

Budget & Appropriations Meeting Agenda



Committee Chair: Jewel Williams Johnson

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

Monday, October 6, 2025

10:00 AM

Committee Room

CALL TO ORDER

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

Legislator Colin Smith will be participating remotely from 1132 Main Street, Suite 1, Peekskill, New York 10566

MINUTES APPROVAL

Monday, September 15, 2025 at 1:00 PM Minutes

I. ITEMS FOR DISCUSSION

1. [2025-402](#) **IMA-Services to Seniors to be Funded by County Tax Dollars-Yonkers, New Rochelle**

AN ACT authorizing the County of Westchester to enter into inter-municipal agreements with the City of Yonkers and the City of New Rochelle for the provision of outreach and other services to seniors to be funded with County tax dollars.

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

B&A Only.

Guests: Department of Seniors & Program Services

Commissioner Mae Carpenter

Director of Operations Agnieszka Nowak

Director of Program Development Sandra Brown

2. [2025-403](#) IMA-NYSOFA-Fourth Renewal Option-New Rochelle, Yonkers

AN ACT authorizing the County of Westchester to exercise the fourth and final of its four (4) one-year renewal options under inter-municipal agreements with the City of New Rochelle and the City of Yonkers for information and assistance services.

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

B&A Only.

Guests: Department of Seniors & Program Services

Commissioner Mae Carpenter

Director of Operations Agnieszka Nowak

Director of Program Development Sandra Brown

3. [2025-342](#) CBA-SM033-Mamaroneck WRRF Primary Settling Tank Rehabilitation

AN ACT amending the 2025 County Capital Budget Appropriations for Capital Project SM033 - Mamaroneck WRRF Primary Settling Tank Rehabilitation.

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

Joint with PWT.

Guests: Department of Environmental Facilities

First Deputy Commissioner Lou Vetrone

Deputy Commissioner Nat Federici

Director of Maintenance Steve Elie-Pierre

Environmental Project Director Jazmin Logan

4. [2025-343](#) BOND ACT(Amended)-SM033-Mamaroneck WRRF Primary Settling Tank Rehabilitation

A BOND ACT (Amended) authorizing the issuance of SIXTY MILLION (\$60,000,000) DOLLARS in additional bonds of Westchester County to finance Capital Project SM033 - Mamaroneck Water Resource Recovery Facility (MWRRF) Primary Settling Tank Rehabilitation.

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

Joint with PWT.

Guests: Department of Environmental Facilities

First Deputy Commissioner Lou Vetrone

Deputy Commissioner Nat Federici

Director of Maintenance Steve Elie-Pierre

Environmental Project Director Jazmin Logan

5. [2025-393](#) **PH-Sewer District Mod-Removal-2 Charles Court, Mount Pleasant**

A RESOLUTION to set a Public Hearing on "AN ACT to modify the Saw Mill Valley Sanitary Sewer District by the removal of one (1) parcel of property located at 2 Charles Court, Mt. Pleasant." [Public Hearing set for _____, 2025 at _____ .m.]. ACT INTRO: 2025-395.

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

Joint with PE and PWT.

Guests: Department of Environmental Facilities

First Deputy Commissioner Lou Vetrone

Deputy Commissioner Nat Federici

Director of Maintenance Steve Elie-Pierre

Environmental Project Director Jazmin Logan

6. [2025-394](#) **ENV RES-Sewer District Mod-Removal-2 Charles Court, Mount Pleasant**

AN ENVIRONMENTAL RESOLUTION determining that there will be no significant adverse impact on the environment from the removal of one (1) parcel of property located at 2 Charles Court, Mount Pleasant.

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

Joint with PE and PWT.

Guests: Department of Environmental Facilities

First Deputy Commissioner Lou Vetrone

Deputy Commissioner Nat Federici

Director of Maintenance Steve Elie-Pierre

Environmental Project Director Jazmin Logan

7. [2025-395](#) **ACT-Sewer District Mod-Removal-2 Charles Court, Mount Pleasant**

AN ACT to modify the Saw Mill Valley Sanitary Sewer District by the removal of one (1) parcel of property located at 2 Charles Court, Mount Pleasant.

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

Joint with PE and PWT.

Guests: Department of Environmental Facilities

First Deputy Commissioner Lou Vetrone

Deputy Commissioner Nat Federici

Director of Maintenance Steve Elie-Pierre

Environmental Project Director Jazmin Logan

8. [2025-396](#) **PH-Sewer District Mod.-Removal-634 Chappaqua Road, Mount Pleasant**

A RESOLUTION to set a Public Hearing on a "AN ACT to modify the Saw Mill Valley Sanitary Sewer District by the removal of one (1) parcel of property located at 634 Chappaqua Road, Mount Pleasant." [Public hearing set for _____, , 2025 at _____ .m.].

ACT INTRO: 2025-398.

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

Joint with PE and PWT.

Guests: Department of Environmental Facilities

First Deputy Commissioner Lou Vetrone

Deputy Commissioner Nat Federici

Director of Maintenance Steve Elie-Pierre

Environmental Project Director Jazmin Logan

9. [2025-397](#) **ENV RES-Sewer District Mod.-Removal-634 Chappaqua Road, Mount Pleasant**

AN ENVIRONMENTAL RESOLUTION determining that there will be no significant adverse impact on the environment from the removal of one (1) parcel of property, 634 Chappaqua Road, Mount Pleasant, from the district.

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

Joint with PE and PWT.

Guests: Department of Environmental Facilities

First Deputy Commissioner Lou Vetrone

Deputy Commissioner Nat Federici

Director of Maintenance Steve Elie-Pierre

Environmental Project Director Jazmin Logan

10. [2025-398](#) **ACT-Sewer District Mod.-Removal-634 Chappaqua Road, Mount Pleasant**

AN ACT to modify the Saw Mill Valley Sanitary Sewer District by the removal of one (1) parcel of property, 634 Chappaqua Road, Mount Pleasant.

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

Joint with PE and PWT.

Guests: Department of Environmental Facilities

First Deputy Commissioner Lou Vetrone

Deputy Commissioner Nat Federici

Director of Maintenance Steve Elie-Pierre

Environmental Project Director Jazmin Logan

11. [2025-399](#) PH-Sewer District Mod.-280 Douglas Road, Mount Pleasant

A RESOLUTION to set a Public Hearing on "AN ACT to modify the Saw Mill Valley Sanitary Sewer District by the removal of one (1) parcel of property located at 280 Douglas Road, Mount Pleasant." [Public Hearing set for _____, 2025 at _____ .m.]. ACT INTRO: 2025-401.

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

Joint with PE and PWT.

Guests: Department of Environmental Facilities

First Deputy Commissioner Lou Vetrone

Deputy Commissioner Nat Federici

Director of Maintenance Steve Elie-Pierre

Environmental Project Director Jazmin Logan

12. [2025-400](#) ENV RES-Sewer District Mod.-Removal-280 Douglas Road, Mount Pleasant

AN ENVIRONMENTAL RESOLUTION determining that there will be no adverse impact on the environment from the removal of a parcel of property located at 280 Douglas Road, Mount Pleasant.

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

Joint with PE and PWT.

Guests: Department of Environmental Facilities

First Deputy Commissioner Lou Vetrone

Deputy Commissioner Nat Federici

Director of Maintenance Steve Elie-Pierre

Environmental Project Director Jazmin Logan

13. [2025-401](#) ACT-Sewer District Mod.-Removal-280 Douglas Road, Mount Pleasant

AN ACT to modify the Saw Mill Valley Sanitary Sewer District by the removal of one (1) parcel of property located in the Town of Mount Pleasant.

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

Joint with PE and PWT.

Guests: Department of Environmental Facilities

First Deputy Commissioner Lou Vetrone

Deputy Commissioner Nat Federici

Director of Maintenance Steve Elie-Pierre

Environmental Project Director Jazmin Logan

14. [2025-427](#) ENV RES-RCC17-County Center Facility Improvements

AN ENVIRONMENTAL RESOLUTION determining that there will be no significant adverse impact on the environment from the Amended Bond Act associated with Capital Project RCC17 - County Center Facility Improvements.

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

Joint with PE and PWT.

Guests: Department of Parks, Recreation & Conservation

Commissioner Kathleen O'Connor

First Deputy Commissioner Peter Tartaglia

Director of Development II Rob Lopane

15. [2025-428](#) BOND ACT(Amended)-RCC17-County Center Facility Improvements

AN BOND ACT (Amended) authorizing the issuance of additional bonds of Westchester County in the amount of FIFTEEN MILLION (\$15,000,000) DOLLARS to finance Capital Project RCC17 - County Center Facility Improvements.

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

Joint with PE and PWT.

Guests: Department of Parks, Recreation & Conservation

Commissioner Kathleen O'Connor

First Deputy Commissioner Peter Tartaglia

Director of Development II Rob Lopane

16. [2025-429](#) ACT - Enter into Agreement - Ethics Board-Charles Luke Brussel

AN ACT authorizing the County of Westchester to enter into an agreement with Charles Luke Brussel to serve as both independent consultant and special counsel to the Westchester County Board of Ethics, commencing upon execution and continuing for three (3) year thereafter, in an amount not-to-exceed NINETY THOUSAND (\$90,000) DOLLARS.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND LAW & MAJOR CONTRACTS

Joint with LMC.

Guest: Law Department

County Attorney John Nonna

17. [2025-430](#) ACT - Sandoz Settlement

AN ACT authorizing the County of Westchester to settle the claims against manufacturer Sandoz Inc. in an adversary proceeding filed in the Supreme Court of the State of New York, Westchester County, titled The County of Westchester v Purdue Pharma, et al., arising out of the alleged abuse and misuse of opioids.

Joint with LMC.

Guest: Law Department

Associate County Attorney Loren Zeitler

18. [2025-408](#) HON. VEDAT GASHI - IMA-Village of Croton-on-Hudson-Lorraine Hansberry Coalition

AN ACT authorizing the County to enter into an inter-municipal agreement with the Village of Croton-on-Hudson pursuant to which the Village will provide the cultural program The Mighty Triumvirate: Hansberry, Baldwin and Simone Program 2025 on October 4, 2025 and October 5, 2025 for an amount not to exceed FIVE THOUSAND (\$5,000) DOLLARS.

COMMITTEE REFERRAL: COMMITTEE ON BUDGET & APPROPRIATIONS

B&A Only.

Guest:

Legislator Emiljana Ulaj

II. OTHER BUSINESS**III. RECEIVE & FILE****ADJOURNMENT**

WESTCHESTER COUNTY

Kenneth Jenkins
County Executive

September 9, 2025

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

Dear Honorable Members of the Board of Legislators:

Transmitted herewith for your review and approval is an act (the "Act") which, if adopted by your Honorable Board, would authorize the County of Westchester (the "County"), acting by and through its Department of Senior Programs and Services (the "Department"), to enter into inter-municipal agreements ("IMAs") with the City of Yonkers and the City of New Rochelle, acting by and through their respective Offices for the Aging (the "Municipalities"), pursuant to which the Municipalities will provide outreach and other services to seniors to be funded with County tax dollars. The term of the IMAs will commence retroactive to January 1, 2025 and continue through December 31, 2025. In no event will the total aggregate amount payable for both IMAs exceed the sum of \$30,000.00, payable pursuant to approved budgets.

The programs and services to be provided under the IMAs include the Livable Communities Regional Host services program, which provides outreach to residents to participate in and access various programs and services provided by the Department. Services will also include public information/education programs provided through meetings, educational forums and events at which residents are informed about the Department's myriad programs and services designed to enhance their quality of life.

Your Honorable Board has previously approved similar legislation pursuant to Act No. 72 - 2024. However, the existing authorization expired on December 31, 2024 and a new authorization will be needed to enter into new agreements.

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

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

Sincerely,



Kenneth W. Jenkins
County Executive

KJ/MC/BL/mcz

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

Your Committee is in receipt of a communication from the County Executive recommending the approval of an act (the “Act”) which, if adopted by your Honorable Board, would authorize the County of Westchester (the “County”), acting by and through its Department of Senior Programs and Services (the “Department”), to enter into inter-municipal agreements (“IMAs”) with the City of Yonkers and the City of New Rochelle, acting by and through their respective Offices for the Aging (the “Municipalities”), pursuant to which the Municipalities will provide outreach and other services to seniors to be funded with County tax dollars. The term of the proposed IMAs will commence retroactive to January 1, 2025 and continue through December 31, 2025. In no event will the total aggregate not-to-exceed amount payable for both IMAs exceed the sum of \$30,000.00, payable pursuant to approved budgets.

Your Committee is advised that the programs and services to be provided under the IMAs include the Livable Communities Regional Hosts services program, which provides outreach to residents to participate in and access various programs and services provided by the Department. Services will also include public information/education programs provided through meetings, educational forums and events at which residents are informed about the Department’s myriad programs and services designed to enhance their quality of life.

Your Committee notes that this Honorable Board passed similar authorizing legislation pursuant to Act No. 72 - 2024. However, the existing authorization expired on December 31, 2024 and a new authorization will be needed to enter into new agreements.

Your Committee is informed that the IMAs are exempt from the Westchester County Procurement Policy (the “Policy”) pursuant to section 3(a)iii thereof, which exempts contracts with “. . . any State and any political subdivision, agency or instrumentality thereof.” The IMAs are also exempt pursuant to section 3(a)xix of the Policy, which exempts “any procurement for the purpose of entering into a contract with persons to provide direct services to senior citizens.”

The Planning Department has advised that based on its review, the proposed IMAs do not meet the definition of an “action” under the State Environmental Quality Review Act, 6 NYCRR part 617. As such, no environmental review is required. Please refer to the memorandum from the Department of Planning dated January 14, 2025, which is on file with the Clerk of the Board of Legislators.

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

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

Dated: _____, 2025
White Plains, New York

COMMITTEE ON

C/mcz/8.5.2025

FISCAL IMPACT STATEMENT

SUBJECT: County Funds

☐ 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 \$ 30000

Total Current Year Revenue \$ 30000

Source of Funds (check one): ☒ Current Appropriations

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

Identify Accounts: 101-24-4957

Potential Related Operating Budget Expenses: Annual Amount \$ 30000

Describe: Funds received from the County for various programs and services for Westchester County senior citizens.

Potential Related Revenues: Annual Amount \$ 0

Describe: _____

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

Current Year: Without these funds, the Department would not be able to provide senior services including Livable Communities Outreach and public information/education

Next Four years:

Estimated to be same as above each year.

Prepared by: Sandra Brown

Title: Director of Program Development II

Department: Senior Programs & Svcs.

Reviewed By: Clinton Ranzette

Deputy Budget Director

9/8/2025

If you need more space, please attach additional sheets.

AN ACT authorizing the County of Westchester to enter into inter-municipal agreements with the City of Yonkers and the City of New Rochelle for the provision of outreach and other services to seniors to be funded with County tax dollars

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

Section 1. The County of Westchester be and hereby is authorized to enter into inter-municipal agreements (“IMAs”) with the City of Yonkers and the City of New Rochelle, acting by and through their respective Offices for the Aging (the “Municipalities”), pursuant to which the Municipalities will provide outreach and other services to seniors to be funded with County tax dollars, for a term commencing retroactive to January 1, 2025 and continuing through December 31, 2025, in a total aggregate amount not-to-exceed \$30,000.00 for both IMAs, payable pursuant to approved budgets.

§2. The programs and services to be provided under the IMAs will include the Livable Communities Regional Host services program which provides outreach to residents to participate in and access programs and services provided by the Department. Services will also include public information/education programs provided through meetings, educational forums and events at which residents are educated and informed about the Department’s myriad programs and services that are designed to enhance their quality of life.

§3. The contract amounts allocated for each IMA shall be determined at the discretion of the Commissioner of the Department of Senior Services and Programs.

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

§5. This Act shall take effect immediately.

September 9, 2025

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

Dear Honorable Members of the Board of Legislators:

Transmitted herewith for your review and approval is an Act which, if adopted by your Honorable Board, would authorize the County of Westchester (the "County"), acting by and through its Department of Senior Programs and Services (the "Department"), to exercise the fourth of its four (4) one-year renewal options under inter-municipal agreements ("IMAs") with the City of New Rochelle and the City of Yonkers, for services to be funded with grant funds received from the New York State Office for the Aging ("NYSOFA") under Title III-B of the Older Americans Act, in the total aggregate not-to-exceed amount of \$60,465.00, for a term commencing retroactive to January 1, 2025 and continuing through December 31, 2025 (the "Final Extension Term"). It should be noted that the amount allocated to each municipality for the Final Extension Term will be determined at the discretion of the Commissioner of the Department of Senior Programs and Services.

The services to be provided under the IMAs are information and assistance services to help seniors remain in their homes and community (the "Services").

It should be noted that, by resolution approved on August 7, 2025, the Westchester County Board of Acquisition and Contract duly authorized the Department to enter into the Grant Agreements with NYSOFA.

Your Honorable Board is advised that the Department has complied with the Westchester County Procurement Policy and Procedures (the "Policy"), noting that the IMAs are exempt from the Policy pursuant to section 3(a) iii thereof, which exempts contracts with "... any State and any political subdivision, agency or instrumentality thereof." The IMAs are also exempt pursuant to section 3(a) xix of the Policy, which exempts "any procurement for the purpose of entering into a contract with persons to provide direct services to senior citizens."

Although procurement for these Services is exempt from the Policy, these Services are funded with Federal grant monies, and, as such, are subject to Federal procurement requirements (the "Federal Regulations"), pursuant to Section 11 of the Policy. The Federal Regulations (2 CFR§ 200.320), require that contracts in amounts greater than \$10,000.00 and up to \$250,000.00, be procured by obtaining price or rate quotations from an adequate number of qualified sources, unless such contracts are deemed to be "non-competitive" procurements. In furtherance of this requirement, on November 12, 2020, the Department issued a request for proposal ("RFP") seeking qualified entities to provide the Services. Two (2) proposals were received in response to the RFP, one from the City of New Rochelle and the other from the City of Yonkers.

After reviewing the proposals with reference to the evaluation criteria set forth in the RFP, your Honorable Board, by Act No. 82-2021, awarded IMAs to both municipalities for an initial term commencing on January 1, 2021 through December 31, 2021, with four (4) one-year renewal options, exercisable at the County's option. The IMAs were subsequently executed.

Thereafter, your Honorable Board, by Act No. 36-2022, authorized the County to exercise the first of its four (4) renewal options under the IMAs to extend the terms thereof for an additional year, commencing retroactive to January 1, 2022 and continuing through December 31, 2022 (the "First Extension Term"). The IMAs for the First Extension Term were subsequently executed.

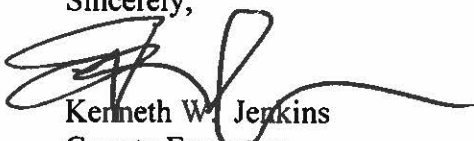
Thereafter, your Honorable Board, by Act No. 45-2023, authorized the County to exercise the second of its four (4) renewal options under the IMAs to extend the terms thereof for an additional year, commencing retroactive to January 1, 2023 and continuing through December 31, 2023 (the "Second Extension Term"). The IMAs for the Second Extension Term were subsequently executed.

Thereafter, your Honorable Board, by Act No. 63-2024, authorized the County to exercise the third of its four (4) renewal options under the IMAs to extend the terms thereof for an additional year, commencing retroactive to January 1, 2024 and continuing through December 31, 2024 (the "Third Extension Term"). The IMAs for the Third Extension Term were subsequently executed.

The County has determined that it will require the Services to continue for an additional year, from January 1, 2025 through December 31, 2025. However, the Federal Regulations (2 CFR§ 200.324 (a)), further require grantees to perform a price or cost analysis in order to test the market before exercising a renewal option. Accordingly, the County, through the Department, obtained prices quotes for the Services from other potential service providers. Following this process, the Department is satisfied that the prices to be paid by the County to the City of New Rochelle and the City of Yonkers are reasonable, and accordingly, seeks authority from your Honorable Board to exercise the fourth and final of its four (4) one-year renewal options to renew the IMAs with the City of New Rochelle and the City of Yonkers, for the provision of the Services, for a term commencing retroactive to January 1, 2025 and continuing through December 31, 2025.

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

Sincerely,



Kenneth W. Jenkins
County Executive

KJ/MC/BL/mcz
Attachments

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

Your Committee is in receipt of a communication from the County Executive recommending the approval of an Act which, if adopted by your Honorable Board, would authorize the County of Westchester (the “County”), acting by and through its Department of Senior Programs and Services (the “Department”), to exercise the fourth of its four (4) one year renewal options under inter-municipal agreements (“IMAs”) with the City of New Rochelle and the City of Yonkers, for services to be funded with grant funds received from the New York State Office for the Aging (“NYSOFA”) under Title III-B of the Older American Act, in the total aggregate not-to-exceed amount of \$60,465.00, for a term commencing retroactive to January 1, 2025 and continuing through December 31, 2025 (the “Final Extension Term”). It should be noted that the amount allocated to each municipality for the Final Extension Term will be determined at the discretion of the Commissioner of the Department of Senior Programs and Services.

Your Committee is advised that the services to be provided under the IMAs are information and assistance services to help seniors remain in their homes and community (the “Services”).

Your Committee is further advised that by resolution approved on August 7, 2025, the Westchester County Board of Acquisition and Contract duly authorized the Department to enter into the Grant Agreements with NYSOFA.

Your Committee is advised that the Department has complied with the Westchester County Procurement Policy and Procedures (the “Policy”), noting the IMAs are exempt from the Policy pursuant to section 3(a) iii thereof, which exempts contracts with “. . . any State and any political subdivision, agency or instrumentality thereof.” The IMAs are also exempt pursuant to section 3(a) xix of the Policy, which exempts “any procurement for the purpose of entering into a contract with persons to provide direct services to senior citizens.”

Your Committee is further advised that although procurement for these Services is exempt from the Policy, these Services are funded with Federal grant monies, and, as such, are subject to Federal procurement requirements (the “Federal Regulations”), pursuant to Section 11 of the Policy. The Federal Regulations (2 CFR§ 200.320), require that contracts in amounts greater than \$10,000.00 and up to \$250,000.00, be procured by obtaining price or rate quotations from an adequate number of qualified sources, unless such contracts are deemed to be “non-competitive” procurements. In furtherance of this requirement, on November 12, 2020, the Department issued

a request for proposal (“RFP”) seeking qualified entities to provide the Services. Two (2) proposals were received in response to the RFP, one from the City of New Rochelle and the other from the City of Yonkers.

After reviewing the proposals with reference to the evaluation criteria set forth in the RFP, your Honorable Board, by Act No. 82-2021, awarded IMAs to both municipalities for an initial term commencing on January 1, 2021 through December 31, 2021, with four (4) one-year renewal options, exercisable at the County’s option. The IMAs were subsequently executed.

Thereafter, your Honorable Board, by Act No. 36-2022, authorized the County to exercise the first of its four (4) one-year renewal options under the IMAs to extend the terms thereof for an additional year, commencing retroactive to January 1, 2022 and continuing through December 31, 2022 (the “First Extension Term”). The IMAs for the First Extension Term were subsequently executed.

Thereafter, your Honorable Board, by Act No. 45-2023, authorized the County to exercise the second of its four (4) one-year renewal options under the IMAs to extend the terms thereof for an additional year, commencing retroactive to January 1, 2023 and continuing through December 31, 2023 (the “Second Extension Term”). The IMAs for the Second Extension Term were subsequently executed.

Thereafter, your Honorable Board, by Act No. 63-2024, authorized the County to exercise the third of its four (4) renewal options under the IMAs to extend the terms thereof for an additional year, commencing retroactive to January 1, 2024 and continuing through December 31, 2024 (the “Third Extension Term”). The IMAs for the Third Extension Term were subsequently executed.

The County has determined that it will require the Services to continue for an additional year, from January 1, 2025 through December 31, 2025. However, the Federal Regulations (2 CFR§ 200.324 (a)), further require grantees to perform a price or cost analysis in order to test the market before exercising a renewal option. Accordingly, the County, through the Department, obtained prices quotes for the Services from other potential service providers. Following this process, the Department is satisfied that the prices to be paid by the County to the City of New Rochelle and the City of Yonkers are reasonable, and accordingly, seeks authority from your Honorable Board to exercise the fourth and final of its four (4) one-year renewal options to renew the IMAs with the City of New Rochelle and the City of Yonkers, for the provision of the

Services, for a term commencing retroactive to January 1, 2025 and continuing through December 31, 2025.

The Planning Department has advised that based on its review, the proposed IMAs do not meet the definition of an “action” under the State Environmental Quality Review Act, 6 NYCRR part 617. As such, no environmental review is required. Please refer to the memorandum from the Department of Planning dated January 14, 2025, which is on file with the Clerk of the Board of Legislators.

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

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

Dated: _____, 2025
White Plains, New York

COMMITTEE ON

C. mcz/08.05.2025

FISCAL IMPACT STATEMENT

SUBJECT: IIIB - for NR & Yonkers I & A Svcs only

☐ 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 \$ 60465

Total Current Year Revenue \$ 60465

Source of Funds (check one): ☒ Current Appropriations

☐ Transfer of Existing Appropriations

☐ Additional Appropriations

☐ Other (explain)

Identify Accounts: 263-85-T686

Potential Related Operating Budget Expenses:

Annual Amount \$ 0

Describe: _____

Potential Related Revenues: Annual Amount \$ 60465

Describe: Funding received from the Federal Government under the Older American's Act.

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

Current Year: Without these funds, the Department would not be able to provide Information and Assistance to Seniors in Westchester.

Next Four years:

Estimated to be same as above each year.

Prepared by: Sandra Brown

Reviewed By:

Christina Longatti

Budget Director

Title: Director of Program Development II

Department: Senior Programs & Svcs.

8/28/25

If you need more space, please attach additional sheets.

ACT NO. 2025 - _____

AN ACT authorizing the County of Westchester to exercise the fourth and final of its four (4) one-year renewal options under inter-municipal agreements with the City of New Rochelle and the City of Yonkers for information and assistance services

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

Section 1. The County of Westchester (the “County”) be and hereby is authorized to exercise the fourth and final of its four (4) one-year renewal options under inter-municipal agreements (“IMAs”) with the City of New Rochelle and the City of Yonkers, for the provision of information and assistance services to be funded with grant funds received from the New York State Office for the Aging (“NYSOFA”) under Title III-B of the Older American Act, in the total aggregate not-to-exceed amount of \$60,465.00, for a term commencing retroactive to January 1, 2025 and continuing through December 31, 2025 (the “Final Extension Term”).

§2. The amount of funding allocated to each municipality under the Final Extension Term shall be determined at the discretion of the Commissioner of the Department of Senior Services and Programs.

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

§4. This Act shall take effect immediately.



Kenneth W. Jenkins
Westchester County Executive

July 30, 2025

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

Dear Members of the Board of Legislators:

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

SM033 – Mamaroneck WRRF Primary Settling Tank Rehabilitation ("SM033").

The proposed Capital Budget Amendment will amend the County's capital budget to increase the County share for SM033 by \$40,000,000. The Department of Environmental Facilities ("Department") has advised that construction was initially planned to be undertaken in two phases, but now, due to the deteriorating condition of the equipment, the Department has determined to consolidate the work. Consolidating the work will facilitate completion in a timely manner and ensure that critical infrastructure remains operational and in good condition. Further, entering into one contract for SM033 will reduce administrative, engineering, and mobilization costs. Accordingly, the Capital Budget Amendment is required to move \$40,000,000 from "under review" to the current year.

The Amended Bond Act, in the total amount of \$63,250,000, which includes \$3,250,000 in previously authorized bonds of the County, would finance the costs of design, construction management, and construction of the rehabilitation of the headworks and primary settling tanks at the Mamaroneck Water Resource Recovery Facility ("MWRRF"), including incidental expenses in connection therewith, structural and mechanical improvements, and electrical, controls and instrumentation upgrades.

The Department has advised that SM033 is necessary to complete structural and mechanical rehabilitation of the primary settling tanks at the MWRRF, including all electrical, controls, and instrumentation. Structural rehabilitation will include, but not be limited to, replacement of damaged concrete, sealing or repairing of expansion joints, crack repair, and installation of new railings, gratings, and covers. Mechanical rehabilitation will include, but not be limited to, replacement of all sludge and scum/grease collection systems, scum pumps, piping and valves, gates, fine bar screens, air gap system, and replacement the ferric chloride tank with a caustic tank, and associated chemical piping and controls.

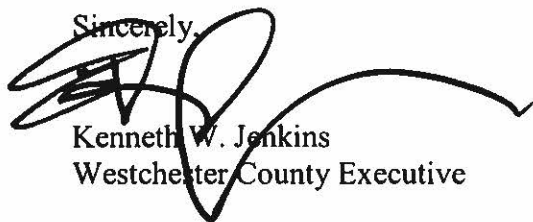
Design is currently being undertaken by a consultant and is expected to be completed by the fourth quarter of 2025. It is estimated that construction will take twenty-four months to complete and will begin after award and execution of the construction contracts.

It should be noted that your Honorable Board has authorized the County to issue bonds for SM033 as indicated in the annexed capital project fact sheet and as follows: Bond Act No. 80-2024 in the amount of \$3,250,000 to finance design and construction management. These bonds have not been sold. Accordingly, it is now requested that Bond Act No. 80-2024 be amended to increase the amount authorized by \$60,000,000, for a total authorized amount, as amended, of \$63,250,000, to revise the scope of Bond Act No. 80-2024 include work associated with the construction phase of SM033, and to increase the period of probable usefulness of said bonds.

The Planning Department has advised that the Planning Board has previously reviewed SM033 and issued a report, and that since there is no change in the location, size or character of the project and this is simply a change in the financing plan, no further action by the Planning Board is necessary at this time.

Based on the importance of this project to the County, favorable action on the Capital Budget Amendment and proposed Amended Bond Act is respectfully requested.

Sincerely,

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

Kenneth W. Jenkins
Westchester County Executive

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

Your Committee is in receipt of a transmission from the County Executive recommending approval by the County of Westchester (“County”) of an act amending the County’s current-year capital budget (“Capital Budget Amendment”), as well as adoption of a related amended bond act (“Amended Bond Act”) which, if adopted, will authorize the County to issue up to \$63,250,000 in bonds of the County to finance capital project SM033 – Mamaroneck WRRF Primary Settling Tank Rehabilitation (“SM033”).

Your Committee is advised that the Capital Budget Amendment will amend the County’s capital budget to increase the County share for SM033 by \$40,000,000. The Department of Environmental Facilities (“Department”) has advised that construction was initially planned to be undertaken in two phases, but now, due to the deteriorating condition of the equipment, the Department has determined to consolidate the work. Consolidating the work will facilitate completion in a timely manner and ensure that critical infrastructure remains operational and in good condition. Further, entering into one contract for SM033 will reduce administrative, engineering, and mobilization costs. Accordingly, the Capital Budget Amendment is required to move \$40,000,000 from “under review” to the current year.

The related Amended Bond Act in the total amount of \$63,250,000 was prepared by the law firm Norton Rose Fulbright and includes \$3,250,000 in previously authorized bonds of the County. The Bond Act would finance the costs of design, construction management, and construction of the rehabilitation of the headworks and primary settling tanks at the Mamaroneck Water Resource Recovery Facility (“MWRRF”), including incidental expenses in connection therewith, structural and mechanical improvements, and electrical, controls and instrumentation upgrades.

The Department has advised that SM033 is necessary to complete structural and mechanical rehabilitation of the primary settling tanks at the MWRRF, including all electrical, controls, and instrumentation. Structural rehabilitation will include, but not be limited to, replacement of damaged concrete, sealing or repairing of expansion joints, crack repair, and installation of new railings, gratings, and covers. Mechanical rehabilitation will include, but not be limited to, replacement of all sludge and scum/grease collection systems, scum pumps, piping and

valves, gates, fine bar screens, air gap system, and replacement the ferric chloride tank with a caustic tank, and associated chemical piping and controls.

Design is currently being undertaken by a consultant and is expected to be completed by the fourth quarter of 2025. It is estimated that construction will take twenty-four months to complete and will begin after award and execution of the construction contracts.

It should be noted that your Honorable Board has authorized the County to issue bonds for SM033 as indicated in the annexed capital project fact sheet and as follows: Bond Act No. 80-2024 in the amount of \$3,250,000 to finance design and construction management. These bonds have not been sold. Accordingly, it is now requested that Bond Act No. 80-2024 be amended to increase the amount authorized by \$60,000,000, for a total authorized amount, as amended, of \$63,250,000, to revise the scope of Bond Act No. 80-2024 include work associated with the construction phase of SM033, and to increase the period of probable usefulness of said bonds.

The Planning Department has advised your Committee that based on its review, SM033 may be classified as a Type “II” action pursuant to the State Environmental Quality Review Act (“SEQR”) and its implementing regulations, 6 NYCRR Part 617. Therefore, no environmental review is required. Your Committee has reviewed the annexed SEQR documentation and concurs with this recommendation.

The Planning Department has advised that the Planning Board has previously reviewed SM033 and issued a report, and that since there is no change in the location, size or character of the project and this is simply a change in the financing plan, no further action by the Planning Board is necessary at this time.

Your Committee has carefully considered the proposed Capital Budget Amendment, as well as the related Amended Bond Act, and recommends approval of both of the proposed Acts, noting that the Bond Act can only be enacted following adoption of the Capital Budget Amendment. It should be noted that an affirmative vote of two-thirds of the members of your Honorable Board is required in order to amend the County's Capital Budget and to adopt the Amended Bond Act.

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

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: SM033

☐ 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 \$ 63,250,000 PPU 30 Anticipated Interest Rate 4.64%

Anticipated Annual Cost (Principal and Interest): \$ 3,990,486

Total Debt Service (Annual Cost x Term): \$ 119,714,580

Finance Department: Interest rates from Munistat Services 7/29/25 - 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: 688

Prepared by: Jazmin Logan

Title: Environmental Project Director

Department: Environmental Facilities

Date: 7/30/25

Reviewed By:

0V7.30.25



Budget Director

Date: 7/30/25

TO: Michelle Greenbaum, Senior Assistant County Attorney
Jeffrey Goldman, Senior Assistant County Attorney
Carla Chaves, Senior Assistant County Attorney
Maximilian Zorn, Assistant County Attorney

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

DATE: July 15, 2025

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT:
SM033 Mamaroneck WRRF Primary Settling Tank Rehabilitation**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on 06/17/2025 (Unique ID: 2976)

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: Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Lawrence Soule, Budget Director
Tami Altschiller, Assistant Chief Deputy County Attorney
Dianne Vanadia, Associate Budget Director
Jazmin Logan, Environmental Project Director – Capital Programs
Robert Zambardino, Program Coordinator – Capital Programs
Susan Darling, Chief Planner
Michael Lipkin, Associate Planner
Claudia Maxwell, Principal Environmental Planner

An Act amending the 2025 County
Capital Budget Appropriations for
Capital Project SM033 MAMARONECK
WRRF PRIMARY SETTLING TANK
REHABILITATION

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

Section 1. The Capital section of the 2025 County Budget is hereby amended as follows:

	Previous 2025 Appropriation	Change	Revised 2025 Appropriation
I. Appropriation	\$23,250,000	\$40,000,000	\$63,250,000

Section 2. The estimated method of financing in the Capital Section of the 2025 Westchester County Capital Budget is amended as follows:

II. METHOD OF FINANCING

Bonds and/or Notes	\$23,250,000	\$40,000,000	\$63,250,000
Non County Shares	\$0		\$0
Cash	\$0		\$0
Total	<u>\$23,250,000</u>	<u>\$40,000,000</u>	<u>\$63,250,000</u>

Section 3. The ACT shall take effect immediately.

ACT NO. _____ - 2025

BOND ACT DATED _____, 2025.

A BOND ACT OF THE COUNTY OF WESTCHESTER, NEW YORK, AMENDING AND SUPERSEDING ACT NO. 80-2024, TO (I) EXPAND THE SCOPE OF THE PROJECT TO INCLUDE CONSTRUCTION, (II) UPDATE THE PERIOD OF PROBABLE USEFULNESS, AND (III) INCREASE THE ESTIMATED MAXIMUM COST AND THE AMOUNT OF BONDS AUTHORIZED TO \$63,250,000 (AN INCREASE OF \$60,000,000) TO PAY THE COSTS OF DESIGN, CONSTRUCTION MANAGEMENT AND CONSTRUCTION OF THE REHABILITATION OF THE HEADWORKS AND PRIMARY SETTLING TANKS AT THE MAMARONECK WATER RESOURCE RECOVERY FACILITY, IN AND FOR THE COUNTY'S MAMARONECK SANITARY SEWER DISTRICT.

WHEREAS, pursuant to Act No. 116-2023, dated June 20, 2023 (the "2023 Bond Act"), the Board previously authorized the issuance of \$2,500,000 bonds to pay the costs of design and construction management for the rehabilitation of the primary settling tanks at the Mamaroneck Water Resource Recovery Facility; and

WHEREAS, pursuant to Act No. 80-2024, dated April 29, 2024 (the "2024 Bond Act" and together with the 2023 Bond Act, the "Prior Bond Acts"), which amended Act No. 116-2023, to increase the estimated maximum cost and the amount of bonds authorized to \$3,250,000 (an increase of \$750,000) to pay the costs of design and construction management for the rehabilitation of the primary settling tanks at the Mamaroneck Water Resource Recovery Facility; and

WHEREAS, no obligations have been issued under the Prior Bond Acts; and

WHEREAS, it has now been determined that (i) the aforesaid capital project should now be expanded to include construction of the rehabilitation of the headworks and primary settling tanks at the Mamaroneck Resource Recovery Facility, (ii) the period of probable usefulness of the class of objects or purposes should be increased to thirty years pursuant to subdivision four of paragraph a of Section 11.00 of the Local Finance Law, (iii) the estimated maximum cost thereof is now \$63,250,000, an increase of \$60,000,000, (iv) the amount of bonds authorized

should be increased to \$63,250,000, and (v) the Prior Bond Acts should be amended and superseded accordingly;

WHEREAS, the capital project described above has been duly approved in the adopted capital budget for the current fiscal year; and

WHEREAS, the plan for the financing of the estimated maximum cost of such capital project, as hereinafter set forth in this Bond Act, is in conformity with such capital budget; and

WHEREAS, all conditions precedent to the financing of the capital project described above, including compliance with the provisions of the State Environmental Quality Review Act to the extent required, have been performed; and NOW, THEREFORE,

BE IT ENACTED BY THE 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. For paying the costs of design, construction management, and construction of the rehabilitation of the headworks and primary settling tanks at the Mamaroneck Water Resource Recovery Facility, including incidental expenses in connection therewith, structural and mechanical improvements, and electrical, controls and instrumentation upgrades, there are hereby authorized to be issued \$63,250,000 bonds of said County pursuant to the provisions of the Local Finance Law. To the extent that the details of the aforesaid class of objects or purposes set forth in this Bond Act are inconsistent with any details set forth in the current Capital Budget of the County, such Budget shall be deemed and is hereby amended to the extent inconsistent herewith.

Section 2. It is hereby determined that the estimated maximum cost of the aforesaid class of objects or purposes is \$63,250,000, and that the plan for the financing thereof is by the issuance of the \$63,250,000 bonds of said County authorized to be issued pursuant to this Bond Act.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is thirty years pursuant to subdivision four of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the Commissioner of Finance, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Commissioner of Finance, consistent with the provisions of the Local Finance Law.

Section 5. The faith and credit of the County are hereby irrevocably pledged for the payment of the principal of and interest on such obligations as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year. To the extent not paid from the assessment of properties assessable for this purpose in the County's Mamaroneck Sanitary Sewer District, as allocated by the County, or other sources, there shall annually be levied on all the taxable real property of said County a tax sufficient to pay the principal of and interest on such obligations as the same become due and payable.

Section 6. Such bonds shall be in fully registered form and shall be signed in the name of the County by the manual or facsimile signature of the Commissioner of Finance and a facsimile of the corporate seal shall be imprinted or impressed thereon and may be attested by the manual or facsimile signature of the County Clerk.

Section 7. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Commissioner of Finance, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as said Commissioner of Finance shall deem best for the interests of the County; including, but not limited to, the power to sell said bonds to the New York State Environmental Facilities Corporation; provided, however, that

in the exercise of these delegated powers, the Commissioner of Finance shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the Commissioner of Finance shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 8. The Commissioner of Finance is hereby further delegated the power to authorize the sale and issuance of the bonds authorized pursuant to this Bond Act (a) at a discount in the manner authorized by paragraphs e and f of Section 57.00 of the Local Finance Law, (b) at private sale pursuant to the applicable provisions of the Local Finance Law and any regulations of the New York State Comptroller appertaining thereto, including the private sale of bonds at a premium, (c) as capital appreciation bonds or term bonds at public sale or private sale pursuant to the applicable provisions of the Local Finance Law and any regulations of the New York State Comptroller appertaining thereto, and (d) at a variable rate of interest in the manner authorized by Section 54.90 of the Local Finance Law, including notes issued in anticipation thereof. The Commissioner of Finance is hereby authorized to enter into such agreements as said Commissioner of Finance shall determine reasonable and necessary to facilitate the issuance, sale, resale and, or repurchase of such bonds or notes pursuant to the provisions of Section 54.90 of the Local Finance Law. Such bonds and, or notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Commissioner of Finance.

Section 9. The power to issue and sell notes to the New York State Environmental Facilities Corporation pursuant to Section 169.00 of the Local Finance Law is hereby delegated to the Commissioner of Finance. Such notes shall be of such terms, form and contents as may be prescribed by said Commissioner of Finance consistent with the provisions of the Local Finance Law.

Section 10. The Commissioner of Finance is hereby further authorized, at the sole discretion of the Commissioner of Finance, to execute a project finance agreement, and any other agreements with the New York State Department of Environmental Conservation and/or the New

York State Environmental Facilities Corporation, including amendments thereto, and including any instruments (or amendments thereto) in the effectuation thereof, in order to effect the financing or refinancing of the class of objects or purposes described in Section 1 hereof, or a portion thereof, by a bond, and, or note issue of said County in the event of the sale of same to the New York State Environmental Facilities Corporation.

Section 11. The intent of this Bond Act is to give the Commissioner of Finance sufficient authority to execute those applications, agreements, instruments or to do any similar acts necessary to effect the issuance of the aforesaid bonds and, or notes without resorting to further action of this Board of Legislators.

Section 12. All other matters, except as provided herein relating to such bonds, including determining whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the County by the facsimile signature of the Commissioner of Finance, providing for the manual countersignature of a fiscal agent or of a designated official of the County), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the Commissioner of Finance. It is hereby determined that it is to the financial advantage of the County not to impose and collect from registered owners of such bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by Section 52.00 of the Local Finance Law, as the Commissioner of Finance shall determine.

Section 13. The validity of such bonds and bond anticipation notes may be contested only if:

- (1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or
- (2) The provisions of law which should be complied with at the date of publication of this Bond Act are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or
- (3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 14. This Bond Act shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150 - 2. Other than as specified in this Bond Act, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 15. This bond act amends and supersedes the Prior Bond Acts, except to the extent that any liabilities or indebtedness shall have been contracted, and encumbrances made or actions taken thereunder.

Section 16. This Bond Act, which shall take effect immediately in accordance with the provisions of Section 33.10 of the Local Finance Law and as provided in Section 107.71 of the Westchester County Charter, shall be published in summary form in the official newspaper of said County for purposes of this Bond Act, together with a notice of the Clerk of the Board of Legislators in substantially the form provided in Section 81.00 of the Local Finance Law.

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: _____, 2025

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 _____,
2025 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 Notice

Date of Posting

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County Board of Legislators on _____, 2025.

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 _____, 2025 and approved by the County Executive on _____, 2025 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. _____-2025

A BOND ACT OF THE COUNTY OF WESTCHESTER, NEW YORK, AMENDING AND SUPERSEDING ACT NO. 80-2024, TO (I) EXPAND THE SCOPE OF THE PROJECT TO INCLUDE CONSTRUCTION, (II) UPDATE THE PERIOD OF PROBABLE USEFULNESS, AND (III) INCREASE THE ESTIMATED MAXIMUM COST AND THE AMOUNT OF BONDS AUTHORIZED TO \$63,250,000 (AN INCREASE OF \$60,000,000) TO PAY THE COSTS OF DESIGN, CONSTRUCTION MANAGEMENT AND CONSTRUCTION OF THE REHABILITATION OF THE HEADWORKS AND PRIMARY SETTLING TANKS AT THE MAMARONECK WATER RESOURCE RECOVERY FACILITY, IN AND FOR THE COUNTY'S MAMARONECK SANITARY SEWER DISTRICT.

class of objects or purposes: design, construction management and construction of the rehabilitation of the headworks and primary settling tanks at the Mamaroneck Water Resource Recovery Facility

period of probable usefulness: thirty years

amount of obligations to be issued: \$63,250,000

Dated: _____, 2025
White Plains, New York

Clerk of the County Board of Legislators of the County of
Westchester, New York



CAPITAL PROJECT FACT SHEET

Project ID:* SM033	☒ CBA	Fact Sheet Date:* 06-12-2025
Fact Sheet Year:* 2025	Project Title:* MAMARONECK WRRF PRIMARY SETTLING TANK REHABILITATION	Legislative District ID: 3, 7, 6, 5,
Category* SEWER AND WATER DISTRICTS	Department:* ENVIRONMENTAL FACILITIES	CP Unique ID: 2976

Overall Project Description

This project will fund the complete structural and mechanical rehabilitation of the primary settling tanks at the Mamaroneck Water Resource Recovery Facility.

- | | | |
|---|--|--|
| ☒ Best Management Practices | ☐ Energy Efficiencies | ☒ Infrastructure |
| ☐ Life Safety | ☐ Project Labor Agreement | ☐ Revenue |
| ☐ Security | ☐ Other | |

FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2025	2026	2027	2028	2029	Under Review
Gross	63,250	3,250	20,000	0	0	0	0	40,000
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	63,250	3,250	20,000	0	0	0	0	40,000

Expended/Obligated Amount (in thousands) as of : 1,447

Current Bond Description: This bond authorization will fund the construction and construction management for the structural and mechanical rehabilitation of the Headworks and Primary Settling Tanks at the Mamaroneck Water Resource Recovery Facility, including all electrical, controls, and instrumentation. Structural rehabilitation will include, but is not limited to, the replacement of damaged concrete, sealing or repairing of expansion joints, crack repair, and the installation of new railings, gratings, and covers. Mechanical rehabilitation will include, but is not limited to, the replacement of all sludge and scum/ grease collection systems, scum pumps, piping, and valves, gates, fine bar screens, and air gap system.

Financing Plan for Current Request:

Non-County Shares:	\$ 0
Bonds/Notes:	60,000,000
Cash:	0
Total:	\$ 60,000,000

SEQR Classification:

TYPE II

Amount Requested:

60,000,000

Expected Design Work Provider:

- ☐ County Staff
 ☒ Consultant
 ☐ Not Applicable

Comments:

A 2025 Capital Budget Amendment is requested to fund the construction and construction management costs of the Headworks and Primary Settling Tank rehabilitation project at the Mamaroneck Water Resource Recovery Facility. This request includes an additional \$40 million in appropriations for year 2025, bringing the total appropriations to \$60 million for 2025. Upon approval of the 2025 CBA requested, the programmed funds shown in "Under Review" will no longer be needed.

The construction was initially proposed to be completed in two phases. However, due to the deteriorating condition of the equipment, DEF intends to bid the construction as one contract. Consolidating this rehabilitation into one contract will facilitate completion in a timely manner ensuring that critical infrastructure remains operational and in good condition. Further, consolidating this into one contract will reduce administrative, engineering, and mobilization costs.

Energy Efficiencies:

Appropriation History:

Year	Amount	Description
2023	2,500,000	DESIGN AND CONSTRUCTION MANAGEMENT
2024	750,000	CONSTRUCTION MANAGEMENT
2025	20,000,000	FUNDS PHASE I CONSTRUCTION

Total Appropriation History:

23,250,000

Financing History:

Year	Bond Act #	Amount	Issued	Description
23	116	0		0 MAMARONECK WRRF PRIMARY SETTLING TANK REHABILITATION
24	80	3,250,000		0 MAMARONECK WRRF PRIMARY SETTLING TANK REHABILITATION

Total Financing History:

3,250,000

Recommended By:

Department of Planning
MLLL

Date
06-17-2025

Department of Public Works
RJB4

Date
06-17-2025

Budget Department
DEV9

Date
06-17-2025

Requesting Department
JCL1

Date
06-17-2025

MAMARONECK WRRF PRIMARY SETTLING TANK REHABILITATION (SM033)

User Department : Environmental Facilities

Managing Department(s) : Environmental Facilities ;

Estimated Completion Date: TBD

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

FIVE YEAR CAPITAL PROGRAM (in thousands)

	Est Ult Cost	Appropriated	Exp / Obl	2025	2026	2027	2028	2029	Under Review
Gross	53,250	3,250	1,442	20,000					30,000
Non County Share									
Total	53,250	3,250	1,442	20,000					30,000

Project Description

This project will fund the complete structural and mechanical rehabilitation of the primary settling tanks at the Mamaroneck Water Resource Recovery Facility.

Current Year Description

The current year request funds Phase I construction.

Current Year Financing Plan

Year	Bonds	Cash	Non County Shares	Total
2025	20,000,000			20,000,000

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
2023	2,500,000	Design and construction management	DESIGN
2024	750,000	Construction management	DESIGN
Total	3,250,000		

Prior Appropriations

	Appropriated	Collected	Uncollected
Bond Proceeds	3,250,000		3,250,000
Total	3,250,000		3,250,000

Bonds Authorized

Bond Act	Amount	Date Sold	Amount Sold	Balance
116 23	2,500,000			2,500,000
80 24	750,000			750,000
Total	3,250,000			3,250,000



Kenneth W. Jenkins
County Executive

Department of Environmental Facilities

Vincent F. Kopicki, P.E.
Commissioner

September 9, 2025

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

Dear Honorable Members:

I have been advised by the Commissioner of Environmental Facilities that the Town of Mount Pleasant (the "Town") has requested pursuant to the attached Resolution of the Town, that the Saw Mill Valley Sanitary Sewer District (the "District") be modified to remove one (1) parcel of property more particularly described by street address and tax map designation as 2 Charles Court, Section 91.17, Block 1, Lot 8.1 (the "Parcel") from the District, which Parcel is not currently connected to the County sewer system. This removal is being requested because the Parcel is not serviced by sanitary sewers and it is not anticipated that sanitary sewers will be constructed for this Parcel in the foreseeable future.

I am advised that the analysis prepared by the Department of Environmental Facilities in the attached feasibility report ("Feasibility Report") dated June 16, 2025 indicates that the proposed removal of the Parcel represents a net decrease of 0.00005% to the Equalized Full Value of the District. Therefore, the removal of the Parcel will not cause significant changes in the tax rate of the District.

According to the Department of Environmental Facilities, the proposal to remove the Parcel from the District is feasible because: (1) the proposed change was requested by the Town; (2) the subject change requires no engineering modifications to the District facilities and there is no impact on the County facilities because the Parcel was never connected to the sewerage system; (3) the subject change removes from ad valorem taxation a property that has not benefited and foreseeably will not benefit from connection to District facilities based on information received from the Town; (4) the subject change frees reserve capacity at the District treatment plant for future enlargement of the District from surrounding areas without the capital costs of expanding treatment facilities; (5) the subject Parcel, once removed from the District, will be required to petition the County to re-enter the District and the County is not obligated to reserve any capacity for the Parcel once it has been removed; and (6) the subject Parcel was reviewed by the Westchester County Health Department.

As your Honorable Board knows, the County Administrative Code section 237.131 authorizes the alteration or change of a County Sanitary Sewer District. However, the Board of Legislators (the "Board") may only alter or change a district after a public hearing is held thereon by the Board, upon notice thereof given by publication in such manner and for such time as the Board shall

Office of the County Executive

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

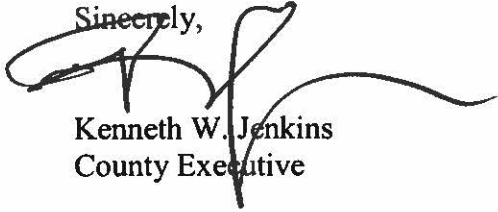
Telephone: (914)995-2900



direct. Therefore, attached hereto is a Resolution which will authorize Legal Notice for the public hearing as required by the Administrative Code.

Based upon the foregoing, I respectfully recommend that your Board adopt a Resolution which will authorize Legal Notice for the public hearing as required by the Administrative Code in such matters. In addition, I urge your Board to file with the Clerk of the Board, the Feasibility Report which details the Parcel involved in the proposed change to the District boundaries, and, after the public hearing, adopt an Act which will accomplish the removal of the Parcel from the District.

Sincerely,

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

Kenneth W. Jenkins
County Executive

KWJ/VK/mcz
Attachments

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

Your Committee is in receipt of a transmittal from the County Executive in which the County Executive states that the Commissioner of Environmental Facilities has advised him that the Town of Mount Pleasant (the "Town") has requested, pursuant to the attached Resolution of the Town, that the Saw Mill Valley Sanitary Sewer District (the "District") be modified to remove one (1) parcel of property more particularly described by street address and tax map designation as 2 Charles Court, Section 91.17, Block 1, Lot 8.1 (the "Parcel") from the District, which Parcel is not currently connected to the County sewer system. This removal is being requested because the Parcel is not serviced by sanitary sewers and it is not anticipated that sanitary sewers will be constructed for this Parcel in the foreseeable future.

Your Committee is informed that the attached Feasibility Report prepared by the Department of Environmental Facilities ("Feasibility Report") dated June 16, 2025 indicates that the proposed removal of the Parcel represents a net decrease of 0.00005% to the Equalized Full Value of the District. Therefore, the removal of the Parcel will not cause significant changes in the tax rate of the District.

According to the Department of Environmental Facilities, the proposal to remove the Parcels is feasible because: (1) the proposed change was requested by the Town; (2) the subject change requires no engineering modifications to the District facilities and there is no impact on the County facilities because the Parcel was never connected to the sewerage system; (3) the subject change removes from ad valorem taxation a property that has not benefited and foreseeably will not benefit from connection to District facilities based on information received from the Town; (4) the subject change frees reserve capacity at the District treatment plant for future enlargement of the District from surrounding areas without the capital costs of expanding treatment facilities; (5) the subject Parcel, once removed from the District, will be required to petition the County to re-enter the District and the County is not obligated to reserve any capacity for the Parcel once it has been removed; and (6) the subject Parcel was reviewed by the Westchester County Health Department.

Your Committee notes that Chapter 237.131 of the County Administrative Code authorizes the Board of Legislators (the "Board") to alter or change the sewer districts. However, the Board may only alter or change the districts after a public hearing is held thereon by the Board, upon notice thereof given by publication in such manner and for such time as the Board shall direct. Therefore, attached hereto is a Resolution which will authorize Legal Notice for the public hearing as required by the Administrative Code.

Your Committee is advised that the removal of the Parcel would constitute an Unlisted Action under Article 8 of the Environmental Conservation Law, which requires an appropriate environmental review. Your Committee has carefully considered the proposed legislation. It has reviewed the attached Short Environmental Assessment Form (EAF) and the criteria contained in Section 617.7 of Title 6 of the New York State Code of Rules and Regulations, the SEQR regulations, to identify the relevant areas of environmental concern. For the reasons set forth in the attached EAF, your Committee believes that the proposed action will not have any significant adverse impact on the environment and urges your Honorable Board to adopt the annexed resolution by which this Board would issue a Negative Declaration for this proposed action.

Based on the above facts, the Feasibility Report prepared by the Department of Environmental Facilities and the review by the Planning Department, your Committee concurs with the recommendation of the County Executive and recommends your Honorable Board adopt the annexed Resolution which will authorize Legal Notice for the public hearing which is required by the Administrative Code in such matters, and, after such hearing, urges your Honorable Board to adopt the annexed Act which accomplishes the removal of said Parcel from the District. It should be noted that a vote of not less than a majority of the voting strength of the Board of Legislators is required to pass this Act.

Dated: _____, 2025
White Plains, New York

COMMITTEE ON

C: mcz 9.9.25

FISCAL IMPACT STATEMENT

SUBJECT: 2 Charles Court , Saw Mill SSD, Mount Pleasant

☒ NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

☐ GENERAL FUND

☐ AIRPORT FUND

☒ SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense \$ -

Total Current Year Revenue \$ -

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

☐ Additional Appropriations ☐ Other (explain)

Identify Accounts: 236-60-1610-9012

Potential Related Operating Budget Expenses: Annual Amount \$ -

Describe: None. Parcel is not connected to public sanitary sewer.

Potential Related Operating Budget Revenues: Annual Amount \$ -

Describe: Parcel represents 0.00005% of the Full Equalized Value of the Saw Mill SSD

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

Current Year:

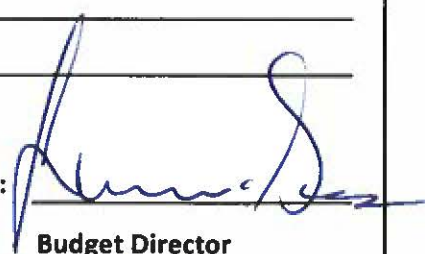
Next Four Years:

Prepared by: Steve Elie-pierre

Title: Director

Department: Maintenance

Date: Monday, June 16, 2025

Reviewed By: 

Budget Director

Date: 7/11/25

RESOLUTION NO. – 2025

RESOLVED, that this Board hold a public hearing on the proposed modification to the Saw Mill Valley Sanitary Sewer District by the removal of one (1) parcel of property located in the Town of Mount Pleasant, more particularly described by street address and tax map designation as 2 Charles Court, Section 91.17, Block 1, Lot 8.1, pursuant to Section 237.131 of the Laws of Westchester County. The Public Hearing will be held at m. on the day of , 2025 in the Chambers of the Board of Legislators, 8th floor, Michaelian Office Building, White Plains, New York. The Clerk of the Board shall cause notice of the time and date of such hearing to be published at least once in one or more newspapers published in the County of Westchester and selected by the Clerk of the Board for that purpose in the manner and time required by law. Such notice shall be substantially in the form attached hereto.

PUBLIC NOTICE

NOTICE OF HEARING: MODIFICATION TO THE SAW MILL VALLEY SANITARY SEWER DISTRICT BY THE REMOVAL OF ONE (1) PARCEL OF PROPERTY IN THE TOWN OF MOUNT PLEASANT; NOTICE IS HEREBY GIVEN THAT A PUBLIC HEARING WILL BE HELD BY THE BOARD OF LEGISLATORS OF WESTCHESTER COUNTY ON THE DAY OF , 2025 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 REMOVAL FROM THE SAW MILL VALLEY SANITARY SEWER DISTRICT OF LAND IN THE TOWN OF MOUNT PLEASANT IN ACCORDANCE WITH THE FEASIBILITY REPORT OF THE COMMISSIONER OF ENVIRONMENTAL FACILITIES, DATED JUNE 16, 2025, BY STREET ADDRESS AND TAX MAP DESIGNATION AS FOLLOWS:

2 CHARLES COURT, SECTION 91.17, BLOCK 1, LOT 8.1; and

A COPY OF THE REPORT AND MAP PREPARED BY THE COMMISSIONER OF ENVIRONMENTAL FACILITIES IS ON FILE IN THE OFFICE OF THE CLERK OF THE BOARD OF LEGISLATORS AND MAY BE INSPECTED THERE BY ANY INTERESTED PARTY DURING BUSINESS HOURS.

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

Dated: , 2025

White Plains, New York

RESOLUTION NO -2025

WHEREAS, there is pending before this Honorable Board an Act to authorize the County to modify the Saw Mill Valley Sanitary Sewer District (the “District”) by removing one (1) parcel of property in the Town of Mount Pleasant, which parcel is not currently connected to the County sewer system; and

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

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

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

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

WHEREAS, this Honorable Board has carefully considered the proposed action and has reviewed the attached Short Environmental Assessment Form and the criteria set forth in Section 617.7 of the implementing regulations and has identified the relevant areas of environmental concern, as described in the attached Short Environmental Assessment Form, to determine if this proposed action will have a significant adverse 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 this Honorable Board’s review of the Short Environmental Assessment Form and the reasons set forth therein, this Board finds that

there will be no significant adverse impact on the environment from the removal of the one (1) parcel of property from the District; and be it further

RESOLVED, the Clerk of the Board of Legislators is authorized and directed to sign the Determination of Significance in the Short Environmental Assessment Form, which is attached and made a part hereof, as responsible officer in Lead Agency; to issue this "Negative Declaration" on behalf of this Board in satisfaction of SEQRA; 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 this Resolution shall take effect immediately.

TO: Vincent Kopicki, Commissioner
Department of Environmental Facilities

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

DATE: August 12, 2025

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR MODIFICATION OF
SAW MILL VALLEY SANITARY SEWER DISTRICT – REMOVAL OF 2
CHARLES COURT, TOWN OF MOUNT PLEASANT**

In response to your request for an environmental review of the above referenced action, the Planning Department has prepared the attached documentation.

The proposed removal of a parcel from the County's sanitary sewer district has been classified as an Unlisted action pursuant to the State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617 (SEQR). A Short Environmental Assessment Form has been prepared for consideration by the Board of Legislators.

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

DSK/oav
Att.

cc: Joan McDonald, Director of Operations
Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Tami Altschiller, Assistant Chief Deputy County Attorney
Blanca Lopez, Commissioner of Planning
Steve Elie-Pierre, P.E., Director of Maintenance
Jeffrey Goldman, Senior Assistant County Attorney
Maximillian Zorn, Assistant County Attorney
Claudia Maxwell, Principal Environmental Planner

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

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

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

Part 1 – Project and Sponsor Information			
Name of Action or Project:			
Removal of 1 Parcel from Saw Mill Valley Sanitary Sewer District			
Project Location (describe, and attach a location map):			
2 Charles Court, Chappaqua (Town of Mount Pleasant), Westchester County, New York (Section 91.17, Block 1, Lot 8.1)			
Brief Description of Proposed Action:			
Removal of 1 parcel from the Saw Mill Valley Sanitary Sewer District. At the request of the property owners, the Town of Mount Pleasant has petitioned the County to remove the subject parcel from the County sewer district on the basis that the parcel was never connected to the sewerage system and the Town has no plans to extend local sewers to service this area. The parcel is approximately 1.3 acres in size and is developed with a single-family residence. The residence is served by an on-site septic system. The proposed district modification will remove from ad valorem taxation, a property that has not, does not, nor is anticipated to receive district benefits.			
Name of Applicant or Sponsor:		Telephone: 914-995-4400	
County of Westchester		E-Mail: dsk2@westchestercountyny.gov	
Address:			
148 Martine Avenue			
City/PO:		State:	Zip Code:
White Plains		NY	10601
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation?			NO
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.			YES
			☐
			☒
2. Does the proposed action require a permit, approval or funding from any other government Agency?			NO
If Yes, list agency(s) name and permit or approval:			YES
			☐
			☐
3. a. Total acreage of the site of the proposed action? _____ acres			
b. Total acreage to be physically disturbed? _____ acres			
c. Total acreage (project site and any contiguous properties) owned _____ acres			
or controlled by the applicant or project sponsor?			
4. Check all land uses that occur on, are adjoining or near the proposed action:			
☐ Urban ☐ Rural (non-agriculture) ☐ Industrial ☐ Commercial ☐ Residential (suburban)			
☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other(Specify):			
☐ Parkland			

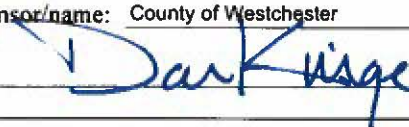
5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	☐	☐	☐
b. Consistent with the adopted comprehensive plan?	☐	☐	☐
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	☐	☐	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO	YES	
If Yes, identify: _____	☐	☐	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
b. Are public transportation services available at or near the site of the proposed action?	☐	☐	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	☐	☐	
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES	
If the proposed action will exceed requirements, describe design features and technologies: _____ _____	☐	☐	
10. Will the proposed action connect to an existing public/private water supply?	NO	YES	
If No, describe method for providing potable water: _____ _____	☐	☐	
11. Will the proposed action connect to existing wastewater utilities?	NO	YES	
If No, describe method for providing wastewater treatment: _____ _____	☐	☐	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES	
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?	☐	☐	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	☐	☐	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____			

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: ☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional ☐ Wetland ☐ Urban ☐ Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	☐	☐
16. Is the project site located in the 100-year flood plan?	NO	YES
	☐	☐
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO	YES
	☐	☐
a. Will storm water discharges flow to adjacent properties?	☐	☐
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe:	☐	☐

18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	NO	YES
	☐	☐

19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	NO	YES
	☐	☐

20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:	NO	YES
	☐	☐

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor/name: <u>County of Westchester</u> Date: <u>August 12, 2025</u>		
Signature: <u></u> Title: <u>Assistant Commissioner, Dept. of Planning</u>		

Short Environmental Assessment Form

Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	☒	☐
2. Will the proposed action result in a change in the use or intensity of use of land?	☒	☐
3. Will the proposed action impair the character or quality of the existing community?	☒	☐
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	☒	☐
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	☒	☐
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	☒	☐
7. Will the proposed action impact existing:		
a. public / private water supplies?	☒	☐
b. public / private wastewater treatment utilities?	☒	☐
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	☒	☐
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	☒	☐
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	☒	☐
11. Will the proposed action create a hazard to environmental resources or human health?	☒	☐

Short Environmental Assessment Form

Part 3 Determination of Significance

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

The proposed action involves an act by the County Board of Legislators in order to modify a County-established sewer district, which is similar in nature to "the legislative adoption of a plan" in that there are no direct impacts to the environment because the action does not involve physical changes. The proposed action would remove from a district property that is not receiving, nor is anticipated to receive district services. The parcel is already developed with a residence that is served by a functioning on-site septic system. The Health Department has no record of septic problems or failures occurring at this site within the past five years, which may otherwise warrant inclusion in the district. Additionally, the property is located in the Town's R-40 One Family Residential zoning district; as such, no new development is anticipated that would warrant a sewer connection. The nearest local sewer is located over 1000 feet away. The Town does not have any plans to extend its local sewer lines to serve this property. Since the property was never connected to the sewer system, its removal from the district will have no physical impact on the County's sewer infrastructure.

- ☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
- ☒ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

County of Westchester

Name of Lead Agency

Malika Vanderberg

Date

Clerk of the Board of Legislators

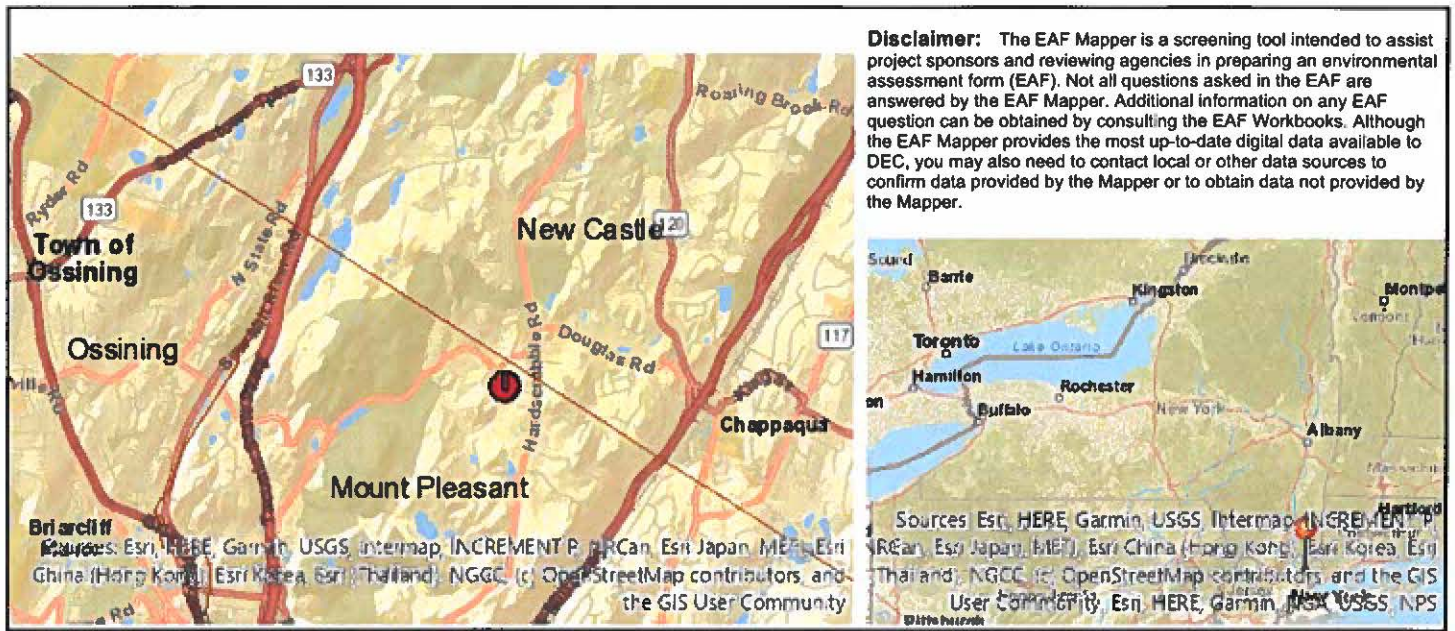
Print or Type Name of Responsible Officer in Lead Agency

Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

Signature of Preparer (if different from Responsible Officer)

PRINT FORM



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	No
Part 1 / Question 12b [Archeological Sites]	No
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	No

COUNTY OF WESTCHESTER

DEPARTMENT OF ENVIRONMENTAL FACILITIES

June 16, 2025

FEASIBILITY REPORT
IN THE MATTER OF

THE REMOVAL OF A CERTAIN PARCEL

IN THE

SAW MILL VALLEY SANITARY SEWER DISTRICT

TOWN OF Mount Pleasant



Vincent Kopicki, P.E.
Commissioner
Environmental Facilities

The Town of Mount Pleasant has petitioned that one (1) property currently included in the Saw Mill Valley Sanitary Sewer District be removed from the Saw Mill Valley Sewer District.

A. The identification of the property presently within the Saw Mill Sewer District and to be removed is contained on the attached Town Resolution of the Town of Mount Pleasant, Request for Removal from the Saw Mill Valley Sanitary Sewer District as prepared by the Mount Pleasant Town Clerk. The Town of Mount Pleasant is petitioning to remove said property from the Saw Mill Valley Sewer District. The property to be removed is known as 2 Charles Court, Section 91.17, Block 1, Lot 8.1.

B. EFFECT ON SEWER DISTRICT TAX RATE:

Full Equalized Valuations, which are assessed values adjusted for equalization rates, form the basis on which the sewer district tax levies are apportioned by the County Board of Legislators. The following are the full equalized valuations in the 2025 levy pertinent to the subject parcels:

Full Value of Saw Mill District

<u>CITIES/TOWNS</u>	<u>ASSESSED VALUES</u>	<u>EQ. PERCENT</u>	<u>FULL VALUE</u>
Town of Greenburgh	\$ 12,277,190,796.00	100.00%	\$ 12,277,190,796
- Total			
Town of Mt Pleasant	\$ 156,902,343.00	1.07%	\$ 14,663,770,374
Town of Mt Pleasant - Briarcliff	\$ 2,571,629.00	1.07%	\$ 240,339,159
Town of New Castle	\$ 289,743,171.00	14.07%	\$ 2,059,297,591
City of Yonkers	\$ 84,145,975.00	1.78%	\$ 4,727,301,966
Town of Ossining - Briarcliff	\$ 1,233,544,225.00	100.00%	\$ 1,233,544,225
Town of Ossining	\$ 136,653,200.00	100.00%	\$ 136,653,200

TOTAL:	\$35,338,097,311
(TOWN OF MT PLEASANT) Total Value Removed:	<u>(-18,350)</u>

TOTAL FULL VALUE OF DISTRICT AS AMENDED:	\$35,338,078,961*
--	-------------------

*Represents a 0.00005% decrease in the FEV of the District

C. Summary and Recommendations

The proposal to remove certain parcels in the Saw Mill Valley Sanitary Sewer Districts is feasible because:

1. The proposed changes were requested by the Town of Mount Pleasant
2. The subject changes require no engineering modifications to the district facilities and there is no impact on the County facilities because these parcels were never connected to the sewerage system.
3. The subject changes remove from ad valorem taxation properties that have not benefited and foreseeably will not benefit from connection to District facilities based on information received from the Town of Mount Pleasant.
4. The subject changes free reserve capacity at the District treatment plant for future enlargement of the District from surrounding areas without the capital costs of expanding treatment facilities.
5. The subject parcels once removed from the district will be required to petition the County to re-enter the district. The County is not obligated to reserve any capacity for these parcels once they have been removed.
6. The subject parcels were reviewed by the Westchester County Health Department.

ACT NO. – 2025

**AN ACT to Modify the Saw Mill Valley
Sanitary Sewer District by the Removal of
One (1) Parcel of Property located in the
Town of Mount Pleasant.**

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

Section 1. The property located in the Town of Mount Pleasant, more particularly described as 2 Charles Court, Section 91.17, Block 1, Lot 8.1 (the “Parcel”), is hereby removed from the Saw Mill Valley Sanitary Sewer District (the “District”).

Section 2. The Parcel is to be forgiven its obligation for future debt service requirement and is to relinquish its equity in existing sewage facilities in the District, and in return the District is relieved of its responsibility to provide sanitary sewer service and sewerage facilities to the Parcel.

Section 3. This Act, and the assessment area of the District as so altered, changed, modified, reduced and/or enlarged hereby, shall become effective immediately and the assessment rolls filed after the next taxable status date shall show County sewer district assessments and taxes on the basis of such revised District, and taxes levied on such roles shall be based thereon, but any sewer district tax or assessment levied on any valid assessment rolls in effect prior to the next taxable status date, on any parcel affected by the revisions made by this Act shall continue valid as such or as a tax lien, until paid and the amount paid shall be credited to the sewer district in which such parcels were assessed on the roll on which said tax is levied.

Section 4. The County Executive or his authorized designee be and hereby is authorized and empowered to execute instruments and to take any and all action necessary and appropriate to accomplish the purposes hereof.

Section 5. This Act shall take effect immediately.



Kenneth W. Jenkins
County Executive

Department of Environmental Facilities

Vincent F. Kopicki, P.E.
Commissioner

September 9, 2025

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

Dear Honorable Members:

I have been advised by the Commissioner of Environmental Facilities that the Town of Mount Pleasant (the "Town") has requested pursuant to the attached Resolution of the Town, that the Saw Mill Valley Sanitary Sewer District (the "District") be modified to remove one (1) parcel of property more particularly described by street address and tax map designation as 634 Chappaqua Road, Section 91.17, Block 1, Lot 10 (the "Parcel") from the District, which Parcel is not currently connected to the County sewer system. This removal is being requested because the Parcel is not serviced by sanitary sewers and it is not anticipated that sanitary sewers will be constructed for this Parcel in the foreseeable future.

I am advised that the analysis prepared by the Department of Environmental Facilities in the attached feasibility report ("Feasibility Report") dated June 13, 2025 indicates that the proposed removal of the Parcel represents a net decrease of 0.00005% to the Equalized Full Value of the District. Therefore, the removal of the Parcel will not cause significant changes in the tax rate of the District.

According to the Department of Environmental Facilities, the proposal to remove the Parcel from the District is feasible because: (1) the proposed change was requested by the Town; (2) the subject change requires no engineering modifications to the District facilities and there is no impact on the County facilities because the Parcel was never connected to the sewerage system; (3) the subject change removes from ad valorem taxation a property that has not benefited and foreseeably will not benefit from connection to District facilities based on information received from the Town; (4) the subject change frees reserve capacity at the District treatment plant for future enlargement of the District from surrounding areas without the capital costs of expanding treatment facilities; (5) the subject Parcel, once removed from the District, will be required to petition the County to re-enter the District and the County is not obligated to reserve any capacity for the Parcel once it has been removed; and (6) the subject Parcel was reviewed by the Westchester County Health Department.

As your Honorable Board knows, the County Administrative Code section 237.131 authorizes the alteration or change of a County Sanitary Sewer District. However, the Board of Legislators (the "Board") may only alter or change a district after a public hearing is held thereon by the Board, upon notice thereof given by publication in such manner and for such time as the Board shall

Office of the County Executive

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

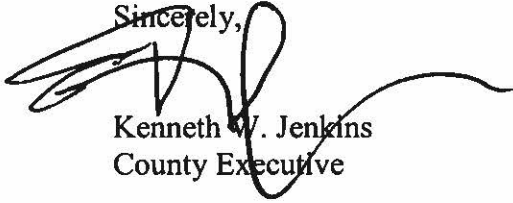
Telephone: (914)995-2900



direct. Therefore, attached hereto is a Resolution which will authorize Legal Notice for the public hearing as required by the Administrative Code.

Based upon the foregoing, I respectfully recommend that your Board adopt a Resolution which will authorize Legal Notice for the public hearing as required by the Administrative Code in such matters. In addition, I urge your Board to file with the Clerk of the Board, the Feasibility Report which details the Parcel involved in the proposed change to the District boundaries, and, after the public hearing, adopt an Act which will accomplish the removal of the Parcel from the District.

Sincerely,

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

Kenneth W. Jenkins
County Executive

KWJ/VK/mcz
Attachments

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

Your Committee is in receipt of a transmittal from the County Executive in which the County Executive states that the Commissioner of Environmental Facilities has advised him that the Town of Mount Pleasant (the "Town") has requested, pursuant to the attached Resolution of the Town, that the Saw Mill Valley Sanitary Sewer District (the "District") be modified to remove one (1) parcel of property more particularly described by street address and tax map designation as 634 Chappaqua Road, Section 91.17, Block 1, Lot 10 (the "Parcel") from the District, which Parcel is not currently connected to the County sewer system. This removal is being requested because the Parcel is not serviced by sanitary sewers and it is not anticipated that sanitary sewers will be constructed for this Parcel in the foreseeable future.

Your Committee is informed that the attached Feasibility Report prepared by the Department of Environmental Facilities ("Feasibility Report") dated June 13, 2025 indicates that the proposed removal of the Parcel represents a net decrease of 0.00005% to the Equalized Full Value of the District. Therefore, the removal of the Parcel will not cause significant changes in the tax rate of the District.

According to the Department of Environmental Facilities, the proposal to remove the Parcels is feasible because: (1) the proposed change was requested by the Town; (2) the subject change requires no engineering modifications to the District facilities and there is no impact on the County facilities because the Parcel was never connected to the sewerage system; (3) the subject change removes from ad valorem taxation a property that has not benefited and foreseeably will not benefit from connection to District facilities based on information received from the Town; (4) the subject change frees reserve capacity at the District treatment plant for future enlargement of the District from surrounding areas without the capital costs of expanding treatment facilities; (5) the subject Parcel, once removed from the District, will be required to petition the County to re-enter the District and the County is not obligated to reserve any capacity for the Parcel once it has been removed; and (6) the subject Parcel was reviewed by the Westchester County Health Department.

Your Committee notes that Chapter 237.131 of the County Administrative Code authorizes the Board of Legislators (the "Board") to alter or change the sewer districts. However, the Board may only alter or change the districts after a public hearing is held thereon by the Board, upon notice thereof given by publication in such manner and for such time as the Board shall direct. Therefore, attached hereto is a Resolution which will authorize Legal Notice for the public hearing as required by the Administrative Code.

Your Committee is advised that the removal of the Parcel would constitute an Unlisted Action under Article 8 of the Environmental Conservation Law, which requires an appropriate environmental review. Your Committee has carefully considered the proposed legislation. It has reviewed the attached Short Environmental Assessment Form (EAF) and the criteria contained in Section 617.7 of Title 6 of the New York State Code of Rules and Regulations, the SEQR regulations, to identify the relevant areas of environmental concern. For the reasons set forth in the attached EAF, your Committee believes that the proposed action will not have any significant adverse impact on the environment and urges your Honorable Board to adopt the annexed resolution by which this Board would issue a Negative Declaration for this proposed action.

Based on the above facts, the Feasibility Report prepared by the Department of Environmental Facilities and the review by the Planning Department, your Committee concurs with the recommendation of the County Executive and recommends your Honorable Board adopt the annexed Resolution which will authorize Legal Notice for the public hearing which is required by the Administrative Code in such matters, and, after such hearing, urges your Honorable Board to adopt the annexed Act which accomplishes the removal of said Parcel from the District. It should be noted that a vote of not less than a majority of the voting strength of the Board of Legislators is required to pass this Act.

Dated: _____, 2025
White Plains, New York

COMMITTEE ON

C: mcz 9.9.25

FISCAL IMPACT STATEMENT

SUBJECT: 634 Chappaqua Road , Saw Mill SSD, Mount Pleasant

☒ NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

☐ GENERAL FUND

☐ AIRPORT FUND

☒ SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense \$ -

Total Current Year Revenue \$ -

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

☐ Additional Appropriations

☐ Other (explain)

Identify Accounts: 236-60-1610-9012

Potential Related Operating Budget Expenses: Annual Amount \$ -

Describe: None. Parcel is not connected to public sanitary sewer.

Potential Related Operating Budget Revenues: Annual Amount \$ -

Describe: Parcel represents 0.00005% of the Full Equalized Value of the Saw Mill SSD

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

Current Year:

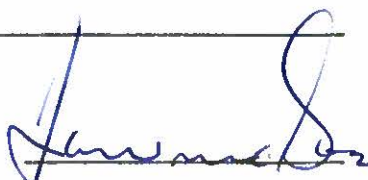
Next Four Years:

Prepared by: Steve Elie-pierre

Title: Director

Department: Maintenance

Date: Friday, June 13, 2025

Reviewed By: 

Budget Director

Date: 9/11/25

RESOLUTION NO. – 2025

RESOLVED, that this Board hold a public hearing on the proposed modification to the Saw Mill Valley Sanitary Sewer District by the removal of one (1) parcel of property located in the Town of Mount Pleasant, more particularly described by street address and tax map designation as 634 Chappaqua Road, Section 91.17, Block 1, Lot 10, pursuant to Section 237.131 of the Laws of Westchester County. The Public Hearing will be held at m. on the day of , 2025 in the Chambers of the Board of Legislators, 8th floor, Michaelian Office Building, White Plains, New York. The Clerk of the Board shall cause notice of the time and date of such hearing to be published at least once in one or more newspapers published in the County of Westchester and selected by the Clerk of the Board for that purpose in the manner and time required by law. Such notice shall be substantially in the form attached hereto.

PUBLIC NOTICE

NOTICE OF HEARING: MODIFICATION TO THE SAW MILL VALLEY SANITARY SEWER DISTRICT BY THE REMOVAL OF ONE (1) PARCEL OF PROPERTY IN THE TOWN OF MOUNT PLEASANT; NOTICE IS HEREBY GIVEN THAT A PUBLIC HEARING WILL BE HELD BY THE BOARD OF LEGISLATORS OF WESTCHESTER COUNTY ON THE DAY OF , 2025 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 REMOVAL FROM THE SAW MILL VALLEY SANITARY SEWER DISTRICT OF LAND IN THE TOWN OF MOUNT PLEASANT IN ACCORDANCE WITH THE FEASIBILITY REPORT OF THE COMMISSIONER OF ENVIRONMENTAL FACILITIES, DATED JUNE 13, 2025, BY STREET ADDRESS AND TAX MAP DESIGNATION AS FOLLOWS:

634 CHAPPAQUA ROAD, SECTION 91.17, BLOCK 1, LOT 10; and

A COPY OF THE REPORT AND MAP PREPARED BY THE COMMISSIONER OF ENVIRONMENTAL FACILITIES IS ON FILE IN THE OFFICE OF THE CLERK OF THE BOARD OF LEGISLATORS AND MAY BE INSPECTED THERE BY ANY INTERESTED PARTY DURING BUSINESS HOURS.

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

Dated: , 2025

White Plains, New York

RESOLUTION NO -2025

WHEREAS, there is pending before this Honorable Board an Act to authorize the County to modify the Saw Mill Valley Sanitary Sewer District (the “District”) by removing one (1) parcel of property in the Town of Mount Pleasant, which parcel is not currently connected to the County sewer system; and

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

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

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

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

WHEREAS, this Honorable Board has carefully considered the proposed action and has reviewed the attached Short Environmental Assessment Form and the criteria set forth in Section 617.7 of the implementing regulations and has identified the relevant areas of environmental concern, as described in the attached Short Environmental Assessment Form, to determine if this proposed action will have a significant adverse 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 this Honorable Board’s review of the Short Environmental Assessment Form and the reasons set forth therein, this Board finds that

there will be no significant adverse impact on the environment from the removal of the one (1) parcel of property from the District; and be it further

RESOLVED, the Clerk of the Board of Legislators is authorized and directed to sign the Determination of Significance in the Short Environmental Assessment Form, which is attached and made a part hereof, as responsible officer in Lead Agency; to issue this “Negative Declaration” on behalf of this Board in satisfaction of SEQRA; 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 this Resolution shall take effect immediately.

TO: Vincent Kopicki, Commissioner
Department of Environmental Facilities

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

DATE: August 12, 2025

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR MODIFICATION OF
SAW MILL VALLEY SANITARY SEWER DISTRICT – REMOVAL OF 634
CHAPPAQUA ROAD, TOWN OF MOUNT PLEASANT**

In response to your request for an environmental review of the above referenced action, the Planning Department has prepared the attached documentation.

The proposed removal of a parcel from the County's sanitary sewer district has been classified as an Unlisted action pursuant to the State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617 (SEQR). A Short Environmental Assessment Form has been prepared for consideration by the Board of Legislators.

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

DSK/oav

Att.

cc: Joan McDonald, Director of Operations
Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Tami Altschiller, Assistant Chief Deputy County Attorney
Blanca Lopez, Commissioner of Planning
Steve Elie-Pierre, P.E., Director of Maintenance
Jeffrey Goldman, Senior Assistant County Attorney
Maximillian Zorn, Assistant County Attorney
Claudia Maxwell, Principal Environmental Planner

Short Environmental Assessment Form

Part 1 - Project Information

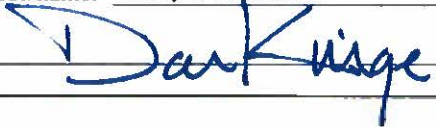
Instructions for Completing

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

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

Part 1 – Project and Sponsor Information							
Name of Action or Project: Removal of 1 Parcel from Saw Mill Valley Sanitary Sewer District							
Project Location (describe, and attach a location map): 634 Chappaqua Road, Briarcliff Manor (Town of Mount Pleasant), Westchester County, New York (Section 91.17, Block 1, Lot 10)							
Brief Description of Proposed Action: Removal of 1 parcel from the Saw Mill Valley Sanitary Sewer District. At the request of the property owners, the Town of Mount Pleasant has petitioned the County to remove the subject parcel from the County sewer district on the basis that the parcel was never connected to the sewerage system and the Town has no plans to extend local sewers to service this area. The parcel is approximately 1.4 acres in size and is developed with a single-family residence. The residence is served by an on-site septic system. The proposed district modification will remove from ad valorem taxation, a property that has not, does not, nor is anticipated to receive district benefits.							
Name of Applicant or Sponsor:		Telephone: 914-995-4400					
County of Westchester		E-Mail: dsk2@westchestercountyny.gov					
Address: 148 Martine Avenue							
City/PO: White Plains		State: NY	Zip Code: 10601				
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			<table border="1" style="width: 100%; text-align: center;"> <tr> <td>NO</td> <td>YES</td> </tr> <tr> <td>☐</td> <td>☒</td> </tr> </table>	NO	YES	☐	☒
NO	YES						
☐	☒						
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:			<table border="1" style="width: 100%; text-align: center;"> <tr> <td>NO</td> <td>YES</td> </tr> <tr> <td>☐</td> <td>☐</td> </tr> </table>	NO	YES	☐	☐
NO	YES						
☐	☐						
3. a. Total acreage of the site of the proposed action? _____ acres b. Total acreage to be physically disturbed? _____ acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres							
4. Check all land uses that occur on, are adjoining or near the proposed action: ☐ Urban ☐ Rural (non-agriculture) ☐ Industrial ☐ Commercial ☐ Residential (suburban) ☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other(Specify): ☐ Parkland							

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	☐	☐	☐
b. Consistent with the adopted comprehensive plan?	☐	☐	☐
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO ☐	YES ☐	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO ☐	YES ☐	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO ☐	YES ☐	
b. Are public transportation services available at or near the site of the proposed action?	☐	☐	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	☐	☐	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	NO ☐	YES ☐	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ _____	NO ☐	YES ☐	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ _____	NO ☐	YES ☐	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	NO ☐ ☐	YES ☐ ☐	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____	NO ☐ ☐	YES ☐ ☐	

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: ☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional ☐ Wetland ☐ Urban ☐ Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	☐	☐
16. Is the project site located in the 100-year flood plan?	NO	YES
	☐	☐
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO	YES
	☐	☐
a. Will storm water discharges flow to adjacent properties?	☐	☐
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe:	☐	☐
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	NO	YES
	☐	☐
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	NO	YES
	☐	☐
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:	NO	YES
	☐	☐
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor/name: <u>County of Westchester</u> Date: <u>August 12, 2025</u>		
Signature: <u></u> Title: <u>Assistant Commissioner, Dept. of Planning</u>		

Short Environmental Assessment Form

Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	☒	☐
2. Will the proposed action result in a change in the use or intensity of use of land?	☒	☐
3. Will the proposed action impair the character or quality of the existing community?	☒	☐
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	☒	☐
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	☒	☐
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	☒	☐
7. Will the proposed action impact existing:	☒	☐
a. public / private water supplies?	☒	☐
b. public / private wastewater treatment utilities?	☒	☐
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	☒	☐
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	☒	☐
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	☒	☐
11. Will the proposed action create a hazard to environmental resources or human health?	☒	☐

Short Environmental Assessment Form

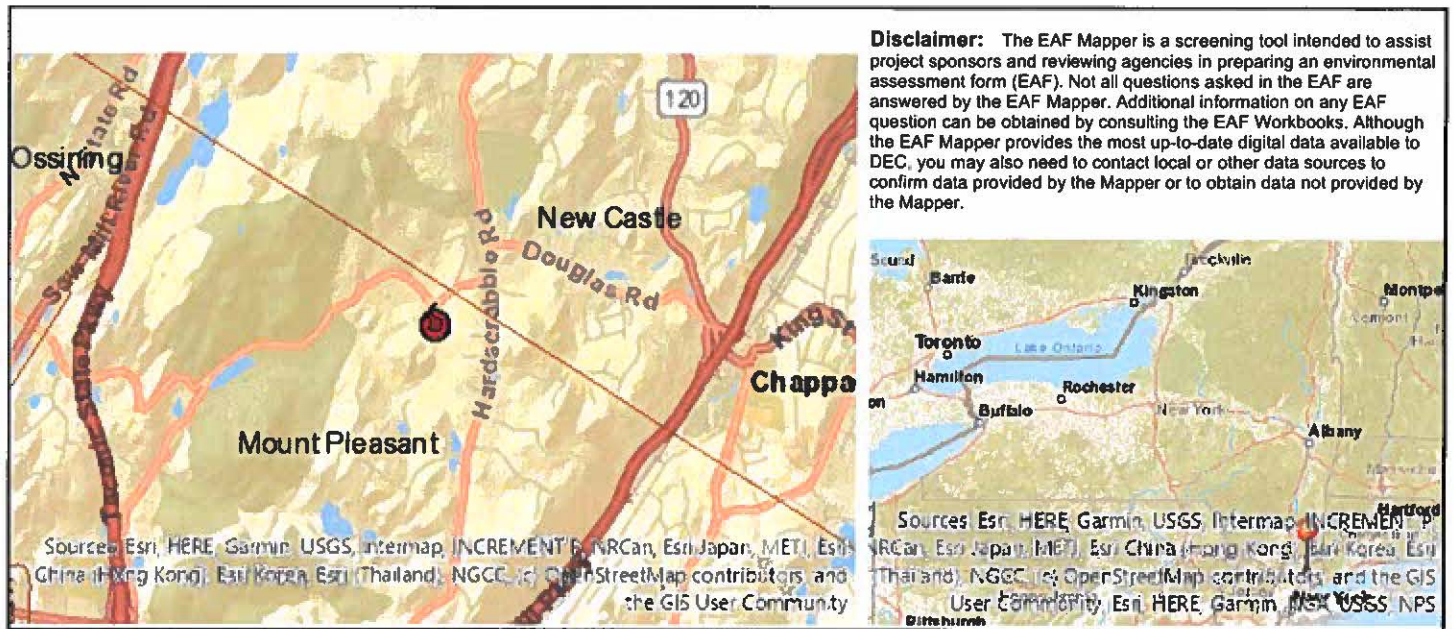
Part 3 Determination of Significance

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

The proposed action involves an act by the County Board of Legislators in order to modify a County-established sewer district, which is similar in nature to "the legislative adoption of a plan" in that there are no direct impacts to the environment because the action does not involve physical changes. The proposed action would remove from a district property that is not receiving, nor is anticipated to receive district services. The parcel is already developed with a residence that is served by a functioning on-site septic system. The Health Department has no record of septic problems or failures occurring at this site within the past five years, which may otherwise warrant inclusion in the district. Additionally, the property is located in the Town's R-40 One Family Residential zoning district; as such, no new development is anticipated that would warrant a sewer connection. The nearest local sewer is located over 1000 feet away. The Town does not have any plans to extend its local sewer lines to serve this property. Since the property was never connected to the sewer system, its removal from the district will have no physical impact on the County's sewer infrastructure.

☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.	
☒ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.	
County of Westchester	
Name of Lead Agency Malika Vanderberg	Date Clerk of the Board of Legislators
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer 
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

PRINT FORM



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	No
Part 1 / Question 12b [Archeological Sites]	No
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	No

COUNTY OF WESTCHESTER

DEPARTMENT OF ENVIRONMENTAL FACILITIES

June 13, 2025

FEASIBILITY REPORT
IN THE MATTER OF

THE REMOVAL OF A CERTAIN PARCEL

IN THE

SAW MILL VALLEY SANITARY SEWER DISTRICT

TOWN OF Mount Pleasant



Vincent Kopicki, P.E.
Commissioner
Environmental Facilities

The Town of Mount Pleasant has petitioned that one (1) property currently included in the Saw Mill Valley Sanitary Sewer District be removed from the Saw Mill Valley Sewer District.

A. The identification of the property presently within the Saw Mill Sewer District and to be removed is contained on the attached Town Resolution of the Town of Mount Pleasant, Request for Removal from the Saw Mill Valley Sanitary Sewer District as prepared by the Mount Pleasant Town Clerk. The Town of Mount Pleasant is petitioning to remove said property from the Saw Mill Valley Sewer District. The property to be removed is known as 634 Chappaqua Road, Section 91.17, Block 1, Lot 10.

B. EFFECT ON SEWER DISTRICT TAX RATE:

Full Equalized Valuations, which are assessed values adjusted for equalization rates, form the basis on which the sewer district tax levies are apportioned by the County Board of Legislators. The following are the full equalized valuations in the 2025 levy pertinent to the subject parcels:

Full Value of Saw Mill District

<u>CITIES/TOWNS</u>	<u>ASSESSED VALUES</u>	<u>EQ. PERCENT</u>	<u>FULL VALUE</u>
Town of Greenburgh	\$ 12,277,190,796.00	100.00%	\$ 12,277,190,796
- Total			
Town of Mt Pleasant	\$ 156,902,343.00	1.07%	\$ 14,663,770,374
Town of Mt Pleasant - Briarcliff	\$ 2,571,629.00	1.07%	\$ 240,339,159
Town of New Castle	\$ 289,743,171.00	14.07%	\$ 2,059,297,591
City of Yonkers	\$ 84,145,975.00	1.78%	\$ 4,727,301,966
Town of Ossining - Briarcliff	\$ 1,233,544,225.00	100.00%	\$ 1,233,544,225
Town of Ossining	\$ 136,653,200.00	100.00%	\$ 136,653,200
TOTAL:			\$35,338,097,311
(TOWN OF MT PLEASANT) Total Value Removed:			<u>(-17,400)</u>
TOTAL FULL VALUE OF DISTRICT AS AMENDED:			\$35,338,079,911*

*Represents a 0.00005% decrease in the FEV of the District

C. Summary and Recommendations

The proposal to remove certain parcels in the Saw Mill Valley Sanitary Sewer Districts is feasible because:

1. The proposed changes were requested by the Town of Mount Pleasant
2. The subject changes require no engineering modifications to the district facilities and there is no impact on the County facilities because these parcels were never connected to the sewerage system.
3. The subject changes remove from ad valorem taxation properties that have not benefited and foreseeably will not benefit from connection to District facilities based on information received from the Town of Mount Pleasant.
4. The subject changes free reserve capacity at the District treatment plant for future enlargement of the District from surrounding areas without the capital costs of expanding treatment facilities.
5. The subject parcels once removed from the district will be required to petition the County to re-enter the district. The County is not obligated to reserve any capacity for these parcels once they have been removed.
6. The subject parcels were reviewed by the Westchester County Health Department.

ACT NO. – 2025

**AN ACT to Modify the Saw Mill Valley
Sanitary Sewer District by the Removal of
One (1) Parcel of Property located in the
Town of Mount Pleasant.**

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

Section 1. The property located in the Town of Mount Pleasant, more particularly described as 634 Chappaqua Road, Section 91.17, Block 1, Lot 10 (the “Parcel”), is hereby removed from the Saw Mill Valley Sanitary Sewer District (the “District”).

Section 2. The Parcel is to be forgiven its obligation for future debt service requirement and is to relinquish its equity in existing sewage facilities in the District, and in return the District is relieved of its responsibility to provide sanitary sewer service and sewerage facilities to the Parcel.

Section 3. This Act, and the assessment area of the District as so altered, changed, modified, reduced and/or enlarged hereby, shall become effective immediately and the assessment rolls filed after the next taxable status date shall show County sewer district assessments and taxes on the basis of such revised District, and taxes levied on such roles shall be based thereon, but any sewer district tax or assessment levied on any valid assessment rolls in effect prior to the next taxable status date, on any parcel affected by the revisions made by this Act shall continue valid as such or as a tax lien, until paid and the amount paid shall be credited to the sewer district in which such parcels were assessed on the roll on which said tax is levied.

Section 4. The County Executive or his authorized designee be and hereby is authorized and empowered to execute instruments and to take any and all action necessary and appropriate to accomplish the purposes hereof.

Section 5. 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 in which the County Executive states that the Commissioner of Environmental Facilities has advised him that the Town of New Castle (the "Town") has requested, pursuant to the attached Resolution of the Town, that the Saw Mill Valley Sanitary Sewer District (the "District") be modified to remove one (1) parcel of property more particularly described by street address and tax map designation as 280 Douglas Road, Section 100.6, Block 2, Lot 2 (the "Parcel") from the District, which Parcel is not currently connected to the County sewer system. This removal is being requested because the Parcel is not serviced by sanitary sewers and it is not anticipated that sanitary sewers will be constructed for this Parcel in the foreseeable future.

Your Committee is informed that the attached Feasibility Report prepared by the Department of Environmental Facilities ("Feasibility Report") dated June 16, 2025 indicates that the proposed removal of the Parcel represents a net decrease of 0.0011% to the Equalized Full Value of the District. Therefore, the removal of the Parcel will not cause significant changes in the tax rate of the District.

According to the Department of Environmental Facilities, the proposal to remove the Parcels is feasible because: (1) the proposed change was requested by the Town; (2) the subject change requires no engineering modifications to the District facilities and there is no impact on the County facilities because the Parcel was never connected to the sewerage system; (3) the subject change removes from ad valorem taxation a property that has not benefited and foreseeably will not benefit from connection to District facilities based on information received from the Town; (4) the subject change frees reserve capacity at the District treatment plant for future enlargement of the District from surrounding areas without the capital costs of expanding treatment facilities; (5) the subject Parcel, once removed from the District, will be required to petition the County to re-enter the District and the County is not obligated to reserve any capacity for the Parcel once it has been removed; and (6) the subject Parcel was reviewed by the Westchester County Health Department.

Your Committee notes that Chapter 237.131 of the County Administrative Code authorizes the Board of Legislators (the “Board”) to alter or change the sewer districts. However, the Board may only alter or change the districts after a public hearing is held thereon by the Board, upon notice thereof given by publication in such manner and for such time as the Board shall direct. Therefore, attached hereto is a Resolution which will authorize Legal Notice for the public hearing as required by the Administrative Code.

Your Committee is advised that the removal of the Parcel would constitute an Unlisted Action under Article 8 of the Environmental Conservation Law, which requires an appropriate environmental review. Your Committee has carefully considered the proposed legislation. It has reviewed the attached Short Environmental Assessment Form (EAF) and the criteria contained in Section 617.7 of Title 6 of the New York State Code of Rules and Regulations, the SEQR regulations, to identify the relevant areas of environmental concern. For the reasons set forth in the attached EAF, your Committee believes that the proposed action will not have any significant adverse impact on the environment and urges your Honorable Board to adopt the annexed resolution by which this Board would issue a Negative Declaration for this proposed action.

Based on the above facts, the Feasibility Report prepared by the Department of Environmental Facilities and the review by the Planning Department, your Committee concurs with the recommendation of the County Executive and recommends your Honorable Board adopt the annexed Resolution which will authorize Legal Notice for the public hearing which is required by the Administrative Code in such matters, and, after such hearing, urges your Honorable Board to adopt the annexed Act which accomplishes the removal of said Parcel from the District. It should be noted that a vote of not less than a majority of the voting strength of the Board of Legislators is required to pass this Act.

Dated: _____, 2025
White Plains, New York

COMMITTEE ON

C: mcz 8.19.25

FISCAL IMPACT STATEMENT

SUBJECT: 280 Douglas Road , Saw Mill SSD, New Castle

☒ NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

☐ GENERAL FUND

☐ AIRPORT FUND

☒ SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense \$ -

Total Current Year Revenue \$ -

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

☐ Additional Appropriations ☐ Other (explain)

Identify Accounts: 236-60-1610-9012

Potential Related Operating Budget Expenses: Annual Amount \$ -

Describe: None. Parcel is not connected to public sanitary sewer.

Potential Related Operating Budget Revenues: Annual Amount \$ -

Describe: Parcel represents 0.0011% of the Full Equalized Value of the Saw Mill SSD

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

Current Year:

Next Four Years:

Prepared by: Steve Elie-pierre

Title: Director

Department: Maintenance

Date: Monday, June 16, 2025

Reviewed By:

Budget Director

Date:

10/2/25

RESOLUTION NO. – 2025

RESOLVED, that this Board hold a public hearing on the proposed modification to the Saw Mill Valley Sanitary Sewer District by the removal of one (1) parcel of property located in the Town of New Castle, more particularly described by street address and tax map designation as 280 Douglas Road, Section 100.6, Block 2, Lot 2, pursuant to Section 237.131 of the Laws of Westchester County. The Public Hearing will be held at m. on the day of , 2025 in the Chambers of the Board of Legislators, 8th floor, Michaelian Office Building, White Plains, New York. The Clerk of the Board shall cause notice of the time and date of such hearing to be published at least once in one or more newspapers published in the County of Westchester and selected by the Clerk of the Board for that purpose in the manner and time required by law. Such notice shall be substantially in the form attached hereto.

PUBLIC NOTICE

NOTICE OF HEARING: MODIFICATION TO THE SAW MILL VALLEY SANITARY SEWER DISTRICT BY THE REMOVAL OF ONE (1) PARCEL OF PROPERTY IN THE TOWN OF NEW CASTLE; NOTICE IS HEREBY GIVEN THAT A PUBLIC HEARING WILL BE HELD BY THE BOARD OF LEGISLATORS OF WESTCHESTER COUNTY ON THE DAY OF , 2025 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 REMOVAL FROM THE SAW MILL VALLEY SANITARY SEWER DISTRICT OF LAND IN THE TOWN OF NEW CASTLE IN ACCORDANCE WITH THE FEASIBILITY REPORT OF THE COMMISSIONER OF ENVIRONMENTAL FACILITIES, DATED JUNE 16, 2025, BY STREET ADDRESS AND TAX MAP DESIGNATION AS FOLLOWS:

280 DOUGLAS ROAD, SECTION 100.6, BLOCK 2, LOT 2; and

A COPY OF THE REPORT AND MAP PREPARED BY THE COMMISSIONER OF ENVIRONMENTAL FACILITIES IS ON FILE IN THE OFFICE OF THE CLERK OF THE BOARD OF LEGISLATORS AND MAY BE INSPECTED THERE BY ANY INTERESTED PARTY DURING BUSINESS HOURS.

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

Dated: , 2025

White Plains, New York

RESOLUTION NO -2025

WHEREAS, there is pending before this Honorable Board an Act to authorize the County to modify the Saw Mill Valley Sanitary Sewer District (the “District”) by removing one (1) parcel of property in the Town of New Castle, which parcel is not currently connected to the County sewer system; and

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

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

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

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

WHEREAS, this Honorable Board has carefully considered the proposed action and has reviewed the attached Short Environmental Assessment Form and the criteria set forth in Section 617.7 of the implementing regulations and has identified the relevant areas of environmental concern, as described in the attached Short Environmental Assessment Form, to determine if this proposed action will have a significant adverse 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 this Honorable Board’s review of the Short Environmental Assessment Form and the reasons set forth therein, this Board finds that

there will be no significant adverse impact on the environment from the removal of the one (1) parcel of property from the District; and be it further

RESOLVED, the Clerk of the Board of Legislators is authorized and directed to sign the Determination of Significance in the Short Environmental Assessment Form, which is attached and made a part hereof, as responsible officer in Lead Agency; to issue this “Negative Declaration” on behalf of this Board in satisfaction of SEQRA; 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 this Resolution shall take effect immediately.

TO: Vincent Kopicki, Commissioner
Department of Environmental Facilities

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

DATE: August 12, 2025

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR MODIFICATION OF
SAW MILL VALLEY SANITARY SEWER DISTRICT – REMOVAL OF 280
DOUGLAS ROAD, TOWN OF NEW CASTLE**

In response to your request for an environmental review of the above referenced action, the Planning Department has prepared the attached documentation.

The proposed removal of a parcel from the County's sanitary sewer district has been classified as an Unlisted action pursuant to the State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617 (SEQR). A Short Environmental Assessment Form has been prepared for consideration by the Board of Legislators.

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

DSK/oav
Att.

cc: Joan McDonald, Director of Operations
Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Tami Altschiller, Assistant Chief Deputy County Attorney
Blanca Lopez, Commissioner of Planning
Steve Elie-Pierre, P.E., Director of Maintenance
Jeffrey Goldman, Senior Assistant County Attorney
Maximillian Zorn, Assistant County Attorney
Claudia Maxwell, Principal Environmental Planner

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

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

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

Part 1 – Project and Sponsor Information			
Name of Action or Project: Removal of 1 Parcel from Saw Mill Valley Sanitary Sewer District			
Project Location (describe, and attach a location map): 280 Douglas Road, Chappaqua (Town of New Castle), Westchester County, New York (Section 100.6, Block 2, Lot 2)			
Brief Description of Proposed Action: Removal of 1 parcel from the Saw Mill Valley Sanitary Sewer District. At the request of the property owners, the Town of New Castle has petitioned the County to remove the subject parcel from the County sewer district on the basis that the parcel was never connected to the sewerage system and the Town has no plans to extend local sewers to service this area. The parcel is 5.8 acres in size and is developed with a single-family residence. The residence is served by an on-site septic system. The proposed district modification will remove from ad valorem taxation, a property that has not, does not, nor is anticipated to receive district benefits.			
Name of Applicant or Sponsor:		Telephone: 914-995-4400	
County of Westchester		E-Mail: dsk2@westchestercountyny.gov	
Address: 148 Martine Avenue			
City/PO: White Plains		State: NY	Zip Code: 10601
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO ☐
			YES ☒
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:			NO ☐
			YES ☐
3. a. Total acreage of the site of the proposed action? _____ acres b. Total acreage to be physically disturbed? _____ acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres			
4. Check all land uses that occur on, are adjoining or near the proposed action: ☐ Urban ☐ Rural (non-agriculture) ☐ Industrial ☐ Commercial ☐ Residential (suburban) ☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other(Specify): ☐ Parkland			

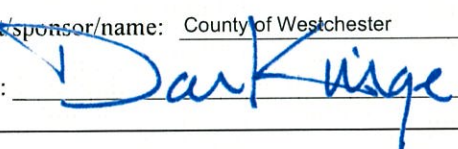
5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	☐	☐	☐
b. Consistent with the adopted comprehensive plan?	☐	☐	☐
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	☐	☐	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO	YES	
If Yes, identify: _____	☐	☐	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
b. Are public transportation services available at or near the site of the proposed action?	☐	☐	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	☐	☐	
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES	
If the proposed action will exceed requirements, describe design features and technologies: _____ _____	☐	☐	
10. Will the proposed action connect to an existing public/private water supply?	NO	YES	
If No, describe method for providing potable water: _____ _____	☐	☐	
11. Will the proposed action connect to existing wastewater utilities?	NO	YES	
If No, describe method for providing wastewater treatment: _____ _____	☐	☐	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES	
	☐	☐	
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?	☐	☐	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	☐	☐	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	☐	☐	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____			

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: ☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional ☐ Wetland ☐ Urban ☐ Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	☐	☐
16. Is the project site located in the 100-year flood plan?	NO	YES
	☐	☐
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO	YES
	☐	☐
a. Will storm water discharges flow to adjacent properties?	☐	☐
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe:	☐	☐

18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	NO	YES
	☐	☐

19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	NO	YES
	☐	☐

20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:	NO	YES
	☐	☐

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor/name: <u>County of Westchester</u> Date: <u>August 12, 2025</u>		
Signature: <u></u> Title: <u>Assistant Commissioner, Dept. of Planning</u>		

Short Environmental Assessment Form

Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	☒	☐
2. Will the proposed action result in a change in the use or intensity of use of land?	☒	☐
3. Will the proposed action impair the character or quality of the existing community?	☒	☐
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	☒	☐
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	☒	☐
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	☒	☐
7. Will the proposed action impact existing:	☒	☐
a. public / private water supplies?	☒	☐
b. public / private wastewater treatment utilities?	☒	☐
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	☒	☐
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	☒	☐
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	☒	☐
11. Will the proposed action create a hazard to environmental resources or human health?	☒	☐

Short Environmental Assessment Form

Part 3 Determination of Significance

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

The proposed action involves an act by the County Board of Legislators in order to modify a County-established sewer district, which is similar in nature to "the legislative adoption of a plan" in that there are no direct impacts to the environment because the action does not involve physical changes. The proposed action would remove from a district property that is not receiving, nor is anticipated to receive district services. The parcel is already developed with a residence that is served by a functioning on-site septic system. The Health Department has no record of septic problems or failures occurring at this site within the past five years, which may otherwise warrant inclusion in the district. The property is located in the Town's R-1A: One Acre Residence zoning district. At 5.8 acres, up to four additional residences could be built under the present zoning, although unlikely due to the layout of the existing residence, which includes a large house, circular drive, pool and tennis court. As such, no new development is anticipated that would warrant a sewer connection. The nearest local sewer is located over 1000 feet away. The Town does not have any plans to extend its local sewer lines to serve this property. Since the property was never connected to the sewer system, its removal from the district will have no physical impact on the County's sewer infrastructure.

- ☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
- ☒ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

County of Westchester

Name of Lead Agency

Malika Vanderberg

Print or Type Name of Responsible Officer in Lead Agency

Signature of Responsible Officer in Lead Agency

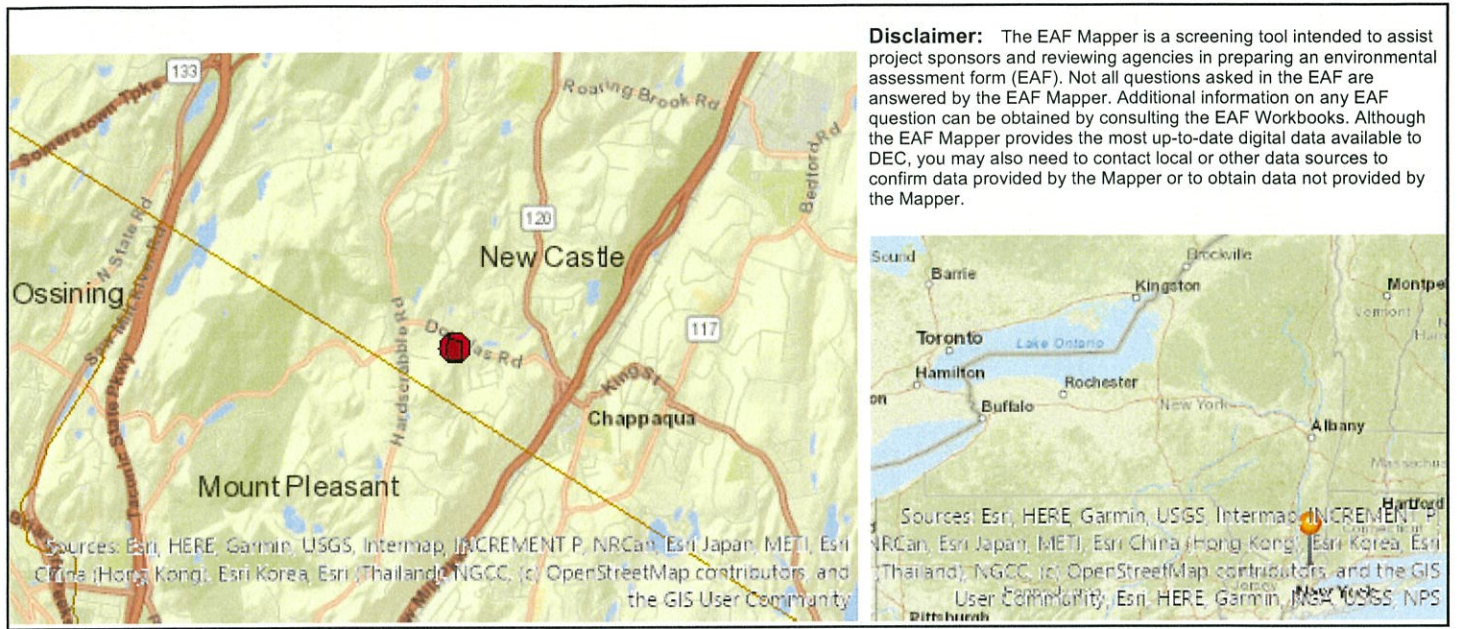
Date

Clerk of the Board of Legislators

Title of Responsible Officer

Signature of Preparer (if different from Responsible Officer)

PRINT FORM



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	Yes
Part 1 / Question 12b [Archeological Sites]	No
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	No

COUNTY OF WESTCHESTER
DEPARTMENT OF ENVIRONMENTAL FACILITIES

June 16, 2025

FEASIBILITY REPORT
IN THE MATTER OF

THE REMOVAL OF A CERTAIN PARCEL
IN THE
SAW MILL VALLEY SANITARY SEWER DISTRICT
TOWN OF NEW CASTLE



Vincent Kopicki, P.E.
Commissioner
Environmental Facilities

The Town of New Castle has petitioned that one (1) property currently included in the Saw Mill Valley Sanitary Sewer District be removed from the Saw Mill Valley Sewer District.

A. The identification of the property presently within the Saw Mill Sewer District and to be removed is contained on the attached Town Resolution of the Town of New Castle, Request for Removal from the Saw Mill Valley Sanitary Sewer District as prepared by the New Castle Town Clerk. The Town of New Castle is petitioning to remove said property from the Saw Mill Valley Sewer District. The property to be removed is known as 280 Douglas Road, Section 100.6, Block 2, Lot 2.

B. EFFECT ON SEWER DISTRICT TAX RATE:

Full Equalized Valuations, which are assessed values adjusted for equalization rates, form the basis on which the sewer district tax levies are apportioned by the County Board of Legislators. The following are the full equalized valuations in the 2025 levy pertinent to the subject parcels:

Full Value of Saw Mill District

<u>CITIES/TOWNS</u>	<u>ASSESSED VALUES</u>	<u>EQ. PERCENT</u>	<u>FULL VALUE</u>
Town of Greenburgh	\$ 12,277,190,796.00	100.00%	\$ 12,277,190,796
- Total			
Town of Mt Pleasant	\$ 156,902,343.00	1.07%	\$ 14,663,770,374
Town of Mt Pleasant - Briarcliff	\$ 2,571,629.00	1.07%	\$ 240,339,159
Town of New Castle	\$ 289,743,171.00	14.07%	\$ 2,059,297,591
City of Yonkers	\$ 84,145,975.00	1.78%	\$ 4,727,301,966
Town of Ossining - Briarcliff	\$ 1,233,544,225.00	100.00%	\$ 1,233,544,225
Town of Ossining	\$ 136,653,200.00	100.00%	\$ 136,653,200
TOTAL:			\$35,338,097,311
(TOWN OF MT PLEASANT) Total Value Removed:			<u>(-378,700)</u>
TOTAL FULL VALUE OF DISTRICT AS AMENDED:			\$35,337,718,611*

*Represents a 0.0011% decrease in the FEV of the District

C. Summary and Recommendations

The proposal to remove certain parcels in the Saw Mill Valley Sanitary Sewer Districts is feasible because:

1. The proposed changes were requested by the Town of New Castle
2. The subject changes require no engineering modifications to the district facilities and there is no impact on the County facilities because these parcels were never connected to the sewerage system.
3. The subject changes remove from ad valorem taxation properties that have not benefited and foreseeably will not benefit from connection to District facilities based on information received from the Town of New Castle.
4. The subject changes free reserve capacity at the District treatment plant for future enlargement of the District from surrounding areas without the capital costs of expanding treatment facilities.
5. The subject parcels once removed from the district will be required to petition the County to re-enter the district. The County is not obligated to reserve any capacity for these parcels once they have been removed.
6. The subject parcels were reviewed by the Westchester County Health Department.

ACT NO. – 2025

AN ACT to Modify the Saw Mill Valley Sanitary Sewer District by the Removal of One (1) Parcel of Property located in the Town of New Castle.

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

Section 1. The property located in the Town of New Castle, more particularly described as 280 Douglas Road, Section 100.6, Block 2, Lot 2 (the “Parcel”), is hereby removed from the Saw Mill Valley Sanitary Sewer District (the “District”).

Section 2. The Parcel is to be forgiven its obligation for future debt service requirement and is to relinquish its equity in existing sewage facilities in the District, and in return the District is relieved of its responsibility to provide sanitary sewer service and sewerage facilities to the Parcel.

Section 3. This Act, and the assessment area of the District as so altered, changed, modified, reduced and/or enlarged hereby, shall become effective immediately and the assessment rolls filed after the next taxable status date shall show County sewer district assessments and taxes on the basis of such revised District, and taxes levied on such rolls shall be based thereon, but any sewer district tax or assessment levied on any valid assessment rolls in effect prior to the next taxable status date, on any parcel affected by the revisions made by this Act shall continue valid as such or as a tax lien, until paid and the amount paid shall be credited to the sewer district in which such parcels were assessed on the roll on which said tax is levied.

Section 4. The County Executive or his authorized designee be and hereby is authorized and empowered to execute instruments and to take any and all action necessary and appropriate to accomplish the purposes hereof.

Section 5. This Act shall take effect immediately.

September 26, 2025

TO: Hon. Vedat Gashi, Chair
Hon. Jose Alvarado, Vice Chair
Hon. David Imamura, Majority Leader
Hon. Margaret Cunzio, Minority Leader

FROM: Kenneth W. Jenkins
County Executive



RE: Message Requesting Immediate Consideration: **Amended Bond Act –
RCC17 – County Center Facility Improvements.**

This will confirm my request that the Board of Legislators allow submission of the referenced communication to be submitted to the Board of Legislators September 29, 2025 Agenda.

Transmitted herewith for your review and approval is an amended bond act (“Amended Bond Act”), which, if adopted by your Honorable Board, would authorize the County of Westchester (“County”) to issue additional bonds to finance the following capital project: RCC17.

Therefore, since this communication is of the utmost importance, it is respectfully submitted that the County Board of Legislators accepts this submission for September 29, 2025 “blue sheet” calendar.

Thank you for your prompt attention to this matter.



Kenneth W. Jenkins
Westchester County Executive

September 24, 2025

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

Dear Members of the Board of Legislators:

Transmitted herewith for your review and approval is an amended bond act ("Amended Bond Act"), which, if adopted by your Honorable Board, would authorize the County of Westchester ("County") to issue additional bonds to finance the following capital project:

RCC17 – County Center Facility Improvements ("RCC17").

The Amended Bond Act, in the total amount of \$25,050,000, includes \$10,050,000 in previously authorized bonds of the County. The additional bonds totaling \$15,000,000 would finance RCC17 as follows: \$14,514,000 would finance the planning, construction and construction management associated with the replacement of the roof other associated building renovations and flood mitigation, drainage, and related improvements other related improvements the County Center Building, and \$10,536,000 would finance the replacement of the existing generator and switch gear electrical systems.

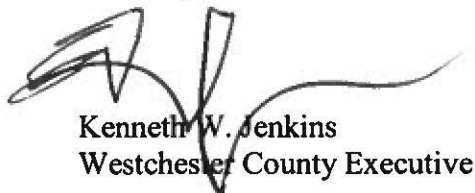
The Department of Parks, Recreation and Conservation ("Department") has advised that the County Center has been vulnerable to flooding due to its close proximity to the Bronx River and Fulton Brook, which endangers critical electrical infrastructure.

Design is currently being undertaken by in-house staff and a consultant, and is expected to be completed by the fourth quarter of 2025. It is estimated that construction will take thirty six months to complete and will begin after award and execution of the construction contracts.

It should be noted that your Honorable Board has authorized the County to issue bonds for RCC17 as indicated in the annexed fact sheet and as follows: Bond Act No. 249-2023 in the amount of \$10,050,000, which authorized financing for design, construction and construction management associated with roof replacement and other County Center building renovations. These bonds have not been sold. Accordingly, it is now requested that Bond Act No. 249-2023 be amended to increase the amount authorized by \$15,000,000, for a total authorized amount, as amended, of \$25,050,000, and to revise the scope of Bond Act No. 249-2023 to include additional work associated with RCC17.

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

Sincerely,

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

Kenneth W. Jenkins
Westchester County Executive

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

Your Committee is in receipt of a transmission from the County Executive recommending approval by the County of Westchester (“County”) of an amended bond act (“Amended Bond Act”) which, if adopted, will authorize the County to issue up to \$15,000,000 in additional bonds of the County to finance capital project RCC17 – County Center Facility Improvements (“RCC17”).

The Amended Bond Act in the total amount of \$25,050,000 was prepared by the law firm Hawkins, Delafield & Wood, and includes \$10,050,000 in previously authorized bonds of the County. The additional bonds totaling \$15,000,000 would finance RCC17 as follows: \$14,514,000 would finance the planning, construction and construction management associated with the replacement of the roof other associated building renovations and flood mitigation, drainage, and related improvements other related improvements the County Center Building, and \$10,536,000 would finance the replacement of the existing generator and switch gear electrical systems.

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The Planning Department has advised your Committee that based on its review, RCC17 has been classified as an "Unlisted" action under the State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617 ("SEQR"). A Resolution, and Short Environmental Assessment Form ("EAF"), prepared by the Planning Department, are attached to assist your Honorable Board in complying with SEQR. For the reasons set forth in the attached EAF, your Committee believes that the proposed action will not have any significant adverse impact on the environment and recommends the adoption of the Resolution. As you know, a determination of significance must be made prior to enacting the aforementioned Bond Act.

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

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

COMMITTEE ON

s/mg/8-15-25

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: RCC17

☐ 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

GENERATOR AND ELECTRICAL SWITCHGEAR

SECTION B - BONDING AUTHORIZATIONS

To Be Completed by Finance

Total Principal \$ 10,536,000 PPU 10 Anticipated Interest Rate 2.67%

Anticipated Annual Cost (Principal and Interest): \$ 1,216,669

Total Debt Service (Annual Cost x Term): \$ 12,166,690

Finance Department: Interest rates from September 24, 2025 Bond Buyer - ASBA

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

To Be Completed by Submitting Department and Reviewed by Budget

Potential Related Expenses (Annual): \$ -

Potential Related Revenues (Annual): \$ -

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

SECTION D - EMPLOYMENT

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

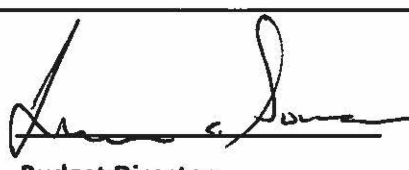
Number of Full Time Equivalent (FTE) Jobs Funded: 115

Prepared by: Robert C. Lopane, RLA

Title: Director of Program Development II - P

Department: Parks, Recreation and Conservation

Date: 9/25/25

Reviewed By: 

DA/25/25
CP/25/25

Date:

Budget Director

9/25/25

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: RCC17

☐ 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

ROOF AND FLOOD MITIGATION

SECTION B - BONDING AUTHORIZATIONS

To Be Completed by Finance

Total Principal \$ 14,514,000 PPU 15 Anticipated Interest Rate 3.14%

Anticipated Annual Cost (Principal and Interest): \$ 1,232,038

Total Debt Service (Annual Cost x Term): \$ 18,480,570

Finance Department: Interest rates from September 24, 2025 Bond Buyer - ASBA

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

To Be Completed by Submitting Department and Reviewed by Budget

Potential Related Expenses (Annual): \$ -

Potential Related Revenues (Annual): \$ -

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

SECTION D - EMPLOYMENT

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

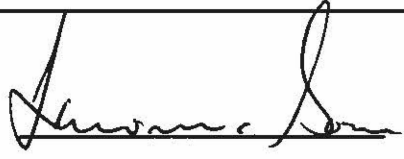
Number of Full Time Equivalent (FTE) Jobs Funded: 158

Prepared by: Robert C. Lopane, RLA

Title: Director of Program Development II-PR

Department: Parks, Rereation & Conservation

Date: 10/25/25

Reviewed By: 

DV 9/25/25
CP 9/25/25

Date:

Budget Director

9/25/25

TO: Michelle Greenbaum, Senior Assistant County Attorney
Jeffrey Goldman, Senior Assistant County Attorney
Carla Chaves, Senior Assistant County Attorney
Maximilian Zorn, Assistant County Attorney

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

DATE: September 19, 2025

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT:
RCC17 COUNTY CENTER FACILITY IMPROVEMENTS**

The Planning Department has reviewed the above referenced project (Fact Sheet Unique ID: 3020) in accordance with the State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617 (SEQR).

Pursuant to SEQR, this project has been classified as an Unlisted action. The County is the only involved agency with discretionary authority and, therefore, must serve as lead agency. As such, a Short Environmental Assessment Form has been prepared for the project for consideration by the Board of Legislators.

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

DSK/oav
Att.

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

RESOLUTION

WHEREAS, there is pending before this Honorable Board an act to authorize the County of Westchester to issue bonds in connection with capital project RCC17 – County Center Facility Improvements (“RCC17”) (“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 (“SEQR”); and

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

WHEREAS, the County of Westchester is the only involved agency with discretionary authority for this action and, therefore, 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 Short 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 the Bond Act and be it further

RESOLVED, that the Clerk of the Board of Legislators is authorized and directed to sign the "Determination of Significance" in the EAF, which is attached hereto and made a part hereof, as the "Responsible Officer in Lead Agency"; to issue this "Negative Declaration" on behalf of this Board in satisfaction of SEQR and its implementing regulations; and to immediately transmit same to the Commissioner of Planning to be filed, published and made available pursuant to the requirements of Part 617 of 6 NYCRR; and be it further

RESOLVED, that the Resolution shall take effect immediately.

Short Environmental Assessment Form

Part 1 - Project Information

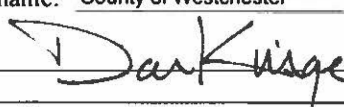
Instructions for Completing

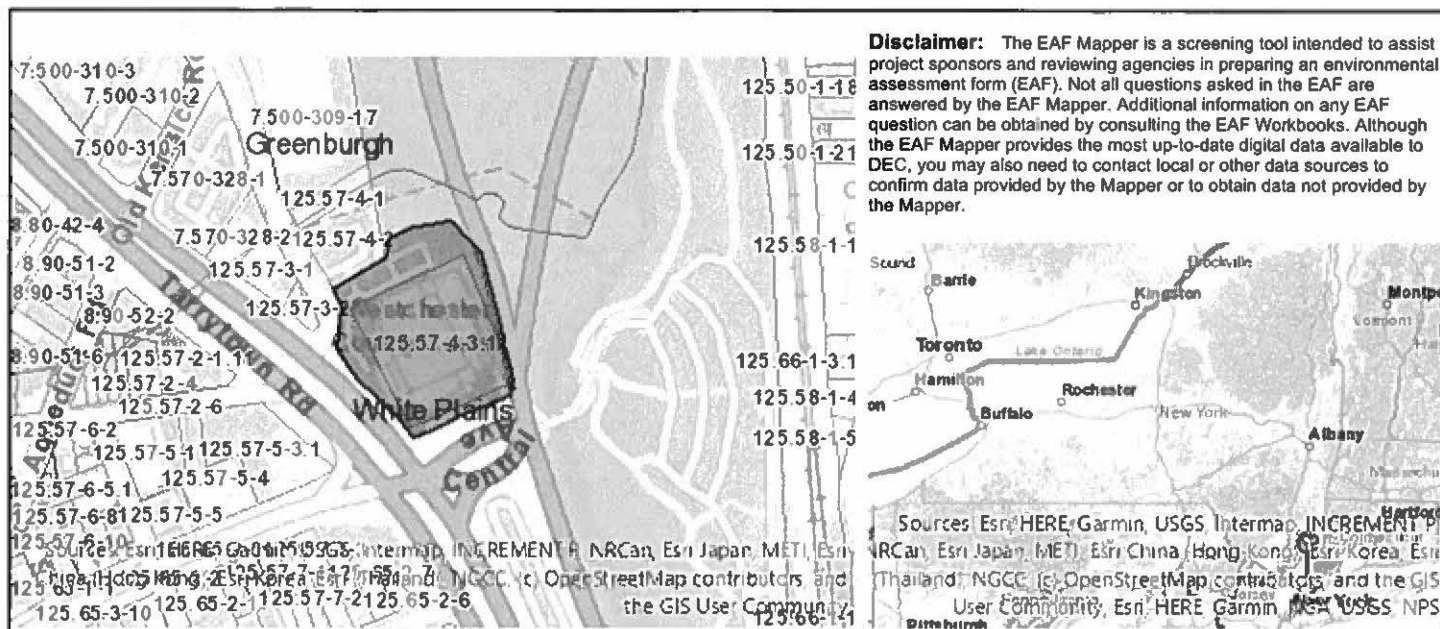
Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available.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

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

Part 1 – Project and Sponsor Information			
Name of Action or Project: County Center Facility Improvements (RCC17)			
Project Location (describe, and attach a location map): 198 Central Avenue, White Plains, Westchester County, New York			
Brief Description of Proposed Action: Westchester County Center is a County-owned multi-purpose arena, which includes an exhibit hall, as well as meeting rooms, office space, studios and other associated infrastructure required to support an entertainment venue. The proposed project will replace and relocate the existing generator and service equipment from the County Center roof to two (2) proposed concrete pads totaling 2,200 sq. ft. to be located in the existing rear paved parking lot. The project also includes drainage improvements that involves rehabilitation and replacement of existing area drains on the ground and first floors, and the roof. Further actions are associated with flood mitigation. Improvements will retrofit the main ground floor entrance and the entrance located on the northeast end of the building to incorporate flood barriers and related appurtenances. Approximately 400 linear feet of existing guide rail located on the east side of the County Center will be replaced with a concrete median barrier and a vehicular flood gate will be installed on the Southern walkway leading to the main ground floor entrance.			
Name of Applicant or Sponsor: County of Westchester		Telephone: 914-995-4400 E-Mail: dsk2@westchestercountyny.gov	
Address: 148 Martine Avenue			
City/PO: White Plains		State: NY	Zip Code: 10601
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.		NO ☒	YES ☐
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:		NO ☒	YES ☐
3. a. Total acreage of the site of the proposed action?		2.63 acres	
b. Total acreage to be physically disturbed?		0.28 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		+/- 800 acres	
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. ☒ Urban ☐ Rural (non-agriculture) ☐ Industrial ☒ Commercial ☐ Residential (suburban) ☐ Forest ☐ Agriculture ☒ Aquatic ☐ Other(Specify): ☒ Parkland			

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	☐	☒	☐
b. Consistent with the adopted comprehensive plan?	☐	☒	☐
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO ☐	YES ☒	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? Reason: Protect water & natural area, Reason: Exceptional or unique character, Agency: Greenburgh, Town of, If Yes, identify: Agency: Westchester County, Date: 1-30-79, Date: 1-31-90	NO ☐	YES ☒	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO ☒	YES ☐	
b. Are public transportation services available at or near the site of the proposed action?	☐	☒	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	☐	☒	
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: <u>Not applicable</u>	NO ☐	YES ☐	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ Existing use/no change associated with this project.	NO ☐	YES ☒	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ Existing use/no change associated with this project.	NO ☐	YES ☒	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? Westchester County Center is part of the Bronx River Parkway Reservation which is on the National Register of Historic Places	NO ☐	YES ☒	
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?	☐	☒	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO ☐	YES ☒	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	☒	☐	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____			

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: ☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional ☐ Wetland ☒ Urban ☐ Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered? Peregrine Falcon	NO	YES
	☐	☒
16. Is the project site located in the 100-year flood plan?	NO	YES
	☐	☒
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe:	NO	YES
	☒	☐
	☐	☐
	☐	☐
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	NO	YES
	☒	☐
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	NO	YES
	☒	☐
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:	NO	YES
	☐	☒
This site has not been subject to hazardous waste remediation. The nearest remediation parcel is 1 Water Street, which is located southeast over 1,500 feet away.		
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor/name: <u>County of Westchester</u> Date: <u>September 19, 2025</u>		
Signature: <u></u> Title: <u>Assistant Commissioner of Planning</u>		



Part 1 / Question 7 [Critical Environmental Area]	Yes
Part 1 / Question 7 [Critical Environmental Area - Identify]	, Reason:Protect water & natural area, Reason:Exceptional or unique character, Agency:Greenburgh, Town of, Agency:Westchester County, Date:1-30-79, Date:1-31-90
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	Yes
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	Yes
Part 1 / Question 15 [Threatened or Endangered Animal - Name]	Peregrine Falcon
Part 1 / Question 16 [100 Year Flood Plain]	Yes
Part 1 / Question 20 [Remediation Site]	Yes

Short Environmental Assessment Form

Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	☒	☐
2. Will the proposed action result in a change in the use or intensity of use of land?	☒	☐
3. Will the proposed action impair the character or quality of the existing community?	☒	☐
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	☒	☐
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	☒	☐
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	☒	☐
7. Will the proposed action impact existing: a. public / private water supplies?	☒	☐
b. public / private wastewater treatment utilities?	☒	☐
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	☒	☐
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	☒	☐
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	☒	☐
11. Will the proposed action create a hazard to environmental resources or human health?	☒	☐

Short Environmental Assessment Form

Part 3 Determination of Significance

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

The project will not have significant adverse impact as it involves replacement and rehabilitation work within previously developed/disturbed areas of an existing county facility.

Concrete pads will be located in the parking area to rear of the building, much of which will be on existing pavement. Approximately up to four trees may need to be removed for access and construction for the proposed relocation of the generators and associated equipment. The trees to be removed consist of three native red oaks and one invasive Norway maple. However, the three native species will be replaced on a three to one basis to be located on site where possible. If additional trees cannot be accommodated on the project site, replacement trees will be planted elsewhere within the Bronx River reservation. Exterior flood mitigation and drainage infrastructure activities will occur on previously disturbed areas.

The site is located within the Bronx River Parkway Reservation, which is on the National Register of Historic Places. The County Center is a contributing component associated with the designation of the Bronx River Parkway Reservation on the National Register. The project involves replacement and/or relocation of non historic elements. The proposed median barrier will be sympathetic to the adjacent existing historic structures which are on the national register. As such, the project will not have adverse impact on the site's historic character.

As County parkland, the County Center is also designated a Critical Environmental Area. All County park lands were designated Critical Environmental Areas as they possess recreational, educational, social, cultural and ecological values for residents and visitors. Proposed work shall preserve those functions and provide resiliency as needed.

- ☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
- ☒ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

County of Westchester

Name of Lead Agency

Malika Vanderburg

Print or Type Name of Responsible Officer in Lead Agency

Signature of Responsible Officer in Lead Agency

Date

Clerk to the Board of Legislators

Title of Responsible Officer

Signature of Preparer (if different from Responsible Officer)

PRINT FORM

ACT NO. -20_____

BOND ACT OF THE COUNTY OF WESTCHESTER, NEW YORK, AMENDING THE BOND ACT ADOPTED DECEMBER 11, 2023, IN RELATION TO THE REPLACEMENT OF THE COUNTY CENTER ROOF AND ASSOCIATED BUILDING RENOVATIONS, AT THE MAXIMUM ESTIMATED COST OF \$25,050,000. (Adopted _____, 20_____).

WHEREAS, this Board has heretofore duly authorized the issuance of bonds in the principal amount of \$10,050,000 to finance the planning, construction and construction management associated with the replacement of the roof and other associated building renovations of the County Center Building, pursuant to Bond Act No. 249-2023 duly adopted on December 11, 2023; and

WHEREAS, it has now been determined that it is in the best interests of the County to amend Bond Act No. 249-2023 by increasing the scope of work to include the replacement of the existing generator and switch gear electrical systems, as well as flood mitigation, drainage, and other related improvements at the Westchester County Center and increasing the principal amount of bonds authorized;

NOW, THEREFORE;

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

Section (A). The bond act duly adopted by this Board on December 11, 2023, entitled:

“ACT NO. 249-2023

BOND AUTHORIZING THE ISSUANCE OF \$10,050,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE REPLACEMENT OF THE COUNTY CENTER ROOF AND ASSOCIATED BUILDING RENOVATIONS; STATING THE ESTIMATED TOTAL COST THEREOF IS \$10,050,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$10,050,000 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 \$25,050,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF INFRASTRUCTURE IMPROVEMENTS AT THE WESTCHESTER COUNTY CENTER, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$25,050,000, STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$25,050,000 BONDS HEREIN AUTHORIZED, AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS (Adopted , 20____)

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

Section 1. Pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the "Law"), the Westchester County Administrative Code, being Chapter 852 of the Laws of 1948, as amended, and the provisions of other laws applicable thereto, Bonds of the County in the respective amounts as set forth in column A of the schedule below, or so much thereof as may be necessary, are hereby authorized to be issued to finance the cost of the respective purposes as set forth in column B of the schedule below, 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 \$25,050,000. The plan of financing includes the issuance of \$25,050,000 bonds herein authorized and any bond anticipation notes issued in anticipation of the sale of such bonds and the levy of a tax to pay the principal of and interest on said bonds and notes.

A	B
\$14,514,000	The planning, construction and construction management associated with the replacement of the roof other associated building renovations and flood mitigation, drainage, and related improvements other related improvements the County Center Building
\$10,536,000	the replacement of the existing generator and switch gear electrical systems

Section 2. The periods of probable usefulness ("PPU") of the objects or purposes for which said \$25,050,000 bonds authorized by this Act are to be issued, within the limitations of the respective subdivisions of Section 11.00 .a of the Law, are as follows:

Amount	Subdivision	PPU
\$14,514,000	1	fifteen (15) years
\$10,536,000	13	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 \$25,050,000. This Act is a declaration of official intent adopted pursuant to the requirements of Treasury Regulation Section 1.150-2.

Section 4. The estimate of \$25,050,000 as the estimated total cost of the aforesaid objects or purposes is hereby approved.

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

Section 6. Each of the bonds authorized by this Act and any bond anticipation notes issued in anticipation of the sale thereof shall contain the recital of validity prescribed by §52.00 of said Local Finance Law and said bonds and any notes issued in anticipation of said

bonds shall be general obligations of the County of Westchester, payable as to both principal and interest by general tax upon all the taxable real property within the County. The faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and any notes issued in anticipation of the sale of said bonds or the renewals of said notes, and provision shall be made annually in the budgets of the County by appropriation for (a) the amortization and redemption of the notes and bonds to mature in such year and (b) the payment of interest to be due and payable in such year.

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

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

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

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

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

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

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

* * *

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

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

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

(SEAL)

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

LEGAL NOTICE

A Bond Act, a summary of which is published herewith, has been adopted by the Board of Legislators on December 11, 2023 and amended on _____, 20____ and approved, as amended, by the County Executive on _____, 20____ and the validity of the obligations authorized by such Bond Act may be hereafter contested only if such obligations were authorized for an object or purpose for which the County of Westchester, in the State of New York, is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this Notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the publication of this Notice, or such obligations were authorized in violation of the provisions of the Constitution.

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

ACT NO. _____-20_____

BOND ACT AUTHORIZING THE ISSUANCE OF \$25,050,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF INFRASTRUCTURE IMPROVEMENTS AT THE WESTCHESTER COUNTY CENTER, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$25,050,000, STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$25,050,000 BONDS HEREIN AUTHORIZED, AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS (Adopted _____, 20____)

object or purpose: to finance the cost of the planning, construction and construction management associated with the replacement of the roof other associated building renovations and flood mitigation, drainage, and related improvements other related improvements the County Center Building at the estimated maximum cost of \$10,050,000, and the replacement of the existing generator and switch gear electrical systems at the estimated maximum cost of \$4,950,000, all as set forth in the County's Current Year Capital Budget, as amended.

amount of obligations to be issued:

and period of probable usefulness:

\$14,514,000; fifteen (15) years

\$10,536,000; 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:* RCC17	☐ CBA	Fact Sheet Date:* 08-06-2025
Fact Sheet Year:* 2025	Project Title:* COUNTY CENTER FACILITY IMPROVEMENTS	Legislative District ID: 5,
Category* RECREATION FACILITIES	Department:* PARKS, RECREATION & CONSERVATION	CP Unique ID: 3020

Overall Project Description

This project will reimagine the entire County Center facility and its adjacent property. The current condition of County Center will be analyzed to determine the requirements to restore the facility and the necessary modifications to move it into the future. Facility improvements will include all facets of the building interior and exterior; infrastructure and utilities, vehicular and pedestrian circulation, parking, landscaping and associated site work.

- | | | |
|---|---|--|
| ☒ Best Management Practices | ☒ Energy Efficiencies | ☒ Infrastructure |
| ☒ Life Safety | ☐ Project Labor Agreement | ☐ Revenue |
| ☐ Security | ☐ Other | |

FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2025	2026	2027	2028	2029	Under Review
Gross	71,100	29,350	0	5,000	7,000	7,000	7,000	15,750
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	71,100	29,350	0	5,000	7,000	7,000	7,000	15,750

Expended/Obligated Amount (in thousands) as of : 1,314

Current Bond Description: This project will fund the construction and construction management for the replacement of the existing generator and switch gear electrical systems, as well as flood mitigation, drainage, and other related improvements at the Westchester County Center.

Financing Plan for Current Request:

Non-County Shares:	\$ 0
Bonds/Notes:	15,000,000
Cash:	0
Total:	\$ 15,000,000

SEQR Classification:

UNLISTED

Amount Requested:

15,000,000

Expected Design Work Provider:

- | | | |
|--|--|---|
| ☒ County Staff | ☒ Consultant | ☐ Not Applicable |
|--|--|---|

Comments:

Energy Efficiencies:

THE GENERATOR SYSTEM WILL BE RIGHT-SIZED TO MATCH THE FACILITY'S CRITICAL LOAD DEMANDS, AVOIDING THE INEFFICIENCIES ASSOCIATED WITH OVERSIZING AND MINIMIZING FUEL CONSUMPTION DURING OPERATION.

Appropriation History:

Year	Amount	Description
2022	4,000,000	STUDY AND DESIGN
2023	350,000	CONSTRUCTION AND CONSTRUCTION MANAGEMENT THEATRICAL STAGE LIGHTING SYSTEM.
2024	25,000,000	FUNDS PHASE 1 CONSTRUCTION

Total Appropriation History:

29,350,000

Financing History:

Year	Bond Act #	Amount	Issued	Description
21	219	151,803	151,803	COUNTY CENTER FACILITY IMPROVEMENTS
23	128	350,000	133,260	COUNTY CENTER FACILITY IMPROVEMENTS
23	248	0	0	COUNTY CENTER FACILITY IMPROVEMENTS
23	249	10,050,000	0	COUNTY CENTER FACILITY IMPROVEMENTS
24	224	3,798,198	270,378	

Total Financing History:

14,349,999

Recommended By:**Department of Planning**

MLLL

Date

08-14-2025

Department of Public Works

RJB4

Date

08-14-2025

Budget Department

DEV9

Date

08-15-2025

Requesting Department

RCL3

Date

08-15-2025

COUNTY CENTER FACILITY IMPROVEMENTS (RCC17)

User Department : Parks, Recreation & Conservation

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

Estimated Completion Date: TBD

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

FIVE YEAR CAPITAL PROGRAM (in thousands)

	Est Ult Cost	Appropriated	Exp / Obl	2025	2026	2027	2028	2029	Under Review
Gross	71,100	29,350	1,314		5,000	7,000	7,000	7,000	15,750
Non County Share									
Total	71,100	29,350	1,314		5,000	7,000	7,000	7,000	15,750

Project Description

This project will reimagine the entire County Center facility and its adjacent property. The current condition of County Center will be analyzed to determine the requirements to restore the facility and the necessary modifications to move it into the future. Facility improvements will include all facets of the building interior and exterior; infrastructure and utilities, vehicular and pedestrian circulation, parking, landscaping and associated site work.

Current Year Description

There is no current year request.

Impact on Operating Budget

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

Appropriation History

Year	Amount	Description	Status
2022	4,000,000	Study and design	DESIGN
2023	350,000	Construction and construction management theatrical stage lighting system.	IN PROGRESS
2024	25,000,000	Funds Phase 1 construction	\$10,050,000 - Roof Replacement - Add'l Design & Construction DESIGN \$9,050,000 - Flood Mitigation & Generator - Awaiting Bond Authorization
Total	29,350,000		

Prior Appropriations

	Appropriated	Collected	Uncollected
Bond Proceeds	29,350,000	151,803	29,198,198
Total	29,350,000	151,803	29,198,198

COUNTY CENTER FACILITY IMPROVEMENTS (RCC17)

Bonds Authorized

Bond Act		Amount	Date Sold	Amount Sold	Balance
219	21	151,803	11/30/23	138,191	
			11/30/23	13,612	
128	23	350,000			350,000
248	23				
249	23	10,050,000			10,050,000
224	24	3,950,000			3,950,000
Total		14,501,803		151,803	14,350,000



Kenneth W. Jenkins
County Executive

Department of Law

John M. Nonna
County Attorney

To: Sunday Vanderberg
Clerk and Chief Administrative Officer
Board of Legislators

From: Maximilian C. Zorn *mcz*
Assistant County Attorney

Re: An Act authorizing the County of Westchester to enter into an agreement with Charles Luke Brussel to serve as both independent consultant and special counsel to the Westchester County Board of Ethics, commencing upon execution and continuing for three (3) years thereafter, in an amount not to exceed \$90,000.00.

Date: September 29, 2025

Enclosed please find the following documents related to the referenced legislation:

- 1) One (1) original Transmittal Letter to the BOL from the County Attorney
One (1) original Fiscal Impact Statement
One (1) backup legislation (Committee Report, etc.); and
- 2) Two (2) copies including Fiscal Impact Statement and backup legislation.

Please contact me if you have any questions (5-3380). Otherwise, it is my understanding that the package should be placed on the Board's agenda for the next scheduled BOL meeting.

Thank you for your attention to this matter.

MCZ/mcz
Enclosures





Kenneth W. Jenkins
County Executive

Department of Law

John M. Nonna
County Attorney

September 26, 2025

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

Dear Honorable Members of the Board of Legislators:

Transmitted herewith is an Act which, if adopted by your Honorable Board, would authorize the County of Westchester (the "County") to enter into an agreement ("Agreement") with Charles Luke Brussel ("Mr. Brussel"), pursuant to which Mr. Brussel will serve as both independent consultant and special counsel to the Westchester County Board of Ethics (the "BOE"), in an "of Counsel" capacity to the Westchester County Attorney ("County Attorney"). The term of the Agreement will commence upon execution and continue for three (3) years thereafter, in an amount not to exceed \$90,000.00.

Pursuant to Chapter 883 of the Laws of Westchester County, the BOE is required to, *inter alia*, hire an "independent consultant" to (1) review all annual financial disclosure statements to consider whether County officers and employees are in compliance with the Code, or have any financial involvement or outside employment in a business or organization that may impair their ability to fairly and impartially perform their duties as County officers or employees; (2) create a draft intra-agency report for the BOE regarding any potential non-compliance or conflicts of interest; and (3) create a draft master list of County vendors, contractors, and consultants (the "Services").

The independent consultant will also serve as special counsel to the BOE, who, in functioning in an "of Counsel" capacity to the County Attorney, will be required to provide the following additional services: conduct ethics training sessions as required by Chapter 883; develop and assist the BOE's Secretary in posting information and materials to the BOE's webpage; attend meetings of the BOE and provide ethics advice and guidance to the BOE and to County officers and employees, as requested; draft advisory opinions for the BOE and the Office of the County Attorney; develop due process procedures for investigations conducted by the BOE; assist the BOE in conducting investigations and administrative hearings; assist the Chair of the BOE at the conclusion of investigations conducted by the BOE, with drafting findings of fact and conclusions of law for consideration and adoption by the BOE; advise on records access for the BOE and serve as records access officer for the BOE; and perform related services as required (the "Additional Services").

As your Honorable Board may recall, from August 1, 2014 through July 31, 2025, Steven G. Leventhal served as both independent consultant and special counsel to the BOE.

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

Telephone: (914)995-2660

The BOE, pursuant to Chapter 883 of the Laws of Westchester County, has now selected Mr. Brussel to perform independent consultant services and assume the role of special counsel to the BOE, serving in an "of Counsel" capacity to the County Attorney.

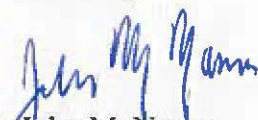
Mr. Brussel has extensive experience leading legal, ethics, compliance, and risk management programs and investigations for diverse global organizations, facing a wide range of risks. Mr. Brussel has served as Global Head of Anti-Corruption and Government Compliance with General Electric, as Chief Ethics & Compliance Officer and Corporate Counsel for Thomson/Cengage Learning, and as lead counsel for the Gale Group, the global online leader in digital research and reference solutions. Mr. Brussel has also served as Vice President in Compliance for First Data (now Fiserv), a leading FinTech company, as Compliance Counsel for the Bank of Norway, and as Interim EMEA Compliance Counsel for Marriott International. Mr. Brussel has also taught internal investigations and governmental and private sector organizational ethics, risk, and crisis management at Fordham Law School for nearly a decade.

In light of Mr. Brussel's expertise and experience in the field of government ethics, including numerous lectures, speaking engagements, and publications on the topic, authority is requested to enter into an agreement with Mr. Brussel. Pursuant to this Agreement, Mr. Brussel will serve as both independent consultant and special counsel to the BOE, in an "of Counsel" capacity to the County Attorney, for the period commencing retroactively on August 1, 2025 and continuing through July 31, 2028, at a cost not to exceed \$90,000.00, payable at the rate of \$295.00 per hour plus reasonable and necessary out-of-pocket expenses (including but not limited to mailing costs, copying and tolls, but excluding mileage, lodging and meals).

It should be noted that the Agreement is exempt from the Westchester County Procurement Policy & Procedures, pursuant to Section 3(a)(x) thereof, which exempts from procurement contracts "for the services of lawyers."

Accordingly, I most respectfully recommend your Honorable Board's approval of the attached Act.

Sincerely,



John M. Nonna
County Attorney

JMN/MCZ/mcz

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

Your Committee is in receipt of a communication from the County Attorney recommending the enactment of an Act which, if adopted by this Honorable Board, would authorize the County of Westchester (the "County") to enter into an agreement ("Agreement") with Charles Luke Brussel ("Mr. Brussel"), pursuant to which the Mr. Brussel will serve as both independent consultant and special counsel to the Westchester County Board of Ethics (the "BOE"), in an "of Counsel" capacity to the Westchester County Attorney ("County Attorney"). The term of the Agreement will commence upon execution and continue for three (3) years thereafter, in an amount not-to-exceed \$90,000.00.

Your Committee is advised that pursuant to Chapter 883 of the Laws of Westchester County, the BOE is required to, *inter alia*, hire an "independent consultant" to (1) review all annual financial disclosure statements to consider whether County officers and employees are in compliance with the Code, or have any financial involvement or outside employment in a business or organization that may impair their ability to fairly and impartially perform their duties as County officers or employees; (2) create a draft intra-agency report for the BOE regarding any potential non-compliance or conflicts of interest; and (3) create a draft master list of County vendors, contractors, and consultants (the "Services").

Your Committee is further advised that the independent consultant will also serve as special counsel to the BOE, who, in functioning in an "of Counsel" capacity to the County Attorney, will be required to provide the following additional services: conduct ethics training sessions as required by Chapter 883; develop and assist the BOE's Secretary in posting information and materials to the BOE's webpage; attend meetings of the BOE and provide ethics advice and guidance to the BOE and to County officers and employees, as requested; draft advisory opinions for the BOE and the Office of the County Attorney; develop due process procedures for investigations conducted by the BOE; assist the BOE in conducting investigations and administrative hearings; assist the Chair of the BOE at the conclusion of investigations conducted by the BOE, with drafting findings of fact and conclusions of law for consideration and adoption by the BOE; advise on records access for the BOE and serve as records access officer for the BOE; and perform related services as required (the "Additional Services").

As your Honorable Board may recall, from August 1, 2014 through July 31, 2025, Steven G. Leventhal served as both independent consultant and special counsel to the BOE.

The BOE, pursuant to Chapter 883 of the Laws of Westchester County has now selected Mr. Brussel to perform independent consultant services and assume the role of special counsel to the BOE, serving in an “of Counsel” capacity to the County Attorney.

Mr. Brussel has extensive experience leading legal, ethics, compliance, and risk management programs and investigations for diverse global organizations, facing a wide range of risks. Mr. Brussel has served as Global Head of Anti-Corruption and Government Compliance with General Electric, as Chief Ethics & Compliance Officer and Corporate Counsel for Thomson/Cengage Learning, and as lead counsel for the Gale Group, the global online leader in digital research and reference solutions. Mr. Brussel has also served as Vice President in Compliance for First Data (now Fiserv), a leading FinTech company, as Compliance Counsel for the Bank of Norway, and as Interim EMEA Compliance Counsel for Marriott International. Mr. Brussel has also taught internal investigations and governmental and private sector organizational ethics, risk, and crisis management at Fordham Law School for nearly a decade.

Your Committee is advised that in light of Mr. Brussel’s expertise and experience in the field of government ethics, including numerous lectures, speaking engagements, and publications on the topic, authority is requested to enter into an agreement with Mr. Brussel. Pursuant to this Agreement, Mr. Brussel will serve as both independent consultant and special counsel to the BOE, in an “of Counsel” capacity to the County Attorney, for the period commencing retroactively on August 1, 2025 and continuing through July 31, 2028, at a cost not to exceed \$90,000.00, payable at the rate of \$295.00 per hour plus reasonable and necessary out-of-pocket expenses (including but not limited to mailing costs, copying and tolls, but excluding mileage, lodging and meals).

It should be noted that the Agreement is exempt from the Westchester County Procurement Policy & Procedures, pursuant to Section 3(a)(x) thereof, which exempts from procurement contracts “for the services of lawyers.”

The Department of Planning has advised that, based on its review, the proposed agreement does not meet the definition of an action under New York State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617 (“SEQRA”). Please refer to the

memorandum from the Department of Planning dated January 14, 2025, which is on file with the Clerk of your Honorable Board.

Please note that an affirmative vote of a majority of the voting strength of your Honorable Board is required for approval of the attached Act.

Accordingly, your Committee concurs with the County Attorney's recommendation and requests approval of the attached Act.

Dated: _____, 2025
White Plains, New York

AN ACT authorizing the County of Westchester to enter into an agreement with Charles Luke Brussel to serve as both independent consultant and special counsel to the Westchester County Board of Ethics, commencing upon execution and continuing for three (3) years thereafter, in an amount not-to-exceed \$90,000.00.

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 agreement (the "Agreement") with Charles Luke Brussel ("Mr. Brussel"), pursuant to which Mr. Brussel will serve as both independent consultant and special counsel to the Westchester County Board of Ethics ("BOE"), in an "of Counsel" capacity to the County Attorney, for a term commencing upon execution and continuing for three (3) years thereafter.

§2. In his capacity as independent consultant, Mr. Brussel shall (1) review all annual financial disclosure statements to consider whether County officers and employees are in compliance with the Westchester County Code of Ethics, or have any financial involvement or outside employment in a business or organization that may impair their ability to fairly and impartially perform their duties as County officers or employees; (2) create a draft intra-agency report for the BOE regarding any potential non-compliance or conflicts of interest; and (3) create a draft master list of County vendors, contractors, and consultants.

§3. In his capacity as special counsel, Mr. Brussel will perform the following additional services: conduct ethics training sessions as required by Chapter 883; develop and assist the BOE's Secretary in posting information and materials to the BOE's webpage; attend meetings of the BOE and provide ethics advice and guidance to the BOE and to County officers and employees, as requested; draft advisory opinions for the BOE and the Office of the County Attorney; develop due process procedures for investigations conducted by the BOE; assist the BOE in conducting investigations and administrative hearings; assist the Chair of the BOE at the conclusion of investigations conducted by the BOE, with drafting findings of fact

and conclusions of law for consideration and adoption by the BOE; advise on records access for the BOE and serve as records access officer for the BOE; and perform related services as required.

§4. In consideration for the aforesaid services to be rendered by Mr. Brussel to the County under the Agreement, the County shall be authorized to pay Mr. Brussel at the hourly rate of \$295.00, plus reasonable and necessary out-of-pocket expenses (including but not limited to mailing costs, copying and tolls, but excluding mileage, lodging and meals), in an amount not to exceed the aggregate sum of \$90,000.00, payable monthly.

§5. The County Attorney or his authorized designee, be and hereby is authorized to execute all instruments and to take all actions reasonably necessary to carry out the purposes of this Act.

§6. This Act shall take effect immediately.

FISCAL IMPACT STATEMENT

SUBJECT: CL Brussel-County Board of Ethics

☐ NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

☒ GENERAL FUND

☐ AIRPORT FUND

☐ SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense NTE \$90,000.00

Total Current Year Revenue \$

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

☐ Additional Appropriations ☐ Other (explain)

Identify Accounts: 101_18_1000_4923

Potential Related Operating Budget Expenses: Annual Amount N/A

Describe: An Act authorizing the County to enter into an agreement with Charles Luke Brussel to serve as both independent consultant and special counsel to the Westchester County Board of Ethics, commencing upon execution and continuing for 3 years thereafter for a NTE amount of \$90,000.00

Potential Related Operating Budget Revenues: Annual Amount N/A

Describe: _____

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

Current Year: N/A

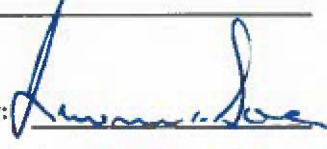
Next Four Years: N/A

Prepared by: Patricia Haggerty

Title: Sr. Budget Analyst

Department: Budget

Date: September 29, 2025

Reviewed By: 

04

Budget Director

Date: 9/29/25



Kenneth W. Jenkins
County Executive

Office of the County Attorney

John M. Nonna
County Attorney

September 30, 2025

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

Re: An Act authorizing the County of Westchester to settle the claims against manufacturer Sandoz Inc. in an adversary proceeding filed in the Supreme Court of the State of New York, Westchester County, titled *The County of Westchester v. Purdue Pharma, et al.*, Index No. 51606/2018, transferred to the coordinated proceeding before Judge Garguilo in the Supreme Court of the State of New York, Suffolk County and then transferred to the Supreme Court of the State of New York, Westchester County (the "Instant Proceeding") arising out of the alleged abuse and misuse of opioids.

Dear Honorable Members of the Board:

Attached for your review is proposed legislation that, if enacted, would authorize the County of Westchester to enter a settlement and general release agreement fully resolving the claims against manufacturer Sandoz Inc. in an adversary proceeding filed in the Supreme Court of the State of New York, Westchester County, titled *The County of Westchester v. Purdue Pharma, et al.*, Index No. 51606/2018, transferred to the coordinated proceeding before Judge Garguilo in the Supreme Court of the State of New York, Suffolk County and then transferred to the Supreme Court of the State of New York, Westchester County (the "Instant Proceeding") arising out of the alleged abuse and misuse of opioids.

The Instant Proceeding

On February 6, 2018, the County commenced an action against opioid manufacturers, distributors and dispensers in the Supreme Court of the State of New York, County of Westchester. The Complaint asserted several causes of action, such as deceptive marketing, false advertising, public nuisance, misrepresentation, fraud, negligence, and unjust enrichment

and conspiracy, alleging that each of the Defendants contributed to the opioid epidemic that Westchester County has been battling and will continue to battle for the foreseeable future. The causes of action against the various Defendants are based on claims that they contributed to the opioid epidemic by violating state and federal statutes related to the manufacturing, distribution and sale of opioids, all of which contributed to a public health crisis. Since the litigation's inception in 2018, many of the County's claims against the Defendants have been resolved through settlement.

Terms of the Proposed Settlement

Sandoz has offered to settle the County's claims against it related to opioid use and misuse. Pursuant to the Settlement Agreement, if the County participates in the settlement, the County will be paid a lump-sum payment of approximately \$1,600,000. As in previous settlements, all attorneys fees and costs will be paid out of a separate fund. All of the settlement funds must be used for "Opioid Remediation" (towards care, treatment, programs and expenditures to remediate past, present and future harms arising out of the misuse and abuse of opioid products). In order to become a party to the Settlement Agreement, Westchester County must do the following:

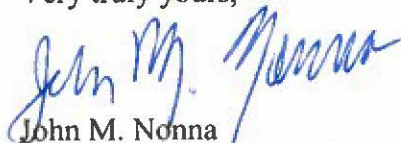
1. Sign the Sandoz Settlement Agreement (Exhibit "A" hereto);

Recommendation of Westchester County Attorney's Office

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

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

Very truly yours,


John M. Nonna
County Attorney

JMN/LZ
Enc.

BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER

Your Committee is in receipt of a proposed Act which, if enacted by your Board, would authorize the County of Westchester ("County") to enter a settlement and general release agreement fully resolving the claims of the County against manufacturer Sandoz Inc. in an adversary proceeding filed in the Supreme Court of the State of New York, Westchester County, titled *The County of Westchester v. Purdue Pharma, et al.*, Index No. 51606/2018, transferred to the coordinated proceeding before Judge Garguilo in the Supreme Court of the State of New York, Suffolk County and then transferred to the Supreme Court of the State of New York, Westchester County (the "Instant Proceeding") arising out of the alleged abuse and misuse of opioids.

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

Sandoz has offered to settle the County's claims against it related to opioid use and misuse. Pursuant to the Settlement Agreement, if the County participates in the settlement, the County will be paid a lump-sum payment of approximately \$1,600,000. As in previous settlements, all attorneys fees and costs will be paid out of a separate fund. All of the settlement funds must be used for "Opioid Remediation" (towards care, treatment, programs and expenditures to remediate past, present and future harms arising out of the misuse and abuse of opioid products). In order to become a party to the Settlement Agreement, Westchester County must do the following:

1. Sign the Sandoz Settlement Agreement (Exhibit "A" hereto);

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

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

Dated: White Plains, New York
September 30, 2025

COMMITTEE ON

FISCAL IMPACT STATEMENT

SUBJECT: Sandoz Opioid Lawsuit

☐ NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

☒ GENERAL FUND

☐ AIRPORT FUND

☐ SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense \$ -

Total Current Year Revenue \$ 1,600,000

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

☐ Additional Appropriations

☐ Other (explain)

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

Potential Related Operating Budget Expenses: Annual Amount TBD

Describe: Pursuant to the Settlement Agreement, if the County participates in the settlement, the County will be paid a lump-sum payment of approximately \$1,600,000.

Potential Related Operating Budget Revenues: Annual Amount

Describe:

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

Current Year:

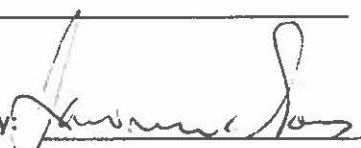
Next Four Years:

Prepared by: Christina Rampata

Title: Deputy Budget Director

Department: Budget

Date: September 30, 2025

Reviewed By: 

Budget Director

Date: 9/30/25

ACT NO. 2025

AN ACT authorizing the County of Westchester to settle the claims against manufacturer Sandoz Inc. in an adversary proceeding filed in the Supreme Court of the State of New York, Westchester County, titled *The County of Westchester v. Purdue Pharma, et al.*, Index No. 51606/2018, transferred to the coordinated proceeding before Judge Garguilo in the Supreme Court of the State of New York, Suffolk County and then transferred to the Supreme Court of the State of New York, Westchester County (the "Instant Proceeding") arising out of the alleged abuse and misuse of opioids.

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

1. The County of Westchester is hereby authorized to settle its claims against manufacturer Sandoz Inc. in an adversary proceeding filed in the Supreme Court of the State of New York, Westchester County, titled *The County of Westchester v. Purdue Pharma, et al.*, Index No. 51606/2018, transferred to the coordinated proceeding before Judge Garguilo in the Supreme Court of the State of New York, Suffolk County and then transferred to the Supreme Court of the State of New York, Westchester County (the "Instant Proceeding") arising out of the alleged abuse and misuse of opioids.
2. The County Attorney or his designee is hereby authorized to execute and deliver all documents and take such actions as the County Attorney deems necessary or desirable to accomplish the purpose hereof.
3. This Act shall take effect immediately.

EXHIBIT

A

SANDOZ SETTLEMENT AGREEMENT

This Sandoz Settlement Agreement dated as of August 31, 2023 ("*Agreement*") sets forth the terms of settlement between and among Participating Subdivisions and Participating Tribes, and Sandoz (in each case as defined below), to take effect as of the Effective Date (as defined below).

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Whereas, Participating Subdivisions and Participating Tribes by and through the Participating Subdivision Designees and Participating Tribe Designees (as defined below), and Sandoz, share a common desire to resolve disputes between Participating Subdivisions and Participating Tribes, and Sandoz, relating to opioid medications according to the terms set out in this Agreement;

Whereas, the Parties agree and understand that upon satisfaction of the conditions set forth herein, this Agreement will be binding on the Participating Subdivisions and Participating Tribes;

Whereas, the Parties to this Agreement now desire to avoid further expense and proceedings and to settle their disputes under the terms and conditions of this Agreement as set forth below;

NOW, THEREFORE, IT IS HEREBY AGREED by and between the Parties as follows:

I. Definitions

Unless otherwise specified, the following definitions apply:

1. *"Agreement"* means this Agreement between Participating Subdivisions and Participating Tribes and Sandoz, inclusive of all exhibits.
2. *"Alleged Harms"* means the alleged past, present, and future financial, societal, and related harms and expenditures arising out of the alleged misuse and abuse of opioid products, including those expenditures that have allegedly arisen as a result of the physical and bodily injuries sustained by individuals suffering from opioid-related addiction, abuse, death, and other related diseases and disorders, and that have allegedly been caused by Sandoz.
3. *"Claim"* means any past, present or future cause of action, claim for relief, cross-claim or counterclaim, theory of liability, demand, derivative claim, request, assessment, charge, covenant, damage, debt, lien, loss, penalty, judgment, right, obligation, dispute, suit, contract, controversy, agreement, parens patriae claim (but only with respect to each Participating Subdivision or Participating Tribe), promise, performance, warranty, omission, or grievance of any nature whatsoever, whether legal, equitable, statutory, regulatory or administrative, whether arising under federal, state or local common law, statute, regulation, guidance, ordinance or principles of equity, whether filed or unfiled, whether asserted or unasserted, whether known or unknown, whether accrued or unaccrued, whether foreseen, unforeseen or unforeseeable, whether discovered or undiscovered, whether suspected or unsuspected, whether fixed or contingent, and whether existing or hereafter arising, in all such cases, including but not limited to any request for declaratory, injunctive, or equitable relief, compensatory, punitive, or statutory damages, absolute liability, strict liability, restitution, abatement, subrogation, contribution, indemnity, apportionment,

disgorgement, reimbursement, attorney fees, expert fees, consultant fees, fines, penalties, expenses, costs or any other legal, equitable, civil, administrative, or regulatory remedy whatsoever. Claim does not include any individuals' personal injury or wrongful death cause of action.

4. "*Claim-Over*" means a Claim asserted by a Non-Released Entity against a Released Entity on the basis of contribution, indemnity, or other claim-over on any theory relating to a Non-Party Covered Conduct Claim asserted by a Releasor.
5. "*Covered Conduct*" means any actual or alleged act, failure to act, negligence, statement, error, omission, breach of any duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity of any kind whatsoever from the beginning of time through the Effective Date (and any past, present, or future consequence of any such act, failure to act, negligence, statement, error, omission, breach of duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity) relating in any way to any Product, including without limitation (a) the distribution, dispensing, delivery, monitoring, reporting, supply, sale, prescribing, physical security, warehousing, coverage, purchases, reimbursement, discovery, development, manufacture, packaging, repackaging, marketing, promotion, advertising, labeling, recall, withdrawal, or use or abuse of any Product; orders, prescriptions, formularies, guidelines, payments or rebates for any Product; policies, practices and/or operating procedures, statements, contracts, commercial arrangements, insurance, claim or benefit administration, claim adjudication, plan design, data and sales thereof, and any other act or failure to act relating to, any Product; and any system, plan, policy or advocacy relating to any Product, including, but not limited to, any unbranded promotion, marketing, programs, or campaigns relating to any Product; (b) the characteristics, properties, risks, or benefits of any Product; (c) the reporting, disclosure, non-reporting or nondisclosure to federal, state or other regulators of orders, prescriptions, or conduct related to any Product; (d) the purchasing, selling, acquiring, disposing of, importing, exporting, handling, processing, packaging, supplying, distributing, converting, or otherwise engaging in any activity relating to any Product; or (e) controls against diversion, corresponding responsibility, and suspicious order monitoring related to any Product.
6. "*Effective Date*" means the date that the Participating Subdivisions and Participating Tribes execute and deliver (or cause to be delivered) to the Participating Subdivision Designees and the Participating Tribe Designees, as appropriate, and to Sandoz, in accordance with Section V.A., the Subdivision Participation Forms and Tribe Participation Forms, signed by 85% (as measured by number of cases and allocation of the Settlement Fund) of Litigating Subdivisions and Litigating Tribes, which are set forth

on **Exhibit A** of this Agreement. The Effective Date shall be no later than January 31, 2024, provided, however, that: (1) the Participating Subdivision Designees and the Participating Tribe Designees shall have the one-time unilateral right to extend the deadline by 90 days; and (2) Sandoz shall have the unilateral right in its sole discretion to further extend that deadline to a date of its choosing and/or to proceed with the Agreement even if the 85% threshold has not been satisfied.

7. “*Eligible Entities*” has the meaning set forth in Section V.C., and includes those Litigating Subdivisions and Litigating Tribes identified in **Exhibit A** attached hereto.
8. “*Litigating Subdivision*” means a Subdivision (or Subdivision official asserting the right of or for the Subdivision to recover for Alleged Harms to the Subdivision and/or its members thereof) that has pending Released Claims against Sandoz as of August 25, 2023, as identified on **Exhibit A** hereto.
9. “*Litigating Tribe*” means a Tribe that has pending any Released Claims against Sandoz as of August 25, 2023, as identified on **Exhibit A** hereto.
10. “*MDL*” means *In re National Prescription Opiate Litigation*, Case No. 1:17-md-2804.
11. “*MDL Court*” means the United States District Court for the Northern District of Ohio, Eastern Division, presiding over the MDL.
12. “*Non-Participating Subdivision*” means any Subdivision that does not execute a Subdivision Participation Form prior to or within 14 days after the Effective Date of this Agreement or any Subdivision that, prior to the Effective Date of this Agreement, affirmatively opts out of this settlement by providing written notice to the Participating Subdivision Designees and Sandoz of its intent to litigate its Claims against Sandoz.
13. “*Non-Participating Tribe*” means any Tribe that does not execute a Tribe Participation Form prior to or within 14 days after the Effective Date of this Agreement or any Tribe that, prior to the Effective Date of this Agreement, affirmatively opts out of this settlement by providing written notice to the Participating Tribe Designees and Sandoz of its intent to litigate its Claims against Sandoz.
14. “*Non-Party Covered Conduct Claim*” means a Claim against any Non-Released Entity involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity).
15. “*Non-Party Settlement*” means a settlement by any Releasor that settles any

Non-Party Covered Conduct Claim and includes a release of any Non-Released Entity.

16. “*Non-Released Entity*” means an entity that is not a Released Entity.
17. “*Ongoing Common Benefit Order (Dkt. #4428)*” means the Ongoing Common Benefit Order (Dkt. #4428) entered by the MDL Court in the MDL.
18. “*Opioid Remediation*” means care, treatment, and other programs and expenditures (including reimbursement for past such programs or expenditures except where this Agreement restricts the use of funds solely to future Opioid Remediation) designed to remediate Alleged Harms, including to (1) address the misuse and abuse of opioid products, (2) treat or mitigate opioid use or related disorders, or (3) mitigate other alleged effects of the opioid abuse crisis, including on those injured as a result of the opioid abuse crisis. Qualifying expenditures may include reasonable related administrative expenses.
19. “*Participating Subdivision*” means any Litigating Subdivision identified in **Exhibit A** that executes a Subdivision Participation Form prior to or within 14 days after the Effective Date.
20. “*Participating Tribe*” means any Litigating Tribe identified in **Exhibit A** that executes a Tribe Participation Form prior to or within 14 days after the Effective Date.
21. “*Participating Subdivision Designees*” means Jayne Conroy and Michael Angelides of Simmons Hanly Conroy (*see* Section IX.J. below for their contact information).
22. “*Participating Tribe Designees*” means Steve Skikos and Mark Crawford of Skikos, Crawford, Skikos & Joseph (*see* Section IX.J. below for their contact information).
23. “*Parties*” means Sandoz, Participating Subdivisions, and Participating Tribes (each, a “*Party*”).
24. “*Post-Settlement Claim*” means any Claim commenced against Sandoz by any Subdivision or Tribe after the date of this Agreement, whether in the MDL Court or any federal, state, district, territorial, or other court, or any other judicial, quasi-judicial, or arbitral body, alleging any Covered Conduct as the basis or partial basis for the Claim.
25. “*Product*” means any chemical substance, whether used for medicinal or non-medicinal purposes, and whether natural, synthetic, or semi-synthetic, or any finished pharmaceutical product made from or with such substance,

that is (1) an opioid or opiate, as well as any product containing any such substance; (2) a benzodiazepine, a muscle relaxer, carisoprodol, zolpidem, or gabapentin; or (3) a combination or "cocktail" of any stimulant or other chemical substance prescribed, sold, bought, or dispensed to be used together that includes opioids or opiates. "Product" shall include, but is not limited to, any substance consisting of or containing buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, naloxone, naltrexone, oxycodone, oxymorphone, tapentadol, tramadol, opium, heroin, carfentanil, diazepam, estazolam, quazepam, alprazolam, clonazepam, oxazepam, flurazepam, triazolam, temazepam, midazolam, carisoprodol, gabapentin, or any variant of these substances or any similar substance.

26. "*Released Claims*" means any and all Claims that directly or indirectly are based on, arise out of, or in any way relate to or concern the Covered Conduct occurring prior to the Effective Date. Without limiting the foregoing, "Released Claims" include any Claims that have been asserted against the Released Entities by any Participating Subdivision or Participating Tribe in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) based on, arising out of or relating to, in whole or in part, the Covered Conduct, or any such Claims that could be or could have been asserted now or in the future in those actions or in any comparable action or proceeding brought by a Participating Subdivision, Participating Tribe or any Releasors (whether or not such Participating Subdivision, Participating Tribe or Releasor has brought such action or proceeding). Released Claims also include all Claims asserted in any proceeding to be dismissed pursuant to the Agreement, whether or not such claims relate to Covered Conduct. The Parties intend that "Released Claims" be interpreted broadly. This Agreement does not release Claims by private individuals for any of their own damages for alleged personal injuries arising out of their use of any Product. But in any action arising from or relating to such Claims or the Covered Conduct, the Released Entities may assert as a defense or otherwise argue that the payments required herein serve as a measure of compensation for personal injuries or for other legal or equitable claims or demands asserted by private individuals or others. It is the intent of the Parties that Claims by private individuals be treated in accordance with applicable law.
27. "*Released Entities*" has the meaning set forth in Section VI.A.
28. "*Releasors*" means (1) each Participating Subdivision and Participating Tribe, and (2) without limitation and to the maximum extent of the power of each Participating Subdivision and Participating Tribe to release Claims, (a) the Participating Subdivision's and Participating Tribe's departments, agencies, divisions, boards, commissions, subdivisions, instrumentalities of any kind and attorneys, and any person in their official capacity whether

elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and (b) any person or entity acting in a *parens patriae*, sovereign, quasi-sovereign, private attorney general, *qui tam*, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public but only with respect to each Participating Subdivision or Participating Tribe.

29. “*Sandoz*” means Sandoz Inc. and all of its respective past and present direct or indirect parents, subsidiaries, divisions, affiliates, joint ventures, predecessors, successors, or assigns, including but not limited to Sandoz International GmbH, Novartis Pharmaceuticals Corporation, and Novartis AG and its subsidiaries and affiliates, including but not limited to Novartis Manufacturing LLC, Novartis Institutes for Biomedical Research, Inc., Novartis Corporation, and Novartis Consumer Health. For the avoidance of doubt, this definition of “*Sandoz*” shall survive any spin-off, separation, or other corporate change-of-control transaction that results in Sandoz Inc. separating from or no longer being a direct or indirect subsidiary of one or more other Sandoz or Novartis entities.
30. “*Sandoz Settlement Fund*” or “*Settlement Fund*” means the interest-bearing fund to be established by the MDL Court in the MDL into which all payments by Sandoz will be made, which shall be administered by the Settlement Referee, and which is intended to qualify as a “qualified settlement fund” within the meaning of Section 1.468B-1 *et seq.* of the Treasury Regulations promulgated under Section 468B of the Internal Revenue Code of 1986, as amended.
31. “*Settlement Referee*” means David R. Cohen, who will perform the duties set forth in this Agreement, including setting forth the procedures by which the Subdivision and Tribe allocation will be completed and to jointly determine each Subdivision’s and Tribe’s final allocation resulting from application of the Subdivision and Tribe Allocation Distribution Percentage.
32. “*State*” means the States of the United States, the District of Columbia, Puerto Rico, the Virgin Islands, Guam, and the Northern Mariana Islands.
33. “*Subdivision*,” “*Subdivisions*,” “*Tribe*” or “*Tribes*” includes the Eligible Entities set forth on **Exhibit A** of this Agreement. “*Subdivision*” further means (1) a formal and legally recognized sub-entity of a State that provides general governance for a defined area, including a municipality, county, parish, city, town, village, special district or any other entities that provide municipal-type government within a State, and (2) any person, official, or entity thereof acting in an official capacity. Unless otherwise specified, “*Subdivision*” includes all functional counties and parishes and other functional levels of sub-entities of a State that provide general governance for a defined area. Historic, non-functioning sub-entities of a State (such as

Connecticut counties) are not Subdivisions, unless the entity has filed a lawsuit that includes a Released Claim against a Released Entity in a direct, parens patriae, or any other capacity. "Tribe" further means any Indian or Alaska Native tribe, band, nation, pueblo, village or community that the United States acknowledges to exist as an Indian tribe, including but not limited to the list of recognized tribes published by the United States Secretary of the Interior.

- 34. "*Subdivision and Tribe Allocation Distribution Percentage*" means a Subdivision's or Tribe's percentage as determined by the Settlement Referee pursuant to Section IV.B. The aggregate Subdivision and Tribe Allocation Distribution Percentage of all Subdivisions and Tribes shall equal 100%.
- 35. "*Subdivision Participation Form*" and "*Tribe Participation Form*" mean the forms attached hereto as **Exhibits C (Subdivisions) and D (Tribes)**.
- 36. "*Total Remediation Amount*" has the meaning set forth in Section IV.A.

II. Release

A. *Scope.* As of the Effective Date, the Released Entities will be released and forever discharged from all of the Releasors' Released Claims. Each Participating Subdivision and Participating Tribe (for itself and its Releasors) will absolutely, unconditionally, and irrevocably covenant not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in this Agreement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of each Releasor to release claims. The releases shall be a complete bar to any Released Claim.

B. *Claim-Over and Non-Party Settlement.*

- 1. *Statement of Intent.* It is the intent of the Parties that:
 - a. Released Entities should not seek contribution or indemnification (other than pursuant to an insurance contract) from other parties for their payment obligations under this Agreement;
 - b. The payments made under this Agreement shall be the sole payments made by the Released Entities to the Releasors involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity);

- c. Claims by Releasors against non-Parties should not and will not result in additional payments by Released Entities, whether through contribution, indemnification or any other means;
 - d. The amount of each payment made to each Participating Subdivision or Participating Tribe under this Agreement is intended to reduce any indemnification obligation the Released Entities might have to non-Parties with regard to each such Participating Subdivision or Participating Tribe;
 - e. Releasors covenant not to sue Released Entities for Covered Conduct;
 - f. The Agreement meets the requirements of the Uniform Contribution Among Joint Tortfeasors Act and any similar state law or doctrine that reduces or discharges a released party's liability to any other parties; and
 - g. The provisions of this Section II.B. are intended to be implemented consistent with these principles. This Agreement and the releases and dismissals provided for herein are made in good faith.
2. *Contribution/Indemnity Prohibited.* No Released Entity shall seek to recover for amounts paid under this Agreement based on indemnification, contribution, or any other theory from a manufacturer, pharmacy, hospital, pharmacy benefit manager, health insurer, third-party vendor, trade association, distributor, or health care practitioner, provided that a Released Entity shall be relieved of this prohibition with respect to any entity that asserts a Claim-Over against it or with respect to any person or entity that brings any other form of action against Sandoz arising out of or related to Covered Conduct. For the avoidance of doubt, nothing herein shall prohibit a Released Entity from recovering amounts owed pursuant to insurance contracts.
3. *Non-Party Settlement.* To the extent that, on or after the Effective Date, any Releasor enters into a Non-Party Settlement, including in any bankruptcy case or through any plan of reorganization (whether individually or as a class of creditors), the Releasor will include (or in the case of a Non-Party Settlement made in connection with a bankruptcy case, will cause the debtor to include), unless prohibited from doing so under applicable law, in the Non-Party Settlement a prohibition on contribution or indemnity of any kind substantially equivalent to that required from Sandoz in Section II.B.2, or a release from such Non- Released Entity in favor of the Released Entities (in a form equivalent to the releases contained in this Agreement) of any Claim-Over. Sandoz shall be deemed and is designated as an intended third-party beneficiary of the prohibition on contribution or indemnity required

under this section in such Non-Party Settlement. The obligation to obtain the prohibition and/or release required by this subsection is a material term of this Agreement.

4. *Claim-Over.* In the event that any Non-Released Entity asserts a Claim-Over against a Released Entity, then Releasor and Sandoz shall take steps sufficient and permissible under applicable law to hold Released Entities harmless from the Claim-Over and ensure Released Entities are not required to pay more with respect to Covered Conduct than the amounts owed by Sandoz under this Agreement.
5. *Preservation of All Rights and Defenses Arising from Payments.* This Agreement further expressly preserves, to the full extent permitted by law, the right and ability of Released Entities to assert the payments made under this Agreement as a defense, set-off, satisfaction, or reduction against any amounts asserted as damages against any Released Entity by any non-Party or Non-Released Entity involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity).

If the Claim-Over is based on a contractual indemnity claim by a Non-Released Entity against any Released Entity, these Claim-Over provisions shall not apply to the extent the contractual indemnity claim is based on the conduct of the Non-Released Entity and not the conduct of Released Entities.

- C. *General Release.* In connection with the releases provided for in the Agreement, each Participating Subdivision and Participating Tribe (for itself and its Releasors) expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may thereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Participating Subdivision and Participating Tribe (for itself and its Releasors) hereby expressly waives and fully, finally, and forever settles, releases, and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Participating Subdivisions' or Participating Tribes' decision to enter into the Agreement or the Participating Subdivisions' or

Participating Tribes' decision to participate in the Agreement.

- D. *Res Judicata.* Nothing in the Agreement shall be deemed to reduce the scope of the res judicata or claim preclusive effect that the settlement memorialized in the Agreement, and/or any stipulation of dismissal with prejudice or judgment entered on the Agreement, gives rise to under applicable law.
- E. *Representation and Warranty of Authority.* The Participating Subdivision Designees and Participating Tribe Designees signing hereto on behalf of the Participating Subdivisions and Participating Tribes expressly represent and warrant that they have authority to enter into this Agreement conditionally on behalf of the Participating Subdivisions and Participating Tribes, subject to each Participating Subdivision and Participating Tribe executing a Subdivision Participation Form or Tribe Participation Form as provided in Section V of this Agreement.
- F. *Representation and Warranty of No Other Case(s).* The signatories hereto on behalf of the Participating Subdivisions and Participating Tribes expressly represent and warrant that, as of the date of this Agreement, they are not aware, other than the cases arising from Covered Conduct, of any other case(s) against Sandoz on behalf of any Subdivision or Tribe, beyond those listed on **Exhibit A**.
- G. *Effectiveness.* The releases set forth in the Agreement shall not be impacted in any way by any dispute that exists, has existed, or may later exist between or among the Releasors. Nor shall such releases be impacted in any way by any current or future law, regulation, ordinance, or court or agency order limiting, seizing, or controlling the distribution or use of the Sandoz Settlement Fund or any portion thereof, or by the enactment of future laws, or by any seizure of the Sandoz Settlement Fund or any portion thereof.
- H. *Cooperation.* Releasors (i) will not encourage any person or entity to bring or maintain any Released Claim against any Released Entity and (ii) will reasonably cooperate with and not oppose any effort by a Released Entity to secure the prompt dismissal of any and all Released Claims.
- I. *Non-Released Claims.* Notwithstanding the foregoing or anything in the definition of Released Claims, the Agreement does not waive, release or limit any criminal liability, Claims that may be brought by a State or by any State Attorney General against Released Entities for Covered Conduct to the extent not released herein specifically with respect to Participating Subdivisions or Participating Tribes, Claims for any outstanding liability under any tax or securities law, Claims against parties who are not Released Entities, Claims by private individuals, and any claims arising under this Agreement for enforcement of this Agreement.

III. Monetary Relief and Payments

- A. *Structure of Payments.*

1. All payments under this Section III shall be made into the Sandoz Settlement Fund. The payments in the Sandoz Settlement Fund shall be allocated and used only as specified in Section IV of this Agreement. In the event that this Agreement is not completed for any reason or is terminated in accordance with its terms, all payments made under this Section III into the Sandoz Settlement Fund shall be returned to Sandoz.
2. On the thirtieth day after the Effective Date, Sandoz shall pay into the Sandoz Settlement Fund the sum of Ninety-Nine Million Five Hundred Thousand Dollars (\$99,500,000.00), under the terms and conditions of this Agreement, subject to the reductions described in Section IV.B.4.
3. Sandoz's payment into the Sandoz Settlement Fund includes the amount necessary to comply with the Ongoing Common Benefit Order (Dkt. #4428). The Settlement Referee shall hold the amount necessary to ensure compliance with the Ongoing Common Benefit Order until further order by the MDL Court. It is expressly understood that Sandoz's payment into the Sandoz Settlement Fund under Section III.A.2 fulfills its obligations under the Ongoing Common Benefit Order.
4. If Eighty-Five Percent (85%) of Litigating Subdivisions and Litigating Tribes set forth on **Exhibit A** of this Agreement (as measured by number of cases and allocation of the Settlement Fund) do not sign the Subdivision and Tribe Participation Form by January 31, 2024 (or such extended date as may be set in accordance with Section I.6.), and Sandoz does not otherwise agree to move forward with the Settlement Agreement, such that the Effective Date does not occur, then Sandoz shall make no payment, this Agreement will have no further effect, and all releases and other commitments or obligations contained herein will be void, provided, however, that Sandoz shall have the unilateral right in its sole discretion to extend that deadline to a date of its choosing and/or to proceed with the Agreement even if the 85% threshold has not been satisfied.

IV. Allocation and Use of Settlement Funds

- A. *Settlement Fund.* Subject to Sections IV.B.3 and 4, the Sandoz Settlement Fund shall be comprised of funds earmarked for Opioid Remediation (the "Total Remediation Amount").
- B. *Allocation, Administration and Use of Settlement Payments.*
 1. David R. Cohen, in his capacity as Settlement Referee, shall determine the basis for the distributions to Participating Subdivisions and Participating Tribes in accordance with this Section IV. Once the final Subdivision and Tribe Allocation Distribution Percentage is determined, it shall be attached

as **Exhibit B** to this Agreement. Determination of the Subdivision and Tribe Allocation Distribution Percentage shall be determined in the following manner:

- a. Allocation Distribution percentages may be determined by referring to and incorporating allocation percentages, formulas and manners of calculations utilized in prior Subdivision settlement agreements and prior Tribe settlement agreements reached with other Defendants in the opioid litigation. The Settlement Referee shall consider all non-general purpose government sub-entities of a Subdivision county, city or Tribe, or person or entity included in an action or bringing an action on the Subdivision county, city or Tribe's behalf, to be a single Subdivision county, city or Tribe claimant for purposes of allocation. Further, any allocation between and amongst the recovering Subdivision county, city or Tribe and any of its non-general purpose government sub-entities shall be determined by those entities and sub-entities themselves.
 - b. Each Participating Subdivision and Participating Tribe shall have had the right to be heard prior to entry of the final allocation order specific to this opioid crisis with regard to the calculation of the allocation amount set forth in Section IV.B.1.a. For the avoidance of doubt, the Participating Subdivisions and Participating Tribes shall not have any other basis to challenge the allocation amounts.
 - c. Sandoz acknowledges and expressly agrees that it has no role whatsoever in the Subdivision and Tribe allocation process.
2. The Settlement Referee shall set aside and hold back the funds allocable to each of the Litigating Subdivisions and Litigating Tribes proportionate to the Litigating Subdivision's and Litigating Tribe's Subdivision Allocation Distribution Percentage to the extent such Litigating Subdivision or Litigating Tribe has not become a Participating Subdivision or Participating Tribe, and the provisions of Section IV.B.4 shall apply with respect to such Non-Participating Subdivision or Non-Participating Tribe.
 3. The Settlement Referee shall deduct the costs and expenses incurred in the administration of the Sandoz Settlement Fund, including any expenses, costs and fees arising out of the duties of David R. Cohen in his capacity as Settlement Referee, out of the interest accrued on the Sandoz Settlement Fund and thereafter from the principal of the Sandoz Settlement Fund.
 4. Litigating Subdivisions and Litigating Tribes. Any Litigating Subdivision or Litigating Tribe that does not execute a Subdivision Participation Form or Tribe Participation Form prior to or within 14 days after the Effective Date of this Agreement or any Litigating Subdivision or Litigating Tribe

that affirmatively opts out of this Agreement and provides written notice to the Participating Subdivision Designees and/or Participating Tribe Designees, and Sandoz of its intent to litigate its Claims against Sandoz shall forego its right to participate in distributions contemplated by this Agreement, in which case the amount (including accumulated holdback amounts) allocable to such Litigating Subdivision or Litigating Tribe pursuant to its Subdivision and Tribe Allocation Distribution Percentage shall revert to Sandoz, to be paid to Sandoz within sixty (60) days after the 14-day time period after the Effective Date.

C. *Provisions Regarding Abatement Fund.*

1. The funds distributed from the Sandoz Settlement Fund to each Participating Subdivision and Participating Tribe shall be used solely for Opioid Remediation.
2. The Participating Subdivision Designees and Participating Tribe Designees shall provide a Participating Subdivision and Participating Tribe Opioid Abatement Report to Sandoz once all funds are disbursed to the Participating Subdivisions and Participating Tribes.

D. *Nature of Payment.*

1. Sandoz and the Participating Subdivisions and Participating Tribes acknowledge and agree that notwithstanding anything to the contrary in this Agreement, including, but not limited to, the scope of the Released Claims:
 - a. Sandoz has entered into this Agreement to avoid the delay, expense, inconvenience, and uncertainty of further litigation;
 - b. Participating Subdivisions and Participating Tribes sought restitution and remediation (within the meaning of 26 U.S.C. § 162(f)(2)(A)) as damages for the Alleged Harms allegedly suffered by the Participating Subdivisions and Participating Tribes as a result of the Covered Conduct;
 - c. By executing the Subdivision Participation Form or Tribe Participation Form, the Participating Subdivisions and Participating Tribes acknowledge that: (a) the Total Remediation Amount is no greater than the amount, in the aggregate, of the Alleged Harms allegedly suffered by the Participating Subdivisions and Participating Tribes; and (b) the portion of the Total Remediation Amount received by each Participating Subdivision or Participating Tribe is no greater than the amount of the Alleged Harms allegedly suffered by such Participating Subdivision or Participating Tribe;

- d. The payment of the Total Remediation Amount by Sandoz constitutes, and is paid for, restitution and remediation (within the meaning of 26 U.S.C. § 162(f)(2)(A)) for alleged damage or harm (as compensation for alleged damage or harm arising out of alleged bodily injury) allegedly caused by Sandoz;
- e. The Total Remediation Amount is being paid as restitution and remediation (within the meaning of 26 U.S.C. § 162(f)(2)(A)) in order to restore, in whole or in part, the Participating Subdivisions, Participating Tribes and persons to the same position or condition that they would be in had the Participating Subdivisions, Participating Tribes and persons not suffered the Alleged Harms and constitutes restitution and remediation for damage or harm allegedly caused by the potential violation of a law and/or is an amount paid to come into compliance with the law;
- f. For the avoidance of doubt: (a) no portion of the Total Remediation Amount represents reimbursement to any Participating Subdivision or Participating Tribe, or other person or entity, for the costs of any investigation or litigation, including without limitation attorneys' fees, (b) the entire Total Remediation Amount is properly characterized as described in Section IV.D.1.e, and (c) none of the amounts paid by Sandoz under Section III constitutes disgorgement or is paid for or in place of any fine, penalty, punitive damages, or other punitive assessments; and
- g. For the further avoidance of doubt, the Parties estimate that Fifteen Percent (15%) of the payments made by Sandoz into the Sandoz Settlement Fund will be allocated to payments in accordance with the Ongoing Common Benefit Order (Dkt. #4428) and/or the MDL fee cap order (Dkt. #3814), and the remaining Eighty-Five Percent (85%) of the payments made by Sandoz into the Sandoz Settlement Fund will be allocated to the Total Remediation Amount and paid as restitution and remediation (within the meaning of 26 U.S.C. § 162(f)(2)(A)).

2. Tax Reporting and Cooperation

- a. Each Participating Subdivision and Participating Tribe shall cooperate in good faith with Sandoz with respect to any tax claim, dispute, investigation, audit, examination, contest, litigation, or other proceeding relating to this Agreement.
- b. For the avoidance of doubt, except as explicitly set forth in this Agreement, neither Sandoz, any Participating Subdivision or Participating Tribe, or counsel to any of the foregoing make any warranty or representation as to the tax consequences of the payment

of the Total Remediation Amount (or any portion thereof).

V. Participation by Subdivisions and Tribes

- A. *Subdivision Participation Form and Tribe Participation Form.* Attached hereto as **Exhibits C (Subdivisions)** and **D (Tribes)** are the Subdivision Participation Form and Tribe Participation Form, which may be subject to later modification and substitution as the participation process is worked out. A Subdivision's or Tribe's executed Participation Form is evidence of its status as a Party to this Agreement, and the executed Participation Forms and their terms are incorporated herein by reference. In order to become a Participating Subdivision or Participating Tribe, each Litigating Subdivision or Litigating Tribe shall provide a properly executed Participation Form to the Participating Subdivision Designees or to the Participating Tribe Designees and to Sandoz, or to any proxy specified by them, by electronic mail as set forth in the Participation Forms at **Exhibits C and D** hereto, and in accordance with the time limitations and terms of this Agreement.
- B. *Dismissal of Claims.* Each Participating Subdivision or Participating Tribe, either directly or through its counsel, shall request to dismiss with prejudice all Released Claims by that Subdivision or Tribe against Released Entities, including all Released Claims pending in the MDL Court and all Released Claims pending in any State court. Dismissal of a Litigating Subdivision's or Litigating Tribe's complaint against Released Entities shall be filed only upon the occurrence of the Effective Date. The Parties will coordinate a streamlined dismissal process with the MDL Court that will allow for a bulk filing of the agreed dismissals with respect to MDL-filed cases.
- C. *Eligible Entities.* **Exhibit A** sets forth all Litigating Subdivisions and Litigating Tribes eligible to participate in this Agreement ("*Eligible Entities*"):
1. Each entity listed on **Exhibit A** has filed an opioid case against Sandoz in the MDL or in a case pending in State court.
 2. **Exhibit A** includes the filing docket number and counsel of record for the listed entity. Each entity listed on **Exhibit A** is entitled to participate in the settlement.
 3. Only Eligible Entities listed in **Exhibit A** are eligible to participate in the settlement, except as may be further agreed between Sandoz and the Participating Subdivision Designees or the Participating Tribe Designees.

VI. Defendants to be Released Upon Meeting Threshold Requirements

- A. The following are to be Released Entities and shall be released and claims against them to be dismissed with prejudice upon the Effective Date: (i) Sandoz ("*Sandoz*" as defined in Section I.29 of the Definitions); (ii) all of its past and present, direct or indirect: parents, subsidiaries, divisions, affiliates, joint ventures, predecessors,

successors, assigns and insurers (in their capacity as such); and (iii) the past and present officers, directors, members, shareholders (solely in their capacity as shareholders of the foregoing entities), partners, trustees, employees, agents, attorneys and insurers of each of the foregoing entities and persons referenced in clauses (i) through (ii) above for actions or omissions that occurred during and related to their work for, or employment with, any of the foregoing entities with respect to the Released Claims. An illustrative, non-exhaustive list of Released Entities is annexed to this Agreement as **Exhibit E**.

VII. Plaintiffs' Attorneys' Fees and Costs

- A. Contingency attorneys' fees and costs shall be paid out in accordance with the MDL fee cap order (Dkt #3814), which the Parties agree to extend to the provisions of this Agreement, as well as any other Orders that may be entered by the MDL Court concerning attorneys' fees and costs.
- B. Common Benefit amounts shall be held by the Settlement Referee in order to ensure compliance with the Ongoing Common Benefit Order (Dkt. #4428), as set forth in Section III.A.3 above.

VIII. Dispute Resolution

- A. Any disputes arising out of this Agreement shall be heard before Settlement Referee David R. Cohen as the arbitrator designated by the Parties to resolve disputes through binding arbitration.

IX. Miscellaneous

- A. *No Admission.* Sandoz does not admit liability or wrongdoing. This Agreement shall not be considered, construed, or represented to be (1) an admission, concession, or evidence of liability or wrongdoing or (2) a waiver or any limitation of any defense otherwise available to Sandoz.
- B. *Third-Party Beneficiaries.* Except as expressly provided in this Agreement, no portion of this Agreement shall provide any rights to, or be enforceable by, any person or entity that is not a Participating Subdivision or Participating Tribe or Released Entity. No Participating Subdivision or Participating Tribe may assign or otherwise convey any right to enforce any provision of this Agreement and no entity except the Participating Subdivision Designees or Participating Tribe Designees shall have the right to enforce any provision of this Agreement on behalf of all Participating Subdivisions and Participating Tribes.
- C. *Construction.* None of the Parties and no Participating Subdivision or Participating Tribe shall be considered to be the drafter of this Agreement or of any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the

drafter of this Agreement. The headings of the provisions of this Agreement are not binding and are for reference only and do not limit, expand, or otherwise affect the contents or meaning of this Agreement.

- D. *Cooperation.* Each Party agrees to use its best efforts and to cooperate with the other Parties to cause this Agreement to become effective, to obtain all necessary approvals, consents and authorizations, if any, and to execute all documents and to take such other action as may be appropriate in connection herewith. Consistent with the foregoing, each Party agrees that it will not directly or indirectly assist or encourage any challenge to this Agreement by any other person, and will support the integrity and enforcement of the terms of this Agreement.
- E. *Entire Agreement.* This Agreement, its Exhibits and any other attachments, embodies the entire agreement and understanding between and among the Parties relating to the subject matter hereof and supersedes (1) all prior agreements and understandings relating to such subject matter, whether written or oral and (2) all purportedly contemporaneous oral agreements and understandings relating to such subject matter.
- F. *Execution.* This Agreement may be executed in counterparts and by different signatories on separate counterparts, each of which shall be deemed an original, but all of which shall together be one and the same Agreement. One or more counterparts of this Agreement may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart thereof. One or more counterparts of this Agreement may be signed by electronic signature.
- G. *Good Faith and Voluntary Entry.* Each Party warrants and represents that it negotiated the terms of this Agreement in good faith. Each of the Parties and signatories to this Agreement warrants and represents that it freely and voluntarily entered into this Agreement without any degree of duress or compulsion. The Parties state that no promise of any kind or nature whatsoever (other than the written terms of this Agreement) was made to them to induce them to enter into this Agreement.
- H. *No Prevailing Party.* The Parties each agree that they are not the prevailing party in this action, for purposes of any claim for fees, costs, or expenses as prevailing parties arising under common law or under the terms of any statute, because the Parties have reached a good faith settlement. The Parties each further waive any right to challenge or contest the validity of this Agreement on any ground, including, without limitation, that any term is unconstitutional or is preempted by, or in conflict with, any current or future law.
- I. *Non-Admissibility.* The settlement negotiations resulting in this Agreement have been undertaken by the Parties in good faith and for settlement purposes only, and no evidence of negotiations or discussions underlying this Agreement shall be

offered or received in evidence in any action or proceeding for any purpose. This Agreement shall not be offered or received in evidence in any action or proceeding for any purpose other than in an action or proceeding arising under or relating to this Agreement, except that Released Entities may file or use this Agreement in any action (1) involving a determination regarding insurance coverage; (2) involving a determination of the taxable income or tax liability of any Released Entities; (3) to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good-faith settlement, judgment bar or reduction or on any other theory of claim preclusion or issue preclusion or similar defense or counterclaim; (4) to support a claim for contribution and/or indemnification; or (5) to support any other argument or defense by a Released Entity that the Total Remediation Amount provides a measure of compensation for asserted harms or otherwise satisfies the relief sought.

- J. *Notices.* All notices or other communications under this Agreement shall be in writing (including but not limited to electronic communications) and shall be given to the recipients indicated below:

For Participating Subdivisions:

Jayne Conroy
Michael Angelides
Simmons Hanly Conroy
112 Madison Avenue, 7th Floor
New York, NY 10016-7416
(212) 257-8482
jconroy@simmonsfirm.com
mangelides@simmonsfirm.com

Peter Mougey
Levin, Papantonio, Rafferty, Proctor, Buchanan,
O'Brien, Barr, and Mougey P.A.
316 S. Baylen Street, Suite 600
Pensacola, FL 32502-5996
(850) 435-7193
pmougey@levinlaw.com

Paul Geller
Robbins Geller Rudman & Dowd LLP
225 NE Mizner Blvd., Suite 720
Boca Raton, FL 33432
(561) 750-3000
pgeller@rgrdlaw.com

For Participating Tribes:

Steve Skikos
Mark Crawford
One Sansome Street, Suite 2830
San Francisco, CA 94104
(415) 546-7300
sskikos@skikos.com
mcrawford@skikos.com

For Sandoz:

Gordon Hwang
Sandoz Inc.
100 College Rd. W
Princeton, NJ 08540
gordon.hwang@sandoz.com

Gregory E. Ostfeld
Sara K. Thompson
Greenberg Traurig LLP
77 West Wacker Dr., Suite 3100
Chicago, IL 60601
(312) 476-5056
ostfeldg@gtlaw.com
sara.thompson@gtlaw.com

Any Party or Participating Subdivision Designees or Participating Tribe Designees may change or add to the contact information of the persons designated to receive notice on its behalf by notice given (effective upon the giving of such notice) as provided in this subsection.

- K. *No Waiver.* The waiver of any rights conferred hereunder shall be effective only if made by written instrument executed by the waiving Party or Parties. The waiver by any Party of any breach of this Agreement shall not be deemed to be or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, nor shall such waiver be deemed to be or construed as a waiver by any other Party.
- L. *Preservation of Privilege.* Nothing contained in this Agreement, and no act required to be performed pursuant to this Agreement, is intended to constitute, cause, or effect any waiver (in whole or in part) of any attorney-client privilege, work product protection, or common interest/joint defense privilege, and each Party agrees that it shall not make or cause to be made in any forum any assertion to the contrary.
- M. *Successors.* This Agreement shall be binding upon, and inure to the benefit of, Sandoz and its respective successors and assigns. Sandoz shall not sell the majority

of its voting stock or substantially all its assets without obtaining the acquiror's agreement that it will constitute a successor with respect to Sandoz's obligations under this Agreement.

- N. *Modification, Amendment, Alteration.* After the Effective Date, any modification, amendment, or alteration of this Agreement by the Parties shall be binding only if evidenced in writing signed by Sandoz along with the signatures of Participating Subdivision Designees and Participating Tribe Designees.
- O. *Governing Law.* Except (1) as otherwise provided in the Agreement or (2) as necessary, in the sole judgment of Settlement Referee David R. Cohen, to promote uniformity of interpretation for matters, this Agreement shall be governed by and interpreted in accordance with the respective laws of the State of Ohio without regard to the conflict of law rules of such State. Notwithstanding any other provision in this subsection on governing law, the United States District Court for the Northern District of Ohio shall retain jurisdiction to enforce this Agreement.
- P. *Severability.* In the event any one or more immaterial provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement.

Date: August 31, 2023

For Participating Subdivisions:

Jayne Conroy
Simmons Hanly Conroy

Peter Mougey
Levin, Papantonio, Rafferty, Proctor, Buchanan,
O'Brien, Barr, and Mougey P.A.
316 S. Baylen Street, Suite 600
Pensacola, FL 32502-5996

Paul Geller
Robbins Geller Rudman & Dowd LLP
225 NE Mizner Blvd., Suite 720
Boca Raton, FL 33432

For Participating Tribes:

Steve Skikos
Skikos, Crawford, Skikos & Joseph LLP
One Sansome Street, Suite 2830
San Francisco, CA 94104

Date: August 31, 2023

For Sandoz:

Karen McDonnell
VP & General Counsel, NA, Sandoz
Sandoz Corporate Representative

Gregory E. Ostfeld
Greenberg Traurig LLP

Date: August 31, 2023

EXHIBIT A

Litigating Subdivisions and Litigating Tribes

Litigating Subdivision or Litigating Tribe	Law Firm	Case No.

EXHIBIT B

ELIGIBLE ENTITIES' ALLOCATION DISTRIBUTION PERCENTAGES

[Reserved - to be added post-Effective Date pursuant to Section IV.B.1]

EXHIBIT C

Subdivision Participation Form

Eligible Subdivision Name:
Case No.:
Authorized Signatory Name:
Authorized Signatory Title:
Address 1:
Address 2:
City, State, Zip:
Phone:
Email:

The Eligible Subdivision identified above ("Subdivision"), in order to obtain and in consideration for the benefits provided to the Subdivision pursuant to the Settlement Agreement dated August 31, 2023 ("Sandoz Settlement"), and acting through the undersigned authorized official, is an "Eligible Entity" as defined in the Sandoz Settlement, and hereby elects to participate in the Sandoz Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Subdivision is aware of and has reviewed the Sandoz Settlement, understands that all terms in this Subdivision Participation Form ("Form") have the meanings defined therein, and agrees that by this Form, the Subdivision elects to participate in the Sandoz Settlement and become a Participating Subdivision as provided therein.
2. The Subdivision agrees to the terms, representations, and warranties of the Sandoz Settlement pertaining to Participating Subdivisions as defined therein.
3. By agreeing to the terms of the Sandoz Settlement and becoming a Releasor, the Subdivision is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
4. The Subdivision agrees to use any monies it receives through the Sandoz Settlement solely for the purposes provided therein.
5. By signing this Participation Form, the Subdivision agrees that, pursuant to the Sandoz Settlement, Settlement Referee David R. Cohen will set the procedures by which the allocation will be completed for this settlement and will determine the final allocation between the Participating Subdivisions pursuant to the terms of the Sandoz Settlement.
6. The Subdivision agrees that any disputes arising out of this Agreement shall be heard before Settlement Referee David R. Cohen as the arbitrator designated by the

parties in the Sandoz Settlement to resolve disputes through binding arbitration.

7. The Subdivision has the right to enforce the Sandoz Settlement as provided therein.
8. The Subdivision, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Sandoz Settlement, including but not limited to all provisions of Section II (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Subdivision hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Sandoz Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of each Releasor to release claims. The releases shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Sandoz Settlement, each Subdivision expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.
10. A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Participating Subdivision (for itself and its Releasors) hereby expressly waives and fully, finally, and forever settles, releases, and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Participating Subdivision's decision to enter into the Sandoz Settlement or the Participating Subdivision's decision to participate in the Sandoz Settlement.
11. The Participating Subdivision, or their attorneys, shall provide a properly executed Participation Form to the Participating Subdivision Designees and to Sandoz by electronic mail to _____ in accordance with the time

limitations and terms of the Sandoz Settlement.

12. Within 21 days after the Effective Date set forth in the Sandoz Settlement, the Subdivision shall file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Subdivision hereby authorizes the Participating Subdivision Designees to execute and file on behalf of the Subdivision a Stipulation of Dismissal With Prejudice.
13. Nothing herein is intended to modify in any way the terms of the Sandoz Settlement, to which Subdivision hereby agrees. To the extent this Form is interpreted differently from the Sandoz Settlement in any respect, the Sandoz Settlement controls.

I have all necessary power and authorization to execute this Form on behalf of the Subdivision.

Signature:

Name:

Title:

Date:

EXHIBIT D

Tribe Participation Form

Eligible Tribe Name:
Case No.:
Authorized Signatory Name:
Authorized Signatory Title:
Address 1:
Address 2:
City, State, Zip:
Phone:
Email:

The Eligible Tribe identified above ("Tribe"), in order to obtain and in consideration for the benefits provided to the Tribe pursuant to the Settlement Agreement dated August 31, 2023 ("Sandoz Settlement"), and acting through the undersigned authorized official, is an "Eligible Entity" as defined in the Sandoz Settlement, and hereby elects to participate in the Sandoz Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Tribe is aware of and has reviewed the Sandoz Settlement, understands that all terms in this Tribe Participation Form ("Form") have the meanings defined therein, and agrees that by this Form, the Tribe elects to participate in the Sandoz Settlement and become a Participating Tribe as provided therein.
2. The Tribe agrees to the terms, representations, and warranties of the Sandoz Settlement pertaining to Participating Tribes as defined therein.
3. By agreeing to the terms of the Sandoz Settlement and becoming a Releasor, the Tribe is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
4. The Tribe agrees to use any monies it receives through the Sandoz Settlement solely for the purposes provided therein.
5. By signing this Participation Form, the Tribe agrees that, pursuant to the Sandoz Settlement, Settlement Referee David R. Cohen will set the procedures by which the allocation will be completed for this settlement and will determine the final allocation between the Participating Tribes pursuant to the terms of the Sandoz Settlement.
6. The Tribe agrees that any disputes arising out of this Agreement shall be heard before Settlement Referee David R. Cohen as the arbitrator designated by the parties in the Sandoz Settlement to resolve disputes through binding arbitration.

7. The Tribe has the right to enforce the Sandoz Settlement as provided therein.
8. The Tribe, as a Participating Tribe, hereby becomes a Releasor for all purposes in the Sandoz Settlement, including but not limited to all provisions of Section II (Release), and along with all departments, agencies, divisions, boards, commissions, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Tribe hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Sandoz Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of each Releasor to release claims. The releases shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Sandoz Settlement, each Tribe expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

10. A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Participating Tribe (for itself and its Releasors) hereby expressly waives and fully, finally, and forever settles, releases, and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Participating Tribe's decision to enter into the Sandoz Settlement or the Participating Tribe's decision to participate in the Sandoz Settlement.
11. The Participating Tribe, or its attorneys, shall provide a properly executed Participation Form to the Participating Tribe Designees and to Sandoz by electronic mail to
in accordance with the time limitations and terms of
the Sandoz Settlement.

12. Within 21 days after the Effective Date set forth in the Sandoz Settlement, the Tribe shall file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Tribe hereby authorizes the Participating Tribe Designees to execute and file on behalf of the Tribe a Stipulation of Dismissal With Prejudice.
13. Nothing herein is intended to modify in any way the terms of the Sandoz Settlement, to which Tribe hereby agrees. To the extent this Form is interpreted differently from the Sandoz Settlement in any respect, the Sandoz Settlement controls.

I have all necessary power and authorization to execute this Form on behalf of the Tribe.

Signature:

Name:

Title:

Date:

EXHIBIT E

Illustrative List of Released Entities

Sandoz Inc.
Novartis Pharmaceuticals Corporation
Novartis AG
Sandoz International GmbH
Novartis Manufacturing LLC
Novartis Institutes for Biomedical Research, Inc.
Novartis Corporation
Novartis Consumer Health

Vedat Gashi

Chairman of the Board
Legislator, 4th District



TO: Hon. Jewel Williams Johnson
Chair, Budget & Appropriations

Hon. Colin Smith
Chair, Law & Major Contracts

FROM: Hon. Vedat Gashi
Chairman of the Board

A handwritten signature in black ink that reads "Vedat Gashi".

DATE: October 1, 2025

RE: **ACT – SANDOZ LAWSUIT SETTLEMENT**

As Chairman of the Board of Legislators, I am placing the below items directly into the Committees on Budget & Appropriations and Law & Major Contracts.

Thank you.

(ID: 2025-430) **ACT - Sandoz Lawsuit Settlement**

AN ACT authorizing the County of Westchester to settle the claims against manufacturer Sandoz Inc. in an adversary proceeding filed in the Supreme Court of the State of New York, Westchester County, titled The County of Westchester v Purdue Pharma, et al., arising out of the alleged abuse and misuse of opioids.

CC: Jill Axelrod
Marcello Figueroa
James Silverberg
Dylan Traghi
Sunday Vanderberg

Vedat Gashi

Chairman of the Board
Legislator, 4th District

*Voice of the People of Westchester County for over 300 years*

TO: Hon. Jewel Williams Johnson
Chair, Budget & Appropriations Committee

FROM: Hon. Vedat Gashi
Chairman of the Board

DATE: September 22, 2025

RE: IMA- Village of Croton-on Hudson- Lorraine Hansberry Coalition

As Chairman of the Board of Legislators I am referring the attached legislation to the Committee on Budget & Appropriations.

Thank you.

Cc: Marcello Figueroa
James Silverberg
Sunday Vanderberg

HONORABLE BOARD OF LEGISLATORS THE COUNTY OF WESTCHESTER

Your Committee is in receipt of a communication from the Chairman of the Board of Legislators recommending the adoption of an Act which, if approved by your Honorable Board, would authorize the County of Westchester (the “County”) to enter into an inter-municipal agreement (“IMA”) with the Village of Croton-on-Hudson (the “Village”), pursuant to which the Village will provide *The Mighty Triumvirate: Hansberry, Baldwin, and Simone Program 2025* (the “Program”). This Program will operate over a two-day period on October 4, 2025 and October 5, 2025 at the Croton Free Library in Croton-on-Hudson from 2:00 p.m. to 4:00 p.m. It will be free of charge and open to the public. This educational and entertaining event will explore the unique relationship among the triumvirate that is James Baldwin, Lorraine Hansberry, and Nina Simone. It will provide an intimate view into the lives of these three powerhouse artistic figures, revealing how key moments in the struggle for civil rights informed and influenced their art and activism – and vice versa - and galvanized their friendships. Both Lorraine Hansberry and Nina Simone lived and worked in Westchester County. Lorraine Hansberry, an acclaimed playwright, author, and activist, lived and worked in the Village, where she is also buried. Nina Simone lived and worked in Mount Vernon where her memory has been honored by the naming of the street where she lived *Nina Simone Way*. James Baldwin was known to visit both Lorraine Hansberry and Nina Simone. This Program will celebrate local history, revealing key historical moments in the lives of these three artists that happened in Westchester County.

On October 4, 2025, the Program will consist of a panel discussion that will be moderated by the Village with Dr. Soyica Colbert, author of the Hansberry biography *Radical Vision*, Baldwin scholar Dr. Rich Blint, and ethnomusicologist Aja Burrell Wood on the impact of Hansberry, Baldwin, and Simone – then and now. On October 5, 2025, partnering with the Village’s Arts & Humanities Advisory Council, the Village will bring acclaimed musician Charenee Wade to perform music inspired by Nina Simone and her contemporaries. Each song will be introduced in this carefully selected tribute, providing the historical importance and/or personal meaning behind the music.

At the conclusion of the Program period, the Village will submit a written report to the County including statistics of the results of the Program. An evaluation will be based on the extent to which objectives of the Program were accomplished.

The goal of the Program is to provide an educational, innovative and inclusive cultural opportunity through community engagement that reflect the values and ideals by which Lorraine Hansberry lived her life.

The County will pay the Village a total amount not to exceed Five Thousand and 00/100 (\$5,000.00) Dollars, payable in full upon execution of the IMA, in accordance with an approved budget.

The Program 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 14, 2025, which is on file with the Clerk of your Honorable Board. Your Committee has reviewed the memorandum and concurs with this conclusion.

Your Committee has been advised that approval of the attached Act requires an affirmative vote of a majority of the members of your Honorable Board. Your Committee has carefully considered this proposed Act authorizing the IMA and recommends its approval.

Dated: _____, 2025

White Plains, New York

COMMITTEE ON:

c/lac/9/18/25

FISCAL IMPACT STATEMENT

SUBJECT: IMA Village of Croton☐ 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 \$ 5,000Total Current Year Revenue \$ -Source of Funds (check one): ☒ Current Appropriations ☐ Transfer of Existing Appropriations☐ Additional Appropriations☐ Other (explain)Identify Accounts: 101-52-2509-5100

Potential Related Operating Budget Expenses: Annual Amount _____

Describe: _____

Potential Related Operating Budget Revenues: Annual Amount _____

Describe: _____

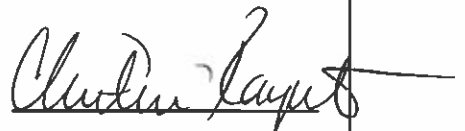
Anticipated Savings to County and/or Impact on Department Operations:

Current Year: _____

Next Four Years: _____

_____Prepared by: Michael DunnTitle: Senior Budget AnalystDepartment: BudgetDate: September 22, 2025

Reviewed By:



Budget Director

Date:

9/22/25

ACT NO. ____-2025

AN ACT authorizing the County to enter into an inter-municipal agreement with the Village of Croton-on-Hudson pursuant to which the Village will provide the cultural program *The Mighty Triumvirate: Hansberry, Baldwin and Simone Program 2025* on October 4, 2025 and October 5, 2025 for an amount not to exceed \$5,000.

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

Section 1. The County of Westchester (“County”), is hereby authorized to enter into an inter-municipal agreement (“IMA”) with the Village of Croton-on-Hudson (the “Village”), pursuant to which the Village shall provide the cultural program *The Mighty Triumvirate: Hansberry, Baldwin and Simone Program 2025* (the “Program”). The Program will operate over a two-day period on October 4, 2025 and October 5, 2025 at the Croton Library and will be free and open to the public. The County will pay the Village a total amount not to exceed Five Thousand and 00/100 (\$5,000.00) Dollars, payable in full upon execution of the IMA, in accordance with an approved budget.

§2. At the conclusion of the Program, the Village shall submit a written report to the County including statistics of the results of the Program.

§3. The Chair of the Board of Legislators or his designee (“Chair”) is hereby authorized to execute and deliver all documents and take such actions as the Chair deems necessary or desirable to accomplish the purposes hereof.

§4. This Act shall take effect immediately.

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

VILLAGE OF CROTON-ON-HUDSON, a New York municipal corporation having an office and principal place of business at 1 Van Wyck Street, Croton-on-Hudson, New York 10520, (hereafter the “Municipality”).

SECOND: The term of this Agreement shall commence retroactively on October 1, 2025 through December 31, 2025, unless terminated earlier pursuant to the provisions of this Agreement.

FOURTH: The Municipality shall, at no additional charge, furnish all labor, services, materials, tools, equipment and other appliances necessary to complete the Services contracted for under this Agreement. It is recognized and understood that in no event shall total payment to the Municipality exceed the not-to-exceed amount set forth above in Section “THIRD” and any other costs for the Program shall be the obligation of the Municipality.

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in Schedule “A” attached hereto and made a part hereof. Evaluations will be based on the extent to which objectives of the Program were accomplished.

In addition to any general audit rights to which the County may be entitled hereunder, the County also reserves the right to audit the Municipality’s performance under this Agreement. Such audit may include requests for documentation, reports or other information which the Chair may, in his/her discretion, deem necessary and appropriate. The County may also make site visits to the location/s where the services to be provided under this Agreement are performed in order to review Municipality’s records, observe the performance of services and/or to conduct interviews of staff and patrons, where appropriate and not otherwise prohibited by law.

SIXTH: The parties recognize and acknowledge that the obligations of the County under this Agreement are subject to annual appropriations by its Board of Legislators pursuant to the Laws of Westchester County. Therefore, this Agreement shall be deemed executory only to the extent of the monies appropriated and available. The County shall have no liability under this Agreement beyond funds appropriated and available for payment pursuant to this Agreement. The parties understand and intend that the obligation of the County hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of the County. The County shall pay amounts due under this Agreement exclusively from legally available funds appropriated for this purpose. The County shall retain the right, upon the occurrence of the adoption of any County Budget by its Board of Legislators during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such County Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein. If the County subsequently offers to pay a reduced amount to the Municipality, then the Municipality shall have the right to terminate this Agreement upon reasonable prior written notice.

This Agreement is also subject to further financial analysis of the impact of any New York State Budget (the “State Budget”) proposed and adopted during the term of this Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to

renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Municipality, then the Municipality shall have the right to terminate this Agreement upon reasonable prior written notice.

SEVENTH: (a) The County, upon ten (10) days' notice to the Municipality, may terminate this Agreement in whole or in part when the County deems it to be in its best interest. In such event, the Municipality shall be compensated and the County shall be liable only for payment for Services already rendered under this Agreement prior to the effective date of termination, and Municipality shall reimburse to the County the amount of the lump-sum payment, pro-rated to the time remaining in the term of this Agreement. Upon receipt of notice that the County is terminating this Agreement in its best interests, the Municipality shall stop Services immediately and incur no further costs in furtherance of this Agreement without the express approval of the Chair, and the Municipality shall direct any approved subcontractors to do the same.

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

(b) In the event the County determines that there has been a material breach by the Municipality of any of the terms of the Agreement and such breach remains uncured for forty-eight (48) hours after service on the Municipality of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this Agreement and the County shall have the right, power and authority to complete the Services provided for in this Agreement, or contract for its completion, and any additional expense or cost of such completion shall be charged to and paid by the Municipality. Without limiting the foregoing, upon written notice to the Municipality, repeated breaches by the Municipality of duties or obligations under this Agreement shall be deemed a material breach of this Agreement justifying termination for cause hereunder without requirement for further opportunity to cure.

EIGHTH: INSURANCE AND INDEMNIFICATION: All personnel and vehicles engaged in the Services shall at all times remain and be deemed the employees and property of the Municipality. The Municipality shall provide proof of insurance as set forth in the insurance requirements of Schedule "B" of this Agreement. Notwithstanding the foregoing, if the Municipality is self-insured for all or a portion of the insurance required by Schedule "B, it may provide proof of such self-insurance in a form acceptable to the County's Director of Risk Management. However, to the extent the Municipality is self-insured and carries excess liability, the County shall be named as an additional insured to that policy.

In addition to, and not in limitation of the insurance requirements set forth in this Agreement, the Municipality agrees:

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

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

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

NINTH: 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.

TENTH: The Municipality shall comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations, including, but not limited to, those applicable to the Municipality as an employer of labor. The Municipality shall further comply, at its own expense, with all applicable rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subcontractors and others employed to render the Services hereunder.

ELEVENTH: The Municipality agrees to defend, indemnify and hold harmless the County for all damages, liabilities, losses and expenses arising out of any claim that a deliverable infringes upon an intellectual property right of a third party.

TWENTH: The Municipality shall not delegate any duties or assign any of its rights under this Agreement without the prior express written consent of the County. The Municipality shall not subcontract any part of the Services without the written consent of the County, subject to any necessary legal approvals. Any purported delegation of duties, assignment of rights or subcontracting of Services under this Agreement without the prior express written consent of the County is void. All subcontracts that have received such prior written consent shall provide that subcontractors are subject to all terms and conditions set forth in this Agreement. It is recognized and understood by the Municipality that for the purposes of this Agreement, all Services performed by a County-approved subcontractor shall be deemed Services performed by the Municipality and the Municipality shall insure that such subcontracted work is subject to the material terms and conditions of this Agreement. All subcontracts for the Services shall expressly reference the subcontractor's duty to comply with the material terms and conditions of this Agreement and shall attach a copy of the County's contract with the Municipality. The Municipality shall obtain a written acknowledgement from the owner and/or chief executive of subcontractor or his/her duly authorized representative that the subcontractor has received a copy of the County's contract, read it and is familiar with the material terms and conditions thereof. The Municipality shall include provisions in its subcontracts designed to ensure that the Municipality and/or its auditor has the right to examine all relevant books, records, documents or electronic data of the subcontractor necessary to review the subcontractor's compliance with the material terms and conditions of this Agreement. For each and every year for which this Agreement continues, the Municipality shall submit to the Commissioner a letter signed by the owner and/or chief executive officer of the Municipality or his/her duly authorized representative certifying that each and every approved subcontractor is in compliance with the material terms and conditions of the Agreement.

THIRTEENTH: 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.

FOURTEENTH: 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.

FIFTEENTH: 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, or sent by facsimile (with acknowledgment received and a copy of the notice sent by registered or certified mail postage pre-paid), as set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt. Notices shall be sent to the following:

To the County: Chair, Westchester County Board of Legislators
Michaelian Office Building
148 Martine Avenue, 8th Floor
White Plains, New York 10601

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

To the Municipality: Village of Croton-on-Hudson
1 Van Wyck Street
Croton-on-Hudson, New York 10520

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

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

SEVENTEENTH: 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.

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

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: All payments made by the County to the Municipality will be made by electronic funds transfer pursuant to the County's Vendor Direct program. The Municipality acknowledges that it is already enrolled in the County's Vendor Direct Program and agrees that if there are changes to the information contained in the authorization forms it will notify the Westchester County Finance Department directly.

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

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

THE COUNTY OF WESTCHESTER

By: _____
Name: Vedat Gashi
Title: Chair of the Board of Legislators

THE VILLAGE OF CROTON-ON-HUDSON

By: _____
Name:
Title:

Authorized by the Westchester County Board of Legislators by Act No. _____ duly adopted on the
day of _____, 2025.

Authorized by the Village Board of the Village of Croton-on-Hudson on the _____ day of _____,
2025.

Approved:

Associate County Attorney
The County of Westchester

DRAFT

ACKNOWLEDGMENT

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

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

Date: _____

Notary Public

CERTIFICATE OF AUTHORITY
(Municipality)

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

(Name of Municipality)

(the "Municipality") a corporation duly organized in good standing under the

(Law under which organized, e.g., the New York Village Law, Village Law, General Municipal Law)

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

who signed said agreement on behalf of the Municipality was, at the time of execution

(Title of such person),

that said agreement was duly signed for on behalf of said Municipality by authority of its

(Village Board, Village Board, Municipality Council)

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

(Signature)

STATE OF NEW YORK)

ss.:

COUNTY OF WESTCHESTER)

On this _____ day of _____, 2025, before me personally came _____
_____ whose signature appears above, to me known, and know to be the
_____ of _____,
(title)

the municipal corporation described in and which executed the above certificate, who being by
me duly sworn did depose and say that he, the said _____
resides at _____, and that he is
the _____ of said municipal corporation.
(title)

Notary Public

SCHEDULE “A”

Insert Scope and Budget

DRAFT

SCHEDULE "B"
STANDARD INSURANCE PROVISIONS
(Municipality)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. All policies of the 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.