amount of \$38,000.00.

As you may be aware, DEF, acting by and on behalf of Refuse Disposal District No. 1, operates a municipal solid waste and cardboard recycling transfer station known as the Brockway Place Transfer Station, which is located at 75 Brockway Place in White Plains, New York (the “Site” or the “Facility”). The Facility discharges stormwater associated with industrial activity, which is a “pollutant” within the meaning of Section 502(6) of the Clean Water Act (“CWA”), 33 U.S.C. § 1362(6), via one unpermitted outfall located on the east side of the Site to the East Branch of the Mamaroneck River, via the City of White Plains Municipal Separate Storm Sewer. EPA has issued three previous Administrative Compliance Orders—Docket Nos. CWA-02-2017-3022, CWA-02-2017-3050, and CWA-02-2022-3030—to DEF, in order to address past violations of the SPDES Multi-Sector General Permit (“MSGP”) initially discovered during an EPA Compliance Evaluation Inspection at the Facility on September 28, 2016.

Despite the Facility’s continued implementation of new Best Management Practices, increased street sweeping and cleaning, and the installation of the AbTech Smart Vault System to prevent non-stormwater leachate discharges from the Facility, stormwater sampling results from the Facility continue to be consistently above the benchmark cutoff concentrations specified in the MSGP. The Facility has experienced recurring exceedances of the benchmark cut-off concentrations for

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

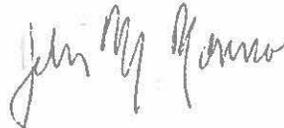
Telephone: (914) 995-2900

Aluminum, Cadmium, Chemical Oxygen Demand, Copper, Iron, Lead, Total Suspended Solids, and Zinc.

In light of the above, DEF entered into negotiations with the EPA to address the Site's noncompliance, and these negotiations have resulted in the current proposed settlement. The essential terms of the CA/FO are as follows: DEF admits the jurisdictional and factual allegations of the CA/FO; DEF waives its right to contest the allegations, at a judicial or administrative hearing, or to appeal the CA/FO; and DEF consents to the payment of a civil penalty in the amount of \$38,000.00 to address the above-described violations. Importantly, the proposed civil penalty is the lowest possible amount under the circumstances, and the CA/FO includes language detailing the DEF's compliance efforts to date. DEF has recommended approval of the settlement.

After a review of the facts and circumstances, I concur with DEF and believe that it is in the best interests of the County to enter into the CA/FO to settle this Proceeding. I therefore recommend passage of the accompanying Act.

Very truly yours,

A handwritten signature in cursive script, appearing to read "John M. Nonna".

JOHN M. NONNA
Westchester County Attorney

JMN/scm

BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER

Your Committee is in receipt of a proposed Act which, if adopted by your Honorable Board, would authorize the County Department of Environmental Facilities (“DEF”) to enter into a Consent Agreement & Final Order (“CA/FO”) to settle *In the Matter of Westchester County Department of Environmental Facilities, Brockway Place Transfer Station, 75 Brockway Place White Plains, New York 10601, SPDES [State Pollutant Discharge Elimination System] Permit No. NYR00C354*, United States Environmental Protection Agency (“EPA”), Region 2, Docket No. CWA-02-2026-3301 (the “Proceeding”), for the amount of \$38,000.00.

Your Committee is informed that DEF, acting by and on behalf of Refuse Disposal District No. 1, operates a municipal solid waste and cardboard recycling transfer station known as the Brockway Place Transfer Station, which is located at 75 Brockway Place in White Plains, New York (the “Site” or the “Facility”). The Facility discharges stormwater associated with industrial activity, which is a “pollutant” within the meaning of Section 502(6) of the Clean Water Act (“CWA”), 33 U.S.C. § 1362(6), via one unpermitted outfall located on the east side of the Site to the East Branch of the Mamaroneck River, via the City of White Plains Municipal Separate Storm Sewer. EPA has issued three previous Administrative Compliance Orders—Docket Nos. CWA-02-2017-3022, CWA-02-2017-3050, and CWA-02-2022-3030—to DEF, in order to address past violations of the SPDES Multi-Sector General Permit (“MSGP”) initially discovered during an EPA Compliance Evaluation Inspection at the Facility on September 28, 2016.

Your Committee is further informed that, despite the Facility’s continued implementation of new Best Management Practices, increased street sweeping and cleaning, and the installation of the

AbTech Smart Vault System to prevent non-stormwater leachate discharges from the Facility, stormwater sampling results from the Facility continue to be consistently above the benchmark cutoff concentrations specified in the MSGP. The Facility has experienced recurring exceedances of the benchmark cut-off concentrations for Aluminum, Cadmium, Chemical Oxygen Demand, Copper, Iron, Lead, Total Suspended Solids, and Zinc.

Your Committee has been made aware that, in light of the above, DEF entered into negotiations with the EPA to address the Site's noncompliance, and these negotiations have resulted in the current proposed settlement. The essential terms of the CA/FO are as follows: DEF admits the jurisdictional and factual allegations of the CA/FO; DEF waives its right to contest the allegations, at a judicial or administrative hearing, or to appeal the CA/FO; and DEF consents to the payment of a civil penalty in the amount of \$38,000.00 to address the above-described violations. Importantly, the proposed civil penalty is the lowest possible amount under the circumstances, and the CA/FO includes language detailing the DEF's compliance efforts to date.

Your Committee understands that DEF has recommended approval of the settlement, and that the County Attorney concurs in that recommendation.

Your Committee finds, for the foregoing reasons, that this settlement, pursuant to the CA/FO, is prudent and reasonable, and it therefore recommends that the Act authorizing the CA/FO be adopted by this Board.

Dated: White Plains, New York
, 2026

COMMITTEE ON

2026-02-06 - SCM

FISCAL IMPACT STATEMENT

SUBJECT: Brockway Place Transfer NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

GENERAL FUND AIRPORT FUND SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense \$ 38,000

Total Current Year Revenue _____

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

Additional Appropriations Other (explain)

Identify Accounts: 251-60-7500-7500-4380

Potential Related Operating Budget Expenses: Annual Amount 38,000.00

Describe: BOL legislation to have consent agreement with United States Environmental Protection Agency Consent Agreement for the Brockway Place Transfer Station.

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: Sebastian Abraham

Title: Budget Specialist II

Department: Environmental Facilities

Date: February 9, 2026

wo
Reviewed By: 

Budget Director

Date: 2/9/26

AN ACT authorizing the Commissioner of the Department of Environmental Facilities to Enter Into a Consent Agreement and Final Order with the U.S. Environmental Protection Agency to settle a Civil Administrative Proceeding entitled *In the Matter of Westchester County Department of Environmental Facilities Brockway Place Transfer Station, 75 Brockway Place, White Plains, New York 10601 SPIDES Permit No. NYR00C354*

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

Section 1. The County of Westchester Department of Environmental Facilities (“DEF”) is hereby authorized to settle the proceeding entitled *In the Matter of Westchester County Department of Environmental Facilities Brockway Place Transfer Station, 75 Brockway Place, White Plains, New York 10601 SPIDES Permit No. NYR00C354* (the “Proceeding”), pursuant to the following terms: DEF admits the jurisdictional and factual allegations of the proposed Consent Agreement & Final Order in Docket No. CWA-02-2026-3301 (“CA/FO”); DEF waives its right to contest the allegations, at a judicial or administrative hearing, or to appeal the CA/FO; and DEF consents to the payment of a civil penalty in the amount of \$38,000.00.

Section 2. The Commissioner of DEF or the Commissioner’s Designee is hereby authorized to enter into and execute the CA/FO to settle the Proceeding, and to execute and deliver all documents necessary to accomplish the purpose hereof.

Section 3. This Act shall take effect immediately.

January 27, 2026

677 Broadway, Suite 1101
Albany, NY 12207
(518) 427-9700

Justin S. Miller
Member
Direct: (518) 701-2710
Fax: (518) 701-2804
JMILLER@HARRISBEACHMURTHA.COM

Via Federal Express
Tracking Number: 3981-4706-9413
Town of Rye
222 Grace Church Street, Suite 303
Port Chester, New York 10573
Attn: Charles J. Zaba, Assessor

**Re: Village of Port Chester Industrial Development Agency and
Abendroth Green LLC
Distribution of PILOT Agreement and RP-412-a
Property: 70 Abendroth Avenue, Town of Rye, Village of Port Chester
SBL: 142.31-1-51, as merged**

Dear Mr. Zaba:

On behalf of the Village of Port Chester Industrial Development Agency (the "Agency"), please find enclosed a completed and signed NYS Form RP-412-a, "Application for Real Property Tax Exemption" (the "Application"), along with a copy of the related signed Payment-In-Lieu-of-Tax Agreement, dated as of December 17, 2025 (the "PILOT Agreement"), and entered into by the Agency and Abendroth Green LLC (the "Company").

Pursuant to the Application, we ask that the Assessor please place the relevant portion of the subject tax parcels on tax roll section 8 (exempt) as of March 1, 2026 Taxable Status Date, with future in-lieu-of-tax payments administered in accordance with Schedule A of the PILOT Agreement. To the extent you will establish a new or stub parcel number for this Project, we ask that you please assign both a land value and improvements value to assist the Agency and affected tax jurisdictions with administering billing for this PILOT Agreement. To assist you with establishing a new or stub parcel for the Project, we have also enclosed the Project survey and legal description for you to reference.

This letter is being transmitted to you and each Affected Taxing Jurisdiction associated with the project described within the PILOT Agreement. Please do not hesitate to contact the undersigned with any questions or for additional information.

Very truly yours,

/s/ Justin S. Miller

Justin S. Miller

SCHEDULE A

WEST CHESTER COUNTY

Certified Mail No.

9489-0090-0027-6768-9164-50

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

Certified Mail No.

9489-0090-0027-6768-9164-67

Westchester County Board of Legislators
Attn: Chairman
Michaelian Office Building
148 Martine Avenue
White Plains, New York 10601

Town of Rye

Certified Mail No.

9489-0090-0027-6768-9164-74

Town of Rye
Attn: Supervisor
222 Grace Church Street
Port Chester, New York 10573

Port Chester-Rye Union Free School District

Certified Mail No.

9489-0090-0027-6768-9164-81

Port Chester-Rye Union Free School District
Attn: Superintendent
113 Bowman Avenue
Port Chester, New York 10573

Certified Mail No.

9489-0090-0027-6768-9164-98

Port Chester-Rye Union Free School District
Attn: President, Board of Education
113 Bowman Avenue
Port Chester, New York 10573

Certified Mail No.

9489-0090-0027-6768-9165-04

Port Chester-Rye Union Free School District
Attn: District Clerk
113 Bowman Avenue
Port Chester, New York 10573

Charles J. Zaba, Assessor
January 27, 2026
Page 4

Village of Port Chester

Certified Mail No.
9489-0090-0027-6768-9165-11
Village of Port Chester
Attn: Mayor
222 Grace Church Street
Port Chester, New York 10573

Certified Mail No.
9489-0090-0027-6768-9165-28
Village of Port Chester
Attn: Village Manager
222 Grace Church Street
Port Chester, New York 10573

LEGAL DESCRIPTION OF LAND

SECTION 142.31 - BLOCK 1 - LOT 51 ON THE TAX MAP OF WESTCHESTER COUNTY

All that certain plot, piece or parcel of land, situate, lying and being in the Village of Port Chester, Town of Rye, County of Westchester and State of New York, bounded and described as follows:

BEGINNING at a point on the southeasterly sideline of North Main Street, said point being distant 48.22 feet southwesterly from the intersection of the southeasterly sideline of North Main Street and the southerly side of Adce Street, said point being on the common division line between the herein described parcel to the south and lands now or formerly Espinoza (TM 142.31 -1 - 10) to the north;

RUNNING THENCE along the said common division line with Espinoza, the following Two (2) courses and distances:

1. South 55 degrees 09 minutes 22 seconds East, a distance of 48.60 feet;
2. North 34 degrees 50 minutes 38 seconds East, a distance of 1.33 feet to the common division line between the herein described parcel to the south and lands now or formerly 34 Adce Street Realty, LLC (TM 142.31 -1 -8) to the north;

THENCE along the said common division line with 34 Adce Street Realty, LLC, the following Three (3) courses and distances:

1. South 54 degrees 32 minutes 22 seconds East, a distance of 4.30 feet;
2. North 34 degrees 30 minutes 38 seconds East, a distance of 6.00 feet;
3. North 34 degrees 04 minutes 28 seconds East, a distance of 57.61 feet, to the said southerly sideline of Adce Street;

THENCE along the southerly sideline of Adce Street, South 72 degrees 53 minutes 42 seconds East, a distance of 116.20 feet, to the westerly sideline of Abendroth Avenue;

THENCE along the westerly sideline of Abendroth Avenue, the following Three (3) courses and distances:

1. South 17 degrees 06 minutes 18 seconds West, a distance of 6.49 feet;
2. South 34 degrees 15 minutes 18 seconds West, a distance of 98.34 feet;
3. South 36 degrees 34 minutes 18 seconds West, a distance of 207.92 feet to the common division line between the herein described parcel to the north and lands now or formerly 17-25 North Main Street, LLC (TM 142.31 - 1 -18) to the south;

THENCE along said common division line with 17-25 North Main Street, LLC, the following Five (5) courses and distances:

1. North 55 degrees 00 minutes 12 seconds West, a distance of 23.09 feet;
2. North 71 degrees 56 minutes 42 seconds West, a distance of 6.60 feet;
3. North 68 degrees 44 minutes 42 seconds West, a distance of 26.34 feet;
4. South 20 degrees 50 minutes 45 seconds West, a distance of 31.13 feet;
5. North 55 degrees 09 minutes 22 seconds West, a distance of 112.00 feet to the said southeasterly sideline of North Main Street;

Charles J. Zaba, Assessor
January 27, 2026
Page 6

THENCE along the southeasterly sideline of North Main Street, North 34 degrees 50 minutes 38 seconds East, a distance of 250.30 feet, to the point or place of BEGINNING.

Being the same premises as described in Deeds dated November 1, 2022, recorded November 3, 2022 as Control No. 62236065 and Control No. 622843800.

Charles J. Zaba, Assessor
January 27, 2026
Page 7

SURVEY INSTRUMENT

[See Attached]

c. Municipal corporations to which payments will be made

	Yes	No
County <u>Westchester</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Town/City <u>Rye</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Village <u>Port Chester</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
School District <u>Port Chester-Rye</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>Union Free SD</u>		

d. Person or entity responsible for payment

Name Abendroth Green LLC
 Title Attn: Joseph Riggs, Authorized Signatory
 Address 826 Broadway, Floor 11
New York, New York 10003

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. Lease-Leaseback Transaction

Telephone _____

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 1/27/26 (date) to the chief executive official of each municipality within which the project is located as indicated in Item 3.

CERTIFICATION

I, Frank Ferrara, Chairman of _____

Name	Title
<u>Village of Port Chester Industrial Development Agency</u>	_____
Organization	_____

hereby certify that the information on this application and accompanying papers constitutes a true statement of facts.

December 17, 2025
Date


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

VILLAGE OF PORT CHESTER INDUSTRIAL DEVELOPMENT AGENCY

AND

ABENDROTH GREEN LLC

PAYMENT IN-LIEU-OF-TAX AGREEMENT

Abendroth Green LLC Project
70 Abendroth Avenue
Port Chester, New York 10573

TMID No.:
142.31-1-51, as merged

IDA Project Number 5505-25-02A

Dated as of December 17, 2025

Affected Tax Jurisdictions:

**Westchester County
Town of Rye
Village of Port Chester
Port Chester-Rye Union Free School District**

PAYMENT IN-LIEU-OF-TAX AGREEMENT

THIS PAYMENT IN-LIEU-OF TAX AGREEMENT, dated as of December 17, 2025 (herein, this “Agreement” or “PILOT Agreement”), is by and between the **VILLAGE OF PORT CHESTER INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation duly existing under the laws of the State of New York (the “State”) with offices at 222 Grace Church Street, Port Chester, New York, 10573 (the “Agency”) and **ABENDROTH GREEN LLC**, a New York limited liability company having offices at 826 Broadway, Floor 11, New York, New York 10003 (the “Company”).

WITNESSETH:

WHEREAS, the Agency was created by Chapter 688 of the Laws of 1970 of the State of New York pursuant to Title I of Article 18-A of the General Municipal Law (“GML”) of the State of New York (collectively, the “Act”) as a body corporate and politic and as a public benefit corporation of the State of New York; and

WHEREAS, the Company previously submitted an application to the Agency requesting the Agency’s assistance with a certain project (the “Project”) consisting of (i) the acquisition by the Agency of a leasehold interest certain parcels of real property located at 70 Abendroth Avenue, Port Chester, New York (the “Land”, being more particularly described as tax parcel number 142.31-1-51, as merged) along with the existing improvements thereon consisting principally of various mixed use, commercial office, retail and other building improvements (the “Existing Improvements”); (ii) the demolition, renovation, reconstruction and rehabilitation of the Existing Improvements and the planning, design, construction, operation and leasing by the Company of a six story multi-tenanted, mixed use redevelopment project that will include: (a) approximately 203 residential apartment units, (b) approximately 15,500 square feet of multi-tenanted and mixed use commercial/retail space, (c) structured parking improvements in and around the various structures providing for approximately 144 parking spaces, and (d) other amenities, various subsurface structural improvements, roadway improvements, access and egress improvements, storm water improvements, utility improvements, signage, curbage, sidewalks, and landscaping improvements (collectively, the “Improvements”); (iii) the acquisition of and installation in and around the Existing Improvements and Improvements by the Company of machinery, equipment, fixtures and other items of tangible personal property (the “Equipment” and, collectively with, the Land, the Existing Improvements and the Improvements, the “Facility”); and (iv) entering into a straight lease transaction (within the meaning of subdivision (15) of Section 854 of the Act), pursuant to which the Agency will retain a leasehold interest in the Facility for a period of time and sublease such interest in the Facility back to the Company (the “Straight Lease Transaction”); and

WHEREAS, by resolution adopted June 11, 2025, the Agency authorized (i) the undertaking of the Project and the appointment of the Company as agent of the Agency to undertake same; (ii) the execution and delivery of an Agent and Financial Assistance and Project Agreement (the “Agent Agreement”), Lease Agreement (the “Lease Agreement”), Leaseback Agreement (the “Leaseback Agreement”), Payment-in-lieu-of-Tax agreement (the “PILOT Agreement”), and PILOT Mortgage to be entered into with respect to the Project, along with related documents; and (iii) the provision of the Financial Assistance to the Company, which shall include (a) an exemption from all state and local sales and use taxes with respect to the

qualifying personal property included in or incorporated into the Facility or used in the construction and equipping of the Facility, (b) mortgage recording tax exemptions in connection with financings undertaken by the Company for the Project, and (c) a partial real property tax abatement through the execution of the PILOT Agreement regarding payments in lieu of real property taxes to be made for the benefit of the Affected Tax Jurisdictions (as defined herein); and

WHEREAS, in order to induce the Company to acquire, renovate, construct and equip the Facility, the Agency is willing to acquire and retain a leasehold interest in the Land, the Existing Improvement, the Improvements and personal property constituting the Facility pursuant to the Lease Agreement, and thereafter the Agency will lease back the Facility to the Company pursuant to the terms and conditions of the Leaseback Agreement; and

WHEREAS, the Agency and Company desire to enter into this Agreement to require and make provisions for payments in lieu of taxes by the Company to the Agency for the benefit of Village of Port Chester (the "Village"), the County of Westchester (the "County"), the Town of Rye (the "Town"), and the Port Chester-Rye Union Free School District (hereinafter the "School District" or "School" and, collectively with the Village, County and Town, the "Affected Tax Jurisdictions"); and

WHEREAS, pursuant to Section 874(1) of the Act, the Agency is exempt from the payment of taxes imposed upon real property and improvements owned by it or under its jurisdiction, control or supervision, other than special ad valorem levies, special assessments and service charges against real property which are or may be imposed for special improvements or special district improvements; and

NOW, THEREFORE, in consideration of the covenants herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

Section I – Payment in lieu of Ad Valorem Taxes.

1.1 A. Subject to the completion and filing by the taxable status date of **May 1, 2026** (the "Taxable Status Date") of New York State Form RP-412-a Application For Real Property Tax Exemption (the "Exemption Application") under Section 412-a of the New York State Real Property Tax Law and Section 874 of the Act and the approval of the Exemption Application by the appropriate assessors or Board of Assessment Review, the Land and the Existing Improvements (along with the Improvements once constructed by the Company, as agent of the Agency) shall be exempt from Real Estate Taxes for the periods set forth in Section 1.5. For purposes of the foregoing "Real Estate Taxes" means all general levy real estate taxes levied against the Facility by the County, Town, Village and the School. The Company shall provide to the Agency with the information necessary for the completion and filing of the Exemption Application and shall provide such additional information and take such actions as are required by the appropriate assessors or Board of Assessment Review to process and approve the Exemption Application. Notwithstanding anything contained herein or in the Leaseback Agreement to the contrary, in the event the exemption from Real Estate Taxes is denied for any reason, the Company shall pay (and hereby agrees to pay) all Real Estate Taxes levied upon the

Facility as they become due. After giving written notice to the Agency, the Company may in good faith contest the denial of the Exemption Application, provided that (i) the overall operating efficiency of the Facility is not impaired and the Facility continues to qualify as a “project” under the Act; (ii) neither the Facility nor any part of or interest in it would be in any danger of being sold, forfeited or lost; or (iii) neither the Company nor the Agency, as a result of such contest, shall be in any danger of any civil or criminal liability. The Company hereby waives any claim or cause of action against the Agency, and releases the Agency from any liability to the Company, arising from the denial of an exemption from Real Estate Taxes except to the extent that such denial results solely from the failure of the Agency to file the Exemption Application with the appropriate assessors or Board of Assessment Review by the Taxable Status Date..

B. Interim Real Estate Taxes. To the extent imposed by any of the Affected Tax Jurisdictions, the Company shall pay all Real Estate Taxes relating to the Land and Existing Improvements (if any) due and payable from the date hereof through the Taxable Status Date.

C. Payee. As long as the Facility is owned by the Agency or under its jurisdiction, control or supervision, the Company agrees to pay annually to the Agency, on behalf of the Affected Tax Jurisdictions, as a payment in-lieu-of-taxes, on or before **September 30** of each year beginning **September 30, 2026** (for Village and School Taxes) and on or before **April 30** of each year beginning **April 30, 2027** (for County and Town Taxes) (each and collectively, the “Payment Date”), an amount equal to the Total PILOT payment (as hereinafter defined within **Schedule A**). The Company hereby agrees to make all such Total PILOT Payments on or before each Payment Date without further notice or invoice from the Agency or the Affected Tax Jurisdictions. The Agency and/or the Affected Tax Jurisdictions will issue invoices for PILOT Payments prior to the respective Payment Dates during the term hereof, however, the Company hereby agrees that it shall in all events make timely payments of Total PILOT Payments as required pursuant to this Agreement, irrespective of issuance and/or receipt of invoices therefore.

The parties agree and acknowledge that payments made hereunder are to obtain revenues for public purposes, and to provide a revenue source that the Affected Tax Jurisdictions would otherwise lose because the subject parcels are not on the tax rolls.

The Company acknowledges and agrees that the Company shall timely pay all Special District Taxes (as each are defined herein) accruing and payable during the Term hereof.

1.2 Allocation. In accordance with Section 874 of the Act, the Agency shall remit to the Affected Tax Jurisdictions amounts received hereunder within thirty (30) days of receipt of said payment and shall allocate said payments among the Affected Tax Jurisdictions in the same proportion as ad valorem taxes would have been allocated but for the Agency’s involvement, unless the Affected Tax Jurisdictions have consented in writing to a specific allocation. The Company shall have no obligation to ensure appropriate distributions of any Total PILOT Payment (including any applicable penalties or interest to the extent paid late) to the Affected Tax Jurisdictions by the Agency and shall be deemed released from any further obligations for timely distribution of any such payments made by the Company to the Agency.

1.3 Tax Rates. For purposes of determining the calculation and allocation of the Total PILOT Payment among the Affected Tax Jurisdictions, the Agency shall use the last tax rate utilized for levy of taxes by each such jurisdiction. For County, Town, and special district purposes, the tax rates used to determine the allocation of the Total PILOT Payment shall be the tax rates relating to the calendar year which includes the PILOT payment due date. For Village and School District purposes, the tax rates used to determine the PILOT payment shall be the rate relating to the Village and School fiscal year which includes the PILOT payment due date.

1.4 Valuation of and PILOT Payments for Future Additions to the Facility: If there shall be a future addition to the Facility constructed or added in any manner after the date of this Agreement (apart from the Project described herein), the Company shall notify the Agency of such future addition ("Future Addition"). The notice to the Agency shall contain a copy of the application for a building permit, plans and specifications, and any other relevant information that the Agency may thereafter request. Unless otherwise incorporated as an amendment hereto or through a supplemental PILOT Agreement entered into by the Agency upon application by the Company, beginning with the first PILOT Year after May 1 following the earlier of substantial completion, or the issuance of a certificate of occupancy for any such Future Addition to the Facility, the Company shall become liable for payments in lieu of taxes related to such Future Addition ("Future Addition PILOT Payment") which shall be separate and apart from the Total PILOT Payment and which shall be equal each year to the assessment of such Future Addition by the Town Assessor(s) less any applicable exemption other than the Agency's exemption, multiplied by the then current tax rates of the Affected Tax Jurisdictions. PILOT Invoices shall reflect any Future Addition PILOT Payments. The applicable assessor shall notify the Company of any proposed increase in the Total PILOT Payment related to such Future Addition. If the Company shall disagree with the determination of assessed value for any Future Additions made by the Assessor, the Company may challenge such assessment in accordance with Article IV hereof. Notwithstanding any disagreement between the Company and the assessor, the Company shall pay the Future Addition PILOT Payment as a component of Total PILOT payment until a different Future Addition PILOT Payment shall be established. If a lesser Future Addition PILOT Payment is determined in any proceeding or by subsequent agreement of the parties, the Future Addition PILOT Payment shall be re-computed and any excess payment shall be refunded to the Company or, in the Agency's sole discretion, such excess payment shall be applied as a credit against the next succeeding Future Addition PILOT Payment(s).

1.5 Period of Benefits. The prospective tax benefits provided for herein should be deemed to include the Land, the Existing Improvements and the Improvements for (i) the 2028 Town and County tax years through the 2047 Town and County tax years and (ii) the 2027-2028 Village and School tax years through the 2046-2047 Village and School tax years. This PILOT Agreement shall expire on December 31, 2047, or earlier pursuant to the terms hereof (the "Termination Date"), *provided, however*, the Company shall pay the 2048 County and Town tax bills and the 2047-2048 School and Village tax bills on the dates and in the amounts as if the Agency were not in title on the tax status date with respect to said tax years (and in accordance with RPTL Section 520, the Company shall also timely pay all applicable Village and School taxes accruing after December 31, 2047 following the termination of this PILOT Agreement). In no event shall the Company be entitled to receive tax benefits relative to the Facility for more than the periods provided for herein, unless the period is extended by amendment to this Agreement executed by both parties after any applicable public hearings. The Company agrees

that it will not seek any tax exemption for the Facility which could provide benefits for more than the periods provided for herein and specifically agrees that the exemptions provided for herein, to the extent actually received (based on the number of lease years elapsed), supersede and are in substitution of the exemptions provided by any other applicable section of the New York Real Property Tax Law ("RPTL"). It is hereby agreed and understood that the Affected Tax Jurisdictions can rely upon and enforce the above waiver to the same extent as if they were signatories hereto.

Section II - Special District Charges, Special Assessments, and other charges.

2.1 Special district charges, special assessments, and special ad valorem levies (specifically including but not limited to any fire district charges or "curb charges"), applicable pure water charges, and all sewer charges (all of the foregoing, collectively, "Special District Charges") are to be paid in full by the Company to the applicable Affected Tax Jurisdiction and/or applicable special district in accordance with normal billing practices. No such payment by the Company for Special District Charges shall serve to offset the amount of Total PILOT Payments due hereunder.

Section III - Transfer of Facility.

3.1 In the event that the Facility is transferred from the Agency to the Company (the Lease Agreement and Leaseback Agreement are terminated, and herein, a "Transfer"), and the Company is ineligible for a continued tax exemption under some other tax incentive program, or the exemption results in a payment to the Affected Tax Jurisdictions in excess of the payment described in Section I herein, or this Agreement terminates and the property is not timely transferred back to the Company, the provisions of RPTL Sections 302 and 520 shall be deemed to apply, and the Company agrees to pay to each of the Affected Tax Jurisdictions no later than (i) the next tax levy date (plus any applicable grace period), or (ii) the date required pursuant to any invoice issued pursuant to RPTL Section 520, an amount equal to the taxes and assessments which would have been levied on the Facility if the Facility had been classified as fully taxable as of the date of transfer or loss of eligibility of all or a portion of the exemption described herein or date of termination.

Section IV - Assessment Challenges.

4.1 The Company shall have all of the rights and remedies of a taxpayer as if and to the same extent as if the Company were the owner of the Facility or any Future Addition, with respect to any proposed assessment or change in assessment with respect to the Facility or any Future Addition by any of the Affected Tax Jurisdictions and likewise shall be entitled to protest before and be heard by the appropriate assessors or Board of Assessment Review, and shall be entitled to take any and all appropriate appeals or initiate any proceedings to review the validity or amount of any assessment or the validity or amount of any tax equivalent provided for herein. The Company, on its own behalf, and on behalf of its tenants, heirs, successors and assigns, hereby acknowledges and agrees that any such challenge shall not impact or reduce the amount of Base Value, as defined herein, which may not be challenged or reduced in any fashion during the term hereof. The foregoing forbearance from any challenge or protest relating to the amount of Base Value shall survive the assignment or termination of this Agreement and/or the

Leaseback Agreement and shall be enforceable by the Agency or any of the Affected Tax Jurisdictions for the contemplated term of this Agreement (December 31, 2047).

4.2 The Company shall have all of the rights and remedies of a taxpayer with respect to any Special Charges as if and to the same extent as if the Company were the owner of the Facility.

4.3 The Company shall (i) use reasonable efforts to cause the appropriate real estate tax assessment office and tax levy officers to assess any Future Addition and apply tax rates to the respective assessments as if the Future Addition were owned by the Company, (ii) file any accounts or tax returns required by the appropriate real estate tax assessment office and tax levy officers.

Section V - Changes in Law.

5.1 To the extent the Facility is declared to be subject to taxation or assessment by an amendment to the Act, other legislative change, or by final judgment of a Court of competent jurisdiction, the obligations of the Company hereunder shall, to such extent, be null and void.

Section VI - Events of Default.

6.1 The following shall constitute "Events of Default" hereunder. The failure by the Company to: (i) make the payments described in Section I by any applicable Payment Date (the "Delinquency Date"); (ii) make any other payments described herein on or before the last day of any applicable cure period within which said payment can be made without penalty; or (iii) the occurrence and continuance of any events of default under the Leaseback Agreement after the expiration of any applicable cure periods. Upon the occurrence of any Event of Default hereunder, in addition to any other right or remedy the Agency and/or the Affected Tax Jurisdictions may have at law or in equity, the Agency and/or Affected Tax Jurisdictions may, immediately and without further notice to the Company (but with notice to the Agency with respect to actions maintained by the Affected Tax Jurisdictions) pursue any action in the courts to enforce payment or to otherwise recover directly from the Company any amounts so in default. The Agency and the Company hereby acknowledge the right of the Affected Tax Jurisdictions to recover directly from the Company any amounts so in default pursuant to GML Section 874(6) and the Company shall immediately notify the Agency of any action brought, or other measure taken, by any Affected Tax Jurisdiction to recover any such amount.

6.2 If payments pursuant to Section I herein are not made by the Delinquency Date, or if any other payment required to be made hereunder is not made by the last day of any applicable cure period within which said payment can be made without penalty, the Company shall pay penalties and interest as follows. With respect to payments to be made pursuant to Section I herein, if said payment is not received by the Delinquency Date defined in Section 6.1 herein, Company shall pay, in addition to said payment, (i) a late payment penalty equal to five percent (5%) of the amount due and (ii) for each month, or any part thereof, that any such payment is delinquent beyond the first month, interest on the total amount due plus the late payment penalty, in an amount equal to one percent (1%) per month. With respect to all other payments due hereunder, if said payment is not paid within any applicable cure period, Company

shall pay, in addition to said payment, the greater of the applicable penalties and interest or penalties and interest which would have been incurred had payments made hereunder been tax payments to the Affected Tax Jurisdictions.

6.3 A Permitted Mortgagee or Lender (as defined within the Leaseback Agreement) shall be granted the right, but shall be under no obligation, to cure or cause to be cured any event of default hereunder within applicable cure periods. The Agency shall accept such performance by or at the instigation of Lender as if the same had been done by the Company.

Section VII - Assignment.

7.1 No portion of any interest in this Agreement may be assigned by the Company, nor shall any person other than the Company be entitled to succeed to or otherwise obtain any benefits of the Company hereunder without the prior written consent of the Agency as applicable and in accordance with Section 6.3 of the Leaseback Agreement. The assignment, mortgage, collateral assignment, or grant of security interest in all or any part of Agency's interests in the Facility, including the Company's rights and obligations pursuant to this Agreement, or any part or parts thereof, in connection with the Company's financing of the Facility, shall be governed pursuant to Section 6.1 of the Leaseback Agreement. In connection with any such assignment, mortgage, collateral assignment or grant of security interest, the Agency agrees to execute an estoppel certificate regarding the status of this Agreement, and such further documents as are reasonably requested by any person providing debt, equity, or other financing for the Facility. Other than by operation of law in accordance with the Act, the Agency shall not assign or cause the assignment of this Agreement to any other party without the Company's written consent.

Section VIII - Miscellaneous.

8.1 Counterparts. This Agreement may be executed in any number of counterparts each of which shall be deemed an original but which together shall constitute a single instrument.

8.2 Notices. All notices, claims and other communications hereunder shall be in writing and shall be deemed to be duly given if personally delivered or mailed first class, postage prepaid, or by nationally recognized courier, such as Federal Express, as follows:

To the Agency: Village of Port Chester Industrial Development Agency
222 Grace Church Street
Port Chester, New York 10573
Attn: Chairman

With copies to: Harris Beach Murtha Cullina PLLC
677 Broadway, Suite 1101
Albany, New York 12207
Attn: Justin S. Miller, Esq.

To the Company: Abendroth Green LLC
826 Broadway, Floor 11
New York, New York 10003
Attn: Joseph Kohl Riggs

With copies to: Zarin & Steinmetz LLP
81 Main Street, Suite 415
White Plains, New York 10601
Attn: David J. Cooper, Esq.

To the Lender: Truist Bank
CIG-CRE Loan Admin Atlanta Office
303 Peachtree Street NE, 3rd Floor
Mail Code GA-ATL-803-05-03-40
Atlanta, Georgia 30308

and

Truist Bank
50 Hudson Yards, 69th Floor
New York, New York 10001
Attention: Mr. Michael Rogers

With a copy to: ArentFox Schiff LLP
1301 Avenue of the Americas, 42nd Floor
New York, New York 10019
Attn: Paul G. Mackey, Esq.

or at such other address as any party may from time to time furnish to the other party by notice given in accordance with the provisions of this Section. All notices shall be deemed given when mailed or personally delivered in the manner provided in this Section.

8.3 Applicable Law. This Agreement shall be governed by, and all matters in connection herewith shall be construed and enforced in accordance with, the laws of the State of New York applicable to agreements executed and to be wholly performed therein and the parties hereto hereby agree to submit to the personal jurisdiction of the federal or state courts located in Westchester County, New York.

8.4 No Recourse. Notwithstanding any other term or condition contained herein, all obligations of the Agency hereunder shall constitute a special obligation payable solely from the revenues and other monies, if any, derived from the Facility and paid to the Agency by the Company. Neither member of the Agency nor any person executing this Agreement on its behalf shall be liable personally under this Agreement. No recourse shall be had for the payment of the principal or interest on amounts due hereunder or for any claim based upon or in respect of any modification of or supplement hereto against any past, present or future member, officer, agent, servant, or employee, as such, of the Agency, or of any successor or political subdivision, either directly or through the Agency or any such successor, all such liability of such members, officer,

agents, servants and employees being, to the extent permitted by law, expressly waived and released by the acceptance hereof and as part of the consideration for the execution of this Agreement.

8.5 Agency Financial Assistance Recapture Provisions. In accordance with the Agency's Project Recapture and Termination and Assignment Policy (the "Recapture Policy"), and notwithstanding anything contained herein to the contrary, the Agency, at its sole but reasonable discretion and on a case-by-case basis, may determine during the term hereof, (but shall not be required to do so) that the Project has failed to meet its intended capital investment and job creation goals as set forth within the Agent and Financial Assistance and Project Agreement, dated as of October 17, 2025 and entered into by the Agency and the Company, or failed to cause the Facility to be constructed, as described herein, and to require the Company to agree to the recapture by the Agency of the value of any or all exemptions from taxation granted with respect to the project by virtue of the Agency's involvement. Events that the Agency may determine will trigger recapture (each a "Recapture Event") may include, but not limited to (i) closure of the Facility; (ii) significant employment reduction, which shall mean a material employment reduction of Full Time Equivalents ("FTEs") or more after commencement of operations of the Facility by the Company below the minimum number of FTEs identified in the Application; (iii) significant change in use in facility, which shall mean a change in use of the Facility from the definition of "Project", as contained herein, or such other use as may be consented to by the Agency in writing; (iv) significant change in business activities or project applicant or operator, which shall mean a change in the business activities from the intended use of the Facility as of the date hereof, or such other use as may be consented to by the Agency in writing; or (v) material noncompliance with or breach of terms of Agency transaction documents (including any Event of Default as defined herein or within the Leaseback Agreement) or of zoning or land use laws or regulations or federal, state or local environmental laws or regulations. If the Agency determines to provide for the recapture with respect to a particular project, the Agency also shall, in its sole but reasonable discretion and on a case-by-case basis, determine the timing and percentage of recapture. The Agency shall notify the Company in writing within thirty (30) days of any such Recapture Event and/or Event of Default of its intent to recapture any financial assistance provided by the Agency to the Company, including PILOT Benefits (or any portion thereof, and collectively, a "Recapture"), and in accordance with the Recapture Policy, the Company will be afforded a hearing at which the Company will be provided with an opportunity to provide a valid explanation for the Recapture Event. Following said hearing, and upon the Agency's final determination for a Recapture, the Company agrees to pay same within thirty (30) days of demand therefor.

8.6 Consents to be Reasonable. Any approval, consent, opinion or judgment of the parties hereto provided for herein shall not be unreasonably withheld, conditioned or delayed, except as may be specifically provided for otherwise herein.

8.7 Successors and Assigns. This Agreement shall inure to the benefit of, and shall be binding upon the parties hereto and their respective successors and assigns as permitted hereunder and within the Leaseback Agreement.

8.8 Severability. If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this 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 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.

8.9 Section Headings Not Controlling. The headings of the several Sections in this Agreement have been prepared for convenience of reference only and shall not control or affect the meaning of or be taken as an interpretation of any provision of this Agreement.

8.10 No Waiver. In the event any agreement herein should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

8.11 Amendment. This Agreement may not be amended, changed, modified or altered except in writing executed by the parties hereto.

8.12 Complete Agreement. Unless supplemented or otherwise amended in writing by the Company and the Agency in accordance with the laws of the State of New York, this Agreement constitutes the parties' entire agreement with respect to the subject set forth herein except as may be provided for in the Leaseback Agreement and no other agreements or policies, written or unwritten, implied or express, will be deemed effective.

(Remainder of page intentionally left blank)

[Signature Page to PILOT Agreement]

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

**VILLAGE OF PORT CHESTER INDUSTRIAL
DEVELOPMENT AGENCY**

By: 
Name: Frank Ferrara
Title: Chairman

ABENDROTH GREEN LLC

By: _____
Name: Joseph Riggs
Title: Authorized Signatory

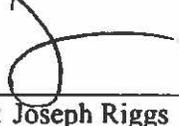
[Signature Page to PILOT Agreement]

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

**VILLAGE OF PORT CHESTER INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____
Name: Frank Ferrara
Title: Chairman

ABENDROTH GREEN LLC

By:  _____
Name: Joseph Riggs
Title: Authorized Signatory

[Acknowledgment Page to PILOT Agreement]

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

On the 11 day of December in the year 2025, before me, the undersigned, personally appeared **FRANK FERRARA**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Maryann Nielsen

Notary Public

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

On the _____ day of December in the year 2025, before me, the undersigned, personally appeared **JOSEPH RIGGS**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

[Acknowledgment Page to PILOT Agreement]

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

On the ___ day of December in the year 2025, before me, the undersigned, personally appeared **FRANK FERRARA**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On the 12th day of December in the year 2025, before me, the undersigned, personally appeared **JOSEPH RIGGS**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Joseph D. Love

Notary Public

JOSEPH D. LOVE
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 0LO6088118
Qualified in Queens County
My Commission Expires 3/3/27

SCHEDULE A

“Total PILOT Payment” shall be calculated as follows:

<u>PILOT Year</u>	<u>Town and County Tax Years</u>	<u>Village and School Tax Years</u>	<u>Total Taxable Valuation*</u>
Interim	2026	2025-26	Base Valuation (PILOT Payment)
Interim	2027	2026-27	Base Valuation (PILOT Payment)
Year 1	2028	2027-28	Base Valuation, plus (Added Value x .00)
Year 2	2029	2028-29	Base Valuation, plus (Added Value x .02)
Year 3	2030	2029-30	Base Valuation, plus (Added Value x .02)
Year 4	2031	2030-31	Base Valuation, plus (Added Value x .02)
Year 5	2032	2031-32	Base Valuation, plus (Added Value x .04)
Year 6	2033	2032-33	Base Valuation, plus (Added Value x .04)
Year 7	2034	2033-34	Base Valuation, plus (Added Value x .04)
Year 8	2035	2034-35	Base Valuation, plus (Added Value x .08)
Year 9	2036	2035-36	Base Valuation, plus (Added Value x .15)
Year 10	2037	2036-37	Base Valuation, plus (Added Value x .25)
Year 11	2038	2037-38	Base Valuation, plus (Added Value x .30)
Year 12	2039	2038-39	Base Valuation, plus (Added Value x .40)
Year 13	2040	2039-40	Base Valuation, plus (Added Value x .45)
Year 14	2041	2040-41	Base Valuation, plus (Added Value x .75)
Year 15	2042	2041-42	Base Valuation, plus (Added Value x .85)
Year 16	2043	2042-43	Base Valuation, plus (Added Value x .88)
Year 17	2044	2043-44	Base Valuation, plus (Added Value x .90)
Year 18	2045	2044-45	Base Valuation, plus (Added Value x .95)
Year 19	2046	2045-46	Base Valuation, plus (Added Value x .95)
Year 20	2047	2046-47*	Base Valuation, plus (Added Value x .98)

For the term of this PILOT Agreement, the Company shall continue to pay full taxes based on the assessed value of the Land before completion of any Improvements (the “Base Valuation”). During the term of this PILOT Agreement, the Base Valuation shall be frozen at **\$2,157,600**. The Total Taxable Valuation for each Total PILOT Payment shall be calculated such that a graduated abatement factor (“Abatement Factor”) shall be applied to the increased assessed valuation attributable to the Improvements made to the Facility by the Company, as an Agent of the Agency, for the Project (the “Added Value”).

Once the Total Taxable Valuation is established using the Abatement Factor, the Total PILOT Payment shall be determined by multiplying the Total Taxable Valuation by the respective tax rate for each Affected Tax Jurisdiction. This PILOT Agreement expires as of December 31, 2047, after which, the Facility shall be subject to full taxation by the Affected Tax Jurisdictions.

Total Taxable Valuation = Base Valuation + (Added Value x Abatement Factor)

Total PILOT Payment = Total Taxable Valuation x Tax Rate

* - In accordance with Section 1.5 hereof, the Company shall pay the 2048 County and Town tax bills and the 2047-2048 School and Village tax bills on the dates and in the amounts as if the Agency were not in title on the tax status date with respect to said tax years.

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

January 30, 2026

VIA FEDERAL EXPRESS
#70151520000163326525

Lloyd Tasch, IAO
Assessor
City of White Plains
255 Main Street
White Plains, New York 10601

Re: S-WP/WP LLC and County of Westchester Industrial Development Agency, Amended and Restated PILOT Agreement and Amended NYS Form RP-412-a, "Application for Real Property Tax Exemption"

Premises: 10 Dr. Martin Luther King Jr. Boulevard, City of White Plains Section 125.67, Block 5, Lot 1..23 (f/k/a p/o Section 125.67, Block 5, Lot 1..2)

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, an **amended** NYS Form RP-412-a "Application for Real Property Tax Exemption" with a signed copy of the related Amended and Restated Payment in Lieu of Taxes Agreement for Split Project (Parking Component) (the "Parking PILOT Agreement"), dated January 30, 2026, and effective as of November 30, 2022 (the "Effective Date"), by and between the County of Westchester Industrial Development Agency (the "Agency") and S-WD/WP LLC (the "Company").

The Parking PILOT Agreement amends and restates and splits that certain Payment in Lieu of Taxes Agreement (Unit 2), dated as of August 1, 2022, and effective as of the Effective Date, by and between the Agency and the Company as previously amended by that certain First Amendment to Payment in Lieu of Tax Agreement, dated as of February 7, 2025, by and between the Agency and the Company (collectively, the "Existing PILOT Agreement"). The Agency considers the Parking PILOT Agreement to be retroactive to the dated date of the Existing PILOT Agreement. The Premises, therefore, should be considered exempt from real property taxes as of and retroactive to the Effective Date.

Schedule A

WESTCHESTER COUNTY

Via Certified Mail

No. 70151520000163326532
The Honorable Kenneth Jenkins
Westchester County Executive
148 Martine Avenue, 9th Floor
White Plains, New York 10601

Via Certified Mail

No. 70151520000163326549
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. 70151520000163326563
Contracts and Real Estate Bureau
Westchester County Attorney's Office
148 Martine Avenue, 6th Floor
White Plains, New York 10601

Via Certified Mail

No. 70151520000163326570
Commissioner
Westchester County Department of Finance
148 Martine Avenue, Suite 720
White Plains, New York 10601

Via Certified Mail

No. 70151520000163326587
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. 70151520000163326594
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. 70200090000093694502
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. 70200090000093694519
Dr. Joseph Ricca
Superintendent of Schools
White Plains Public Schools
5 Homeside Lane
White Plains, New York 10605

Via Certified Mail

No. 70200090000093694526
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)

AMENDED

INDUSTRIAL DEVELOPMENT AGENCIES
APPLICATION FOR REAL PROPERTY TAX EXEMPTION
(Real Property Tax Law, Section 412-a and General Municipal Law, Section 874)

- | | |
|--|--|
| <p>1. <u>INDUSTRIAL DEVELOPMENT AGENCY (IDA)</u></p> <p>Name <u>County of Westchester Industrial Development Agency</u></p> <p>Street <u>148 Martine Avenue, Room 903</u></p> <p>City <u>White Plains, New York 10601</u></p> <p>Telephone no. Day (914) <u>995-2900</u></p> <p style="padding-left: 100px;">Evening () _____</p> <p>Contact <u>Joan McDonald</u></p> <p>Title <u>Chairperson</u></p> | <p>2. <u>OCCUPANT (IF OTHER THAN IDA)</u>
(If more than one occupant attach separate listing)</p> <p>Name <u>S-WD/WP LLC</u></p> <p>Street <u>c/o Cappelli Organization, 5 Renaissance Sq, 42nd Fl</u></p> <p>City <u>White Plains, NY 10601</u></p> <p>Telephone no. Day (914) <u>769-6500</u></p> <p style="padding-left: 100px;">Evening () _____</p> <p>Contact <u>Louis Cappelli</u></p> <p>Title <u>Authorized Person</u></p> |
|--|--|

- 3. DESCRIPTION OF PARCEL**
- | | |
|---|---|
| <p>a. Assessment roll description (tax map no./roll year)
<u>125.67-5-1.23</u></p> <p>b. Street address <u>10 Dr. Martin Luther King Jr. Blvd</u></p> <p>c. City, Town or Village <u>City of White Plains</u></p> | <p>d. School District <u>White Plains</u></p> <p>e. County <u>Westchester</u></p> <p>f. Current assessment <u>n/a</u></p> <p>g. Deed to IDA (date recorded; liber and page)
<u>Lease to IDA (01/06/23; 623193716)</u></p> |
|---|---|

- 4. GENERAL DESCRIPTION OF PROPERTY** (if necessary, attach plans or specifications)
- | | |
|---|--|
| <p>a. Brief description (include property use) <u>Approx. 600 space parking facility</u></p> <p>b. Type of construction <u>steel and concrete</u></p> <p>c. Square footage _____</p> <p>d. Total cost <u>45,750,00</u></p> <p>e. Date construction commenced <u>Immediately</u></p> | <p>f. Projected expiration of exemption (i.e. date when property is no longer possessed, controlled, supervised or under the jurisdiction of IDA)
<u>June 30, 2043</u></p> |
|---|--|

- 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).
- | |
|--|
| <p>a. Formula for payment <u>See attached Amended and Restated PILOT Agreement for Split Project (Parking Component)</u></p> <p>b. Projected expiration date of agreement <u>June 30, 2043</u></p> |
|--|

c. Municipal corporations to which payments will be made

	Yes	No
County <u>Westchester</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Town/City <u>White Plains</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Village <u>N/a</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
School District <u>White Plains</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

d. Person or entity responsible for payment

Name S-WD/WP LLC
 Title Attn: Louis Cappelli
 Address c/o Cappelli Organization
5 Renaissance Sq, 42nd Fl, White Plains, NY

e. Is the IDA the owner of the property? Yes No (check one)

If "No" identify owner and explain IDA rights or interest Telephone 914-769-6500
 in an attached statement. No: Occupant owns the property and leases to IDA.

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 IDA Leasehold assessment roll year 2024

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.

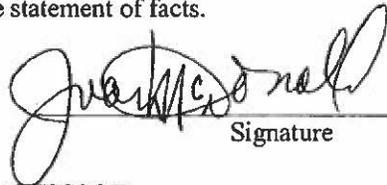
CERTIFICATION

I, Joan McDonald, Chairperson of _____

Name Title
County of Westchester Industrial Development Agency hereby certify that the information
 Organization

on this application and accompanying papers constitutes a true statement of facts.

Date



 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

AMENDED AND RESTATED PAYMENT IN LIEU OF TAXES AGREEMENT
FOR SPLIT PROJECT (PARKING COMPONENT)

Between

COUNTY OF WESTCHESTER INDUSTRIAL DEVELOPMENT AGENCY

and

S-WD/WP LLC

Dated: January 30, 2026
Effective: November 30, 2022

Property Location
10 Dr. Martin Luther King Jr. Boulevard
City of White Plains
Westchester County, New York

Tax Map Number
Section: 125.67
Block: 5
Lot: 1..23

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Schedule A - Real Property Description

Schedule B - Computation of the PILOT Payments

**AMENDED AND RESTATED PAYMENT IN LIEU OF TAXES AGREEMENT
FOR SPLIT PROJECT (PARKING COMPONENT)**

AMENDED AND RESTATED PAYMENT IN LIEU OF TAXES AGREEMENT FOR SPLIT PROJECT (PARKING COMPONENT) (this “PILOT Agreement”), dated as of January 30, 2026, and effective as of November 30, 2022 (the “Effective Date”), is made and entered into 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 S-WD/WP LLC, a limited liability company duly organized and existing under the laws of the State of Delaware and authorized to transact business in the State of New York (the “Company”), having an office at c/o The Cappelli Organization, 5 Renaissance Square, 42nd Floor, White Plains, New York 10601.

WITNESSETH:

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, by resolution dated June 13, 2019 (the “Authorizing Resolution”), the Agency approved “financial assistance” (within the meaning of the Act) for the benefit of a certain “project” (within the meaning of the Act) (the “Original Project”) to be located within the territorial boundaries of the City of White Plains (“City”) at premises located at 240 Hamilton Avenue and 7 Cottage Place, White Plains, New York (also known as SBL: 125.67-5-1..1) (the “Unit 1 Project Property”) and 220 Hamilton Avenue 20 Barker Avenue, White Plains, New

York (also known as SBL 125.67-5-1..2) (the “Original Unit 2 Project Property”; and together with the Unit 1 Project Property, the “Project Property”); and

WHEREAS, the Original Project consists of the Agency taking title, possession or control (by deed, lease, license or otherwise) of the Project Property and improvements located thereon; (1) the demolition of the existing vacant retail building thereon and associated brownfield remediation; (2) the lease, sublease, or installment sale of the Project Property back to the Applicant; and the construction, renovation, improving, maintaining and equipping upon the Project Property of a mixed-use development consisting of: (i) four apartment towers containing approximately 860 apartment units and associated amenities, of which 12% or 78 units were affordable housing units at or below 80% AMI as required by the City land use approvals and 25 “affordable” units were bought out; (ii) approximately 85,000 square feet of commercial, restaurant, and office space; (iii) 956 parking spaces on four levels below ground; (iv) approximately 55,000 square feet of open space; and

WHEREAS, in furtherance of its successful completion, the Original Project was divided into two phases, whereby construction of the “phase two” improvements on the Original Unit 2 Project Property (the “Original Unit 2 Project”) would commence after completion of the construction of the “phase one” improvements on the Unit 1 Project Property (the “Unit 1 Project”); and

WHEREAS, the Agency’s undertaking of, and provision of financial assistance for, the Unit 1 Project and the Original Unit 2 Project were memorialized and are governed by separate agreements; and

WHEREAS, to facilitate the Original Unit 2 Project, the Agency and the Company executed, inter alia, (i) a certain Project Agreement (Unit 2), dated as of August 1, 2022, and effective as of the Effective Date (as amended, modified, supplemented and/or restated from time to time, the “Original Project Agreement”), (ii) a certain Company Lease Agreement (Unit 2), dated as of August 1, 2022, and effective as of the Effective Date, a memorandum of which was recorded in the Office of the Westchester County Clerk on December 22, 2022, at Control Number 623193716 (as amended, modified, supplemented and/or restated from time to time, collectively, the “Original Company Lease”), (iii) a certain Agreement of Sublease (Unit 2) dated as of August 1, 2022, and effective as of the Effective Date, a memorandum of which was recorded in the Office of the Westchester County Clerk on December 22, 2022, at Control Number 623193718 (as amended, modified, supplemented and/or restated from time to time, collectively, the “Original Agency Sublease”), (iv) a certain Payment in Lieu of Taxes Agreement (Unit 2), dated as of August 1, 2022, and effective as of the Effective Date (as amended, modified, supplemented and/or restated from time to time, the “Original PILOT Agreement”), and (v) a certain PILOT Mortgage (Unit 2), dated as of August 1, 2022, and effective as of the Effective Date, given by the Agency and the Company in favor of the City, which was recorded in the Office of the Westchester County Clerk on January 6, 2023, at Control Number 630063263 (as amended, modified, supplemented and/or restated from time to time, the “Original PILOT Mortgage”, and together with the Project Agreement, Company Lease, the Agency Sublease, and the PILOT Agreement, as amended, modified, supplemented and/or restated from time to time, the “Original Project Documents”); and

WHEREAS, by resolution dated December 18, 2024 (the “Modification Resolution”), in order to permit the conveyance of a component of the Unit 2 Project Property by the Company and the related reduction of the scope of the Original Unit 2 Project and the related financial assistance, the Agency consented to amending the Original Unit 2 Project to accomplish the following: (A) dividing the Unit 2 Project Property into three (3) commercial condominium sub-units consisting of: (i) the condominium sub-unit to serve as the site of a commercial office building designated as SBL 125.67-5-1..21 (“Sublot 2A”), (ii) the condominium sub-unit to serve as the site of the residential rental facility designated as SBL 125.67-5-1..22, and commonly known as 20 Barker Avenue, City of White Plains (“Sublot 2B”), and (iii) the condominium sub-unit to serve as the site of the Unit 2 parking improvements designated as SBL 125.67-5-1..23, and commonly known as 10 Dr. Martin Luther King Jr. Boulevard, City of White Plains (“Sublot 2C”), (B) the severing of Sublot 2A and associated improvements from the Unit 2 Project, (C) conveyance of fee title by the Company to Sublot 2A and the improvements thereon to the New York Power Authority, and (D) proceeding with the improvements on Sublot 2B and Sublot 2C as contemplated for the Original Unit 2 Project (collectively, the “Project Modification”); and

WHEREAS, by agreement of the parties, the Original Project Documents, provided for the commencement date of the Project to be up to 121 days after the dated date, which commencement date corresponds to the Effective Date; and

WHEREAS, in furtherance of the Project Modification, and to amend or amend and restate the Original Project Documents, the Agency and the Company executed: (i) a certain First Amendment to Project Agreement, dated as of February 7, 2025 (the “First Amendment to Project Agreement”; and together with the Original Project Agreement, the “Modified Project Agreement”), (ii) a certain First Amendment to Company Lease, dated as of February 7, 2025, a memorandum of which was recorded in the Office of the Westchester County Clerk on February 14, 2025, at Control Number 650423109 (the “First Amendment to Company Lease”; and together with the Original Company Lease, the “Modified Company Lease”), (iii) a certain First Amendment to Agreement of Sublease, dated as of February 7, 2025, a memorandum of which was recorded in the Office of the Westchester County Clerk on February 14, 2025, at Control Number 650423334 (the “First Amendment to Agency Sublease”; and together with the Original Agency Sublease, the “Modified Agency Sublease”), (iv) a certain First Amendment to Payment in Lieu of Tax Agreement, dated as of February 7, 2025 (the “First Amendment to PILOT Agreement”; and together with the Original PILOT Agreement, the “Modified PILOT Agreement”), (iv) a certain First Amendment to PILOT Mortgage, dated as of February 7, 2025, and recorded in the Office of the Westchester County Clerk on February 14, 2025, at Control Number 650423379 (the “First Amendment to PILOT Mortgage”; and together with the Original PILOT Mortgage, the “Modified PILOT Mortgage”), and (v) other ancillary certificates and documents (the “Other Documents”; and, together with the Modified Project Agreement, the Modified Company Lease, the Modified Agency Sublease and the Modified PILOT Agreement, the “Modified Project Documents”); and

WHEREAS, by resolution dated December 12, 2025, and by administrative approval dated January 9, 2026 (collectively, the “Amendment Resolution”), the Agency approved (i) the amending of the Unit 2 Project, (ii) the amounts and allocation of the Reduced Financial Assistance, and (iii) the further dividing of the Unit 2 Project into subcomponents each with its own documents; and

WHEREAS, the lender or lenders for the Unit 2 Project (each, a “Lender”) require that the borrower for the new loans financing the Unit 2 Project (each, a “Loan”) be “single purpose entities” owning only the collateral secured by the applicable Loan (the Lender Requirements”); and

WHEREAS, in order to satisfy the Lender Requirements and facilitate the financing or refinancing of the Unit 2 Project, the Agency has consented to the ownership of the residential facility and the parking facility to be each held by a single purpose entity, and the two corresponding components of the Unit 2 Project to be divided between the Company and HG II RESIDENTIAL DEVELOPER LLC (the “Residential Developer”); and

WHEREAS, the Unit 2 Project will now consist of the residential component (the “Residential Project”) and the parking component (the “Parking Project” or the “Project”); and

WHEREAS, the Residential Project will consist of (A) the Agency taking title, possession or control (by deed, lease, license or otherwise) of Sublot 2B (the “Residential Project Property”), (B) the brownfield remediation of the Residential Project Property (which is complete), (C) the construction on the Residential Project Property of a residential rental facility containing approximately 127 residential rental units, with parking, of which approximately 9 units will be “affordable” and 10 “affordable” units will be bought out (items B and C are the “Residential Improvements”), and (D) the acquisition and installation by the Residential Developer in and around the Residential Project Property and the Residential Improvements of items of equipment and other tangible personal property (the “Residential Equipment”; and, together with the Residential Project Property and the Residential Improvements, the “Residential Facility”); and

WHEREAS, the Parking Project will consist of (A) the Agency taking title, possession or control (by deed, lease, license or otherwise) of Sublot 2C (the “Parking Project Property”) or the “Project Property”), (B) the brownfield remediation of the Parking Project Property (which is complete), (C) the construction on the Parking Project Property of approximately 600 parking spaces (items B and C are the “Parking Improvements” or the “Improvements”), and (C) the acquisition and installation by the Company in and around the Parking Project Property and Parking Improvements of items of equipment and other tangible personal property (the “Parking Equipment” or the “Equipment”; and together with the Parking Project Property and the Parking Improvements”, the “Parking Facility” or the “Facility”); 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; 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 that certain Amended and Restated Project Agreement for Split Project (Parking Component”), dated as of even date herewith, by and between the Company and the Agency (as may be amended, supplemented,

restated and/or modified from time to time, 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 (as defined below) and the Agency Sublease (as defined below); and

WHEREAS, the Agency has made it a condition to its entering into this transaction 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 Parking 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 this this PILOT Agreement governs the Parking Project, and splits, amends and restates the Modified PILOT Agreement; and

WHEREAS, simultaneously herewith, the Agency and the Company will also enter into (i) an Amended and Restated Project Agreement for Split Project (Parking Component), dated as of the date hereof (the “Project Agreement”), (ii) an Amended and Restated Company Lease for Split Project (Parking Component), dated as of the date hereof (the “Company Lease”), (iii) an Amended and Restated Agreement of Sublease for Split Project (Parking Component), dated as of the date hereof (the “Agency Sublease”), (iv) an Amended and Restated and Split PILOT Mortgage for Split Project (Parking Component), dated as of the date hereof (the “PILOT Mortgage”), and (v) other documents and certificates (the “Other Documents”; and, together with the Project Agreement, the Company Lease, the Agency Sublease, PILOT Agreement and PILOT Mortgage, the “Project Documents”); 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. Capitalized terms used and not otherwise defined herein shall have the meanings assigned to such terms in the hereinbelow defined Project Agreement.

“Assessor” means the individual lawfully appointed by the City to determine the assessment of the Project.

“City” means the City of White Plains..

“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.

“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.

“Fixed PILOT Assessment” has the meaning ascribed in Section 3.1(f) below.

“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.

“Municipalities” means the City, the County and the School District.

“NYSDEC” means the New York State Department of Environmental Conservation.

“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.

“Permitted Mortgagee” shall mean a bona fide third party mortgage lender which is not an Affiliate (as defined in the Project Agreement) of the Company.

“Project Completion” means the completion of the construction of the improvements to the Project Property as contemplated and described in the recitals to this PILOT Agreement and the issuance by the City of White Plains Building Department of a temporary or permanent Certificate of Occupancy for the Facility.

“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.

“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(e) below.

“Termination Instrument” has the meaning ascribed in Section 5.4 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 Authorizing Resolution, the Modification Resolution and the Amendment 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, validly existing and in good standing under the laws of the State of Delaware and authorized to conduct 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 of New York 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 Unit 2 of 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, Unit 2 has been accepted into the NYSDEC Brownfield Cleanup Program and will be remediated in accordance with the rules and regulations of NYSDEC.

(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 Property 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 the Agency's 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, 2023, 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 (the “Fixed PILOT Assessment”):

(i) For the current tax year and continuing through December 31, 2042 (in respect of PILOT Payments for the benefit of the County) and through June 30, 2043 (in respect of PILOT Payments for the benefit of the City and the School District), the Fixed PILOT Assessment shall be the Taxable Equivalent Assessment as determined by the Assessor in accordance with Section 3.1(e) above.

(ii) 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, 2023 (in respect of PILOT Payments for the benefit of the County) and on or after July 1, 2023 (in respect of PILOT Payments for the benefit of the City and the School District), and continuing through December 31, 2042 (in respect of PILOT Payments for the benefit of the County) and June 30, 2043 (in respect of PILOT Payments for the benefit of the City and the School District), the Fixed PILOT Assessment shall be the assessed value set forth opposite said year in attached Schedule B (with the understanding that the Company will be making payments of Real Estate Taxes for the 2043 County tax year and the 2043-2044 City 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). The Assessor may amend and correct the Fixed PILOT Assessment 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 Fixed 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)-(4) 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 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 taxed 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 said Project was not tax exempt and was assessed at the Fixed PILOT Assessment as set forth in Section 3.1(f) of this PILOT Agreement. 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 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 annexed hereto, or if no form is annexed hereto, 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 Unit 2 of 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, 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 Parking Project to Affiliates (as defined in the Project Agreement) of the current parties to this PILOT 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 Parking 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 Parking 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 Parking 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 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 Parking Project Property 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 Effective Date. 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

With a copy 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: S-WD/WP LLC
c/o The Cappelli Organization
5 Renaissance Square, 42nd Floor
White Plains, New York 10601
Attn: Louis R. Cappelli and Bruce Berg

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 J. 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

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 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.

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.

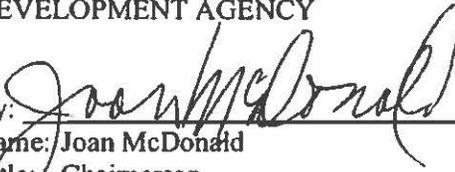
The City, the School District, and the County shall be third party beneficiaries of all of the obligations of the Company and of the rights and obligations of the Agency hereunder and the City, the School District, and the County shall have the right to enforce their respective rights and remedies in 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 Split Project Parking Component PILOT 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

S-WD/WP LLC
By Hamilton Green II Partners LLC
Its Managing Member

By: _____
Name: Louis R. Cappelli
Title: Authorized Signatory

ACKNOWLEDGED BY:
CITY OF WHITE PLAINS

By: _____
Name:
Title:

[Signature page to Split Project Parking Component PILOT 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

S-WD/WP LLC
By Hamilton Green II Partners LLC
Its Managing Member

By:  _____
Name: Louis R. Cappelli
Title: Authorized Signatory

ACKNOWLEDGED BY:
CITY OF WHITE PLAINS

By: _____
Name:
Title:

[Signature page to Split Project Parking Component PILOT Agreement]

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COUNTY OF WESTCHESTER INDUSTRIAL
DEVELOPMENT AGENCY

By: _____
Name: Joan McDonald
Title: Chairperson

S-WD/WP LLC
By Hamilton Green II Partners LLC
Its Managing Member

By: _____
Name: Louis R. Cappelli
Title: Authorized Signatory

ACKNOWLEDGED BY:
CITY OF WHITE PLAINS

By: 
Name: Justin C. Brasch
Title: Mayor

SCHEDULE A

UNIT 2-C Description

ALL that certain plot piece or parcel of land, situate, lying and being in the part of the condominium located in the City of White Plains, County of Westchester and State of New York, known and designated as Unit No. 2-B, together with a 3.0% undivided interest in the common elements of the condominium, hereafter described as the same is defined in the Declaration of Condominium hereinafter referred to.

The real property above described is a unit shown on map entitled "'Unit 2' Subdivision prepared for Hamilton Green Condominium property situate in the City of White Plains, County of Westchester, State of New York" prepared by Line & Grade Surveyors D.P.C., and filed in the Office of the Clerk of the County of Westchester on January 2, 2025, as Map No. 29834, defined in the Declaration of Condominium entitled "The Hamilton Green Condominium" made by W.P. Mall Realty, LLC, under Article 9-B of the New York Real Property Law dated as of August 24, 2021, and recorded in the Office of the Clerk of the County of Westchester on September 1, 2021, in Control No. 612383625, amended in Amended and Restated Declaration dated November 30, 2022 and recorded on December 13, 2022 in Control No. 623473132, and further amended in Second Amended and Restated Declaration dated December 20, 2024 and recorded on January 2, 2025, in Control No. 643543740, covering the property therein described.

The land area of Unit 2-C is described as follows:

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, which lies below a horizontal plane having an elevation of 192.00 feet above mean sea level which refer to the North American Vertical Datum 1988 (NAVD-88) and relative to an NGS benchmark known as LX1202 about 0.1 mile north of the New York Central Railroad Station at bridge H 58 A 4, in the top of the east end of the north abutment, 8 feet east of the center line of the east track, and about 6" lower than the track, stamped V 76, having an elevation of 207.79 feet. Said parcel is bounded by and lies within the vertical planes which are formed by the projection onto such horizontal plane by the boundaries of that plot or parcel described as follows:

BEGINNING at a point on the end of a curve having a radius of 20.00 feet, a central angle of $100^{\circ}16'52.9''$ and a length of 35.00 feet which curve connects the southerly side of Barker Avenue with the easterly side of Dr. Martin Luther King Jr. Blvd, (formerly Northern Arterial) as shown on a certain map entitled "Disposition Parcel No. 14, W. P. Mall Corp." which map is filed in the Westchester County Clerk's Office, Division of Land Records on June 9, 1971 as Map No. 17464;

RUNNING THENCE along the southerly side of Barker Avenue North $61^{\circ}48'41''$ East a distance of 208.58 feet to a point;

THENCE through the lands known as "Disposition Parcel No. 14" South $27^{\circ}01'19''$ East a distance of 413.84 feet to a point along the northerly side of Hamilton Avenue;

THENCE along the northerly side of Hamilton Avenue, along a curve to the right having a radial bearing of North $25^{\circ}09'48''$ West, a radius of 4627.386, a central angle of $2^{\circ}16'10''$ and an arc length of 183.292 feet to a point;

THENCE along a curve to the right having a radius of 20.00 feet, a central angle of $88^{\circ}53'19''$ and an arc length of 31.028 feet to a point;

THENCE along the easterly side of Dr. Martin Luther King Jr. Blvd. along a curve to the left having a radius of 1414.00 feet, a central angle of $14^{\circ}27'53''$ and an arc length of 356.97 feet to a point;

THENCE along a curve to the right having a radius of 20.00 feet, a central angle of $100^{\circ}16'52.9''$, and an arc length of 35.00 feet to the point and place of BEGINNING.

TOGETHER WITH 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, which lies between two horizontal planes, the upper horizontal plane having an elevation of 200.25 feet above mean sea level and the lower horizontal plane having an elevation of 192.00 feet which refer to the North American Vertical Datum 1988 (NAVD-88) and relative to an NGS benchmark known as LX1202 about 0.1 mile north of the New York Central Railroad Station at bridge H 58 A 4, in the top of the east end of the north abutment, 8 feet east of the center line of the east track, and about 6" lower than the track, stamped V 76, having an elevation of 207.79 feet. Said parcel is bounded by and lies within the vertical planes which are formed by the projection onto such horizontal plane by the boundaries of that plot or parcel described as follows:

BEGINNING at a point on the end of a curve having a radius of 20.00 feet, a central angle of $100^{\circ}16'52.9''$ and a length of 35.00 feet which curve connects the southerly side of Barker Avenue with the easterly side of Dr. Martin Luther King Jr. Blvd, (formerly Northern Arterial) as shown on a certain map entitled "Disposition Parcel No. 14, W. P. Mall Corp." which map is filed in the Westchester County Clerk's Office, Division of Land Records on June 9, 1971 as Map No. 17464;

RUNNING THENCE along the southerly side of Barker Avenue North $61^{\circ}48'41''$ East a distance of 208.58 feet to a point;

THENCE through the lands known as "Disposition Parcel No. 14" South $27^{\circ}01'19''$ East a distance of 413.84 feet to a point;

THENCE along the northerly side of Hamilton Avenue along a curve to the right having a radial bearing of North $25^{\circ}09'48''$ West, a radius of 4627.386 and a length of 29.199 feet to a point;

THENCE through said lands of "Disposition Parcel No 14" the following two-(2) courses and distances:

- 1) North $27^{\circ}01'19''$ East a distance of 180.26 feet to a point;
- 2) South $62^{\circ}58'41''$ West a distance of 172.48 feet to a point;

THENCE along the easterly side of Dr. Martin Luther King Jr. Blvd. the following two-(2) courses and distances:

- 1) Along a curve to the left having a radial bearing of South $59^{\circ}53'04''$ West, a radius of 1414.00 feet and an arc length of 206.18 feet to a point;

- 2) Along a curve to the right having a radius of 20.00 feet, a central angle of $100^{\circ}16'52.9''$ and an arc length of 35.00 feet to the point and place of BEGINNING.

TOGETHER WITH 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, which lies between two horizontal planes, the upper horizontal plane having an elevation of 220.25 feet above mean sea level and the lower horizontal plane having an elevation of 200.25 feet which refer to the North American Vertical Datum 1988 (NAVD-88) and relative to an NGS benchmark known as LX1202 about 0.1 mile north of the New York Central Railroad Station at bridge H 58 A 4, in the top of the east end of the north abutment, 8 feet east of the center line of the east track, and about 6" lower than the track, stamped V 76, having an elevation of 207.79 feet. Said parcel is bounded by and lies within the vertical planes which are formed by the projection onto such horizontal plane by the boundaries of that plot or parcel described as follows:

FROM A POINT FORMED at the end of a curve having a radius of 20.00 feet, a central angle of $100^{\circ}16'52.9''$ and a length of 35.00 feet which curve connects the southerly side of Barker Avenue with the easterly side of Dr. Martin Luther King Jr. Blvd, (formerly Northern Arterial) as shown on a certain map entitled "Disposition Parcel No. 14, W. P. Mall Corp." which map is filed in the Westchester County Clerk's Office, Division of Land Records on June 9, 1971 as Map No. 17464, THENCE along a tie-line through said lands of "Disposition Parcel No. 14" South $20^{\circ}47'33''$ West a distance of 15.14 feet to the POINT OF BEGINNING;

RUNNING THENCE the following four-(4) courses and distances;

- 1) North $62^{\circ}58'41''$ East a distance of 161.75 feet to a point;
- 2) South $27^{\circ}01'19''$ East a distance of 199.00 feet to a point;
- 3) South $62^{\circ}58'27''$ West a distance of 144.34 feet to a point;
- 4) North $32^{\circ}01'19''$ West a distance of 199.77 feet to the point and 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 “Fixed PILOT Assessment”) as set forth below.

		CWP 20 Yr. PILOT Lot 2 Assessed Value
Year 1	2023	0
Year 2	2024	0
Year 3	2025	0
Year 4	2026	30,000
Year 5	2027	30,000
Year 6	2028	60,000
Year 7	2029	65,000
Year 8	2030	70,000
Year 9	2031	80,000
Year 10	2032	90,000
Year 11	2033	100,000
Year 12	2034	120,000
Year 13	2035	130,000
Year 14	2036	140,000
Year 15	2037	145,000
Year 16	2038	150,000

Year 17	2039	160,000
Year 18	2040	170,000
Year 19	2041	180,000
Year 20	2042	190,000

The time of such payments shall be subject to the provisions of Section 3.2(c) of this PILOT Agreement.

HARRIS BEACH MURTHA
ATTORNEYS AT LAW

January 23, 2026

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

VIA CERTIFIED MAIL
#70200090000093694601
Mr. Lloyd P. Tasch, IAO
City of White Plains Department of Assessment
255 Main Street
White Plains, New York 10601

RE: Expiration of Tax Agreements for KRG White Plains City Center, LLC (the "Company") and The Tower at City Place Condominium (f/k/a Trump Tower at City Center Condominium) ("Tower") as ultimate successors in interest to LC White Plains, LLC with the County of Westchester Industrial Development Agency (the "Agency")

Properties: Section 125.76, Block 1, Lot 3..6002;
Section 125.76, Block 1, Lot 3..6031 (f/k/a p/o Section 125.76, Block 1, Lot 3..6003; f/k/a p/o Section 125.76, Block 1, Lot 3); and
Section 125.76, Block 1, Lot 3..6032 (f/k/a p/o Section 125.76, Block 1, Lot 3..6003; f/k/a p/o Section 125.76, Block 1, Lot 3 (the "Parcels"))

Dear: Mr. Tasch:

On behalf of the Agency, please be advised that the above-captioned, Agency-sponsored Tax Agreement transactions, by and between the Agency and the Company and/or by and between the Agency and Tower, which were previously filed with your office, have expired. As set forth in greater detail below, we ask that your office please immediately move the Parcels off the tax-exempt rolls to the extent each is currently thereon pursuant to the Agency's real property interests in the Parcels. We ask that your office categorize each of the Parcels on the assessment rolls as appropriate to their applicable tax status.

It is our understanding that the Company and/or Tower have been making tax payments, if and to the extent applicable, for their respective Parcels since the expiration of the applicable Tax Agreements, and will continue to do so going forward.

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

Very truly yours,



Adriana M. Baranello

Schedule A

Via Certified Mail

#70200090000093694618

The Honorable Kenneth Jenkins
Westchester County Executive
148 Martine Avenue, 9th Floor
White Plains, New York 10601

Via Certified Mail

#70200090000093694588

County Attorney
Westchester County Attorney's Office
Contracts and Real Estate Bureau
148 Martine Avenue, 6th Floor
White Plains, New York 10601

Via Certified Mail

#70200090000093694564

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

#70200090000093694540

Dr. Joseph Ricca
Superintendent of Schools
White Plains Public Schools
5 Homeside Lane
White Plains, New York 10605

Via Certified Mail

#70200090000093694595

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

Via Certified Mail

#70200090000093694571

Westchester County Department of Finance
Attn: Commissioner of Finance
148 Martine Avenue, Suite 720
White Plains, New York 10601

Via Certified Mail

#70200090000093694557

The Honorable Justin Brasch
Mayor of the City of White Plains
255 Main Street
White Plains, New York 10601

Via Certified Mail

#70200090000093694533

Rosemarie Eller
President of the Board of Education
White Plains Public Schools
5 Homeside Lane
White Plains, New York 10605

OMNIBUS TERMINATION OF AGREEMENTS

THIS OMNIBUS TERMINATION OF AGREEMENTS, dated as of January 23, 2026 (this “Termination Agreement”) is made by and between the **COUNTY OF WESTCHESTER INDUSTRIAL DEVELOPMENT AGENCY**, a corporate governmental agency constituting a public benefit corporation of the State of New York, having its principal office at 148 Martine Avenue, White Plains, New York 10601 (the “Agency”), **THE TOWER AT CITY PLACE CONDOMINIUM (f/k/a TRUMP TOWER AT CITY CENTER CONDOMINIUM)** a New York unincorporated association, with an address at 10 City Place, White Plains, New York 10601, for itself and as successor in interest to The Lofts at City Center Condominium (“Tower”), and **KRG WHITE PLAINS CITY CENTER, LLC**, a Delaware limited liability company, having an office at 30 South Meridian Street, Indianapolis, Indiana 46204 (the “Company”), as successor in interest to Inland Diversified White Plains City Center, LLC (“Inland”) (each of the Agency, Tower, and the Company, a “Party” and collectively, the “Parties”).

RECITALS

WHEREAS, the New York State Industrial Development Agency Act, constituting Title I of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the “Enabling Act”) authorizes and provides for the creation of industrial development agencies in the several counties, cities, villages and towns in the State of New York and empowers such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip and furnish land, any building or other improvement, and all real and personal properties, including but not limited to machinery and equipment, deemed necessary in connection therewith, whether or not now in existence or under construction, which shall be suitable for manufacturing, warehousing, research, commercial, industrial or civic purposes, to the end that such agencies may be able to promote, develop, encourage, assist and advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York and to improve their prosperity and standard of living; and

WHEREAS, pursuant to and in accordance with the provisions of the Enabling Act, the Agency was established by Chapter 788 of the Laws of 1976 of the State of New York, as amended by Chapter 564 of the Laws of 1983 (together with the Enabling Act, the “Act”) for the benefit of the County of Westchester and the inhabitants thereof; and

WHEREAS, in furtherance of a certain project (the “Municipal Garage Project”) relating to the redevelopment of a Municipal Parking Garage located at 237 Martine Avenue (Section 125.76, Block 1, Lot 3..6001, f/k/a p/o Section 125.76, Block 1, Lot 3) (the “Municipal Parking Garage Lot”) in the downtown area of the City of White Plains (“City”), and in accordance with the City’s Phase I of the Main-Mamaroneck Urban Renewal Project, the Agency, LC White Plains, LLC (“LCWP”), the City, and the White Plains Urban Renewal Agency (the “WPURA,”) entered into various agreements, including: (i) a certain Bargain and Sale Deed with Covenant Against Grantor’s Acts dated April 24, 2002 from the City to the WPURA conveying fee title of the Municipal Parking Garage Lot with an eventual reversion to the City, such Deed recorded in the Office of the Westchester County Clerk on July 11, 2002 as Control Number 421780264, as corrected by that

Correction Bargain and Sale Deed with Covenant Against Grantor's Acts dated February 4, 2003 and recorded in the Office of the Westchester County Clerk on May 28, 2003 as Control Number 431321103; and

WHEREAS, in connection with the Municipal Garage Project, the Agency issued its \$27,245,000 Taxable Industrial Revenue Bonds, Series 2003 (the "Series 2003 Bonds") under that certain Indenture of Trust, dated as of July 1, 2003, as amended from time to time (the "Indenture") by and between the Agency and Hudson Valley Bank (the "Initial Trustee"); and

WHEREAS, in connection with the issuance of the Series 2003 Bonds, ACA Financial Guaranty Corporation ("ACA") issued a Bond Insurance Policy, dated as of July 1, 2003 (the "Bond Insurance"); and

WHEREAS, as security for the Series 2003 Bonds, LCWP and the Agency executed a Leasehold Mortgage and Security Agreement, dated July 1, 2003, in favor of the Initial Trustee and ACA, encumbering the Municipal Parking Garage Project, recorded in the Office of the Westchester County Clerk on February 2, 2004, as Control Number 433010108 (the "Bond Mortgage"); and together with the Indenture, the Bond Insurance, the Pledge and Assignment (as defined below) and the URA Lease (as defined below), collectively, the "Bond Documents"); and

WHEREAS, pursuant to that certain Second Amended Contract for Sale dated April 24, 2002, recorded on July 11, 2002 in the Office of the Westchester County Clerk as Control Number 421780143 (the "Second Amended Contract for Sale"), the City and the Agency granted LCWP the option to acquire an easement for light, air and view that precludes the City from developing a certain "air parcel", (Section 125.76, Block 1, Lots 3..6003; f/k/a p/o Section 125.76, Block 1, Lot 3) (the "Air Parcel"), located above the Municipal Parking Garage Lot, and the option to acquire development rights to the Air Parcel; and

WHEREAS, LCWP exercised its rights under the Second Amended Contract for Sale as evidenced by that certain, Grant of Development Rights and Easement Agreement dated May 22, 2003, and pursuant to which the City, WPURA, the Agency, LCWP and the WPLDC entered into an Elevated Retail Easement Agreement (the "Elevated Easement Agreement") dated November 10, 2003, and recorded in the Office of the Westchester County Clerk on May 7, 2004 as Control Number 440850065, pursuant to which LCWP was granted the easement necessary to develop the Air Parcel; and

WHEREAS, as contemplated by the Elevated Easement Agreement, WPURA and the City, as grantors, conveyed the Air Parcel to LCWP in a certain Bargain and Sale Deed Without Covenants Against Grantor's Acts, dated November 10, 2003 and recorded in the Office of the Westchester County Clerk on May 7, 2004, as Control Number 440850076 (the "First Air Parcel Deed"); and

WHEREAS, contemporaneously with execution of the First Air Parcel Deed, LCWP conveyed fee title to the Air Parcel to the Agency in a certain Bargain and Sale Deed Without Covenants Against Grantor's Acts, dated November 10, 2003, and recorded in the Office of the Westchester County Clerk on May 7, 2004, as Control Number 440850080 (the "Second Air Parcel Deed"); and

WHEREAS, in furtherance of a certain project benefitting development of the Air Parcel (the "Air Parcel Project"): (i) the Agency leased the Air Parcel to LCWP pursuant to a certain Supplemental Agreement of Lease (Retail Component) dated as of November 10, 2003 (the "Agency Air Parcel Lease"), a memorandum thereof was recorded in the Office of the Westchester County Clerk on May 7, 2004 as Control Number 440850086; (ii) the Agency and LCWP made provisions for payments in lieu of real property taxes pursuant to that certain Payment in Lieu of Tax Agreement (the "Air Parcel PILOT Agreement"); and (iii) the Agency and LCWP entered into a PILOT Lien and Security Agreement (Project Elevated Retail Component/ Project Outdoor Recreation Component) dated as of November 10, 2003 to the City, which was recorded on May 7, 2004 in the Office of the Westchester County Clerk as Control Number 440850101 (the "Air Parcel PILOT Lien," collectively, with the Air Parcel Lease and the Air Parcel PILOT Agreement, the "Air Parcel Project Documents"); and

WHEREAS, LCWP subleased its interest in a portion of the Air Parcel (the "Outdoor Recreation Premises") to LC White Plains Recreation, LLC ("Recreation") pursuant to that certain Sublease ("Recreation Sublease") dated as of November 10, 2003 a memorandum thereof was recorded in the Office of the Westchester County Clerk on May 7, 2004 as Control Number 440850094, such Recreation Sublease was modified by that certain First Amendment to Sublease ("First Amendment to Recreation Sublease") dated May 8, 2007, a memorandum thereof was recorded in the Office of the Westchester County Clerk on June 1, 2007 as Control Number 471450210; Recreation further subleased its interest in the Recreation Sublease to LC White Plains Outdoor Recreation, LLC ("Outdoor Recreation") pursuant to that certain Sub-Sublease dated as of December 1, 2006 ("Recreation Sub-Sublease"), a memorandum thereof was recorded in the Westchester County Clerk's Office on February 9, 2007 as Control Number 470190688; and then, pursuant to that Contract for Sale, dated April 8, 2008 between Outdoor Recreation and City Place Parking, LLC ("Parking"), as sellers, and Tower and The Lofts at City Center Condominium ("Lofts") as purchasers, Outdoor Recreation assigned its rights and interest in the Recreation Sub-Sublease to Tower and Lofts by way of that certain Assignment and Assumption of Recreation Sub-Sublease dated as of May 29, 2008, recorded in the Office of the Westchester County Clerk on August 8, 2008 as Control Number 482120522; the Recreation Sublease and First Amendment to Recreation Sublease were then terminated pursuant to that Termination of Memorandum of Lease dated September 28, 2012 by and between Recreation and the Company, and recorded in the Office of the Westchester County Clerk on January 24, 2013 as Control Number 522713429; and

WHEREAS, LCWP assigned its rights in the Air Parcel Project Documents to Recreation pursuant to that Assignment and Assumption of Project Documents, dated as of September 28, 2012, which assignment was recorded in the Office of the Westchester County Clerk on February 28, 2013 as Control Number 522713310; Recreation then assigned its interest in the Air Parcel Project Documents to Inland pursuant to that Assignment and Assumption of Project Documents, dated as of September 28, 2012 and recorded in the Office of the Westchester County Clerk on January 24, 2013 as Control Number 522713347; the Agency and Inland thereafter executed that certain Amended and Restated Memorandum of Lease dated as of September 28, 2012, and recorded in the Office of the Westchester County Clerk on January 24, 2013 as Control Number 522723324 (the "Inland A&R Memorandum of Lease"); and

WHEREAS, in connection therewith, Inland executed that certain Declaration of Covenants and Restrictions dated as of September 28, 2012, and recorded on April 9, 2013 in the Office of the Westchester County Clerk as Control Number 523423371 and that certain Declaration of Restrictions dated March 8, 2013 and recorded on April 4, 2013 as Control Number 530953104; and

WHEREAS, LCWP conveyed fee title to a certain Subterranean Parking Garage (Section 125.76, Block 1, Lots 3..6002 f/k/a p/o Section 125.76, Block 1, Lot 3) (the “Subterranean Parking Garage”) to the Agency in a certain Bargain and Sale Deed with Covenants Against Grantor’s Acts, dated April 24, 2002, and recorded in the Office of the Westchester County Clerk, on July 11, 2002, at Control Number 421780540, as corrected by Correction Bargain and Sale Deed with Covenant Against Grantor’s Acts dated February 4, 2003, and recorded in the Office of the Westchester County Clerk on September 9, 2004 as Control Number 440290435, as corrected by Correction Bargain and Sale Deed with Covenant Against Grantor’s Acts, dated September 28, 2012, and recorded in the Office of the Westchester County Clerk on December 14, 2012, at Control Number 522703373 (collectively, the “Subterranean Parking Garage Deed”); and

WHEREAS, in furtherance of a certain project benefitting development of the Subterranean Parking Garage (the “Subterranean Parking Garage Project”), the Agency Leased the Subterranean Parking Garage to LCWP pursuant to that certain Lease Agreement, dated as of November 10, 2003, a memorandum of which was recorded in the Office of the Westchester County Clerk on May 7, 2004, as Control Number 421780600, as amended by a certain Lease Amendment, dated April 24, 2004, a memorandum of which was recorded in the Office of the Westchester County Clerk on April 29, 2004 as Control Number 440200014 (collectively, the “Subterranean Parking Garage Lease”); LCWP then subleased the Subterranean Parking Garage to City Place Parking LLC (“Parking”) pursuant to a certain Sublease (“Subterranean Sublease”) dated as of June 20, 2006, a memorandum thereof was recorded in the Office of the Westchester County Clerk on September 5, 2006 as Control Number 462300163; and then Parking assigned its rights under the Subterranean Sublease to Tower and Lofts pursuant to a certain Assignment and Assumption of Parking Sublease dated May 29, 2008, and recorded in the Office of the Westchester County Clerk on August 8, 2008 as Control Number 482120526 (collectively, the “Subterranean Parking Garage Project Documents”); and

WHEREAS, pursuant to a certain Agreement, dated April 6, 2012, by and between Tower and Lofts, the equity interest held by Lofts was converted to nonrecourse ownership participation, and fee ownership of the Subterranean Parking Garage and Air Parcel will be held by Tower, pursuant to the actions contemplated herein; and

WHEREAS, in 2012, Air Parcel the was expressly excluded from the Garage Project, pursuant to a certain Second Amendment to Lease Agreement, by and between the City, WPURA and the Agency, dated October 2, 2012, and recorded in the Office of the Westchester County Clerk on March 22, 2013, at Control Number 523123101, which Second Amendment to Lease Agreement a certain Lease Agreement, dated as of April 24, 2002, between WPURA, LCWP and the City, and recorded in the Office of the Westchester County Clerk on May 7, 2004, at Control Number 421780303, as previously amended by a certain First Amendment to Lease, dated August 31, 2011, and recorded in the Office of the Westchester County Clerk on September 14, 2012 at Control Number 521723419 (collectively, “URA Lease”); and

WHEREAS, as further confirmed by the following, the Air Parcel is not encumbered by the Bond Documents: (i) that certain Amended Settlement and Release Agreement dated April 23, 2025 between the Assured Capital and the Issuer; (ii) that certain Partial Release of Pledge and Assignment by Wilmington Trust, as successor to the Initial Trustee, dated April 22, 2025, and recorded in the Office of the Westchester County Clerk on May 2, 2025, as Control Number 651203368 (the "Partial Release of Pledge and Assignment"), releasing the Air Parcel from that certain Pledge and Assignment dated July 1, 2003 (the "Pledge and Assignment"), pursuant to which the Agency assigned its rights to rents under the Bond Documents to the Initial Trustee, such Pledge and Assignment was recorded in the Office of the Westchester County Clerk on February 2, 2004 as Control Number 433010120; and (iii) that certain Partial Release of Mortgage (the "Partial Release of Mortgage") dated April 22, 2025, by Wilmington Trust, as successor to the Initial Trustee and ACA, releasing the Air Parcel from the Bond Mortgage, recorded in the Office of the Westchester County Clerk on May 2, 2025 as Control Number 651203303; and

WHEREAS, this Termination Agreement shall not be construed to amend, supplement, modify, restate, terminate and/or release the Bond Documents to any extent whatsoever; and

WHEREAS, the Air Parcel PILOT Agreement has terminated as evidenced by the discharge of the Air Parcel PILOT Lien by a certain Satisfaction of Mortgage executed by the City on February 24, 2025, and recorded in the Office of the Westchester County Clerk on March 14, 2025, as Control Number 650723092; and

WHEREAS, pursuant to that certain Partial Satisfaction and Release, Banco Popular released the Air Parcel from that certain Mortgage, dated November 11, 2025 and recorded in the Office of the Westchester County Clerk on November 20, 2025, as Control Number 653243030; and

WHEREAS, on April 15, 2025, the Agency, Tower, Lofts, and the Company submitted a joint application for subdivision to the City, requesting the subdivision of the Air Parcel into Parcel 5A (Section 125.76, Block 1, Lot 3..6032) and Parcel 5B (Section 125.76, Block 1, Lot 3..6031) (the "Subdivision Application"); and

WHEREAS, as a condition to approval of the Subdivision Application, the Agency, Tower and Lofts, as Grantors, and the Company as Grantee, entered into that certain Easement Agreement (Emergency Egress), dated July 15, 2025 to provide KRG with an easement for emergency egress across Lot 5B, which Easement Agreement was recorded in the Office of the Westchester County Clerk on December 22, 2025, as Control Number 653103113; and

WHEREAS, the Agency now desires to convey Parcel 5A to Tower, and to convey Parcel 5B to KRG, as successor in interest to Inland; and

WHEREAS, given that the Pledge and Assignment, the Bond Mortgage, and the Air Parcel PILOT Lien have all been discharged with respect to the Air Parcel, the Agency now desires to terminate the leases encumbering the Air Parcel mentioned herein of record; and

WHEREAS, the Agency further desires to terminate the Subterranean Parking Garage Project Documents and convey fee title to the Subterranean Parking Garage to Tower.

NOW, THEREFORE, in consideration of the premises and the respective representations and agreements hereinafter contained, the Parties hereto agree as follows:

Section 1. Definition of Terms. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Leases.

Section 2. Termination of Leases.

(a) The Parties hereby agree that all covenants, agreements and other obligations of the Parties set forth in any of the agreements (the "Agreements") listed in Exhibit A attached hereto, with respect solely to the extent each lease encumbers the Air Parcel or the Subterranean Parking Garage, have ceased, terminated and become void and have been discharged and satisfied, except for provisions therein that specifically survive such termination.

(b) The Parties acknowledge that a separate Termination of Leases, dated as of the date hereof, will be executed by the Parties and delivered to the Westchester County Clerk's Office to effectuate the termination of the Agreements and the discharge of such Agreements as of record, with respect to the Air Parcel and the Subterranean Parking Garage.

Section 3. Return of Fee Title. The Parties acknowledge that three separate Deeds, dated as of the date hereof, will be executed by the Agency and recorded in the Office of the Westchester County Clerk to effectuate the delivery of fee title as follows:

(a) Quitclaim Deed conveying Parcel 5A to Tower;

(b) Quitclaim Deed conveying Parcel 5B to KRG; and

(c) Quitclaim Deed conveying the Subterranean Parking Garage to Tower.

Section 4. Termination of Air Parcel PILOT Agreement. The Parties hereby agree that all covenants, agreements and other obligations of the Parties, pursuant to the Air Parcel PILOT Agreement with respect to the Air Parcel, have ceased, terminated and become void and have been discharged and satisfied, except for provisions therein that specifically survive such termination.

Section 5. Binding Effect. This Termination Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

Section 6. Amendments, Changes and Modifications. This Termination Agreement may not be amended, changed, modified, altered or terminated without the prior written consent of all of the parties hereto.

Section 7. Execution of Counterparts. This Termination 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.

Section 8. Applicable Law. This Termination Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflicts of laws principles thereof.

Section 9. Section Headings Not Controlling. The headings used herein are solely for convenience of reference and shall not constitute a part of this Termination Agreement, nor shall they affect its meaning, construction or effect.

Section 10. Other Actions Necessary. The parties hereto are authorized to execute any other documents or take any other actions necessary to effectuate this Termination Agreement and the consummation of the transactions contemplated herein.

Section 11. Subleases Not Altered. Notwithstanding anything to the contrary contained herein, the Parties hereto agree that any and all subleases, by and between the Company and its subtenants that are presently in full force and effect with respect to Parcel 5A, Parcel 5B and the Subterranean Parking Garage shall not be modified, restricted, amended or terminated by this Termination Agreement, nor any other termination document contemplated herein.

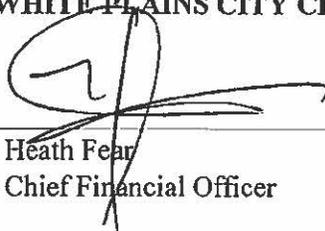
Section 12. Agency Release. The Company, and Tower, together with the past and present, employees, officers, agents, representatives, principals, directors, related entities, parent companies, subsidiary corporations, sister corporations and other affiliated business entities, primary insurers, excess insurers, affiliated corporations, assigns, affiliates, successors-in-interest, attorneys and agents of each, hereby fully and forever irrevocably release and discharge the Agency and its respective, trustees, employees, officers, agents, from and hereby waive, any and all claims, actions, causes of action of any kind or nature, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, judgments, executions, claims, any and all liens, encumbrances, rights of recovery, and rights of subrogation that have been made, will be made and that are known and unknown, and demands whatsoever, in law, admiralty or equity, whether now known or unknown, foreseen or unforeseen, that the Company and Tower, the past and present, employees, officers, agents, representatives, principals, directors, related entities, parent companies, subsidiary corporations, sister corporations and other affiliated business entities, primary insurers, excess insurers, affiliated corporations, assigns, affiliates, successors-in-interest, attorneys and agents of each of the Company and Tower, now have or hereafter can, shall or may, have for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the date of this Termination Agreement, related directly or indirectly to this Termination Agreement or the Agreements.

[Remainder of Page Intentionally Left Blank]

[Signature Page to Omnibus Termination of Agreements – Page 2 of 4]

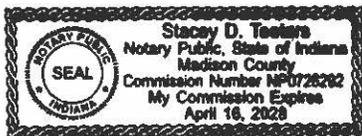
IN WITNESS WHEREOF, the parties have executed this Omnibus Termination as of the day and year first above written.

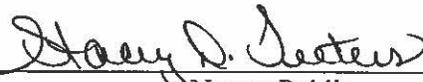
KRG WHITE PLAINS CITY CENTER, LLC

By: 
Heath Fear
Chief Financial Officer

STATE OF Indiana)
) ss.
COUNTY OF Marion)

On the 19th day of December in the year 2025 before me, the undersigned, personally appeared **Heath Fear**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity, and that by his signature on the within instrument, the individual, or the person or entity on behalf of which the individual acted, executed the instrument.




Notary Public

[Signature Page to Omnibus Termination of Agreements – Page 3 of 3]

IN WITNESS WHEREOF, the parties have executed this Omnibus Termination as of the day and year first above written.

**THE TOWER AT CITY PLACE
CONDOMINIUM (f/k/a TRUMP TOWER AT
CITY CENTER CONDOMINIUM)**

By: Anthony Schembri, Pres.
Name: Anthony Schembri
Title: President of the Board of Managers

STATE OF NEW YORK)
COUNTY OF WESTCHESTER) ss.

On the 15th day of JAN in the year 2026 before me, the undersigned, personally appeared Anthony Schembri, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity, and that by his signature on the within instrument, the individual, or the person or entity on behalf of which the individual acted, executed the instrument.

[Signature]
Notary Public

Peter Bassano
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02BA4951180
Qualified in Westchester County
Commission Expires May 22 2029
2026

Exhibit A

Agreements to be Discharged

1. Lease Agreement dated as of November 10, 2003 by and between the Agency as Lessor and the Company as Lessee, recorded in the Office of the Westchester County Clerk on May 8, 2004 as Control Number 440850086.
2. Amended and Restated Memorandum of Lease dated as of September 28, 2012 by and between the Agency and Inland and recorded in the Office of the Westchester County Clerk on January 24, 2013 as Control Number 522723324.
3. Memorandum of Lease Agreement, dated as of November 10, 2003, by and between the Agency as Lessor and LCWP as lessee, recorded in the Office of the Westchester County Clerk on May 7, 2004, as Control Number 421780600.
4. Lease Agreement dated April 24, 2004 by and between the Agency and the Company, a memorandum of which was recorded in the Office of the Westchester County Clerk on April 29, 2004 as Control Number 440200014.

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

January 30, 2026

VIA FEDERAL EXPRESS
#70151520000163326525

Lloyd Tasch, IAO
Assessor
City of White Plains
255 Main Street
White Plains, New York 10601

Re: HG II Residential Developer LLC and County of Westchester Industrial Development Agency, Amended and Restated PILOT Agreement and Amended NYS Form RP-412-a, "Application for Real Property Tax Exemption"

*Premises: 20 Barker Avenue, City of White Plains
Section 125.67, Block 5, Lot 1..22
(f/k/a p/o Section 125.67, Block 5, Lot 1..2)*

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, an **amended** NYS Form RP-412-a "Application for Real Property Tax Exemption" with a signed copy of the related Amended and Restated Payment in Lieu of Taxes Agreement for Split Project (Residential Component) (the "Residential PILOT Agreement"), dated as of January 30, 2026, and effective as of November 30, 2022 (the "Effective Date"), by and between the County of Westchester Industrial Development Agency (the "Agency") and HG II Residential Developer LLC (the "Residential Developer").

The Residential PILOT Agreement amends and restates and splits that certain Payment in Lieu of Taxes Agreement (Unit 2), dated as of August 1, 2022, and effective as of the Effective Date, by and between the Agency and S-WD/WP LLC (the "Company") as previously amended by that certain First Amendment to Payment in Lieu of Tax Agreement, dated as of February 7, 2025, by and between the Agency and the Company (collectively, the "Existing PILOT Agreement"). The Agency considers the Residential PILOT Agreement to be retroactive to the dated date of the Existing PILOT Agreement. Further, the Company and the Residential Developer are affiliates, under common control, and as such the Agency does not consider this amendment to be either an assignment, nor a transfer of ownership interest. The Premises, therefore, should be considered exempt from real property taxes as of and retroactive to the Effective Date.

January 30, 2026

Page 2

Should you have any questions or concerns regarding the foregoing, please do not hesitate to contact me at (914) 298-3023.

Sincerely,

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

Adriana M. Baranello

Enclosure

Schedule A

WESTCHESTER COUNTY

Via Certified Mail

No. 70151520000163326532

The Honorable Kenneth Jenkins
Westchester County Executive
148 Martine Avenue, 9th Floor
White Plains, New York 10601

Via Certified Mail

No. 70151520000163326549

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. 70151520000163326563

Contracts and Real Estate Bureau
Westchester County Attorney's Office
148 Martine Avenue, 6th Floor
White Plains, New York 10601

Via Certified Mail

No. 70151520000163326570

Commissioner
Westchester County Department of Finance
148 Martine Avenue, Suite 720
White Plains, New York 10601

Via Certified Mail

No. 70151520000163326587

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. 70151520000163326594

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. 70200090000093694502

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. 70200090000093694519

Dr. Joseph Ricca
Superintendent of Schools
White Plains Public Schools
5 Homeside Lane
White Plains, New York 10605

Via Certified Mail

No. 70200090000093694526

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)

AMENDED

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 Development Agency
Street 148 Martine Avenue, Room 903
City White Plains, New York 10601
Telephone no. Day (914) 995-2900
Evening () _____
Contact Joan McDonald
Title Chairperson

2. OCCUPANT (IF OTHER THAN IDA)

(If more than one occupant attach separate listing)

Name HG II Residential Developer LLC
Street c/o Cappelli Organization, 5 Renaissance Sq, 42nd Fl
City White Plains, NY 10601
Telephone no. Day (914) 769-6500
Evening () _____
Contact Louis Cappelli
Title Authorized Person

3. DESCRIPTION OF PARCEL

- a. Assessment roll description (tax map no./roll year) 125.67-5-1..22
- b. Street address 20 Barker Avenue
- c. City, Town or Village City of White Plains
- d. School District White Plains
- e. County Westchester
- f. Current assessment n/a
- g. Deed to IDA (date recorded; liber and page) Lease to IDA (01/06/23; 623193716)

4. GENERAL DESCRIPTION OF PROPERTY (if necessary, attach plans or specifications)

- a. Brief description (include property use) Apartment building
- b. Type of construction steel and concrete
- c. Square footage _____
- d. Total cost 89,650,000
- e. Date construction commenced Immediately
- f. Projected expiration of exemption (i.e. date when property is no longer possessed, controlled, supervised or under the jurisdiction of IDA) June 30, 2043

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 Amended and Restated PILOT Agreement for Split Project (Residential Component)
- b. Projected expiration date of agreement June 30, 2043

c. Municipal corporations to which payments will be made

	Yes	No
County <u>Westchester</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Town/City <u>White Plains</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Village <u>N/a</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
School District <u>White Plains</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

d. Person or entity responsible for payment

Name HG II Residential Developer LLC
 Title Attn: Louis Cappelli
 Address c/o Cappelli Organization
5 Renaissance Sq. 42nd Fl, White Plains, NY

e. Is the IDA the owner of the property? Yes No (check one)

If "No" identify owner and explain IDA rights or interest Telephone 914-769-6500
 in an attached statement. No: Occupant owns the property and leases to IDA.

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 IDA Leasehold assessment roll year 2024

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.

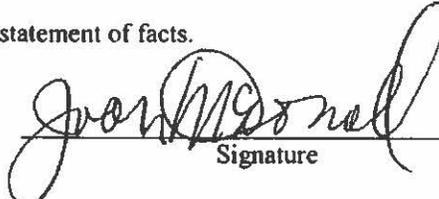
CERTIFICATION

I, Joan McDonald, Chairperson of _____

Name Title
County of Westchester Industrial Development Agency hereby certify that the information
 Organization

on this application and accompanying papers constitutes a true statement of facts.

Date



Signature

Clear Form

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

AMENDED AND RESTATED PAYMENT IN LIEU OF TAXES AGREEMENT
FOR SPLIT PROJECT (RESIDENTIAL COMPONENT)

Between

COUNTY OF WESTCHESTER INDUSTRIAL DEVELOPMENT AGENCY

and

HG II RESIDENTIAL DEVELOPER LLC

Dated: January 30, 2026
Effective: November 30, 2022

Property Location
20 Barker Avenue
City of White Plains
Westchester County, New York

Tax Map Number
Section: 125.67
Block: 5
Lot: 1..22

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Schedule B – Computation of the PILOT Payments

**AMENDED AND RESTATED PAYMENT IN LIEU OF TAXES AGREEMENT
FOR SPLIT PROJECT (RESIDENTIAL COMPONENT)**

AMENDED AND RESTATED PAYMENT IN LIEU OF TAXES AGREEMENT FOR SPLIT PROJECT (RESIDENTIAL COMPONENT) (this “PILOT Agreement”), dated as of January 30, 2026, and effective as of November 30, 2022 (the “Effective Date”), is made and entered into 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 HG II RESIDENTIAL DEVELOPER LLC, a limited liability company duly organized and existing under the laws of the State of New York (the “Company”), having an office at c/o The Cappelli Organization, 5 Renaissance Square, 42nd Floor, White Plains, New York 10601.

WITNESSETH:

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, by resolution dated June 13, 2019 (the “Authorizing Resolution”), the Agency approved “financial assistance” (within the meaning of the Act) for the benefit of a certain “project” (within the meaning of the Act) (the “Original Project”) to be located within the territorial boundaries of the City of White Plains (“City”) at premises located at 240 Hamilton Avenue and 7 Cottage Place, White Plains, New York (also known as SBL: 125.67-5-1..1) (the “Unit 1 Project Property”) and 220 Hamilton Avenue and 20 Barker Avenue, White Plains, New

York (also known as SBL 125.67-5-1..2) (the “Original Unit 2 Project Property”; and together with the Unit 1 Project Property, the “Original Project Property”); and

WHEREAS, the Original Project consists of the Agency taking title, possession or control (by deed, lease, license or otherwise) of the Project Property and improvements located thereon; (1) the demolition of the existing vacant retail building thereon and associated brownfield remediation; (2) the lease, sublease, or installment sale of the Project Property back to the Applicant; and the construction, renovation, improving, maintaining and equipping upon the Project Property of a mixed-use development consisting of: (i) four apartment towers containing approximately 860 apartment units and associated amenities, of which 12% or 78 units were affordable housing units at or below 80% AMI as required by the City land use approvals; (ii) approximately 85,000 square feet of commercial, restaurant, and office space; (iii) 956 parking spaces on four levels below ground; (iv) approximately 55,000 square feet of open space; and

WHEREAS, in furtherance of its successful completion, the Original Project was divided into two phases, whereby construction of the “phase two” improvements on the Original Unit 2 Project Property (the “Original Unit 2 Project”) would commence after completion of the construction of the “phase one” improvements on the Unit 1 Project Property (the “Unit 1 Project”); and

WHEREAS, the Agency’s undertaking of, and provision of financial assistance for, the Unit 1 Project and the Original Unit 2 Project were memorialized and are governed by separate agreements; and

WHEREAS, to facilitate the Original Unit 2 Project, the Agency and S-WD/WP LLC (“S-WD/WP”), executed, inter alia, (i) a certain Project Agreement (Unit 2), dated as of August 1, 2022, and effective as of the Effective Date (as amended, modified, supplemented and/or restated from time to time, the “Original Project Agreement”), (ii) a certain Company Lease Agreement (Unit 2), dated as of August 1, 2022, and effective as of the Effective Date, a memorandum of which was recorded in the Office of the Westchester County Clerk on December 22, 2022, at Control Number 623193716 (as amended, modified, supplemented and/or restated from time to time, collectively, the “Original Company Lease”), (iii) a certain Agreement of Sublease (Unit 2) dated as of August 1, 2022, and effective as of the Effective Date, a memorandum of which was recorded in the Office of the Westchester County Clerk on December 22, 2022, at Control Number 623193718 (as amended, modified, supplemented and/or restated from time to time, collectively, the “Original Agency Sublease”), (iv) a certain Payment in Lieu of Taxes Agreement (Unit 2), dated as of August 1, 2022, and effective as of the Effective Date (as amended, modified, supplemented and/or restated from time to time, the “Original PILOT Agreement”), and (v) a certain PILOT Mortgage (Unit 2), dated as of August 1, 2022, and effective as of the Effective Date, given by the Agency and the Company in favor of the City, which was recorded in the Office of the Westchester County Clerk on January 6, 2023, at Control Number 630063263 (as amended, modified, supplemented and/or restated from time to time, the “Original PILOT Mortgage”, and together with the Project Agreement, Company Lease, the Agency Sublease, and the PILOT Agreement, as amended, modified, supplemented and/or restated from time to time, the “Original Project Documents”); and

WHEREAS, by resolution dated December 18, 2024 (the “Modification Resolution”), in order to permit the conveyance of a component of the Unit 2 Project Property by S-WD/WP and the related reduction of the scope of the Original Unit 2 Project and the related financial assistance, the Agency consented to amending the Original Unit 2 Project to accomplish the following: (A) dividing the Unit 2 Project Property into three (3) commercial condominium sub-units consisting of: (i) the condominium sub-unit to serve as the site of a commercial office building designated as SBL 125.67-5-1..21 (“Sublot 2A”), (ii) the condominium sub-unit to serve as the site of the residential rental facility designated as SBL 125.67-5-1..22, and commonly known as 20 Barker Avenue, City of White Plains (“Sublot 2B”), and (iii) the condominium sub-unit to serve as the site of the Unit 2 parking improvements designated as SBL 125.67-5-1..23, and commonly known as 10 Dr. Martin Luther King Jr. Boulevard, City of White Plains (“Sublot 2C”), (B) the severing of Sublot 2A and associated improvements from the Unit 2 Project, (C) conveyance of fee title by the Company to Sublot 2A and the improvements thereon to the New York Power Authority, and (D) proceeding with the improvements on Sublot 2B and Sublot 2C as contemplated for the Original Unit 2 Project (collectively, the “Project Modification”); and

WHEREAS, by agreement of the parties, the Original Project Documents, provided for the commencement date of the Project to be up to 121 days after the dated date, which commencement date corresponds to the Effective Date; and

WHEREAS, in furtherance of the Project Modification, and to amend or amend and restate the Original Project Documents, the Agency and S-WD/WP executed: (i) a certain First Amendment to Project Agreement, dated as of February 7, 2025 (the “First Amendment to Project Agreement”; and together with the Original Project Agreement, the “Modified Project Agreement”), (ii) a certain First Amendment to Company Lease, dated as of February 7, 2025, a memorandum of which was recorded in the Office of the Westchester County Clerk on February 14, 2025, at Control Number 650423109 (the “First Amendment to Company Lease”; and together with the Original Company Lease, the “Modified Company Lease”), (iii) a certain First Amendment to Agreement of Sublease, dated as of February 7, 2025, a memorandum of which was recorded in the Office of the Westchester County Clerk on February 14, 2025, at Control Number 650423334 (the “First Amendment to Agency Sublease”; and together with the Original Agency Sublease, the “Modified Agency Sublease”), (iv) a certain First Amendment to Payment in Lieu of Tax Agreement, dated as of February 7, 2025 (the “First Amendment to PILOT Agreement”; and together with the Original PILOT Agreement, the “Modified PILOT Agreement”), (iv) a certain First Amendment to PILOT Mortgage, dated as of February 7, 2025, and recorded in the Office of the Westchester County Clerk on February 14, 2025, at Control Number 650423379 (the “First Amendment to PILOT Mortgage”; and together with the Original PILOT Mortgage, the “Modified PILOT Mortgage”), and (v) other ancillary certificates and documents (the “Other Documents”; and, together with the Modified Project Agreement, the Modified Company Lease, the Modified Agency Sublease and the Modified PILOT Agreement, the “Modified Project Documents”); and

WHEREAS, by resolution dated December 12, 2025, and by administrative approval dated January 9, 2026 (collectively, the “Amendment Resolution”), the Agency approved (i) the amending of the Unit 2 Project, (ii) the amounts and allocation of the Reduced Financial Assistance, and (iii) the further dividing of the Unit 2 Project into subcomponents each with its own documents; and

WHEREAS, the lender or lenders for the Unit 2 Project (each, a “Lender”) require that the borrower for the new loans financing the Unit 2 Project (each, a “Loan”) be “single purpose entities” owning only the collateral secured by the applicable Loan (the Lender Requirements”); and

WHEREAS, in order to satisfy the Lender Requirements and facilitate the financing or refinancing of the Unit 2 Project, the Agency has consented to the ownership of the residential facility and the parking facility to be each held by a single purpose entity, and the two corresponding components of the Unit 2 Project to be divided between S-WD/WP and the Company; and

WHEREAS, the Unit 2 Project will now consist of the residential component (the “Residential Project” or the “Project”) and the parking component (the “Parking Project”); and

WHEREAS, the Residential Project will consist of (A) the Agency taking title, possession or control (by deed, lease, license or otherwise) of Sublot 2B (the “Residential Project Property” or the “Project Property”), (B) the brownfield remediation of the Residential Project Property (which is complete), (C) the construction on the Residential Project Property of a residential rental facility containing approximately 127 residential rental units, with parking, of which approximately 9 units will be “affordable” and 10 “affordable” units will be bought out (items B and C are the “Residential Improvements” or the “Improvements”), and (D) the acquisition and installation by the Company in and around the Residential Project Property and Residential Improvements of items of equipment and other tangible personal property (the “Residential Equipment” or the “Equipment”); and together with the Residential Project Property and the Residential Improvements, the “Residential Facility” or the “Facility”); and

WHEREAS, the Parking Project will consist of (A) the Agency taking title, possession or control (by deed, lease, license or otherwise) of Sublot 2C (the “Parking Project Property”), (B) the brownfield remediation of the Parking Project Property (which is complete), (C) the construction on the Parking Project Property of approximately 600 parking spaces (items B and C are the “Parking Improvements”), and (D) the acquisition and installation by S-WD/WP in and around the Parking Project Property and Parking Improvements of items of equipment and other tangible personal property (the “Parking Equipment”); and together with the Parking Project Property and the Parking Improvements”, the “Parking Facility” ; 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; 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 that certain Amended and Restated Project Agreement for Split Project (Residential Component”), dated as of even date herewith, by and between the Company and the Agency (as may be amended, supplemented, restated and/or modified from time to time, 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 transaction 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 Residential 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 this this PILOT Agreement governs the Residential Project, and splits, amends and restates the Modified PILOT Agreement; and

WHEREAS, simultaneously herewith, the Agency and the Company will also enter into (i) an Amended and Restated Project Agreement for Split Project (Residential Component), dated as of the date hereof (the "Project Agreement"), (ii) an Amended and Restated Company Lease for Split Project (Residential Component), dated as of the date hereof (the "Company Lease"), (iii) an Amended and Restated Agreement of Sublease for Split Project (Residential Component), dated as of the date hereof (the "Agency Sublease"), (iv) an Amended and Restated and Split PILOT Mortgage for Split Project (Residential Component), dated as of the date hereof (the "PILOT Mortgage"), and (v) other documents and certificates (the "Other Documents"; and, together with the Project Agreement, the Company Lease, the Agency Sublease, PILOT Agreement and PILOT Mortgage, the "Project Documents"); 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. Capitalized terms used and not otherwise defined herein shall have the meanings assigned to such terms in the hereinbelow defined Project Agreement.

“Assessor” means the individual lawfully appointed by the City to determine the assessment of the Project.

“City” means the City of White Plains..

“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.

“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.

“Fixed PILOT Assessment” has the meaning ascribed in Section 3.1(f) below.

“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.

“Municipalities” means the City, the County and the School District.

“NYSDEC” means the New York State Department of Environmental Conservation.

“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.

“Permitted Mortgagee” shall mean a bona fide third party mortgage lender which is not an Affiliate (as defined in the Project Agreement) of the Company, including, without limitation, the Subject Mortgagee.

“Project Completion” means the completion of the construction of the improvements to the Project Property as contemplated and described in the recitals to this PILOT Agreement and the issuance by the City of White Plains Building Department of a temporary or permanent Certificate of Occupancy for the Facility.

“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.

“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.

“Subject Mortgagee” means First-Citizens Bank & Trust Company, in its capacity as administrative agent for the benefit of itself and certain co-lenders, together with its successors and assigns.

“Subject Mortgagee Recognition Agreement” means that certain Estoppel and Recognition Agreement dated as of January 30, 2026 by and among the Agency, the Company and the Subject Mortgagee, as the same may be amended and/or modified from time to time in accordance with the terms thereof.

“Substitution Notice” means the Substitution Notice described in Section 3.5, below.

“Taxable Equivalent Assessment” has the meaning ascribed in Section 3.1(e) below.

“Termination Instrument” has the meaning ascribed in Section 5.4 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 Authorizing Resolution, the Modification Resolution and the

Amendment 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, validly existing and in good standing under the laws of 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 of New York 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 Unit 2 of 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, Unit 2 has been accepted into the NYSDEC Brownfield Cleanup Program and will be remediated in accordance with the rules and regulations of NYSDEC.

(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 Property 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 the Agency's 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, 2023, 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 (the "Fixed PILOT Assessment"):

(i) For the current tax year and continuing through December 31, 2042 (in respect of PILOT Payments for the benefit of the County) and through June 30, 2043 (in respect of PILOT Payments for the benefit of the City and the School District), the Fixed PILOT Assessment shall be the Taxable Equivalent Assessment as determined by the Assessor in accordance with Section 3.1(e) above.

(ii) 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, 2023 (in respect of PILOT Payments for the benefit of the County) and on or after July 1, 2023 (in respect of PILOT Payments for the benefit of the City and the School District), and continuing through December 31, 2042 (in respect of PILOT Payments for the benefit of the County) and June 30, 2043 (in respect of PILOT Payments for the benefit of the City and the School District), the Fixed PILOT Assessment shall be the assessed value set forth opposite said year in attached Schedule B (with the understanding that the Company will be making payments of Real Estate Taxes for the 2043 County tax year and the 2043-2044 City 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). The Assessor may amend and correct the Fixed PILOT Assessment 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 Fixed 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 Residential Project Property 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)-(4) 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 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 taxed 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 said Project was not tax exempt and was assessed at the Fixed PILOT Assessment as set forth in Section 3.1(f) of this PILOT Agreement. 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 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 annexed hereto, or if no form is annexed hereto, 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 Project 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 Unit 2 of 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, 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 Residential Project to Affiliates (as defined in the Project Agreement) of the current parties to this PILOT 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 Residential 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 Residential 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 Residential 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 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 Property 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 Effective Date. 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
- With a copy 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: HG II Residential Developer LLC
c/o The Cappelli Organization
5 Renaissance Square, 42nd Floor
White Plains, New York 10601
Attn: Louis R. Cappelli and Bruce Berg
- 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 J. 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 Permitted Mortgagee: First-Citizens Bank & Trust Company
11 West 42nd Street, 7th Floor
New York, New York 10036
Attention: Sarah Marie Miller

With a copy to: First-Citizens Bank & Trust Company
11 West 42nd Street, 7th Floor
New York, New York 10036
Attention: David S. Braffman, Esq., Legal Department

And to: Riemer & Braunstein LLP
Times Square Tower
Seven Times Square, 25th Floor
New York, New York 10036
Attention: David Brier, Esq.

With a copy to: DF4 Hamilton Green II, LLC
c/o Related Fund Management, LLC
30 Hudson Yards, 83rd Floor
New York, New York 10001
Attn: Robbie Bernstein

And to: Related Fund Management, LLC
c/o Related Fund Management, LLC
30 Hudson Yards, 83rd Floor
New York, New York 10001
Attn: Peter Weidman

And to: Goodwin Procter LLP
The New York Times Building
620 Eighth Avenue
New York, New York 10018
Attention: Diana M. Brummer, Esq.

Simultaneous copies of all default notices and other material notices delivered to the Agency and/or the Company hereunder shall be sent to the Permitted Mortgagee. 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 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.

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.

Section 6.13 Separate Projects.

Notwithstanding anything to the contrary set forth in any Original Project Documents, Modified Project Documents and/or Project Documents and/or in any resolution of the Agency related thereto, the Agency, the City and the Company each hereby acknowledges and agrees that (i) the Company’s only agreements with the Agency and the City in respect of the Original Project and the Unit 2 Project are the agreements with respect to the Residential Project and the Residential Facility set forth herein and in the other Project Documents for the Split Project (Residential Component) dated as of even date herewith (as the same may be amended, restated and/or otherwise modified from time to time), (ii) notwithstanding that certain of the Project Documents have an effective date of November 30, 2022, the Company shall not be liable for any default, event of default or recapture event on the part of any other owner of any portion of the Original Unit 2 Project Property (including, without limitation, the New York Power Authority and S-WD/WP), and the Company is not making any representations, warranties, certifications or covenants with respect to any matters occurring prior to the Company’s acquisition of title to Sublot 2B, (iii) the Unit 1 Project and the Parking Project are each governed by separate project documents between the Agency and the owner of each of the Unit 1 Project and the Parking Project, respectively, under which any default, event of default or recapture event by any such owner will not give rise to any liability on the part of the Company and will not have any impact on the Residential Project, the Residential Facility or the Project Documents, and (iv) the Company does not have any obligations or liabilities of any kind, and is making no representations, warranties, certifications or covenants, with respect to the Unit 1 Project and/or the Parking Project.

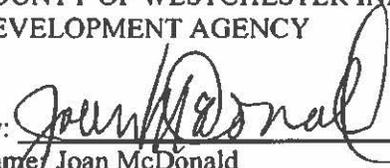
Section 6.14 Permitted Mortgagee Rights. The provisions of Section 2.11(d) of the Project Agreement are incorporated herein by reference as if fully set forth herein, *mutatis mutandis*. Furthermore, the Agency acknowledges and agrees that the Subject Mortgagee shall have the rights set forth in the Subject Mortgagee Recognition Agreement.

[Remainder of This Page Intentionally Left Blank]

[Signature page to Split Project Residential Component PILOT 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

HG II RESIDENTIAL DEVELOPER LLC
By Hamilton Green II Partners LLC
Its Managing Member

By: _____
Name: Louis R. Cappelli
Title: Authorized Signatory

ACKNOWLEDGED BY:
CITY OF WHITE PLAINS

By: _____
Name:
Title:

[Signature page to Split Project Residential Component PILOT 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

HG II RESIDENTIAL DEVELOPER LLC
~~By Hamilton Green Parkers LLC~~
Its Managing Member

By:  _____
Name: Louis R. Cappelli
Title: Authorized Signatory

ACKNOWLEDGED BY:
CITY OF WHITE PLAINS

By: _____
Name:
Title:

[Signature page to Split Project Residential Component PILOT 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

HG II RESIDENTIAL DEVELOPER LLC
By Hamilton Green II Partners LLC
Its Managing Member

By: _____
Name: Louis R. Cappelli
Title: Authorized Signatory

ACKNOWLEDGED BY:
CITY OF WHITE PLAINS

By: 
Name: Justin C. Brasch
Title: Mayor

SCHEDULE A

REAL PROPERTY DESCRIPTION

ALL that certain plot, piece or parcel of land, situate, lying and being in the part of the condominium located in the City of White Plains, County of Westchester and State of New York, known and designated as Unit No. 2-B, together with a 11.61% undivided interest in the common elements of the condominium, hereafter described as the same is defined in the Declaration of Condominium hereinafter referred to.

THE real property above described is a unit shown on map entitled “ ‘Unit 2’ Subdivision prepared for Hamilton Green Condominium property situate in the City of White Plains, County of Westchester, State of New York,” prepared by Line & Grade Surveyors D.P.C., and filed in the Office of the Clerk of the County of Westchester on January 2, 2025 as Map No. 29834, defined in the Declaration of Condominium entitled “The Hamilton Green Condominium” made by W.P. Mall Realty, LLC, under Article 9-B of the New York Real Property Law dated as of August 24, 2021, and recorded in the Office of the Clerk of the County of Westchester on September 1, 2021, in Control No. 612383625, as amended in Amended and Restated Declaration dated November 30, 2022 and recorded on December 13, 2022 in Control No. 623473132, and further amended in Second Amended and Restated Declaration dated December 20, 2024 and recorded on January 2, 2025 in Control No. 643543740, covering the property therein described.

THE land area of Unit 2-B is described as follows:

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, which lies above a horizontal plane having an elevation of 220.25 feet above mean sea level which refer to the North American Vertical Datum 1988 (NAVD-88) and relative to an NGS benchmark known as LX1202 about 0.1 mile North of the New York Central Railroad Station at bridge H 58 A 4, in the top of the East end of the North abutment, 8 feet East of the center line of the East track, and about 6 inches lower than the track, stamped V 76, having an elevation of 207.79 feet. Said parcel is bounded by and lies within the vertical planes which are formed by the projection onto such horizontal plane by the boundaries of that plot or parcel described as follows:

FROM A POINT FORMED at the end of a curve having a radius of 20.00 feet, a central angle of 100 degrees 16 minutes 52.9 seconds and a length of 35.00 feet which curve connects the southerly side of Barker Avenue with the easterly side of Dr. Martin Luther King Jr. Boulevard, (formerly Northern Arterial) as shown on a certain map entitled "Disposition Parcel No. 14, W. P. Mall Corp." which map is filed in the Westchester County Clerk's Office, Division of Land Records on June 9, 1971 as Map No. 17464;

THENCE along a tie-line through said lands of "Disposition Parcel No. 14" South 20 degrees 47 minutes 33 seconds West a distance of 15.14 feet to the POINT OF

BEGINNING;

RUNNING THENCE the following four-(4) courses and distances;

- 1) North 62 degrees 58 minutes 41 seconds East a distance of 161.75 feet to a point;
- 2) South 27 degrees 01 minute 19 seconds East a distance of 199.00 feet to a point;
- 3) South 62 degrees 58 minutes 27 seconds West a distance of 144.34 feet to a point;
- 4) North 32 degrees 01 minute 19 minutes West a distance of 199.77 feet to the point and place of BEGINNING.

TOGETHER with all easements appurtenant to Unit 2-B as set forth in the above referenced Declaration.

For Informational Purposes Only:

Property Address:
20 Barker Avenue
White Plains, NY

Tax Map Identification: Section 125.67 Block 5 Lot 1..22

[End of Schedule A]

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 “Fixed PILOT Assessment”) as set forth below.

		CWP 20 Yr. PILOT Lot 2 Assessed Value
Year 1	2023	207,500
Year 2	2024	207,500
Year 3	2025	207,500
Year 4	2026	207,500
Year 5	2027	207,500
Year 6	2028	300,000
Year 7	2029	300,000
Year 8	2030	400,000
Year 9	2031	400,000
Year 10	2032	500,000
Year 11	2033	550,000
Year 12	2034	600,000
Year 13	2035	700,000
Year 14	2036	750,000
Year 15	2037	800,000
Year 16	2038	850,000

Year 17	2039	900,000
Year 18	2040	950,000
Year 19	2041	1,000,000
Year 20	2042	1,050,000

The time of such payments shall be subject to the provisions of Section 3.2(c) of this PILOT Agreement.

ACT NO. 2026 -

AN ACT to Modify the Peekskill Sanitary Sewer District by the Addition of two (2) Parcels of Property Located in the Town of Somers.

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

Section 1. The following properties known and designated as 0 Route 6, Sec. 4.20, Block 1, Lot 12; and Sec. 15.08, Block 1, Lot 4 (the "Parcels") on the assessment maps of the Town of Somers (the "Town") are hereby added to the Peekskill Sanitary Sewer District (the "District").

§ 2. Pursuant to the provisions of Chapter 237 of the Laws of Westchester County, the Board levies and assesses against the Parcels the aggregate sum of Four Hundred One Thousand Eight Hundred Twenty-Seven and 00/100 (\$401,827.00) Dollars which amount shall be payable in ten equal annual installments of Forty Thousand One Hundred Eighty-Two and 70/100 (\$40,182.70) Dollars and shall be credited to the remaining portion of the District.

§ 3. This Act and the District and assessment areas as so altered, changed, modified, reduced and/or enlarged hereby, shall become effective immediately and the assessment rolls filed after the next taxable status date shall show County sewer district assessments and taxes on the basis of such revised District, and taxes levied on such rolls shall be based thereon, but any sewer district tax or assessment levied on any valid assessment rolls in effect prior to the next taxable status date, on any parcel affected by the revisions made by this Act, shall continue valid as such or as a tax lien, until paid and the amount paid shall be credited to the sewer district in which such parcel was assessed on the role on which said tax is levied.

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

§ 5. This Act shall take effect immediately.

**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 \$1,700,000 in additional bonds of the County to finance capital project RBR07 – Bronx River Pathway Reconstruction (“RBR07”).

The Amended Bond Act in the total amount of \$11,130,000 was prepared by the law firm Hawkins, Delafield & Wood, and includes \$9,430,000 in previously authorized bonds of the County. The Amended Bond Act would finance the cost of design, construction and construction management of improvements to the Bronx River Reservation pathway and related infrastructure from the Kensico Dam Plaza to Green Acres Avenue, including rehabilitation and improvements to all pathway infrastructure including pathway pavement, footbridges, railings, stone walls, site furnishings, signage, pavement markings, grading, drainage, planting and other associated site work.

The Department of Parks, Recreation and Conservation (“Department”) has advised that recent market volatility in construction material supplies, combined with the site’s remote location have led to significant construction cost increases. Additional funds are required to award the project to a contractor and to accommodate cost increases.

Design work was completed by in-house staff and consultants. It is estimated that construction will take eighteen months to complete and will begin after award and execution of construction contracts.

It should be noted that your Honorable Board has authorized the County to issue bonds for RBR07 as indicated in the annexed fact sheet and as follows: Bond Act No. 109-2025 in the amount of \$9,430,000 was authorized to finance the above-referenced scope of work. These bonds have not been sold. Accordingly, it is now requested that Bond Act No. 109-2025 be amended to increase the amount authorized by \$1,700,000, for a total authorized amount, as amended, of \$11,130,000.

The Planning Department has advised your Committee that based on its review, RBR07 may be classified as a Type "II" action pursuant to the State Environmental Quality Review Act ("SEQR") and its implementing regulations, 6 NYCRR Part 617. Therefore, no environmental review is required. Your Committee has reviewed the annexed SEQR documentation and concurs with this recommendation.

Your Committee has carefully considered the Amended Bond Act, and recommends approval of the Amended Bond Act. It should be noted that an affirmative vote of two-thirds of the members of your Honorable Board is required in order to adopt the Amended Bond Act.

Dated: February 9th, 2026.
White Plains, New York


Brent Naudon



Lance Williams John


Brent Naudon



Budget & Appropriations

Infrastructure & Housing

COMMITTEE ON

s/mg/12-8-25

Dated: February 9, 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:

**BUDGET & APPROPRIATIONS
COMMITTEE**

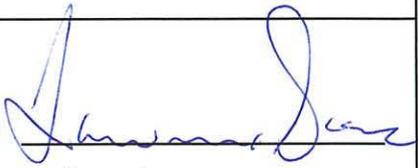


**INFRASTRUCTURE & HOUSING
COMMITTEE**



FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: <u>RBR07</u>		<input type="checkbox"/> NO FISCAL IMPACT PROJECTED	
SECTION A - CAPITAL BUDGET IMPACT To Be Completed by Budget			
<input checked="" type="checkbox"/> GENERAL FUND	<input type="checkbox"/> AIRPORT FUND	<input type="checkbox"/> SPECIAL DISTRICTS FUND	
Source of County Funds (check one):		<input type="checkbox"/> Current Appropriations	
		<input checked="" type="checkbox"/> Capital Budget Amendment	
SECTION B - BONDING AUTHORIZATIONS To Be Completed by Finance			
Total Principal	\$ 11,130,000	PPU 15	Anticipated Interest Rate 2.97%
Anticipated Annual Cost (Principal and Interest):	\$ 934,731		
Total Debt Service (Annual Cost x Term):	\$ 14,020,965		
Finance Department:	maab 1-15-2026		
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:	120		
Prepared by:	<u>Robert C. Lopane</u>	Reviewed By:	
Title:	<u>Director of Program Development II - P</u>		<u>2/9/26</u>
Department:	<u>Parks, Recreation & Conservation</u>		Budget Director
Date:	<u>1/16/26</u>	Date:	<u>2/9/26</u>

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

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

DATE: January 13, 2026

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT:
RBR07 BRONX RIVER PATHWAY RECONSTRUCTION**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on 12/04/2025 (Unique ID: 3060)

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)(8):** maintenance of existing landscaping or natural growth;
- **617.5(c)(9):** construction or expansion of a primary or accessory/appurtenant, nonresidential structure or facility involving less than 4,000 square feet of gross floor area and not involving a change in zoning or a use variance and consistent with local land use controls, but not radio communication or microwave transmission facilities.

COMMENTS: None.

DSK/oav

cc: Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Lawrence Soule, Budget Director
Tami Altschiller, Assistant Chief Deputy County Attorney
Kathleen O'Connor, Commissioner of Parks, Recreation and Conservation
Blanca P. Lopez, Commissioner of Planning
Peter Tartaglia, First Deputy Commissioner of Parks, Recreation and Conservation
Dianne Vanadia, Associate Budget Director
Robert Lopane, Program Coordinator, Department of Public Works & Transportation
Susan Darling, Chief Planner
Claudia Maxwell, Principal Environmental Planner
Douglas Wessels, Planner

ACT NO. -20 _____

BOND ACT OF THE COUNTY OF WESTCHESTER, NEW YORK, AMENDING THE BOND ACT ADOPTED DECEMBER 7, 2021 AND AMENDED ON DECEMBER 11, 2023, OCTOBER 21, 2024, AND FURTHER AMENDED ON JUNE 2, 2025, IN RELATION TO THE COST OF THE CONSTRUCTION OF IMPROVEMENTS TO THE BRONX RIVER RESERVATION PATHWAY (Adopted _____, 20 _____).

WHEREAS, this Board has heretofore duly authorized the issuance of \$9,430,000 bonds to finance the cost of preparation of surveys, preliminary and detailed plans, specifications and estimates necessary for the reconstruction of the Bronx River Pathway, pursuant to Act No. 219-2021 duly adopted on December 7, 2021, as amended by Bond Act 248-2023 duly adopted on December 11, 2023, Bond Act 225-2024 duly adopted on October 21, 2024, and further amended by Bond Act 109-2025 duly adopted on June 2, 2025; and

WHEREAS, it has been determined that additional funds are required for to pay for the cost of the Project, and it is necessary to increase the amount of bonds to be issued and the appropriation for such project for estimated cost of such planning, 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 December 7, 2021 and amended on December 11, 2023, October 21, 2024, and further amended on June 2, 2025 entitled:

“ACT NO. 109-2025

BOND ACT AUTHORIZING THE ISSUANCE OF \$9,430,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE CONSTRUCTION OF IMPROVEMENTS TO THE BRONX RIVER RESERVATION PATHWAY; STATING THE ESTIMATED TOTAL COST THEREOF IS \$9,430,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$9,430,000 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 \$11,130,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE CONSTRUCTION OF IMPROVEMENTS TO THE BRONX RIVER RESERVATION PATHWAY, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$11,130,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$11,130,000 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, \$11,130,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the cost of the planning, construction and construction management of improvements to the Bronx River Reservation pathway and related infrastructure from the Kensico Dam Plaza to Green Acres Avenue, including rehabilitation and improvements to all pathway infrastructure including pathway pavement, footbridges, railings, stone walls, site furnishings, signage, pavement markings, grading, drainage, planting and other 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 specific object or purpose, including preliminary costs and costs incidental thereto and the financing thereof is \$11,130,000. The plan of financing includes the issuance of \$11,130,000 bonds herein authorized; and any bond anticipation notes issued in anticipation of the sale of such bonds and the levy of a tax to pay the principal of and interest on said bonds and notes.

Section 2. The period of probable usefulness of the specific object or purpose for which said \$11,130,000 bonds authorized by 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 \$11,130,000. 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 \$11,130,000 as the estimated maximum cost of the aforesaid specific object or purpose is hereby approved.

Section 5. Subject to the provisions of this Act and of the Law, and pursuant to the provisions of §30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals thereof, and of §§50.00, 56.00 to 60.00 and 168.00 of said Law, the powers and duties of the County Board of Legislators relative to authorizing the issuance of any notes in anticipation of the sale of the bonds herein authorized, or the renewals thereof, relative to providing for substantially level or declining annual debt service, relative to prescribing the terms, form and contents and as to the sale and issuance of the respective amounts of bonds herein authorized, and of any notes issued in anticipation of the sale of said bonds or the renewals of said notes, and relative to executing agreements for credit enhancement, are hereby delegated to the Commissioner of Finance of the County, as the chief fiscal officer of the County.

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

for (a) the amortization and redemption of the notes and bonds to mature in such year and (b) the payment of interest to be due and payable in such year.

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

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

(b) the provisions of law which should be complied with at the date of the publication of this Act or a summary hereof, are not substantially complied with, and an action, suit or proceeding contesting such validity, is commenced within twenty days after the date of such publication, or

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

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

Section (B). The amendment of the bond act set forth in Section (A) of this act shall in no way affect the validity of the liabilities incurred, obligations issued, or action taken pursuant to said bond act, and all such liabilities incurred, obligations issued, or action taken shall be deemed to have been incurred, issued or taken pursuant to said bond act, as so amended.

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

* * *

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

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

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

(SEAL)

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

LEGAL NOTICE

A Bond Act, a summary of which is published herewith, has been adopted by the Board of Legislators on December 7, 2021, amended on December 11, 2023, October 21, 2024 and June 2, 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 \$11,130,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE CONSTRUCTION OF IMPROVEMENTS TO THE BRONX RIVER RESERVATION PATHWAY, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$11,130,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$11,130,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (adopted on December 7, 2021 and amended on December 11, 2023, October 21, 2024, June 2, 2025 and on _____, 20____)

object or purpose: to finance the cost of the planning, construction and construction management of improvements to the Bronx River Reservation pathway and related infrastructure from the Kensico Dam Plaza to Green Acres Avenue, including rehabilitation and improvements to all pathway infrastructure including pathway pavement, footbridges, railings, stone walls, site furnishings, signage, pavement markings, grading, drainage, planting and other 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: \$11,130,000; fifteen (15) years

Dated: _____, 20____
White Plains, New York

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

CAPITAL PROJECT FACT SHEET

Project ID:* RBR07	<input type="checkbox"/> CBA	Fact Sheet Date:* 01-02-2026
Fact Sheet Year:* 2026	Project Title:* BRONX RIVER PATHWAY RECONSTRUCTION	Legislative District ID: 3, 10, 5,
Category* RECREATION FACILITIES	Department:* PARKS, RECREATION & CONSERVATION	CP Unique ID: 3060

Overall Project Description

This project will reconstruct approximately 10 miles of asphalt pathway from Kensico Dam Plaza to Greenacres Avenue and Crane Road to Scout Field. The project will also include reconstruction of just over 1 mile of stone dust pathway, pedestrian footbridge renovations, crosswalk improvements, fencing and guiderail improvements, culvert replacement, swale construction, stone masonry, signage, benches and associated site work and landscaping.

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

FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2026	2027	2028	2029	2030	Under Review
Gross	21,630	9,430	1,700	10,500	0	0	0	0
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	21,630	9,430	1,700	10,500	0	0	0	0

Expended/Obligated Amount (in thousands) as of : 548

Current Bond Description: This bond request will provide additional funding for construction, construction administration and design support during construction for the 1st phase of improvements to the Bronx River Reservation pathway and related infrastructure from the Kensico Dam Plaza to Green Acres Avenue . There is no change in the scope.

Financing Plan for Current Request:

Non-County Shares:	\$ 0
Bonds/Notes:	1,700,000
Cash:	0
Total:	\$ 1,700,000

SEQR Classification:

TYPE II

Amount Requested:

1,700,000

Expected Design Work Provider:

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

Comments:

Energy Efficiencies:

Appropriation History:

Year	Amount	Description
2022	1,800,000	DESIGN, CONSTRUCTION AND CONSTRUCTION MANAGEMENT
2024	6,930,000	FUNDS PHASE 1 CONSTRUCTION
2025	700,000	FUNDS PHASE 2 DESIGN
2026	1,700,000	ADDITIONAL CONSTRUCTION AND CONSTRUCTION MANAGEMENT

Total Appropriation History:

11,130,000

Financing History:

Year	Bond Act #	Amount	Issued	Description
21	219	0	0	BRONX RIVER PATHWAY RECONSTRUCTION
23	248	0	0	
24	224	0	0	
24	225	0	0	
25	109	9,430,000	0	

Total Financing History:

9,430,000

Recommended By:

Department of Planning
DVWA

Date
12-04-2025

Department of Public Works
RJB4

Date
12-05-2025

Budget Department
DEV9

Date
12-05-2025

Requesting Department
RCL3

Date
12-08-2025

BRONX RIVER PATHWAY RECONSTRUCTION (RBR07)

User Department : Parks, Recreation & Conservation
Managing Department(s) : Parks, Recreation & Conservation ; Public Works ;
Estimated Completion Date: TBD

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

FIVE YEAR CAPITAL PROGRAM (in thousands)

	Est Ult Cost	Appropriated	Exp / Obl	2026	2027	2028	2029	2030	Under Review
Gross	21,630	9,430	524	1,700	10,500				
Non County Share									
Total	21,630	9,430	524	1,700	10,500				

Project Description

This project will reconstruct approximately 10 miles of asphalt pathway from Kensico Dam Plaza to Greenacres Avenue and Crane Road to Scout Field. The project will also include reconstruction of just over 1 mile of stone dust pathway, pedestrian footbridge renovations, crosswalk improvements, fencing and guiderail improvements, culvert replacement, swale construction, stone masonry, signage, benches and associated site work and landscaping.

Current Year Description

The current request funds additional Phase 1 construction costs.

Current Year Financing Plan

Year	Bonds	Cash	Non County Shares	Total
2026	1,700,000			1,700,000

Impact on Operating Budget

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

Appropriation History

Year	Amount	Description	Status
2022	1,800,000	Design, construction and construction management	COMPLETE
2024	6,930,000	Funds Phase 1 construction	CONSTRUCTION
2025	700,000	Funds Phase 2 design	DESIGN
Total	9,430,000		

Prior Appropriations

	Appropriated	Collected	Uncollected
Bond Proceeds	9,430,000		9,430,000
Total	9,430,000		9,430,000

**BRONX RIVER PATHWAY RECONSTRUCTION
(RBR07)**

Bonds Authorized

Bond Act	Amount	Date Sold	Amount Sold	Balance
219 21				
248 23				
224 24				
225 24				
109 25	9,430,000			9,430,000
Total	9,430,000			9,430,000

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 “M.S.” 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. 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 N.Y. State Workers’ Compensation Board.

Employee:	M.S.
Department:	Public Safety
Dates of Injury:	March 18, 2017; December 26, 2017; February 16, 2020; and August 11, 2022
Injuries:	Forehead, left ring finger, right hand, right shoulder, back, left knee, right elbow, ears, hip.
Lump-Sum Settlement (Medical & Indemnity):	\$ 96,461.30

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

Dated: White Plains, New York
February __, 2026


Arant Narber
SJR
SJR
Joseph J. Williams John J.


Arant Narber
SJR
Joseph J. Williams John J.

COMMITTEES ON
Budget & Appropriations Litigation

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 right to pay Workers' Compensation benefits to M.S., a former employee, by contributing \$ 96,461.30 towards a lump-sum settlement, thereby reducing 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.

FISCAL IMPACT STATEMENT

SUBJECT: Settlement of Workers Comp Benefits (M.S.)

NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

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

A) GENERAL FUND AIRPORT SPECIAL REVENUE FUND (Districts)

B) EXPENSES AND REVENUES

Total Current Year Cost \$ 96,461.30

Total Current Year Revenue \$ _____

Source of Funds (check one): Current Appropriations

Transfer of Existing Appropriations Additional Appropriations Other (explain)

Identify Accounts: 613-57-0024-4280

Potential Related Operating Budget Expenses: Annual Amount \$ _____

Describe: _____

Potential Related 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

Reviewed By: _____

Budget Department

1/21/26

If you need more space, please attach additional sheets.

Dated: February 9, 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.

Budget & Appropriations

Handwritten signature of Vedat Galin in cursive script.Handwritten signature of Jalal Holstein in cursive script.

Litigation

Handwritten signature of Vedat Galin in cursive script.

**HONORABLE BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER**

Your Committee is in receipt of a proposed Act transmitted by the County Attorney which, if adopted, would authorize the County of Westchester (the “County”) to amend a retainer agreement entered into on or about April 27, 2023 (the “Agreement”) with the law firm of Sheppard, Mullin, Richter & Hampton LLP (the “Firm”) for the provision of outside counsel legal services in connection with a default (the “Default”) by Custom Marine, Inc. (“Custom”) under Department of Public Works & Transportation (the “Department”) Contract No. 12-517-REV, in order to increase the authorized not-to-exceed amount of the Agreement by Nine Thousand (\$9,000.00) Dollars. The Agreement commenced retroactively on March 13, 2023 and continues until the matter is resolved, and is for an amount not-to-exceed One Hundred Thousand (\$100,000.00) Dollars.

As you may recall, your Honorable Board authorized the County to retain the Firm pursuant to Act No. 2023-73. The County Attorney has advised that the matter has concluded, however, it is necessary to increase the contract by Nine Thousand (\$9,000.00) Dollars to cover the remaining amount due to the Firm for services provided. The new amount not-to-exceed will be One Hundred and Nine Thousand (\$109,000.00) Dollars, payable in accordance with the fee schedule attached to the Agreement as Schedule “A”.

The Planning Department has advised that this proposed amendment does not meet the definition of an action under New York State Environmental Review Act and its implementing regulations 6 NYCRR Part 617. Please refer to the memorandum from the Department of Planning dated January 14, 2025, which is on file with the Clerk of the Board of Legislators.

An affirmative vote of a majority of the voting strength of the Board is required for approval of the attached Act.

Your Committee recommends approval of the attached Act.

Dated: _____, 2026
White Plains, New York



Arant Nambur



Arant Nambur



Budget & Appropriations
COMMITTEE ON

Litigation

FISCAL IMPACT STATEMENT

SUBJECT: Sheppard, Mullin, Richter 12-517-REV NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

GENERAL FUND AIRPORT FUND SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense NTE 9,000

Total Current Year Revenue \$ -

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

Additional Appropriations Other (explain)

Identify Accounts: 101_18_1000_4923

Potential Related Operating Budget Expenses: Annual Amount \$0

Describe: An act authorizing the County of Westchester to amend a retainer agreement with Sheppard, Mullin, Richter & Hampton LLP in connection with a default by Custom Marine, Inc. under the Dept. of Public Works Contract No. 12-517-REV to increase the NTE amount by \$9,000.

Potential Related Operating Budget Revenues: Annual Amount \$0

Describe: _____

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

Current Year: \$0

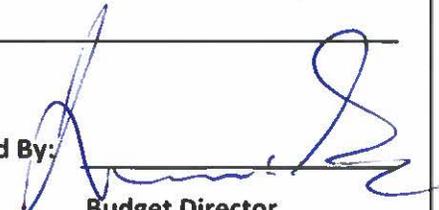
Next Four Years: \$0

Prepared by: Patricia Haggerty

Title: Sr. Budget Analyst

Department: Budget

Date: January 7, 2026

Reviewed By: 
PH Budget Director

Date: 1/7/25

ACT NO. – 2026

AN ACT authorizing the County of Westchester to amend a retainer agreement with the law firm of Sheppard, Mullin, Richter & Hampton LLP, for the provision of outside counsel legal services in connection with a default (the “Default”) by Custom Marine, Inc. (“Custom”) under Department of Public Works & Transportation (the “Department”) Contract No. 12-517-REV, in order to increase the authorized not-to-exceed amount of the Agreement by Nine Thousand (\$9,000.00) Dollars.

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

Section 1. The County of Westchester (the “County”) is hereby authorized to amend a retainer agreement entered into on or about April 27, 2023 (the “Agreement”) with the law firm of Sheppard, Mullin, Richter & Hampton LLP (the “Firm”) for the provision of outside counsel legal services in connection with a default (the “Default”) by Custom Marine, Inc. (“Custom”) under Department of Public Works & Transportation (the “Department”) Contract No. 12-517-REV, in order to increase the authorized not-to-exceed amount of the Agreement by Nine Thousand (\$9,000.00) Dollars. The new amount not-to-exceed will be One Hundred and Nine Thousand (\$109,000.00) Dollars, payable in accordance with the fee schedule attached to the Agreement as Schedule “A”.

§2. That except as otherwise expressly amended hereby, all other terms and conditions of the retainer agreement, as previously amended and assigned, shall remain in full force and effect.

§3. This Act shall take effect immediately.

BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER

Your Committee is in receipt of a proposed Act, which if enacted by your Board, would authorize the settlement of the lawsuit of SYREETA L. JEFFERSON v. WESTCHESTER COUNTY; ARCHDIOCESE OF NEW YORK; ST. CABRINI HOME; MISSIONARY SISTERS OF THE SACRED HEART OF JESUS; REDEMPTORISTS OF THE BALTIMORE PROVINCE a/k/a THE REDEMPTORISTS; and DOES 1-10, in the amount of \$750,000.00, inclusive of attorney's fees.

This matter is pending in the Westchester County Supreme Court before the Honorable Doris M. Gonzalez. The lawsuit tentatively settled, pending this Board's approval, for a total amount of \$750,000.00 inclusive of attorney's fees.

Jenny Rossman, Esq. of Herman Law, 475 5th Avenue, 11th Floor, New York, New York 10017, is representing the plaintiff, Syreeta L. Jefferson.

This matter arises in the context of The Child Victim's Act (the "CVA"). The legislation was enacted in 2019 and allowed for victims of childhood sexual abuse to file lawsuits despite expired statutes of limitations. In this case, the plaintiff was placed in the foster home of Bessie Peterson from 1984, when she was about eight years old, and remained there until approximately 1988. She alleges that beginning that first year and continuing for about three years, she was sexually abused by Ms. Peterson's boyfriend. Plaintiff alleges that Ms. Peterson would put a lock on the refrigerator so Plaintiff could not eat and that the boyfriend would use food to bribe Plaintiff

into doing sexual acts. Plaintiff alleges that he forced her to perform oral sex on him and have intercourse. Plaintiff alleges that this ongoing abuse resulted in permanent psychological and emotional damages.

Plaintiff claims that the County had actual notice of the sexual abuse she was suffering because she told her assigned Westchester County caseworker, Ms. Rosario, about the abuse. Plaintiff also alleges that she would run away from the Peterson home and go to the Department of Social Services Yonkers office and tell workers in the office about the abuse. She alleges that someone would always drive her back to the Peterson home. The Department of Social Services denies that they had knowledge of the abuse and denies that they were told about the abuse.

The settlement takes into consideration the uncertainty of litigation and the potential costs of trial, the exposure to a substantial jury verdict, subsequent proceedings and potential appeal. The accompanying Act will authorize settlement of the lawsuit entitled of SYREETA L. JEFFERSON v. WESTCHESTER COUNTY; ARCHDIOCESE OF NEW YORK; ST. CABRINI HOME; MISSIONARY SISTERS OF THE SACRED HEART OF JESUS; REDEMPTORISTS OF THE BALTIMORE PROVINCE a/k/a THE REDEMPTORISTS; and DOES 1-10, in the amount of \$750,000.00 inclusive of attorney's fees.

Your Committee has carefully considered the subject matter, the settlement proposal, the attached Act and recommends authorizing the County Attorney or his designee to settle the lawsuit entitled SYREETA L. JEFFERSON v. WESTCHESTER COUNTY; ARCHDIOCESE OF NEW YORK; ST. CABRINI HOME; MISSIONARY SISTERS OF THE SACRED HEART OF JESUS; REDEMPTORISTS OF THE BALTIMORE PROVINCE a/k/a THE REDEMPTORISTS; and

DOES 1-10, in the amount of \$750,000.00 inclusive of attorney's fees. An affirmative vote of a majority of the Board is required to pass this legislation.

Dated: White Plains, New York
February 9th, 2026

[Handwritten signatures]
To Do
[Signature]
[Signature]
[Signature]
Anant Narain
Lawell Williams John

[Handwritten signatures]
Colin O'Malley
[Signature]
Anant Narain
Lawell Williams John

Budget & Appropriations

Litigation

COMMITTEE ON

Dated: February 9, 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.

Budget & Appropriations

A handwritten signature in cursive script that reads "Vedat Galin". The signature is written in black ink on a white background.

Litigation

A handwritten signature in cursive script that reads "Vedat Galin". The signature is written in black ink on a white background.

ACT NO. -2026

AN ACT authorizing the County Attorney to settle the lawsuit of SYREETA L. JEFFERSON v. WESTCHESTER COUNTY; ARCHDIOCESE OF NEW YORK; ST. CABRINI HOME; MISSIONARY SISTERS OF THE SACRED HEART OF JESUS; REDEMPTORISTS OF THE BALTIMORE PROVINCE a/k/a THE REDEMPTORISTS; and DOES 1-10, in Supreme Court Westchester County, Index No. 58713/2021, in the amount of \$750,000.00, inclusive of attorney's fees.

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

Section 1. The County Attorney is authorized to settle the lawsuit of SYREETA L. JEFFERSON v. WESTCHESTER COUNTY; ARCHDIOCESE OF NEW YORK; ST. CABRINI HOME; MISSIONARY SISTERS OF THE SACRED HEART OF JESUS; REDEMPTORISTS OF THE BALTIMORE PROVINCE a/k/a THE REDEMPTORISTS; and DOES 1-10, in Supreme Court Westchester County, Index No. 58713/2021, in the amount of \$750,000.00, inclusive of attorney's fees.

Section 2. The County Attorney or his designee is hereby authorized and empowered to execute and deliver all documents and take such actions as the County Attorney deems necessary or desirable to accomplish the purpose of this Act.

Section 3. This Act shall take effect immediately.

FISCAL IMPACT STATEMENT

SUBJECT: Lawsuit Settlement: S.L.J G860202

NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

GENERAL FUND

AIRPORT FUND

SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense \$ 750,000

Total Current Year Revenue \$ -

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

Additional Appropriations

Other (explain)

Identify Accounts: 6N Fund: 615 59 0510 1050 4280 04

Potential Related Operating Budget Expenses: Annual Amount N/A

Describe: Public Official Liability Settlement of Jefferson(S.L.J) G860202 (CVA Claim)

Potential Related Operating Budget Revenues: Annual Amount N/A

Describe: _____

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

Current Year: N/A

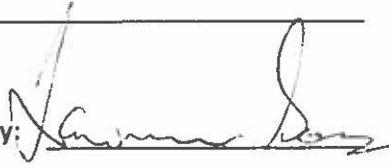
Next Four Years: N/A

Prepared by: Christine M. Feimer

Title: Senior Assistant County Attorney

Department: Law

Date: January 20, 2026

Reviewed By: 

Budget Director

Date: 1/21/26

**HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER, NEW YORK**

Your Committee is in receipt of a transmission from the County Executive recommending approval of two Acts, which, if adopted, would authorize the County of Westchester (“County”) to amend the 2025 Operating Budget and the 2025 Capital Budget in connection with capital project RP056 - Playland Infrastructure, Rides and Site Work (“RP056”), as well as adopt a bond act amendment to increase the amount of bonds authorized by Bond Act No. 83-2025 in connection with the resolution of a dispute entitled *Arbitration between the County of Westchester and Standard Amusements LLC* (hereinafter referred to as the “Arbitration Proceeding”).

As your Honorable Board will recall, on April 12, 2021 the Board of Legislators adopted an Act authorizing the County to enter into a Second Restated and Amended Playland Management Agreement (the “Second Restated Agreement”) with Standard Amusements LLC (“Standard”). The Second Restated Agreement was duly executed on or about July 22, 2021. On January 21, 2025, the County received a Notice of Termination from Standard effective February 20, 2025, which purported to terminate the Second Restated Agreement. Thereafter on February 4, 2025 the County sent a letter to Standard’s attorneys escalating the dispute to arbitration pursuant to Section 43(ii) of the Second Restated Agreement.

The arbitration resulted in decisions that: (i) the County was entitled to notice and opportunity to cure any default; (ii) Standard’s termination was invalid for failure to provide said notice and opportunity; (iii) Standard was in default for abandoning Playland; (iv) the County validly terminated the Second Restated Agreement on February 22, 2025; and (v) Standard was only entitled to liquidated damages as a result of its default under Section 23B(ii)(a). Separately, the arbitrators held that the County could not bring a separate claim against Standard relating to ride maintenance or the conditions of Playland, finding that any such claim was subsumed by the liquidated damages provision.

Based upon the arbitrators’ decision, it was established that the termination date was February 22, 2025 and that payment of liquidated damages was required to be made within 90 days from the date of termination, *to wit*: May 23, 2025, otherwise pursuant to Section 23B of the Second Restated Agreement, interest would accrue at eighteen (18%) percent compounding

annually. In order to reduce interest exposure, the County made a payment on or about May 20, 2025 of \$24,000,000 toward the liquidated damages. On November 21, 2025, the County made another payment of \$12,000,000 toward the balance of the liquidated damages. These two payments covered all remaining liquidated damages, including credits for monies owed to the County by Standard (and interest thereon), and a portion of the interest owed to Standard under Section 23B, representing interest that accrued between May 23, 2025 and November 21, 2025. As a result of the foregoing, the County owes Standard a remaining balance of \$519,294 representing remaining interest on the liquidated damages.

An operating budget amendment is necessary to increase the previous 2025 appropriation for interest cost by \$519,294 and decrease the previous 2025 appropriation for the capital cost of RP056 by \$27,710,000, for a net reduction in operating of \$27,190,706. This reduction reflects the re-classification of eligible capital expenditures and the added settlement costs for interest.

A capital budget amendment is necessary to increase the previous 2025 appropriation for RP056 from \$12,000,000 to \$39,710,000, an increase of \$27,710,000.

In order to issue bonds to pay for the full amount of the liquidated damages and interest, a bond act amendment is required to increase the amount of bonds authorized by Bond Act No. 83-2025 from \$36,000,000 to a new total of \$36,519,294.

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 review is not needed as this is a financing change related to reclassification of eligible capital expenditures from the 2025 operating budget.

The Department of Planning has advised your Committee that based on its review, of the proposed acts described above do not meet the definition of an "action" under the State Environmental Quality Review Act, and its implementing regulations, 6 NYCRR Part 617

("SEQR"). Therefore, no environmental review is required. Your Committee has reviewed the annexed SEQR documentation and concurs with this recommendation.

Your Committee has carefully considered the proposed operating budget amendment, capital budget amendment, as well as the related bond act amendment, and recommends approval of these proposed Acts, noting that the bond act amendment 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 bond act amendment.

Dated: February 9th, 2026
White Plains, New York

 Arant Nanku   James J. Billione Jr. 	 Arant Nanku  	   James J. Billione Jr.
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c/tsa 1.21.26
COMMITTEE ON
Budget &
Appropriations

Infrastructure &
Housing

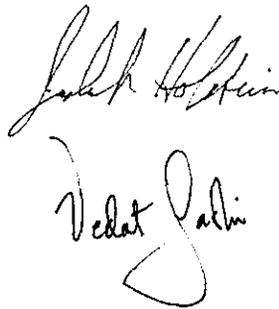
Parks &
Environment

Dated: February 9, 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:

**BUDGET & APPROPRIATIONS
COMMITTEE**



Handwritten signatures of Joseph H. Rubin and Vedat Galin.

**INFRASTRUCTURE & HOUSING
COMMITTEE**



Handwritten signature of Joseph H. Rubin.

TO: Tami Altschiller, Assistant Chief Deputy County Attorney
Department of Law

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

DATE: January 20, 2026

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR STANDARD
AMUSEMENT SETTLEMENT - BUDGET AMENDMENTS & BOND ACT**

The Planning Department has reviewed the subject action in accordance with the New York State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617 (SEQR).

The action involves amendments to the County's Operating Budget and Capital Budget as well as a bond act under Capital Project RP056 (Fact Sheet #3140) to finance the cost of payment of compromised or settled claims against the County in the matter of *Arbitration between the County of Westchester and Standard Amusements LLC*.

In 2025, Act No. 83 was passed by the Board of Legislators to finance the total payment via bond proceeds under the Operating Budget. The proposed budget amendments will re-classify eligible capital expenditures associated with the settled claims from the Operating Budget to the County Capital Budget. Eligible capital expenditures consist of ride- and site-related improvements at Playland Amusement Park that were undertaken by Standard Amusement, LLC during its management of the County park. In accordance with the management agreement, Standard Amusements, LLC provided the County with an annual list of proposed capital improvements, which were reviewed and determined to be Type II actions.

In addition to reducing the Operating Budget by the amount that is being reclassified to the Capital Budget, the Operating Budget will be adjusted to cover the cost of accrued interest.

Since the proposed actions are purely financial in nature and do not fund any future activities, pursuant to Section 617.2(b) of 6NYCRR Part 617, they do not meet the definition of an "action" as defined by SEQR. As such, no environmental review is required.

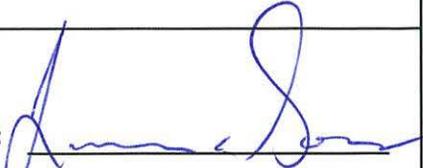
Please contact me if you have any questions.

DSK/cnm

cc: Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Blanca Lopez, Commissioner of Planning
Dianne Vanadia, Associate Budget Director
Susan Darling, Chief Planner
Claudia Maxwell, Principal Environmental Planner

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: <u>RP056</u>		<input type="checkbox"/> NO FISCAL IMPACT PROJECTED	
SECTION A - CAPITAL BUDGET IMPACT To Be Completed by Budget			
<input checked="" type="checkbox"/> GENERAL FUND	<input type="checkbox"/> AIRPORT FUND	<input type="checkbox"/> SPECIAL DISTRICTS FUND	
Source of County Funds (check one):		<input type="checkbox"/> Current Appropriations	
		<input checked="" type="checkbox"/> Capital Budget Amendment	
2025 CBA			
SECTION B - BONDING AUTHORIZATIONS To Be Completed by Finance			
Total Principal	\$ 27,710,000	PPU 12	Anticipated Interest Rate 4.12%
Anticipated Annual Cost (Principal and Interest):	\$ 2,984,467		
Total Debt Service (Annual Cost x Term):	\$ 35,813,604		
Finance Department:	Maab Taxable/Taxempt 1-15-26		
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:	<u>Dianne Vanadia</u>	Reviewed By:	
Title:	<u>Associate Budget Director</u>		Budget Director
Department:	<u>Budget</u>	Date:	<u>1/21/26</u>
Date:	<u>1/13/26</u>		

An Act amending the 2025 County
 Capital Budget Appropriations for
 Capital Project RP056 PLAYLAND
 INFRASTRUCTURE, RIDES AND
 SITE WORK

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

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

	Previous 2025 Appropriation	Change	Revised 2025 Appropriation
I. Appropriation	\$12,000,000	\$27,710,000	\$39,710,000

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

II. METHOD OF
 FINANCING

Bonds and/or Notes	\$12,000,000	\$27,710,000	\$39,710,000
Non County Shares	\$0		\$0
Cash	\$0		\$0
Total	\$12,000,000	\$27,710,000	\$39,710,000

Section 3. The ACT shall take effect immediately.

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

SECTION 1. The 2025 County Operating Budget shall be amended as follows:

EXPENDITURES:

Miscellaneous Budget

Judgement (101-52-1000-4990)

Amend to add interest cost \$519,294

Amend to reduce capital cost (RP056) (\$27,710,000)

TOTAL GENERAL FUND EXPENSE (\$27,190,706)

REVENUES:

Miscellaneous Budget

Bond Proceeds - (101-52-1000-9632)

Amend to add interest \$519,294

Amend to reduce capital (RP056) (\$27,710,000)

TOTAL GENERAL FUND REVENUE (\$27,190,706)

SECTION 2. This ACT shall take effect immediately.

FISCAL IMPACT STATEMENT

SUBJECT: 2025 Budget Amendment NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

GENERAL FUND AIRPORT FUND SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense \$ (27,190,706)

Total Current Year Revenue \$ (27,190,706)

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

Additional Appropriations Other (explain)

Identify Accounts: SEE ATTACHED Operating Budget Amendment

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: Dianne Vanadia

Title: Associate Budget Director

Department: Budget

Date: January 13, 2026

Reviewed By: 

Budget Director

Date: 1/20/26

ACT NO. -20_____

BOND ACT OF THE COUNTY OF WESTCHESTER, NEW YORK, AMENDING THE BOND ACT ADOPTED MAY 5, 2025, IN RELATION TO THE PAYMENT OF COMPROMISED OR SETTLED CLAIMS AGAINST THE COUNTY IN THE MATTER OF *ARBITRATION BETWEEN THE COUNTY OF WESTCHESTER AND STANDARD AMUSEMENTS LLC*, AT THE MAXIMUM ESTIMATED COST OF \$36,519,294. (Adopted _____, 20_____).

WHEREAS, this Board has heretofore duly authorized the issuance of \$36,000,000 bonds to finance the payment of compromised or settled claims against the County in the matter of *Arbitration between the County of Westchester and Standard Amusements LLC*, pursuant to Act No. 83-2025 duly adopted on May 5, 2025; and

WHEREAS, it is necessary to increase the amount of bonds authorized to be issued and the appropriation for such object or purpose;

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 5, 2025, entitled:

“ACT NO. 83-2025

BOND ACT AUTHORIZING THE ISSUANCE OF \$36,000,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF PAYMENT OF COMPROMISED OR SETTLED CLAIMS AGAINST THE

COUNTY IN THE MATTER OF *ARBITRATION BETWEEN THE COUNTY OF WESTCHESTER AND STANDARD AMUSEMENTS LLC*, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$36,000,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$36,000,000 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 \$36,519,294 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF PAYMENT OF COMPROMISED OR SETTLED CLAIMS AGAINST THE COUNTY IN THE MATTER OF *ARBITRATION BETWEEN THE COUNTY OF WESTCHESTER AND STANDARD AMUSEMENTS LLC*, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$36,519,294; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$36,519,294 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; \$36,519,294 bonds of the County, or so much thereof

4039608.1 048034 LEG

4060136.2 048034

as may be necessary, are hereby authorized to be issued to finance the payment of compromised or settled claims against the County in the matter of *Arbitration between the County of Westchester and Standard Amusements LLC*. The estimated maximum cost of said specific object or purpose, including preliminary costs and costs incidental thereto and the financing thereof is \$36,519,294. The plan of financing includes the issuance of \$36,519,294 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, are five (5) years and fifteen (15) years, within the limitations of Section 11.00 a. 33.(a) and 11.00 a. 19(c) of the Law, respectively, dependent on the specific object or purpose for which the proceeds of said bonds, or portion thereof, are to be expended.

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 \$36,519,294. 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 \$36,519,294 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

4039608.1 048034 LEG

4060136.2 048034

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 5, 2025 and amended on _____, 20____ and approved, as amended, by the County Executive on _____, 20____ and the validity of the obligations authorized by such Bond Act may be hereafter contested only if such obligations were authorized for an object or purpose for which the County of Westchester, in the State of New York, is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this Notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the publication of this Notice, or such obligations were authorized in violation of the provisions of the Constitution.

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

ACT NO. _____-20_____

BOND ACT AUTHORIZING THE ISSUANCE OF \$36,519,294 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF PAYMENT OF COMPROMISED OR SETTLED CLAIMS AGAINST THE COUNTY IN THE MATTER OF *ARBITRATION BETWEEN THE COUNTY OF WESTCHESTER AND STANDARD AMUSEMENTS LLC*, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$36,519,294; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$36,519,294 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (adopted on May 5, 2025 and amended on _____, 20____)

object or purpose: to finance the payment of compromised or settled claims against the County in the matter of *Arbitration between the County of Westchester and Standard Amusements LLC*.

amount of obligations to be issued:
and period of probable usefulness: \$36,519,294; five (5) years and fifteen (15) years

Dated: _____, 20____
White Plains, New York

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

CAPITAL PROJECT FACT SHEET

Project ID:* RP056	<input checked="" type="checkbox"/> CBA	Fact Sheet Date:* 12-30-2025
Fact Sheet Year:* 2025	Project Title:* PLAYLAND INFRASTRUCTURE, RIDES AND SITE WORK	Legislative District ID: 7,
Category* PLAYLAND	Department:* PARKS, RECREATION & CONSERVATION	CP Unique ID: 3140

Overall Project Description

This project will address the critical need to reconstruct, rehabilitate and make operational various rides, facilities and other associated infrastructure and site work at Playland Park.

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

FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2025	2026	2027	2028	2029	Under Review
Gross	42,710	12,000	0	3,000	0	0	0	27,710
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	42,710	12,000	0	3,000	0	0	0	27,710

Expended/Obligated Amount (in thousands) as of : 11,567

Current Bond Description: This bond request involves the re-classification of eligible capital expenditures from the 2025 operating budget pursuant to the requirements of the recent bond act #83-2025.	
Financing Plan for Current Request:	
Non-County Shares:	\$ 0
Bonds/Notes:	27,710,000
Cash:	0
Total:	\$ 27,710,000

SEQR Classification:

Amount Requested:
27,710,000

Expected Design Work Provider:

- County Staff Consultant Not Applicable

Comments:

A 2025 capital budget amendment in the amount of \$27,710,000 is requested and shown in Under Review, representing the re-classification of eligible capital expenditures from the 2025 Operating Budget.

Energy Efficiencies:

Appropriation History:

Year	Amount	Description
2025	12,000,000	FUNDS DESIGN, CONSTRUCTION AND CONSTRUCTION MANAGEMENT TO RECONSTRUCT, REHABILITATE AND MAKE OPERATIONAL VARIOUS RIDES, FACILITIES AND OTHER ASSOCIATED INFRASTRUCTURE AND SITE WORK AT PLAYLAND PARK

Total Appropriation History:
12,000,000

Financing History:

Year	Bond Act #	Amount	Issued	Description
25	159	12,000,000	0	PLAYLAND INFRASTRUCTURE, RIDES AND SITE WORK

Total Financing History:

12,000,000

Recommended By:

Department of Planning

Date

Department of Public Works

Date

Budget Department

Date

Requesting Department

Date

BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER

Your Committee is in receipt of a proposed Act, which if enacted by Your Board, would authorize the settlement of the lawsuit, Melanie Gabari v. County of Westchester, Jeffrey Munson, George Munson and Carol Munson, in the amount of \$750,000.00, inclusive of attorney's fees.

This matter is pending in the Westchester County Supreme Court, before the Honorable Doris M. Gonzalez. The lawsuit tentatively settled, pending this Board's approval, for a total amount of \$750,000.00, inclusive of attorney's fees.

Ilana Wolk and Nicholas Wise Esqs., Weitz & Luxenberg, PC, 700 Broadway, New York N.Y. 10003, is representing the plaintiff, Melanie Gabari.

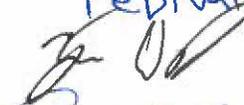
This matter arises in the context of the Child Victim's Act ("CVA"), a revival law. The legislation was enacted in 2019 and allowed for victims of childhood sexual abuse to file lawsuits despite expired statutes of limitations. In this case, plaintiff alleges that she was abused at her foster home of George and Carol Munson, by foster parent Carol Munson and foster brother Jeffrey Munson, with knowledge of the abuse by foster parent George Munson that the sexual abuse was occurring. During the time period of the abuse, plaintiff alleges that she made repeated complaints of abuse to her Department of Social Service ("DSS") caseworker, who she claims allegedly took no action to investigate, mitigate, and/or stop the abuse. She alleges that the both the physical and sexual abuse began occurring shortly after she arrived at the Munson home in 1981, when she would have been just five years old. As part of her damages, plaintiff contends that she suffered permanent psychological and emotional damages, that the abuse affected her marital relationship leading to divorce, that she has difficulty in any personal relationships, she endured pain and suffering for many years through the period of the sexual abuse, and otherwise has had to seek psychiatric help to counteract issues relating to anxiety and depression.

The settlement takes into consideration the uncertainty of litigation and the potential costs of trial, the exposure to a substantial jury verdict, subsequent proceedings and a potential appeal. The accompanying Act will authorize settlement of the lawsuit titled, Melanie Gabari v. County of Westchester, Jeffrey Munson, George Munson and Carol Munson, in Supreme Court Westchester County, Index No. 64752/2019, in the amount of \$750,000.00, inclusive of attorney's fees.

Your Committee has carefully considered the subject matter, the settlement proposal, the attached Act and recommends authorizing the County Attorney or his designee to settle the lawsuit, titled, Melanie Gabari v. County of Westchester, Jeffrey Munson, George Munson and Carol Munson, in the amount of \$750,000.00, inclusive of attorney's fees. An affirmative vote of a majority of the Board is required to pass this legislation.

Dated: White Plains, New York

February 9th, 2026





Grant Nambur
Joseph J. Zilliano John


Grant Nambur
Joseph J. Zilliano John

Budget & Appropriations

Litigation

COMMITTEE ON

Dated: February 9, 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.

Budget & Appropriations

A handwritten signature in cursive script that reads "Vedat Galin". The signature is written in black ink on a white background.

Litigation

A handwritten signature in cursive script that reads "Vedat Galin". The signature is written in black ink on a white background.

ACT NO. -2026

AN ACT authorizing the County Attorney to settle the lawsuit of Melanie Gabari v. The County of Westchester, Jeffrey Munson, George Munson, and Carol Munson, Westchester County Supreme Court Index No. 64752/2019, in the amount of \$750,000.00, inclusive of attorney's fees

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

Section 1. The County Attorney is authorized to settle the lawsuit of Melanie Gabari v. The County of Westchester, Jeffrey Munson, George Munson, and Carol Munson, Westchester County Supreme Court Index No. 64752/2019, in the amount of \$750,000.00, inclusive of attorney's fees.

Section 2. The County Attorney or his designee is hereby authorized and empowered to execute and deliver all documents and take such actions as the County Attorney deems necessary or desirable to accomplish the purpose of this Act.

Section 3. This Act shall take effect immediately.

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SUPREME COURT OF THE STATE OF NEW YORK.
COUNTY OF WESTCHESTER: PART DG

-----x
MELANIE GABARI

-against-

Index No.
64752/2019

WESTCHESTER COUNTY DEPARTMENT
OF SOCIAL SERVICES, ET AL,

Defendant.

-----x

111 Dr. Martin Luther King Jr. Blvd
White Plains, New York 10601
December 2, 2025

B E F O R E: HONORABLE DORIS GONZALEZ,
SUPREME COURT JUDGE

A P P E A R A N C E S:

WEITZ & LUXENBERG, PC
Attorneys For the Plaintiff
700 Broadway
New York, NY 10003
BY: ILANA WOLK AND NICHOLAS WISE, ESQ.

BLEAKLEY PLATT & SCHMIDT
Attorneys for the Defendant
One N Lexington Ave
White Plains, NY 10601
BY: WILLIAM HARRINGTON AND DAVID H. CHEN, ESQ.

MEAGHER & MEAGHER, PC
Attorneys For Defendants
111 Church Street
White Plains, NY 10601
BY: CHRISTOPHER MEAGHER AND CEILIDH MEAGHER, ESQ.

WESTCHESTER COUNTY LAW DEPARTMENT
Room 600, 148 Martine Ave
White Plains, NY 10601
BY: JOHN M. NONNA, ESQ.

Erica Mercorella
Senior Court Reporter

PROCEEDINGS

1 THE CLERK: This is index number, 64752 of 2019.
2 Melanie Gabari verses the County of Westchester.

3 THE COURT: Please note your appearances, please.
4 Slowly.

5 MS. WOLK: Good afternoon, your Honor. Ilana
6 Wolk, with Weitz and Luxenberg, 700 Broadway, New York, New
7 York. I represent the plaintiff, Melanie Gabari.

8 MR. WISE: Also for plaintiff, Melanie Gabari,
9 Nicholas Wise, Weitz and Luxenberg, 700 Broadway, New York,
10 New York 10003.

11 MR. HARRINGTON: William Harrington, Bleakly,
12 Platt and Schmidt, 1 North Lexington Avenue, White Plains,
13 New York, 10601 on behalf of the County of Westchester.

14 MR. CHEN: Good afternoon, your Honor. David Chen
15 from the Office of Bleakly, Platt and Schmidt, County of
16 Westchester.

17 MR. NONNA: Good afternoon, your Honor. John
18 Nonna, County Attorney for the Westchester County Law
19 Department, 148 Martine Avenue, White Plains, 10601.

20 MS. MEAGHER: Good afternoon, your Honor. Ceilidh
21 Meagher with the Law Office of Meagher and Meagher, PC.
22 111 Church Street, White Plains, New York, 10601, for
23 defendant Munsons.

24 MR. MEAGHER: Thank you, your Honor. Christopher
25 Meagher with Meagher and Meagher, PC on behalf of Carol

PROCEEDINGS

1 Munson, the Estate of George Munson and Jeffery Munson.

2 THE COURT: Okay. So are we happy to report a
3 settlement?

4 MR. WISE: We are, and this was -- and before we
5 get started, I want to thank the Court on behalf of all of
6 the parties, for the many hours you put in and your staff
7 put in over the last two days.

8 THE COURT: I appreciate that.

9 MR. WISE: We would not have reached this without
10 the Court's assistance and without the staff.

11 THE COURT: Thank you.

12 MR. WISE: So we have reached a settlement, the
13 terms of which are as follows:

14 There is a settlement with the County of
15 Westchester for 750,000 dollars to settle all claims. The
16 County of Westchester has advised that they got approval
17 from the County Board of Legislature and for funding, there
18 is a settlement with Jeff Munson, the Estate of George
19 Munson and Carol Munson. That settlement there is a
20 condition precedent that the settlement with the County of
21 Westchester first has to be approved. The terms of the
22 settlement with the Munson defendants are as follows:

23 There will be 100,000 dollars paid within 90 days.
24 There will be an additional 50,000 dollars paid to a
25 charity of the plaintiff of Melanie Gabari's choosing.

PROCEEDINGS

1 Said charity will be associated with victims of child
2 abuse. That charity will be a 501(c)(3) charity. Releases
3 for the Munsons will be held in escrow by Weitz and
4 Luxenberg, PC.

5 The payment to the charity will not come or be
6 made by whomever until the Law Office of Meagher and
7 Meagher and the entire 150,000 dollars in their escrow
8 account. The settlement with the county is subject to the
9 approval of the County Board of Legislatures, and with
10 respect to all defendants, this is in full satisfaction of
11 all claims by the plaintiff, all sexual abuse claims by the
12 plaintiff from 1981 through 1990.

13 THE COURT: Is there anything with respect to
14 county and art programs?

15 MR. WISE: There is. I have spoken both with
16 counsel for the county as well as the County Attorney.
17 It's a little complex, but we have a handshake and I have
18 little doubt that it's not going to be done.

19 MR. NONNA: Agreed.

20 THE COURT: Anything else that you would like to
21 add?

22 MR. HARRINGTON: Yes, just one thing, your Honor.
23 To echo the County, thanks for your patience and your hard
24 work and your staff. It's very much appreciated and we
25 understand the difficulty of managing this docket and few

PROCEEDINGS

1 judges can do it, and you are doing it particularly well
2 and we appreciate your time and all of the advice you given
3 us over the last two days.

4 THE COURT: Thank you.

5 MR. MEAGHER: The same gratitude from the Munson
6 defendants to the Court, and all part personnel who had
7 been courteous and patient over the last couple of days.

8 THE COURT: I appreciate that guys, but it's my
9 job. So --

10 MR. MEAGHER: You do it particularly well.

11 MR. NONNA: Let me thank you for doing your job.
12 I agree, we should not go with names if we don't have to,
13 they charge extra money for administrating the mediation
14 when you can have judges that don't charge more.

15 THE COURT: Exactly. And what did you -- what was
16 the demand when you left, 3.5 million? Did it move at all
17 or anything? Wait a minute, did you have to go into the
18 city for that?

19 MR. NONNA: It was virtual.

20 THE COURT: I appreciate that everyone, but it is
21 part of my job. But it's the inventory also that we have
22 to understand deserves that much time with all of the
23 nuances that we haven't been provided with, that we have to
24 work with. But on another note, I have started this
25 stipulation which says you withdraw all motions in limine

PROCEEDINGS

1 from 5, 6, 7, 8, 9 and 10. Please sign it off.

2 I have a question, why by notice of motion?

3 They're supposed to be done by order to show cause.

4 MR. HARRINGTON: Your Honor, the advice that you
5 provided, some judges want one way, some want it another.

6 THE COURT: That is cause some people don't know
7 how to do trial, you know when trial work is involved, it's
8 all by order to show cause with quick turn over.

9 MR. HARRINGTON: I understand all of those things,
10 your Honor. Thank you.

11 THE COURT: I kept seeing them come in with days
12 of notice of motion, which means there is a long period of
13 time to answer, respond to 60 day decisions. Order to show
14 cause, is an urgency to it, and I also can decline to sign
15 those too, before -- what date do you want for follow-up or
16 control date? Control date, January, the last week of
17 January, January 30th?

18 MR. HARRINGTON: That would be great.

19 MR. WISE: That would be great.

20 THE COURT: All right. Thank you.

21 MR. WISE: At 9:30. January 30th or --

22 THE COURT: No appearances really needed but if
23 there are any issues, usually after my foreclosure
24 calendar, so 10:30 to 11:00, my CVA calendar is always on
25 Wednesday.

PROCEEDINGS

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Now, what I can't wait to do is to send the e-mail that I settled it without adjourning it. Have a good day everybody. Appreciate your time of coming and spending the day. Very much appreciating it.

This is certified to be a true and accurate transcript of the stenographic notes.

Erica Mercorella

ERICA MERCORELLA

Official Court Reporter

FISCAL IMPACT STATEMENT

SUBJECT: Lawsuit Settlement: Gabari, Melanie NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

GENERAL FUND

AIRPORT FUND

SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense \$ 750,000

Total Current Year Revenue \$ -

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

Additional Appropriations

Other (explain)

Identify Accounts: 6N Fund: 615 59 0520 1150 4280 04

Potential Related Operating Budget Expenses: Annual Amount N/A

Describe: Public Official Liability Settlement of Gabari, Melanie G870281- (CVA Claim)

Potential Related Operating Budget Revenues: Annual Amount N/A

Describe: _____

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

Current Year: N/A

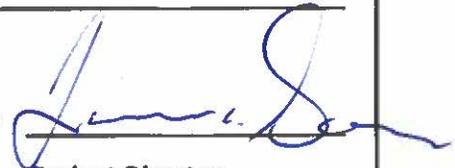
Next Four Years: N/A

Prepared by: Taryn A. Chapman-Langrin

Title: Deputy County Attorney

Department: Law

Date: January 15, 2026

Reviewed By: 
Budget Director

Date: 1/28/26

BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER

Your Committee is in receipt of a proposed Act which, if enacted by your Board, would authorize the settlement of the litigation between Chevor Pompey (“Plaintiff”) and the County, as set forth below.

Your Committee is informed that Plaintiff, a former employee of the County, commenced this action against the County and individual defendants, alleging discrimination and retaliation relating to a failure to promote him during his tenure with the County. Following discovery, the District Court granted partial summary judgment to the Defendants, dismissing several of Plaintiff’s claims and theories. The District Court found that Plaintiff had no direct evidence of discrimination by any individual defendant. Instead, the District Court limited Plaintiff’s discrimination claim to a “cat’s paw” theory of discrimination based on Plaintiff’s allegations that a non-defendant supervisor discriminated against him, and that supervisor’s discriminatory animus caused him to not be promoted. With respect to Plaintiff’s retaliation claim, the District Court limited the claim to a question of whether a supervisor’s cancelling of a meeting regarding a promotional track, in response to an email threatening litigation, was sufficiently chilling, when the department head, the same day, offered to meet with Plaintiff regarding the issues presented. Trial on these remaining issues is scheduled to begin April 13, 2026.

Your Committee is further informed that On January 22, 2026, the parties appeared for a settlement conference before U.S. Magistrate Judge Judith McCarthy. The parties negotiated in good faith, and were able to reach the proposed settlement being presented here. The settlement dismisses all claims against the individual defendants, and admits that there is no claim that they directly

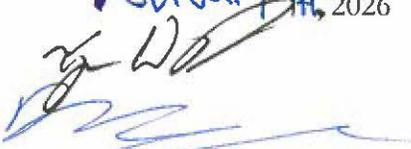
discriminated against him. With respect to the County, there is no admission of liability. The County will pay \$200,000 in full settlement of this action, including all costs, expenses, and attorneys' fees.

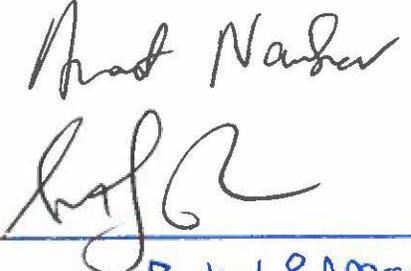
Your Committee is advised that the County has been ably represented in this matter by Lalit Loomba at the Quinn Law Firm; to go forward to trial, the County will incur a significant amount of additional attorneys' fees, as well as expert witness expenses relating to Plaintiff's damages. The County Attorney's Office further advises that, while the County believes that Plaintiff's claims have no merit, there are always risks going forward to trial. Further, given the nature of Plaintiff's claims, were he to prevail at trial, he would be entitled to an award of attorneys' fees and costs, even if a judgment was relatively modest. As such, while the chance of exposure may be small, the size of the potential monetary exposure could be high.

The County Attorney's Office has recommended approval of the settlement. Your Committee concurs with this recommendation and recommends that this Honorable Board adopt the proposed Act.

Dated: White Plains, New York

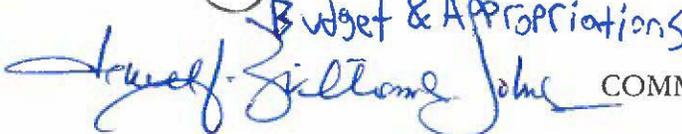
February 9th, 2026



Brad Nardar



and

Robert Nardar


 Budget & Appropriations |  Litigation
COMMITTEE ON

ACT NO.

2026

AN ACT authorizing the County Attorney to settle the lawsuit of *Pompey v. Westchester County, New York, et al.*, pending in the United States District Court for the Southern District of New York, Case No. 23-cv-9337

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

Section 1. The County Attorney is hereby authorized to settle the proceeding entitled *Pompey v. Westchester County, New York, et al.*, pending in the United States District Court for the Southern District of New York, Case No. 23-cv-9337 in the amount of \$200,000, inclusive of all costs and attorneys' fees.

Section 2. The County Attorney or his designee is hereby authorized to execute and deliver all documents and take such actions as the County Attorney deems necessary or desirable to accomplish the purposes hereof.

Section 3. This Act shall take effect immediately.

FISCAL IMPACT STATEMENT

SUBJECT: Lawsuit Settlement: Pompey, Chevor NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

GENERAL FUND

AIRPORT FUND

SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense \$ 200,000

Total Current Year Revenue \$ -

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

Additional Appropriations

Other (explain)

Identify Accounts: 6N Fund: 615 59 0701 4510 4280 04

Potential Related Operating Budget Expenses: Annual Amount _____

Describe: Lawsuit Settlement: Pompey, Chevor

Potential Related Operating Budget Revenues: Annual Amount _____

Describe: _____

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

Current Year: _____

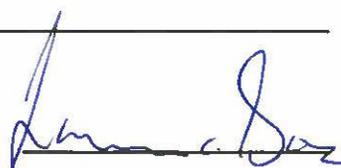
Next Four Years: _____

Prepared by: Christina Rampata

Title: Deputy Budget Director

Department: Budget

Date: February 2, 2026

Reviewed By: 

Budget Director

Date: 2/2/26



Kenneth W. Jenkins
County Executive

January 27, 2026

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

Dear Members of the Board of Legislators:

In accordance with Section 110.21 of the Laws of Westchester County, enclosed is a resolution to confirm Joan McDonald as the Deputy County Executive of Westchester County, effective February 1, 2026.

I have made a thorough review of Ms. McDonald's credentials and experience, and have determined that her appointment as Deputy County Executive is in the best interests of the County.

Therefore, I respectfully recommend and urge your Honorable Board to adopt the attached resolution confirming the appointment, effective February 1, 2026, of Joan McDonald as Deputy County Executive of Westchester County.

Sincerely,

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

Kenneth W. Jenkins
County Executive

KWJ/SDK/nn
Attachment

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

Telephone: (914) 995-2900

WESTCHESTER COUNTY

Kenneth W. Jenkins
County Executive

January 27, 2026

Joan McDonald
6 Daniella Court
Mahopac, NY 10541

Dear Ms. McDonald:

It is my pleasure to appoint you, effective February 1, 2026, as Deputy County Executive of Westchester County. Please be advised that while this appointment authorizes you to immediately assume the duties and responsibilities of said office, your appointment is subject to confirmation by the Westchester County Board of Legislators.

Pending your confirmation by the Board of Legislators and in accordance with New York State law, you must take and file an oath of office in the Office of the Westchester County Clerk. Please be advised that your failure to take and file such an oath within thirty days of the date of this appointment letter, or within thirty days after the commencement of your term, will result in the office of Deputy County Executive being deemed vacant. If you have any questions with regard to these legal requirements, please contact the County Attorney.

Thank you for your previous service to Westchester County and I look forward to continuing to work with you.

Sincerely,



Kenneth W. Jenkins
County Executive

KWJ/SDK/nn

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

Telephone: (914) 995-2900

RESOLUTION - 2026

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

WHEREAS, the County Executive having appointed Joan McDonald as the Deputy County Executive of Westchester County, effective February 1, 2026, in accordance with the terms and provisions of the Laws of Westchester County, as amended, and subject to the confirmation of this Board; it is

RESOLVED, that said appointment be and is hereby confirmed.

Dated: _____, 2026
White Plains, New York

JOAN McDONALD

Joan McDonald is an experienced executive in public management, transportation, economic and community development, public finance and public policy.

On January 1, 2018, Joan was appointed Director of Operations for Westchester County. As the Director of Operations, Joan is responsible for setting all public policies for the County; has direct supervision over the 12 County Departments and 4,500 employees. Joan has direct responsibility for overseeing the \$2.2 billion County budget. Joan has served as Chair of the Westchester County IDA and Westchester County LDC since 2018.

Some of the initiatives which Joan spearheaded for the County include the creation of the Downtown Investment Grant (DIG) program, the housing Flex Fund, the Landlord Tenant Assistance Program (LTAP) program, and overseeing the improvements and restructuring of the Capital Program. Joan managed the County COVID-19 response including the \$20 million small business and not-for-profit grant program, the \$10 million food insecurity program and the \$5 million remote learning centers program.

Joan provided strategy and guidance to the County Executive and Deputy County Executive as they restored stability to the County finances, which lead to the restoration of Westchester's Triple-A bond rating from both Fitch and Standard and Poors.

In August 2020, Joan was appointed Chair of the New York State Bridge Authority Board of Commissioners. In April 2024, Governor Hochul appointed her to the Thruway Authority Board of Directors. Joan Co-Chaired the transportation group of the NYSERDA New York State Climate Impacts Assessment. She is also on the Board of Directors of NY CREATES.

Joan served as Commissioner of the New York State Department of Transportation from 2011 - 2015, overseeing 8,300 employees with an annual budget of \$4 billion. Under Joan's leadership NYSDOT implemented 30 design/build, best value contracts, including the \$550 million Kosciusko Bridge, the Department's largest contract. As Commissioner, Joan chaired the Northeast Corridor Commission; served on the Tappan Zee Bridge Blue Ribbon Selection Panel; co-chaired the Tappan Zee Bridge Mass Transit Task Force and served on the Executive Committee of the Transportation Research Board.

As Commissioner of the Connecticut Department of Economic and Community Development from 2007 to 2010 Joan led CT's economic development efforts through the "Great Recession". During her tenure, Joan chaired Connecticut Innovations, investing funds in various start-up companies in the biotechnical, aviation and IT sectors. Under her leadership, the State developed its first ever strategic economic development plan; negotiated agreements with several Fortune 500 companies and initiated transit oriented development in all of Connecticut's major cities.

Joan has served in senior management positions for the City of New York, Metro-North Railroad and the New York State Assembly.

From August 2015 through December 2020, Joan served on the National Infrastructure Advisory Council (NIAC), where she participated in studies related to water resiliency and cyber security on a national level. From September 2016 through December 2020 she was on the TRB policy committee to evaluate the future of the Interstate Highway System, including the impact of climate change.

Joan received her Bachelor of Arts from LeMoyne College and her Masters of Public Administration from Harvard University, John F. Kennedy School of Government.

RESOLUTION - 2026

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

WHEREAS, the County Executive having appointed Joan McDonald as the Deputy County Executive of Westchester County, effective February 1, 2026, in accordance with the terms and provisions of the Laws of Westchester County, as amended, and subject to the confirmation of this Board; it is

RESOLVED, that said appointment be and is hereby confirmed.

Dated: February 9, 2026
White Plains, New York

Arant Narha

[Signature]

[Signature]

Margaret A. Cyro

Christina Alley