

Board of Legislators Meeting Agenda



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

Monday, May 18, 2026

7:00 PM

Legislative Chamber

Regular Meeting

CALENDAR 10

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

May 4, 2026, 7pm, Regular Meeting
May 6, 2026, 6:20 pm, State of the County Special Meeting

PUBLIC COMMENT

Speakers _____

PUBLIC HEARING

2. [2026-182](#) **PH-WD305-Co. Water District No. -Eastview Pumping Station**

A Public Hearing on authorizing Capital Project WD305 - County Water District #3 - Eastview Pumping Station for the benefit of County Water District No. 3. [Public Hearing set for May 18, 2026 at 7:30 p.m.].

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

Speakers _____

*Please see Standing Committee Item #s 2026: 190,179,180,181,178 & 183 for back-up.

7. [2026-191](#) **PH-Lease Agreement-Citigroup, Inc.-Westchester County Airport**

A Public Hearing on "A LOCAL LAW authorizing the County of Westchester to enter into a lease agreement with Citigroup, Inc. for Hanger E - Bay 2, and certain related space, at

Westchester County Airport, for an initial term of fifteen (15) years and two (2) option terms, of five (5) years each, thereafter". [Public Hearing set for May 18, 2026 at 7:30 p.m.]. LL Intro: 2026-192.

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

Speakers _____

*Please see Standing Committee Item #2026-192.

UNFINISHED BUSINESS

I. COMMUNICATIONS

A. COUNTY EXECUTIVE

[2026-237](#) **APPT-Community Services Board-Hsu**

A RESOLUTION appointing Dr. Teresa Hsu as a member of the Westchester County Community Services Board for the term March 24, 2026 to December 31, 2029.

COMMITTEE REFERRAL: COMMITTEE ON APPOINTMENTS

[2026-238](#) **APPT-Community Services Board-Hughes IV**

A RESOLUTION appointing James H. Huges IV, as a member of the Westchester County Community Services Board for the term March 24, 2026 to December 31, 2029.

COMMITTEE REFERRAL: COMMITTEE ON APPOINTMENTS

[2026-239](#) **APPT-Parks, Recreation & Conservation Board-Cummings**

A RESOLUTION appointing Robert Cummings as a member of the Westchester County Parks, Recreation and Conservation Board for the term March 27, 2026 to December 31, 2027.

COMMITTEE REFERRAL: COMMITTEE ON APPOINTMENTS

[2026-240](#) **REAPPT-Advisory Council on People with Disabilities-Marron**

A RESOLUTION to reappoint Marni Marron as a member of the Westchester County Advisory Council on People with Disabilities for the term February 5, 2026 to December 31, 2027.

COMMITTEE REFERRAL: COMMITTEE ON APPOINTMENTS

[2026-241](#) **ACT-Mortgage Tax Receipts-10-1-25 through 3-31-26**

AN ACT to authorize the Commissioner of Finance to pay the Mortgage Tax Receipts, apportioned according to and as mandated by Section 216 (3) of the New York State Tax Law, to the cities, towns and villages listed in the attached report.

COMMITTEE REFERRAL: COMMITTEE ON BUDGET & APPROPRIATIONS**[2026-242](#) ACT-Regional Partnership Agreement-Dutchess & Putnam Counties FY2023**

AN ACT authorizing the County of Westchester to enter into a Regional Partnership Agreement with Dutchess County and Putnam County in order to receive funding from the New York State Division of Homeland Security and Emergency Services under FY2023 Hazardous Materials Grant Program.

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

[2026-243](#) ACT-Regional Partnership Agreement-Dutchess & Putnam Counties FY2024

AN ACT authorizing the County of Westchester to enter into a Regional Partnership with Dutchess County and Putnam County in order to receive funding from the New York State Division of Homeland Security and Emergency Services under the FY2024 Hazardous Materials Grant Program.

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

[2026-248](#) BOND ACT-RCC17-County Center Facility Improvements

A BOND ACT authorizing the issuance of FIVE MILLION (\$5,000,000) DOLLARS in bonds of Westchester County to finance Capital Project RCC17 - County Center Facility Improvements.

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

[2026-250](#) CBA-BPL39-Complete Streets Municipal Assistance Program

AN ACT amending the 2026 County Capital Budget Appropriations for Capital Project BPL39 - Complete Streets Fund.

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

[2026-251](#) BOND ACT-BPL39 (Design) - Complete Streets Municipal Assistance Program

A BOND ACT authorizing the issuance of FOUR MILLION (\$4,000,000) DOLLARS in bonds of Westchester County to finance Capital Project BPL39 - Complete Streets Fund.

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

[2026-252](#) IMA (Design) - Complete Streets Municipal Assistance Program-11 Municipalities

AN ACT authorizing the County of Westchester to enter into intermunicipal agreements with eleven municipalities for the County to undertake the design of the municipalities' complete streets projects and take back an easement in the municipally owned roads and real properties on which the projects will be located for a term which shall commence on execution and terminate when the bonds issued for the design of the projects have been paid in full.

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

[2026-253](#) **BOND ACT-BPL39 (Construction) - Complete Streets Municipal Assistance Program**

A BOND ACT authorizing the issuance of ONE MILLION, THREE HUNDRED NINETY-FIVE THOUSAND (\$1,395,000) DOLLARS in bonds of Westchester County to finance Capital Project BPL39 - Complete Streets Fund.

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

[2026-254](#) **IMA-(Construction) - Complete Streets Municipal Assistance Program-Mount Kisco**

AN ACT authorizing the County of Westchester to enter into an intermunicipal agreement with the Town of Mount Kisco for the Town to construct and install its complete streets project entitled "Mount Kisco Streetscape Sidewalk Improvements Phase 3B" on its municipally owned roads and real properties with the County reimbursing up to 50% of the costs incurred by the Town of Mount Kisco for construction and construction management related to the project for a term commencing on execution and terminating when the bonds issued for the construction of the project has been paid in full.

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

B. COUNTY ATTORNEY

[2026-256](#) **ACT - Opioid Settlement against Associated Pharmacies, Inc.**

AN ACT authorizing the County of Westchester to participate in the national opioid settlement against Associated Pharmacies, Inc. (and American Associated Pharmacies); J M Smith Corporation; Louisiana Wholesale Drug Company, Inc.; Morris and Dickson Co.; North Carolina Mutual Wholesale Drug Company, Inc.; and United Natural Foods, Inc. (including its subsidiaries SuperValu and Advantage Logistics).

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND LITIGATION

C. LEGISLATORS

D. OTHERS

II. NOTICES & PETITIONS

III. STANDING COMMITTEES

[2026-190](#) **ENV RES-Co. Water Dist. No. 3-Eastview Pumping Station**

AN ENVIRONMENTAL RESOLUTION determining that there will be no significant adverse impact on the environment from Capital Project WD305 - Water District #3 - Eastview Pumping Station.

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

RESOLUTION _____ - 2026 VOTE _____

[2026-179](#) **ACT-Authorize County to Proceed with WD305, Subject to an Order of the State Comptroller**

AN ACT to increase and improve Westchester County Water District No. 3 facilities to carry out Capital Project WD305 in accordance with the recommendations of the District Report of Department of Environmental Facilities subject to an order of the Comptroller of the State of New York.

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

ACT _____ - 2026 VOTE _____

[2026-180](#) **ACT-Authorizing BOL Chairman to Submit Application to State Comptroller-WD305**

AN ACT to authorize the Chairman of the Board of Legislators or his authorized designee to execute all instruments and take all actions reasonable, necessary and appropriate to petition the Comptroller of the State of New York pursuant to Section 268 of Article 5-A of the New York State County Law for an order approving the County's issuance of bonds for an increase and improvement of facilities of County Water District No. 3.

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

ACT _____ - 2026 VOTE _____

[2026-181](#) **RES-State Regulations Resolution in Order to Submit Verified Application to State Comptroller**

A RESOLUTION as required by the State Regulations in order to submit a verified application to the State Comptroller for Capital Project WD305 - County Water District #3 - Eastview Pumping Station.

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

RESOLUTION _____ - 2026

VOTE _____

2026-178 CBA-WD305-Co. Water District No. 3-Eastview Pumping Station

AN ACT amending the 2026 County Capital Budget Appropriations for Capital Project WD305 County Water District #3 - Eastview Pumping Station.

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

ACT _____ - 2026

VOTE _____

2026-183 BOND ACT-WD305-Co. Water District No. 3-Eastview Pumping Station

A BOND ACT authorizing the issuance of FORTY MILLION (\$40,000,000) DOLLARS in bonds of Westchester County to finance Capital Project WD305 - County Water District No. 3 - Eastview Pumping Station.

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

BOND ACT _____ - 2026

VOTE _____

2026-192 LOCAL LAW-Lease Agreement-Citigroup, Inc.-Westchester County Airport

A LOCAL LAW authorizing the County of Westchester to enter into a lease agreement with Citigroup, Inc. for Hangar E - Bay 2, and certain related spaces, at Westchester County Airport, for an initial term of fifteen (15) years and two (2) option terms, of five (5) years each, thereafter.

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

LOCAL LAW INTRO No. 2026 - 192

VOTE _____

IV. SPECIAL ORDERS**MOTIONS, RESOLUTIONS & CALL OF THE DISTRICTS****2026-249 MEMORIAL RESOLUTIONS 8-2026**

HON. TERRY CLEMENTS: Ann P. Trotta

HON. MARGARET A. CUNZIO: Thomas J. Keane, Jim Procario

LEGISLATORS GASHI AND CLEMENTS: Tonino "Tony" Macchiagodena

HON. DAVID J. TUBIOLO: Tom Morrissey

ADJOURNMENT

Next Meeting June 1, 2026, at 7pm.

RESOLUTION NO. 44 - 20 26

WHEREAS, the Westchester County Board of Supervisors, now known as the Westchester County Board of Legislators (“Board”) duly established County Water District No. 3. (“District”) in 1977 pursuant to Article 5-A of the New York State County Law (“Article 5-A”) by Act No. 63-1977; and

WHEREAS, the District is comprised of the territorial limits of the Grasslands Campus in Valhalla; and

WHEREAS, the District does not consist of any private one or two family homes. It does not include any property owned by individual private property owners, but rather it is a District wholly owned by the County. Accordingly, the typical District property is owned by the County and district improvements are not taxed to or paid for by private property owners or the “Typical One- or Two-Family Home” as defined in 2 NYCRR Section 85.2; and

WHEREAS, the Department of Environmental Facilities (“Department”) has prepared and submitted to this Honorable Board a report dated December 23, 2025, as may be amended from time to time (“District Report”), which recommends the following capital project: County Water District No. 3 – Eastview Pumping Station – WD305 (“WD305”), subject to an order issued by the Comptroller of the State of New York (“State Comptroller”) permitting the issuance of bonds of the County for such expenditure; and

WHEREAS, WD305 will provide for design, construction management, and construction for installation of the Eastview Pumping Station to provide ultraviolet (“UV”) treated drinking water to the District. The new pumping station will obtain UV treated water from the County’s Eastview Distribution Chamber which currently receives its UV treated water from the New York City Department of Environmental Protection (“DEP”) Catskill-Delaware UV Water Disinfection Facility, located in Eastview. The new pumping station will be built adjacent to the Eastview Distribution Chamber and will pump UV treated water, via a new 16-inch diameter transmission main, to the district’s water storage tank. The pumping

station will also provide disinfection and corrosion control treatment prior to the water leaving the station; and

WHEREAS, the County is currently seeking authorization of the issuance of up to \$40,000,000 in bonds of the County to finance a portion of the cost of construction management and construction of a pumping station and transmission main or mains for the conveyance of treated water from the DEP UV Light Disinfection Facility at Eastview in the Town of Mount Pleasant to the District, including ancillary or related work and incidental expenses. The Department anticipates that WD305 will involve on-going operating costs above the current operating budget for additional water treatment, power consumption, and regular equipment maintenance. The anticipated additional cost is \$120,000 annually; and

WHEREAS, the Department has advised that in order to comply with Article 5-A, and for the purposes of the public hearing, the Department, in conjunction with the Finance Department, has calculated that the issuance of \$40,000,000 in bonds of the County for the WD305 equates to an annual debt payment of \$2,729,087.50. Added to the above-mentioned additional operating costs, this results in a total annual cost of \$2,849,087.50, which, if distributed over the 259,920 taxable parcels in the County, equates to an estimated average increase in tax assessment of \$10.96 per parcel, as more fully set forth in the District Report; and

WHEREAS, in accordance with Article 5-A, this Board is required to schedule a public hearing.

NOW, THEREFORE, BE IT

RESOLVED, that a public hearing shall be held upon the proposed increase and improvement of facilities for the District, as more fully set forth in the District Report dated December 23, 2025 as may be amended from time to time; said hearing to be held in the Board of Legislators Chambers, Room 800, Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601 on the 18 day of May, 2026 at 7:30 p.; and be it further

RESOLVED, that the Clerk of the Board is hereby authorized and empowered take all necessary steps in furtherance hereof; and be it further

RESOLVED, that the Clerk of the Board is hereby directed to cause notice of such public hearing to be published in the official newspapers of the County of Westchester having a general circulation in the District and in the manner required by law, the first publication thereof to be not less than ten (10) or more than twenty (20) days before the date set forth above for the public hearing. Such Notice shall be substantially in the form attached hereto; and be it further

RESOLVED, that this Resolution shall take effect immediately

RESOLUTION NO. 45 - 2026

RESOLVED, that this Board hold a public hearing pursuant to Section 209.141(4) of the Laws of Westchester County on Local Law Intro. No. 192 – 2026, entitled “A LOCAL LAW authorizing the County of Westchester to enter into a lease agreement with Citigroup, Inc. for Hangar E - Bay 2, and certain related space, at Westchester County Airport, for an initial term of fifteen (15) years and two (2) option terms, of five (5) years each, thereafter.” The public hearing will be held at 2:30 p.m. on the 18 day of May, 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.

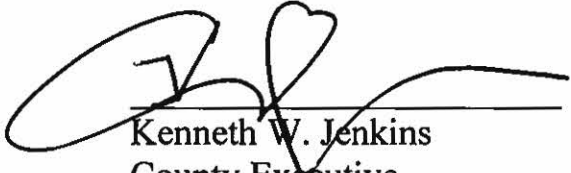


Kenneth W. Jenkins
County Executive

WHEREAS, a vacancy exists in the membership of the Westchester County Community Services Board:

NOW, THEREFORE, I, Kenneth W. Jenkins, County Executive of Westchester County, in accordance with the terms and provisions of the Westchester County Charter, appoint Dr. Teresa Hsu, 14 Langeland Drive, Mount Kisco, New York as a member of the Westchester County Community Services Board, for the term March 24, 2026 to December 31, 2029.

Given under my hand
and seal this 24th day
of March, 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

March 24, 2026

Dr. Teresa Hsu
14 Langeland Drive
Mount Kisco, NY 10549

Dear Dr. Hsu,

It is my pleasure to appoint you to serve as a member of the Westchester County Community Services Board, effective Tuesday, March 24, 2026. This appointment is for a term to expire on December 31, 2029.

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

When you have filed your Oath of Office, a Resolution to confirm your appointment will be submitted to the County Board of Legislators. As part of the confirmation process, you may be called before the Board for an interview. Please contact Aviva Meyer at (914) 995-2924 to confirm the date, place, and time of the upcoming meeting for your participation.

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

Warmest wishes for a successful tenure.

Very Truly Yours,

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

Kenneth W. Jenkins
Westchester County Executive

KWJ/ts

cc: **Honorable Board of Legislators**
Emily Saltzman, Director of Operations
Michael Orth, Commissioner, Dept. of Community Mental Health

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

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

CURRICULUM VITAE
TERESA HSU, PHD
thsu@connecttospeak.org

EDUCATION:

- 2004 B.A., Cum Laude, Piano Performance, Northwestern University, Evanston, IL.
- 2004 B.A., Cum Laude, Psychology, Northwestern University, Evanston, IL.
- 2011 Ph.D., Clinical Psychology, The George Washington University, Washington, D.C.

POST-GRADUATE TRAINING:

- 7/10-6/11 Psychology Intern, Child Track, King's County Hospital Center, Brooklyn, NY
- 6/12-4/13 Post-Doctoral Research Fellow, New York University, Department of Cariology and Comprehensive Care
- 11/2013 Cognitive-Behavioral Therapy for Post-traumatic Stress Disorder, Beck Institute: Cognitive Therapy Training Center
- 12/2013 Integrated Mental Health/Addictions Treatment Training, Center for Practice Innovations at Columbia Psychiatry, New York State Psychiatric Institute
- 4/15-8/15 Mindfulness Based Stress Reduction for Teens (MBSR-T) Course, New York
- 3/17 Introduction to Chair Yoga, Live Webinar, New York
- 10/17-1/18 Acceptance and Commitment Therapy Course, New York
- 8/19 – 1/20 Certificate Course in Cognitive Behavioral Therapy for Insomnia (CBT-I): Evidence-based Insomnia Interventions for Trauma, Anxiety, Depression, Chronic Pain, & more, New York

POST-GRADUATE PROFESSIONAL EMPLOYMENT AND HOSPITAL APPOINTMENTS:

- 6/13-5/14 Clinical Psychologist, Institute for Family Health, New York, NY
- 5/11-9/14 Psychoeducational Consultant, Diversified Health Services, LLC, New York, NY (formerly Integrative Psychological Services of New York)
- 8/14-8/23 Supervising Psychologist, Behavioral Health Integration Program (BHIP), Montefiore Medical Group, Bronx, NY
- 10/14-11/20 Instructor of Pediatrics, Albert Einstein College of Medicine/Montefiore Medical Center, Bronx, NY

- 2/16-11/20 Director of Clinical Operations, Behavioral Health Integration Program (BHIP), Montefiore Medical Group, Bronx, NY
- 1/17- Senior Psychologist, Institute for Cognitive Behavioral Therapy and Research, White Plains, NY
- 11/19-8/23 Interim Director, Finances and Grants Management, Behavioral Health Integration Program (BHIP), Montefiore Medical Group, Bronx, NY
- 10/22-8/23 Interim Director of Training, Pediatric Behavioral Health integration Program (BHIP), Montefiore Medical Group, Bronx, NY
- 11/20-8/23 Assistant Director of Pediatric Behavioral Health Integration Program (BHIP), Montefiore Medical Group, Bronx, NY
- 11/20- Assistant Professor, Pediatrics, Albert Einstein College of Medicine/Montefiore Medical Center, Bronx, NY
- 5/22- Montefiore Einstein Psychiatry Associates (MEPA), Staff Psychologist
- 11/23- Founder and Executive Director, S.P.E.A.K.: A Supportive Place for Empowering Asian Americans and Kin
- 1/24- Assistant Professor, Department of Psychiatry and Behavioral Sciences, Albert Einstein College of Medicine, Bronx, NY

CERTIFICATION:

2013 License, Psychologist, State of New York #020051

PROFESSIONAL SOCIETY MEMBERSHIPS:

- 2007, 2005 Society for Community Research and Action (SCRA)
- 2007-2008 The George Washington University Campus APAGS Representative
- 2007-2009 American Psychological Association (APA)
- 2007, 2010 Society for Prevention Research (SPR)
- 2008 Division 37 of APA: Society for Child and Family Policy and Practice
- 2009 Society for Research in Child Development (SRCD)
- 2009 American Psychological Association for Graduate Students (APAGS)
- 2010 Society for Research on Adolescence
- 2012-2016 American Psychological Association Student and Early Career Advisory Council on Publications (SECAP)
- 2018-2019 American Group Psychotherapy Association
- 2019- American Psychological Association
- 2021- Asian American Psychological Association

AWARDS AND HONORS:

- 2005-2010 Academic Excellence Award, The George Washington University
- 2006 Honorable Mention, APA Minority Fellowship Program, Mental Health and Substance Abuse Services Fellowship
- 2011 Dr. Dorothy Gartner Award, King's County Hospital Center
- 2024 Next Generation Leader, Committee of 100
- 2025 AAPI Heritage Month Honoree, Presented by the New York State Assembly and Senate Asian Pacific American Task Force

OTHER ACADEMIC AND PROFESSIONAL ACTIVITIES (SELECTED LIST):

- 2021 Reviewer, Developing and Researching Advanced Models of Integrated Primary Care (DREAM-IPC) Conference
- 2021 Program Committee Co-chair, Asian American Psychological Association National Convention Meeting
- 2021 Co-facilitator, Workshops via Virtue Mental, focused on mental wellness for the AAPI community (virtual)
- 2022 Panelist/co-panelist, Workshops via Empathie, focused on mental wellness for the AAPI community (virtual)
- 2022 Speaker, Community Workshops, focused on parent-child relationship for the Bronx community (virtual)
- 2022 Speaker, *SPEAK: A Model for Asian American Mental Health*, presented at the OCA-Westchester membership meeting (Scarsdale, NY)
- 2023 Panelist: *Surviving and Thriving*, presented at the Asian American Advisory Board Needs Assessment Event (White Plains, NY)
- 2023 Speaker, Community Workshops in collaboration with OCA-WHV, focused on Asian American teen mental health (Various locations, Westchester, NY)
- 2024 Speaker, *Mental Health in the AANHPI Community*, presented to Montefiore Einstein Associates, AAPI & AVID BRGs (virtual)
- 2024 Panelist, *Asian American Mental Health*, presented to the Federal Reserve Bank of New York
- 2024 Co-chair, Asian American Psychological Association National Convention in Atlanta, GA

- 2024 Speaker, *Social Isolation: the AAPI Suburban Experience*, presented at the New York State AAPI Legislative Summit (Albany, NY)
- 2020, 2023, 2025 Reviewer, *Clinical Practice in Pediatric Psychology*
- 2024-2025 Mental Health Advisory Board, OCA-WHV
- 2025 Reviewer, *Asian American Journal of Psychology*
- 2025 Panelist, *Pediatric Mental Health*, presented at the Stuyvesant High School Parent Association meeting (virtual)
- 2025 Speaker, *The pain of "Kung-Flu", the model minority, and Jackie Chan: Asian American mental health*, presented at the Early Care & Learning Council, Early Learning Café (virtual)
- 2025 Speaker, *No, Where Are You REALLY From?: Clinical Guidance on Improving Racial Mental Health Inequity for Asian Americans*, presented via Charlie Health (virtual)

RESEARCH:

- Germán, M., Cirilli, C., Merrill, E., **Hsu-Walklet, T.**, Rinke, M., Colman, S., Haliczzer, L., Briggs, R. (February, 2015). *Integrating Behavioral Health into Community-Based Pediatrics in the Bronx*. Poster session presented at the annual conference of the Association of Psychologists in Academic Health Centers, 2015.
- Hsu-Walklet, T.**; German, M.; Gurney, B.; Berman, R.S.; Parekh, J.; Mulroy, M.; Faro, E.; Herrick, J.; Oberhand, E.; Cuno, K.; Kairy, T.; Briggs, R.D. (April, 2018). "Nice To Meet You": A Quality Improvement Project to Increase Warm Hand-Offs. Poster session presented at the meeting of Society of Pediatric Psychology, Orlando, FL.
- Hsu-Walklet, T.** (August, 2018). *Parenting in the Bicultural Household: Zuo Yue Zi and Push Presents*. Lecture presented at the meeting of Chinese-American Academic and Professional Association in Southeastern United States.
- Pressimone, V., **Hsu-Walklet, T.**, Thaxter, L., & Andrews, C.C. (September, 2019). *Development and Evaluation of a Behavioral Health Training Program for Medical Trainees (Teaching Residents, Attendings & Interns in Urban Pediatrics, TRAIIN-UP)*. Poster session presented at the meeting of Developing and Research Advanced Models of Integrated Primary Care (DREAM IPC) Conference, Wilmington, DE.
- Germán, M. & **Hsu-Walklet, T.** (August, 2020). *Montefiore Medical Group: Redesigning Screening in the Midst of the Bronx COVID-19 Crisis*. Advancing Integrated Models National Webinar: Engaging Patients with Complex Needs Amid COVID-19: Lessons from provider Organizations by the Center for Health Care Strategies, Bronx, NY.

- Chen, A., Adamek, E., Koonce, S., **Hsu-Walklet, T.** (September, 2021). *Feasibility of Brief Anxiety Telehealth Group in an Integrated Primary Care Setting*. Poster session presented at the Developing and Researching Advanced Models of Integrated Primary Care (DREAM-IPC) Conference, Bronx, NY.
- Hsu-Walklet, T.**, Pressimone, V., Sheu, A., Levine, S., Umylny, P, Germán, M. (September, 2021). *Can You See Me Now? Use of Teletherapy Groups Interventions to Meet the Needs of an Urban Pediatric Primary Care Population during the COVID-19 Pandemic*. Oral Data Blitz Presentation at the Developing and Researching Advanced Models of Integrated Primary Care (DREAM-IPC) Conference, Bronx, NY.
- Sheu, A., **Hsu-Walklet, T.**, Germán, M. (September, 2021). *Can We Please Start Asking About Racism and Bias at the Doctor's Office?* Poster session presented at the Developing and Researching Advanced Models of Integrated Primary Care (DREAM-IPC) Conference, Bronx, NY. **winner of People's Choice Poster Award*
- Al Ghabra, D., **Hsu-Walklet, T.**, Umylny, P., Herrick, J. (September 2023). *More Referrals, No Problem: Cost-effective Management of Referrals Following Post-Pandemic Short Staffing*. Poster presented at the Developing and Researching Advanced Models of Integrated Primary Care (DREAM-IPC) Conference, Wilmington, DE.
- Bliss, B., Wallace, S., **Hsu-Walklet, T.**, Umylny, P. (September 2023). *Breaking Down Silos in Pediatric Primary Care: Bridging the Gap between OB/GYN and Pediatrics*. Skills workshop presented at the Developing and Researching Advanced Models of Integrated Primary Care (DREAM-IPC) Conference, Wilmington, DE.
- Khoo, O., Sheu, A., **Hsu-Walklet, T.**, Germán, M. (September 2023). *We Don't Talk About Racism & Bias (Enough)*. Poster presented at the Developing and Researching Advanced Models of Integrated Primary Care (DREAM-IPC) Conference, Wilmington, DE.
- Umylny, P., **Hsu-Walklet, T.**, Bliss, B.; Patel, A. (September 2023). *Distant Socializing: How the COVID19 Pandemic Taught Us to Support HealthySteps Families, Bridge OB and Pediatrics, and Navigate Autism Services through Virtual Group-Based Interventions*. Workshop Presentation presented at the Zero to Three Conference, Minneapolis, MN.
- Bliss, B., Wallace, S. A., Umylny, P., & **Hsu-Walklet, T.** (September 2023). *Breaking down silos in primary care: Bridging the gap between OB/GYN & pediatrics through HealthySteps*. Workshop Presentation presented at the Developing and Researching Advanced Models of Integrated Primary Care (DREAM-IPC) Conference, Wilmington, DE.
- George, G., Wallace, S., Bliss, B., Umylny, P., & **Hsu-Walklet, T.** (July 2024). *Implementation of the HealthySteps:BRIDGE pilot project*. Poster presented at the Postpartum Support International Conference, Washington, DC.

BIBLIOGRAPHY:

A. Original Contributions

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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, Teresa Hsu do solemnly swear (or affirm) that I will support
(Print or Type Name)

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

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

Date: 3/30/26
4/6/26 [Signature] (Signature)

Sworn to and subscribed before me this 6th day of April,
2026.

[Signature]
(Signature)

Luis Rodriguez
(Print or Type Name)

Notary Public
(Title of Official Administering Oath)

LUIS RODRIGUEZ
Notary Public - State of New York
No. 01RO0036017
Qualified in Bronx County
My Commission Expires Apr. 10, 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.

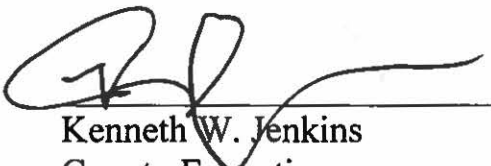


Kenneth W. Jenkins
County Executive

WHEREAS, a vacancy exists in the membership of the Westchester County Community Services Board:

NOW, THEREFORE, I, Kenneth W. Jenkins, County Executive of Westchester County, in accordance with the terms and provisions of the Westchester County Charter, appoint James H. Hughes IV, 35 Columbia Drive, New Fairfield, Connecticut as a member of the Westchester County Community Services Board, for the term March 24, 2026 to December 31, 2029.

Given under my hand
and seal this 24th day
of March, 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

March 24, 2026

Mr. James H. Hughes IV
35 Columbia Drive
New Fairfield, CT 10549

Dear James,

It is my pleasure to appoint you to serve as a member of the Westchester County Community Services Board, effective Tuesday, March 24, 2026. This appointment is for a term to expire on December 31, 2029.

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

When you have filed your Oath of Office, a Resolution to confirm your appointment will be submitted to the County Board of Legislators. As part of the confirmation process, you may be called before the Board for an interview. Please contact Aviva Meyer at (914) 995-2924 to confirm the date, place, and time of the upcoming meeting for your participation.

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

Warmest wishes for a successful tenure.

Very Truly Yours,

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

Kenneth W. Jenkins
Westchester County Executive

KWJ/ts

cc: **Honorable Board of Legislators**
Emily Saltzman, Director of Operations
Michael Orth, Commissioner, Dept. of Community Mental Health

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

Telephone: (914) 995 2900

Email: CEO@westchestercountyny.gov

Professional Summary

Currently a Program Director for a substance use disorder outpatient program. Over 11 years of social work experience, I have provided individual and group therapy, family support, and case management for clients that have mental health, behavioral, substance misuse, and emotional challenges. Graduate with a Master's Degree of social work, along with being a licensed clinical social worker in New York State. Currently holding a CASAC for credentialed substance use counselor in state of New York. Enthusiastic, strength based, and goal oriented with a passion for social work. Experienced in writing assessments, crisis plans, case notes, treatment plans, and developing interventions. Along with being trained in Community Reinforcement and Family Training (CRAFT) approach.

Key Strengths

- | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none">- Case Management- Client Relations- Time Management- Interpersonal Skills- Provider Relations | <ul style="list-style-type: none">- Crisis Intervention- Organizational Skills- Developing Assessments- Multitasking- Creativity |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Work Experience

Lexington Center for Recovery, Mount Kisco **2021-Current**
Program Director

- Provide weekly supervision for clinicians and peer support advocates.
- Ensure all policies and procedures are being carried out within the Clinic.
- Conduct chart audits to ensure accuracy and compliance with OASAS regulations
- Facilitate assessments and individual sessions.
- Community collaboration and a member of different coalitions throughout Westchester County.

Lexington Center for Recovery **2016-2021**
Substance Use Counselor

- Provide individual and group therapy for adult and adolescent population diagnosed with substance use disorders, and dual diagnosis with mental health.
- Conduct intake assessments which include completing multiple screenings, writing assessments, providing diagnoses, developing treatment recommendations, and consulting with clinical teams.
- Provide psychoeducation, and community outreach at local community panels and high schools.
- Coordinate services and attend meetings with community providers, courts, and legal services. Along with making referrals to help link clients to outside support.
- Assist in training new counseling staff members.

Family & Children's Agency, Norwalk, CT **2013- 2016**
Mental Health Counselor

- Provide in-home individual and family therapy for a culturally diverse population diagnosed with depression, anxiety, Autism Spectrum Disorder, Bipolar, and other affective disorders.
- Provide crisis intervention and emergency services with on call emergency service.
- Collaborate with treatment team of clinical social workers, psychiatrists, and supervisors during rounds to develop treatment plans.
- Develop and implement clinical interventions, individual assessments, treatment plans for children and adolescents with mental health, emotional and behavioral impairments.
- Coordinate services with community providers and advocate for clients within academic and provider meetings.

- Create safety plans and assess for safety of clients with homicidal and suicidal ideation.

Family Service Association, Egg Harbor Township, NJ

2012-2013

Youth Case Manager

- Managed mental health services for a case load of thirty clients under the age of eighteen with mental health and behavioral challenges and conducted monthly visits with clients and their families.
- Monitored treatment goals and services during in-home meetings with clients and families.
- Assisted with at risk children needing hospitalization or residential facilities placement.
- Coordinated care between community and service providers.

Education

Rutgers University, New Brunswick, NJ

Master of Social Work

GPA: 3.93

Master of Social Work August 2018

Salve Regina University, Newport, RI

Bachelor of Arts and Science in Secondary Education and American History May 2011

GPA: 3.39

Volunteer Work

Norwalk Community College, Norwalk, CT

2013- 2016

Volunteer

- Assisted with screenings for depression, PTSD, and anxiety for college students.
- Implemented assessment measures to monitor depression and/or suicidal ideation.
- Assessed students for safety and linked students within school therapeutic services.




Kenneth W. Jenkins
County Executive

WHEREAS, a vacancy exists in the membership of the Westchester County Parks, Recreation and Conservation Board:

NOW, THEREFORE, I, Kenneth W. Jenkins, County Executive of Westchester County, in accordance with the terms and provisions of the Westchester County Charter, appoint Robert Cummings, P.O. Box 266, South Salem, New York as a member of the Westchester County Parks, Recreation and Conservation Board, for the term March 27, 2026 to December 31, 2027.

Given under my hand
and seal this 27th day
of March, 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

March 27, 2026

Mr. Robert Cummings
PO Box 266
South Salem, NY 10590

Dear Robert,

It is my pleasure to appoint you to serve as a member of the Westchester County Parks, Recreation & Conservation Board, effective Friday, March 27, 2026. This appointment is to fill an unexpired term due to expire on December 31, 2027.

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

When you have filed your Oath of Office, a Resolution to confirm your appointment will be submitted to the County Board of Legislators. As part of the confirmation process, you may be called before the Board for an interview. Please contact Judith Allen at (914) 231-4540 to confirm the date, place, and time of the upcoming meeting for your participation.

Pursuant to Local Law, as a member of a Westchester County Board and/or Commission, you are responsible for adhering to the requirements of our Code of Ethics, which includes the annual 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, 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
Emily Saltzman, Director of Operations
Kathleen O'Connor, Commissioner, Parks & Recreation

Robert Cummings

rjcdtc@gmail.com • PO Box 266, South Salem, NY 10590
www.linkedin.com/in/robertcummings • 914-273-2750

Project Manager, Technical Director

I have broad experience in technical development, event development, competitive intelligence, pharmaceutical marketing, packaged goods marketing, technical sales, telecommunications, and corporate finance. I led the development and production of multiple in-person and virtual events and have deep experience with project management, event marketing, logistics, sponsor & donor recruitment, and writing. I am an excellent communicator and an upbeat team player with broad technical skills, financial literacy, and the ability to communicate with both subject matter experts and beginners. I can talk to anyone about technology and marketing -- and help them understand how it can be used to help their goals.

Core competencies and expertise includes all aspects of event management, project management, competitive intelligence, technical development and communications, financial modeling, strategic web site development, social media marketing.

PROFESSIONAL EXPERIENCE

Founder and Event Director, Cobweb Crew LLC, 2007 – present

- Create and execute marketing, promotion, and digital strategy for four annual trail race events in Westchester County, NY.
- Started three of the races from scratch and built them to be regional events.
- Races include Leatherman's Loop (existing event, joined in 2007), Run The Farm (co-founded 2010, spring and fall), and Raven Rocks Run (founded 2015). Websites: leathermansloop.org, runthefarm.org, and ravenrocksrn.org.
- Consulted on multiple area road and trail race events to help start and improve the race experience for both organizers and runners.
- Designed, built, and maintained runner-focused WordPress websites and social media including evangelizing, copywriting, editing, layout, artwork, and design. Coordinate the social media and email marketing programs across events.
- Point person for all registration, logistics, and event planning.
- Coordinate venues, organize permits, obtain insurance, photographers, and volunteers.

Director of Technology, ProGlobalEvents/XtendLive, Fremont, CA, 2020 – 2023

- Directed the development of multiple custom virtual events for major clients during the COVID-19 pandemic.
- Managed the development of large integrated custom platform for global virtual events for technology and financial companies unable to hold their in-person conferences to to the pandemic. Selected companies included EFI, Logitech, NJM,
- Led a team of US and Eastern European developers creating a new platform for virtual meetings in an innovative 3D client environment using standard browser technology.
- Platform used both custom developed Javascript (Node.js) and and customized Wordpress (PHP) for interface and user authentication and experience customization.
- Followed up the custom development by pivoting to create a SaaS subscription platform (XtendLive) that can be customized and configured by the customer to provide virtual meetings, gamification, visitor tracking, virtual conference and expo spaces, and ad-hoc networking and meeting spaces.

Competitive Intelligence Manager, John Cummings & Partners, LLC, Armonk, NY, 1996 – 2020

- Built and marketed the DBM/SCAN® proprietary competitive tracking service.
- Service reverse engineered direct marketing programs and provided this competitive intelligence to clients in the pharmaceutical and packaged goods industry.
- Designed and oversaw unique primary data capture and publishing process for the competitive tracking service.
- Managed transition from print and direct mail-based tracking to integrated print, direct mail, email, web, and social media tracking on behalf of pharmaceutical and packaged goods clients and agencies.
- Built client relationships from initial contact through ongoing service provision and frequent client presentations including key presentations at competitive brand strategy reviews with agencies and brand teams.

- Clients included manufacturers in the packaged goods and pharmaceutical fields including Procter & Gamble, Kraft Foods, Nestle, Unilever, Abbott Labs/AbbVie, Pfizer, Novartis, Johnson & Johnson, Sanofi-Aventis, GlaxoSmithKline, and others.
- Sold services and projects to advertising and direct marketing agencies including DraftFCB, Leo Burnett, Extrovertic, CommonHealth, Dentsu, Deutch, Epsilon, FCB Direct, RTC Group, Saatchi Wellness, Y&R, and others.
- Partnered with suppliers to support their efforts selling direct marketing services to manufacturers. Clients in this space included Experian, ICOM, Meredith Corporation, Time, United States Postal Service, and Canada Post.

Freelance Writer, Columnist, Photographer, Bedford Record Review, Katonah, NY, 2017 to 2024

- Wrote for the official newspaper of record for Bedford, Pound Ridge and Lewisboro, NY.
- Regular bi-weekly "Talk of the Town" column sharing stories and upcoming events.
- Frequent contributor of feature articles and photographs. Website therecorder.org.

Freelance Writer, Columnist, Photographer, Bedford Record Review, Katonah, NY, 2017 to 2024

- Wrote for the official newspaper of record for Bedford, Pound Ridge and Lewisboro, NY.
- Regular bi-weekly "Talk of the Town" column sharing stories and upcoming events.
- Frequent contributor of feature articles and photographs. Website record-review.com.

Staff Manager, AT&T, 1989 - 1996

Various roles including **Database Marketing Manager** in Global Communications Services, **Financial Manager** for Consumer Communication Services group, **Systems Engineer** for Computer Sales Group in New York Financial Sales division.

VOLUNTEER EXPERIENCE

Chief Volunteer Coordinator, John Jay Community Trail Building and Race, Cross River, NY, 2017 – present, jjtrail.org

Manage fundraising for bridges and boardwalks built for this multi-year volunteer effort. Manage volunteer work crews, registration, communications, PR, and marketing through email, jjtrail.org website, Instagram, and Facebook. Fundraising has included a running event that had over 30 sponsors and attracted over 400 total runners and walkers.

Member, Lewisboro Antenna and Connectivity Advisory Board, Town of Lewisboro, 2020-present

Board acts in an advisory role to the Lewisboro Town Board and contracts with broadband, cable, and cell providers. The board researches and advises on improving connectivity, expanding cell service, and increasing broadband speed and reliability.

Founding member, Lewisboro Lakes Committee, Town of Lewisboro, 2006-2012

Committee was formed to apply for and manage grants from NY State and NY City to improve local lakes and watersheds.

ADDITIONAL INFORMATION

Recognized by the Town of Lewisboro, Westchester County Board of Legislators, New York State Assembly and Senate as a long-time advocate for nature trails and the environment. In Westchester County, March 24, 2019 was proclaimed Robert J. Cummings Day.

EDUCATION

MBA, Double Major, Finance and Marketing, Stern School of Business at New York University, 1994

BS, Computer Science, Trinity College, 1989

Undergrad course in Computer Science, University of Melbourne, 1987

**COUNTY OF WESTCHESTER
OATH OF OFFICE**

For Appointees to County Boards and Commissions

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

I, Robert J. Cummings do solemnly swear (or affirm) that I will support
(Print or Type Name)

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

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

Date: 4/24/26 [Signature]
(Signature)

Sworn to and subscribed before me this 21st day of April,
2026.

[Signature]
(Signature)
John Shea
(Print or Type Name)
Notary Public
(Title of Official Administering Oath)

JOHN SHEA
Notary Public - State of New York
NO. 01546390036
Qualified in Putnam County
My Commission Expires Apr 28, 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 Marni Marron, as a member of the Westchester County Advisory Council on People with Disabilities, 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 Marni Marron, 1640 Overhill Street, Yorktown Heights, New York as a member of the Westchester County Advisory Council on People with Disabilities, for the term February 5, 2026 to December 31, 2027.

Given under my hand
and seal this 5th day
of February, 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

February 5, 2026

Ms. Marni Marron
1640 Overhill Street
Yorktown Heights, NY 10598

Dear Marni,

It is my pleasure to reappoint you to the Westchester County Advisory Council on People with Disabilities, effective Thursday, February 5, 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
Emily Saltzman, Director of Operations
Caren Horowitz, Director, Office for People with Disabilities

Westchester County Council for People with Disabilities

Attendance / Sign In

Date: 1/28/26

Chairperson: Dillon Browne

Location: 9th Floor/Bleakley A

Name	Organization	Email	Attended Y / N / V (Virtual)
Dillon Browne	Advocate/Chair	Browned@mhawestchester.org	Y
Kenny Burr	Advocate	kennyburr123@gmail.com	Y V
Michael Gilberg	Advocate	michaelgilbergesq@gmail.com	V
Marni Marron	Advocate	mvmarron@gmail.com	V
Geri Mariano	Advocate	geri@justcallmegeri.com	V
Liz Mark	Advocate	lizsma@optonline.net	N
Lucille Rossi	Advocate	lucillrossi@gmail.com	V
Michael Hellman	Advocate	adatty@aol.com	N
Francesca Hagadus	Advocate	francescah728@gmail.com	V
Terry DeGatano	Advocate	sunshyny53@aol.com	V
Melissa Carney	Advocate	MCarney@guidingeyes.org	V
Angie D'Agostino	Advocate	adagostino@law.pace.edu	V
Harriet Lowell	Advocate	Hlowell2@hotmail.com	N
Shari Rosen Ascher	Westchester County CE	sascher@westchestercountyny.gov	Y
Carin Horowitz	Westchester County OPWD	cfh3@westchestercountyny.gov	Y
Jeff Zitofsky	Westchester County OPWD	jmza@westchestercountyny.gov	Y
Anna Masopust	Westchester County OPWD	ammi@westchestercountyny.gov	N
Michael Orth	Westchester County DCMH	Mmo6@westchestercountyny.gov	N
Dr. Sherlita Amler	Westchester County DOH	SAmler@westchestercountyny.gov	N
Nancy Barr	WC Board of Legislator	Neb7@westchestercountyny.gov	N
Debbie Friedman	WC BOL	dnfa@westchestercountyny.gov	V
Millie Becker	Community Advocate	mhb@skyqueen.us	N
Updated 12.3.25			

Westchester County Council for People with Disabilities

Attendance / Sign In Date: 12/3/25

Chairperson: Dillon Browne

Location: 9th Flr

Name	Organization	Email	Attended Y / N / V (Virtual)
Dillon Browne	Advocate/Chair	Browned@mhawestchester.org	
Kenny Burr	Advocate	kennyburr123@gmail.com	
Michael Gilberg	Advocate	michaelgilberges@mail.com	
Marni Marron	Advocate	mvmarron@omail.com	
Geri Mariano	Advocate	geri@justcallmejeri.com	
Liz Mark	Advocate	lizma@optonline.net	
Lucille Rossi	Advocate	lucillerossi@gmail.com	
Michael Hellman	Advocate	adattv@aol.com	
Francesca Hagadus	Advocate	francescah728@omail.com	
Terry DeGatano	Advocate	sunshyny53@aol.com	
Melissa Carney	Advocate	MCarney@guidingeyes.org	
Angie D'Agostino	Advocate	adagostino@law.pace.edu	
Harriet Lowell	Advocate	Hlowe112@hotmail.com	
Shari Rosen Ascher	Westchester County CE	sascher@westchestercountyny.gov	
Carin Horowitz	Westchester County OPWD	cfh3@westchestercountyny.gov	
Jeff Zitofsky	Westchester County OPWD	imza@westchestercountynv.gov	
Anna Masopust	Westchester County OPWD	ammi@westchestercountyny.gov	
Michael Orth	Westchester County DCMH	Mm06@westchestercountyny.gov	
Dr. Sherlita Amler	Westchester County DOH	SAmler@westchestercountyny.gov	
Nancy Barr	WC Board of Legislators	Neb7@westchestercountyny.gov	
Debbie Friedman	WC BOL	dnfa@westchestercountyny.gov	
Millie Becker	Community Advocate	mhb@skyqueen.us	
Michelle Armistead			
Linda Martinez-Alvarez	Guest DCMH	lma@westchestercountyny.gov	

Updated 12.3.25			
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TRANSMITTAL MEMO

To: The Honorable Members of the Board of Legislators

From: Hon. Kenneth W. Jenkins, Westchester County Executive

Date: May 8, 2026

Re: An ACT to authorize the Commissioner of Finance to pay the Mortgage Tax Receipts, apportioned according to and as mandated by Section 261(3) of the New York State Tax Law, to the cities, towns and villages listed in the attached report.

Enclosed herewith your consideration is an Act, which would authorize and direct the Commissioner of Finance to pay the Mortgage Tax Receipts, apportioned according to and as mandated by Section 261(3) of the New York State Tax Law, to the cities, town and villages listed in the attached report. The Mortgage Taxes received by the County Clerk during the period October 1, 2025 through March 31, 2026 totaled \$17,283,480.07.

KWJ/MA/db
Attachments

HONORABLE BOARD OF LEGISLATORS THE
COUNTY OF WESTCHESTER

Your Committee is in receipt of a communication from the County Executive recommending the adoption of an Act authorizing and directing the Commissioner of Finance of the County of Westchester to pay Mortgage Tax receipts to cities, towns and villages. The Mortgage Taxes to be distributed to the cities, town and villages for the period from October 1, 2025 through March 31, 2026 totals \$17,283,480.07 and will be apportioned as prescribed in the attached report of the County Clerk and the Commissioner of Finance in accordance with the requirements of Section 261(3) of the New York State Tax Law.

The Department of Planning has advised your Committee that based on its review, the authorization of the proposed action does not meet the definition of an action under the New York State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617(2)(b). Please refer to the memorandum from the Department of Planning dated January 9, 2026, which is on file with the Clerk of the Board of Legislators. Your Committee concurs with this recommendation.

Approval of this Act requires an affirmative vote by a majority of all members of the Board of Legislators. After due consideration, your Committee recommends the adoption of the attached Act.

Dated: _____ 2026 White
Plains, New York

ACT NO. - 2026

An act to authorize the Commissioner
of the Westchester County Department
of Finance to pay Mortgage Tax Receipts
to Cities, Towns and Villages

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

Section 1. The County of Westchester is hereby authorized and directed to pay, pursuant to Section 261(3) of the New York State Tax Law, as amended, from money on hand applicable for distribution to the Cities, Towns and Villages, an amount totaling \$17,283,480.07 in accordance with the attached report of the County Clerk and Commissioner of Finance representing the statement of mortgage taxes received and expenses incurred by the County Clerk for the period of October 1, 2025 through March 31, 2026.

§2. The Commissioner of Finance, or her duly authorized designee is hereby authorized and directed to pay the amount set forth in Section 1 of this Act to the Cities, Towns and Villages, as set forth in the attached report.

§3. This Act shall take effect immediately.

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County of Westchester
Mortgage Tax Allocation - Dept of Finance
10-01-25 thru 3-31-26

Town/City	Village	2025 Taxable Assessed Value	2025 Detail taxable Village/town Outside Breakdown	6/15/2026 Tax to be Distributed	% of Distribution	6/15/2026 Distribution
Bedford		606,623,533		538,124.06	1.000000	\$ 538,124.06
Cortlandt		111,615,486	82,797,178	596,270.19	0.870904	\$ 519,293.87
	Buchanan		7,010,929		0.031407	\$ 18,726.83
	Croton		21,807,379		0.097690	\$ 58,249.49
Eastchester		101,159,565	54,524,849	624,104.17	0.769499	\$ 480,247.68
	Bronxville		33,305,959		0.164621	\$ 102,740.60
	Tuckahoe		13,328,757		0.065880	\$ 41,115.90
Greenburgh		27,748,045,470	13,871,025,390	1,477,241.95	0.749946	\$ 1,107,851.68
	Ardsley		1,545,444,986		0.027848	\$ 41,137.96
	Dobbs Ferry		2,849,342,139		0.051343	\$ 75,846.20
	Elmsford		1,395,461,078		0.025145	\$ 37,145.56
	Hastings		2,642,055,603		0.047608	\$ 70,328.47
	Irvington		2,478,766,336		0.044666	\$ 65,981.90
	Tarrytown		2,965,949,938		0.053444	\$ 78,950.17
Harrison		126,628,836		573,985.37	0.500000	\$ 286,992.69
	Harrison				0.500000	\$ 286,992.69
Lewisboro		295,890,276		290,724.76	1.000000	\$ 290,724.76
Mamaroneck		12,866,510,699	5,594,267,963	718,158.92	0.717396	\$ 515,204.67
	Larchmont		3,924,408,146		0.152505	\$ 109,522.65
	Mamaroneck		3,347,834,590		0.130099	\$ 93,431.60 (1)
Mt. Kisco		289,734,935		223,801.87	0.500000	\$ 111,900.94
	Mt. Kisco				0.500000	\$ 111,900.94
Mt. Pleasant		147,649,332	105,411,174	941,086.55	0.856965	\$ 806,477.87
	Briarcliff Manor		2,504,474		0.008481	\$ 7,981.50 (2)
	Pleasantville		20,854,409		0.070621	\$ 66,460.86
	Sleepy Hollow		18,879,275		0.063933	\$ 60,166.31
Mt. Vernon		147,067,968		677,689.55	1.000000	\$ 677,689.55
New Castle		1,092,589,267		479,121.02	1.000000	\$ 479,121.02
New Rochelle		266,755,641		1,071,260.19	1.000000	\$ 1,071,260.19
No. Castle		123,194,054		466,706.93	1.000000	\$ 466,706.93
No. Salem		1,833,849,761		99,399.66	1.000000	\$ 99,399.66
Ossining		7,041,263,986	1,357,640,144	641,194.75	0.596406	\$ 382,412.39
	Briarcliff Manor		2,535,828,223		0.180069	\$ 115,459.37 (2)
	Ossining		3,147,795,619		0.223525	\$ 143,322.99
Peekskill		64,850,462		341,782.68	1.000000	\$ 341,782.68
Pelham		4,651,670,004		314,891.57	0.500000	\$ 157,445.79
	Pelham		2,086,128,394		0.224234	\$ 70,609.51
	Pelham Manor		2,565,541,610		0.275766	\$ 86,836.28
Pound Ridge		384,303,253		248,426.04	1.000000	\$ 248,426.04
Rye City		146,003,121		519,850.42	1.000000	\$ 519,850.42
Rye Town		10,122,784,500		658,131.89	0.500000	\$ 329,065.95
	Mamaroneck		2,213,648,618		0.109340	\$ 71,960.08 (1)
	Port Chester		4,117,705,270		0.203388	\$ 133,856.11
	Rye Brook		3,791,430,612		0.187272	\$ 123,249.75
Scarsdale		9,350,493,032		630,040.52	0.500000	\$ 315,020.26
	Scarsdale				0.500000	\$ 315,020.26
Somers		492,965,145		412,887.50	1.000000	\$ 412,887.50
White Plains		276,742,386		1,409,281.14	1.000000	\$ 1,409,281.14
Yonkers		467,903,316		2,385,197.13	1.000000	\$ 2,385,197.13
Yorktown		130,627,804		944,121.24	1.000000	\$ 944,121.24
		<u>78,886,921,832.00</u>	<u>62,790,699,042.00</u>	<u>17,283,480.07</u>		<u>\$ 17,283,480.07</u>
		78,886,921,832.00		17,283,480.07		

(1) (2) combined payments

County of Westchester
Mortgage Tax
5 year comparison

Town/City Village	June	June	June	June	June	June	June	December	December	December	December	December
	6 Mth 2026 vs 2025	6 Mth 2026 vs 2025	6 Mth 2026	6 Mth 2025	6 Mth 2024	6 Mth 2023	6 Mth 2022	6 Mth Dec-25	6 Mth Dec-24	6 Mth Dec-23	6 Mth Dec-22	6 Mth Dec-21
Bedford	14%	65,254.30	538,124.06	472,869.76	295,275.38	428,127.79	\$ 820,443.51	\$ 652,142.68	\$ 370,000.69	\$ 405,937.45	\$ 903,164.63	\$ 946,264.34
Cortlandt	-30%	(222,878.67)	519,293.87	742,172.54	554,202.64	494,960.75	\$ 1,061,565.55	\$ 546,289.88	\$ 631,439.12	\$ 612,523.66	\$ 974,902.42	\$ 1,179,926.55
Buchanan	-29%	(7,790.91)	18,726.83	26,517.74	19,924.13	18,000.56	\$ 38,469.86	\$ 19,518.87	\$ 22,700.86	\$ 22,276.04	\$ 35,329.29	\$ 42,757.65
Croton	-29%	(24,168.16)	58,249.49	82,417.65	61,431.69	54,640.75	\$ 115,868.44	\$ 60,665.04	\$ 69,993.12	\$ 67,619.00	\$ 106,409.28	\$ 128,317.93
Eastchester	15%	61,512.26	480,247.68	418,735.42	322,367.35	414,032.24	\$ 932,253.27	\$ 731,633.16	\$ 607,080.19	\$ 512,652.31	\$ 919,402.38	\$ 1,054,178.05
Bronxville	14%	12,910.23	102,740.60	89,830.37	69,077.04	89,282.50	\$ 200,264.60	\$ 156,955.61	\$ 130,085.46	\$ 110,549.07	\$ 197,504.00	\$ 226,490.31
Tuckahoe	15%	5,404.81	41,115.90	35,711.09	27,340.29	35,212.74	\$ 79,266.19	\$ 62,396.00	\$ 51,487.06	\$ 43,600.21	\$ 78,173.52	\$ 90,222.73
Greenburgh	-27%	(400,347.89)	1,107,851.68	1,508,199.57	1,058,454.31	1,351,567.09	\$ 2,326,237.07	\$ 1,780,333.11	\$ 1,410,104.62	\$ 1,434,362.77	\$ 3,319,292.31	\$ 2,531,580.28
Ardsley	-24%	(13,223.74)	41,137.96	54,361.70	38,418.07	49,652.95	\$ 84,488.34	\$ 64,170.51	\$ 51,181.71	\$ 52,694.64	\$ 120,555.85	\$ 91,080.68
Dobbs Ferry	-25%	(25,525.95)	75,846.20	101,372.15	72,045.92	91,602.26	\$ 160,380.45	\$ 119,663.34	\$ 95,981.74	\$ 97,213.73	\$ 228,845.80	\$ 170,235.78
Elmsford	-28%	(14,211.25)	37,145.56	51,356.82	35,820.77	44,559.47	\$ 75,967.19	\$ 60,623.44	\$ 47,721.51	\$ 47,289.14	\$ 108,397.09	\$ 80,958.35
Hastings	-26%	(24,956.87)	70,328.47	95,285.34	66,806.47	83,505.88	\$ 143,356.28	\$ 112,478.25	\$ 89,001.58	\$ 88,621.37	\$ 204,554.13	\$ 155,797.49
Irvington	-26%	(22,853.65)	65,981.90	88,835.55	62,476.35	78,970.30	\$ 136,507.54	\$ 104,864.68	\$ 83,232.87	\$ 83,807.94	\$ 194,781.71	\$ 153,592.58
Tarrytown	-26%	(27,783.61)	78,950.17	106,733.78	74,118.97	94,432.82	\$ 162,907.92	\$ 125,992.40	\$ 98,743.51	\$ 100,217.69	\$ 232,452.23	\$ 173,966.83
Harrison	-13%	(44,232.98)	286,992.69	331,225.66	242,579.41	308,423.11	\$ 817,802.10	\$ 405,937.34	\$ 367,487.20	\$ 429,882.26	\$ 662,884.83	\$ 660,634.80
Harrison	-13%	(44,232.98)	286,992.69	331,225.66	242,579.41	308,423.11	\$ 817,802.10	\$ 405,937.34	\$ 367,487.20	\$ 429,882.26	\$ 662,884.83	\$ 660,634.80
Lewisboro	10%	25,924.31	290,724.76	264,800.45	192,440.08	261,033.32	\$ 535,854.80	\$ 391,290.69	\$ 377,943.89	\$ 249,097.83	\$ 423,577.17	\$ 679,365.66
Mamaroneck	18%	77,202.27	515,204.67	438,002.40	506,612.95	528,004.21	\$ 844,150.49	\$ 1,186,390.87	\$ 809,510.00	\$ 630,775.85	\$ 1,244,121.39	\$ 1,416,421.85
Larchmont	18%	16,648.28	109,522.65	92,874.37	106,242.32	109,254.28	\$ 171,840.08	\$ 251,563.23	\$ 169,763.17	\$ 130,519.72	\$ 253,260.43	\$ 286,775.14
Mamaroneck	18%	14,382.50	93,431.60	79,049.10	92,303.66	98,072.38	\$ 158,639.05	\$ 214,115.56	\$ 147,490.78	\$ 117,161.36	\$ 233,804.55	\$ 264,088.16
Mt. Kisco	50%	37,304.65	111,900.94	74,596.29	58,899.12	104,546.87	\$ 149,036.66	\$ 74,917.13	\$ 50,210.99	\$ 95,567.07	\$ 85,093.72	\$ 115,246.00
Mt. Kisco	50%	37,304.65	111,900.94	74,596.29	58,899.12	104,546.87	\$ 149,036.66	\$ 74,917.13	\$ 50,210.99	\$ 95,567.07	\$ 85,093.72	\$ 115,246.00
Mt. Pleasant	13%	95,799.68	806,477.87	710,678.20	419,059.93	665,119.34	\$ 1,933,925.89	\$ 756,961.45	\$ 940,734.39	\$ 864,234.28	\$ 1,067,723.54	\$ 1,294,467.33
Briarcliff	14%	950.40	7,981.50	7,031.10	4,151.79	6,541.10	\$ 20,042.55	\$ 7,489.00	\$ 9,320.21	\$ 8,499.30	\$ 11,065.52	\$ 13,343.59
Pleasantville	12%	7,327.33	66,460.86	59,133.53	34,658.65	54,479.49	\$ 156,689.62	\$ 62,984.63	\$ 77,804.12	\$ 70,788.87	\$ 86,508.59	\$ 105,176.33
Sleepy Hollow	16%	8,267.57	60,166.31	51,898.74	30,985.94	47,423.60	\$ 127,292.35	\$ 55,278.67	\$ 69,559.35	\$ 61,620.67	\$ 70,278.31	\$ 82,972.81
Mt. Vernon	-13%	(99,030.19)	677,689.55	776,719.74	792,791.18	665,439.66	\$ 1,538,484.38	\$ 790,976.58	\$ 598,044.39	\$ 685,364.70	\$ 980,189.24	\$ 1,008,261.23
New Castle	-5%	(23,866.42)	479,121.02	502,987.44	393,453.77	458,882.39	\$ 1,076,092.68	\$ 868,946.34	\$ 714,179.52	\$ 701,687.48	\$ 1,149,321.21	\$ 1,232,397.38
New Rochelle	12%	117,011.32	1,071,260.19	954,248.87	728,167.71	901,372.78	\$ 1,721,141.67	\$ 1,246,771.93	\$ 953,854.23	\$ 871,325.80	\$ 1,377,875.47	\$ 1,718,628.58
No. Castle	32%	112,636.68	466,706.93	354,070.25	330,385.81	521,687.11	\$ 689,525.93	\$ 544,431.01	\$ 564,399.63	\$ 441,134.41	\$ 792,652.27	\$ 1,009,961.25
No. Salem	-42%	(73,020.42)	99,399.66	172,420.08	65,225.13	65,220.90	\$ 195,642.07	\$ 123,157.99	\$ 74,556.51	\$ 80,995.51	\$ 158,837.27	\$ 209,113.01
Ossining	54%	134,091.45	382,412.39	248,320.94	228,299.61	280,650.94	\$ 594,101.22	\$ 310,556.04	\$ 259,365.93	\$ 270,859.47	\$ 598,442.03	\$ 520,575.30
Briarcliff	51%	39,184.52	115,459.37	76,274.85	69,329.66	85,418.78	\$ 185,902.32	\$ 95,391.13	\$ 78,763.82	\$ 82,438.65	\$ 187,260.62	\$ 167,170.22
Ossining	53%	49,844.85	143,322.99	93,478.14	85,899.66	105,174.98	\$ 215,452.10	\$ 116,905.97	\$ 97,588.62	\$ 101,505.59	\$ 217,026.30	\$ 186,575.19
Peekskill	58%	125,573.34	341,782.68	216,209.34	178,935.03	214,563.57	\$ 530,957.79	\$ 311,644.85	\$ 342,471.54	\$ 170,114.17	\$ 436,815.82	\$ 405,091.06
Pelham	7%	9,788.96	157,445.79	147,656.83	148,650.15	140,445.37	\$ 306,781.54	\$ 244,966.81	\$ 158,201.27	\$ 168,604.90	\$ 275,048.91	\$ 410,597.38
Pelham	6%	4,281.51	70,609.51	66,327.99	66,540.81	62,895.17	\$ 137,643.92	\$ 110,039.99	\$ 70,816.21	\$ 75,505.75	\$ 123,406.41	\$ 184,124.53
Pelham Manor	7%	5,507.44	86,836.28	81,328.84	82,109.34	77,550.20	\$ 169,137.62	\$ 134,926.82	\$ 87,385.06	\$ 93,099.14	\$ 151,642.50	\$ 226,472.84
Pound Ridge	63%	96,452.63	248,426.04	151,973.41	131,060.99	169,202.82	\$ 348,740.67	\$ 223,213.49	\$ 144,726.75	\$ 204,620.18	\$ 379,499.59	\$ 362,456.76
Rye City	5%	23,746.53	519,850.42	496,103.89	591,868.40	658,263.94	\$ 1,114,245.95	\$ 1,005,498.16	\$ 928,156.06	\$ 748,700.96	\$ 1,406,095.00	\$ 1,490,742.72
Rye Town	9%	26,906.49	329,065.95	302,159.45	243,308.35	595,192.23	\$ 533,913.61	\$ 499,643.47	\$ 324,290.09	\$ 325,427.60	\$ 611,997.47	\$ 673,462.95
Mamaroneck	-42%	(52,302.96)	71,960.08	124,263.04	100,106.11	128,472.99	\$ 114,754.03	\$ 205,478.32	\$ 133,425.01	\$ 70,243.96	\$ 131,536.59	\$ 145,184.50
Port Chester	105%	68,525.70	133,856.11	65,330.41	52,685.38	249,266.55	\$ 222,664.63	\$ 108,028.76	\$ 70,220.96	\$ 136,289.10	\$ 255,228.92	\$ 278,182.09
Rye Brook	9%	10,683.75	123,249.75	112,566.00	90,516.86	217,452.68	\$ 196,494.95	\$ 186,136.39	\$ 120,644.12	\$ 118,894.54	\$ 225,231.96	\$ 250,096.35
Scarsdale	12%	34,092.60	315,020.26	280,927.66	265,692.85	433,606.14	\$ 527,268.87	\$ 612,005.68	\$ 515,505.30	\$ 560,668.22	\$ 922,353.80	\$ 915,981.17
Scarsdale	12%	34,092.60	315,020.26	280,927.66	265,692.85	433,606.14	\$ 527,268.87	\$ 612,005.68	\$ 515,505.30	\$ 560,668.22	\$ 922,353.80	\$ 915,981.17
Somers	25%	83,697.04	412,887.50	329,190.46	374,685.57	342,564.55	\$ 630,835.72	\$ 594,606.05	\$ 356,240.01	\$ 345,241.12	\$ 576,607.00	\$ 748,462.88
White Plains	54%	494,166.41	1,409,281.14	915,114.73	658,637.76	784,532.81	\$ 1,855,572.73	\$ 1,072,133.38	\$ 622,124.19	\$ 1,029,383.67	\$ 1,314,449.49	\$ 1,245,079.85
Yonkers	28%	517,060.08	2,385,197.13	1,868,137.05	1,715,023.54	1,982,870.72	\$ 3,557,376.55	\$ 1,983,743.08	\$ 1,769,818.54	\$ 1,853,745.66	\$ 3,062,072.05	\$ 3,209,000.34
Yorktown	46%	298,201.60	944,121.24	645,919.64	429,779.69	513,063.54	\$ 1,032,980.70	\$ 651,102.97	\$ 566,856.80	\$ 589,324.78	\$ 848,375.50	\$ 1,266,108.43
	10%	\$ 1,631,312.11	17,283,480.07	15,652,167.96	12,836,017.94	16,011,812.75	\$ 30,243,069.05	\$ 21,137,820.90	\$ 17,263,416.16	\$ 17,148,805.11	\$ 29,614,380.43	\$ 31,499,449.20



NEW YORK STATE MORTGAGE TAX SEMI-ANNUAL REPORT
 COUNTY OF WESTCHESTER FOR THE PERIOD
 CASH STATEMENT FOR TAXES COLLECTED PURSUANT TO ARTICLE 11

PART I

10/01/2025

THROUGH

03/31/2026

Months	BASIC TAX DISTRIBUTED					TREASURER			ALL OTHER TAXES DISTRIBUTED				
	1 Basic tax collected	2 Interest received by recording officer	3 Recording officer's expense	4 Refunds or adjustments	5 Amount paid treasurer (Col 1 + Col 2 Col 3 - Col 4)	6 Interest received by treasurer	7 Treasurer's expense	8 Tax district share (Col 5 + Col 6 Col 7)	9 Local tax	10 Additional tax	11 Special assessment fund	12 Special additional tax	13 County Tax
Oct-25	\$3,378,511.65	\$5,171.42	\$29,150.35	\$0.00	\$3,354,532.72				\$426,986.87	\$2,444,839.02	\$1,344,780.58	\$259,499.58	\$1,677,266.36
Nov-25	\$2,228,037.84	\$3,745.72	\$30,400.59	\$0.00	\$2,201,382.97				\$332,114.51	\$1,308,968.22	\$912,676.45	\$125,235.65	\$1,100,672.72
Dec-25	\$3,136,704.00	\$4,379.62	\$30,003.44	\$0.00	\$3,111,080.18				\$402,727.90	\$2,019,219.05	\$1,274,787.93	\$203,801.72	\$1,555,540.09
Jan-26	\$2,541,569.00	\$3,609.68	\$29,868.87	(\$400.00)	\$2,514,909.81				\$396,521.42	\$1,577,649.45	\$993,259.43	\$216,922.86	\$1,257,454.91
Feb-26	\$3,322,928.29	\$4,052.13	\$29,564.87	\$0.00	\$3,297,415.55				\$488,266.85	\$2,344,315.36	\$857,826.27	\$646,681.72	\$1,579,960.08
Mar-26	\$2,829,672.00	\$4,815.20	\$30,328.36	\$0.00	\$2,804,158.84				\$348,241.25	\$1,751,712.77	\$1,090,493.31	\$241,756.83	\$1,372,722.46
Totals	\$17,437,422.78	\$25,773.77	\$179,316.48	(\$400.00)	\$17,283,480.07	\$0.00	\$0.00	\$0.00	\$2,394,858.80	\$11,446,703.87	\$6,473,823.97	\$1,693,898.36	\$8,543,616.62

↑



 Recording Officer



 Treasurer

PART II

DISTRIBUTION STATEMENT

CREDIT STATEMENT

(Columns 1 through 5)

(Column 6)

The Taxes collected shown in column 2 were produced by mortgages covering real property in the respective tax districts. Additions and deductions to and from adjustments and correct errors are recorded in columns 3 and 4 respectively. Additions for these additions and deductions are given by the orders of the Tax Department issued on the returns of this year.

The balance in the net amount due each tax district for the year is shown in column 6. The balance of 1987-1988 shall issue as to 1988 or 1989.

1	2	3	4	5	6
Tax districts	Taxes collected	*Additions	*Deductions	Amount of "Taxes Collected" as adjusted and corrected	Net Amount due each tax district
BEDFORD	542,904.64			542,904.64	538,124.06
CORTLANDT	601,567.33			601,567.33	596,270.19
EASTCHESTER	629,648.58			629,648.58	624,104.17
GREENBURGH	1,486,263.45	4,500.00	400.00	1,490,363.45	1,477,241.95
HARRISON	579,084.53			579,084.53	573,985.37
LEWISBORO	293,307.50			293,307.50	290,724.76
MAMARONECK	724,538.89			724,538.89	718,158.92
MT. KISCO	225,790.08			225,790.08	223,801.87
MT. PLEASANT	949,446.96			949,446.96	941,086.55
MT. VERNON	683,710.00			683,710.00	677,689.55
NEW CASTLE	483,377.43			483,377.43	479,121.02
NEW ROCHELLE	1,080,777.03			1,080,777.03	1,071,260.19
NORTH CASTLE	470,853.05			470,853.05	466,706.93
NORTH SALEM	100,282.70			100,282.70	99,399.66
OSSINING	646,890.99			646,890.99	641,194.75
PEEKSKILL	344,819.00			344,819.00	341,782.68
PELHAM	317,689.00			317,689.00	314,891.57
POUND RIDGE	250,633.00			250,633.00	248,426.04
RYE CITY	524,468.66			524,468.66	519,850.42
RYE TOWN	663,978.59			663,978.59	658,131.89
SCARSDALE	640,137.66		4,500.00	635,637.66	630,040.52
SOMERS	416,555.50			416,555.50	412,887.50
WHITE PLAINS	1,421,800.89			1,421,800.89	1,409,281.14
YONKERS	2,406,386.71			2,406,386.71	2,385,197.13
YORKTOWN	952,508.61			952,508.61	944,121.24
Total tax districts					
Totals	17,437,422.78	\$4,500.00	4,900.00	17,437,022.78	17,283,480.07

*see refund, adjustment and special adjustment orders of Commissioner of Taxation and Finance, case numbers

7

2025 FIXED-DOLLAR PARTIAL EXEMPTIONS ADDED BACK TO ADJUSTED COUNTY TAXABLE VALUE

MUNICIPALITY	REPORTED TAXABLE	VETERANS	CLERGY	VOLUNTEER	ADJUSTED
	ASSESSED VALUE			FIRE COMPANIES	TAXABLE VALUE
City of Mount Vernon	\$ 147,067,968	\$ 154,146	\$ 49,500	\$ -	\$ 147,271,614
City of New Rochelle	\$ 266,755,641	\$ 102,336	\$ 25,500	\$ -	\$ 266,883,477
City of Peekskill	\$ 64,850,462	\$ 28,510	\$ 7,500	\$ -	\$ 64,886,472
City of Rye	\$ 146,003,121	\$ 70,692	\$ 1,500	\$ -	\$ 146,075,313
City of White Plains	\$ 276,742,386	\$ 142,015	\$ 33,000	\$ -	\$ 276,917,401
City of Yonkers	\$ 467,903,316	\$ 614,571	\$ 24,000	\$ -	\$ 468,541,887
Town of Bedford	\$ 606,623,533	\$ -	\$ 1,500	\$ -	\$ 606,625,033
Town of Cortlandt	\$ 111,615,486	\$ 286,721	\$ 12,000	\$ -	\$ 111,914,207
Town of Eastchester	\$ 101,159,565	\$ 105,703	\$ 7,500	\$ -	\$ 101,272,768
Town of Greenburgh	\$ 27,748,045,470	\$ 21,425,646	\$ 28,500	\$ -	\$ 27,769,499,616
Town of Harrison	\$ 126,628,836	\$ 84,100	\$ 1,500	\$ -	\$ 126,714,436
Town of Lewisboro	\$ 295,890,276	\$ 21,600	\$ 1,500	\$ -	\$ 295,913,376
Town of Mamaroneck	\$ 12,866,510,699	\$ 10,916,828	\$ 1,500	\$ -	\$ 12,877,429,027
Town of Mount Kisco	\$ 289,734,935	\$ -	\$ 1,500	\$ -	\$ 289,736,435
Town of Mount Pleasant	\$ 147,649,332	\$ 206,847	\$ 3,000	\$ -	\$ 147,859,179
Town of New Castle	\$ 1,092,589,267	\$ -	\$ -	\$ -	\$ 1,092,589,267
Town of North Castle	\$ 123,194,054	\$ 34,450	\$ 1,500	\$ -	\$ 123,230,004
Town of North Salem	\$ 1,833,849,761	\$ 35,978	\$ 1,500	\$ -	\$ 1,833,887,239
Town of Ossining	\$ 7,041,263,986	\$ 1,838,443	\$ 7,500	\$ -	\$ 7,043,109,929
Town of Pelham	\$ 4,651,670,004	\$ 1,096,636	\$ 1,500	\$ -	\$ 4,652,768,140
Town of Pound Ridge	\$ 384,303,253	\$ -	\$ -	\$ -	\$ 384,303,253
Town of Rye	\$ 10,122,784,500	\$ 7,865,741	\$ 7,500	\$ -	\$ 10,130,657,741
Town of Scarsdale	\$ 9,350,493,032	\$ 6,312,792	\$ -	\$ -	\$ 9,356,805,824
Town of Somers	\$ 492,965,145	\$ 18,658	\$ 4,500	\$ -	\$ 492,988,303
Town of Yorktown	\$ 130,627,804	\$ 310,955	\$ 4,500	\$ -	\$ 130,943,259
TOTALS:	\$ 78,938,823,200			\$ -	\$ 78,938,823,200

NOTE:

Chapter 280 of the Laws of 1985 requires that counties wishing to use equalization rates calculated by the then Office of Real Property Services add certain "fixed-dollar" exemptions back to stated taxable value when apportioning the county tax levy. Individual municipalities will, however, continue to use the stated taxable value to set the tax rate.

**2025 VILLAGE/TOWN-OUTSIDE BREAKDOWN
OF COUNTY TAXABLE ASSESSED VALUE**

MUNICIPALITY		TAXABLE
TOWN	VILLAGE	ASSESSED VALUE (\$)
Cortlandt	Buchanan	7,010,929
	Croton	21,807,379
	Unincorporated Area	22,797,178
Eastchester	Bronxville	33,305,959
	Tuckahoe	13,328,757
	Unincorporated Area	54,524,849
Greenburgh	Ardsley	1,545,444,986
	Dobbs Ferry	2,849,342,139
	Elmston	1,395,461,078
	Hastings	2,642,055,603
	Irvington	2,478,766,336
	Tarrytown	2,965,949,938
	Unincorporated Area	13,971,025,390
Mamaroneck	Larchmont	3,924,408,146
	Mamaroneck	3,347,834,590
	Unincorporated Area	5,594,267,963
Mt. Pleasant	Briarcliff Manor	2,504,474
	Pleasantville	20,854,409
	Sleepy Hollow	18,879,275
	Unincorporated Area	105,411,174
Ossining	Briarcliff Manor	2,535,828,223
	Ossining	3,147,795,619
	Unincorporated Area	1,357,640,144
Pelham	Pelham	2,086,128,394
	Pelham Manor	2,565,541,610
Rye Town	Mamaroneck	2,213,648,618
	Port Chester	4,117,705,270
	Rye Brook	3,791,430,612

NOTE

(1) Harrison, Mt. Kisco and Scarsdale are coterminous town villages, therefore, there is no village/town outside breakdown for these municipalities.

(2) Unincorporated area represents areas outside villages. Pelham and Rye Town do not have unincorporated areas.

TRANSMITTAL MEMO

To: The Honorable Members of the Board of Legislators

From: Hon. Kenneth W. Jenkins, Westchester County Executive

Date: May 18, 2026

Re: An Act, which adopted, would authorize the County of Westchester, acting by and through its Department of Emergency Services, to enter into a Regional Partnership Agreement with Dutchess County and Putnam County in order to receive funding from the New York State Division of Homeland Security and Emergency Services under the FY2023 Hazardous Materials Grant Program.

Transmitted herewith for your review and approval is an Act which, if adopted, would authorize the County of Westchester (the “County”), acting by and through its Department of Emergency Services (“Department”), to enter into a Regional Partnership Agreement (“RPA”) with Dutchess County and Putnam County (collectively “Regional Partners”) in order to receive funding from the New York State Division of Homeland Security and Emergency Services (“DHSES”) under the FY2023 Hazardous Materials (“HazMat”) Grant Program. As your Honorable Board is aware, Section 119-o of the New York State General Municipal Law requires your Honorable Board’s approval whenever the County enters into intermunicipal agreements (“IMAs”) with other municipalities which involve shared services or performing services one for the other.

DHSES is awarding One Hundred Twenty-Two Thousand, Five Hundred (\$122,500.00) Dollars to the County and its Regional Partners. A Resolution authorizing the County to enter into this grant agreement has been submitted to the Board of Acquisition and Contract. The HazMat grant funds will be used for HazMat training and exercise, and to purchase equipment and supplies for the County’s HazMat team. In addition, the RPA will promote the development of regional partnerships among the State HazMat community and enhance the standing of the State’s HazMat teams within the Federal Emergency Management Agency typing system.

Funding for this initiative is provided by the federal Department of Homeland Security’s State Homeland Security Program. The term of the RPA will commence upon execution and remain in effect for a period of five (5) years.

Pursuant to the HazMat Grant Program, DHSES will provide funding to the 18 designated Regional HazMat Teams that provide coverage across the State outside of New York City via a non-competitive process. The State has designated the counties of Westchester, Putnam and Dutchess as a Regional Team for the Lower Hudson Valley Region. The County will receive the funds and administer the grant.

It should be noted that this grant opportunity builds on progress made by New York State through the FY2008-FY2022 iterations of the HazMat Grant Program.

For FY2023, the State will provide funds to all 18 regional HazMat Teams that provide coverage across the State outside of New York City via a non-competitive process. The FY2023 HazMat Grant will serve as a resource for regional HazMat Teams to maintain the existing equipment on their WMD Trailer and/or to build new capabilities.

Approval of this legislation will enable the County to strengthen its CBRNE detection, response and decontamination capabilities. Accordingly, I urge passage of the annexed legislation.

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

Your Committee is in receipt of a communication from the County Executive recommending the approval of an Act which would authorize the County of Westchester (the “County”), acting by and through its Department of Emergency Services (“Department”), to enter into a Regional Partnership Agreement (“RPA”) with Dutchess County and Putnam County (collectively “Regional Partners”) in order to receive funding from the New York State Division of Homeland Security and Emergency Services (“DHSES”) under the FY2023 Hazardous Materials (“HazMat”) Grant Program. As this Honorable Board is aware, Section 119-o of the New York State General Municipal Law requires this Honorable Board’s approval whenever the County enters into intermunicipal agreements (“IMAs”) with other municipalities which involve shared services or performing services one for the other.

Your Committee is advised that DHSES is awarding One Hundred Twenty-Two Thousand, Five Hundred (\$122,500.00) Dollars to the County and its Regional Partners will be used for HazMat training, and to purchase equipment and supplies for the HazMat team. This program will build sustainable Chemical, Biological, Radiological, Nuclear, and Explosives (“CBRNE”) detection, response and decontamination capabilities in the region. In addition, the RPA will promote the development of regional partnerships among the State HazMat community and enhance the standing of the State’s HazMat teams within the Federal Emergency Management Agency typing system.

Your Committee is advised that funding for this initiative is provided by the federal Department of Homeland Security’s State Homeland Security Program. The RPA will commence upon execution and remain in effect for a period of five (5) years.

The Department has informed your Committee that pursuant to the HazMat Grant Program, DHSES will provide funding to the 18 designated Regional HazMat Teams that provide coverage across the State outside of New York City via a non-competitive process. The State has designated the counties of Westchester, Putnam and Dutchess as a Regional Team for the Lower Hudson Valley Region. The County will receive the funds and administer the grant.

Your Committee is advised that this grant opportunity builds on progress made by New York State through the FY2008-FY2022 iterations of the HazMat Grant Program.

For FY2023, the State will provide funds to all 18 regional HazMat Teams that provide coverage across the State outside of New York City via a non-competitive process. The FY2023 HazMat Grant will serve as a resource for regional HazMat Teams to maintain the existing equipment on their WMD Trailer and/or to build new capabilities.

The Department of Planning has advised your Committee that based on its review, the authorization of the proposed RPA may be classified as a “Type II” action pursuant 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 been advised that a majority of the voting strength of the Board of Legislators is required to adopt the annexed Act. After review and careful consideration, your Committee recommends favorable action upon the proposed legislation.

Dated: _____, 2026
White Plains, New York

COMMITTEE ON

TO: Maria Baratta, Assistant County Attorney
Department of Law

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



DATE: May 6, 2026

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR
REGIONAL PARTNERSHIP AGREEMENT FOR
HAZARDOUS MATERIALS GRANT FY2023**

PROJECT/ACTION: Entrance of the County, acting by and through its Department of Emergency Services, into a regional partnership agreement with the counties of Dutchess and Putnam in order to receive grant funding from the New York State Division of Homeland Security and Emergency Services under the FY2023 Hazardous Materials (HazMat) Grant Program. This funding will be used for HazMat training and exercises and to purchase equipment and supplies for the HazMat teams in order to maintain and/or build chemical, biological, radiological, nuclear and explosives detection, response and decontamination capabilities in the lower Hudson Valley region.

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

- **617.5(c)(26):** routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment;
 - **617.5(c)(31):** purchase or sale of furnishings, equipment or supplies, including surplus government property, other than the following: land, radioactive material, pesticides, herbicides, or other hazardous materials.
-

Comments: The County has been partnering with the counties of Putnam and Dutchess for a number of years in order to participate in this grant program.

DSK/cnm

cc: Emily Saltzman, Director of Operations
Paula Friedman, Assistant to the County Executive
Tami Altschiller, Assistant Chief Deputy County Attorney
Susan Spear, Department of Emergency Services
Claudia Maxwell, Principal Environmental Planner

AN ACT authorizing the County of Westchester to enter into a Regional Partnership Agreement with Dutchess County and Putnam County in order to receive funding from the New York State Division of Homeland Security and Emergency Services under the FY2023 Hazardous Materials Grant Program.

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

Section 1. The County of Westchester (“County”), acting by and through its Department of Emergency Services, is hereby authorized to enter into a Regional Partnership Agreement (“RPA”) with Dutchess County and Putnam County (collectively “Regional Partners”) in order to receive funding from the New York State Division of Homeland Security and Emergency Services (“DHSES”) under the FY2023 Hazardous Materials Grant Program. DHSES is awarding One Hundred Twenty-Two Thousand, Five Hundred (\$122,500.00) Dollars to the County and its Regional Partners will be used for HazMat training, and to purchase equipment and supplies for the County’s Hazardous Materials team.

§2. The RPA will commence upon execution and remain in effect for a period of five (5) years.

§3. 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 effectuate the purposes hereof.

§4. This Act shall take effect immediately.

**Regional Partnership Agreement
Between
Westchester County, Putnam County and Dutchess County
For the 2023 HazMat Grant Program**

Parties

The parties to the Regional Partnership Agreement (RPA) are the Counties of Westchester, Putnam and Dutchess.

Purpose

This RPA is intended to build regional WMD Hazardous Material Response and Decontamination Capabilities by:

- Setting forth the responsibilities of the HazMat Grant Program recipients: and
- Ensuring that HazMat Grant Program recipients work together to implement the projects, goals and objectives identified in their jointly-submitted HazMat Grant Program application under the NYS Division of Homeland Security and Emergency Services (DHSES) 2023 HazMat Grant Program Request for Application (RFA).

Definitions

The term **Submitting Partner** refers to the direct recipient of the FY2023 HazMat Grant Program award, who shall serve as fiduciary agent for the award. (See below for the specific responsibilities of the Submitting Partner.)

The term **Participating Partner** refers to the other entity or entities that joined with the submitting partner in applying for funding through the FY2023 HazMat Grant Program.

General Responsibilities of the Submitting Partner (SP)

The SP is to act as the principal point of contact with DHSES for application, management, and administration of the FY2023 HazMat Grant Program.

The SP is responsible for submitting all required fiscal reporting documents to DHSES and for maintaining all appropriate records pertaining to this grant program. Specific details related to fiscal reporting and records maintenance are outlined in DHSES's contract with the SP for the FY2023 HazMat Grant Program.

The SP is required to use the funds received through the FY2023 HazMat Grant Program in coordination with the Participating Partners, and in a manner that is consistent with their application.

General Responsibilities of the Participating Partner(s) (PP)

The PP(s) are responsible for coordinating with the SP to implement all projects funded under the FY2023 HazMat Grant Program.

Project-Specific Responsibilities

The responsibilities of the SP and each PP for each of the projects funded under the FY2023 HazMat Grant Program are outlined below:

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Project

1. Equipment specifications and purchase
2. Equipment inventory survey.
3. Training and Exercise Support

Responsibilities of Submitting Partner

1. Draft specifications and purchase HazMat equipment (1) for Westchester County Department of Emergency Services HazMat Response Team, (2) Putnam County Emergency Services HazMat Team and (3) Dutchess County Emergency Response HazMat Division. Know all terms of equipment warranty and maintenance contract.
2. Westchester County Department of Emergency Services to take delivery of equipment, perform repair/maintenance as required under the warranty and maintenance contract and distribute to regional partners having obtained an equipment receipt from partners and established an equipment inventory process to be used by regional partners
3. Continue to train with regional partners; establish a training & exercise schedule; document meetings, training and exercises/drills.
4. The County of Westchester will maintain all right, title and interest to the HazMat equipment.

Responsibilities of each Participating Partner

1. Putnam County Emergency Services HazMat Team and Dutchess County Emergency Response HazMat Division to have input in equipment selection.
2. Putnam County Emergency Services HazMat Team and Dutchess County Emergency Response HazMat Division to take delivery of HazMat equipment and sign a receipt form to document that equipment was received and in good working order. Any malfunction or damage to the equipment will be reported to the Westchester County Department of Emergency Services HazMat Team leader immediately.
3. Putnam County Emergency Services HazMat Team and Dutchess County Emergency Response HazMat Division will assist in the design of training courses and exercises.
4. While Westchester County will properly maintain the field detection units, the individual counties will sustain the Chemical Protective Clothing (CPC) that will be distributed among the three teams.

Insurance and Indemnification

Each Participating Partner agrees to procure and maintain insurance naming the County of Westchester as additional insured, as provided and described in Schedule "A", entitled "Standard Insurance Provisions", which is attached hereto and made a part hereof. In addition to, and not in limitation of the insurance provisions contained in Schedule "A", each Participating Partner agrees:

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

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

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

Points of Contact

Submitting Partner: Westchester County Department of Emergency Services _____

Primary Contact: Doug Stiller (914)-231-1689 dksc@westchestercountyny.gov

Secondary Contact: Christopher Johnson (914) 231-1674 caja@westchestercountyny.gov

Participating Partner: Putnam County Bureau of Emergency Services

Primary Contact: James G. Oster (845) 808-4000 James.Oster@putnamcountyny.gov

Secondary Contact: Vincent Fanelli (845) 808-4000 Vincent.Fanelli@putnamcountyny.gov

Participating Partner: Dutchess County

Primary Contact: David J. Alfonso (845) 486-2080 DAlfonso@dutchessny.gov

Secondary Contact: William Beale (845) 486-2080 Wbeale@dutchessny.gov

Effective Date

The RPA shall commence upon execution and shall remain in effect for five (5) years.

Applicable Law

Each party shall comply, at its own expense, with the provisions of all applicable federal, state and local laws, ordinances, directives, rules or regulations, including without limitation, the New York State Labor Law and Worker's Compensation Law and all amendments and additions thereto.

Modification

This RPA may be modified upon the signed consent of all the parties to the agreement.

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

THE COUNTY OF WESTCHESTER

By: _____

PUTNAM COUNTY

By: _____

DUTCHESS COUNTY

By: _____

Approved by the Westchester County Board of Legislators on _____, 2026
by Act No. - _____

Approved:

Assistant County Attorney
The County of Westchester

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ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 2026 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) as _____, and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: _____

Notary Public

ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 2026 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) as _____, and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: _____

Notary Public

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ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 2026 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) as _____, and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: _____

Notary Public

SCHEDULE "A "

STANDARD INSURANCE PROVISIONS
(MUNICIPALITY)

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

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

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

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

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

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

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insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

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

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

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

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

- b) Commercial General Liability Insurance with a combined single limit of \$1,000,000 (c.s.1) per occurrence and a \$2,000,000 aggregate limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:
 - i. Premises - Operations.
 - ii. Broad Form Contractual.
 - iii. Independent Contractor and Sub-Contractor.
 - iv. Products and Completed Operations.
- c) Commercial Umbrella/Excess Insurance: \$2,000,000 each Occurrence and Aggregate naming the "County of Westchester" as additional insured, written on a "follow the form" basis.

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

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

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

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

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

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

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

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



TRANSMITTAL MEMO

To: The Honorable Members of the Board of Legislators

From: Hon. Kenneth W. Jenkins, Westchester County Executive

Date: May 18, 2026

Re: An Act authorizing the County of Westchester to enter into a Regional Partnership Agreement with Dutchess County and Putnam County in order to receive funding from the New York State Division of Homeland Security and Emergency Services under the FY2024 Hazardous Materials Grant Program.

Transmitted herewith for your review and approval is an Act which, if adopted, would authorize the County of Westchester (the “County”), acting by and through its Department of Emergency Services (“Department”), to enter into a Regional Partnership Agreement (“RPA”) with Dutchess County and Putnam County (collectively “Regional Partners”) in order to receive funding from the New York State Division of Homeland Security and Emergency Services (“DHSES”) under the FY2024 Hazardous Materials (“HazMat”) Grant Program. As your Honorable Board is aware, Section 119-o of the New York State General Municipal Law requires your Honorable Board’s approval whenever the County enters into intermunicipal agreements (“IMAs”) with other municipalities which involve shared services or performing services one for the other.

DHSES is awarding Forty-Four Thousand, Nine Hundred Eighty-One (\$44,981.00) Dollars to the County and its Regional Partners. A Resolution authorizing the County to enter into this grant agreement has been submitted to the Board of Acquisition and Contract. The HazMat grant funds will be used for HazMat training and exercises, and to purchase equipment and supplies for the County’s HazMat team. In addition, the RPA will promote the development of regional partnerships among the State HazMat community and enhance the standing of the State’s HazMat teams within the Federal Emergency Management Agency typing system.

Funding for this initiative is provided by the federal Department of Homeland Security’s State Homeland Security Program. The term of the RPA will commence upon execution and remain in effect for a period of five (5) years.

Pursuant to the HazMat Grant Program, DHSES will provide funding to the 18 designated Regional HazMat Teams that provide coverage across the State outside of New York City via a non-competitive process. The State has designated the counties of Westchester, Putnam and Dutchess as a Regional Team for the Lower Hudson Valley Region. The County will receive the funds and administer the grant.

It should be noted that this grant opportunity builds on progress made by New York State through the FY2008-FY2023 iterations of the HazMat Grant Program.

For FY2024, the State will provide funds to all 18 regional HazMat Teams that provide coverage across the State outside of New York City via a non-competitive process. The FY2024 HazMat Grant will serve as a resource for regional HazMat Teams to maintain the existing equipment on their WMD Trailer and/or to build new capabilities.

Approval of this legislation will enable the County to strengthen its CBRNE detection, response and decontamination capabilities. Accordingly, I urge passage of the annexed legislation.

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

Your Committee is in receipt of a communication from the County Executive recommending the approval of an Act which would authorize the County of Westchester (the “County”), acting by and through its Department of Emergency Services (“Department”), to enter into a Regional Partnership Agreement (“RPA”) with Dutchess County and Putnam County (collectively “Regional Partners”) in order to receive funding from the New York State Division of Homeland Security and Emergency Services (“DHSES”) under the FY2024 Hazardous Materials (“HazMat”) Grant Program. As this Honorable Board is aware, Section 119-o of the New York State General Municipal Law requires this Honorable Board’s approval whenever the County enters into intermunicipal agreements (“IMAs”) with other municipalities which involve shared services or performing services one for the other.

Your Committee is advised that DHSES is awarding Forty-Four Thousand, Nine Hundred Eighty-One (\$44,981.00) Dollars to the County and its Regional Partners will be used for HazMat training and exercises, and to purchase equipment and supplies for the HazMat team. This program will build sustainable Chemical, Biological, Radiological, Nuclear, and Explosives (“CBRNE”) detection, response and decontamination capabilities in the region. In addition, the RPA will promote the development of regional partnerships among the State HazMat community and enhance the standing of the State’s HazMat teams within the Federal Emergency Management Agency typing system.

Your Committee is advised that funding for this initiative is provided by the federal Department of Homeland Security’s State Homeland Security Program. The RPA will commence upon execution and remain in effect for a period of five (5) years.

The Department has informed your Committee that pursuant to the HazMat Grant Program, DHSES will provide funding to the 18 designated Regional HazMat Teams that provide coverage across the State outside of New York City via a non-competitive process. The State has designated the counties of Westchester, Putnam and Dutchess as a Regional Team for the Lower Hudson Valley Region. The County will receive the funds and administer the grant.

Your Committee is advised that this grant opportunity builds on progress made by New York State through the FY2008-FY2023 iterations of the HazMat Grant Program.

For FY2024, the State will provide funds to all 18 regional HazMat Teams that provide coverage across the State outside of New York City via a non-competitive process. The FY2024 HazMat Grant will serve as a resource for regional HazMat Teams to maintain the existing equipment on their WMD Trailer and/or to build new capabilities.

The Department of Planning has advised your Committee that based on its review, the authorization of the proposed RPA may be classified as a “Type II” action pursuant 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 been advised that a majority of the voting strength of the Board of Legislators is required to adopt the annexed Act. After review and careful consideration, your Committee recommends favorable action upon the proposed legislation.

Dated: _____, 2026
White Plains, New York

COMMITTEE ON

TO: Maria Baratta, Assistant County Attorney
Department of Law

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

DATE: May 6, 2026

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR
REGIONAL PARTNERSHIP AGREEMENT FOR
HAZARDOUS MATERIALS GRANT FY2024**

PROJECT/ACTION: Entrance of the County, acting by and through its Department of Emergency Services, into a regional partnership agreement with the counties of Dutchess and Putnam in order to receive grant funding from the New York State Division of Homeland Security and Emergency Services under the FY2024 Hazardous Materials (HazMat) Grant Program. This funding will be used for HazMat training and exercises and to purchase equipment and supplies for the HazMat teams in order to maintain and/or build chemical, biological, radiological, nuclear and explosives detection, response and decontamination capabilities in the lower Hudson Valley region.

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

- **617.5(c)(26):** routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment;
 - **617.5(c)(31):** purchase or sale of furnishings, equipment or supplies, including surplus government property, other than the following: land, radioactive material, pesticides, herbicides, or other hazardous materials.
-

Comments: The County has been partnering with the counties of Putnam and Dutchess for a number of years in order to participate in this grant program.

DSK/cnm

cc: Emily Saltzman, Director of Operations
Paula Friedman, Assistant to the County Executive
Tami Altschiller, Assistant Chief Deputy County Attorney
Susan Spear, Department of Emergency Services
Claudia Maxwell, Principal Environmental Planner

AN ACT authorizing the County of Westchester to enter into a Regional Partnership Agreement with Dutchess County and Putnam County in order to receive funding from the New York State Division of Homeland Security and Emergency Services under the FY2024 Hazardous Materials Grant Program.

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

Section 1. The County of Westchester (“County”), acting by and through its Department of Emergency Services, is hereby authorized to enter into a Regional Partnership Agreement (“RPA”) with Dutchess County and Putnam County (collectively “Regional Partners”) in order to receive funding from the New York State Division of Homeland Security and Emergency Services (“DHSES”) under the FY2024 Hazardous Materials Grant Program. DHSES is awarding Forty-Four Thousand, Nine Hundred Eighty-One (\$44,981.00) Dollars to the County and its Regional Partners will be used for HazMat training, and to purchase equipment and supplies for the County’s Hazardous Materials team.

§2. The RPA will commence upon execution and remain in effect for a period of five (5) years.

§3. 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 effectuate the purposes hereof.

§4. This Act shall take effect immediately.

**Regional Partnership Agreement
Between
Westchester County, Putnam County and Dutchess County
For the 2024 HazMat Grant Program**

Parties

The parties to the Regional Partnership Agreement (RPA) are the Counties of Westchester, Putnam and Dutchess.

Purpose

This RPA is intended to build regional WMD Hazardous Material Response and Decontamination Capabilities by:

- Setting forth the responsibilities of the HazMat Grant Program recipients: and
- Ensuring that HazMat Grant Program recipients work together to implement the projects, goals and objectives identified in their jointly-submitted HazMat Grant Program application under the NYS Division of Homeland Security and Emergency Services (DHSES) 2024 HazMat Grant Program Request for Application (RFA).

Definitions

The term **Submitting Partner** refers to the direct recipient of the FY2024 HazMat Grant Program award, who shall serve as fiduciary agent for the award. (See below for the specific responsibilities of the Submitting Partner.)

The term **Participating Partner** refers to the other entity or entities that joined with the submitting partner in applying for funding through the FY2024 HazMat Grant Program.

General Responsibilities of the Submitting Partner (SP)

The SP is to act as the principal point of contact with DHSES for application, management, and administration of the FY2024 HazMat Grant Program.

The SP is responsible for submitting all required fiscal reporting documents to DHSES and for maintaining all appropriate records pertaining to this grant program. Specific details related to fiscal reporting and records maintenance are outlined in DHSES's contract with the SP for the FY2024 HazMat Grant Program.

The SP is required to use the funds received through the FY2024 HazMat Grant Program in coordination with the Participating Partners, and in a manner that is consistent with their application.

General Responsibilities of the Participating Partner(s) (PP)

The PP(s) are responsible for coordinating with the SP to implement all projects funded under the FY2024 HazMat Grant Program.

Project-Specific Responsibilities

The responsibilities of the SP and each PP for each of the projects funded under the FY2024 HazMat Grant Program are outlined below:

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Project

1. Equipment specifications and purchase
2. Equipment inventory survey.
3. Training and Exercise Support

Responsibilities of Submitting Partner

1. Draft specifications and purchase HazMat equipment (1) for Westchester County Department of Emergency Services HazMat Response Team, (2) Putnam County Emergency Services HazMat Team and (3) Dutchess County Emergency Response HazMat Division. Know all terms of equipment warranty and maintenance contract.
2. Westchester County Department of Emergency Services to take delivery of equipment, perform repair/maintenance as required under the warranty and maintenance contract and distribute to regional partners having obtained an equipment receipt from partners and established an equipment inventory process to be used by regional partners
3. Continue to train with regional partners; establish a training & exercise schedule; document meetings, training and exercises/drills.
4. The County of Westchester will maintain all right, title and interest to the HazMat equipment.

Responsibilities of each Participating Partner

1. Putnam County Emergency Services HazMat Team and Dutchess County Emergency Response HazMat Division to have input in equipment selection.
2. Putnam County Emergency Services HazMat Team and Dutchess County Emergency Response HazMat Division to take delivery of HazMat equipment and sign a receipt form to document that equipment was received and in good working order. Any malfunction or damage to the equipment will be reported to the Westchester County Department of Emergency Services HazMat Team leader immediately.
3. Putnam County Emergency Services HazMat Team and Dutchess County Emergency Response HazMat Division will assist in the design of training courses and exercises.
4. While Westchester County will properly maintain the field detection units, the individual counties will sustain the Chemical Protective Clothing (CPC) that will be distributed among the three teams.

Insurance and Indemnification

Each Participating Partner agrees to procure and maintain insurance naming the County of Westchester as additional insured, as provided and described in Schedule "A", entitled "Standard Insurance Provisions", which is attached hereto and made a part hereof. In addition to, and not in limitation of the insurance provisions contained in Schedule "A", each Participating Partner agrees:

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

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

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

Points of Contact

Submitting Partner: Westchester County Department of Emergency Services _____

Primary Contact: Doug Stiller (914)-231-1689 dksc@westchestercountyny.gov

Secondary Contact: Christopher Johnson (914) 231-1674 caja@westchestercountyny.gov

Participating Partner: Putnam County Bureau of Emergency Services

Primary Contact: James G. Oster (845) 808-4000 James.Oster@putnamcountyny.gov

Secondary Contact: Vincent Fanelli (845) 808-4000 Vincent.Fanelli@putnamcountyny.gov

Participating Partner: Dutchess County

Primary Contact: David J. Alfonso (845) 486-2080 DAlfonso@dutchessny.gov

Secondary Contact: William Beale (845) 486-2080 Wbeale@dutchessny.gov

Effective Date

The RPA shall commence upon execution and shall remain in effect for five (5) years.

Applicable Law

Each party shall comply, at its own expense, with the provisions of all applicable federal, state and local laws, ordinances, directives, rules or regulations, including without limitation, the New York State Labor Law and Worker's Compensation Law and all amendments and additions thereto.

Modification

This RPA may be modified upon the signed consent of all the parties to the agreement.

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

THE COUNTY OF WESTCHESTER

By: _____

PUTNAM COUNTY

By: _____

DUTCHESS COUNTY

By: _____

Approved by the Westchester County Board of Legislators on _____, 2026
by Act No. - _____

Approved:

Assistant County Attorney
The County of Westchester

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ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 2026 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) as _____, and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: _____

Notary Public

ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 2026 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) as _____, and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: _____

Notary Public

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ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 2026 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) as _____, and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: _____

Notary Public

SCHEDULE "A "

STANDARD INSURANCE PROVISIONS
(MUNICIPALITY)

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

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

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

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

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

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

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insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

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

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

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

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

- b) Commercial General Liability Insurance with a combined single limit of \$1,000,000 (c.s.1) per occurrence and a \$2,000,000 aggregate limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:
 - i. Premises - Operations.
 - ii. Broad Form Contractual.
 - iii. Independent Contractor and Sub-Contractor.
 - iv. Products and Completed Operations.
- c) Commercial Umbrella/Excess Insurance: \$2,000,000 each Occurrence and Aggregate naming the "County of Westchester" as additional insured, written on a "follow the form" basis.

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

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

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

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

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

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

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

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

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

Your Committee is in receipt of a transmittal from the County Executive recommending approval by the County of Westchester (“County”) of a bond act (“Bond Act”) in the amount of \$5,000,000 to finance capital project RCC17 – County Center Facility Improvements (“RCC17”). The Bond Act, which was prepared by the law firm Hawkins, Delafield and Wood, will finance the cost of design, construction and construction management of interior building improvements at the County Center Building, consisting of improvements to the dressing/locker rooms, restroom facilities, interior sports and arena lighting fixtures and related work.

The Department of Parks, Recreation and Conservation (“Department”) has advised that the antiquated dressing/locker rooms need modernization and required lighting upgrades to attract and retain collegiate and professional sports teams including for the Westchester Knicks, as well as to attract professional entertainers, and the public restroom facilities require renovations.

Following bonding authorization, design will be scheduled and is anticipated to take twelve months to complete. It is anticipated that the design work will be completed by in-house staff and consultants. It is estimated that construction and installation of lighting will take four months to complete and will begin after award and execution of the contracts.

The Department of Planning has advised your Committee that based on its review, RCC17 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 SEQR documentation and concurs with this recommendation.

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

Dated: _____, 20____
White Plains, New York

COMMITTEE ON

ACT NO. -20_____

BOND ACT AUTHORIZING THE ISSUANCE OF \$5,000,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE DESIGN AND CONSTRUCTION OF INTERIOR BUILDING IMPROVEMENTS AT THE COUNTY CENTER BUILDING, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$5,000,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$5,000,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS (Adopted _____, 20____)

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

Section 1. Pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the "Law"), the Westchester County Administrative Code, being Chapter 852 of the Laws of 1948, as amended, and to the provisions of other laws applicable thereto, \$5,000,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the design, construction and construction management of interior building improvements at the County Center Building, consisting of improvements to the dressing/locker rooms, restroom facilities, interior sports and arena lighting fixtures and related work in connection therewith; all as set forth in the County's Current Year Capital Budget, as amended. To the extent that the details set forth in this act are inconsistent with any details set forth in the Current Year Capital Budget of the County, such

Budget shall be deemed and is hereby amended. The estimated maximum cost of said specific object or purpose, including preliminary costs and costs incidental thereto and the financing thereof is \$5,000,000. The plan of financing includes the issuance of \$5,000,000 bonds herein authorized, and any bond anticipation notes issued in anticipation of the sale of such bonds, and the levy of a tax to pay the principal of and interest on said bonds and notes.

Section 2. The period of probable usefulness of said specific object or purpose, within the limitations of Section 11.00 a. 12(a)(2) of the Law, is fifteen (15) years;

Section 3. Current funds are not required to be provided as a down payment pursuant to Section 107.00 d. 9. of the Law prior to issuance of the bonds authorized herein, or any bond anticipation notes issued in anticipation of the sale of such bonds. The County intends to finance, on an interim basis, the costs or a portion of the costs of said improvements for which bonds are herein authorized, which costs are reasonably expected to be reimbursed with the proceeds of debt to be incurred by the County, pursuant to this Act, in the maximum amount of \$5,000,000. This Act is a declaration of official intent adopted pursuant to the requirements of Treasury Regulation Section 1.150-2.

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

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

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

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

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

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

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

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

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

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

* * *

LEGAL NOTICE

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

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

ACT NO. _____-20____
BOND ACT AUTHORIZING THE ISSUANCE OF \$5,000,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE DESIGN AND CONSTRUCTION OF INTERIOR BUILDING IMPROVEMENTS AT THE COUNTY CENTER BUILDING, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$5,000,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$5,000,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS (Adopted _____, 20____)

Object or purpose: to finance the design, construction and construction management of interior building improvements at the County Center Building, consisting of improvements to the dressing/locker rooms, restroom facilities, interior sports and arena lighting fixtures and related work in connection therewith; all as set forth in the County’s Current Year Capital Budget, as amended.

Amount of obligations to be issued and period of probable usefulness: \$5,000,000; fifteen (15) years

Dated: _____, 20____
White Plains, New York

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



Kenneth W. Jenkins
County Executive

TRANSMITTAL MEMO

TO: The Honorable Members of the Board of Legislators

FROM: Kenneth W. Jenkins, Westchester County Executive

DATE: May 13, 2026

RE: Legislation for the Complete Streets Municipal Assistance Program, which includes a Capital Budget Amendment, a Design Bond Act, a Construction Bond Act and two Acts authorizing the County of Westchester to enter into inter-municipal agreements with the participating municipalities under the program, for design work and construction work, respectively.

Transmitted herewith for your review is legislation, which, if adopted by your Honorable Board, will authorize the County of Westchester (the "County") to implement a Complete Streets Municipal Assistance Program (the "Program"), which will assist certain municipalities within Westchester County ("Municipalities") with the design, construction and installation improvements to their municipally-owned roads in order to make the roads more accessible to vulnerable users, such as pedestrians, bicyclists and wheelchair users, as follows:

(i) 2026 Capital Budget Amendment. An Act (the "Capital Budget Amendment") to amend the County's 2026 Capital Budget to add an appropriation for Capital Project BPL39, Complete Streets Fund, in the amount of One Million (\$1,000,000) Dollars, to increase the overall total appropriation for the Program to Sixteen Million (\$16,000,000) Dollars.

(ii) Bond Act. A proposed Bond Act (the "Design Bond Act") in the total aggregate amount of Four Million (\$4,000,000) Dollars to finance a component of Capital Project BPL39. The proposed Design Bond Act will finance the cost for the County to undertake the design of projects proposed by the eleven (11) Municipalities listed in the Design IMA Table below, as well as related County administrative costs and related costs and design costs during construction, if necessary. Please note that these Municipalities applied for both design and construction funding, but only design funding is being approved at this time (See, Program Overview below).

(iii) Bond Act. A proposed Bond Act (the "Construction Bond Act") in the amount of One Million, Three Hundred Nine-Five Thousand (\$1,395,000) Dollars to finance up to 50% of the cost of construction and construction management of the project entitled "Mount Kisco Streetscape Sidewalk Improvements Phase 3B" proposed by the Town of Mount Kisco and fund administrative costs related to the project. Please note that the Town of Mount Kisco has completed its own

design and, therefore, did not apply for design funding under the Design Bond Act (See, Program Overview below).

(iv) An Act. A proposed Act (the “Design IMA Act”) which will authorize the County, acting by and through the Department of Planning (“Department” or “Planning”) to enter into intermunicipal agreements (individually “Design IMA,” and collectively, “Design IMAs”) with the eleven (11) Municipalities listed in the Design IMA Table below for the County to undertake the design of their respective projects under the Program, as further described below.

(v) An Act. A proposed Act (the “Construction IMA Act”) which will authorize the County, acting by and through the Department, to enter into an intermunicipal agreement (the “Construction IMA”) with the Town of Mount Kisco who applied for construction funding only for its project entitled “Mount Kisco Streetscape Sidewalk Improvements Phase 3B,” as further described below.

DESIGN IMA

The Design IMA Act will authorize the County to enter into Design IMAs with the following eleven (11) Municipalities to undertake the design of their proposed projects located on municipally owned roads and real properties and for the not to exceed amounts listed below:

DESIGN IMA TABLE

Municipality	Project	Municipally-Owned Roads/Real Properties on which Projects to be Design will be located	Not to Exceed Amount for Design
Yonkers, City of	Bronx River Road Complete Streets Improvements	Bronx River Road (City Road) between East 240th St/Neirid Ave and Sherwood Avenue/Oak Street	\$358,987
Peekskill, City of	Central Avenue Connectivity Project	South Water Street (City Street) between Hudson Ave and Central Ave Central Ave (City Road) between South/North Water Street and South/North Division Street	\$300,000
Dobbs Ferry, Village of	Dobbs Ferry Downtown Complete Streets	Main Street (Village Street) from Chestnut Street to Walnut Street Cedar Street (Village Street) from Broadway to Main Street	\$310,000
Somers, Town of	Town of Somers Sidewalk Rehabilitation and Extension	New York State Route-202 (NYSDOT) between Crane Rd and Scott Drive New York State Route-100 (NYSDOT) between RT-202 (NYSDOT) and Somers Crossing Drive	\$200,270

White Plains, City of	Safety Enhancement Project	Mamaroneck Ave (City Street) between Main Street and Maple Ave	\$198,607
Irvington, Village of	Irvington Train Station Connectivity Project	S. Buckhout Street (Village Street) between W. Clinton Ave and S. Astor Street S. Astor Street (Village Street) between S Buckhout Street and Main St	\$62,242
Hastings on Hudson, Village of	Ravensdale Complete Streets Improvements	Ravensdale Road (Village Road) between Farragut Ave and Clinton Ave New York State Route 9A (a/k/a Saw Mill River Road) (NYSDOT) between Ravensdale Road/Jackson Avenue and Heath Place	\$176,475
Mount Pleasant, Town of	Elwood Avenue Streetscape Project - Phase 2	Elwood Avenue (Town Road) between Ruth Place and E Cross St Broadway (Town Road) between Elwood Ave and W Cross Street Ruth Place (Town Road) West of Elwood Ave	\$292,975
Buchanan, Village of	Buchanan Safe Access to School & Improved Infrastructure Project	Westchester Ave (Village Road) between Pheasant Run and 4th St Tax Parcel ID Section 43.15, Block 1, Lot 16 on Tax Maps of Town of Cortlandt (Hendrick Hudson Central School District- short length)	\$54,963
Larchmont, Village of	Larchmont Neighborhood Intersection Pedestrian Upgrades	Parkway St (Village Street) between Soundview Dr and palmer Ave Lyons Pl (Village Road) between Locust Ave and Monroe Ave Locust Ave (Village Road) between Lyons Pl and Monroe Ave	\$28,000
Croton on Hudson, Village of	Croton-on-Hudson Sidewalk Installation Along Municipal Place and South Riverside Avenue	New York State Route 9A (a/k/a S Riverside Ave) (NYSDOT) between Municipal Place and Maple Street Municipal Place (Village Road) between Maple Street and S Riverside Ave	\$64,317

Pursuant to the Design IMA, the County will agree to undertake the following: (i) the engineering analysis, design, and preparation of the specifications and construction documents for the each project, and (ii) any additional design that may be needed during construction if necessary, subject to the parties entering to an amendment to the Design IMA or a new agreement for construction as described below (collectively, the “Design”).

The Design of the above projects could include the design of a number of infrastructure elements that enhance safety, accessibility, and mobility for all road users, including pedestrians, bicyclists, public transit riders, and motorists. The project elements vary by location and may include, but are not limited to, the following: new or improved sidewalks, crosswalk enhancements, bike lanes, signal upgrades, accessible curb ramps, and traffic-calming measures such as curb extensions and speed humps. The projects may also include streetscape and infrastructure enhancements such as street trees, landscaping, lighting, benches and drainage and flood mitigation measures.

The County will undertake the Design of each project for the not exceed amount listed in each IMA as set forth in the Design IMA Table above, subject to the Planning Commissioner, in her sole discretion, having the right to amend the scope of work, budget and not to exceed amount for each project, *provided, however*, the aggregate amount payable under all of the Design IMAs and all administrative and other related costs as well as design costs during construction, if necessary, shall not exceed Four Million (\$4,000,000) Dollars. Each Municipality shall be responsible for all design costs in relation to its project that exceed the not-to-exceed amount for its project under each Design IMA.

The term of the Design IMA shall commence upon execution of the IMA by both parties and shall be equal to the life of any bonds issued at any time by the County to fund the Design of the project.

Pursuant to the Design IMA, each Municipality will grant a non-exclusive easement to the County in the municipally owned roads and real properties on which the project will be constructed and installed in order to facilitate the issuance of County bonds to finance the capital project's design costs, and such easement shall encumber the property for so long as the bonds of the County are outstanding.

Please note that the eleven (11) Municipalities listed in the Design IMA Table above applied for both Design funding and Construction funding, subject to receiving all necessary legal approvals. Upon completion of the design phase, the parties will either enter into an amendment to the Design IMA or a new agreement for the construction of the project under the Program, subject to receiving all necessary legal approvals, including, but not limited to, bonding authorization to fund construction and construction management costs related to the projects.

In the event the parties enter into such an amendment or new agreement for the construction of the project, the parties shall also enter into an amendment to the easement or a new easement for a term equal to or greater than the life of any such bonds issued by the County to fund a portion of the construction and construction management of each project, as further described below.

CONSTRUCTION IMA

The Construction IMA Act will authorize the County to enter into Construction Only IMA with Town of Mount Kisco in order for the County to reimburse up to 50% of the construction and construction management costs incurred by the Town of Mount Kisco to undertake the construction of the project entitled "Mount Kisco Streetscape Sidewalk Improvements Phase 3B" located on its municipally owned roads and real properties and fund administrative costs related

to the project, for the not to exceed amount of \$1,395,000. The Mount Kisco Streetscape Sidewalk Improvements Phase 3B project provides pedestrian safety and streetscape improvements along the South Moger Avenue corridor. The project includes reconstructing sidewalks along South Moger Avenue, as well as upgrading crossings to meet accessibility standards and improving lighting along the corridor. The project also provides various streetscape improvements, such as brick pavers, ornamental lighting, benches, and landscaping, and adds a planted median along the corridor to provide traffic calming and serve as a pedestrian crossing island.

In the Construction IMA, the County will agree to reimburse the Town of Mount Kisco for up to 50% of the construction and construction administration costs properly incurred in connection with the construction of the project, as set forth in the approved budget proposed by the Town of Mount Kisco, pursuant to the terms of the Construction IMA, after submission of invoices and supporting documentation requested by the County and approval of same by the Planning Commissioner. In addition, the County shall have the right to audit the documentation submitted in support of the costs and projects.

Pursuant to the Construction IMA, the County's obligation to finance a portion of the construction and construction management costs of the project shall not exceed the not-to-exceed amount set forth in the Construction IMA. The Town of Mount Kisco shall be responsible for all construction and construction management costs in relation to the project that exceed the not-to-exceed amount set forth in the Construction IMA.

The Town of Mount Kisco shall be responsible for the operation, maintenance, scheduling, security and repair of the projects and real properties at its expense.

The term of the Construction IMA shall commence upon execution by both parties and shall be equal to the life of any bonds issued at any time by the County to fund the construction of the project.

Also, in the Construction IMA, the Town of Mount Kisco will grant a non-exclusive easement to the County in the municipally-owned roads and real properties in order to facilitate the issuance of County bonds to finance the construction and construction management of the project, and such easement shall encumber the municipal property for so long as the bonds of the County are outstanding.

THE COMPLETE STREETS MUNICIPAL ASSISTANCE PROGRAM OVERVIEW

In 2013, following the enactment of New York State's Complete Streets Act in 2011, which mandated Complete Streets design principles in all state, county and local transportation projects funded with federal and state funding, the County, acting by and through its Board of Legislators ("Board of Legislators"), pursuant to Act No. 2013-170, enacted a Complete Streets Policy requiring the County, when constructing and renovating any County roadway, to consider the feasibility of including features that promote its use by and enhance the safety of pedestrians, bicyclists, users of public transportation, school bus riders, motorists, movers of commercial goods, persons with disabilities, senior citizens, and emergency service providers.

The County has continuously supported Complete Streets principles by hosting workshops such as the Walkable Community and Safe Routes to School workshops. Despite these and other efforts, Complete Streets infrastructure across Westchester County remains inconsistent and in many cases, non-existent.

Therefore, in furtherance of the County's Complete Streets Policy and in accordance with the New York Highway Law, the County, acting by and through the Department, established the Program in order to assist municipalities within Westchester County implement their own Complete Streets municipal projects on municipally owned roads and or municipally owned real property.

The purpose of the Program is to enable safe use and support mobility for all users of streets and roads, including people of all ages and abilities, regardless of whether they are travelling as drivers, pedestrians, bicyclists, or using public transportation, with a focus on vulnerable users, such as pedestrians, bicyclists and wheelchair users.

The Department solicited applications from Westchester municipalities to participate in the Program. Municipalities could apply for funding for up to 50% of the total municipal project cost and submit one application for both Design and Construction/Construction Management funding ("Design and Construction") or Construction only funding ("Construction Only"). For the projects requiring Design and Construction, the Program will be divided into two (2) phases, to wit, "Phase I" for Design-Engineering costs ("Design" or "Phase I") and "Phase II" for Construction-Construction Management costs ("Construction" or "Phase II").

Presently, the Department is recommending twelve (12) projects comprised of eleven (11) Design and Construction projects and one (1) Construction Only project, as described above.

With respect to the eleven (11) Design and Construction projects, the County, in Phase I, will undertake the design work for the projects using outside planning and engineering consulting firm(s) selected by the County.

The County, in the future, with respect to Phase II, subject to the parties entering into an amendment to the Design IMA or a new agreement for construction and subject to the parties receiving all necessary legal approvals, will fund construction and construction management costs of each project, up to an amount which will be the difference between the amount that is 50% of the total municipal project cost, as set forth in the approved budget submitted by each Municipality, less the amount incurred by the County for design costs, for a total County contribution for Phase I and Phase II combined equal to 50% of the total municipal project costs.

With respect to the Construction Only project from the Town of Mount Kisco, the Town of Mount Kisco already completed the design and engineering work for its project, including construction documents. Therefore, the County will pay up to 50% of the total construction and construction management costs set forth in the approved budget provided by Town of Mount Kisco, subject to the terms set forth in the Construction IMA.

Through the proposed legislation, the County will expand Complete Street initiatives to municipally owned roads, thus contributing to greater travel options, better mobility, accessibility

and greater safety for all users of roads within Westchester County, with a focus on vulnerable users.

The Department has advised that 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(s) be accompanied by a report(s) of the Westchester County Planning Board (the "Planning Board") to the Board of Legislators with respect to the physical planning aspects of the project(s). A copy of each of the reports is attached hereto.

In addition, in accordance with Section 191.41 of the Laws of Westchester, the Planning Commissioner will provide a report, which will follow separately for your Honorable Board's consideration.

Based on the importance of this Program to the County, favorable action on the proposed Acts is most respectfully requested.

KWJ/m/cmc
Attachment

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

Your Committee is in receipt of a communication from the County Executive recommending the enactment of the following legislation for the County of Westchester (the “County”) to implement a Complete Streets Municipal Assistance Program (the “Program”), which will assist certain municipalities within Westchester County (“Municipalities”) with the design, construction and installation improvements to their municipally-owned roads in order to make the roads more accessible to vulnerable users, such as pedestrians, bicyclists and wheelchair users, as follows:

(i) 2026 Capital Budget Amendment. An Act (the “Capital Budget Amendment”) to amend the County’s 2026 Capital Budget to add an appropriation for Capital Project BPL39, Complete Streets Fund, in the amount of One Million (\$1,000,000) Dollars, to increase the overall total appropriation for the Program to Sixteen Million (\$16,000,000) Dollars.

(ii) Bond Act. A proposed Bond Act (the “Design Bond Act”), prepared by the law firm of Hawkins Delafield & Wood, LLP, in the total aggregate amount of Four Million (\$4,000,000) Dollars to finance a component of Capital Project BPL39. The proposed Design Bond Act will finance the cost for the County to undertake the design of projects proposed by the eleven (11) Municipalities listed in the Design IMA Table below, as well as related County administrative costs and related costs and design costs during construction, if necessary. Please note that these Municipalities applied for both design and construction funding, but only design funding is being approved at this time (See, Program Overview below).

(iii) Bond Act. A proposed Bond Act (the “Construction Bond Act”), prepared by the law firm of Hawkins Delafield & Wood, LLP, in the amount of One Million, Three Hundred Nine-Five Thousand (\$1,395,000) Dollars to finance up to 50% of the cost of construction and construction management of the project entitled “Mount Kisco Streetscape Sidewalk

Improvements Phase 3B” proposed by the Town of Mount Kisco and fund administrative costs related to the project. Please note that the Town of Mount Kisco has completed its own design and, therefore, did not apply for design funding under the Design Bond Act (See, Program Overview below).

(iv) An Act. A proposed Act (the “Design IMA Act”) which will authorize the County, acting by and through the Department of Planning (“Department” or “Planning”) to enter into intermunicipal agreements (individually “Design IMA,” and collectively, “Design IMAs”) with the eleven (11) Municipalities listed in the Design IMA Table below for the County to undertake the design of their respective projects under the Program, as further described below.

(v) An Act. proposed Act (the “Construction IMA Act”) which will authorize the County, acting by and through the Department, to enter into an intermunicipal agreement (the “Construction IMA”) with the Town of Mount Kisco who applied for construction funding only for its project entitled “Mount Kisco Streetscape Sidewalk Improvements Phase 3B,” as further described below.

DESIGN IMA

Your Committee is advised that the Design IMA Act will authorize the County to enter into Design IMAs with the following eleven (11) Municipalities to undertake the design of their proposed projects located on municipally owned roads and real properties and for the not to exceed amounts listed below:

DESIGN IMA TABLE

Municipality	Project	Municipally-Owned Roads/Real Properties on which Projects to be Design will be located	Not to Exceed Amount for Design
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Peekskill, City of	Central Avenue Connectivity Project	South Water Street (City Street) between Hudson Ave and Central Ave Central Ave (City Road) between South/North Water Street and South/North Division Street	\$300,000
Dobbs Ferry, Village of	Dobbs Ferry Downtown Complete Streets	Main Street (Village Street) from Chestnut Street to Walnut Street Cedar Street (Village Street) from Broadway to Main Street	\$310,000
Somers, Town of	Town of Somers Sidewalk Rehabilitation and Extension	New York State Route-202 (NYSDOT) between Crane Rd and Scott Drive New York State Route-100 (NYSDOT) between RT-202 (NYSDOT) and Somers Crossing Drive	\$200,270
White Plains, City of	Safety Enhancement Project	Mamaroneck Ave (City Street) between Main Street and Maple Ave	\$198,607
Irvington, Village of	Irvington Train Station Connectivity Project	S. Buckhout Street (Village Street) between W. Clinton Ave and S. Astor Street S. Astor Street (Village Street) between S Buckhout Street and Main St	\$62,242
Hastings on Hudson, Village of	Ravensdale Complete Streets Improvements	Ravensdale Road (Village Road) between Farragut Ave and Clinton Ave New York State Route 9A (a/k/a Saw Mill River Road) (NYSDOT) between Ravensdale Road/Jackson Avenue and Heath Place	\$176,475
Mount Pleasant, Town of	Elwood Avenue Streetscape Project - Phase 2	Elwood Avenue (Town Road) between Ruth Place and E Cross St Broadway (Town Road) between Elwood Ave and W Cross Street Ruth Place (Town Road) West of Elwood Ave	\$292,975
Buchanan, Village of	Buchanan Safe Access to School & Improved Infrastructure Project	Westchester Ave (Village Road)between Pheasant Run and 4th St Tax Parcel ID Section 43.15, Block 1, Lot 16 on Tax Maps of Town of Cortlandt (Hendrick Hudson Central School District- short length)	\$54,963
Larchmont, Village of	Larchmont Neighborhood Intersection Pedestrian Upgrades	Parkway St (Village Street) between Soundview Dr and palmer Ave Lyons Pl (Village Road) between Locust Ave and Monroe Ave	\$28,000

		Locust Ave (Village Road) between Lyons Pl and Monroe Ave	
Croton on Hudson, Village of	Croton-on-Hudson Sidewalk Installation Along Municipal Place and South Riverside Avenue	New York State Route 9A (a/k/a S Riverside Ave) (NYSDOT) between Municipal Place and Maple Street Municipal Place (Village Road) between Maple Street and S Riverside Ave	\$64,317

Your Committee is advised that, pursuant to the Design IMA, the County will agree to undertake the following: (i) the engineering analysis, design, and preparation of the specifications and construction documents for the each project, and (ii) any additional design that may be needed during construction if necessary, subject to the parties entering to an amendment to the Design IMA or a new agreement for construction as described below (collectively, the “Design”).

Your Committee is further advised that the Design of the above projects could include the design of a number of infrastructure elements that enhance safety, accessibility, and mobility for all road users, including pedestrians, bicyclists, public transit riders, and motorists. The project elements vary by location and may include, but are not limited to, the following: new or improved sidewalks, crosswalk enhancements, bike lanes, signal upgrades, accessible curb ramps, and traffic-calming measures such as curb extensions and speed humps. The projects may also include streetscape and infrastructure enhancements such as street trees, landscaping, lighting, benches and drainage and flood mitigation measures.

Your Committee is also advised that the County will undertake the Design of each project for the not exceed amount listed in each IMA as set forth in the Design IMA Table above, subject to the Planning Commissioner, in her sole discretion, having the right to amend the scope of work, budget and not to exceed amount for each project, *provided, however*, the aggregate amount payable under all of the Design IMAs and all administrative and other related costs as well as design costs during construction, if necessary, shall not exceed Four Million (\$4,000,000) Dollars. Each Municipality shall be responsible for all design costs in relation to its project that exceed the not-to-exceed amount for its project under each Design IMA.

Your Committee is further advised that the term of the Design IMA shall commence upon execution of the IMA by both parties and shall be equal to the life of any bonds issued at any time by the County to fund the Design of the project.

Your Committee is also advised that, pursuant to the Design IMA, each Municipality will grant a non-exclusive easement to the County in the municipally owned roads and real properties on which the project will be constructed and installed in order to facilitate the issuance of County bonds to finance the capital project's design costs, and such easement shall encumber the property for so long as the bonds of the County are outstanding.

Your Committee is also advised that the eleven (11) Municipalities listed in the Design IMA Table above applied for both Design funding and Construction funding, subject to receiving all necessary legal approvals. Upon completion of the design phase, the parties will either enter into an amendment to the Design IMA or a new agreement for the construction of the project under the Program, subject to receiving all necessary legal approvals, including, but not limited to, bonding authorization to fund construction and construction management costs related to the projects.

In the event the parties enter into such an amendment or new agreement for the construction of the project, the parties shall also enter into an amendment to the easement or a new easement for a term equal to or greater than the life of any such bonds issued by the County to fund a portion of the construction and construction management of each project, as further described below.

CONSTRUCTION IMA

Your Committee is advised that the Construction IMA Act will authorize the County to enter into Construction Only IMA with Town of Mount Kisco in order for the County to reimburse up to 50% of the construction and construction management costs incurred by the Town of Mount Kisco to undertake the construction of the project entitled "Mount Kisco Streetscape Sidewalk Improvements Phase 3B" located on its municipally owned roads and real properties and fund administrative costs related to the project, for the not to exceed amount of \$1,395,000. The Mount

Kisco Streetscape Sidewalk Improvements Phase 3B project provides pedestrian safety and streetscape improvements along the South Moger Avenue corridor. The project includes reconstructing sidewalks along South Moger Avenue, as well as upgrading crossings to meet accessibility standards and improving lighting along the corridor. The project also provides various streetscape improvements, such as brick pavers, ornamental lighting, benches, and landscaping, and adds a planted median along the corridor to provide traffic calming and serve as a pedestrian crossing island.

Your Committee is also advised that, pursuant to the Construction IMA, the County will agree to reimburse the Town of Mount Kisco for up to 50% of the construction and construction administration costs properly incurred in connection with the construction of the project, as set forth in the approved budget proposed by the Town of Mount Kisco, pursuant to the terms of the Construction IMA, after submission of invoices and supporting documentation requested by the County and approval of same by the Planning Commissioner. In addition, the County shall have the right to audit the documentation submitted in support of the costs and projects.

Your Committee is advised that, pursuant to the Construction IMA, the County's obligation to finance a portion of the construction and construction management costs of the project shall not exceed the not-to-exceed amount set forth in the Construction IMA. The Town of Mount Kisco shall be responsible for all construction and construction management costs in relation to the project that exceed the not-to-exceed amount set forth in the Construction IMA. The Town of Mount Kisco shall be responsible for the operation, maintenance, scheduling, security and repair of the projects and real properties at its expense.

Your Committee is advised further that, term of the Construction IMA shall commence upon execution by both parties and shall be equal to the life of any bonds issued at any time by the County to fund the construction of the project.

Your Committee is advised that, pursuant to the Construction IMA, the Town of Mount Kisco will grant a non-exclusive easement to the County in the municipally-owned roads and real properties in order to facilitate the issuance of County bonds to finance the construction and

construction management of the project, and such easement shall encumber the municipal property for so long as the bonds of the County are outstanding.

THE COMPLETE STREETS MUNICIPAL ASSISTANCE PROGRAM OVERVIEW

Your Committee is advised that in 2013, following the enactment of New York State’s Complete Streets Act in 2011, which mandated Complete Streets design principles in all state, county and local transportation projects funded with federal and state funding, the County, acting by and through its Board of Legislators (“Board of Legislators”), pursuant to Act No. 2013-170, enacted a Complete Streets Policy requiring the County, when constructing and renovating any County roadway, to consider the feasibility of including features that promote its use by and enhance the safety of pedestrians, bicyclists, users of public transportation, school bus riders, motorists, movers of commercial goods, persons with disabilities, senior citizens, and emergency service providers.

The County has continuously supported Complete Streets principles by hosting workshops such as the Walkable Community and Safe Routes to School workshops. Despite these and other efforts, Complete Streets infrastructure across Westchester County remains inconsistent and in many cases, non-existent.

Therefore, in furtherance of the County’s Complete Streets Policy and in accordance with the New York Highway Law, the County, acting by and through the Department, established the Program in order to assist municipalities within Westchester County implement their own Complete Streets municipal projects on municipally owned roads and or municipally owned real property.

Your Committee is advised that the purpose of the Program is to enable safe use and support mobility for all users of streets and roads, including people of all ages and abilities, regardless of whether they are travelling as drivers, pedestrians, bicyclists, or using public transportation, with a focus on vulnerable users, such as pedestrians, bicyclists and wheelchair users.

Your Committee is also advised Department solicited applications from Westchester municipalities to participate in the Program. Municipalities could apply for funding for up to 50% of the total municipal project cost and submit one application for both Design and Construction/Construction Management funding (“Design and Construction”) or Construction only funding (“Construction Only”). For the projects requiring Design and Construction, the Program will be divided into two (2) phases, to wit, “Phase I” for Design-Engineering costs (“Design” or “Phase I”) and “Phase II” for Construction-Construction Management costs (“Construction” or “Phase II”).

Presently, the Department is recommending twelve (12) projects comprised of eleven (11) Design and Construction projects and one (1) Construction Only project, as described above.

The County is advised further that, with respect to the eleven (11) Design and Construction projects, the County, in Phase I, will undertake the design work for the projects using outside planning and engineering consulting firm(s) selected by the County. The County, in the future, with respect to Phase II, subject to the parties entering into an amendment to the Design IMA or a new agreement for construction and subject to the parties receiving all necessary legal approvals, will fund construction and construction management costs of each project, up to an amount which will be the difference between the amount that is 50% of the total municipal project cost, as set forth in the approved budget submitted by each Municipality, less the amount incurred by the County for design costs, for a total County contribution for Phase I and Phase II combined equal to 50% of the total municipal project costs.

With respect to the Construction Only project from the Town of Mount Kisco, the Town of Mount Kisco already completed the design and engineering work for its project, including construction documents. Therefore, the County will pay up to 50% of the total construction and construction management costs set forth in the approved budget provided by Town of Mount Kisco, subject to the terms set forth in the Construction IMA.

Through the proposed legislation, the County will expand Complete Street initiatives to municipally owned roads, thus contributing to greater travel options, better mobility, accessibility

and greater safety for all users of roads within Westchester County, with a focus on vulnerable users.

The Department has advised that 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(s) be accompanied by a report(s) of the Westchester County Planning Board (the "Planning Board") to the Board of Legislators with respect to the physical planning aspects of the project(s). A copy of each of the reports is attached hereto.

In addition, in accordance with Section 191.41 of the Laws of Westchester, the Planning Commissioner will provide a report, which will follow separately for your Honorable Board's consideration.

Finally, as your Honorable Board is aware, no action may be taken with regard to the proposed legislation until the requirements of the State Environmental Quality Review Act, and its implementing regulations promulgated thereunder, 6 NYCRR Part 617 ("SEQR"), have been met.

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

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

An affirmative vote of two-thirds of the members of your Honorable Board is required in order to adopt the Capital Budget Amendment, the Design Bond Act and the Construction Bond Act and an affirmative vote of the majority of your Honorable Board is required for the Design IMA Act and the Construction IMA Act. The Design Bond Act and the Construction Bond Act should be adopted prior to the Design IMA Act and the Construction IMA Act, respectively.

Your Committee believes that the Program is in the best interests of the County, and, therefore, recommends the favorable action of your Board on the annexed proposed legislation.

Dated: _____, 2026

White Plains, New York

COMMITTEE ON

ran/cmc.05.13.2026

Westchester County Planning Board Report

BPL39 Complete Streets Fund

FIVE YEAR CAPITAL PROGRAM (in thousands)

	Total	Appropriated	2022	2023	2024	2025	2026	Under Review
Gross Less non-County Shares	16,000	15,000	15,000					1,000
Net	16,000	15,000	15,000					1,000

Project Description:

The Complete Streets Fund would be a 50/50 matching fund, where municipalities can apply for support from the County for projects that will help make their streets more multi-use, including bike lanes, pedestrian crossing and ADA compliance for disabled access. Projects would need to be vetted by the County for feasibility before funding would take place, and inter-municipal agreements might be required. The Board of Legislators added \$15,000,000 for the creation of this fund for 2022.

This 2026 Capital Budget Amendment to the BPL39 Complete Streets Fund is to add \$1,000,000 to the Fund.

APPROPRIATION HISTORY:

2022: \$15,000,000 BOL add for design, construction, construction management and construction inspection.

JUSTIFICATION:

This project will help improve the health, safety and welfare of County residents and encourage alternate means of transportation thus minimizing the County's carbon footprint. Acknowledging that bicycling, walking and the use of public transportation are becoming become common alternatives to the use of motorized vehicles here in the county, the Westchester County Board of Legislators (BOL) adopted its Complete Streets Act in 2013, making it a County policy to consider "multi-use" features when constructing or renovating County roadways.

A Complete Street is a roadway planned and designed to consider the safe, convenient access and mobility of all roadway users of all ages and abilities. This includes pedestrians, bicyclists, public transportation riders, and motorists. Some design features include sidewalks, lane striping, bicycle lanes, paved shoulders suitable for use by bicyclists, signage, crosswalks, pedestrian control signals, bus pull-outs, curb cuts, raised crosswalks, ramps and traffic calming measures.

CONSISTENCY WITH PROGRAMS OR PLANS:

The project is consistent with *Westchester 2025*, the County Planning Board's long range planning policy document, as it will maintain and improve health and safety for existing county infrastructure

Planning Board Recommendations

The Planning Board recommends this 2026 Capital Budget Amendment to add \$1,000,000 to the Complete Streets Fund per resolution number 26-08 signed on the following date: 3/3/2026. The Planning Board designates this project as **PL2**.

Comments

The Planning Board supports the improvements to improve local streets. Planning Department staff will review the plans and assess the merit of the proposed design to address physical and environmental planning concerns including the siting and construction of complete street improvements and associated infrastructure.

4/14/26

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: April 24, 2026

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT
BPL39 Complete Streets Fund**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on 04/09/2026 (Unique ID: 3198)

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

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

COMMENTS: The current request is for design only. However, funds for construction management will not be expended unless funding for construction is approved, which will be subject to further environmental review as may be required by SEQR.

DSK/oav

cc: Emily Saltzman, Director of Operations
Paula Friedman, Assistant to the County Executive
Tami Altschiller, Assistant Chief Deputy County Attorney
Blanca P. Lopez, Commissioner of Planning
Dianne Vanadia, Associate Budget Director
Susan Darling, Chief Planner
Claudia Maxwell, Principal Environmental Planner
Stephen Courage, Associate Transportation Planner

TO: John Nonna, Esq.
Westchester County Attorney

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

DATE: May 4, 2026

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT
BPL39 COMPLETE STREETS FUND
Mount Kisco Streetscape Sidewalk Improvements Phase 3B**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on 04-30-2026 (Unique ID: 3201)

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)(5):** street openings and right-of-way openings for the purpose of repair or maintenance of existing utility facilities.
-

COMMENTS: None.

BPL/cnm

cc: Emily Saltzman, Director of Operations
Paula Friedman, Assistant to the County Executive
Tami Altschiller, Esq., Assistant Chief Deputy County Attorney
Rachel Noe, Esq., Associate County Attorney
Carla Chaves, Esq., Sr. Assistant County Attorney
Melissa-Jean Rotini, Esq., Deputy Commissioner
David Kvinge, Assistant Commissioner
Dianne Vanadia, Associate Budget Director
Susan Darling, Chief Planner
Claudia Maxwell, Principal Environmental Planner
Stephen Courage, Associate Transportation Planner

TO: Honorable Kenneth Jenkins
County Executive

FROM: Blanca P. Lopez
Commissioner

DATE: May 4, 2026

SUBJECT: Complete Streets Program Funding: Mount Kisco Streetscape Sidewalk
Improvements Phase 3B

Pursuant to Section 191.41 of the County Charter, the Commissioner of Planning has reviewed the proposed funding for the Complete Streets program as it pertains to “Mount Kisco Streetscape Sidewalk Improvements Phase 3B.” The project will occur within the Municipally owned right of way in the following locations in the Town of Mount Kisco: South Moger Avenue between Kirby Plaza and Green Street, Briton Ln between Stewart Pl and South Moger Ave.

The County is providing funding for the Complete Streets program to support the safe use of roads by all road and this funding will support those goals. To wit, “Mount Kisco Streetscape Sidewalk Improvement Phase 3B” will include construction of pedestrian safety and streetscape improvements including; enhanced pedestrian crossing, reconstructed sidewalks, and a planted traffic calming median.

The County Planning Board, pursuant to Section 167.131 of the County Charter, at their regular monthly meeting of March 3, 2026, amended its report on the 2026 Capital Requests to designate this property as a location to receive Complete Streets funding from capital project **BPL39: Complete Streets Fund**.

Based on this record, I recommend the funding of “Mount Kisco Streetscape Sidewalk Improvements Phase 3B.”

cc: John Nonna, Esq., County Attorney
Tami Altschiller, Esq., Assistant Chief Deputy County Attorney
Melissa-Jean Rotini, Esq., Deputy Commissioner
Claudia Maxwell, Principal Environmental Planner
Susan Darling, Chief Planner

An Act amending the 2026 County
 Capital Budget Appropriations for
 Capital Project BPL39 COMPLETE
 STREETS FUND

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
<u>\$ 15,000,000</u>	<u>\$ 1,000,000</u>	<u>\$ 16,000,000</u>

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	\$ 15,000,000	\$ 1,000,000	\$ 16,000,000
Non County Shares	\$ 0	\$ 0	\$ 0
Cash	\$ 0	\$ 0	\$ 0
Total	<u>\$ 15,000,000</u>	<u>\$ 1,000,000</u>	<u>\$ 16,000,000</u>

Section 3. The ACT shall take effect immediately.

ACT NO. -20__

BOND ACT AUTHORIZING THE ISSUANCE OF \$4,000,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF PREPARATION OF PRELIMINARY AND DETAILED PLANS, SPECIFICATIONS AND ESTIMATES NECESSARY FOR PLANNING VARIOUS STREETSCAPE IMPROVEMENTS TO VARIOUS MUNICIPAL ROADS UNDER THE COMPLETE STREETS PROGRAM; STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$4,000,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$4,000,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS (Adopted , 20__)

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

Section 1. Pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the "Law"), the Westchester County Administrative Code, being Chapter 852 of the Laws of 1948, as amended, to the provisions of other laws applicable thereto, \$4,000,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the cost of preparation of preliminary and detailed plans, specifications and estimates necessary for planning various streetscape improvements to various municipal roads under the Complete Streets Program in order to increase travel options and support the safe use of roads by all users with a focus on vulnerable users,

including pedestrians, bicyclists, and wheelchair users, including County administrative costs, all as set forth in the County's Current Year Capital Budget, as amended, pursuant to an inter-municipal agreement between the County and the municipalities involved in the Complete Streets project. To the extent that the details set forth in this act are inconsistent with any details set forth in the Current Year Capital Budget of the County, such Budget shall be deemed and is hereby amended. The estimated maximum cost of said specific object of purpose, including preliminary costs and costs incidental thereto and the financing thereof is \$4,000,000. The plan of financing includes the issuance of \$4,000,000 bonds herein authorized, and any bond anticipation notes issued in anticipation of the sale of such bonds, and the levy of a tax to pay the principal of and interest on said bonds.

Section 2. The period of probable usefulness of said specific object or purpose, within the limitations of Section 11.00 a. 62 of the Law, is five (5) years.

Section 3. Current funds are not required to be provided as a down payment pursuant to Section 107.00 d. 9. of the Law prior to issuance of the bonds authorized herein, or any bond anticipation notes issued in anticipation of the sale of such bonds. The County intends to finance, on an interim basis, the costs or a portion of the costs of said improvements for which bonds are herein authorized, which costs are reasonably expected to be reimbursed with the proceeds of debt to be incurred by the County, pursuant to this Act, in the maximum amount of \$4,000,000. This Act is a declaration of official intent adopted pursuant to the requirements of Treasury Regulation Section 1.150-2.

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

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

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

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

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

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

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

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

* * *

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: BPL39

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: \$ 4,000,000

PPU: 5

Anticipated Interest Rate: 2.69%

Anticipated Annual Cost (Principal and Interest): \$ 865,455

Total Debt Service (Annual cost x Term): \$ 4,327,275

Finance Department: Interest rates from May 4, 2026 Bond Buyer - ASBA

SECTION C - IMPACT ON OPERATING BUDGET (exclusive of debt service)

To be completed by submitting department and reviewed by Budget

Potential Related Expenses (Annual):

Potential Related Revenues (Annual):

Anticipated savings to County and/or impact of department operations
(describe in detail for current and next four years):

SECTION D - Employment

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

Number of Full Time Equivalent (FTE) Jobs Funded: 43

Prepared by: Dianne Vanadia

Title: Associate Budget Director

Department: Budget

Date: 05/04/2026

Approved By: Larry Soule

Budget Director

Date: _____

Digitally signed by Larry Soule
Date: 2026.05.04 14:22:56 -04'00'

LEGAL NOTICE

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

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

ACT NO. _____-20__

BOND ACT AUTHORIZING THE ISSUANCE OF \$4,000,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF PREPARATION OF PRELIMINARY AND DETAILED PLANS, SPECIFICATIONS AND ESTIMATES NECESSARY FOR PLANNING VARIOUS STREETSCAPE IMPROVEMENTS TO VARIOUS MUNICIPAL ROADS UNDER THE COMPLETE STREETS PROGRAM; STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$4,000,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$4,000,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS (Adopted _____, 20__)

object or purpose: to finance the cost of preparation of preliminary and detailed plans, specifications and estimates necessary for planning various streetscape improvements to various municipal roads under the Complete Streets Program in order to increase travel options and support the safe use of roads by all users with a focus on vulnerable users, including pedestrians, bicyclists, and wheelchair users, including County administrative costs, all as set forth in the County’s Current Year Capital Budget, as amended, pursuant to an inter-municipal agreement between the County and the municipalities involved in the Complete Streets project.

amount of obligations to be issued:
and period of probable usefulness: \$4,000,000; five (5) years

Dated: _____, 20__
White Plains, New York

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

4088030.1 048790

ACT NO. ____ - 2026

AN ACT authorizing the County of Westchester to enter into intermunicipal agreements with eleven municipalities for the County to undertake the design of the municipalities’ complete streets projects and take back an easement in the municipally owned roads and real properties on which the projects will be located for a term which shall commence on execution and terminate when the bonds issued for the design of the projects have been paid in full.

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

Section 1. The County of Westchester (the “County”) is hereby authorized to enter into intermunicipal agreements (the “Design IMA” or “IMA”) with the eleven (11) municipalities listed below (individually the “Municipality” and collectively, the “Municipalities”) for the County to undertake and fund the design of such municipalities’ complete projects (individually the “Project” and collectively, the “Projects”) on their municipally owned roads and real properties (collectively, the “Properties”) and for the not to exceed amounts listed below:

List of Complete Street Projects (Phase I Design)			
Participating Municipality	Project	Municipally-owned roads/real properties on which Project to be designed will be located	Not to Exceed Amount for Design
Yonkers, City of	Bronx River Road Complete Streets Improvements	Bronx River Road (City Road) between East 240th St/Neirid Ave and Sherwood Avenue/Oak Street	\$358,987
Peekskill, City of	Central Avenue Connectivity Project	South Water Street (City Street) between Hudson Ave and Central Ave Central Ave (City Road) between South/North Water Street and South/North Division Street	\$300,000
Dobbs Ferry, Village of	Dobbs Ferry Downtown Complete Streets	Main Street (Village Street) from Chestnut Street to Walnut Street Cedar Street (Village Street) from Broadway to Main Street	\$310,000

Somers, Town of	Town of Somers Sidewalk Rehabilitation and Extension	New York State Route-202 (NYSDOT) between Crane Rd and Scott Drive New York State Route-100 (NYSDOT) between RT-202 (NYSDOT) and Somers Crossing Drive	\$200,270
White Plains, City of	Safety Enhancement Project	Mamaroneck Ave (City Street) between Main Street and Maple Ave	\$198,607
Irvington, Village of	Irvington Train Station Connectivity Project	S. Buckhout Street (Village Street) between W. Clinton Ave and S. Astor Street S. Astor Street (Village Street) between S Buckhout Street and Main St	\$62,242
Hastings on Hudson, Village of	Ravensdale Complete Streets Improvements	Ravensdale Road (Village Road) between Farragut Ave and Clinton Ave New York State Route 9A (a/k/a Saw Mill River Road) (NYSDOT) between Ravensdale Road/Jackson Avenue and Heath Place	\$176,475
Mount Pleasant, Town of	Elwood Avenue Streetscape Project - Phase 2	Elwood Avenue (Town Road) between Ruth Place and E Cross St Broadway (Town Road) between Elwood Ave and W Cross Street Ruth Place (Town Road) West of Elwood Ave	\$292,975
Buchanan, Village of	Buchanan Safe Access to School & Improved Infrastructure Project	Westchester Ave (Village Road) between Pheasant Run and 4th St Tax Parcel ID Section 43.15, Block 1, Lot 16 on Tax Maps of Town of Cortlandt (Hendrick Hudson Central School District- short length)	\$54,963
Larchmont, Village of	Larchmont Neighborhood Intersection Pedestrian Upgrades	Parkway St (Village Street) between Soundview Dr and Palmer Ave Lyons Pl (Village Road) between Locust Ave and Monroe Ave Locust Ave (Village Road) between Lyons Pl and Monroe Ave	\$28,000
Croton on Hudson, Village of	Croton-on-Hudson Sidewalk Installation Along Municipal Place and South Riverside Avenue	New York State Route 9A (a/k/a S Riverside Ave) (NYSDOT) between Municipal Place and Maple Street Municipal Place (Village Road) between Maple Street and S Riverside Ave	\$64,317

§2. In the IMA, the County shall prepare engineering analysis, design, specifications, and construction documents for the Projects, and any additional design that may be needed during construction

if necessary, (collectively, the “Design”), up to a not to exceed amount listed in the table above. The Projects’ elements vary by location and may include, but shall not be limited to, new or improved sidewalks, crosswalk enhancements, bike lanes, signal upgrades, accessible curb ramps, and traffic-calming measures such as curb extensions and speed humps. The Projects may also include streetscape and infrastructure enhancements such as street trees, landscaping, lighting, benches, and drainage and flood mitigation measures.

§3. The Commissioner of the Department of Planning or her duly authorized designee (the “Planning Commissioner”) may, in her sole discretion, approve modifications to any scope of work, budget or not-to-exceed amount for the IMAs listed above, *provided, however*, the aggregate amount payable under the IMAs with the Municipalities listed in the table above for Phase 1 of the Program and administrative and other related costs and design costs needed during construction, if necessary, does not exceed Four Million (\$4,000,000) Dollars.

§4. The County shall not be liable for any costs and expenses in excess of the not to exceed amounts in the IMAs as set forth in Section 1, as may be modified by the Planning Commissioner in Section 3 above, and, in the event the costs for the design of any Project exceed the not to exceed amount under the IMAs, the Municipalities shall be solely liable to pay said excess.

§5. The term of each IMA shall commence upon execution and terminate when the bonds issued for the design of the Projects have been paid in full.

§6. The IMA will include a provision granting the County a non-exclusive easement in the respective municipally owned roads and real properties on which the projects listed in the table above will be located for the term of the IMA, and the County is authorized to accept such easement interest.

§7. Nothing in the IMA shall transfer any responsibility, maintenance, obligation, ownership, or duty for any roadway, property or portion of the Project to the County, nor shall any portion of the Project, the municipally owned roads and real properties become or form a part of the County roadway system. All roadway(s) and/or other portions of the Project and Properties are and will remain a part of each

Municipality's roadway system or jurisdiction with all responsibility, maintenance obligations, ownership and duties continuing to be the full responsibility of the Municipality in all respects.

§8. Upon the completion of the design phase, the parties may enter into an amendment to the Design IMA, or a new agreement for construction of each Project under the Program, subject to receiving all necessary legal approvals, including, but not limited to, bonding authorization to fund construction and construction management costs related to the projects and performing the necessary environmental review under the State Environmental Quality Review Act, and an amendment to the easement or a new easement for a term equal to or greater than the life of any such bonds issued by the County to fund a portion of the construction and construction management costs and administrative costs of each such project.

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

§10. This Act shall take effect immediately.

ACT NO. -20_____

BOND ACT AUTHORIZING THE ISSUANCE OF \$1,395,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE CONSTRUCTION AND CONSTRUCTION MANAGEMENT OF THE MOUNT KISCO STREETScape SIDEWALK IMPROVEMENTS PHASE 3B PROJECT, IN THE TOWN OF MOUNT KISCO, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$1,395,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$1,395,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS (Adopted _____, 20____)

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

Section 1. Pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the "Law"), the Westchester County Administrative Code, being Chapter 852 of the Laws of 1948, as amended, and to the provisions of other laws applicable thereto, \$1,395,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the construction and construction management of the Mount Kisco Streetscape Sidewalk Improvements Phase 3B Project, in the Town of Mount Kisco, including County administrative costs, all as set forth in the County's Current Year Capital Budget, as amended, pursuant to an inter-municipal

agreement between the County and the Town of Mount Kisco, under the Complete Streets Program. To the extent that the details set forth in this act are inconsistent with any details set forth in the Current Year Capital Budget of the County, such Budget shall be deemed and is hereby amended. The estimated maximum cost of said specific object or purpose, including preliminary costs and costs incidental thereto and the financing thereof is \$1,395,000. The plan of financing includes the issuance of \$1,395,000 bonds herein authorized, and any bond anticipation notes issued in anticipation of the sale of such bonds, and the levy of a tax to pay the principal of and interest on said bonds and notes.

Section 2. The period of probable usefulness of said specific object or purpose, within the limitations of Section 11.00 a. 24 of the Law, is ten (10) years;

Section 3. Current funds are not required to be provided as a down payment pursuant to Section 107.00 d. 9. of the Law prior to issuance of the bonds authorized herein, or any bond anticipation notes issued in anticipation of the sale of such bonds. The County intends to finance, on an interim basis, the costs or a portion of the costs of said improvements for which bonds are herein authorized, which costs are reasonably expected to be reimbursed with the proceeds of debt to be incurred by the County, pursuant to this Act, in the maximum amount of \$1,395,000. This Act is a declaration of official intent adopted pursuant to the requirements of Treasury Regulation Section 1.150-2.

Section 4. The estimate of \$1,395,000 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.

* * *

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: BPL39

NO FISCAL IMPACT PROJECTED

SECTION A - CAPITAL BUDGET IMPACT

To be completed by Budget

GENERAL FUND

AIRPORT FUND

SPECIAL DISTRICTS FUND

Source of County Funds (check one):

CURRENT APPROPRIATIONS

CAPITAL BUDGET AMENDMENT

SECTION B - BONDING AUTHORIZATIONS

To be completed by Finance

Total Principal: \$ 1,395,000

PPU: 10

Anticipated Interest Rate: 2.95%

Anticipated Annual Cost (Principal and Interest): \$ 163,216

Total Debt Service (Annual cost x Term): \$ 1,632,160

Finance Department: Interest rates from May 4, 2026 Bond Buyer - ASBA

SECTION C - IMPACT ON OPERATING BUDGET (exclusive of debt service)

To be completed by submitting department and reviewed by Budget

Potential Related Expenses (Annual):

Potential Related Revenues (Annual):

Anticipated savings to County and/or impact of department operations
(describe in detail for current and next four years):

SECTION D - Employment

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

Number of Full Time Equivalent (FTE) Jobs Funded: 15

Prepared by: Dianne Vanadia

Title: Associate Budget Director

Department: Budget

Date: 05/04/2026

Approved By: Larry Soule

Budget Director

Date: _____

Digitally signed by Larry Soule
Date: 2026.05.04 13:48:37 -0500

LEGAL NOTICE

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

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

ACT NO. _____-20_____

BOND ACT AUTHORIZING THE ISSUANCE OF \$1,395,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE CONSTRUCTION AND CONSTRUCTION MANAGEMENT OF THE MOUNT KISCO STREETScape SIDEWALK IMPROVEMENTS PHASE 3B PROJECT, IN THE TOWN OF MOUNT KISCO, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$1,395,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$1,395,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS (Adopted _____, 20____)

Object or purpose: to finance the construction and construction management of the Mount Kisco Streetscape Sidewalk Improvements Phase 3B Project, in the Town of Mount Kisco, including County administrative costs; all as set forth in the County’s Current Year Capital Budget, as amended, pursuant to an inter-municipal agreement between the County and the Town of Mount Kisco, under the Complete Streets Program.

Amount of obligations to be issued and period of probable usefulness: \$1,395,000; ten (10) years

Dated: _____, 20____
White Plains, New York

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

ACT NO. ___ - 2026

AN ACT authorizing the County of Westchester to enter into an intermunicipal agreement with the Town of Mount Kisco for the Town to construct and install its complete streets project entitled “Mount Kisco Streetscape Sidewalk Improvements Phase 3B” on its municipally owned roads and real properties with the County reimbursing up to 50% of the costs incurred by the Town of Mount Kisco for construction and construction management related to the project for a term commencing on execution and terminating when the bonds issued for the construction of the project has been paid in full.

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

Section 1. The County of Westchester (the “County”) is hereby authorized to enter into an intermunicipal agreement (the “IMA”) with the Town of Mount Kisco (the “Town of Mount Kisco”) for the Town of Mount Kisco to undertake and complete its complete street project entitled “Mount Kisco Streetscape Sidewalk Improvements Phase 3B” (the “Project”) to be located on South Moger Avenue (Town Road) between Kirby Plaza and Green Street and Briton Lane (Town Road), between Stewart Place and South Moger Avenue (collectively, the “Property”).

§2. The Project shall provide pedestrian safety and streetscape improvements along the South Moger Avenue corridor, including the reconstruction of sidewalks along South Moger Avenue, as well as upgrading crossings to meet accessibility standards and improving lighting along the corridor. The Project shall also include various streetscape improvements, such as brick pavers, ornamental lighting, benches, and landscaping, and adds a planted median along the corridor to provide traffic calming and serve as a pedestrian crossing island.

§3. The County shall reimburse up to 50% of the construction and construction management costs incurred by the Town of Mount Kisco and fund administrative costs related to the Project, in an amount

not to exceed One Million, Three Hundred Fifty-Five Thousand, Two Hundred Seventy-Five (\$1,355,275.00) dollars (the "Construction Fund Amount").

§4. Upon the request of the Town of Mount Kisco, the Department of Planning Commissioner or her duly authorized designee (the "Planning Commissioner") may in her sole discretion revise scope of work and/or the budget for the Project provided the Planning Commissioner shall have no authority to: (1) exceed the Construction Fund Amount without obtaining approval of the County Board of Legislators, or (2) make revisions to scope of work that require a further environmental review under State Environmental Quality Review Act without the environmental review being performed and approved by the County Board of Legislators.

§5. The County's obligation to finance a portion of the construction and construction management costs of the Project and administrative costs shall not exceed Construction Fund Amount. The County shall not be liable for any costs and expenses in excess of the Construction Fund Amount, and in the event the costs for the Project exceeds the Construction Fund Amount, the Town of Mount Kisco shall be solely liable to pay said excess.

§6. The term of the IMA shall commence upon execution and terminate when the bonds issued for the construction of the projects have been paid in full.

§7. The Town of Mount Kisco shall be responsible for the design, construction, operation, maintenance, security, repair, and proper supervision of the Project and its municipally owned roads and real properties, at its own cost and expense.

§8. Nothing in the IMA shall transfer any responsibility, maintenance, obligation, ownership or duty for any roadway, property, or portion of the Project or its municipally owned roads and real properties to the County, nor shall all or a portion of the Project or the Town of Mount Kisco municipally owned roads and real properties become or form a part of the County roadway system. All roadway(s) and/or other portions of the Project and Property are and will remain a part of the Town of Mount Kisco roadway system or jurisdiction with all responsibility, maintenance obligations, ownership, and duties continuing to be the full responsibility of the Town of Mount Kisco in all respects.

§9. The Town of Mount Kisco shall submit design plans, specifications, and construction documents for the project to the Planning Commissioner for written approval. The Planning Commissioner shall consult with the County's Department of Public Works and Transportation Commissioner or his duly authorized designee ("DPWT Commissioner"), in accordance with applicable law, and following consultation approve the design plans, specifications, and construction documents for the Project or provide comments to the Town of Mount Kisco, which shall be incorporated into the Town of Mount Kisco documents. Any amendments to the design plans, specifications, and/or construction documents, any additions, developments, improvements, or alterations to the Project, or any advertising and signage utilized by the Town of Mount Kisco in connection with the Project shall be subject to the prior written approval of the Planning Commissioner following consultation with the DPWT Commissioner in accordance with applicable law.

§10. The Project shall be accessible and open to all Westchester County residents.

§11. The IMA will include a provision granting the County an easement interest in the respective municipally owned roads and real properties listed in Section 1 above and the Project for the term of the IMA for the purpose of permitting the County to use and occupy the Property and Project for the purpose of funding construction of the Project. The County is authorized to accept such easement interest.

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

§13. This Local Law shall take effect immediately.

TRANSMITTAL MEMO

Date: May 13, 2026

To: Westchester County Board of Legislators

From: John M. Nonna
County Attorney

Re: An Act authorizing the County of Westchester to participate in the national opioid settlement against Associated Pharmacies, Inc. (and American Associated Pharmacies); J M Smith Corporation; Louisiana Wholesale Drug Company, Inc., Morris and Dickson Co., North Carolina Mutual Wholesale Drug Company, Inc., and United Natural Foods, Inc. including subsidiaries SuperValu and Advantage Logistics)

Attached for your review is proposed legislation that, if enacted, would authorize the County of Westchester ("County") to participate in the national opioid settlement against Associated Pharmacies, Inc. (and American Associated Pharmacies); J M Smith Corporation; Louisiana Wholesale Drug Company, Inc., Morris and Dickson Co., North Carolina Mutual Wholesale Drug Company, Inc., and United Natural Foods, Inc. including subsidiaries SuperValu and Advantage Logistics) ("Remnant Defendants").

The Instant Proceeding

On February 6, 2018, the County commenced an action against opioid manufacturers, distributors and dispensers in the Supreme Court of the State of New York, County of Westchester (the "Action"). The Complaint asserted several causes of action, such as deceptive marketing, false advertising, public nuisance, misrepresentation, fraud, negligence, and unjust enrichment and conspiracy, alleging that each of the Defendants contributed to the opioid epidemic that Westchester County has been battling and will continue to battle for the foreseeable future. The causes of action against the various Defendants are based on claims that they contributed to the opioid epidemic by violating state and federal statutes related to the

manufacturing, distribution and sale of opioids, all of which contributed to a public health crisis. Since the litigation's inception in 2018, many of the County's claims against the Defendants have been resolved through settlement.

Terms of the Proposed Settlement

A national opioid settlement has been reached with six regional distributors/dispenser defendants ("Remnant Defendants Settlement"): Associated Pharmacies, Inc. (and American Associated Pharmacies); J M Smith Corporation; Louisiana Wholesale Drug Company, Inc., Morris and Dickson Co., North Carolina Mutual Wholesale Drug Company, Inc., and United Natural Foods, Inc. including subsidiaries SuperValu and Advantage Logistics). One settlement agreement covers the combined settlement with the Remnant Defendants.

None of the Remnant Defendants is a named defendant in the Action. If the County participates in the Remnant Defendants Settlement, it will receive a one-time settlement payment. The allocation to the County will be calculated based on a formula used in previous opioid settlements and will be dependent upon the number of entities who participate in the settlement. It is estimated that the County will receive a one-time payment of approximately \$100,000 if it participates in the settlement. As in previous settlements, all attorneys fees and costs will be paid out of a separate fund. The settlement funds must be used for the Core Strategies and Approved Uses set forth in Exhibit D of the Remnant Defendant Settlement Agreement, attached hereto as Exhibit "1".

Recommendation of Westchester County Attorney's Office

Litigation concerning the opioid epidemic has been pending for over seven years. Westchester County has suffered tremendous losses and continues to suffer the effects of the epidemic and will for the foreseeable future. The funds it will receive in this settlement will help offset some of those costs and can be used for future abatement purposes. The County Attorney recommends accepting this settlement, as opposed to assuming the risks and burdens of litigating against these Defendants individually.

I respectfully request authority from this Board pursuant to Section 158.11 of the Westchester County Charter to settle the above-referenced matter. I therefore recommend passage of the accompanying Act.

BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER

Your Committee is in receipt of a proposed Act which, if enacted by your Board, would authorize the County of Westchester (“County”) to participate in the national opioid settlement against Associated Pharmacies, Inc. (and American Associated Pharmacies); J M Smith Corporation; Louisiana Wholesale Drug Company, Inc.; Morris and Dickson Co.; North Carolina Mutual Wholesale Drug Company, Inc.; and United Natural Foods, Inc. (including its subsidiaries SuperValu and Advantage Logistics) (“Remnant Defendants”).

On February 6, 2018, the County of Westchester commenced an action against opioid manufacturers, distributors and dispensers in the Supreme Court of the State of New York, County of Westchester. The Complaint asserted several causes of action, such as deceptive marketing, false advertising, public nuisance, misrepresentation, fraud, negligence, and unjust enrichment and conspiracy, alleging that each of the Defendants contributed to the opioid epidemic that Westchester County has been battling and will continue to battle for the foreseeable future. The causes of action against the various Defendants are based on claims that they contributed to the opioid epidemic by violating state and federal statutes related to the manufacturing, distribution and sale of opioids, all of which contributed to a public health crisis. Since the litigation’s inception in 2018, many of the County’s claims against the Defendants have been resolved through settlement.

None of the six Remnant Defendants is a named defendant in the Action. If the County participates in the Remnant Defendants Settlement, it will receive a one-time settlement payment. The allocation to the County will be calculated based upon a formula previously used in opioid settlements and will be dependent upon the number of participating entities. It is

estimated that the County will receive a one-time payment of approximately \$100,000 if it participates in the settlement. As in previous settlements, all attorneys fees and costs will be paid out of a separate fund. The settlement funds must be used for the Core Strategies and Approved Uses set forth in Exhibit D of the Remnant Defendants Settlement Agreement, attached hereto as Exhibit "1".

Your Committee has carefully considered the matter and recommends approval of the annexed Act. The Act, which would authorize the County to enter into the proposed settlement to effectuate the resolution of the lawsuit, is in the best interests of the County.

Your Committee therefore recommends this Honorable Board approve the annexed Act authorizing the County to enter into the proposed settlement of the above-referenced lawsuit. An affirmative vote by a majority of the Board is required to pass this Act.

Dated: White Plains, New York
May 13, 2026

COMMITTEE ON

EXHIBIT

1

EXHIBIT D

List of Opioid Remediation Uses

Schedule A

Core Strategies

Participating Subdivisions shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“*Core Strategies*”).

- A. **NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE OPIOID OVERDOSES**
 - 1. Expand³ training for first responders, schools, community support groups and families; and
 - 2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

- B. **MEDICATION-ASSISTED TREATMENT (“MAT”) DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT**
 - 1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;
 - 2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
 - 3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
 - 4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

- C. **PREGNANT & POSTPARTUM WOMEN**

³ As used in this Exhibit D, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

1. Expand Screening, Brief Intervention, and Referral to Treatment (“SBIRT”) services to non-Medicaid eligible or uninsured pregnant women;
 2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co- occurring Opioid Use Disorder (“OUD”) and other Substance Use Disorder (“SUD”)/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
 3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.
- D. EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME (“NAS”)
1. Expand comprehensive evidence-based and recovery support for NAS babies;
 2. Expand services for better continuum of care with infant- need dyad; and
 3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.
- E. EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES
1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
 2. Expand warm hand-off services to transition to recovery services;
 3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;
 4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and
 5. Hire additional social workers or other behavioral health workers to facilitate expansions above.
- F. TREATMENT FOR INCARCERATED POPULATION

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. PREVENTION PROGRAMS

1. Funding for media campaigns to prevent opioid use (similar to the FDA’s “Real Cost” campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre- arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. EXPANDING SYRINGE SERVICE PROGRAMS

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

I. EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE

Schedule B

Approved Uses

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (“OUD”) and any co-occurring Substance Use Disorder or Mental Health (“SUD/MH”) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:⁴

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (“MAT”) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (“ASAM”) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (“OTPs”) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.
8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

⁴ As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (“DATA 2000”) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Disseminate web-based training curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)

Provide connections to care for people who have—or are at risk of developing—
OUD and any co-occurring SUD/MH conditions through evidence-based or
evidence-informed programs or strategies that may include, but are not limited to,
those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (“PAARI”);
 2. Active outreach strategies such as the Drug Abuse Response Team (“DART”) model;
 3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (“LEAD”) model;
 5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
 6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
 3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.
 4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
 5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
 6. Support critical time interventions (“CTI”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
 7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (“NAS”), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women-or women who could become pregnant-who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.
5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.
6. Provide child and family supports for parenting women with OUD and any co- occurring SUD/MH conditions.
7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.

10. Provide support for Children's Services-Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs ("PDMPs"), including, but not limited to, improvements that:
 1. Increase the number of prescribers using PDMPs;
 2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
 3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience

OD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction-including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration ("SAMHSA").
7. Engaging non-profits and faith-based communities as systems to support prevention.
8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co- occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g., Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“ADAM”) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

AN ACT authorizing the County of Westchester to participate in the national opioid settlement against Associated Pharmacies, Inc. (and American Associated Pharmacies); J M Smith Corporation; Louisiana Wholesale Drug Company, Inc.; Morris and Dickson Co.; North Carolina Mutual Wholesale Drug Company, Inc.; and United Natural Foods, Inc. (including its subsidiaries SuperValu and Advantage Logistics)

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

1. The County of Westchester is hereby authorized to participate in the national opioid settlement against Associated Pharmacies, Inc. (and American Associated Pharmacies); J M Smith Corporation; Louisiana Wholesale Drug Company, Inc.; Morris and Dickson Co.; North Carolina Mutual Wholesale Drug Company, Inc.; and United Natural Foods, Inc. (including its subsidiaries SuperValu and Advantage Logistics).
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 purpose hereof.
3. This Act shall take effect immediately.

AN ACT authorizing the County of Westchester to participate in the national opioid settlement against Associated Pharmacies, Inc. (and American Associated Pharmacies); J M Smith Corporation; Louisiana Wholesale Drug Company, Inc.; Morris and Dickson Co.; North Carolina Mutual Wholesale Drug Company, Inc.; and United Natural Foods, Inc. (including its subsidiaries SuperValu and Advantage Logistics)

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1. The County of Westchester is hereby authorized to participate in the national opioid settlement against Associated Pharmacies, Inc. (and American Associated Pharmacies); J M Smith Corporation; Louisiana Wholesale Drug Company, Inc.; Morris and Dickson Co.; North Carolina Mutual Wholesale Drug Company, Inc.; and United Natural Foods, Inc. (including its subsidiaries SuperValu and Advantage Logistics).
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 purpose hereof.
3. This Act shall take effect immediately.

FISCAL IMPACT STATEMENT

SUBJECT: National Opioid Settlement

NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT



GENERAL FUND

SECTION A - FUND

AIRPORT FUND

SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense _____

Total Current Year Revenue _____

\$100,000

Source of Funds (check one):

Current Appropriations

Transfer of Existing

Additional Appropriations

Appropriations Other (explain)

Identify Accounts: County Direct Opioid Settlement Trust: 263-26-X068-9856

Potential Related Operating Budget Expenses:

Annual Amount _____

Describe: _____

Potential Related Operating Budget Revenues:

Annual Amount _____

\$100,000

Describe: Pursuant to the Settlement Agreement, if the County participates in the settlement, the County will be paid a lump-sum payment of approximately \$100,000.

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

Current Year: _____

Next Four Years: _____

Prepared by:

Christina Rampata

Approved by:

Christina Rampata

Digitally signed by Christina Rampata
Date: 2026.05.13 10:24:50
AM EDT

Title:

Deputy Budget Director

Budget Director

Department:

Budget

Date:

05/13/2026

Date:

05/13/2026

RESOLUTION No. _____ 20

WHEREAS, there is pending before this Honorable Board legislation to authorize the County of Westchester to issue bonds in connection with capital project WD305 – “Water District #3 – Eastview Pumping Station” (“WD305”); and

WHEREAS, this Honorable Board has determined that the proposed action would constitute an action under Article 8 of the Environmental Conservation Law, known as the New York State Environmental Quality Review Act (“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 conducted coordinated review as permitted for Unlisted actions pursuant to Section 617.6(b)(3) of the implementing regulations and, having received no objections, is assuming the role of Lead Agency for the environmental review of this project; and

WHEREAS, in accordance with SEQR and its implementing regulations, a Full Environmental Assessment Form (“EAF”) has been prepared to assist this Honorable Board in its environmental assessment of this proposed action; and

WHEREAS, this Honorable Board has carefully considered the proposed action and has reviewed the attached 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 based upon the Honorable Board's review of the EAF and for the reasons set forth therein, this Board finds that there will be no significant adverse impact on the environment from capital project WD305; 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.

**Full Environmental Assessment Form
Part 1 - Project and Setting**

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project: Eastview Pumping Station and Transmission Main, Westchester County Water District No. 3		
Project Location (describe, and attach a general location map): South and north of Route 100C, Woods Road, west and east of Sprain Brook Parkway, Towns of Greenburgh and Mount Pleasant, Westchester County		
Brief Description of Proposed Action (include purpose or need): This proposed project is to construct a potable water pump station on the existing Eastview Distribution Chamber site and connect it to an existing Westchester County Water District #3 elevated water tower via a 16" transmission main. The transmission main will travel east along the south side of Grasslands Road (Route 100C), then turn north and follow Woods Road, eventually crossing east underneath the Sprain Brook Parkway to connect to the water tower. The potable water pump station will also connect to the Town of Greenburgh sanitary sewer system via a new force main that will run west along the south side of Route 100C and then south on Clearbrook Road. The goal of this project is to provide critical redundancy for the Westchester County Water District #3 water supply.		
Name of Applicant/Sponsor: County of Westchester		Telephone: 914-995-2000
		E-Mail:
Address: 148 Martine Avenue		
City/PO: White Plains	State: NY	Zip Code: 10601
Project Contact (if not same as sponsor; give name and title/role): Vincent Kopicki, Commissioner		Telephone: 914-813-5450
		E-Mail: vxk2@westchestergov.com
Address: 270 North Avenue		
City/PO: New Rochelle	State: NY	Zip Code: 10801
Property Owner (if not same as sponsor): Portion of project site owned by New York City Department of Environmental Protection		Telephone: 845-771-1118
		E-Mail: jgraff@dep.nyc.gov
Address: 669 County Highway 38		
City/PO: Arkville	State: NY	Zip Code: 12406

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)		
Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Council, Town Board, <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No or Village Board of Trustees	Town of Greenburgh, Town of Mount Pleasant	September 2026
b. City, Town or Village <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Planning Board or Commission	Town of Greenburgh (Slope, Wetlands, Trees) Town of Mount Pleasant (Wetlands)	September 2026
c. City, Town or <input type="checkbox"/> Yes <input type="checkbox"/> No Village Zoning Board of Appeals		
d. Other local agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NYCDEP - Land Use Permit	September 2026
e. County agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Westchester County Department of Health - modifications to Public Water Supply approval	September 2026
f. Regional agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
g. State agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NYSDEC (SWPPP/Wetlands); NYSDOT (Highway Work Permit), NYS SHPO (consultation)	September 2026
h. Federal agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
iii. Is the project site within a Coastal Erosion Hazard Area?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

C. Planning and Zoning

C.1. Planning and zoning actions.	
Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<ul style="list-style-type: none"> • If Yes, complete sections C, F and G. • If No, proceed to question C.2 and complete all remaining sections and questions in Part I 	
C.2. Adopted land use plans.	
a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, identify the plan(s): Town of Greenburgh is a Greenway Compact Community.	

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes, identify the plan(s):	

C.3. Zoning	
a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. If Yes, what is the zoning classification(s) including any applicable overlay district? Greenburgh: R-20 One-Family Residence, PD (nonresidential planned development); Mount Pleasant: R-40 One Family Residential	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
b. Is the use permitted or allowed by a special or conditional use permit?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
c. Is a zoning change requested as part of the proposed action? If Yes, i. What is the proposed new zoning for the site?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
C.4. Existing community services.	
a. In what school district is the project site located? Pocantico Hills	
b. What police or other public protection forces serve the project site? Greenburgh Police Department, Mount Pleasant Police Department	
c. Which fire protection and emergency medical services serve the project site? Elmsford Fire Department & Greenburgh EMS; Grasslands Fire Department & EMS; Valhalla Fire Department & EMS	
d. What parks serve the project site? N/A	

D. Project Details

D.1. Proposed and Potential Development	
a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Utility - water supply distribution	
b. a. Total acreage of the site of the proposed action? _____ 217 acres b. Total acreage to be physically disturbed? _____ 2.25 acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ 525 acres	
c. Is the proposed action an expansion of an existing project or use? i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: +/-2,900 SF; +/-6,890 LF	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
d. Is the proposed action a subdivision, or does it include a subdivision? If Yes, i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types) ii. Is a cluster/conservation layout proposed? iii. Number of lots proposed? _____ iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
e. Will the proposed action be constructed in multiple phases? i. If No, anticipated period of construction: _____ 18 months ii. If Yes: • Total number of phases anticipated _____ • Anticipated commencement date of phase 1 (including demolition) _____ month _____ year • Anticipated completion date of final phase _____ month _____ year • Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

f. Does the project include new residential uses? Yes No
 If Yes, show numbers of units proposed.

	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	_____	_____	_____	_____
At completion	_____	_____	_____	_____
of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)? Yes No
 If Yes,
 i. Total number of structures 1
 ii. Dimensions (in feet) of largest proposed structure: 19 height; 54.4 width; and 63.1 length
 iii. Approximate extent of building space to be heated or cooled: 5517 square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? Yes No
 If Yes,
 i. Purpose of the impoundment: Stormwater detention
 ii. If a water impoundment, the principal source of the water: Ground water Surface water streams Other specify: Stormwater runoff
 iii. If other than water, identify the type of impounded/contained liquids and their source. _____
 iv. Approximate size of the proposed impoundment. Volume: 0.02 million gallons; surface area: 0.08 acres
 v. Dimensions of the proposed dam or impounding structure: 4 height; 125 length
 vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): Regrading existing earth detention pond and adding a concrete head wall that will increase storage volume from 2,030 CF to 2,680 CF.

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? Yes No
 (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)
 If Yes:
 i. What is the purpose of the excavation or dredging? installation of underground water transmission main and construction of pump station
 ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?
 • Volume (specify tons or cubic yards): 3,300 cubic yards
 • Over what duration of time? 8 months
 iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____
 The predominant soil types in the project area are Udorthents (Ub) and Paxton fine sandy loam (PnB and PnC). On site soils that are suitable for backfill will be reused. Those that are not reused will be hauled off site for reuse or disposal in accordance with state and federal regulations.
 iv. Will there be onsite dewatering or processing of excavated materials? Yes No
 If yes, describe. On-site dewatering of groundwater encountered during excavation may occur. Groundwater will be pumped through a filter before being discharged to stormwater conveyance structures (either existing detention basin or stormwater swales for pipeline work).
 v. What is the total area to be dredged or excavated? 0.9 acres
 vi. What is the maximum area to be worked at any one time? 0.08 acres
 vii. What would be the maximum depth of excavation or dredging? 25 feet
 viii. Will the excavation require blasting? Yes No
 ix. Summarize site reclamation goals and plan: _____

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? Yes No
 If Yes:
 i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): Pipeline installation will impact the federal Riverine wetlands (R3UBH), the associated Class C stream, and delineated wetlands located on the east and west sides of the Sprain Brook Parkway, north of Route 100C as well as the freshwater forested/ shrub wetland (PFO1C) to the west of the pump station and the associated Class C Stream that runs north and south across Route 100C.

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:
 The proposed transmission main and force main will be installed approximately 10 feet below ground surface, underneath the referenced wetlands using jacking and boring or directional drilling methods to avoid surface disturbances to the wetland and stream. The project will disturb approximately 0.15 acres of wetland buffer area. No disturbance or restoration of wetlands is planned.

iii. Will the proposed action cause or result in disturbance to bottom sediments? Yes No

If Yes, describe: _____

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? Yes No

If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

c. Will the proposed action use, or create a new demand for water? Yes No

If Yes:

i. Total anticipated water usage/demand per day: _____ gallons/day

ii. Will the proposed action obtain water from an existing public water supply? Yes No

If Yes:

- Name of district or service area: _____
- Does the existing public water supply have capacity to serve the proposal? Yes No
- Is the project site in the existing district? Yes No
- Is expansion of the district needed? Yes No
- Do existing lines serve the project site? Yes No

iii. Will line extension within an existing district be necessary to supply the project? Yes No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____
- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site? Yes No

If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? Yes No

If Yes:

i. Total anticipated liquid waste generation per day: _____ 1500 gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____

Water quality analyzer discharge and sanitary wastewater

iii. Will the proposed action use any existing public wastewater treatment facilities? Yes No

If Yes:

- Name of wastewater treatment plant to be used: Yonkers
- Name of district: Town of Greenburgh North Elmsford Sewer District, within Westchester County's Saw Mill Sewer District
- Does the existing wastewater treatment plant have capacity to serve the project? Yes No
- Is the project site in the existing district? Yes No
- Is expansion of the district needed? Expansion of North Elmsford Sewer District only is needed Yes No

Yes No
 Yes No

Do existing sewer lines serve the project site?
 Will a line extension within an existing district be necessary to serve the project?
 If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____

Approximately 1800 ft of 2" HDPE force main will be constructed in the Route 100C and Clearbrook Road right-of-ways. It will connect the pump station to the existing Town of Greenburgh sanitary sewer system at a manhole in Clearbrook Road.

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? Yes No
 If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- What is the receiving water for the wastewater discharge? _____

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans):

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? Yes No
 If Yes:

i. How much impervious surface will the project create in relation to total size of project parcel?
 _____ Square feet or 0.38 acres (impervious surface)
 _____ Square feet or 67.4 acres (parcel size)

ii. Describe types of new point sources. New impervious area will result from roof of the new pump station, concrete pads and paved driveway. Runoff will be directed to on-site catch basins and stormwater drainage piping.

iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?
Stormwater drainage piping will be directed to a hydrodynamic separator and then a stormwater detention pond that is sized for the 100-year design storm. The pond has a rock lining that allows for some percolation. The pond overflow is routed to an open channel that eventually discharges to the Mine Brook.

• If to surface waters, identify receiving water bodies or wetlands: _____

• Will stormwater runoff flow to adjacent properties? Yes No

iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? Yes No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? Yes No
 If Yes, identify:

i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)
Maintenance vehicles, chemical delivery vehicles

ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)

iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)
One standby diesel generator (600kW)

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? Yes No
 If Yes:

i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) Yes No

ii. In addition to emissions as calculated in the application, the project will generate:

- _____ Tons/year (short tons) of Carbon Dioxide (CO₂)
- _____ Tons/year (short tons) of Nitrous Oxide (N₂O)
- _____ Tons/year (short tons) of Perfluorocarbons (PFCs)
- _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆)
- _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs)
- _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? Yes No

If Yes:

i. Estimate methane generation in tons/year (metric): _____

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? Yes No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? Yes No

If Yes:

i. When is the peak traffic expected (Check all that apply): Morning Evening Weekend
 Randomly between hours of _____ to _____.

ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____

iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____

iv. Does the proposed action include any shared use parking? Yes No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____

vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? Yes No

vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? Yes No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? Yes No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? Yes No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____
250,000 kWh

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

iii. Will the proposed action require a new, or an upgrade, to an existing substation? Yes No

l. Hours of operation. Answer all items which apply.

i. During Construction:

- Monday - Friday: _____ 7am-5pm _____
- Saturday: _____ N/A _____
- Sunday: _____ N/A _____
- Holidays: _____ N/A _____

ii. During Operations:

- Monday - Friday: _____ 24/7 Operation _____
- Saturday: _____
- Sunday: _____
- Holidays: _____

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? Yes No

If yes:

i. Provide details including sources, time of day and duration:
 During construction, there will be additional noise from construction vehicles and heavy equipment. Ambient noise levels are not expected to increase during operation of the pump station and transmission main.

ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? Yes No
 Describe: Approximately 13 trees will be removed near the proposed pump station. After construction, additional trees will be planted in accordance with Westchester County and Town of Greenburgh requirements.

n. Will the proposed action have outdoor lighting? Yes No

If yes:

i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:
 Exterior Wall Pack lighting will be located approximately 8 ft high on each wall of the pump station for operator safety, wall packs direct light down towards the ground as much as possible and are expected to be motion activated to only light when needed. Nearest occupied structure is 450 ft away.

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? Yes No
 Describe: Approximately 13 trees will be removed near the proposed pump station. After construction, additional trees will be planted in accordance with Westchester County and Town of Greenburgh requirements.

o. Does the proposed action have the potential to produce odors for more than one hour per day? Yes No
 If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures:

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? Yes No

If Yes:

i. Product(s) to be stored Sodium Hydroxide (25%) - 800 gal, Sodium Hypochlorite (12.5%) - 800 gal, Orthophosphate (34%) - 400 gal

ii. Volume(s) see note per unit time month (e.g., month, year) Approx. monthly demand: NaOH 400 gal; NaClO 750 gal; PO4 80 gal

iii. Generally, describe the proposed storage facilities:
 Chemical bulk storage tanks and day tanks within appropriate secondary containment inside the pump station building on ground floor level.

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? Yes No

If Yes:

i. Describe proposed treatment(s):

ii. Will the proposed action use Integrated Pest Management Practices? Yes No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? Yes No

If Yes:

i. Describe any solid waste(s) to be generated during construction or operation of the facility:

- Construction: _____ tons per _____ (unit of time)
- Operation : _____ tons per _____ (unit of time)

ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:

- Construction: _____
- Operation: _____

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

- Construction: _____
- Operation: _____

s. Does the proposed action include construction or modification of a solid waste management facility? Yes No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? Yes No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? Yes No

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: _____

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

Urban Industrial Commercial Residential (suburban) Rural (non-farm)

Forest Agriculture Aquatic Other (specify): institutional, transportation, utility, parkway lands

ii. If mix of uses, generally describe: _____

b. Land uses and covertypes on the project site.

Land use or Covertypes	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	0.8	0.98	+0.18
• Forested	0.52	0.39	-0.13
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	0.85	0.80	-0.05
• Agricultural (includes active orchards, field, greenhouse etc.)	0	0	0
• Surface water features (lakes, ponds, streams, rivers, etc.)	0.02	0.02	0
• Wetlands (freshwater or tidal)	0.06	0.06	0
• Non-vegetated (bare rock, earth or fill)	0	0	0
• Other Describe: _____			

c. Is the project site presently used by members of the community for public recreation? Yes No
 i. If Yes: explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? Yes No
 If Yes,
 i. Identify Facilities:
 Blythedale Children's Hospital, VOA Homeless Shelter, Westchester County Department of Corrections

e. Does the project site contain an existing dam? Yes No
 If Yes:
 i. Dimensions of the dam and impoundment:
 • Dam height: _____ feet
 • Dam length: _____ feet
 • Surface area: _____ acres
 • Volume impounded: _____ gallons OR acre-feet
 ii. Dam's existing hazard classification: _____
 iii. Provide date and summarize results of last inspection: _____

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? Yes No
 If Yes:
 i. Has the facility been formally closed? Yes No
 • If yes, cite sources/documentation: _____
 ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:

 iii. Describe any development constraints due to the prior solid waste activities: _____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? Yes No
 If Yes:
 i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? Yes No
 If Yes:
 i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: Yes No
 Yes – Spills Incidents database Provide DEC ID number(s): 1113788, 0400085, 0306233
 Yes – Environmental Site Remediation database Provide DEC ID number(s): _____
 Neither database
 ii. If site has been subject of RCRA corrective activities, describe control measures: _____

 iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? Yes No
 If yes, provide DEC ID number(s): V00263, 360039
 iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):
 The transmission main will be located adjacent to the Heritage Office Park Voluntary Cleanup Program remediation site V00263 near the intersection of Grasslands Road and Woods Road. The force main will be located approximately 2000 feet east of remediation site 360039. Both sites are classified as "N" for No Further Action at this Time. DEC Spills No. 1113788, 0400084, and 0306233 are all "Record Close" in the Spills Incidents database.

v. Is the project site subject to an institutional control limiting property uses? Yes No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? Yes No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? _____ >20 feet

b. Are there bedrock outcroppings on the project site? Yes No
 If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %

c. Predominant soil type(s) present on project site:

Paxton fine sandy loam (PnB, PnC)	46 %
Ridgebury complex (RdA, RdB)	6 %
Udorthents, smoothed (Ub)	41 %
Woodbridge Loam (WdB, WdA)	7 %

d. What is the average depth to the water table on the project site? Average: _____ >20 feet along transmission main;
2-5 ft near pump station

e. Drainage status of project site soils: Well Drained: _____ % of site
 Moderately Well Drained: 41 % of site
 Poorly Drained: 59 % of site

f. Approximate proportion of proposed action site with slopes: 0-10%: 88 % of site
 10-15%: 9 % of site
 15% or greater: 3 % of site

g. Are there any unique geologic features on the project site? Yes No
 If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? Yes No

ii. Do any wetlands or other waterbodies adjoin the project site? Yes No

If Yes to either i or ii, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? Yes No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name 859-10, 935-42 Classification C
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name Federal Waters, Federal Waters, Federal Waters,... Approximate Size _____
- Wetland No. (if regulated by DEC) _____

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? Yes No
 If yes, name of impaired water body/bodies and basis for listing as impaired: _____

i. Is the project site in a designated Floodway? Yes No

j. Is the project site in the 100-year Floodplain? Yes No

k. Is the project site in the 500-year Floodplain? Yes No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? Yes No
 If Yes:
 i. Name of aquifer: _____

<p>m. Identify the predominant wildlife species that occupy or use the project site: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; border-bottom: 1px solid black;">Gray Squirrel</td> <td style="width: 33%; border-bottom: 1px solid black;">White tailed deer</td> <td style="width: 33%; border-bottom: 1px solid black;">Striped Skunk</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Raccoon</td> <td style="border-bottom: 1px solid black;">American Robin</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;">Rock Pigeon</td> <td style="border-bottom: 1px solid black;">American Crow</td> <td style="border-bottom: 1px solid black;"></td> </tr> </table>			Gray Squirrel	White tailed deer	Striped Skunk	Raccoon	American Robin		Rock Pigeon	American Crow	
Gray Squirrel	White tailed deer	Striped Skunk									
Raccoon	American Robin										
Rock Pigeon	American Crow										
<p>n. Does the project site contain a designated significant natural community? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Describe the habitat/community (composition, function, and basis for designation): _____</p> <p>ii. Source(s) of description or evaluation: _____</p> <p>iii. Extent of community/habitat:</p> <ul style="list-style-type: none"> • Currently: _____ acres • Following completion of project as proposed: _____ acres • Gain or loss (indicate + or -): _____ acres 											
<p>o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Species and listing (endangered or threatened): _____</p> <p>_____</p> <p>_____</p>											
<p>p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Species and listing: _____</p> <p>_____</p>											
<p>q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, give a brief description of how the proposed action may affect that use: _____</p> <p>_____</p>											
<p>E.3. Designated Public Resources On or Near Project Site</p>											
<p>a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes, provide county plus district name/number: _____</p>											
<p>b. Are agricultural lands consisting of highly productive soils present? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>i. If Yes: acreage(s) on project site? _____</p> <p>ii. Source(s) of soil rating(s): _____</p>											
<p>c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Nature of the natural landmark: <input type="checkbox"/> Biological Community <input type="checkbox"/> Geological Feature</p> <p>ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____</p> <p>_____</p> <p>_____</p>											
<p>d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. CEA name: _____</p> <p>ii. Basis for designation: _____</p> <p>iii. Designating agency and date: _____</p>											

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? Yes No

If Yes:

i. Nature of historic/archaeological resource: Archaeological Site Historic Building or District

ii. Name: Hammond House

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

f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? Yes No

g. Have additional archaeological or historic site(s) or resources been identified on the project site? Yes No

If Yes:

i. Describe possible resource(s): Historic and archeological resources have been identified nearby, but none within project boundaries. However,

ii. Basis for identification: Phase 1A survey suggests certain (undisturbed) areas may have the potential for precontact findings.

h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? Yes No

If Yes:

i. Identify resource: _____

ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____

iii. Distance between project and resource: _____ miles.

i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? Yes No

If Yes:

i. Identify the name of the river and its designation: _____

ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? Yes No

F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

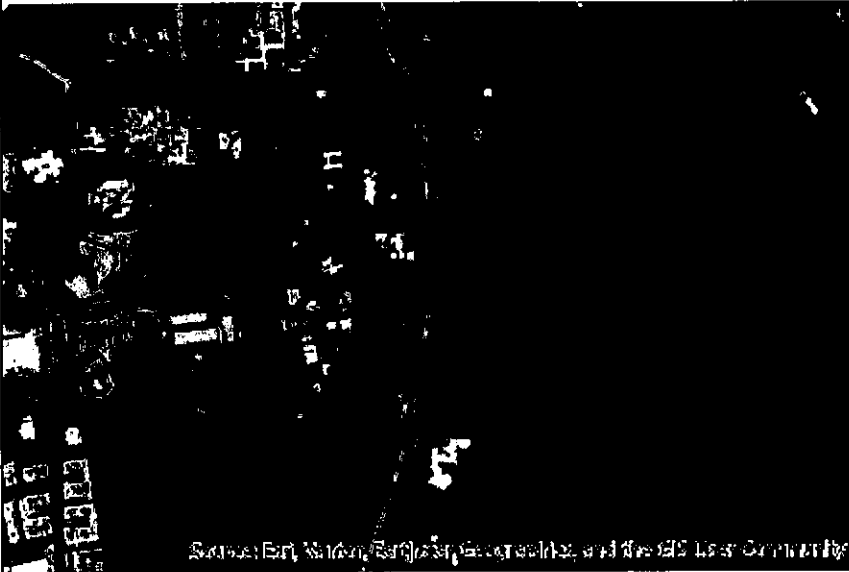
G. Verification

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

Applicant/Sponsor Name County of Westchester Date June 6, 2025 (Revised March 31, 2026)

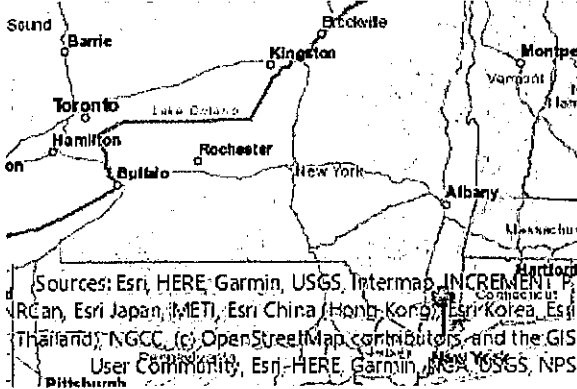
Signature  Title Assistant Commissioner, Department of Planning

PRINT FORM



Sources: Esri, Garmin, HERE, DeLorme, Swatch, and the GIS User Community

Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources to confirm data provided by the Mapper or to obtain data not provided by the Mapper.



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENTAL P, RCAN, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri Thailand, NGCC, (c) OpenStreetMap contributors, and the GIS User Community, Esri, HERE, Garmin, USGS, NPS

B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	Yes
E.1.h.iii [Within 2,000' of DEC Remediation Site - DEC ID]	V00263, 360039
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
E.2.h.ii [Surface Water Features]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
E.2.h.iv [Surface Water Features - Stream Name]	859-10, 935-42
E.2.h.iv [Surface Water Features - Stream Classification]	C

E.2.h.iv [Surface Water Features - Wetlands Name]	Federal Waters
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	No
E.2.k. [500 Year Floodplain]	No
E.2.l. [Aquifers]	No
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	No
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Yes - Digital mapping data for archaeological site boundaries are not available. Refer to EAF Workbook.
E.3.e.ii [National or State Register of Historic Places or State Eligible Sites - Name]	Hammond House
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No

Full Environmental Assessment Form
Part 2 - Identification of Potential Project Impacts

Agency Use Only [If applicable]
 Project : WD305 Eastview Pump Station & Main
 Date : March 2026

Part 2 is to be completed by the lead agency. Part 2 is designed to help the lead agency inventory all potential resources that could be affected by a proposed project or action. We recognize that the lead agency's reviewer(s) will not necessarily be environmental professionals. So, the questions are designed to walk a reviewer through the assessment process by providing a series of questions that can be answered using the information found in Part 1. To further assist the lead agency in completing Part 2, the form identifies the most relevant questions in Part 1 that will provide the information needed to answer the Part 2 question. When Part 2 is completed, the lead agency will have identified the relevant environmental areas that may be impacted by the proposed activity.

If the lead agency is a state agency and the action is in any Coastal Area, complete the Coastal Assessment Form before proceeding with this assessment.

Tips for completing Part 2:

- Review all of the information provided in Part 1.
- Review any application, maps, supporting materials and the Full EAF Workbook.
- Answer each of the 18 questions in Part 2.
- If you answer "Yes" to a numbered question, please complete all the questions that follow in that section.
- If you answer "No" to a numbered question, move on to the next numbered question.
- Check appropriate column to indicate the anticipated size of the impact.
- Proposed projects that would exceed a numeric threshold contained in a question should result in the reviewing agency checking the box "Moderate to large impact may occur."
- The reviewer is not expected to be an expert in environmental analysis.
- If you are not sure or undecided about the size of an impact, it may help to review the sub-questions for the general question and consult the workbook.
- When answering a question consider all components of the proposed activity, that is, the "whole action".
- Consider the possibility for long-term and cumulative impacts as well as direct impacts.
- Answer the question in a reasonable manner considering the scale and context of the project.

1. Impact on Land Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1) <i>If "Yes", answer questions a - j. If "No", move on to Section 2.</i>			
	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES	
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may involve construction on land where depth to water table is less than 3 feet.	E2d	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	D1e	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).	D2e, D2q	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

2. Impact on Geological Features The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g) <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES <i>If "Yes", answer questions a - c. If "No", move on to Section 3.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Identify the specific land form(s) attached: _____	E2g	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____	E3c	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

3. Impacts on Surface Water The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h) <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES <i>If "Yes", answer questions a - l. If "No", move on to Section 4.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may create a new water body.	D2b, D1h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in an increase or decrease of over 10% or more than a 10 acre increase or decrease in the surface area of any body of water.	D2b	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.	E2h	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).	D2d	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.	D2e	<input checked="" type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.	E2h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may involve the application of pesticides or herbicides in or around any water body.	D2q, E2h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.	D1a, D2d	<input checked="" type="checkbox"/>	<input type="checkbox"/>

I. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
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4. Impact on groundwater The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer. (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t) <i>If "Yes", answer questions a - h. If "No", move on to Section 5.</i>			
		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.	D2c	<input type="checkbox"/>	<input type="checkbox"/>
b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer. Cite Source: _____	D2c	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2i	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated.	D2c, E1f, E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E2i	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources.	E2h, D2q, E2i, D2c	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

5. Impact on Flooding The proposed action may result in development on lands subject to flooding. (See Part 1. E.2) <i>If "Yes", answer questions a - g. If "No", move on to Section 6.</i>			
		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in development in a designated floodway.	E2i	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in development within a 100 year floodplain.	E2j	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in development within a 500 year floodplain.	E2k	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	<input type="checkbox"/>	<input type="checkbox"/>
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	E1e	<input type="checkbox"/>	<input type="checkbox"/>

g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
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6. Impacts on Air			
The proposed action may include a state regulated air emission source. (See Part 1. D.2.f., D.2.h, D.2.g) <i>If "Yes", answer questions a - f. If "No", move on to Section 7.</i>		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels: i. More than 1000 tons/year of carbon dioxide (CO ₂) ii. More than 3.5 tons/year of nitrous oxide (N ₂ O) iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs) iv. More than .045 tons/year of sulfur hexafluoride (SF ₆) v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions vi. 43 tons/year or more of methane	D2g D2g D2g D2g D2g D2h	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour.	D2f, D2g	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may reach 50% of any of the thresholds in "a" through "c", above.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

7. Impact on Plants and Animals			
The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. m.-q.) <i>If "Yes", answer questions a - j. If "No", move on to Section 8.</i>		<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2o	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government.	E2o	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may cause reduction in population, or loss of individuals, of any species of special concern or conservation need, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2p	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in a reduction or degradation of any habitat used by any species of special concern and conservation need, as listed by New York State or the Federal government.	E2p	<input checked="" type="checkbox"/>	<input type="checkbox"/>

e. The proposed action may diminish the capacity of a registered National Natural Landmark to support the biological community it was established to protect.	E3c	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community. Source: _____	E2n	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may substantially interfere with nesting/breeding, foraging, or over-wintering habitat for the predominant species that occupy or use the project site.	E2m	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. The proposed action requires the conversion of more than 10 acres of forest, grassland or any other regionally or locally important habitat. Habitat type & information source: _____	E1b	<input checked="" type="checkbox"/>	<input type="checkbox"/>
i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.	D2q	<input checked="" type="checkbox"/>	<input type="checkbox"/>
j. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

8. Impact on Agricultural Resources		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.) <i>If "Yes", answer questions a - h. If "No", move on to Section 9.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.	E2c, E3b	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).	E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.	E3b	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District.	E1b, E3a	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may disrupt or prevent installation of an agricultural land management system.	E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.	C2c, C3, D2c, D2d	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.	C2c	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

9. Impact on Aesthetic Resources The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part 1. E.1.a, E.1.b, E.3.h.) <i>If "Yes", answer questions a - g. If "No", go to Section 10.</i>			
		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource.	E3h	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	E3h, C2b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may be visible from publicly accessible vantage points: i. Seasonally (e.g., screened by summer foliage, but visible during other seasons) ii. Year round	E3h	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
d. The situation or activity in which viewers are engaged while viewing the proposed action is: i. Routine travel by residents, including travel to and from work ii. Recreational or tourism based activities	E3h E2q, E1c	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	E3h	<input type="checkbox"/>	<input type="checkbox"/>
f. There are similar projects visible within the following distance of the proposed project: 0-1/2 mile 1/2 -3 mile 3-5 mile 5+ mile	D1a, E1a, D1f, D1g	<input type="checkbox"/>	<input type="checkbox"/>
g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

10. Impact on Historic and Archeological Resources The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.) <i>If "Yes", answer questions a - e. If "No", go to Section 11.</i>			
		<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on or has been nominated by the NYS Board of Historic Preservation for inclusion on the State or National Register of Historic Places.	E3e	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.	E3f	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory. Source: _____	E3g	<input checked="" type="checkbox"/>	<input type="checkbox"/>

d. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
e. If any of the above (a-d) are answered "Moderate to large impact may occur", continue with the following questions to help support conclusions in Part 3:			
i. The proposed action may result in the destruction or alteration of all or part of the site or property.	E3e, E3g, E3f	<input type="checkbox"/>	<input type="checkbox"/>
ii. The proposed action may result in the alteration of the property's setting or integrity.	E3e, E3f, E3g, E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property, or may alter its setting.	E3e, E3f, E3g, E3h, C2, C3	<input type="checkbox"/>	<input type="checkbox"/>

11. Impact on Open Space and Recreation The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan. <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES (See Part 1. C.2.c, E.1.c., E.2.q.) <i>If "Yes", answer questions a - e. If "No", go to Section 12.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in an impairment of natural functions, or "ecosystem services", provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat.	D2e, E1b, E2h, E2m, E2o, E2n, E2p	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c, E1c, E2q	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c	<input type="checkbox"/>	<input type="checkbox"/>
e. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

12. Impact on Critical Environmental Areas The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1. E.3.d) <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES <i>If "Yes", answer questions a - c. If "No", go to Section 13.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

13. Impact on Transportation
 The proposed action may result in a change to existing transportation systems. NO YES
 (See Part 1. D.2.j)
 If "Yes", answer questions a - f. If "No", go to Section 14.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Projected traffic increase may exceed capacity of existing road network.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action will degrade existing transit access.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

14. Impact on Energy
 The proposed action may cause an increase in the use of any form of energy. NO YES
 (See Part 1. D.2.k)
 If "Yes", answer questions a - e. If "No", go to Section 15.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action will require a new, or an upgrade to an existing, substation.	D2k	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use.	D1f, D1q, D2k	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.	D2k	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.	D1g	<input type="checkbox"/>	<input type="checkbox"/>
e. Other Impacts: _____ _____			

15. Impact on Noise, Odor, and Light
 The proposed action may result in an increase in noise, odors, or outdoor lighting. NO YES
 (See Part 1. D.2.m., n., and o.)
 If "Yes", answer questions a - f. If "No", go to Section 16.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may produce sound above noise levels established by local regulation.	D2m	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in blasting within 1,500 feet of any residence, hospital, school, licensed day care center, or nursing home.	D2m, E1d	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in routine odors for more than one hour per day.	D2o	<input type="checkbox"/>	<input type="checkbox"/>

d. The proposed action may result in light shining onto adjoining properties.	D2n	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

16. Impact on Human Health The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part I.D.2.q., E.1. d. f. g. and h.) <i>If "Yes", answer questions a - m. If "No", go to Section 17.</i>			
		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.	E1d	<input type="checkbox"/>	<input type="checkbox"/>
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement or deed restriction).	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may affect institutional control measures that were put in place to ensure that the site remains protective of the environment and human health.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action has adequate control measures in place to ensure that future generation, treatment and/or disposal of hazardous wastes will be protective of the environment and human health.	D2t	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f	<input type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s	<input type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste.	E1f, E1g E1h	<input type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.	E1f, E1g	<input type="checkbox"/>	<input type="checkbox"/>
l. The proposed action may result in the release of contaminated leachate from the project site.	D2s, E1f, D2r	<input type="checkbox"/>	<input type="checkbox"/>
m. Other impacts: _____ _____			

17. Consistency with Community Plans
 The proposed action is not consistent with adopted land use plans.
 (See Part 1. C.1, C.2. and C.3.)
If "Yes", answer questions a - h. If "No", go to Section 18.

NO YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action's land use components may be different from, or in sharp contrast to, current surrounding land use pattern(s).	C2, C3, D1a E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will cause the permanent population of the city, town or village in which the project is located to grow by more than 5%.	C2	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action is inconsistent with local land use plans or zoning regulations.	C2, C2, C3	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action is inconsistent with any County plans, or other regional land use plans.	C2, C2	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure.	C3, D1c, D1d, D1f, D1d, E1b	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action is located in an area characterized by low density development that will require new or expanded public infrastructure.	C4, D2c, D2d D2j	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)	C2a	<input type="checkbox"/>	<input type="checkbox"/>
h. Other: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

18. Consistency with Community Character
 The proposed project is inconsistent with the existing community character.
 (See Part 1. C.2, C.3, D.2, E.3)
If "Yes", answer questions a - g. If "No", proceed to Part 3.

NO YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may replace or eliminate existing facilities, structures, or areas of historic importance to the community.	E3e, E3f, E3g	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may create a demand for additional community services (e.g. schools, police and fire)	C4	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may displace affordable or low-income housing in an area where there is a shortage of such housing.	C2, C3, D1f D1g, E1a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources.	C2, E3	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action is inconsistent with the predominant architectural scale and character.	C2, C3	<input type="checkbox"/>	<input type="checkbox"/>
f. Proposed action is inconsistent with the character of the existing natural landscape.	C2, C3 E1a, E1b E2g, E2h	<input type="checkbox"/>	<input type="checkbox"/>
g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

PRINT FULL FORM

Full Environmental Assessment Form
Part 3 - Evaluation of the Magnitude and Importance of Project Impacts
and
Determination of Significance

Part 3 provides the reasons in support of the determination of significance. The lead agency must complete Part 3 for every question in Part 2 where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.

Based on the analysis in Part 3, the lead agency must decide whether to require an environmental impact statement to further assess the proposed action or whether available information is sufficient for the lead agency to conclude that the proposed action will not have a significant adverse environmental impact. By completing the certification on the next page, the lead agency can complete its determination of significance.

Reasons Supporting This Determination:

To complete this section:

- Identify the impact based on the Part 2 responses and describe its magnitude. Magnitude considers factors such as severity, size or extent of an impact.
- Assess the importance of the impact. Importance relates to the geographic scope, duration, probability of the impact occurring, number of people affected by the impact and any additional environmental consequences if the impact were to occur.
- The assessment should take into consideration any design element or project changes.
- Repeat this process for each Part 2 question where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.
- Provide the reason(s) why the impact may, or will not, result in a significant adverse environmental impact
- For Conditional Negative Declarations identify the specific condition(s) imposed that will modify the proposed action so that no significant adverse environmental impacts will result.
- Attach additional sheets, as needed.

Impact on Land: Most of the project area is disturbed, consisting of existing public facilities and roadways. Only in the vicinity of the pump station may the water table be less than 3 feet deep. The pump station will occupy an area less than 3,500 SF and will be adjacent to the existing underground water meter chamber. Only a small section of pipeline will traverse land with slopes in excess of 15%. Minimal impacts are anticipated since the pipeline installation involves a 6-8 foot wide trench that will be backfilled and restored, with erosion/sediment controls in place during construction. Although construction will take over a year, it will be done in segments with sections stabilized as they are completed.

Impact on Water: Both the water main and the sewer line will need to cross a small stream and associated wetlands in different locations. In these areas, jack and bore or horizontal auger boring at depths of 7-10 feet will be employed to avoid surface disturbances and impacts to the streams and wetlands. Appropriate erosion and sediment controls will prevent wetland impacts where the main will be located within the wetland buffer zone on the east side of the parkway. Stormwater runoff from the added impervious surfaces associated with the pump station will be mitigated for quantity and quality by the installation of new drainage structures, including a hydrodynamic separator, prior to discharging to the existing on-site detention pond, which will be regraded and sized to handle the 100-year frequency storm.

Impact on Plants and Animals: Approximately 13 trees between 6-inch and 30-inch DBH will need to be removed to construct the pump station. These trees are on the east edge of the clearing that was previously made for the construction of water meter chamber and, as such, will not have an appreciable impact on habitat. The force main on the east side of the parkway will be routed to stay beyond the dripline of trees as much as possible, but a half dozen trees may be impacted. No endangered or threatened species or rare animals and plants have been identified using federal and state online resource tools. Nevertheless, timing of tree removals will be adjusted to avoid impacts to specific wildlife as may be required by NYSDEC. For the tree removals at the pump station site, which is NYCDEP property, tree replacements equivalent in total diameter will be provided, but must be planted off-site and will be coordinated with NYCDEP. Trees that need to be removed on the water tower site will be replaced with native species on a 2:1 ratio.

Impact on Historic and Archaeological Resources: The proposed pump station will be located 700 feet away from Hammond House and the proposed sewer main that will pass in front of Hammond House will be installed underground on the south side of Route 100C. NYS Office of Parks, Recreation and Historic Preservation has reviewed the overall project and has determined that here will be no adverse impact on historic or archaeological resources from this project.

Determination of Significance - Type 1 and Unlisted Actions

SEQR Status: Type 1 Unlisted

Identify portions of EAF completed for this Project: Part 1 Part 2 Part 3

Upon review of the information recorded on this EAF, as noted, plus this additional support information

and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the County of Westchester, acting by and through its Board of Legislators, _____ as lead agency that:

A. This project will result in no significant adverse impacts on the environment, and, therefore, an environmental impact statement need not be prepared. Accordingly, this negative declaration is issued.

B. Although this project could have a significant adverse impact on the environment, that impact will be avoided or substantially mitigated because of the following conditions which will be required by the lead agency:

There will, therefore, be no significant adverse impacts from the project as conditioned, and, therefore, this conditioned negative declaration is issued. A conditioned negative declaration may be used only for UNLISTED actions (see 6 NYCRR 617.d).

C. This Project may result in one or more significant adverse impacts on the environment, and an environmental impact statement must be prepared to further assess the impact(s) and possible mitigation and to explore alternatives to avoid or reduce those impacts. Accordingly, this positive declaration is issued.

Name of Action: Eastview Pumping Station and Transmission Main, Westchester County Water District #3

Name of Lead Agency: County of Westchester

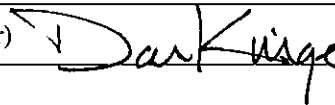
Name of Responsible Officer in Lead Agency: Malika Vanderberg

Title of Responsible Officer: Clerk and Chief Administrative Officer of the Board of Legislators

Signature of Responsible Officer in Lead Agency:

Date:

Signature of Preparer (if different from Responsible Officer)



Date: March 31, 2026

For Further Information:

Contact Person: David S. Kvinge, Assistant Commissioner, Department of Planning

Address: 148 Martine Avenue, White Plains, NY 10601

Telephone Number: 914-995-4400

E-mail: dsk2@WestchesterCountyNY.gov

For Type 1 Actions and Conditioned Negative Declarations, a copy of this Notice is sent to:

Chief Executive Officer of the political subdivision in which the action will be principally located (e.g., Town / City / Village of)


Other involved agencies (if any)

Applicant (if any)

Environmental Notice Bulletin: <http://www.dec.ny.gov/enb/enb.html>

PRINT FULL FORM

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: March 31, 2026

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT
WD305 COUNTY WATER DISTRICT #3 – EASTVIEW PUMPING STATION**

The Planning Department has reviewed the above referenced capital project (Fact Sheet Unique ID: 3093) in accordance with the State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617 (SEQR).

Pursuant to SEQR, this project is an Unlisted action. As required by the New York City Department of Environmental Protection for its land use approval, as well as by the New York State Environmental Facilities Corporation (EFC) to qualify for financing assistance, a Full Environmental Assessment Form was prepared for the project and coordinated review was initiated on behalf of the Board of Legislators.

In accordance with the procedures for coordinated review, a notice of intent for the County to serve as Lead Agency was distributed to involved and interested agencies on June 6, 2025. Since no objections were received, the Board of Legislators may assume the role of Lead Agency for the environmental review of this project. Attached is the Full Environmental Assessment Form for consideration by the Board of Legislators.

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

DSK/cnm

Att.

cc: Emily Saltzman, Director of Operations
Paula Friedman, Assistant to the County Executive
Tami Altschiller, Assistant Chief Deputy County Attorney
Blanca P. Lopez, Commissioner of Planning
Dianne Vanadia, Associate Budget Director
Jazmin Logan, Environmental Project Director - Capital Programs (DEF)
Robert Zambardino, Program Coordinator – Capital Programs (DEF)
Susan Darling, Chief Planner
Claudia Maxwell, Principal Environmental Planner

ACT NO. _____ - 20_____

AN ACT to increase and improve Westchester County Water District No. 3 facilities to carry out capital project WD305 in accordance with the recommendations of the District Report of Department of Environmental Facilities subject to an order of the Comptroller of the State of New York

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

Section 1. This Board finds, after holding a public hearing pursuant to Section 268 of Article 5-A of the New York County Law, that the proposed increase and improvement to Westchester County Water District No. 3 (“District”), described as Capital Project WD305 – County Water District #3 – Eastview Pumping Station (“WD305”) as set forth in the District Report of the Department of Environmental Facilities dated December 23, 2025 (“District Report”), at a maximum estimated cost of Forty-Two Million Four Hundred Thousand (\$42,400,000) Dollars, is necessary for the proper maintenance and service of District facilities, therefore is in the public interest in order to ensure a continuous, uninterrupted supply of drinking water to District users in compliance with federal, state and local regulatory requirements, and is the best, most cost-effective option available for this purpose.

§2. The County of Westchester, on behalf of the District is hereby authorized and empowered to proceed with the increase and improvement for the District substantially in accordance with the District Report, subject to an order of the Comptroller of the State of New York approving the expenditure of bonds of the County. The expense shall be proportioned among all taxable parcels in the County

§3. The Clerk of the Board of Legislators shall, within ten (10) days of the enactment of this Act, cause certified copies of this Act to be filed with and recorded in the Office of the

County Clerk and shall also file certified copies of this Act with the State Department of Audit and Control in Albany, New York.

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

§5. This Act shall take effect immediately.

WESTCHESTER COUNTY DEPARTMENT OF ENVIRONMENTAL FACILITIES

DISTRICT REPORT
FOR
WESTCHESTER COUNTY
WATER DISTRICT NO. 3

CAPITAL PROJECT WD305
COUNTY WATER DISTRICT NO. 3 – EASTVIEW PUMPING STATION

Dated: December 23, 2025

Vincent F. Kopicki, P.E.
Commissioner

I. INTRODUCTION

The Department of Environmental Facilities (the “Department”), on behalf of Westchester County Water District No. 3 (the “District”), is proposing an increase and improvement of District facilities, which is necessary for the continued effective operation of the District. On November 27, 2014, the Westchester County Board of Legislators approved Bond Act No. 197-2017 in an amount not-to-exceed \$2,400,000 to finance the design for the following capital project. At that time it was determined that the estimated average increase per parcel fell below the \$8.00 threshold set for county water districts and published in the 2017 annual guidelines and thus did not necessitate approval by the New York State Comptroller’s Office (see attached). The Department at this time is seeking approval to authorize a bond act of the County, in an amount not-to-exceed \$40,000,000 to finance the construction management and construction costs for the following capital project:

County Water District No. 3 – Eastview Pumping Station – WD305

This capital project (the “Project” or “WD305”) will provide for the design, construction management, and construction for installation of a new drinking water pumping station, the Eastview Pumping Station, to provide ultraviolet (“UV”) treated drinking water to the District. The new pumping station will obtain UV treated water from the County’s Eastview Distribution Chamber which currently receives UV treated water from New York City DEP’s Catskill-Delaware UV Water Disinfection Facility located in Eastview. The Eastview Pumping Station will be built adjacent to the Eastview Distribution Chamber and, along with a 16-inch transmission main, will provide UV treated water to the District. The Gate of Heaven (“GOH”) Pumping Station is currently the primary supply of drinking water for the Valhalla Campus’s 1.5 million gallon elevated water storage tower. Presently the District is in compliance with the EPA’s Long Term 2 Surface Water Treatment Rule for enhanced disinfection treatment because the GOH Pumping Station provides for UV treatment. However, it should be noted that additional infrastructure improvements to the District are needed to comply with NYSDOH regulations to provide the required supply redundancy. Therefore, the Eastview Pumping Station and the GOH Pumping Station will provide redundant supplies of UV treated drinking water for the District.

The estimated ultimate cost of this Project is projected to be \$42,400,000. Bonds of the County were previously authorized for the design portion of the work, for an amount not-to-exceed \$2,400,000. The Department proposes to authorize bonds of the County for the construction management and construction portions of the work at this time, which is equal to an amount not-to-exceed \$40,000,000.

II. BACKGROUND

By Act No. 63-1977 (the “Act”), the Westchester County Board of Legislators established the District comprising the territorial limits of the Valhalla Campus at Grasslands. The District provides water to over fifty separate County, State, and private facilities including, but not limited to, the Westchester Medical Center, County Department of Corrections, Public Works and Transportation, Social Services, Emergency Services, The New York Medical College, and the

New York State Department of Transportation. The average daily consumption rate for the District is approximately 0.75 million gallons. Consumers of District water are both County and non-County users and are billed for their water consumption and related District costs.

III. THE RECOMMENDED PROJECT

This report recommends the approval of the following Project, which represents an increase, addition and improvement to the facilities of the District:

County Water District No. 3 – Eastview Pumping Station – WD305

This project will fund the design, construction management, and construction for installation of the Eastview Pumping Station to provide UV treated drinking water to the District. The new pumping station will obtain UV treated water from the County's Eastview Distribution Chamber which currently receives its UV treated water from the New York City DEP's Catskill-Delaware UV Water Disinfection Facility, located in Eastview. The new pumping station will be built adjacent to the Eastview Distribution Chamber and will pump UV treated water, via a new 16-inch diameter transmission main, to the district's water storage tank. The pumping station will also provide disinfection and corrosion control treatment prior to the water leaving the station.

The cost of the proposed Project will be assessed countywide as described below. The estimated ultimate total cost of this Project is projected to be \$42,400,000.

IV. EFFECT ON COST OF OPERATION

The Department anticipates that WD305 will involve on-going operating costs above the current operating budget for additional water treatment, power consumption, and regular equipment maintenance. The anticipated additional cost is \$120,000 annually.

The District is not a typical district, as it does not consist of any private one or two family homes. It does not include any property owned by individual private property owners, but rather it is a District wholly owned by the County. Accordingly, the typical District property is owned by the County and district improvements are not taxed to or paid for by private property owners or the "Typical One- or Two-Family Home" as defined in 2 NYCRR Section 85.2. Therefore, the cost to the "typical property" must be calculated over all taxable parcels in the County. The County Finance Department has advised that debt issuances associated with the District capital expenses are expensed through bills to the County's General Fund and are a contributing factor to the County's tax levy. The District's Operating Budget is also a contributing factor to the County's Tax Levy.

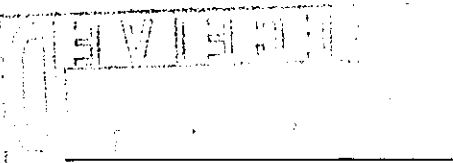
The Department, in conjunction with the County Finance Department has calculated that the average cost that will result from the increase and improvement to the facilities of the District in connection with this Project equates to an estimated annual debt payment of \$2,729,087.50.

Added to the above-mentioned additional operating costs, this results in a total annual cost of \$2,849,087.50, which, if distributed over the 259,920 taxable parcels in the County, equates to an estimated average increase in tax assessment of \$10.96 per parcel.¹

V. FINDINGS AND RECOMMENDATIONS

The Department has carefully reviewed the proposed increase and improvement of District facilities and recommends approval of the above referenced Project. The new Eastview Pumping Station and associated 16-inch transmission main as well as related infrastructure maintenance and improvements are necessary to continue with uninterrupted supply of water to District customers. Based on its review, the Department has determined that the proposed improvements are the best, most cost effective option available to the County.

At this time, it is recommended that the aforementioned increase and improvement of District facilities be funded by the issuance of bonds of the County in an amount not-to-exceed \$40,000,000 for construction and construction management of the Project. The Department recommends assessing the cost of these improvements County-wide.


¹ The cost was calculated, per §268 of Article 5-A, based on debt service, operation and maintenance (“O&M”) and other charges, related to the improvements in the first year in which both principal and interest on any indebtedness and O&M will be paid.

ACT NO. _____ - 20_____

AN ACT to authorize the Chairman of the Board of Legislators or his authorized designee to execute all instruments and take all actions reasonable, necessary and appropriate to petition the Comptroller of the State of New York pursuant to Section 268 of Article 5-A of the New York State County Law for an order approving the County's issuance of bonds for an increase and improvement of facilities of County Water District No. 3

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

Section 1. This Board finds, after holding a public hearing pursuant to Section 268 of Article 5-A of the New York County Law, that the proposed increase and improvement to Westchester County Water District No. 3 ("District"), described as Capital Project WD305 – County Water District #3 – Eastview Pumping Station ("WD305") as set forth in the District Report of the Department of Environmental Facilities dated December 23, 2025 ("District Report"), at a maximum estimated cost of Forty-Two Million Four Hundred Thousand (\$42,400,000) Dollars, is necessary for the proper maintenance and service of District facilities, therefore is in the public interest in order to ensure a continuous, uninterrupted supply of drinking water to District users in compliance with federal, state and local regulatory requirements, and is the best, most cost-effective option available for this purpose. Accordingly, Act No. _____-20_____ was duly adopted by this Board on _____.

§2. This Board finds that pursuant to Section 268 of Article 5-A of the New York County Law, in order to proceed with the proposed increase and improvement to the District, approval of the Comptroller of the State of New York is required.

§3. The Chairman of the Board of the Board or his authorized designee is hereby directed and empowered to execute all instruments and take all actions reasonable, necessary and appropriate to petition the Comptroller of the State of New York pursuant to Section 268 of Article 5-A of the New York County Law for an order approving the County's issuance of bonds of the County in an amount not to exceed Forty Million (\$40,000,000) Dollars for the proposed increase and improvement of District facilities substantially in accordance with the District Report.

§4. This Act shall take effect immediately.

RESOLUTION NO. ____ - 20 ____

WHEREAS, the Westchester County Board of Supervisors, now known as the Westchester County Board of Legislators duly established Water District No. 3 (the "District") in the County of Westchester, New York by Act No. 63-1977, and

WHEREAS, by Act No. ____-20____, which was duly adopted by this Honorable Board on _____, 20____, pursuant to the requirements of Section 268 of the New York County Law, this Board found that the proposed increase and improvement of facilities of the District described as Capital Project WD305 – County Water District #3 – Eastview Pumping Station (“WD305”) as set forth in the report of the Department of Environmental Facilities dated December 23, 2025 (the "District Report"), is necessary for the proper maintenance and service of District facilities, therefore is in the public interest in order to ensure a continuous, uninterrupted supply of drinking water to District users in compliance with federal, state and local regulatory requirements, and is the best, most cost-effective option available for this purpose; and

WHEREAS, pursuant to Article 5-A of the New York County Law, in order to proceed with the proposed increase and improvement of the facilities of the District, approval of the Comptroller of the State of New York (the “State Comptroller”) is required; and

WHEREAS, by Act No. ____-20____, the Chairman of the Board of Legislators or his authorized designee, was directed to make an application to the State Comptroller (“Application to the State Comptroller”) for an order approving the expenditure for the increase and improvement of District facilities, which design, construction management and construction cost of the a pumping station and transmission main or mains for the conveyance of UV-treated drinking water from the New York City Department of Environmental Protection (“DEP”) ultraviolet (“UV”) Disinfection Treatment Facility at Eastview in the Town of Mount Pleasant is to be financed by previously authorized bonds of the County in the amount of \$2,400,000, and the issuance of bonds of the County in an amount not to exceed \$40,000,000 to finance a portion of the cost of construction management and

construction of a pumping station and transmission main or mains for the conveyance of treated water from the DEP's UV Light Disinfection Facility at Eastview in the Town of Mount Pleasant to County the District. 3, including ancillary or related work and incidental expenses; and

WHEREAS, the regulations of the State Comptroller require that additional determinations be made by this Board with respect to the Application to the State Comptroller.

NOW, THEREFORE, BE IT

RESOLVED, that by Act No. _____-20___, which was duly adopted by this Honorable Board on _____, 20___, this Honorable Board, directed the preparation of the Application to the State Comptroller; and it is further

RESOLVED, that this Honorable Board, believes that the contents of the Application to the State Comptroller, which has been submitted to this Board for review, are accurate; and it is further

RESOLVED, that this Honorable Board, having adopted Act No. _____-20_____, which found that the improvements proposed in the District Report were in the public interest, and now, having reviewed the Application to the State Comptroller, reaffirms its earlier determination and further finds that the proposed improvements will not constitute an undue burden on the property which will bear the cost thereof and to the extent that the cost of the proposed improvements will be assessed in whole or in part against benefited property, that all real property to be so assessed will be benefited by the proposed improvements and that no benefited property will be excluded; and it is further

RESOLVED, that this Resolution shall take effect immediately.

ACT No. _____ 2026

An Act amending the 2026 County
Capital Budget Appropriations for
Capital Project WD305 COUNTY
WATER DISTRICT #3 - EASTVIEW
PUMPING STATION

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	\$32,400,000	\$10,000,000	\$42,400,000

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	\$32,400,000	\$10,000,000	\$42,400,000
Non County Shares	\$0		\$0
Cash	\$0		\$0
Total	\$32,400,000	\$10,000,000	\$42,400,000

Section 3. The ACT shall take effect immediately.

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: WD305

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 \$ 40,000,000 PPU 30 Anticipated Interest Rate 4.27%

Anticipated Annual Cost (Principal and Interest): \$ 2,411,542

Total Debt Service (Annual Cost x Term): \$ 72,346,260

Finance Department: Interest rates from April 1, 2026 Bond Buyer - ASBA

SECTION C - IMPACT ON OPERATING BUDGET (exclusive of debt service)

To Be Completed by Submitting Department and Reviewed by Budget

Potential Related Expenses (Annual): \$ -

Potential Related Revenues (Annual): \$ -

Anticipated savings to County and/or impact of department operations

(describe in detail for current and next four years):

SECTION D - EMPLOYMENT

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


Number of Full Time Equivalent (FTE) Jobs Funded: 435

Prepared by: Jazmin Logan

Title: Environmental Project Director

Department: Environmental Facilities

Date: 4/2/26

Reviewed By: 

DV 4/2/26
CP 4/2/26

Budget Director
4/3/26

ACT NO. ____ - 2026

BOND ACT DATED _____, 2026.

A BOND ACT AUTHORIZING THE ISSUANCE OF \$40,000,000 BONDS OF THE COUNTY OF WESTCHESTER, NEW YORK, TO PAY THE COST OF THE CONSTRUCTION MANAGEMENT AND CONSTRUCTION OF THE EASTVIEW PUMPING STATION, TRANSMISSION MAIN, AND RELATED APPURTENANCES, FOR THE BENEFIT OF COUNTY WATER DISTRICT NO. 3.

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

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

WHEREAS, except for required proceedings to be completed in compliance with Section 268 of the County Law, all conditions precedent to the financing of the capital project hereinafter described, including compliance with the provisions of the State Environmental Quality Review Act, to the extent required, have been performed; and

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

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

Section 1. For paying the cost of construction management and construction of a new Eastview pumping station, associated transmission main, and related appurtenances, to access treated water from the New York City Department of Environmental Protection’s Catskill/Delaware Ultraviolet Light Disinfection Facility at the Eastview site in the Town of Mount Pleasant to County Water District No. 3, including ancillary or related work and incidental expenses thereof, a class of objects or purposes, there are hereby authorized to be issued \$40,000,000 bonds of said County pursuant to the provisions of the Local Finance Law. To the extent that the details of the aforesaid

class of objects or purposes set forth in this act are inconsistent with any details set forth in the current Capital Budget of the County, such Budget shall be deemed and is hereby amended to the extent inconsistent herewith.

Section 2. It is hereby determined that the estimated maximum cost of the aforesaid class of objects or purposes is \$40,000,000, and that the plan for the financing thereof is by the issuance of the \$40,000,000 bonds of said County authorized to be issued pursuant to this Bond Act.

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

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

Section 5. The faith and credit of the County of Westchester, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such obligations as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year. To the extent not paid from the assessment of properties assessable for this purpose in the County's Water District No. 3, or other sources, there shall annually be levied on all the taxable real property of said County a tax sufficient to pay the principal of and interest on such obligations as the same become due and payable.

Section 6. Such bonds shall be in fully registered form and shall be signed in the name of the County of Westchester, New York, by the manual or facsimile signature of the Commissioner

of Finance and a facsimile of the corporate seal shall be imprinted or impressed thereon and may be attested by the manual or facsimile signature of the County Clerk.

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

Section 8. The Commissioner of Finance is hereby further delegated the power to authorize the sale and issuance of the bonds authorized pursuant to this Bond Act (a) at a discount in the manner authorized by paragraphs e and f of Section 57.00 of the Local Finance Law, (b) at private sale pursuant to the applicable provisions of the Local Finance Law and any regulations of the New York State Comptroller appertaining thereto, including the private sale of bonds at a premium, (c) as capital appreciation bonds or term bonds at public sale or private sale pursuant to the applicable provisions of the Local Finance Law and any regulations of the New York State Comptroller appertaining thereto, and (d) at a variable rate of interest in the manner authorized by Section 54.90 of the Local Finance Law, including notes issued in anticipation thereof. The Commissioner of Finance is hereby authorized to enter into such agreements as said Commissioner of Finance shall determine reasonable and necessary to facilitate the issuance, sale, resale and, or repurchase of such bonds or notes pursuant to the provisions of Section 54.90 of the Local Finance Law. Such bonds and, or notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Commissioner of Finance.

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

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

Section 11. The intent of this Bond Act is to give the Commissioner of Finance sufficient authority to execute those applications, agreements, instruments or to do any similar acts necessary to effect the issuance of the aforesaid bonds and, or notes without resorting to further action of this Board of Legislators, provided, however, that no such bonds or notes shall be issued prior to the determination that the aforesaid class of objects or purposes is in the public interest and the consent of the State Comptroller is obtained as required by Section 268 of the County Law.

Section 12. All other matters, except as provided herein, relating to such bonds, including determining whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the County by the facsimile signature of the Commissioner of Finance, providing for the manual countersignature of a fiscal agent or of a designated official of the County), the date, denominations, maturities and interest payment dates, place or places of payment,

and also including the consolidation with other issues, shall be determined by the Commissioner of Finance. It is hereby determined that it is to the financial advantage of the County not to impose and collect from registered owners of such bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by section 52.00 of the Local Finance Law, as the Commissioner of Finance shall determine.

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

(1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or

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

(3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 14. This Bond Act shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150 - 2. Other than as specified in this Bond Act, no moneys are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 15. This Bond Act, which shall take effect immediately in accordance with the provisions of Section 33.10 of the Local Finance Law and as provided in Section 107.71 of the Westchester County Charter, shall be published in summary form in the official newspaper of said

County for purposes of this Bond Act, together with a notice of the Clerk of the Board of Legislators in substantially the form provided in Section 81.00 of the Local Finance Law.

Section 16. No obligations authorized hereby shall be issued until the County shall complete proceedings under Section 268 of the County Law, and shall have determined, after a public hearing held thereunder, that the undertaking of the improvements to County Water District No. 3 contemplated hereby is in the public interest. No expenditure for aforesaid specific object or purpose or purposes shall be made unless the State Comptroller has consented thereto as required by Section 268 of the County Law.

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

AYES:

NOES:

ABSENT:

The Bond Act was thereupon declared duly adopted.

* * *

APPROVED BY THE COUNTY EXECUTIVE

Date: _____, 2026

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

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

That I have compared the annexed extract of the minutes of the meeting of the Board of Legislators of said County, including the Bond Act contained therein, held on _____, 2026, with the original thereof on file in my office, and that the same is a true and correct transcript therefrom and of the whole of said original so far as the same relates to the subject matters therein referred to.

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

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

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

Newspaper and/or Other News Media

Date Given

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

Designated Location(s) of Posted Notices

Date of Posting

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County Board of Legislators on _____, 2026.

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

(CORPORATE SEAL)

LEGAL NOTICE

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

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

ACT NO. _____-2026

A BOND ACT AUTHORIZING THE ISSUANCE OF \$40,000,000 BONDS OF THE COUNTY OF WESTCHESTER, NEW YORK, TO PAY THE COST OF THE CONSTRUCTION MANAGEMENT AND CONSTRUCTION OF THE EASTVIEW PUMPING STATION, TRANSMISSION MAIN, AND RELATED APPURTENANCES, FOR THE BENEFIT OF COUNTY WATER DISTRICT NO. 3.

class of objects or purposes: construction management and construction of a new Eastview pumping station, associated transmission main, and related appurtenances, to access treated water from the New York City Department of Environmental Protection's Catskill/Delaware Ultraviolet Light Disinfection Facility at the Eastview site in the Town of Mount Pleasant to County Water District No. 3, including ancillary or related work and incidental expenses thereof

period of probable usefulness: Forty years

amount of obligations to be issued: \$40,000,000

Dated: _____
White Plains, New York

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

CAPITAL PROJECT FACT SHEET

Project ID:* CBA **Fact Sheet Date:***
 WD305 01-02-2026

Fact Sheet Year:* **Project Title:*** **Legislative District ID:**
 2026 COUNTY WATER DISTRICT #3 - 3, 12, 8,
 EASTVIEW PUMPING STATION

Category* **Department:*** **CP Unique ID:**
 SEWER AND WATER DISTRICTS ENVIRONMENTAL FACILITIES 3093

Overall Project Description

This project provides funding for a new Drinking Water Pumping Station, Transmission Main and all necessary appurtenances, for County Water District #3, to access ultraviolet (UV) treated water from the New York City Department of Environmental Protection's (NYCDEP) new Catskill-Delaware UV Treatment Facility at Eastview in the Town of Mount Pleasant.

- | | | |
|---------------------------------------------------------------|--------------------------------------------------|----------------------------------------------------|
| <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	42,400	32,400	0	0	0	0	0	10,000
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	42,400	32,400	0	0	0	0	0	10,000

Expended/Obligated Amount (in thousands) as of : 2,396

Current Bond Description: This bond authorization will fund the Construction Management and Construction for the new Eastview Pumping Station and associated Transmission Main in Water District # 3.

The additional infrastructure improvements to the District are needed to comply with NYSDOH regulations to provide the required supply redundancy. Therefore, the new Eastview Pumping Station and the Gate of Heaven Pumping Station will provide redundant supplies of UV treated drinking water for the District.

Financing Plan for Current Request:

Non-County Shares:	\$ 0
Bonds/Notes:	40,000,000
Cash:	0
Total:	\$ 40,000,000

SEQR Classification:

UNLISTED

Amount Requested:

40,000,000

Expected Design Work Provider:

- County Staff Consultant Not Applicable

Comments:

A Capital Budget Amendment is also requested to fund the Construction Management and Construction of the new Eastview Pumping Station and associated Transmission Main in Water District #3. During the design, a few scope revisions became necessary. This includes new piping at the elevated tank, incorporating Con Edison utility accommodation costs, and incorporating variable frequency drive to ensure control of water flow.

This bond act request includes \$30 million in appropriations from prior years. An additional \$10 million is being requested as a Capital Budget Amendment bringing the total bond act request to a total of \$40 million. The additional amount being requested is shown in "Under Review."

Energy Efficiencies:

Appropriation History:

Year	Amount	Description
2016	2,400,000	DESIGN
2022	25,000,000	CONSTRUCTION
2023	5,000,000	CONSTRUCTION

Total Appropriation History:

32,400,000

Financing History:

Year	Bond Act #	Amount	Issued	Description
17	197	2,400,000	1,810,772	DESIGN CONSTRUCTION AND MANAGEMENT OF EASTVIEW PUMPING STATION AND TRANSMISSION MAIN

Total Financing History:

2,400,000

Recommended By:

Department of Planning
DVWA

Date
01-02-2026

Department of Public Works
RJB4

Date
01-05-2026

Budget Department
DEV9

Date
01-06-2026

Requesting Department
JCL1

Date
01-06-2026

COUNTY WATER DISTRICT #3 - EASTVIEW PUMPING STATION (WD305)

User Department : Environmental Facilities

Managing Department(s) : Environmental Facilities ; Public Works ;

Estimated Completion Date: TBD

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

FIVE YEAR CAPITAL PROGRAM (in thousands)

	Est Ult Cost	Appropriated	Exp / Obl	2026	2027	2028	2029	2030	Under Review
Gross	32,400	32,400	2,397						
Non County Share									
Total	32,400	32,400	2,397						

Project Description

This project provides funding for a new Drinking Water Pumping Station, Transmission Main and all necessary appurtenances, for County Water District #3, to access ultraviolet (UV) treated water from the New York City Department of Environmental Protection's (NYCDEP) new Catskill-Delaware UV Treatment Facility at Eastview in the Town of Mount Pleasant.

Current Year Description

There is no current year request.

Impact on Operating Budget

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

Appropriation History

Year	Amount	Description	Status
2016	2,400,000	Design	DESIGN
2022	25,000,000	Construction	AWAITING BOND AUTHORIZATION
2023	5,000,000	Construction	AWAITING BOND AUTHORIZATION
Total	32,400,000		

Prior Appropriations

	Appropriated	Collected	Uncollected
Bond Proceeds	32,400,000	1,810,772	30,589,228
Total	32,400,000	1,810,772	30,589,228

Bonds Authorized

Bond Act	Amount	Date Sold	Amount Sold	Balance
197 17	2,400,000	12/10/19	111,716	589,228
		12/10/19	8,269	
		04/30/20	259,805	
		11/30/23	1,200,847	
		11/30/23	115,170	
		02/02/25	106,585	
		02/02/25	8,381	
Total	2,400,000		1,810,772	589,228

LOCAL LAW INTRO NO. _____ - 2026

A LOCAL LAW authorizing the County of Westchester to enter into a lease agreement with Citigroup, Inc. for Hangar E - Bay 2, and certain related space, at Westchester County Airport, for an initial term of fifteen (15) years and two (2) option terms, of five (5) years each, thereafter.

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

Section 1. The County of Westchester (the "County") is hereby authorized to enter into a lease agreement with Citigroup, Inc. ("Citi"), pursuant to which the County will lease to Citi Hangar E - Bay 2, and certain related space, at Westchester County Airport, for an initial term of fifteen (15) years, from June 1, 2026 through May 31, 2041, with Citi having the option to extend the term by up to two (2) additional five (5) year periods thereafter, with said lease agreement being on substantially the same terms as shown in Schedule "A", which is attached hereto.

§ 2. The County Executive, or his duly authorized designee, is hereby authorized and empowered to take such actions and to execute and deliver such documents as may be necessary and appropriate to accomplish the purposes hereof.

§ 3. This local law shall take effect immediately.

SCHEDULE "A"

[ATTACHED, STARTING ON NEXT PAGE]

[NO FURTHER TEXT ON THIS PAGE]

LEASE AGREEMENT

BETWEEN

THE COUNTY OF WESTCHESTER

AND

CITIGROUP INC.

WESTCHESTER COUNTY AIRPORT

INITIAL TERM

June 1, 2026 - May 31, 2041

INITIAL RENEWAL TERM

June 1, 2041 - May 31, 2046

ADDITIONAL RENEWAL TERM

June 1, 2046 - May 31, 2051

TABLE OF CONTENTS

ARTICLE 1. - TERM	1
ARTICLE 2. - LEASED PREMISES	2
ARTICLE 3. - USE OF LEASED PREMISES	3
ARTICLE 4. - RENTAL	4
ARTICLE 5. - ACCEPTANCE, CARE, MAINTENANCE, IMPROVEMENTS AND REPAIR	5
ARTICLE 6. - ADDITIONAL OBLIGATIONS OF LESSEE.....	11
ARTICLE 7. - INGRESS AND EGRESS	13
ARTICLE 8. - INSURANCE, DAMAGE OR DESTRUCTION	14
ARTICLE 9. - LIABILITIES AND INDEMNITIES	17
ARTICLE 10. - RULES AND REGULATIONS	19
ARTICLE 11. - SIGNS	19
ARTICLE 12. - ASSIGNMENT AND SUBLEASE	19
ARTICLE 13. - CONDEMNATION.....	22
ARTICLE 14. - NON-DISCRIMINATION	22
ARTICLE 15. - GOVERNMENTAL REQUIREMENTS	24
ARTICLE 16. - RIGHTS OF ENTRY RESERVED	27
ARTICLE 17. - ADDITIONAL RENTS AND CHARGES	27
ARTICLE 18. - TERMINATION BY COUNTY.....	28
ARTICLE 19. – ENVIRONMENTAL MANAGEMENT SYSTEMS REQUIREMENTS	30
ARTICLE 20. – RESTORATION AT END OF TERM, SURRENDER AND RIGHT OF RE-ENTRY....	31
ARTICLE 21. - SERVICES TO LESSEE.....	32
ARTICLE 22. - SURVIVAL OF THE OBLIGATIONS OF THE LESSEE	33
ARTICLE 23. - USE SUBSEQUENT TO CANCELLATION OR TERMINATION	34
ARTICLE 24. - LIMITATION OF RIGHTS AND PRIVILEGES GRANTED	34
ARTICLE 25. - NOTICES	34
ARTICLE 26. - HOLDING OVER.....	36
ARTICLE 27. – RESERVED	36
ARTICLE 28. - INVALID PROVISIONS	36
ARTICLE 29. - MISCELLANEOUS PROVISIONS	37
29.1. Remedies to be Non-Exclusive.....	37

29.2.	Non-Waiver of Rights.....	37
29.3.	Force Majeure.....	37
29.4.	Non-liability of Individuals.	37
29.5.	Quiet Enjoyment.	37
29.6.	Limited Use.	38
29.7.	Choice of Law and Choice of Venue.	38
29.8.	Benefit.....	38
29.9.	Ambiguity.....	38
29.10.	Binding Effect.....	38
29.11.	Effectiveness.	38
29.12.	Title.	38
29.13.	No Partnership.	38
29.14.	Living Wage Law.....	38
29.15	County and Airport Manager Determinations and Consents.	39
29.16	Estoppel Certificate.....	39
29.17	Attorney Fees.....	39
29.18	Exculpation.	39
29.19	OFAC Representations.	39
29.20	Reserved.....	40
29.21	Resolution Event Provisions.	40
ARTICLE 30. - SUBORDINATION CLAUSES; OTHER AGREEMENTS		42
ARTICLE 31. - ENTIRE AGREEMENT.....		44

LEASE AGREEMENT

This Lease Agreement (the “**Lease**”), made and entered into this day of _____, 2026 (the “**Effective Date**”) by and between:

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having its principal office at the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601

(hereinafter referred to as the “**County**”)

and

CITIGROUP INC., a foreign business corporation organized and existing under the laws of the State of Delaware, and having an office at 388 Greenwich Street, New York, New York 10013

(hereinafter referred to as the “**Lessee**”)

WITNESSETH:

WHEREAS, the County is the owner of the premises known as Westchester County Airport (the “**Airport**”); and

WHEREAS, AVPORTS LLC, a Delaware limited liability company (“**Avports**”), operates the Airport as managing agent for the County under an agreement dated June 26, 1996 (as amended, restated, modified and assigned from time to time), and wherever “**County**” is used herein it shall be construed to mean the County of Westchester acting through Avports, its operating agent unless the context requires otherwise; and

WHEREAS, the County and Lessee are mutually desirous of entering into this Lease for the use and occupancy of certain premises at the Airport for the rental and upon the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the premises and of the rents, covenants and conditions herein contained, the County does hereby grant to the Lessee the exclusive right, unless otherwise stated, to use and occupy the area of the Airport described in Article 2 hereof (hereinafter referred to as the “**Leased Premises**”), for the term and subject to the conditions hereinafter set forth.

ARTICLE 1. - TERM

1.1 The initial term of this lease shall be for a fifteen-year period commencing on June 1, 2026, and expiring on May 31, 2041 (the “**Initial Term**”), unless sooner terminated in accordance with the provisions hereof.

1.2 Effective at the expiration of the term of this Lease and subject to the conditions herein specified, Lessee shall have the option to renew this Lease for a renewal term of five (5) years, commencing on June 1, 2041 and terminating on May 31, 2046 (the “**Initial Renewal Term**”); provided (x) that Lessee, its Affiliate (as defined in Section 12.2), or its Permitted Transferee (as defined in Section 12.2) continue to be the Lessee under this Lease and in possession of any portion of the Leased Premises at the time of exercise of the renewal option and at the date of commencement of the Initial Renewal Term; and (y) that the Lessee, its Affiliate, or its Permitted Transferee is not in default of its monetary or material non-monetary obligations hereunder, after notice and expiration of the applicable cure period or, if no cure period for such monetary or material non-monetary default is provided herein, expiration of sixty (60) days after notice of such monetary or material non-monetary default, either at the time of exercise of the renewal option or at the date of commencement of the Initial Renewal Term.

1.2.1 The renewal option for the Initial Renewal Term may be exercised by Lessee by prior written notice to the County on or before January 1, 2041.

1.3 Effective at the expiration of the Initial Renewal Term and subject to the conditions herein specified, Lessee shall have the option to renew this Lease for an additional renewal term of five (5) years, commencing on June 1, 2046 and terminating on May 31, 2051 (the “**Additional Renewal Term**”); provided (x) that Lessee, Affiliate or Permitted Transferee continues to be the Lessee under this Lease and in possession of any portion of the Leased Premises at the time of exercise of this renewal option and at the date of commencement of the Additional Renewal Term; and (y) that the Lessee, Affiliate or Permitted Transferee is not in monetary or material non-monetary default of its obligations hereunder, after notice and expiration of the applicable cure period or, if no cure period for such monetary or material non-monetary default is provided herein, expiration of sixty (60) days after notice of such monetary or material non-monetary default, either at the time of exercise of this renewal option or at the date of commencement of the Additional Renewal Term.

1.3.1 The renewal option for the Additional Renewal Term may be exercised by Lessee by prior written notice to the County on or before January 1, 2046.

1.3.2 These renewal options may not be assigned separately from this Lease; any such assignment or purported assignment of the renewal options shall be null and void. Any assignment or transfer of this Lease shall be subject to the terms and conditions herein provided in Article 12.

1.4 The County makes no representation that the Leased Premises will be available for lease for corporate aviation purposes following the term hereof. Notwithstanding the foregoing, the previous sentence shall not affect the Lessee’s renewal terms.

ARTICLE 2. - LEASED PREMISES

The Leased Premises shall be those shown on Schedule “A”, attached hereto and made a part hereof, and shall consist of:

2.1.1 Existing Hangar E - Bay 2 (the "**Hangar**") consisting of approximately 23,279 square feet plus a lean to of 4,730 square feet on the first floor, and 1,977 square feet on the second floor, totaling 29,986 square feet (the "**Rentable Area**").

2.1.2 Existing paved aircraft apron of approximately 25,500 square feet (the "**Apron**").

2.1.3 Unimproved land area of approximately 2,500 square feet consisting of the "**Unimproved Land Area.**"

2.1.4 Exclusive use of the thirty (30) vehicular parking spaces shown in Schedule "A" (the "Allocated Spaces"), within the common use automobile parking area adjacent to Hangar E (the "**Common Use Automobile Parking Area**"); provided, however, that, for the purpose of performing maintenance or other work that implicates the Allocated Spaces ("Parking-Impacting Work"), the County shall have the right to temporarily replace any number of the Allocated Spaces with the same number of parking spaces elsewhere within the Common Use Automobile Parking Area (the "Temporary Spaces"). In advance of all Parking-Impacting Work that will require the relocation of any parking from Allocated Spaces to Temporary Spaces, the County shall provide Lessee with notification that, in light of the anticipated length of the relocation, is reasonably in advance of such relocation; provided, however, that this notification requirement shall not apply to such relocations that occur due to Parking-Impacting Work that is occurring on an emergency basis.

2.1.5 Restrictive use area consisting of taxiway access for ingress and egress (the "**Taxiway F**").

2.1.6 Any real property improvements constructed or installed thereon during the term hereof.

ARTICLE 3. - USE OF LEASED PREMISES

3.1 The County represents that the Lessee may use, and the Lessee shall occupy and use, the Leased Premises for the following purposes and for no other purpose whatsoever:

3.1.1 for the parking, storage, servicing, repair and maintenance of aircraft owned, leased or operated by the Lessee and its subsidiaries, Affiliates and permitted sublessees, and Lessee warrants that all such aircraft based at the Leased Premises shall comply with noise standards established under Part 36 of Title 14 of the Code of Federal Regulations, as amended and as may be amended in the future ("**CFR 36**"), and that any turbojet aircraft purchased after the Effective Date and thereafter based at the Leased Premises shall, at a minimum, be equipped with new technology, low-fuel consumption, high-bypass ratio "quiet" engines existing as of the Effective Date and Lessee further agrees to comply with any applicable noise standards hereafter established by any governmental authority having jurisdiction over the Airport (provided that Lessee has received prior written notice, either because such standards are publicly available or from the County; and further provided that, with regard to noise standards established after the Effective Date, and without limiting Lessee's ability to exercise such rights as it may have at law or in equity: if such new standards materially and adversely affect Lessee's ability to use the Leased Premises for the purposes specified herein, the County shall cooperate with Lessee to reduce the effect of such new standards on Lessee's operations to the extent practicable, but without requiring the County to incur any expense for such cooperation, and Lessee shall thereafter be entitled to an

equitable abatement of rent, commensurate with the extent of such material and adverse effect on Lessee's use; and if such equitable abatement of rent amounts to at least seventy-five percent (75%) of such rent, Lessee shall have the right, during the period for which said equitable abatement remains at said level, up to a maximum period of six (6) months beginning on the effective date of each such new standard, to provide notice to the County that Lessee is electing to terminate this Lease, which termination shall be effective one hundred and twenty (120) days after such notice); and

3.1.2 for administration and operations offices and lounges in connection with the purposes authorized hereunder.

3.2 Nothing contained in this Lease shall give or be construed to give the Lessee any right to sell, dispense or store aviation fuel of any kind at the Airport.

3.3. No aircraft with a certified maximum gross takeoff weight in excess of 120,000 pounds shall land, take off, or use the Airport without prior permission request (PPR) approval of the "Airport Manager." The Airport Manager may grant permission for aircraft in excess of 120,000 pounds maximum gross takeoff weight if he/she finds on the basis of acceptable engineering data that such operations, while continuing all other permitted or anticipated operations, would not shorten the design life of any potentially affected airport pavement or adversely impact operations.

ARTICLE 4. - RENTAL

4.1.1 For use and occupancy of the Leased Premises and privileges herein granted, the Lessee agrees to pay the County an annual rent (the "**Base Rent**"). During the initial year of this Lease, the annual base rent shall be ONE MILLION ONE HUNDRED NINETY-NINE THOUSAND FOUR HUNDRED FORTY and 00/100 DOLLARS (\$1,199,440.00). As a convenience to the Lessee the annual rent may be paid in equal monthly installments. The County shall not be required to provide any notice to Lessee concerning Base Rent amounts that are, or will be, due and payable. However, the County shall provide Lessee with a statement or bill for additional rent amounts or other charges to be paid by Lessee hereunder; each such statement or bill shall be emailed to Lessee at: NAMLeaseAdmin@citi.com with a subject line to include: "Westchester Aviation Hangar Real Estate"; and Lessee shall pay each such amount within thirty (30) days of receipt of the statement or bill for such amount. Except as provided in Section 4.1.2, the annual rent shall be adjusted effective June 1 of each succeeding year (including the succeeding years of the Initial Renewal Term and Additional Renewal Term, if any), by the greater of (a) the increase between the then current Consumer Price Index and the Consumer Price Index for the previous June or (b) three percent (3%). For purposes of this Lease, the Consumer Price Index shall mean the Consumer Price Index - All Urban Consumers for the U.S. City Average for All Items (1982-84=100) (CPI-U), as published by the Bureau of Labor Statistics of the United States Department of Labor, in effect and generally published at the time the computation is to be made. In no event shall the annual rent be decreased and in no event shall the annual rent increase exceed five percent (5%).

4.1.2 During any renewal terms, the Base Rent will be at the fair market value determined in accordance with this Section 4.1.2 (the “**Fair Market Rent**”). Fair Market Rent shall be defined by the rents being charged to current and prospective direct user tenants (i.e., excluding fixed base operators of charter flights) at the Airport and current direct user tenants at comparable airports across the United States taking into account all relevant factors; it being agreed that, for purposes of this sentence, “prospective” shall mean only those potential direct user tenants with whom the County has, at the time of determination of the Fair Market Rent, agreed in writing to a base rent for a pending lease (all of the foregoing considerations, collectively, being the “FMV Criteria”). By written notice to Lessee no later than twelve (12) months prior to the commencement of the subject renewal term, the County shall provide Lessee with the anticipated Fair Market Rent for the subject renewal term (the “**County’s FMV Determination**”), with the County’s FMV Determination being commensurate with findings, regarding the FMV Criteria, by the County and/or a reputable independent aviation consultant with at least five (5) years of experience, within the past seven (7) years, in airport real estate valuation. Lessee shall notify the County (the “**Lessee’s FMV Notice**”) of its approval or disapproval of the County’s FMV Determination for the subject renewal term on or before nine (9) months prior to the commencement of the subject renewal term, with any notice of disapproval being accompanied by Lessee’s determination of the Fair Market Rent for the subject renewal term (“**Lessee’s FMV Determination**”), which must be determined by a reputable independent aviation consultant with at least five (5) years of experience, within the past seven (7) years, in airport real estate valuation, who has been engaged by Lessee, with the Lessee’s FMV Determination being accompanied by Lessee’s comprehensive rental survey of the Airport and comparable airports across the United States. If Lessee’s FMV Notice does not approve the County’s FMV Determination and provides Lessee’s FMV Determination, then the County and Lessee shall promptly and diligently negotiate in good faith to agree upon the Fair Market Rent for the subject renewal term. If, within thirty (30) days after the commencement of such good faith negotiations or a mutually agreed-upon extension timeline not to exceed sixty (60) days, the County and Lessee are unable to determine a mutually agreed-upon Fair Market Rent, then Lessee shall have the option to not renew the Lease.

4.2 The annual rent may be paid in equal monthly installments in which case the monthly installment shall be due and payable on the first day of each month in advance at the office of the Airport Manager or at such office as may be directed in writing by the County. Rent may be paid by wire transfer or ACH at Lessee’s election.

ARTICLE 5. - ACCEPTANCE, CARE, MAINTENANCE, IMPROVEMENTS AND REPAIR .

5.1 Lessee warrants it has inspected the Leased Premises, is currently in possession of the Leased Premises and has been since June 1, 2001 and accepts continued possession of the Leased Premises and the improvements thereon “as is” in their present condition, and subject to all limitations imposed upon the use thereof by the rules and regulations of the Federal Aviation Administration (the “**FAA**”) and by existing or future ordinances of the County and admits their suitability and sufficiency for the uses permitted hereunder. Except as may otherwise be provided for herein, the County shall not be required to maintain or to make any improvements,

repairs or restorations upon or to the Leased Premises or to any of the improvements presently located thereon. The County shall never have any obligation to repair, maintain or restore, during the term of this Lease, any improvements placed upon the Leased Premises by Lessee, its successors and assigns during the term of this Lease. Notwithstanding, the County will remain responsible for damage caused by the County's negligence or willful misconduct.

5.2 Both the County and Lessee shall bear the responsibilities, outlined in subsequent sections, for the complete Fire Protection System serving the building of which the Leased Premises is a part. The term "**Fire Protection System**" shall include the Hangar E fire pump house, the water distribution system, fire detection and alarm system, together with all ancillary equipment, devices and connections required for appropriate operation of such system.

5.3 The Lessee shall be responsible for performing all structural and non-structural improvements, repairs and maintenance required to be made subsequent to the date of this Lease, except as provided in Paragraph 5.2. Such structural and non-structural improvements, repairs and maintenance, include but are not limited to Hangar repairs and renovations including the roof replacement (the "**Hangar Improvements**") and the Apron repair and replacement (the "**Apron Improvements**") and collectively with the Hangar Improvements, the "**Improvements**"). Structural repairs shall be defined as all repairs (which, for purposes of this subsection shall include "replacements" where appropriate) necessary to ensure the structural integrity of any building or structure on the Leased Premises ("**Structure(s)**"), including the foundation, roof, walls, floor, ceiling and/or supporting beams, and/or to comply with laws, insurance requirements, and changes to life safety and security systems to the extent that Lessee is mandated to so comply ("**Structural Repairs**"). The Structural Repairs shall be deemed Hangar Improvements.

(a) The Lessee shall not defer the performance of any Structural Repair, if, in the reasonable judgment of the County, such delay would create an unsafe condition or would cause further deterioration of the Leased Premises.

(b) Notwithstanding anything to the contrary set forth in this Lease and excluding the "Improvements" set forth in Section 5.7 below, if any Improvements are necessitated in the last three (3) years of the then-current Lease term (inclusive of, and the later of, the Initial Renewal Term or Additional Renewal Term, if either of the same shall have been exercised by Lessee), whose useful life extends beyond the then-remaining term of the Lease (a "**Capital Asset Repair/Replacement**"), Lessee will not be in default under the Lease for failing to perform such Capital Asset Repair/Replacement; provided, however, if an emergency situation exists due to Lessee's failure to perform such Capital Asset Repair/Replacement, Lessee shall take commercially reasonable measures to temporarily fix the condition such that the Leased Premises or applicable portion thereof are safe for occupancy. However, if such Capital Asset Repair/Replacement is a result of a casualty, it shall be governed by the provisions of the Lease governing casualty.

Additionally, the Lessee shall:

5.3.1 Keep at all times, in a clean and orderly condition and appearance, the Leased Premises, all Improvements thereon and all of the Lessee's fixtures, equipment and personal property which are located on any part of the Leased Premises.

5.3.2 Provide and maintain the operability of on the Leased Premises all obstruction lights and similar devices, and safety equipment required by law and FAA regulations except for that equipment for which the County is responsible pursuant to Section 5.4

5.3.3 Repair any damage caused by Lessee to paving or other surface of the Leased Premises caused by any oil, gasoline, grease, lubricants or other flammable liquids and substances having a corrosive or detrimental effect thereon.

5.3.4 Take measures to prevent erosion, including but not limited to, the planting and replanting of grass with respect to all portions of the Leased Premises not paved or built upon, and in particular shall plant, maintain and replant any landscaped areas.

5.3.5 Be responsible for the maintenance and repair of all utility services lines placed on the Leased Premises and used by Lessee exclusively, including, but not limited to, water lines, gas lines, electrical power, and telecommunications conduits and lines, sanitary sewers and storm sewers except for that for which the County is responsible under the obligations of Article 21.

5.3.6 Within the portions of the Leased Premises used exclusively by Lessee, Lessee shall be responsible for inspections, maintenance and repairs of the Fire Protection System. Lessee shall submit annual life safety inspections required by the Airport and the municipality. Lessee shall be responsible for purchasing, installing and maintaining NFPA 407 Current Edition compliant fire extinguishers located in the Leased Premises. For the avoidance of doubt, any piping that is part of the Fire Protection System and is located outside of the portions of the Leased Premises used exclusively by Lessee (and is not for the exclusive use by Lessee) shall not be Lessee's responsibility and shall be maintained by the County; provided, however, the Lessee shall be responsible for its Proportionate Share (as defined in Section 5.4) of the maintenance and repair of any part of the Fire Protection System that is located outside of the portions of the Leased Premises used exclusively by Lessee.

Additionally, the County shall:

5.4 Excluding the portions of the Leased Premises used exclusively by Lessee, for which the Lessee shall be responsible, the County shall be responsible for inspections, maintenance and repairs of the Fire Protection System. The County shall perform maintenance and repairs of the Fire Protection System not within the portions of the Leased Premises used exclusively by Lessee. For any work the County performs on the Fire Protection System that is the County's responsibility, the Lessee shall reimburse the County for its Proportionate Share (defined below) of the actual and reasonable out-of-pocket cost, determined by procurement performed through the County procurement methods, of maintaining the Fire Protection System, including, but not limited to, direct labor, materials, power consumption, and modification to such system as may be mandated by law, rules, regulations or required to maintain insurability of the Structure. Lessee's

proportionate share of such costs shall be twenty-two and sixty-four hundredths percent (22.64%) (“**Proportionate Share**”; determined at the same percentage as the number of square feet in the Rentable Area bears to the total number of square feet contained in the Hangar E entire building rentable area of which the Rentable Area is a part).

5.5 From time to time, the County may conduct pressure, water flow, and other appropriate tests of the fire extinguishing system and apparatus which constitutes a part of the Leased Premises, if installed, and Lessee shall pay its Proportionate Share of the cost of such tests to the County within thirty (30) days of receipt of an invoice therefor.

5.6 Subject to the provisions of Section 5.3(b), in the event Lessee fails (a) to commence to maintain, clean, repair, replace, rebuild or repaint within a period of thirty (30) days after written notice from the County to do any maintenance or repair work required to be done under the provisions of this Lease, other than preventive maintenance; or (b) to commence to maintain, clean, repair, replace, rebuild or repaint within a period of ninety (90) days if the said notice specifies that the work to be accomplished by the Lessee involves preventive maintenance only; or (c) to diligently continue the completion of any repairs, replacement, rebuilding, painting or repainting as required under this Lease; then, the County, through its officers, employees, agents, or third-party contractors, may, at its option, and in addition to any remedies otherwise available to it, enter the premises involved, without such entering causing or constituting a cancellation of this Lease or an interference with the possession of the Leased Premises, and repair, replace, rebuild or paint all or any part of the Leased Premises or the Improvements thereon, and do all things reasonably necessary to accomplish the work required, and the cost and expense thereof shall be payable to the County by Lessee on demand. Provided, however, if in the opinion of the County, the Lessee’s failure to perform any such maintenance endangers the safety of the public, the employees or property of the County or other tenants at the Airport, and the County so states same in its notice to Lessee, the County may at its sole option, in addition to all other remedies which may be available to it, elect to perform such maintenance at any time after the giving of such notice, and Lessee agrees to pay to the County the cost and expense of such performance on demand. Furthermore, should the County, its officers, employees, agents or third-party contractors undertake any work hereunder, Lessee hereby waives any claim for damages, consequential or otherwise, as a result therefrom except for claims for damages arising from the County’s sole negligence. The foregoing shall in no way affect or alter the primary obligations of Lessee as set forth in this Lease and shall not impose nor be construed to impose upon the County any obligations to maintain the Leased Premises, unless specifically stated otherwise herein.

5.7 Lessee agrees to wholly undertake and complete the Improvements in and upon the Leased Premises with a scope of work that includes, at a minimum:

- (a) Removal of existing three layers of roof membrane from roof; the County will coordinate with neighboring tenants and occupants to ensure cooperation with roof work as needed;
- (b) Assessment of any damage to existing deck with repair, as needed;
- (c) Installation of new PVC Kee (or similar and equivalent material), waterproofing and insulation;

- (d) Replacement of roof drains;
- (e) Extension of conduits and roof equipment as necessary by code;
- (f) Flashing of all roof equipment and roof penetrations; and
- (g) Replacement of end-of-life HVAC units to be agreed upon by the County and Lessee.

Lessee and the County acknowledge and agree that the Improvements specified in sections (a) through (g) above, have been completed on or before the Effective Date.

5.8 Plans and specifications for all Improvements, construction, alterations, modifications, additions or replacements undertaken by the Lessee shall be submitted, reviewed and approved through the Airport's Tenant Alteration Application ("TAA") process as set forth on Schedule 5.8 attached hereto (the "TAA Process") prior to commencement of work. Reasonable and actual out of pocket expenses that the County incurs related to its TAA Process shall be reimbursed by the Lessee.

5.8.1. Throughout the TAA Process, Lessee is obligated to comply with all applicable laws, rules and regulations, including Federal, State, the County, and Airport laws, rules and regulations. Such laws, rules and regulations that may commonly apply include, but are not limited to, FAA regulations; Transportation Security Administration ("TSA") regulations; Federal Communications Commission regulations; current NYS building code criteria; Section 131.11 (Powers and Duties of the Department of Public Works and Transportation (DPWT)); Section 712 (County-owned Property, Use of); where applicable, current industry standards for which the Airport is subject to compliance (e.g., National Fire Protection Association (NFPA)); and relevant Airport Manager bulletins.

5.8.2. If Lessee makes any Improvements without the County's approval, where approval is required under the Lease, then, upon notice to do so, Lessee shall remove the same and restore and repair the Leased Premises to the same condition as prior to said improvement being made. If Lessee fails to comply with such notice within thirty (30) days or to commence to comply and pursue diligently to completion, the County may effect the removal or change and Lessee shall pay the cost thereof to the County. The County's approval shall not be required with respect to any cosmetic or decorative Improvements that do not alter the structural integrity of, or alter or otherwise impact other critical infrastructure of, the Leased Premises and the cost of which is less than \$250,000.00.

5.9 Lessee expressly agrees in the making of all Improvements that, except with the written consent of the County, it will neither give nor grant, nor purport to give or grant any lien upon the Leased Premises or upon any Improvements thereupon or which is in the process of construction or repair, nor allow any condition to exist or situation to develop whereby any party would be entitled, as a matter of law, to a lien against said Leased Premises and Improvements thereon, and

Lessee will discharge any such lien within thirty (30) days after notice of filing thereof. Notice is hereby given by the County to all persons that no lien attaches to any of such Improvements.

5.10 The ownership interest of all Improvements on the Leased Premises shall be vested in Lessee until Lessee surrenders the Leased Premises to the County upon the termination of the Lease, at which point all Improvements shall immediately vest in the County free and clear of all claims on the part of Lessee on account of any repair or improvement work done or to be done under the terms hereof by Lessee; provided that during the Lease Term, Lessee shall be the owner of all Improvements for GAAP and federal and state income tax purposes and shall be entitled to all tax benefits in connection therewith. Without limiting the generality of the forgoing, the County acknowledges that Lessee shall be entitled to any and all depreciation deductions with respect to any depreciable property in the Leased Premises pursuant to Section 167 of the Internal Revenue Code and to any investment credit pursuant to Section 38 of the Internal Revenue Code with respect to any portion of the Leased Premises which constitutes "Section 38 Property" (including, for the avoidance of doubt, all credits under Internal Revenue Code Sections 45, 45Y, 48, or 48E). This vesting of title in the County at the time specified is a part of the consideration for this Lease. The County shall not be liable to Lessee or Lessee's contractors or sublessees for the value of any Improvements constructed or located on the Leased Premises.

5.11 The Lessee shall be responsible for all snow and ice removal on the Apron. Lessee agrees to comply with the Airport Operations' Ground Vehicles and Pedestrian Training requirements for individuals providing snow and ice removal services on the Apron. Lessee shall reimburse the County for its proportionate share of the actual, reasonable, out-of-pocket expenses for snow removal in the Common Use Automobile Parking Area, including the access aisles to/from the Common Use Automobile Parking Area, through monthly invoices. The County shall have the option to require Lessee to perform all snow removal from the Allocated Spaces (and/or, if any, the Temporary Spaces) at the Lessee's expense.

5.12 Notwithstanding the need for permits and additional structural or design approvals, the County hereby grants Lessee the conceptual approval to install solar panels on the roof structure of the Leased Premises subject to the Airport's TAA Process for formal County review.

5.13 Public Safety Equipment. The County, by its officers, agents, representatives and contractors, shall have the right to install, maintain, repair and operate County radio communication antennas and related equipment, the County equipment shelter ("County Equipment Shelter"), and the County generator ("County Generator") within the Leased Premises as described in Schedule "A" and Schedule "B" ("Public Safety Equipment") for public safety and government radio communication purposes.

The County shall have the right to change, modify, replace or add antennas and related equipment on the County antenna masts ("County Antenna Masts") designated in Schedule "B" for public safety and government radio communication purposes.

The installation and use by the County of such antennas and related equipment shall not interfere, physically or electronically, with the Lessee's radio equipment operated through the Lessee's antennas installed on the roof and exterior wall at the time of execution of the Lease. To the extent, as a result of the County's installation and use of the foregoing, there is such interference, the

County and Lessee will cooperate with each other to resolve the interference at the expense of the County.

The County, by its officers, employees, agents, representatives and contractors shall have the right to access the Leased Premises to inspect, maintain, repair or replace the Public Safety Equipment in accordance with Article 16.

The County retains ownership and sole control over the Public Safety Equipment. The Lessee, its invitees, employees, officers and agents shall not touch, use, operate, access, move, modify, repair, or otherwise interfere, physically or electronically, with the County's Public Safety Equipment.

5.14 The County may perform, at its own expense, a condition survey as often as may be desirable to the County. For each such survey, the County shall gain access in the manner prescribed in Article 16. For the removal of confusion or doubt, the County may rely upon such survey(s) in its efforts to enforce this Article 5.

ARTICLE 6. - ADDITIONAL OBLIGATIONS OF LESSEE

6.1 Lessee shall conduct its operations hereunder in an orderly and proper manner, considering the nature of such operation so as not to unreasonably annoy, disturb, endanger or be offensive to others.

6.2 Further, Lessee shall take all reasonable measures:

6.2.1 To reduce to a minimum vibration tending to damage any equipment, Structures, or portion of a Structure.

6.2.2 Not to produce at the Airport through the operation of machinery or equipment any electrical, electronic or other disturbance that interferes with the operation by the County or the FAA of air navigational, communication or flight equipment at the Airport or on aircraft using the Airport, or with ground transportation communications.

6.3 Lessee shall control the conduct and demeanor of its officers, agents, employees, invitees and, upon objection from the County concerning the conduct, and demeanor of any such person, Lessee shall immediately take all lawful steps necessary to remove the cause of the objection. If the County shall so request, the Lessee agrees to supply and require its employees to wear or carry badges or other suitable means of identification, which shall be subject to the prior and continuing approval of the Airport Manager.

6.4 Reserved.

6.5 Reserved.

6.6 Lessee shall commit no nuisance, waste or injury on or to the Leased Premises, and shall not do, or permit to be done, anything which may result in the creation, commission or maintenance of such nuisance, waste or injury on the Leased Premises.

6.7 Lessee shall not do, nor permit to be done, anything which may interfere with the effectiveness or accessibility of the drainage system, sewage system, fire protective system, sprinkler system, alarm system and fire hydrants and hoses, if any, installed or located on the Leased Premises.

6.8 Reserved.

6.9 Lessee shall not overload any floor, Structure, structural member or paved area on the Leased Premises, or paved area elsewhere at the Airport, and shall repair at Lessee's expense any floor, Structure, structural member, or any paved area damaged by overloading by Lessee or any persons acting by, through or under Lessee, all of the foregoing being understood to not limit Lessee's obligations pursuant to Article 5 above.

6.10 Reserved.

6.11 Reserved.

6.12 Reserved.

6.13 Except for the accommodation of its employees, guests and aircraft servicing, the Lessee shall not install, maintain, operate or permit the installation, maintenance or operation of any restaurant, kitchen, stand or other establishment of any type for the sale of food or of any vending machines or device designed to dispense or sell merchandise or services of any kind to the general public.

6.14 Except for services permitted under Article 3 hereof to be performed by Lessee or Lessee's subcontractors, Lessee shall provide prompt written notice to the County of any person, firm or corporation performing aircraft maintenance work, flight instruction of any sort, air taxi, aircraft charter or aircraft leasing of any sort on the Leased Premises for commercial purposes without a valid permit from the County.

6.15 It is the intent of the parties hereto that noise, including but not limited to noise caused by aircraft engine operation, shall be held to a minimum. To this end the Lessee will conduct its operations in such a manner as to keep the noise produced by aircraft engines and component parts thereof or any other noise to a minimum by such methods as are practicable, considering the extent and type of the operations of the Lessee. In addition, the Lessee will employ the maximum amount of noise arresting and noise reducing devices that are available and economically practicable considering the extent of the operations of the Lessee but in no event less than those devices required by federal law, state law, local law or County Airport operational policies. In its use of the Leased Premises, the Lessee shall take all possible care, caution and precaution and shall use its best efforts to minimize prop or jet blast interference to aircraft operating on or to Structures and roadways, now located on or which in the future may be located on areas adjacent to the Leased Premises. In the event the County determines that the Lessee has not curbed the prop or jet blast interference, the Lessee hereby covenants and agrees to erect and maintain at its own expense (but subject to the provisions of Article 5 of this Lease) such structure or structures as may be necessary to prevent prop or jet blast interference, subject, however, to the prior written approval of the County as to type, manner and method of construction.

6.16 Lessee acknowledges its obligation to comply with all applicable published noise abatement procedures in effect for the Airport and agrees to actively participate in the Airport's overall noise abatement program as developed by the Airport Noise Abatement Office, including compliance with recommended arrival and departure tracks and profiles, local traffic procedures, use of reverse thrust during nighttime operations and maintenance run-up operations.

6.17 Lessee agrees that all aircraft "maintenance run-up operations" at the Airport shall be conducted in approved locations specified by the Airport Manager. Advance notification of, and approval for maintenance run-up operations must be obtained from the Airport Manager and coordinated with the Airport's Air Traffic Control Tower.

6.18 In addition, the Lessee shall undertake the following program to promote and educate its employees with regard to Voluntary Restraint From Flying ("VRFF") occurrences (as VRFF is further defined in the Rules and Regulations of the Airport (as hereinafter defined)):

- (a) Policies related to the VRFF program will be distributed to all aircraft authorized users at least once a year with a cover letter expressing the need to understand the concerns of the local community and the Lessee's responsibility to respect the VRFF program at all times.
- (b) Lessee voluntarily agrees not to schedule any departures or landings of flights during the VRFF period (i.e., midnight to 6:00 A.M.), unless due to flight safety considerations, emergency or other good cause.
- (c) Lessee will establish and assign a VRFF noise abatement specialist to coordinate with the Airport's Environmental Office to ensure compliance with the VRFF program.
- (d) Lessee will annually review its VRFF occurrences for the preceding year and implement a program to reduce the number of annual or monthly occurrences as a commitment to the local community.
- (e) Lessee will make every attempt to reduce the number of VRFF occurrences particularly related to the departure of an aircraft within the first half-hour or last half-hour of the VRFF period.

ARTICLE 7.- INGRESS AND EGRESS

7.1 The Lessee shall have the right to ingress and egress between the Leased Premises and the airside public landing areas at the Airport by means of taxiways and restricted vehicle service roads, to be used in common with others having rights of passage thereon, except when such surfaces are closed.

7.2 The use of any such restricted vehicle service road, taxiway or public roadway shall be subject to the Rules and Regulations of the Airport which are now in effect or which may hereafter be promulgated in accordance with the provisions of Article 10 hereof. The County may, at any time, temporarily or permanently, close or consent to or request the closing of any such roadway or taxiway and any other way at, in or near the Leased Premises presently or hereafter used as

such, so long as a reasonable means of ingress and egress as provided above remains available to the Lessee. The Lessee hereby releases and discharges the County, its officers, employees and agents; and all municipalities and other governmental authorities and their respective successors and assigns, of and from any and all claims, demands, or causes of action which the Lessee may now or at any time have against any of the foregoing, arising or alleged to arise out of the closing of any street, roadway or other area, provided that a reasonable means of access to and from the Leased Premises remains available to the Lessee whether within the Leased Premises or outside the Leased Premises at the Airport unless otherwise mandated by safety considerations or lawful exercise of the police power.

ARTICLE 8. - INSURANCE, DAMAGE OR DESTRUCTION

8.1 At all times, and commencing upon commencement of the Term, the County shall procure and maintain insurance protection for all risks on the structure of which the Leased Premises are a part (the "Structure") to the extent of 100% of the then replacement cost (as hereinafter defined) of such Structure, reserving the right to increase such coverage as and when the replacement value increases. The term "replacement cost" means the actual replacement cost of such Structure, including roof, foundation, footing and excavation costs. Lessee shall be named as additional insured and loss payee as its interests may appear. Evidence of such insurance shall be provided to Lessee, and Lessee shall be permitted to work directly with the insurance adjusters in the event of a loss. The County shall be responsible for the payment of any applicable deductible. The Lessee agrees that, in addition to all other rents or fees payable hereunder, it will reimburse the County for the Proportionate Share of insurance premium costs applicable to the Leased Premises for the insurance set forth in this Section 8.1 within thirty (30) days after the presentation to Lessee of a bill therefor.

8.2 Upon commencement of the Term, Lessee shall maintain the following insurance naming the County as additional insured (except with respect to Workers' Compensation and Employee Disability Benefits insurance):

8.2.1 "All Risks" property insurance covering loss or damage by explosion of steam boiler, air conditioning equipment, pressure vessels or similar apparatus, and all betterments and improvements now or hereafter installed in the Leased Premises in such limits with respect to any one accident in adequate amounts as reasonably determined by the County, but not less than shall be customarily obtained for premises similarly situated in Westchester County.

8.2.2 Commercial general liability insurance against claims for bodily injury, death or property damage occurring upon, in or about the Leased Premises, with such limits as may from time to time be customary for similarly suited premises in Westchester County, but as of the date hereof shall be at least a per occurrence limit of One Million (\$1,000,000) Dollars and Five Million (\$5,000,000) for property damage.

8.2.3 Workers' Compensation, employer's liability in the statutory form.

8.2.4 Employee Disability Benefits in an amount customarily provided to employees in Lessee's industry by employers substantially similar to Lessee.

8.2.5. Aviation Premises liability insurance providing for a combined single limit of liability per occurrence of not less than \$10,000,000 to include the following coverages: premises and operations, contractual liability broad form and products liability.

8.2.6 Automobile liability insurance providing for a minimum combined single limit per occurrence of \$5,000,000 and providing coverages for owned, non-owned and hired vehicles.

8.2.7 Excess/Umbrella Liability insurance providing \$5,000,000 per occurrence and in the aggregate. The above commercial general liability and automobile liability limit may be satisfied through a combination of primary and excess/umbrella liability insurance.

8.2.8 Hangar-keepers liability insurance providing for minimum limits of \$10,000,000.

8.2.9 Mobile equipment liability exposure in an amount not less than \$5,000,000.

8.2.10 Cyber Liability with a minimum limit of \$10,000,000 per occurrence and aggregate.

8.3 In the event of damage or destruction to the Structure (but excluding any of Lessee's personal property and installations), other than as a result of the negligence or willful misconduct of Lessee, its affiliates or employees, Lessee shall have no obligation to repair or rebuild the same.

8.4 In the event the Structure is damaged or destroyed by fire or other causes, other than the negligence and willful misconduct of the Lessee, this Lease shall continue in full force and effect and the County shall repair or rebuild the Structure so damaged or destroyed, and unless otherwise reimbursable by insurance hereunder, at the County's own cost and expense, in a good workmanlike manner to the same standards existing at the time of the casualty, subject to applicable building codes existing at the time of repair or rebuilding. Upon the failure of the County to repair or rebuild the Lessee may, as agent of the County, repair or rebuild such damage or destruction at the expense of the County which expense shall be due and payable on demand, including reasonable attorneys' fees. All rent under this Lease shall abate during the period commencing on the occurrence of the casualty until the County restores the Structure as required hereunder. If the Structure shall not have been restored within twelve (12) months from the date of the casualty, subject to extension for force majeure, Lessee shall have the right to terminate this Lease.

8.5 Lessee shall have the option, either alone or in conjunction with any subsidiaries or affiliates of Lessee, to maintain self-insurance and/or provide or maintain any insurance required by this Lease under blanket insurance policies maintained by Lessee, or provide or maintain insurance through such alternative risk management programs as Lessee may provide or participate in from time to time (such types of insurance programs being herein collectively and severally referred to as "self-insurance"), provided the same does not thereby decrease the insurance coverage or limits sets forth in this Article 8. Any self-insurance shall be deemed to contain all of the terms and conditions applicable to such insurance as required in this Section 8. If Lessee elects to self-insure, then, with respect to any claims which may result from incidents occurring during the Lease term, such self-insurance obligation shall survive the expiration or earlier termination of this Lease to the same extent as the insurance required would survive.

8.6 Lessee will confirm annually, on the anniversary date of the Lease with respect to the self-insurance program, by Notice of Election to Self-Insure (NESI) confirming coverage. Lessee's notice will set forth any insurance required hereunder that Lessee is not then self-insuring, if any (it being agreed that with respect to any insurance required hereunder that Lessee is not self-insuring, Lessee shall provide to the County insurance certificates evidencing such coverage). Lessee's right to self-insure and to continue to self-insure is conditioned upon and subject to the condition that such self-insurance cover Lessee's obligations and be evidenced by written confirmation executed by Lessee, addressed to the County.

8.7 Each party hereto hereby releases the other, and its authorized representatives and agents, from any claims for damage or loss to any person, the Leased Premises or the Airport that are caused by, or result from, risks insured under any insurance policies carried by either party hereto and in force, at the time any such damage occurs. Each party hereto shall cause each insurance policy obtained by it to provide, to the extent available, that the insurer waives all right of recovery by way of subrogation against the other party in connection with any damage and/or liability covered by said insurance. Neither the County nor Lessee shall be liable to the other under or in connection with the Lease for any punitive, indirect or consequential damages. All amounts which Lessee pays or is required to pay, and all loss or damages resulting from risks for which Lessee has elected to self-insure, shall be subject to any waiver of subrogation provisions of this Lease and shall not limit Lessee's indemnification obligations set forth in this Lease.

8.8 Whenever, in the County's reasonable judgment, good business practice and changing conditions indicate a need for additional insurance coverage, and if similarly situated tenants of comparable premises shall typically carry such insurance coverage, Lessee shall, upon the County's request, promptly obtain such insurance coverage.

8.9 If Tenant is not then self-insuring, all policies or certificates thereof will provide that thirty (30) days prior to cancellation or material change in the policy that reduces the types of coverage or limits of insurance below that required under this Lease, notices of same shall be given to the Director of Risk Management of the County of Westchester for all the above stated insurance policies, subject to the provisions of the last sentence herein. All notices shall name the Lessee and identify this Lease. If Lessee's insurer does not agree to provide such notice, Lessee shall provide the same to the County.

8.10 All policies of the Lessee shall be endorsed to contain the following clauses:

- a) Additionally insured status shall be provided by standard or other endorsement that extends coverage to the County of Westchester for both on-going and completed operations; provided, however, that the requirement for 'additionally insured' status for the County of Westchester shall not apply to the Lessee's workers' compensation insurance or disability benefits insurance.
- b) Insurers shall have no right to recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance.

- c) Coverages listed within any potential clause entitled “other insurance provisions” in a policy in which the County is named as an insured, shall not apply to the County.
 - a. With regard to the endorsement set forth in clause (c), for any such “other insurance provision” that does not concern waiver of subrogation: for each policy for which the Lessee does not obtain the endorsement, the Lessee shall be responsible for any liability incurred by the County that the County would not have incurred if Lessee had obtained such endorsement.
 - b. For the removal of confusion or doubt, with regard to the endorsement set forth in clause (c), any such “other insurance provision” that concerns waiver of subrogation shall, in no event, apply to the County.
- d) For each policy for which the Lessee’s insurer agrees to include the following: The insurance companies issuing the policy or policies shall have no recourse against the County (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy. For each policy for which the Lessee does not obtain the endorsement, the Lessee shall indemnify the County for costs incurred by the County for the payment of such premiums or assessments.
- e) With the exception of 8.1, any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Lessee.

ARTICLE 9.- LIABILITIES AND INDEMNITIES

9.1 Lessee shall defend, indemnify and hold the County harmless from and against any suits, claims or other causes of action including, but not limited to, defaults or breaches under the Lease, taxes, wage claims, personal injury suits, liens, judgments, violations and any and all other claims, liabilities or damages, indebtedness including reasonable attorneys’ fees, arising out of, pertaining in any manner to, or concerning the Lease or the Leased Premises arising, existing or concerning matters on and after June 1, 2026, other than suits, claims, or causes of action arising from or related to, (i) any hazardous substances or materials located within or emanating from the Leased Premises that are not introduced (or released in violation of the provisions of Article 19 of this Lease) by Lessee, its agents, employees or contractors (collectively “**Lessee Claims**”), or (ii) the Public Safety Equipment, including the County Antenna Masts, except to the extent to which such claims are caused by the acts, negligence, or reckless or willful misconduct of Lessee or any person acting by, through or under Lessee; provided, however, that this limitation shall only apply to damages about which Lessee has notified the County within ten (10) business days after the occurrence of such damages, or with respect to third party claims, Lessee’s actual knowledge of such claims. Should such Lessee Claims arise, Lessee shall have the right to, and shall, at its sole cost and expense, defend, settle or compromise any Lessee Claims. If the Lessee does not respond to Lessee Claims within thirty (30) days after written demand is made by the County with its obligations under this paragraph, the County shall be entitled to so act to protect its rights and interests and Lessee shall pay and be liable to the County for any damages, liabilities and losses, including reasonable attorneys’ fees and expenses, incurred by the County and any monies

expended by the County in addressing the Lessee Claims or to enforce the terms contained in this paragraph. In any case in which such indemnification would violate Section 5-322.1 of the New York General Obligations Law, or any other applicable legal prohibition, the foregoing provisions concerning indemnification shall not be construed to indemnify the County, its officers, employees or agents for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence or willful misconduct of the County, its officers, employees or agents. Provided, however, that upon the filing with the County by anyone of a claim for damages arising out of incidents for which Lessee herein agrees to indemnify and hold the County harmless, the County shall notify Lessee of such claim and in the event that Lessee does not settle or compromise such claim, then Lessee shall undertake the legal defense of such claim both on behalf of Lessee and behalf of the County. It is specifically agreed, however, that the County at its own cost and expense may participate in the legal defense of any such claim. Any final judgment rendered against the County for any cause for which Lessee is liable hereunder shall be conclusive against Lessee as to liability and amount upon the expiration of the time for appeal.

9.2 Except for the amount, if any, of damage caused by or resulting from the negligence or willful misconduct of Lessee, its officers, directors, employees, agents and contractors, the County shall indemnify and hold harmless Lessee, its officers, directors, employees, agents and contractors from and against any and all liability, damage, claims, demands, costs, judgments, or fees (including, without limitation, reasonable attorneys' fees) arising directly out of the negligence or willful misconduct of the County or third-parties under the direction or control of the County.

9.3 In addition to Lessee's undertaking, as stated in this Article, and as a means of further protecting the County, its officers, agents, servants and employees, Lessee shall at all times during the term of this Lease obtain and maintain in effect Automobile Liability insurance coverage as set forth in Article 8 hereof. In this connection, Lessee agrees to require its contractors doing work at the Airport, and Lessee's tenants and sublessees, to carry adequate insurance coverage, and if Lessee so desires, it may accomplish same by an endorsement to Lessee's policies to include such persons or parties as additional named insureds.

9.4 The Lessee represents that it is the owner of or fully authorized to use any and all services, processes, machines, articles, marks, names or slogans used by it in its operations under or in any way connected with this Lease. The Lessee agrees to save and hold the County, its officers, employees, agents and representatives free and harmless of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright by Lessee, or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Lessee under or in anywise connected with this Lease.

9.5 The parties represent and warrant to one another that no broker or consultant, other than, with respect to the County, RM Friedland LLC ("**County Consultant**"), has been retained on its behalf in the negotiation of this Lease and that there is no such broker or consultant who is or may be entitled to be paid a commission or fee in connection therewith. The County shall pay any fee due to the County Consultant pursuant to a separate agreement and shall indemnify Lessee from and against any claims by the County Consultant in connection with the County's failure to make payment to such County Consultant. Each party shall indemnify and save harmless the other of

and from any claim for fee, commission or brokerage made by any such broker or consultant when such claim is based in whole or in part upon any act or omission of the respective other party.

ARTICLE 10. - RULES AND REGULATIONS

10. From time-to-time the County may adopt and enforce rules and regulations with respect to the occupancy and use of the Airport (the "Rules and Regulations of the Airport"). The County agrees that such rules and regulations shall be promulgated and enforced in a reasonable and not unjustly discriminatory manner. Lessee agrees to observe and obey any and all rules and regulations of the Airport and all Federal, State and municipal rules, regulations and laws and to require its officers, agents, employees, contractors, and suppliers, to observe and obey the same. The County reserves the right to deny access to the Airport and its facilities to any person, firm or corporation that fails or refuses to obey and comply with any such rules, regulations or laws. Lessee hereby acknowledges receipt of a current copy of the **Rules and Regulations of the Airport**. If any such rules or regulations adopted after the Effective Date materially and adversely affect Lessee's ability to use the Leased Premises for the purposes specified herein, then, without limiting Lessee's ability to exercise such rights as it may have at law or in equity, Lessee shall be entitled to an equitable abatement of rent commensurate with the extent of such material and adverse effect on Lessee's use; provided, however, that if such equitable abatement of rent amounts to at least seventy-five percent (75%) of such rent, Lessee shall have the right, during the period for which said equitable abatement remains at said level, up to a maximum period of six (6) months beginning on the effective date of such new rules and regulations, to provide notice to the County that Lessee is electing to terminate this Lease, which termination shall be effective one hundred and twenty (120) days after such notice.

ARTICLE 11. - SIGNS

11. Lessee shall have the right to install and maintain one or more signs on the Leased Premises identifying it and its operations; provided, however, the subject matter, type, design, number, location and elevation of such signs, and whether lighted or unlighted, shall be subject to and in accordance with the written approval of the County. Any modification or replacement of a sign installed or maintained by Lessee shall be subject to the TAA Process. No sign will be approved that may be confusing to aircraft pilots or automobile drivers or other traffic or which fails to conform to the architectural scheme of the Airport or meet the requirements of the County. Installing or replacing signs are subject to the Airport's TAA Process.

ARTICLE 12. - ASSIGNMENT AND SUBLEASE

12.1 Except as provided in this Article 12, Lessee covenants and agrees that it will not sell, convey, transfer, mortgage, pledge, assign, or sublease this Lease or any part thereof, or any rights or obligations created thereby, without the prior written consent of the County, which consent may be withheld for any reason(s), so long as the County withholding its consent is not arbitrary. In no event shall the County consent to the sale, conveyance, transfer, mortgage, pledge, assignment or sublease of this Lease to a fixed base operator, i.e., a commercial business that provides aviation services at an airport.

12.2 Lessee shall have the right to assign the Lease in its entirety or to sublease all or any portion of the Leased Premises without needing consent of the County to: (a) any entity resulting from a merger or consolidation with Lessee; (b) any entity succeeding to the business and the assets of Lessee; or (c) any successor to Lessee's assets or business by reason of reorganization or action of governmental or regulatory authority (each a "**Permitted Transferee**"); provided that the net worth of any such Permitted Transferee is equal to a minimum of twenty (20) times the then current (i.e., at the time of the applicable assignment or sublease) annual rental obligations under the Lease. A Permitted Transferee shall also mean any entity to which the County consented to the assignment. Additionally, Lessee may assign the Lease or sublease all or any portion of the Leased Premises to or permit all or any portion of the Leased Premises to be used by any Affiliate of Lessee. For purposes hereof, "Affiliate" means any entity that controls, is controlled by, or is under common control with, Lessee. As used in this Lease, the terms "control", "controlled" or "controlling" shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such controlled person or entity. The ownership, directly or indirectly, of at least fifty-one percent (51%) of the voting securities of, or possession of the right to vote, in the ordinary direction of its affairs, at least fifty-one percent (51%) of the voting interest in, any person or entity shall be presumed to constitute such control.

12.3 In all cases, Lessee agrees to provide the County for review its notice of intent to assign or sublease no fewer than thirty (30) days before expected assignment or sublease execution date and Lessee shall remain obligated to perform all covenants and obligations of Lessee under the Lease notwithstanding the sublease or assignment as a direct surety and not a sub-surety. Notice shall include aircraft fleet / type that will operate out of the Lessee's Leased Premises. The Lessee shall provide to the County whatever reasonable information the County shall request concerning the identity, background, financial responsibility and other qualifications of the entity or entities to whom this Lease or the Leased Premises is proposed to be transferred or assigned. Lessee acknowledges that the County cannot and will not act upon any request for approval of any such proposed transfer or assignment unless and until complete and accurate information is supplied regarding the parties thereto.

12.4 With respect to any assignment or sublease (other than those set forth in clause (a), (b) and (c) in Section 12.2 above), any net profits (after deducting marketing costs, brokerage fees, legal fees and incentives to be given to incoming subtenants or assignees) realized will be split evenly between the County and Lessee.

12.5 The County shall respond to Lessee's request to assign the Lease or sublease any or all of the Leased Premises within thirty (30) days of receipt of Lessee's notice and the provision of all information to the County reasonably requested by the County. Failure of the County to respond within such thirty (30)-day period shall be deemed the County's consent to such assignment or sublease and waiver of the County's recapture right set forth below. The transfer of any of the outstanding capital stock of any corporate tenant shall not be deemed an assignment of the Lease if such transfer shall be, in connection with an initial public offering or otherwise, effected by the sale of such stock through the "over the counter market" or through any recognized stock exchange.

12.6 Notwithstanding anything herein to the contrary, in addition to withholding or granting consent with respect to any proposed assignment of this Lease or proposed sublease of all or a

portion of the Leased Premises, in the event of a proposed assignment of the Lease or sublease for substantially all of the Leased Premises for the entire then remaining term of the Lease, in each case, for which the County's consent is required hereunder, the County shall have the right, to be exercised in writing within thirty (30) days after written notice from Lessee seeking the County's consent to assign this Lease or sublease all or part of the Leased Premises, to terminate the Lease. In such event, the Lease shall terminate as of the date which is the later of, (a) sixty (60) days after the date of the County's election, or (b) the proposed effective date of such assignment or sublease, as if such date were the last day of the Lease Term. For purposes hereof, "substantially all of the Leased Premises" shall mean seventy percent (70%) of the Rentable Area.

12.7 Lessee acknowledges that its assurance of full and faithful performance of these provisions (Article 12) is a special inducement for the County to enter into this Lease. The consummation of a transfer in violation of the provisions of this Article 12, shall constitute a material default hereunder and without limiting any other right or remedy to which the County may be entitled, either at law or hereunder, the County shall be entitled to terminate this Lease in accordance with Article 18 hereof.

12.8 Reserved.

12.9 Any assignment of this Lease approved and ratified by the County shall be on the condition that the assignee accepts and agrees to all of the terms, conditions and provisions of this Lease, and agrees to accept and discharge all of the covenants and obligations of Lessee hereunder, including but not limited to, the payment of all sums due or to become due by Lessee under the terms hereof.

12.10 Subject to all of the terms and provisions hereof, Lessee may, with the prior written consent of the County to be granted or withheld as set forth in Section 12.5 above, sublet a portion or portions of the Leased Premises to a person, partnership, firm, corporation or other corporate entity engaged in a business that is, in the opinion of the County, compatible with Lessee's authorized Airport business, but in no event shall the Lessee sublet all or any portion of the Leased Premises to a fixed base operator.

12.11 No consent by the County to subleasing by Lessee of portions of the Leased Premises shall in any way relieve Lessee of any of its obligations to the County set forth or arising from this lease and a termination of Lessee's rights hereunder shall ipso facto terminate all subleases.

12.12 No consent by the County to subleasing by the Lessee to a person, partnership, firm, corporation or other corporate entity conducting any business for profit derived from activities at the Airport shall be granted by the County without a duly executed permit agreement between the County and the sublessee.

12.13 If the Lessee assigns, sells, conveys, transfers, mortgages, or pledges this Lease or sublets any portion of the Premises in violation of the foregoing provisions of this Article or if the Premises are occupied by anyone other than the Lessee, in violation of the foregoing provisions of this Article 12, the County may collect from any assignee, sublessee or anyone who claims a right to this Lease or who occupies the Premises any charges or fees payable by it and may apply the net amount collected to the rents herein reserved and no such collection shall be deemed a waiver by

the County of the agreements contained in this Article 12 nor of acceptance by the County of any assignee, claimant or occupant, nor as a release of the Lessee by the County from the further performance by the Lessee of the agreements contained herein.

12.14 Each such sublease shall contain a covenant requiring the sublessee to obtain and maintain in full force and effect for the sublease term, a permit from the County to conduct business at the Airport and shall provide that breach of such covenant shall constitute a material default of the sublease which, if not promptly cured, shall cause a termination of such sublease. In no event shall the Lessee sublet all or any portion of the Leased Premises to a fixed base operator.

ARTICLE 13. - CONDEMNATION

13.1 In the event that the Leased Premises or any part thereof shall be condemned and taken by authority of eminent domain for any purpose during the term of this Lease, any award which shall be made as a result of such condemnation or taking shall be paid to the County, it being understood that title to all real property and all Improvements thereon remains fully vested in the County free and clear of any liens or encumbrances; provided, however, that the Lessee, consistent with its rights under applicable law, may appear in any such condemnation proceeding and present its claims for damages to any Improvements erected by Lessee hereunder, if any, arising from such condemnation.

13.2 Rentals and additional rental for that portion of the Leased Premises so taken shall be abated from the date that Lessee is dispossessed therefrom; provided, however, if, in the Lessee's judgment, the remaining portion of the Leased Premises is insufficient for Lessee's operations authorized hereunder, Lessee may terminate this Lease and all of its rights and unaccrued obligations hereunder effective as of the date it is dispossessed of the condemned portion by giving the County thirty (30) days' prior written notice of such termination.

ARTICLE 14. - NON-DISCRIMINATION

14.1 The Lessee, for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the Leased Premises for a purpose for which a United States Government program or activity is extended, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

14.2 The Lessee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (a) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Leased Premises; (b) that in the construction of any Improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (c) that the

Lessee shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

14.3 In this connection, the County reserves the right to take whatever action it might be entitled by law to take in order to enforce this provision. This provision is to be considered as a covenant on the part of the Lessee, a breach of which, continuing more than thirty (30) days after notice by the County to cease and desist, will constitute a material breach of this Lease and will entitle the County, at its option, to exercise its right of termination as provided for herein, or take any action that it deems necessary to enforce compliance herewith.

14.4 The Lessee shall include the foregoing provisions in every agreement or concession pursuant to which any person or persons, other than the Lessee, operates any facility at the Leased Premises providing service to the public and shall include thereon a provision granting the County a right to take such action as the United States or any authorized agency thereof may direct to enforce such covenant.

14.5 The Lessee shall indemnify and hold harmless the County from any claims and demands of third persons including the United States of America resulting from the Lessee's non-compliance with any of the provisions of this Article 14 and the Lessee shall reimburse the County for any loss or expense incurred by reason of such non-compliance.

14.6 The Lessee further assures that it will comply with 14 CFR Part 152, Subpart E, on affirmative action programs to insure that no person shall on the grounds of race, creed, color, national origin, or sex, be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Subpart. The Lessee assures that it will require that its covered suborganizations provide assurances to the Lessee that they similarly will undertake affirmative action programs as required and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

14.7 The Lessee further assures that it will comply with 49 CFR Part 21 as it applies to Title VI. In all its activities performed pursuant to Article 3, the Lessee agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. If the Lessee transfers its obligation to another, the permitted transferee is obligated in the same manner as the Lessee. The above provision obligates the Lessee for the period during which the Leased Premises is owned, used or possessed by the Lessee and the County remains obligated to the FAA.

ARTICLE 15. - GOVERNMENTAL REQUIREMENTS

15.1 The Lessee shall procure, and shall promptly provide to the County upon request, all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Lessee's operations at the Leased Premises which may be necessary for the Lessee's operations thereat. This includes adherence to the Airport Rules and Regulations promulgated in accordance with the provisions of Article 10 hereof. Lessee shall also adhere to the Airport's Noise Abatement Program, including but not limited to, the Voluntary Restraint from Flying ("VRRF") program.

15.2 The Lessee shall pay, as additional rental, all taxes or payments in lieu of taxes, license, certification, permit and examination fees and excise which may be assessed, levied, exacted or imposed on the Leased Premises or operation hereunder or on the gross receipts or income to Lessee therefrom, and shall make all applications, reports and returns required in connection therewith. Nothing in this Lease contained shall require Lessee to pay any franchise, corporate, estate, inheritance, succession, capital, levy, transfer, federal income, or revenue tax of the County in connection with its tenancy.

15.2.1 Without limiting the generality of Section 15.2 above, the Lessee shall pay to the appropriate tax collection agency when due and payable, without deduction or setoff, all real estate taxes, general and special assessments, water rents, rates and charges, sewer rents and all other governmental impositions and charges of every kind and nature, extraordinary and ordinary and any taxes in lieu of the foregoing (hereinafter collectively referred to as "Real Estate Taxes") levied, imposed or assessed by any local taxing authority during the Lease Term of or any part thereof upon the land, buildings and other Improvements constituting the Leased Premises. Lessee shall, in addition to the foregoing, pay any new tax of a nature not presently in effect but which may be hereafter levied, assessed or imposed upon the County or the Leased Premises, if such tax shall be based on or arise out of the ownership, use or operation of the Leased Premises. For the purpose of computing the Lessee's liability for such new type of tax, the Leased Premises shall be deemed the only property of the County.

15.3 Lessee shall have the right, at its own cost and expense, but on prior notice and consent of the County, to institute an action which the County as owner of the Leased Premises could institute pursuant to Article 7 of the Real Property Tax Law or otherwise to obtain judicial review of the assessment of the Leased Premises. If any Real Estate Taxes as may be assessed against the Leased Premises are reduced as a result of such action, the Lessee shall be entitled to the full benefit thereof, including any refund payable to Lessee resulting therefrom. Lessee hereby waives any right otherwise available to it to seek a judicial determination with respect to the non-exempt taxable status of the Leased Premises.

15.4 This Lease shall be subject to the provisions and requirements of any existing or future agreement between the County and the United States, FAA, TSA, CBP, or the State of New York, and shall comply with all FAA grant assurance obligations as set forth on Schedule 18.3 attached hereto. With regard to such agreements executed by the County after the Effective Date, and without limiting Lessee's ability to exercise such rights as it may have at law or in equity: if any such new agreement(s) materially and adversely affect Lessee's ability to use the Leased Premises for the purposes specified herein, Lessee shall be entitled to an equitable abatement of rent,

commensurate with the extent of such material and adverse effect on Lessee's use; provided, however, that if such equitable abatement of rent amounts to at least seventy-five percent (75%) of such rent, Lessee shall have the right, during the period for which said equitable abatement remains at said level, up to a maximum period of six (6) months beginning on the effective date of each such new agreement, to provide notice to the County that Lessee is electing to terminate this Lease, which termination shall be effective one hundred and twenty (120) days after such notice.

15.4.1 Lessee shall comply with all written instructions of the County in disposing of its trash and refuse at Lessee's expense and shall use a system of refuse disposal approved by the County and in compliance with Customs and Border Protection ("CBP") regulations (<https://www.aphis.usda.gov/regulated-garbage>) where applicable. Lessee shall be responsible for removal from the Airport or otherwise disposing of in a manner approved by the County and in compliance with CBP regulations (where applicable), all garbage, debris and other waste materials (whether solid or liquid) arising out of its occupancy of the Leased Premises or out of its operations, inclusive of CBP-regulated waste. Lessee shall dispose of its sewage through the County's system. Lessee shall provide and use suitable covered metal or other rigidly and sturdily constructed receptacles, suitably screened from public view, for all garbage, trash and other refuse created on or arising in connection with the activities conducted on the Leased Premises. Piling of boxes, cartons, barrels or other similar items, in an unsightly or unsafe manner, on or about the Leased Premises is forbidden. The manner of handling and disposing of trash, garbage and other refuse and the frequency of removal thereof from the Airport premises shall at all times be subject to the rules, regulations and approval of the County. Lessee shall use extreme care when effecting removal of all such waste to prevent littering in or upon the Airport premises.

15.4.2 Lessee shall, at its sole cost and expense, comply with all applicable federal, state, and local laws, rules, regulations, orders, and directives, including, without limitation, all requirements of the Department of Homeland Security (DHS), inclusive of the Transportation Security Administration (TSA) any other governmental authority having legal jurisdiction over the Airport or the Premises. Lessee shall comply with the Airport Security Program (ASP), minimum standards, policies, procedures, and security requirements now in effect or hereafter adopted. With regard to such laws, rules, regulations, orders, and directives established after the Effective Date, and without limiting Lessee's ability to exercise such rights as it may have at law or in equity: if such new laws, rules, regulations, orders, and directives materially and adversely affect Lessee's ability to use the Leased Premises for the purposes specified herein, Lessee shall be entitled to an equitable abatement of rent, commensurate with the extent of such material and adverse effect on Lessee's use; provided, however, that if such equitable abatement of rent amounts to at least seventy-five percent (75%) of such rent, Lessee shall have the right, during the period for which said equitable abatement remains at said level, up to a maximum period of six (6) months beginning on the effective date of such new laws, rules, regulations, orders, and directives, to provide notice to the County that Lessee is electing to terminate this Lease, which termination shall be effective one hundred and twenty (120) days after such notice.

Lessee shall not engage in any act or omission that would cause the Airport to be in violation of any security compliance requirement (it being agreed that Lessee's use of the Leased Premises for the uses permitted under this Lease shall not, in and of itself, be deemed to cause such violation) and shall ensure that its employees, agents, contractors, invitees, and guests comply with all access

control, identification, escort, and restricted-area requirements. Lessee's failure to comply with this provision shall constitute a material breach of this Lease and may result in suspension of access privileges by those violating individual(s) up to or including all individuals, as permitted by law.

15.5 The Lessee shall comply with the provisions of the Fair Labor Standards Act - 29 CFR Part 201 ("FLSA"), with the same force and effect as if given in full text herein. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Lessee has full responsibility to monitor compliance with the referenced statute or regulation. The Lessee must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

15.6 The Lessee shall comply with the requirements of the Occupational Safety and Health Act of 1970 - 29 CFR Part 1910 ("OSHA") with the same force and effect as if given in full text. The Lessee must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Lessee retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of OSHA. The Lessee must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

15.7 Lessee's occupancy shall comply with all health and safety laws and regulations and any other federal, state or municipal laws, ordinances, rules, regulations and requirements, applicable to the Leased Premises and its operations at the Airport hereunder.

15.8 In addition to compliance by the Lessee with all laws, ordinances, governmental rules, regulations and orders now or at any time in effect during the term hereunder which as a matter of law are applicable to the operation, use or maintenance by the Lessee of the Leased Premises or the operations of the Lessee under this Lease, the Lessee agrees that it shall conduct all its operations under this Lease and shall operate, use and maintain the Leased Premises in such manner that demonstrates its efforts in endeavoring to cause a minimum of air pollution or any other type of pollution and a minimum of noise emanating from arising out of or resulting from the operation, use or maintenance of the Leased Premises by the Lessee and from the operations of the Lessee under this Lease.

15.8.1 The County hereby reserves the right from time to time and at any time during the term of the Lease to require the Lessee, and the Lessee agrees, to design and construct at its sole cost and expense, subject to the provisions of Article 5 of this Lease, such reasonable structures, fences, equipment, devices and other facilities as may be necessary or appropriate to accomplish the objective as set forth in the first sentence of Section 15.7. All locations, the manner, type and method of construction and the size of any of the foregoing shall comply with applicable laws and regulations.

15.8.2 The Lessee shall submit for County approval a construction application together with its plans and specifications covering the required work or any other work and upon receiving such approval shall proceed diligently to construct the same.

ARTICLE 16.- RIGHTS OF ENTRY RESERVED

16.1 The County, by its officers, employees, agents, representatives and contractors shall have the right at all reasonable times, upon reasonable notice to Lessee except in cases of emergency, to enter upon the Leased Premises for any and all purposes, provided, such action by the County, its officers, employees, agents, representatives and contractors does not unreasonably interfere with the Lessee's use, occupancy, or security requirements of the Leased Premises. The County shall not be required to provide any notice to the Lessee to access the County generator and the County equipment shelter.

16.2 Without limiting the generality of the foregoing, the County, by its officers, employees, agents, representatives, contractors and furnishers of utilities and other Services shall have the right, at its own cost and expense, whether for its own benefit, or for the benefit of others than the Lessee at the Airport, to maintain existing and future utility, mechanical, electrical and other systems and to enter upon the Leased Premises at all reasonable times, upon reasonable notice except in cases of emergency, to make such repairs, replacements or alterations thereto, as may, in the opinion of the County, be deemed necessary or advisable, and from time to time to construct or install over, in or under the Leased Premises such systems or parts thereof and in connection with such maintenance use the Leased Premises for access to other parts of the Airport otherwise not conveniently accessible; provided, however, that in the exercise of such right of access, repair, alteration or new construction, the County shall not unreasonably interfere with the actual use and occupancy of the Leased Premises by the Lessee. It is specifically understood and agreed that the reservation of the aforesaid right by the County shall not impose or be construed to impose upon the County any obligation to repair, replace or alter any utility service lines now or hereafter located on the Leased Premises for the purpose of providing utility services only to the Leased Premises.

16.3 In the event that any personal property of Lessee shall obstruct the access of the County, its officers, employees, agents or contractors, or the utility company furnishing utility service to any of the existing utility, mechanical, electrical and other systems, and thus shall interfere with the inspection, maintenance or repair of any such system, Lessee shall move such property, as directed by the County or said utility company, in order that access may be had to the system or part thereof for inspection, maintenance or repair. If Lessee shall fail to so move such property after direction from the County or said utility company to do so, except for aircraft (including helicopters), the County or the utility company may move it, and the Lessee hereby agrees to pay the cost of such moving upon demand, and further Lessee hereby waives any claim for damages as a result therefrom, except for claims for damages arising from the County's sole negligence.

16.4 Exercise of any or all of the foregoing rights, by the County, or others under right of the County, shall not be, nor be construed to be, an eviction of Lessee, nor be made the grounds for any abatement or rental nor any claim or demand for damages consequential or otherwise.

ARTICLE 17. - ADDITIONAL RENTS AND CHARGES

17.1 In the event Lessee fails within forty-five (45) days after receipt of written notice from the County to perform or commence to perform any obligation required herein to be performed by Lessee, and any subsequent applicable notice and cure period, the County may enter the Leased

Premises (without such entering causing or constituting a cancellation of this Lease or an interference with the possession of such Leased Premises by Lessee) and do all things reasonably necessary to perform such obligation, charging to Lessee the cost and expense thereof, including reasonable attorney fees, and Lessee agrees to pay to the County upon demand such charge in addition to any other amounts payable by Lessee hereunder. Provided, however, that if Lessee's failure to perform such obligation endangers the safety of the public or employees or property of the County, or other tenants of the Airport, and the County so states in its notice to Lessee, the County may perform such obligation of Lessee at any time after the giving of such notice, and charge to Lessee the reasonable cost and expense, including reasonable attorney fees, thereof which Lessee shall pay upon demand.

17.2 If the County, after any applicable notice and cure period required in the Lease and the expiration thereof, elects to pay any sum or sums or incur any obligation or expense by reason of the failure, neglect or refusal of Lessee to perform or fulfill any one or more of the conditions, covenants or agreements contained in this Lease, or as the result of any act or omission of Lessee contrary to said conditions, covenants or agreements, Lessee hereby agrees to pay the sum or sums so paid or expense so incurred by the County as the result of such failure, neglect or refusal or Lessee, including interest, not to exceed ten percent (10%) per annum, together with all costs, damages, penalties and reasonable attorney's fees. In such event, the total of such amounts may be added to any installment of rent thereafter due hereunder, and each and every part of the same shall be and become additional rent recoverable by the County in the same manner and with like remedies as if it were originally a part of the rent provided for in this Lease.

17.3 Lessee shall pay, as additional rent, its Proportionate Share of the County's actual and reasonable out-of-pocket costs incurred to comply with any federal, state or locally mandated security measures applicable to the Airport as a whole (as opposed to any tenant or occupant specifically or to the County). Upon request, the County shall provide to Lessee supporting documentation of such charges.

ARTICLE 18. - TERMINATION BY COUNTY

18.1 In the event that the Lessee shall default in the payment of rental, additional rental or any other charges required by this Lease to be paid to the County, and such default shall continue for a period of ten (10) days after notice from the County, the County may terminate this Lease and all rights and privileges granted hereby to the Lessee in and to the Leased Premises on forty-five (45) days prior notice to Lessee. If Lessee shall fail to cure its default by payment of the delinquent amount in full within such forty-five (45) day period, this Lease and all rights and privileges granted hereby in and to the Leased Premises shall terminate.

18.1.1 At any time following a default in the payment of rental, additional rental or any other charges by Lessee which has been cured pursuant to Section 18.1 above, the County may demand and Lessee shall deliver to the County within five (5) days after demand a current annual report of Lessee to present fairly Lessee's financial condition. If Lessee shall fail to deliver its current annual report in accordance with this Section 18.1.1, Lessee shall conclusively be deemed in material default of this Section 18.1.1 of its obligations hereunder.

18.2 This Lease together with all rights and privileges granted in and to the Leased Premises shall terminate if not cured within forty-five (45) days written notice of such default by the County to Lessee, upon the happening of any one or more of the following events:

18.2.1 If Lessee shall generally not pay its debts as they become due or shall admit in writing its inability to pay its debts, or shall make a general assignment for the benefit of creditors; or the Lessee shall commence any case, proceeding or action seeking to have an order for relief entered on its behalf as debtor or to adjudicate it as bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property; or the Lessee shall take any corporate action to authorize or in contemplation of any of the actions set forth in this Section 18.2.1.

18.2.2. If Lessee shall abandon the conduct of its authorized Airport business at the Airport. In this connection suspension of operations for a period of ninety (90) consecutive days will be considered abandonment in the absence of a satisfactory explanation, which is accepted in writing by the County.

18.3 Upon the default by Lessee in the performance of any covenant or conditions required to be performed by Lessee (other than a default which can be cured by the payment of money pursuant to Section 18.1 above), or any act that jeopardizes the County's compliance with FAA Grant Assurances per Schedule 18.3 hereof, and the failure of Lessee to remedy such default after notice thereof from the County to Lessee as set forth in Section 18.1 above and the expiration of thirty (30) days after the giving of such notice by the County, the County shall have the right to cancel this Lease for such cause; provided, however, that if such default by its nature or under the circumstances is not susceptible of cure within such period, same shall be extended provided Lessee commences to cure within such thirty (30) day period and diligently prosecutes such cure. Notwithstanding the foregoing, in the event the Lessee assigns or subleases the Leased Premises in violation of Article 12 of this Lease there shall be no additional cure period provided to Lessee.

18.4 Upon the default by Lessee, and the giving of notice by the County to cancel this Lease as provided for herein, said notice of cancellation shall become final in accordance with its terms; provided, however, that should the County determine after the cure period specified herein that Lessee is diligently remedying such default to completion, as determined by the County in its sole and absolute discretion, and so advise Lessee in writing, said notice of cancellation shall be held in abeyance. If, however, the County determines that such default is no longer being diligently remedied to conclusion, as determined in the County's sole and absolute discretion, the County shall so advise Lessee in writing, and said notice of cancellation shall no longer be held in abeyance for any reason and shall become final without further notice to Lessee. The determination of the County in this regard shall in all events be conclusive and binding upon Lessee.

18.5 Upon the cancellation or termination of this Lease pursuant to this Lease, all rights of Lessee, tenants and any other persons in possession shall terminate, including all rights or alleged rights of creditors, trustees, assigns, and all others similarly so situated as to the Leased Premises. Upon said cancellation or termination of this Lease pursuant to this Lease, the Leased Premises, except for such personal property which may be removed from said Leased Premises as provided

elsewhere herein, shall be free and clear of all encumbrances and all claims of Lessee, its tenants, creditors, trustees, assigns and all others and the County shall have immediate right of possession to the Leased Premises.

18.6 Failure of the County to take any authorized action upon default by Lessee of any of the terms covenants or conditions required to be performed, kept and observed by Lessee shall not be construed to be, nor act as, a waiver of said default nor of any subsequent default of any of the terms, covenants and conditions contained herein to be performed, kept and observed by Lessee. Acceptance of rentals by the County from Lessee, or performance by the County under the terms hereof, for any period or periods after a default by Lessee of any of the terms, covenants and conditions herein required to be performed, kept and observed by Lessee shall not be deemed a waiver or estoppel of any right on the part of the County to cancel this Lease.

18.7 Reserved.

ARTICLE 19. – ENVIRONMENTAL MANAGEMENT SYSTEMS REQUIREMENTS

19.1 Lessee understands and acknowledges the following: (a) the Airport has been subject to commercial and industrial uses since at least 1940 and is currently enrolled in the New York State Brownfield Cleanup Program (“BCP”) pursuant to the Brownfield Site Cleanup Agreement, Index No. C360174-07-21, dated August 10, 2021, by and between the Westchester County Airport and the New York State Department of Environmental Conservation (“DEC”), as may be amended or supplemented from time to time (the “BCA”); and, (b) in accord with the BCP and the BCA, an Interim Site Management Plan (the “ISMP”) for the Airport, was prepared for the County by Terracon Consultants-NY, Inc. (the “Consultant”) dated June 13, 2025 and acknowledged by DEC by letter dated June 25, 2025. Lessee acknowledges and recognizes the prior and current use of the Airport, that any repairs, replacements or other actions taken by Lessee at or to the Leased Premises may encounter pre-existing contamination that may require special handling, health-safety, and/or disposal methods and all actions shall be subject to the BCA and ISMP.

19.2 Lessee will participate in and comply with the requirements of the Airport’s Environmental Management System (AEMS), Airport Carbon Accreditation (ACA) (pending), ISO 14001 certification, the BCA and ISMP, as may be amended or supplemented from time to time, to the extent applicable to Lessee’s operations, through the Initial Term, the Initial Renewal Term and the Additional Renewal Term of this Lease. Lessee shall not be responsible for remediating or disposing of any hazardous substances or materials located within or emanating from the Leased Premises other than those introduced by Lessee, its agents, employees or contractors; provided, however, that Lessee, upon obtaining actual or constructive knowledge of such substances or materials at the Leased Premises, shall implement such ordinary mitigation measures as a reasonably prudent person or entity in like circumstances would implement; and provided that Lessee shall not perform any repairs or replacements or take other actions at the Leased Premises if the performance of such repair, replacement, or other action may disturb or release hazardous materials and/or is not in accord with the BCA, the ISMP, and the Work Plan (defined below). The parties will mutually cooperate to effectuate a repair (which may be temporary), replacement, or other action to make the Leased Premises usable for Lessee’s operations in a manner that avoids or otherwise minimizes the potential disturbance of any hazardous materials.

If any Apron Improvements are necessary (in Lessee's reasonable discretion) the same shall require a work plan for Hangar E Apron Improvements in accord with the BCA and ISMP (the "**Work Plan**"). The County shall use good faith efforts with the advice and consent of the Consultant to obtain DEC approval of the Work Plan (the "**Approved Work Plan**"). The Lessee shall pay all costs and expenses incidental and directly related to the preparation, submission and approval of the Work Plan and shall perform such work as set forth in the Approved Work Plan, at Lessee's cost and expense and with the oversight, advice and consent of the Consultant. To the extent that the removal from the site of Excess Environmental Media (defined below) disturbed or generated during Lessee's Apron Improvements results in costs and expenses in addition to what would otherwise be incurred but for the presence of Excess Environmental Media, the County will reimburse Lessee for one-hundred percent (100%) of the incremental removal, transportation, disposal, and treatment costs above what the Lessee would have otherwise been required to pay if the removed/disposed media were suitable for Unrestricted or Beneficial Reuse as set forth in DER-10/Technical Guidance for Site Investigation and Remediation and 6 NYCRR Sec. 360.12 (the "**Work Plan Reimbursement Amount**"). Such reimbursements (which may be in progress payments, offset against Base Rent, or one lump sum at the County's election) hereunder shall be made by the County to Lessee within ninety (90) days following Lessee's delivery of an invoice therefor, with sufficient backup documentation of the Work Plan Reimbursement Amount (each such date, a "**Payment Due Date**"). If the County elects not to pay the Work Reimbursement Amount in one lump sum, or as progress payments but instead elects to pay the Work Reimbursement Amount as a deduction against the monthly Base Rent due by Lessee, such deduction shall not exceed 50% of the Base Rent next due and payable, and shall be made until the Work Reimbursement Amount is paid in full. The obligations set forth herein shall survive the expiration or sooner termination of this Lease. For purposes of this Article, Excess Environmental Media shall mean the contaminated soil, water and sediment that exceed NYSDEC's Standards, Criteria and Guidance (SCG) levels and that are excavated or collected for off-site treatment or disposal.

19.3 Lessee shall use only a working supply of flammable liquids within any covered or enclosed portion of the Leased Premises. Any other supplies of such liquids shall be kept and stored in safety containers of a type approved by the Underwriters Laboratories. The term "working supply" as used in this Section 19.3 shall mean the amount generated and/or utilized by Lessee during any normal workday.

ARTICLE 20. – RESTORATION AT END OF TERM, SURRENDER AND RIGHT OF RE-ENTRY

20.1 Upon the cancellation or termination of this Lease pursuant to any terms hereof, Lessee agrees peaceably to surrender up the Leased Premises to the County in its then-as-is condition, broom clean, removing only all files, documents and similar personal property of the Lessee. Lessee shall repair all damage caused by such removal. The aforementioned notwithstanding, the County reserves the right, to be exercised no later than four (4) months prior to the end of the Lease Term, to require the Lessee to remove the solar panels and ancillary equipment and connections at the end of the Lease Term, if any, and the roof to be restored to a condition as if the solar panels had not been added to the roof. Lessee shall have no obligation to remove or restore Improvements. Upon such cancellation or termination, the County may re-enter and repossess the Leased Premises together with all Improvements and additions thereto, or pursue any remedy

permitted by law for the enforcement of any of the provisions of this Lease, at the County's election. Furthermore, upon such cancellation or termination, and for a reasonable time thereafter (not exceeding thirty (30) days after such cancellation or termination, and for which period Lessee will pay to the County current lease rentals), or during the term of this Lease, if Lessee is not in default in rentals or any other charges or obligations due the County, Lessee shall have the right to remove its personal property, fixtures and trade equipment which it may have on the Leased Premises, provided (i) the removal thereof does not impair, limit or destroy the utility of said Leased Premises or building for the purpose for which they were constructed or improved, and (ii) Lessee repairs all damages that might be occasioned by such removal, and restores the Leased Premises to the condition above required.

ARTICLE 21. - SERVICES TO LESSEE

21.1 Exclusive of the Apron, which is Lessee's obligation, the County agrees to use its best efforts to maintain the runways and taxiways in a state of good repair, inclusive of snow and ice removal. The Lessee understands and acknowledges that there may be occasion when access to the Leased Premises is temporarily unavailable for maintenance, repairs and/or snow removal of adjacent areas.

21.2 The County covenants and agrees that during the term of this Lease it will operate the Airport as such for the use and benefit of the public; provided, however, that the County may prohibit or limit any given type, kind, or class of aeronautical use of the Airport if such action is necessary for the safe operation of the Airport or necessary to serve the civil aviation needs of the public. The County agrees to perform all maintenance, repairs and alterations in such a manner as to minimize interference with Lessee's operations in the Leased Premises. Prior to performing any voluntary alterations and non-emergency repairs, the County shall inform and to the extent possible, consult with Lessee, with respect to the timing of voluntary alterations and non-emergency repairs. The County further agrees to use its best efforts to maintain the runways and taxiways in good repair including the removal of snow. The County agrees to use its best efforts to keep in good repair hard-surfaced public roads for access to the Leased Premises. The County also agrees to use its best efforts to maintain its water and sanitary sewer and storm facilities in areas designated for utilities or easements adjacent to or under the Leased Premises.

21.2.1 If Lessee is unable to use or access the Rentable Area that is critical to its ability to operate for aviation flight services purposes or provide direct flight support due to the County's failure to provide services or perform repairs as required under the Lease or the County's performance of any repairs or alterations and such failure continues for thirty (30) days following notice from Lessee, provided that the County is unable to temporarily accommodate such aviation flight services or direct flight support elsewhere at the Airport in a manner reasonably acceptable to Lessee, Lessee shall be entitled to an abatement of Base Rent and recurring additional rent on an equitable basis until Lessee is able to utilize (and access) its Rentable Area for aviation flight services and direct flight support business needs. The County shall have the right to inspect the Rentable Area (which it shall exercise within five (5) business days following Lessee's notice or such right shall be deemed waived) and Lessee must show proof it cannot operate (in full or material part) in its Rentable Area or re-accommodated area (which may be due to lack of access thereto) in order for rent abatement provision to be applicable.

21.3 Lessee will contract with and obtain all required permits from the appropriate the County departments for any utility services provided by the County with respect to the Leased Premises used exclusively by Lessee, paying any required connection fees, including those to be paid by owners and all such services will be provided at rates and on terms and conditions established by the County for similar users in the County.

21.4 Lessee will also contract with and obtain utilities from furnishers with the jurisdiction to provide such utilities and shall pay for all water, gas, electricity, sanitary sewer service, other utilities, telephone, burglary and Fire Protection Services furnished to the Leased Premises used exclusively by Lessee (whether direct to the applicable utility provider or to the County as part of operating costs, as applicable), it being agreed that the County shall provide, or cause to be provided, necessary utilities to (i) the common areas of the airport utilized by Lessee and (ii) the point of connection to the portion thereof exclusively serving the Leased Premises. The County shall bill the Lessee for reimbursement of any utilities the County pays for the Leased Premises (without duplication of any utilities that Lessee obtains in its own name), it being agreed that with respect to the portions of the Leased Premises that are not utilized exclusively by Lessee, Lessee shall only be obligated to pay its Proportionate Share.

ARTICLE 22. - SURVIVAL OF THE OBLIGATIONS OF THE LESSEE

22.1 In the event that the Lease shall have been terminated in accordance with a notice of termination as provided in Article 18 hereof, all the obligations of the Lessee under this Lease shall survive such termination, re-entry, retaining or resumption of possession and shall remain in full force and effect for the full term of this Lease, and the amount or amounts of damages or deficiency (excluding consequential damages) shall become due and payable to the County to the same extent, at the same time or times, and in the same manner as if no termination, reentry, regaining or resumption of possession had taken place. The County may maintain separate actions each month to recover the damage or deficiency then due or at its option and at any time may sue to recover the full deficiency less the proper discount for the entire unexpired term of this Lease.

22.2 The amount of damages for the period of time subsequent to termination (or reentry, regaining or resumption of possession) on account of Lessee's rental obligations, shall be the sum of the following:

22.2.1 The amount of the total of all installments of rents, less the installments thereof paid or payable prior to the effective date of termination except that the credit to be allowed for the installment payable on the first (1st) day of the month in which the termination is effective shall be prorated for the part of the month the Lease remains in effect on the basis of the total days in the month.

22.2.2 An amount equal to all expenses incurred by the County in connection with Lessee's default under the lease, regaining possession, restoring the Leased Premises, acquiring a new lease for the Leased Premises, legal expenses (including but not limited to attorney's fees and court costs), putting the Leased Premises in order, maintenance and brokerage fees.

ARTICLE 23. - USE SUBSEQUENT TO CANCELLATION OR TERMINATION

23.1 The County, upon termination or cancellation pursuant to Article 18 hereof, may occupy the Leased Premises or may enter into an agreement with another lessee and shall have the right to permit any person, firm or corporation to enter upon the Leased Premises and use the same. Such use may be of only part of the Leased Premises or of the entire Leased Premises, together with other premises, and for a period of time the same as or different from the balance of the term hereunder remaining, and on terms and conditions the same as or different from those set forth in this Lease.

23.2 The County shall also, upon said termination or cancellation, or upon said re-entry, regaining or resumption of possession, have the right to repair and to make structural or other changes in the Leased Premises, including changes which alter its character and the suitability thereof for the purposes of the Lessee under this Lease, without affecting, altering or diminishing the obligations of the Lessee hereunder, provided, that any structural changes shall not be at Lessee's expense.

23.3 In the event either of use by others or of any actual use and occupancy by the County, there shall be credited to the account of the Lessee against its survived obligations hereunder any net amount remaining after deducting from the amount actually received from any Lessee, licensee, permittee or other occupant in connection with the use of the said Leased Premises or portion thereof during the balance of the term of use and occupancy as the same is originally stated in this Lease, or from the market value of the occupancy of such portion of the Leased Premises as the County may itself during such period actually use and occupy, all expenses, costs and disbursements incurred or paid by the County in connection therewith. No such use and occupancy shall be or be construed to be an acceptance of a surrender of the Leased Premises, nor shall such use and occupancy constitute a waiver of any rights of the County hereunder. The County will use its commercially reasonable efforts to minimize damages to Lessee under this Article 23.

ARTICLE 24. - LIMITATION OF RIGHTS AND PRIVILEGES GRANTED

24. Except for the exclusive right of Lessee to possession of the Leased Premises, no exclusive rights at the Airport are granted by this Lease and no greater rights or privileges with respect to the use of the Leased Premises or any part thereof are granted or intended to be granted to the Lessee by this Lease, or by any provision thereof, than the rights and privileges expressly and specifically granted hereby.

ARTICLE 25. - NOTICES

25. All notices, consents and approvals required or desired to be given by the parties hereto shall be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized overnight courier service or by First Class United States Mail, certified, return receipt requested, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt.

To the County:

Commissioner
Department of Public Works and Transportation
Michaelian Office Building, 5th Floor
148 Martine Ave
White Plains, New York 10601

with copies to:

Airport Manager
Westchester County Airport
240 Airport Road, Suite 202
White Plains, New York 10604

and

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

To Lessee:

Citibank, N.A.
c/o Real Estate Services
388 Greenwich Street, 18th Floor
New York, New York 10013
Attention: Director of Real Estate
Re: "Westchester Aviation Hangar Real Estate Notice"

with a copy to:

Citigroup Aviation
Citigroup Inc.
79 Tower Road Hangar E2
West Harrison, New York 10604
Attention: Director of Operations (Real Estate)
Re: "Westchester Aviation Hangar Real Estate Notice"

with a courtesy copy, which is shall not be necessary for the satisfaction of the notice requirements hereunder, to:

Email: NAMLeaseAdmin@citi.com
Re: "Westchester Aviation Hangar Real Estate Notice"

Copies of any notice commencing or relating to any default by, or action, suit or proceeding against, Lessee arising under this Lease shall reference this Lease, the specific provisions under which default is alleged and shall also be sent to the following address:

Citigroup Inc.
388 Greenwich Street, 17th Floor
New York, New York 10013
Attention: Associate General Counsel-Real Estate
Re: "Westchester Aviation Hangar Real Estate Notice"

and

Hogan Lovells US LLP
390 Madison Avenue
New York, New York 10017
Attention: Trevor T. Adler, Esq.

ARTICLE 26. - HOLDING OVER

26.1 No holding over by Lessee after the termination of this lease shall operate to extend or renew this lease for any further term whatsoever but Lessee will by such holding over become a tenant-at-will of the County and after written notice by the County to vacate such premises, continued occupancy thereof by Lessee shall constitute Lessee a trespasser.

26.2 Any holding over by Lessee beyond the thirty (30) day period permitted for removal of files, documents and similar personal property of Lessee, without the written consent of the County, shall make Lessee liable to the County for damages equal to one hundred fifty percent (150%) of the then-applicable Base Rent which was in effect at the termination of the Lease.

26.3 All insurance coverage that Lessee is required under the provisions hereof to maintain in effect shall continue in effect for so long as Lessee, or any of Lessee's sublessees, occupy the Leased Premises or any part thereof.

ARTICLE 27. - RESERVED

27. Reserved.

ARTICLE 28. - INVALID PROVISIONS

28. The invalidity of any provisions, articles, paragraphs, sections, subsections, portions, or clauses of this Lease shall have no effect upon the validity of any other part or portion hereof, so long as the remainder shall constitute an enforceable agreement.

ARTICLE 29. - MISCELLANEOUS PROVISIONS

29.1. Remedies to be Non-Exclusive. All remedies provided in this Lease shall be deemed cumulative and additional and not in lieu of, or exclusive of, each other, or of any other remedy available to the County, or Lessee, at law or in equity, and the exercise of any remedy, or the existence herein of other remedies or indemnities, shall not prevent the exercise of any other remedy.

29.2. Non-Waiver of Rights. The failure by either party to exercise any right or rights accruing to it by virtue of the breach of any covenant, condition or agreement herein by the other party shall not operate as a waiver of the exercise of such right or rights in the event of any subsequent breach by such other party, nor shall such other party be relieved thereby from its obligations under the terms hereof.

29.3. Force Majeure. Neither party shall be held liable or responsible to the other party or be deemed to have defaulted under or breached this Lease for failure or delay in fulfilling or performing any term of this Lease when such failure or delay is caused by or results from causes beyond the reasonable control of the non-performing party, including fires, floods, earthquakes, embargoes, shortages, epidemics, quarantines, war, acts of war (whether war be declared or not), acts of terrorism, insurrections, riots, civil commotion, strikes, lockouts or other labor disturbances, acts of God or acts, omissions or delays in acting by any governmental authority. The non-performing party shall notify the other party of such force majeure within ten (10) days after such occurrence by giving written notice to the other party stating the nature of the event, its anticipated duration, and any action being taken to avoid or minimize its effect. The suspension of performance shall be of no greater scope and no longer duration than is necessary and the non-performing party shall use commercially reasonable efforts to remedy its inability to perform.

This Force Majeure clause shall not excuse a party from performance or excuse any liability under the Lease to the extent that its performance is, was or would have been so suspended, delayed or interrupted by another cause for which the party is responsible. Notwithstanding, this section shall not excuse Lessee from paying the rentals herein specified.

29.4. Non-liability of Individuals. No director, officer, agent or employee of either party hereto shall be charged personally or held contractually liable by or to the other party under any term or provision of this Lease or of any supplement, modification or amendment to this Lease because of any breach thereof, or because of his or their execution or attempted execution of the same.

29.5. Quiet Enjoyment. Provided that no event of default of Lessee beyond any notice, cure or grace period has occurred and is continuing, and this Lease is in full force and effect, the County covenants and agrees that Lessee shall lawfully and quietly hold, occupy and enjoy the Premises during the term of this Lease, without hindrance or molestation by or from anyone claiming by, through or under the County.

29.6. Limited Use. Lessee shall not use, or permit the use of, the Leased Premises, or any part thereof, for any purpose or use other than those authorized by this Lease.

29.7. Choice of Law and Choice of Venue. This Lease shall be construed in accordance with the Laws of the State of New York. In addition, the parties hereby agree that any cause of action arising of this Agreement shall be brought in the County of Westchester.

29.8. Benefit. This Lease is made for the sole and exclusive benefit of the County and Lessee, their successors and assigns, and is not made for the benefit of any third-party.

29.9. Ambiguity. In the event of any ambiguity in any of the terms of this Lease, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

29.10. Binding Effect. All covenants, stipulations and agreements in this Lease shall extend to and bind each party hereto, its legal representatives, successors and assigns.

29.11. Effectiveness. This Lease shall not become effective until same has been fully and properly executed and delivered by both parties hereto, subject to the County's receipt of all necessary legal approvals, which have all now been received.

29.12. Title. The titles of the several articles of this Lease are inserted herein for convenience only and are not intended and shall not be construed to affect in any manner the terms and provisions hereof, or the interpretation or construction hereof.

29.13. No Partnership. Nothing herein contained shall create or be construed as creating a co-partnership between the County and the Lessee or to constitute the Lessee an agent of the County. The County and the Lessee each expressly disclaim the existence of such a relationship between them.

29.14. Living Wage Law.

(a) This Lease is subject to the Westchester County Living Wage Incentive as set forth in Article III of Chapter 233 of the Laws of Westchester County ("Article III"). Article III requires that all covered Employers shall provide payment of the Living Wage Incentive as set forth in §233.402 of the Laws of Westchester County.

(b) Pursuant to the provisions of Article III, the County shall have the authority, under the appropriate circumstances, to terminate this Lease and seek other remedies as set forth therein, for violations of this Article.

(c) The Lessee agrees to uphold the Worker Retention Policy for Certain Covered Employees as set forth in §233.403, where such provision is applicable. The Lessee agrees to require any subcontractor or other employer that will provide Home Care Services or Building Services in connection with this Lease, to pay the Living Wage Incentive Rate and

comply with all other requirements of Article III, including the Worker Retention Policy for Certain Covered Employees, where such provision is applicable. A copy of Article III has been provided to the Lessee.

29.15 County and Airport Manager Determinations and Consents. Except as otherwise set forth herein and for the avoidance of doubt, all calculations, determinations and similar actions by the County, the Airport, the Airport Manager or any of their employees, agents or other representatives in connection with this Lease shall be the sole and absolute discretion of the County, the Airport, and/or the Airport Manager, as the case may be.

29.16 Estoppel Certificate. The County and Lessee each agree at any time and from time to time upon not less than thirty (30) business days' prior written notice by the other party, to execute, acknowledge and deliver to such other party or any other party specified by such other party a statement in writing certifying the following: (i) that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same, as modified, is in full force and effect and stating the modifications); (ii) the date to which each obligation constituting fees and additional rent has been paid; and (iii) whether or not to the actual knowledge of the certifying party, there are any continuing defaults or events which with the giving of notice or the passage of time or both would constitute a default or event of default hereunder. Under no circumstances shall either party be required to execute and deliver to, or on account of, the other party more than two (2) estoppel certificates in any given Lease year.

29.17 Attorney Fees. Each party in all cases is responsible for its own attorneys' fees, except as otherwise explicitly provided herein.

29.18 Exculpation. This Lease is made on behalf of the County and the Lessee by an officer, director or manager of each, not individually, but solely in their capacity in such office as authorized by the officers, managers or directors of each, pursuant to their respective charters, statutes or bylaws. The obligations of this Lease are not binding upon, nor shall resort be had to the private property of any of the officers, managers, directors, shareholders, members, agents and employees of the County or Lessee and their parents, subsidiaries and affiliated companies, as applicable. The County agrees to look solely to Lessee and its assets, and the Lessee agrees to look solely to the County and its assets, for the satisfaction of any liability or obligation arising under this Lease or for the performance of any covenants, warranties or other agreements contained in this Lease. The provisions of this Section 29.18 shall survive the expiration or sooner termination of this Lease.

29.19 OFAC Representations.

(a) The County represents and warrants to Lessee that (i) the Office of Foreign Assets Control of the United States Department of the Treasury ("OFAC") has not listed the County or any of its affiliates, or any person that controls, is controlled by, or is under common control with such party, or any principal, director, officer or employee of any of the foregoing (individually and collectively, a "County Party") on OFAC's list of Specially Designated Nations and Blocked Persons and/or on any other similar list maintained by OFAC pursuant to any authorizing statute,

executive order or regulation; (ii) the County is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order, the United States Treasury Department, or United States Office of Homeland Security as a terrorist, Specially Designated National and Blocked Person, or other banned or blocked person, group, entity, nation or pursuant to any law, order, rule or regulation that is enforced or administered by OFAC; and (iii) neither the County nor any County Party is subject to any sanctions administered by the United States, including those administered by OFAC and provisions under the Comprehensive Iran Accountability and Divestment Act, the United Nations or the European Union (collectively, “**Sanctions Regulations**”). The County covenants that throughout the term of the Lease, the County shall have in place adequate policies and procedures that are reasonably designed to ensure the foregoing representations and warranties remain true and correct at all times.

(b) Lessee represents and warrants to the County that (i) OFAC has not listed Lessee or any of its affiliates, or any person that controls, is controlled by, or is under common control with such party (individually and collectively, a “**Lessee Party**”) on OFAC’s list of Specially Designated Nations and Blocked Persons and/or on any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation; and (ii) Lessee is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order, the United States Treasury Department, or United States Office of Homeland Security as a terrorist, Specially Designated National and Blocked Person, or other banned or blocked person, group, entity, nation or pursuant to any law, order, rule or regulation that is enforced or administered by OFAC. Lessee covenants that throughout the term of this Lease Lessee shall have in place adequate policies and procedures that are reasonably designed to ensure the foregoing representations and warranties remain true and correct at all times.

29.20 Reserved

29.21 Resolution Event Provisions.

29.21.1 For purposes of this Lease, the following terms shall have the following meanings:

“**Citi Tenant**” shall mean any tenant under this Lease from time to time that is either (i) the Named Tenant or (ii) an Affiliate of the Named Tenant.

“**Named Tenant**” shall mean Citigroup Inc., a Delaware corporation.

“**Special Resolution Event**” shall mean any of the following events affecting a Citi Tenant: (i) a bail-in or exercise of other resolution powers, including transfer to a private purchaser, bridge institution or asset management vehicle, or other compromise of the claims of the creditors of a Citi Tenant; (ii) the appointment of the Federal Deposit Insurance Corporation as receiver of such entity or such equivalent measures or occurrences in other applicable jurisdictions; (iii) the invocation of the Orderly Liquidation Authority by the Secretary of the United States Department of the Treasury or such equivalent measures or occurrences in other applicable jurisdictions; or (iv) a bankruptcy or insolvency or reorganization or appointment of a receiver or a trustee, a filing or order or an administration order imposed or permitted by a governmental authority or such equivalent measures or occurrences in other applicable jurisdictions; each of the above pursuant to or permitted by the Dodd-Frank Wall Street Reform and Consumer Protection Act or equivalent

bank, holding company or investment firm bankruptcy or resolution legislation applicable to a Citi Tenant.

“Special Resolution Recipient” shall mean (i) any person which is a successor to a Citi Tenant in conjunction with a Special Resolution Event by merger, consolidation, reorganization or action of a governmental or regulatory authority; (ii) any purchaser of all or a substantial part of the assets or a majority of the stock or a majority interest in the distributions of profits and losses of a Citi Tenant in conjunction with a Special Resolution Event; or (iii) any purchaser of all or a substantial part of a business of a Citi Tenant in conjunction with a Special Resolution Event.

“person” shall mean any natural person or persons, a partnership, a corporation, joint venture, estate, trust, unincorporated associated or any other form of business or legal association or entity or a branch of an entity or any federal, state, county or municipal government or any bureau, department or agency thereof.

29.21.2 In the event a Special Resolution Event shall trigger a right by the County to terminate this Lease or re-enter or repossess the Leased Premises pursuant to this Lease or any applicable law (hereinafter called the **“County Termination Right”**), then notwithstanding any such County Termination Right and notwithstanding anything to the contrary contained in this Lease, Citi Tenant shall have the right to (i) toll the County Termination Right for six (6) calendar months after the occurrence of the Special Resolution Event (hereinafter called the **“Termination Tolling Period”**) and (ii) continue to remain in possession of the Leased Premises during the Termination Tolling Period in accordance with this Lease provided and on condition that (A) Lessee shall give the County notice (hereinafter called a **“Termination Tolling Notice”**) of its election to toll the County Termination Right not later than fifteen (15) days after the Special Resolution Event, (B) simultaneously with the delivery of the Termination Tolling Notice, Lessee shall pay to the County or deposit into an escrow account designated by the County, at the County’s election, an amount equal to six (6) times the total monthly amount of the then-applicable Base Rent and recurring additional rent representing Lessee’s Proportionate Share payable under this Lease immediately prior to the delivery of the Termination Tolling Notice, which payment shall constitute the prepayment of Base Rent and recurring additional rent for the entire Termination Tolling Period and be applied by the County to the applicable rent obligations of Lessee during the Termination Tolling Period as the same come due, (C) Lessee shall not otherwise be in default, beyond any applicable notice and cure period, of any other term or condition of this Lease not related to the solvency of Lessee or compliance with any financial covenants or conditions under this Lease either as of the time of the giving of the Termination Tolling Notice or at any time during the Termination Tolling Period (provided, however, that the foregoing condition may be waived by the County, in its sole discretion, at any time) and (D) during the Termination Tolling Period, Lessee shall continue to comply with all other terms and conditions of this Lease. Any Base Rent and recurring additional rent prepaid pursuant to clause (B) above shall be prorated in the event of a termination of this Lease prior to expiration of the Termination Tolling Period. Notwithstanding the foregoing, the County does not waive any other unrelated rights against Lessee by reason of this Section 29.21.

29.21.3 (a) Notwithstanding anything to the contrary in this Lease and in addition to (and not in substitution of) Lessee's other assignment rights in this Lease, a Citi Tenant shall be permitted, without the need to obtain the County's consent or approval, to assign Lessee's interest in this Lease to a Special Resolution Recipient.

(b) The County hereby waives any right to recapture any portion of the Leased Premises or to terminate this Lease in connection with any assignment to a Special Resolution Recipient pursuant to this Section 29.21.

ARTICLE 30. - SUBORDINATION CLAUSES; OTHER AGREEMENTS

30.1 The parties agree as follows:

30.1.1 The County reserves the right to develop and improve the Airport as it sees fit, regardless of the desires or view of Lessee, and without interference or hindrance by or on behalf of Lessee, provided, (i) Lessee's use of or access to the Leased Premises is not adversely affected, in each case, other than to a de minimis extent, and (ii) Lessee's obligations under the Lease are not increased or Lessee's rights under the Lease are not decreased as a result thereof.

30.1.2 The County shall perform all maintenance, repairs and alterations in such a manner as (i) to minimize interference with Lessee's operations in the Leased Premises and (ii) is consistent with good construction practice and the standards and safety protocols of comparable municipalities performing similar work. Prior to performing any voluntary alterations and non-emergency repairs, the County shall consult with Lessee with respect to the timing with respect thereto.

30.1.3 The County reserves the right to take any action it considers necessary to protect the aerial approaches to the Airport against obstruction, together with the right to prevent Lessee from erecting or permitting to be erected any building or other structure at the Airport which, in the opinion of the County, would limit the usefulness of the Airport or constitute a hazard to aircraft.

30.1.4 This Lease is and shall be subject and subordinate to the provisions of existing and future agreements between the County and the United States (or any authorized agency thereof) relative to the operation or maintenance of the Airport, the execution of which may be required as a condition precedent to the obtaining or expenditure of federal funds for the benefit of the Airport. With regard to such agreements executed by the County after the Effective Date, and without limiting Lessee's ability to exercise such rights as it may have at law or in equity: if any such new agreement(s) materially and adversely affect Lessee's ability to use the Leased Premises for the purposes specified herein, Lessee shall be entitled to an equitable abatement of rent, commensurate with the extent of such material and adverse effect on Lessee's use; provided, however, that if such equitable abatement of rent amounts to at least seventy-five percent (75%) of such rent, Lessee shall have the right, during the period for which said equitable abatement remains at said level, up to a maximum period of six (6) months beginning on the effective date of such new agreement(s), to provide notice to the County that Lessee is electing to terminate this Lease, which termination shall be effective one hundred and twenty (120) days after such notice.

30.1.5 During the time of war or national emergency, the County shall have the right to lease all or any part of the landing area or of the Airport to the United States for military or naval use, and

if any such lease is executed, the provisions of this Lease insofar as they may be inconsistent with the provisions of such lease to the Government, shall be suspended, but such suspension shall not extend the term of this Lease. Abatement of rentals shall be determined by the County in proportion to the degree of interference with Lessee's use of the Leased Premises.

30.1.6 Except to the extent required for the performance of any obligation of Lessee hereunder, nothing contained in this Lease shall grant to the Lessee any rights whatsoever in the airspace above the Leased Premises other than those rights which are subject to FAA rules, regulations and orders currently or subsequently effective.

30.1.7 The parties hereto covenant and agree that during the term hereof, this Lease may be unilaterally modified by the County upon the advice of the County Law Department in order to conform to judicial decisions or Federal Trade Commission rulings whether or not such decisions or rulings are issued in proceedings brought by or against the parties hereto or either of them. This Section 30.1.7 shall not preclude the County or the Lessee from contesting any such decisions or rulings but the Lessee shall abide by the unilateral modifications imposed by the County pending the outcome of such appeal or objection provided, however, that if any such modification would prohibit the Lessee from using the Premises for more than eighteen (18) consecutive months and the County is unable to accommodate the Lessee in comparable space, or otherwise have a permanent material adverse effect upon Lessee's operations at the Airport hereunder and if within sixty (60) days following the effective date of such modification, the parties shall not have negotiated an equitable adjustment to the rental payable to the County hereunder, then the Lessee shall have the right at any time thereafter upon sixty (60) days' prior written notice to the County to terminate this Lease. If Lessee exercises the termination option set forth herein, the County shall pay to Lessee, within one hundred eighty (180) days following termination of this Lease, the then-unamortized (assuming amortization over a straight line basis over the Initial Term of the Lease using a discount rate equal to the prime rate in effect as of the date of termination) cost of all Improvements performed by Lessee during the Initial Term of this Lease, up to a maximum total amount of Eleven Million and Five-Hundred Thousand Dollars (\$11,500,000.00), which in no event shall be exceeded. The parties agree that, for the purpose of determining the amount to be paid to Lessee and what comprises the costs within the aforementioned capped amount, the amount Lessee has already expended on Improvements specified in Article 5.7 (a) through (g) shall be valued at Five Million and Four-Hundred Thousand Dollars (\$5,400,000.00). The valuation of future Improvements for the purposes of this provision shall be subject to the following limitations: (1) attorneys' costs shall not be included in the valuation of any Improvements and shall not be payable under this provision; and (2) commercially reasonable amounts for non-tangible or semi-tangible expenditures including, but not necessarily limited to, design, engineering, construction management, and construction inspection, shall be included in the valuation of any such Improvements and shall be payable under this provision. For all such claimed amounts for future Improvements, all costs to be included by Lessee in such valuations shall, by sixty (60) days after the completion of each such future Improvement, be documented to the County in a fully detailed, and otherwise commercially reasonable, manner that is sufficient to establish the amounts actually expended on the future Improvements. This provision has been included in the Lease in furtherance of the County's obligation under applicable antitrust laws and decisions, in particular, *Community Communications Company, Inc. v. City of Boulder*, 455 U.S. 40, 102 S. Ct. 835 (1982).

30.2 Notwithstanding anything to the contrary contained in this Lease, this Lease shall not be subject or subordinate to (i) the lien of any hereafter placed mortgage or (ii) the priority of any hereafter placed underlying lease, unless Lessee shall receive a commercially reasonable “subordination, non-disturbance and attornment” agreement from the holder of any mortgage hereafter encumbering the Leased Premises or from the superior lessor of any underlying lease hereafter affecting the Leased Premises, in each case, reasonably acceptable to Lessee. The County represents and warrants to Lessee that as of June 1, 2026, there is no mortgage or underlying lease affecting the Leased Premises.

ARTICLE 31. - ENTIRE AGREEMENT

31. This Lease, consisting of Articles 1 to 31, inclusive, and all Schedules attached hereto and made a part hereof constitute the entire agreement of the parties hereto and supersedes all prior lease and agreements with respect to the Leased Premises for the term hereof. This Lease may not be changed, modified, discharged or extended except by mutual written agreement of the County and the Lessee. The parties agree that no representations or warranties shall be binding upon the County or the Lessee unless expressed in writing in this Lease.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

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

THE COUNTY OF WESTCHESTER

By _____
Name:
Title: Commissioner of Public Works & Transportation

CITIGROUP INC.

By _____
Name:
Title:

Authorized by the Westchester County Board of Legislators by Local Law on the _____ day of _____, _____.

Authorized by the Board of Acquisition and Contract of the County of Westchester on the _____ day of _____, _____.

Approved as to form and manner of execution

_____ County Attorney

The County of Westchester

ACKNOWLEDGMENTS

STATE OF NEW YORK)

ss.:

COUNTY OF _____)

On the _____ day of _____ in the year 2026 before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as _____ of the County of Westchester, and that by his signature on the instrument the individual, or the person upon behalf of which the individual acted, executed the instrument; and, acknowledged if operating under any trade name, that the certificate required by the New York State General Business Law Section 130 has been filed as required therein.

Signature and Office of Individual
Taking acknowledgement

STATE OF NEW YORK)

ss.:

COUNTY OF _____)

On the _____ day of _____ in the year 2026 before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as _____ of the County of Westchester, and that by his signature on the instrument the individual, or the person upon behalf of which the individual acted, executed the instrument; and, acknowledged if operating under any trade name, that the certificate required by the New York State General Business Law Section 130 has been filed as required therein.

Signature and Office of Individual
Taking acknowledgement

CERTIFICATE OF AUTHORITY

I, _____, certify that I am the _____ of Citigroup Inc. (the "Corporation"), a corporation duly organized and in good standing under the Delaware General Corporation Law named in the foregoing agreement; that _____ who signed said agreement on behalf of the Corporation was, at the time of execution _____ of the Corporation and that said agreement was duly signed for and on behalf of said Corporation by authority of its Board of Directors, thereunto duly authorized and that such authority is in full force and effect at the date hereof

STATE OF NEW YORK)

ss.:

COUNTY OF _____)

On the _____ day of _____ in the year 2026 before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as _____ of the County of Westchester, and that by his signature on the instrument the individual, or the person upon behalf of which the individual acted, executed the instrument; and, acknowledged if operating under any trade name, that the certificate required by the New York State General Business Law Section 130 has been filed as required therein.

Signature and Office of Individual
Taking acknowledgement

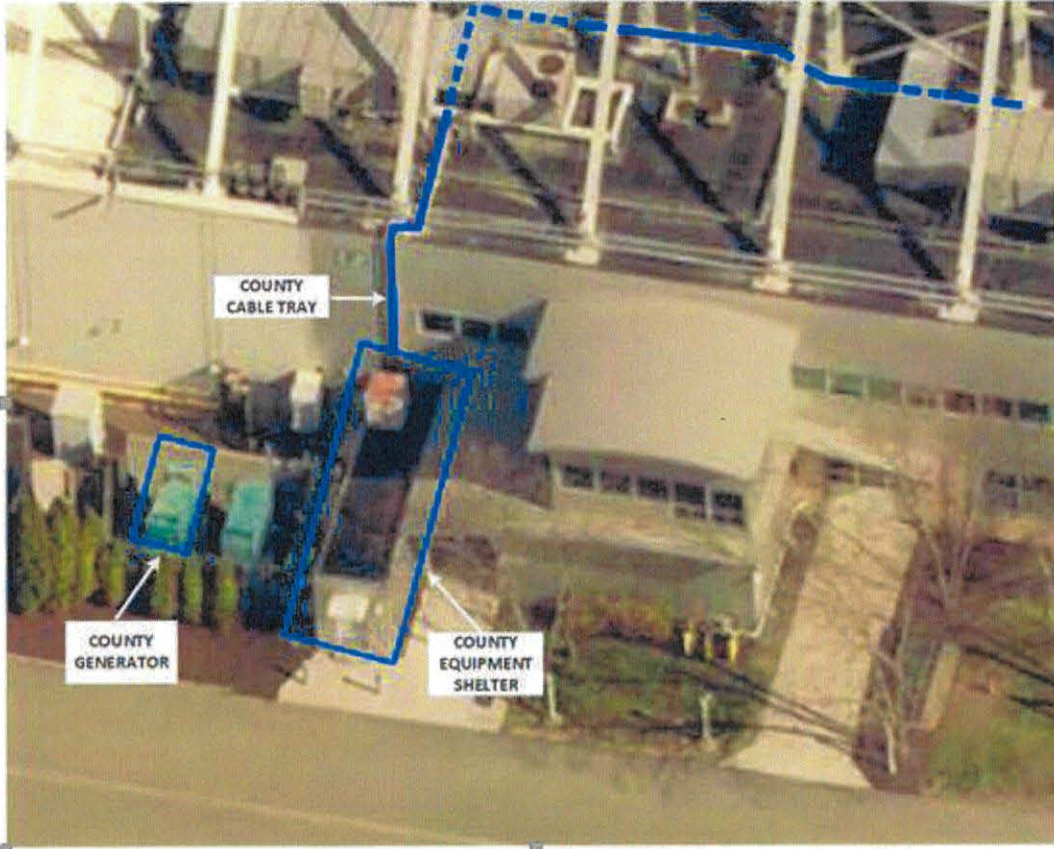
Schedule A

LEASED PREMISES



Schedule B

SCHEDULE B (Page 1 of 6)
COUNTY PUBLIC SAFETY EQUIPMENT ON LEASED PREMISES



SCHEDULE B (Page 2 of 6)
COUNTY PUBLIC SAFETY EQUIPMENT ON LEASED PREMISES



County Antenna Masts are numbered '1' through '9'. County transmission lines to be routed inside County Cable Tray from County Equipment Shelter to steel column 'C' on roof, clamped along lateral steel bracing 'G' to steel columns 'A', 'B', 'D', 'E', and 'F'; and up steel columns 'A' through 'F' to County Antenna Masts '1' through '9'. Existing County Antenna types are described on the following pages.

OA Series

UHF Offset Dipole Arrays

400 - 520 MHz



Offset arrays are directional antennas for use when a base station is at one end of the coverage area. These antennas offer industry leading PIM ratings, essential for the latest digital radio systems.

OA Series arrays feature the same solid construction as the BA and EA series. The array utilizes an internal phasing harness in PTFE based double-shielded coaxial cable with polyethylene jacket to aid waterproofing and resist scratch or puncture damage.

The OA Series have slightly more than 170° horizontal beamwidth, thus everything in front of the antenna is given coverage. This eliminates the possibility of fading at the extremities of the target coverage area. The level of radiation at the rear of the antenna is approximately unity gain.

As would be expected from a cardioid array, the vertical beamwidth is slightly greater than its BA omnidirectional or EA elliptical pattern counterparts.

- 5dBd, 9dBd or 11dBd gain versions available
- Hermetically sealed internal phasing harness
- OA80-67-DIN can be ordered 2 x 9dBd arrays on one boom assembly. Specify model OA4040-67-DIN. Typical space isolation between the two arrays is 35dB.
- OA40-67-DIN can be ordered 2 x 5dBd arrays on one boom assembly. Specify model OA2020-67-DIN. Typical space isolation between the two arrays is 35dB.
- Industry leading PIM ratings (-150dBc) providing low IM and low noise characteristics for optimum performance.



OA40-67-DIN

SCHEDULE B (Page 4 of 5)
Existing County Antenna(s) on County Masts 1, 2, 7, 8, and 9

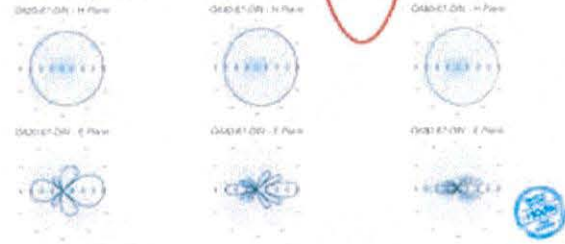
OA Series
UHF Offset Dipole Arrays



300 - 520 MHz

Electrical Specifications			
	OAD-07-001	OAD-07-002	OAD-07-003
Model Number	OAD-07-001	OAD-07-002	OAD-07-003
Mounting Post JMB#	9	9	11
Frequency Range	300-520	300-520	300-520
Feed Element	1	1	1
VSWR Return Loss	< 1.2 (1.2 dB)	< 1.2 (1.2 dB)	< 1.2 (1.2 dB)
Nominal Impedance	50	50	50
Quantity	1	1	1
Mount Orientation	0°	0°	0°
Horizontal Beamwidth	180°	180°	180°
Input Power (Watts)	100	100	100
Physical Size (mm) (LxWxH)	100	100	100

Mechanical Specifications			
	OAD-07-001	OAD-07-002	OAD-07-003
Model Number	OAD-07-001	OAD-07-002	OAD-07-003
Configuration	1 Element (1 Unit) Single element support	1 Element (1 Unit) Single element support	1 Element (1 Unit) Single element support
Length (mm)	62	62	62
Weight (kg)	0	10	10
Shipping Weight (kg)	30	40	40
Shipping Dimensions (mm)	100	100	100
Material	Aluminum	Aluminum	Aluminum
Mounting Hole	Ø 1.5" (38.1mm)	Ø 1.5" (38.1mm)	Ø 1.5" (38.1mm)
Required Clearance (mm) (min)	100	100	100
Projected Area (in ²)	1.0	1.0	1.0
Projected Area (cm ²)	6.5	6.5	6.5
Center of Gravity (mm) (LxWxH)	40	40	40
Wind Load (kg/m ²)	100	100	100
Storage (mm) (LxWxH)	70	70	70



1) Single element array on Mast #1, 1000-1000 array. One element (OAD-07-001) array on Mast #1, 1000-1000.
2) Two element array on Mast #2, Mast #7, Mast #8, Mast #9. One element (OAD-07-002) array on Mast #2, Mast #7, Mast #8, Mast #9. One element (OAD-07-003) array on Mast #7, Mast #8, Mast #9.

**SCHEDULE B (Page 5 of 6)
Existing County Antenna(s) on County Mast 4**

892-70 HOWB

406-470 MHz, 138-174 MHz



SPECIFICATIONS

ELECTRICAL

Frequency Range	VHF ... 138-174 MHz UHF ... 406-470 MHz
Nominal Gain	VHF ... 6 TO 5.5 dBi UHF ... 5 TO 5.5 dBi
Bandwidth / S:1 VSWR	VHF ... 138-174 MHz UHF ... 406-470 MHz
Polarization	Vertical
Pattern	Offset
Maximum Power Input	300 Watts
Nominal impedance	50 Ohms
Lightning Protection	DC Ground
Standard Termination	Type N Male attached to end of 32" (762 mm) flexible lead

MECHANICAL

Overall Length	186 in (4726 mm)
Width	42 in (1067 mm)
Weight	88 lbs (29.8 kg)
Rated wind velocity (no ice)	160 mph (257 km/h)
Rated wind velocity 1/2" (13mm) ice	125 mph (201 km/h)
Lateral thrust at 100 mph	154 lbs (70 kg)
Bending moment at top clamp (100 mph)	617.2 lbs/ft (86.3 kg/m)
Projected Area	5.7 sq ft (0.53 m ²)
Mounting information	Max is 2.8 (73 mm) O.D. pipe
Space between clamps	30" (762 mm)

SCHEDULE B (Page 6 of 6)
Existing County Antenna(s) on County Mast 6

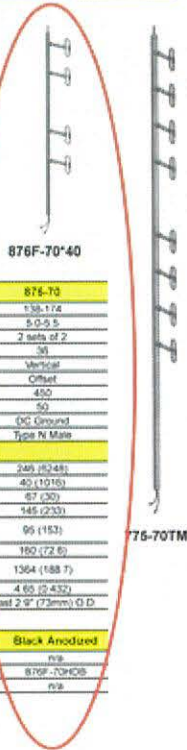
BASE STATION

DUAL DIPOLE ARRAY

CP Dual Exposed Dipole Array

The Dual Exposed Dipole Arrays are available in many different configurations. VHF, UHF, and/or 700/800/900MHz antennas can be combined onto one mast. These antennas can be mixed and matched with our 870, 770, 760 series antennas. All of our antennas can be completely customized to your particular applications. Our antennas can be Side Mount or Top Mount.

- Low VSWR version, with maximum gain over specified frequency
- Great for applications where costs are calculated per antenna
- Heavy Duty versions are available
- Some versions of antennas have an adjustable pattern for 3dB Omnidirectional or 6dB offset coverage



Electrical Specifications	845-70	876-70
Frequency Range, MHz	128-174	158-174
Nominal Gain, dBd	3.0@5.0	5.0@5.5
Number of Dipoles	2 sets of 2	2 sets of 2
Bandwidth 1.5:1 VSWR, MHz	12	30
Polarization	Vertical	Vertical
Pattern	Omn or Offset	Offset
Power Rating, Watts	500	450
Nominal Impedance, Ohms	50	50
Lightning Protection	DC Ground	DC Ground
Standoff Termination	Type N Male	Type N Male
Mechanical Specifications		
Length, inches (mm)	210 (5354)	246 (6248)
Width (1/2 Wave Spacing), inches (mm)	8.4 (213)	40 (1016)
Weight, lbs (kg)	40 (18.2)	67 (30)
Rated Wind Velocity, No Ice, mph (km/h)	115 (185)	145 (233)
Rated Wind Velocity, 0.5" (13mm) Ice, mph (km/h)	65 (105)	95 (153)
Lateral Thrust @ 100mph wind, lb (kg)	107 (48.5)	180 (72.6)
Bending Moment @ top clamp, 100mph, #ft (kg/m)	1034 (143)	1364 (188.7)
Equip. Flat Plate Area, ft (m)	3.1 (0.29)	4.65 (2.432)
Mounting Information	107.85 clamp	Mast 2" (73mm) O.D.

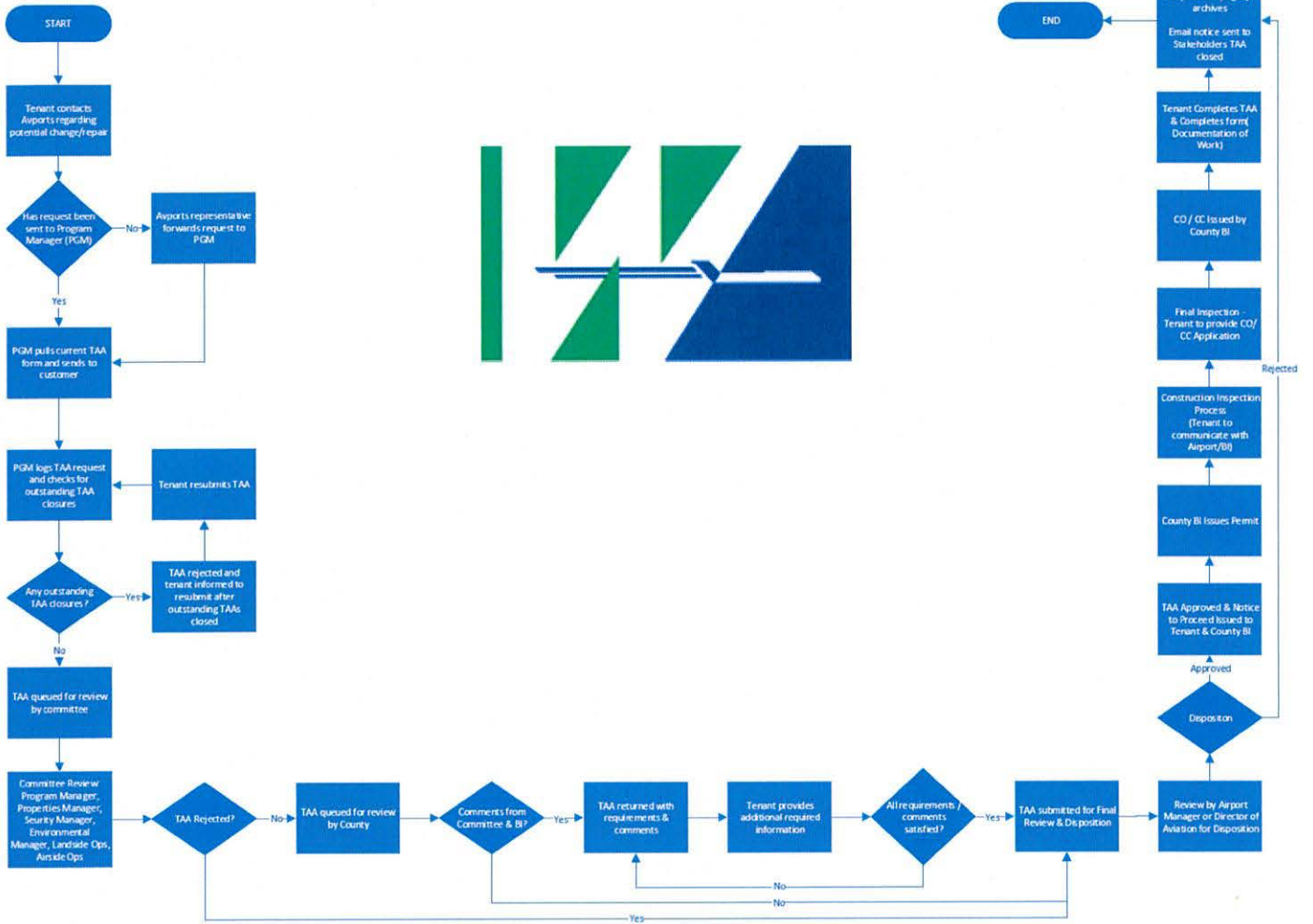
Order Information	2" 872-70	2" 874-70	Side Mount	Top Mount	Black Anodized
845-70	n/a	n/a	n/a	n/a	n/a
876-70	876-70	n/a	876F-70SM	876F-70TM	876F-70HCB
878-70	n/a	878-70	878F-70SM	878F-70TM	n/a

* Please call for other available models.

Schedule 5.8

TAA Process

Westchester County Airport TAA Process



Schedule 18.2.1

Intentionally Omitted

Schedule 18.3

Federal Aviation Administration (FAA) Grant Assurances

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

The Sponsor will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 — 42 U.S.C. § 4321, et seq.¹

- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- cc. Build America, Buy America Act, P.L. 117-58, Title IX.
- dd. Endangered Species Act – 16 U.S.C. 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.
- ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{3, 4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to 49 U.S.C. 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for

residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program, and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for

certification of such airport under 49 U.S.C. 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not

Conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or

transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. The airport owner or operator will maintain a current airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.
- b. Subject to subsection 49 U.S.C. 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.
- c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—
 1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or
 2. complies with the portions of the plan approved by the Secretary.
- d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4); creed and sex per 49 U.S.C. 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The ([**Selection Criteria: Sponsor Name**]), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of

race, color, national origin (including limited English proficiency), creed, sex, age, or disability in consideration for an award.”

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);

3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction

management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, [current FAA Advisory Circulars for AIP projects](#) as of [Selection Criteria: Project Application Date].

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for

enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six-month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

- a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with 100-octane low lead aviation gasoline.
- b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.
- c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).