

# Infrastructure & Housing Meeting Agenda



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

Committee Chair: Shanae Williams

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**Monday, July 13, 2026**

**10:00 AM**

**Committee Room**

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**Joint with B&A and S&Y**

## CALL TO ORDER

Please note: Meetings of the Board of Legislators and its committees are held at the Michaelian Office Building, 148 Martine Avenue, 8th Floor, White Plains, New York, 10601, and livestreamed via the WebEx video conferencing system. Legislators may participate in person or via Webex. Members of the public may attend meetings in person at any of its locations, or view the meeting and its video recording online on the Westchester County Legislature's website: <https://westchestercountyny.legistar.com/>. This website also provides the links to documents to be discussed at a given meeting.

## MINUTES APPROVAL

June 29, 2026 10 AM

## I. ITEMS FOR DISCUSSION

1. [2026-301](#) **BOND ACT-RTB11-Tibbetts Brook Park Pool Rehabilitation**

A BOND ACT authorizing the issuance of EIGHT HUNDRED THOUSAND (\$800,000) DOLLARS in bonds of Westchester County to finance Capital Project RTB11 - Tibbetts Brook Park Pool Rehabilitation.

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

Guests: Parks Department, Acting Commissioner Peter Tartaglia and Rob Lopane

2. [2026-316](#) **BOND ACT-BPL26-3098-Flood Mitigation-Powderhorn Road, Ardsley**

A BOND ACT authorizing the issuance of FIVE HUNDRED FIFTY THOUSAND (\$550,000) DOLLARS in bonds of Westchester County to finance Capital Project BPL26 - Flood Mitigation.

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

Planning Department: Melissa Rotini - Deputy Commissioner, David Kvinge - Assistant Commissioner, Matt Castro - Chief Planner

**3. [2026-317](#) ACT-Amend Stormwater Reconnaissance Plan**

AN ACT authorizing the County of Westchester to amend the Storm Water Reconnaissance Plan for the Saw Mill and Pocantico Rivers, adopted by Act No. 120-2014 on June 17, 2014, to add flood problem areas designated by the Village of Ardsley and a study conducted by the Village of Hastings-on-Hudson in compliance with Article III-A of the Westchester County Storm Water Management Law.

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

Planning Department: Melissa Rotini - Deputy Commissioner, David Kvinge - Assistant Commissioner, Matt Castro - Chief Planner

**4. [2026-318](#) IMA-Flood Mitigation-BPL26-3098-Ardsley**

AN ACT authorizing the County of Westchester to enter into an intermunicipal agreement with the Village of Ardsley in connection with a flood mitigation project (Capital Project BPL26 (Unique ID:3098)).

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

Planning Department: Melissa Rotini - Deputy Commissioner, David Kvinge - Assistant Commissioner, Matt Castro - Chief Planner

**II. OTHER BUSINESS****III. RECEIVE & FILE****1. [2026-309](#) CLERK OF THE BOARD - Village of Briarcliff Manor Request to Join Saw Mill Sewer District**

Forwarding a Resolution from the Village of Briarcliff Manor to add a parcel to the Saw Mill Sewer District - 398 South State Road.

**COMMITTEE REFERRAL: COMMITTEE ON INFRASTRUCTURE & HOUSING**

**ADJOURNMENT**



Kenneth W. Jenkins  
Westchester County Executive

Date: June 15, 2026

To: The Honorable Members of the Board of Legislators

From: Kenneth W. Jenkins, Westchester County Executive

RE: Bond act for capital project RTB11 – Tibbetts Brook Park Pool Rehabilitation

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Transmitted herewith for your review and approval is a bond act (the “Bond Act”), which, if adopted, would authorize the County of Westchester (the “County”) to issue bonds in the amount of \$800,000.00 to finance the following capital project:

RTB11 – Tibbetts Brook Park Pool Rehabilitation (“RTB11”).

The Bond Act, in the amount of \$800,000.00, would finance the design of the rehabilitation of the Tibbetts Brook Park Swimming Pool Facility (the “Pool Facility”), including associated site improvements and supporting infrastructure upgrades.

The Department of Parks, Recreation and Conservation (the “Department”) has advised that the Pool Facility is experiencing ongoing operational, structural, and infrastructure deficiencies requiring comprehensive investigation, design, rehabilitation, and modernization. The project will include the repair, resurfacing, and/or replacement of pool decks, walls, tiling, coping, aquatic playground features, water play equipment, water slides, filtration and water treatment systems, electrical and pump control systems, chlorine storage systems, and other related infrastructure. Additional improvements may include upgrades to site lighting, perimeter fencing, security systems, Wi-Fi, utilities, landscaping, accessibility features, and other related improvements necessary to ensure the safe, efficient, and long-term operation of the Pool Facility.

Following bonding authorization, design will be scheduled and is anticipated to take 15 months to complete. It is anticipated that the design work will be completed by consultants. It is estimated that construction will take 18 months to complete and will begin after award and execution of the construction contracts.

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

KWJ/KO/RL/mcz  
Attachment

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

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

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

Your Committee is in receipt of a transmittal from the County Executive recommending approval by the County of Westchester (“County”) of a bond act (“Bond Act”) in the amount of \$800,000.00 to finance capital project RTB11 – Tibbetts Brook Park Pool Rehabilitation (“RTB11”). The Bond Act, which was prepared by the law firm Hawkins Delafield & Wood LLP, will finance the design of the rehabilitation of the Tibbetts Brook Park Swimming Pool Facility (the “Pool Facility”), including associated site improvements and supporting infrastructure upgrades.

The Department of Parks, Recreation and Conservation (the “Department”) has advised that the Pool Facility is experiencing ongoing operational, structural, and infrastructure deficiencies requiring comprehensive investigation, design, rehabilitation, and modernization. The project will include the repair, resurfacing, and/or replacement of pool decks, walls, tiling, coping, aquatic playground features, water play equipment, water slides, filtration and water treatment systems, electrical and pump control systems, chlorine storage systems, and other related infrastructure. Additional improvements may include upgrades to site lighting, perimeter fencing, security systems, Wi-Fi, utilities, landscaping, accessibility features, and other related improvements necessary to ensure the safe, efficient, and long-term operation of the Pool Facility.

Following bonding authorization, design will be scheduled and is anticipated to take 15 months to complete. It is anticipated that the design work will be completed by consultants. It is

estimated that construction will take 18 months to complete and will begin after award and execution of the construction contracts.

The Planning Department has advised your Committee that based on its review, RTB11 may be classified as a Type “II” action pursuant to the State Environmental Quality Review Act (“SEQR”) and its implementing regulations, 6 NYCRR Part 617. Therefore, no environmental review is required. Your Committee has reviewed the annexed SEQR documentation and concurs with this recommendation.

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

Dated: \_\_\_\_\_, 20\_\_\_\_  
White Plains, New York

**COMMITTEE ON**

c/mcz/6.15.26

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

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



DATE: June 4, 2026

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT  
RTB11 TIBBETT'S BROOK PARK POOL REHABILITATION**

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**PROJECT/ACTION:** Per Capital Project Fact Sheet as approved by the Planning Department on 05/18/2026 (Unique ID: 3223)

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

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

DSK/oav

cc: Emily Saltzman, Director of Operations  
Paula Friedman, Assistant to the County Executive  
Tami Altschiller, Assistant Chief Deputy County Attorney  
Dianne Vanadia, Associate Budget Director  
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  
Matthew Castro, Chief Planner  
Claudia Maxwell, Principal Environmental Planner

ACT NO. -20\_\_\_\_\_

BOND ACT AUTHORIZING THE ISSUANCE OF \$800,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE DESIGN OF THE REHABILITATION OF THE TIBBETTS BROOK PARK SWIMMING POOL FACILITY, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$800,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$800,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted \_\_\_\_\_, 20\_\_\_\_\_) )

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

Section 1. Pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the "Law"), the Westchester County Administrative Code, being Chapter 852 of the Laws of 1948, as amended, and to the provisions of other laws applicable thereto, \$800,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the design of the rehabilitation of the Tibbetts Brook Park Swimming Pool Facility including associated site improvements and supporting infrastructure upgrades, all as set forth in the County's Current Year Capital Budget, as amended. To the extent that the details set forth in this act are inconsistent with any details set forth in the Current Year Capital Budget of the County, such Budget shall be deemed and is hereby amended. The estimated maximum cost of said specific object or purpose, including

preliminary costs and costs incidental thereto and the financing thereof is \$800,000. The plan of financing includes the issuance of \$800,000 bonds herein authorized; and any bond anticipation notes issued in anticipation of the sale of such bonds and the levy of a tax to pay the principal of and interest on said bonds and notes.

Section 2. The period of probable usefulness of the specific object or purpose for which said \$800,000 bonds authorized by this Act are to be issued, within the limitations of Section 11.00 a. 62 of the Law, is five (5) years;

Section 3. Current funds are not required to be provided as a down payment pursuant to Section 107.00 d. 9. of the Law prior to issuance of the bonds authorized herein, or any bond anticipation notes issued in anticipation of the sale of such bonds. The County intends to finance, on an interim basis, the costs or a portion of the costs of said improvements for which bonds are herein authorized, which costs are reasonably expected to be reimbursed with the proceeds of debt to be incurred by the County, pursuant to this Act, in the maximum amount of \$800,000. 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 \$800,000 as the estimated maximum cost of the aforesaid specific object or purpose is hereby approved.

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

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

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

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

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

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

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

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

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

\* \* \*

LEGAL NOTICE

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

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

ACT NO. \_\_\_\_\_-20\_\_\_\_\_

BOND ACT AUTHORIZING THE ISSUANCE OF \$800,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE DESIGN OF THE REHABILITATION OF THE TIBBETTS BROOK PARK SWIMMING POOL FACILITY, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$800,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$800,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (adopted on \_\_\_\_\_, 20\_\_\_\_)

object or purpose: to finance the design of the rehabilitation of the Tibbetts Brook Park Swimming Pool Facility including associated site improvements and supporting infrastructure upgrades, all as set forth in the County's Current Year Capital Budget, as amended.

amount of obligations to be issued:

and period of probable usefulness: \$800,000; five (5) years

Dated: \_\_\_\_\_, 20\_\_\_\_  
White Plains, New York

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

# FISCAL IMPACT STATEMENT

<b>CAPITAL PROJECT #:</b> _____	<b>NO FISCAL IMPACT PROJECTED</b>	
<b>SECTION A - CAPITAL BUDGET IMPACT</b> To be completed by Budget		
GENERAL FUND	AIRPORT FUND	SPECIAL DISTRICTS FUND
<b>Source of County Funds (check one):</b>		CURRENT APPROPRIATIONS
		CAPITAL BUDGET AMENDMENT
<b>SECTION B - BONDING AUTHORIZATIONS</b> To be completed by Finance		
<b>Total Principal:</b>	<b>PPU:</b>	<b>Anticipated Interest Rate:</b>
<b>Anticipated Annual Cost</b> (Principal and Interest):		
<b>Total Debt Service</b> (Annual cost x Term):		
<b>Finance Department:</b>		
<b>SECTION C - IMPACT ON OPERATING BUDGET</b> (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):		
_____		
_____		
<b>SECTION D - Employment</b> As per federal guidelines, each \$92,000 of appropriation funds one FTE Job		
<b>Number of Full Time Equivalent (FTE) Jobs Funded:</b> _____		
<b>Prepared by:</b> _____	<b>Approved By:</b> _____	
<b>Title:</b> _____	<b>Budget Director</b>	
<b>Department:</b> _____	<b>Date:</b> _____	
<b>Date:</b> _____		



Kenneth W. Jenkins  
County Executive

Date: June 29, 2026

To: The Honorable Members of the Board of Legislators

From: Kenneth W. Jenkins, County Executive

RE: Acts For Capital Project BPL26 – Flood Mitigation (Powderhorn Road – Village of Ardsley)

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Transmitted herewith for your review and approval is a bond act (the “Bond Act”), which, if adopted by your Honorable Board, would authorize the County of Westchester (the “County”) to issue up to \$550,000.00 in bonds of the County to finance a component of capital project BPL26 – Flood Mitigation (“BPL26”).

Also attached are two acts of the County, as follows: a.) one act (the “Plan Amendment Act”) authorizing the County to amend the Storm Water Reconnaissance Plan for the Saw Mill and Pocantico Rivers (the “Plan”), adopted by your Honorable Board by Act No. 120 – 2014 on June 17, 2014, to add flood problem areas designated by the Village of Ardsley (“Ardsley”) and a study conducted by the Village of Hastings-on-Hudson; and b.) one act authorizing the County to enter into an intermunicipal agreement (“IMA”) with Ardsley, setting forth the terms of the flood mitigation project (the “Project”).

The Bond Act, in the amount of \$550,000.00, would finance the County’s share of the cost of the Project in Ardsley. The Bond Act would finance the construction of new storm water infrastructure to reduce flooding on residential properties along Powderhorn Road and Captain Honeywells Road (the “Properties”) located in Ardsley, as well as related County administrative costs.

The Department of Planning (the “Department”) has advised that the Project will address significant recurring flooding on the Properties, as well as in the Properties’ immediate vicinity.

Design for this Project has been completed by a consultant retained by Ardsley. The Department estimates that the Project’s construction phase will take no more than one year to complete and will begin after award and execution of the construction contracts.

In 2011, your Honorable Board enacted the Westchester County Storm Water Management Law (“SWML”) to assist municipalities with storm water management (flood mitigation). See Laws of Westchester County (“LWC”) Chapter 241, Article III-A, Section 241.252 – 241.260. The SWML provides for the evaluation of flooding within the County through the preparation of watershed reconnaissance plans, and the SWML authorizes County cooperation with municipalities, including funding assistance, to improve storm water management and reduce flooding.

The Properties are located within areas designated as flood hazard areas by the Federal Emergency Management Agency, but are not currently shown on the flooding or storm water maps included in the Plan. Under LWC Section 241.256, a property must be shown on its associated reconnaissance plan to qualify for County funding as a Storm Water Management Project (defined in LWC Section 241.254(13)). Authority is therefore requested to approve the Plan Amendment Act to add the flood problem areas designated by Ardsley and the study conducted by the Village of Hastings-on-Hudson, which together include the Properties. The Plan Amendment Act is necessary for the Project to be eligible for County funding under the SWML.

The proposed IMA sets forth the responsibilities of the County and Ardsley in connection with the Project. Under the proposed IMA, Ardsley will grant the County a non-exclusive easement(s) for those portions of Ardsley’s property upon which the Project will be located (the “Right-of-Way”). The easements are necessary to carry out the work needed to complete the Project, and to create a financeable property interest for the issuance of the County bonds. The IMA will run coterminous with the life of the bonds. Ardsley will construct, operate, maintain, repair, replace, inspect, or restore the Project. The proposed IMA also requires Ardsley to adopt regulations and policies consistent with the flood mitigation criteria adopted by the County.

In accordance with the IMA, the County will reimburse up to fifty percent of the eligible expenses based upon the total cost of the Project, which is estimated to be \$1,030,000.00. The County will pay to Ardsley, on a reimbursement basis, an amount not to exceed \$515,000.00, noting that the remaining \$35,000.00 will be used to finance County administrative costs. Ardsley will be solely responsible for any additional amount beyond the total cost of the Project. Following construction, Ardsley will be responsible for the operation, maintenance, scheduling, and security of the Right-of-Way and the Project at its expense. The term of the IMA will commence retroactively on June 1, 2026 and will continue for a period at least equal to the life of any County bonds issued to fund the Project, which is estimated to be forty years pursuant to the Local Finance Law.

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

It should also be noted that since BPL26 is a “general fund” project, specific components are subject to a capital budget amendment. Section 1 of the Bond Act authorizes an amendment to the County’s capital budget to the extent the Project scope is inconsistent with any details set forth in the current capital budget. Accordingly, the Bond Act, in addition to authorizing the issuance of bonds for this Project, will also amend the current-year capital budget to reflect the specific location of this Project component.

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

Based on the importance of this Project to the County, favorable action on the annexed proposed acts is respectfully requested from your Honorable Board.

KWJ/BPL/DK/MR/mcz

Attachments

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

Your Committee is in receipt of a transmittal from the County Executive recommending approval of a bond act (the “Bond Act”), prepared by the law firm Hawkins, Delafield & Wood LLP, which, if adopted by your Honorable Board, would authorize the County of Westchester (the “County”) to issue up to \$550,000.00 in bonds of the County to finance a component of capital project BPL26 – Flood Mitigation (“BPL26”).

Also attached are two acts of the County, as follows: a.) one act (the “Plan Amendment Act”) authorizing the County to amend the Storm Water Reconnaissance Plan for the Saw Mill and Pocantico Rivers (the “Plan”), adopted by your Honorable Board by Act No. 120 – 2014 on June 17, 2014, to add flood problem areas designated by the Village of Ardsley (“Ardsley”) and a study conducted by the Village of Hastings-on-Hudson; and b.) one act authorizing the County to enter into an intermunicipal agreement (“IMA”) with Ardsley, setting forth the terms of the flood mitigation project (the “Project”).

Your Committee is advised that the Bond Act, in the amount of \$550,000.00, would finance the County’s share of the cost of the Project in Ardsley. The Bond Act would finance the construction of new storm water infrastructure to reduce flooding on residential properties along Powderhorn Road and Captain Honeywells Road (the “Properties”) located in Ardsley, as well as related County administrative costs.

The Department of Planning (the “Department”) has advised that the Project will address significant recurring flooding on the Properties, as well as in the Properties’ immediate vicinity.

Design for this Project has been completed by a consultant retained by Ardsley. The Department estimates that the Project’s construction phase will take no more than one year to complete and will begin after award and execution of the construction contracts.

Your Committee is further advised that in 2011, your Honorable Board enacted the Westchester County Storm Water Management Law (“SWML”) to assist municipalities with storm water management (flood mitigation). See Laws of Westchester County (“LWC”) Chapter 241, Article III-A, Section 241.252 – 241.260. The SWML provides for the evaluation of flooding within the County through the preparation of watershed reconnaissance plans, and the SWML authorizes County cooperation with municipalities, including funding assistance, to improve storm water management and reduce flooding.

The Properties are located within areas designated as flood hazard areas by the Federal Emergency Management Agency, but are not currently shown on the flooding or storm water maps included in the Plan. Under LWC Section 241.256, a property must be shown on its associated reconnaissance plan to qualify for County funding as a Storm Water Management Project (defined in LWC Section 241.254(13)). Authority is therefore requested to approve the Plan Amendment Act to add the flood problem areas designated by Ardsley and the study conducted by the Village of Hastings-on-Hudson, which together include the Properties. The Plan Amendment Act is necessary for the Project to be eligible for County funding under the SWML.

The proposed IMA sets forth the responsibilities of the County and Ardsley in connection with the Project. Under the proposed IMA, Ardsley will grant the County a non-exclusive easement(s) for those portions of Ardsley’s property upon which the Project will be located (the “Right-of-Way”). The easements are necessary to carry out the work needed to complete the Project, and to create a financeable property interest for the issuance of the County bonds. The IMA will run coterminous with the life of the bonds. Ardsley will construct, operate, maintain, repair, replace, inspect, or restore the Project. The proposed IMA also requires Ardsley to adopt regulations and policies consistent with the flood mitigation criteria adopted by the County.

In accordance with the IMA, the County will reimburse up to fifty percent of the eligible expenses based upon the total cost of the Project, which is estimated to be \$1,030,000.00. The County will pay to Ardsley, on a reimbursement basis, an amount not to exceed \$515,000.00, noting that the remaining \$35,000.00 will be used to finance County administrative costs. Ardsley will be solely responsible for any additional amount beyond the total cost of the Project. Following construction, Ardsley will be responsible for the operation, maintenance, scheduling, and security of the Right-of-Way and the Project at its expense. The term of the IMA will commence retroactively on June 1, 2026 and will continue for a period at least equal to the life of any County

bonds issued to fund the Project, which is estimated to be forty years pursuant to the Local Finance Law.

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

It should also be noted that since BPL26 is a “general fund” project, specific components are subject to a capital budget amendment. Section 1 of the Bond Act authorizes an amendment to the County’s capital budget to the extent the Project scope is inconsistent with any details set forth in the current capital budget. Accordingly, the Bond Act, in addition to authorizing the issuance of bonds for this Project, will also amend the current-year capital budget to reflect the specific location of this Project component.

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

The Planning Department has advised your Committee that based on its review, the Project may be classified as an “Unlisted” action under the State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617 (“SEQR”). The Ardsley Board of Trustees, as lead agency, prepared a short Environmental Assessment Form and issued a Negative Declaration for the Project. Since Ardsley undertook coordinated review and the County was included as an involved agency, in accordance with SEQR Section 617.6(b)(3), no further environmental review is required by the County.

Please note that an affirmative vote of two-thirds of the members of your Honorable Board is required in order to adopt the Bond Act, while a simple majority of the voting strength of your Honorable Board is required to adopt the IMA Act.

Based on the importance of this Project to the County, your Committee recommends favorable action on the annexed proposed acts.

Dated: \_\_\_\_\_, 2026  
White Plains, New York

**COMMITTEE ON**

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

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



DATE: June 26, 2026

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT  
BPL26 FLOOD MITIGATION – POWDERHORN ROAD (VILLAGE OF  
ARDSLEY)**

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The Planning Department has reviewed the above referenced capital project (Fact Sheet Unique ID: 3098) with respect to the State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617 (SEQR).

Pursuant to SEQR, the Village of Ardsley classified this project as an Unlisted action. On November 29, 2025, the Village Board of Trustees circulated a notice of intent to serve as lead agency and circulated Part 1 of a short Environmental Assessment Form. On February 2, 2026, the Village Board issued a Negative Declaration for the project. Since the Village undertook coordinated review and the County of Westchester was included as an involved agency, then, in accordance with section 617.6(b)(3), no further environmental review is required by the County.

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

DSK/oav

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

## BPL26 Flood Mitigation

### FIVE YEAR CAPITAL PROGRAM (in thousands)

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

### Project Description

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

**This 2025 Capital Budget Amendment to BPL26 is for \$550,000 for the Powder Horn Road Stormwater Improvements in the Village of Ardsley. The project has been reviewed and approved by the County Stormwater Advisory Board.**

### Appropriation Requests

2009: \$5,400,000 for Flood Mitigation of County facilities.

2012: \$5,000,000 for Flood mitigation.

2013: \$5,000,000 for Flood mitigation.

2015: \$150,000 for Flood mitigation.

2016: \$5,000,000 for Flood mitigation.

2021: \$200,000 for Flood mitigation.

2022: \$11,000,000 for Flood mitigation.

2023: \$17,500,000 for Flood mitigation

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

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

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

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

**Justification**

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

**Consistency with Programs or Plans**

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

**Planning Board Recommendations**

The Planning Board recommends this 2025 Capital Budget Amendment for Powder Horn Road Stormwater Improvements in the Village of Ardsley per resolution number 25-28 signed on the following date: 11-5-25. The Planning Board designates this project as **PL2**.

**Comments**

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

ACT NO. -20\_\_\_\_\_

BOND ACT AUTHORIZING THE ISSUANCE OF \$550,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COUNTY’S SHARE OF THE COST OF A FLOOD MITIGATION PROJECT IN THE VILLAGE OF ARDSLEY, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$550,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$550,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS (Adopted \_\_\_\_\_, 20\_\_\_\_)

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

Section 1. Pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the “Law”), the Westchester County Administrative Code, being Chapter 852 of the Laws of 1948, as amended, an Intermunicipal Agreement between the County and the Village of Ardsley, and the provisions of other laws applicable thereto, \$550,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the County’s share of the cost of a flood mitigation project to reduce flooding on residential properties along Powderhorn Road and Captain Honeywells Road, in the Village of Ardsley, 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 the County's share of said specific object or purpose, including preliminary costs and costs incidental thereto and the financing thereof is \$550,000. The plan of financing includes the issuance of \$550,000 bonds herein authorized, and any bond anticipation notes issued in anticipation of the sale of such bonds, and the levy of a tax to pay the principal of and interest on said bonds and notes.

Section 2. The period of probable usefulness of said specific object or purpose, within the limitations of Section 11.00 a. 4 of the Law, is forty (40) years;

Section 3. Current funds are not required to be provided as a down payment pursuant to Section 107.00 d. 9. of the Law prior to issuance of the bonds authorized herein, or any bond anticipation notes issued in anticipation of the sale of such bonds. The County intends to finance, on an interim basis, the costs or a portion of the costs of said improvements for which bonds are herein authorized, which costs are reasonably expected to be reimbursed with the proceeds of debt to be incurred by the County, pursuant to this Act, in the maximum amount of \$550,000. 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 \$550,000 as the estimated maximum cost of the aforesaid specific object or purpose is hereby approved.

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

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

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

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

- a) such obligations are authorized for an object or purpose for which the County is not authorized to expend money, or
- b) the provisions of law which should be complied with at the date of the publication of this Act or a summary hereof, are not substantially complied with, and an action, suit or proceeding contesting such validity, is commenced within twenty days after the date of such publication, or
- c) such obligations are authorized in violation of the provisions of the Constitution.

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

\* \* \*

LEGAL NOTICE

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

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

ACT NO. \_\_\_\_\_-20\_\_\_\_\_

BOND ACT AUTHORIZING THE ISSUANCE OF \$550,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COUNTY'S SHARE OF THE COST OF A FLOOD MITIGATION PROJECT IN THE VILLAGE OF ARDSLEY, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$550,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$550,000 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 County's share of the cost of a flood mitigation project to reduce flooding on residential properties along Powderhorn Road and Captain Honeywells Road, in the Village of Ardsley, as set forth in the County's Current Year Capital Budget, as amended.

Amount of obligations to be issued  
and period of probable usefulness: \$550,000; forty (40) years

Dated: \_\_\_\_\_, 20\_\_\_\_  
White Plains, New York

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

# FISCAL IMPACT STATEMENT

<b>CAPITAL PROJECT #:</b> _____	<b>NO FISCAL IMPACT PROJECTED</b>	
<b>SECTION A - CAPITAL BUDGET IMPACT</b> To be completed by Budget		
GENERAL FUND	AIRPORT FUND	SPECIAL DISTRICTS FUND
<b>Source of County Funds (check one):</b>		CURRENT APPROPRIATIONS
		CAPITAL BUDGET AMENDMENT
<b>SECTION B - BONDING AUTHORIZATIONS</b> To be completed by Finance		
<b>Total Principal:</b>	<b>PPU:</b>	<b>Anticipated Interest Rate:</b>
<b>Anticipated Annual Cost (Principal and Interest):</b>		
<b>Total Debt Service (Annual cost x Term):</b>		
<b>Finance Department:</b>		
<b>SECTION C - IMPACT ON OPERATING BUDGET (exclusive of debt service)</b> 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):		
_____		
_____		
<b>SECTION D - Employment</b> As per federal guidelines, each \$92,000 of appropriation funds one FTE Job		
<b>Number of Full Time Equivalent (FTE) Jobs Funded:</b> _____		
<b>Prepared by:</b> _____	<b>Approved By:</b> _____	
<b>Title:</b> _____	<b>Budget Director</b>	
<b>Department:</b> _____	<b>Date:</b> _____	
<b>Date:</b> _____		

**AN ACT** authorizing the County of Westchester to amend the Storm Water Reconnaissance Plan for the Saw Mill and Pocantico Rivers, adopted by Act No. 120 – 2014 on June 17, 2014, to add flood problem areas designated by the Village of Ardsley and a study conducted by the Village of Hastings-on-Hudson in compliance with Article III-A of the Westchester County Storm Water Management Law.

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

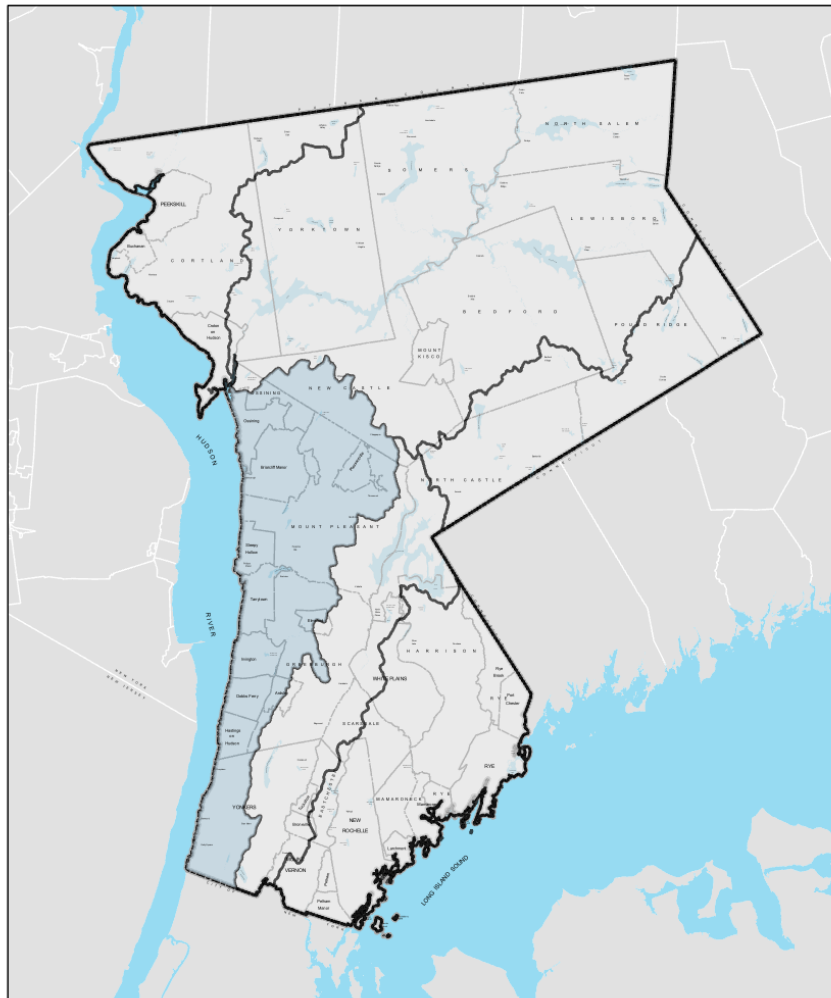
**Section 1.** This Board hereby approves an amendment annexed hereto to the Storm Water Reconnaissance Plan prepared for the Saw Mill and Pocantico Rivers, adopted by Act No. 120 – 2014 on June 17, 2014, to add flood problem areas designated by the Village of Ardsley and a study conducted by the Village of Hastings-on-Hudson in compliance with Article III-A of the Westchester County Storm Water Management Law.

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

**§3.** This Act shall take effect immediately.

**Amendments to the  
Stormwater Reconnaissance Plan for the  
Saw Mill River - Pocantico River Watershed  
Westchester County, New York**

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



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

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# 1. OVERVIEW

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

## **2. ADDITIONAL STUDIES**

**STUDY NAME AND LOCATION:** Hastings Flood Study 2023 – Phase I, Village Wide

**MUNICIPALITY:** Village of Hastings-On-Hudson

**STUDY AREA:** Village Wide

**DATE OF STUDY:** November 2023

**STUDY PREPARER:** James J. Hahn Engineering

### **STUDY DESCRIPTION:**

The study, prepared by James J. Hahn Engineering, analyzes the Village’s watersheds and watercourses, identifies and evaluates flood prone areas, and provides recommendations to mitigate flood conditions. Topographic data from Westchester County GIS, NRCS soil surveys, and aerial imagery were utilized to determine watershed boundaries, flow paths, curve numbers and other variables required for hydrologic analysis. The Village also identified recurring flood problem areas, which were compiled and analyzed via GPS technology along with existing drainage maps to understand channel sizes and capacities. Twenty-one flood areas are identified in the report. However, conceptual plans and cost estimates were only included for the three highest priority projects. The report notes the need for more detailed information and modeling to fully evaluate the causes of flooding and propose potential projects with adequate detail to evaluate costs and prioritize projects. Improvements were recommended starting downstream to upstream. The proposed projects were not analyzed for their downstream effects and flood areas will require further study to determine possible mitigation strategies.

### **ANALYSIS RESULTS:**

The report recommends several actions to alleviate or mitigate flooding throughout the village. The recommendations below highlight the need for additional data collection, modeling and project development.

1. Update the drainage infrastructure mapping. This includes the location and elevation of all drainage structures, piping, and outlets. This should be completed by a New York State Licensed Land Surveyor and will require coordination with the Village Department of Public Works. This will also require outfalls along the Hudson River and tidal information.
2. Closed circuit television (CCTV) pipes and structures necessary to complete drainage infrastructure map.
3. Survey centerline profile of brooks and watercourses. At this time this appears necessary for Shecklers Brook, Boutilliers Brook, Zinsser Brook, and Billie Burke Brook.

4. Locate outfalls along the Hudson River. Coordination between entities to access properties and/ or obtain information (e.g., other municipalities, schools, Metro North, private property owners).
5. Update the Village Watershed Map based on an updated drainage map.

Prepare Hydrologic Engineering Center' s River Analysis System (HEC-RAS) model for Shecklers Brook, Boutilliers Brook, Zinsser Brook, and Billie Burke Brook.

- a. Identify flooding locations for various storm events.
  - b. Determine design storm event requirements.
  - c. Determine culvert or channel sizing for undersized sections of brook.
6. Update the list of drainage projects and add additional sites as needed. Separate them based on size, scope, and cost. Complete cost- benefit analysis if needed.
  7. Review results of Phase II and Phase III with the Village. Determine which projects to complete at that time and how to phase.
  8. Complete site-specific projects as described when funding becomes available.
  9. Identify and apply for grant funding and opportunities.
  10. Develop minimum standards for development and public improvements for use by the Village Department of Public Works and Building Department. For example, the Village has numerous 6- or 8-inch pipe. These pipes are categorically too small to convey stormwater and due to their size, clog more easily and require more maintenance than larger pipes.
  11. Continue stormwater requirements of the 100-year storm event for new development and redevelopment projects. Standard and Green infrastructure projects should be encouraged where possible.
  12. Add stormwater projects to the list as they arise.
  13. CCTV has been performed for many culverts and pipes in the Village. These inspections should be listed with the date of each inspection. Annual CCTV should continue for critical culverts and piping as determined by Village DPW.
  14. Complete a full topographic survey of projects that may be “shovel ready.”

## COUNTY COMMENTS

The study describes flood problem areas in the municipality and utilizes methodology and data promoted by the County to address flooding. The study includes proposed projects that appear practical and will address flooding. Such projects will require additional technical review at the

time applications for funding assistance are submitted. However, as indicated in the study, a significant amount of additional data and analysis is required to more fully develop proposed projects, identify project costs, and evaluate priorities. The County is undertaking watershed plans to address flooding, water quality, and other issues. The data, analysis results, and recommendations of this study should be incorporated into the scope of work for the Saw Mill and Pocantico Rivers Watershed.

### 3. ADDITIONAL FLOOD PROBLEM AREAS

**Map Area ID:** ARD-6

**Municipality:** ARDSLEY

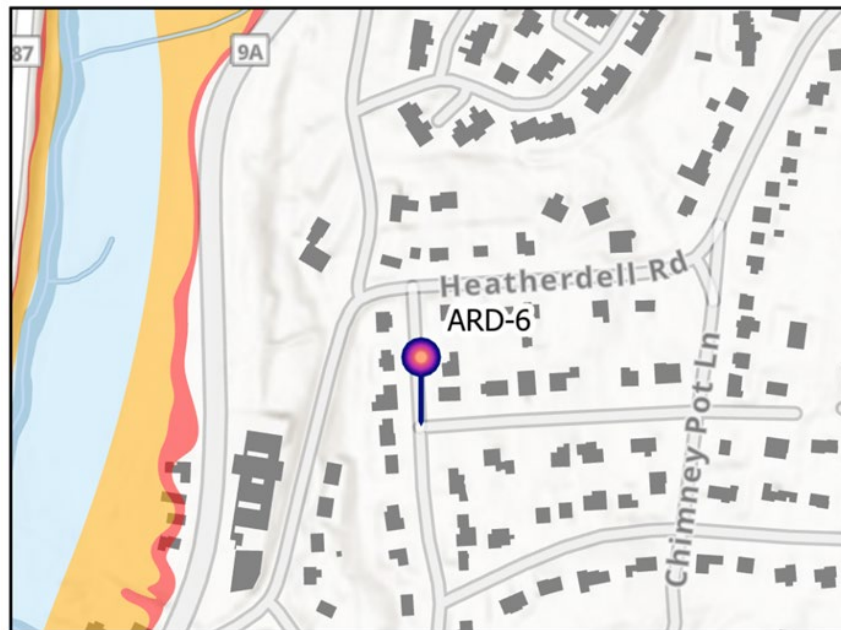
**General Location:** Captain Honeywells Road and Powderhorn Road between Chimney Pot Lane and Revolutionary Road

**Nearest Watercourse or Waterbody:** Saw Mill River

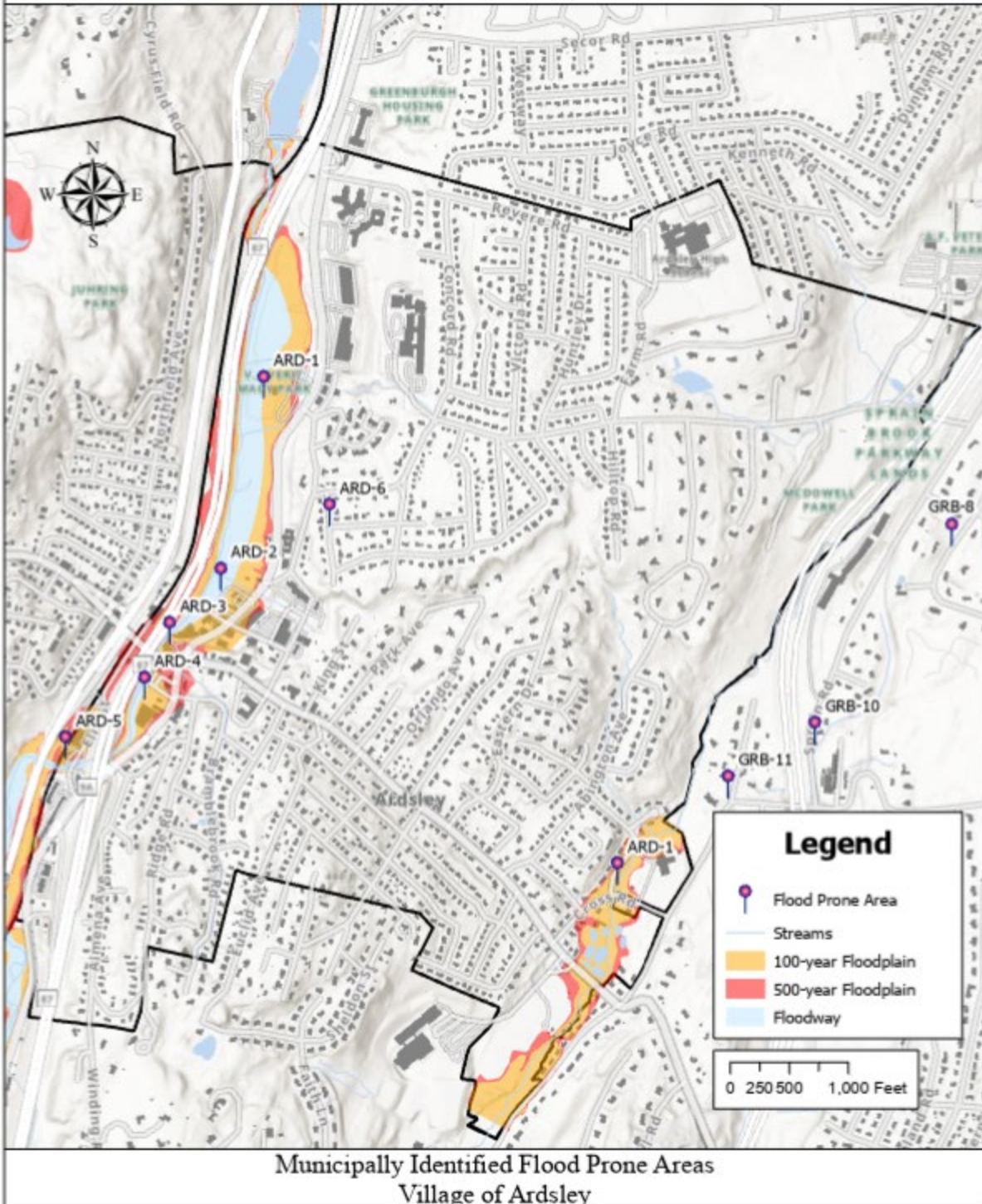
**Associated Study/Report:** None

**Evaluation Score:** Medium

**General Description of Flooding:** The Powderhorn Road and Captain Honeywell Road area in the Village of Ardsley has experienced reoccurring flooding during moderate to heavy rainfall events. Recent severe storms in 2022 and 2024 led to repeated roadway damage, closures and public safety concerns in the immediate vicinity as well as downstream along Saw Mill River Road (Route 9). This area is located within the natural drainage pattern to the Saw Mill River and is vulnerable due to undersized stormwater infrastructure and increased runoff from surrounding developments and intense rainfall events. Local observations and maintenance reports suggest flood depths of at least 6-12 inches during storms at or above the 10-year storm event. The volume of stormwater runoff in such storms has resulted in severe erosion, exposing residential building foundations and causing repeated flooding of numerous residences in the neighborhood and resulting in sedimentation of storm sewer infrastructure and watercourses downstream, all of which combine to exacerbate flooding in the area.



SAW MILL AND POCANTICO RIVERS - LOWER HUDSON AREA



AN ACT authorizing the County of Westchester to enter into an intermunicipal agreement with the Village of Ardsley in connection with a flood mitigation project (Capital Project BPL26 (Unique ID: 3098)).

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

**Section 1.** The County of Westchester (the “County”) is hereby authorized to enter into an intermunicipal agreement (“IMA”) with the Village of Ardsley (“Ardsley”), in substantially the form attached hereto, in connection with a flood mitigation project on residential properties along Powderhorn Road and Captain Honeywells Road located in Ardsley, pursuant to capital project BPL26 – Flood Mitigation (the “Project”).

**§2.** The County shall reimburse up to fifty (50) percent of the eligible expenses based on the total cost of the Project, which is estimated to be \$1,030,000.00. The County shall pay to Ardsley, on a reimbursement basis, an amount not to exceed \$515,000.00. Ardsley shall be solely responsible for any additional amount beyond the total cost of the Project.

**§3.** In order to give the County the necessary interest in real property to be able to issue bonds towards the Project, Ardsley shall grant the County a non-exclusive easement(s) in, on, over, under, and through those portions of Ardsley’s property upon which the Project will be located. The easements are necessary to carry out the work needed to complete the Project, and to create a financeable property interest for the issuance of the County bonds.

**§4.** The term of the IMA shall commence retroactively on June 1, 2026 and shall continue for the life of the bonds issued by the County for the construction of the Project, estimated to be forty (40) years.

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

**§6.** This Act shall take effect immediately.

# DRAFT

**THIS AGREEMENT**, made \_\_\_\_\_, by and between:

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

(hereinafter referred to as the “County”),

and

**THE VILLAGE OF ARDSLEY**, a municipal corporation of the State of New York, having an office and place of business at 507 Ashford Avenue, Ardsley, New York 10502,

(hereinafter referred to as the “Municipality”).

## RECITALS

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

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

**WHEREAS**, the SWML funding program is divided into “Phase I” funding and “Phase II” funding; and

# DRAFT

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

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

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

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

**WHEREAS**, a Stormwater Reconnaissance Plan has been prepared by the County departments of Planning and Public Works and Transportation pursuant to the SWML entitled the Stormwater Reconnaissance Plan for the Saw Mill River and Pocantico River Watershed (the “Reconnaissance Plan”); and

**WHEREAS**, the Reconnaissance Plan was recommended by the SWAB to the County Executive and the Board of Legislators; and

**WHEREAS**, the Board of Legislators approved the Reconnaissance Plan on June 23, 2014, by Act No. 120 - 2014, and amended by Act No.: \_\_\_\_\_-2026 on June \_\_, 2026; and

**WHEREAS**, the area of flooding for which the Municipality wishes to participate in the SWML funding program is identified in a study or as a flood problem area in the Reconnaissance Plan; and

**WHEREAS**, pursuant to the SWML funding program and in an effort to protect County-owned and/or managed infrastructure, assets and property, including the protection of County bridges, sanitary sewer and/or storm water pipes, and County parkland and other municipal and private property, the

# DRAFT

County desires to contribute Phase II funding to the costs of a flood mitigation and/or flood damage reduction project known as the *Powderhorn Road Drainage Improvements* (the “Project”), and further described herein, to be undertaken by the Municipality; and

**WHEREAS**, the Municipality has prepared designs, specifications, and construction documents for the Project and the Project has been presented to and received support from the County Stormwater Advisory Board.

**NOW, THEREFORE**, in consideration of the mutual representations, covenants and agreements herein set forth, the County and the Municipality, each binding itself, its successors and assigns, do mutually promise, covenant and agree as follows:

## ARTICLE I

### TERM

**Section 1.0.** The recitals are hereby incorporated by reference into the body of this Agreement.

**Section 1.1.** The term of this Agreement shall be for a period commencing retroactively on June 1, 2026, and shall continue for a period equal to or greater than the life of any bonds issued by the County to fund the County’s portion of the Project, unless the Municipality is unable to secure the required funding for the project within two (2) years of full execution of this agreement, in which case, at the election of the County and upon thirty (30) days written notice, the County may suspend, discontinue or terminate this Agreement. Notwithstanding the foregoing, this Agreement authorizes reimbursement of eligible expenses incurred by the Municipality in association with the Project and the “Work”, as defined in this Agreement, regardless of when such expenses were incurred.

## ARTICLE II

### TERMS OF PAYMENT, EASEMENT AND MUNICIPALITY REPRESENTATIONS

**Section 2.0.** Pursuant to the County’s SWML funding program and in an effort to protect County-owned and/or managed infrastructure, assets and property, including the protection of County bridges, sanitary sewer and/or stormwater pipes, and County parkland and other municipal and private

# DRAFT

property, the County desires at this time to contribute Phase II funding toward construction costs of the Project, including any associated final designs and specifications. The Project is owned by the Municipality and consists of flood mitigation and/or flood damage reduction work. The scope of work for this Phase II funding agreement is more fully described in Schedule “A”, attached hereto and made a part hereof (the “Work”). In consideration for the County’s aforesaid contribution, the Municipality represents that it shall complete the design, specification, construction documents, and construction of the Project in accordance with Schedule “A” and all of the other terms of this Agreement.

The County agrees to finance the design, specification, construction documents, and construction for the Project on a reimbursement basis. It is recognized and understood by the Municipality that at the time of execution of this Agreement, the County has obtained appropriations and bonding authority to fund up to Five Hundred Fifteen Thousand and 00/100 (\$515,000.00) Dollars for the construction of the Project. The County share of the construction of the Project shall not exceed that amount. Eligible project construction costs up to One Million Thirty Thousand and 00/100 (\$1,030,000.00) Dollars shall be paid up to fifty (50) percent by the County (up to \$515,000.00) and fifty (50) percent by the Municipality; provided, however, should the total eligible project construction costs be less than One Million Thirty Thousand and 00/100 (\$1,030,000.00) Dollars, the County shall only be responsible for fifty (50) percent of the lesser amount. The Municipality shall be responsible for all costs in relation to the Project that exceed the County’s contribution set forth herein, and under no circumstances or conditions, whether now existing or hereafter arising, or whether beyond the present contemplation of the parties, shall the County be expected or required to make any payment of any kind whatsoever or be under any other obligation or liability hereunder in connection with this Project except as herein expressly set forth.

The County does not provide or extend any warranty of fitness for a particular purpose or workmanship for any work undertaken in connection with, or paid under, this Agreement. Payment hereunder by the County shall operate as a release to the County from any and all obligations or liabilities in connection herewith to the Municipality, its contractor(s), or subcontractor(s) hereunder.

**Section 2.1.** The Municipality represents that within one (1) year of the date hereof that the “Flood Mitigation Criteria” developed by the SWAB and approved by the Board of Legislators will have been adopted in the Municipality’s appropriate land use regulations, guidelines and policies or in stand-alone form, and documentation of the adoption of such policies must be provided to and approved by the Commissioner of the County Department of Planning (“Planning Commissioner”). It is understood

# DRAFT

and agreed to by the Municipality that the payment of County funds under this Agreement for the Project is contingent upon the Municipality's adoption of the aforesaid policies.

**Section 2.2.** The parties agree that all payments made by the County to the Municipality shall be on a reimbursement basis only. Any and all requests for payment to be made, including any request for partial payment upon completion of a portion of the Project, shall be submitted by the Municipality on properly executed payment vouchers of the County and paid only after approval by the Planning Commissioner. The Municipality agrees that it shall submit all documentation that the County may require to substantiate all requests for payment. All payment vouchers must be accompanied by a numbered invoice and must contain the invoice number where indicated. All invoices submitted during each calendar year shall utilize consecutive numbering and be non-repeating. In no event shall a *final* payment be made to the Municipality prior to completion of the Project and the approval of same by the Planning Commissioner. If at any time the Municipality shall neglect or fail to perform properly any of its obligations under this Agreement, the County shall have the right to withhold, in whole or in part, any payments otherwise due or to become due to the Municipality hereunder until such neglect or failure shall have been remedied to the reasonable satisfaction of the County.

**Section 2.3.** Prior to the construction of the Project, the Municipality agrees to convey to the County, its successors, and assigns a non-exclusive easement(s) (the "Easement(s)") in, upon, under and over that portion of the Municipality's property within which the Project is located (the "Property"), which Easement(s) shall be substantially in the form attached hereto and made a part hereof as Schedule "B". The Municipality shall be solely responsible for obtaining any and all easements on non-Municipally-owned property needed in connection with the carrying out of the Project and shall provide copies of said easements to the Planning Commissioner. Said easements shall name Westchester County as a Grantee solely for the purposes of carrying out the Work needed to accomplish the Project and said easements shall be for a term equal to or greater than the life of any bonds issued by the County to fund the County's portion of the Project.

**Section 2.4.** The Municipality represents warrants and guarantees that:

(a) It is a municipal corporation duly organized, validly existing under the laws of the State of New York; the execution and performance of this Agreement by the Municipality has been duly authorized by its governing body; this Agreement, and any other documents required to be delivered by

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the Municipality when so delivered, will constitute the legal, valid and binding obligations of the Municipality in accordance with their respective terms; and the Municipality will deliver to the County at the time of execution of this Agreement a resolution adopted by its governing body authorizing the execution of this Agreement, and any other documents required to be delivered by the Municipality, including the aforesaid Easement;

(b) The person signing this Agreement on behalf of the Municipality has full authority to bind the Municipality to all of the terms and conditions of this Agreement pursuant to the resolution granting such authority by the Municipality's governing body, as noted above;

(c) It is financially and technically qualified to perform its obligations hereunder, including without limitation, securing the funding required and ensuring full implementation of the Project; and

(d) The Municipality acknowledges that the County is acting in reliance on the above representations.

## ARTICLE III

### MANAGEMENT OF THE PROJECT

**Section 3.0.** The Municipality shall be responsible for all construction phases of the Project, including, but not limited to, any additional study or engineering necessary to fully comply with the requirements of the funding program, final engineering, specifications and designs, and all phases of construction and post-construction elements. The Municipality shall submit any required documentation, including additional engineering or progress reports, to the Planning Commissioner or his/her duly authorized designee for review, and said design plans and specifications shall be mutually approved by all parties. The Municipality shall fully complete the Project tasks as set forth in Schedule "A" and submit proof of such completion to the County for its review and approval on or before five (5) years from the date of the execution of this Agreement by all parties. Notwithstanding the foregoing, the parties may agree to a twelve (12) month extension of time for completion, subject to all necessary legal approvals for such extension of time. In the event that the Municipality fails to complete the scope of work set forth in Schedule "A" and submit proof of such completion to the County in a timely manner as set forth herein, including any twelve (12) month extension agreed to between the parties, it shall remit all funds disbursed hereunder to the County within thirty (30) days of receipt of written request

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from the County unless an extension of time for completion is mutually agreed to between the parties, subject to all necessary legal approvals for said extension of time.

**Section 3.1.** In connection with the Project, the Municipality shall obtain all required approvals and permits and promptly execute and comply with all statutes, ordinances, rules, orders, regulations, codes and requirements of the Federal, State, County and municipal governments of the County. The Municipality shall also comply with any and all sanitary rules and regulations of the State and County Health Departments and with the State Environmental Quality Review Act. The Municipality shall comply with the aforementioned statutes, ordinances, rules, orders, regulations, codes and requirements in its implementation of the Project including, but not limited to management, operation, maintenance and supervision of same.

## **ARTICLE IV** **ACCOUNTING**

**Section 4.0.** The Municipality shall cause accurate records and books of account to be maintained in which shall be entered all matters relating to this Agreement, including all liabilities thereof and all expenditures, and payments to any and all contractors or subcontractors involved in the Project. Such books and records shall be maintained in accordance with generally accepted accounting principles, consistently applied and shall be kept at a location within Westchester County. The Municipality will provide the County with documentation, upon the County's request, in order to verify same. The County shall have the right to audit, inspect, examine and copy such books and records of the Municipality at all reasonable times during normal business hours at the office of the Municipality.

## **ARTICLE V** **NOTICES**

**Section 5.0.** All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier, (with acknowledgement received and a copy of the notice sent by registered or certified mail, postage pre-

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

To the County:           Commissioner  
                                  Department of Planning  
                                  County of Westchester  
                                  148 Martine Avenue  
                                  White Plains, New York 1060

with a copy to:         County Attorney  
                                  County of Westchester  
                                  148 Martine Avenue  
                                  Room 600  
                                  White Plains, New York 10601

To the Municipality:  Village Manager  
                                  Village of Ardsley  
                                  507 Ashford Avenue  
                                  Ardsley New York 10502

with a copy to:         \_\_\_\_\_  
                                  \_\_\_\_\_  
                                  \_\_\_\_\_  
                                  \_\_\_\_\_

## ARTICLE VI INDEMNIFICATION

**Section 6.0.** To the fullest extent permitted by law, the Municipality shall defend, indemnify and hold harmless the County, its elected officials, officers, employees and agents (the "Indemnites") from and against, any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly from the Project, including any which may arise from a change in applicable laws, rules and regulations, that may be imposed upon or incurred by or asserted against any of the Indemnites by reason of any of the following:

(a) Work. Any construction, repair, alteration, addition, replacement, restoration or improvement work done by or on behalf of the Municipality in, on or about the Project or any part thereof;

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(b) Use. The use, occupation, condition, operation, maintenance, management, supervision or development of or providing security for all or any portion of the Project, or the affected portion thereof, by or on behalf of the Municipality, including without limitation, any liability with respect to the any violations imposed by any governmental authorities in respect of any of the foregoing;

(c) Act or Failure to Act of Municipality. Any act performed by, or any failure to perform any act required to be performed by the Municipality, a third party under the direction or control of the Municipality, or any of the Municipality's officers, agents, contractors, servants, employees, lessees or invitees in connection with this Agreement or the Project;

(d) Accidents, Injury to Person or Property. Any accident, injury, (including death at any time resulting therefrom) or damage to any person, including, without limitation, employees of the Municipality or any Indemnitee, or property occurring in, on, or about the Project or any part thereof; or

(e) Breach of Municipality's Obligation. Any failure or refusal on the part of the Municipality to perform its obligations pursuant to this Agreement.

(f) Municipality's Obligations. The Municipality's failure, within any applicable grace period, to perform or comply with any of the covenants, terms or conditions contained in this Agreement on the Municipality's part to be kept, observed, performed or complied with within any applicable grace period.

**Section 6.1.** The Municipality hereby further acknowledges and agrees that it shall defend, indemnify and hold harmless the County for any "Environmental Damages" to the Property. "Environmental Damages" shall mean all claims, damages, demands losses, penalties, fines, fees, liabilities (including strict liability), encumbrances, liens, costs and expenses of investigation and defense of any, whether or not such claim is ultimately defeated, and of any good faith settlement or judgment, of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, including, without limitation, reasonable attorney's fees and disbursements and consultants' fees, any of which are incurred as the result of the existence of "Hazardous Material" or "Hazardous Waste" upon, beneath, or about the Property or migrating or threatening to migrate to or from the Property, or the existence of a violation of "Environmental Requirements" pertaining to the Property, regardless of whether the existence of such "Hazardous Materials" or "Hazardous Waste" or the violation of "Environmental Requirements" arose prior to the Municipality or County's ownership of the Property, including, without limitation:

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(i) damages for personal injury, or injury to Property or natural resources occurring upon or off the Property, foreseeable or unforeseeable, including, without limitation, lost profits, consequential damages, the cost of demolition or rebuilding of any improvements of real property, interest and penalties;

(ii) fees incurred for the service of attorneys, consultants, contractors or experts, laboratories and all other costs incurred in connection with the investigation or remediation of such “Hazardous Materials” or “Hazardous Waste” or violation of “Environmental Requirements” including, but not limited to, the preparation of any feasibility studies or reports or the performance of any cleanup, remediation, removal, response, abatement, containment, closure, restoration or monitoring work required by any federal, state or local governmental agency or political subdivision, or reasonably necessary to make the full use of the Property or any other property or otherwise expended in connection with such conditions; and

(iii) liability to any third person or governmental agency to indemnify such person or agency for the costs expended in connection with the items referenced in subparagraph (ii) herein;

(iv) diminution in the value of the Property and damages for loss of business and restriction on the use of the Property or any part thereof.

**Section 6.1.a. Definitions.** For the purposes of this Agreement, the following definitions shall apply:

- (1) “Hazardous Materials” or “Hazardous Waste” shall mean any substance:
  - (i) the presence of which requires investigation or remediation under any federal, state, or local statute, regulation, ordinance, order, action, policy or common law; or
  - (ii) which is or becomes defined as a hazardous waste, hazardous substance, pollutant or contaminant under any federal, state or local statute, regulation, rule, or ordinance or amendments thereto including, without limitations, the United States Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 USC §9601 (14) 42 USC §9602 and any “hazardous waste” as defined in or listed under the United States Solid Waste Disposal Act, as amended, 42 USC §6901(5), 42 USC §6921; or
  - (iii) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board or instrumentality of the United States, the State of New York or any political subdivision thereof; or
  - (iv) the presence of which, on the Property, causes or threatens to cause a nuisance on the Property or to nearby properties or poses or threatens to pose a hazard to the health and safety of persons on, about or nearby the Property; or

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(v) the presence of which on nearby properties would constitute a trespass by the owner of the Property; or

(vi) without limitation which contains gasoline, diesel fuel, or other petroleum hydrocarbons; or

(vii) without limitation which contains polychlorinated biphenols (PCBs), asbestos, or urea formaldehyde foam insulation.

(2) “Environmental Requirements” shall mean all applicable present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises, and similar items, of all government agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, the State of New York and the political subdivisions thereof; and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human health or the environment.

**Section 6.2.** The Municipality shall promptly notify the County in writing of any claims made or any suits instituted against the Municipality of which it has knowledge arising from its performances hereunder or in connection with this Agreement or in connection with the Project.

**Section 6.3.** In the event the Municipality does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of all or part of this Article, then the Municipality shall reimburse the County’s reasonable attorney’s fees incurred in connection with the defense of any action, and in connection with enforcing all or part of this Article of the Agreement.

**Section 6.4.** This Article shall survive termination or expiration of this Agreement.

## **ARTICLE VII**

### **MISCELLANEOUS**

**Section 7.0.** Any purported delegation of duties or assignment of rights under this Agreement without the prior express written consent of the County is void.

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**Section 7.1.** The Municipality shall submit documentation to the County demonstrating compliance with the State Environmental Quality Review Act and its implementing regulations (“SEQR”), including those activities that have been determined not to constitute an action as defined by SEQR or activities determined to be Type II actions as defined by SEQR. The Municipality shall act as the lead agency for meeting the requirements of SEQR for any Unlisted or Type I action that is undertaken pursuant to this Agreement, unless otherwise directed by the Planning Commissioner. The Municipality shall include the County as an Involved Agency (as defined in SEQR) in all matters relating to SEQR and conduct a coordinated review where applicable.

**Section 7.2.** The failure of the County to insist upon strict performance of any term, condition or covenant herein shall not be deemed a waiver of any rights or remedies that the County may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions or covenants herein.

**Section 7.3.** It is mutually understood and agreed that the terms, covenants, conditions and agreements herein contained shall be binding upon the parties hereto and upon their respective successors, legal representatives and assigns.

**Section 7.4.** This Agreement and its attachments constitute the entire agreement between the parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. This Agreement shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties, and approved by the Office of the County Attorney.

**Section 7.5.** It is recognized and understood that the Municipality is not an agent of the County and in accordance with such status, the Municipality, its consultant(s), its subcontractor(s), and their respective officers, agents, employees, representatives and servants shall at all times during the term of this Agreement neither hold themselves out as, nor claim to be acting in the capacity of officers, employees, agents, representatives or servants of the County, nor make any claim, demand or application for any right or privilege applicable to the County, including without limitation, rights or privileges

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derived from workers compensation coverage, unemployment insurance benefits, social security coverage and retirement membership or credit.

**Section 7.6.** The Municipality shall comply with the insurance requirements contained in Schedule “C” entitled “Standard Insurance Provisions”, attached hereto and made a part hereof. The Municipality may, in lieu of procuring and maintaining the aforesaid insurance, elect to obtain such coverage through a program of self-insurance, which coverage and program shall be in accordance with generally accepted standards for similarly situated entities. In addition to the foregoing, the Municipality shall contractually ensure that all of its contractors, subcontractors and/or independent contractors (individually a “Contractor” or collectively, the “Contractors”) that are engaged to construct the Project shall provide such insurance coverage as described in Schedule “C” naming as additional insured, the Municipality and the County and their respective officials (elected or otherwise), officers, employees and agents (collectively the “Additional Insureds”). The Municipality shall require, before the Project commences that each such insurance policy be endorsed to contain the following clauses: (a) the insurer shall have no right to recovery or subrogation against the Additional Insureds (including their respective officials (elected or otherwise), officers, employees and agents), it being the intention that the insurance policy shall protect both the insured and the Additional Insureds and be primary coverage for any and all losses covered by such insurance; (b) the clause “other insurance provisions” in any such insurance policy shall not apply to the Additional Insureds or their insurance policies; (c) the insurer issuing the policy shall have no recourse against the Additional Insureds (including their respective officials (elected or otherwise), officers, employees and agents) for payment of any premiums or for assessments under any form of policy; and (d) any and all deductibles in such insurance policy shall be assumed by and be for the account of, and at the sole risk of the Contractor.

**Section 7.7.** This Agreement shall not be enforceable until signed by all parties and approved by the Office of the County Attorney.

**Section 7.8.** In the event that any one or more provisions, sections, subsections, clauses or words of this Agreement are for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, but this Agreement shall be construed and enforced as if such illegal or invalid section, subsection, clause or word has not been contained herein.

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**Section 7.9.** This Agreement shall be deemed executory only to the extent of funds appropriated and made available for the purpose of this Agreement and no liability on account thereof shall be incurred by the County beyond the amount of such appropriated funds.

**Section 7.10.** All covenants, stipulations, promises, agreements and obligations of the Municipality and the County contained herein shall be deemed to be stipulations, promises, agreements and obligations of the Municipality and the County and not of any member, officer or employee of the Municipality or the County in his/her individual capacity and no recourse shall be had for any obligation or liability herein or any claim based thereon against any member, officer or employee of the Municipality or the County or any natural person executing this Agreement.

**Section 7.11.** The parties represent that they have all requisite power and authority to execute, deliver and perform this Agreement, and this Agreement has been duly authorized by all necessary action on the part of the parties. The parties each agree to execute and deliver such further instruments and to seek such additional authority as may be required to carry out the intent and purpose of this Agreement, including providing the County with any necessary property interests in the Project in order for the County to fund the Project.

**Section 7.12.** This Agreement may be executed in two or more counterparts and all counterparts so executed shall for all purposes constitute one agreement binding upon all the parties hereto.

**Section 7.13.** Nothing in this Agreement shall act to confer third-party beneficiary rights on any person or entity not a party to this Agreement.

**Section 7.14.** The headings in this Agreement are for reference purposes only and shall not be used in construing the terms of this Agreement.

**Section 7.15.** The Municipality agrees to comply with the terms set forth in Schedule “D”, attached hereto and made a part hereof, regarding Vendor Direct Payment Terms.

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**Section 7.16.** The Municipality hereby acknowledges that any provision of this Agreement which requires consent of the County shall be subject to receipt by the County of any and all necessary legal approvals.

**Section 7.17.** No director, officer, employee, agent or other person authorized to act on behalf of the County shall have any personal liability in connection with this Agreement or any failure of the County to perform its obligations hereunder. No director, officer, employee, agent or other person authorized to act on behalf of the Municipality shall have any personal liability in connection with this Agreement or any failure of the Municipality to perform its obligations hereunder.

**Section 7.18.** The Municipality agrees to allow the County reasonable access to the Project, during normal business hours, to permit inspection and observation of the Project. The Municipality may require the County to provide reasonable notice prior to such inspection and observation.

[NO FURTHER TEXT ON THIS PAGE]

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

## COUNTY OF WESTCHESTER

By: \_\_\_\_\_  
Blanca P. Lopez  
Commissioner of Planning

## VILLAGE OF ARDSLEY

By: \_\_\_\_\_  
**DRAFT – DO NOT SIGN**  
Joseph L. Cerretani  
Village Manager

Approved by the Board of Legislators of the County of Westchester by Act No. 2026-\_\_\_\_\_  
on the \_\_\_\_\_ day of \_\_\_\_\_, 2026

Approved by the Board of Trustees of the Village of Ardsley on the \_\_\_\_ day of \_\_\_\_\_, 2026.

Approved

\_\_\_\_\_  
Assistant County Attorney  
County of Westchester







**SCHEDULE "B"**  
**EASEMENT AGREEMENT**

**THIS EASEMENT AGREEMENT**, made the \_\_\_ day of \_\_\_\_\_, 2026, by

**THE VILLAGE OF ARDSLEY**, a municipal corporation organized and existing under the laws of the State of New York having an office and place of business at 507 Ashford Avenue, Ardsley New York 10502 ("Grantor"); and

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

**W I T N E S S E T H:**

**WHEREAS**, Grantor is the owner of the fee title of that certain parcel of real property located along Captain Honeywells Road, Powderhorn Road and Heatherdell Road in the Village of Ardsley, New York, which real property is more particularly described in Schedule "B-1" and "B-2", which is annexed hereto and made a part hereof (the "Subject Property").

That the Grantor in consideration of the sum of One (\$1.00) Dollar lawful money of the United States, paid by the Grantee, receipt of which is hereby acknowledged, does hereby grant and release unto the Grantee, its successors and assigns, a non-exclusive easement (the "Easement") in, on, over, under and through the Subject Property, as more particularly described in Schedule "B-1," which is attached hereto and made a part hereof for the purpose of accessing certain improvements known as the Project consisting of flood mitigation improvements and described in a separate Inter-municipal Agreement of even date between the Grantor and Grantee, to construct, operate, maintain, repair, replace, inspect, or restore the Project.

The Easement granted herein is subject to the following restrictions:

The Grantor covenants that, until such time as the Bonds (defined below) have matured or been fully redeemed, neither it, nor its successors or assigns, shall do anything, or allow anything to be done, which in the reasonable opinion of the County would injure, endanger, impede use of or impair the Project in any material respect, or the operation thereof, located within the Easement,

The Grantor acknowledges that the easement rights of the County granted herein regarding the Project Improvements constructed in, on, over, under or through the Easement shall encumber such Project Improvements for so long as the bonds of the County (the "Bonds"), which made funds available for said Project are outstanding, pursuant to the terms of the certain inter-municipal agreement by and between the Municipality and the County of even date

herewith. The Grantee shall not interfere with or disturb the construction, use, operation, maintenance or repair of any improvements now or hereafter situated within or upon the Project property.

The Easement shall run with the land and the provisions contained herein shall be binding upon and inure to the benefit of and be enforceable by the County, its successors and assigns until the Bonds have matured or been fully redeemed.

**TO HAVE AND TO HOLD** the Easement granted herein unto the County, its successors and assigns, until such time as the Bonds have matured or been fully redeemed.

**IN WITNESS WHEREOF**, the Grantor has executed this instrument the day and year first above written.

**VILLAGE OF ARDSLEY**

By:  **DRAFT – DO NOT SIGN**

**COUNTY OF WESTCHESTER**

By: \_\_\_\_\_

**Record and Return to:**  
\_\_\_\_\_

**SCHEDULE "B-1"**  
**EASEMENT BOUNDARY MAP**

**[INSERT EASEMENT BOUNDARY MAP]**

**SCHEDULE "B-2"**

**EASEMENT BOUNDARY METES AND BOUNDS**

**[INSERT EASEMENT METES AND BOUNDS DESCRIPTION]**



**SCHEDULE "C"**

**STANDARD INSURANCE PROVISIONS**  
**(MUNICIPALITY)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**SCHEDULE "D"**  
**VENDOR DIRECT PAYMENT TERMS**

**Westchester County Vendor Direct Program Frequently Asked Questions**

**1. WHAT ARE THE BENEFITS OF THE ELECTRONIC FUNDS TRANSFER (EFT) ASSOCIATED WITH THE VENDOR DIRECT PROGRAM?**

There are several advantages to having your payments automatically deposited into your designated bank account via EFT:

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

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

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

Yes.

**3. HOW QUICKLY WILL A PAYMENT BE DEPOSITED INTO MY ACCOUNT?**

Payments are deposited two business days after the voucher/invoice is processed. Saturdays, Sundays, and legal holidays are not considered business days.

**4. HOW WILL I KNOW WHEN THE PAYMENT IS IN MY BANK ACCOUNT AND WHAT IT IS FOR?**

Under the Vendor Direct program you will receive an e-mail notification two days prior to the day the payment will be credited to your designated account. The e-mail notification will come in the form of a remittance advice with the same information that currently appears on your check stub, and will contain the date that the funds will be credited to your account.

**5. WHAT IF THERE IS A DISCREPANCY IN THE AMOUNT RECEIVED?**

Please contact your Westchester County representative as you would have in the past if there were a discrepancy on a check received.

**6. WHAT IF I DO NOT RECEIVE THE MONEY IN MY DESIGNATED BANK ACCOUNT ON THE DATE INDICATED IN THE E-MAIL?**

In the unlikely event that this occurs, please contact the Westchester County Accounts Payable Department at 914-995-4708.

**7. WHAT MUST I DO IF I CHANGE MY BANK OR MY ACCOUNT NUMBER?**

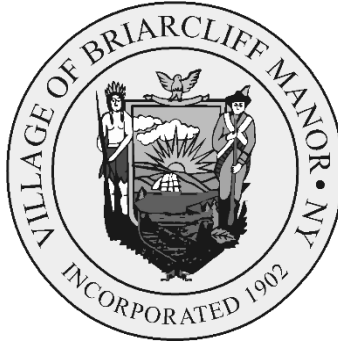
Whenever you change any information or close your account a new Vendor Direct Payment Authorization Form must be submitted. Please contact the Westchester County Accounts Payable Department at 914-995-4708 and we will e-mail you a new form.

**8. WHEN COMPLETING THE PAYMENT AUTHORIZATION FORM, WHY MUST I HAVE IT SIGNED BY A BANK OFFICIAL IF I DON'T INCLUDE A VOIDED CHECK?**

This is to ensure the authenticity of the account being set up to receive your payments.

INSERT VENDOR DIRECT FORM

VILLAGE OF BRIARCLIFF MANOR  
1111 PLEASANTVILLE ROAD  
BRIARCLIFF MANOR, N.Y. 10510  
[WWW.BRIARCLIFFMANOR.GOV](http://WWW.BRIARCLIFFMANOR.GOV)



BUILDING & ENGINEERING DEPARTMENT

[engineer@briarcliffmanor.gov](mailto:engineer@briarcliffmanor.gov)

TELEPHONE: (914) 944-2770

FAX: (914) 941-4837

June 25, 2026

Westchester County Board of Legislators  
C/O Sunday Vanderberg, Clerk & Chief Administrative Officer  
[SundayV@westchesterlegislators.com](mailto:SundayV@westchesterlegislators.com)  
800 Michaelian Office Building  
148 Martine Ave, 8<sup>th</sup> FLR  
White Plains, NY 10601

Re: Request to Join Saw Mill Sewer District  
398 South State Road, Briarcliff Manor, NY  
SBL: 105.07-2-31

Dear Sunday Vanderberg,

The Village of Briarcliff Manor ("Village") has received a request from a parcel owner to be added to the Saw Mill County Sewer District. The Village Board of Trustees passed a resolution at their 6/16/2026 regular meeting to request the subject parcel be added to the appropriate sewer district. On behalf of the Village, I respectfully request the Westchester County Board of Legislators consider the matter and begin the Sanitary Sewer District Modification Procedure.

Should you have any questions, please contact the Village Engineer.

Respectfully Submitted,

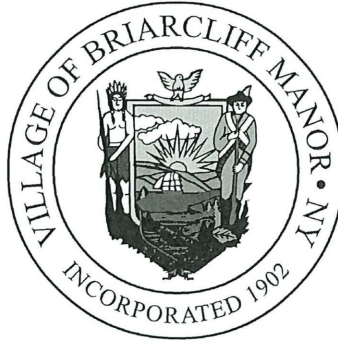
*/s/ Kevin P. Leddy*

Kevin P. Leddy, P.E.  
Village Engineer  
Building/Engineering Dept.  
KPL:lg

Enclosure: Certified Resolution Addition of Parcel to Saw Mill Sewer District – 398 South State Road  
Cc: Joshua Ringel, Village Manager, [jringel@briarcliffmanor.gov](mailto:jringel@briarcliffmanor.gov)  
Christine Dennett, Village Clerk, [cdennett@briarcliffmanor.gov](mailto:cdennett@briarcliffmanor.gov)  
Joshua Subin, Esq., Village Attorney, [jsubin@mccarthyfingar.com](mailto:jsubin@mccarthyfingar.com)  
Emiljana Ulaj, District 9 County Legislator  
John Fullerton, Property Owner, [jfullerton3@gmail.com](mailto:jfullerton3@gmail.com)  
File



VILLAGE OF BRIARCLIFF MANOR  
1111 PLEASANTVILLE ROAD  
BRIARCLIFF MANOR, N.Y. 10510



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Upon motion by Deputy Mayor Chatzky, seconded by Trustee Mallett, the Board voted unanimously to approve the following resolution:

**ADDITION OF PARCEL TO SAW MILL SEWER DISTRICT – 398 SOUTH STATE ROAD**

WHEREAS, on May 21, 2001, the Westchester County Board of Legislators adopted legislation to modify the Ossining and Saw Mill Sanitary Sewer Districts by removing a total of 332 parcels of property not currently connected to the County sewer system and treated at the County operated wastewater treatment plants; and

WHEREAS, the property at 398 South State Road, identified on the Village Tax Maps as Section 105, Plate 07, Block 2, Lot 31 ("Property"), was removed from the Saw Mill Sanitary Sewer District; and

WHEREAS, the owner of the Property asked the Board of Trustees to request the Westchester County Board of Legislations to extend the Saw Mill Sanitary Sewer District to add the Property, but not adjacent property, to that sewer district; and

NOW THEREFORE BE IT RESOLVED, that the Board of Trustees hereby authorizes the Village Engineer to submit a request to the Westchester County Board of Legislators for the addition of the Property into the Saw Mill Sanitary Sewer District.

# FISCAL IMPACT STATEMENT

<b>CAPITAL PROJECT #:</b> _____	<b>NO FISCAL IMPACT PROJECTED</b>	
<b>SECTION A - CAPITAL BUDGET IMPACT</b> To be completed by Budget		
GENERAL FUND	AIRPORT FUND	SPECIAL DISTRICTS FUND
<b>Source of County Funds (check one):</b>		CURRENT APPROPRIATIONS
		CAPITAL BUDGET AMENDMENT
<b>SECTION B - BONDING AUTHORIZATIONS</b> To be completed by Finance		
<b>Total Principal:</b>	<b>PPU:</b>	<b>Anticipated Interest Rate:</b>
<b>Anticipated Annual Cost (Principal and Interest):</b>		
<b>Total Debt Service (Annual cost x Term):</b>		
<b>Finance Department:</b>		
<b>SECTION C - IMPACT ON OPERATING BUDGET (exclusive of debt service)</b> 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):		
_____		
_____		
<b>SECTION D - Employment</b> As per federal guidelines, each \$92,000 of appropriation funds one FTE Job		
<b>Number of Full Time Equivalent (FTE) Jobs Funded:</b> _____		
<b>Prepared by:</b> _____	<b>Approved By:</b> _____	
<b>Title:</b> _____	<b>Budget Director</b>	
<b>Department:</b> _____	<b>Date:</b> _____	
<b>Date:</b> _____		

**FISCAL IMPACT STATEMENT**

<b>CAPITAL PROJECT #:</b> _____	<b>NO FISCAL IMPACT PROJECTED</b>	
<b>SECTION A - CAPITAL BUDGET IMPACT</b> To be completed by Budget		
GENERAL FUND	AIRPORT FUND	SPECIAL DISTRICTS FUND
<b>Source of County Funds (check one):</b>		CURRENT APPROPRIATIONS
		CAPITAL BUDGET AMENDMENT
<b>SECTION B - BONDING AUTHORIZATIONS</b> To be completed by Finance		
<b>Total Principal:</b>	<b>PPU:</b>	<b>Anticipated Interest Rate:</b>
<b>Anticipated Annual Cost (Principal and Interest):</b>		
<b>Total Debt Service (Annual cost x Term):</b>		
<b>Finance Department:</b>		
<b>SECTION C - IMPACT ON OPERATING BUDGET (exclusive of debt service)</b> To be completed by submitting department and reviewed by Budget		
Potential Related Expenses (Annual):		
Potential Related Revenues (Annual):		
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_____		
<b>SECTION D - Employment</b> As per federal guidelines, each \$92,000 of appropriation funds one FTE Job		
<b>Number of Full Time Equivalent (FTE) Jobs Funded:</b> _____		
<b>Prepared by:</b> _____	<b>Approved By:</b> _____	
<b>Title:</b> _____	<b>Budget Director</b>	
<b>Department:</b> _____	<b>Date:</b> _____	
<b>Date:</b> _____		