

Board of Legislators Meeting Agenda



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

Monday, May 4, 2026

7:00 PM

Legislative Chamber

Regular Meeting

CALENDAR 9

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

April 20, 2026, 7pm, Regular Meeting

PUBLIC COMMENT

Speakers _____

PUBLIC HEARING

1. [2026-175](#) **PH - Graphic Safety Warnings**

A Public Hearing on "A LOCAL LAW amending Chapter 529 of the Laws of Westchester County to add a requirement to post a graphic image of the dangers of weapons or firearms." [Public Hearing set for May 4, 2026 at 7:30 p.m.]. LOCAL LAW INTRO: 2026-176.

SUBMITTED BY: COMMITTEES ON LEGISLATION AND PUBLIC SAFETY & VETERANS

Speakers _____

*Please see Standing Committee Item 2026-176 for back-up.

UNFINISHED BUSINESS

I. COMMUNICATIONS

A. COUNTY EXECUTIVE**1. [2026-200](#) IMA-Youth Development Program-Mount Vernon**

AN ACT authorizing the County of Westchester to enter into an inter-municipal agreement with the City of Mount Vernon for the provision of certain youth development services under the Municipality's Youth Development Program, for the period commencing retroactively on January 1, 2026 and continuing through December 31, 2026, in a total amount not to exceed ONE HUNDRED FIFTY THOUSAND, SEVEN HUNDRED EIGHTEEN (\$150,718) DOLLARS.

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

2. [2026-201](#) ENV RES-Temporary Easement Agreements in Connection with RB03T-Rehab. of Greenwich Rd. Bridge Over Mianus River, Bedford

AN ENVIRONMENTAL RESOLUTION determining that there will be no significant adverse impact on the environment from Capital Project RB03T - Rehabilitation of the Greenwich Road Bridge (County Road 12) over the Mianus River.

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

3. [2026-202](#) ACT-Temporary Easement Agreements in Connection with RB03T-Rehab. of Greenwich Rd. Bridge Over Mianus River, Bedford

AN ACT authorizing the County of Westchester to enter into temporary easement agreements in connection with the rehabilitation of the Greenwich Road Bridge (County Road 12) over the Mianus River (BIN 3347940) along Greenwich Road in the Town of Bedford, Westchester County, NY.

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

4. [2026-203](#) ACT-HUD Consolidation Plan

AN ACT authorizing the County of Westchester to submit an application to the U.S. Department of Housing and Urban Development for grant funds from the Community Development Block Grant Program, HOME Investment Partnerships Program and the Emergency Solutions Grant Program, submit the Fiscal Year 2026 Action Plan and to accept said grant funds.

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

5. [2026-208](#) Rescinding Bond Act-RGI11-3163-Gen'l Infrast.-Parks Dams-Rescinding Bond Act 94-2011

AN ACT authorizing the County of Westchester to rescind, in part, prior Bond Act No. 94-2011, which authorized financing in the amount of FIVE HUNDRED THOUSAND

(\$500,000) DOLLARS for design of improvements to the dam at Woodlands Lake at V.E. Macy Park in Irvington. The 94-2011 Rescinding Bond Act is required to rescind FIVE THOUSAND, THREE HUNDRED EIGHTY DOLLARS AND SIXTY-FOUR CENTS (\$5,380.64) in unencumbered and unissued RGIII Funds, leaving intact the remaining (FOUR HUNDRED NINETY-FOUR THOUSAND, SIX HUNDRED NINETEEN DOLLARS AND THIRTY-SIX CENTS (\$494,619.36) in previously encumbered funds which will be re-authorized through a separate bond act to continue the project.

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

6. [2026-209](#) **Rescinding Bond Act RGI11-3163-Gen'l Infrast.-Parks Dams-Rescinding Bond Act 196-2014**

AN ACT authorizing the County to rescind, in part, Prior Bond Act No. 196-2014, which authorized financing in the amount of THREE HUNDRED THOUSAND (\$300,000) DOLLARS for design of improvements to various dams in Westchester. The 196-2014 Rescinding Bond Act is required to rescind SEVENTEEN (\$17.00) DOLLARS in unencumbered and unissued RGIII funds, leaving in tact the remaining TWO HUNDRED NINETY-NINE THOUSAND, NINE HUNDRED EIGHT-THREE (\$299,983) DOLLARS in previously encumbered funds, which will be re-authorized through a separate bond act to continue the project.

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

7. [2026-210](#) **BOND ACT-RGI11-3163-Gen'l Infrast.-Parks Dams**

A BOND ACT authorizing the issuance of ONE MILLION, ONE HUNDRED NINETY-FOUR THOUSAND, SIX HUNDRED TWO DOLLARS AND THIRTY-SIX CENTS (\$1,194,602.36) in bonds of Westchester County to finance Capital Project RGIII - General Infrastructure - Parks Dams.

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

8. [2026-211](#) **ENV RES-RGC12-Dunwoodie Golf Course Facility Improvements**

AN ENVIRONMENTAL RESOLUTION determining that there will be no significant impact on the environment in connection with Capital Project RGC 12 - Dunwoodie Golf Course Facility Improvements.

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

9. [2026-215](#) **CBA-RGC12-Dunwoodie Golf Course Facility Improvements**

AN ACT amending the 2026 County Capital Budget Appropriations for Capital Project RGC 12 - Dunwoodie Golf Course Facility Improvements.

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

10. [2026-217](#) **BOND ACT RGC12-Amending Bond Act 140-2022-Dunwoodie Golf Course Facility Improvements**

A bond act amending, in part, Bond Act 140-2022 to remove FOUR MILLION, ONE HUNDRED FORTY-EIGHT THOUSAND, EIGHT HUNDRED THREE (\$4,148,803) DOLLARS decreasing the estimated maximum amount of bonds authorized thereunder to TWELVE MILLION, THREE HUNDRED SEVENTY ONE THOUSAND, ONE HUNDRED NINETY-SEVEN (\$12,371,197) DOLLARS. It should be noted that TWO HUNDRED FIFTY-ONE THOUSAND, ONE HUNDRED NINETY-SEVEN (\$251,197) DOLLARS in RGC12 bonds have already been issued, therefore the Amending Bond Act will only remove the unissued balance attributable to RGC12 from the 2022 Bond Act.

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

11. [2026-218](#) **BOND ACT(Consolidated)-RGC12-Dunwoodie Golf Course Facility Improvements**

A BOND ACT (Consolidated) authorizing the issuance of TEN MILLION, FOUR HUNDRED FORTY-EIGHT THOUSAND, EIGHT HUNDRED THREE (\$10,448,803) DOLLARS in bonds of Westchester County to finance Capital Project RGC12- Dunwoodie Golf Course Facility Improvements. Please note this includes FOUR MILLION, ONE HUNDRED FORTY-EIGHT THOUSAND, EIGHT HUNDRED THREE (\$4,148,803) DOLLARS of previously authorized bonds for RGC12 by the 2022 Bond Act and adds SIX MILLION, THREE HUNDRED THOUSAND (\$6,300,000) DOLLARS.

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

12. [2026-220](#) **BOND ACT-BPL37-1-3 Croton Point Avenue, Croton-on-Hudson**

A BOND ACT authorizing the issuance of FIVE MILLION, SEVEN HUNDRED SIXTY-FIVE THOUSAND (\$5,765,000) DOLLARS in bonds of Westchester County to finance Capital Project BPL37 - Housing Implementation Fund II.

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

13. [2026-222](#) **ACT-Land Acquisition-1-3 Croton Point Avenue, Croton-on-Hudson**

AN ACT authorizing the County of Westchester to purchase approximately +/- 1.76 acres of real property located at 1-3 Croton Point Avenue in the Village of Croton-on-Hudson and to subsequently convey said property, as well as authorizing the County to grant and accept any property rights necessary to furtherance thereof, for the purpose of constructing a new five story building with 100 affordable homeownership units that will affirmatively further fair housing and remain affordable for a period of not less than fifty (50) years.

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

14. [2026-223](#) **BOND ACT-BPL1A-1-3 Croton Point Avenue, Croton-on-Hudson**

A BOND ACT authorizing the issuance of SIX MILLION, ONE HUNDRED FIFTY THOUSAND (\$6,150,000) DOLLARS in bonds of Westchester County to finance Capital Project BPL 1A - Housing Implementation Fund II.

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

15. [2026-225](#) **ACT-IMDA-Croton-on-Hudson and WBP Development LLC-1-3 Croton Point Avenue, Croton-on-Hudson**

AN ACT authorizing the County of Westchester (the "County") to enter into an inter-municipal developer agreement with the Village of Croton-on-Hudson and WBP Development LLC, its successors or assigns, or any entity created to carry out the purposes of the transaction in order to fund certain infrastructure improvements and authorizing the County to grant and accept any property rights necessary in furtherance thereof, all for the purpose of constructing 100 affordable homeownership units that will affirmatively further fair housing at 1-3 Croton Point Avenue in the Village of Croton-on-Hudson and remain affordable for a period of not less than 50 years.

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

16. [2026-226](#) **IMA-Sixth Grade Leadership Academy Program-Yonkers**

AN ACT authorizing the County of Westchester to enter into an inter-municipal agreement with the City of Yonkers, for a Sixth Grade Leadership Academy program for the period commencing retroactively on January 1, 2026 and expiring on December 31, 2026, for a total amount of ONE HUNDRED THIRTY-TWO THOUSAND (\$132,000) DOLLARS, comprised of an amount not to exceed SIXTY-SIX THOUSAND (\$66,000) DOLLARS payable by the County plus a 100% match.

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

17. [2026-227](#) **IMA-Fire Protection Services-Pound Ridge Fire District**

AN ACT authorizing the County of Westchester to enter into an inter-municipal agreement with the Pound Ridge Fire District for the provision of fire protection services, for a term commencing retroactively on January 1, 2025 and expiring on December 31, 2029.

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

18. [2026-228](#) **IMA-Tarrytown-Sleepy Hollow Summer Camp-Tarrytown**

AN ACT authorizing the County of Westchester to enter into an inter-municipal agreement with the Village of Tarrytown, pursuant to which the municipality will operate a positive youth development program known as the Tarrytown/Sleepy Hollow Summer Camp, for a term commencing retroactively on January 1, 2026 and expiring on December 31, 2026 for a total amount not to exceed TWENTY-NINE THOUSAND, ONE HUNDRED NINETY-THREE (\$29,193) DOLLARS.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND SENIORS & YOUTH**B. COUNTY ATTORNEY****1. [2026-229](#) ACT - Lawsuit Settlement of Gasparre v. County of Westchester**

AN ACT authorizing the County Attorney to settle the lawsuit of Eugene and Sarah Elizabeth Gasparre v. County of Westchester in the amount of FOUR HUNDRED THOUSAND (\$400,000) DOLLARS, inclusive of attorney's fees.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND LITIGATION

C. LEGISLATORS**1. [2026-204](#) HON. TYRAE WOODSON-SAMUELS - Property Record Notification & Deed Theft Prevention Law**

A Memo of Legislation to protect homeowners - particular seniors and vulnerable residents - from deed theft, fraudulent transfers, and unauthorized encumbrances by establishing a County-operated notification system, in coordination with the Westchester County Clerk, that alerts registered individuals when documents are recorded against their property.

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

2. [2026-205](#) HON. TYRAE WOODSON-SAMUELS - Memo of Leg. - Public Safety Nuisance & Illegal Housing Enforcement Law

A Memo of Legislation to protect residents and neighborhoods by strengthening enforcement tools against illegal housing, chronic nuisance properties and repeat code violators that undermine public safety and quality of life - targeting of Zombie Homes/Distressed properties.

COMMITTEE REFERRAL: COMMITTEES ON LEGISLATION AND INFRASTRUCTURE & HOUSING

3. [2026-206](#) HON. TYRAE WOODSON-SAMUELS - Memo of Leg. - Accessory Dwelling Unit (ADU) Property Tax Abatement

A Memo of Legislation to expand the County's housing supply by incentivizing homeowners to create safe, code-compliant accessory dwelling units, thereby increasing affordable and workforce housing options without requiring new large-scale development.

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

4. [2026-207](#) HON. TYRAE WOODSON-SAMUELS - Memo of Leg. - Small Business & MWBE Micro-Grant Pilot Program (\$1M)

A Memo of Legislation to stimulate local economic activity, support entrepreneurship and provide targeted financial assistance to small businesses, with a dedicated focus on Minority

and Women Owned Business Enterprises (MWBEs).

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND SMALL BUSINESS

5. [2026-212](#) **HON. JEWEL WILLIAMS JOHNSON: PH - Flavored Nicotine Vapor Products**

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

COMMITTEE REFERRAL: COMMITTEES ON LEGISLATION AND HEALTH

6. [2026-213](#) **HON. JEWEL WILLIAMS JOHNSON: LL - Flavored Nicotine Vapor Products**

A LOCAL LAW amending Chapter 535 of the Laws of Westchester County to establish a rebuttable presumption in regards to the possession of flavored nicotine vapor products in the County of Westchester.

COMMITTEE REFERRAL: COMMITTEES ON LEGISLATION AND HEALTH

D. OTHERS

II. NOTICES & PETITIONS

1. [2026-216](#) **CLERK OF THE BOARD - City of Yonkers City Council SEQRA**

Forwarding a SEQRA from the City of Yonkers City Council for the proposed improvements to the Troublesome Brook.

FOR INFORMATIONAL PURPOSES ONLY - NO COMMITTEE REFERRAL NECESSARY

2. [2026-219](#) **CLERK OF THE BOARD - City of Yonkers IDA Application for Real Property Tax Exemption (599 Ridge Hill Blvd.)**

Forwarding from the City of Yonkers Industrial Development Agency, an Application for Real Property Tax Exemption between the Agency and Miroza T4 LLC for the property located at 599 Ridge Hill Boulevard.

FOR INFORMATIONAL PURPOSES ONLY - NO COMMITTEE REFERRAL NECESSARY

3. [2026-221](#) **CLERK OF THE BOARD - City of Yonkers IDA and 9-11 Riverdale JBM LLC Application for Real Property Tax Exemption**

Forwarding from the City of Yonkers Industrial Development Agency and 9-11 Riverdale JBM LLC, First Amendment to Tax Agreement and Amended NYS Form RP-412 Application for Real Property Tax Exemption for a property located at 9-11 Riverdale Avenue.

FOR INFORMATIONAL PURPOSES ONLY - NO COMMITTEE REFERRAL NECESSARY

4. [2026-224](#) **CLERK OF THE BOARD - Notice of Claim, DeLaRosa v. County of Westchester, City of Yonkers, NYS Dept. of Transportation**

Notice of Claim between DeLaRosa and the County of Westchester, City of Yonkers and the NYS Department of Transportation.

FOR INFORMATIONAL PURPOSES ONLY - NO COMMITTEE REFERRAL NECESSARY

III. STANDING COMMITTEES

1. [2026-176](#) **LL - Graphic Safety Warnings**

A LOCAL LAW amending Chapter 529 of the Laws of Westchester County to add a requirement to post a graphic image of the dangers of weapons or firearms.

SUBMITTED BY: COMMITTEES ON LEGISLATION AND PUBLIC SAFETY & VETERANS

Local Law Intro No. 176 - 2026 VOTE _____

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

A RESOLUTION to set 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 _____, 2026 at _____ .m.].

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

RESOLUTION _____ - 2026 VOTE _____

3. [2026-184](#) **ACT-Transfer of Appropriations Across County Depts.**

AN ACT authorizing the transfer of appropriations across county departments in the amount of FORTY-THREE MILLION, ONE HUNDRED FOUR THOUSAND, THREE HUNDRED THIRTY-SEVEN (\$43,104,337) DOLLARS.

SUBMITTED BY: COMMITTEE ON BUDGET & APPROPRIATIONS

ACT _____ - 2026 VOTE _____

4. [2026-186](#) **ACT-Amendment to 2025 County Operating Budget**

AN ACT authorizing an Amendment to the 2025 County Operating Budget in the amount of TWENTY-SEVEN MILLION, SEVEN HUNDRED FORTY-FOUR THOUSAND, ONE HUNDRED EIGHTY (\$27,744,180) DOLLARS.

SUBMITTED BY: COMMITTEE ON BUDGET & APPROPRIATIONS

ACT _____ - 2026 VOTE _____

5. [2026-187](#) **ACT-Authorizing County of Westchester to Grant Permanent & Temporary Easements to NYPA & Transco, LLC**

AN ACT authorizing the County of Westchester to grant permanent and temporary easements to the New York Power Authority and New York Transco LLC over certain County roads and County real property in order to facilitate the Propel NY Energy underground electric transmission project.

SUBMITTED BY: COMMITTEE ON BUDGET & APPROPRIATIONS

ACT _____ - 2026 VOTE _____

6. [2026-188](#) **ACT-Enter into Grant Agreement-Justice Assistance Grant Program**

AN ACT to authorize the County of Westchester to (i) enter into a grant agreement with the United States Department of Justice, Bureau of Justice Assistance to accept grant funds in the amount not-to-exceed \$75,545 under the FY24 Edward Byrne Memorial Justice Assistance Grant, (ii) enter into an intermunicipal agreement with the City of Yonkers and the City of Mount Vernon.

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

ACT _____ - 2026 VOTE _____

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

A RESOLUTION to set 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 _____, 2026 at _____ .m.]. LL Intro: 2026-192.

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

RESOLUTION _____ - 2026 VOTE _____

8. [2026-195](#) **CBA-BCR66-Correctional Facility Chiller Replacement**

AN ACT amending the 2026 County Capital Budget Appropriations for Capital Project BCR66 - Correctional Facility Chiller Replacement.

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

ACT _____ - 2026 VOTE _____

9. [2026-196](#) **BOND ACT-BCR66-Correctional Facility Chiller Replacement**

A BOND ACT authorizing the issuance of THREE MILLION, FIVE HUNDRED FORTY THOUSAND (\$3,540,000) DOLLARS in bonds of Westchester County to finance Capital

Project BCR66 - Correctional Facility Chiller Replacement.

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

BOND ACT _____ - 2026

VOTE _____

IV. SPECIAL ORDERS

MOTIONS, RESOLUTIONS & CALL OF THE DISTRICTS

1. [2026-189](#) **MEMORIAL RESOLUTIONS 6-2026**

HON. MARGARET A. CUNZIO: Heidi Balic, Thomas W. Rose, Cynthia Mele

HON. VEDAT GASHI AND ALL LEGISLATORS: Dylan Valle

HON. ERIKA PIERCE: Noel Rae, Anne Moran

HON. COLIN SMITH: Eileen Riley

HON. DAVID TUBIOLO: Unateresa Sheahan-Gormley

HON. EMILJANA ULAJ: Joseph Burton, Jr.

HON. TYRAE WOODSON-SAMUELS AND ALL LEGISLATORS: Hon. Eliot Engel

ADJOURNMENT

Next Meeting: May 18, 2026, at 7pm.

RESOLUTION NO. 42 - 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. 126 - 2026, entitled, "A LOCAL LAW amending Chapter 529 of the Laws of Westchester County to add a requirement to post a graphic image of the dangers of weapons or firearms." The public hearing will be held at 7:30 p.m. on the 4th 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

To: The Honorable Members of the Board of Legislators

From: Kenneth W. Jenkins, Westchester County Executive

Date: April 15, 2026

RE: An Act authorizing the County of Westchester to enter into an inter-municipal agreement with the City of Yonkers, for a Sixth Grade Leadership Academy program.

Transmitted herewith for your review and approval is an Act which, if adopted by your Honorable Board, would authorize the County of Westchester (“County”), acting by and through its Youth Bureau (“Youth Bureau”), to enter into an inter-municipal agreement (“IMA”) with the City of Yonkers (“Municipality”), acting by and through its Youth Bureau, pursuant to which the Municipality will provide a Sixth Grade Leadership Academy (“Program”) which shall include, but not be limited to, transitioning sixth grade students into middle school through weekly lessons, guest instructors, and an end-of-the-year conference. The IMA would be for a term commencing retroactively on January 1, 2026 and expiring on December 31, 2026, in the total aggregate amount of One Hundred Thirty-Two Thousand (\$132,000) Dollars, comprised of an amount not to exceed Sixty-Six Thousand (\$66,000) Dollars payable by the County plus a 100% match from the Municipality, payable pursuant to an approved budget.

The Sixth Grade Leadership Academy after-school program will be open to current Yonkers Youth who are in sixth grade preparing to transition into a new school to complete seventh and eighth grades. The program aims to teach youth how to develop their authentic self and leadership skills to ready them to enter a new middle school.

The curriculum will include weekly lessons focusing on self-development, leadership skills, etiquette, social skills, anti-bullying, academics, and mental health. Lessons will be taught by trained on-site staff and special guest instructors in various interactive and engaging methods.

The procurement of this IMA is exempt from the requirements of the Westchester County Procurement Policy and Procedures pursuant to Section 3(a) xviii of said Policy.

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

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

Your Committee is in receipt of a communication from the County Executive recommending the adoption of an Act which, if approved by your Honorable Board, would authorize the County of Westchester (“County”), acting by and through its Youth Bureau (“Youth Bureau”), to enter into an inter-municipal agreement (“IMA”) with the City of Yonkers (the “Municipality”), acting by and through its Youth Bureau, pursuant to which the Municipality will provide its Sixth Grade Leadership Academy (“Program”) which shall include, but not be limited to, transitioning sixth grade students into middle school through weekly lessons, guest instructors, and an end-of-the-year conference. The IMA will be for a term commencing retroactively on January 1, 2026 and expiring on June 31, 2026, in the total aggregate amount of One Hundred Thirty-Two Thousand (\$132,000) Dollars, comprised of an amount not to exceed Sixty-Six Thousand (\$66,000) Dollars payable by the County plus a 100% match from the Municipality, payable pursuant to an approved budget.

The Sixth Grade Leadership Academy after-school program will be open to current Yonkers Youth who are in sixth grade preparing to transition into a new school to complete seventh and eighth grades. The program aims to teach youth how to develop their authentic self and leadership skills to ready them to enter a new middle school.

The curriculum will include weekly lessons focusing on self-development, leadership skills, etiquette, social skills, anti-bullying, academics, and mental health. Lessons will be taught by trained on-site staff and special guest instructors in various interactive and engaging methods.

Your Committee is advised that the proposed IMA will benefit the Municipality and its Youth Bureau, by helping sixth grade students transition into middle school.

The procurement of this IMA is exempt from the requirements of the Westchester County Procurement Policy and Procedures pursuant to Section 3(a) xviii of said Policy.

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

Your Committee has carefully considered this matter and recommends approval of the Act, noting that it requires not more than an affirmative vote of a majority of the members of your Honorable Board.

Dated: _____, 2026
White Plains, New York

COMMITTEE ON

ACT NO. ____-2026

AN ACT authorizing the County of Westchester to enter into an inter-municipal agreement with the City of Yonkers, for a Sixth Grade Leadership Academy program for the period commencing retroactively on January 1, 2026 and expiring on December 31, 2026, for a total amount of One Hundred Thirty-Two Thousand (\$132,000) Dollars, comprised of an amount not to exceed Sixty-Six Thousand (\$66,000) Dollars payable by the County plus a 100% match from the Municipality.

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 Youth Bureau, is hereby authorized to enter into an inter-municipal agreement (“IMA”) with the City of Yonkers (“Municipality”), acting by and through its Youth Bureau, pursuant to which the Municipality will provide a Sixth Grade Leadership Academy (“Program”) which shall include, but not be limited to, transitioning sixth grade students into middle school through weekly lessons, guest instructors, and an end-of-the-year conference for a term commencing retroactively on January 1, 2026 and expiring on December 31, 2026, in the total aggregate amount of One Hundred Thirty-Two Thousand (\$132,000) Dollars, comprised of an amount not to exceed Sixty-Six Thousand (\$66,000) Dollars payable by the County plus a 100% match from the Municipality, payable pursuant to an approved budget.

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

§ 3. This Act shall take effect immediately.

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

Your Committee is in receipt of a communication from the Westchester County Executive recommending approval of an Act which, if adopted, would authorize the County of Westchester (“County”), acting by and through its Department of Public Works and Transportation (the “Department”), to enter into temporary easement agreements in connection capital project RB03T for the rehabilitation of the Greenwich Road Bridge (County Road 12) over the Mianus River (BIN 3347940) along Greenwich Road in the Town of Bedford, Westchester County, New York (the “Project”).

Your Committee is advised that the following three (3) temporary easement agreements are needed for the Project:

1. A temporary easement agreement with Raminder Oberoi and Gyani Gurpreet, or the current owners of record, for the real property located within the Town of Bedford, Westchester County, State of New York and situated adjacent to the Greenwich Road Bridge along Greenwich Road, as follows:

Parcel 1, for use as a temporary easement, consisting of approximately 7,325.4 sq. ft. more or less, being a portion of Lot 18 in Block 1, Section 84.15, as shown on the Tax Map of the Town of Bedford, New York.

The amount to be paid for the temporary easement rights of Parcel 1 shall not exceed Five Thousand, Seven Hundred and Twenty (\$5,720.00) Dollars for the term of the easement agreement and an additional amount not to exceed Two Thousand, Eight Hundred and Sixty (\$2,860.00) Dollars if the County exercises its option to renew the easement agreement for an additional one-year renewal period.

2. A temporary easement agreement with The Sally L. Kroll 2020 Revocable Living Trust,

Dated October 26, 2020, or the current owners of record, for the real property located within the Town of Bedford, Westchester County, State of New York and situated adjacent to the Greenwich Road Bridge along Greenwich Road, as follows:

Parcel 2, for use as a temporary easement, consisting of approximately 7,844.8 sq. ft more or less, being a portion of Lot 2 in Block 2, Section 84.15, as shown on the Tax Map of the Town of Bedford.

The amount to be paid for the temporary easement rights of Parcel 2 shall not exceed Seven Thousand and Sixty (\$7,060.00) Dollars for the term of the easement agreement and an additional amount not to exceed Three Thousand Five Hundred and Thirty (\$3,530.00) Dollars if the County exercises its option to renew the easement agreement for an additional one-year renewal period.

3. A temporary easement agreement with Matthew Scherer and Deena Scherer, or the current owners of record, for the real property located within the Town of Bedford, Westchester County, State of New York and situated adjacent to the Greenwich Road Bridge along Greenwich Road, as follows:

Parcel 3, for use as a temporary easement, consisting of approximately 2,208.5 sq. ft. more or less, being a portion of Lot 1 in Block 2, Section 84.15, as shown on the Tax Map of the Town of Bedford.

The amount to be paid for the temporary easement rights of Parcel 3 shall not exceed One Thousand, One Hundred and Fifty (\$1,150.00) Dollars for the term of the easement agreement and an additional amount not to exceed Five Hundred and Seventy-Five (\$575.00) Dollars for the renewal period if the County exercises its option to renew the easement agreement for an additional one-year renewal period.

Your Committee is further advised that the County will give notice by letter of the start date for the Project (“Notice to Commence”) to each property owner, and the term of each easement agreement shall commence upon the start date set forth in the Notice to Commence (the “Commencement Date”) and shall terminate two (2) years thereafter unless renewed by the County.

Your Committee is further advised that, the County shall have the option to renew each easement agreement for an additional one (1) year renewal period upon the same terms and conditions contained therein upon the County delivering a letter to the property owner exercising its option to renew, subject to the County receiving all necessary legal approvals.

Your Committee is further advised that the County seeks authority to indemnify the property owners as follows:

To the fullest extent permitted by law, the County, its successors or assigns, shall indemnify, defend and hold harmless the Grantor(s), their successors and assigns, (collectively the “Indemnitees”) from and against any and all claims, damages, fines, causes of action, judgments, penalties, costs, liabilities, reasonable attorneys fees, and losses that may arise during or after the Term as a result of (i) this Easement, (ii) construction, reconstruction or maintenance work done by or on behalf of Grantee on or around the Easement Area; (iii) the use, possession, enjoyment or operation of the Easement Area, by the County or any of its officers, employees, invitees (including the general public), agents, contractors or subcontractors, (iv) any act or omission by the County or anyone acting by or on behalf of the County, or (v) any default hereunder.

Your Committee is advised that the Department has advised that the bridge to be built will be a full replacement of an existing structure. The existing bridge is a 27-foot long and 24 foot wide, single span, concrete slab bridge on masonry abutments. It was constructed in 1919 and is located immediately adjacent to Bedford Village Memorial Park. The bridge is most recently rated a 4.07 out of 7 meaning that many elements are seriously deteriorated and not functioning as

originally designed. The Average Annual Daily Traffic (AADT) over the bridge is 3364 vehicles, of which 5.4% are trucks. The replacement bridge will be a prestressed concrete superstructure system supported by integral abutments founded on driven pilings. The abutments for the replacement bridge will be located behind the abutments of the existing bridge thus widening the channel and relieve constriction created by the existing bridge.

It should be noted that your Honorable Board has previously authorized the County to issue bonds to finance the design of the Project pursuant to Bond Act No. 166-2019 (RB03T). The Department is currently performing the design work for the Project. At the completion of the design, additional bonding legislation will be requested for construction of the Project under separate legislation.

The current legislation is necessary to obtain authorization to enter into the temporary easement agreements for the County to undertake the Project.

The Department of Planning has advised your Committee that based on its review, the approval of the proposed temporary easement agreements may be classified as an “Unlisted” action, under the State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617 ("SEQR"). A Resolution and Full Environmental Assessment Form (“EAF”), prepared by the Department of Planning, are attached to assist your Honorable Board in complying with SEQR. For the reasons set forth in the attached EAF, your Committee believes that this proposed action will not have any significant adverse impact on the environment and accordingly recommends passage of the annexed Resolution.

Your Committee has been advised that an affirmative vote of a majority of the voting strength of your Honorable Board is required for approval of the attached Act. Your Committee

has carefully considered and recommends approval of the attached Act.

Dated: _____, 2026
White Plains, New York

COMMITTEE ON

C:RAN-04/07/26

RESOLUTION

WHEREAS, there is pending before this Honorable Board an Act (the “Act”) to authorize the County of Westchester (the “County”) to enter into the following temporary easement agreements in connection capital project RB03T for the rehabilitation of the Greenwich Road Bridge (County Road 12) over the Mianus River (BIN 3347940), along Greenwich Road in the Town of Bedford, Westchester County, New York (the “Project”):

1. A temporary easement agreement with Raminder Oberoi and Gyani Gurpreet, or the current owners of record, for the real property located within the Town of Bedford, Westchester County, State of New York and situated adjacent to the Greenwich Road Bridge along Greenwich Road, as follows:

Parcel 1, for use as a temporary easement, consisting of approximately 7,325.4 sq. ft. more or less, being a portion of Lot 18 in Block 1, Section 84.15, as shown on the Tax Map of the Town of Bedford, New York.

2. A temporary easement agreement with The Sally L. Kroll 2020 Revocable Living Trust, Dated October 26, 2020, or the current owners of record, for the real property located within the Town of Bedford, Westchester County, State of New York and situated adjacent to the Greenwich Road Bridge along Greenwich Road, as follows:

Parcel 2, for use as a temporary easement, consisting of approximately 7,844.8 sq. ft more or less, being a portion of Lot 2 in Block 2, Section 84.15, as shown on the Tax Map of the Town of Bedford.

3. A temporary easement agreement with Matthew Scherer and Deena Scherer, or the current owners of record, for the real property located within the Town of Bedford, Westchester County, State of New York and situated adjacent to the Greenwich Road Bridge along Greenwich Road, as follows:

Parcel 3, for use as a temporary easement, consisting of approximately 2,208.5 sq. ft. more or less, being a portion of Lot 1 in Block 2, Section 84.15, as shown on the Tax Map of the Town of Bedford; and

WHEREAS, this Honorable Board has determined that the proposed Act would constitute an action under Article 8 of the Environmental Conservation Law, known as the New York State

Environmental Quality Review Act (“SEQRA”); and

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

WHEREAS, the County of Westchester 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 SEQRA and its implementing regulations, a Full Environmental Assessment Form has been prepared to assist this Honorable Board in its environmental assessment of this proposed action; and

WHEREAS, this Honorable Board has carefully considered the proposed action and has reviewed the attached Full Environmental Assessment Form and the criteria set forth in Section 617.7 of the implementing regulations and has identified the relevant areas of environmental concern, as described in the attached Full Environmental Assessment Form, to determine if this proposed action will have a significant impact on the environment.

NOW, THEREFORE, be it resolved by the County Board of Legislators of the County of Westchester, State of New York, as follows:

RESOLVED, that based upon the Honorable Board’s review of the Full Environmental Assessment Form and for the reasons set forth therein, this Board finds that there will be no significant adverse impact on the environment from capital project RB03T for the rehabilitation of the Greenwich Road Bridge (County Road 12) over the Mianus River (BIN 3347940), along Greenwich Road in the Town of Bedford, Westchester County, New York (the “Project”) and the County entering the temporary easement agreements for the Project; 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 Full Environmental Assessment Form, which is attached

hereto and made a part hereof, as the “Responsible Officer in Lead Agency”; to issue this “Negative Declaration” on behalf of this Board in satisfaction of SEQRA and its implementing regulations; and to immediately transmit same to the Commissioner of Planning to be filed, published and made available pursuant to the requirements of Part 617 of 6 NYCRR; and be it further

RESOLVED, that the Resolution shall take effect immediately.

ACT NO. 2026 - _____

AN ACT authorizing the County of Westchester to enter into temporary easement agreements in connection with the rehabilitation of the Greenwich Road Bridge (County Road 12) over the Mianus River (BIN 3347940) along Greenwich Road in the Town of Bedford, Westchester County, New York.

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

Section 1. The County of Westchester (“County”) is authorized to enter into a temporary easement agreement in connection with the rehabilitation of the Greenwich Road Bridge (County Road 12) over the Mianus River (BIN 3347940), along Greenwich Road in the Town of Bedford, Westchester County, New York (the “Project”) with Raminder Oberoi and Gyani Gurpreet, or the current owners of record, for the real property located within the Town of Bedford, Westchester County, State of New York and situated adjacent to the Greenwich Road Bridge along Greenwich Road, as follows:

Parcel 1, for use as a temporary easement, consisting of approximately 7,325.4 sq. ft. more or less, being a portion of Lot 18 in Block 1, Section 84.15, as shown on the Tax Map of the Town of Bedford, New York.

The amount to be paid for the temporary easement rights of Parcel 1 shall not exceed Five Thousand, Seven Hundred and Twenty (\$5,720.00) Dollars for the term of the easement agreement and an additional amount not to exceed Two Thousand, Eight Hundred and Sixty (\$2,860.00) Dollars if the County exercises its option to renew the easement agreement for an additional one-year renewal period.

§2. The County is also authorized to enter into a temporary easement agreement in connection with the Project with The Sally L. Kroll 2020 Revocable Living Trust, Dated October 26, 2020, or the current owners of record, for the real property located within the Town of

Bedford, Westchester County, State of New York and situated adjacent to the Greenwich Road Bridge along Greenwich Road, as follows:

Parcel 2, for use as a temporary easement, consisting of approximately 7,844.8 sq. ft more or less, being a portion of Lot 2 in Block 2, Section 84.15, as shown on the Tax Map of the Town of Bedford.

The amount to be paid for the temporary easement rights of Parcel 2 shall not exceed Seven Thousand and Sixty (\$7,060.00) Dollars for the term of the easement agreement and an additional amount not to exceed Three Thousand Five Hundred and Thirty (\$3,530.00) Dollars if the County exercises its option to renew the easement agreement for an additional one-year renewal period.

§3. The County is also authorized to enter into a temporary easement agreement in connection with the Project with Matthew Scherer and Deena Scherer, or the current owners of record, for the real property located within the Town of Bedford, Westchester County, State of New York and situated adjacent to the Greenwich Road Bridge along Greenwich Road, as follows:

Parcel 3, for use as a temporary easement, consisting of approximately 2,208.5 sq. ft. more or less, being a portion of Lot 1 in Block 2, Section 84.15, as shown on the Tax Map of the Town of Bedford.

The amount to be paid for the temporary easement rights of Parcel 3 shall not exceed One Thousand, One Hundred and Fifty (\$1,150.00) Dollars for the term of the easement agreement and an additional amount not to exceed Five Hundred and Seventy-Five (\$575.00) Dollars for the renewal period if the County exercises its option to renew the easement agreement for an additional one-year renewal period.

§4. The County will give notice by letter of the start date for the Project (“Notice to Commence”) to each property owner, and the term of each easement agreement shall commence upon the start date set forth in the Notice to Commence (the “Commencement Date”) and shall terminate two (2) years thereafter unless renewed by the County.

§5. The County shall have the option to renew each easement agreement for an additional

one (1) year renewal period upon the same terms and conditions contained therein upon the County delivering a letter to the property owner exercising its option to renew, subject to the County receiving all necessary legal approvals.

§6. The County shall have the right to indemnify the property owner in each easement agreement as follow:

To the fullest extent permitted by law, the County, its successors or assigns, shall indemnify, defend and hold harmless the Grantor(s), their successors and assigns, (collectively the “Indemnitees”) from and against any and all claims, damages, fines, causes of action, judgments, penalties, costs, liabilities, reasonable attorneys fees, and losses that may arise during or after the Term as a result of (i) this Easement, (ii) construction, reconstruction or maintenance work done by or on behalf of Grantee on or around the Easement Area; (iii) the use, possession, enjoyment or operation of the Easement Area, by the County or any of its officers, employees, invitees (including the general public), agents, contractors or subcontractors, (iv) any act or omission by the County or anyone acting by or on behalf of the County, or (v) any default hereunder.

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

§8 This Act shall take effect immediately.



TRANSMITTAL MEMO

To: The Honorable Members of the Board of Legislators

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

Date: May 4, 2026

Re: An Act authorizing the County to submit an Urban County application for Community Development Block Grant, the HOME Investment Partnerships Program, and the Emergency Solutions Grant Program, including an amendment to FY 2024-2028 Consolidated Plan, and to accept such grants.

Transmitted herewith for your consideration and approval is an Act which, if adopted by your Honorable Board, would i) authorize the County of Westchester (the "County") to submit an application to the U.S. Department of Housing and Urban Development ("HUD") for \$5,970,202.77 in grant funds ("Grant Funds") from three (3) federal sources: the Community Development Block Grant ("CDBG") Program, the HOME Investment Partnerships Program ("HOME"), and the Emergency Solutions Grant ("ESG") Program (together the "Programs") on behalf of the thirty-one (31) municipalities that comprise the Westchester Urban County Consortium (the "Consortium"); ii) authorize the County to submit to HUD an amendment to the Five Year 2024-2028 Consolidated Plan (the "Consolidated Plan") that includes the Fiscal Year 2026 Annual Action Plan for the Consortium ("FY 2026 Action Plan") consistent with the requirements of federal regulations; and iii) authorize the County to accept and receive the Grant Funds for the purpose of the housing and community development program.

The Department of Planning (the "Department") has advised that the development of the Consolidated Plan began on the local level, included citizen participation with members of the County Planning Board, the Westchester Urban County Council, and the Community Development Advisory Group. Further, I have been advised that prior to the submission of project applications to the County for the FY 2026 Action Plan, each local municipality held hearings for public comment. Copies of the draft FY 2026 Action Plan, budget and a separate listing of projects and locations are annexed to the Committee Report herewith for your Honorable Board's consideration.

The Department has advised that the Grant Funds will provide \$4,529,567 from CDBG, \$1,032,577.77 from HOME and \$408,058 from ESG for Fiscal Year 2026.

I am further advised that your Honorable Board, by Act Nos. 2018-86 and 2021-114, authorized the County to enter into cooperation agreements ("Cooperation Agreements") with Westchester County municipalities for the purpose of a housing and community development program pursuant to the Housing and Community Development Act of 1974, as amended. These Cooperation

Agreements qualified the participating municipalities (“Participating Municipalities”, or individually “Participating Municipality”) to receive funds from the aforementioned Programs during Fiscal Years 2019-2021 and 2022-2024 (commencing May 1 and ending April 30), respectively.

I have been advised by the Department that the Cooperation Agreements automatically renew for successive three-year periods unless the County or the Participating Municipality exercises their option to terminate their Cooperation Agreement and notifies the County and the New York HUD Field Office by letter of its intent to terminate its Cooperative Agreement at the end of the current qualification period.

The County’s Planning Department has advised that all Participating Municipalities under the Consortium did not terminate their Cooperative Agreements. As such, all Cooperative Agreements were automatically renewed. A list of the Participating Municipalities that currently have Agreements with the County under the Consortium, is annexed to the Committee Report herewith for your Honorable Board’s information.

In past years, the County has received over \$216,000,000 of non-repayable federal funding to undertake activities such as housing rehabilitation, public improvements in designated target areas, code enforcement, and a complete array of community development activities on behalf of the municipalities participating in the program.

Based upon the importance of the housing and community development program, I respectfully request your Honorable Board’s approval of the annexed Act.

KWJ/BPL/mb
Attachments

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

Your Committee is in receipt of a communication from the County Executive recommending that your Honorable Board adopt an Act which, if approved would i) authorize the County of Westchester (the “County”), to submit an application to the U.S. Department of Housing and Urban Development (“HUD”) for \$5,970,202.77 in grant funds (“Grant Funds”) from three (3) federal sources: the Community Development Block Grant (“CDBG”) Program, the HOME Investment Partnerships Program (“HOME”), and the Emergency Solutions Grant (“ESG”) Program (together the “Programs”), on behalf of the thirty-one (31) municipalities that comprise the Westchester Urban County Consortium (the “Consortium”); ii) authorize the County to submit to HUD an amendment to the Five Year 2024-2028 Consolidated Plan (the “Consolidated Plan”) to include the Fiscal Year 2026 Annual Action Plan (“FY 2026 Action Plan”) for the Consortium; and iii) authorize the County to accept and receive the Grant Funds for the purpose of the housing and community development program.

Your Committee is advised that the development of the Consolidated Plan began on the local level, included citizen participation with members of the County Planning Board, the Westchester Urban County Council, and the Community Development Advisory Group. Further, your Committee has been advised that prior to the submission of project applications to the County for the FY 2026 Action Plan, each local municipality held hearings for public comment. Copies of the draft FY 2026 Action Plan, budget and a separate listing of projects and locations are annexed hereto for your Honorable Board’s consideration.

Your Committee is advised that the Grant Funds from HUD will provide \$4,529,567 from CDBG, \$1,032,577.77 from HOME and \$408,058 from ESG for Fiscal Year 2026.

Your Honorable Board, by Act Nos., by Act Nos. 2018-86 and 2021-114, authorized the County to enter into cooperation agreements (“Cooperation Agreements”) with Westchester County municipalities for the purpose of a housing and community development program pursuant to the Housing and Community Development Act of 1974, as amended. These Cooperation Agreements qualified the participating municipalities (“Participating Municipalities”, or individually “Participating Municipality”) to receive funds from the aforementioned Programs during Fiscal Years 2019-2021 and 2022-2024 (commencing May 1 and ending April 30), respectively.

Your Committee has been advised by the Department that the Cooperation Agreements automatically renew for successive three-year periods unless the County or the Participating Municipality exercises their option to terminate their Cooperation Agreement and notifies the County and the New York HUD Field Office by letter of its intent to terminate its Cooperative Agreement at the end of the current qualification period.

The County’s Planning Department has advised that all Participating Municipalities under the Consortium did not terminate their Cooperative Agreements. As such, all Cooperative Agreements were automatically renewed. A list of the Participating Municipalities that currently have Agreements with the County under the Consortium, is annexed hereto for your Honorable Board’s information.

The Department of Planning has advised your Committee that based on its review, the authorization of these actions 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.

In past years, the County has received over \$216,000,000 of non-repayable federal funding to undertake activities such as housing rehabilitation, public improvements in designated target areas, code enforcement, and a complete array of community development activities on behalf of the Participating Municipalities.

Your Committee has been informed that passage of the Act requires a majority of the voting members of your Honorable Board. Your Committee has carefully considered this matter and recommends that your Honorable Board adopt the proposed annexed Act.

Dated:

White Plains, New York

COMMITTEE ON

c/mb/4/23/25

FISCAL IMPACT STATEMENT

SUBJECT: _____

NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

SECTION A - FUND

GENERAL FUND

AIRPORT FUND

SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense _____

Total Current Year Revenue _____

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

Identify Accounts: _____

Potential Related Operating Budget Expenses: Annual Amount _____

Describe: _____

Potential Related Operating Budget Revenues: Annual Amount _____

Describe: _____

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

Current Year: _____

Next Four Years: _____


Prepared by: _____ **Approved by:** _____

Title: _____ **Budget Director**

Department: _____ **Date:** _____

Date: _____

TO: Blanca P. Lopez, M.S

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

DATE: April 6, 2026

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR AN AMENDMENT OF THE FY 2024-2028 CONSOLIDATED PLAN TO INCLUDE THE FY 2026 ACTION PLAN**

PROJECT/ACTION: Filing of an application to the United States Department of Housing and Urban Development (HUD) for funds from the Community Development Block Grant Program, the HOME Investment Partnership Program and the Emergency Solutions Grant Program. Also, submission of an amendment to the FY 2024-2028 Consolidated Plan to HUD including the Action Plan for FY 2026 for the County's administration of HUD funds.

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)(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 submission of a Consolidated Plan every five years and an Action Plan every year are prerequisite routine administrative procedures that are required by HUD in order for the County to administer HUD funds for housing and community development programs. Environmental reviews are conducted for the specific projects in the annual Action Plan at the time that they are to be funded. Funds will not be released by HUD until all environmental review requirements pursuant to the National Environmental Policy Act have been met. Additionally, environmental reviews pursuant to the State Environmental Quality Review Act will also be undertaken prior to state or local approvals for each individual project where applicable.

DSK/oav

cc: Theresa Fleischman, Program Director
Kim Holland, Program Administrator
Gaitre Rambharose, Program Administrator
Claudia Maxwell, Principal Environmental Planner

ACT NO. - 2026

AN ACT authorizing the County of Westchester to submit an application to the U.S. Department of Housing and Urban Development for grant funds from the Community Development Block Grant Program, HOME Investment Partnerships Program and the Emergency Solutions Grant Program, submit the Fiscal Year 2026 Action Plan and to accept said grant funds.

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 submit an application to the U.S. Department of Housing and Urban Development (“HUD”) for \$5,970,202.77 in grant funds (“Grant Funds”) from three (3) federal sources: the Community Development Block Grant (“CDBG”) Program, the HOME Investment Partnerships Program (“HOME”), and the Emergency Solutions Grant (“ESD”) Program (together the “Programs”) on behalf of the thirty-one (31) municipalities that comprise the Westchester Urban County Consortium (the “Consortium”) including all understandings and assurances contained therein for Grant Funds from the Programs.

§2. The County is further authorized to submit to HUD an amendment to the Five Year 2024-2028 Consolidated Plan to include the Fiscal Year 2026 Annual Action Plan for the Consortium, as required by federal regulations, for the purpose of the housing and community development program pursuant to the Housing and Community Development Act of 1974, as amended.

§3. The County is hereby further authorized to accept and receive the Grant Funds from HUD for the purpose of the housing and community development program.

§4. The County Executive, or his authorized designee, is hereby authorized and empowered to take all action necessary or appropriate to effectuate the purposes of this Act.

§5. This Act shall take effect immediately.

CDBG Consortium Communities

Members of the Westchester County Urban County Consortium – FY 2026

Ardsley	Bedford	Briarcliff Manor	Bronxville	Cortlandt
Croton on Hudson	Dobbs Ferry	Elmsford	Greenburgh	Hastings on Hudson
Irvington	Larchmont	Lewisboro	Mamaroneck Village	Mamaroneck Town
Mount Kisco	New Castle	North Salem	Ossining Town	Ossining Village
Peekskill	Pelham Village	Pleasantville	Port Chester	Rye Brook
Rye Town	Scarsdale	Sleepy Hollow	Tarrytown	Tuckahoe
Yorktown				

FY 2026 Projected Allocations
Program Year: May 1, 2026 - April 30, 2027

Community Development Block Grant (CDBG)	
Public Facility & Improvements	\$ 2,414,650.60
Public Services	\$ 375,000.00
Housing	\$ 834,003.00
Administrative Funds	\$ 905,913.40
TOTAL FY 2026 ALLOCATION (CDBG)	\$ 4,529,567.00
HOME Investment Partnership (HOME)	
Housing - Construction, acquisition & rehabilitation	\$ 774,433.33
Community Housing Development Organization (CHDO) Funds	\$ 154,886.67
Administrative Funds	\$ 103,257.78
TOTAL FY 2026 ALLOCATION (HOME)	\$ 1,032,577.77
Emergency Solutions Grant (ESG)	
Homelessness Prevention, Emergency Shelter, Street Outreach, Rapid Re-Housing & HMIS	\$ 377,453.65
Administrative Funds	\$ 30,604.35
TOTAL FY 2026 ALLOCATION (ESG)	\$ 408,058.00

APPLICANT & PROJECT TITLE	2026 RECOMMEND
MUNICIPALITY	
ELMSFORD - VILLAGE	
Legion Park Playground Improvements	\$ 100,000
HASTINGS ON HUDSON - VILLAGE	
Main Street-North Side Streetscape Improvements	\$ 182,724
OSSINING - TOWN	
Louis Engel Park - Playground Equipment and Surfacing	\$ 200,000
OSSINING - VILLAGE	
Spring Street Walkability - Improvements Phase 2	\$ 200,000
RYE BROOK - VILLAGE	
Senior Center - Generator Replacement	\$ 124,811
Senior Center - Fence Replacement	\$ 38,400
TARRYTOWN - VILLAGE	
Cottage Place Sidewalk Replacement	\$ 200,000
TUCKAHOE - VILLAGE	
Tuckahoe Sanitary Sewer Relining	\$ 200,000
NON PROFIT/HOUSING	
CARING FOR THE HOMELESS OF PEEKSKILL, INC.	
Solid Ground	\$ 125,000
CHILDREN'S VILLAGE, INC. (DOBBS FERRY)	
D'Assern Housing Complex - HVAC upgrades	\$ 200,000
FIRST BAPTIST CHURCH OF PEEKSKILL	
Sidewalk Repair	\$ 33,372
Parking Lot Repairs <i>(Pemart site)</i>	\$ 104,690
NICHOLAS CENTER (PLEASANTVILLE - CONSORTIUM WIDE)	
Building Bridges Autistic Adults - Community Life & Employment	\$ 50,000

APPLICANT & PROJECT TITLE	2026 RECOMMEND
PEEKSKILL HOUSING AUTHORITY	
Bohlmann Towers Bath Revitalization Phase II - Floors 5 & 6	\$ 200,000
Bohlmann Towers Bath Revitalization Phase III - Floors 3 & 4	\$ 200,000
RYE YMCA (PORT CHESTER) <i>Former All Soul's Church on Parkway Drive</i>	
Boiler Replacement	\$ 120,000
Roof Replacement	\$ 110,000
WESTCHESTER COMMUNITY HEALTH CENTER (GREENBURGH)	
Parking Lot Remodel	\$ 170,000
New Walk-In Center	\$ 127,000
	\$ 2,685,997



2026 Annual Action Plan

DRAFT

Westchester County Department of Planning
Room 414, 148 Martine Ave.
White Plains, NY 10601

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Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

Westchester County is designated as an entitlement urban county by the U.S. Department of Housing and Urban Development (HUD), allowing it to receive several federal formula grants annually. These include the Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and Emergency Solutions Grants (ESG), which are designed to address the housing and community development needs of residents. The Westchester County Department of Planning (WCDP) administers the Westchester Urban County Consortium (the Consortium) programs and manages the annual grant funds. The Consortium consists of 31 members and accepts CDBG applications from these members. Applications are held and considered for funding over a three year period. Each year, funds are awarded based on objective criteria, such as meeting national objectives, conducting cost-benefit analyses, and evaluating the members' compliance with the regulations set for each program.

HUD's CDBG Program provides annual funding on a formula basis to entitlement cities and urban counties to develop viable communities by providing safe, decent and affordable housing; suitable living environments; and expanding economic opportunities, primarily for low- and moderate-income (LMI) persons. The HOME Investment Partnerships Program is the largest federal block grant to state and local governments designed exclusively to create affordable housing for LMI households. The grant funds a wide range of activities including building, buying, and/or rehabilitating affordable housing for rent or homeownership, or providing direct rental assistance. The ESG Program is designed to assist people with quickly regaining stability in permanent housing after experiencing a housing crisis and/or homelessness.

This plan represents the PY 2026 Annual Action Plan (AAP), which is a subset of the Strategic Plan addressing the overall goals of the five-year 2024-2028 Consolidated Plan. The AAP provides a concise summary of the actions, activities, and specific federal and non-federal resources that will be used each year to address the priority needs and specific goals identified by the Consolidated Plan. The AAP also serves as the baseline for measuring program effectiveness, as reported in the Consolidated Annual Performance and Evaluation Report (CAPER) required by HUD for each fiscal year's funding allocation. PY 2026 begins on May 1, 2026, and ends on April 30, 2027.

2. Summarize the objectives and outcomes identified in the Plan

The Consortium has developed its strategic plan based on an analysis of the data presented in the Needs Assessment, the Market Analysis of the Consolidated Plan, and the community participation and stakeholder consultation process. Through these efforts, the Consortium has identified five (5) priority

needs and associated goals to address these needs. Over the 5-Year plan period, the Consortium will work to accomplish the following outcomes, which are listed by Priority Need.

Priority Need: Public Facilities and Infrastructure

Goal - 1A Improve & Expand Public Infrastructure

Provide public infrastructure improvements or expand infrastructure in low/mod income areas. These activities may include improvements to streets, sidewalks, water and sewer, and ADA improvements.

Goal - 1B Improve Access to Public Facilities

Provide public facility improvements in low/mod areas. These may include improvements to neighborhood facilities, parks and recreational facilities, and community centers that serve those with special needs.

Priority Need: Public Services

Goal - 2A Provide Supportive Public Services

Provide public supportive services that address the needs of low- to moderate-income communities with particular emphasis on children and youth, unemployed and under-employed individuals. The County may also support special needs groups with programs that provide vital services that offset basic costs such as health services and food programs for the elderly and persons with a disability.

Priority Need: Affordable Housing Development & Preservation

Goal - 3A New Housing Development

Provide new homeownership opportunities such as new construction of affordable homeowner housing and/or direct financial assistance for eligible first-time homebuyers.

Goal - 3B Rental Housing Opportunities

Provide rental housing development activities for low- to moderate-income households. These activities will be carried out by local housing developers under the County housing programs. Rental housing opportunities may also include rental assistance.

Goal - 3C CHDO Housing Development

The County will reserve at least 15% of annual HOME funds to support affordable housing development activities from CHDOs.

Goal - 3D Housing Rehabilitation

Provide homeowner and rental housing rehabilitation activities to help preserve the housing stock of low-to moderate-income households. Small grants or loans will be awarded to make repairs for eligible single-family households.

Priority Need: Addressing Homelessness

Goal - 4A Homeless Prevention, Rapid Rehousing and Street Outreach

Provide homeless prevention rental assistance for individuals at-risk of homelessness, street outreach services for the homeless, and rapid rehousing rental activities to transition individuals and families into permanent housing. .

Goal - 4B Emergency Shelter and Homeless Management Information System (HMIS)

Provide support for emergency shelter operations at local homeless shelters and shelter renovations to keep residents safe. Homeless individuals and families will receive wraparound services to help them towards stable housing and economic self-sufficiency.

Priority Need: Effective Program Management

Goal - 5A Effective Program Management

Effective program management will include general administration of CPD grant programs, monitoring subrecipients, and keeping strict grant-based accounting. Comprehensive planning requirements will include the development of AAPs, an evaluation of the performance of the programs through annual reports, and meeting citizen participation requirements.

3. Evaluation of past performance

The Westchester Urban County Consortium, with its city members and other public, private, and nonprofit community housing providers and community development service agencies, have made significant contributions addressing needs in the Consortium area. These include providing safe, decent, and affordable housing, improvements to public facilities and infrastructure, and providing for vital public services for LMI and special need groups. There has been considerable progress made; however, addressing homelessness, continued public improvements in low/mod areas, and the need for more affordable housing remain some of the most prolific issues facing Consortium residents. These are documented by the current Consolidated Plan and the most recent PY 2022 Consolidated Annual Performance and Evaluation Report (CAPER).

The CAPER provides an assessment of progress towards the five-year goals and the one-year goals of HUD entitlement grants CDBG, HOME, and ESG. The evaluation of the Consortium's performance is summarized in the annual CAPER report. The following is a summary of accomplishments by priority:

Housing: The Consortium's CDBG and HOME-funded programs have addressed the housing needs of low-to moderate-income (LMI) residents across the Consortium. According to the PR-23 Summary of Accomplishments, the CDBG program assisted 120 LMI residents through public housing modernization rehabilitation activities, 9 LMI residents with multi-unit residential rehabilitation, and 3 LMI households with homeowner housing rehabilitation. No HOME units were completed in PY 2022; however, several rental and homeowner housing units are in various stages of development. These activities are detailed in the PR-22 Status of HOME Activities report. New rental construction activities at 29 Grant Street in Rye Brook, 100 Beekman Lane in Goldens Bridge, and 1 Dromore Road in Scarsdale will add a total of 25 affordable housing units. These activities have since been completed. Additionally, there are two rental rehabilitation projects currently in development that will assist a total of 28 LMI renter households. Three new homeowner housing development projects will aid 7 LMI households once they are completed.

Public Facilities and Improvements: As of PY 2022, Westchester County UCC has assisted over 9,800 persons living in low/mod areas with park and recreational facilities, water/sewer and sidewalk improvements. These activities will help to improve the quality of life of LMI residents in the Consortium.

Public Services: The Consortium continues to fund activities that provide vital services that meet the needs of LMI residents in the Consortium. There were 658 LMI and special needs residents assisted in PY 2022 with senior services, transportation services and health services.

Homelessness: The Consortium funds homeless prevention and emergency shelter operations with ESG funds. These activities help assist homeless individuals and families in times of crisis and also help them to avoid returning to homelessness. ESG activities are now reported in the ESG Sage Reporting system.

4. Summary of Citizen Participation Process and consultation process

The Consortium has adopted its HUD approved Citizen Participation Plan (CPP) as per 24 CFR 91.105, which sets forth the Consortium's policies and procedures for citizen participation in the PY 2026 AAP. The CPP provides guidance for public notices for the various stages of Consolidated Plan development, public hearings, and the public review of the proposed plan. Details of the Consortium's outreach efforts are provided below:

PUBLIC HEARING: The Consortium held a public hearing to gather feedback on needs in the County on April 22, 2026 at 6:30pm.

PUBLIC COMMENT PERIOD: The Consortium held a public comment period from **April 22, 2026 to May 22, 2026** to give citizens an opportunity to review and make comments on the recommended FY 2026 projects.

A summary citizen participation efforts can also be viewed in AP-12 Participation.

5. Summary of public comments

PUBLIC HEARING: A summary of comments will be provided after the public hearing.

PUBLIC COMMENT PERIOD: A summary of comments will be provided after the public comment period.

All comments and views are accepted. A summary citizen participation efforts can also be viewed in AP-12 Participation.

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments and views are welcome.

7. Summary

The PY 2026 AAP is the third program year of the 2024-2028 Consolidated Plan. The activities funded address the needs of the community and further build on the accomplishments of the goals established in the 5-Year Strategic Plan. The Consortium anticipates receiving \$4,529,567 in CDBG funds, \$1,032,577.77 in HOME program funds, and \$408,058 in ESG funds. The Consortium proposes to fund the following projects:

CDBG Administration (20%): \$905,913.40
CDBG Public Services: \$375,000.00
CDBG Public Facilities & Infrastructure: \$2,414,650.00
CDBG Housing Programs: \$834,003.00
HOME Administration (10%): \$103,257.78
HOME CHDO Set-Aside 15%: \$154,886.67
HOME Housing Development Projects: \$774,433.33
ESG26-Westchester County: \$408,058.00

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	WESTCHESTER COUNTY	Planning Department
HOME Administrator	WESTCHESTER COUNTY	Planning Department
ESG Administrator	WESTCHESTER COUNTY	Planning Department

Table 1 – Responsible Agencies

Consolidated Plan Public Contact Information

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AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

The Westchester County Department of Planning (WCDP), representing the Consortium, organized a series of meetings to engage as many community stakeholders as possible during the citizen participation process. Additionally, WCDP remains in contact with the Westchester County Continuum of Care (CoC) to address the homeless needs within the Consortium. As part of the application process, WCDP encourages non-profit organizations in the Consortium municipalities to participate by submitting an application and attending meetings to discuss planning.

In preparation for the 2026 AAP, WCDP conducted a significant number of consultations with non-profit agencies, public housing agencies, government offices, and various other organizations. WCDP held a public hearing, and a 30-day public review and comment period. These efforts guided the WCDP in the development of the priority needs and goals that will be used in the plan. The table below lists the agencies that participated in the development of the PY 2026 AAP.

Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

WCDP invites non-profits in participating municipalities to apply for funding and to justify their need providing insight into the local concerns. Further, a representative of CDAG must sign the application and often advocates on their behalf.

WCDP also contacted various agencies from the health, mental health, housing providers and community development service agencies. These agencies and departments included the local public housing authorities who are operating in and located in the Westchester Urban County Consortium; local County departments such as the Westchester County Public Works & Transportation, Department of Social Services and Senior Programs and Services; and nonprofits such as Human Development Services of Westchester, The Guidance Center and Caring for the Hungry & Homeless.

WCDP also actively seeks consultation from local high-speed internet providers and the Westchester Library System to bridge the digital divide for LMI residents.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The Westchester County Continuum of Care (CoC) is the lead organization in the region. It coordinates homeless programs and initiatives in the area. The CoC leads a network of local homeless services and

housing providers involved in planning and coordinating programs and service delivery systems that reach across the County to assist homeless persons. These activities range from homeless prevention rental assistance to street outreach services, rapid rehousing rental activities, homeless shelters, HMIS data collection, and planning and coordination.

Other services provided by the large CoC network include permanent housing and rental assistance to transitional housing, case management, self-sufficiency programs, and other emergency assistance. The goal of the CoC is to end homelessness in Westchester County.

The Westchester County CoC Coordinated Entry Program (WCCEP) provides universal services to all people who are experiencing homelessness throughout Westchester County. Individuals and families at-risk or experiencing homelessness may access Coordinated Entry at several access points across the County. All of these access points result in a Comprehensive At-Risk of homelessness assessment Tool (CART) being completed for the household and their enrollment in Coordinated Entry. Details on the Coordinated Entry Program can be found at the link: <https://www.wcohomeless.org/Coordinated-Entry>

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

WCDP focuses ESG funds on homelessness prevention so that very low-income households and the working poor, who fall behind on their rental payments do not end up displaced. They do so by (1) eviction prevention programming, (2) counseling services, (3) street outreach to provide essential services to unsheltered homeless people and (4) providing renovations and essential supplies and materials to support operations of emergency shelters for individuals and families. The CoC is consulted as the programs are created and feedback is solicited. All sub-recipients are trained and added to the Homeless Management Information System (HMIS). HMIS is a web-based information management system used by the County and CoC members to enable data sharing which assists providers to connect services to homeless and low-income persons in the CoC region.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Westchester County Department of Planning
	Agency/Group/Organization Type	Services - Housing Services-homeless Service-Fair Housing Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Market Analysis Economic Development Anti-poverty Strategy Homeless Needs - Seniors
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Westchester County Department of Planning is the lead department responsible for the plan.
2	Agency/Group/Organization	TOWN OF MAMARONECK
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Town of Mamaroneck is a Consortium member, and consulted with community development needs.
3	Agency/Group/Organization	Peekskill Presbyterian Church
	Agency/Group/Organization Type	Nonprofit
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Market Analysis Anti-poverty Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Peekskill Presbyterian Church consulted with community development needs through an application for funding.
4	Agency/Group/Organization	OSSINING CHILDREN'S CENTER, INC.
	Agency/Group/Organization Type	Services-Children
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Market Analysis Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The agency consulted with community development needs through an application for funding.
5	Agency/Group/Organization	Nicholas Center
	Agency/Group/Organization Type	Services - Housing Health Agency Publicly Funded Institution/System of Care
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Market Analysis Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Nicolas Center provides services for autistic adults in their Building Bridges Community Life and Employment program. The agency consulted with community development needs through an application for funding.
6	Agency/Group/Organization	Town of Greenburgh, NY Parks & Rec Dept
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Market Analysis Anti-poverty Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The department consulted with community development needs through an application for funding.
7	Agency/Group/Organization	Port Chester Carver Center
	Agency/Group/Organization Type	Nonprofit
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Market Analysis Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The organization consulted on community development needs through an application for funding.
8	Agency/Group/Organization	Port Chester Housing Authority
	Agency/Group/Organization Type	Housing PHA Services - Housing Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Anti-poverty Strategy Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The county continues to be engaged with the agency in the development and implementation of the plan. During the development of the Consolidated Plan, the Port Chester Housing Authority was consulted to determine needs of the at-risk community.
9	Agency/Group/Organization	Westchester Jewish Community Center
	Agency/Group/Organization Type	Services-Housing Services
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The organization consulted on community development needs through an application for funding.
10	Agency/Group/Organization	Westchester County Department of Community Mental Health
	Agency/Group/Organization Type	Services-Health Publicly Funded Institution/System of Care
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Westchester County Department of Community Mental Health consulted with community development needs through a survey.
11	Agency/Group/Organization	TOWN OF CORTLANDT
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Anti-poverty Strategy Non-Housing Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Town consulted on community development needs through an application for funding.
12	Agency/Group/Organization	VILLAGE OF DOBBS FERRY
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Anti-poverty Strategy Non-Housing Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Village consulted on community development needs through an application for funding.

13	Agency/Group/Organization	Westchester County Continuum of Care Partnership to End Homelessness
	Agency/Group/Organization Type	Services-homeless Services-Health Continuum of Care
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Westchester County Continuum of Care Partnership to End Homelessness is the lead agency addressing homelessness in the region. The COC is engaged in ongoing communication with the County.
14	Agency/Group/Organization	Village of Elmsford
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Anti-poverty Strategy Non-Housing Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Village consulted on community development needs through an application for funding.
15	Agency/Group/Organization	Village of Hastings on Hudson
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Anti-poverty Strategy Non-Housing Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Village consulted on community development needs through an application for funding.
16	Agency/Group/Organization	Westchester Community Health Center
	Agency/Group/Organization Type	Services-Health Publicly Funded Institution/System of Care

	What section of the Plan was addressed by Consultation?	Anti-poverty Strategy Non-Housing Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The organization consulted on community development needs.
17	Agency/Group/Organization	Sustainable Westchester
	Agency/Group/Organization Type	Agency - Managing Flood Prone Areas Agency - Management of Public Land or Water Resources Agency - Emergency Management
	What section of the Plan was addressed by Consultation?	Anti-poverty Strategy Non-Housing Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The agency consulted on community development needs.
18	Agency/Group/Organization	Town of Lewisboro
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Anti-poverty Strategy Non-Housing Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Town consulted on community development needs through an application for funding.
19	Agency/Group/Organization	Village of Sleepy Hollow
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Anti-poverty Strategy Non-Housing Special Needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Village consulted on community development needs through an application for funding.
20	Agency/Group/Organization	WESTHAB, INC.
	Agency/Group/Organization Type	Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The agency consulted on community development needs.
21	Agency/Group/Organization	Community Housing Innovations, Inc
	Agency/Group/Organization Type	Services - Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The agency consulted on community development needs.
22	Agency/Group/Organization	Lifting Up Westchester, Inc.
	Agency/Group/Organization Type	Nonprofit
	What section of the Plan was addressed by Consultation?	Anti-poverty Strategy Non-Housing Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The agency consulted on community development needs.
23	Agency/Group/Organization	Habitat for Humanity New Your City and Westchester County
	Agency/Group/Organization Type	Housing

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The agency consulted on community development needs.
24	Agency/Group/Organization	Village of Port Chester
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The village consulted on community development needs.
25	Agency/Group/Organization	Village of Mount Kisco
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The town consulted on community development needs.
26	Agency/Group/Organization	City of Peekskill
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City consulted on community development needs through an application for funding.

27	Agency/Group/Organization	Village of Pleasantville
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Village consulted on community development needs through an application for funding.
28	Agency/Group/Organization	VILLAGE OF SCARSDALE
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City consulted on community development needs through a survey.
29	Agency/Group/Organization	VILLAGE OF RYE BROOK
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Anti-poverty Strategy Non-Housing Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Village consulted on community development needs.
30	Agency/Group/Organization	City of Peekskill Section 8 Department
	Agency/Group/Organization Type	Housing PHA Services - Housing Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Anti-poverty Strategy Lead-based Paint Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The county continues to be engaged with the agency in the development and implementation of the plan. During the development of the Consolidated Plan, the City of Peekskill (Section 8) was consulted to determine strengths and needs of the at-risk community.
31	Agency/Group/Organization	Greenburgh Housing Authority
	Agency/Group/Organization Type	Housing PHA Services - Housing Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Anti-poverty Strategy Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The county continues to be engaged with the agency in the development and implementation of the plan. During the development of the Consolidated Plan, the Greenburgh Housing Authority was consulted to determine strengths and needs of the at-risk community.
32	Agency/Group/Organization	Mount Kisco Housing Authority
	Agency/Group/Organization Type	Housing PHA Services - Housing Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Anti-poverty Strategy Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The county continues to be engaged with the agency in the development and implementation of the plan. During the development of the Consolidated Plan, the Mounty Kisco Housing Authority was consulted to determine strengths and needs of the at-risk community.

33	Agency/Group/Organization	MUNICIPAL HOUSING AUTHORITY OF THE CITY OF YONKERS
	Agency/Group/Organization Type	Housing PHA Services - Housing Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Anti-poverty Strategy Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The county continues to be engaged with the agency in the development and implementation of the plan. During the development of the Consolidated Plan, the Municipal Housing Authority of the City of Yonkers Housing Authority was consulted to determine strengths and needs of the at-risk community. Note that this agency serves Yonkers, which is not part of the Consortium.
34	Agency/Group/Organization	WHITE PLAINS HOUSING AUTHORITY
	Agency/Group/Organization Type	Housing PHA Services - Housing Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Anti-poverty Strategy Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The county continues to be engaged with the agency in the development and implementation of the plan. During the development of the Consolidated Plan, White Plains Housing Authority was consulted to determine strengths and needs of the at-risk community. Note that this agency serves White Plains, which is not part of the Consortium.

35	Agency/Group/Organization	North Tarrytown Housing Authority (PH units)
	Agency/Group/Organization Type	Housing PHA Services - Housing Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Anti-poverty Strategy Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The county continues to be engaged with the agency in the development and implementation of the plan. During the development of the Consolidated Plan, North Tarrytown Housing Authority was consulted to determine strengths and needs of the at-risk community.
36	Agency/Group/Organization	Peekskill Housing Authority
	Agency/Group/Organization Type	Housing PHA Services - Housing Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Anti-poverty Strategy Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The county continues to be engaged with the agency in the development and implementation of the plan. During the development of the Consolidated Plan, Peekskill Housing Authority was consulted to determine strengths and needs of the at-risk community.
37	Agency/Group/Organization	Tarrytown Municipal Housing Authority (PH units)
	Agency/Group/Organization Type	Housing PHA Services - Housing Service-Fair Housing

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Anti-poverty Strategy Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The county continues to be engaged with the agency in the development and implementation of the plan. During the development of the Consolidated Plan, Tarrytown Municipal Housing Authority was consulted to determine strengths and needs of the at-risk community.
38	Agency/Group/Organization	Town of Mamaroneck Housing Authority
	Agency/Group/Organization Type	Housing PHA Services - Housing Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Anti-poverty Strategy Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The county continues to be engaged with the agency in the development and implementation of the plan. During the development of the Consolidated Plan, Town of Mamaroneck Housing Authority was consulted to determine strengths and needs of the at-risk community.
39	Agency/Group/Organization	TOWN OF YORKTOWN
	Agency/Group/Organization Type	Housing PHA Services - Housing Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Anti-poverty Strategy Lead-based Paint Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The county continues to be engaged with the agency in the development and implementation of the plan. During the development of the Consolidated Plan, Town of Yorktown (Section 8) was consulted to determine strengths and needs of the at-risk community.
40	Agency/Group/Organization	TUCKAHOE HOUSING AUTHORITY
	Agency/Group/Organization Type	Housing PHA Services - Housing Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Anti-poverty Strategy Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The county continues to be engaged with the agency in the development and implementation of the plan. During the development of the Consolidated Plan, Tuckahoe Housing Authority was consulted to determine strengths and needs of the at-risk community.
41	Agency/Group/Organization	Village of Ossining
	Agency/Group/Organization Type	Housing PHA Services - Housing Services-Children
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Anti-poverty Strategy Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The county continues to be engaged with the agency in the development and implementation of the plan. During the development of the Consolidated Plan, the Village of Ossining Section 8 Program was consulted to determine strengths and needs of the at-risk community.

Identify any Agency Types not consulted and provide rationale for not consulting

No agency types will be intentionally excluded from the consultation process. All comments are welcome.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Westchester County Continuum of Care	The Strategic Plan is consistent with the goals and strategic plan of the Continuum of Care and the plan to end homelessness.
2024 Analysis of Impediments	Westchester County	The 2024 AI is an analysis of factors that may be potentially preventing access to fair housing choice in the community. Understanding the impediments to fair housing choice is an important step in addressing housing needs. The AI helps to provide information to decision makers in the community and assist in guiding the use of grant funds and other resources that target affordable housing. The AI was used to address sections of the Consolidated Plan related to fair housing issues within the Consortium.

Table 3 – Other local / regional / federal planning efforts

Narrative

WCDP collaborates with other county departments and local governments to implement and coordinate housing and community development programs. Through its application process, WCDP provides funding for housing initiatives, homeless prevention efforts, community development, and public service programs aimed at enhancing the services available throughout Westchester County. WCDP is dedicated to ongoing cooperation with local communities and actively participates in Consortium housing efforts as well as countywide homeless prevention initiatives. The department will continue to be an engaged member in regional meetings and will help coordinate services and initiatives that improve the quality of life for residents.

AP-12 Participation – 91.105, 91.200(c)

**1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting**

On behalf of the Consortium, WCDP has adopted its HUD approved Citizen Participation Plan (CPP) as per 24 CFR 91.105, which sets forth the Consortium’s policies and procedures for citizen participation in the PY 2026 AAP. The CPP provides guidance for public notices for the various stages of Consolidated Plan development, public hearings, and the public review of the proposed plan. Details of WCDP’s outreach efforts are provided below:

Citizen Participation Outreach Table

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL
1	Public Hearing	Non-targeted/broad community	The Consortium will hold a public hearing on April 22, 2026 at 6:30 pm at the Michaelian Office Building located at 148 Martine Ave., Conference Room #420, White Plains, NY 10601.	A summary of comments will be included after the public hearing.	All comments are accepted.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL
2	Public Comment Period	Non-targeted/broad community	The Consortium will hold a public comment period from April 22, 2026 to May 22, 2026 to give citizens an opportunity to review and make comments on the recommended FY 2026 projects.	A summary of comments will be included after the public comment period.	All comments are accepted.	
3	Public Hearing	Non-targeted/broad community	The Consortium will hold a public hearing on TBD at the Michaelian Office Building located at 148 Martine Ave., Conference Room #420, White Plains, NY 10601.	A summary of comments will be included after the public hearing.	All comments are accepted.	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The Westchester Urban County Consortium anticipates it will receive the following community planning and development funds from the U.S. Department of Housing and Urban Development (HUD) in PY 2026.

- Community Development Block Grant (CDBG)
- HOME Investment Partnerships (HOME)
- Emergency Solutions Grant (ESG)

These grant programs will support community development programs, affordable housing development and preservation, and address homelessness. PY 2026 is the third year of the 2024-2028 Consolidated Plan, and the Consortium anticipates it will receive similar amounts in each year of the Consolidated Plan period.

Anticipated Resources Table

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	4,529,567.00	0.00	0.00	4,529,567.00	9,059,134.00	PY 2026 is the third year of the ConPlan period. The expected amount available for the remainder of the ConPlan is 2x more years of the annual allocation and program income.
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	1,032,577.77	0.00	0.00	1,032,577.77	2,065,155.54	PY 2026 is the third year of the ConPlan period. The expected amount available for the remainder of the ConPlan is 2x more years of the annual allocation.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
ESG	public - federal	Conversion and rehab for transitional housing Financial Assistance Overnight shelter Rapid re-housing (rental assistance) Rental Assistance Services Transitional housing	408,058.00	0.00	0.00	408,058.00	816,116.00	PY 2026 is the third year of the ConPlan period. The expected amount available for the remainder of the ConPlan is 2x more years of the annual allocation.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The County requires that all programs applying for Community Development Block Grant (CDBG) funding must provide an equal match to the amount requested. Matching funds can come from staffing, other grants, or various funding sources. For the HOME program, there is a 25% match requirement for all developments, which must be met by developers and housing providers. Similarly, the Emergency Solutions Grant (ESG) requires a 1-to-1 dollar match, which is typically provided through local and state funds received by organizations offering homeless services.

The County will use Federal HUD funds as leverage for other financial resources when funding affordable housing developments, such as LIHTC, NYS Low-Income Housing, Housing Tax Credits, the NYS Trust Fund, the NYS Housing Finance Agency, private bank mortgages, and County funds such as NHLA and HIF.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Planning Staff regularly review if there is any publicly owned land or property available that can be used to address affordable housing needs. At this time there have been none identified for the plan.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information Table

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	1A Improve & Expand Public Infrastructure	2024	2028	Non-Housing Community Development	Consortium Communities Low/Mod Block Group Tracts	Public Facilities & Infrastructure	CDBG: \$1,207,325.30	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 5000 Persons Assisted
2	1B Improve Access to Public Facilities	2024	2028	Non-Housing Community Development	Consortium Communities Low/Mod Block Group Tracts	Public Facilities & Infrastructure	CDBG: \$1,207,325.30	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 5000 Persons Assisted
3	2A Provide Supportive Public Services	2024	2028	Non-Housing Community Development	Consortium Communities Low/Mod Block Group Tracts	Public Services	CDBG: \$375,000.00	Public service activities other than Low/Moderate Income Housing Benefit: 2000 Persons Assisted
4	3A New Housing Development	2024	2028	Affordable Housing	Consortium Communities Low/Mod Block Group Tracts	Affordable Housing Development & Preservation	HOME: \$387,216.66	Homeowner Housing Added: 2 Household Housing Unit

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
5	3B Rental Housing Opportunities	2024	2028	Affordable Housing	Consortium Communities Low/Mod Block Group Tracts	Affordable Housing Development & Preservation	HOME: \$387,216.66	Rental units constructed: 4 Household Housing Unit
6	3C CHDO Housing Development	2024	2028	Affordable Housing	Consortium Communities Low/Mod Block Group Tracts	Affordable Housing Development & Preservation	HOME: \$154,886.67	Rental units rehabilitated: 2 Household Housing Unit
7	3D Housing Rehabilitation	2024	2028	Affordable Housing	Consortium Communities Low/Mod Block Group Tracts	Affordable Housing Development & Preservation	CDBG: \$834,003.00	Homeowner Housing Rehabilitated: 20 Household Housing Unit
8	4A Homeless Prevention, RRH & Street Outreach	2024	2028	Homeless	Consortium Communities Low/Mod Block Group Tracts	Addressing Homelessness	ESG: \$244,830.00	Homelessness Prevention: 20 Persons Assisted
9	4B Emergency Shelter & HMIS	2024	2028	Homeless	Consortium Communities Low/Mod Block Group Tracts	Addressing Homelessness	ESG: \$132,623.65	Homeless Person Overnight Shelter: 500 Persons Assisted
10	5A Effective Program Management	2024	2028	Non-Housing Community Development	Consortium Communities Low/Mod Block Group Tracts	Effective Program Management	CDBG: \$905,913.40 HOME: \$103,257.78 ESG: \$30,604.35	Other: 1 Other

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	1A Improve & Expand Public Infrastructure
	Goal Description	WCDP will make public infrastructure improvements or expand infrastructure in low/mod income areas. These activities may include improvements to streets, sidewalks, water and sewer, and ADA improvements.
2	Goal Name	1B Improve Access to Public Facilities
	Goal Description	WCDP will make public facility improvements in low/mod areas. These may include improvements to neighborhood facilities, parks and recreational facilities, and community centers that serve those with special needs.
3	Goal Name	2A Provide Supportive Public Services
	Goal Description	WCDP will invest in public supportive services that address the needs of low- to moderate-income communities with particular emphasis on children and youth, unemployed and under-employed individuals. The County may also support special needs groups with programs that provide vital services that offset basic costs such health services and food programs for the elderly and persons with a disability.
4	Goal Name	3A New Housing Development
	Goal Description	WCDP will fund new homeownership opportunities such as new construction of affordable homeowner housing and/or direct financial assistance for eligible first-time homebuyers.
5	Goal Name	3B Rental Housing Opportunities
	Goal Description	WCDP will fund rental housing development activities for low- to moderate-income households. These activities will be carried out by local housing developers under the County housing programs. Rental housing opportunities may also include rental assistance.
6	Goal Name	3C CHDO Housing Development
	Goal Description	WCDP will reserve at least 15% of annual HOME funds to support affordable housing development activities from CHDOs.

7	Goal Name	3D Housing Rehabilitation
	Goal Description	WCDP will fund homeowner and rental housing rehabilitation activities to help preserve the housing stock of low- to moderate-income households. Small grants or loans will be awarded to make repairs for eligible single-family households.
8	Goal Name	4A Homeless Prevention, RRH & Street Outreach
	Goal Description	WCDP will continue to fund homeless prevention rental assistance for individuals at-risk of homelessness, street outreach services for the homeless, and rapid rehousing rental activities to help prevent individuals and families from returning to homelessness.
9	Goal Name	4B Emergency Shelter & HMIS
	Goal Description	WCDP will continue to support overnight shelter operations at local homeless shelters. Homeless individuals and families will receive wraparound services to help them towards stable housing and economic self-sufficiency.
10	Goal Name	5A Effective Program Management
	Goal Description	Effective program management will include general administration of CPD grant programs, monitoring subrecipients, and keeping strict grant-based accounting. Comprehensive planning requirements will include the development of AAPs, an evaluation of the performance of the programs through annual reports, and meeting citizen participation requirements.

Projects

AP-35 Projects – 91.220(d)

Introduction

The following projects were developed in consultation with nonprofit housing and community development service providers, as well as input from citizens in the Consortium communities. The Community Development Block Grant (CDBG) will fund improvements to public facilities and infrastructure, public service programs, and housing rehabilitation activities. The CDBG program allows for a 20% cap on administrative costs, and no more than 15% of the grant may be allocated to public services. The HOME Investment Partnerships Program (HOME) will fund the development and preservation of affordable housing, as well as activities required under grant guidelines for Community Housing Development Organizations (CHDOs). There is a 10% cap on administrative costs for HOME grants, and 15% of the HOME grant is reserved for CHDO activities. The Emergency Solutions Grant (ESG) will support homeless programs, including homelessness prevention, rapid rehousing, street outreach, shelter operations, and Homeless Management Information Systems (HMIS). The ESG program has a 7.5% cap on administrative costs. The County has proposed the following projects:

CDBG Administration (20%): \$905,913.40

CDBG Public Services: \$375,000.00

CDBG Public Facilities & Infrastructure: \$2,414,650.00

CDBG Housing Programs: \$834,003.00

HOME Administration (10%): \$103,257.78

HOME CHDO Set-Aside 15%: \$154,886.67

HOME Housing Development Projects: \$774,433.33

ESG26-Westchester County: \$408,058.00

Projects Table

#	Project Name
1	CDBG Administration
2	CDBG Public Services
3	CDBG Public Facilities & Infrastructure
4	CDBG Housing Programs
5	HOME Administration
6	HOME CHDO Set-Aside 15%
7	HOME Non-CHDO Housing Development
8	ESG26 Westchester County

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The Consortium's funded projects will address the housing and community development needs as identified in the 2024-2028 ConPlan. The following needs are categorized by priority.

Public facilities and infrastructure improvements have been identified as a need in the Consortium region. Public facilities and infrastructure improvements are addressed through CDBG funds and will only target low/mod income areas as identified by HUD LMISD data or towards specific special need groups such as the elderly, persons with a disability and the homeless.

Public services that improve the quality of life for LMI residents have also been identified as a need in the Consortium. A 15% grant cap is allocated for public services; however the needs of residents far exceed the available grant funds.

One of the Consortium's highest priorities remains the preservation and development of affordable housing for both rental and owner-occupied households. CDBG and HOME funds address these needs as eligible under each grant. Activities include direct financial assistance, rental housing construction, existing homeowner housing rehab, and other homeownership opportunities.

Homeless housing and supportive services that work to end homelessness in the area are a high priority, and the ESG program addresses this need. The WCDP will award funds to programs that help with homeless prevention and rapid rehousing activities, street outreach, HMIS as well as emergency shelter services for persons experiencing homelessness.

AP-38 Project Summary

Project Summary Information

1	Project Name	CDBG Administration
	Target Area	Consortium Communities Low/Mod Block Group Tracts
	Goals Supported	5A Effective Program Management
	Needs Addressed	Effective Program Management
	Funding	CDBG: \$905,913.40
	Description	Program administration of the CDBG program.
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	N/A, Other: 1
	Location Description	Consortium-wide, eligible.
	Planned Activities	Program administration of the CDBG program (21A).
2	Project Name	CDBG Public Services
	Target Area	Consortium Communities Low/Mod Block Group Tracts
	Goals Supported	2A Provide Supportive Public Services
	Needs Addressed	Public Services
	Funding	CDBG: \$375,000.00
	Description	WCDP will fund vital public services for LMI households and special needs groups.
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	Public service activities other than Low/Moderate Income Housing Benefit: 2000 Persons Assisted
	Location Description	Consortium-wide, eligible.

	Planned Activities	Planned activities will be services for LMI and special needs and may include senior services (05A), services for persons with a disability (05B), youth services (05D), health services (05M) and homeless programs (03T).
3	Project Name	CDBG Public Facilities & Infrastructure
	Target Area	Consortium Communities Low/Mod Block Group Tracts
	Goals Supported	1A Improve & Expand Public Infrastructure 1B Improve Access to Public Facilities
	Needs Addressed	Public Facilities & Infrastructure
	Funding	CDBG: \$2,414,650.00
	Description	Improve and expand public infrastructure in low/mod areas. Improve access to public facilities that will benefit LMI persons and special need groups.
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	Public facilities and/or Infrastructure other than Low/Moderate Income Housing Benefit: 10,000 Persons Assisted
	Location Description	Consortium wide, eligible. Low/mod block group tracts.
	Planned Activities	Public facility and infrastructure Improvement throughout low/mod block group tracts in consortium communities. These activities may include improvements to homeless facilities (03C), youth centers (03D), neighborhood facilities (03E), parks and recreational facilities (03F), streets (03K), sidewalks (03L), and water/sewer systems (03J).
4	Project Name	CDBG Housing Programs
	Target Area	Consortium Communities Low/Mod Block Group Tracts
	Goals Supported	3D Housing Rehabilitation
	Needs Addressed	Affordable Housing Development & Preservation
	Funding	CDBG: \$834,003.00
	Description	WCDP will provide funding for minor owner-occupied housing rehabilitation for eligible LMI households.
	Target Date	6/30/2027

	Estimate the number and type of families that will benefit from the proposed activities	Homeowner Housing Rehabilitated: 20 Household Housing Unit
	Location Description	Consortium-wide, eligible.
	Planned Activities	Planned activities will include owner-occupied housing rehab (14A)
5	Project Name	HOME Administration
	Target Area	Consortium Communities Low/Mod Block Group Tracts
	Goals Supported	5A Effective Program Management
	Needs Addressed	Effective Program Management
	Funding	HOME: \$103,257.78
	Description	Administration of the HOME program.
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	N/A, Other: 1
	Location Description	Consortium-wide, eligible.
	Planned Activities	Administration of the HOME program.
6	Project Name	HOME CHDO Set-Aside 15%
	Target Area	Consortium Communities Low/Mod Block Group Tracts
	Goals Supported	3C CHDO Housing Development
	Needs Addressed	Affordable Housing Development & Preservation
	Funding	HOME: \$154,886.67
	Description	Increase affordable rental availability for LMI households through CHDO development activities.
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	Rental units Rehabilitated: 2 Household Housing Unit

	Location Description	Consortium-wide, eligible.
	Planned Activities	CHDO development activities.
7	Project Name	HOME Non-CHDO Housing Development
	Target Area	Consortium Communities Low/Mod Block Group Tracts
	Goals Supported	3A New Housing Development 3B Rental Housing Opportunities
	Needs Addressed	Affordable Housing Development & Preservation
	Funding	HOME: \$774,433.33
	Description	Provide affordable housing opportunities such as new construction of affordable housing for homeowners and renters.
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	Homeowner Housing Added: 2 LMI Household Housing Unit Rental units constructed: 4 LMI Household Housing Unit
	Location Description	Consortium-wide, eligible.
	Planned Activities	Planned activities will include new construction of affordable housing for homeowners and renters.
8	Project Name	ESG26 Westchester County
	Target Area	Consortium Communities Low/Mod Block Group Tracts
	Goals Supported	4A Homeless Prevention, RRH & Street Outreach 4B Emergency Shelter & HMIS 5A Effective Program Management
	Needs Addressed	Addressing Homelessness Effective Program Management
	Funding	ESG: \$408,058.00
	Description	WCDP will fund homelessness prevention, rapid rehousing, street outreach, HMIS and emergency shelter.
	Target Date	6/30/2027

Estimate the number and type of families that will benefit from the proposed activities	Homeless Person Overnight Shelter: 500 Persons Assisted Homeless Prevention: 20 Persons Assisted
Location Description	Consortium-wide, eligible.
Planned Activities	Planned activities for ESG 2026: Admin will be no more than 7.5%: \$30,604.35 Emergency Shelter and Street Outreach will not exceed 60% of the ESG annual allocation: \$132,623.65 Homelessness Prevention, Rapid Rehousing and HMIS: \$244,830.00

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The Westchester County Department of Planning (WCDP) does not allocate funding based on geographic requirements when requesting applications; rather, funds are made available Consortium-wide through applications from eligible persons/households, organizations, and eligible community projects. For the CDBG program, individuals or households must meet income qualifications in order to receive direct assistance from affordable housing activities and public services. For eligible public facilities & infrastructure improvements, WCDP will target low/mod-income block group tract areas in need. For the HOME program, individuals or households must meet income qualifications for affordable housing program assistance. ESG serves homeless or at-risk homeless individuals and households. Please see the Discussion for a description of areas with low-income and minority concentrations.

Geographic Distribution

Target Area	Percentage of Funds
Consortium Communities	50
Low/Mod Block Group Tracts	50

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Within the Consortium Communities, activities are targeted towards low- to moderate-income individuals and households (less than 80% AMI) and must be located within the Consortium Communities as outlined in the SP-10 of the Consolidated Plan. WCDP provides funding to Consortium Communities through an application process and proof of need.

When the WCDP has identified public facility or infrastructure improvement activities, the activities will primarily serve a community or neighborhood. These activities are said to have an “area-wide” benefit. Per HUD requirements, these areas must be within an eligible census block group tract, as defined by HUD-CDBG regulations, whereby the majority of the residents are at least 51% low- to moderate-income, however the Consortium is an exception grantee as few of the Low/Mod Eligible Block Group Tracts meet the 51 percent criteria. Due to this, HUD considers eligible Low/Mod Eligible Block Group Tracts for the Consortium to be 44.7% low/mod or more. In PY 2026, WCDP will allocate 50% of CDBG funds towards these activities.

To determine census block group tracts, the WCDP will be utilizing HUD’s CDBG Low Mod Income Summary Data (LMISD) from the HUD Exchange website, which has defined the eligible tracts within the jurisdiction. The identified census block group tracts that are considered low-moderate income can be found on the HUD Exchange website at: <https://www.hudexchange.info/programs/acs-low-mod->

Discussion

Low Income & Minority Concentration

1. Low-Income Households

A “low-income concentration” is any census tract where the median household income (MHI) is 80% or less than the MHI for Westchester County. According to the 2020-2024 ACS 5-Year Estimates, the MHI in the County is \$118,976. A tract is considered to have a low-income concentration if the MHI is \$95,180 or less. There are a few areas in the County that have a concentration of low-income families, with the largest concentrations centered around White Plains, Yonkers and Mount Vernon. There are also several concentrations around Mount Pleasant, Port Chester, Peekskill, Pelham and Cortlandt.

2. Race/Ethnicity

For the purposes of this analysis, a concentration is any census tract where the racial or ethnic minority group makes up 10% more than the countywide average. Minority groups with a population less than 1% were not factored. Data was taken from the 2020-2024 ACS.

Black, non-Hispanic persons made up 12.7% of the population, and a tract with a concentration would be 22.7% or more. The largest concentrations are between White Plains and Mount Pleasant, and there are also concentrations in and around Mount Vernon and Yonkers.

Asian, non-Hispanic persons were 6.2% of the population, and a tract with a concentration would be 16.2% or more. Most concentrations are just southwest of White Plains in Greenville and Scarsdale. There are also scattered tracts with a concentration near Mount Kisco, Mount Pleasant and Yonkers.

Hispanic persons were 27.4% of the population, and a tract with a concentration would be 37.4% or more. The concentrations are primarily around Yonkers, White Plains, Port Chester and Ossining.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The Westchester Urban County Consortium is committed to supporting the development and preservation of affordable housing for low- and moderate-income individuals and households. In PY 2026, the WCDP on behalf of the Consortium will fund four activities that address these needs: homeowner and renter housing rehab, new rental housing development, and homebuyer opportunities.

The annual goals listed in this section specify the following goals for affordable housing assistance for non-homeless populations. The terms for affordable housing are defined in 24 CFR 92.252 for rental housing and 24 CFR 92.254 for homeownership. This section only reports grant program activities under the CDBG and HOME programs.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	28
Special-Needs	0
Total	28

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	6
Rehab of Existing Units	22
Acquisition of Existing Units	0
Total	28

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

Homeowner Housing Added: 2 LMI Household Housing Units

Rental units constructed: 4 LMI Household Housing Units

Rental units Rehabilitated: 2 LMI Household Housing Units

Homeowner Housing Rehabilitated: 20 Household Housing Units

AP-60 Public Housing – 91.220(h)

Introduction

Public housing was created to offer safe and decent rental options for eligible low- and moderate-income families, the elderly, and individuals with disabilities. The WCDP does not own any public housing authority; rather, each housing authority operates independently, featuring its own waiting list for assistance, program guidelines, and areas of service. Public housing consists of federally subsidized affordable housing managed by public housing authorities (PHAs). Additionally, PHAs oversee the Section 8 Housing Choice Voucher (HCV) program, which provides financial assistance to residents for renting their chosen units. There are seven (7) Public Housing Authorities that administer public housing (PH) units or combined programs with both PH and Section 8 HCV vouchers. There are also four (4) Section 8-only programs within the Consortium:

- City of Peekskill (Section 8)
- CVR New York (Section 8)
- Greenburgh Housing Authority (Combined)
- Mount Kisco Housing Authority (Combined)
- North Tarrytown Housing Authority (PH units)
- Peekskill Housing Authority (PH units)
- Port Chester Housing Authority (PH units)
- Tarrytown Municipal Housing Authority (PH units)
- Town of Yorktown (Section 8)
- Tuckahoe Housing Authority (PH units)
- Village of Ossining Section 8 Program (Section 8)

Each PHA, as needed, will continue to work to increase the number of accessible units available to all current and potential future residents, including those who are disabled and protected under the Section 504 Voluntary Compliance Agreement. To address the needs of individuals and families with disabilities, the public housing authorities, along with the WCDP, will seek to increase educational opportunities for landlords and property managers to better understand and implement Section 504 Compliance and ADA requirements, in addition to providing resources to improve accessibility in publicly supported housing units as needed.

Actions planned during the next year to address the needs to public housing

WCDP will accept applications that address the affordable housing needs of the local housing authorities. WCDP has recently used CDBG funds for electrical upgrades and bathroom rehabs in several sites owned by the PHAs. WCDP will also disseminate materials and discuss fair and affordable housing opportunities through presentations. ESG funds will also help with homeless prevention and eviction

prevention through the housing authorities.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Public Housing Authorities (PHAs) collaborate with resident advisory boards or councils in each public housing community. Their main goals include implementing and enforcing standards and expectations that encourage families to strive for self-sufficiency. Additionally, resident advisory groups have opportunities to provide feedback and participate in the development of PHA plans.

Each PHA is eligible to run a Family Self-Sufficiency (FSS) Program, which can provide case management services to targeted families in public housing and the Section 8 Program. The main focus of the FSS program is to help families achieve goals in education, employment, and homeownership. Through these activities, they may work to become economically self-sufficient.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

N/A. WCDP does not operate any PHA and refers all public housing needs to PHAs in their respective areas.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The Westchester County Continuum of Care Partnership to End Homelessness (CoC) is the primary organization responsible for homeless prevention initiatives in Westchester County. It leads a network of service providers aimed at ending homelessness. This section outlines how the Westchester County Department of Planning (WCDP) and the CoC coordinate their efforts within the Consortium and the broader county area, and it highlights some of the service providers that assist individuals at risk of or currently experiencing homelessness.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The WCDP collaborates closely with the Westchester County Continuum of Care Partnership to End Homelessness (CoC) when reaching out to homeless persons in the region. Whenever possible, WCDP attends the monthly CoC member meetings to discuss program initiatives and address current community issues. Additionally, WCDP and CoC jointly provide training for ESG sub-recipients and review program directives and monitoring processes to ensure comprehensive coverage of sub-populations. The two organizations also meet periodically to discuss funding opportunities and the release of requests for proposals. This coordination is essential for improving service delivery, maximizing resources, and minimizing duplication of efforts in reaching out to the homeless and assessing their needs.

The CoC administers the Westchester County Coordinated Entry Program (WCCEP), which provides universal services to all people who are experiencing homelessness throughout Westchester County. Coordinated entry is one of the main tools in assessing the needs of the homeless in Westchester County. Coordinated entry appoints an assessor to quickly coordinate a housing provider, and if this referral is accepted by the client, then placement can be made to safe and suitable housing. Referrals can be made for any homeless persons living or sleeping in places not meant for human habitation, fleeing or attempting to flee domestic violence, those staying in shelters, and those exiting institutions where they stayed up to 90 days and were homeless before staying in these systems of care.

WCDP focuses ESG funds on homelessness prevention so that very low-income households and the working poor, who fall behind on their rental payments don't end up displaced. They do so by (1) eviction prevention programming, and (2) counseling services. Other activities that help are street outreach to identify and provide essential services to unsheltered homeless people and providing renovations, essential supplies and materials to support operations of emergency shelters for individuals and families

as these shelters address those in crisis working to regain self-sufficiency.

The CoC is consulted as the programs are created and feedback is solicited. All sub-recipients are trained and added to the Homeless Management Information System (HMIS). HMIS is a web-based information management system used by the WCDP and CoC members to enable data sharing which assists providers to connect services to homeless and low-income persons in the CoC region.

Addressing the emergency shelter and transitional housing needs of homeless persons

The WCDP refers to the CoC for the emergency shelter and transitional housing needs of the homeless in the Consortium. Emergency shelters reporting to the CoC Homeless Assistance Programs Housing Inventory Count are CHOP Inc., Emergency Shelter Partnership, Hope's Door, Lifting Up Westchester, My Sister's Place, Providence House, Sharing Community, WestCOP, Westhab, WestHELP, the YWCA and more. The shelters range in the number of services provided beyond beds and target populations they specialize in. Most offer wraparound services that help meet the unique needs of each person during their time of crisis.

Transitional housing is provided by CHOP, HOPE Community Services, IFCA, Westhab, and the YWCA. These services include short-term residences that help individuals and families stabilize while they work towards becoming self-sufficient. The White Plains YWCA offers an ex-offender program that helps individuals with reentry services while they transition back into the community.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Several agencies in the area help homeless individuals and families, veterans, and youth make the transition to permanent housing and independent living. Many of these providers are part of the local CoC network and are connected through the coordinated entry program.

The Westchester County Department of Social Services (DSS) offers temporary shelter for homeless families, individuals, and childless couples. The office collaborates with nonprofit organizations that provide case management services in shelter facilities, transitional residences, and emergency apartments. These homeless programs are designed to assist individuals in transitioning to permanent housing and achieving independence. Organizations like CHI Inc., CHOP, IFCA, and Westhab also offer family transitional housing programs and manage transitional housing sites that provide family units and

comprehensive support services.

Westhab runs the Vet Home 3 facility for veterans, which houses up to 6 adults and provides services to help them transition to permanent supportive housing. The Veterans Administration also has three programs in the County that help provide veterans with permanent housing. HUD VASH vouchers are a solution for over 80 veterans in permanent housing.

The Children's Village offers shelters and transitional housing programs for runaway youth. Services offered at these sites help youth return to positive housing destinations while providing a stable living situation in which to work towards their goals.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The WCDP focuses ESG funds on homelessness prevention, which includes rental housing assistance, rapid rehousing, emergency shelter, street outreach and HMIS activities. WCDP is connected to a network of experienced service providers, which provide the eligible services granted by the ESG program.

Several rapid rehousing programs in the County include Westhab's New Start and Rapid Road to Housing programs. HOPE Community Services also runs a TBRA program in Rochelle. CHOP runs the RISE Rapid Rehousing program, which also provides rental assistance to help households avoid returning to homelessness.

Westchester Disabled on the Move helps individuals and their families with disabilities find stable housing after they are released from nursing homes and similar care institutions. The agency also helps them obtain affordable healthcare and housing subsidies.

The Westchester Guidance Center helps children, teens, adults, and families who are dealing with mental health, substance use, and co-occurring complex challenges. Individual, group, and family psychotherapy, as well as psychiatric evaluations and medication management, are available. These services help families avoid becoming homeless after receiving care.

The White Plains YWCA offers an ex-offender program that helps individuals with reentry services and housing options while transitioning back into the community.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

The Westchester Urban County Consortium completed its most recent Analysis of Impediments to Fair Housing Choice (AI) in conjunction with the most recent ConPlan. The AI outlines 10 identified impediments to fair housing choice. Numbers 7-10 are related to affordability:

1. Uneven Growth Patterns
2. Varied Concentrations of Non-White Population
3. Language Barriers to Affordable Housing Information
4. Older Population Aging in Place
5. Accessible Jurisdictional Housing Strategies and Zoning Regulations for All
6. Lack of New Housing Construction in Several Communities
7. Lack of Affordable Housing for Renters
8. Racial/Ethnicity Income Inequality
9. High Number of Cost-Burdened Renters
10. Unequal Home Ownership by Race

In the Consortium, the ten barriers to fair and affordable housing, while not directly resulting from current policies, reflect the legacy of historic discrimination and persisting disparities, such as uneven access to credit and opportunity. Policies that do not provide sufficient incentives for affordable housing development can lead to a lack of investment in this critical sector. These factors collectively contribute to a reduced supply of affordable units, hindering accessibility for low- and moderate-income households. The Consortium is dedicated to addressing these issues through specific programmatic actions and policy revisions, aiming to improve housing affordability for all. This initiative also includes addressing the residual impact of historical policies to ensure contemporary housing accessibility aligns with modern standards of fairness and inclusivity.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

In an effort to overcome or ameliorate barriers to affordable housing, the Westchester Urban County Consortium identified corresponding strategic actions for consideration and implementation. The actions listed will be addressed over the next five years, aligning the accomplishments of these actions with the consolidated planning cycle. Although it is likely that not all impediments will be eliminated in the short period of five years, the Consortium will strive to further fair housing and reduce these barriers to promote fair housing choice. Strategic actions include:

1. Reform regulatory barriers to facilitate missing middle housing;

2. Establish new financial incentives;
3. Offer surplus land for affordable housing;
4. Rezone vacant or underutilized commercial or industrial land;
5. Expand the Housing Flex Fund; and
6. Promote the use of the Mortgage Credit Certificate.

AP-85 Other Actions – 91.220(k)

Introduction:

The Westchester County Department of Planning (WCDP) is committed to enhancing the quality of life for its citizens, especially those with low to moderate incomes (LMI) and special needs. The Consortium's grant programs, which include CDBG, HOME, and ESG, focus on housing and community development initiatives. These initiatives involve providing public services, improving public infrastructure and facilities, offering affordable housing programs, and supporting homeless assistance programs. Below are additional actions planned by the WCDP to address the needs of residents in the Consortium.

Actions planned to address obstacles to meeting underserved needs

WCDP will continue to seek new funding sources for programs that address the needs of underserved populations within the Consortium. According to the Needs Assessment outlined in the Consolidated Plan, cost burden remains the most significant housing issue in the Consortium, and these challenges have intensified due to rising housing costs. A general lack of funding and available local programs hamper efforts to provide the necessary services that help individuals and families escape poverty and secure affordable, decent housing. To tackle this issue, the WCDP will leverage federal funds to obtain local and state grants whenever possible. Existing funds will focus on the most underserved populations in the Consortium and will be prioritized based on need.

Actions planned to foster and maintain affordable housing

The WCDP will work with housing providers to assist LMI households with affordable housing programs. Planned activities will include homeowner-occupied housing rehab, homebuyer assistance, and developments. In addition to these, WCDP will work to increase affordable rental housing opportunities for LMI households through both new rental development and the rehabilitation of existing units.

Rehabilitation is an important component of the housing program. The WCDP is given first refusal on tax-in-rem parcels, rehabilitates them, and then markets and sells them affordably to LMI homebuyers. Rehab is also requested through the application process from nonprofit developers/owners and housing authorities.

Actions planned to reduce lead-based paint hazards

The WCDP will monitor all housing units that were either rehabilitated or constructed with federal funds to ensure that not only are the affordability requirements being met, but also that lead-based paint hazards are not present. In 2021, the WCDP was awarded a \$4.1 million Lead-Based Paint Hazard Reduction Demonstration grant to reduce lead paint hazards in housing units with low- and moderate-income households. The WCDP maintains a computer database of all assisted units with Lead-based paint hazards funds and owners are required to promote these housing units to families with child under the

age of six years for a period of three years after the end of the period of work performance. In addition, in compliance with HUD grant program regulations, WCDP housing rehabilitation inspectors are trained and certified as EPA-certified lead risk assessors.

The Westchester County Department of Health's code requires blood level tests on all children at their two-year physicals and will make referrals to primary care physicians for affected children. The Health Department also administers a childhood lead poisoning prevention program to identify communities with high incidences of lead poisoning and to provide education and outreach to those communities that have a high number of children with elevated blood levels. The WCDP will work closely with the Department of Health to provide outreach services, referrals of property owners with notice and demand violations and identify elevated blood level cases through the Primary Preventive Childhood Lead Poisoning Pilot Program.

Actions planned to reduce the number of poverty-level families

The activities outlined in this plan aim to directly reduce poverty and alleviate homelessness in the Consortium area. Public service programs are designed to improve the quality of life for residents, while affordable housing preservation programs will focus on rehabilitating housing. This will help low- to moderate-income (LMI) households maintain living conditions that prevent homelessness. CDBG and HOME funds will primarily target households with incomes at or below 80% of the Area Median Income (AMI). Additionally, ESG funds will support homelessness prevention activities and provide rapid rehousing rental assistance, which will help individuals and families avoid returning to homelessness.

Finally, the WCDP will ensure that all construction projects under the CDBG and HOME grant programs are in compliance with Section 3 Regulations. Section 3 helps to establish more economically sustainable communities by ensuring that employment and other economic opportunities generated by Federal assistance for development programs are directed towards very low- and low-income persons to the greatest extent possible, and in particular to those who are recipients of Federal assistance.

The WCDP will collaborate with multiple other municipal planning and community development departments as well as local nonprofit organizations that operate programs with similar goals of reducing the poverty level in the Consortium area. Actions that the WCDP may implement include:

- Targeting federal CDBG funds to neighborhoods that are low/mod as identified by HUD's LMISD data as these areas commonly have a higher poverty rate than the rest of the Consortium communities;
- Supporting public service programs to LMI households that encourage housing stability and improve the quality of life of residents;
- Continue to fund housing rehab activities for owners to maintain the condition of their homes,

which will prevent the risk of homelessness.

- Support affordable housing development opportunities;
- Support housing developments that set aside housing units targeted to households with incomes less than 30% of the County AMI;
- Provide direct rental assistance for LMI households and/or individuals and families at risk of homelessness.
- Provide assistance for special needs groups such as those with a disability, the elderly, and victims of domestic violence.
- Address homelessness through the use of federal ESG funds.

Actions planned to develop institutional structure

The WCDP will continue to work closely with its network of public service agencies, housing providers, developers, CoC members, other local homeless service providers, public housing authorities (PHAs), and the Consortium member government departments. This collaboration aims to expand opportunities that enhance the quality of life for citizens. These relationships are essential for building a strong institutional framework to effectively implement CDBG, HOME, and ESG programs for the Consortium's most vulnerable populations.

During the WCDP's grant application process, grant basics will be discussed with potential and long-time collaborators, and technical assistance will be provided. Subrecipients will receive guidance on the grant programs to stay in compliance and meet timely reporting requirements. Monitoring activities will not only measure each project's effectiveness in carrying out their program activities, but also help to improve and build the capacity of the subrecipient.

Actions planned to enhance coordination between public and private housing and social service agencies

The WCDP will continue to coordinate planning activities with housing providers, public service agencies, members of the Continuum of Care, and the Consortium Communities. WCDP staff will also continue participating in local homeless initiatives and fair housing awareness efforts.

The WCDP will offer technical assistance to subrecipients of its federal grants to ensure the success of each program and improve the lives of the intended beneficiaries. Through activities such as monitoring and progress reports, the WCDP will enhance the coordination among grant recipients and help achieve its overall program objectives.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

The following section provides details on program-specific requirements for each of the three entitlement programs: Community Development Block Grant (CDBG), HOME Investment Partnership (HOME), and Emergency Solutions Grant (ESG). WCDP does not anticipate generating any program income for the CDBG program.

Community Development Block Grant Program (CDBG) Program Requirements Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

HOME Investment Partnership Program (HOME) Program Requirements
Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

Not applicable.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

Please see the AD-25 grantee unique appendices for the County's Resale and Recapture Policy Provisions.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

The affordability provisions may vary based on the factors in place when the deed restrictions were filed. The county's current standard is at least 50 years. The WCDP has a full monitoring program and staff to ensure compliance.

Please see the Resale and Recapture Policy Provisions Final attachment in the AD-25 grantee unique appendices.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

Not applicable.

5. If applicable to a planned HOME TBRA activity, a description of the preference for persons with special needs or disabilities. (See 24 CFR 92.209(c)(2)(i) and CFR 91.220(l)(2)(vii)).

Not applicable. WCDP does not plan to fund TBRA activities with FY 2026 HOME program funds.

6. If applicable to a planned HOME TBRA activity, a description of how the preference for a specific category of individuals with disabilities (e.g. persons with HIV/AIDS or chronic mental illness) will narrow the gap in benefits and the preference is needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2)(ii) and 91.220(l)(2)(vii)).

Not applicable. WCDP does not plan to fund TBRA activities with FY 2026 HOME program funds.

7. If applicable, a description of any preference or limitation for rental housing projects. (See 24 CFR

92.253(d)(3) and CFR 91.220(l)(2)(vii)). Note: Preferences cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a).

In accordance with 24 CFR 92.253(d)(3), an owner of rental housing assisted with HOME funds must comply with the marketing requirements established by Westchester County, which is the participating jurisdiction (PJ) pursuant to 24 CFR 92.351(a). The owner of the rental housing project must adopt and follow written tenant selection policies and criteria, which include that it may give a preference to a particular segment of the population if permitted in its written agreement with the PJ, such as persons with a disability or other special needs. However, at this time, there is no limit to eligibility or preference given to any particular segment of the population with rental housing projects funded by the Consortium's HOME program funds. HOME funds must, however, target low- to moderate-income households. The WCDP provides equal access to all eligible households.

Emergency Solutions Grant (ESG) Program Requirements
Reference 91.220(l)(4)

1. Include written standards for providing ESG assistance (may include as attachment)

- For Homeless clients - Street Outreach and Emergency Shelter Services. Street Outreach is for actual homeless individuals who reside on the street. Emergency Shelter benefits homeless individuals or families who currently reside in a shelter with either services or upgrades to the facility.

- For Homelessness Prevention clients - must be at or below 30% AMI, be within 21 days of an eviction and meet the criteria of “at risk of homelessness” as defined by HUD.

2. If the Continuum of Care has established centralized or coordinated assessment system that meets HUD requirements, describe that centralized or coordinated assessment system.

All non-profits that interact with a client must ensure that forms are completed and entered into the HMIS (Homeless Management Information System). A referral from the COC is forwarded to the appropriate nonprofit and a monthly log is submitted to the Program Specialist/Admin.

3. Identify the process for making sub-awards and describe how the ESG allocation available to private nonprofit organizations (including community and faith-based organizations).

The County issues a Request for Proposals (RFP) for ESG related services and non-profit organizations submit proposals. Awards are issued based on services they provide, responsiveness and CoC yearly recommendations to focus activities and funds.

4. If the jurisdiction is unable to meet the homeless participation requirement in 24 CFR 576.405(a), the jurisdiction must specify its plan for reaching out to and consulting with homeless or formerly homeless individuals in considering policies and funding decisions regarding facilities and services funded under ESG.

Under the CoC Partnership, the County's Departments of Social Services and Community Mental Health administer the Continuum of Care Homeless Assistance Program. A board was created that includes the participation of homeless and formerly homeless individuals to develop and implement policies and funding decisions. The WCDP requires that each non-profit that is funded, have a Board that includes meeting the conditions of the CFR.

5. Describe performance standards for evaluating ESG.

Individuals must have income that is no more than 30% AMI and they must meet all of HUD requirements for getting services through ESG which can be challenging. Additional outreach methods are being considered to reach this population. Performance evaluations are conducted

when non-profits submit invoices for services which include a signed checklist that is used to confirm that all requirements have been met.



Kenneth W. Jenkins
County Executive

May 4, 2026

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

Dear Members of the Board of Legislators:

Transmitted herewith for your review and approval are the following three acts in connection with capital project RGI11 (3163) General Infrastructure-Parks Dams (“RGI11”):

(1) an act, which, if adopted, would authorize the County of Westchester (“County”) to rescind, in part, prior Bond Act No. 94-2011, which authorized financing in the amount of \$500,000.00 for design of improvements to the dam at Woodlands Lake at V.E. Macy Park in Irvington (“94-2011 Rescinding Bond Act”). The 94-2011 Rescinding Bond Act is required to rescind \$5,380.64 in unencumbered and unissued RGI11 funds, which are deemed repealed pursuant to Local Finance Law Section 41.00(3)(b). The 94-2011 Rescinding Bond Act will leave intact the remaining \$494,619.36 in previously encumbered funds, which will be re-authorized through a separate bond act to continue the project;

(2) an act, which, if adopted, would authorize the County to rescind, in part, prior Bond Act No. 196-2014, which authorized financing in the amount of \$300,000.00 for design of improvements to various dams in Westchester (“196-2014 Rescinding Bond Act”). The 196-2014 Rescinding Bond Act is required to rescind \$17.00 in unencumbered and unissued RGI11 funds, which are deemed repealed pursuant to Local Finance Law Section 41.00(3)(b). The 196-2014 Rescinding Bond Act will leave intact the remaining \$299,983.00 in previously encumbered funds, which will be re-authorized through a separate bond act to continue the project; and

(3) a bond act authorizing the issuance of bonds in the amount of \$1,194,602.36 to finance the cost of design in connection with improvements to various dams in the County park system (“Consolidated Bond Act”). This proposed Consolidated Bond Act includes, (i) the \$494,619.36 encumbered funds for RGI11 authorized by Bond Act No. 94-2011, (ii) the \$299,983.00 encumbered funds authorized by Bond Act No. 196-2014, and (iii) \$400,000.00 in additional design funding, bringing the total amount authorized for RGI11 to \$1,194,602.36.

The Consolidated Bond Act is necessary to consolidate the previously encumbered funds for RGI11 with the additional \$400,000.00 in design funding, thereby preserving the availability of such funds and giving the County the ability to amend the Consolidated Bond Act at the time of construction financing to secure a longer period of probable usefulness and amortization period for the project as a whole.

The Department of Parks, Recreation and Conservation (the “Department”) has advised that RGI11 provides funding to repair and reconstruct existing dams and structures throughout the park system. Maintaining dams is essential to protecting downstream properties. The operation and maintenance of the

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

Telephone: (914) 995-2900

County's dams is the Department's responsibility. Accordingly, the Department must comply with all applicable rules, regulations, and guidelines of the New York State Department of Environmental Conservation and RGI11 is essential to maintaining such compliance.

Following bonding authorization, design will be scheduled and it is estimated that design will take twelve months to complete. It is anticipated that the design work will be completed by a consultant. It is estimated that construction will take twelve months to complete and will begin after award and execution of the construction contracts.

It should be noted that your Honorable Board has previously authorized the County to issue bonds to finance RGI11 as indicated in the annexed fact sheet.

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

Sincerely,

Kenneth W. Jenkins
Westchester County Executive

KWJ/mcz
Attachments

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

Your Committee is in receipt of a transmittal from the County Executive recommending approval by the County of Westchester (“County”) of the following three acts, which were prepared by the law firm Hawkins, Delafield & Wood LLP, in connection with capital project RGI11 (3163) General Infrastructure-Parks Dams (“RGI11”):

(1) an act, which, if adopted, would authorize the County of Westchester (“County”) to rescind, in part, prior Bond Act No. 94-2011, which authorized financing in the amount of \$500,000.00 for design of improvements to the dam at Woodlands Lake at V.E. Macy Park in Irvington (“94-2011 Rescinding Bond Act”). The 94-2011 Rescinding Bond Act is required to rescind \$5,380.64 in unencumbered and unissued RGI11 funds, which are deemed repealed pursuant to Local Finance Law Section 41.00(3)(b). The 94-2011 Rescinding Bond Act will leave intact the remaining \$494,619.36 in previously encumbered funds, which will be re-authorized through a separate bond act to continue the project;

(2) an act, which, if adopted, would authorize the County to rescind, in part, prior Bond Act No. 196-2014, which authorized financing in the amount of \$300,000.00 for design of improvements to various dams in Westchester (“196-2014 Rescinding Bond Act”). The 196-2014 Rescinding Bond Act is required to rescind \$17.00 in unencumbered and unissued RGI11 funds, which are deemed repealed pursuant to Local Finance Law Section 41.00(3)(b). The 196-2014 Rescinding Bond Act will leave intact the remaining \$299,983.00 in previously encumbered funds, which will be re-authorized through a separate bond act to continue the project; and

(3) a bond act authorizing the issuance of bonds in the amount of \$1,194,602.36 to finance the cost of design in connection with improvements to various dams in the County park system (“Consolidated Bond Act”). This proposed Consolidated Bond Act includes, (i) the \$494,619.36 encumbered funds for RGI11 authorized by Bond Act No. 94-2011, (ii) the \$299,983.00 encumbered funds authorized by Bond Act No. 196-2014, and (iii) \$400,000.00 in additional design funding, bringing the total amount authorized for RGI11 to \$1,194,602.36.

The Consolidated Bond Act is necessary to consolidate the previously encumbered funds for RGI11 with the additional \$400,000.00 in design funding, thereby preserving the availability of such funds and giving the County the ability to amend the Consolidated Bond Act at the time of construction financing to secure a longer period of probable usefulness and amortization period for the project as a whole.

The Department of Parks, Recreation and Conservation (the “Department”) has advised that RGI11 provides funding to repair and reconstruct existing dams and structures throughout the park system. Maintaining dams is essential to protecting downstream properties. The operation and maintenance of the County’s dams is the Department’s responsibility. Accordingly, the Department must comply with all applicable rules, regulations, and guidelines of the New York State Department of Environmental Conservation and RGI11 is essential to maintaining such compliance.

Following bonding authorization, design will be scheduled and it is estimated that design will take twelve months to complete. It is anticipated that the design work will be completed by a consultant. It is estimated that construction will take twelve months to complete and will begin after award and execution of the construction contracts.

It should be noted that your Honorable Board has previously authorized the County to issue bonds to finance RGI11 as indicated in the annexed fact sheet.

The Planning Department has advised your Committee that based on its review, RGI11 may be classified as a Type “II” action pursuant to the State Environmental Quality Review Act (“SEQR”) and its implementing regulations, 6 NYCRR Part 617. Therefore, no environmental review is required. Your Committee has reviewed the annexed SEQR documentation and concurs with this recommendation.

Your Committee has carefully considered the proposed 94-2011 Rescinding Bond Act and 196-2014 Rescinding Bond Act, as well as the related Consolidated Bond Act, and recommends approval of all the proposed acts.

It should be further noted that an affirmative vote of two-thirds of the members of your Honorable Board is required in order to amend the County's Capital Budget and to adopt the Amending Bond Act and Consolidated Bond Act.

Dated: _____, 20____.

White Plains, New York

COMMITTEE ON

ACT NO. -20_____

RESCINDING BOND ACT OF THE COUNTY OF WESTCHESTER, NEW YORK, PARTIALLY RESCINDING THE BOND ACT ADOPTED JULY 11, 2011 TO FINANCE THE COST OF PREPARATION OF SURVEYS, PRELIMINARY AND DETAILED PLANS, SPECIFICATIONS AND ESTIMATES NECESSARY FOR PLANNING IMPROVEMENTS TO THE DAM AT WOODLANDS LAKE AT V.E. MACY PARK IN THE VILLAGE OF IRVINGTON (Adopted _____, 20_____).

WHEREAS, this Board has heretofore duly authorized the issuance of \$500,000 bonds to finance the cost of preparation of surveys, preliminary and detailed plans, specifications and estimates necessary for planning improvements to the dam at Woodlands Lake at V.E. Macy Park in the Village of Irvington (the “Project”), pursuant to Act No. 94-2011 (the “Prior Bond Act”) duly adopted on July 11, 2011;

WHEREAS, pursuant to Local Finance Law Section 41.00, as of July 11, 2021 the authorization of County bonds for the Project, as described in the Prior Bond Act was deemed repealed except to the extent of the \$494,619.36 previously encumbered by the County under said Bond Act;

WHEREAS, this Board has now determined to rescind the Prior Bond Act, except to the extent of encumbrances made thereunder, and to reauthorize the \$494,619.36 in remaining bond authorization, which has been or shall be authorized in another Bond Act to continue the Project;

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

SECTION (A) The bond act duly adopted by this Board on July 11, 2011, entitled:

“ACT NO. 94-2011

BOND ACT AUTHORIZING THE ISSUANCE OF \$500,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF PREPARATION OF SURVEYS, PRELIMINARY AND DETAILED PLANS, SPECIFICATIONS AND ESTIMATES NECESSARY FOR PLANNING IMPROVEMENTS TO THE DAM AT WOODLANDS LAKE AT V.E. MACY PARK IN THE VILLAGE OF IRVINGTON; STATING THE ESTIMATED

MAXIMUM COST THEREOF IS \$500,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$500,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS.”

is hereby rescinded to the extent of the \$5,380.64 not heretofore encumbered under said Bond Act.

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

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

* * *

ACT NO. -20_____

RESCINDING BOND ACT OF THE COUNTY OF WESTCHESTER, NEW YORK, PARTIALLY RESCINDING THE BOND ACT ADOPTED OCTOBER 27, 2014 TO FINANCE THE COST OF PREPARATION OF SURVEYS, PRELIMINARY AND DETAILED PLANS, SPECIFICATIONS AND ESTIMATES NECESSARY FOR PLANNING IMPROVEMENTS TO VARIOUS DAMS (Adopted _____, 20_____).

WHEREAS, this Board has heretofore duly authorized the issuance of \$300,000 bonds to finance the cost of preparation of surveys, preliminary and detailed plans, specifications and estimates necessary for planning improvements to various existing dams at Saxon Woods Park, Willson’s Woods Park, Wampus Lake Park and Oscawana Park (the “Project”), pursuant to Act No. 196-2014 (the “Prior Bond Act”) duly adopted on October 27, 2014;

WHEREAS, pursuant to Local Finance Law Section 41.00, as of October 27, 2024 the authorization of County bonds for the Project, as described in the Prior Bond Act was deemed repealed except to the extent of the \$299,983 previously encumbered by the County under said Bond Act;

WHEREAS, this Board has now determined to rescind the Prior Bond Act, except to the extent of encumbrances made thereunder, and to reauthorize the \$299,983 in remaining bond authorization, which has been or shall be authorized in another Bond Act to continue the Project;

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

SECTION (A) The bond act duly adopted by this Board on October 27, 2014, entitled:

“ACT NO. 196-2014

BOND ACT AUTHORIZING THE ISSUANCE OF \$300,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF PREPARATION OF SURVEYS, PRELIMINARY AND DETAILED PLANS, SPECIFICATIONS AND ESTIMATES NECESSARY FOR PLANNING IMPROVEMENTS TO VARIOUS DAMS; STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$300,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$300,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS.”

is hereby rescinded to the extent of the \$17 not heretofore encumbered under said Bond Act.

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

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

* * *

ACT NO. -20_____

BOND ACT AUTHORIZING THE ISSUANCE OF \$1,194,602.36 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 THE RECONSTRUCTION AND IMPROVEMENT TO VARIOUS DAMS, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$1,194,602.36; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$1,194,602.36 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted _____, 20____)

WHEREAS, this Board has heretofore duly authorized the issuance of \$500,000 bonds to the preparation of surveys, preliminary and detailed plans, specifications and estimates for planning improvements to the dam at Woodlands Lake at V.E. Macy Park in the Village of Irvington (the “2011 Project”), pursuant to Bond Act No. 94-2011 duly adopted on July 11, 2011;

WHEREAS, Bond Act No. 94-2011 has been deemed repealed pursuant to Section 41.00 of the Local Finance Law, except to the extent of the \$494,619.36 encumbered pursuant to such bond act;

WHEREAS, Bond Act No. 94-2011 has been rescinded to the extent of the remaining unencumbered \$5,380.64 portion, and the County wishes to continue the 2011 Project through the authorization of this Bond Act;

WHEREAS, this Board has heretofore duly authorized the issuance of \$300,000 bonds to the preparation of surveys, preliminary and detailed plans, specifications and estimates for planning improvements to various dams (the “2014 Project”), pursuant to Bond Act No. 196-2014 duly adopted on October 27, 2014;

WHEREAS, Bond Act No. 196-2014 has been deemed repealed pursuant to Section 41.00 of the Local Finance Law, except to the extent of the \$299,983.00 encumbered pursuant to such bond act; and

WHEREAS, Bond Act No. 196-2014 has been rescinded to the extent of the remaining unencumbered \$17.00 portion, and the County wishes to continue the 2014 Project through the authorization of this Bond Act;

WHEREAS, this Board now determines that it is necessary to consolidate the previously encumbered amount of \$494,619.36 authorized as part of Bond Act No. 94-2011 and the previously encumbered amount \$299,983.00 authorized as part of Bond Act No. 196-2014 together with \$400,000.00 in additional funding, bringing the total amount authorized for RGI11 to \$1,194,602.36.

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, \$1,194,602.36 bonds of the County, or so much thereof

as may be necessary, are hereby authorized to be issued to finance the preparation of surveys, preliminary and detailed plans, specifications and estimates for planning improvements to various dams in the County park system, 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 objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof is \$1,194,602.36. The plan of financing includes the issuance of \$1,194,602.36 bonds herein authorized; and any bond anticipation notes issued in anticipation of the sale of such bonds and the levy of a tax to pay the principal of and interest on said bonds and notes.

Section 2. The period of probable usefulness of the specific objects or purposes for which said \$1,194,602.36 bonds authorized by this Act are to be issued, 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 \$1,194,602.36. 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 \$1,194,602.36 as the estimated maximum cost of the aforesaid specific objects or purposes is hereby approved.

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

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

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

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

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

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

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

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

* * *

LEGAL NOTICE

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

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

ACT NO. _____-20_____

BOND ACT AUTHORIZING THE ISSUANCE OF \$1,194,602.36 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 THE RECONSTRUCTION AND IMPROVEMENT TO VARIOUS DAMS, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$1,194,602.36; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$1,194,602.36 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (adopted on _____, 20____)

object or purpose: to finance the preparation of surveys, preliminary and detailed plans, specifications and estimates for planning improvements to various dams in the County park system, all as set forth in the County's Current Year Capital Budget, as amended.

amount of obligations to be issued:

and period of probable usefulness: \$1,194,602.36; 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

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

Your Committee is in receipt of a transmittal from the County Executive recommending approval by the County of Westchester (“County”) of the following acts, which were prepared by the law firm Hawkins, Delafield & Wood LLP, in connection with Capital Project RGC12 – Dunwoodie Golf Course Facility Improvements (“RGC12”):

(1) the proposed Capital Budget Amendment will amend the County’s current-year capital budget to increase the County share for Capital Project RGC12 – Dunwoodie Golf Course Facility Improvements (“RGC12”) by \$6,300,000.00 to \$12,320,000.00;

(2) a bond act amending, in part, prior Bond Act No. 140-2022 (“2022 Bond Act”) to remove \$4,148,803.00 attributable to RGC12 from the total amount authorized, thereby decreasing the estimated maximum amount of bonds authorized thereunder to \$12,371,197.00 (“Amending Bond Act”). It should be noted that \$251,197.00 in RGC12 bonds have already been issued, therefore the Amending Bond Act will only remove the unissued balance attributable to RGC12 from the 2022 Bond Act. Additionally, the Amending Bond Act is required to remove from the scope the planning, construction of, and construction management for a new maintenance facility for Dunwoodie Golf Course; and

(3) a bond act authorizing the issuance of bonds in the amount of \$10,448,803.00 to finance the cost of the construction of various improvements at Dunwoodie Golf Course, consisting of, (a) the construction and construction management for the maintenance building

complex, and (b) the design, construction, and construction management of reduced-pressure zone and backflow prevention systems and related water supply infrastructure for the golf course and related work in connection with RGC12 (“Consolidated Bond Act”). This proposed Consolidated Bond Act includes \$4,148,803.00 of previously authorized bonds for RGC12 by the 2022 Bond Act and adds \$6,300,000.00, bringing the total amount authorized for RGC12 to \$10,448,803.00.

The Department of Parks, Recreation and Conservation (“Department”) has advised that advised that the existing golf course maintenance building is outdated and inadequate to meet modern operational needs. Constructed more than 70 years ago, the facility has not undergone any significant physical upgrades since its original construction. The building’s current Master Plan identifies the maintenance building as inadequate in size and recommends expansion to accommodate existing and future uses. Due to insufficient indoor storage space, much of the larger equipment, including golf course mowers and turf maintenance equipment, is stored outdoors year-round, resulting in accelerated deterioration, reduced service life, and increased maintenance costs.

In addition, the golf course is connected to the public water supply at four separate locations. Existing backflow prevention systems are either lacking or inadequate, posing a potential risk to the public water supply and failing to meet local water supply regulations. Addressing these deficiencies is necessary to ensure regulatory compliance and protect public health and safety.

RGC12 will construct new golf course maintenance buildings and an associated storage yard, providing adequate space for safe, efficient, and modern maintenance operations. RGC12 will also include upgrades to the water supply infrastructure through the installation of compliant backflow prevention systems. Together, these improvements will support efficient equipment maintenance, extend the service life of vehicles and machinery, and ensure the safe and regulated distribution of water throughout the golf course.

Design is currently being undertaken by a consultant and is expected to be completed by the third quarter of 2026. It is estimated that construction will take eighteen months to complete and will begin after award and execution of the construction contracts.

It should be noted that your Honorable Board has previously authorized the County to issue bonds to finance RGC12 as indicated in the annexed fact sheet.

Additionally, as your Honorable Board may know, Section 167.131 of the Laws of Westchester County mandates that a capital budget amendment that introduces a new capital project or changes the location, size, or character of an existing capital project be accompanied to the Board of Legislators by a report of the Westchester County Planning Board (the “Planning Board”) with respect to the physical planning aspects of the project. The Planning Department has advised that the Planning Board has previously reviewed this project and issued a report, and that since there is no change in the scope of the work and this is simply a change in the financing plan, no further action by the Planning Board is necessary at this time.

The Department of Planning has advised your Committee that RGC12 was classified as an “Unlisted” action under the State Environmental Quality Review Act (“SEQR”) and that your Honorable Board issued a Negative Declaration for the project pursuant to Resolution 192-2022. Planning further advised that changes were subsequently made to the project which necessitated additional review. As such, a revised Environmental Assessment Form (“EAF”), prepared by the Planning Department, is on file with the Clerk of the Board of Legislators. The EAF together with the attached SEQR Resolution and proposed amended Negative Declaration are provided to assist your Honorable Board in complying with SEQR. Upon review, your Committee concludes that the proposed action will not have any significant impact on the environment and recommends the adoption of the Resolution adopting an amended Negative Declaration. As you know, a determination of significance must be made prior to enacting the aforementioned Consolidated Bond Act.

Your Committee has carefully considered the proposed Capital Budget Amendment, as well as the related Amending Bond Act and Consolidated Bond Act, and recommends approval of all the proposed acts, noting that the Amending Bond Act and Consolidated Bond Act can only be enacted following adoption of the Capital Budget Amendment.

It should be further noted that an affirmative vote of two-thirds of the members of your Honorable Board is required in order to amend the County’s Capital Budget and to adopt the Amending Bond Act and Consolidated Bond Act.

Dated: _____, 20____.

White Plains, New York

COMMITTEE ON

C:MCZ/05-04-26

RESOLUTION __ - 2026

WHEREAS, there is pending before this Honorable Board an act to authorize the County of Westchester to issue bonds in connection with capital project RGC12 (“Bond Act”); and

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

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

WHEREAS, the County of Westchester previously reviewed this project and, as the only involved agency with discretionary authority for this action, assumed the role of Lead Agency and issued a Negative Declaration for this project via Resolution 192-2022; and

WHEREAS, subsequent changes were made to the project necessitating additional environmental review; and

WHEREAS, a revised Short Environmental Assessment Form (“EAF”) has been prepared to assist this Honorable Board in its environmental assessment of the current proposed action and is on file with the Clerk of the Board of Legislators (the “Clerk”); and

WHEREAS, this Honorable Board has carefully considered the current proposed action and has reviewed the revised EAF on file with the Clerk 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 revised 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 the County of Westchester, State of New York, as follows:

RESOLVED, that based upon this Honorable Board’s review of the revised EAF, which is on file with the Clerk, and for the reasons set forth therein, this Board finds that there will be no significant adverse impact on the environment from the Bond Act; and be it further

RESOLVED, that the Clerk is authorized and directed to sign the “Determination of Significance” in the revised EAF as the “Responsible Officer in Lead Agency”; to issue this amended “Negative Declaration” on behalf of this Board in satisfaction of SEQRA and its implementing regulations; and to immediately transmit same to the Commissioner of Planning to be filed, published and made available pursuant to the requirements of Part 617 of 6 NYCRR; and be it further

RESOLVED, that the Resolution shall take effect immediately.

An Act amending the 2026 County
Capital Budget Appropriations for
Capital Project

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
_____	_____	_____

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

Non County Shares

Cash

Total

_____	_____	_____
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Section 3. The ACT shall take effect immediately.

REFERENCE RGC12
RMUS3
RMUS7
RWPR4

ACT NO. -20__

BOND ACT OF THE COUNTY OF WESTCHESTER, NEW YORK, AMENDING THE BOND ACT ADOPTED OCTOBER 17, 2022 IN RELATION TO FINANCING THE COST OF THE CONSTRUCTION OF RECREATIONAL AREA IMPROVEMENTS AT VARIOUS COUNTY-OWNED FACILITIES, AT THE TOTAL ESTIMATED COST OF \$12,371,197 (Adopted , 20__).

WHEREAS, this Board has heretofore duly authorized the issuance of bonds to finance all or a portion of the costs of the construction of recreational area improvements at various County-owned facilities, to wit: (a) the planning, construction of and construction management for a new maintenance facility for Dunwoodie Golf Course, (b) the planning, construction and construction management of a new restroom building, new septic system, renovations to the existing restrooms and associated infrastructure and site work at Muscoot Farm, (c) the planning, construction and construction management of parking lot and pathway improvements, drainage improvements, pasture fencing and associated site work and landscaping throughout Muscoot Farm, and (d) the planning, construction and construction management for improvements to various dams, spillways and riverbanks at the Ward Pound Ridge Reservation, at the estimated maximum cost of \$16,250,000, pursuant to Act No. 140-2022 duly adopted on October 17, 2022, and

WHEREAS, the County has previously borrowed \$251,197 pursuant to Act No. 140-2022 for project RGC12; and

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WHEREAS, it has now been determined that such bond act shall be amended to revise said scope of work and decrease a portion the amount of bonds authorized; and

WHEREAS, \$4,148,803 in remaining bond authorization for project RGC12 for the planning, construction of and construction management for a new maintenance facility for Dunwoodie Golf Course has been or will be authorized pursuant to another Bond Act;

Now, therefore,

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

Section (A). The bond act duly adopted by this Board on October 17, 2022, entitled:

“(BOND) ACT NO. 140-2022

BOND ACT AUTHORIZING THE ISSUANCE OF \$16,520,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE CONSTRUCTION OF RECREATIONAL AREA IMPROVEMENTS AT VARIOUS COUNTY-OWNED FACILITIES; STATING THE ESTIMATED TOTAL COST THEREOF IS \$16,520,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$16,520,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS”

is hereby amended to read as follows:

BOND ACT AUTHORIZING THE ISSUANCE OF \$12,371,197 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE CONSTRUCTION OF RECREATIONAL AREA IMPROVEMENTS AT VARIOUS COUNTY-OWNED FACILITIES; STATING THE ESTIMATED TOTAL COST THEREOF IS \$12,371,197; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$12,371,197 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS (adopted on _____, 20__)

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

Section 1. Pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the "Law"), the Westchester County Administrative Code, being Chapter 852 of the Laws of 1948, as amended, and to the provisions of other laws applicable thereto, \$12,371,197 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance all or a portion of the costs of the construction of recreational area improvements at various County-owned facilities, to wit: (a) the planning, construction of and construction management for a new maintenance facility for Dunwoodie Golf Course, (b) the planning, construction and construction management of a new restroom building, new septic system, renovations to the existing restrooms and associated infrastructure and site work at Muscoot Farm, (c) the planning, construction and construction management of parking lot and pathway improvements, drainage improvements, pasture fencing and associated site work and landscaping throughout Muscoot Farm, and (d) the planning,

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construction and construction management for improvements to various dams, spillways and riverbanks at the Ward Pound Ridge Reservation; all as set forth in the County's Current Year Capital Budget, as amended. To the extent that the details set forth in this act are inconsistent with any details set forth in the Current Year Capital Budget of the County, such Budget shall be deemed and is hereby amended. The estimated total cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof is \$12,371,197. The plan of financing includes the issuance of \$12,371,197 bonds herein authorized, and any bond anticipation notes issued in anticipation of the sale of such bonds, and the levy of a tax to pay the principal of and interest on said bonds.

Section 2. The period of probable usefulness of the class of objects or purposes for which said \$12,371,197 bonds authorized by this Act are to be issued, within the limitations of Section 11.00 a. 19(c) of the Law, is fifteen (15) years;

Section 3. Current funds are not required to be provided as a down payment pursuant to Section 107.00 d. 9. of the Law prior to issuance of the bonds authorized herein, or any bond anticipation notes issued in anticipation of the sale of such bonds. The County intends to finance, on an interim basis, the costs or a portion of the costs of said improvements for which bonds are herein authorized, which costs are reasonably expected to be reimbursed with the proceeds of debt to be incurred by the County, pursuant to this Act, in the total amount of \$12,371,197. 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 \$12,371,197 as the estimated total cost of the aforesaid class of objects or purposes is hereby approved.

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

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

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

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

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

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

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

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

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

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

* * *

LEGAL NOTICE

A Bond Act, a summary of which is published herewith, has been adopted by the Board of Legislators on October 17, 2022 and amended on _____, 20__ and approved, as amended, by the County Executive on _____, 20__ and the validity of the obligations authorized by such Bond Act may be hereafter contested only if such obligations were authorized for an object or purpose for which the County of Westchester, in the State of New York, is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this Notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the publication of this Notice, or such obligations were authorized in violation of the provisions of the Constitution.

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

ACT NO. _____-20__

BOND ACT AUTHORIZING THE ISSUANCE OF \$12,371,197 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE CONSTRUCTION OF RECREATIONAL AREA IMPROVEMENTS AT VARIOUS COUNTY-OWNED FACILITIES; STATING THE ESTIMATED TOTAL COST THEREOF IS \$12,371,197; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$12,371,197 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS (adopted on October 17, 2022 and amended on _____, 20__)

object or purpose: to finance all or a portion of the costs of the construction of recreational area improvements at various County-owned facilities, to wit: (a) the planning, construction of and construction management for a new maintenance facility for Dunwoodie Golf Course, (b) the planning, construction and construction management of a new restroom building, new septic system, renovations to the existing restrooms and associated infrastructure and site work at Muscoot Farm, (c) the planning, construction and construction management of parking lot and pathway improvements, drainage improvements, pasture fencing and associated site work and landscaping throughout Muscoot Farm, and (d) the planning, construction and construction management for improvements to various dams, spillways and riverbanks at the Ward Pound Ridge Reservation; all as set forth in the County’s Current Year Capital Budget, as amended.

amount of obligations to be issued: \$12,371,197; fifteen (15) years
and period of probable usefulness:

Dated: _____, 20__
White Plains, New York

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

HDW
4027268.1 048034 LEG

4060525.2 048034

ACT NO. -20__

BOND ACT AUTHORIZING THE ISSUANCE OF \$10,448,803 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE CONSTRUCTION OF VARIOUS IMPROVEMENTS TO DUNWOODIE GOLF COURSE; STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$10,448,803; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$10,448,803 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted _____, 20__)

WHEREAS, this Board has heretofore duly authorized the issuance of \$4,400,000 bonds to finance the planning, construction of and construction management for a new maintenance facility for Dunwoodie Golf Course associated with capital project RGC12 (the “Project”), pursuant to Act No. 140-2022 duly adopted on October 17, 2022; and

WHEREAS, this Board has now determined that it is appropriate to expand the scope of the Project, including design and construction and construction management of reduced-pressure zone and backflow prevention systems and related water supply infrastructure at the Golf Course, and it is necessary to increase the amount of bonds to be issued and the appropriation for the Project for an estimated cost of such improvement; and

WHEREAS, Bond Act No. 140-2022 has been amended to remove the \$4,148,803 in remaining bond authorization for the Project;

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

Section 1. Pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the “Law”), the Westchester County Administrative Code, being Chapter 852 of the Laws of 1948, as amended, to the provisions of other laws applicable thereto, \$10,448,803 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the cost of the construction of various improvements at Dunwoodie Golf Course, consisting of (a) the construction and construction management for the maintenance building complex, and (b) the design, construction, and construction management of reduced-pressure zone and backflow prevention systems and related water supply infrastructure for the Golf Course, all as set forth in the County’s Current Year Capital Budget, as amended. To the extent that the details set forth in this act are inconsistent with any details set forth in the Current Year Capital Budget of the County, such Budget shall be deemed and is hereby amended. The estimated maximum cost of said specific object of purpose, including preliminary costs and costs incidental thereto and the financing thereof is \$10,448,803. The plan of financing includes the issuance of \$10,448,803 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. 19(c) of the Law, is fifteen (15) years.

Section 3. Current funds are not required to be provided as a down payment pursuant to Section 107.00 d. 9. of the Law prior to issuance of the bonds authorized herein, or any

bond anticipation notes issued in anticipation of the sale of such bonds. The County intends to finance, on an interim basis, the costs or a portion of the costs of said improvements for which bonds are herein authorized, which costs are reasonably expected to be reimbursed with the proceeds of debt to be incurred by the County, pursuant to this Act, in the maximum amount of \$10,448,803. This Act is a declaration of official intent adopted pursuant to the requirements of Treasury Regulation Section 1.150-2.

Section 4. The estimate of \$10,448,803 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.

* * *

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 \$10,448,803 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE CONSTRUCTION OF VARIOUS IMPROVEMENTS TO DUNWOODIE GOLF COURSE; STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$10,448,803; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$10,448,803 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted _____, 20__)

object or purpose: to finance the cost of the construction of various improvements at Dunwoodie Golf Course, consisting of (a) the construction and construction management for the maintenance building complex, and (b) the design, construction, and construction management of reduced-pressure zone and backflow prevention systems and related water supply infrastructure for the Golf Course, all as set forth in the County's Current Year Capital Budget, as amended.

amount of obligations to be issued:
and period of probable usefulness: \$10,448,803; 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



TRANSMITTAL MEMO

To: The Honorable Members of the Board of Legislators

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

Date: April 24, 2026

Re: Legislation authorizing the construction of 100 Affordable Homeownership Housing Units to be located at 1-3 Croton Point Avenue, Village of Croton-on-Hudson

As your Honorable Board is aware, to encourage the development of affordable housing that will affirmatively further fair housing (“AFFH”) in Westchester County (the “County”), the County has established New Homes Land Acquisition III (2024-33) (“NHLA” or “Capital Project BPL37”) and Housing Implementation Fund II (“HIF” or “Capital Project BPL1A”) to provide funds to assist in the acquisition of property and construction of infrastructure improvements, respectively.

Transmitted herewith for your review and approval please find the following:

1. Land Purchase and Conveyance. An Act (the “Land Acquisition Act”) to authorize the purchase and subsequent conveyance of approximately +/- 1.76 acres of real property located at 1-3 Croton Point Avenue in the Village of Croton-on-Hudson (the “Property”) to WBP Development LLC, its successors, assigns, or any entity created to carry out the purposes of the proposed transaction (the “Developer”), as part of the County’s program to support the construction of affordable homeownership units that affirmatively further fair housing (the “Affordable AFFH Units”). The Land Acquisition Act also authorizes the County to grant and accept any property rights necessary in furtherance thereof.

Upon acquisition of the Property, the County will file a Declaration of Restrictive Covenants against the Property, to require that the proposed Affordable AFFH Units be marketed and sold in accordance with an approved affordable fair housing marketing plan to eligible households with income at or below 100% of the Westchester County area median income (“AMI”), and sold at a sales price set at 80% of AMI. The Affordable AFFH Units will remain affordable for a period of not less than fifty (50) years noting that the income limits are subject to change based on the median income levels at the time of initial occupancy and subsequent occupancies, as established by the U.S. Department of Housing and Urban Development.

Historically, County policy has been to assist affordable homeownership developments serving households earning up to 80% of AMI. As our Honorable Board is aware, the State of New York

has a program known as the Affordable Homeownership Opportunity Program (“AHOP”) by the State of New York Homes and Community Renewal (“HCR”). HCR is permitting their subsidy to assist homeowners with incomes of up to 100% of AMI. Your Honorable Board has previously authorized the County to assist affordable homeownership developments serving households earning up to 100% of AMI for AHOP developments as in the best interest of the County.

In accordance with the Land Acquisition Act, the County will subsequently convey the Property to the Developer for One (\$1.00) Dollar for the Developer to construct a new five-story building with one hundred (100) Affordable AFFH Units (the “Development”). The Development will include 46 one-bedroom and 54 two-bedroom units, and 105 parking spaces and other related improvements.

2. Acquisition Financing. A New Homes Land Acquisition Bond Act (the “NHLA Bond Act”) to authorize the issuance of bonds of the County, in a total amount not to exceed \$5,765,000, as a part of Capital Project BPL37 New Homes Land Acquisition III. The Department of Planning (“Planning”) has advised that, subject to the approval of your Honorable Board, the proposed NHLA Bond Act will authorize an amount not to exceed \$5,725,000 to purchase the Property from the current owner(s) of record for the construction of the Development and an additional \$40,000 to pay for County Administrative Costs.
3. Inter-Municipal Developer Agreement Act. An Act (the “IMDA Act”) to authorize the County to enter into an Inter-Municipal Developer Agreement (the “IMDA”) with the Village of Croton-On-Hudson (“Village”) and the Developer, its successors or assigns, or any entity created to carry out the purposes of the transaction, to finance the construction of a portion of the infrastructure improvements associated with the construction of 100 affordable AFFH Units. The infrastructure improvements will include, but not be limited to, construction of new parking, drainage, storm water detention, water lines, signage, retaining walls, landscaping, lighting, sidewalks, curbing and construction management (the “Infrastructure Improvements”) in support of the Affordable AFFH Units as part of the County’s program to ensure the development of new affordable housing. The term of the IMDA will be fifteen (15) years (commensurate with the period of probable usefulness of the HIF bonds as described herein). The IMDA will provide, amongst other things, that the Village and/or the Developer, its successors or assigns, or any entity created to carry out the purposes of the transaction, will be responsible for all costs of operation and maintenance of the Infrastructure Improvements.

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

Planning has advised that the authorization of your Honorable Board is required to accept all necessary property rights required to construct the Infrastructure Improvements. The County will have an ownership interest in the Infrastructure Improvements through an easement until the expiration of the term of the HIF bonds, as described herein. However, the County will not be responsible for any costs related to the operation and maintenance of the Infrastructure Improvements.

4. Construction Financing. A Bond Act (the “HIF Bond Act”) to authorize the issuance of bonds of the County in an amount not-to-exceed \$6,150,000, as a part of Capital Project BPL1A, to finance a portion of the Infrastructure Improvements for the Development. Planning has advised that, subject to the approval of your Honorable Board, the HIF Bond Act will authorize an amount not to exceed \$6,150,000 (the “County Funds”) for the Infrastructure Improvements, which includes \$150,000 to cover the County’s administrative costs.

Planning has further advised that additional funding for the Development, with an estimated total cost of approximately \$68,484,873 is anticipated to be provided through the following funding sources:

- a) HCR AHOP subsidy;
- b) Sale Proceeds; and
- c) Deferred Developer Fee.

Planning has further advised that Section 167.131 of the Laws of Westchester County (“LWC”) mandates that a Capital Budget Amendment that introduces a new capital project or changes the location, size or character of an existing capital project be accompanied to the Board of Legislators by a report of the Westchester County Planning Board (the “Planning Board”) with respect to the physical planning aspects of the project. The Planning Board report is annexed hereto for your Honorable Board’s information. In addition, in accordance with LWC Section 191.41, the Commissioner of Planning has provided a report, which is also attached hereto for your Honorable Board’s consideration.

Based on the importance of creating more affordable housing units that affirmatively further fair housing in the County of Westchester, your favorable action on the annexed Acts is respectfully requested.

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

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

1. Land Purchase and Conveyance. An Act (the “Land Acquisition Act”) to authorize the purchase and subsequent conveyance of approximately +/- 1.76 acres of real property located at 1-3 Croton Point Avenue in the Village of Croton-on-Hudson (the “Property”) to WBP Development LLC, its successors, assigns, or any entity created to carry out the purposes of the proposed transaction (the “Developer”), as part of the County’s program to support the construction of affordable homeownership housing units that affirmatively further fair housing (the “Affordable AFFH Units”). The Land Acquisition Act also authorizes the County to grant and accept any property rights necessary in furtherance thereof.

Upon acquisition of the Property, the County will file a Declaration of Restrictive Covenants against the Property, to require that the proposed Affordable AFFH Units be marketed and sold in accordance with an approved affordable fair housing marketing plan to eligible households with income at or below 100% of the Westchester County area median income (“AMI”) and sold at a sales price set at 80% of AMI. The Affordable AFFH Units will remain affordable for a period of not less than fifty (50) years noting that the income limits are subject to change based on the median income levels at the time of initial occupancy and subsequent occupancies, as established by the U.S. Department of Housing and Urban Development.

Your Committee has been advised that, historically, County policy has been to assist affordable homeownership developments serving households earning up to 80% of AMI. However, with the release of a new subsidy program known as the Affordable Homeownership Opportunity Program (“AHOP”) by the State of New York Homes and Community Renewal (“HCR”), HCR is now permitting their subsidy to assist homeowners with incomes of up to 100% of AMI. In order to match this program and to be able to utilize this funding source to develop affordable homeownership units in the County, the County policy will be modified only for AHOP developments to a maximum of 100% of AMI.

In accordance with the Land Acquisition Act, the County will subsequently convey the Property to the Developer for One (\$1.00) Dollar for the Developer to construct a new five-story building with one hundred (100) Affordable AFFH Units (the “Development”). The Development will include 46 one-bedroom, 54 two-bedroom units and 105 parking spaces and other related improvements.

2. Acquisition Financing. A New Homes Land Acquisition Bond Act (the “NHLA Bond Act”), prepared by the law firm Hawkins Delafield & Wood LLP, to authorize the issuance of bonds of the County, in a total amount not to exceed \$5,765,000, as a part of Capital Project BPL37 New Homes Land Acquisition III. The Department of Planning (“Planning”) has advised that, subject to the approval of your Honorable Board, the proposed NHLA Bond Act will authorize an amount not to exceed \$5,725,000 to purchase the Property from the current owner(s) of record to allow for the construction of the Development and an additional \$40,000 to pay for County Administrative Costs.
3. Inter-Municipal Developer Agreement Act. An Act (the “IMDA Act”) to authorize the County to enter into an Inter-Municipal Developer Agreement (the “IMDA”) with the Village of Croton-on-Hudson (“Village”) and the Developer, its successors or assigns, or any entity created to carry out the purposes of the transaction, to finance the construction of a portion of the infrastructure improvements associated with the construction of 100 affordable AFFH units. The infrastructure improvements will include, but not be limited to, construction of new parking, drainage, storm water detention, water lines, signage, retaining walls, landscaping, lighting, sidewalks, curbing and construction management (the “Infrastructure Improvements”) in support of the Affordable AFFH Units as part of the County’s program to ensure the development of new affordable housing. The term of the IMDA will be fifteen (15) years (commensurate with the period of probable usefulness of the HIF bonds as described herein). The IMDA will provide, amongst other things, that the Village and/or the Developer, its successors or assigns, or any entity created to carry out the purposes of the transaction, will be responsible for all costs of operation and maintenance of the Infrastructure Improvements.

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

Planning has advised that the authorization of your Honorable Board is required to accept all necessary property rights required to construct the Infrastructure Improvements. The County will have an ownership interest in the Infrastructure Improvements through an easement until the expiration of the term of the HIF bonds, as described herein. However, the County will not be responsible for any costs related to the operation and maintenance of the Infrastructure Improvements.

4. Construction Financing. A Bond Act (the “HIF Bond Act”), prepared by the law firm Hawkins Delafield & Wood LLP, to authorize the issuance of bonds of the County in an amount not-to-exceed \$6,150,000, as a part of Capital Project BPL1A, to finance a portion of the Infrastructure Improvements for the Development. Planning has advised that, subject to the approval of your Honorable Board, the HIF Bond Act will authorize an amount not to exceed \$6,150,000 (the “County Funds”) for the Infrastructure Improvements, which includes \$150,000 to cover the County’s administrative costs.

Planning has further advised that additional funding for the Development, with an estimated total cost of approximately \$68,484,873 is anticipated to be provided through the following funding sources:

- a) HCR AHOP subsidy;
- b) Sale Proceeds; and
- c) Deferred Developer Fee.

Planning has further advised that Section 167.131 of the Laws of Westchester County (“LWC”) mandates that a Capital Budget Amendment that introduces a new capital project or changes the location, size or character of an existing capital project be accompanied to the Board of Legislators by a report of the Westchester County Planning Board (the “Planning Board”) with respect to the physical planning aspects of the project. The Planning Board report is annexed hereto for your Honorable Board’s information. In addition, in accordance with LWC Section 191.41, the Commissioner of Planning has provided a report, which is also attached hereto for your Honorable Board’s consideration.

The Department of Planning has advised your Committee that pursuant to the State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617 (SEQRA), the Village Board of Trustees (“Village Board”) has classified the project as a Type I

action. On July 17, 2024, the Village Board issued a notice of intent to serve as lead agency, circulated Part 1 of a Full Environmental Assessment Form to involved agencies, including the Westchester County Board of Legislators. On December 18, 2024, the Village Board issued a Negative Declaration for the project. Since the Village Board undertook coordinated review and the County was included as an involved agency, then, in accordance with SEQRA, no further environmental review is required by the County.

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

Dated: _____, 2026
White Plains, New York


COMMITTEE ON:
c/cmc/4.23.26

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: _____	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:	PPU:	Anticipated Interest Rate:
Anticipated Annual Cost (Principal and Interest):		
Total Debt Service (Annual cost x Term):		
Finance Department:		
SECTION C - IMPACT ON OPERATING BUDGET (exclusive of debt service) To be completed by submitting department and reviewed by Budget		
Potential Related Expenses (Annual):		
Potential Related Revenues (Annual):		
Anticipated savings to County and/or impact of department operations (describe in detail for current and next four years):		

SECTION D - Employment As per federal guidelines, each \$92,000 of appropriation funds one FTE Job		
Number of Full Time Equivalent (FTE) Jobs Funded: _____		
Prepared by: _____	Approved By: _____	
Title: _____	Budget Director	
Department: _____	Date: _____	
Date: _____		

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

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

DATE: April 2, 2026

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR
BPL1A HOUSING IMPLEMENTATION FUND II
BPL37 NEW HOMES LAND ACQUISITION III (2024-33)
1-3 CROTON POINT AVENUE, CROTON-ON-HUDSON**

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

The action involves the provision of County funding under capital projects BPL1A - Housing Implementation Fund II (Fact Sheet ID: 3206) and BPL37 - New Homes Land Acquisition III (Fact Sheet ID: 3207) to facilitate the development of affordable housing at 1-3 Croton Point Avenue in the Village of Croton-On-Hudson. County funding from BPL37 will be applied towards the purchase of approximately 1.76 acres of property, which will be transferred to a developer, who will create approximately 100 units of affordable housing that will affirmatively further fair housing. The project will include the construction of a new 5-story building and approximately 105 parking spaces. County funding from BPL1A will be applied towards the cost of certain infrastructure improvements—such as, sewer and water lines, parking, curbing, sidewalks, retaining walls, lighting, signage, landscaping and stormwater management—to support this development.

The project is an Unlisted action under SEQR. Pursuant to SEQR, the Village of Croton-On-Hudson Board of Trustees sent out a notice of intent to serve as lead agency, along with Part 1 of a Full Environmental Assessment Form, in July and September of 2024. On December 18, 2024, the Village Board issued a Negative Declaration for the project. Since the Village undertook coordinated review and the County of Westchester was included in the coordinated review process, then, in accordance with section 617.6(b)(3), no further environmental review is required by the County.

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

DSK/cnm

cc: Blanca Lopez, Commissioner
Susan Darling, Chief Planner
Claudia Maxwell, Principal Environmental Planner

TO: Honorable Kenneth W. Jenkins
County Executive

FROM: Blanca P. Lopez
Commissioner

DATE: August 10, 2026

SUBJECT: Acquisition of Real Property – 1-3 Croton Point Avenue – Village of Croton-on-Hudson

Pursuant to Section 191.41 of the County Charter, submitted herewith is the required report of the Commissioner of Planning on the proposed acquisition and subsequent conveyance of +/- 1.76 acres of real property located at 1-3 Croton Point Avenue in the Village of Croton-on-Hudson, identified on the Village tax maps as Section 79.17 Block 1 Lots: 3, 4 and 5 (the “Property”) for the purpose of creating 100 affordable homeownership units (the “Affordable AFFH Units”), that will affirmatively further fair housing (“AFFH”). The development will also provide approximately 105 parking spaces for residents.

The County of Westchester (“the County”) intends to finance the purchase of the Property from the current owner in an amount not to exceed \$5,725,000 as a part of Capital Project BPL37 New Homes Land Acquisition III. Upon acquisition of the Property, the County will file a Declaration of Restrictive Covenants to require that the Affordable AFFH Units are marketed and sold in accordance with an approved affirmative fair housing marketing plan and will remain available to eligible households for a period of not less than 50 years. The County will then convey ownership of the Property to WBP Development LLC (the “Developer”), its successors or assigns, for One (\$1.00) Dollar.

The Developer proposes to construct one building of five-stories on the Property that will include a mix of affordable one and two-bedroom condominium ownership housing units that will be sold to households who earn at or below 100% with the sales price set at 80% of the area median income (“AMI”) (collectively the “Development”).

Historically, County policy has been to assist affordable homeownership developments serving households earning up to 80% of the AMI. However, with the release of a new subsidy program known as the Affordable Homeownership Opportunity Program (“AHOP”) by the State of New York Homes and Community Renewal (“HCR”), HCR is now permitting their subsidy to assist homeowners with incomes of up to 100% of the AMI. In order to match this program and to be able to utilize this funding source to develop affordable homeownership units in the County, the County policy will be modified only for AHOP developments to a maximum of 100% of AMI.

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

1. The acquisition of this Property will advance the County’s efforts to provide fair and

- affordable housing;
2. The acquisition and subsequent conveyance of the Property to develop fair and affordable housing is consistent with development policies adopted by the County Planning Board as set forth in *Westchester 2025 - Context for County and Municipal Planning in Westchester County and Policies to Guide County Planning*, adopted May 6, 2008, and amended January 5, 2010, and the recommended strategies set forth in *Patterns for Westchester: The Land and the People*, adopted December 5, 1995;
 3. The Development is proposed to include green technology, such as energy efficient appliances, lighting and heating systems and water-conserving fixtures to reduce operating and maintenance costs, minimize energy consumption and conserve natural resources. The Development will provide all electric, high-performance heating/cooling/domestic hot water equipment. A solar array will be installed on the roof that will help to offset electric costs. The Development is designed to meet the sustainability guidelines of HCR and will seek Energy Star Multi Family Certification;
 4. The Development is consistent with the land use policies and regulations of the Village of Croton-on-Hudson; and
 5. On March 3, 2026, the County Planning Board adopted a resolution to recommend County financing towards the purchase the Property to support the Development.

BPL/lg

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

Westchester County BPL37 New Homes Land Acquisition III (2024-33)

FIVE YEAR CAPITAL PROGRAM (in thousands)

	Total	Appropriated	Expended	2026	2027	2028	2029	2030	Under Review
Gross	175,000	50,000	0	25,000	25,000	25,000	25,000	25,000	70,000
Less Non-County Shares	0	0	0	0	0	0	0	0	0
Net	175,000	50,000	0	25,000	25,000	25,000	25,000	25,000	70,000

Project Description

New Homes Land Acquisition (NHLA) provides funds to acquire property for the construction of fair and affordable housing. The purpose of the Fund is to increase the inventory of available properties for fair and affordable housing development.

In addition to the acquisition cost of properties, other costs associated with, and often required for, site acquisition may be considered eligible costs to be funded through the NHLA program. Such associated costs may include, but are not limited to, closing costs, appraisals, property surveys, environmental assessments, hazardous materials reports and demolition of existing structures. Demolition may be particularly critical in the County's urban areas where existing structures need to be removed to allow construction of fair and affordable units. Funds can be used in all municipalities.

Between 2019 and 2024, 2,569 units of fair and affordable housing have been completed, are under construction or approved for funding by the Board of Legislators on property acquired through the New Homes Land Acquisition program.

This 2026 Capital Budget Amendment to BPL37 New Homes Land Acquisition III for \$5,765,000 is to fund affordable housing at 1-3 Croton Point Avenue in the Village of Croton-on-Hudson. For more information, please see Executive Summary for this project attached to this report.

APPROPRIATION HISTORY

Year	Amount	Description
2024	25,000	Funds this project
2025	25,000	Continuation of this project
Total	50,000	

PROJECT JUSTIFICATION

The New Homes Land Acquisition Fund III will provide the County with funding to acquire land that is suitable for fair and affordable housing and needed to assist with meeting the County's goals of developing of fair and affordable housing units in Westchester County. Further, the funds are instrumental in leveraging funding for the construction of fair and affordable housing county-wide, thus creating new jobs and related economic benefits in the county.

The New Homes Land Acquisition Fund addresses the need to supplement fair and affordable housing resources and to provide new housing units. Together with BPL01 Housing Implementation Fund, BPL1A Housing Implementation Fund II and BPL50 Fair and Affordable Housing, this funding provides a significant mechanism to fulfill the affordable housing goals of Westchester County.

CONSISTENCY WITH PLANS AND PROGRAMS

The project is consistent with the policies of "*Westchester 2025*", the County's long-range land use policies, in that it supports the development of fair and affordable housing.

PLANNING BOARD RECOMMENDATIONS

The Planning Board recommends this 2026 Capital Budget Amendment for affordable housing at 1-3 Croton Point Avenue, Village of Croton-on-Hudson per resolution number 26-06 signed on the following date:3/3/2026. The Planning Board designates this project as PL2.

Comments

The Planning Board strongly supports the continuation of this program which helps reduce infrastructure costs of new housing, making it more affordable. The program is a partnership between the County and local governments to provide affordable housing throughout Westchester. The Planning Department will continue to take the lead in reviewing funding applications and ensuring that the goals of “Westchester 2025” continue to be met.

ACT NO. -20__

BOND ACT AUTHORIZING THE ISSUANCE OF \$5,765,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE PURCHASE OF REAL PROPERTY LOCATED AT 1-3 CROTON POINT AVENUE, IN THE VILLAGE OF CROTON-ON-HUDSON, IN ORDER TO AFFIRMATIVELY FURTHER FAIR HOUSING (“AFFH”); STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$5,765,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$5,765,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS (Adopted , 20__)

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

Section 1. Pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the “Law”), the Westchester County Administrative Code, being Chapter 852 of the Laws of 1948, as amended, and other laws applicable thereto, bonds of the County in the aggregate amount of \$5,765,000, or so much thereof as may be necessary, are hereby authorized to be issued to finance the cost of the purchase of approximately 1.76 acres of real property located at 1-3 Croton Point Avenue, in the Village of Croton-on-Hudson and identified on the tax maps as Section 79.17: Block 1: Lots 3, 4, and 5 (the “AFFH Property”) from the current owner(s) of record at a cost of \$5,765,000, including acquisition and settlement costs, in order to make available 100 affordable housing units that will affirmatively further fair housing (“AFFH”). The County will file, or cause to be filed, a Declaration of Restrictive Covenants in the Westchester County Clerk’s office requiring that the housing units on the AFFH Property remain affordable for a period of not less than 50 years. The

funding requested herein is to make available 100 affordable AFFH homeownership and 105 parking spaces for residents, at the aggregate estimated maximum cost of \$5,765,000 for the acquisition of the AFFH Property. The AFFH Property shall be acquired by the County, subjected to said Declaration of Restrictive Covenants and subsequently conveyed to WBP Development LLC (the “Developer”), its successors or assigns. The County’s acquisition of the AFFH Property is set forth in the County’s Current Year Capital Budget, as amended. To the extent that the details set forth in this act are inconsistent with any details set forth in the Current Year Capital Budget of the County and the Statement of Need, such Budget and Statement of Need shall be deemed and are hereby amended. The estimated maximum cost of said object or purpose, including preliminary costs and costs incidental thereto and the financing thereof, is \$5,765,000. The plan of financing includes the issuance of \$5,765,000 bonds herein authorized, and any bond anticipation notes issued in anticipation of the sale of such bonds, and the levy and collection of a tax on taxable real property in the County to pay the principal of and interest on said bonds and notes.

Section 2. The period of probable usefulness for which said \$5,765,000 bonds are authorized to be issued, within the limitations of Section 11.00 a. 21 of the Law, is thirty (30) years.

Section 3. The County intends to finance, on an interim basis, the costs or a portion of the costs of said object or purpose for which bonds are herein authorized, which costs are reasonably expected to be reimbursed with the proceeds of debt to be incurred by the County, pursuant to this Bond Act, in the maximum amount of \$5,765,000. 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 \$5,765,000 as the estimated maximum cost of the aforesaid object or purpose is hereby approved.

Section 5. Subject to the provisions of this Act and of the Law, and pursuant to the

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

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

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

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

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

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

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

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

* * *

LEGAL NOTICE

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

ACT NO. _____-20__

BOND ACT AUTHORIZING THE ISSUANCE OF \$5,765,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE PURCHASE OF REAL PROPERTY LOCATED AT 1-3 CROTON POINT AVENUE, IN THE VILLAGE OF CROTON-ON-HUDSON, IN ORDER TO AFFIRMATIVELY FURTHER FAIR HOUSING (“AFFH”); STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$5,765,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$5,765,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS (Adopted _____, 20__)

Object or purpose: to finance the cost of the purchase of approximately 1.76 acres of real property located at 1-3 Croton Point Avenue, in the Village of Croton-on-Hudson and identified on the tax maps as Section 79.17: Block 1: Lots 3, 4, and 5 (the “AFFH Property”) from the current owner(s) of record at a cost of \$5,765,000, including acquisition and settlement costs, in order to make available 100 affordable housing units that will affirmatively further fair housing (“AFFH”). The County will file, or cause to be filed, a Declaration of Restrictive Covenants in the Westchester County Clerk’s office requiring that the AFFH Property remain affordable for a period of not less than 50 years. The funding requested herein is to make available 100 affordable AFFH homeownership and 105 parking spaces for residents, at the aggregate estimated maximum cost of \$5,765,000 for the acquisition of the AFFH Property. The AFFH Property shall be acquired by the County, subjected to said Declaration of Restrictive Covenants and subsequently conveyed to WBP Development LLC (the “Developer”), its successors or assigns. The County’s acquisition of the AFFH Property is set forth in the County’s Current Year Capital Budget, as amended.

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

\$5,765,000 - thirty (30) years

Dated: _____, 20____
White Plains, New York

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

ACT NO. - 2026

AN ACT authorizing the County of Westchester to purchase approximately +/- 1.76 acres of real property located at 1-3 Croton Point Avenue in the Village of Croton-on-Hudson and to subsequently convey said property, as well as authorizing the County to grant and accept any property rights necessary in furtherance thereof, for the purpose of constructing a new five-story building with 100 affordable homeownership units that will affirmatively further fair housing and remain affordable for a period of not less than fifty (50) years.

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

Section 1. The County of Westchester (the “County”) is hereby authorized to purchase from the current owner(s) of record approximately +/- 1.76 acres of real property located at 1-3 Croton Point Avenue in the Village of Croton-on-Hudson, (the “Property”) to construct a new five-story building with 100 affordable homeownership housing units that will affirmatively further fair housing (the “Affordable AFFH Units”) as set forth in 42 U.S.C. Section 5304(b)(2).

§2. The County is hereby authorized to purchase the Property from the current owner(s) of record for an amount not to exceed FIVE MILLION SEVEN HUNDRED TWENTY-FIVE THOUSAND (\$5,725,000) DOLLARS.

§3. The County is hereby authorized to convey the Property to WBP Development LLC, its successors or assigns or any entity created to carry out the purposes of the transaction, for One (\$1.00) Dollar to construct the Affordable AFFH Units that will be marketed to households with an income at or below 100% of the Westchester County area median income (“AMI”), and sold at a sales price set at 80% of AMI, that will remain affordable for a period of not less than fifty (50) years, and will be marketed and sold in accordance with an approved affirmative fair housing marketing plan, noting that the income limits are subject to change based on the median income levels at the time of initial occupancy and subsequent occupancies, as established by the U.S. Department of Housing and Urban Development.

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

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

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

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

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

§9. This Act shall take effect immediately.

ACT NO. -20__

BOND ACT AUTHORIZING THE ISSUANCE OF \$6,150,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF INFRASTRUCTURE IMPROVEMENTS ASSOCIATED WITH THE CONSTRUCTION OF AFFORDABLE HOUSING UNITS ON PROPERTY LOCATED AT 1-3 CROTON POINT AVENUE, IN THE VILLAGE OF CROTON-ON-HUDSON, IN ORDER TO AFFIRMATIVELY FURTHER FAIR HOUSING (“AFFH”) PURSUANT TO THE COUNTY’S HOUSING IMPLEMENTATION FUND II CAPITAL PROJECT; STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$6,150,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$6,150,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS (Adopted , 20__)

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

Section 1. Pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the “Law”), the Westchester County Administrative Code, being Chapter 852 of the Laws of 1948, as amended, and other laws applicable thereto, bonds of the County in the aggregate amount of \$6,150,000, or so much thereof as may be necessary, are hereby authorized to be issued to finance the cost of infrastructure improvements associated with the construction of affordable housing units on property located at 1-3 Croton Point Avenue, in the Village of Croton-on-Hudson, identified on tax maps as Section 79.17, Block 1, Lots 3, 4, and 5 (the “AFFH Property”) at a cost to the County of \$6,150,000, including related costs incurred by the County, which may include construction management and engineering costs, and staff and legal fees, in order to support the construction of affordable

housing units that will affirmatively further fair housing (“AFFH”). The infrastructure improvements may include, but shall not be limited to, new parking, drainage, stormwater detention, water lines, signage, retaining walls, landscaping lighting, sidewalks, curbing and construction management and County administrative costs. The funding requested herein, at the aggregate estimated maximum cost of \$6,150,000, is in support of the construction of 100 Affordable AFFH units and 105 on-site parking spaces for residents. The County shall enter into an Inter-municipal/Developer Agreement (“IMDA”) with the Village of Croton-on-Hudson and WBP Development, LLC (the “Developer”), its successors or assigns, to finance eligible infrastructure improvements associated with the construction of said affordable AFFH units (the “Development”). The County will file, or cause to be filed, a Declaration of Restrictive Covenants in the Westchester County Clerk’s office requiring that the housing units on the AFFH Property remain affordable for a period of not less than 50 years. The cost of said infrastructure improvements for the AFFH Property is set forth in the County’s Current Year Capital Budget, as amended. To the extent that the details set forth in this act are inconsistent with any details set forth in the Current Year Capital Budget of the County and the Statement of Need, such Budget and Statement of Need shall be deemed and are hereby amended. The estimated maximum cost of said object or purpose, including preliminary costs and costs incidental thereto and the financing thereof, is \$6,150,000. The plan of financing includes the issuance of \$6,150,000 bonds herein authorized, and any bond anticipation notes issued in anticipation of the sale of such bonds, and the levy and collection of a tax on taxable real property in the County to pay the principal of and interest on said bonds and notes.

Section 2. The period of probable usefulness for which said \$6,150,000 bonds are authorized to be issued, within the limitations of Section 11.00 a. 91 of the Law, is fifteen (15) years.

Section 3. The County intends to finance, on an interim basis, the costs or a portion

of the costs of said object or purpose for which bonds are herein authorized, which costs are reasonably expected to be reimbursed with the proceeds of debt to be incurred by the County, pursuant to this Bond Act, in the maximum amount of \$6,150,000. 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 \$6,150,000 as the estimated maximum cost of the aforesaid object or purpose is hereby approved.

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

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

of interest to be due and payable in such year.

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

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

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

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

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

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

* * *

LEGAL NOTICE

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

ACT NO. _____-20__

BOND ACT AUTHORIZING THE ISSUANCE OF \$6,150,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF INFRASTRUCTURE IMPROVEMENTS ASSOCIATED WITH THE CONSTRUCTION OF AFFORDABLE HOUSING UNITS ON PROPERTY LOCATED AT 1-3 CROTON POINT AVENUE, IN THE VILLAGE OF CROTON-ON-HUDSON, IN ORDER TO AFFIRMATIVELY FURTHER FAIR HOUSING (“AFFH”) PURSUANT TO THE COUNTY’S HOUSING IMPLEMENTATION FUND II CAPITAL PROJECT; STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$6,150,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$6,150,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS (Adopted _____, 20__)

Object or purpose: to finance the cost of infrastructure improvements associated with the construction of affordable housing units on property located at 1-3 Croton Point Avenue, in the Village of Croton-on-Hudson, identified on tax maps as Section 79.17, Block 1, Lots 3, 4, and 5 (the “AFFH Property”) at a cost to the County of \$6,150,000, including related costs incurred by the County, which may include construction management and engineering costs, and staff and legal fees, in order to support the construction of affordable housing units that will affirmatively further fair housing (“AFFH”). The infrastructure improvements may include, but shall not be limited to, new parking, drainage, stormwater detention, water lines, signage, retaining walls, landscaping lighting, sidewalks, curbing and construction management and County administrative costs. The funding requested herein, at the aggregate estimated maximum cost of \$6,150,000, is in support of the construction of 100 Affordable AFFH units and 105 on-site parking spaces for residents. The County shall enter into an Inter-municipal/Developer Agreement (“IMDA”) with the Village of Croton-on-Hudson and WBP Development, LLC (the “Developer”), its successors or assigns, to

finance eligible infrastructure improvements associated with the construction of said affordable AFFH units (the “Development”). A Declaration of Restrictive Covenants will be filed against the AFFH Property to require that the AFFH units will remain affordable for a period of not less than 50 years. The cost of said infrastructure improvements for the AFFH Property is set forth in the County’s Current Year Capital Budget, as amended.

Amount of obligations to be issued
and period of probable usefulness: \$6,150,000 - fifteen (15) years

Dated: _____, 20____
White Plains, New York

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

Westchester County Planning Board Report

BPL1A Housing Implementation Fund II

FIVE YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2023	2024	2025	2026	2027	Under Review
Gross Non-County Share	86,060	71,060	15,000					
County Share	86,060	71,060	15,000					

Project Description

This project continues the funding for the Westchester County Housing Implementation Fund (HIF) previously funded under BPL01 Housing Implementation Fund. HIF is a unique housing incentive program established to provide municipalities with funds for public infrastructure and improvements such as water, sanitary and storm sewer, road, and site improvements needed to facilitate the construction or rehabilitation of fair and affordable housing. Through the end of 2021, 1,132 units of fair and affordable housing funded under HIF (BPL1A) are under construction, completed or have been approved for funding by the Board of Legislators.

This 2026 Capital Budget Amendment to BPL1A Housing Implementation Fund II for \$6,150,000 is to fund affordable housing at 1-3 Croton Point Avenue in the Village of Croton-on-Hudson. For more information, please see Executive Summary for this project attached to this report.

Appropriation Requests

- 2016: Funding for public infrastructure and other improvements for fair and affordable housing.
- 2017: Funding for additional sites.
- 2018: Funding for additional sites.
- 2019: Funding for additional sites.
- 2020: Funding for additional sites.
- 2021: Funding for additional sites as well as broadband infrastructure at fair and affordable housing sites throughout Westchester County.
- 2022: Funding for additional sites.
- 2023: Funding for additional sites.

Justification

The provision of design and construction financing for public infrastructure associated with a housing development reduces the overall cost of development thereby facilitating the creation of affordable housing. Funds are available to all Westchester County municipalities as set forth in Chapter 298 of the Westchester County Administrative Code. Together with BPL10 New Homes Land Acquisition/ BPL30 New Homes Land Acquisition II and BPL50 Fair and Affordable Housing, this funding provides an important mechanism to implement the goals of the Westchester County Housing Implementation Plan providing for the development of 750 fair and affordable housing units in connection with the settlement of the lawsuit titled “U.S. ex rel Anti-Discrimination Center of Metro New York v. Westchester County.” Further, these funds also are instrumental in leveraging funding for construction of fair and affordable housing county- wide, thus creating new jobs and related economic benefits in the County.

Consistency with Programs or Plans

The project is consistent with the policies of “*Westchester 2025*”, the County’s long-range land use policies, in that it supports the development of fair and affordable housing.

Planning Board Recommendations

The Planning Board recommends this 2026 Capital Budget Amendment for affordable housing at **1-3 Croton Point Avenue in the Village of Croton-on-Hudson** per resolution number 26-07 signed on the following date: 3/3/2026. The Planning Board designates this project as **PL2**.

Comments

The Planning Board strongly supports the continuation of this program which helps reduce infrastructure costs of new housing, making it more affordable. The program is a partnership between the County and local governments to provide affordable housing throughout Westchester. The Planning Department will continue to take the lead in reviewing funding applications and ensuring that the goals of “Westchester 2025” continue to be met.

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: _____	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:	PPU:	Anticipated Interest Rate:
Anticipated Annual Cost (Principal and Interest):		
Total Debt Service (Annual cost x Term):		
Finance Department:		
SECTION C - IMPACT ON OPERATING BUDGET (exclusive of debt service) To be completed by submitting department and reviewed by Budget		
Potential Related Expenses (Annual):		
Potential Related Revenues (Annual):		
Anticipated savings to County and/or impact of department operations (describe in detail for current and next four years):		

SECTION D - Employment As per federal guidelines, each \$92,000 of appropriation funds one FTE Job		
Number of Full Time Equivalent (FTE) Jobs Funded: _____		
Prepared by: _____	Approved By: _____	
Title: _____	Budget Director	
Department: _____	Date: _____	
Date: _____		

ACT NO. - 2026

AN ACT authorizing the County of Westchester (the "County") to enter into an inter-municipal developer agreement with the Village of Croton-on-Hudson and WBP Development LLC, its successors or assigns, or any entity created to carry out the purposes of the transaction in order to fund certain infrastructure improvements and authorizing the County to grant and accept any property rights necessary in furtherance thereof, all for the purpose of constructing 100 affordable homeownership units that will affirmatively further fair housing at 1-3 Croton Point Avenue in the Village of Croton-on-Hudson and remain affordable for a period of not less than 50 years.

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

Section 1. The County of Westchester (the "County") is hereby authorized to enter into an inter-municipal developer agreement (the "IMDA") with the Village of Croton-on-Hudson and WBP Development LLC (the "Developer"), its successors or assigns or any entity created to carry out the purposes of the transaction in order to finance the construction of a portion of the infrastructure improvements including, but not be limited to, construction of new parking, drainage, storm water detention, water lines, signage, retaining walls, landscaping, lighting, sidewalks, curbing and construction management (the "Infrastructure Improvements") in support of 100 affordable homeownership units (the "Affordable AFFH Units") which will affirmatively further fair housing ("AFFH") at 1-3 Croton Point Avenue in the Village of Croton-on-Hudson, as part of the County's program to ensure the development of new affordable housing. The term of the IMDA will be fifteen (15) years and the County will contribute an amount not to exceed SIX MILLION ONE HUNDRED FIFTY THOUSAND (\$6,150,000) DOLLARS to finance a portion of the Infrastructure Improvements including \$150,000 in County Administrative costs. The County will have an ownership interest in the Infrastructure Improvements through an easement for a term of fifteen (15) years and will provide that the Village of Croton-on-Hudson, the Developer, its successors or assigns, will be responsible for any and all costs of operation and maintenance of the Infrastructure Improvements.

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

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

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

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

§6. This Act shall take effect immediately.



Kenneth W. Jenkins
County Executive

To: The Honorable Members of the Board of Legislators

From: Kenneth W. Jenkins, Westchester County Executive

Date: April 15, 2026

RE: An Act authorizing the County of Westchester to enter into an inter-municipal agreement with the City of Yonkers, for a Sixth Grade Leadership Academy program.

Transmitted herewith for your review and approval is an Act which, if adopted by your Honorable Board, would authorize the County of Westchester ("County"), acting by and through its Youth Bureau ("Youth Bureau"), to enter into an inter-municipal agreement ("IMA") with the City of Yonkers ("Municipality"), acting by and through its Youth Bureau, pursuant to which the Municipality will provide a Sixth Grade Leadership Academy ("Program") which shall include, but not be limited to, transitioning sixth grade students into middle school through weekly lessons, guest instructors, and an end-of-the-year conference. The IMA would be for a term commencing retroactively on January 1, 2026 and expiring on December 31, 2026, in the total aggregate amount of One Hundred Thirty-Two Thousand (\$132,000) Dollars, comprised of an amount not to exceed Sixty-Six Thousand (\$66,000) Dollars payable by the County plus a 100% match from the Municipality, payable pursuant to an approved budget.

The Sixth Grade Leadership Academy after-school program will be open to current Yonkers Youth who are in sixth grade preparing to transition into a new school to complete seventh and eighth grades. The program aims to teach youth how to develop their authentic self and leadership skills to ready them to enter a new middle school.

The curriculum will include weekly lessons focusing on self-development, leadership skills, etiquette, social skills, anti-bullying, academics, and mental health. Lessons will be taught by trained on-site staff and special guest instructors in various interactive and engaging methods.

The procurement of this IMA is exempt from the requirements of the Westchester County Procurement Policy and Procedures pursuant to Section 3(a) xviii of said Policy.

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

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

Your Committee is in receipt of a communication from the County Executive recommending the adoption of an Act which, if approved by your Honorable Board, would authorize the County of Westchester (“County”), acting by and through its Youth Bureau (“Youth Bureau”), to enter into an inter-municipal agreement (“IMA”) with the City of Yonkers (the “Municipality”), acting by and through its Youth Bureau, pursuant to which the Municipality will provide its Sixth Grade Leadership Academy (“Program”) which shall include, but not be limited to, transitioning sixth grade students into middle school through weekly lessons, guest instructors, and an end-of-the-year conference. The IMA will be for a term commencing retroactively on January 1, 2026 and expiring on June 31, 2026, in the total aggregate amount of One Hundred Thirty-Two Thousand (\$132,000) Dollars, comprised of an amount not to exceed Sixty-Six Thousand (\$66,000) Dollars payable by the County plus a 100% match from the Municipality, payable pursuant to an approved budget.

The Sixth Grade Leadership Academy after-school program will be open to current Yonkers Youth who are in sixth grade preparing to transition into a new school to complete seventh and eighth grades. The program aims to teach youth how to develop their authentic self and leadership skills to ready them to enter a new middle school.

The curriculum will include weekly lessons focusing on self-development, leadership skills, etiquette, social skills, anti-bullying, academics, and mental health. Lessons will be taught by trained on-site staff and special guest instructors in various interactive and engaging methods.

Your Committee is advised that the proposed IMA will benefit the Municipality and its Youth Bureau, by helping sixth grade students transition into middle school.

The procurement of this IMA is exempt from the requirements of the Westchester County Procurement Policy and Procedures pursuant to Section 3(a) xviii of said Policy.

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

Your Committee has carefully considered this matter and recommends approval of the Act, noting that it requires not more than an affirmative vote of a majority of the members of your Honorable Board.

Dated: _____, 2026
White Plains, New York

COMMITTEE ON

ACT NO. ____-2026

AN ACT authorizing the County of Westchester to enter into an inter-municipal agreement with the City of Yonkers, for a Sixth Grade Leadership Academy program for the period commencing retroactively on January 1, 2026 and expiring on December 31, 2026, for a total amount of One Hundred Thirty-Two Thousand (\$132,000) Dollars, comprised of an amount not to exceed Sixty-Six Thousand (\$66,000) Dollars payable by the County plus a 100% match from the Municipality.

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 Youth Bureau, is hereby authorized to enter into an inter-municipal agreement (“IMA”) with the City of Yonkers (“Municipality”), acting by and through its Youth Bureau, pursuant to which the Municipality will provide a Sixth Grade Leadership Academy (“Program”) which shall include, but not be limited to, transitioning sixth grade students into middle school through weekly lessons, guest instructors, and an end-of-the-year conference for a term commencing retroactively on January 1, 2026 and expiring on December 31, 2026, in the total aggregate amount of One Hundred Thirty-Two Thousand (\$132,000) Dollars, comprised of an amount not to exceed Sixty-Six Thousand (\$66,000) Dollars payable by the County plus a 100% match from the Municipality, payable pursuant to an approved budget.

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

§ 3. This Act shall take effect immediately.

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

Your Committee is in receipt of a communication from the County Executive forwarding for your Honorable Board’s consideration an Act which, if approved, would authorize the County of Westchester (“County”), acting by and through its Departments of Emergency Services (“DES”) and Parks, Recreation and Conservation (“PRC”) to enter into an inter-municipal agreement (“Agreement”) with the Pound Ridge Fire District (“District”), pursuant to which the District will provide fire protection services to the County for the property located in the northern portion of the Ward Pound Ridge Reservation (“Property”), which lies within the boundaries of the Town of Lewisboro. The Agreement will be for a term commencing retroactively on January 1, 2025 and expiring on December 31, 2029. The County's prior agreement with the District for these same services expired on December 31, 2024.

Your Committee is advised that in consideration for the fire suppression services to be provided by the District under the proposed Agreement, the County will, at its own cost and expense, install and maintain a storage facility, with the height, dimensions and specifications designated by the County (“Storage Facility”) in a location at the Property approved by the County near the Kimberly Bridge, which will be used by the District for the pre-positioning and storage of its trailer, an all-terrain vehicle or any other vehicle approved by the County (“Vehicles”). In addition, the County will also install and maintain all necessary electrical equipment and appurtenant connections in order to supply electricity to the Storage Facility. The County will maintain the Storage Facility in good repair and condition.

Your Committee is advised that the District will be responsible for the operation and maintenance of the Vehicles and supply all other equipment and supplies in order to perform the fire protection services, as required under the Agreement.

Your Committee is further advised that the proposed Agreement is exempt from the Westchester County Procurement Policy and Procedures pursuant to Section 3(a)iii thereof, which exempts transactions or contracts with the United States of America, any State, and any political subdivision, agency or instrumentality thereof.

In addition, the Planning Department has advised that based on its review, the proposed Agreement may be classified as a “Type II” action under the State Environmental Quality

Review Act and its implementing regulations, 6 NYCRR Part 617 (“SEQR”). Type II actions are those actions determined not to have a significant effect on the environment and therefore do not require further environmental review. Your Committee has reviewed the annexed SEQR documentation and concurs with this recommendation

It should be noted that an affirmative vote of a majority of the members of your Honorable Board is required to adopt the attached Act. Accordingly, your Committee recommends the annexed proposed Act for adoption.

Dated: _____, 2026
White Plains, New York

COMMITTEE ON

K:SJC 4/8/2026

FISCAL IMPACT STATEMENT

SUBJECT: Pound Ridge Fire District NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

GENERAL FUND AIRPORT FUND SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense TBD

Total Current Year Revenue \$ -

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

Additional Appropriations Other (explain)

Identify Accounts: 165_42_1100_1100_4310 - for concrete pad and materials to connect to electricity
165_42_4350_4350_4200 annual upkeep and electricity -approximately \$2K per year

Potential Related Operating Budget Expenses: Annual Amount TBD

Describe: An act authorizing the County of Westchester to enter into an inter-municipal agreement with the Pound Ridge Fire District for the provision of fire protection services, for a term commencing retroactively on January 1, 2025 and expiring on December 31, 2029.

Potential Related Operating Budget Revenues: Annual Amount N/A

Describe: _____

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

Current Year: N/A


Next Four Years: N/A

Prepared by: Patricia Haggerty

Title: Sr, Budget Analyst

Department: Budget

Date: April 23, 2026

Reviewed By: 
PH
Budget Director
Date: 4/23/26

TO: Sean Curtin, Assistant County Attorney
Department of Law

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

DATE: April 23, 2026

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR WARD POUND
RIDGE RESERVATION FIRE PROTECTION SERVICES**

PROJECT/ACTION: Agreement with Pound Ridge Fire District pursuant to which the District will provide fire protection services to the County for the property located in the northern portion of the Ward Pound Ridge Reservation, which lies within the boundaries of the Town of Lewisboro, for a term commencing retroactively on January 1, 2025 and expiring on December 31, 2029. The County's prior agreement with the District for these services expired on December 31, 2024. In consideration for the fire suppression services to be provided by the District under the proposed Agreement, the County will install and maintain a storage facility with electricity for use by the District. This will replace a license agreement with the District, which also expired on December 31, 2024, that provided space on the Reservation for the District to maintain a trailer and an all-terrain vehicle at the park. The proposed storage facility will be a single-story shed, approximately 24 ft wide x 20 ft long, that will be located at an existing campsite parking area on the north side of Reservation Road, east of Kimberly Bridge, in the same vicinity where the District trailer and vehicle were licensed to locate.

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)(9):** construction or expansion of a primary or accessory/appurtenant, nonresidential structure or facility involving less than 4,000 square feet of gross floor area and not involving a change in zoning or a use variance and consistent with local land use controls, but not radio communication or microwave transmission facilities;
- **617.5(c)(13):** extension of utility distribution facilities, including gas, electric, telephone, cable, water and sewer connections to render service in approved subdivisions or in connection with any action on this list.

Comments: The provision of fire protection services, alone, would not be an action that would be subject to SEQR. The proposed improvements, however, have been identified as a Type II action. It is noted that the proposed storage facility will be located within existing disturbed area and will

not require any tree removals and that the electricity will be supplied by tapping into an existing underground electrical line running across the parking area from the residence located east of the parking area to the restroom located on the west side of the parking area. As such, the proposed improvements will result in no additional impact on the environment.

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

ACT NO. 2026 – _____

AN ACT authorizing the County of Westchester to enter into an inter-municipal agreement with the Pound Ridge Fire District for the provision of fire protection services, for a term commencing retroactively on January 1, 2025 and expiring on December 31, 2029.

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 Departments of Emergency Services and Parks, Recreation and Conservation, is hereby authorized to enter inter-municipal agreement (“Agreement”) with the Pound Ridge Fire District (“District”), pursuant to which the District shall provide fire protection services to the County for the property located in the northern portion of the Ward Pound Ridge Reservation (“Property”), which lies within the boundaries of the Town of Lewisboro, for a term commencing retroactively on January 1, 2025 and expiring on December 31, 2029.

§2. In consideration for the fire suppression services to be provided by the District, the County shall, at its own cost and expense, install and maintain a storage facility, with the height, dimensions and specifications designated by the County (“Storage Facility”) in a location at the Property designated by the County near the Kimberly Bridge, to be used by the District for the pre-positioning and storage of its trailer, an all-terrain vehicle or any other vehicle approved by the County (“Vehicles”).

§3. The County shall also install and maintain all necessary electrical equipment and appurtenant connections in order to supply electricity to the Storage Facility and shall maintain the Storage Facility in good repair and condition.

§4. The District shall be responsible for the operation and maintenance of the Vehicles and supply all other equipment and supplies in order to perform the fire protection services, as required under the Agreement.

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

§6. This Act shall take effect immediately.

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

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

and

THE POUND RIDGE FIRE DISTRICT, a political subdivision of the State of New York and a district corporation existing pursuant to the Laws of the State of New York, having an office and principal place of business at 80 Westchester Avenue, PO Box 468, Pound Ridge, NY 10576 (hereinafter referred to as the “Fire District” or “District”)

WITNESSETH:

WHEREAS, the County owns certain real property commonly known as the Ward Pound Ridge Reservation, which consists of over 4,000 acres located off of Route 121, in the Town of Lewisboro, County of Westchester; and

WHEREAS, since 1992 the District has provided fire protection services to the County facilities located in the northern portion of the Ward Pound Ridge Reservation which lies outside the coverage area of the District; and

WHEREAS, the County, in support of the fire protect services, entered into a license agreement with the District, dated on or about October 18, 2019, whereby the County granted the District a license to utilize certain space at the Ward Pound Ridge Reservation for the installation, operation and maintenance of its trailer and all-terrain vehicle, for a term commencing on or about October 18, 2019 and expiring on December 31, 2024; and

WHEREAS, the County entered into a separate agreement, dated February 26, 2020, with the District, for the continued provision of fire protection services to the County, for a term commencing on January 1, 2020 and expiring on December 31, 2024; and

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WHEREAS the parties now desire to have one agreement in place that covers both concepts of the prior expired agreements, namely fire protection services and a license.

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

FIRST: The County, acting by and through its Department of Emergency Services (the "Department"), desires to enter into this Agreement wherein the District will provide fire protection services (the "Services") to the County for the property located in the northern portion of Ward Pound Ridge Reservation which lies within the boundaries of the Town of Lewisboro located in the County of Westchester ("Property") outside the coverage area of the District. A map showing the location of the northern portion of the Property is attached hereto as Schedule "A" and made a part hereof.

The Services shall be provided to the County in the same manner and degree and in accordance with all rules, regulations and standards applicable to any property located within the boundaries of the District.

SECOND: The term of this Agreement shall commence retroactively on January 1, 2025 ("Commencement Date") and terminate on December 31, 2029, (the "Term"), unless terminated sooner as hereinafter provided.

THIRD: In consideration for the Services to be performed by the District pursuant to this Agreement, the County shall, at its sole cost and expense, install and maintain a storage facility with the height, dimensions and specifications designated by the County, in a location at the Property approved by the County near the Kimberly Bridge, as more particularly shown on Schedule "B" (the "Storage Facility") which is attached hereto and made a part hereof. The County shall also install and maintain all necessary electrical equipment and appurtenant connections in order to supply electricity to the Storage Facility, and be responsible for the payment of all utility costs associated therewith.. The District, in order to carry out the Services, shall be responsible for the operation and maintenance of its trailer, an all-terrain vehicle or other vehicle previously approved for storage at the Storage Facility by the County ("Vehicles"). No Vehicles, shall be stored at the Storage Facility or elsewhere on the Property, without the prior

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approval of the Commissioner of the Department or his/her authorized designee (the “Commissioner”), who shall consult with a representative of the District prior to making a final determination. The District will also supply all other equipment and supplies (hereinafter, together with the Vehicles, collectively referred to as the “Fire District Equipment”),

The Storage Facility shall be used by the District to pre-position and store the Fire District Equipment in order to perform the Services for the primary benefit of the County and for no other purpose.

FOURTH: The County shall maintain the Storage Facility in good repair and condition. The County shall also keep the area immediately surrounding the Storage Facility clear of any obstructions that limit the Fire District’s access to the Storage Facility and the operation of the Fire District Equipment. The Fire District shall keep the interior of the Storage Facility clean, safe and in good order and condition to the reasonable satisfaction of the Commissioner, except for reasonable wear and tear. The County may conduct regular inspections to ensure that the interior of the Storage Facility is adequately clean, safe and in good order and condition, in compliance with applicable New York State property codes, rules and regulations and only operational Fire District Equipment is stored therein.

The County shall be entitled to enter the Storage Facility for the purpose of inspecting, maintaining and/or making repairs to the Storage Facility. Upon reasonable advance notice from the County, the County may inform the District of any access to the Storage Facility by the County employees, officers or agents within the month prior to such notice.

FIFTH: The Fire District’s use and operation of the Fire District Equipment shall be subject to all of the terms, conditions and covenants herein contained, including, without limitation, the following:

- (i) The Fire District shall retain sole ownership of the Fire District Equipment during the Term of this Agreement.
- (ii) The Fire District shall keep the Fire District Equipment inside the Storage Facility and keep the Storage Facility locked at all times, even when the Vehicles are in use.
- (iii) The Fire District shall take all necessary and appropriate measures to ensure that only “Approved” firefighters or operators operate the Vehicles. “Approved” firefighters or operators shall mean those firefighters or operators that are qualified

to operate the Vehicles, pursuant to the District's policies. The District shall maintain a list of approved Vehicle firefighter operators and shall furnish such lists to the County upon request.

- (iv) Practice sessions for use by the District firefighters of the Vehicles for trail system reconnaissance, must be approved in advance by the Commissioner. The Commissioner reserves the right, in his/her sole discretion, to deny any such request if it is deemed that the use of the Vehicles for said practice sessions would damage oversaturated trails, interfere with the operation of the Property or any public programming occurring thereon.
- (v) While operating a Vehicle on the Property, Fire District personnel shall wear attire that clearly identifies them as affiliated with the Fire District, in order to avoid public confusion regarding the presence and use of the Vehicles on trails.

SIXTH: Except as otherwise expressly stated in this Agreement, no payment shall be made by the County to the Fire District for out-of-pocket expenses or disbursements made in connection with the Services to be performed during the term of this current agreement.

The Fire District shall, at no additional charge, furnish all labor, services, materials, tools, equipment and other appliances necessary to provide the Services, unless specific additional charges are expressly permitted under this Agreement.

SEVENTH: The Fire District will notify the Commissioner within forty-eight (48) hours after the call has closed of any call outs or emergency responses that take place on the Property. The Fire District will also provide the Commissioner with copies of State mandated reports of all fire activities within thirty (30) days of their submission to the State, in accordance with and pursuant to applicable state law and/or applicable state and municipal requirements.

EIGHTH: To encourage knowledge of, and familiarity with, the Property, its trails, structures, areas and environs, members of the Fire District and their accompanying family members, shall have free access to the Ward Pound Ridge Reservation and the overnight shelters upon presentation of proper Fire District identification, noting that it will be necessary to display a valid identification card in each vehicle upon arrival. Use of overnight shelters will be scheduled upon the presentation of a valid Fire District identification card and is based on availability. The use of more than one shelter on any given date must be scheduled in advance and subject to the prior approval of the Commissioner. The Commissioner reserves the right, in his/her sole discretion, to deny any such requests made by the Fire District.

NINTH: In the event the District determines that there has been a material breach by the County of any of the terms of the Agreement and such breach remains uncured for twenty (20) days after service on the County of written notice thereof, the District, in addition to any other right or remedy it might have, may terminate this Agreement, such termination being effective on the day after the twenty (20) day cure period. Upon termination, the District shall have no further obligation to provide the Services hereunder.

In the event the County determines that there has been a material breach by the District of any of the terms of the Agreement and such breach remains uncured for twenty (20) days after service on the District of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this Agreement, such termination being effective on the day after the twenty (20) day cure period.

TENTH: Any purported delegation of duties or assignment of rights under this Agreement without the prior express written consent of the County is void. The Fire District shall not subcontract any part of the work without the written consent of the County. All subcontracts shall provide that subcontractors are subject to all terms and conditions set forth in the contract documents. All work performed by a subcontractor shall be deemed work performed by the Fire District.

ELEVENTH: Nothing in this Agreement shall be misconstrued to diminish or affect the right of the Fire District to summon “Mutual Aid” when necessary in the judgment of the District Officer in charge.

TWELFTH: The Fire District shall comply, at its own expense, with the provisions of all applicable state and municipal requirements and with all state and federal laws applicable to the Fire District, including, without limitation, those applicable to the Fire District for the related activities and rescue operations.

THIRTEENTH: The Fire District agrees to maintain insurance as set forth in the insurance requirements contained in Schedule “C” entitled “Standard Insurance Provisions”, attached hereto and made a part hereof. Furthermore, in addition to and not in limitation of the insurance requirements contained in Schedule “C”, the Fire District agrees that it will maintain insurance on each of the Vehicles throughout the duration of this Agreement. The County, at its sole cost and expense, shall procure and maintain, throughout the term of this Agreement, property insurance for “all risks”, as its interests may appear, on the structure and its improvements to the extent of one hundred percent (100%) of the insurable replacement value. The District, at its sole cost and expense, shall be responsible for insuring its own contents in the structure for their full replacement value.

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

To the County:

Commissioner of Emergency Services
County of Westchester
4 Dana Road
Valhalla, New York 10595

with a copy to:

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

To the Fire District:

Pound Ridge Fire District
Attn: Chief
PO Box 468, 80 Westchester Avenue
Pound Ridge, New York 10576

With a copy to:

Pound Ridge Fire District
Attn: Chair of the Board
PO Box 468, 80 Westchester Avenue
Pound Ridge, New York 10576

Notice shall be effective on the date of receipt.

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

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

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

EIGHTEENTH: It is expressly understood and agreed that no building, structure, equipment or space is leased to the Fire District, and no greater privilege for the use of the Storage Facility is granted by the County, except as expressly set forth herein. The Fire District's privilege to use and occupy any space assigned to it shall continue only so long as the Fire District shall

comply with each and every term and condition of this Agreement and the County does not elect to terminate this Agreement earlier.

NINETEENTH: Within twenty (20) days of the expiration or earlier termination of this Agreement, the Fire District shall remove the Fire District Equipment from the Storage Facility.

TWENTIETH: The Fire District shall not do or permit to be done any practice or activity at the Property which may pose a hazard to persons, the Property, or the areas adjoining the Property. The Fire District shall not use, spill, release, or store, or allow others to use, spill, release, or store materials deemed toxic or hazardous by any government agency having jurisdiction over the Property, except that, the Fire District shall be permitted to fill up and store each Vehicle's tank with either gasoline or diesel fuel, and maintain or store up to thirty (30) gallons of fuel, in accordance with and pursuant to the most recent version of the New York State Fire Code, and other state rules and regulations.. The Fire District agrees to fully cooperate with County at all times both during the Term and at termination, in regard to any applicable environmental regulations.

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

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

TWENTY-SECOND: The Fire District assumes all risks of its operations at the Property including all risk of loss in connection with their Fire District Equipment and/or their use of the Storage Facility. It is hereby understood that in no event shall the County be construed to be responsible, as a bailee or otherwise, for any loss or damage to Fire District Equipment. The Fire District expressly releases the County from any and all liability relating to any loss, injury or

damage which may happen to any person or property of the Fire District, or of the Fire District's employees, invitees, or of persons claiming under the Fire District, while on or about the Property.

TWENTY-THIRD: This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement and any disputes hereunder shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that any cause of action arising out of this Agreement shall be brought in the County of Westchester.

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

TWENTY-FOURTH: The County will install a Knox Box on the Fire Tower to assure access by the PRFD.

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

THE COUNTY OF WESTCHESTER

By: _____
Susan Spear, Commissioner
Department of Emergency Services

By: _____
Kathleen M. O’Connor, Commissioner
Department of Parks, Recreation and
Conservation

POUND RIDGE FIRE DISTRICT

By: _____
Name: _____
Title: _____

Approved by the Board of Legislators of the County of Westchester at a meeting duly held on the _____ day of _____, 2026 by Act No. 2026 - _____.

Approved:

Assistant County Attorney
The County of Westchester
k/sjc/des/Pound Ridge Fire District CON 136710

FIRE DISTRICT ACKNOWLEDGMENT

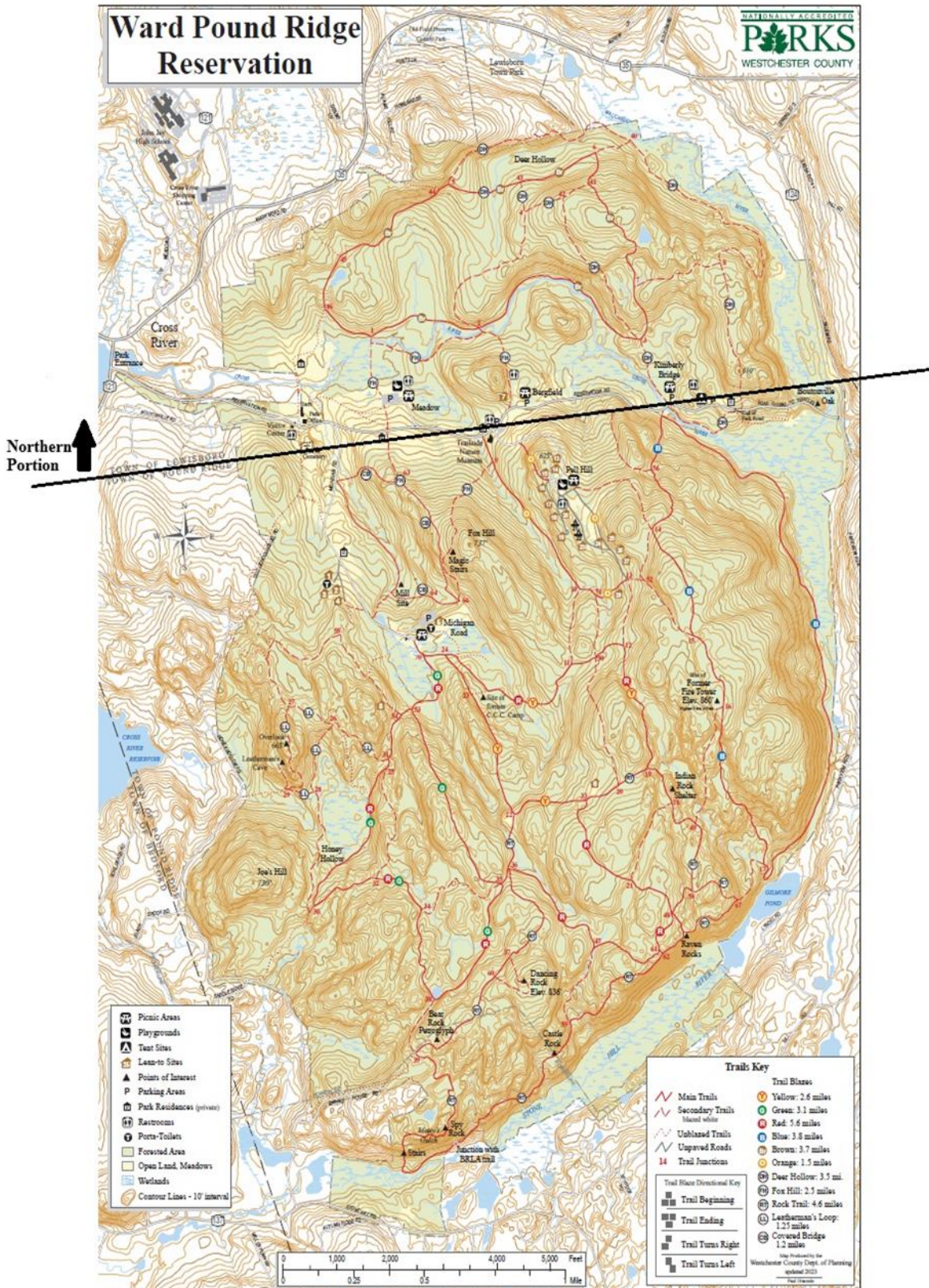
STATE OF NEW YORK)
) ss.:
COUNTY OF WESTCHESTER)

On the _____ day of _____ in the year 2026,
_____, known to me, or proven on the basis of satisfactory evidence,
to be the individual who has subscribed to the within instrument, personally appeared before me
and acknowledged to me that she/he executed the same in his/her duly authorized capacity, and
that by his/her signature on the instrument, the individual, or the person on whose behalf the
individual acted, executed the instrument and acknowledged, if operating under a trade name, that
the certificate required by the New York State General Business Law, Section 130 has been filed
as required therein.

Notary Public

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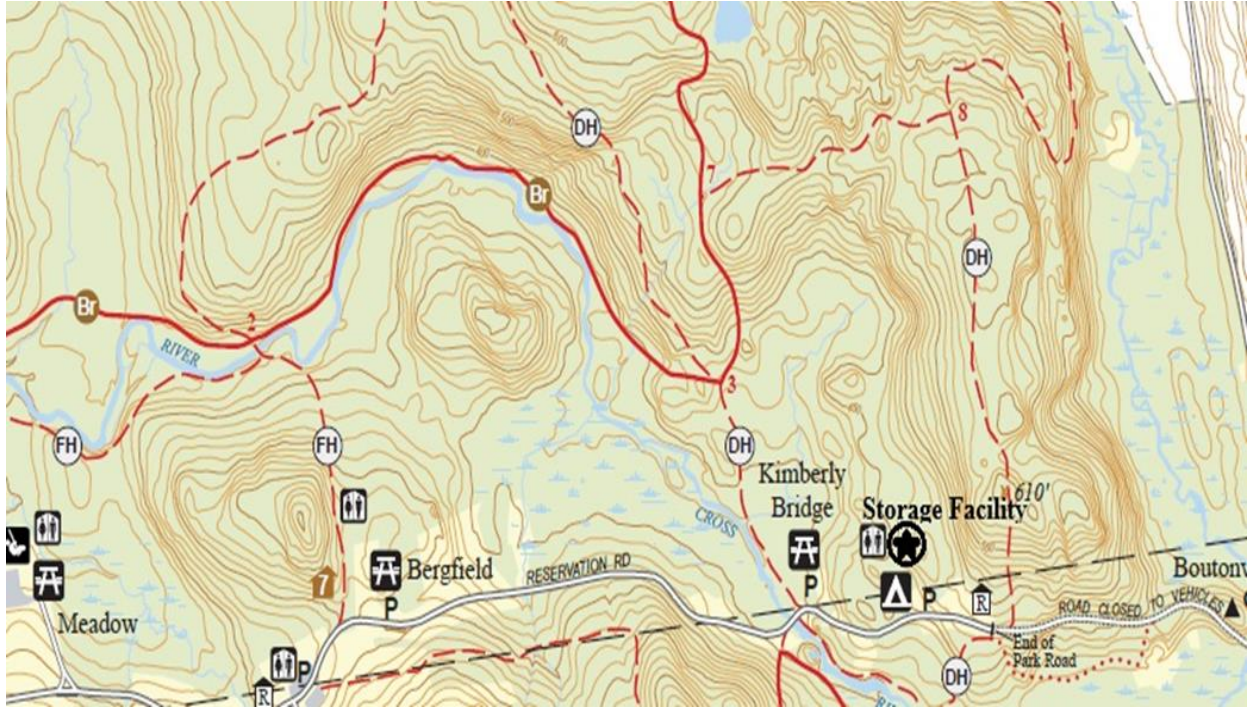
SCHEDULE "A"



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SCHEDULE "B"



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SCHEDULE “C” **STANDARD INSURANCE SCHEDULE** **(Ward Pound Ridge Reservation – Inter-Municipal Agreement)**

1. Prior to commencing the services, and through the term of the Agreement, the Fire District shall obtain at its own cost and expense the required insurance as delineated below. Except for the Workers’ Compensation coverage required pursuant to Section 2(a) of this Schedule, the Fire District shall obtain the required insurance from insurance companies licensed in the State of New York, carrying a Best’s financial rating of A or better. Fire District shall provide evidence of 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”). All notices shall name the Fire District and identify the Agreement.

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

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

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

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

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

- (a) Workers' Compensation coverage that complies with the New York State Workers' Compensation Law, providing mandatory coverage for paid staff and Volunteer Firefighters' Benefits Law (VFBL) for volunteers injured in the line of duty.
- (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:

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

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

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

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

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

3. Unless otherwise indicated, all policies of the Fire District shall be endorsed to contain the following clauses:

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

NOTE: The Fire District’s Workers’ Compensation policy shall not be required to contain the clause set forth in Section 3(a).

(b) 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.

(c) 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 Fire District.

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

Your Committee is in receipt of a communication from the County Executive recommending the adoption of an Act which, if approved by your Honorable Board, would authorize the County of Westchester (the “County”), acting by and through its Youth Bureau, to enter into an inter-municipal agreement (“IMA”) with the Village of Tarrytown (the “Village”) pursuant to which the Village will operate a positive youth development program known as the Tarrytown/Sleepy Hollow Summer Camp (the “Program”) for youth ages 3 through 11 years, for a term commencing retroactively on January 1, 2026 and continuing through December 31, 2026. Activities offered at the camp will include arts and crafts, sports, swimming, and other summer activities. In consideration for services rendered, the County will pay the Village an amount not to exceed Twenty-Nine Thousand One Hundred Ninety-Three and 00/100 (\$29,193.00) Dollars, pursuant to an approved budget. This Program and its components have been very successful in the past.

Your Committee is advised that the proposed IMA is exempt from the Westchester County Procurement Policy and Procedures pursuant to Section 3(a)xviii thereof, which exempts “Any procurement for the purpose of entering into a contract or contracts with persons for the creation and support of recreation projects, youth service projects and other appropriate programs and services for the prevention of delinquency and youth crime and the advancement of the moral, physical, mental and social well-being of the youth of Westchester County.”

In addition, the Department of Planning has advised that the proposed IMA does not meet the definition of an action under the New York State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617. Please refer to the memorandum from the

Department of Planning dated January 9, 2026, which is on file with the Clerk of the Board of Legislators. Your Committee concurs with this recommendation

It should be noted that an affirmative vote of a majority of the members of your Honorable Board is required in order to adopt the attached Act. Accordingly, your Committee recommends the adoption of the proposed Act.

Dated: _____, 2026
White Plains, New York

COMMITTEE ON

K:sjc 3/31/2026

FISCAL IMPACT STATEMENT

SUBJECT: TARRYTOWN/SLEEPY HOLLOW CAMP NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

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

A) GENERAL FUND AIRPORT SPECIAL REVENUE FUND (Districts)

B) EXPENSES AND REVENUES

Total Current Year Cost \$ 29,193

Total Current Year Revenue \$ 0

Source of Funds (check one): Current Appropriations

Transfer of Existing Appropriations Additional Appropriations Other (explain)

Identify Accounts: 101-52-2508-5100

Potential Related Operating Budget Expenses: Annual Amount \$ 29,193

Describe: The Village will operate its positive youth development program know as the Tarrytown/Sleepy Hollow Camp for youth ages 3 through 11 years.

Potential Related Revenues: Annual Amount \$ 0

Describe: _____

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

Current Year: \$0

Next Four years: NA

Prepared by: Gregg Peterson


Title: Financial Coordinator

Department: CEO/Youth Bureau

Reviewed By: _____

Budget Director


4/20/26

If you need more space, please attach additional sheets.

ACT NO. 2026 - _____

AN ACT authorizing the County of Westchester to enter into an inter-municipal agreement with the Village of Tarrytown, pursuant to which the municipality will operate a positive youth development program known as the Tarrytown/Sleepy Hollow Summer Camp, for a term commencing retroactively on January 1, 2026 and expiring on December 31, 2026 for a total amount not to exceed Twenty-Nine Thousand One Hundred Ninety-Three and 00/100 (\$29,193.00) Dollars.

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

Section 1. The County of Westchester, acting by and through its Youth Bureau (the “County”), is hereby authorized to enter into an inter-municipal agreement (the “IMA”) with the Village of Tarrytown (the “Village”) pursuant to which the Village will operate a positive youth development program known as the Tarrytown/Sleepy Hollow Summer Camp for youth ages 3 through 11 years, for a term commencing retroactively on January 1, 2026 and continuing through December 31, 2026.

§2. In consideration for services rendered, the County will pay the Village an amount not to exceed Twenty-Nine Thousand One Hundred Ninety-Three and 00/100 (\$29,193.00) Dollars, pursuant to an approved budget.

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

§4. This Act shall take effect immediately.

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THIS AGREEMENT, made _____, by and between:

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

and

VILLAGE OF TARRYTOWN, a municipal corporation of the State of New York, having an office and place of business at One Depot Plaza, Tarrytown, New York 10591 (hereinafter referred to as the “Municipality”).

WITNESSETH:

WHEREAS, the County desires that the Municipality provide its positive youth development program known as the TARRYTOWN/ SLEEPY HOLLOW CAMP (the “Program”); and

WHEREAS, the Municipality is willing to provide the Program, upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises and the covenants and agreements herein contained, the parties hereto agree as follows:

FIRST: The Municipality shall provide the Program, as more fully described in Schedule “A,” which is attached hereto and made a part hereof (the “Work”). The Work shall be carried out by the Municipality in accordance with current industry standards and trade practices.

SECOND: The term of this Agreement shall commence retroactively on January 1, 2026 and shall terminate on December 31, 2026 unless terminated earlier pursuant to the provisions of this Agreement.

The Municipality shall report to the County on its progress toward completing the Work, as the Executive Director of the Westchester County Youth Bureau (the “Executive Director”) may request, and shall immediately inform the Executive Director in writing of any cause for delay in the performance of its obligations under this Agreement.

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THIRD: For the Work to be performed pursuant to Paragraph “FIRST”, the County shall pay the Municipality an amount not to exceed TWENTY-NINE THOUSAND ONE HUNDRED NINETY-THREE AND 00/100 (\$29,193.00) DOLLARS, for expenses actually incurred and paid by the Municipality after receipt of vouchers and/or reports forms in the manner prescribed by the County, in accordance with the Budget which is attached hereto and made a part hereof as Schedule “B”. Except as otherwise expressly stated in this Agreement, no payment shall be made by the County to the Municipality for out of pocket expenses or disbursements made in connection with the services rendered or the work to be performed hereunder.

The Municipality shall submit an invoice in support of each and every request for payment to be made, including any request for partial payment if such is permitted hereunder. Each such invoice shall be uniquely numbered and shall only be paid after approval by the Director.

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

FOURTH: The Municipality shall provide the County with a report to be submitted within thirty (30) days of execution of this Agreement and periodically thereafter as requested by the County, which shall set forth in detail the services performed under the Agreement, the activities, progress and accomplishments under the Agreement, the amount of funds expended for each task performed and the extent and manner in which the goals, objectives and standards established for the Agreement have been met by the Municipality. The above report shall be certified by an officer or director of the Municipality.

The County shall have the right, at its option and at its sole cost and expense, to audit such books and records of the Municipality as are reasonably pertinent to this Agreement to substantiate the basis for payment. The County may withhold payment of funds hereunder for cause found in the course of an audit or because of failure of the Municipality to cooperate with an audit. The County shall, in addition, have the right to audit such books and records subsequent to payment, if such audit is commenced within one (1) year following termination of this Agreement, and to perform random audits during the term of this Agreement. In the event an audit performed by the County reflects overpayment by the County or that monies were not fully expended or that monies

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were improperly expended, then the Municipality shall reimburse to the County the cost of such audit (if the audit was done by the County or on the County's behalf) and the amount of such overpayment, underpayment or improper payment, within thirty (30) days of notice from the County.

The Municipality further agrees to permit designated employees or agents of the County reasonable on-site inspection of the work being performed by the Municipality under this Agreement, its books, accounts, financial audits and records and agrees to keep records necessary to disclose fully the receipt and disposition of funds received under this agreement. Unless the County shall, in writing, advise the Municipality to the contrary, the Municipality shall retain all financial records related to this Agreement for a period of ten (10) years after the expiration or termination of this Agreement.

In no event shall final payment be made to the Municipality prior to completion of all Work, the submission of reports and the approval of same by the County Executive or his duly authorized designee.

FIFTH: The parties recognize and acknowledge that the obligations of the County under this Agreement are subject to annual appropriations by its Board of Legislators pursuant to the Laws of Westchester County. Therefore, this Agreement shall be deemed executory only to the extent of the monies appropriated and available. The County shall have no liability under this Agreement beyond funds appropriated and available for payment pursuant to this Agreement. The parties understand and intend that the obligation of the County hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of the County. The County shall pay amounts due under this Agreement exclusively from legally available funds appropriated for this purpose. The County shall retain the right, upon the occurrence of the adoption of any County Budget by its Board of Legislators during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such County Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein. If the

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County subsequently offers to pay a reduced amount to the Municipality, then the Municipality shall have the right to terminate this Agreement upon reasonable prior written notice.

This Agreement is also subject to further financial analysis of the impact of any New York State Budget (the “State Budget”) proposed and adopted during the term of this Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Municipality, then the Municipality shall have the right to terminate this Agreement upon reasonable prior written notice.

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

(a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the sole negligence of the County, the Municipality shall indemnify and hold harmless the County, its officers, employees 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 performance or failure to perform hereunder by the Municipality or third parties under the direction or control of the Municipality; and

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

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

SEVENTH: (a) The County reserves the right to cancel this Agreement upon thirty (30) days prior written notice to the Municipality when it deems it to be in its best interests to do so. In

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such event, the Municipality shall be compensated and the County shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination at the rates specified in Schedule “B.”

In the event of a dispute as to the value of the services rendered by the Municipality prior to the date of termination, it is understood and agreed that the County shall determine the value of such services rendered by the Municipality. Such reasonable and good faith determination shall be accepted by the Municipality as final.

(b) In the event the County determines that there has been a material breach by the Municipality of any of the terms of the Agreement and such breach either, (i) remains uncured for ten (10) days after service on the Municipality of written notice thereof, or (ii) is not capable of being cured, the County, in addition to any other right or remedy it might have, may terminate this Agreement and the County shall have the right, power and authority to complete the services provided for in this Agreement, or contract for their completion, and any additional expense or cost of such completion shall be charged to and paid by the Municipality. Notice hereunder shall be effective on the date of receipt.

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

NINTH: The Municipality shall comply, at its own expense, with the provisions of all applicable federal, state and local laws, rules, regulations, orders or ordinances and requirements of every kind and nature, which now exist or are hereinafter be enacted or promulgated (“Laws”) applicable to this Agreement, the Municipality or the Work to be performed hereunder. Without limiting the generality of the foregoing, the Municipality further agrees to comply, at its own

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expense, with all Laws applicable to it as an employer of labor, and all Laws and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subcontractors and others employed to render the Work hereunder.

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

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

ELEVENTH: The Municipality shall not delegate any duties or assign any of its rights under this Agreement without the prior express written consent of the County. The Municipality shall not subcontract any part of the Work without the express written consent of the County, subject to any necessary legal approvals. Any purported delegation of duties, assignment of rights or subcontracting of Work under this Agreement without the prior express written consent of the County is void. All subcontracts that have received such prior written consent shall provide that subcontractors are subject to all terms and conditions set forth in this Agreement. It is recognized and understood by the Municipality that for the purposes of this Agreement, all Work performed by a County-approved subcontractor shall be deemed Work performed by the Municipality and the Municipality shall insure that such subcontracted work is subject to the material terms and conditions of this Agreement. All subcontracts for the Work shall expressly reference the subcontractor's duty to comply with the material terms and conditions of this Agreement and shall

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attach a copy of the County's contract with the Municipality. The Municipality shall obtain a written acknowledgement from the owner and/or chief executive of subcontractor or his/her duly authorized representative that the subcontractor has received a copy of the County's contract, read it and is familiar with the material terms and conditions thereof. The Municipality shall include provisions in its subcontracts designed to ensure that the Municipality and/or its auditor has the right to examine all relevant books, records, documents or electronic data of the subcontractor necessary to review the subcontractor's compliance with the material terms and conditions of this Agreement.

TWELFTH: The Municipality and the County agree that the Municipality and its officers, employees, agents, contractors and/or subcontractors are independent contractors and not employees of the County or any department, agency or unit thereof. In accordance with their status as independent contractors, the Municipality covenants and agrees that neither the Municipality nor any of its officers, employees, agents, contractors and/or subcontractors will hold themselves out as, or claim to be, officers or employees of the County or any department, agency or unit thereof.

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

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

To the County: Executive Director – Youth Bureau
 112 E. Post Road, 3rd floor
 White Plains, New York 10601

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

to the Municipality: Village of Tarrytown
One Depot Plaza
Tarrytown, New York 10591

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

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

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

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

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

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EIGHTEENTH: Schedule “J” is a form entitled, “Westchester County Youth Bureau Corrective Action Request”. This is a sample form that the Municipality can expect to receive if one or more areas where corrective action is required have been identified.

NINETEENTH: This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Westchester.

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

TWENTIETH: The Agreement shall not be enforceable unless signed by the parties and approved by the Office of the County Attorney.

[NO FURTHER TEXT/ SIGNATURE PAGE FOLLOWS]

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

THE COUNTY OF WESTCHESTER

By: _____
Name: Joan McDonald
Title: Acting County Executive

VILLAGE OF TARRYTOWN

By: _____
Name:
Title:

ATTESTATION REGARDING AUTHORITY OF SIGNATORY

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

By: _____
Name:
Title:

Authorized by the Westchester County Board of Legislators of the County of Westchester by Act No. 2026-XXX on the XXth day of XXX, 2026

Approved.

Assistant County Attorney
County of Westchester
k/sjc/yob/Tarrytown Summer Camp AGR 2026
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**SCHEDULE "A"
SCOPE OF SERVICES**

Implementing Agency: Village of Tarrytown	Program Title: Tarrytown/Sleepy Hollow Camp
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FUND AMOUNTS:		
Total Program Amount: \$126,300	Funds Requested: \$29,193	Cost Per Youth: \$842

AUTHORIZED VOUCHER SIGNEES:			
1.	Last Name: Walczewski	First Name: Dan	Title: Recreation Superintendent
2.	Last Name: Slingerland	First Name: Richard	Title: Village Administrator

AGENCY /MUNICIPALITY INFORMATION:				
Implementing Agency is: (check box)		Not For Profit <input type="checkbox"/>		Public <input checked="" type="checkbox"/>
Federal ID Number: 13-600-7334				
Agency Website: www.tarrytownny.gov		Implementing Agency/Municipality: Village of Tarrytown		
Mailing Street Address: 1 Depot Plaza				
Suite/Floor/Room # / P.O. Box:	City: Tarrytown	State: NY	Zip Code: 10591	

AGENCY /MUNICIPALITY EXECUTIVE DIRECTOR :			
Last Name: Slingerland	First Name: Richard	Title: Village Administrator	
Phone Number: 914-862-1802	Extension: 1802	Fax:	Email: rslingerland@tarrytowngov.com

PROGRAM CONTACT PERSON:			
Last Name: Walczewski	First Name: Dan	Title: Recreation Superintendent	
Phone Number: 914-631-8347	Extension: 1095	Fax:	Email: dwalczewski@tarrytownny.gov

PERIOD OF ACTUAL PROGRAM OPERATION :			
HOURS OF OPERATION: 8:30 AM-4:00 PM	Days of operation M-F	From: June 29	To: Aug 7
Other <input type="checkbox"/> explain:			

X Richard Slingerland

X 3-6-2026

EXECUTIVE DIRECTOR / BOARD CHAIRPERSON SIGNATURE

DATE

Village Administrator/CAO

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PROJECTED TOTAL PROGRAM ENROLLMENT 150	
PROGRAM SUMMARY: The Recreation Department provides Day Camp activities to residents of both Tarrytown & Sleepy Hollow. The program runs for 6 weeks and includes activities for youth ages 3-11. Campers participate in Arts & Crafts, sports, & swimming. Camp entertainment includes themed days, on site entertainers, music, special events, and offsite camp trips.	

PROGRAM SITES- Most significant (3 Maximum)					
Type	Address (Street, City, State, Zip)	Assembly District #	NYS Senate District #	Local Planning Board	City Council District
Comm Ctr	Tarrytown Senior Center 240 W Main St, Tarrytown, NY 10591	92	35		
Pool	Tarrytown Rec Center 238 W Main St, Tarrytown, NY 10591	92	35		

Use whole numbers when entering information for Gender, Ethnicity, Age, Target Population, NOT percentages.

GENDER OF PROGRAM PARTICIPANTS (enter number of participants per gender)	# Male 85	# Female 65
---	-----------	-------------

ETHNICITY (Enter number of participants per ethnic group)			
White	Black or African American	Two or more races	Hispanic or Latino
American Indian or Alaskan Native	Asian	Native Hawaiian or other Pacific Islander	

IS TARGET POPULATION SERVING DISCONNECTED YOUTH? (check no or yes)						No <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>
Ages: (enter # of participants in population described)	0-6 60	7-9 80	10-13 10	14-17	18-20	21+	
If "Yes," indicate number of youth:	Youth aging out of foster care:		Children of incarcerated parents:				
Youth in the juvenile justice system who re-enter the community			Runaway and homeless youth				

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1. Physical & Psychological Safety: Safe and health-promoting facilities; practices that increase safe peer group interaction and decrease unsafe or confrontational peer interactions.

The program will adhere to the NYS DOH physical safety requirements as required. Staff will conduct camper orientations every Monday for all campers which will include rules especially pertaining to physical and psychological safety.

2. Appropriate Structure: Limit setting; clear and consistent rules and expectations; firm enough control; continuity and predictability; clear boundaries; age appropriate monitoring.

Staff will receive training prior to camp starting on how to be clear and consistent while abiding by rules and expectations. They will also be trained on how to deal with camper's behaviors and the chain of command.

3. Supportive Relationship: Warmth; closeness; connectedness; good communication; caring; support; guidance; secure attachment; responsiveness.

Staff will be trained as caring, responsible, adult role models and will address youth and family concerns and issues as they arise.

4. Opportunities to Belong: Opportunities for meaningful inclusion, regardless of one's gender; ethnicity; sexual orientation, or disabilities; social inclusion; social engagement, and integration; opportunities for socio-cultural identity formation; support for cultural and bicultural competence.

Program offerings will be relevant, age, and culturally appropriate. Staff will encourage participation by all young people in various activities.

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5. Positive Social Norms: Rules of behavior, expectations; injunctions; ways of doing things; values and morals; obligations for service.

Trained staff and supervisors will ensure appropriate boundaries and expectations for youth and for staff. Staff will model appropriate pro-social behavior and interactions between youth and staff. Staff will intervene as necessary to correct inappropriate behavior and will acknowledge positive social norms.

6. Support for Efficacy & Mattering: Youth-based; empowerment practices that support autonomy; making a real difference in one's community, and being taken seriously. Practices that include enabling, responsibility granting, and meaningful challenge. Practices that focus on improvement rather than on relative current performance levels.

Staff will provide support and encouragement to young people engaged in various program activities.

7. Opportunities for Skill Building: Opportunities to learn physical, intellectual, psychological, emotional, and social skills; exposure to intentional learning experiences, opportunities to learn cultural literacy, communication skills and good habits of mind; preparation for adult employment, and opportunities to develop social and cultural capital.

Throughout the program staff will be trained to help encourage their campers in all aspects of learning as well as to help them build upon their skills.

8. Integration of Family, School, & Community Efforts: Concordance; coordination and synergy among family, school, and community.

Staff will interact with youth and families as needed to address concerns. Staff will provide feedback to families as requested.

Monitoring and Evaluation Methods

9. Monitoring Methods: Monitoring is defined as a systematic review of a funded program based upon the requirements of a contract, rules, regulations, policies, and/or State and Local Laws. It identifies the degree to which a program or operation accomplishes the activities specified in a contract/ application, and how it complies with requirements. Describe your process to be used to monitor on a regular basis. Include who will be responsible, frequency, and documentation of monitoring activities.

Attendance is the primary source of monitoring to ensure that the programs are being used by as many youth in the community as possible.

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10. Evaluation Methods: Evaluation methods are the process to determine the value or amount of success in achieving a pre-determined program or operational goal. Evaluations can identify program strengths and weaknesses in order to improve the program. Evaluations can verify if the program is really running as originally planned. Describe the process to be used to evaluate the attainment of the objectives. Include what will be measured, who will conduct the evaluation, when it will be conducted, and how the results will be used.

If the program popularity dips (as measured by attendance) the program will be refined in order to attract a larger group of youth.

**TOUCHSTONES
FORM 5003
(ADAPTED FROM OCFS)
INDIVIDUAL PROGRAM APPLICATION**
Program Summary-Program Components

*Refer to Touchstones Coding Document to complete.
Choose 1 code for each category listed below.*

IMPLEMENTING CONTRACTOR: Village of Tarrytown
PROGRAM TITLE: Tarrytown/Sleepy Hollow Camp

LIFE AREA: <i>(Enter Code & Description)</i>	2PEH
GOAL: <i>(Enter Code & Description)</i>	21
OBJECTIVE: <i>(Enter Code & Description)</i>	211 213
SOS: <i>(Enter Code & Description)</i>	0232
HOW MUCH: <i>(Enter Code & Description)</i>	0232A.1
HOW WELL: <i>(Enter Code & Description)</i>	0232B.1
BETTER OFF: <i>(Enter Code & Description)</i>	0232C.3 0232C.1

Use whole numbers when entering information for Gender, Ethnicity, Ages, and Target Population areas, **NOT percentages**. Please provide the best estimate in the spaces provided below.

PARTICIPANT GENDER:	MALE <u>85</u> FEMALE <u>64</u> TRANS-FEMALE (MALE TO FEMALE) _____ TRANS-MALE (FEMALE TO MALE) _____ GNC/NON-BINARY <u>1</u> CHOSE NOT TO ANSWER _____
ETHNICITY: <i>(Enter number of participants per ethnic group)</i>	WHITE _____ BLACK OR AFRICAN AMERICAN _____ HISPANIC OR LATINO _____ AMERICAN INDIAN OR ALASKAN NATIVE _____ ASIAN _____ NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER _____ TWO OR MORE RACES _____ OTHER/NOT LISTED _____
AGES:	0-4 <u>60</u> 5-9 <u>80</u> 10-14 <u>10</u> 15-17 _____ 18-20 _____ 21+ _____
IS TARGET POPULATION SERVING DISCONNECTED YOUTH? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	
IF "YES," PLEASE DESCRIBE: _____	

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SCHEDULE "B"
BUDGET

For the Period of Operation: Jan 1, 2026 - Dec 31, 2026	Contract #: "To Be Assigned"
Agency/Municipality Name: Village of Tarrytown	Program Title: Tarrytown/Sleepy Hollow Camp

1. PERSONAL SERVICES

Position Title	Rate of Pay	Basis (H,W,BW, SM)	Total Program Amount	Total Funds Requested for this Program
[8] counselors X 30 hrs. X 6 weeks X 14.25/hr.	14.25/hr	30 hrs./ week	\$20,520	
directors salary	35.00/hr	30 hrs./week	\$6,300	
camp specialist director	19.78/hr	20 hrs./ week	\$2,373	
			-	
TOTAL SALARIES AND WAGES			29,193	
TOTAL FRINGE BENEFITS				
TOTAL PERSONNEL SERVICES (1)			\$ 29,193	

2. CONTRACTED SERVICES AND STIPENDS

Type of Service or Consultant Title	Rate of Pay	Base (S,M,HR)	Total Program Amount	Total Funds Requested for this Program
TOTAL CONTRACTED SERVICES AND STIPENDS (2)			\$ -	

3. MAINTENANCE & OPERATION

Complete Attachment "E"	Total Program Amount	
TOTAL MAINTENANCE AND OPERATION (3)		

TOTAL PROGRAM AMOUNT **\$ 29,193**

TOTAL WCYB FUNDS REQUESTED **\$ 29,193**

List Other Funding Sources	\$ 29,193	Reimbursable Total
	\$ -	Municipal Funding
	\$ -	Other Sources

SCHEDULE “C”
STANDARD INSURANCE PROVISIONS
(Youth & Human Services)

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. The Municipality shall provide evidence of such insurance to the County of Westchester (“County”), either by providing a copy of policies and/or certificates as may be required and approved by the Director of Risk Management of the County (“Director”). The policies or certificates thereof shall provide that ten (10) days prior to cancellation or material change in the policy, notices of same shall be given to the Director either by overnight mail or personal delivery for all of the following stated insurance policies. All notices shall name the Municipality and identify the Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- i. Owned automobiles.
- ii. Hired automobiles.

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iii. Non-owned automobiles.

e) Abuse and Molestation Liability, either by separate policy of insurance or through endorsement to the General Liability Policy or Professional Liability Policy. (Limits of \$1,000,000.00 per occurrence/2,000,000 aggregate). This insurance shall include coverage for the following, including coverage for client on client, counselor client, and third parties:

- i. Misconduct
- ii. Abuse (including both physical and sexual)
- iii. Molestation

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

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

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

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

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

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SCHEDULE "D"

[INTENTIONALLY OMITTED]

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YBBOL2608 / VILLAGE OF TARRYTOWN

SCHEDULE "E"

[INTENTIONALLY OMITTED]

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SCHEDULE "F"

[INTENTIONALLY OMITTED]

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SCHEDULE "G"

[INTENTIONALLY OMITTED]

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SCHEDULE "H"

[INTENTIONALLY OMITTED]

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SCHEDULE "I"

VENDOR DIRECT PROGRAM - ELECTRONIC FUNDS TRANSFER

The Contractor shall complete the "Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form" as part of the County's 'Vendor Direct' program utilizing Electronic Funds Transfer ("EFT") payments.

The County will deposit payments via EFT two business days after the voucher/invoice is processed. Please note that Saturdays, Sundays, and legal holidays are not considered business days.

Under the Vendor Direct program, the Contractor will receive an e-mail notification one day prior to the day the payment will be credited to its designated account. The e-mail notification will come in the form of a remittance advice with the same information that would appear on a paper check stub, and will contain the date that the funds will be credited to its account.

The Contractor shall contact the County in the same manner for a discrepancy in the amount received via EFT as it would for a discrepancy in the amount received in a paper check.

In the unlikely event that the Contractor did not receive the money in its designated bank account on the date indicated in the e-mail, the Contractor shall contact the County's Finance Department's Accounts Payable Office at 914-995-2788.

The Contractor shall promptly notify the County whenever it changes any information regarding, or closes, the bank account that it enrolled in the Vendor Direct program for EFT payments. The Contractor shall then complete, and provide to the County, a new "Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form". The Contractor shall contact the County's Finance Department's Accounts Payable Office at 914-995-2788 to obtain a new form.

[NO FURTHER TEXT ON THIS PAGE]

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	Westchester County • Department of Finance • Treasury Division	Authorization is: (check one)
	Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form	<input type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> No Change

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

Section I - Vendor Information

1. Vendor Name:										
2. Taxpayer ID Number or Social Security Number:		<table border="1" style="width: 100px; height: 20px;"> <tr> <td style="width: 12.5px;"> </td> <td style="width: 12.5px;"> </td> <td style="width: 12.5px;"> </td> <td style="width: 12.5px;"> </td> <td style="width: 12.5px;"> </td> <td style="width: 12.5px;"> </td> <td style="width: 12.5px;"> </td> <td style="width: 12.5px;"> </td> </tr> </table>								
3. Vendor Primary Address										
4. Contact Person Name:		Contact Person Telephone Number:								
5. Vendor E-Mail Addresses for Remittance Notification:										
6. Vendor Certification: <i>I have read and understand the Vendor Direct Payment Program and hereby authorize payments to be received by electronic funds transfer into the bank that I designate in Section II. I further understand that in the event that an erroneous electronic payment is sent, Westchester County reserves the right to reverse the electronic payment. In the event that a reversal cannot be implemented, Westchester County will utilize any other lawful means to retrieve payments to which the payee was not entitled.</i>										
_____	_____	_____								
Authorized Signature	Print Name/Title	Date								

Section II- Financial Institution Information

7. Bank Name:										
8. Bank Address:										
9. Routing Transit Number:		10. Account Type:								
<table border="1" style="width: 100px; height: 20px;"> <tr> <td style="width: 12.5px;"> </td> <td style="width: 12.5px;"> </td> <td style="width: 12.5px;"> </td> <td style="width: 12.5px;"> </td> <td style="width: 12.5px;"> </td> <td style="width: 12.5px;"> </td> <td style="width: 12.5px;"> </td> <td style="width: 12.5px;"> </td> </tr> </table>										(check one) <input type="checkbox"/> Checking <input type="checkbox"/> Savings
11. Bank Account Number:		12. Bank Account Title:								
13. Bank Contact Person Name:		Telephone Number:								
14. FINANCIAL INSTITUTION CERTIFICATION (required ONLY if directing funds into a Savings Account OR if a voided check is not attached to this form): <i>I certify that the account number and type of account is maintained in the name of the vendor named above. As a representative of the named financial Institution, I certify that this financial Institution is ACH capable and agrees to receive and deposit payments to the account shown.</i>										
_____	_____	_____								
Authorized Signature	Print Name / Title	Date								

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

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**Electronic Funds Transfer (EFT)
Vendor Direct Payment Authorization Form**

GENERAL INSTRUCTIONS

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

Section I - VENDOR INFORMATION

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

Section II - FINANCIAL INSTITUTION INFORMATION

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

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SCHEDULE "J"
WESTCHESTER COUNTY YOUTH BUREAU
SAMPLE CORRECTIVE ACTION REQUEST

To: Program Contact: Organization Name:	From: Name of YB Program Monitor
Program Name:	Email:
Action Request Date:	
Action Due by:	

1st Notice

**2nd Notice
Notice**

Final

Monitoring of the abovementioned program has identified one or more areas where corrective action is required. Please see the item(s) checked below along with monitor notes for the appropriate plan of action. All requests for corrective action(s) must be addressed within 30 days of this notice.

- Monthly Statistical Report(s) are outstanding.
- Quarterly Statistical Report(s) are outstanding.
- Annual Report is outstanding.
- Failure to respond to site visit request(s).
- Failure to submit fiscal claim(s).

Program Monitor Notes:

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TRANSMITTAL MEMO

To: The Honorable Members of the Board of Legislators

From: John M. Nonna, Westchester County Attorney

Date: April 28, 2026

Re: Request for authorization to settle the lawsuit of *Eugene and Sarah Elizabeth Gasparre v. County Of Westchester*, in Supreme Court Westchester County, Index No. 64094/2014, for the amount of \$400,000.00, inclusive of attorney's fees.

Attached for your consideration is an Act which if enacted by your Board would authorize the settlement of the lawsuit of *Eugene and Sarah Elizabeth Gasparre v. County Of Westchester*, in Supreme Court Westchester County, Index No. 64094/2014, for the amount of \$400,000.00, inclusive of attorney's fees.

This is a claim for physical injuries stemming from exposure to biohazardous material while plaintiff Eugene Gasparre was working at the County's New Rochelle Wastewater Treatment plant at 1 LeFevres Lane, New Rochelle. At the time of the exposure, Gasparre was employed as a laborer by Yonkers Contracting Co., Inc. and working at the facility in connection with a capital improvement project. Gasparre claimed that he was exposed to biohazardous substances after handling wood planking stored near sewage waste bins that become contaminated as a result of raw sewage draining from those bins. Gasparre has alleged permanent gastrointestinal injuries as a result of this exposure. Gasparre brought his claims under the strict liability provisions of the New York State Labor Law.

The Law Department believes a settlement of plaintiffs' claims would be in the best interests of the County of Westchester. Under the factual and legal circumstances of this case, I believe the settlement is reasonable and recommend its approval.

Therefore, I am respectfully requesting that this Honorable Board pass the accompanying Act authorizing the settlement of these claims.

FISCAL IMPACT STATEMENT

SUBJECT: _____

NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

SECTION A - FUND

GENERAL FUND

AIRPORT FUND

SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense _____

Total Current Year Revenue _____

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

Identify Accounts: _____

Potential Related Operating Budget Expenses: Annual Amount _____

Describe: _____

Potential Related Operating Budget Revenues: Annual Amount _____

Describe: _____

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

Current Year: _____

Next Four Years: _____

Prepared by: _____ **Approved by:** _____

Title: _____ **Budget Director**

Department: _____ **Date:** _____

Date: _____

BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER

Your Committee is in receipt of a proposed Act which, if enacted by your Board, would authorize the settlement of the lawsuit of *Eugene and Sarah Elizabeth Gasparre v. County Of Westchester*, in Supreme Court Westchester County, Index No. 64094/2014, for the amount of \$400,000.00, inclusive of attorney's fees.

Your Committee is informed, this matter arises from plaintiff Eugene Gasparre's ("Gasparre") alleged exposure to biohazardous material while he was working at the County's New Rochelle Wastewater Treatment plant ("NRWTP") located at 1 LeFevres Lane, New Rochelle. At the time of the exposure, Gasparre was employed as a laborer by Yonkers Contracting Co., Inc. and working at the facility in connection with a capital improvement project. Gasparre claimed that he was exposed to biohazardous substances after handling wood planking stored near sewage waste bins that become contaminated as a result of raw sewage draining from those bins. Gasparre has alleged permanent gastrointestinal injuries as a result of this exposure. Gasparre brought his claims under the strict liability provisions of the New York State Labor Law.

Your Committee is further informed that this proposed settlement takes into consideration the factual allegations, the nature of plaintiffs' injuries, and the County's potential liability under the New York State Labor Law to maintain the NRWTP in a safe manner for workers on the premises. The County Attorney's Office has advised that, if this matter were to proceed to trial and the County found liable for plaintiffs' injuries, it could expose the County to a substantial monetary verdict.

ACT NO. -2026

AN ACT authorizing the County Attorney to settle the lawsuit of *Eugene and Sarah Elizabeth Gasparre v. County Of Westchester*, in Supreme Court Westchester County, Index No. 64094/2014, for the amount of \$400,000.00, inclusive of attorney's fees.

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

Section 1. The County Attorney is authorized to settle the lawsuit *Eugene and Sarah Elizabeth Gasparre v. County Of Westchester*, in Supreme Court Westchester County, Index No. 64094/2014, for the amount of \$400,000.00, inclusive of attorney's fees.

Section 2. The County Attorney or his designee is hereby authorized and empowered to execute and deliver all documents and take such action as the County Attorney deems necessary or desirable to accomplish the purpose of this Act.

Section 3. This Act shall take effect immediately.

Tyrae Woodson-Samuels

Legislator, 13th District

Chair, Committee on Budget & Appropriations

**Committee Assignments:**

Infrastructure & Housing

Public Safety & Veterans

Intergovernmental Affairs

Small Business

MEMORANDUM OF LEGISLATION

DATE: March 31, 2026

TITLE: Property Record Notification & Deed Theft Prevention Law

SPONSOR: Legislator Tyrae Woodson-Samuels

PURPOSE OR GENERAL IDEA OF BILL: To protect homeowners—particularly seniors and vulnerable residents—from deed theft, fraudulent transfers, and unauthorized encumbrances by establishing a County-operated notification system, in coordination with the Westchester County Clerk, that alerts registered individuals when documents are recorded against their property.

JUSTIFICATION: Deed theft and real estate fraud are increasing across New York State, with seniors and long-time homeowners disproportionately targeted.

Criminal actors often:

- File fraudulent deeds or transfers
- Record unauthorized liens
- Exploit delays in homeowner awareness

The **Westchester County Clerk's Office** is the official custodian of recorded property documents, making it the **central and most appropriate partner** in developing a notification system tied directly to real-time recording activity.

This legislation:

- Leverages the Clerk's existing authority and systems
- Provides homeowners with immediate awareness of filings
- Creates a critical early-warning mechanism to combat fraud

New York City has successfully implemented a similar model through its ACRIS system.

Tyrae Woodson-Samuels
Legislator, 13th District
Chair, Committee on Budget & Appropriations



Committee Assignments:
Infrastructure & Housing
Public Safety & Veterans
Intergovernmental Affairs
Small Business

SUMMARY OF PROVISIONS:

This Local Law establishes a **Property Record Notification Program**, developed and administered in partnership with the **Westchester County Clerk's Office**, with the following provisions:

1. Establishment of Notification System (County Clerk Collaboration)

- The County, **in coordination with the Westchester County Clerk**, shall create and maintain a **free electronic notification system**
- The system shall be integrated, where feasible, with the Clerk's existing recording and indexing systems

2. Real-Time Document Alerts

- The system shall notify registrants when documents are recorded affecting a property, including:
 - Deeds
 - Mortgages
 - Liens
 - Judgments
 - Any recorded instrument affecting ownership interest

3. Eligible Registrants

The following individuals/entities may register:

- Property owners
- Authorized agents (including family members or caregivers)
- Attorneys representing the owner

Tyrae Woodson-Samuels

Legislator, 13th District

Chair, Committee on Budget & Appropriations



Committee Assignments:

Infrastructure & Housing
Public Safety & Veterans
Intergovernmental Affairs
Small Business

- Lienholders
- Executors or administrators of estates

4. Notification Delivery

- Notifications shall be delivered via:
 - Email
 - Optional SMS/text alerts (subject to system capability)
- Alerts shall be triggered upon **recording and indexing** by the County Clerk

5. Registration Process

- Registrants may enroll using:
 - Property address
 - Tax parcel identifier (Section/Block/Lot or equivalent)
- The County Clerk's Office shall assist in ensuring:
 - Accurate property identification
 - Seamless linkage to recorded documents

6. Public Education & Outreach (Joint Effort)

- The County, **in partnership with the County Clerk**, shall conduct a public awareness campaign, including:
 - Targeted outreach to seniors (Dept. of Seniors)
 - Informational materials distributed through Clerk's Office transactions
 - Website, social media promotion and e-blasts
 - Coordination with municipalities and community organizations

Tyrae Woodson-Samuels

Legislator, 13th District

Chair, Committee on Budget & Appropriations

**Committee Assignments:**Infrastructure & Housing
Public Safety & Veterans
Intergovernmental Affairs
Small Business**7. Disclaimer and Limitation of Liability**

- The system shall include appropriate disclaimers that:
 - Notifications are **supplemental and informational only**
 - Failure to receive notice does not affect the validity of any recorded document
 - The County and County Clerk assume no liability for missed or delayed notifications

FISCAL IMPACT:

- **Initial implementation cost for system development or integration with the County Clerk's systems**
 - **Potential use of:**
 - **Existing Clerk technology infrastructure**
 - **State or federal grant funding**
- **Minimal ongoing operational costs**

Long-term savings:

- **Reduced fraud-related litigation**
- **Lower enforcement and investigative costs**

Tyrae Woodson-Samuels

Legislator, 13th District

Chair, Committee on Budget & Appropriations

**Committee Assignments:**

Infrastructure & Housing
 Public Safety & Veterans
 Intergovernmental Affairs
 Small Business

MEMORANDUM OF LEGISLATION**DATE:** March 31, 2026**TITLE:** Public Safety Nuisance & Illegal Housing Enforcement Law**SPONSOR:** Legislator Tyrae Woodson-Samuels

PURPOSE OR GENERAL IDEA OF BILL: To protect residents and neighborhoods by strengthening enforcement tools against illegal housing, chronic nuisance properties, and repeat code violators that undermine public safety and quality of life. Targeting of Zombie Homes/Distressed properties.

JUSTIFICATION: Illegal and unsafe housing conditions:

- Endanger tenants
- Strain municipal services
- Destabilize neighborhoods

This legislation provides a **consistent county-level enforcement mechanism** to support municipalities and deter repeat offenders.

SUMMARY OF PROVISIONS:**Defines “nuisance property” as any property with:**

- Repeated housing, fire, or health code violations
- Documented illegal occupancy (including illegal boarding houses)

Establishes a graduated enforcement framework, including:

- Civil penalties (increasing with repeat violations)
- Administrative hearings
- Authority to place **liens on properties** for unpaid fines

Tyrae Woodson-Samuels
Legislator, 13th District
Chair, Committee on Budget & Appropriations



Committee Assignments:
Infrastructure & Housing
Public Safety & Veterans
Intergovernmental Affairs
Small Business

Authorizes County coordination with:

- Municipal code enforcement
- Department of Health
- Law enforcement agencies

Allows for designation of “chronic violator” status after a defined threshold (e.g., 3–5 violations within 12 months)

Provides authority for:

- Mandatory corrective action plans
- Temporary closure in extreme cases (must be carefully structured legally)

FISCAL IMPACT:

Potential positive revenue from fines and penalties

Reduced long-term costs associated with:

- Emergency response
- Health hazards
- Property deterioration

Tyrae Woodson-Samuels
 Legislator, 13th District
 Chair, Committee on Budget & Appropriations



Committee Assignments:
 Infrastructure & Housing
 Public Safety & Veterans
 Intergovernmental Affairs
 Small Business

MEMORANDUM OF LEGISLATION

DATE: March 31, 2026

TITLE: Accessory Dwelling Unit (ADU) Property Tax Abatement

SPONSOR: Legislator Tyrae Woodson-Samuels

PURPOSE OR GENERAL IDEA OF BILL: To expand the County's housing supply by incentivizing homeowners to create safe, code-compliant accessory dwelling units, thereby increasing affordable and workforce housing options without requiring new large-scale development.

JUSTIFICATION: Westchester County faces a persistent shortage of affordable and workforce housing. ADUs represent a **low-impact, scalable solution** that:

- Utilizes existing housing stock
- Generates income for homeowners
- Increases rental supply without large infrastructure strain

Counties such as Ulster have successfully implemented similar incentives to accelerate ADU creation.

SUMMARY OF PROVISIONS:

- Establishes a **partial real property tax exemption** for owner-occupied residential properties that create a legal ADU
- Provides a **50% exemption on the increased assessed value** attributable to the ADU
- Exemption term: **10 years**, declining on a step-down schedule after Year 5.

Tyrae Woodson-Samuels

Legislator, 13th District

Chair, Committee on Budget & Appropriations



Committee Assignments:

Infrastructure & Housing
Public Safety & Veterans
Intergovernmental Affairs
Small Business

- Requires:
 - Compliance with all local building and fire codes
 - Registration with the County Department of Planning or designated agency
- Authorizes the County to require:
 - Rent reasonableness standards.
- Allows municipalities to **opt in** via local resolution. (To respect Home Rule Zoning Regulations)

Tyrae Woodson-Samuels
 Legislator, 13th District
 Chair, Committee on Budget & Appropriations



Committee Assignments:
 Infrastructure & Housing
 Public Safety & Veterans
 Intergovernmental Affairs
 Small Business

MEMORANDUM OF LEGISLATION

DATE: March 31, 2026

TITLE: Small Business & MWBE Micro-Grant Pilot Program (\$1M)

SPONSOR: Legislator Tyrae Woodson-Samuels

PURPOSE OR GENERAL IDEA OF BILL: To stimulate local economic activity, support entrepreneurship, and provide targeted financial assistance to small businesses, with a dedicated focus on Minority- and Women-Owned Business Enterprises (MWBEs).

JUSTIFICATION: Small businesses are the backbone of the County's economy, yet many lack access to capital. This program:

- Directly injects funds into local businesses
- Supports MWBE equity goals
- Strengthens commercial corridors and downtown districts

SUMMARY OF PROVISIONS:

Establishes a **one-year pilot program** administered by the County Department of Economic Development Appropriates **\$1,000,000 total funding**, allocated as follows:

- **\$500,000 reserved exclusively for MWBEs**
- **\$500,000 for general small business applicants**

Provides grants ranging from:

- **\$5,000 to \$25,000 per business**

Eligible uses include:

- Equipment purchases

Tyrae Woodson-Samuels

Legislator, 13th District

Chair, Committee on Budget & Appropriations



Committee Assignments:

Infrastructure & Housing
Public Safety & Veterans
Intergovernmental Affairs
Small Business

- Leasehold improvements
- Working capital
- Technology upgrades

Requires:

- Simple application process
- Demonstration of business activity within Westchester County

Requires reporting on:

- Jobs retained/created
- Business growth outcomes

FISCAL IMPACT:

- **\$1,000,000 appropriation (pilot)**
- **Expected economic return through:**
 - Job creation
 - Increased sales tax revenue
 - Business retention



Memorandum

Jewel Williams Johnson

Legislator, District 8

Michaelian Office Building

To: Sunday Vanderburgh

From: Jewel Williams Johnson

Date: April 16, 2026

Re.: Establish a rebuttable presumption in regards to the possession of flavored nicotine vapor products

Please place the attached proposal, the adoption of “A LOCAL LAW amending Chapter 535 of the Laws of Westchester County to establish a rebuttable presumption in regards to the possession of flavored nicotine vapor products in the County of Westchester”, on the agenda for the April 20, 2026 meeting of the Westchester County Board of Legislators so that it may be referred to the appropriate committees.

Thank you.

cc: James Silverberg, Legislative Director
Dylan Tragni, Chief of Staff

TO: HONORABLE BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER

Your Committee recommends the adoption of “A LOCAL LAW amending Chapter 535 of the Laws of Westchester County to establish a rebuttable presumption in regards to the possession of flavored nicotine vapor products in Westchester County.”

Your Committee recognizes that, in 2020, New York State banned the sale of flavored nicotine vapor products across the State, with the exception of unflavored and tobacco-flavored products, as well as nicotine vapor products approved by the federal government. The New York State Commissioner of Health had noted prior to the passage of the ban that:

Flavors are largely responsible for the dramatic increase in use of e-cigarettes by youth and are a principal reason that youth initiate and maintain e-cigarette use. According to Department of Health data, nearly 40 percent of 12th grade students and 27 percent of high school students in New York State are now using e-cigarettes, and this increase is largely driven by flavored e-liquids. High school use in 2018 (27.4%) is 160 percent higher than it was in 2014 (10.5%). While New York's high school student cigarette smoking rate dropped from 27.1% in 2000 to a record low of 4.3% in 2016, aggressive marketing strategies promoting flavored e-cigarettes are primed to reverse that trend.

NYS Department of Health, https://health.ny.gov/press/releases/2020/2020-05-18_fl_nicotine_vapor_products_ban.htm. The Commissioner also noted that flavoring had been a “key youth marketing strategy of the vaping/aerosol industry.”

Your Committee further recognizes that the challenge with the New York State law prohibition is that it does not outright ban the possession of flavored nicotine vapor products. Retail dealers are still permitted to sell these products to consumers online and/or in other states or jurisdictions where their sale is legal. According to the County’s Health Department, where a retail dealer is caught in possession of flavored nicotine vapor products, the retail dealer will simply claim that they possess them for purposes of out-of-state or online sales, without any proof thereof, and thereby flouting the New York State ban on the sale of nicotine vapor products. This leaves the Health Department in the position where it is required to not only prove possession, but to prove intent, despite there being no evidence to support the retail dealer’s position.

Your Committee is advised that, this proposed amendment to Chapter 535 of the Laws of Westchester County would close this loophole. If a retail dealer is found to be in possession of flavored nicotine vapor products, there would be a presumption of an intent to sell those products. The retail dealer would have an opportunity to rebut that presumption by a preponderance of the evidence that their possession was only with the intent to sell those products either on-line or out-of-state (where the sale of which is legal) and not in New York State or Westchester County.

As you know, this Honorable Board must comply with the requirements of the State Environmental Quality Review Act (“SEQRA”). The proposed amendment does not meet the definition of an action under New York State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617. Please refer to the memorandum from the Department of Planning dated January 9, 2026, which is on file with the Clerk of the Board of Legislators.

Your Committee, after careful consideration, recommends adoption of this Local Law.

Dated: _____, 2026
White Plains, New York

COMMITTEE ON

RESOLUTION NO. ____ – 2026

RESOLVED, that this Board hold a public hearing pursuant to Section 209.141(4) of the Laws of Westchester County on Local Law Intro. No. ____ - 2026, entitled, “A LOCAL LAW amending Chapter 535 of the Laws of Westchester County to establish a rebuttable presumption in regards to the possession of flavored nicotine vapor products in Westchester County.” The public hearing will be held at __.m. on the ____ day of _____, 2026 in the Chambers of the Board of Legislators, 8th Floor, Michaelian Office Building, White Plains, New York. The Clerk of the Board shall cause notice of the time and date of such hearing to be published at least once in one or more newspapers published in the County of Westchester and selected by the Clerk of the Board for that purpose in the manner and time required by law.

A LOCAL LAW amending Chapter 535 of the Laws of Westchester County to establish a rebuttable presumption in regards to the possession of flavored vapor products in Westchester County.

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

Section 1. Chapter 535 of the Laws of Westchester County is hereby amended to include a new Section 535.21-b, to read as follows:

Sec. 535.21-b. Presumption Related to the New York State Ban on the Sale of Flavored Vapor Products

1. There shall be a rebuttable presumption that a vapor products dealer, as defined in Section 1399-aa(18) of the New York State Public Health Law, in possession of four (4) or more flavored vapor products, as defined by Section 1399-mm-1(1) of the New York State Public Health Law, in or on the premises of a tobacco business or retail establishment possesses those products to sell, offer for sale, or transfer to persons flavored vapor products in violation of Section 1399-mm-1.

2. Any vapor products dealer charged with a violation of Section 1399-mm-1 of the New York State Public Health Law may overcome the presumption in subdivision 1 of this section by establishing based upon a preponderance of the evidence that said vapor products are for sale or offered for sale solely to consumers on-line and residing in other states and jurisdictions where their sale is not prohibited.

Section 2. Effective Date. This Local Law shall take effect immediately.



CITY OF YONKERS

LEGISLATIVE DEPARTMENT - OFFICE OF THE CITY CLERK

VINCENT E. SPANO

CITY CLERK

E-MAIL: VINCENT.SPANO@YONKERSNY.GOV

MICHAEL RAMONDELLI

FIRST DEPUTY, CITY CLERK

E-MAIL: MIKE.RAMONDELLI@YONKERSNY.GOV

NERISSA D. PEÑA

SECOND DEPUTY, CITY CLERK

E-MAIL: NERISSA.PENA@YONKERSNY.GOV

CITY HALL, ROOM 107
40 SOUTH BROADWAY
YONKERS, NEW YORK 10701-3884
(914) 377-6022
FAX: (914) 377-6029

SEQRA

**NOTICE TO SERVE AS LEAD AGENCY PROPOSED IMPROVEMENTS TO THE
TROUBLESOME BROOK**

The City of Yonkers City Council issues this notice for the purpose of determining lead agency pursuant to the requirements of the State Environmental Quality Review Act (SEQRA) and Part 617 (6NYRR Part 617), the Statewide implementing regulations pertaining to SEQRA. If no written objections are received the City Council will assume lead agency 30 days after the date of this notice. This notice has been prepared pursuant to Article 8 of Environmental Conservation Law.

Project Title: Troublesome Brook

Project Location: Yonkers, NY

SEQRA Type: Short EAF

Project: Intention to seek lead agency status for the purposes of SEQRA review for the proposed improvements to the Troublesome Brook

Description: The City of Yonkers aims to improve resiliency to the Troublesome Brook by replacing culverts at Scarsdale Road and Manhattan Avenue to improve stormwater flows, reduce backwater causing erosion, and localized flooding.

Contact Person: Vincent E. Spano
City Clerk
City of Yonkers
40 South Broadway
Yonkers, NY 10701
Tel (914) 377.6020
FAX (914)377.6029

Attachment: Resolution and Short EAF

Copies of this notice have been sent to:

City of Yonkers, Mayor Mike Spano
City of Yonkers, Deputy Mayor Susan Gerry
City of Yonkers, Corporation Counsel, Matt Gallagher, Esq.
City of Yonkers, City Council via Vincent Spano, City Clerk
City of Yonkers, Parks Department
ATTN: Steve Sansone
City of Yonkers, Corporation Council
Attn: Rachel Kravits
City of Yonkers, Department of Engineering
Attn: Paul Summerfield
City of Yonkers, Department of Planning and Development Commissioner
Attn: Charlene Indelicato
City of Yonkers, Department of Public Works
Attn: Thomas Meier
Westchester County Department of Planning
ATTN: David Kvinge, Director of Environmental Planning
Westchester County Department of Planning
ATTN: Blanca Lopez
Westchester County Legislators
Westchester County Planning Board
City of Yonkers Housing and Buildings Department
ATTN: James Gibbons

RESOLUTION NO.48-2026

BY COUNCIL PRESIDENT COLLINS-BELLAMY, MAJORITY LEADER RUBBO, MAJORITY WHIP ROBINSON, MINORITY LEADER BREEN, COUNCILMEMBERS PINEDA-ISAAC, DIAZ, AND HODGES:

A RESOLUTION TO DECLARE THE CITY COUNCIL'S INTENTION TO SEEK LEAD AGENCY STATUS FOR THE PURPOSES OF SEQRA REVIEW FOR THE PROPOSED IMPROVEMENTS TO THE TROUBLESOME BROOK

WHEREAS, The City of Yonkers aims to improve resiliency to the Troublesome Brook by replacing culverts at Scarsdale Road and Manhattan Avenue to improve stormwater flows, reduce backwater causing erosion, and localized flooding; and

WHEREAS, the New York State Environmental Quality Review Act (Article 8 of the Environmental Conservation Law) and the regulations (the "SEQRA Regulations") issued thereunder by the New York State Commissioner of Environmental Conservation (such legislation and regulations being hereinafter referred to collectively as "SEQRA") require the City to consider all environmental factors associated with the proposed Troublesome Brook project prior to further action being taken; and

WHEREAS, the proposed Troublesome Brook project is an "Unlisted Action" pursuant to SEQRA; and

WHEREAS, the City Council desires to establish itself as Lead Agency in accordance with the provisions of 6 NYCRR Part 617 (SEQRA), in order to initiate a review process for the proposed Troublesome Brook project.

NOW, THEREFORE, BE IT RESOLVED by the Yonkers City Council that, the City Council declares its intention to seek Lead Agency status, for purposes of the environmental review of the above project, and will assume Lead Agency of the project in accordance with Part 627 (6 NYCRR Part 627) of the SEQRA regulations; and

BE IT FURTHER RESOLVED, that the City Clerk is hereby directed, on behalf of this Council, to initiate Lead Agency notification and coordinated review with all other involved agencies in this action. If no other involved agency seeks to be Lead Agency within 30 days of the effective date of notice, the City Council shall assume Lead Agency status for purposes of review of this matter; and

RESOLUTION NO.48-2026 (CONTINUED)

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately.

THIS RESOLUTION WAS ADOPTED BY THE CITY COUNCIL AT A STATED MEETING HELD ON TUESDAY, MARCH 10, 2026. BY A VOTE OF 6-0. COUNCIL MEMBER DIAZ WAS ABSENT.

A. Call-Bellamy
COUNCIL PRESIDENT

3/12/2026
DATE

SENT TO MAYOR 3/16/2026
DATE

Mike Spino
MAYOR

APPROVED 3/19/26
DATE

ATTEST:
Vesita Spino
CITY CLERK

3/23/26
DATE

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

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

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

Part 1 – Project and Sponsor Information			
Name of Action or Project: Troublesome Brook Resiliency Improvements			
Project Location (describe, and attach a location map): Scarsdale Rd. and Manhattan Ave culverts over Troublesome Brook			
Brief Description of Proposed Action: Right sizing and replacement of the culverts spanning Troublesome Brook at Scarsdale Rd. and Manhattan Ave. to improve stormwater flows and reduce backwater causing erosion and localized flooding.			
Name of Applicant or Sponsor: City of Yonkers		Telephone: (914) 377-6210 E-Mail: alex.schenck@YonkersNY.gov	
Address: 40 S Broadway			
City/PO: Yonkers		State: NY	Zip Code: 10701
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
			YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: NYS DEC Stream Disturbance			NO <input type="checkbox"/>
			YES <input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action? _____ 0.15 acres			
b. Total acreage to be physically disturbed? _____ 0.15 acres			
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ 0.15 acres			
4. Check all land uses that occur on, are adjoining or near the proposed action:			
<input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify):			
<input checked="" type="checkbox"/> Parkland			

	NO	YES	N/A
5. Is the proposed action,			
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Are public transportation services available at or near the site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ Potable water utility services are not involved in or applicable to this culvert replacement project. _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ No sanitary waste will be generated by the project. _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? Site is substantially contiguous to the Bronx River Parkway Reservation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ The proposed action includes streambank stabilization of the Troublesome Brook at each of the culverts. Alterations are anticipated affect not more than 3,000 sq. ft. of streambank. _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

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

Project:

Date:

***Short Environmental Assessment Form
Part 2 - Impact Assessment***

Part 2 is to be completed by the Lead Agency.

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

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

Project:

Date:

**Short Environmental Assessment Form
Part 3 Determination of Significance**

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

- Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
- Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Name of Lead Agency

Date

Print or Type Name of Responsible Officer in Lead Agency

Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

Signature of Preparer (if different from Responsible Officer)

PRINT FORM

2026-219

HARRIS BEACH MURTHA
ATTORNEYS AT LAW

445 HAMILTON AVENUE, SUITE 1206
WHITE PLAINS, NEW YORK 10601
914.683.1200

ADRIANA M. BARANELLO
ASSOCIATE
DIRECT: (914).298.3023
FAX: 914.683.1210
ABARANELLO@HARRISBEACHMURTHA.COM

April 24, 2026

VIA FEDERAL EXPRESS

#8710-3828-6205

Ms. Lynette Thomas-Braggs, Assessor
Assessment Department
Yonkers City Hall
40 South Broadway, Room 100
Yonkers, New York 10701

RE: City of Yonkers Industrial Development Agency and Miroza T4 LLC –
NYS Form RP-412-a and Tax Agreement

Dear Ms. Thomas-Braggs:

On behalf of the City of Yonkers Industrial Development Agency (the "Agency"), please find enclosed a completed and signed NYS Form RP-412-a, "Application for Real Property Tax Exemption" (the "Application") along with a copy of that certain Tax Agreement, dated as of April 16, 2026 (the "Tax Agreement"), by and between the Agency and Miroza T4 LLC.

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

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

Very truly yours,



Adriana M. Baranello

Enclosures

Ms. Lynette Thomas-Braggs, Assessor
April 24, 2025
Page 2

Schedule A

Via Certified Mail

#9489-0090-0027-6768-9065-36

The Hon. Kenneth W. Jenkins
County Executive
Michaelian Office Building
148 Martine Avenue, 9th Floor
White Plains, New York 10601

Via Certified Mail

#9489-0090-0027-6768-9065-50

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

Via Certified Mail

#9489-0090-0027-6768-9065-74

Westchester County Tax Commission
Attn: Executive Director
110 Dr. Martin Luther King Jr. Blvd.
Room L-222
White Plains, New York 10601

Via Certified Mail

#9489-0090-0027-6768-9065-98

Yonkers Corporation Counsel
Yonkers City Hall
40 South Broadway #300
Yonkers, New York 10701

Via Certified Mail

#9489-0090-0027-6768-9065-43 ✓

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

Via Certified Mail

#9489-0090-0027-6768-9065-67

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

Via Certified Mail

#9489-0090-0027-6768-9065-81

The Hon. Michael Spano
Mayor of the City of Yonkers
Yonkers City Hall
40 South Broadway, Room 200
Yonkers, New York 10701



NYS DEPARTMENT OF TAXATION & FINANCE
OFFICE OF REAL PROPERTY TAX SERVICES

RP-412-a (1/95)

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

1. INDUSTRIAL DEVELOPMENT AGENCY (IDA)

Name City of Yonkers Industrial Development Agency
Street 470 Nepperhan Avenue, Ste. 200
City Yonkers, New York 10701
Telephone no. Day (904) 509-8659
Evening () _____
Contact Jamie McGill
Title Executive Director

2. OCCUPANT (IF OTHER THAN IDA)

(If more than one occupant attach separate listing)

Name Miroza T4 LLC
Street PO Box 155
City Lawrence, NY 11559
Telephone no. Day (516) 568-5259
Evening () _____
Contact Jacob Klein
Title Authorized Representative

3. DESCRIPTION OF PARCEL

- a. Assessment roll description (tax map no./roll year) Section 4; Block 4076; Lot 10 (f/k/a p/o Lot 9)
- b. Street address 599 Ridge Hill Boulevard
(f/k/a p/o 601 Ridge Hill Boulevard)
- c. City, Town or Village Yonkers
- d. School District City of Yonkers
- e. County Westchester
- f. Current assessment _____
- g. Deed to IDA (date recorded; liber and page)
Lease to IDA (pending; pending)
Leaseback (pending; pending)

4. GENERAL DESCRIPTION OF PROPERTY (if necessary, attach plans or specifications)

- a. Brief description (include property use) Property is a new lot partitioned from an existing IDA project. Presently vacant.
- b. Type of construction _____
- c. Square footage _____
- d. Total cost _____
- e. Date construction commenced _____
- f. Projected expiration of exemption (i.e. date when property is no longer possessed, controlled, supervised or under the jurisdiction of IDA) December 31, 2038

5. SUMMARIZE AGREEMENT (IF ANY) AND METHOD TO BE USED FOR PAYMENTS TO BE MADE TO MUNICIPALITY REGARDLESS OF STATUTORY EXEMPTION

(Attach copy of the agreement or extract of the terms relating to the project).

- a. Formula for payment Please see attached Tax Agreement for Lot 10.

- b. Projected expiration date of agreement December 31, 2038

c. Municipal corporations to which payments will be made

	Yes	No
County <u>Westchester</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Town/City <u>Yonkers</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Village _____	<input type="checkbox"/>	<input type="checkbox"/>
School District <u>Yonkers</u>	<input type="checkbox"/>	<input type="checkbox"/>

d. Person or entity responsible for payment

Name Miroza T4 LLC
 Title Authorized Representative
 Address PO Box 155
Lawrence, NY 11559

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

If "No" identify owner and explain IDA rights or interest Telephone (516)568-5259
 in an attached statement. NO - IDA HAS A LEASEHOLD INTEREST IN THE PROPERTY.

6. Is the property receiving or has the property ever received any other exemption from real property taxation? (check one) Yes No

If yes, list the statutory exemption reference and assessment roll year on which granted:
 exemption RP-412-a assessment roll year 2024

7. A copy of this application, including all attachments, has been mailed or delivered on 04/24/2026 (date) to the chief executive official of each municipality within which the project is located as indicated in Item 3.

CERTIFICATION

I, Susan Gerry, Secretary of _____

Name Title
City of Yonkers Industrial Development Agency hereby certify that the information
 Organization

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

2/20/26
 Date

[Signature]
 Signature

FOR USE BY ASSESSOR

1. Date application filed _____
2. Applicable taxable status date _____
- 3a. Agreement (or extract) date _____
- 3b. Projected exemption expiration (year) _____
4. Assessed valuation of parcel in first year of exemption \$ _____
5. Special assessments and special as valorem levies for which the parcel is liable:

Date

Assessor's signature

CITY OF YONKERS INDUSTRIAL DEVELOPMENT AGENCY

AND

MIROZA T4 LLC

TAX AGREEMENT

Dated as of April 16, 2026
Effective as of February 18, 2022

Affected Tax Jurisdictions:

Westchester County
City of Yonkers

Street Address:

599 Ridge Hill Boulevard
(f/k/a p/o 601 Ridge Hill Boulevard)
City of Yonkers, NY 10710
County of Westchester

Tax Map No.:

Section: 4, Block 4076, Lot 10
(f/k/a p/o Section: 4, Block 4076, Lot 9)

TAX AGREEMENT

THIS TAX AGREEMENT (the “Agreement”), dated as of April 16, 2026 and effective as of February 18, 2022, by and between **CITY OF YONKERS INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation duly existing under the laws of the State of New York with its offices located at 470 Nepperhan Avenue, Suite 200, Yonkers, New York 10701 (the “Agency”) and **MIROZA T4 LLC**, a New York limited liability company having offices PO Box 155, Lawrence, New York 11559 (the “Company”).

WITNESSETH:

WHEREAS, the Agency was created by Chapter 83 of the Laws of 1982 of the State of New York pursuant to Title I of Article 18-A of the General Municipal Law of the State of New York (collectively, the “Act”) as a body corporate and politic and as a public benefit corporation of the State of New York; and

WHEREAS, by resolutions previously adopted by the Agency, the Agency appointed the Company the true and lawful agent of the Agency to undertake a certain project (the “Original Project”) consisting of: (i) the acquisition of approximately 2.95 acres of vacant land located 601 Ridge Hill Boulevard (Section: 4, Block 4076, Lot 9) (the “Original Land”); (ii) the construction of a 14 story, 225,000 square foot, 184 unit residential apartment building, of which 166 units shall be “market rate” housing units and 18 units shall be income restricted “affordable” units, along with related amenities (“Tower 3”), including an underground parking garage on the Land (the “Tower 3 Parking Garage,” collectively with Tower 3, the “Improvements”); and (iii) the acquisition and installation in and around the Improvements of certain items of equipment and other tangible personal property (the “Equipment,” which together with the Land and Improvements are the “Original Facility”); and

WHEREAS, by correspondence dated November 11, 2025, the Company notified the Agency that the City of Yonkers, at the request of the Company, subdivided and reapportioned Original Lot 9 to: (i) remove the Tower 3 Parking Garage from Original Lot 9 and move it to an existing adjoining lot known Section 4, Block 4076, Lot 7 (f/k/a p/o Section 4, Block 4076, Lot 9) (as so reapportioned, “Lot 7”); and (ii) subdivide the remaining portion of Lot 9 to create (x) a new lot containing approximately 1.5817 acres of land (“New Lot 9”) (as so reapportioned, the “Reapportioned Facility”) and (y) a new lot containing approximately 1.3652 acres of unimproved land lot to be identified as Section 4, Block 4076, Lot 10 (f/k/a p/o Section 4, Block 4076, Lot 9) as more fully described in Exhibit A attached hereto (the “Land”) (items (i) and (ii) are collectively, the “Reapportionment”); and

WHEREAS, pursuant to that Resolution dated November 18, 2025 (the “Resolution”), the Agency agreed to release Lot 7 and Lot 10 from the Original Project Documents, and execute new project documents for the Land (in substantially the same form as the Original Project Documents”) pursuant to Section 1.4 of the Original Tax Agreement; and

WHEREAS, of even date herewith, Lot 10 will be transferred to the Company; and

WHEREAS, the Agency and the Company intend enter into new project documents to continue the real property tax abatement until Lot 10 is developed as a separate project, at a later time; and

WHEREAS, for the time the Land remains vacant, the Agency is willing to take title to or a leasehold interest in the Land, any improvements that may be affixed thereon the (“Improvements”) and personal property any personal property located thereon (the “Equipment,” and collectively with the Land and the Improvements, the “Facility”) constituting the Facility and lease its interest in said Land, Improvements and Equipment back to the Company pursuant to the terms and conditions contained herein (the “Project”); and

WHEREAS, the Agency has determined that providing the Facility will accomplish, in part, its public purposes; and

WHEREAS, pursuant to Section 874(1) of the Act, the Agency is exempt from the payment of taxes imposed upon real property and improvements owned by it or under its jurisdiction, control or supervision, other than special charges as defined by Section 2.1 which shall be paid by the Company outside this Tax Agreement as billed by the respective third parties; and

WHEREAS, the Agency and the Company deem it necessary and proper to enter into an agreement making provisions for payments in lieu of taxes by the Company to the Agency for the benefit of Westchester County and the City of Yonkers, inclusive of the City of Yonkers Dependent School District (collectively, the “Affected Tax Jurisdictions”); and

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

Section I - Payment in lieu of Ad Valorem Taxes.

Section 1.1 Exemption Application. A.) Subject to the completion and filing by the Agency or its designee at the direction of the Agency on or before the taxable status date **October 15, 2026** (the “Taxable Status Date”) of New York State Form RP-412-a Application For Real Property Tax Exemption (the “Exemption Application”) under Section 412-a of the New York State Real Property Tax Law and Section 874 of the Act and the approval of the Exemption Application by the appropriate assessors or Board of Assessment Review, the Facility shall be exempt from Real Estate Taxes for the periods set forth in Section 1.3. For purposes of the foregoing, “Real Estate Taxes” means all general levy real estate taxes levied against the Facility by the County and City, including Real Estate Taxes levied by the City for its Dependent School District. The Company shall provide the Agency with the information necessary for the completion and filing of the Exemption Application and shall provide such additional information and take such actions as are required by the appropriate assessors or Board of Assessment Review to process and approve the Exemption Application. Notwithstanding anything contained herein or in the Leaseback Agreement to the contrary, in the event the exemption from Real Estate Taxes is denied for any reason, the Company shall pay (and hereby agrees to pay) all Real Estate Taxes levied upon the Facility as they become due, specifically

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

B.) Agreement to Make Payments. The parties agree and acknowledge that payments made under this Agreement are for purposes of obtaining revenues for public purposes, and to provide a revenue source that the Affected Tax Jurisdictions would otherwise lose because the subject parcels are exempt from the payment of real property taxes pursuant to Section 412-a of the Real Property Tax Law and Section 874 of the General Municipal Law. The Company shall pay to the Agency, on September 1 (“Payment Date”) of each year beginning on September 1, 2023 (for the benefit of the Affected Tax Jurisdictions), as an in lieu of tax payment, an amount equal to the Tax Payments as set forth on Schedule A (the “Tax Payments”) for the periods described in Section 1.3.

All Tax Payments shall be mailed to the Agency at: 470 Nepperhan Avenue, Suite 200, Yonkers, New York 10701, or as otherwise directed by the Agency. The Company hereby agrees to make all such Tax Payments without further notice or invoice from the Agency or the Affected Tax Jurisdictions. All checks shall be made payable as directed by the Agency from time to time.

(i) The Company hereby waives any and all rights it may have to any refund of prior tax payments for the periods prior to the periods described in Section 1.3.

(ii) The Agency and the Company intend to establish a fixed payment schedule of Tax Payments that are in lieu of real estate taxes with respect to the Facility that, absent a default by the Company or a change in law, shall provide tax certainty for the Company and revenue certainty for the Affected Tax Jurisdictions. The parties hereto acknowledge that the Company shall have all of the rights and remedies of a taxpayer, including the right to institute a grievance with respect to Real Estate Taxes as provided below. The Company hereby agrees for the benefit of the Affected Tax Jurisdictions to not seek a refund of any taxes paid or to be paid for periods prior to the periods described in Section 1.3.

(iii) Right to Grieve Assessed Value of the Property for Purposes of Calculating Full Taxes. Notwithstanding the foregoing, the Company shall have the right to institute a judicial or other review of the assessed value of the Facility, whether pursuant to the provisions of Article 7 of the RPTL or other applicable law, as the same may be amended from time to time; provided, however, that no such judicial or other review or settlement thereof shall have any effect on the Company’s obligations under this Agreement,

including, without limitation, the Company's obligation to make the Tax Payments when due. Such judicial or other review shall only be for purposes of setting the assessed value of the Facility as though the Facility was on the tax rolls of each Affected Tax Jurisdiction as taxable real property, but shall have no effect on the other terms of this Agreement or the tax-exempt status of the Facility during the term of this Agreement. Furthermore, the Company shall not seek a refund of any Tax Payments or taxes paid or to be paid and expressly waives and releases its right to seek such refund.

(iv) Right to Grieve Assessed Value of the Property for Purposes of Calculating Special Charges. At any time during the term of this Agreement, the Company shall only be entitled to institute a grievance which would cause an adjustment of the Special Charges (as defined in Section 2.1) and the Company shall be limited to the right to refunds related to grievances involving Special Charges.

(v) Except as set forth herein, the Tax Payments as set forth in Schedule A shall not be contested, grieved or refuted during and for the term of this Agreement and the Company shall not seek a refund of any taxes paid or to be paid.

(vi) Allocation. The Agency shall remit to the Affected Tax Jurisdictions amounts received hereunder, if any, within thirty (30) days of receipt of said payment and shall allocate said payments among the Affected Tax Jurisdictions in the same proportion as taxes would have been allocated but for the Agency's involvement, unless the Affected Tax Jurisdictions have consented in writing to a specific allocation.

1.2 Valuation of Future Additions to the Facility. If there shall be a future addition to the Facility that has not been described in the Application constructed or added in any manner after the date of this Agreement, the Company shall notify the Agency of such future addition ("Future Addition"). The notice to the Agency shall contain a copy of the application for a building permit, plans and specifications, and any other relevant evidence that the Agency may thereafter request. Upon the earlier of substantial completion, or the issuance of a certificate of occupancy for any such Future Addition to the Facility, the Company shall become liable for payment of an increase in the Tax Payment. The Agency shall notify the Company of any proposed increase in the Tax Payment related to such Future Addition. If the Company shall disagree with the determination of assessed value for any Future Additions made by the Agency, then and in that event that valuation shall be fixed by a court of competent jurisdiction. Notwithstanding any disagreement between the Company and the Agency, the Company shall pay the increased Tax Payment until a different Tax Payment shall be established. If a lesser Tax Payment is determined in any proceeding or by subsequent agreement of the parties, the Tax Payment shall be re-computed and any excess payment shall be refunded to the Company or, in the Agency's sole discretion, such excess payment shall be applied as a credit against the next succeeding Tax Payment(s).

1.3 Period of Benefits.

The tax benefits provided for herein shall be deemed to include: (i) the 2024 County tax year through the 2038 County tax year and (ii) the 2023-2024 City tax year through the 2037-

2038 City tax year. **This Tax Agreement shall expire on December 31, 2038** (with the understanding that the Company will be making a payment hereunder for the 2039 County tax year and the 2038-2039 City tax year in the amounts as if the Agency were not in title on the tax lien date with respect to said tax years). In no event shall the Company be entitled to receive tax benefits relative to the Facility for more than the periods provided for herein, unless the period is extended by amendment to this Agreement executed by both parties after any applicable public hearings. The Company agrees that it will not seek any tax exemption for the Facility which could provide benefits for more than the periods provided for herein and specifically agrees that the exemptions provided for herein, to the extent actually received (based on the number of lease years elapsed), supersede and are in substitution of the exemptions provided by Section 485-b of the New York Real Property Tax Law ("RPTL"); provided, the foregoing shall not be interpreted to limit the Company and Agency from subsequently agreeing to additional benefits based upon commitments to make additional improvements or changes in use from time to time between the Agency and the Company. It is hereby agreed and understood that the Affected Tax Jurisdictions can rely upon and enforce the above waiver to the same extent as if they were signatories hereto.

1.4 Creation of Additional Tax Lots. The Parties hereto acknowledge and agree that the Company may seek to divide the Facility into additional tax lots. The mere division of the Facility into additional tax lots, without further improvements, shall not be deemed to add or decrease the overall assessed value of the Facility, such that the creation of said tax lots shall neither increase, nor decrease the Tax Payments set forth herein or the provision of additional "financial assistance", as such term is defined in the Act.

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

2.1 *Special District Charges and other payments:* Special district charges, special assessments, special ad valorem levies specifically including but not limited to charges imposed by the City of Yonkers for frontage feet ("CC001"); Housing Units ("CC002"); ETPA Charge ("CC003"); and a Safety Inspection Fee ("CC004") and district charges including but not limited to pure water charges and Westchester County sewer district charges (collectively the "Special Charges"), are not included in the amount of the Tax Payment and are to be paid in full in accordance with normal billing practices.

Section III - Transfer of Facility.

3.1 In the event this Agreement terminates and the property is not timely transferred back to the Company, the Company agrees to pay no later than the next tax lien date (plus any applicable grace period), to each of the Affected Tax Jurisdictions, an amount equal to the taxes and assessments which would have been levied on the Facility if the Facility had been classified as fully taxable as of the date of transfer or loss of eligibility of all or a portion of the exemption described herein or date of termination.

Section IV - Assessment Challenges.

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

4.2 The Company shall file any accounts or tax returns required by the appropriate real estate tax assessment office and tax levy officers and provide information to the Agency as requested from time to time.

Section V - Changes in Law.

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

Section VI - Events of Default.

6.1 The following shall constitute "Events of Default" hereunder. The failure by the Company to: (i) make the payments described in Section I within thirty (30) days of the Payment Date (the "Delinquency Date"); (ii) make any other payments described herein on or before the last day of any applicable cure period within which said payment can be made without penalty; or (iii) the occurrence and continuance of any events of default under the Leaseback Agreement after the expiration of any applicable cure periods. Upon the occurrence of any Event of Default hereunder, in addition to any other right or remedy the Agency and/or the Affected Tax Jurisdictions may have at law or in equity, the Agency and/or Affected Tax Jurisdictions may, immediately and without further notice to the Company (but with notice to the Agency with respect to actions maintained by the Affected Tax Jurisdictions) pursue any action in the courts to enforce payment or to otherwise recover directly from the Company any amounts so in default. The Agency and the Company hereby acknowledge the right of the Affected Tax Jurisdictions to recover directly from the Company any amounts so in default pursuant to Section 874(6) of the General Municipal Law and the Company shall immediately notify the Agency of any action brought, or other measure taken, by any Affected Tax Jurisdiction to recover any such amount.

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

6.3 Prior to exercising any remedy hereunder, any Mortgagee, as defined in the Leaseback Agreement dated the date hereof, between the Agency and the Company, shall be afforded notice and the cure rights set forth in such section, as if such section were set forth in full herein.

Section VII - Assignment.

7.1 No portion of any interest in this Agreement may be assigned by the Company, nor shall any person other than the Company be entitled to succeed to or otherwise obtain any benefits of the Company hereunder without the prior written consent of the Agency, which shall not be unreasonably withheld or delayed.

Section VIII – Miscellaneous.

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

8.2 Notices. All notices, certificates and other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when delivered and, if delivered by mail, shall be sent by certified mail, postage prepaid, or to a nationally recognized courier such as Federal Express, addressed as follows:

To the Agency: City of Yonkers Industrial Development Agency
470 Nepperhan Avenue, Suite 200
Yonkers, New York 10701
Attention: President/CEO

With Copy To: Harris Beach Murtha Cullina PLLC
99 Garnsey Road
Pittsford, New York 14534
Attention: Shawn M. Griffin, Esq. and Adriana Baranello, Esq.

To the Company: Miroza T4 LLC
P.O. Box 155
Lawrence, New York 11559
Attention: Chaym Hersh Friedman and Ron Avidan

With Copy To: Zarin and Steinmetz
81 Main Street, Suite 415
White Plains, New York 10601
Attention: David S. Steinmetz, Esq.

or at such other address as any party may from time to time furnish to the other party by notice given in accordance with the provisions of this Section. All notices shall be deemed given when mailed or personally delivered in the manner provided in this Section. Any notice hereunder may be given by counsel for a party with the same force and effect as if given by such party.

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

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

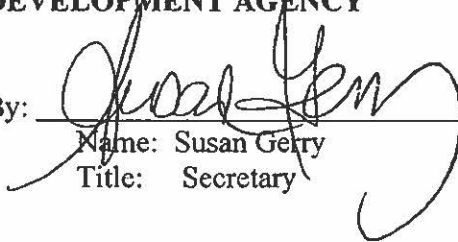
[Signature Page to Tax Agreement]

[Signature Page to T4 Tax Agreement – 1 of 3]

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

**CITY OF YONKERS INDUSTRIAL
DEVELOPMENT AGENCY**

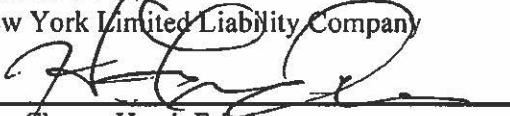
By: _____



Name: Susan Gerry
Title: Secretary


[Signature Page to T4 Tax Agreement – 2 of 3]

MIROZA T4 LLC
A New York Limited Liability Company

By: 
Name: Chaym Hersh Friedman
Title: Authorized Signatory

[Signature Page to T4 Tax Agreement – 3 of 3]

MIROZA T4 LLC
A New York Limited Liability Company

By: 
Name: Jacob Klein
Title: Authorized Signatory

SCHEDULE A

to

Tax Agreement

Dated as of April 16, 2026, Effective as of February 18, 2022

by and between

City of Yonkers Industrial Development Agency

And Miroza T4 LLC

Pursuant to the terms of Section 1.1 of this Tax Agreement, "Tax Payments" shall mean an amount per annum equal to the following amounts for the period designated:

City Tax Year	County Tax Year	Tax Agreement Year	Tax Agreement Payment *
2023-2024	2024	1	N/A
2024-2025	2025	2	N/A
2025-2026	2026	3	N/A
2026-2027	2027	4	100% of Land Taxes
2027-2028	2028	5	100% of Land Taxes
2028-2029	2029	6	100% of Land Taxes
2029-2030	2030	7	100% of Land Taxes
2030-2031	2031	8	100% of Land Taxes
2031-2032	2032	9	100% of Land Taxes
2032-2033	2033	10	100% of Land Taxes
2033-2034	2034	11	100% of Land Taxes
2034-2035	2035	12	100% of Land Taxes
2035-2036	2036	13	100% of Land Taxes
2036-2037	2037	14	100% of Land Taxes
2037-2038	2038	15	100% of Land Taxes

- The Agency interest in the Facility shall expire on **December 31, 2038**. The Company shall pay the 2039 County tax bill and the 2038-2039 City tax bill and tax bills for all subsequent tax years on the dates and in the amounts as if the Agency were not in title on

the tax status date with respect to said tax years. Tax Payments shall be no less than the Full Taxes paid prior to the Tax Agreement.

- Does NOT include Special District Charges - City will send separate bill.
- The schedule of Estimated Tax Payment sums are estimates and are provided for illustrative purposes only.

EXHIBIT A

TOWER 4 – BLOCK 4076, LOT 10

DESCRIPTION OF A PARCEL OF PROPERTY LOCATED IN THE CITY OF YONKERS,
COUNTY OF WESTCHESTER, STATE OF NEW YORK

ALL that certain plot, piece or parcel of land situate, lying and located in the City of Yonkers, County of Westchester, State of New York and bounded and described as follows:

Beginning at a point on the division line between Tower 3 (Section 4, Block 4076, Lot 9), Parcel U-3 (Section 4, Block 4076, Lot 4) and Future Tower 4 (Section 4, Block 4076, Lot 10), said point being the POINT OF BEGINNING and the beginning of a curve to the right, from which the radius point lies North 64 degrees 11 minutes 24 seconds West, a radial distance of 305.00 feet;

thence southwesterly along the arc, through a central angle of 5 degrees 48 minutes 38 seconds, a distance of 30.93 feet;

thence South 31 degrees 37 minutes 14 seconds West, a distance of 234.54 feet to the division line between Future Tower 4 (Section 4, Block 4076, Lot 10) and Parcel Q (Section 4, Block 4075, Lot 1);

thence along said division line, North 58 degrees 23 minutes 55 seconds West, a distance of 223.55 feet;

thence North 31 degrees 37 minutes 14 seconds East, a distance of 240.96 feet;

thence North 81 degrees 41 minutes 52 seconds East, a distance of 56.10 feet to a point on the face of Tower 3 building;

thence along said face of building, South 56 degrees 17 minutes 25 seconds East, a distance of 1.59 feet;

thence South 31 degrees 31 minutes 24 seconds West, a distance of 0.31 feet;

thence South 58 degrees 10 minutes 10 seconds East, a distance of 17.44 feet;

thence South 58 degrees 09 minutes 23 seconds East, a distance of 19.52 feet;

thence South 33 degrees 40 minutes 21 seconds West, a distance of 10.84 feet;

thence South 58 degrees 13 minutes 17 seconds East, a distance of 59.64 feet;

thence South 58 degrees 24 minutes 48 seconds East, a distance of 21.21 feet;

thence South 58 degrees 24 minutes 48 seconds East, a distance of 59.94 feet to the point and place of BEGINNING.

Containing 59,469 square feet or 1.3652 acres, more or less.

April 23, 2026

445 HAMILTON AVENUE, SUITE 1206
WHITE PLAINS, NEW YORK 10601
914.683.1200

ADRIANA M. BARANELLO
ASSOCIATE
DIRECT: (914) 298 3023
FAX: 914.683.1210
ABARANELLO@HARRISBEACHMURTHA.COM

VIA FEDERAL EXPRESS

#9710-0178-7296

Ms. Lynette Thomas-Braggs, Assessor
Assessment Department
Yonkers City Hall
40 South Broadway, Room 100
Yonkers, New York 10701

Re: City of Yonkers Industrial Development Agency and 9-11 Riverdale JBM LLC:
First Amendment to Tax Agreement and Amended NYS Form RP-412-a,
“Application for Real Property Tax Exemption”

Dear Ms. Thomas-Braggs

On behalf of the City of Yonkers Industrial Development Agency (the “Agency”), I have enclosed for you, the Assessor of the taxing jurisdiction within which the above-referenced project is located, a completed and signed amended “Application for Real Property Exemption” on NYS Form RP-412-a, with a copy of the related signed First Amendment to Tax Agreement.

The original Tax Agreement has been amended such that its term now expires on June 30, 2036.

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

Very truly yours,



Adriana M. Baranello

Enclosures



NYS DEPARTMENT OF TAXATION & FINANCE
OFFICE OF REAL PROPERTY TAX SERVICES

RP-412-a (1/95)

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

1. INDUSTRIAL DEVELOPMENT AGENCY (IDA)

Name City of Yonkers IDA
Street 470 Nepperhan Avenue, Ste. 200
City Yonkers, New York 10701
Telephone no. Day (914) 509-8659
Evening () _____
Contact Susan Gerry
Title Secretary

2. OCCUPANT (IF OTHER THAN IDA)

(If more than one occupant attach separate listing)

Name 9-11 Riverdale JBM LLC
Street 121 Lakeville Road
City New Hyde Park, NY 11040
Telephone no. Day () 516 616-4610
Evening () _____
Contact John Murnane
Title Sole Member

3. DESCRIPTION OF PARCEL

- a. Assessment roll description (tax map no./roll year)
Block 501, Lots 26&27
- b. Street address 9-11 Riverdale Avenue
- c. City, Town or Village Yonkers
- d. School District Yonkers
- e. County Westchester
- f. Current assessment _____
- g. Deed to IDA (date recorded; liber and page)
Lease to IDA (Recorded October 9, 2020;
Control Number 602303810)

4. GENERAL DESCRIPTION OF PROPERTY (if necessary, attach plans or specifications)

- a. Brief description (include property use) See attached Schedule A
- b. Type of construction See attached Schedule A
- c. Square footage See attached
- d. Total cost +/- \$10,300,000
- e. Date construction commenced Immediately
- f. Projected expiration of exemption (i.e. date when property is no longer possessed, controlled, supervised or under the jurisdiction of IDA)
December 31, 2036

5. SUMMARIZE AGREEMENT (IF ANY) AND METHOD TO BE USED FOR PAYMENTS TO BE MADE TO MUNICIPALITY REGARDLESS OF STATUTORY EXEMPTION

(Attach copy of the agreement or extract of the terms relating to the project).

- a. Formula for payment Please see attached First Amendment to Tax Agreement
- b. Projected expiration date of agreement December 31, 2036

SCHEDULE A TO RP-412-a FORM

4. GENERAL DESCRIPTION OF PROPERTY (if necessary, attach plans or specifications)

a. Brief description (include property use)

The property (being certain land located at 9-11 Riverdale Avenue, City of Yonkers, New York, and the existing improvements located thereon consisting principally of vacant land along the Getty Square corridor City of Yonkers, New York (collectively, the "Existing Improvements")) is the site of a certain project (the "Project") being undertaken by the Occupant, as agent of the City of Yonkers Industrial Development Agency, consisting of:

- (i) the construction on the Existing Improvements consisting of an approximately nine story mixed-use residential and commercial building comprising approximately 29 rental apartments including 6 studios, 21 one bedroom units and 2 two-bedroom units; and (b) two ground floor commercial spaces totaling approximately 2,150 square feet (collectively, the "Improvements"); and
- (ii) the acquisition and installation in and around the Existing Improvements and Improvements of certain items of equipment and other tangible personal property.

c. Municipal corporations to which payments will be made

	Yes	No
County <u>Westchester</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Town/City <u>Yonkers</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Village _____	<input type="checkbox"/>	<input type="checkbox"/>
School District <u>Yonkers</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

d. Person or entity responsible for payment

Name John Murnane
 Title Sole Member
 Address 121 Lakeville Road
New Hyde Park, NY 11040

e. Is the IDA the owner of the property? Yes No (check one)
If "No" identify owner and explain IDA rights or interest in an attached statement.

Telephone (516)616-4610

No. Occupant owns and leases to the IDA.

6. Is the property receiving or has the property ever received any other exemption from real property taxation? (check one) Yes No

If yes, list the statutory exemption reference and assessment roll year on which granted:
exemption RP-412-a assessment roll year 2021 County/ 2021-2022 City

7. A copy of this application, including all attachments, has been mailed or delivered on 4/23/26 (date) to the chief executive official of each municipality within which the project is located as indicated in Item 3.

CERTIFICATION

I, Susan Gerry, Secretary of _____

Name	Title
<u>City of Yonkers Industrial Development Agency</u>	_____
Organization	_____

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

As of:
March 19, 2026
Date

Susan Gerry
Signature

Clear Form

FOR USE BY ASSESSOR

1. Date application filed _____
2. Applicable taxable status date _____
- 3a. Agreement (or extract) date _____
- 3b. Projected exemption expiration (year) _____
4. Assessed valuation of parcel in first year of exemption \$ _____
5. Special assessments and special as valorem levies for which the parcel is liable:

Date

Assessor's signature

CITY OF YONKERS INDUSTRIAL DEVELOPMENT AGENCY

AND

9-11 RIVERDALE JBM LLC

FIRST AMENDMENT TO TAX AGREEMENT

Dated as of March 27, 2026

Affected Tax Jurisdictions

Westchester County
City of Yonkers

Address:

9-11 Riverdale Avenue
City of Yonkers
Westchester County, New York

Tax Map No(s):

Section 1, Block 501, Lots 26 & 27

FIRST AMENDMENT TO TAX AGREEMENT

THIS FIRST AMENDMENT TO TAX AGREEMENT (this “Amendment”) is made as of March 27, 2026 (the “Effective Date”) and is by and between **CITY OF YONKERS INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation duly existing under the laws of the State of New York with offices located at 470 Nepperhan Avenue, Suite 200, Yonkers, New York 10701 (the “Agency”) and **9-11 RIVERDALE JBM LLC**, a New York limited liability company duly organized and validly existing under the laws of the State of New York, with offices at 121 Lakeville Road, New Hyde Park, New York 11040 (the “Company”).

WHEREAS, in furtherance of a certain project (the “Project”), consisting of: (i) the acquisition of certain land located at 9-11 Riverdale Avenue, City of Yonkers, New York (collectively, the “Land”) and the existing improvements located thereon consisting principally of vacant land along the Getty Square corridor City of Yonkers, New York (collectively, the “Existing Improvements”); (ii) the construction on the Existing Improvements consisting of an approximately nine story mixed-use residential and commercial building comprising approximately 29 rental apartments including 6 studios, 21 one bedroom units and 2 two-bedroom units; and (b) two ground floor commercial spaces totaling approximately 2,150 square feet (collectively, the “Improvements”); and (iii) the acquisition and installation in and around the Existing Improvements and Improvements of certain items of equipment and other tangible personal property (the “Equipment”; and, collectively with the Land, the Existing Improvements and the Improvements, the “Facility”), the Company and the Agency entered into various agreements, including a certain Tax Agreement, dated as of September 1, 2020 (the “Tax Agreement”), pursuant to which the Company receives certain real property tax benefits relating to the Facility; and

WHEREAS, by correspondence dated September 17, 2025, the Company requested an extension to the existing partial real property tax abatement (“PILOT”) due to substantial delays and ongoing financial challenges (the “Company Request”); and

WHEREAS, the Company is refinancing the Project with the New York State Homes and Community Renewal Agency, pursuant to which refinancing all of the residential rental units will become “affordable”; and

WHEREAS, by resolution dated November 24, 2025, the Agency agreed to extend the term of the Tax Agreement; and

WHEREAS, the parties hereto wish to modify the Tax Agreement to extend the term of the Tax Agreement in accordance herewith.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Definitions. Capitalized terms used in this First Amendment and not heretofore defined shall have the meanings set forth in the Tax Agreement.

Section 2. Amendments.

a. Section 1.3 of the Tax Agreement is hereby amended by deletion and replaced in its entirety as follows:

*1.3 Period of Benefits. The tax benefits provided for herein shall be deemed to include (i) the 2022 County tax year through the 2036 County tax year, and (ii) the 2021-2022 City tax year through the 2035-2036 City tax year. **This Tax Agreement shall expire on June 30, 2036 with respect to the City and December 31, 2036 with respect to the County** (with the understanding that the Company will be making a payment hereunder for the 2037 County tax year and the 2036-2037 City tax year in the amounts as if the Agency were not in title on the tax lien date with respect to said tax years). In no event shall the Company be entitled to receive tax benefits relative to the Facility for more than the periods provided for herein, unless the period is extended by amendment to this Agreement executed by both parties after any applicable public hearings. The Company agrees that it will not seek any tax exemption for the Facility which could provide benefits for more than the periods provided for herein and specifically agrees that the exemptions provided for herein, to the extent actually received (based on the number of lease years elapsed), superseded and are in substitution of the exemptions provided by Section 485-b of the New York Real Property Tax Law ("RPTL"); provided, the foregoing shall not be interpreted to limit the Company and Agency from subsequently agreeing to additional benefits based upon commitments to make additional improvements or changes in use from time to time between the Agency and the Company. It is hereby agreed and understood that the Affected Tax Jurisdictions can rely upon and enforce the above waiver to the same extent as if they were signatories hereto.*

b. Schedule A to the Tax Agreement is amended by deletion and replaced in its entirety with Exhibit A attached hereto.

Section 3. Existing Agreement. Except as expressly modified by this First Amendment, all of the terms, conditions, and covenants in the Tax Agreement shall remain in full force and effect. In the event of any conflict between this First Amendment and the Tax Agreement, this First Amendment shall govern.

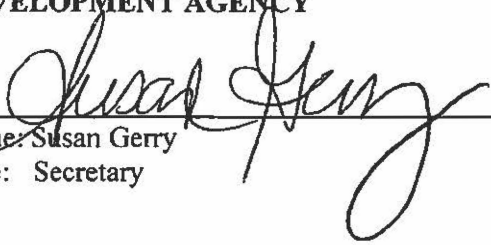
Section 4. Counterparts. This First Amendment may be executed in counterparts, and by different parties hereto on separate counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank]

[Signature Page to First Amendment to Tax Agreement]

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Amendment as of the Effective Date.

**CITY OF YONKERES INDUSTRIAL
DEVELOPMENT AGENCY**

By: 
Name: Susan Gerry
Title: Secretary

9-11 RIVERDALE JBM LLC, a New York
limited liability company

By: _____
Name:
Title:

[Signature Page to First Amendment to Tax Agreement]

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Amendment as of the Effective Date.

**CITY OF YONKERES INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____

Name: Susan Gerry

Title: Secretary

9-11 RIVERDALE JBM LLC, a New York
limited liability company

By:  _____

Name: John Murnane

Title: Owner

EXHIBIT A

SCHEDULE A

to

Tax Agreement

Dated as of September 1, 2020, as amended by the First Amendment to Tax Agreement, dated

March 27, 2026 by and between

City of Yonkers Industrial Development Agency

and

9-11 Riverdale JBM LLC

Pursuant to the terms of Section 1.1 of this Tax Agreement, "Tax Payments" shall mean an amount per annum equal to the following amounts for the period designated:

TAX AGREEMENT YEAR	CITY TAX YEAR	COUNTY TAX YEAR	TAX PAYMENTS	<u>ESTIMATED TAX PAYMENTS</u>
1	2021-2022	2022	100% of Full Taxes (Unimproved)	11,323
2	2022-2023	2023	100% of Full Taxes (Unimproved)	11,334
3	2023-2024	2024	100% of Full Taxes (Unimproved)	11,483
4	2024-2025	2025	100% of Full Taxes (Unimproved)	11,695
5	2025-2026	2026	40% of Full Taxes	45,860
6	2026-2027	2027	45% of Full Taxes	52,366
7	2027-2028	2028	45% of Full Taxes	53,152
8	2028-2029	2029	50% of Full Taxes	59,944
9	2029-2030	2030	50% of Full Taxes	60,843
10	2030-2031	2031	60% of Full Taxes	67,931
11	2031-2032	2032	70% of Full Taxes	75,218
12	2032-2033	2033	75% of Full Taxes	89,071

13	2033-2034	2034	85% of Full Taxes	96,864
14	2034-2035	2035	95% of Full Taxes	111,426
15	2035-2036	2036	100% of Full Taxes	126,403

The Agency interest in the Facility shall expire on **December 31, 2036**. The Company shall pay the **2037** County tax bill and the **2036-2037** City tax and tax bills for all subsequent tax years on the dates and in the amounts as if the Agency were not in title on the tax status date with respect to said tax years.

*Does not include Special District Charges-City will send separate bill. Full Taxes means all property taxes payable with respect to the Facility calculated in an amount equal to the amounts that would be paid if the Agency were not in title and no exemption was available. Tax Payments shall be no less than the Full Taxes paid prior to the Tax Agreement.

-----X
In the Matter of the Claim of,

LOYDA ODELIS ALCANTARA DE LA ROSA,

-against-

NOTICE OF CLAIM

COUNTY OF WESTCHESTER, CITY OF YONKERS,
NEW YORK STATE DEPARTMENT OF
TRANSPORTATION,
-----X

To:

County of Westchester: 148 Martine Avenue, 8th Floor White Plains, New York 10601
City of Yonkers: 40 South Broadway, Room 102 Yonkers, NY 10701
NYS DOT: Office of the Attorney General, 28 Liberty Street New York, New York 10005.

1. The name and address of the claimant and claimant's attorney:

Claimant

Loyda Odelis Alcantara De La Rosa
1955 Haight Avenue, Apt 2
Bronx, NY 10461

Attorney

Akiva Ofshtein, Esq
OFSHTEIN LAW FIRM, P. C.
398 Kings Highway
New York, NY 11223
(718) 455-5252
info@olf.nyc

2. The nature of the claim:

To recover money damages for personal injuries, pain and suffering, medical expenses and related damages incurred by and on behalf of claimant, Loyda Odelis Alcantara De La Rosa, by reason of the negligence, recklessness and carelessness of County of Westchester, City of Yonkers and New York State Department of Transportation, their agents, servants, employees and/or licensees.

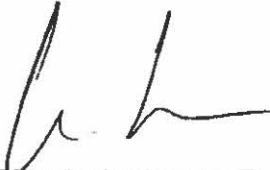
3. On or about March 7, 2026, at approximately 5:30 p.m., the claimant, Loyda Odalis Alcantara De La Rosa, was a lawful passenger in a 2015 Mazda motor vehicle bearing New York registration number LWA3764, traveling in the vicinity of Bronx River Road and Yonkers Avenue, County of Westchester, State of New York. At said time and place, the vehicle in which the claimant was a passenger was caused to violently strike and come into forceful contact with a defective, broken, uneven, improperly secured, raised, depressed, misaligned, and otherwise hazardous manhole cover and/or its surrounding metal ring and roadway surface. Said condition constituted a dangerous, defective, and trap-like roadway condition, posing a foreseeable and unreasonable risk of harm to motorists and their passengers lawfully traversing the roadway. As a direct and proximate result of this hazardous condition, the subject vehicle was caused to suddenly jolt, impact, and/or lose proper contact with the roadway, thereby causing the claimant to be violently thrown about the interior of the vehicle and to sustain serious personal injuries. Upon information and belief, the occurrence was caused solely by reason of the negligence, recklessness, and carelessness of the County of Westchester, the City of Yonkers, and the New York State Department of Transportation, their agents, servants, employees, and/or contractors, in the ownership, operation, management, supervision, inspection, maintenance, repair, and control of the aforesaid roadway, manhole cover, and related infrastructure, in that they created and/or permitted the existence of the aforesaid dangerous condition; allowed the manhole cover to become loose, raised, depressed, shifted, and/or otherwise defective; failed to properly secure, level, repair, and maintain same; failed to conduct reasonable and adequate inspections; and failed to provide proper warnings, safeguards, or protections for the public. Upon further information and belief, the respondents had actual and/or constructive notice of the defective and hazardous condition for a sufficient period of time prior to the occurrence to have remedied same, yet failed, neglected, and refused to do so.

4. Claimant, Loyda Odalis Alcantara De La Rosa, sustained multiple bodily injuries including, but not limited to neck, back, left shoulder and right shoulder, which have caused claimant to incur and continue to incur expenses for medical attention and treatment and caused claimant to be absent from employment with a resultant loss therefrom. Claimant, Loyda Odalis Alcantara De La Rosa, has suffered damages in a sum that exceeds the jurisdictional limitations of all lower courts which would otherwise have jurisdiction.

5. Claimant seeks damages in a sum of \$2,500,000.00, which exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

You are hereby notified that unless said claim is adjusted and paid within the time provided by law from the date of presentation to you, the claimant intends to commence an action on this claim.

Dated: Brooklyn, New York
April 20, 2026



AKIVA OFSHTEIN, ESQ

VERIFICATION

STATE OF NEW YORK)ss:

COUNTY OF KINGS

Loyda Odelis Alcantara De La Rosa, being duly sworn, deposes and says, that deponent is the claimant in the within action; that deponent has read the foregoing **NOTICE OF CLAIM**, and knows the contents thereof; that the same is true to deponent's own knowledge, except as to those matters stated to be alleged upon information and belief, and as to those matters, deponent believes it to be true.

Loyda O. De La Rosa

Sworn to before me this 20 day,

of April, 2016.

[Signature]

Eugene Randolph
Commissioner of Courts
City of New York, New York
Cert. of Fidelity and Eligibility
Commission Expires: 12/31/2017 27

Notary Public, State of New York



FOLD HERE

REPORT OF MOTOR VEHICLE CRASH

9589 0710 5270 3440 8402 02

Before completing this form, read the instructions on page 2. Use only for crashes that happen in New York State. Print or type all information. Use black ink.

DO NOT FORGET CRASH DATE

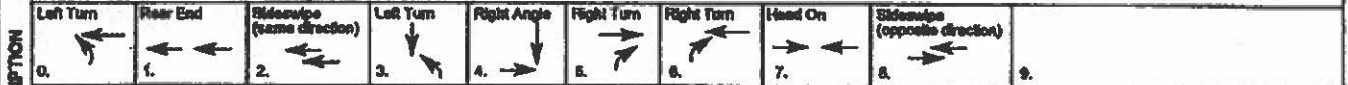
Crash Date: 3/7/2026, Day of Week: Saturday, Crash Time: 5:30 PM, # of Vehicles/Units: 2, # Injured: 2, # of Fatalities: 0

PART A: Your Vehicle/Unit, PART B: Other Vehicle/Unit

1 Driver License ID # 542 890 944, State of License NY, Driver Name: Fernandez Alcantara Yanelis, Address: 1955 Haight Ave, Bronx NY 10461

2 Name: Fernandez Alcantara Yanelis, Date of Birth: 10/3/1988, Sex: F, # of People in Vehicle/Unit: 2, Vehicle/Unit Year/Make/Model: 2015 Mazda, Vehicle/Unit Type: PASS, Insurance Code: 383

3 Cost of repairs to any one unit or property will be more than \$1,000. Crash Diagram Code: If there were exactly 2 motor vehicles involved, in the box on the left enter the number from the diagram below (numbered 0-8) that best matches the crash.



Briefly describe how the crash happened. V1 was driving straight, hit a manhole cover and hit V2 due to lost control

4 County: Westchester, City/Town/Village of: Yonkers

Road Where Crash Occurred (route #, road, street name or address): Yonkers Ave, House #, Permanent Landmark, OR: [] at Intersection With [] of [] (Route #, Road, Street Name or Exit #)

Table with 10 columns: Name of Drivers, Passengers, Pedestrians and Bicyclists; 8. Which Unit Occupied; 9. Position in/on Unit; 10. Safety Equip. Used; 12. Age; 13. Sex; 15. Injury; Describe Most Serious Injuries; Date of Death (if Applicable)

Date: 3/19/2026, Print Name of Driver (or Representative): Alcantara De La Rosa Loyda, Signature of Driver (or Representative): [Signature]

* A representative may sign for the driver if the driver is unable to sign because of injury or death. If you are signing as the driver's representative, check the box next to "I am signing on behalf of..." enter the vehicle/unit number and check the box that describes why the driver cannot sign.

A crash report is not considered complete and filed unless it is signed, and if not signed may result in the suspension of your driver's license.

Check this box if you are a freighter and this crash occurred while responding to a call in emergency operation as defined by Vehicle and Traffic Law 14-b.

A LOCAL LAW amending Chapter 529 of the Laws of Westchester County to add a requirement to post a graphic image of the dangers of weapons or firearms.

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

Section 1. Section 529.21 of the Laws of Westchester County is hereby amended to read as follows:

Sec. 529.21. Disclosure Notices.

a. Every Dealer located in the County of Westchester and engaged in the retail business of selling weapons shall not sell, deliver, transfer or otherwise dispose of any weapon to another person unless a notice is posted in the Site where such weapons or firearms are displayed or delivered to the purchaser at the entrance to the site and in at least one additional area where sales occur conspicuously stating, in no smaller than 24-point type and on paper at least 8 and 1/2 inches by 11 inches in bold print the following warning:

WARNING

ACCESS TO A WEAPON OR FIREARM IN THE HOME SIGNIFICANTLY INCREASES THE RISK OF SUICIDE, HOMICIDE, DEATH DURING DOMESTIC DISPUTES, AND UNINTENTIONAL DEATHS TO CHILDREN, HOUSEHOLD MEMBERS AND OTHERS. IF YOU OR A LOVED ONE IS EXPERIENCING DISTRESS AND/OR DEPRESSION, CALL THE CRISIS PREVENTION AND RESPONSE TEAM AT (914) 925-5959 or THE NATIONAL SUICIDE HOTLINE AT 988.

b. Every Dealer located in the County of Westchester and engaged in the retail business of selling weapons shall not sell, deliver, transfer or otherwise dispose of any weapon to

another person unless a graphic warning sign depicting the nature of the health and safety risks contained in the written notice, is posted adjacent to the notice required in subdivision a. of this section, in the Site where such weapons or firearms are displayed or delivered to the purchaser at the entrance to the site and in at least one additional area where sales occur, on paper at least 8 and 1/2 inches by 11 inches.

c. The Westchester County Department of Health shall, within 6 months of the effective date of this Local Law:

1. Design one or more graphic warnings signs that depict the nature of the health and safety risks listed in the notice required pursuant to subdivision b of this section and which, in the view of the Department of Health, are likely to be beneficial in educating the public and mitigating such risks;

2. Establish the format, type size, colors, designs, and any additional text to be included in a graphic warning sign to be posted pursuant to subdivision b of this section; and

3. Publish and make freely available on its website the graphic warning signs designed pursuant to this subdivision.

d. Upon the issuance of a license, the County Clerk shall provide the licensee with the following:

1. a written copy of a warning notice conspicuously stating in no smaller than 24-point type and on paper at least 8 and 1/2 inches by 11 inches in bold print the following warning:

WARNING

ACCESS TO A WEAPON OR FIREARM IN THE HOME SIGNIFICANTLY INCREASES THE RISK OF SUICIDE, HOMICIDE, DEATH DURING DOMESTIC DISPUTES, AND UNINTENTIONAL

DEATHS TO CHILDREN, HOUSEHOLD MEMBERS AND OTHERS. IF YOU OR A LOVED ONE IS EXPERIENCING DISTRESS AND/OR DEPRESSION, CALL THE CRISIS PREVENTION AND RESPONSE TEAM AT (914) 925-5959 or THE NATIONAL SUICIDE HOTLINE AT 988.

2. a copy of a graphic warning sign promulgated by the Department of Health pursuant to subdivision c of this Section, on paper at least 8 and 1/2 inches by 11 inches.

e. The County of Westchester and its agencies, officers or employees shall not be liable to any party by reason of any injury or damage resulting from the failure of any person subject to this Chapter, to comply with this Chapter, or by reason or in consequence of any act or omission in connection with the implementation or enforcement of this Chapter.

§2. This Local Law shall take effect immediately.

RESOLUTION NO. ____ – 20 ____

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 _____ day of _____, 20____ at _____.; 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

NOTICE OF PUBLIC HEARING

Property owners in Westchester County Water District No. 3, comprised of the territorial limits of the Grasslands Campus at Valhalla ("District") are hereby notified that legislation is currently before the Westchester County Board of Legislators ("Board") to carry out proposed Capital Project County Water District No. 3 – Eastview Pumping Station – WD305 ("WD305") for the benefit of the District, which is a proposed increase, addition and improvement of District facilities, as more fully set forth herein and in the District Report dated December 23, 2025, as may be amended from time to time ("District Report"). The District Report is available for review from the Office of the Commissioner of the Westchester County Department of Environmental Facilities.

The issuance of bonds would 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. The Department has determined that WD305 is necessary for the proper maintenance and service of District facilities and therefore is in the public interest. It will provide greater redundancy and reliability in order to ensure a continuous, uninterrupted supply of drinking water to District users in compliance with federal, state and local regulatory requirements. Based on its review, the Department has determined that WD305 is the best, most cost-effective option available to the District for this purpose.

The County is currently seeking authorization of a bond act to authorize the issuance of up to 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's UV Light Disinfection Facility at Eastview in the Town of Mount Pleasant to County District No. 3, 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. The Department has calculated that the issuance of \$40,000,000 in bonds of the County for WD305 equates to an estimated annual debt payment of \$2,729,087.50. Added to the above mentioned additional operating costs gives 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.

Notice is hereby given that a public hearing will be held by the Board of Legislators of Westchester County on the ___ day of _____, 202___ at ___ .m. in the chambers of the Westchester County Board of Legislators, 8th floor, 148 Martine Avenue, White Plains, New York for the purpose of hearing persons or parties interested in the aforementioned increase and improvement of facilities for the District.

Dated: _____, 20____
White Plains, New York

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

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

Your Committee is in receipt of a communication from the County Executive recommending the approval of a legislative package which, if approved by your Honorable Board would authorize the County of Westchester (“County”) to proceed with Capital Project WD305 – County Water District #3 – Eastview Pumping Station (“WD305”), for the benefit of County Water District No. 3 (“District”), subject to an order issued by the Comptroller of the State of New York (“State Comptroller”) permitting the expenditure, as described herein.

The Department of Environmental Facilities (“Department”) has advised that WD305 will provide for the design, construction management, and construction for 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 the New York City Department of Environmental Protection (“DEP”) 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 pumping station will also provide disinfection and corrosion control treatment prior to the water leaving the station. The Gate of Heaven (“GOH”) Pumping Station is currently the primary supply of drinking water for the Grasslands Campus’s 1.5 million gallon elevated water storage tower. Presently the District is in compliance with the United States Environmental Protection Agency (“EPA”) 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 New York State Department of Health (“NYSDOH”) regulations to provide the required supply redundancy, which will be accomplished by WD305.

As your Honorable Board may recall, As you may recall, your Honorable Board, by Bond Act No. 197-2017 previously authorized the County to issue bonds of the County for WD305, in the amount of \$2,400,000 to finance part of the design, construction management

and construction cost of a pumping station and transmission main or mains for the conveyance of UV-treated drinking water from the DEP UV Disinfection Treatment Facility at Eastview in the Town of Mount Pleasant to the District. I am advised that these bonds have been partially sold, and at this time, there remains a balance of \$589,228. It is now requested that your Honorable Board authorize the issuance of bonds of the County in the additional amount of \$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 the District, including ancillary or related work and incidental expenses. The total estimated cost for WD305 is \$42,400,000.

Design is currently being undertaken by a consultant and is expected to be completed by the third quarter of 2026. It is estimated that construction will take twenty months to complete and will begin after award and execution of the construction contracts.

The proposed Capital Budget Amendment will amend the County's current-year capital budget to increase the County share for WD305 by \$10,000,000 to a total revised appropriation of \$42,400,000. The Department has advised that scope revisions became necessary during design, including new piping at the elevated tank, incorporating variable frequency drive to ensure control of water flow, and Con Edison utility accommodation costs.

Your Committee is advised that the Department prepared a report dated December 23, 2025 ("District Report") on behalf of the District, which recommends WD305. In its report, the Department has advised that WD305 is necessary for the continued effective operation of the District and therefore is in the public interest. It will provide greater redundancy and reliability in order to ensure a continuous, uninterrupted supply of drinking water to District users in compliance with federal, state and local regulatory requirements. Based on its review, the Department has determined that WD305 is the best, most cost-effective option available to the District for this purpose. A copy of the District Report is attached hereto for your Honorable Board's review.

Your Honorable Board will recall that the District was duly established by Act No. 63-1977 (the "Act"), of the Westchester County Board of Legislators. The District is comprised of the territorial limits of the Grasslands Campus in Valhalla. The Department has advised that the District is not a typical district, as it does not consist of any private one or two family homes. The District does not include any property owned by individual private property owners, but rather it is substantially 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 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 District provides water to over fifty separate County, State, and private facilities including, but not limited to: the Westchester Medical Center; the County Departments of Correction, Public Works and Transportation, Labs and Research and 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.

As your Honorable Board may further recall, Article 5-A of the New York County Law ("Article 5-A") imposes certain legal requirements on the County before projects can move forward. One such requirement is that your Honorable Board must conclude, after holding a public hearing that the proposed action is in the public interest. In this regard, a proposed resolution authorizing legal notice for the necessary public hearing is attached hereto ("Public Hearing Resolution"), which sets a date for a public hearing and annexes a copy of the notice to be published ("Notice"), as well as directing the Clerk to publish said Notice.

Further, as your Honorable Board may recall, pursuant to Article 5-A, approval of the New York State Comptroller's Office ("State Comptroller") is required in certain instances for the issuance of bonds to finance an increase and improvement of water district facilities. Section 268.3 of Article 5-A provides, in pertinent part, that:

"Whenever it is proposed or required that the county in which a district is located shall finance an expenditure or contract for the purposes authorized in this section by the issuance of the bonds...and the cost to the typical property or, if different, the typical one or two family home...is above the average estimated cost to the typical properties

or

homes for similar types of expenditures as may be annually computed by the state comptroller, no such expenditure shall be made or contract let, unless the state comptroller, on behalf of the state, shall consent to such expenditure." (Emphasis added).

In accordance with the above-referenced section, the State Comptroller typically issues annual guidelines setting forth average estimated costs with respect to, among other things, county water districts. The guidelines designate cost thresholds for such special districts at or below which approval by the State Comptroller's Office is determined to be unnecessary. For 2026, the State Comptroller published that "there was insufficient data to calculate meaningful average estimated costs. Therefore, any type of district not listed above will be subject to applicable requirements for obtaining the State Comptroller's approval, irrespective of the cost to the typical property or home, if debt is proposed to be issued to finance the improvement." The State Comptroller's Office did not issue a 2026 cost threshold for water districts, so approval of the State Comptroller is required for WD305. A copy of the guidelines has been annexed hereto.

Your Committee is 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 WD305 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.

Further, as your Honorable Board may recall, in order to obtain the approval of the State Comptroller, State regulations require that the County submit a verified application (“Application”) in the form prescribed by 2 NYCRR Part 85 (“State Regulations”), to the Office of the State Comptroller. The State Regulations further require that your Honorable Board adopt a resolution (“State Regulations Resolution”) stating that it believes the following: the contents of the Application are accurate; that the proposed improvements are in the public interest; that said improvements will not constitute an undue burden on the property that will bear the cost thereof; and if the cost of the proposed improvements are to 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. Should your Honorable Board, after the conclusion of the public hearing determine that the proposed increase and improvements are in the public interest, the Application and State Regulations Resolution are annexed hereto for your Honorable Board’s review and approval.

The Planning Department (“Planning”) has advised your Committee that based on its review, the actions described in this legislation have been classified as “Unlisted” under the State Environmental Quality Review Act (“SEQR”). A Resolution, and proposed Negative Declaration, along with an Environmental Assessment Form, prepared by Planning, are attached to assist your Honorable Board in complying with SEQR. Upon review, your Committee concludes that the proposed action will not have any significant impact on the environment and recommends the adoption of the Resolution adopting the Negative Declaration. As you know, a determination of significance must be made prior to enacting the aforementioned Acts.

The Planning Department has advised that the Planning Board has previously reviewed WD305 and issued a report, and that since there is no change in the location, size or

character of the project and this is simply a change in the financing plan, no further action by the Planning Board is necessary at this time.

In order to proceed with WD305, approval of your Honorable Board is needed as follows:

1. Public Hearing Resolution – authorizing a public hearing to be held;
2. SEQR Resolution
3. Act – authorizing the County to proceed with WD305 for the benefit of the District and to implement improvements necessary, subject to an order of the State Comptroller;
4. Act - authorizing that a verified application be submitted to the State Comptroller;
5. State Regulations Resolution – as required by the State Regulations (2 NYCRR Part 85) in order to submit the verified application to the State Comptroller; and
6. Capital Budget Amendment - to amend the County’s current-year capital budget to increase the County share for WD305 by \$10,000,000; and
7. Bond Act – prepared by the law firm Norton Rose Fulbright, authorizing the issuance of up to an additional \$40,000,000 in bonds of the County to finance construction management and construction of a pumping station and transmission main or mains for the conveyance of treated water from the New York City Department of Environmental Protection’s Ultraviolet Light Disinfection Facility at Eastview in the Town of Mount Pleasant to County Water District No. 3, including ancillary or related work and incidental expenses for WD305, subject to the consent of the State Comptroller authorizing such expenditure.

Your Committee has carefully considered WD305 and based on its importance, it is recommended that your Honorable Board adopt the Public Hearing Resolution. Furthermore, in the event that your Honorable Board should, following the public hearing, conclude that the proposed actions are in the public interest, it is recommended that your Honorable Board adopt the remainder of the legislative package, noting that the Bond Act may only be enacted following adoption of the Capital Budget Amendment. It should also be noted that an affirmative vote of two-thirds of the members of your Honorable Board is required in order to amend the County's Capital Budget and to adopt the Bond Act, while a majority vote is required to adopt the remainder of the legislative package.

Dated: April 27, 2026
White Plains, New York

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J. W. J.

Shahin
Vedat Jadin
Arast Nardou
J. W. J.

COMMITTEE ON
c/MG/1-6-26

Budget & Appropriations

Infrastructure & Housing

Dated: April 27, 2026
White Plains, New York

The following members attended the meeting remotely and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below.

Committee(s) on:

**BUDGET & APPROPRIATIONS
COMMITTEE**



**INFRASTRUCTURE & HOUSING
COMMITTEE**



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: _____</p>		
<p>Gray Squirrel _____</p>	<p>White tailed deer _____</p>	<p>Striped Skunk _____</p>
<p>Raccoon _____</p>	<p>American Robin _____</p>	<p>_____</p>
<p>Rock Pigeon _____</p>	<p>American Crow _____</p>	<p>_____</p>
<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?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes:	
i. Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site <input checked="" type="checkbox"/> Historic Building or District	
ii. Name: <u>Hammond House</u>	
iii. Brief description of attributes on which listing is based:	
<u>Architectural, Military</u>	
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?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
g. Have additional archaeological or historic site(s) or resources been identified on the project site?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes:	
i. Describe possible resource(s): <u>Historic and archeological resources have been identified nearby, but none within project boundaries. However,</u>	
ii. Basis for identification: <u>Phase 1A survey suggests certain (undisturbed) areas may have the potential for precontact findings.</u>	
h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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?	
<input type="checkbox"/> Yes <input type="checkbox"/> 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

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)	D2g	<input type="checkbox"/>	<input type="checkbox"/>
ii. More than 3.5 tons/year of nitrous oxide (N ₂ O)	D2g	<input type="checkbox"/>	<input type="checkbox"/>
iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs)	D2g	<input type="checkbox"/>	<input type="checkbox"/>
iv. More than .045 tons/year of sulfur hexafluoride (SF ₆)	D2g	<input type="checkbox"/>	<input type="checkbox"/>
v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions	D2g	<input type="checkbox"/>	<input type="checkbox"/>
vi. 43 tons/year or more of methane	D2h	<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.) <i>If "Yes", answer questions a - h. If "No", go to Section 18.</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'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) <i>If "Yes", answer questions a - g. If "No", proceed to Part 3.</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 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

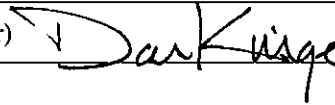
Name of Responsible Officer in Lead Agency: Malika Vanderberg

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 #: <u>WD305</u>		<input type="checkbox"/> NO FISCAL IMPACT PROJECTED	
SECTION A - CAPITAL BUDGET IMPACT To Be Completed by Budget			
<input type="checkbox"/> GENERAL FUND	<input type="checkbox"/> AIRPORT FUND	<input checked="" type="checkbox"/> SPECIAL DISTRICTS FUND	
Source of County Funds (check one):		<input type="checkbox"/> Current Appropriations	
		<input checked="" type="checkbox"/> Capital Budget Amendment	
SECTION B - BONDING AUTHORIZATIONS To Be Completed by Finance			
Total Principal	\$ 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:	<u>Jazmin Logan</u>	Reviewed By:	
Title:	<u>Environmental Project Director</u>		
Department:	<u>Environmental Facilities</u>		
Date:	<u>4/2/26</u>		
			Budget Director
			<u>4/3/26</u>

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:* WD305	<input checked="" type="checkbox"/> CBA	Fact Sheet Date:* 01-02-2026
Fact Sheet Year:* 2026	Project Title:* COUNTY WATER DISTRICT #3 - EASTVIEW PUMPING STATION	Legislative District ID: 3, 12, 8,
Category* SEWER AND WATER DISTRICTS	Department:* ENVIRONMENTAL FACILITIES	CP Unique ID: 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:

- | | | |
|---------------------------------------|--|---|
| <input type="checkbox"/> County Staff | <input checked="" type="checkbox"/> Consultant | <input type="checkbox"/> 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

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

Your Committee is in receipt of an Act authorizing the transfer of appropriations across County departments in the amount of \$41,934,883. These transfers are required to complete the 2025 fiscal year on a sound financial basis, and are fully funded by savings within the 2025 Operating Budget.

Pursuant to Section 167.121 of the Laws of Westchester County, this Act requires authorization by the Board of Legislators.

The attached Act contains an increase in the appropriations for various departments. Increased appropriations are needed primarily for a higher than anticipated Disproportionate Share Medicaid transfer to Westchester Medical Center, increased Tuition for Children with Special Needs and increased Employee Health Insurance costs. These increases are fully funded by savings from other departments during fiscal year 2025.

Your Committee is informed that the proposed act does not meet the definition of an action under New York State Environmental Quality Review Act ("SEQRA") and its implementing regulations 6 NYCRR Part 617. Please refer to the memorandum from the Department of Planning, dated January 9, 2026, which is on file with the Clerk of the Board of Legislators. Your Committee concurs in this conclusion.

Your Committee, after careful consideration, recommends the adoption of this Act.

Vedat Jeshi
Arat Nandrew
Shelli
J. De

Date: 4/27/2026

Budget & Appropriations

Dated: April 27, 2026
White Plains, New York

The following members attended the meeting remotely and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below.

Budget & Appropriations

A handwritten signature in cursive script, appearing to read "Joseph P. Holstein".

FISCAL IMPACT STATEMENT

SUBJECT: 2025 Year End BOL Transfers NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

To be completed by submitting department and approved by Budget

SECTION A - FUND

GENERAL FUND AIRPORT FUND SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense \$ _____

Total Current Year Revenue \$ _____

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

Identify Accounts: _____

Potential Related Operating Budget Expenses: Annual Amount _____

Describe: _____

Potential Related Operating Budget Revenues: Annual Amount _____

Describe: _____

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

Current Year: _____

Next Four Years: _____

Prepared by: Christina Rampata

Approved By: Lawrence Soule

Title: Deputy Budget Director

Budget Director

Department: Budget

Date: 4/10/26

Date: 4/10/26

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

SECTION 1. The following transfers in 2025 County Operating Budget are hereby authorized:

Dept	Expenditure Type	Transfer Amount
County Executive (101-11)	1010 Annual Regular Salaries	(562,516.00)
County Executive (101-11)	4380 Contractual Services	(871,241.00)
Elections (101-14)	1010 Annual Regular Salaries	(450,671.00)
Elections (101-14)	1400 Overtime	(608,178.00)
Elections (101-14)	3600 Printing and Office Supplies	(1,146,577.00)
Elections (101-14)	4420 Technical Services	(3,435,777.00)
Information Technology (101-16)	1010 Annual Regular Salaries	(866,431.00)
Information Technology (101-16)	4070 Equipment Service & Rental	(2,789,926.00)
Board of Acquisition & Contract (101-17)	1010 Annual Regular Salaries	20,591.00
Planning (101-19)	4380 Contractual Services	(903,041.00)
Emergency Services (101-20)	4380 Contractual Services	(2,168,322.00)
Social Services (101-22)	5761 Medicaid - Disproportionate Share	15,622,609.00
Mental Health (101-26)	4940 Criminal Law Procedure	281,222.00
Health (101-27)	4538 Tuition	7,669,995.00
Correction (101-35)	1010 Annual Regular Salaries	(4,659,833.00)
Correction (101-35)	1400 Overtime	(3,511,984.00)
Correction (101-35)	2300 Replacement Equipment	(727,551.00)
Correction (101-35)	4445 Prisoner Transport	(4,781,210.00)
Correction (101-35)	5280 Services By Public Works Dept	(1,282,699.00)
Public Safety (101-38)	1010 Annual Regular Salaries	(2,694,855.00)
Public Safety (101-38)	1490 Holiday Overtime	(862,360.00)
Public Safety (101-38)	2400 Replacement Equipment	(1,365,671.00)
Public Safety (101-38)	3240 General Supplies	(263,491.00)
Public Safety (101-38)	4070 Equipment Service & Rental	(1,696,655.00)
Probation (101-39)	1010 Annual Regular Salaries	(1,315,175.00)
Office of Assigned Counsel (101-43)	4420 Technical Services	(420,474.00)
Public Works (101-46)	1010 Annual Regular Salaries	(585,306.00)
Public Works (101-46)	4380 Contractual Services	(3,964,939.00)
Miscellaneous Budgets (101-52)	1680 Employee Health Insurance	11,589,969.00
Miscellaneous Budgets (101-52)	4937 Contribution-6N Fund	3,151,090.00
Parks, Recreation and Conservation (165-42)	1200 Hourly Wages	3,599,407.00

Dept

Expenditure Type

Transfer Amount

TOTAL TRANSFER AUTHORITY
REQUEST

\$41,934,883

SECTION 2. This ACT shall take effect immediately.

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

Your Committee is in receipt of an Act authorizing the amendment of the 2025 County Operating Budget in the amount of \$27,744,180 and the 2025 County Special District Budget in the amount of \$1,169,454.

Pursuant to Section 167.121 of the Laws of Westchester County, this Act requires authorization by the Board of Legislators.

The attached Act increases the 2025 appropriations for the Department of Social Services by \$27,744,180 and increases revenues in the miscellaneous budget by an equal amount. Disproportionate share hospital (DSH) payments to the medical center were higher than anticipated due an unexpected reconciliation payment from New York State for State Fiscal Years 2022-23. This increase is fully funded by the additional revenues received within the 2025 fiscal year and contained in the Act.

Also included in this requested amendment are appropriations increases for debt service and certiorari expenses within the County's sanitary sewer district funds. These amended appropriations are fully funded through fund balances for each of the districts.

Your Committee is informed that the proposed act does not meet the definition of an action under New York State Environmental Quality Review Act ("SEQRA") and its implementing regulations 6 NYCRR Part 617. Please refer to the memorandum from the Department of Planning, dated January 9, 2026, which is on file with the Clerk of the Board of Legislators. Your Committee concurs in this conclusion.

Your Committee, after careful consideration, recommends the adoption of this Act.

Debra G. Gadi
Anast Vashuk
Shirley
J. De

Date: 4/27/2026

Budget & Appropriation

FISCAL IMPACT STATEMENT

SUBJECT: 2025 Budget Amendment

NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

To be completed by submitting department and approved by Budget

SECTION A - FUND

GENERAL FUND

AIRPORT FUND

SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense \$ 28,913,634

Total Current Year Revenue \$ 28,913,634

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

Identify Accounts: See attached Act

Potential Related Operating Budget Expenses: Annual Amount _____
Describe: _____

Potential Related Operating Budget Revenues: Annual Amount _____
Describe: _____

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

Next Four Years: _____

Prepared by: Mark Medwid
Title: Associate Budget Director
Department: Budget
Date: 4/23/26

Approved By: Christina Rampata
Budget Director
Date: 4/23/26

ACT _____ 2026

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

SECTION 1. The 2025 County Operating Budget shall be amended as follows:

EXPENDITURES:

Department of Social Services		
Medicaid - Disproportionate Share Hospital (101-22-8900-5761)	\$	27,744,180
TOTAL GENERAL FUND EXPENSE	\$	27,744,180

REVENUES:

Miscellaneous Budget		
Other Miscellaneous - (101-52-1000-9670)	\$	27,744,180
TOTAL GENERAL FUND REVENUE	\$	27,744,180

SECTION 2. The 2025 County Special Districts Budget shall be amended as follows:

EXPENDITURES:

Bronx Valley Sewer District		
Certiorari Expenses (224-60-0410-5101)	\$	849,076
Central Yonkers Sewer District		
Certiorari Expenses (225-60-0510-5101)	\$	85,379
Mamaroneck Valley Sewer District		
Judgements (227-60-0710-4990)	\$	65,427
Yonkers Joint Wastewater Treatment Plant		
Bond Interest (234-60-1410-4463)	\$	169,572
TOTAL SPECIAL DISTRICT EXPENSE	\$	1,169,454

REVENUES:

Bronx Valley Sewer District		
Appropriated Fund Balance (224-60-0410-9652)	\$	849,076
Central Yonkers Sewer District		
Appropriated Fund Balance (225-60-0510-9652)	\$	85,379
Mamaroneck Sanitary Sewer District		
Appropriated Fund Balance (227-60-0710-9652)	\$	65,427
Yonkers Joint Wastewater Treatment Plant		
Transfer In from Districts (234-60-1410-9696)	\$	169,572
TOTAL SPECIAL DISTRICT REVENUE	\$	1,169,454

SECTION 3. This ACT shall take effect immediately.

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

Your Committee is in receipt of a transmittal from the County Executive recommending approval of an Act that, if adopted, would authorize the County of Westchester (the “County”) to grant permanent and temporary easements to the New York Power Authority (“NYPA”) and New York Transco LLC (“Transco”) over certain County roads and County real property in order to facilitate the Propel NY Energy underground electric transmission project (the “Project”). Pursuant to the terms of the proposed easement agreement with NYPA and Transco, the County would convey to Transco and NYPA, and their successors and assigns, the right to lay, maintain, operate and replace electrical lines under, over and across the Easement Areas (defined below) along with all related equipment and appurtenances.

Your Committee is advised that NYPA and Transco are jointly developing the Project to address a New York Public Service Commission identified transmission need. NYPA and Transco’s Project was selected through a competitive bidding process by the New York Independent System Operator, which monitors the reliability of the state’s power system and coordinates the daily operations to distribute electricity supply. The Project will improve the reliability, resiliency and increase the energy capacity of New York’s electric grid through the installation of new underground and submarine transmission lines and new and upgraded substations through portions of Long Island, New York City and Westchester County. The Project is the first major transmission project in southern New York in more than 30 years. The Project’s bi-directional transmission lines will move any available generation sources to boost overall system reliability, alleviate existing electric grid congestion, and aid in managing increasing electrical demand.

NYPA and Transco have asked the County to grant a permanent easement to construct, install, and operate underground transmission lines and ancillary equipment, manholes, and appurtenances (collectively, the “Transmission Line”) under County property and County roads. The County would also grant a temporary easement for

purposes of construction staging and temporary storage of vehicles, machinery, equipment, and materials, and for vehicle, pedestrian, and equipment access during construction. In consideration of the easements granted, NYPA and Transco will pay the appraised value to the County and will restore all disturbed areas. The easement areas (“Easement Areas”) are comprised of:

- A) Tuckahoe Road (County Road 59 and County Road 36) in the City of Yonkers -_approximately 0.24 miles from a point approximately 180 feet west of East Grassy Sprain Road to Salisbury Road; and, approximately 0.19 miles from Iroquois Road to Parkview Avenue (totaling 34,871 square feet);
- B) Main Street (County Road 37) in the Village of Tuckahoe and Town of Eastchester - approximately 0.17 miles in Main Street from Cameron Place to Winter Hill Road (totaling 27,828 square feet);
- C) Winter Hill Road (County Road 37) in the Village of Tuckahoe - approximately 0.07 miles from Main Street to Midland Avenue (totaling 7,925 square feet); and
- D) Bronx River Parkway Reservation - approximately 0.16 miles from the west boundary of Parcel Tax ID 1.9-9008-1 (City of Yonkers) at Parkview Avenue, across Parcel Tax ID 22./1/2.-T, to the east boundary of Parcel Tax ID 22./1/2.-B at Garrett Avenue (totaling 21,566 square feet).

With respect to the easement area involving the Bronx River Parkway Reservation, it should be noted that pursuant to Section 249.111(4) of the Laws of Westchester County, the Commissioner of the Department of Parks, Recreation and Conservation may recommend to the Board of Legislators the grant of an easement to a corporation for the purpose of laying electrical conduits within and across County parkland.

As your Honorable Board is aware, no action may be taken with regard to the proposed legislation until the requirements of State Environmental Quality Review Act

("SEQR") have been met. The Department of Planning has advised your Committee that based on its review, the authorization of the easements may be classified as a "Type II" action pursuant to the SEQR and its implementing regulations, 6 NYCRR Part 617. Therefore, no environmental review is required. Your Committee has reviewed the annexed SEQR documentation and concurs with this recommendation.

Your Committee is further advised that pursuant to Section 104.11(2) of the County Charter, the attached Act requires an affirmative vote of two-thirds of the members of your Honorable Board to take effect. Your Committee has carefully considered and recommends approval of the proposed Act.

Dated: April 27, 2026
White Plains, New York

Vedat Fedir
Anast Nardari
Shelli
J. D.
George William Jones

COMMITTEE ON
Budget & Appropriations

c/dlv 4-13-26

Dated: April 27, 2026
White Plains, New York

The following members attended the meeting remotely and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below.

Budget & Appropriations

A handwritten signature in cursive script, appearing to read "Joseph P. Griffin".

FISCAL IMPACT STATEMENT

SUBJECT: County Easements to NYPA and Transco

NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

To be completed by submitting department and approved by Budget

SECTION A - FUND

GENERAL FUND

AIRPORT FUND

SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense \$ _____

Total Current Year Revenue \$ 949,000

Source of Funds (check one):

Current Appropriations

Transfer of Existing

Additional Appropriations

Appropriations Other (explain)

Identify Accounts: 165 42 6100 9280 \$222,000; 101 46 6000 9289 \$727,000

Easements for Propel NY Energy underground electric transmission project

Potential Related Operating Budget Expenses: Annual Amount _____

Describe: _____

Potential Related Operating Budget Revenues: Annual Amount _____

Describe: _____

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

Current Year: _____

Next Four Years: _____

Prepared by: Dianne Vanadia

Approved By: Christina Rampata

Title: Associate Budget Director

Budget Director

Department: Budget Department

Date: 4/14/26

Date: 4/14/26

ACT NO. _____ - 2026

AN ACT authorizing the County of Westchester to grant permanent and temporary easements to the New York Power Authority and New York Transco LLC over certain County roads and County real property in order to facilitate the Propel NY Energy underground electric transmission project.

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 grant permanent and temporary easements to the New York Power Authority (“NYPA”) and New York Transco LLC (“Transco”), and their successors and assigns, over certain County roads and County real property in order to facilitate the Propel NY Energy underground electric transmission project. The proposed easement agreement with NYPA and Transco shall include the right to lay, construct, install, maintain, operate and replace underground transmission lines and ancillary equipment, manholes, and appurtenances (collectively, the “Transmission Line”). The County would also grant a temporary easement for purposes of construction staging and temporary storage of vehicles, machinery, equipment, and materials, and for vehicle, pedestrian, and equipment access during construction. The easement areas shall be comprised of:

- A) Tuckahoe Road (County Road 59 and County Road 36) in the City of Yonkers -_approximately 0.24 miles from a point approximately 180 feet west of East Grassy Sprain Road to Salisbury Road; and, approximately 0.19 miles from Iroquois Road to Parkview Avenue (totaling 34,871 square feet);
- B) Main Street (County Road 37) in the Village of Tuckahoe and Town of Eastchester - approximately 0.17 miles in Main Street from Cameron Place to Winter Hill Road (totaling 27,828 square feet);

- C) Winter Hill Road (County Road 37) in the Village of Tuckahoe - approximately 0.07 miles from Main Street to Midland Avenue (totaling 7,925 square feet); and
- D) Bronx River Parkway Reservation - approximately 0.16 miles from the west boundary of Parcel Tax ID 1.9-9008-1 (City of Yonkers) at Parkview Avenue, across Parcel Tax ID 22./1/2.-T, to the east boundary of Parcel Tax ID 22./1/2.-B at Garrett Avenue (totaling 21,566 square feet).

§2. NYPA and Transco shall pay the appraised value to the County as consideration for both the permanent and temporary easements and shall restore all disturbed areas.

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

§4. This Act shall take effect immediately.

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

Your Committee is in receipt of a communication from the County Executive recommending the approval of an Act which would authorize the County of Westchester (“County”), acting by and through its Department of Public Safety (“Department”), to: (i) enter into a grant agreement with the United States Department of Justice, Bureau of Justice Assistance (“BJA”), pursuant to which the County will accept grant funds in the amount not-to-exceed \$75,545 (the “JAG funds”) under the BJA FY24 Edward Byrne Memorial Justice Assistance Grant (“JAG grant program”), for the period from October 1, 2023 through September 30, 2027 (the “Agreement”); and (ii) authorize the County, acting by and through its Department, to enter into an inter-municipal agreement (“IMA”) with the City of Yonkers and the City of Mount Vernon (the “Municipalities”), in which the County shall administer the distribution of the JAG funds to the Municipalities, for the period from October 1, 2023 through September 30, 2027.

Pursuant to the IMA, of the \$75,545 of the JAG Funds, the County will disburse \$36,640 to the City of Yonkers, and the County will disburse \$21,019 to the City of Mt. Vernon. City of Yonkers will use the disbursed JAG funds to fund approximately 445 hours of police overtime, particularly those that reduce gun violence, such as high saturation, law enforcement patrols to combat crime, quality of life complaints, and for investigations such as burglary, robbery, auto related crimes and gun tracings. City of Mount Vernon will use the disbursed JAG funds for technology improvements and equipment by enhancing its Body Worn Camera program and to purchase additional body worn cameras to promote public trust, accountability, and transparency. The County will use the remainder of the balance of the JAG Funds of \$17,886 to fund overtime costs to coordinate investigations with the narcotics unit, DEA task force as well as the FBI task force to combat the growing fentanyl and heroin epidemic as well as other violent crimes within Westchester County.

The County will disburse the JAG funds in accordance with the terms and conditions of the both the Agreement and the IMA, and only after receipt of all appropriate documentation from the Municipalities.

The JAG grant program allows local governments to support a broad range of activities to prevent and control crime based on local needs and conditions.

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

Approval of the proposed IMA must be by an affirmative vote of not less than a majority of your Honorable Board. Based upon careful consideration of the foregoing, your Committee recommends the adoption of the aforementioned Act.

Date: 4/27, 2026
White Plains, New York

[Signature]
Debat Jaslin
Aunt Nandee
J. W.
Suzanne Billieme John

[Signature]
Debat Jaslin
Margaret A. Ciro
Debat Jaslin
J. W.

COMMITTEE ON

Budget & Appropriations

Public Safety & Veterans

Dated: April 27, 2026

White Plains, New York

The following members attended the meeting remotely and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below.

Budget and Appropriations

A handwritten signature in black ink, appearing to read "Joseph Holstein". The signature is written in a cursive style with a large initial "J".

ACT NO. _____-20____

AN ACT to authorize the County of Westchester to (i) enter into a grant agreement with the United States Department of Justice, Bureau of Justice Assistance to accept grant funds in the amount not-to-exceed \$75,545 under the FY24 Edward Byrne Memorial Justice Assistance Grant, (ii) enter into an inter-municipal agreement with the City of Yonkers and the City of Mount Vernon.

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 Public Safety (“Department”), is hereby authorized to enter into a grant agreement with the United States Department of Justice, Bureau of Justice Assistance (“BJA”), pursuant to which the County will accept grant funds in the amount not-to-exceed \$75,545 (the “JAG funds”) under the BJA FY24 Edward Byrne Memorial Justice Assistance Grant, for the period from October 1, 2023 through September 30, 2027 (the “Agreement”).

§2. The County, acting by and through its Department is hereby authorized to enter into an inter-municipal agreement (“IMA”) with the City of Yonkers and the City of Mount Vernon (the “Municipalities”), pursuant to which the County shall administer the distribution of the JAG funds to the Municipalities, for the period from October 1, 2023 through September 30, 2027. Pursuant to the IMA, of the \$75,545 of the JAG Funds, the County will disburse \$36,640 to the City of Yonkers, and the County will disburse \$21,019 to the City of Mt. Vernon.

City of Yonkers will use the disbursed JAG funds to fund approximately 445 hours of police overtime, particularly those that reduce gun violence, such as high saturation, law enforcement patrols to combat crime, quality of life complaints, and for investigations such as burglary, robbery, auto related crimes and gun tracings. City of Mount Vernon will use the disbursed JAG funds for technology improvements and equipment by enhancing its Body Worn Camera program and to purchase additional body worn cameras to promote public trust, accountability, and transparency. The County will use the remainder of the balance of the JAG Funds of \$17,886 to fund overtime costs to coordinate investigations with the narcotics unit, DEA task force as well as the FBI task force to combat the growing fentanyl and heroin epidemic as well as other violent crimes within Westchester County.

The County will disburse the JAG funds in accordance with the terms and conditions of the both the Agreement and the IMA, and only after receipt of all appropriate documentation from the Municipalities.

§3. The County Executive, or his duly authorized designee, is hereby authorized and empowered to take such actions and to execute and deliver such instruments as may be necessary and appropriate to accomplish the purposes hereof.

§4. This Act shall take effect immediately.

RESOLUTION NO. _____ - 2026

RESOLVED, that this Board hold a public hearing pursuant to Section 209.141(4) of the Laws of Westchester County on Local Law Intro. No. _____ – 2026, entitled “A LOCAL LAW 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 _____ .m. on the _____ day of _____, 2026 in the Chambers of the Board of Legislators, 8th Floor, Michaelian Office Building, White Plains, New York. The Clerk of the Board shall cause notice of the time and date of such hearing to be published at least once in one or more newspapers published in the County of Westchester and selected by the Clerk of the Board for that purpose in the manner and time required by law.

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

Your Committee is in receipt of a communication from the County Executive wherein he requests, pursuant to Section 104.11(5)(b) of the Laws of Westchester County (“LWC”), that your Honorable Board adopt a local law that, if adopted, would authorize the County of Westchester (the “County”) to enter into a lease agreement with Citigroup, Inc. (“Citi”), pursuant to which the County would 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.

Your Committee has been advised that, under the proposed lease agreement, Citi would pay the County an annual, base rent of \$1,199,440.00 during the first year of the term, with that rent being adjusted effective June 1 of each succeeding year by the greater of, (a) the increase between the then-current applicable Consumer Price Index and the applicable Consumer Price Index for the previous June, or (b) three percent (3%); provided, however, that in no event shall the annual rent be decreased and in no event shall the annual rent increase exceed five percent (5%).

Your Committee has been advised that Citi currently leases Hangar E - Bay 2, and substantially the same related space, from the County under a lease agreement that will expire on May 31, 2026.

Your Committee has been advised that, pursuant to LWC Section 209.141(4), every local law shall be presented in writing and introduced at a meeting of your Honorable Board. Your Committee has been advised that your Honorable Board shall thereupon fix a day for a public hearing thereon before it, not less than five days thereafter, and direct the Clerk of the Board to cause notice of the time and place of such hearing to be published forthwith at least once in one or more newspapers selected by the Clerk of the Board for that purpose and published in the county. Therefore, the County Executive requests that your Honorable Board review and approve a resolution that will set the time and date for the required public hearing regarding the proposed local law.

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

Your Committee has been advised that, in accordance with LWC Section 104.11(5)(b), the adoption of the proposed local law requires an affirmative vote of two-thirds of all members of your Honorable Board.

After due consideration, your Committee recommends adoption of the proposed local

law.

Dated: April 27, 2026
White Plains, New York

William

Debat Jadin

Anat Nandur

Z. V. R.

Samuel Williams John

William

Debat Jadin

Anat Nandur

Z. V. R.

Budget & Appropriations

Infrastructure & Housing

Dated: April 27, 2026
White Plains, New York

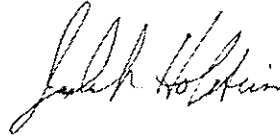
The following members attended the meeting remotely and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below.

Committee(s) on:


**BUDGET & APPROPRIATIONS
COMMITTEE**



**INFRASTRUCTURE & HOUSING
COMMITTEE**



TO: Brian Miller, Associate County Attorney
Department of Law

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

DATE: April 3, 2026

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR LEASE OF
HANGAR E-2 TO CITIGROUP, INC.**

PROJECT/ACTION: An agreement with Citigroup, Inc. for the lease of Hangar E – Bay 2 at the Westchester County Airport for an initial term of 15 years, beginning June 1, 2026, with the option to extend the term by up to two additional 5-year periods. Citigroup has been leasing this hangar space for over 20 years.

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)(1):** maintenance or repair involving no substantial changes in an existing structure or facility;
 - **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)(32):** license, lease and permit renewals, or transfers of ownership thereof, where there will be no material change in permit conditions or the scope of permitted activities.
-

COMMENTS: Under the new lease agreement, Citigroup, Inc. will be responsible for structural and non-structural improvements, repairs and maintenance, that ensure the structural integrity of any building or structure on the leased premises as is a common requirement, which, at this time, may include roof-related repairs or replacements, replacement of end-of-life HVAC units, waterproofing and deck repairs, as well as maintaining all utility service lines within the leased premises that are used exclusively by the lessee.

DSK/cnm

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
April Gasparri, Director of Aviation
Claudia Maxwell, Principal Environmental Planner

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

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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

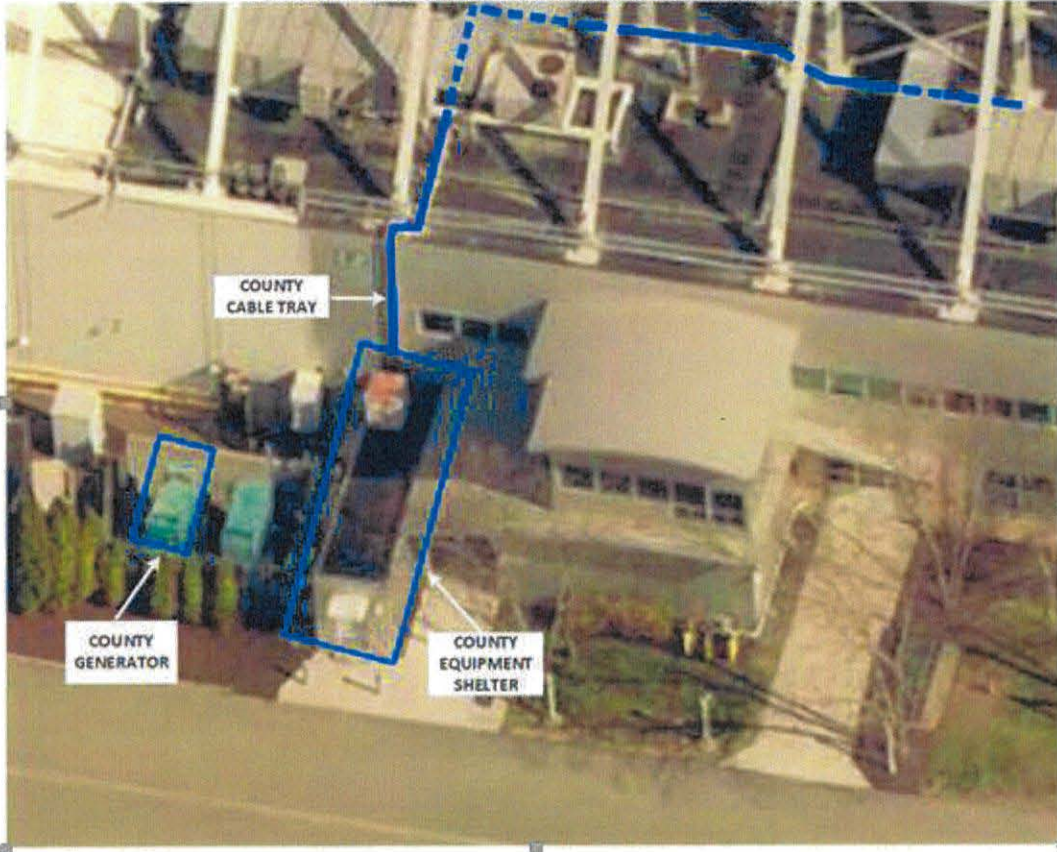
Schedule A

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 8 (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 / 5:1 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	38 lbs (20.8 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

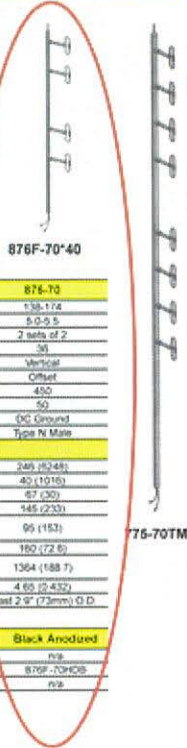
BASE STATION

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 6dBd 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	1.2	3.0
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)	270 (6858)	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. 10e, mph (km/h)	115 (185)	145 (233)
Rated Wind Velocity, 0.3" (7.6mm) dia, 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-lb (kg-m)	1034 (143)	1364 (188.7)
Equip. Flat Plate Area, ft ² (m ²)	3.1 (0.29)	4.65 (0.432)
Mounting Information	107.85 clamp	Mast 2.0" (73mm) O.D.

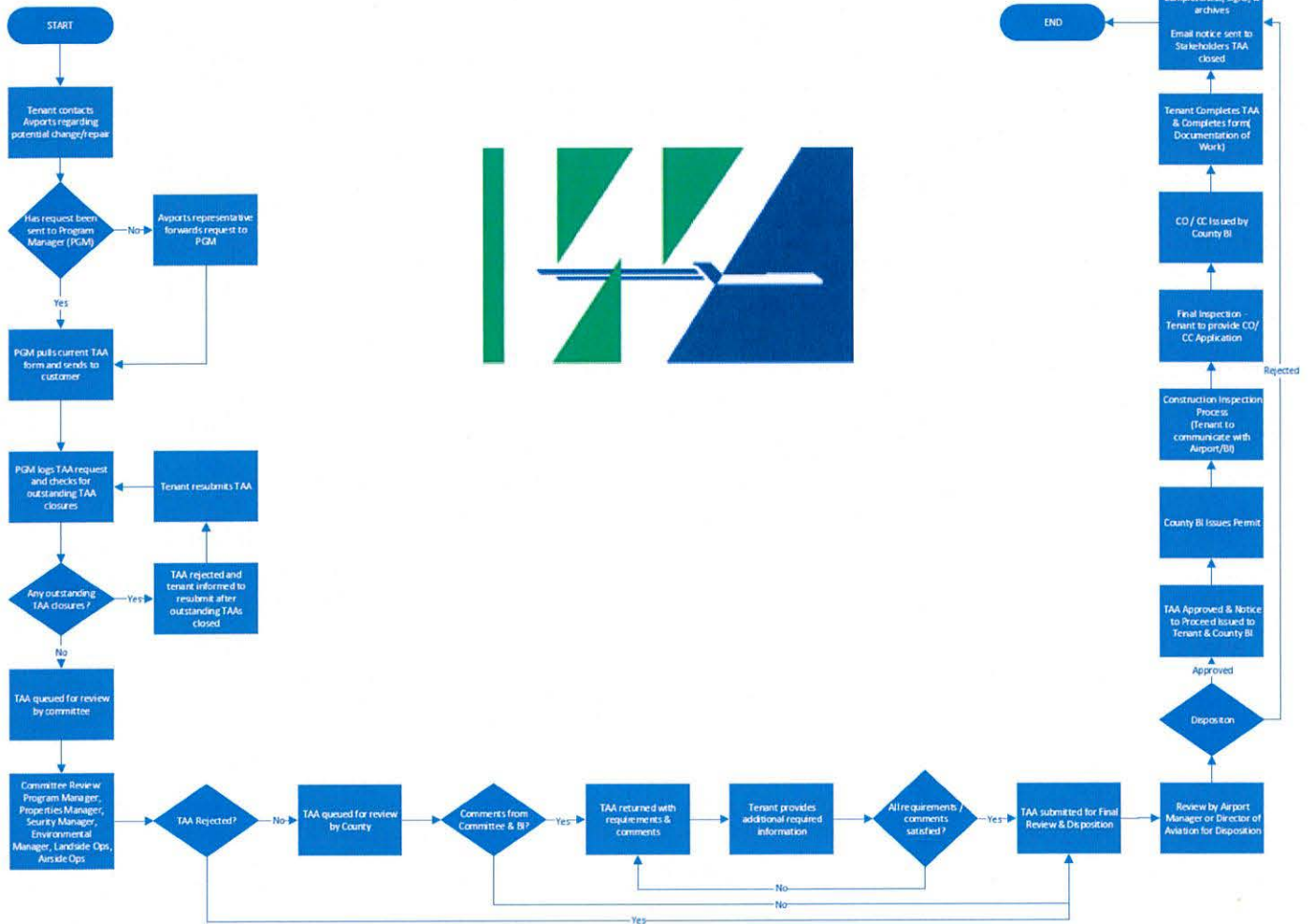
Order Information	2" 872-70	2" 874-70	Side Mount	Top Mount	Black Anodized
845-70	n/a	n/a	n/a	n/a	n/a
876-70	876-70	n/a	876F-70SM	876F-70TM	876F-70HOB
878-70	n/a	878-70	878F-70SM	878F-70TM	n/a

* 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).

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

Your Committee is in receipt of a transmittal from the County Executive recommending approval by the County of Westchester (“County”) of an act, which, if adopted, will amend the County’s current-year capital budget (“Capital Budget Amendment”), as well as adoption of a related bond act (“Bond Act”) in the amount of \$3,540,000 prepared by the law firm Harris Beach Murtha, to finance a new capital project, BCR66 – Correctional Facility Chiller Replacement (“BCR66”).

The proposed Capital Budget Amendment will amend the County’s current-year capital budget to add a new capital project BCR66, and to add a County share for BCR66 in the amount of \$3,540,000.

The Bond Act, in the amount of \$3,540,000, would finance the cost of improvements to the jail tower at the County’s Norwood E. Jackson Correctional Center, including replacement of chiller CH-3 and all related work.

The Department of Correction (“Department”) has advised that the Capital Budget Amendment is necessary to fund the replacement of chiller CH-3 which recently failed. The new chiller will be a modern, energy-efficient equivalent featuring a variable frequency drive to optimize system performance.

Following bond authorization, design will be begin and is estimated to take two months to complete. It is anticipated that design will be completed by in-house staff. It is estimated that work will take eight months to complete and will begin after execution of the purchase and installation contract.

The Planning Department has advised your Committee that based on its review, BCR66 may be classified as a Type “II” action pursuant to the State Environmental Quality Review Act (“SEQR”) and its implementing regulations, 6 NYCRR Part 617. Therefore, no environmental

review is required. Your Committee has reviewed the annexed SEQR documentation and concurs with this recommendation.

In addition, Section 167.131 of the Laws of Westchester County mandates that a capital budget amendment that introduces a new capital project or changes the location, size or character of an existing capital project be accompanied to the Board of Legislators by a report of the Westchester County Planning Board (the "Planning Board") with respect to the physical planning aspects of the project. Accordingly, the Planning Board report for BCR66 will be transmitted under separate cover.

Your Committee has carefully considered the proposed Capital Budget Amendment, as well as the related Bond Act, and recommends approval of both of the proposed Acts, noting that the Bond Act may only be enacted following adoption of the Capital Budget Amendment. It should also be noted that an affirmative vote of two-thirds of the members of your Honorable Board is required in order to amend the County's Capital Budget as well as to adopt the related Bond Act.

Dated: 4/27, 2026
White Plains, New York

Vedat Jasiri
Ament Nardaw
J. W.
Smith
Samuel Williams John

Smith
Vedat Jasiri
Ament Nardaw
J. W.

Ten
C. W.
Margaret A. Cjro
Vedat Jasiri
J. W.

s: MG/4-8-26

Budget & Appropriations

Infrastructure
& Housing

Public Safety
& Veterans 469

Dated: April 27, 2026

White Plains, New York

The following members attended the meeting remotely and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below.

Budget and Appropriations

A handwritten signature in black ink, appearing to read "Jack Holstein". The signature is written in a cursive style with a large initial "J".

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: <u>BCR66</u>		<input type="checkbox"/> NO FISCAL IMPACT PROJECTED	
SECTION A - CAPITAL BUDGET IMPACT To Be Completed by Budget			
<input checked="" type="checkbox"/> GENERAL FUND	<input type="checkbox"/> AIRPORT FUND	<input type="checkbox"/> SPECIAL DISTRICTS FUND	
Source of County Funds (check one):		<input type="checkbox"/> Current Appropriations	
		<input checked="" type="checkbox"/> Capital Budget Amendment	
SECTION B - BONDING AUTHORIZATIONS To Be Completed by Finance			
Total Principal	\$ 3,540,000	PPU	10
		Anticipated Interest Rate	2.87%
Anticipated Annual Cost (Principal and Interest):			\$ 412,405
Total Debt Service (Annual Cost x Term):			\$ 4,124,050
Finance Department:	Interest rates from April 14, 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:	38		
Prepared by:	<u>William Fallon</u>	Reviewed By:	<u><i>Christina Ranzetta</i></u>
Title:	<u>Director of Admin. Services</u>		<u>DV 4/15/26</u>
Department:	<u>Correction</u>		Budget Director
Date:	<u>4/15/26</u>	Date:	<u>4/15/26</u>

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

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



DATE: April 10, 2026

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT:
BCR66 CORRECTIONAL FACILITY CHILLER REPLACEMENT**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on 04/07/2026 (Unique ID: 3210)

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

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

COMMENTS: None.

DSK/oav

cc: Emily Saltzman, Director of Operations
Paula Friedman, Assistant to the County Executive
Tami Altschiller, Assistant Chief Deputy County Attorney
Dianne Vanadia, Associate Budget Director
Robert Abbamont, Director of Operations, Department of Public Works & Transportation
Susan Darling, Chief Planner
Claudia Maxwell, Principal Environmental Planner

An Act amending the 2026 County
 Capital Budget Appropriations for
 Capital Project BCR66 CORRECTIONAL
 FACILITY CHILLER REPLACEMENT

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>\$ 0</u>	<u>\$ 3,540,000</u>	<u>\$ 3,540,000</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	\$ 0	\$ 3,540,000	\$ 3,540,000
Non County Shares	\$ 0	\$ 0	\$ 0
Cash	\$ 0	\$ 0	\$ 0
Total	<u>\$ 0</u>	<u>\$ 3,540,000</u>	<u>\$ 3,540,000</u>

Section 3. The ACT shall take effect immediately.

ACT NO. -20__

BOND ACT AUTHORIZING THE ISSUANCE OF \$3,540,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE IMPROVEMENTS TO THE JAIL TOWER AT THE NORWOOD E. JACKSON CORRECTIONAL CENTER; STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$3,540,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$3,540,000 BONDS HEREIN AUTHORIZED TO FINANCE SUCH COST; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS.

(Adopted , 20__)

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

Section 1. Pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the "Law"), the Westchester County Administrative Code, being Chapter 852 of the Laws of 1948, as amended, to the provisions of other laws applicable thereto, \$3,540,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the cost of the improvements to the jail tower at the Norwood E. Jackson Correctional Center, including replacement of chiller CH-3 and all related work; all as set forth in the County's current year Capital Budget, as amended.

To the extent that the details set forth in this act are inconsistent with any details set forth in the current year Capital Budget of the County, such Budget shall be deemed and is hereby amended. The estimated maximum cost of said objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof is \$3,540,000. The plan of financing includes the issuance of \$3,540,000 bonds herein authorized, and any bond anticipation notes issued in anticipation of the sale of such bonds, and the levy of a tax to pay the principal of and interest on said bonds.

Section 2. The period of probable usefulness applicable to the specific object or purpose for which bonds authorized by this resolution is to be issued within the limitations of Section 11.00 a. 13 of the Law, is ten (10) years.

Section 3. Current funds are not required to be provided as a down payment pursuant to Section 107.00 d. 9. of the Law prior to issuance of the bonds authorized herein, or any bond anticipation notes issued in anticipation of the sale of such bonds. The County intends to finance, on an interim basis, the costs or a portion of the costs of said improvements for which bonds are herein authorized, which costs are reasonably expected to be reimbursed with the proceeds of debt to be incurred by the County, pursuant to this Act, in the maximum amount of \$3,540,000. This Act is a declaration of official intent adopted pursuant to the requirements of Treasury Regulation Section 1.150-2.

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

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

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

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

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

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

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

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

* * *

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

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

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

(SEAL)

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

LEGAL NOTICE

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

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

ACT NO. _____-20__

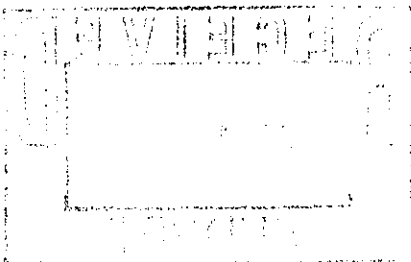
BOND ACT AUTHORIZING THE ISSUANCE OF \$3,540,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE IMPROVEMENTS TO THE JAIL TOWER AT THE NORWOOD E. JACKSON CORRECTIONAL CENTER, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$3,540,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$3,540,000 BONDS HEREIN AUTHORIZED TO FINANCE SUCH COST; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted _____, 20__)

object or purpose: improvements to the jail tower at the Norwood E. Jackson Correctional Center, including replacement of chiller CH-3 and all related work; all as set forth in the County's current year Capital Budget, as amended.

amount of obligations to be issued: and period of probable usefulness: \$3,540,000; ten (10) years

Dated: _____, 20__
White Plains, New York

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



CAPITAL PROJECT FACT SHEET

Project ID:*
BCR66

CBA

Fact Sheet Date:*
04-06-2026

Fact Sheet Year:*
2026

Project Title:*
CORRECTIONAL FACILITY CHILLER 3,
REPLACEMENT

Legislative District ID:

Category*
BUILDINGS, LAND &
MISCELLANEOUS

Department:*
CORRECTION

CP Unique ID:
3210

Overall Project Description

This project provides for the comprehensive replacement of the existing chillers that serve the Jail tower at the Norwood E. Jackson Correctional Center. The first phase of this project replaces Chiller CH-3.

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

FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2026	2027	2028	2029	2030	Under Review
Gross	3,540	0	0	0	0	0	0	3,540
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	3,540	0	0	0	0	0	0	3,540

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

Current Bond Description: Funding is requested for the replacement of chiller CH-3 and all related work.

Financing Plan for Current Request:

Non-County Shares:	\$ 0
Bonds/Notes:	3,540,000
Cash:	0
Total:	\$ 3,540,000

SEQR Classification:

TYPE II

Amount Requested:

3,540,000

Expected Design Work Provider:

- County Staff Consultant Not Applicable

Comments:

A capital budget amendment (CBA) in the amount of \$3,540,000, shown Under Review, is requested to fund the replacement of chiller CH-3 which recently failed.

Energy Efficiencies:

THE NEW CHILLER WILL BE A MODERN, ENERGY-EFFICIENT EQUIVALENT FEATURING A VARIABLE FREQUENCY DRIVE (VFD) TO OPTIMIZE SYSTEM PERFORMANCE.

Total Financing History:

0

Recommended By:

Department of Planning

DVWA

Date

04-07-2026

Department of Public Works

RJB4

Date

04-07-2026

Budget Department

DEV9

Date

04-08-2026

Requesting Department

WPF4

Date

04-08-2026