

Board of Legislators Meeting Agenda



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

Monday, October 21, 2024

7:00 PM

Legislative Chambers

Regular Meeting

CALENDAR 20 (CONSENT)

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

Legislator David Tubiolo will be participating remotely from 7550 Cherbourg Street, Fort Jackson, South Carolina, 29207.

CALL TO ORDER

MINUTES APPROVAL

October 7, 2024, at 7pm, Regular Meeting

PUBLIC COMMENT

Speakers _____

PUBLIC HEARING

1. [2024-473](#) **PH - Amend Ground Lease Agreement with White Plains Aviation Partners**

A Public Hearing on "A LOCAL LAW authorizing the County of Westchester to amend a ground lease agreement with White Plains Aviation Partners, LLC D/B/A Million Air White Plains for space at Westchester County Airport." [Public Hearing set for October 21, 2024 at 7:30 p.m.]. LOCAL LAW INTRO: 2024-475.

***SUBMITTED BY: COMMITTEES ON LEGISLATION, BUDGET & APPROPRIATIONS,
PUBLIC WORKS & TRANSPORTATION AND LAW & MAJOR CONTRACTS***

Speakers _____

*Please see Standing Committee Item Nos. 2024-474, 475 and 476 for back-up.

2. [2024-480](#) **PH-Proposed Increase & Improvements of Facilities for County Water Dist. 1**

A Public Hearing authorizing the County of Westchester to proceed with Capital Project WD103 - County Water District #1-Alternate Water Supply (WD103) and Capital Project WD105 - County Water District #1 - Rehabilitation of the 48 inch Kensico-Bronx Pipeline (WD105) for the benefit of County Water District No. 1. [Public Hearing set for October 21, 2024 at 7:30 p.m.].

SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC WORKS & TRANSPORTATION

Speakers _____

*Please see Standing Committee Item Nos. 2024-481,482,483,484, and 485 for back-up.

3. [2024-512](#) **PH - Road Construction**

A Public Hearing on "A LOCAL LAW amending Chapter 813 of the Laws of Westchester County relating to road construction." [Public Hearing set for October 21, 2024 at 7:30 p.m.]. LOCAL LAW INTRO: 2024 - 513.

SUBMITTED BY: COMMITTEES ON LEGISLATION AND PUBLIC WORKS & TRANSPORTATION

Speakers _____

*Please see Standing Committee Item No. 2024-513 for back-up.

UNFINISHED BUSINESS

I. COMMUNICATIONS

A. COUNTY EXECUTIVE

1. [2024-554](#) **IMA-Prisoner Transportation-White Plains**

AN ACT authorizing the County of Westchester to enter into an intermunicipal agreement with the City of White Plains in order to provide reimbursement for prisoner transportation to the Westchester County Jail within the period from January 1, 2022 through December 31, 2025 for a total amount not to exceed SIX HUNDRED TWO THOUSAND (\$602,000) DOLLARS.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC SAFETY

2. [2024-555](#) **ACT-Revised Investment Policy**

AN ACT amending the Investment Policy for the County of Westchester, pursuant to New York State General Municipal Law, Section 39.

COMMITTEE REFERRAL: COMMITTEE ON BUDGET & APPROPRIATIONS

SI. 3. [2024-559](#) **PH-Lease Agreement with State of New York for Space at 200**

Bradhurst Avenue, Hawthorne

A RESOLUTION to set a Public Hearing on "A LOCAL LAW authorizing the County of Westchester to enter into a lease agreement with the State of New York, acting by and through the Office of General Services ("OGS"), for a portion of a State-owned building located in Hawthorne, New York, for a period of five (5) years with the County having an option to renew for one additional five (5) year term. [Public Hearing set for _____, 2024 at ____ .m.]. LOCAL LAW INTRO: 2024-561.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC SAFETY

SI. 4. [2024-561](#) LOCAL LAW-Lease Agreement with State of New York for Space at 200 Bradhurst Avenue, Hawthorne

A LOCAL LAW authorizing the County of Westchester to enter into a lease agreement with the State of New York, acting by and through the Office of General Services ("OGS"), for a portion of a State-owned building located in Hawthorne, New York, for a period of five (5) years with the County having an option to renew for one additional five (5) year term.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC SAFETY

B. COUNTY ATTORNEY

C. LEGISLATORS

SI. 1. [2024-558](#) HON. VEDAT GASHI: Appointment to County Board of Ethics - Covill

Forwarding correspondence from Chairman Gashi recommending the appointment of Kitley Covill to the Westchester County Board of Ethics.

COMMITTEE REFERRAL: COMMITTEE ON APPOINTMENTS

SI. 2. [2024-563](#) HON. VEDAT GASHI - Term Expiration - Board of Ethics - Basso

Correspondence from Chairman Gashi regarding the expiration of Jeremy Basso's term with the Westchester County Board of Ethics effective December 31, 2023.

COMMITTEE REFERRAL: COMMITTEE ON APPOINTMENTS

SI. 3. [2024-560](#) LEGISLATORS HOLSTEIN, WOODSON-SAMUELS, CLEMENTS, SMITH, PIERCE, BARR, PARKER, WILLIAMS JOHNSON, ULAJ, IMAMURA, TUBIOLO, WILLIAMS, BOYKIN AND ALVARADO: PH - Prohibiting The Unlawful Use Of Digitally Deceptive Material

A RESOLUTION to set a Public Hearing on "A LOCAL LAW amending the Laws of Westchester County by adding a new Chapter 610 in relation to prohibiting the unlawful use of digitally deceptive material." [Public Hearing set for _____, 2024 at ____ .m.]. LOCAL LAW INTRO: 2024-562.

COMMITTEE REFERRAL: COMMITTEES ON LEGISLATION AND INFORMATION

TECHNOLOGY & CYBERSECURITY[2024-562](#)**LEGISLATORS HOLSTEIN, WOODSON-SAMUELS, CLEMENTS, SMITH, PIERCE, BARR, PARKER, WILLIAMS JOHNSON, ULAJ, IMAMURA, TUBIOLO, WILLIAMS, BOYKIN AND ALVARADO: LL - Prohibiting The Unlawful Use Of Digitally Deceptive Material**

A LOCAL LAW amending the Laws of Westchester County by adding a new Chapter 610 in relation to prohibiting the unlawful use of digitally deceptive material.

COMMITTEE REFERRAL: COMMITTEES ON LEGISLATION AND INFORMATION TECHNOLOGY & CYBERSECURITY

D. OTHERS**II. NOTICES & PETITIONS**

1. [2024-556](#) **CLERK OF THE BOARD - Village of Mamaroneck Proposed LL - Battery Energy Storage Systems**

Forwarded by the Clerk of the Board, correspondence from the Village of Mamaroneck proposing a Local Law, establishing a six month moratorium prohibiting the acceptance, processing and approval of applications and permits for certain battery energy storage systems in the Village of Mamaroneck.

FOR INFORMATIONAL PURPOSES ONLY - NO COMMITTEE REFERRAL NECESSARY

III. STANDING COMMITTEES

1. [2024-474](#) **ENV. RESO. - Amend Ground Lease Agreement with White Plains Aviation Partners**

AN ENVIRONMENTAL RESOLUTION determining that there will be no significant adverse impact on the environment from the proposed lease amendment.

SUBMITTED BY: COMMITTEES ON LEGISLATION, BUDGET & APPROPRIATIONS, PUBLIC WORKS & TRANSPORTATION AND LAW & MAJOR CONTRACTS

RESOLUTION _____ - 2024

VOTE _____

2. [2024-475](#) **LL - Amend Ground Lease Agreement with White Plains Aviation Partners**

A LOCAL LAW authorizing the County of Westchester to amend a ground lease agreement with White Plains Aviation Partners, LLC D/B/A Million Air White Plains for space at Westchester County Airport.

SUBMITTED BY: COMMITTEES ON LEGISLATION, BUDGET & APPROPRIATIONS, PUBLIC WORKS & TRANSPORTATION AND LAW & MAJOR CONTRACTS

Local Law Intro No. 475 - 2024

VOTE _____

3. [2024-476](#) ACT - Settlement with White Plains Aviation Partners

AN ACT authorizing the County Attorney to settle counterclaims in the federal action entitled White Plains Aviation Partners, LLC, d/b/a/ Million Air White Plains v. County of Westchester.

***SUBMITTED BY: COMMITTEES ON LEGISLATION, BUDGET & APPROPRIATIONS,
PUBLIC WORKS & TRANSPORTATION AND LAW & MAJOR CONTRACTS***

ACT _____ - 2024

VOTE _____

4. [2024-481](#) ACT-Proposed Increase & Improvements of Facilities for County Water Dist. 1

AN ACT to increase and improve Westchester County Water District No. 1 facilities to carry out capital Project WD103 and WD105 in accordance with the recommendations of the District Report of Department of Environmental Facilities subject to an order of the Comptroller of the State of New York.

***SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC
WORKS & TRANSPORTATION***

ACT _____ - 2024

VOTE _____

5. [2024-482](#) ACT-Authorizing Chair of BOL to Execute All Instruments-Proposed Increase & Improvements of Facilities for County Water Dist. 1

AN ACT to authorize the Chairman of the Board of Legislators or his authorized designee to execute all instruments and take all actions reasonable, necessary and appropriate to petition the Comptroller of the State of New York pursuant to Section 268 of Article 5-A of the New York State County Law for an order approving the County's issuance of bonds for an increase and improvement of facilities of County Water District No. 1.

***SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC
WORKS & TRANSPORTATION***

ACT _____ - 2024

VOTE _____

6. [2024-483](#) RES-State Regulations Resolution-County Water Dist. 1

A RESOLUTION as required by the State Regulations (2NYCRR Part 85) in order to submit the verified application to the State Comptroller.

***SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC
WORKS & TRANSPORTATION***

RESOLUTION _____ - 2024

VOTE _____

7. [2024-484](#) BOND ACT-WD103-County Water Dist. 1-Alternate Water Supply

A BOND ACT authorizing the issuance of SIX MILLION (\$6,000,000) DOLLARS in bonds of Westchester County to finance Capital Project WD103 - County Water District 1 - Alternate Water Supply.

SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC WORKS & TRANSPORTATION

BOND ACT _____ - 2024 VOTE _____

8. [2024-485](#) **BOND ACT-WD105-County Water Dist. 1-Rehabilitation of the 48 inch Kensico-Bronx Pipeline**

A BOND ACT authorizing the issuance of TWO MILLION, SEVEN HUNDRED FIFTY THOUSAND (\$2,750,000) DOLLARS in bonds of Westchester County to finance Capital Project WD105 - County Water District 1 - Rehabilitation of the 48 inch Kensico-Bronx Pipeline.

SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC WORKS & TRANSPORTATION

BOND ACT _____ - 2024 VOTE _____

9. [2024-508](#) **BOND ACT-WCC90-Technology Upgrade Off Campus**

A BOND ACT authorizing the issuance of FIFTY THOUSAND (\$50,000) DOLLARS in bonds of Westchester County to finance Capital Project WCC90 - Technology Upgrade Off Campus.

SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS, INFORMATION TECHNOLOGY & CYBERSECURITY AND PUBLIC WORKS & TRANSPORTATION

BOND ACT _____ - 2024 VOTE _____

10. [2024-509](#) **IMA-Water Testing Services-City of New York**

AN ACT to authorize an intermunicipal agreement with the City of New York pursuant to which Westchester County, through its Department of Laboratories and Research, will provide water testing services for the City.

SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND HUMAN SERVICES

ACT _____ - 2024 VOTE _____

11. [2024-513](#) **LL - Road Construction**

A LOCAL LAW amending Chapter 813 of the Laws of Westchester County relating to road construction.

SUBMITTED BY: COMMITTEES ON LEGISLATION AND PUBLIC WORKS & TRANSPORTATION

Local Law Intro No. 513 - 2024 VOTE _____

12. [2024-515](#) **ACT-Amendment of Declaration of Restrictive Covenants-2500 Jacob's Hill Road, Cortlandt**

AN ACT authorizing the County of Westchester to enter into an amendment to the County Declaration of Restrictive Covenants for one hundred three affordable rental units located at 2500 Jacob's Hill Road, in order to delete the reverter clause.

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

ACT _____ - 2024

VOTE _____

13. [2024-521](#) **BOND ACT(Amended)-RB03I-Tuckahoe Road Bridge Over Bronx River, Yonkers & Tuckahoe**

A BOND ACT (Amended) authorizing the issuance of additional bonds of Westchester County in the amount of THREE MILLION, FOUR HUNDRED NINETY-FIVE THOUSAND (\$3,495,000) DOLLARS, making the total amount THREE MILLION, SEVEN HUNDRED SEVENTY-FIVE THOUSAND (\$3,775,000) DOLLARS, to finance Capital Project RB031 - Tuckahoe Road Bridge Over Bronx River, Yonkers and Tuckahoe.

SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC WORKS & TRANSPORTATION

BOND ACT _____ - 2024

VOTE _____

14. [2024-522](#) **BOND ACT-RTB05-Tibbetts Brook Park Infrastructure**

A BOND ACT authorizing the issuance of FOUR HUNDRED THOUSAND (\$400,000) DOLLARS in bonds of Westchester County to finance Capital Project RTB05 - Tibbetts Brook Park Infrastructure.

SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS, PARKS & ENVIRONMENT AND PUBLIC WORKS & TRANSPORTATION

BOND ACT _____ - 2024

VOTE _____

15. [2024-523](#) **BOND ACT-RTB09-Tibbetts Site Work II**

A BOND ACT authorizing the issuance of TWO HUNDRED EIGHTY THOUSAND (\$280,000) DOLLARS in bonds of Westchester County to finance Capital Project RTB09 - Tibbetts Site Work II.

SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS, PUBLIC WORKS & TRANSPORTATION AND PARKS & ENVIRONMENT

BOND ACT _____ - 2024

VOTE _____

16. [2024-524](#) **BOND ACT(Amended)-B014D-Exterior Infrast. Repairs, White Plains**

Complex '16-'20

A BOND ACT (Amended) authorizing the issuance of an additional SIX MILLION, TWO HUNDRED NINETY-FIVE THOUSAND (\$6,295,000) DOLLARS in bonds of Westchester County, making the total amount SEVEN MILLION, ONE HUNDRED NINETY-FIVE THOUSAND (\$7,195,000) DOLLARS, to finance Capital Project B014D - Exterior Infrastructure Repairs, White Plains Complex (2016-2020).

SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC WORKS & TRANSPORTATION

BOND ACT _____ - 2024

VOTE _____

17. [2024-534](#) **ACT-Release & Transfer of Funds-EOH WQIP Fund**

AN ACT authorizing the release and transfer of ONE HUNDRED SIXTY-EIGHT THOUSAND (\$168,000) DOLLARS from the East of Hudson Water Quality Investment Program Fund earnings, for which the County of Westchester is custodian under the 1997 Watershed Memorandum of Agreement, into a County Trust Account for the purpose of disbursement to the Town of Lewisboro.

SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND PARKS & ENVIRONMENT

ACT _____ - 2024

VOTE _____

18. [2024-535](#) **IMA-Disburse Funds-EOH WQIP Fund-Lewisboro**

AN ACT authorizing the County of Westchester to enter into an inter-municipal agreement with the Town of Lewisboro in order to disburse funds of the East of Hudson Water Quality Investment Program Fund earnings, for which the County of Westchester is custodian under the 1997 Watershed Memorandum of Agreement.

SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND PARKS & ENVIRONMENT

ACT _____ - 2024

VOTE _____

19. [2024-540](#) **BOND ACT-BCR63-Post 2 Entrance Gate Booth**

A BOND ACT authorizing the issuance of ONE HUNDRED TWENTY-FIVE THOUSAND (\$125,000) DOLLARS in bonds of Westchester County to finance Capital Project BCR63 - Post 2 Entrance Gate Booth.

SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS, PUBLIC WORKS & TRANSPORTATION AND PUBLIC SAFETY

BOND ACT _____ - 2024

VOTE _____

20. [2024-541](#) **BOND ACT(Amended)-RB04J-Tuckahoe Road Bridge Over Bronx**

River Parkway, Yonkers

A BOND ACT (Amended) authorizing the issuance of an additional THREE MILLION, EIGHT HUNDRED SEVENTY-FIVE THOUSAND (\$3,875,000) DOLLARS in bonds of Westchester County, making the total amount FOUR MILLION, FOUR HUNDRED THOUSAND (\$4,400,000) DOLLARS, to finance Capital Project RB04J - Tuckahoe Road Bridge Over Bronx River Parkway, Yonkers.

SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC WORKS & TRANSPORTATION

BOND ACT _____ - 2024

VOTE _____

21. [2024-544](#) **PH-Enter into Lease Agreement-MG MARTINE SPE LLC-11 Martine Avenue, White Plains**

A RESOLUTION to set a Public Hearing on "A LOCAL LAW authorizing the County of Westchester to enter into a lease agreement with MG MARTINE SPE LLC, or the owner of record, for approximately 57,266 square feet of space comprised of the contiguous 12th, 14th and 15th floors in the building located at 11 Martine Avenue, White Plains, New York, which includes the ground floor entry lobby of the building that exclusively serves such floors, plus 4,000 square feet gross rentable storage space, along with 229 reserved parking spaces in the parking garage adjacent to the Building, inclusive of 40 electric vehicle charging stations allocated for use by County employees and invitees, for use by the Department of Health". [Public Hearing set for _____, 2024 at _____ .m.]. LOCAL LAW INTRO: 2024-545.

SUBMITTED BY: COMMITTEE ON BUDGET & APPROPRIATIONS AND HUMAN SERVICES

RESOLUTION _____ - 2024

VOTE _____

22. [2024-548](#) **BOND ACT(Amended)-RBR07-Bronx River Pathway Reconstruction**

A BOND ACT (Amended) to authorize the removal of EIGHT HUNDRED THOUSAND (\$800,000) DOLLARS allocable to Capital Project RBR07 - Bronx River Pathway Reconstruction and to decrease the estimated maximum amount of bonds authorized to TWELVE MILLION, EIGHT HUNDRED FIFTY THOUSAND (\$12,850,000) DOLLARS.

SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS, PARKS & ENVIRONMENT AND PUBLIC WORKS & TRANSPORTATION

BOND ACT _____ - 2024

VOTE _____

23. [2024-549](#) **BOND ACT(Consolidated)-RBR07-Bronx River Pathway Reconstruction**

A BOND ACT (Consolidated) authorizing the issuance of EIGHT MILLION, SEVEN HUNDRED THIRTY THOUSAND (\$8,730,000) DOLLARS in bonds of Westchester County to finance Capital Project RBR07 - Bronx River Pathway Reconstruction.

SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS, PARKS &

ENVIRONMENT AND PUBLIC WORKS & TRANSPORTATION

BOND ACT _____ - 2024

VOTE _____

24. [2024-550](#) BOND ACT-RGI06-Glen Island Castle Rehabilitation

A BOND ACT authorizing the issuance of ONE MILLION (\$1,000,000) DOLLARS in bonds of Westchester County to finance Capital Project RG106.

SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS, PARKS & ENVIRONMENT AND PUBLIC WORKS & TRANSPORTATION

BOND ACT _____ - 2024

VOTE _____

25. [2024-551](#) ENV RES-SY085-Sewer System Rehab.-Yonkers Jt. Plant Districts

AN ENVIRONMENTAL RESOLUTION determining that there will be no significant impact on the environment from Capital Project SY085 - Sewer System Rehabilitation - Yonkers Jt. Plant Districts.

SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC WORKS & TRANSPORTATION

RESOLUTION _____ - 2024

VOTE _____

26. [2024-552](#) BOND ACT-SY085-Sewer System Rehab.-Yonkers Jt. Plant Districts

A BOND ACT authorizing the issuance of SIX MILLION (\$6,000,000) DOLLARS in bonds of Westchester County to finance Capital Project SY085 - Sewer System Rehabilitation - Yonkers Jt. Plant Districts.

SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC WORKS & TRANSPORTATION

BOND ACT _____ - 2024

VOTE _____

SI. 27.[2024-546](#) PH-Amendments to the Westchester County Plumbing Licensing Law

A RESOLUTION to set a Public Hearing on "A LOCAL LAW amending Chapter 277, Article XV of the Laws of Westchester County relating to the Westchester County plumbing licensing law." [Public Hearing set for _____, 2024 at _____ .m.]. LOCAL LAW INTRO: 2024-547.

SUBMITTED BY: COMMITTEES ON LEGISLATION, ECONOMIC DEVELOPMENT AND LABOR & HUMAN RIGHTS

RESOLUTION _____ - 2024

VOTE _____

SI. 28.2024-557 ACT-Agreement-Correction Officers Benevolent Association, Inc.

AN ACT approving certain financial terms and conditions of employment requiring legislative approval by law in a Collective Bargaining Agreement for those employees of Westchester County represented by the Westchester County Correction Officers Benevolent Association, Inc. for the eight (8) year period commencing January 1, 2020 and ending December 31, 2027.

SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS, PUBLIC SAFETY AND LABOR & HUMAN RIGHTS

***Please Note: This County Executive communication was placed directly into committee for immediate consideration.**

ACT _____ - 2024 VOTE _____

IV. SPECIAL ORDERS**MOTIONS, RESOLUTIONS & CALL OF THE DISTRICTS****1. 2024-553 MEMORIAL RESOLUTIONS 16-2024**

HON. JOSE ALVARADO: Paul Meissner

LEGISLATORS ALVARADO AND TUBIOLO: Maria A. Ramirez

HON. BEN BOYKIN: Joseph M. Delfino

HON. TERRY CLEMENTS: Alexander K. Perlov

HON. MARGARET A. CUNZIO: Eleanor Johnson, Maura McDermott, Jean DeLucia Vaccaro

HON. JAMES NOLAN: Arlene Connolly O'Neill, Honorable Anthony J. Colavita

HON. ERIKA PIERCE: Honorable Lisa Margaret Smith

HON. EMILJANA ULAJ: David Glazier, Miguel Hernandez

ADJOURNMENT

Next Meeting: November 18, 2024, at 7pm.

RESOLUTION NO. 172-2024

RESOLVED, that this Board hold a public hearing pursuant to Section 209.141(4) of the Laws of Westchester County on Local Law Intro. No. 475-2024 entitled "A LOCAL LAW authorizing the County of Westchester to amend a ground lease agreement with White Plains Aviation Partners, LLC D/B/A Million Air White Plains for space at Westchester County Airport". The public hearing will be held at 7:30 p.m. on the 21 day of Oct., 2024 in the Chambers of the Board of Legislators, 8th Floor, Michaelian Office Building, White Plains, New York. The Clerk of the Board shall cause notice of the time and date of such hearing to be published at least once in one or more newspapers published in the County of Westchester and selected by the Clerk of the Board for that purpose in the manner and time required by law.

RESOLUTION NO. ____ – 2024

WHEREAS, the Westchester County Board of Supervisors, now known as the Westchester County Board of Legislators (“Board”) duly established County Water District No. 1 (“District”) in 1964 pursuant to Article 5-A of the New York State County Law (“Article 5-A”) by Act No. 29-1964; and

WHEREAS, the District is comprised of the territorial limits of the Cities of White Plains, Mount Vernon and Yonkers and the Village of Scarsdale; and

WHEREAS, the District includes four zones of assessment as follows: White Plains 30%; Mount Vernon 28%; Yonkers 24% and Scarsdale 18%, noting that said zones of assessment relate to the apportionment of District costs; and

WHEREAS, the Department of Environmental Facilities (“Department”) has prepared and submitted to this Honorable Board a report dated August 15, 2024, as may be amended from time to time (“District Report”), which recommends the following capital projects: Capital Project WD103 – County Water District #1 – Alternate Water Supply (“WD103”) and Capital Project WD105 – County Water District #1 – Rehabilitation of the 48 inch Kensico-Bronx Pipeline (“WD105”), for the benefit of County Water District No. 1 (“District”), subject to an order issued by the Comptroller of the State of New York (“State Comptroller”) permitting the issuance of bonds of the County for such expenditure; and

WHEREAS, WD103 and WD105 (together the “Program”) will provide for an alternate water supply connection to the New York City Department of Environmental Protection (“DEP”) Delaware Aqueduct at Shaft 23, located in the City of Yonkers. The Department is requesting the study, design, construction management, and construction funding authorization for this comprehensive upgrade Program that will consist of multiple projects to improve the resiliency of the District’s infrastructure. This connection will supply raw water, via a new transmission main, to a new treatment facility which will be located along the routing of the new main and prior to connecting to the southern portion of the existing

Kensico Bronx Pipeline (“KBP”). The work will also include the installation of additional water meters to unmetered connections, air vents, hydrants, and isolation valves on the existing 48 inch KBP. The new valves will be strategically located for improved reliability, serviceability, maintainability, and to minimize impacts of water supply disruptions that would occur due to pipe failures at points along the Existing KBP. Improvements to County facilities located at the DEP Shaft 22 in the City of Yonkers which provides water to the KBP will also be required. The Program will also address the need to install an un-interruptible power supply (“UPS”) for the District’s Central Avenue Pumping Station ultraviolet (“UV”) facility. This UPS system will provide for uninterrupted UV treatment during utility power interruptions or power outages. This Program will also provide for the rehabilitation of the existing 71,000 linear feet of 48- inch KBP, which is a specific object or purpose in and for the benefit of the District; and

WHEREAS, the County is currently seeking authorization of the issuance of up to \$8,750,000 in bonds of the County to finance the study, design and construction management of the Program, stating the estimated maximum cost of the entire Program is \$105,000,000; noting that the financing plan of the Program includes \$9,419,000 in bonds previously authorized by Act Nos. 3-2011, 187-2014, and 65-2015 for WD103; and

WHEREAS, the Department has advised that in order to comply with Article 5-A, and for the purposes of the public hearing, the Department, in conjunction with the Finance Department, has calculated that the issuance of \$105,000,000 in bonds of the County for the Program equates to an estimated annual debt service payment of \$6,636,993. The Department anticipates that the Program will involve ongoing operations and maintenance costs above the current operating budget for additional water treatment in the amount of \$340,000 annually. The addition of the above mentioned operational costs results in a total annual cost for this Program of \$6,976,993. Accordingly, when distributed over the 67,774 taxable parcels in the District, the weighted average cost to the typical District property is approximately \$118.65, as more fully set forth in the District Report; and

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

NOW, THEREFORE, BE IT

RESOLVED, that a public hearing shall be held upon the proposed increase and improvement of facilities for the District, as more fully set forth in the District Report dated August 15, 2024 as may be amended from time to time; said hearing to be held in the Board of Legislators Chambers, Room 800, Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601 on the _____ day of _____, 2024 at _____.; and be it further

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

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

RESOLVED, that this Resolution shall take effect immediately

NOTICE OF PUBLIC HEARING

Property owners in Westchester County Water District No. 1, comprised of the territorial limits of the Cities of White Plains, Mount Vernon and Yonkers and the Village of Scarsdale ("District") are hereby notified that legislation is currently before the Westchester County Board of Legislators ("Board") to carry out the following proposed Capital Project WD103 – County Water District No. 1 – Alternate Water Supply ("WD103") and Capital Project WD105- County Water District No. 1 – Rehabilitation of the 48 inch Kensico-Bronx Pipeline ("WD105" and together with WD103 the "Program") for the benefit of Water District No. 1 ("District") which is a proposed increase, addition and improvement of District facilities, as more fully set forth herein and in the District Report dated August 15, 2024, as may be amended from time to time ("District Report"). The District Report is available for review from the Office of the Commissioner of the Westchester County Department of Environmental Facilities.

The issuance of bonds would provide for an alternate water supply connection to the New York City Department of Environmental Protection ("DEP") and would provide Delaware Aqueduct at Shaft 23, located in the City of Yonkers. The Department is requesting the study, design, construction management, and construction funding authorization for this comprehensive upgrade Program that will consist of multiple projects to improve the resiliency of the District's infrastructure. This connection will supply raw water, via a new transmission main, to a new treatment facility which will be located along the routing of the new main and prior to connecting to the southern portion of the existing Kensico Bronx Pipeline ("KBP"). The work will also include the installation of additional water meters to unmetered connections, air vents, hydrants, and isolation valves on the existing 48 inch KBP. The new valves will be strategically located for improved reliability, serviceability, maintainability, and to minimize impacts of water supply disruptions that would occur due to pipe failures at points along the Existing KBP. Improvements to County facilities located at the DEP Shaft 22 in the City of Yonkers which provides water to the KBP will also be required. The Program will also address the need to install an un-interruptible power supply ("UPS") for the District's Central Avenue Pumping Station ultraviolet ("UV") facility. This UPS system will provide for uninterrupted UV treatment during utility power interruptions or power outages. This Program will also provide for the rehabilitation of the existing 71,000 linear feet of 48- inch KBP, which is a specific object or purpose in and for the benefit of the District. The Department has determined that the Program is necessary for the proper maintenance and service of District facilities and therefore is in the public interest. It will provide greater redundancy and reliability in order to ensure a continuous, uninterrupted supply of drinking water to District users in compliance with federal, state and local regulatory requirements. Based on its review, the Department has determined that the proposed Program is the best, most cost effective option available to the District for this purpose.

The County is currently seeking authorization of a bond act to authorize the issuance of up to \$8,750,000 in additional bonds of the County, for the study, design, and construction management of the Program, noting the estimated maximum cost of the Program is \$105,000,000 including \$9,419,000 in previously authorized bonds of the County. The issuance of up to \$105,000,000 in bonds of the County for the Program equates to an estimated annual debt service payment of \$6,636,993. The Department anticipates that the Program will involve ongoing operations and maintenance costs above the current operating budget for additional water treatment in the amount of \$340,000 annually. The addition of the above mentioned operational costs results in a total annual cost for this Program of \$6,976,993. Accordingly, when distributed over the 67,774 taxable parcels in the District, the weighted average cost to the typical District property is approximately \$118.65.

Notice is hereby given that a public hearing will be held by the Board of Legislators of Westchester County on the ____ day of _____, 2024 at _____.m. in the chambers of the Westchester County Board of Legislators, 8th floor, 148 Martine Avenue, White Plains, New York for the purpose of hearing persons or parties interested in the aforementioned increase and improvement of facilities for the District.

Dated: _____, 2024
White Plains, New York

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

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

Your Committee is in receipt of a communication from the County Executive recommending the approval of a legislative package which, if approved by your Honorable Board would authorize the County of Westchester ("County") to proceed with Capital Project WD103 – County Water District #1 – Alternate Water Supply ("WD103") and Capital Project WD105 – County Water District #1 – Rehabilitation of the 48 inch Kensico-Bronx Pipeline ("WD105"), for the benefit of County Water District No. 1 ("District"), subject to an order issued by the Comptroller of the State of New York ("State Comptroller") permitting the expenditure, as described herein.

The Department of Environmental Facilities ("Department") has advised that WD103 and WD105 (together the "Program") will provide for an alternate water supply connection to the New York City Department of Environmental Protection ("DEP") Delaware Aqueduct at Shaft 23, located in the City of Yonkers. The Department is requesting the study, design, construction management, and construction funding authorization for this comprehensive upgrade Program that will consist of multiple projects to improve the resiliency of the District's infrastructure. This connection will supply raw water, via a new transmission main, to a new treatment facility which will be located along the routing of the new main and prior to connecting to the southern portion of the existing Kensico Bronx Pipeline ("KBP"). The work will also include the installation of additional water meters to unmetered connections, air vents, hydrants, and isolation valves on the existing 48 inch KBP. The new valves will be strategically located for improved reliability, serviceability, maintainability, and to minimize impacts of water supply disruptions that would occur due to pipe failures at points along the Existing KBP. Improvements to County facilities located at the DEP Shaft 22 in the City of Yonkers which provides water to the KBP will also be required. The Program will also address the need to install an un-interruptible power supply ("UPS") for the District's Central Avenue Pumping Station ultraviolet ("UV") facility. This UPS system will provide for uninterrupted UV treatment during utility power interruptions or power outages. This Program will also provide for the rehabilitation of the existing 71,000 linear feet of 48- inch KBP.

As your Honorable Board may recall, by Bond Act Nos. 3-2011, 187-2014, and 65-2015, previously authorized the County to issue bonds of the County for WD103, in an amount not-to-exceed \$9,419,000 for the study, design, construction management, and construction of two UV disinfection facilities; the Central Avenue and Orchard Street facilities, in the City of White Plains, and a study for evaluating an alternative water supply for the southern section of the KBP, for the benefit of the District. Your Committee is advised that these bonds have been partially sold, and at this time, there remains \$51,780.24. It is now requested that your Honorable Board authorize the issuance of bonds of the County in an amount not-to-exceed \$8,750,000 for the study, design, and construction management of the Program. It is estimated that study and design will take approximately twenty-four (24) months to complete. After design has been completed, a new request for the issuance of bonds of the County for the construction component of the Program will be submitted to your Honorable Board. The total estimated cost for the entire Program is \$105,000,000.

Your Committee is advised that the Department prepared a report dated August 15, 2024 (“District Report”) on behalf of the District, which recommends this Program. In its report, the Department has advised that the Program is necessary for the proper maintenance and service of District facilities and therefore is in the public interest. It will provide greater redundancy and reliability in order to ensure a continuous, uninterrupted supply of drinking water to District users in compliance with federal, state and local regulatory requirements. Based on its review, the Department has determined that the proposed Program is the best, most cost effective option available to the District for this purpose. A copy of the District Report is attached hereto for your Honorable Board’s review.

Your Honorable Board will recall that the District was duly established by Act No. 29-1964 (the “Act”), of the Westchester County Board of Supervisors. The District is comprised of the territorial limits of the Cities of White Plains, Mount Vernon and Yonkers and the Village of Scarsdale. This Act also approved the acquisition of the KBP for purposes of the District, the reconstruction and rehabilitation of said pipeline including direct connections to the Kensico Reservoir and the Delaware Aqueduct, and established zones of assessment and allocation of costs between zones of assessment. The four zones of assessment to assess District costs is as follows: White Plains 30%, Mount Vernon 28%; Yonkers 24%; and Scarsdale 18%.

As your Honorable Board may further recall, Article 5-A of the New York County Law (“Article 5-A”) imposes certain legal requirements on the County before projects can move forward. One such requirement is that your Honorable Board must conclude, after holding a public hearing that the proposed action is in the public interest. In this regard, a proposed resolution authorizing legal notice for the necessary public hearing is attached hereto (“Public Hearing Resolution”), which sets a date for a public hearing and annexes a copy of the notice to be published (“Notice”), as well as directing the Clerk to publish said Notice.

Further, as your Honorable Board may recall, pursuant to Article 5-A, approval of the New York State Comptroller’s Office (“State Comptroller”) is required in certain instances for the issuance of bonds to finance an increase and improvement of water district facilities. Section 268.3 of Article 5-A provides, in pertinent part, that:

“Whenever it is proposed or required that the county in which a district is located shall finance an expenditure or contract for the purposes authorized in this section by the issuance of the bonds...and the cost to the typical property or, if different, the typical one or two family home...is above the average estimated cost to the typical properties or or homes for similar types of expenditures as may be annually computed by the state comptroller, no such expenditure shall be made or contract let, unless the state comptroller, on behalf of the state, shall consent to such expenditure.” (Emphasis added).

In accordance with the above-referenced section, the State Comptroller typically issues annual guidelines setting forth average estimated costs with respect to, among other things, county water districts. The guidelines designate cost thresholds for such special districts at or below which approval by the State Comptroller’s Office is determined to be unnecessary. For 2024, the State Comptroller published that “there was insufficient data to calculate meaningful average estimated costs. Therefore, any type of district not listed above will be subject to applicable requirements for obtaining the State Comptroller’s approval, irrespective of the cost to the typical property or home, if debt is proposed to be issued to finance the improvement.” The State Comptroller’s Office did not issue a 2024 cost threshold for water districts, so approval of the State Comptroller is required for this Project. A copy of the guidelines has been annexed hereto.

Your Committee is advised that in order to comply with Article 5-A, and for the purposes of the public hearing, the Department, in conjunction with the Finance Department, has calculated that the issuance of \$105,000,000 in bonds of the County for the Program equates to an estimated annual debt service payment of \$6,636,993. The Department anticipates that the Program will involve ongoing operations and maintenance costs above the current operating budget for additional water treatment in the amount of \$340,000 annually. The addition of the

above mentioned operational costs results in a total annual cost for this Program of \$6,976,993. Accordingly, when distributed over the 67,774 taxable parcels of the District, the weighted average cost to the typical District property is approximately \$118.65, as more fully set forth in the District Report.

Further, in order to obtain the approval of the State Comptroller, State regulations require that the County submit a verified application ("Application") in the form prescribed by 2 NYCRR Part 85 ("State Regulations"), to the Office of the State Comptroller. The State Regulations further require that your Honorable Board adopt a resolution ("State Regulations Resolution") stating that it believes the following: the contents of the Application are accurate; that the proposed improvements are in the public interest; that said improvements will not constitute an undue burden on the property that will bear the cost thereof; and if the cost of the proposed improvements are to be assessed in whole or in part against benefited property, that all real property to be so assessed will be benefited by the proposed improvements and that no benefited property will be excluded. Should your Honorable Board, after the conclusion of the public hearing determine that the proposed increase and improvements are in the public interest, the Application and State Regulations Resolution are annexed hereto for your Honorable Board's review and approval.

The Department of Planning ("Planning") has advised that based on its review, the actions described in this legislation have been classified as "Type II" pursuant to the State Environmental Quality Review Act ("SEQR") and its implementing regulations, 6 NYCRR Part 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". Therefore, no further environmental review is required. The SEQR status sheets prepared by Planning are annexed hereto. Your Committee has reviewed the status sheets prepared by Planning and concur with this conclusion.

In order to proceed with the Program, approval of your Honorable Board is needed as follows:

1. Public Hearing Resolution – authorizing a public hearing to be held;
2. Act – authorizing the County to proceed with the Program for the benefit of the District and to implement improvements necessary, subject to the approval of the State Comptroller;
3. Act; authorizing that a verified application be submitted to the State Comptroller;

Dated: September 30, 2024
White Plains, New York

The following members attended the meeting remotely and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below

Committee(s) on:

Budget & Appropriations



Public Works & Transportation



4. State Regulations Resolution – as required by the State Regulations (2 NYCRR Part 85) in order to submit the verified application to the State Comptroller; and

5. Bond Acts – authorizing the issuance of up to an additional \$8,750,000 in bonds to finance the study, design and construction management for the Program subject to the consent of the State Comptroller authorizing such expenditure.

Please note that an affirmative vote of two thirds of the members of your Honorable Board is required in order to adopt the Bond Acts, while a majority vote is required to adopt the remainder of the legislative package.

Your Committee has carefully considered the proposed Program and based on its importance, it is recommended that your Honorable Board adopt the Public Hearing Resolution. Furthermore, in the event that your Honorable Board should, following the public hearing, conclude that the proposed actions are in the public interest, it is recommended that your Honorable Board adopt the remainder of the legislative package.

Dated: September 30th, 2024
White Plains, New York

Timothy Zeller John -
Stef
J. V.
Manay Ban
Vedat Gahni
Jul 2
Dr. W.

Stef
Timothy Zeller John -
J. V.
Manay Ban
Vedat Gahni

COMMITTEE ON
c/lac/8.15.24

Budget & Appropriations

Public Works & Transportation

County of Westchester Department of Environmental Facilities

CAPITAL PROJECTS WD103 & WD105:
COUNTY WATER DISTRICT NO. 1 -
ALTERNATE WATER SUPPLY &
REHABILITATION OF THE 48-INCH KENSICO-BRONX PIPELINE

DISTRICT REPORT

Dated: August 15, 2024

Vincent F. Kopicki, P. E.
Commissioner

I. INTRODUCTION

The Department of Environmental Facilities (the “Department”) on behalf of Westchester County Water District No. 1 (the “District”) is proposing an increase, addition and improvement of existing District facilities, which is necessary for the continued effective operation of the District in compliance with state, federal, and local law as described herein, and for which the Department at this time, seeks approval of a bond act of the County, in an amount not to exceed \$8,750,000 to finance the study, design, and construction management of a comprehensive program to rehabilitate, improve, and provide a redundant connection for the 48-inch Kensico-Bronx Pipeline (KBP) (the “Program”). However, at this time, the Department is currently requesting the New York State Comptroller’s approval for a total maximum not-to-exceed cost of \$105,000,000 which accounts for the estimated ultimate total cost of this Program, including the elements of work mentioned above and the construction costs. The Department plans to seek the County’s approval for the construction funding at a later date.

Capital Projects WD103 & WD105: County Water District No. 1 – Alternate Water Supply and Rehabilitation of the 48-inch Kensico-Bronx Pipeline

The current upgrade Program that is the subject of this District Report is described herein in Section III, and will provide funding for the upgrade of drinking water treatment and conveyance equipment and systems, in the District, to improve the reliability of the County’s drinking water service to the member municipalities, which consist of the Village of Scarsdale, and the Cities of White Plains, Mount Vernon, and Yonkers.

The Department’s plan of financing for this Program includes previous requests totaling \$9,419,000 authorized by Bond Act Nos. 3-2011, 187-2014, and 65-2015 for WD103, for the study, design, construction management, and construction of two ultraviolet (UV) disinfection facilities, the Central Avenue facility and the Orchard Street facility, in the City of White Plains, and a study for evaluating an alternative water supply for the southern section of the KBP, for the benefit of the District.

II. BACKGROUND

By Act No. 29-1964 (the “Act”), the Westchester Board of Supervisors established the District comprising the territorial limits of the Cities of White Plains, Mount Vernon and Yonkers and the Village of Scarsdale. This Act also approved the acquisition of a forty-eight (48) inch pipeline, known as the KBP, owned by the City of New York for purposes of the District, the reconstruction and rehabilitation of said pipeline including direct connections to the Kensico Reservoir and the Delaware Aqueduct, and established zones of assessment and allocation of costs between zones of assessment.

The District includes four (4) zones of assessment, which were established correlating to the municipalities in the District, and the apportionment of taxes for the cost of acquisition, reconstruction, rehabilitation, operation and maintenance of District facilities.

III. THE CURRENT RECOMMENDED PROGRAM

WD103 Alternative Water Supply & WD105 Rehabilitation of the 48-inch Kensico Bronx Pipeline

The Department is requesting study, design, construction management, and construction funding authorization for the comprehensive upgrade Program that will consist of multiple projects to improve the resiliency, reliability and redundancy of the District's critical delivery infrastructure.

This Program will provide for an alternate water supply connection to the NYCDEP Delaware Aqueduct at Shaft 23, located in the City of Yonkers. This connection will supply raw water, via a new transmission main, to a new treatment facility which will be located along the routing of the new main and prior to connecting to the southern portion of the existing KBP. The work will also include the installation of additional water meters to unmetered connections, air vents, hydrants, and isolation valves on the existing 48-inch KBP. The new valves will be strategically located for improved reliability, serviceability, maintainability, and to minimize potential impacts of water supply disruptions that would occur due to pipe failures at points along the existing KBP. Improvements to County facilities located at New York City's Shaft 22 in Yonkers, which provides water to the KBP, will also be required, and is included in this approval request.

In addition, this Program will also address the need to install an un-interruptible power supply (UPS) for the District's Central Avenue Pumping Station (CAPS) UV facility. This UPS system will provide for uninterrupted UV treatment during utility power interruptions or power outages.

The Program will also provide for the rehabilitation of the existing 71,000 linear feet of 48-inch KBP. The overall condition of the existing KBP will be assessed to identify all needed pipe rehabilitation or site drainage improvements as well as evaluating pipe replacement and routing alternatives for new piping. Construction phasing and methods to maintain operations during construction, and preliminary costs estimates for each type of deficiency identified, will also be included in the study. A design for the rehabilitation of the KBP will be developed based on the results of the study.

IV. EFFECT ON COST OF OPERATION

The cost of the proposed improvements for this Program will be assessed against all District properties benefiting from the Program, noting that no benefited property will be excluded.

The Department anticipates that the Program will involve ongoing operations and maintenance costs above the current operating budget for additional water treatment. The anticipated additional cost is \$340,000 annually.

For purposes of calculating the cost to the typical District property in accordance with Article 5-A of the County Law, the following calculations are based on the total estimated cost of \$105,000,000 as for the portions of the Program described above in Section III.

The County Finance Department has calculated that the issuance of \$105,000,000 in bonds of the County, equates to an estimated annual debt service payment of \$ 6,636,993. The addition of the above mentioned operational costs results in a total annual cost for this Program of \$6,976,993. Accordingly, when distributed over the 67,774 taxable parcels in the District, the weighted average cost to the typical District property is approximately \$118.65.

Please refer to Attachment No. 1 for a detailed summary of the estimated total costs for the Program.

V. FINDINGS AND RECOMMENDATIONS

The Department has carefully reviewed the proposed increase and improvement of the District facilities and recommends approval of the above referenced Program. This Program is necessary for the proper maintenance and service of District facilities, and therefore in the public interest in order to ensure a continuous, uninterrupted supply of drinking water to District users in compliance with federal, state and local regulatory requirements and is the best, most cost effective option available for this purpose.

Attachment No. 1

The proposed estimated cost of the portions of the Program described above in Section III include an amount not-to-exceed \$105,000,000 for the benefit of County Water District No. 1 (the "District") which is comprised of four (4) zones of assessment as follows:

<u>Municipalities/Zones</u>	<u>Percent</u>	<u>Program Cost</u>
Mount Vernon	28.00%	\$29,400,000
White Plains	30.00%	\$31,500,000
Yonkers	24.00%	\$25,200,000
Scarsdale	18.00%	\$18,900,000
Total	100.00%	\$105,000,000

The Executive Director of the Westchester County Tax Commission advised the Department that the following are the assessed values that approximate the assessed value of a majority of the typical properties in the municipalities forming the District:

Municipality Typical Residential Assessed Value:

City of Mount Vernon:	\$9,807
City of White Plains:	\$14,554
City of Yonkers:	\$11,266
Village of Scarsdale:	\$1,606,457

Following the formula set forth in 2 NYCRR 85.4(q), the Department calculated that it is estimated that the owner of a typical one or two family home will be required to pay \$118.65 "in the first year . . . for debt service, operation and maintenance and other charges...related to the proposed improvements"

RESOLUTION NO. 163-2024

WHEREAS, the Westchester County Board of Supervisors, now known as the Westchester County Board of Legislators (“Board”) duly established County Water District No. 1 (“District”) in 1964 pursuant to Article 5-A of the New York State County Law (“Article 5-A”) by Act No. 29-1964; and

WHEREAS, the District is comprised of the territorial limits of the Cities of White Plains, Mount Vernon and Yonkers and the Village of Scarsdale; and

WHEREAS, the District includes four zones of assessment as follows: White Plains 30%; Mount Vernon 28%; Yonkers 24% and Scarsdale 18%, noting that said zones of assessment relate to the apportionment of District costs; and

WHEREAS, the Department of Environmental Facilities (“Department”) has prepared and submitted to this Honorable Board a report dated August 15, 2024, as may be amended from time to time (“District Report”), which recommends the following capital projects: Capital Project WD103 – County Water District #1 – Alternate Water Supply (“WD103”) and Capital Project WD105 – County Water District #1 – Rehabilitation of the 48 inch Kensico-Bronx Pipeline (“WD105”), for the benefit of County Water District No. 1 (“District”), subject to an order issued by the Comptroller of the State of New York (“State Comptroller”) permitting the issuance of bonds of the County for such expenditure; and

WHEREAS, WD103 and WD105 (together the “Program”) will provide for an alternate water supply connection to the New York City Department of Environmental Protection (“DEP”) Delaware Aqueduct at Shaft 23, located in the City of Yonkers. The Department is requesting the study, design, construction management, and construction funding authorization for this comprehensive upgrade Program that will consist of multiple projects to improve the resiliency of the District’s infrastructure. This connection will supply raw water, via a new transmission main, to a new treatment facility which will be located along the routing of the new main and prior to connecting to the southern portion of the existing

Kensico Bronx Pipeline (“KBP”). The work will also include the installation of additional water meters to unmetered connections, air vents, hydrants, and isolation valves on the existing 48 inch KBP. The new valves will be strategically located for improved reliability, serviceability, maintainability, and to minimize impacts of water supply disruptions that would occur due to pipe failures at points along the Existing KBP. Improvements to County facilities located at the DEP Shaft 22 in the City of Yonkers which provides water to the KBP will also be required. The Program will also address the need to install an un-interruptible power supply (“UPS”) for the District’s Central Avenue Pumping Station ultraviolet (“UV”) facility. This UPS system will provide for uninterrupted UV treatment during utility power interruptions or power outages. This Program will also provide for the rehabilitation of the existing 71,000 linear feet of 48- inch KBP, which is a specific object or purpose in and for the benefit of the District; and

WHEREAS, the County is currently seeking authorization of the issuance of up to \$8,750,000 in bonds of the County to finance the study, design and construction management of the Program, stating the estimated maximum cost of the entire Program is \$105,000,000; noting that the financing plan of the Program includes \$9,419,000 in bonds previously authorized by Act Nos. 3-2011, 187-2014, and 65-2015 for WD103; and

WHEREAS, the Department has advised that in order to comply with Article 5-A, and for the purposes of the public hearing, the Department, in conjunction with the Finance Department, has calculated that the issuance of \$105,000,000 in bonds of the County for the Program equates to an estimated annual debt service payment of \$6,636,993. The Department anticipates that the Program will involve ongoing operations and maintenance costs above the current operating budget for additional water treatment in the amount of \$340,000 annually. The addition of the above mentioned operational costs results in a total annual cost for this Program of \$6,976,993. Accordingly, when distributed over the 67,774 taxable parcels in the District, the weighted average cost to the typical District property is approximately \$118.65, as more fully set forth in the District Report; and

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

NOW, THEREFORE, BE IT

RESOLVED, that a public hearing shall be held upon the proposed increase and improvement of facilities for the District, as more fully set forth in the District Report dated August 15, 2024 as may be amended from time to time; said hearing to be held in the Board of Legislators Chambers, Room 800, Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601 on the 21st day of October, 2024 at 7:30 pm; and be it further

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

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

RESOLVED, that this Resolution shall take effect immediately

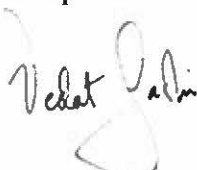
Vedat Gashi

Chairman of the Board
Legislator, 4th District



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

Hon. Erika Pierce
Chair, Public Works & Transportation

FROM: Hon. Vedat Gashi
Chairman of the Board 

DATE: September 18, 2024

RE: Item 2024-480 – PH-Proposed Increase & Improvements of Facilities for County Water Dist. 1 and Item 2024-481 - ACT-Proposed Increase & Improvements of Facilities for County Water Dist. 1

As Chairman of the Board of Legislators, I am placing the below items directly into the Committees on Budget & Appropriations and Public Works & Transportation:

Thank you.

(ID: 2024-480) **PH-Proposed Increase & Improvements of Facilities for County Water Dist. 1**

A RESOLUTION to set a Public Hearing authorizing the County of Westchester to proceed with Capital Project WD103 - County Water District #1-Alternate Water Supply (WD103) and Capital Project WD105 - County Water District #1 - Rehabilitation of the 48 inch Kensico-Bronx Pipeline (WD105) for the benefit of County Water District No. 1. [Public Hearing set for _____, 2024 at ____ .m.].

(ID: 2024-481) **ACT-Proposed Increase & Improvements of Facilities for County Waste Dist. 1**

AN ACT to increase and improve Westchester County Water District No. 1 facilities to carry out capital Project WD103 and WD105 in accordance with the recommendations of the District Report of Department of Environmental Facilities subject to an order of the Comptroller of the State of New York.

CC: Marcello Figueroa
Dayana Gomez
James Silverberg
Sunday Vanderberg

RESOLUTION NO. 123 - 2024

RESOLVED, that this Board hold a public hearing pursuant to Section 209.141(4) of the Laws of Westchester County on Local Law Intro. No. S13- 2024, entitled, "A Local Law amending Chapter 813 of the Laws of Westchester County relating to road construction specifications." The public hearing will be held at ^{7:30}p.m. on the 21 day of October, 2024 in the Chambers of the Board of Legislators, 8th Floor, Michaelian Office Building, White Plains, New York. The Clerk of the Board shall cause notice of the time and date of such hearing to be published at least once in one or more newspapers published in the County of Westchester and selected by the Clerk of the Board for that purpose in the manner and time required by law.



George Latimer
County Executive

October 15, 2024

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

Dear Honorable Members of the Board:

Pursuant to New York State Correction Law sections 500-c and 500-d, the County of Westchester ("County") is required to transport at its own expense prisoners between local municipalities and the Westchester County Jail located at Valhalla, New York. The County relies on assistance from local municipalities to carry out these functions and by so doing saves taxpayer funds.

Transmitted herewith for your review and approval is legislation which would authorize the County to enter into an intermunicipal agreement ("IMA") with the City of White Plains ("White Plains") in order to reimburse White Plains in an amount not to exceed \$97,500.00 in 2022, \$114,500.00 in 2023, \$195,000.00 in 2024, and \$195,000.00 in 2025, for a total amount not to exceed \$602,000.00, for the term commencing retroactively on January 1, 2022 and expiring on December 31, 2025. This IMA will allow the County to reimburse White Plains for the costs incurred by White Plains to transport prisoners who have been arraigned to and from White Plains and the Westchester County Jail, located at Valhalla, New York.

The annual reimbursement amount for 2022 and 2023 shall include all expenses related to the transportation of prisoners pursuant to the IMA.

Thereafter, in 2024 and in 2025, reimbursement to White Plains for round trip prisoner transportation will be at the following all in rates: \$270.00 per round trip with two police officers; \$405.00 per round trip with three police officers; and \$540.00 per round trip with four police officers. White Plains shall not be entitled to reimbursement for any prisoner transportation expense not specifically provided in the IMA.

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

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



I believe that this IMA with White Plains is in the best interests of the County, and I therefore, recommend that your Honorable Board approve the annexed Act.

Very truly yours,

A handwritten signature in black ink, appearing to read "George Latimer", written in a cursive style.

George Latimer
County Executive

GL/mb
Att.

**TO THE COUNTY BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER**

Your Committee has been advised that pursuant to sections 500-c and 500-d of the New York State Correction Law, the County of Westchester ("County") is required at its own expense to transport prisoners between local municipalities and the Westchester County Jail located at Valhalla, New York.

Your Committee is in receipt of a communication from the County Executive, recommending approval of an Act, which, if adopted, would authorize the County to enter into an intermunicipal agreement ("IMA") with the City of White Plains ("White Plains") in order to reimburse White Plains in an amount not to exceed \$97,500.00 in 2022, \$114,500.00 in 2023, \$195,000.00 in 2024, and \$195,000.00 in 2025, for a total amount not to exceed \$602,000.00, for the term commencing retroactively on January 1, 2022 and expiring on December 31, 2025. This IMA will allow the County to reimburse White Plains for the costs incurred by White Plains to transport prisoners who have been arraigned to and from White Plains and the Westchester County Jail.

Your Committee has been further advised that the annual reimbursement amount for 2022 and 2023 shall include all expenses related to the transportation of prisoners pursuant to the IMA. Thereafter, in 2024 and in 2025, reimbursement to White Plains for round trip prisoner transportation will be at the following all in rates: \$270.00 per round trip with two police officers; \$405.00 per round trip with three police officers; and \$540.00 per round trip with four police officers. White Plains shall not be entitled to reimbursement for any prisoner transportation expense not specifically provided in the IMA.

The Department of Planning has advised that the proposed IMA does not meet the definition of an “action” under the State Environmental Quality Review Act (“SEQRA”), and its implementing regulations, 6 NYCRR, Part 617. Please refer to the Memorandum from the Department of Planning dated January 8, 2024, which is on file with the Clerk of the Board of Legislators. Therefore, no environmental review is required. Your Committee concurs with this recommendation.

Your Committee has been advised that a majority of the voting strength of the Board of Legislators is required in order to adopt the attached Act.

After review and careful consideration, your Committee recommends favorable action upon the proposed Act.

Dated: _____, 2024

White Plains, New York

COMMITTEE ON:

C/MB/10.4.24

FISCAL IMPACT STATEMENT

SUBJECT: Pris. Trans. White Plains 2022-2025

☐ NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

<input checked="" type="checkbox"/>	GENERAL FUND
-------------------------------------	--------------

☐ AIRPORT FUND

<input type="checkbox"/>	SPECIAL DISTRICTS FUND
--------------------------	------------------------

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense	\$	97,500
-----------------------------------	-----------	---------------

Total Current Year Revenue

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

☐ Additional Appropriations ☐ Other (explain)

Identify Accounts: 35-1000-1000-4445

Potential Related Operating Budget Expenses:	Annual Amount
	\$ _____

Describe: 2022-\$97,500(to reimburse city of White Plains for transporting prisoners).

Potential Related Operating Budget Revenues:	Annual Amount
--	---------------

Describe:

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

Current Year: N/A

Next Four Years: 2023- \$114,500

2024-\$195,000

2025-\$195,000

Prepared by: William Fallon 

Title: Director of Administrative services

Department: Correction

Date: October 9, 2024

Reviewed By: [Signature]

Budget Director

Date: 10/11/24

ACT NO. 2024- _____

AN ACT authorizing the County of Westchester to enter into an Intermunicipal Agreement with the City of White Plains in order to provide reimbursement for prisoner transportation to the Westchester County Jail within the period from January 1, 2022 through December 31, 2025, for a total amount not to exceed \$602,000.00.

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

Section 1. The County of Westchester (the “County”) be and hereby is authorized to enter into an Intermunicipal Agreement (“IMA”) with the City of White Plains (“White Plains”) in order to reimburse the municipality for the cost to transport prisoners round trip between White Plains and the Westchester County Jail located at Valhalla, New York, in the amount not to exceed in an amount not to exceed \$97,500.00 in 2022, \$114,500.00 in 2023, \$195,000.00 in 2024, and \$195,000.00 in 2025, for a total amount not to exceed \$602,000.00 for the term commencing retroactively on January 1, 2022 and expiring on December 31, 2025.

§2. The County will reimburse White Plains the annual reimbursement amount for 2022 and 2023, which shall include all expenses related to the transportation of prisoners pursuant to the IMA. In 2024 and in 2025, reimbursement to White Plains for round trip prisoner transportation will be at the following all in rates: \$270.00 per round trip with two police officers; \$405.00 per round trip with three police officers; and \$540.00 per round trip with four police officers. White Plains shall not be entitled to reimbursement for any prisoner transportation expense not specifically provided in the IMA.

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

§4. This Act shall take effect immediately.

PRISONER TRANSPORTATION—WHITE PLAINS

THIS AGREEMENT, made this _____ day of _____, 2024

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 CITY OF WHITE PLAINS, a municipality of the State of New York having its office and place of business at 255 Main Street, White Plains, New York 10601 (hereinafter referred to as the “Municipality”)

(each of the County and the Municipality may be referred to individually as a “Party” and together as the “Parties”)

WHEREAS, pursuant to Sections 500-c and 500-d of the Corrections law prisoners are required to be transported between local municipalities and the Westchester County Jail in Valhalla, New York; and

WHEREAS, the County and the Municipality agree to cooperate in providing such prisoner transportation.

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

1. **PRISONER TRANSPORTATION:** Except for prisoners arrested by Westchester County Department of Public Safety Services, the Municipality shall provide round trip prisoner transportation using its own police department personnel and vehicles between the Municipality and the Westchester County Department of Correction (“Department”) for all prisoners remanded to the Westchester County Jail by court order or required to appear before the local court within the Municipality. The County will reimburse

the Municipality for the actual number of round trips. The Municipality, where possible, shall hold prisoners for one daily trip to the Westchester County Jail.

2. DEFINITION OF ROUND TRIP:

“Round Trip” is defined as:

For Transportation to County Jail subsequent to arrest - 1 round trip;

For Transportation from County Jail to local court; no return - 1 round trip;

For Transportation from County Jail to local court; remand to County Jail, - 2 round trips;

3. PAYMENT: The Municipality shall be reimbursed by the County for prisoner transportation services as follows:

For the year 2022, an amount not to exceed NINETY-SEVEN THOUSAND, FIVE HUNDRED (\$97,500.00) DOLLARS;

For the year 2023, an amount not to exceed ONE HUNDRED FOURTEEN THOUSAND, FIVE HUNDRED (\$114,500.00), DOLLARS;

The annual reimbursement amount for 2022 and 2023 shall include all expenses related to the transportation of prisoners pursuant to this Agreement; and

For the year 2024, \$270.00 per round trip with two police officers; \$405.00 per round trip with three police officers and \$540.00 per round trip with four police officers for an amount not to exceed \$195,000.00; and

For the year 2025, \$270.00 per round trip with two police officers; \$405.00 per round trip with three police officers and \$540.00 per round trip with four police officers for an amount not to exceed 195,000.00.

The total aggregate amount not exceed payable by the County shall be \$602,000.00.

This Agreement shall be deemed executory only to the extent of the monies appropriated and available for the purpose of this Agreement and no liability on account hereof shall be incurred by the County beyond the amount of such monies.

Requests for reimbursement shall be submitted by the Municipality on a monthly basis on properly executed County claim forms and paid after approval by the Commissioner of the Department; provided, however, that requests for reimbursement for amounts incurred prior to the execution of this Agreement may be made in one consolidated claim which includes a breakdown of all the charges and trips, covering the entirety of such periods, with supporting documentation as requested by the Commissioner. The number of round trips made, prisoners transported and dates should be listed on the claim forms submitted to the Department. Reimbursement request shall be subject to audit by the County, and the Municipality shall keep and make available to the County such detailed books and records as are reasonably necessary to substantiate the basis for reimbursement. The Municipality shall not be entitled to reimbursement for any prisoner transportation expense not specifically provided for herein.

4. **TERM:** This Agreement shall commence retroactively on January 1, 2022 and shall expire on December 31, 2025. The County or the Municipality may, upon thirty (30) days written notice to the other Party, terminate this Agreement in whole or in part when it deems it to be in its best interest. In such event, the Municipality shall be compensated and the County shall be liable only for payment for services rendered prior to the effective date of termination.

5. **INSURANCE AND INDEMNIFICATION:** All personnel and vehicles engaged in prisoner transportation duties shall at all times remain and be deemed the employees and property of the Municipality. In addition to, and not in limitation of the insurance provisions contained in Schedule "A" of this Agreement, the Municipality agrees to indemnify, defend and hold the County, its officers, employees and agents harmless from

and against any and all liability, loss, damage or expense the County may suffer as a result of any and all claims, demands, causes of action or judgments arising directly or indirectly out of the transportation of prisoners for which reimbursement is sought hereunder for losses arising out of the negligent acts or omissions of the Municipality, its agents or employees.

6. **ENTIRE AGREEMENT:** This Agreement constitutes the entire and integrated agreement between and among the parties hereto and supersedes any and all prior negotiations, agreements and conditions, whether written or oral. Any modification or amendment to this Agreement shall be void unless it is in writing and subscribed by the party to be charged.

7. **APPLICABLE LAW:** This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

8. **APPROVALS:** This Agreement is subject to the approval of the Westchester County Board of Legislators and the governing legislative body of the Municipality.

IN WITNESS WHEREOF, the County and the Municipality have executed this Agreement on the _____ day of _____, 2024.

THE COUNTY OF WESTCHESTER

THE CITY OF WHITE PLAINS

By: _____
Joseph K. Spano
Commissioner of Correction

By: _____
Thomas M. Roach
Mayor

Approved by the Westchester County Board of Legislators by Act Number 20 - ____ on the ____th day of _____, 20__.

Approved by the Common Council of the City of White Plains on the 7th day of October, 2024.

Approved
:

Approved as to form and
manner of execution:

Assistant County Attorney
The County of Westchester
K/BARA/DCR/White Plains IMA 22-25 CON135342

MUNICIPALITY'S ACKNOWLEDGEMENT

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

On this _____ day of _____, 2024, before me personally came Thomas M. Roach, to me known, and known to me to be the Mayor of The City of White Plains, the municipal corporation described in and which executed the within instrument, who being by me duly sworn did depose and say that he, the said Thomas M. Roach resides at White Plains, New York and that he is Mayor of said municipal corporation.

Notary Public County

I, John G. Callahan, certify that I am the Corporation Counsel of The City of White Plains (the "Municipality") a corporation duly organized in good standing under the Laws of 1915, Chapter 356 named in the foregoing agreement that Thomas M. Roach who signed said agreement on behalf of the Municipality was, at the time of execution Mayor of the Municipality, that said agreement was duly signed for on behalf of said Municipality by authority of its thereunto Common Council duly authorized, and that such authority is in full force and effect at the date hereof.

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

Notary Public County

SCHEDULE "A"

STANDARD INSURANCE PROVISIONS **(Municipality - LEO)**

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 \$5,000,000 (c.s.l) per occurrence 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: This policy can be utilized to supplement the General Liability policy so as to yield a minimum total combined single limit of \$5,000,000 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 \$5,000,000 for bodily injury and property damage unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage (and can be provided within a Law Enforcement Liability or offered as a stand-alone policy) the following coverages and name the "County of Westchester" as additional insured:
 - (i) Owned automobiles.
 - (ii) Hired automobiles.
 - (iii) Non-owned automobiles.

- e) Law Enforcement Liability/Police Liability insurance - The Municipality shall provide proof of such insurance naming the County as additionally insured. (Limits of \$5,000,000 per occurrence). This policy shall include but not be limited to: coverage for moon lighting, assault and battery, excessive force, failure to render medical attention, failed CPR, false arrest, deliberate indifference, misuse of fire arms, Abuse and Molestation, sexual, racial and other forms of harassment and discrimination, auto liability, mistakes resulting in harm.
- f) Professional Liability. The Municipality shall provide proof of such insurance. (Limits of \$5,000,000 per occurrence). This policy can be provided as a stand-alone policy or can be provided within a Law Enforcement Liability policy.
- g) Abuse and Molestation Liability, either by separate policy of insurance or through endorsement to the General Liability Policy or Professional Liability Policy, or can be provided within a Law Enforcement Liability policy. (Limits of \$5,000,000.00 per occurrence). This insurance shall include coverage for the following, including coverage for client on client, counselor client, and third parties:
 - (i) Misconduct
 - (ii) Abuse (including both physical and sexual)
 - (iii) Molestation

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

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

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

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

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



George Latimer
County Executive

October 8, 2024

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

Dear Honorable Members of the Board of Legislators:

Transmitted herewith for your consideration is legislation which, if approved, would establish a revised Policy for Investing and Protecting Public Funds for the County of Westchester (the "County"), pursuant to New York State General Municipal Law Section 39 (the "Investment Policy"). The annexed Act would authorize the adoption of a revised Investment Policy.

In order to comply with the provisions of General Municipal Law Section 39, your Honorable Board has from time to time established a comprehensive Investment Policy which details County government operative policy and instructions to officers and staff regarding the investment, monitoring and reporting of County government funds. In order to comply with the provision above, the Investment Policy is reviewed annually by the Department of Finance (the "Department") and submitted to your Honorable Board for its approval. The Investment Policy currently in effect addresses several topics, including but not limited to the following: (1) a list of permitted types of investments of the County; (2) procedures and policies to secure in a satisfactory manner the County's financial interest in investments; (3) standards for written agreements pursuant to which investments are made; (4) procedures for monitoring, control, deposit and retention of investments and collateral; (5) standards for security and custodial agreements with banks or trust companies authorized to do business in the State of New York, pursuant to which obligations and collateral are held by such banks and trust companies for the County; (6) standards for the diversification of investments and firms with whom the County transacts business; and (7) standards for the qualification of investment agents which transact business with the County, such as criteria covering credit worthiness, experience, capitalization, size and other factors that make a firm capable and qualified to do business with the County.

As your Honorable Board is aware, the Investment Policy was last amended by Act No. 94-2023 by revising the list of the County's approved depository banks. I have been advised that the Department has reviewed the current Investment Policy and recommends the following amendments:

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

Telephone: (914)995-2900 Website: westchestercountyny.gov



1. Add the following language to **Section VI. Internal Controls** in order to include periodic monitoring of collateral, which provides for a schedule of collateral (in excess of FDIC coverage) to be prepared periodically:

“These internal controls will also include provisions for monitoring collateral pledged by institutions as required from time to time.”

2. Amend the dollar limits and banking institutions listed in **Section VII. Designation of Depositories** in order to take advantage of competitive opportunities at depositories as follows:

- increase the total dollar limit at TD bank from \$350 million to \$500 million;
- decrease the total dollar limit at Wells Fargo from \$500 million to \$300 million;
- increase the total dollar limit at ConnectOne Bancorp from \$25 million to \$150 million;
- increase the total dollar limit at Customers Bank from \$50 million to \$100 million;
- increase the total dollar limit at Valley National Bank from \$10 million to \$50 million; and
- add Metropolitan Commercial Bank to the list as a new bank with a total dollar limit of \$25 million.

3. Revise the language in **Section VIII. Collateralization of Deposits** as follows:

A.) to be consistent with New York General Municipal Law (“GML”) Section 10 which requires eligible securities to be “*at least equal to*” the aggregate amount of deposits. The current 102% requirement is not consistent with GML Section 10; and

B.) the Commissioner of Finance will be permitted to accept an irrevocable letter of credit from a federal home loan bank as collateral as an alternative to a pledge of eligible securities as follows:

“In accordance with the provisions of General Municipal Law Section 10, all deposits of the County, including certificates of deposit and special time deposits in excess of the amount insured under the provision of the Federal Deposit Insurance Act, shall be secured by either:

1. A pledge of “Eligible Securities” (see Appendix A) with an aggregate “Market Value”, as defined by General Municipal Law Section 10 for the various defined categories of eligible securities at least equal to the aggregate amount of deposits.

or:

2. *An "irrevocable letter of credit" issued in favor of Westchester County by a federal home loan bank whose commercial paper and other unsecured short-term debt obligations are rated in the highest rating category by at least one nationally recognized statistical rating organization, as security for the payment of 100 percent of the aggregate amount of deposits and the agreed-upon interest, if any."*

4. In Section X. **Permitted Investments**, for ease of reading, the first two bullet points have been consolidated. In addition, to allow for more investment opportunities, the Investment Policy is amended to allow for the option to invest in CDARS and ICS type programs where banks pool FDIC coverage. New language has also been included (as shown below) to allow investment in Cooperative Investment pools as follows:

"Through a Deposit Placement Program, certificates of deposit in one or more "banking institutions", as defined in Banking Law Section 9-r;"

"In addition to the above, Cooperative Investment pools as defined in Article 5-G of the General Municipal Law and in accordance with Article 3-A of the General Municipal Law shall also be considered to be a Permitted County Investment with the following conditions:

- *Investments held by any pools are acceptable to and meet the due diligence standards of the Commissioner of Finance.*
- *Additionally, County investment in any such pools must be periodically evaluated by the Commissioner of Finance against County Investment return and/or other industry performance results."*

5. In Section XII. **Purchase of Investments**, language requiring authorization from your Honorable Board for investment in cooperative investments has been removed. To be consistent with other allowable investments under the Investment Policy, authorization to invest in municipal cooperative pools shall be granted with the adoption of the Investment Policy. This will allow the Department to take advantage of opportunities in real-time as rates present favorably as follows:

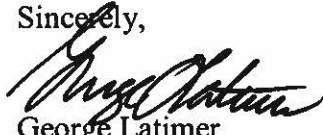
"By participation in a cooperative investment program with another authorized governmental entity pursuant to Article 5-G of the General Municipal Law and in accordance with Article 3-A of the General Municipal Law."

6. **Appendix "B"** is amended to add the following language in order to comply with General Municipal Law for a limitation of the total transactions per individual registered broker in any twelve (12) month period:

"This list is as of the date specified above and is provided for informational purposes. Pursuant to Section XII, the County shall only utilize securities dealers on the list at the time of the transaction and in any 12-month period limit its transactions with any one institution to no more than \$400M."

I respectfully recommend approval of the annexed Act in order to revise the Investment Policy for the County of Westchester.

Sincerely,



George Latimer
County Executive

GL/KH/LAC

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

Your Committee is in receipt of a communication from the County Executive recommending the adoption of an Act which, if approved, would establish a revised comprehensive Policy for Investing and Protecting Public Funds of the County of Westchester (the “County”), pursuant to New York State General Municipal Law Section 39 (the “Investment Policy”). The annexed Act would authorize the adoption of a revised Investment Policy.

Your Committee is advised that in order to comply with the provisions of General Municipal Law Section 39, your Honorable Board has from time to time established a comprehensive Investment Policy which details County government operative policy and instructions to officers and staff regarding the investment, monitoring and reporting of County government funds. The Investment Policy is reviewed annually by the Department of Finance (the “Department”) and submitted to your Honorable Board for its approval. The Investment Policy currently in effect addresses several topics, including but not limited to the following: (1) a list of permitted types of investments of the County; (2) procedures and policies to secure in a satisfactory manner the County’s financial interest in investments; (3) standards for written agreements pursuant to which investments are made; (4) procedures for monitoring, control, deposit and retention of investments and collateral; (5) standards for security and custodial agreements with banks or trust companies authorized to do business in the State of New York, pursuant to which obligations and collateral are held by such banks and trust companies for the County; (6) standards for the diversification of investments and firms with whom the County transacts business; and (7) standards for the qualification of investment agents which transact business with the County, such as criteria covering credit worthiness, experience, capitalization, size and other factors that make a firm capable and qualified to do business with the County.

As your Honorable Board is aware, the Investment Policy was last amended by Act No. 94-2023 in order to revise the list of the County’s approved depository banks.

Your Committee is advised that the Department has reviewed the current Investment Policy and recommends the following amendments:

1. Add the following language to Section **VI. Internal Controls** in order to include periodic monitoring of collateral, which provides for a schedule of collateral (in excess of FDIC coverage) to be prepared periodically:

“These internal controls will also include provisions for monitoring collateral pledged by institutions as required from time to time.”

2. Amend the dollar limits and banking institutions listed in Section **VII. Designation of Depositories** in order to take advantage of competitive opportunities at depositories as follows:
 - increase the total dollar limit at TD Bank from \$350 million to \$500 million;
 - decrease the total dollar limit at Wells Fargo from \$500 million to \$300 million;
 - increase the total dollar limit at ConnectOne Bancorp from \$25 million to \$150 million;
 - increase the total dollar limit at Customers Bank from \$50 million to \$100 million;
 - increase the total dollar limit at Valley National Bank from \$10 million to \$50 million; and
 - add Metropolitan Commercial Bank to the list as a new bank with a total dollar limit of \$25 million.
3. Revise the language in Section **VIII. Collateralization of Deposits** as follows:
 - A.) to be consistent with New York General Municipal Law (“GML”) Section 10 which requires eligible securities to be “*at least equal to*” the aggregate amount of deposits. The current 102% requirement is not consistent with GML Section 10;
 - B.) the Commissioner of Finance will be permitted to accept an irrevocable letter of credit from a federal home loan bank as collateral, as an alternative to a pledge of eligible securities as follows:

“In accordance with the provisions of General Municipal Law Section 10, all deposits of the County, including certificates of deposit and special time deposits in excess of the amount insured under the provision of the Federal Deposit Insurance Act, shall be secured by either:

1. A pledge of “Eligible Securities” (see Appendix A) with an aggregate “Market Value”, as defined by General

Municipal Law Section 10 for the various defined categories of eligible securities at least equal to the aggregate amount of deposits.

or:

2. An "irrevocable letter of credit" issued in favor of Westchester County by a federal home loan bank whose commercial paper and other unsecured short-term debt obligations are rated in the highest rating category by at least one nationally recognized statistical rating organization, as security for the payment of 100 percent of the aggregate amount of deposits and the agreed-upon interest, if any."

4. In Section X. **Permitted Investments**, for ease of reading, the first two bullet points have been consolidated. In addition, to allow for more investment opportunities, the Investment Policy is amended to allow for the option to invest in CDARS and ICS type programs where banks pool FDIC coverage. New language has also been included (as shown below) to allow investment in Cooperative Investment pools as follows:

"Through a Deposit Placement Program, certificates of deposit in one or more "banking institutions", as defined in Banking Law Section 9-r;"

"In addition to the above, Cooperative Investment pools as defined in Article 5-G of the General Municipal Law and in accordance with Article 3-A of the General Municipal Law, shall also be considered to be a Permitted County Investment with the following conditions:

- *Investments held by any pools are acceptable to and meet the due diligence standards of the Commissioner of Finance.*
- *Additionally, County investment in any such pools must be periodically evaluated by the Commissioner of Finance against County Investment return and/or other industry performance results."*

5. In Section XII. **Purchase of Investments**, language requiring authorization from your Honorable Board for investment in cooperative investments has been removed. To be consistent with other allowable investments under the Investment Policy, authorization to invest in municipal cooperative pools shall be granted with the adoption of the Investment Policy. This will allow the Department to take advantage of opportunities in real-time as rates present favorably as follows:

"By participation in a cooperative investment program with another authorized governmental entity pursuant to Article 5-G of the General Municipal Law and in

accordance with Article 3-A of the General Municipal Law.”

6. **Appendix “B”** is amended to add the following language in order to comply with the General Municipal Law for a limitation of the total transactions per individual registered broker in any twelve (12) month period as follows:

“This list is as of the date specified above and is provided for informational purposes. Pursuant to Section XII, the County shall only utilize securities dealers on the list at the time of the transaction and in any 12-month period limit its transactions with any one institution to no more than \$400M.”

Your Committee is advised that the proposed revisions to the Investment Policy do not meet the definition of an action under the New York State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617. Your Committee has referred to the memorandum from the Department of Planning dated January 8, 2024, which is on file with the Clerk of your Honorable Board, and concurs with this conclusion.

Your Committee has carefully considered this matter and recommends that your Honorable Board adopt the annexed Act amending the Investment Policy for the County, noting that its adoption requires an affirmative vote of a majority of the voting members of your Honorable Board.

Dated: _____, 2024
White Plains, New York

FISCAL IMPACT STATEMENT

SUBJECT: Amend Investment Policy Q-4 2024

☐ NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

(To be completed by operating department and reviewed by Budget Department)

A) ☒ GENERAL FUND ☐ AIRPORT ☐ SPECIAL REVENUE FUND (Districts)

B) EXPENSES AND REVENUES

Total Current Year Cost \$ 0

Total Current Year Revenue \$ 0

Source of Funds (check one): ☐ Current Appropriations

☐ Transfer of Existing Appropriations

☐ Additional Appropriations

☒ Other (explain)

Identify Accounts:

Potential Related Operating Budget Expenses:

Annual Amount \$ none

Describe: _____

Potential Related Revenues: Annual Amount \$ _____

Describe: The amendments to the Investment Policy are designed to keep the policy up to date for depositories & broker/dealers. The maximization of safety and return is the goal, but can not be quantified.

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

Current Year: _____

Next Four years: _____

Prepared by: Mario Arena

Title: Deputy Commissioner of Finance

Department: Finance

Reviewed By: _____

Budget Director

If you need more space, please attach additional sheets.

ACT NO. ____ - 2024

AN ACT amending the Investment Policy for the County of Westchester, pursuant to New York State General Municipal Law Section 39.

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

Section 1. Pursuant to New York State General Municipal Law Section 39, the annexed Investment Policy for the County of Westchester (the “County”), which details the County’s operative policy and instructions to officers and staff regarding the investment, monitoring and reporting of funds of the County, is hereby amended. The annexed Investment Policy shall supersede all prior versions of said policy.

§2. This Investment Policy shall be reviewed on an annual basis by the County.

§3. This Act shall take effect immediately.

POLICY FOR INVESTING AND PROTECTING PUBLIC FUNDS

County of Westchester

**Karin Hablow
Commissioner of Finance**

Dated: Proposed 2024

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Appendix A - Schedule of Eligible Securities

**Appendix B - List of Primary Government Security Dealers Reporting to
The Federal Reserve Bank of New York**

I. Scope

The County of Westchester (the "County") policy for investing and protecting public funds (the "Investment Policy") applies to all monies and/or other financial resources available for investment on its own behalf or on behalf of any other entity or individual. This Investment Policy is adopted pursuant to Section 39 of the New York State General Municipal Law and has used the model investment policy for local governments which the New York State Legislature required the New York State Comptroller to provide pursuant to Laws of 1992, Chapter 708, Section 44 for guidance. This Investment Policy shall be implemented in accordance with all applicable laws, rules and regulations ("Applicable Law") including but not limited to, Sections 10 and 11 of the New York State General Municipal Law.

II. Objectives

The primary objectives of the County's investment activities are, in priority order:

- To conform with all applicable Federal, State and other legal requirements.
- To positively safeguard principal.
- To provide sufficient liquidity to meet all operating requirements.
- To obtain a reasonable rate of return, consistent with safety, liquidity and prevailing financial market conditions.

III. Delegation of Authority

The County Board of Legislators' responsibility for administration of the County's investment program is delegated to the Commissioner of Finance who shall establish written procedures for the operation of the investment program consistent with this Investment Policy. Such procedures shall include internal controls to provide a satisfactory level of accountability based upon records incorporating the description and amounts of investments, the fund(s) for which they are held, the place(s) where kept, and other relevant information, including dates of sale or other dispositions and amounts realized. In addition, the internal control procedures shall describe the responsibilities and levels of authority for key individuals involved in the investment program.

Such procedures shall follow guidelines established by the New York State Comptroller, be consistent with conservative investment principles and with the applicable provisions of the County Charter and Administrative Code with respect to control of funds and investments. These procedures shall also include an internal control and operating policy designed to provide security, a high level of accountability, a database of records and other relevant information relating to funds control and investment activity by delegated employees.

The Commissioner of Finance is designated as the County's chief fiscal officer, as such term is used in Applicable Law, including but not limited to New York State General Municipal Law Sections 10 and 11.

IV. Prudence

All participants in the investment process shall seek to act responsibly as custodians of the public trust and shall avoid any transaction that might impair public confidence in the County to govern effectively.

Investments shall be made with prudence, diligence, skill, judgment and care, under circumstances then prevailing, which knowledgeable and prudent persons acting in like capacity would use, not for speculation, but for investment, considering the safety of principal as well as the probable income to be derived.

All participants involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program or which could impair their ability to make impartial investment decisions. Accordingly, all participants involved in the investment process are required:

- To disclose any personal business activity or relationship which could conflict or create the appearance of conflict with either the spirit or execution of the Investment Policy or investment programs of the County.
- To abstain from any beneficial personal financial activity which is in actual or apparent conflict with the Investment Policy or investment programs of the County.
- To abstain from any personal or financial activity which would impair the participant's ability to make impartial and ethical investment decisions for the County.

V. Diversification

It is the policy of the County to diversify its deposits and investments by financial institution, by investment instrument, and by maturity scheduling, consistent with the operation of the County's cash and investment management policies. Additionally, this diversification policy shall be executed so as not to exceed the limits authorized by the County Board of Legislators for each depository set forth in Section VII of this Investment Policy.

VI. Internal Controls

The Commissioner of Finance is responsible for establishing and maintaining internal control procedures to provide reasonable, but not absolute assurance that deposits and investments are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with management's authorization, properly recorded, and managed in compliance with Applicable Law. These internal controls will also include provisions for monitoring collateral pledged by institutions as required from time to time.

A) Funds Controls

It is the policy of the County to monitor all receivables due the County and to require the deposit of all monies collected by any officer or employee of County government to depositories designated by the Commissioner of Finance as soon as possible. Should Applicable Law indicate a specific time frame, that period will apply. The Commissioner of Finance or those appropriately designated by the Commissioner are responsible for establishing and maintaining an internal control structure in their designated department or area to provide assurance of the following:

- That deposits, investments and financial computer systems or other assets are safeguarded against monetary and/or data loss from unauthorized or improper use or disposition.
- That transactions are completed in accordance with management's direction within a framework of safe execution, and effective safekeeping.
- That transactions are recorded promptly in order to receive full investment value in accordance with Applicable Law and County operating policies.

B) Transfer Controls

In implementing investment and funds transfer instructions, all Authorized Financial Institutions and Dealers as defined in Section XI below shall receive from the County, with an acknowledgment request, a list indicating all individuals authorized to give verbal, written or electronic instructions regarding investments and/or funds transfers for the County.

Third party transfer instructions are not authorized unless subsequently authenticated by the Authorized Financial Institution or Dealer with one or more of the authorized individuals listed.

The County shall covenant with its Authorized Financial Institution or Dealer to have unlimited unrestricted access to any recordings or records made of such transactions or authentications by its Authorized Financial Institutions or Dealers.

VII. Designation of Depositories

Certification to the designated depository list requires that a depository must be ranked within acceptable federal regulatory risk-based capital parameters and be designated as an institution acceptable to the Commissioner of Finance after an appropriate departmental due diligence review.

The Commissioner of Finance shall evaluate the Community Reinvestment Act rating of a financial institution before depositing County Funds.

Banks and trust companies herein authorized by the County Board of Legislators for investments and the deposit of monies with maximum dollar designations are as follows:

<u>Depository</u>	<u>Total Dollar Limits</u> Expressed in Millions
1. Banco Popular	50
2. Bank of America	500
3. Capital One N.A.	50
4. CitiGroup Inc.	200
5. ConnectOne Bancorp, Inc.	150
6. Customers Bank	100
7. Flagstar Bank, National Association	200
8. J.P. Morgan Chase Bank	500
9. Key Bank	100
10. M&T Bank	300
11. Metropolitan Commercial Bank	25
12. Morgan Stanley	100
13. Orange Bank & Trust Company	25
14. PCSB Commercial Bank	25
15. T.D. Bank N.A.	500
16. The Bank of New York Mellon	100
17. Tompkins	25
18. U.S. Bancorp	100
19. Valley National Bank	50
20. Webster Bank, N.A.	300
21. Wells Fargo	300

In the event that any of the above-named authorized depositories' name should change due to a merger, acquisition or other reason, the Commissioner of Finance may continue to use such new named depository until a new Investment Policy is adopted by the County Board of Legislators after the required annual review of said Policy, provided that the Commissioner conducts due diligence after being formally notified of such name change, before continuing to do business with such depository.

VIII. Collateralization of Deposits

In accordance with the provisions of General Municipal Law Section 10, all deposits of the County, including certificates of deposit and special time deposits in excess of the amount insured under the provision of the Federal Deposit Insurance Act, shall be secured by either:

1. A pledge of "Eligible Securities" (see Appendix A) with an aggregate "Market Value", as defined by General Municipal Law Section 10 for the various defined categories of eligible securities at least equal to the aggregate amount of deposits.

or:

2. An "irrevocable letter of credit" issued in favor of **Westchester County** by a federal home loan bank whose commercial paper and other unsecured short-term debt obligations are rated in the highest rating category by at least one nationally recognized statistical rating organization, as security for the payment of 100 percent of the aggregate amount of deposits and the agreed-upon interest, if any.

IX. Safekeeping and Collateralization

Eligible securities used for collateralizing deposits shall be held by a custodian (third party depository, bank or trust company), except as provided below.

Eligible securities used for collateralizing deposits for institutions with an approved limit of at least \$500 million may be held at the same bank or trust company that is holding the deposit, provided that before doing so the Commissioner of Finance shall evaluate the financial strength of said same bank or trust company in accordance with the provisions of Section XI below. Depository collateralization shall be subject to appropriate security and custodial agreements.

The security agreement shall provide that eligible securities as agreed upon by the County and its Authorized Financial Institutions or Dealers, are pledged to secure County deposits together with agreed upon interest, if any, and any costs or expenses arising out of the collection of such deposits, upon default. It shall also provide the conditions under which the securities may be sold, presented for payment, transferred or released, and the events which will enable the County to exercise its rights against said pledged securities. In the event that these securities are not registered or inscribed in the name of the County, such securities shall be delivered in a form suitable for transfer or with an assignment in blank to the County or its custodial bank or trust company. Whenever eligible securities delivered to the custodial bank or trust company are transferred by entries on the books of a federal reserve bank or other book-entry system operated by a federally regulated entity without physical delivery of the evidence of the obligations, then the records of the custodial bank or trust company shall be required to show, at all times, the interest of the County in the securities as set forth in the security agreement.

The custodial agreement shall be consistent with General Municipal Law Section 10(3)(a). It shall provide that pledged securities will be held by the custodial bank or trust company as agent of, and custodian for, the County, will be kept separate and apart

from the general assets of the custodial bank or trust company and will not be commingled with or become part of the backing of any other deposit or other bank liability. The custodial agreement should also describe how the custodian shall confirm in writing the receipt, substitution or release of securities. The custodial agreement shall also provide for the frequency of re-evaluation of collateral by the custodial bank or trust company and for the substitution of collateral when a change in the rating of a security causes ineligibility. The security and custodial agreements shall also include all other provisions necessary to provide the County with a perfected security interest in the eligible securities and to otherwise secure the County's interest in the collateral.

The custodial agreement shall also provide for increases or decreases in securities held when a change in the value of a security may occur. The agreement shall stipulate that only Eligible Securities set forth in Appendix A may be used as collateral in accordance with Section VIII of this policy. Such agreement shall include all provisions necessary and sufficient to secure in a manner satisfactory to the Commissioner of Finance, the County's interest in the securities.

Such security and custodial agreements shall include any other provisions and executions necessary and sufficient to secure, in a manner satisfactory to the Commissioner of Finance, the County's interest in the securities.

X. Permitted Investments

As authorized by General Municipal Law Section 11, the County Board of Legislators authorizes the Commissioner of Finance, at her/his discretion, to invest monies not required for immediate expenditure, for terms not to exceed the County's projected cash flow needs in any of the following types of investments which are specifically selected by the Commissioner of Finance and stipulated in the documentation executed with its trading partners and/or depositories.

- Special time deposit accounts in, or certificates of deposit issued by, a bank or trust company located and authorized to do business in the State of New York.
- Through a Deposit Placement Program, certificates of deposit in one or more "banking institutions", as defined in Banking Law Section 9-r;
- Direct obligations of the United States of America.
- Obligations guaranteed by agencies of the United States of America where the payment of principal and interest are guaranteed by the full faith and credit of the United States of America.
- Obligations of New York State.
- Obligations issued pursuant to New York State Local Finance Law Sections 24 or 25 (with approval of the State Comptroller) by any school district, district corporation or municipality, other than the County itself.
- Obligations of public authorities, public housing authorities,

Urban renewal agencies and industrial development agencies where the general state statute governing such entities, or whose specific enabling legislation authorizes such investment.

- Obligations of the County, but only with any monies in a reserve fund established pursuant to General Municipal Law Sections 6-c, 6-d, 6-e, 6-f, 6-g, 6-h, 6-j, 6-k, 6-l, 6-m or 6-n.

All of the above shall be defined as Permitted County Investments.

In addition to the above, Cooperative Investment pools as defined in Article 5-G of the General Municipal Law and in accordance with Article 3-A of the General Municipal Law shall also be considered to be a Permitted County Investment with the following conditions:

- Investments held by any pools are acceptable to and meet the due diligence standards of the Commissioner of Finance.
- Additionally, County investment in any such pools must be periodically evaluated by the Commissioner of Finance against County investment return and/or other industry performance results.

All investment obligations shall be payable or redeemable at the option of the County, within such times as the proceeds are required to meet expenditures for purposes for which the monies were obtained. Time deposits and certificates of deposit shall be payable within such times as the proceeds will be needed to meet expenditures for which the moneys were obtained, and shall be secured as set forth in Sections VIII, IX and X of this Investment Policy.

Except as may otherwise be provided in a contract with bondholders or noteholders, any moneys of the County authorized to be invested may be commingled for investment purposes, provided that any investment of commingled moneys shall be payable or redeemable at the option of the County within such time as the proceeds shall be needed to meet expenditures for which such moneys were obtained, or as otherwise specifically provided in General Municipal Law Section 11. The separate identity of the sources of these funds shall be maintained at all times and income received shall be credited on a pro rata basis to the fund or account from which the moneys were invested.

Any obligation that provides for the adjustment of its interest rate on set dates is deemed to be payable or redeemable on the date on which the principal amount can be recovered through demand by the holder.

XI. Authorized Financial Institutions and Dealers

The Commissioner of Finance shall develop and maintain a list of depository financial institutions (from the County Board of Legislators' approved depository list as specified in Section VII) and primary security dealers (from the list of primary government security dealers published by the Federal Reserve Bank of New York, a copy of such list as of the date specified is attached hereto as Appendix B, such list may be updated by the Federal Reserve Bank of New York from time to time).

All financial institutions and dealers with which the County transacts business must be creditworthy, and have an appropriate level of experience, capitalization, size and other factors that make the financial institution or the dealer capable and qualified to transact business with the County. The Commissioner of Finance shall conduct reasonable due diligence to evaluate the financial position of depositories, trading partners and custodians. Recent reports of condition and income (call reports) shall be obtained for proposed banks to be added to the list of approved depositories.

Upon request, County depositories shall provide their most recent consolidated report of condition and income (call report) to the Commissioner of Finance.

Upon request, County non-bank trading partners shall provide to the Commissioner of Finance their most recent annual financial statements as reported to the U.S. Securities and Exchange Commission (the "S.E.C."), and at the request of the County, make available their monthly "focus" report to the S.E.C.

The Commissioner of Finance is responsible for evaluating the financial position of proposed and present depositories, trading partners and custodians. Such evaluations shall be conducted on a continuing basis.

XII. Purchase of Investments

The Commissioner of Finance is authorized to contract for the purchase of investments:

- Directly, including through a repurchase agreement or an authorized trading partner.
- By participation in a cooperative investment program with another authorized governmental entity pursuant to Article 5-G of the General Municipal Law and in accordance with Article 3-A of the General Municipal Law.
- All purchased obligations, unless registered or inscribed in the name of the County, shall be purchased through, delivered to and held in the custody of a bank or trust company. Such obligations shall be purchased, sold or presented for redemption or payment by such bank or trust company only in accordance with prior written authorization from the officer or employee designated and authorized to make such investment. All such transactions shall be confirmed in writing to the County by the bank or trust company.
- Any obligation held in the custody of a bank or trust company shall be held pursuant to a written agreements set forth in Section IX above of this policy.
- The Commissioner of Finance is authorized to direct the bank or trust company to register and hold the evidences of investments in the name of its nominee, or arrange for the deposit of any such evidences of investments with a federal reserve bank or other book-entry transfer system operated by a federally registered entity. The records of the bank or trust company shall show, at all times, the ownership of such evidences of investments, and they shall be, when held in the possession of the bank or trust company, at all times, kept separate from the assets of the bank or trust company. All evidences of investments delivered to a bank or trust company shall be held by the bank or trust company pursuant to a written custodial agreement as set forth in Section IX above of this policy. When any such evidences of investments are so registered in the name of

a nominee, the bank or trust company shall be absolutely liable for any loss occasioned by the acts of such nominee with respect to such evidences of investments.

XIII. Repurchase Agreements

Repurchase agreements are authorized subject to the following restrictions:

- All such agreements must be entered into subject to a Master Repurchase Agreement, outlining basic responsibilities and liabilities of the buyer and seller and a written agreement with the custodial bank or trust company, outlining the basic responsibilities and liabilities of the buyer, seller and custodian.
- Trading partners shall be limited to creditworthy banks or trust companies authorized to do business in New York State and/or registered primary government securities dealers as determined by the Federal Reserve Bank of New York.
- Unless the obligations that are purchased pursuant to the repurchase agreement are registered and inscribed in the name of the County, obligations must be purchased through, delivered to and held in the custody of a bank or trust company located and authorized to do business in New York State. The custodial bank or trust company should not be the seller of the obligations that are the subject of the repurchase agreement.
- The custodial agreement shall provide that the custodian takes possession and maintains custody of the obligations exclusively for the County, that the obligations are free of any claims against the trading partner, and that any claims by the custodian are subordinate to the County's claims or rights to those obligations.
- The obligations must be credited to the County on the records of the custodial bank or trust company, and the transactions must be confirmed in writing to the County by the custodial bank or trust company.
- The obligations purchased by the County may only be sold or presented for redemption or payment by the County's custodian upon written instructions from the Commissioner of Finance.
- The County must obtain a perfected security interest in the obligation.
- Agreements should be for short periods of time of no more than thirty (30) days.
- The Commissioner of Finance, with the assistance of a qualified financial advisor, shall determine whether to include margin requirements.
- No substitution of obligations is permitted.

- Payment for the purchased obligations should not be made by the custodial bank or trust company until the obligations are actually received, which is usually done simultaneously.
- Obligations shall be limited to obligations of the United States of America and obligations of United States Government as set forth in Appendix A.
- All repurchase agreements are purchases and sales and shall be so identified to all trading partners.
- The custodian shall be a party or entity other than the trading partner.
- When possession of securities shall be domiciled with a third party custodian, County interests shall be secured in a manner satisfactory to the Commissioner of Finance.
- All repurchase partners shall receive and acknowledge a copy of the Investment Policy.

Obligations that are purchased pursuant to a repurchase agreement are deemed to be payable or redeemable, for purpose of the General Municipal Law, on the date on which the purchased obligations are scheduled to be repurchased by the seller.

XIV. Courier Service

The Commissioner of Finance may, subject to the approval of a resolution by the County Board of Acquisition and Contract, enter into a contract with a courier service for the purpose of causing the deposit of public funds with a bank or trust company. The courier service shall be required to obtain a surety bond for the full amount entrusted to the courier, payable to the County and executed by an insurance company authorized to do business in the State of New York, with a claims-paying ability that is rated in the highest rating category by at least two nationally recognized statistical rating organizations, to insure against any loss of public deposits entrusted to the courier service for deposit or the failure to deposit the full amount entrusted to the courier service.

The County may agree with the depository bank or trust company that the bank or trust company will reimburse all or part of, but not more than, the actual cost incurred by the County in transporting items for deposit through a courier service. Any such reimbursement agreement shall apply only to a specified deposit transaction, and may be subject to such terms, conditions and limitations as the bank or trust company deems necessary to ensure sound banking practices, including, but not limited to, any terms, conditions or limitations that may be required by the New York State Department of Financial Services or other Federal or State authority.

XV. Annual Review and Amendments

The County Board of Legislators shall review this policy for investing and protecting public funds annually, and shall have the power to amend it at any time.

XVI. Definitions

The terms "public funds," "public deposits," "bank," "trust company," "eligible securities," and "eligible letter of credit" shall have the same meanings as set forth in General Municipal Law Section 10.

Appendix A

Schedule of Eligible Securities

In connection with its stated policy for investing and protecting public funds, the Department of Finance has elected to use only those financial instruments which, in its opinion, provide optimum safety and liquidity for collateral and/or investment purposes.

These instruments are as follows:

- Obligations issued or fully insured or guaranteed as to the payment of principal and interest by the United States of America, an agency thereof or a United States government sponsored corporation.
- Zero coupon obligations of the United States government marketed as "Treasury Strips".

Appendix B

List of the Primary Government Securities Dealers Reporting to the Government Securities Dealers Statistics Unit of the Federal Reserve Bank of New York


As of 8-21-24

ASL Capital Markets Inc.
Bank of Montreal, Chicago Branch
Bank of Nova Scotia, New York Agency
BNP Paribas Securities Corp.
Barclays Capital Inc.
BofA Securities, Inc.
Cantor Fitzgerald & Co.
Citigroup Global Markets Inc.
Daiwa Capital Markets America Inc.
Deutsche Bank Securities Inc.
Goldman Sachs & Co. LLC
HSBC Securities (USA) Inc.
Jefferies LLC
J.P. Morgan Securities LLC
Mizuho Securities USA LLC
Morgan Stanley & Co. LLC
NatWest Markets Securities Inc.
Nomura Securities International, Inc.
RBC Capital Markets, LLC
Santander US Capital Markets LLC
Societe Generale, New York Branch
TD Securities (USA) LLC
UBS Securities LLC.
Wells Fargo Securities, LLC

Note: This list is as of the date specified above and is provided for informational purposes. Pursuant to Section XII, the County shall only utilize securities dealers on the list at the time of the transaction and in any 12-month period limit its transactions with any one institution to no more than \$400M.

October 21, 2024

TO: Hon. Vedat Gashi, Chair
Hon. Jose Alvarado, Vice Chair
Hon. Tyrae Woodson-Samuels, Majority Leader
Hon. Margaret Cunzio, Minority Leader

FROM: George Latimer 
Westchester County Executive

RE: Message Requesting Immediate Consideration: **Local Law – Lease Agreement with the State of New York for Space at 200 Bradhurst Avenue, Hawthorne.**

This will confirm my request that the Board of Legislators allow submission of the referenced communication to be submitted to the Board of Legislators October 21, 2024 Agenda.

Transmitted herewith is legislation which, if adopted, will authorize the County of Westchester (the "County") to continue in possession of its state of the art emergency operations center (the "EOC") located at 200 Bradhurst Avenue, Hawthorne, New York.

Therefore, since this communication is of the utmost importance, it is respectfully submitted that the County Board of Legislators accepts this submission for October 21, 2024 "blue sheet" calendar.

Thank you for your prompt attention to this matter.



George Latimer
County Executive

October 21, 2024

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

Dear Honorable Members of the Board of Legislators:

Transmitted herewith is legislation which, if adopted, will authorize the County of Westchester (the "County") to continue in possession of its state of the art emergency operations center (the "EOC") located at 200 Bradhurst Avenue, Hawthorne, New York. The EOC is located within the secure building known as the Hudson Valley Transportation Management Center (the "HVTMC"), which is owned and operated by the State of New York, acting by and through its Office of General Services ("OGS"). Space will also continue to be provided for the County's backup data center and the County's Department of Emergency Services.

The EOC facility is critical to the emergency response of County government to major emergencies and disasters. The HVTMC also houses various State agencies, including the State Department of Transportation Management Center, the State Emergency Management Office and the State Police.

As you will recall, on November 10, 2014, your Honorable Board approved Local Law No. 2014-6, which authorized the County to enter into a lease with OGS for the above described premises for a period of five (5) years with a County option to renew for one additional five (5) year term. The lease commenced on January 1, 2015, was renewed in 2019, and expires this December 31, 2024.

In the event of a natural or man-made disaster here in Westchester County, County government would play a vital role in responding to the emergency situation. The ability to quickly and accurately assess the situation and to formulate effective strategies to deal with these emergencies is of the utmost importance. In addition, it is critical that there be seamless coordination among the Federal, State and local government agencies in their response to such disasters. The EOC is equipped with communication and computer equipment utilizing the latest technology which enables the County to react in an effective manner should an emergency situation arise.

From an operational standpoint, the location of the EOC at the same site as the State Department of Transportation and State Police helps foster cooperation between the County and the State in dealing with any emergency that may arise. Resilient and redundant systems will be able to be shared and duplication of resources can be avoided.

The County will lease a total of approximately 10,176 square feet of space in the HVTMC. The EOC will occupy 8,048 square feet, the County backup data center and offices for the Department of Emergency Services will take up the remaining 2,128 square feet.

Enclosed is a Local Law authorizing the County to enter into the proposed lease agreement with OGS for a period of five (5) years, with the County having the option to renew for one additional five (5) year term. Pursuant to the terms of the proposed lease, the County will reimburse OGS for the County's proportionate share of the operating expenses in connection with the maintenance and repair of the Leased Premises.

I have been advised that pursuant to Section 104.11(5)(d) of the Laws of Westchester County, authorization of this lease agreement requires passage of a Local Law. Also attached is a Resolution authorizing a Public Hearing as required by §209.141(4) of the Laws of Westchester County.

Based upon the foregoing, I believe that the proposed lease agreement is in the best interest of the County. Therefore, I recommend the favorable action of your Honorable Board on the annexed proposed legislation.

Sincerely,



George Latimer
Westchester County Executive

GL/RAN

Enc.

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

Your Committee is in receipt of a communication from the County Executive recommending approval of a Local Law which, if adopted by your Honorable Board, would authorize the County of Westchester (the “County”) to continue in possession of its state of the art emergency operations center (“EOC”) at 200 Bradhurst Avenue, Hawthorne, New York. The EOC is located within the secure building known as the Hudson Valley Transportation Management Center (the “HVTMC”), which is owned and operated by the State of New York, acting by and through its Office of General Services (“OGS”). Space will also continue to be provided for the County’s backup data center and the County’s Department of Emergency Services.

The EOC facility is critical to the emergency response of County government to major emergencies and disasters. The HVTMC also houses various State agencies, including the State Department of Transportation Management Center, the State Emergency Management Office and the State Police.

As you will recall, on November 10, 2014, your Honorable Board approved Local Law No. 2014-6, which authorized the County to enter into a lease with OGS for the above described premises for a period of five (5) years with a County option to renew for one additional five-year term. The lease commenced on January 1, 2015, was renewed in 2019, and expires this December 31, 2024.

In the event of a natural or man-made disaster here in Westchester County, County government would play a vital role in responding to the emergency situation. The ability to quickly and accurately assess the situation and to formulate effective strategies to deal with these emergencies is of the utmost importance. In addition, it is critical that there be seamless coordination among the Federal, State and local government agencies in their response to such disasters. The EOC is equipped with communication and computer equipment utilizing the latest technology, which enables the County to react in an effective manner should an emergency situation arise.

From an operational standpoint, the location of the EOC at the same site as the State Department of Transportation and State Police helps foster cooperation between the County and the State in dealing with any emergency that may arise. Resilient and redundant systems will be able to be shared and duplication of resources can be avoided.

The County will lease a total of approximately 10,176 square feet of space in the HVTMC. The EOC will occupy 8,048 square feet, the data center and offices for the Department of Emergency Services will take up the remaining 2,128 square feet.

Your Committee has been advised that pursuant to Section 104.11(5)(d) of the Laws of Westchester County, authorization of this lease agreement requires passage of a Local Law. Also attached is a Resolution authorizing a Public Hearing as required by §209.141(4) of the Laws of Westchester County.

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

It should be noted that an affirmative vote of a majority of the voting strength of your Honorable Board is required in order to adopt the proposed Local Law . Based upon the foregoing, your Committee believes that the proposed lease agreement is in the best interest of the County. Therefore, your Committee recommends the favorable action of your Honorable Board on the annexed proposed legislation.

Dated: _____, 2024
White Plains, New York

COMMITTEE ON

k:ran 10.15.24

FISCAL IMPACT STATEMENT

SUBJECT:	<u>EOC Lease</u>	<input type="checkbox"/> NO FISCAL IMPACT PROJECTED
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OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

<input checked="" type="checkbox"/> GENERAL FUND	<input type="checkbox"/> AIRPORT FUND	<input type="checkbox"/> SPECIAL DISTRICTS FUND
--	---------------------------------------	---

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense	\$ <u>400,000</u>
Total Current Year Revenue	<u> </u>

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

☐ Additional Appropriations ☐ Other (explain)

Identify Accounts: Fund 101, Dept 46, Unit 3300, Object 4320

Potential Related Operating Budget Expenses: Annual Amount \$420,000

Describe: This is a 5 year lease (1/1/2025 - 12/31/2029) for the Department of Emergency Services Emergency Operations Center (EOC) at 200 Bradhurst Avenue, Hawthorne, New York.

Total 5 year impact \$2,320,765.

Potential Related Operating Budget Revenues: Annual Amount

Describe: _____

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

Current Year: _____

Next Four Years: _____

Prepared by:	<u>Christina Rampata</u>	
Title:	<u>Deputy Budget Director</u>	Reviewed By: <u>[Signature]</u>
Department:	<u>Budget</u>	Budget Director
Date:	<u>October 18, 2024</u>	Date: <u>10/21/24</u>

RESOLUTION NO. - 2024

RESOLVED, that this Board hold a public hearing pursuant to Section 209.141(4) of the Laws of Westchester County on Local Law Intro. No. 2024-_____ entitled “A LOCAL LAW authorizing the County of Westchester to enter into a lease agreement with the State of New York, acting by and through the Office of General Services (“OGS”), for a portion of a State-owned building located in Hawthorne, New York, for a period for a period of five (5) years with a County option to renew for one additional five (5) year term.” The public hearing will be held at ____m. on the ____ day of _____, 2024 in the Chambers of the Board of Legislators, 8th Floor, Michaelian Office Building, White Plains, New York. The Clerk of the Board shall cause notice of the time and date of such hearing to be published at least once in one or more newspapers published in the County of Westchester and selected by the Clerk of the Board for that purpose in the manner and time required by law.

LOCAL LAW INTRO NO. 2024-_____

A LOCAL LAW authorizing the County of Westchester to enter into a lease agreement with the State of New York, acting by and through the Office of General Services (“OGS”), for a portion of a State-owned building located in Hawthorne, New York, for a period of five (5) years with the County having an option to renew for one additional five (5) year term.

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


Section 1. The County of Westchester (the “County”) is hereby authorized to enter into a lease agreement with the State of New York, acting by and through its Office of General Services (“OGS”), for a portion of a State-owned building located in Hawthorne, New York, for a period of five (5) years, with the County having the option to renew for one additional five (5) year term.

§2. Pursuant to the terms of the lease, the County will lease a total of approximately 10,176 square feet of space in the Hudson Valley Transportation Management Center (“Leased Premises”). The County’s emergency operations center (the “EOC”) will occupy 8,048 square feet, and the data center and offices for the Department of Emergency Services will take up the remaining 2,128 square feet. The County will reimburse OGS for the County’s proportionate share of the operating expenses incurred in connection with the maintenance and repair of the Leased Premises.

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

§4. This Local Law shall take effect immediately.

TO: Rachel Noe, Associate County Attorney
Department of Law

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

DATE: September 30, 2024

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR LEASE OF
200 BRADHURST AVENUE, HAWTHORNE**

PROJECT/ACTION: A new 5-year lease agreement, with an option to renew for an additional 5-year term, for approximately 10,176 square feet of building space located at 200 Bradhurst Avenue in the Town of Mount Pleasant for use by the County as an emergency operations center and backup data center. Known as the Hudson Valley Transportation Management Center, the building is owned and operated by the State of New York, acting by and through its Office of General Services. The County has been using this space for the aforementioned purposes since 2004 and the current lease is due to expire.

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

- **617.5(c)(32):** license, lease and permit renewals, or transfers of ownership thereof, where there will be no material change in permit conditions or the scope of permitted activities.
-

COMMENTS: None.

DSK/cnm

cc: Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Tami Altschiller, Assistant Chief Deputy County Attorney
Claudia Maxwell, Principal Environmental Planner

Vedat Gashi

**Chairman of the Board
Legislator, 4th District**



October 18, 2024

Ms. Kitley Covill
70 Whitlockville Road
Katonah, NY 10536

Dear Ms. Covill,

In honor and recognition of your demonstrated commitment to public service and ethics; as Chairman to the Westchester County Board of Legislators pursuant to section 883.401 of the Laws of Westchester County it is my pleasure to put forth your appointment to the Westchester County Board of Ethics.

Your work as Westchester County's Assistant Chief Deputy County Attorney, Inspector General to the City of Yonkers, and the high degree of integrity and hard work you displayed as County Legislator for the Second Legislative District, during which time you spearheaded Westchester County's new comprehensive Code of Ethics, give me the utmost confidence that you will serve with great distinction as a member of the Westchester County Board of Ethics.

Thank you for your willingness to serve on this critically important board. Your service to our great county is sincerely appreciated.

Sincerely,

A handwritten signature in blue ink that reads "Vedat Gashi". The signature is written in a cursive style with a large, looping "V" and "G".

Vedat Gashi, Chairman
4th Legislative District

Vedat Gashi**Chairman of the Board
Legislator, 4th District**

October 18, 2024

Mr. Jeremy Basso
119 Bannon Avenue
Buchanan, NY 10511

Dear Mr. Basso,

On behalf of the residents of Westchester County, I'd like to thank you for your time and commitment as a member of the Board of Ethics. Your tenure which concluded on December 31, 2023, saw the creation and implementation of a much needed new Comprehensive Code of Ethics. Your role in this process was essential to this great accomplishment.

Thank you for your service on this critically important board, I wish you every success in your future endeavors.

Sincerely,

A handwritten signature in blue ink, reading "Vedat Gashi", is positioned above the printed name and title.

Vedat Gashi, Chairman
4th Legislative District

TO: BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER

Your Committee recommends the adoption of “A LOCAL LAW amending the Laws of Westchester County by adding a new Chapter 610 in relation to prohibiting the unlawful use of digitally deceptive material.”

Your Committee is advised that untrustworthy and fraudulent uses of artificial intelligence are on the rise through the dissemination or publishing of a “deep fake,” an image or video that has been convincingly altered or manipulated to (1) misrepresent someone as saying or doing something that was not actually said or done or (2) replace a person in an image or video with another person, when, they were not actually present in the image or video. While “deep fakes” may be used for commercial or satirical purposes, they can also be used to spread mis- and disinformation. Further, “deep fakes” may involve explicit fraud, such as impersonating another individual to access protected information, or place a person in a pornographic still or video image for the purposes of humiliating, harassing, or blackmailing that individual.

Your Committee is informed there are efforts at the federal and state levels to protect persons from the harm that “deep fake” images can cause. Although still in committee, in September 2023, Congress proposed the “Deepfakes Accountability Act” (H.R. 5586) in an attempt to regulate the harmfulness of “deep fakes.” The bill, among other things, requires producers/creators to use digital watermarks and disclosures on the image or video that is considered a “deep fake,” establishes new criminal offenses for violations, and creates civil penalties and private rights of action for victims. Several states have created torts in regards to “deep fake” images that are used to damage reputations or influence elections, while at least one state has criminalized the creation of “deep fake” images which are intended to harm or defraud an individual. Because artificial intelligence is continuously

evolving, laws enacted to regulate and/or criminalize “deep fake” images should cast a wide net, yet not be so broad that these laws infringe on an individual’s First Amendment rights. Moreover, federal, state, and local legislative bodies must be prepared to amend any law to keep up with any advancements in artificial intelligence.

Your Committee is further advised that, currently a person may have claims of defamation, intentional infliction of emotional distress, and false light under the tort laws of the State of New York if a “deep fake” depicts a person in a false light that harms their reputation. New York State law also provides for a right of publicity claim, which protects individuals from having their name, likeness, or identity used without consent for commercial purposes, as well as a right of privacy claim, which further protects individuals from a “deep fake” involving pornography and other sensitive material. All of these tort claims present challenges, such as discovering the perpetrator, who often uses anonymous online identities, demonstrating that a court within Westchester County would have jurisdiction to hear the case, and proving damages including emotional harm or damage to a person’s reputation.

Your Committee is informed that New York State Governor Kathy Hochul signed legislation (Chapter 513 of the Laws of 2023) on September 29, 2023, which became effective in December 2023, to combat the use of pornographic images or videos with the intent to humiliate or blackmail. Chapter 513 amended Section 245.15 of the New York State Penal Law (NYPL) to provide for a Class A misdemeanor for intentionally disseminating or publishing an image or video depicting an identifiable person with their intimate parts exposed, including where an image or video is created or altered by digitization, without that person’s consent, with the intent to cause emotional, financial, or physical harm. For the purposes of the State legislation, digitization is defined as changes to images. Moreover, on April 20, 2024, Governor Hochul signed additional legislation (Chapter 58 of the Law of 2024)

that established a private right of action, in Section 52-b of the New York State Civil Rights Law (NYCRL). Specifically, the law authorizes a private right of action for false light invasion of privacy, where any person depicted in an image or video, created or altered by digitization, was depicted unclothed or with exposed intimate parts, and was disseminated or published without the depicted person's consent, where the person had a reasonable expectation that the image or video would remain private.

Your Committee recognizes that these State laws provide some regulation of the use of “deep fakes,” but gaps remain. For instance, NYPL § 245.15 focuses on the emotional, financial or physical welfare of victims, as opposed to the intent of the perpetrator. Additionally, the State's definition of digitization does not address modifications to audio.

Your Committee notes that this proposed Local Law creates a Class B misdemeanor for disseminating or publishing images or videos, created or altered by digitization or digitally deceptive material, for exposing a person's intimate parts or engaging in obscene sexual conduct without the consent of the person depicted in the image or video, and the actor's intent is to harass, threaten, or alarm the depicted person. The proposed Local Law also provides a Class B misdemeanor for criminal impersonation through the use of digitally deceptive material. Further the proposed law elevates the offense to a Class A misdemeanor if any single violation occurs in the course of and/or in furtherance of the commission or attempted commission of another crime. The proposed law also elevates the offense to Class A misdemeanor if a person was previously convicted of violating the law within the last ten years.

Your Committee is advised that this proposed Local Law aims to close some of the gaps in the State law, as this Local Law is directed toward an actor's intention to harass, threaten, or alarm

another in order to commit fraud or extortion, and, among other things, applies to digitally modified audio, such as mimicking the voice of another person.

Your Committee is advised that, in order to maintain consistency with the NYPL, and to ensure that the proposed Local Law is interpreted and applied in a constitutional manner, the proposed Local Law refers to multiple definitions contained in the NYPL. By utilizing these definitions, the proposed Local Law will be interpreted in accordance with prevailing case law regarding those Penal Law definitions, and will benefit from any modifications to those definitions. Those definitions, as they currently exist, are presented here:

“Disseminate” means to give, provide, lend, deliver, mail, send, forward, transfer or transmit, electronically or otherwise to another person. (New York State Penal Law § 250.40[5]).

“Publish” means to (a) disseminate, as defined [above], with the intent that such image or images be disseminated to ten or more persons; or (b) disseminate with the intent that such images be sold by another person; or (c) post, present, display, exhibit, circulate, advertise or allows access, electronically or otherwise, so as to make an image or images available to the public; or (d) disseminate with the intent that an image or images be posted, presented, displayed, exhibited, circulated, advertised or made accessible, electronically or otherwise and to make such image or images available to the public. (New York State Penal Law § 250.40[6]).

“Obscene.” Any material or performance is “obscene” if (a) the average person, applying contemporary community standards, would find that considered as a whole, its predominant appeal is to the prurient interest in sex, and (b) it depicts or describes in a patently offensive manner, actual or simulated: vaginal sexual contact, a crime under the former sections 130.50, 130.45, and 130.40 of the penal law, oral sexual contact, anal sexual contact, sexual bestiality, masturbation, sadism, masochism, excretion or lewd exhibition of the genitals, and (c) considered as a whole, it lacks serious literary, artistic, political, and scientific value. Predominant appeal shall be judged with reference to ordinary adults unless it appears from the character of the material or the circumstances of its dissemination to be designed for children or other especially susceptible audience. (New York State Penal Law § 235.00[1]).

“Sexual conduct” means vaginal sexual contact, oral sexual contact, anal sexual contact, aggravated sexual contact, or sexual contact. (New York State Penal Law § 130.05[10]).

Your Committee is further informed that the proposed amendments do not meet the definition of an action under New York State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617. Please refer to the memorandum from the Department of Planning dated January 8, 2024, which is on file with the Clerk of the Board of Legislators.

Your Committee recommends adoption of this Local Law.

Dated: _____, 2024
White Plains, New York

COMMITTEE ON

RESOLUTION NO. ____ – 2024

RESOLVED, that this Board hold a public hearing pursuant to Section 209.141(4) of the Laws of Westchester County on Local Law Intro. No. ____ - 2024, entitled, “A LOCAL LAW amending the Laws of Westchester County by adding a new Chapter 610 in relation to prohibiting the unlawful use of digitally deceptive material.” The public hearing will be held at __.m. on the ____ day of _____, 2024 in the Chambers of the Board of Legislators, 8th Floor, Michaelian Office Building, White Plains, New York. The Clerk of the Board shall cause notice of the time and date of such hearing to be published at least once in one or more newspapers published in the County of Westchester and selected by the Clerk of the Board for that purpose in the manner and time required by law.

LOCAL LAW INTRO. NO. -2024

A LOCAL LAW amending the Laws of Westchester County by adding a new Chapter 610 in relation to prohibiting the unlawful use of digitally deceptive material.

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

Section 1. The Laws of Westchester County are hereby amended by the addition of a new Chapter 610 to read as follows:

Chapter 610

UNLAWFUL USE OF DIGITALLY DECEPTIVE MATERIAL

Sec. 610.01. Definitions.

Sec. 610.11. Unlawful use of digitally deceptive material.

Sec. 610.21. Criminal impersonation through the use of digitally deceptive material.

Sec. 610.31. Penalties.

Sec. 610.41. Severability.

Sec. 610.01. - Definitions.

1. **Consent.** Permission that is knowingly, intelligently, and voluntarily given for the particular disclosure at issue.
2. **Disseminate.** Shall have the same meaning as in Section 250.40 of the New York State Penal law, or any successor section thereof.
3. **Digitally Deceptive Media.** Any still or video image, audio, text, or technological representation of a person's name, portrait, picture, likeness, or voice, either fully or partially created or modified that: (i) exhibits a high level of authenticity or convincing appearance that is visually or audibly indistinguishable from reality to a reasonable person; (ii) depicts a scenario

that did not actually occur or that has been altered in a significant way from how it actually occurred; and (iii) is created by or through Digitization.

4. **Digitization.** The use of software, machine learning, artificial intelligence, or any other computer-generated or technological means, including adapting, modifying, manipulating, or altering a realistic depiction.
5. **Harass.** Engaging in a course of conduct or repeatedly commit conduct that alarm or seriously annoy another person and which serve no legitimate purpose.
6. **Intimate Part.** The naked genitals, pubic area, anus or female nipple of the person.
7. **Obscene.** Shall have the same meaning as in Section 235.00 of the New York State Penal law, or any successor section thereof
8. **Person.** A human being, a public or private corporation, an unincorporated association, a partnership, a government or a governmental instrumentality.
9. **Publish.** Shall have the same meaning as in Section 250.40 of the New York State Penal law, or any successor section thereof.
10. **Sexual conduct.** Shall have the same meaning as in section 130.00 of the New York State Penal Law.

Sec. 610.11. – Unlawful use of digitally deceptive material.

It shall be unlawful for any person, with the intent to Harass, threaten, or alarm another person, to knowingly disseminate or publish Digitally Deceptive Media, depicting such other person who may reasonably be identified, with one or more Intimate Parts exposed or engaging in Obscene or Sexual Conduct, where the actor knew or reasonably should have known that the person depicted did not consent to such dissemination or publication.

Sec. 610.21 – Criminal impersonation through the use of digitally deceptive material.

It shall be unlawful for a person to commit any act prohibited by Sections 190.25 or 190.26 of the New York Penal Law through the use of Digitally Deceptive Material.

Sec. 610.31. - Penalties.

1. A violation of sections 610.11 or 610.21 shall be a Class B misdemeanor, punishable by imprisonment for not more than thirty (30) days or by a fine or not more than five hundred dollars (\$500.00) or both.
2. Any person who violates sections 610.11 or 610.21 in the course of and/or in furtherance of the commission or attempted commission of another crime shall be guilty of a Class A misdemeanor and shall be punished by imprisonment for not more than a year or by a fine of not more than one thousand dollars (\$1000.00) or both.
3. Any person who violates sections 610.11 or 610.21 and has previously been found guilty of a violation of this Chapter within the past ten years shall be guilty of a Class A misdemeanor and shall be punished by imprisonment for not more than a year or by a fine of not more than one thousand dollars (\$1000.00) or both.

Sec. 610.41. - Severability.

If any word, phrase, clause, sentence, paragraph, section, or part of this chapter shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section, or part thereof directly involved in the controversy in which such judgment shall have been rendered.

Section 2. Effective date. This Local Law shall take effect immediately.

jsw/am 10-03-24



**Village of Mamaroneck
Planning Department**

169 Mt. Pleasant Avenue
Mamaroneck, NY 105436

Phone: (914)825-8758

www.village.mamaroneck.ny.us/planning-department

October 16, 2024

To: Westchester County Board of Legislators
Westchester County Planning Board
Town of Mamaroneck
Village of Larchmont
Town/Village of Harrison
City of Rye

Re: Proposed Local Law (PLL) Q of 2024
Six Month Moratorium on Battery Energy Storage Systems

The Village of Mamaroneck is in the process of proposed local law (PLL) Q of 2024, establishing a six-month moratorium prohibiting the acceptance, processing and approval of applications and permits for certain battery energy storage systems in the Village of Mamaroneck. A public hearing on Proposed Local Law Q of 2024 will be held at the regular meeting of the Board of Trustees at 7:30 p.m. on October 28, 2024, at the Municipal Building located at 169 Mount Pleasant Avenue, Mamaroneck, NY.

The PLL has been duly considered by the Board of Trustees during a work session and regular meetings. The Board of Trustees has determined that in accordance with Section 7-706 of Village Law of the State of New York, before taking final action on PLL Q of 2024, the Village of Mamaroneck is required to provide written notice of the proposed moratorium to the Clerk of the Westchester County Board of Legislators and municipalities within five hundred feet of the Village of Mamaroneck, and to provide for the opportunity to be heard or submit written comment. The Board of Trustees has also determined that in accordance with General Municipal Law § 239-m, before taking final action on PLL Q of 2024, the proposed local law must be referred to the Westchester County Planning Board.

A copy of the applicable PLL and resolutions are attached. Please respond back to the Village if you have any questions or wish to comment on PLL Q of 2024.

Thank you.

Sincerely,

Daniel Segal
Director of Planning and Development
Village of Mamaroneck

PROPOSED LOCAL LAW Q of 2024

A Proposed Local Law establishing a six-month moratorium prohibiting the acceptance, processing and approval of applications and permits for battery energy storage systems in the Village of Mamaroneck

**BE IT ENACTED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF MAMARONECK
AS FOLLOWS:**

*(Language in strike-through ~~abcedefghijk~~ to be deleted; language in **bold** is to be added)*

Section 1.

Section 342-3 of the Code of the Village of Mamaroneck, is amended by adding the following definitions:

BATTERY ENERGY STORAGE SYSTEM

One or more devices, assembled together, capable of storing energy in order to supply electrical energy at a future time, but not a stand-alone 12-volt car battery, an electric motor vehicle, or batteries utilized in consumer products.

BATTERY ENERGY STORAGE SYSTEM, TIER ONE

A battery energy storage system having an aggregate energy capacity greater than 600kWh or comprised of more than one storage battery technology in a room or enclosed area.

BATTERY ENERGY STORAGE SYSTEM, TIER TWO

A battery energy storage system having an aggregate energy capacity greater than 80kWh and equal to or less than 600kWh, and if in a room or enclosed area, consisting of only a single-energy storage system technology.

BATTERY ENERGY STORAGE SYSTEM, TIER THREE

A residential battery energy storage system having an aggregate energy capacity less than or equal to 80kWh, and if in a room or enclosed area, consisting of only a single-energy storage system technology.

TRANSFORMER STATION

An area or group of equipment to transform power from one voltage to another or from one system to another that does not include battery energy storage systems or similar facilities.

Section 2.

Article XII of Chapter 342 Section of the Code of the Village of Mamaroneck, is amended by adding section 342-84.5, as follows:

§ 342-84.5. Temporary moratorium on battery energy storage systems.

A. Purpose

The purpose of this local law is to protect the public health, safety and welfare of the residents of the Village of Mamaroneck and to maintain the status quo by temporarily suspending the processing of land use approvals and the granting of approvals for certain battery energy storage systems for a period of six months from the effective date of this local law while the Board of Trustees studies whether amendments to the Village Code are necessary regarding the propriety of battery energy storage systems.

B. Legislative Findings

The Village of Mamaroneck is a suburban, largely residential community on Long Island Sound. The Village comprises 6.7 square miles of area of which 3.5 miles are underwater lands, and the upland 3.2 square miles are home to approximately 20,000 Village residents. The Village's unique natural environment consists of 9 miles of coastline along Long Island Sound, and multiple critical areas of environmental concern including Otter Creek, Guion Creek, Magid Pond, Van Amringe Mill Pond, the Mamaroneck River, and Hommocks Conservation area.

The Village is home to several distinct residential neighborhoods, each with its own individual characteristics. Along the Sound, there are Shore Acres, Greenhaven and Orienta. More densely populated neighborhoods are located inland, including Washingtonville, The Heights, Heathcote Hill, and Rye Neck.

The placement of battery energy storage systems in a densely populated Village and in close proximity to its natural resources raises issues of serious concern for the health, safety and welfare of Village residents. The Board of Trustees acknowledges that these systems play an important role in reducing demand and costs associated with power grid infrastructure, add capacity while lessening the burden on existing infrastructure, and reduce emissions, putting the Village closer to its Climate Smart Community goals. While the Board of Trustees remains dedicated to those goals, significant public health and safety concerns relative to the potentially volatile nature of lithium-ion batteries and battery storage operations have emerged, especially with regard to locating mega-watt scale facilities in close proximity to established residential and critical environmental areas. Indeed, several fires at battery energy storage facilities across the State of New York have significantly raised concerns by the Board of Trustees and the emergency and first responders, who must manage these occurrences and ensure continued public safety. The Board of Trustees has therefore decided that it is necessary to review the Village Code and consider potential revisions in order to address the safety concerns raised by battery energy storage systems.

The Board of Trustees intends to study the safety and security of these energy storage systems, including thermal runaway, off gassing and toxicity, stranded energy, ways to prevent fires, prevent by-product contamination, and ensure that emergency responders have the necessary training and information to prepare and deploy resources in the event of a fire. The Village also intends to study in

which areas of the Village it may be appropriate to locate such systems.

In order to allow the Board of Trustees time to complete its review, draft proposed new legislation and enact any such legislation, the Board of Trustees deems it in the best interest of the general health, safety and welfare of Village residents to impose a temporary moratorium prohibiting the review and approval of applications and permits for battery energy storage system in the Village of Mamaroneck.

D. MORATORIUM

For a period of six months from and after this local law becomes effective,

1. The Building Department shall not accept any building permit application or issue any certificate of occupancy or certificate of compliance for a Tier 1 or Tier 2 battery energy storage system within the Village;
2. The Planning Board shall not accept any application, grant any approval for, or continue to review an application for a subdivision plat, site plan approval, special use permit or other permit that involves the permitting, construction and/or development of a Tier 1 or Tier 2 battery energy storage system within the Village; and
3. The Zoning Board of Appeals shall not accept any application or grant any approval for a variance or other permit that involves the permitting, construction and development of a Tier 1 or Tier 2 battery energy storage system within the Village.

E. APPROVED PROJECTS

Projects for which building permits have been granted are not subject to this moratorium.

Section 3.

If any section, subsection, clause, phrase or other portion of this local law is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body or other authority of competent jurisdiction, the portion of the law declared to be invalid will be deemed a separate, distinct and independent portion and the declaration will not affect the validity of the remaining portions hereof, which will continue in full force and effect.

Section 4.

This law will take effect immediately upon its filing in the Office of the Secretary of State in accordance with Municipal Home Rule Law. It supersedes the provisions of the Village Law, including those provisions which provide for the approval of a land use application on the basis of the passage of time, and the Code of the Village of Mamaroneck, including those provisions which authorize or require the approval of a land use application, to the extent that they are inconsistent with this local law.

OFFICE OF
VILLAGE MANAGER

***Village Hall At The Regatta
P.O. Box 369***

***123 Mamaroneck Avenue
Mamaroneck, N.Y. 10543***

<http://www.Village.Mamaroneck.ny.us>

Tel (914) 777-7703

Fax (914) 777-7760

OCTOBER 15, 2024
ITEM 2B – AGENDA REGULAR MEETING

RESOLUTION OF THE BOARD OF TRUSTEES OF THE VILLAGE OF MAMARONECK
REGARDING NOTICE OF HEARING AND REFERRAL OF
PROPOSED LOCAL LAW Q of 2024

WHEREAS, proposed local law Q of 2024, establishing a six-month moratorium prohibiting the acceptance, processing and approval of applications and permits for certain battery energy storage systems in the Village of Mamaroneck, has been duly considered by the Board of Trustees during a work session and regular meetings; and

WHEREAS, the Board of Trustees has determined that in accordance with Section 7-706 of Village Law of the State of New York, before taking final action on PLL Q of 2024, the Village of Mamaroneck is required to provide written notice of the proposed moratorium to the Clerk of the Westchester County Board of Legislators and municipalities within five hundred feet of the Village of Mamaroneck, and to provide for the opportunity to be heard or submit written comment; and

WHEREAS, the Board of Trustees has determined that in accordance with General Municipal Law § 239-m, before taking final action on PLL Q of 2024, the proposed local law must be referred to the Westchester County Planning Board,

NOW THEREFORE BE IT RESOLVED, a public hearing on Proposed Local Law Q of 2024 will be held at the regular meeting of the Board of Trustees at 7:30 p.m. on October 28, 2024, at the Municipal Building located at 169 Mount Pleasant Avenue, Mamaroneck, New York; and be it further

RESOLVED, that the Village Clerk-Treasurer is directed to provide notice of the public hearing as required by law; and be it further

RESOLVED, that the Village Clerk-Treasurer is directed to provide copies of the proposed local law, notice of hearing, and any relevant materials supporting the adoption of the proposed local law to the Clerk of the Westchester County Board of Legislators and adjoining municipalities; and be it further

RESOLVED, that the Village Clerk-Treasurer is directed to refer PLL Q of 2024 to the Westchester County Planning Board.

BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER

Your Committee is in receipt of a communication from the County Attorney transmitting a proposed Local Law that would authorize the County of Westchester ("County") to amend a ground lease agreement with White Plains Aviation Partners, LLC D/B/A Million Air White Plains ("Million Air") for approximately 22.4 acres ("Leased Premises") at Westchester County Airport ("Airport"), in order to add approximately 7,192 square feet to the Leased Premises, equating to approximately 35 automobile parking spaces.

On May 16, 2016, your Honorable Board adopted Local Law No. 3-2016 that authorized the County to terminate a prior lease with Million Air and enter into a new 30-year ground lease (the "Lease") that allowed Million Air to operate both a Light General Aviation ("LGA") facility and a Full Service Heavy Aircraft General Aviation Fixed Base Operation ("FBO") on the Premises. Pursuant to the terms of the Lease, Million Air subsequently constructed a new FBO hangar and a terminal building.

Your Committee has been advised that the Lease provides that on that portion of the Premises utilized for LGA purposes, Million Air pays the County a percentage of gross revenue generated there, with the percentage increasing every five years of the lease term. On the FBO portion, the initial rental is at the rate of \$1.00 per square foot over an area of six (6) acres for a total of \$261,360.00 yearly, payable in equal monthly installments. Commencing in the forty-third (43rd) month after the commencement date, the annual rent in connection with the FBO will increase to the rate of \$1.85 per square foot over an area of nine (9) acres for a total of \$725,274.00 yearly. The Lease provides for

annual rent increases thereafter. Million Air is responsible for all utility costs, heating oil, water and real estate taxes.




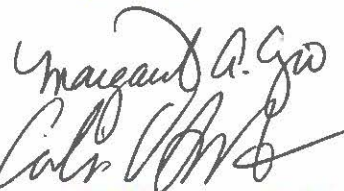

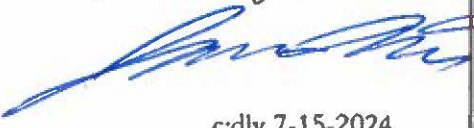






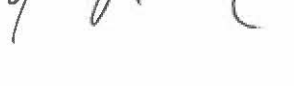


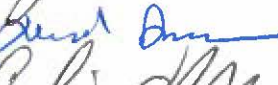





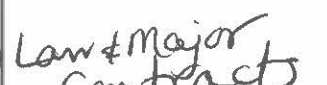








Your Committee has been advised that, in addition to the Lease, the County entered into a license agreement with Million Air permitting it to use approximately 7,192 square feet of undeveloped space adjacent to the Federal Aviation Administration tower ("Lot 2") solely for parking vehicles owned by Million Air, its employees, subtenants and service providers, for a term from March 1, 2019 through February 28, 2020. The license agreement was not extended but Million Air continued using Lot 2.

The County now requests the authority of your Honorable Board to amend the Lease in order to add Lot 2 to the Leased Premises. In consideration of this amendment, Million Air will pay the County \$77,083.25 for the past use of the parking area. In addition, the annual rent on the FBO will increase by \$15,678.56 commencing retroactively to February 1, 2024. The annual rent on the entire Leased Premises, inclusive of Lot 2, will be subject to increases as specified in the Lease. Million Air will remain responsible for the maintenance, repairs, snow and ice removal, and environmental compliance of Lot 2, to the extent that it is responsible under the Lease for maintaining the balance of the Leased Premises. As part of this lease amendment, Million Air will also agree to maintain the T-hangar on the Leased Premises (identified as T-25) and its associated ramp for LGA use, and continue to provide no fewer than 39 tie-down spaces for 39 LGA aircraft. All remaining terms and conditions of the Lease will remain unchanged. The terms of the lease amendment will be in substantially the same form as the draft amendment attached to the proposed Local Law.

The Department of Planning has advised that based on their review, this is an Unlisted Action, pursuant to Part 617 of the New York State Environmental Quality Review Act ("SEQRA"). A Resolution and Environmental Assessment Form ("EAF") are attached to assist your Honorable Board in complying with SEQRA. Your Committee has carefully considered the EAF and the applicable SEQRA regulations. For the reasons set forth in the attached EAF, your Committee believes that this proposed action will not have any significant adverse impact on the environment and accordingly recommends passage of the annexed Resolution prior to enacting the Local Law authorizing the County to amend the lease.

Your Committee has been advised that an affirmative vote of two-thirds of all members of your Honorable Board is required to adopt the annexed Local Law. Your Committee has carefully considered the legislation and urges your Honorable Board to adopt the annexed Local Law authorizing an amendment to the Lease.

Dated: October 10, 2024
White Plains, New York

     	       	       	       
<p>c:dlv 7-15-2024</p> <p>Legislation</p>	<p>COMMITTEE ON</p> <p>Budget & Appropriations</p>	<p>Law & Major Contracts</p>	<p>Public Works & Transportation</p>

FISCAL IMPACT STATEMENT

SUBJECT: WP Aviation Partners Amended Lease ☐ NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

☐ GENERAL FUND ☒ AIRPORT FUND ☐ SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense _____

Total Current Year Revenue \$ 19,598

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

Identify Accounts: 161-44-4110-9096

Potential Related Operating Budget Expenses: Annual Amount _____

Describe: _____

Potential Related Operating Budget Revenues: Annual Amount \$19,598 (2024)

Describe: A Local Law authorizing the County of Westchester to amend a ground lease agreement with White Plains Aviation Partners, LLC D/B/A Million Air White Plains for an increase in rent for space at Westchester County Airport.

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

Current Year: _____

Next Four Years: 2025 - 2028 \$31,257 per year; 2029 \$26,130

\$15,679, thereafter

Prepared by: Debra Ogden

Title: Sr. Budget Analyst

Department: Budget

Date: July 15, 2024

Reviewed By: 

Budget Director

Date: 7/15/24

RESOLUTION NO. - 2024

WHEREAS, there is pending before this Honorable Board a Local Law to authorize the County of Westchester to amend a ground lease agreement with White Plains Aviation Partners, LLC D/B/A Million Air White Plains for space at Westchester County Airport; and

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

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

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

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

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

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

RESOLVED, that based upon the Honorable Board's review of the Short Environmental Assessment Form and for the reasons set forth therein, this Board finds that there will be no significant adverse impact on the environment from the proposed action and be it further

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

RESOLVED, that the Resolution shall take effect immediately.

Short Environmental Assessment Form

Part 1 - Project Information

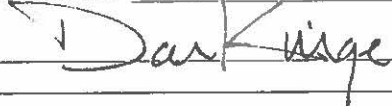
Instructions for Completing

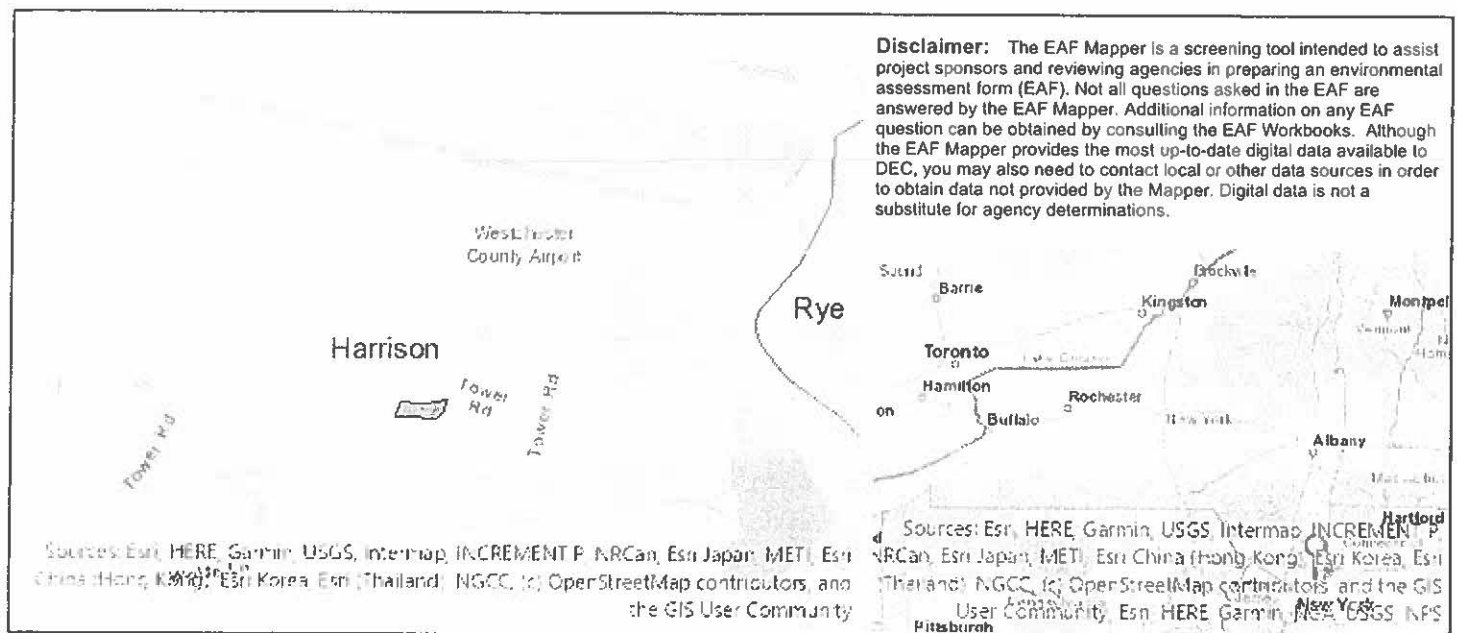
Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available.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

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

Part 1 – Project and Sponsor Information							
Name of Action or Project: Million Air Lease Amendment - Lot 2							
Project Location (describe, and attach a location map): 136 Tower Road, Hangar M, White Plains, NY 10604 (Town of Harrison, Westchester County)							
Brief Description of Proposed Action: Amendment of a 30-year ground lease agreement with White Plains Aviation Partners, LLC D/B/A Million Air White Plains (Million Air) for approximately 22.4 acres at Westchester County Airport in order to add approximately 7,192 square feet to its leased premises to accommodate a vehicle parking lot of approximately 35 automobile parking spaces. Million Air was given a license to use this space, which was originally a grass field, for vehicular parking for one year beginning in March 2019 to assist with parking needs during construction of additional improvements. However, Million Air continued to use the space for parking. As a condition of the amendment, Million Air has removed approximately 3,200 square feet of the existing pavement associated with this parking lot, a third of which is within the existing Million Air leasehold, and replaced it with porous pavement. This work was completed to the satisfaction of the County on May 7, 2024. In addition to paying additional rent for this space under the amended agreement, Million Air will also agree to maintain the T-hangar on its leased premises (known as T-25) and its associated ramp for light general aviation use and will continue to provide no fewer than 39 tie-down spaces for light general aviation aircraft. All remaining terms and conditions of the lease will remain unchanged.							
Name of Applicant or Sponsor:		Telephone: 914-995-4400					
County of Westchester		E-Mail: dsk2@westchestercountyny.gov					
Address: 148 Martine Avenue							
City/PO: White Plains		State: NY	Zip Code: 10601				
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			<table border="1" style="width: 100%; text-align: center;"> <tr> <td>NO</td> <td>YES</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>	NO	YES	<input checked="" type="checkbox"/>	<input type="checkbox"/>
NO	YES						
<input checked="" type="checkbox"/>	<input type="checkbox"/>						
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:			<table border="1" style="width: 100%; text-align: center;"> <tr> <td>NO</td> <td>YES</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>	NO	YES	<input checked="" type="checkbox"/>	<input type="checkbox"/>
NO	YES						
<input checked="" type="checkbox"/>	<input type="checkbox"/>						
3. a. Total acreage of the site of the proposed action?		22.4 acres					
b. Total acreage to be physically disturbed?		+/-0.1 acres					
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		698 acres					
4. Check all land uses that occur on, are adjoining or near the proposed action:							
5. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input checked="" type="checkbox"/> Other(Specify): Airport <input type="checkbox"/> Parkland							

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? Name: Airport 60 Ldn Noise Contour, Reason: Exceptional or unique character, Agency: Westchester County, If Yes, identify: Date: 1-31-90	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Are public transportation services available at or near the site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: <u>N/A - The ground lease amendment does not involve any building improvements, other than to maintain an existing T-hangar. The existing terminal/office space associated with this Fixed Base Operator is compliant with the state energy code.</u>	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ The existing facility is already connected to a public water supply. The amendment provisions do not involve additional water consumption.	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ The existing facility is already connected to the county sewer system. The amendment provisions do not involve additional sewage generation.	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____			

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
a. Will storm water discharges flow to adjacent properties?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If Yes, briefly describe:		
The lot is currently paved. The northern half was converted to porous pavement, which will also receive runoff from the remaining paved surfaces and promote infiltration of stormwater runoff. A perforated underdrain pipe and an inlet were installed within the pervious pavement. An outlet structure will be added that will connect to an existing stormwater sewer system serving the area.		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Westchester County Airport is in the NYS Brownfield Cleanup Program (C360174) for various contaminants, including PFAS, which is the primary contaminant of concern at the Airport. Remediation is ongoing.		
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor/name: <u>County of Westchester</u> Date: <u>October 1, 2024</u>		
Signature: <u></u> Title: <u>Assistant Commissioner of Planning</u>		



Part 1 / Question 7 [Critical Environmental Area]	Yes
Part 1 / Question 7 [Critical Environmental Area - Identify]	Name:Airport 60 Ldn Noise Contour, Reason:Exceptional or unique character, Agency:Westchester County, Date:1-31-90
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	No
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	Yes

Project: Million Air Lease - Lot 2

Date: October 2024

Short Environmental Assessment Form
Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

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

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

Short Environmental Assessment Form

Part 3 Determination of Significance

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

There will be no significant adverse environmental impact from the proposed action since the the provisions of the ground lease amendment will serve to reduce impacts associated with existing development.

The parking lot reconstruction requirements included in the amendment have been implemented to the satisfaction of the County and will reduce stormwater runoff from impervious surfaces that were added without stormwater management. The porous pavement will infiltrate runoff to meet the runoff reduction requirements of the New York State Stormwater Management Design Manual. Excess stormwater discharge that may occur due to extreme weather conditions will be directed to an existing conveyance system that already serves this area and discharges to Basin A at the Airport.

The T-hangar, tie-down and ramp requirements will ensure that a specific portion of the fixed base operation continues to serve light general aviation, whose operation and aircraft size need tie-down and t-hangar facilities. Preservation of the light general aviation footprint helps to minimize community impacts associated with aircraft operations and sustains the community's interest in these activities.

As the ground lease amendment does not provide for additional development or changes in use, there will be no additional impacts.

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

PRINT FORM

LOCAL LAW NO. - 2024

A LOCAL LAW authorizing the County of Westchester to amend a ground lease agreement with White Plains Aviation Partners, LLC D/B/A Million Air White Plains for space at Westchester County Airport.

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

Section 1. The County of Westchester ("County") is hereby authorized to amend its lease agreement with White Plains Aviation Partners, LLC D/B/A Million Air White Plains ("Million Air") for the operation of both a Light General Aviation ("LGA") facility and a Full Service Heavy Aircraft General Aviation Fixed Base Operation ("FBO") on approximately 22.4 acres at Westchester County Airport for a term of 30 years ("Lease"), in order to add approximately 7,192 square feet to the Leased Premises, equating to approximately 35 automobile parking spaces.

Section 2. In consideration of this amendment, Million Air shall pay the County \$77,083.25 for the past use of the parking area. In addition, the annual rent on the FBO shall increase by \$15,678.56 commencing retroactively to February 1, 2024. The annual rent on the entire Leased Premises, inclusive of Lot 2, shall be subject to increases as specified in the Lease. Million Air shall remain responsible for the maintenance, repairs, snow and ice removal, and environmental compliance of Lot 2, to the extent that it is responsible under the Lease for maintaining the balance of the Leased Premises. As part of this lease amendment, Million Air shall also agree to maintain the T-hangar on the Leased Premises (identified as T-25) and its associated ramp for LGA use, and continue to provide no fewer than 39 tie-down spaces for 39 LGA aircraft.

SCHEDULE "A"

LEASE AMENDMENT

FIRST AMENDMENT

TO

LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (this "**Agreement**") made as of this ____ day of _____, 202__ (the "**Effective Date**"), between

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having its principal office at the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601 ("**Landlord**")

and

WHITE PLAINS AVIATION PARTNERS, LLC D/B/A MILLION AIR WHITE PLAINS, a Delaware limited liability company, authorized to do business in New York, having an office and place of business at c/o Million Air HQ, 7555 Ipswich Road, Houston, Texas 77061 ("**Tenant**").

WITNESSETH:

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement, dated as of June 1, 2016 (the "**Lease**") wherein Landlord leased to Tenant and Tenant leased from Landlord, the Premises (as such term is defined and described under the Lease);

WHEREAS, the parties also entered into a license agreement dated August 16, 2019 ("License Agreement"), permitting Tenant to use approximately 7,192 square feet of undeveloped space adjacent to the Federal Aviation Administration tower ("Licensed Premises") solely for parking vehicles owned by Tenant, its employees, subtenants and service providers, for a term from March 1, 2019 through February 28, 2020, which term was not extended; and

WHEREAS, Landlord and Tenant desire to modify the Lease to incorporate the formerly Licensed Premises into the Leased Premises.

NOW, THEREFORE, in consideration of the premises and the mutual agreements hereinafter set forth, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree that as of the Effective Date the Lease is amended and modified as follows:

1. **Recitals; Definitions.** The recitals and whereas clauses are incorporated herein by this reference. All capitalized words, terms and phrases used herein shall have the meanings ascribed to them in the Lease unless otherwise herein defined or modified. For purposes of clarification, when this Agreement refers to a numbered "section" of the Lease, it shall be referring to such numbered "section," "article" or "paragraph," as the case may be, of the Lease. The capitalized

terms "Tenant" and "Lessee" may be used interchangeably under this Agreement and/or the Lease. The capitalized terms "Landlord" and "County" may be used interchangeably under this Agreement and/or the Lease.

2. **Modifications to Section 1.1 of the Lease.**

- a. As used in the Lease and this Amendment, as the context requires, the term "Leased Premises" or "Premises" as defined under the Lease means the "Leased Premises" or "Premises" defined under the Lease, and shall include the land previously licensed to Tenant pursuant to the License Agreement.
- b. Schedule A attached to the Lease is deleted and replaced with **Schedule A-1**, attached hereto and made a part hereof (the "**Amended Lease Land**") so that the "Land" leased under the Lease shall be the Amended Lease Land. Accordingly, Section 1.2 of the Lease is modified to reflect that the total Leased Premises shall now be the Amended Lease Land and shall also include an additional approximately 7,192 square feet, to accommodate a vehicle parking lot of approximately 35 vehicle parking spaces ("Lot 2").
- c. Tenant shall pay to the Landlord the following rates and charges for the past use of Lot 2 beginning March 1, 2019, the start date of the original license agreement, through January 31, 2024: a total amount of \$77,083.25. This total amount will be paid in 59 monthly installments of \$1,306.50.

3. **Increase in Rent.** Based on the inclusion of Lot 2 in the Leased Premises, and pursuant to Section 4.2 of the Lease, the annual rent on the Fixed Base Operation shall increase by \$15,678.56 commencing February 1, 2024. The annual rent on the entire Leased Premises, inclusive of Lot 2, shall be subject to increases as specified in Section 4.2 of the Lease.

4. **Maintenance and Repairs.**

Landlord is conceding Lot 2 of Tenant's Leased Premises in operable condition. It is paved, has surface markings and is lit. Tenant shall be wholly responsible for the maintenance, repairs, snow and ice removal, and environmental compliance of Lot 2, to the extent that Tenant is responsible under the Lease for maintaining the balance of the Leased Premises.

No later than close of business on March 12, 2024, Tenant will provide Landlord with its schedule to complete the required stormwater mitigation items addressed in Commissioner of DPW/T's letter dated August 1, 2022.

5. **T-Hangar and Tie Downs.** Subject to Sections 5.5 and 6.14 of the Lease, Tenant shall maintain the T-hangar on the Leased Premises (identified as T-25) and its associated ramp for light general aviation use. Tenant shall also continue to provide no fewer than 39 tie-down spaces for 39 light general aviation aircraft.

6. **Leasehold Mortgagee.** Pursuant to Section 22.3(A) of the Lease, the effectiveness of this Agreement shall be subject to and, conditioned on, Tenant's Leasehold Mortgagee consenting in writing to the amendment and modification of the Lease as set forth in this Agreement.

7. **Memorandum of Lease.** Upon request of either Landlord or Tenant, Landlord and Tenant shall execute and deliver to each other a memorandum of lease or an amendment of memorandum of lease, in recordable form, to reflect that the Lease has been amended by this Agreement. Tenant shall pay the cost and expense of recording any such memorandum of lease.

8. **Miscellaneous.** Other than as expressly amended or modified by this Agreement, the Lease and its terms shall continue in full force and effect. In the event of any conflict between the terms of this Agreement and the terms of the Lease, the terms of this Agreement shall govern and prevail. The provisions of this Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, legal representatives, successors and permitted assigns. This Agreement may be executed in one or more counterparts and each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. No further changes to the Lease or this Agreement may be made except by a written agreement signed by Landlord and Tenant. Tenant has full power and authority to enter into and perform its obligations under this Agreement and, the person signing below on behalf of Tenant, has full power and authority to sign this Agreement on behalf of Tenant and bind Tenant to the terms and conditions of this Agreement. This Agreement has been duly authorized, executed and delivered by Tenant and is a legal, valid and binding obligation of Tenant enforceable against Tenant in accordance with its terms. No consent, approval, permit, authorization, registration or filing with any court, administrative agency, commission or other governmental authority or any other person, entity or body is required to be obtained in connection with Tenant's execution, delivery and performance of this Agreement. Landlord has full power and authority to enter into and perform its obligations under this Agreement and, the person signing below on behalf of Landlord, has full power and authority to sign this Agreement on behalf of Landlord and bind Landlord to the terms and conditions of this Agreement. This Agreement has been duly authorized, executed and delivered by Landlord and is a legal, valid and binding obligation of Landlord enforceable against Landlord in accordance with its terms. No consent, approval, permit, authorization, registration or filing with any court, administrative agency, commission or other governmental authority or any other person, entity or body is required to be obtained in connection with Landlord's execution, delivery and performance of this Agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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

LANDLORD:

The County of Westchester

By: _____
Name: Hugh J. Greechan, Jr., P.E.
Title: Commissioner of Public Works
and Transportation

TENANT:

White Plains Aviation Partners, LLC d/b/a Million
Air White Plains

By: 
Name: Roger Woolsey
Title: CEO of REW Investments, Inc., its Managing Member

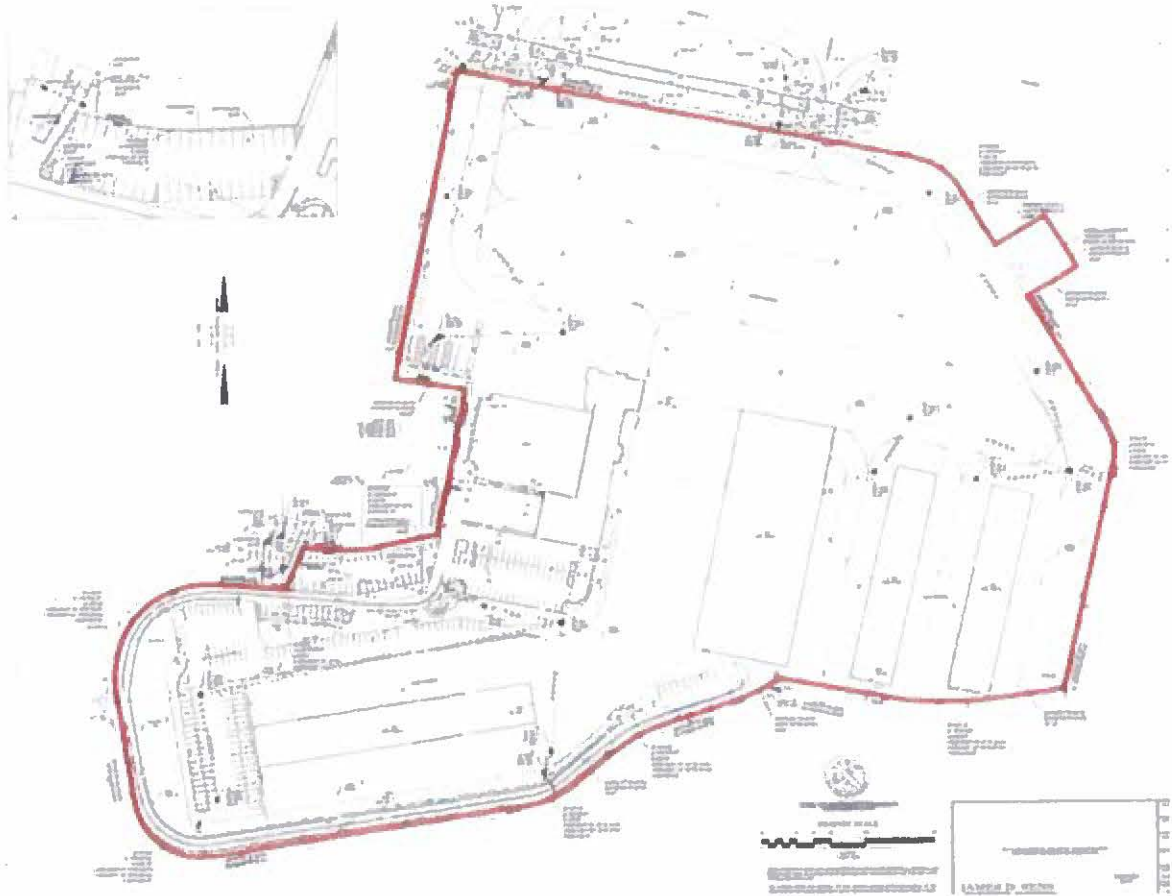
Authorized by the Board of Legislators of the County of Westchester pursuant to Local Law
Intro No. _____ on the _____ day of _____, 202__.

Authorized by the Board of Acquisition and Contract of the County of Westchester on the ____
day of _____, 202__.

Approved:

Associate County Attorney
The County of Westchester 4-30-2024

SCHEDULE A-1
PROPERTY DESCRIPTION



LOCAL LAW NO. - 2024

A LOCAL LAW authorizing the County of Westchester to amend a ground lease agreement with White Plains Aviation Partners, LLC D/B/A Million Air White Plains for space at Westchester County Airport.

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

Section 1. The County of Westchester ("County") is hereby authorized to amend its lease agreement with White Plains Aviation Partners, LLC D/B/A Million Air White Plains ("Million Air") for the operation of both a Light General Aviation ("LGA") facility and a Full Service Heavy Aircraft General Aviation Fixed Base Operation ("FBO") on approximately 22.4 acres at Westchester County Airport for a term of 30 years ("Lease"), in order to add approximately 7,192 square feet to the Leased Premises, equating to approximately 35 automobile parking spaces.

Section 2. In consideration of this amendment, Million Air shall pay the County \$77,083.25 for the past use of the parking area. In addition, the annual rent on the FBO shall increase by \$15,678.56 commencing retroactively to February 1, 2024. The annual rent on the entire Leased Premises, inclusive of Lot 2, shall be subject to increases as specified in the Lease. Million Air shall remain responsible for the maintenance, repairs, snow and ice removal, and environmental compliance of Lot 2, to the extent that it is responsible under the Lease for maintaining the balance of the Leased Premises. As part of this lease amendment, Million Air shall also agree to maintain the T-hangar on the Leased Premises (identified as T-25) and its associated ramp for LGA use, and continue to provide no fewer than 39 tie-down spaces for 39 LGA aircraft.

SCHEDULE "A"

LEASE AMENDMENT

FIRST AMENDMENT

TO

LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (this "**Agreement**") made as of this ____ day of _____, 202__ (the "**Effective Date**"), between

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having its principal office at the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601 ("**Landlord**")

and

WHITE PLAINS AVIATION PARTNERS, LLC D/B/A MILLION AIR WHITE PLAINS, a Delaware limited liability company, authorized to do business in New York, having an office and place of business at c/o Million Air HQ, 7555 Ipswich Road, Houston, Texas 77061 ("**Tenant**").

WITNESSETH:

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement, dated as of June 1, 2016 (the "**Lease**") wherein Landlord leased to Tenant and Tenant leased from Landlord, the Premises (as such term is defined and described under the Lease);

WHEREAS, the parties also entered into a license agreement dated August 16, 2019 ("License Agreement"), permitting Tenant to use approximately 7,192 square feet of undeveloped space adjacent to the Federal Aviation Administration tower ("Licensed Premises") solely for parking vehicles owned by Tenant, its employees, subtenants and service providers, for a term from March 1, 2019 through February 28, 2020, which term was not extended; and

WHEREAS, Landlord and Tenant desire to modify the Lease to incorporate the formerly Licensed Premises into the Leased Premises.

NOW, THEREFORE, in consideration of the premises and the mutual agreements hereinafter set forth, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree that as of the Effective Date the Lease is amended and modified as follows:

1. **Recitals; Definitions.** The recitals and whereas clauses are incorporated herein by this reference. All capitalized words, terms and phrases used herein shall have the meanings ascribed to them in the Lease unless otherwise herein defined or modified. For purposes of clarification, when this Agreement refers to a numbered "section" of the Lease, it shall be referring to such numbered "section," "article" or "paragraph," as the case may be, of the Lease. The capitalized

terms "Tenant" and "Lessee" may be used interchangeably under this Agreement and/or the Lease. The capitalized terms "Landlord" and "County" may be used interchangeably under this Agreement and/or the Lease.

2. **Modifications to Section 1.1 of the Lease.**

a. As used in the Lease and this Amendment, as the context requires, the term "Leased Premises" or "Premises" as defined under the Lease means the "Leased Premises" or "Premises" defined under the Lease, and shall include the land previously licensed to Tenant pursuant to the License Agreement.

b. Schedule A attached to the Lease is deleted and replaced with **Schedule A-1**, attached hereto and made a part hereof (the "**Amended Lease Land**") so that the "Land" leased under the Lease shall be the Amended Lease Land. Accordingly, Section 1.2 of the Lease is modified to reflect that the total Leased Premises shall now be the Amended Lease Land and shall also include an additional approximately 7,192 square feet, to accommodate a vehicle parking lot of approximately 35 vehicle parking spaces ("Lot 2").

c. Tenant shall pay to the Landlord the following rates and charges for the past use of Lot 2 beginning March 1, 2019, the start date of the original license agreement, through January 31, 2024: a total amount of \$77,083.25. This total amount will be paid in 59 monthly installments of \$1,306.50.

3. **Increase in Rent.** Based on the inclusion of Lot 2 in the Leased Premises, and pursuant to Section 4.2 of the Lease, the annual rent on the Fixed Base Operation shall increase by \$15,678.56 commencing February 1, 2024. The annual rent on the entire Leased Premises, inclusive of Lot 2, shall be subject to increases as specified in Section 4.2 of the Lease.

4. **Maintenance and Repairs.**

Landlord is conceding Lot 2 of Tenant's Leased Premises in operable condition. It is paved, has surface markings and is lit. Tenant shall be wholly responsible for the maintenance, repairs, snow and ice removal, and environmental compliance of Lot 2, to the extent that Tenant is responsible under the Lease for maintaining the balance of the Leased Premises.

No later than close of business on March 12, 2024, Tenant will provide Landlord with its schedule to complete the required stormwater mitigation items addressed in Commissioner of DPW/T's letter dated August 1, 2022.

5. **T-Hangar and Tie Downs.** Subject to Sections 5.5 and 6.14 of the Lease, Tenant shall maintain the T-hangar on the Leased Premises (identified as T-25) and its associated ramp for light general aviation use. Tenant shall also continue to provide no fewer than 39 tie-down spaces for 39 light general aviation aircraft.

6. **Leasehold Mortgagee.** Pursuant to Section 22.3(A) of the Lease, the effectiveness of this Agreement shall be subject to and, conditioned on, Tenant's Leasehold Mortgagee consenting in writing to the amendment and modification of the Lease as set forth in this Agreement.

7. **Memorandum of Lease.** Upon request of either Landlord or Tenant, Landlord and Tenant shall execute and deliver to each other a memorandum of lease or an amendment of memorandum of lease, in recordable form, to reflect that the Lease has been amended by this Agreement. Tenant shall pay the cost and expense of recording any such memorandum of lease.

8. **Miscellaneous.** Other than as expressly amended or modified by this Agreement, the Lease and its terms shall continue in full force and effect. In the event of any conflict between the terms of this Agreement and the terms of the Lease, the terms of this Agreement shall govern and prevail. The provisions of this Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, legal representatives, successors and permitted assigns. This Agreement may be executed in one or more counterparts and each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. No further changes to the Lease or this Agreement may be made except by a written agreement signed by Landlord and Tenant. Tenant has full power and authority to enter into and perform its obligations under this Agreement and, the person signing below on behalf of Tenant, has full power and authority to sign this Agreement on behalf of Tenant and bind Tenant to the terms and conditions of this Agreement. This Agreement has been duly authorized, executed and delivered by Tenant and is a legal, valid and binding obligation of Tenant enforceable against Tenant in accordance with its terms. No consent, approval, permit, authorization, registration or filing with any court, administrative agency, commission or other governmental authority or any other person, entity or body is required to be obtained in connection with Tenant's execution, delivery and performance of this Agreement. Landlord has full power and authority to enter into and perform its obligations under this Agreement and, the person signing below on behalf of Landlord, has full power and authority to sign this Agreement on behalf of Landlord and bind Landlord to the terms and conditions of this Agreement. This Agreement has been duly authorized, executed and delivered by Landlord and is a legal, valid and binding obligation of Landlord enforceable against Landlord in accordance with its terms. No consent, approval, permit, authorization, registration or filing with any court, administrative agency, commission or other governmental authority or any other person, entity or body is required to be obtained in connection with Landlord's execution, delivery and performance of this Agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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

LANDLORD:

The County of Westchester

By: _____
Name: Hugh J. Greechan, Jr., P.E.
Title: Commissioner of Public Works
and Transportation

TENANT:

White Plains Aviation Partners, LLC d/b/a Million
Air White Plains

By: 
Name: Roger Woolsey
Title: CEO of REW Investments, Inc., its Managing Member

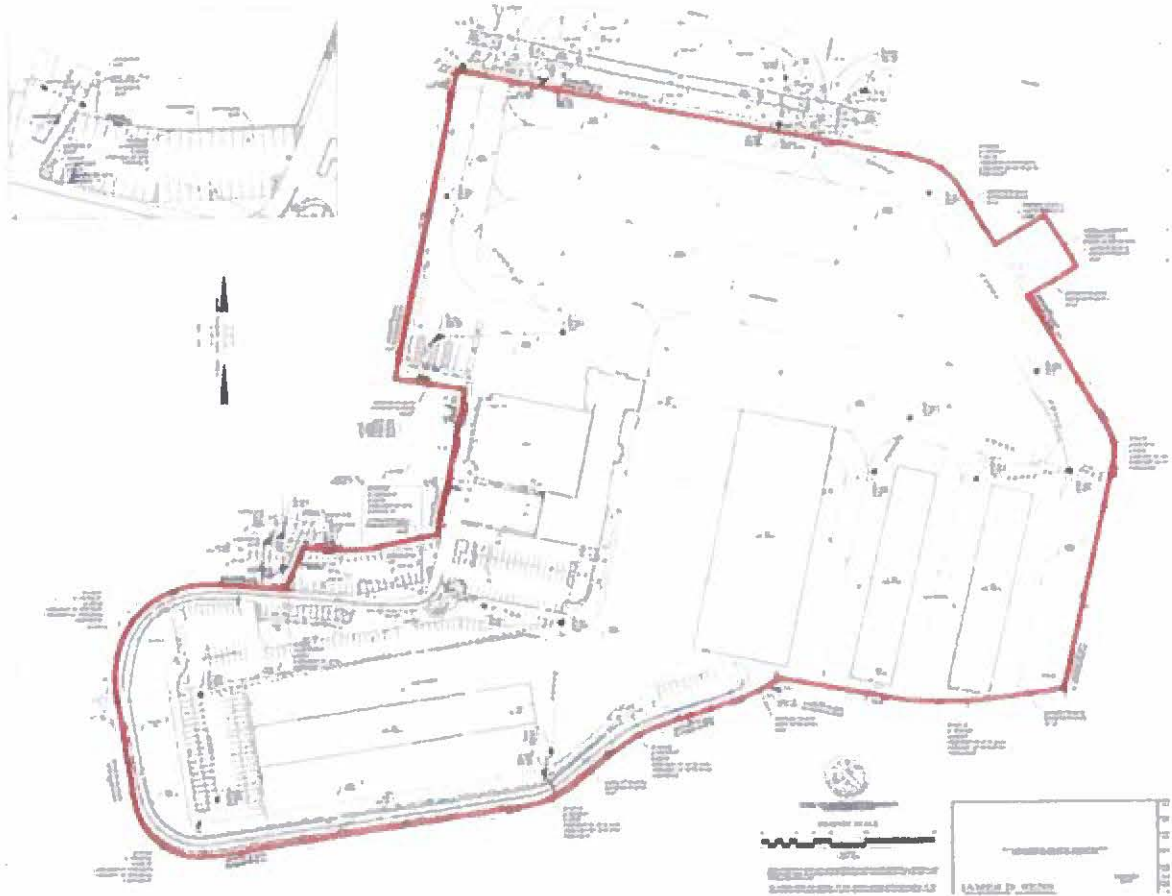
Authorized by the Board of Legislators of the County of Westchester pursuant to Local Law
Intro No. _____ on the _____ day of _____, 202__.

Authorized by the Board of Acquisition and Contract of the County of Westchester on the ____
day of _____, 202__.

Approved:

Associate County Attorney
The County of Westchester 4-30-2024

SCHEDULE A-1
PROPERTY DESCRIPTION





BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER

Your Committee is in receipt of a proposed Act which, if enacted by your Honorable Board, would authorize the settlement of four of the County's five counterclaims in the pending litigation between the County and White Plains Aviation Partners, LLC, d/b/a Million Air White Plains ("Million Air"), as set forth below. The County's remaining counterclaim, along with all of Plaintiff's claims in the litigation, will be dismissed without prejudice subject to the terms of a written interim settlement agreement, as discussed further below.

Your Committee recalls that, on May 16, 2016, the County Board adopted Local Law No. 3-2016, which authorized the County to terminate a prior lease with Million Air and enter into a new 30-year ground lease (the "Lease") that allowed Million Air to operate both a Light General Aviation ("LGA") facility and a Full Service Heavy Aircraft General Aviation Fixed Base Operation ("FBO") on approximately 22.4 acres ("Leased Premises") at the Airport. Pursuant to the terms of the Lease, Million Air subsequently constructed an approximately 50,000 sq. ft. hangar and refurbished terminal building at Million Air's FBO.

Your Committee has been informed that separately, in 2019, the County entered into a license agreement ("License") with Million Air, permitting Million Air to use approximately 7,192 square feet of undeveloped space adjacent to the Federal Aviation Administration tower ("Lot 2") solely for parking vehicles owned by Million Air, its employees, subtenants and service providers, for a term from March 1, 2019, through February 28, 2020. The License was not extended, but Million Air continued to use Lot 2.

Your Committee is aware that on June 16, 2021, Million Air commenced an action in federal court, alleging that the County breached certain terms of the Lease. Boiled down, Million Air claimed, among other things, that the County unreasonably withheld approval for Million Air to construct a proposed approximately 80,000 square foot hangar for heavy general aviation on its Leased Premises. Million Air sought a Court order directing the County to approve construction of the proposed hangar, along with “millions of dollars in damages.”

Your Committee is also aware that when the County answered Million Air’s operative complaint in October 2022, it denied any allegation that the County unreasonably withheld approval to build the proposed hangar. In addition, the County asserted five counterclaims against Million Air: breach of contract (1) under Lease section 3.1 for keeping a T-Hangar (known as T-Hangar 25) out-of-service; (2) under Lease sections 5.3 and 9.6 for failing to maintain and repair T-hangar 25, and for failing to restore it to a serviceable condition; (3) under Lease sections 7.1 and 11.1 for using T-hangar 25 for non-aeronautical purposes; (4) under Lease sections 13.8 and 13.9 for failing to obtain the County’s prior written consent to sublease a lounge to Blade Urban Air Mobility, Inc.; and (5) under Lease Article 1 and the 2019 License, for Million Air’s failure to surrender Lot 2 following the License’s expiration.

Your Committee is informed that, during the course of the litigation, Million Air restored T-Hangar 25 to service, as confirmed by the Airport Manager and the County’s Department of Public Works and Transportation. This T-hangar restoration resolves three of the County’s five counterclaims—Counterclaims One, Two, and Three—as each was premised on the T-hangar’s being inoperable. The proposed Act presented herewith, if adopted by the Board, would allow for the dismissal of each of these three Counterclaims with prejudice.

Your Committee is also informed that the parties have negotiated a Lease Amendment which, as more fully discussed below and in the Committee Report for Local Law Intro. No. ____, will, among other things, add Lot 2 to Million Air's Leased Premises and will require Million Air to pay the County for its past use of the parking area. If the Lease Amendment is authorized by the Board pursuant to Local Law Intro. No. __, then this will dispose of a fourth counterclaim of the County's—Counterclaim Five.

Your Committee acknowledges that the Lease Amendment will add Lot 2 to the Leased Premises. In consideration of this amendment, Million Air will pay the County \$77,083.25 for the past use of the parking area. In addition, the annual rent on the FBO will increase by \$15,678.56 commencing retroactively to February 1, 2024. The annual rent on the entire Leased Premises, inclusive of Lot 2, will be subject to increases as specified in the Lease. Million Air will remain responsible for the maintenance, repairs, snow and ice removal, and environmental compliance of Lot 2, to the extent that Million Air is responsible under the Lease for maintaining the balance of the Leased Premises.

Your Committee recognizes that, also as part of this Lease Amendment, Million Air will agree to maintain T-hangar 25 on the Leased Premises and T-hangar 25's associated ramp for LGA use, and Million Air will also continue to provide no fewer than 39 tie-down spaces for 39 LGA aircraft. All remaining terms and conditions of the Lease will remain unchanged. The terms of the Lease Amendment will be in substantially the same form as the draft amendment attached to the proposed Local Law.

Your Committee therefore understands that if the proposed Lease Amendment is approved through Local Law Intro. No. ___, then the Act enclosed herewith, if adopted, would also permit the County to dismiss Counterclaim Five regarding the License with prejudice.

The County Attorney has also advised your Committee that, with respect to the remaining issues in the litigation, the parties have agreed that if the Lease Amendment is approved and executed, and the County's four Counterclaims are dismissed with prejudice, then the parties will dismiss all other claims and counterclaims currently pending in the litigation without prejudice, subject to the terms of a written interim settlement agreement between the parties, to allow for further discussions without the expenditure of litigation costs and expenses.

Your Committee is also aware that the County withdrew a Short Form Environmental Assessment ("EA") under the National Environmental Policy Act ("NEPA"), 42 U.S.C. § 4321, *et seq.*, to the Federal Aviation Administration (the "FAA"), which covered both previously constructed facilities, and Million Air's proposed 78,000 sq. ft. hangar, and substituted a revised Standard EA covering the already constructed 50,000 sq. ft. hangar and terminal building. In the interim settlement agreement, Million Air acknowledges that this new EA will remain the operative EA before the FAA until a Finding of No Significant Impact ("FONSI") is issued regarding the already constructed facilities.

Your Committee has also been informed that the interim settlement provides the County with an express reservation of rights concerning any and all objections the County may have regarding Million Air's request to construct a new approximately 78,000 hangar on the Leased Premises. Finally, the interim settlement agreement states explicitly that nothing shall obligate the County Board to act

in a specific manner concerning Million Air's request to build the proposed hangar and/or regarding any proposed corresponding lease amendment that may come before the Board.

The County Attorney has recommended approval of the settlement of four of the County's Counterclaims Your Committee concurs with this recommendation and recommends that this Honorable Board adopt the proposed Act.

Dated: White Plains, New York
October 10, 2024

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COMMITTEE ON
Budget & Appropriations

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Law &

Major

Contracts

Public Works

& Transportation

ACT NO.

-2024

AN ACT authorizing the County Attorney to settle counterclaims in the federal action entitled *White Plains Aviation Partners, LLC, d/b/a Million Air White Plains v. County of Westchester*, pending in the United States District Court for the Southern District of New York, No. 21 Civ. 5312 (VB).

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

Section 1. Upon enactment of Local Law Intro. No. ____-2024, the County Attorney is hereby authorized to agree to a dismissal with prejudice of Counterclaims One, Two, Three, and Five in the federal action entitled *White Plains Aviation Partners, LLC, d/b/a Million Air White Plains v. County of Westchester*, pending in the United States District Court for the Southern District of New York, No. 21 Civ. 5312 (VB), which relate to the County's claims that White Plains Aviation Partners, LLC, breached its lease with the County by not properly using and maintaining a T-Hangar for light general aviation known as T-Hangar 25, and by using certain parking spaces without authorization.

Section 2. The County Attorney or his designee is hereby authorized to execute and deliver all documents and take such actions as the County Attorney deems necessary or desirable to accomplish the purposes hereof.

Section 3. This Act shall take effect immediately.

Reference WD103 and WD105

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

Your Committee is in receipt of a communication from the County Executive recommending the approval of a legislative package which, if approved by your Honorable Board would authorize the County of Westchester ("County") to proceed with Capital Project WD103 – County Water District #1 – Alternate Water Supply ("WD103") and Capital Project WD105 – County Water District #1 – Rehabilitation of the 48 inch Kensico-Bronx Pipeline ("WD105"), for the benefit of County Water District No. 1 ("District"), subject to an order issued by the Comptroller of the State of New York ("State Comptroller") permitting the expenditure, as described herein.

The Department of Environmental Facilities ("Department") has advised that WD103 and WD105 (together the "Program") will provide for an alternate water supply connection to the New York City Department of Environmental Protection ("DEP") Delaware Aqueduct at Shaft 23, located in the City of Yonkers. The Department is requesting the study, design, construction management, and construction funding authorization for this comprehensive upgrade Program that will consist of multiple projects to improve the resiliency of the District's infrastructure. This connection will supply raw water, via a new transmission main, to a new treatment facility which will be located along the routing of the new main and prior to connecting to the southern portion of the existing Kensico Bronx Pipeline ("KBP"). The work will also include the installation of additional water meters to unmetered connections, air vents, hydrants, and isolation valves on the existing 48 inch KBP. The new valves will be strategically located for improved reliability, serviceability, maintainability, and to minimize impacts of water supply disruptions that would occur due to pipe failures at points along the Existing KBP. Improvements to County facilities located at the DEP Shaft 22 in the City of Yonkers which provides water to the KBP will also be required. The Program will also address the need to install an un-interruptible power supply ("UPS") for the District's Central Avenue Pumping Station ultraviolet ("UV") facility. This UPS system will provide for uninterrupted UV treatment during utility power interruptions or power outages. This Program will also provide for the rehabilitation of the existing 71,000 linear feet of 48- inch KBP.

As your Honorable Board may recall, by Bond Act Nos. 3-2011, 187-2014, and 65-2015, previously authorized the County to issue bonds of the County for WD103, in an amount not-to-exceed \$9,419,000 for the study, design, construction management, and construction of two UV disinfection facilities; the Central Avenue and Orchard Street facilities, in the City of White Plains, and a study for evaluating an alternative water supply for the southern section of the KBP, for the benefit of the District. Your Committee is advised that these bonds have been partially sold, and at this time, there remains \$51,780.24. It is now requested that your Honorable Board authorize the issuance of bonds of the County in an amount not-to-exceed \$8,750,000 for the study, design, and construction management of the Program. It is estimated that study and design will take approximately twenty-four (24) months to complete. After design has been completed, a new request for the issuance of bonds of the County for the construction component of the Program will be submitted to your Honorable Board. The total estimated cost for the entire Program is \$105,000,000.

Your Committee is advised that the Department prepared a report dated August 15, 2024 (“District Report”) on behalf of the District, which recommends this Program. In its report, the Department has advised that the Program is necessary for the proper maintenance and service of District facilities and therefore is in the public interest. It will provide greater redundancy and reliability in order to ensure a continuous, uninterrupted supply of drinking water to District users in compliance with federal, state and local regulatory requirements. Based on its review, the Department has determined that the proposed Program is the best, most cost effective option available to the District for this purpose. A copy of the District Report is attached hereto for your Honorable Board’s review.

Your Honorable Board will recall that the District was duly established by Act No. 29-1964 (the “Act”), of the Westchester County Board of Supervisors. The District is comprised of the territorial limits of the Cities of White Plains, Mount Vernon and Yonkers and the Village of Scarsdale. This Act also approved the acquisition of the KBP for purposes of the District, the reconstruction and rehabilitation of said pipeline including direct connections to the Kensico Reservoir and the Delaware Aqueduct, and established zones of assessment and allocation of costs between zones of assessment. The four zones of assessment to assess District costs is as follows: White Plains 30%, Mount Vernon 28%; Yonkers 24%; and Scarsdale 18%.

As your Honorable Board may further recall, Article 5-A of the New York County Law (“Article 5-A”) imposes certain legal requirements on the County before projects can move forward. One such requirement is that your Honorable Board must conclude, after holding a public hearing that the proposed action is in the public interest. In this regard, a proposed resolution authorizing legal notice for the necessary public hearing is attached hereto (“Public Hearing Resolution”), which sets a date for a public hearing and annexes a copy of the notice to be published (“Notice”), as well as directing the Clerk to publish said Notice.

Further, as your Honorable Board may recall, pursuant to Article 5-A, approval of the New York State Comptroller’s Office (“State Comptroller”) is required in certain instances for the issuance of bonds to finance an increase and improvement of water district facilities. Section 268.3 of Article 5-A provides, in pertinent part, that:

“Whenever it is proposed or required that the county in which a district is located shall finance an expenditure or contract for the purposes authorized in this section by the issuance of the bonds...and the cost to the typical property or, if different, the typical one or two family home...is above the average estimated cost to the typical properties or or homes for similar types of expenditures as may be annually computed by the state comptroller, no such expenditure shall be made or contract let, unless the state comptroller, on behalf of the state, shall consent to such expenditure.” (Emphasis added).

In accordance with the above-referenced section, the State Comptroller typically issues annual guidelines setting forth average estimated costs with respect to, among other things, county water districts. The guidelines designate cost thresholds for such special districts at or below which approval by the State Comptroller’s Office is determined to be unnecessary. For 2024, the State Comptroller published that “there was insufficient data to calculate meaningful average estimated costs. Therefore, any type of district not listed above will be subject to applicable requirements for obtaining the State Comptroller’s approval, irrespective of the cost to the typical property or home, if debt is proposed to be issued to finance the improvement.” The State Comptroller’s Office did not issue a 2024 cost threshold for water districts, so approval of the State Comptroller is required for this Project. A copy of the guidelines has been annexed hereto.

Your Committee is advised that in order to comply with Article 5-A, and for the purposes of the public hearing, the Department, in conjunction with the Finance Department, has calculated that the issuance of \$105,000,000 in bonds of the County for the Program equates to an estimated annual debt service payment of \$6,636,993. The Department anticipates that the Program will involve ongoing operations and maintenance costs above the current operating budget for additional water treatment in the amount of \$340,000 annually. The addition of the

above mentioned operational costs results in a total annual cost for this Program of \$6,976,993. Accordingly, when distributed over the 67,774 taxable parcels of the District, the weighted average cost to the typical District property is approximately \$118.65, as more fully set forth in the District Report.

Further, in order to obtain the approval of the State Comptroller, State regulations require that the County submit a verified application (“Application”) in the form prescribed by 2 NYCRR Part 85 (“State Regulations”), to the Office of the State Comptroller. The State Regulations further require that your Honorable Board adopt a resolution (“State Regulations Resolution”) stating that it believes the following: the contents of the Application are accurate; that the proposed improvements are in the public interest; that said improvements will not constitute an undue burden on the property that will bear the cost thereof; and if the cost of the proposed improvements are to be assessed in whole or in part against benefited property, that all real property to be so assessed will be benefited by the proposed improvements and that no benefited property will be excluded. Should your Honorable Board, after the conclusion of the public hearing determine that the proposed increase and improvements are in the public interest, the Application and State Regulations Resolution are annexed hereto for your Honorable Board’s review and approval.

The Department of Planning (“Planning”) has advised that based on its review, the actions described in this legislation have been classified as “Type II” pursuant to the State Environmental Quality Review Act (“SEQR”) and its implementing regulations, 6 NYCRR Part 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”. Therefore, no further environmental review is required. The SEQR status sheets prepared by Planning are annexed hereto. Your Committee has reviewed the status sheets prepared by Planning and concur with this conclusion.

In order to proceed with the Program, approval of your Honorable Board is needed as follows:

1. Public Hearing Resolution – authorizing a public hearing to be held;
2. Act – authorizing the County to proceed with the Program for the benefit of the District and to implement improvements necessary, subject to the approval of the State Comptroller;
3. Act; authorizing that a verified application be submitted to the State Comptroller;

4. State Regulations Resolution – as required by the State Regulations (2 NYCRR Part 85) in order to submit the verified application to the State Comptroller; and

5. Bond Acts – authorizing the issuance of up to an additional \$8,750,000 in bonds to finance the study, design and construction management for the Program subject to the consent of the State Comptroller authorizing such expenditure.

Please note that an affirmative vote of two thirds of the members of your Honorable Board is required in order to adopt the Bond Acts, while a majority vote is required to adopt the remainder of the legislative package.

Your Committee has carefully considered the proposed Program and based on its importance, it is recommended that your Honorable Board adopt the Public Hearing Resolution. Furthermore, in the event that your Honorable Board should, following the public hearing, conclude that the proposed actions are in the public interest, it is recommended that your Honorable Board adopt the remainder of the legislative package.

Dated: September 30th, 2024
White Plains, New York

Handwritten signatures in blue ink:
Larry Zelen Johny -
[Signature]
[Signature]
Manay Bar
Vedat Gachin
[Signature]
[Signature]

Handwritten signatures in blue ink:
[Signature]
Larry Zelen Johny
[Signature]
Manay Bar
Vedat Gachin

COMMITTEE ON
c/lac/8.15.24

Budget & Appropriations


Public Works & Transportation

Dated: September 30, 2024
White Plains, New York

The following members attended the meeting remotely and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below

Committee(s) on:

Budget & Appropriations



Public Works & Transportation



County of Westchester Department of Environmental Facilities

CAPITAL PROJECTS WD103 & WD105:
COUNTY WATER DISTRICT NO. 1 -
ALTERNATE WATER SUPPLY &
REHABILITATION OF THE 48-INCH KENSICO-BRONX PIPELINE

DISTRICT REPORT

Dated: August 15, 2024

Vincent F. Kopicki, P. E.
Commissioner

I. INTRODUCTION

The Department of Environmental Facilities (the “Department”) on behalf of Westchester County Water District No. 1 (the “District”) is proposing an increase, addition and improvement of existing District facilities, which is necessary for the continued effective operation of the District in compliance with state, federal, and local law as described herein, and for which the Department at this time, seeks approval of a bond act of the County, in an amount not to exceed \$8,750,000 to finance the study, design, and construction management of a comprehensive program to rehabilitate, improve, and provide a redundant connection for the 48-inch Kensico-Bronx Pipeline (KBP) (the “Program”). However, at this time, the Department is currently requesting the New York State Comptroller’s approval for a total maximum not-to-exceed cost of \$105,000,000 which accounts for the estimated ultimate total cost of this Program, including the elements of work mentioned above and the construction costs. The Department plans to seek the County’s approval for the construction funding at a later date.

Capital Projects WD103 & WD105: County Water District No. 1 – Alternate Water Supply and Rehabilitation of the 48-inch Kensico-Bronx Pipeline

The current upgrade Program that is the subject of this District Report is described herein in Section III, and will provide funding for the upgrade of drinking water treatment and conveyance equipment and systems, in the District, to improve the reliability of the County’s drinking water service to the member municipalities, which consist of the Village of Scarsdale, and the Cities of White Plains, Mount Vernon, and Yonkers.

The Department’s plan of financing for this Program includes previous requests totaling \$9,419,000 authorized by Bond Act Nos. 3-2011, 187-2014, and 65-2015 for WD103, for the study, design, construction management, and construction of two ultraviolet (UV) disinfection facilities, the Central Avenue facility and the Orchard Street facility, in the City of White Plains, and a study for evaluating an alternative water supply for the southern section of the KBP, for the benefit of the District.

II. BACKGROUND

By Act No. 29-1964 (the “Act”), the Westchester Board of Supervisors established the District comprising the territorial limits of the Cities of White Plains, Mount Vernon and Yonkers and the Village of Scarsdale. This Act also approved the acquisition of a forty-eight (48) inch pipeline, known as the KBP, owned by the City of New York for purposes of the District, the reconstruction and rehabilitation of said pipeline including direct connections to the Kensico Reservoir and the Delaware Aqueduct, and established zones of assessment and allocation of costs between zones of assessment.

The District includes four (4) zones of assessment, which were established correlating to the municipalities in the District, and the apportionment of taxes for the cost of acquisition, reconstruction, rehabilitation, operation and maintenance of District facilities.

III. THE CURRENT RECOMMENDED PROGRAM

WD103 Alternative Water Supply & WD105 Rehabilitation of the 48-inch Kensico Bronx Pipeline

The Department is requesting study, design, construction management, and construction funding authorization for the comprehensive upgrade Program that will consist of multiple projects to improve the resiliency, reliability and redundancy of the District's critical delivery infrastructure.

This Program will provide for an alternate water supply connection to the NYCDEP Delaware Aqueduct at Shaft 23, located in the City of Yonkers. This connection will supply raw water, via a new transmission main, to a new treatment facility which will be located along the routing of the new main and prior to connecting to the southern portion of the existing KBP. The work will also include the installation of additional water meters to unmetered connections, air vents, hydrants, and isolation valves on the existing 48-inch KBP. The new valves will be strategically located for improved reliability, serviceability, maintainability, and to minimize potential impacts of water supply disruptions that would occur due to pipe failures at points along the existing KBP. Improvements to County facilities located at New York City's Shaft 22 in Yonkers, which provides water to the KBP, will also be required, and is included in this approval request.

In addition, this Program will also address the need to install an un-interruptible power supply (UPS) for the District's Central Avenue Pumping Station (CAPS) UV facility. This UPS system will provide for uninterrupted UV treatment during utility power interruptions or power outages.

The Program will also provide for the rehabilitation of the existing 71,000 linear feet of 48-inch KBP. The overall condition of the existing KBP will be assessed to identify all needed pipe rehabilitation or site drainage improvements as well as evaluating pipe replacement and routing alternatives for new piping. Construction phasing and methods to maintain operations during construction, and preliminary costs estimates for each type of deficiency identified, will also be included in the study. A design for the rehabilitation of the KBP will be developed based on the results of the study.

IV. EFFECT ON COST OF OPERATION

The cost of the proposed improvements for this Program will be assessed against all District properties benefiting from the Program, noting that no benefited property will be excluded.

The Department anticipates that the Program will involve ongoing operations and maintenance costs above the current operating budget for additional water treatment. The anticipated additional cost is \$340,000 annually.

For purposes of calculating the cost to the typical District property in accordance with Article 5-A of the County Law, the following calculations are based on the total estimated cost of \$105,000,000 as for the portions of the Program described above in Section III.

The County Finance Department has calculated that the issuance of \$105,000,000 in bonds of the County, equates to an estimated annual debt service payment of \$ 6,636,993. The addition of the above mentioned operational costs results in a total annual cost for this Program of \$6,976,993. Accordingly, when distributed over the 67,774 taxable parcels in the District, the weighted average cost to the typical District property is approximately \$118.65.

Please refer to Attachment No. 1 for a detailed summary of the estimated total costs for the Program.

V. FINDINGS AND RECOMMENDATIONS

The Department has carefully reviewed the proposed increase and improvement of the District facilities and recommends approval of the above referenced Program. This Program is necessary for the proper maintenance and service of District facilities, and therefore in the public interest in order to ensure a continuous, uninterrupted supply of drinking water to District users in compliance with federal, state and local regulatory requirements and is the best, most cost effective option available for this purpose.

Attachment No. 1

The proposed estimated cost of the portions of the Program described above in Section III include an amount not-to-exceed \$105,000,000 for the benefit of County Water District No. 1 (the "District") which is comprised of four (4) zones of assessment as follows:

<u>Municipalities/Zones</u>	<u>Percent</u>	<u>Program Cost</u>
Mount Vernon	28.00%	\$29,400,000
White Plains	30.00%	\$31,500,000
Yonkers	24.00%	\$25,200,000
Scarsdale	18.00%	\$18,900,000
Total	100.00%	\$105,000,000

The Executive Director of the Westchester County Tax Commission advised the Department that the following are the assessed values that approximate the assessed value of a majority of the typical properties in the municipalities forming the District:

Municipality Typical Residential Assessed Value:

City of Mount Vernon:	\$9,807
City of White Plains:	\$14,554
City of Yonkers:	\$11,266
Village of Scarsdale:	\$1,606,457

Following the formula set forth in 2 NYCRR 85.4(q), the Department calculated that it is estimated that the owner of a typical one or two family home will be required to pay \$118.65 "in the first year . . . for debt service, operation and maintenance and other charges...related to the proposed improvements"

ACT NO. _____ - 2024

AN ACT to increase and improve Westchester County Water District No. 1 facilities to carry out capital projects WD103 and WD105 in accordance with the recommendations of the District Report of Department of Environmental Facilities subject to an order of the Comptroller of the State of New York

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

Section 1. This Board finds, after holding a public hearing pursuant to Section 268 of Article 5-A of the New York County Law, that the proposed increase and improvement to Westchester County Water District No. 1 (“District”), described as Capital Project WD103 – County Water District #1 – Alternate Water Supply (“WD103”) and Capital Project WD105 – County Water District #1 – Rehabilitation of the 48 inch Kensico-Bronx Pipeline (“WD105” and together with WD103 the “Program”) as set forth in the District Report of the Department of Environmental Facilities dated August 15, 2024 (“District Report”), at a maximum estimated cost of One Hundred Five Million (\$105,000,000) Dollars, is necessary for the proper maintenance and service of District facilities, therefore is in the public interest in order to ensure a continuous, uninterrupted supply of drinking water to District users in compliance with federal, state and local regulatory requirements, and is the best, most cost effective option available for this purpose.

§2. The County of Westchester, on behalf of the District is hereby authorized and empowered to proceed with the increase and improvement for the District substantially in accordance with the District Report, subject to an order of the Comptroller of the State of New

York approving the expenditure of bonds of the County. The expense shall be proportioned among the benefited municipalities in accordance with the duly established zones of assessment, as follows: City of White Plains 30%; City of Mount Vernon 28%; City of Yonkers 24% and the Village of Scarsdale 18%, of the total cost.

§3. The Clerk of the Board of Legislators shall, within ten (10) days of the enactment of this Act, cause certified copies of this Act to be filed with and recorded in the Office of the County Clerk and shall also file certified copies of this Act with the State Department of Audit and Control in Albany, New York.

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

§5. This Act shall take effect immediately.

Vedat Gashi

Chairman of the Board
Legislator, 4th District



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

Hon. Erika Pierce
Chair, Public Works & Transportation

FROM: Hon. Vedat Gashi
Chairman of the Board

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

DATE: September 18, 2024

RE: Item 2024-480 – PH-Proposed Increase & Improvements of Facilities for County Water Dist. 1 and Item 2024-481 - ACT-Proposed Increase & Improvements of Facilities for County Water Dist. 1

As Chairman of the Board of Legislators, I am placing the below items directly into the Committees on Budget & Appropriations and Public Works & Transportation:

Thank you.

(ID: 2024-480) **PH-Proposed Increase & Improvements of Facilities for County Water Dist. 1**

A RESOLUTION to set a Public Hearing authorizing the County of Westchester to proceed with Capital Project WD103 - County Water District #1-Alternate Water Supply (WD103) and Capital Project WD105 - County Water District #1 - Rehabilitation of the 48 inch Kensico-Bronx Pipeline (WD105) for the benefit of County Water District No. 1. [Public Hearing set for _____, 2024 at ____ .m.].

(ID: 2024-481) **ACT-Proposed Increase & Improvements of Facilities for County Waste Dist. 1**

AN ACT to increase and improve Westchester County Water District No. 1 facilities to carry out capital Project WD103 and WD105 in accordance with the recommendations of the District Report of Department of Environmental Facilities subject to an order of the Comptroller of the State of New York.

CC: Marcello Figueroa
Dayana Gomez
James Silverberg
Sunday Vanderberg

ACT NO. _____ - 2024

AN ACT to authorize the Chairman of the Board of Legislators or his authorized designee to execute all instruments and take all actions reasonable, necessary and appropriate to petition the Comptroller of the State of New York pursuant to Section 268 of Article 5-A of the New York State County Law for an order approving the County's issuance of bonds for an increase and improvement of facilities of County Water District No. 1

NOW, THEREFORE, BE IT ENACTED by the members of the Board of Legislators of the County of Westchester ("Board") as follows:

Section 1. This Board finds, after holding a public hearing pursuant to Section 268 of Article 5-A of the New York County Law, that the proposed increase and improvement to Westchester County Water District No. 1 ("District"), described as Capital Project WD103 – County Water District #1 – Alternate Water Supply ("WD103") and Capital Project WD105 – County Water District #1 – Rehabilitation of the 48 inch Kensico-Bronx Pipeline ("WD105" and together with WD103 the "Program") as set forth in the District Report of the Department of Environmental Facilities dated August 15, 2024 ("District Report"), at a maximum estimated cost of One Hundred Five Million (\$105,000,000) Dollars, is necessary for the proper maintenance and service of District facilities, therefore is in the public interest in order to ensure a continuous, uninterrupted supply of drinking water to District users in compliance with federal, state and local regulatory requirements, and is the best, most cost effective option available for this purpose. Accordingly, Act No. _____-2024 was duly adopted by this Board on _____.

§2. This Board finds that pursuant to Section 268 of Article 5-A of the New York County Law, in order to proceed with the proposed increase and improvement to the District, approval of the Comptroller of the State of New York is required.

§3. The Chairman of the Board of the Board or his authorized designee is hereby directed and empowered to execute all instruments and take all actions reasonable, necessary and appropriate to petition the Comptroller of the State of New York pursuant to Section 268 of Article 5-A of the New York County Law for an order approving the County's issuance of bonds of the County in an amount not to exceed One Hundred Five Million (\$105,000,000) Dollars for the proposed increase and improvement of District facilities substantially in accordance with the District Report.

§4. This Act shall take effect immediately.

RESOLUTION NO. ____ – 2024

WHEREAS, the Westchester County Board of Supervisors, now known as the Westchester County Board of Legislators duly established Water District No. 1 (the "District") in the County of Westchester, New York by Act No. 29-1964; and

WHEREAS, by Act No. ____-2024, which was duly adopted by this Honorable Board on ____, 2024, pursuant to the requirements of Section 268 of the New York County Law, this Board found that the proposed increase and improvement of facilities of the District described as Capital Project WD103 – County Water District #1 – Alternate Water Supply ("WD103") and Capital Project WD105 – County Water District #1 – Rehabilitation of the 48 inch Kensico-Bronx Pipeline ("WD105" and together with WD103 the "Program") as set forth in the report of the Department of Environmental Facilities dated August 15, 2024 (the "District Report"), is necessary for the proper maintenance and service of District facilities, therefore is in the public interest in order to ensure a continuous, uninterrupted supply of drinking water to District users in compliance with federal, state and local regulatory requirements, and is the best, most cost effective option available for this purpose; and

WHEREAS, pursuant to Article 5-A of the New York County Law, in order to proceed with the proposed increase and improvement of the facilities of the District, approval of the Comptroller of the State of New York (the "State Comptroller") is required; and

WHEREAS, by Act No. ____-2024, the Chairman of the Board of Legislators or his authorized designee, was directed to make an application to the State Comptroller ("Application to the State Comptroller") for an order approving the expenditure for the increase and improvement of District facilities, which study, design, and construction management for the Program is to be financed by previously authorized bonds of the County in the amount of \$9,419,000 and the issuance of bonds of the County in an amount not to exceed \$8,750,000 with an additional issuance of bonds of the County at a later date in an amount not to exceed \$86,831,000 for the construction of the Program; and

WHEREAS, the regulations of the State Comptroller require that additional determinations be made by this Board with respect to the Application to the State Comptroller.

NOW, THEREFORE, BE IT

RESOLVED, that by Act No. ____-2024, which was duly adopted by this Honorable Board on _____, 2024, this Honorable Board, directed the preparation of the Application to the State Comptroller; and it is further

RESOLVED, that this Honorable Board, believes that the contents of the Application to the State Comptroller, which has been submitted to this Board for review, are accurate; and it is further

RESOLVED, that this Honorable Board, having adopted Act No. ____-2024, which found that the improvements proposed in the District Report were in the public interest, and now, having reviewed the Application to the State Comptroller, reaffirms its earlier determination and further finds that the proposed improvements will not constitute an undue burden on the property which will bear the cost thereof and to the extent that the cost of the proposed improvements will be assessed in whole or in part against benefited property, that all real property to be so assessed will be benefited by the proposed improvements and that no benefited property will be excluded; and it is further

RESOLVED, that this Resolution shall take effect immediately.

-----X
In the Matter of the Application of the
County of Westchester to the State of New
York State Comptroller pursuant to Section 268,
subsection 3, of Article 5-A of the New York
County Law for permission for an increase and
improvement of Westchester County Water
District No. 1 facilities to proceed with capital projects
WD103 (County Water District No. 1 Alternate
Water Supply) and WD105 (County Water District No. 1
Rehabilitation of the 48 inch Kensico-Bronx Pipeline)
necessary and desirable for the proper maintenance and
service of District facilities and to ensure the continued
effective operation of the District by issuing an amount
not-to-exceed \$105,000,000 in bonds, notes or other
evidences of indebtedness of the County.
-----X

**VERIFIED
APPLICATION**

Vedat Gashi, being duly sworn, hereby deposes and says:

1. I am the Chairman of the Board of Legislators of Westchester County (the "Board of Legislators") and am making this application to the Comptroller of the State of New York ("State Comptroller") on behalf of Westchester County (the "County") pursuant to Section 268, subsection 3, of the New York County Law for permission for an increase and improvement of Westchester County Water District No. 1 ("Water District No. 1" or the "District") facilities in order to proceed with a capital project identified as WD103 (County Water District No.1 Alternate Water Supply) (hereafter "WD103") and capital project identified as WD105 (County Water District No. 1 Rehabilitation of the 48 inch Kensico-Bronx Pipeline) (hereafter WD105 which are necessary and desirable for the proper maintenance and service of District facilities and to ensure the continued effective operation of the District at a total cost not-to-exceed \$105,000,000 in bonds, notes, certificates or other evidences of indebtedness of the County.

2. I have been directed by §_ of Act No. ____-2024 of the Board of Legislators, which was duly adopted on _____ to execute all instruments and take all actions reasonable, necessary and appropriate to petition the State Comptroller pursuant to Section 268 of the New

York County Law for an order approving the issuance of bonds in a maximum amount not-to-exceed \$105,000,000 by the County for the proposed increase and improvement of facilities of Water District No. 1, substantially in accordance with the district report dated August 15, 2024 (the "District Report") submitted by the Westchester County Department of Environmental Facilities ("Environmental Facilities") on behalf of the District. This application is being made in accordance with the regulations of the State Comptroller which are contained in Title 2, Part 85 of the New York Code of Rules and Regulations ("NYCRR"). For convenience, references will be made in brackets at the end of each point in this application to the applicable provision of the Comptroller's regulations, which that particular point is addressing. A copy of the Committee Report, a certified copy of Resolution No. ____-2024 (which was adopted to set the public hearing required by Section 268 of the New York County Law) and a certified copy of Act No. ____-2024 is annexed hereto and made a part hereof as Exhibit "A". A copy of the District Report for Water District No. 1 is annexed hereto and made a part hereof as Exhibit "B". [Part 85.3]

3. By Act No. ____-2024, the County Board of Legislators determined that the proposed increase and improvement of facilities of Water District No. 1 set forth in the District Report is necessary for the proper maintenance and service of District facilities, therefore is in the public interest in order to ensure a continuous, uninterrupted supply of drinking water to District users in compliance with federal, state and local regulatory requirements, and is the best, most cost effective option available for this purpose. (See Exhibit "A"). [Part 85.4(a)]

4. Pursuant to two memoranda from the Westchester County Department of Planning ("Planning"), and in accordance with SEQRA regulations, the proposed improvements can be classified as Type II actions. Said memoranda are annexed hereto and made a part hereof as Exhibit "C". [Part 85.3]

5. Section 167.131 of the County Charter mandates that a capital budget amendment that introduces a new capital project or changes the location, size or character of an existing capital project requires a report of the Westchester County Planning Board (the "Planning Board") with

respect to the physical aspects of the project. The necessary Planning Board resolution and report for WD103 and WD105 are annexed hereto and made a part hereof as Exhibit "D". [Part 85.3]

6. By Resolution No. ____-2024, which was duly adopted on _____, 2024, the Board of Legislators directed that this application be prepared, found that the proposed increase and improvement of facilities of Water District No. 1 is in the public interest and will not constitute an undue burden on the property which will bear the cost thereof, that the cost of the proposed improvements will be assessed against all benefited properties in said District and that no benefited property will be excluded, and that said Board of Legislators believes that the contents of this application are accurate. A certified copy of Resolution No. ____-2024 is annexed hereto and made a part hereof as Exhibit "E" ("State Regulations Resolution"). [Part 85.3(b) (1)]

7. The opinion of legal counsel is annexed hereto and made a part hereof as Exhibit "F". [Part 85.3(b) (2) and Part 85.5]

8. All statements below are made upon information and belief. I believe that the following statements are true based upon the exhibits which are annexed hereto and made a part of this application and upon information provided to me by various County officials, including staff of the County Departments of Environmental Facilities, Planning, Budget and Finance, as well as, officials from the following four (4) municipalities: City of Mount Vernon; City of White Plains; City of Yonkers; and Village of Scarsdale, which comprise Water District No. 1.

9. All documents and information required to be included by Section 268 of the County Law are as follows: the plan of the proposed increase and improvement of District facilities is the District Report for Water District No. 1, (see Exhibit "B"); a certified copy of Resolution No. ____-2024, authorizing the publication of a Notice of Hearing, which is annexed hereto and made a part hereof as Exhibit "G"; a copy of the proof of publication of the Notice of Public Hearing which was published on _____, 2024 (see also Exhibit "G"); the public hearing was held on _____, 2024 at _____ p.m.; and Act No. ____-2024, which notes that a public hearing was held and that the County Board of Legislators found the proposed increase and improvement

of facilities is in the public interest and which directs the County Commissioner of Environmental Facilities to proceed with the improvement. (see Exhibit "A"). [Part 85.4 (a)].

10. A description of the proposed improvement is contained in the District Report, (see Exhibit "B"). [Part 85.4 (b)].

11. The statement setting forth the maximum cost of the proposed improvement is contained in the District Report, (see Exhibit "B"). [Part 85.4 (c)].

12. The statement containing the factors, which the Board of Legislators considered can be found in Act No. ____-2024 and the accompanying Committee Report (see Exhibit "A"), which references the District Report (see Exhibit "B"). [Part 85.4 (d)]. The primary reasons cited by the Board of Legislators in Act. ____-2024, based upon the information contained in the District Report, are that the proposed increase and improvement is necessary for the proper maintenance and service of District facilities, therefore is in the public interest in order to ensure a continuous, uninterrupted supply of drinking water to District users in compliance with federal, state and local regulatory requirements, and is the best, most cost effective option available for this purpose. In addition, the District Report (see Exhibit "B") recommends assessing the cost of these improvements over Water District No. 1, pursuant to the previously established zones of assessment. It further indicates that the cost of the proposed improvements will be assessed against all District properties benefiting from the program, noting that no benefited property will be excluded.

13. The statement describing the proposed manner of financing the cost of the improvement is attached hereto as Exhibit "H". [Part 85.4 (e) (1)]. There is no proposed State or Federal aid in connection with the proposed improvement. [Part 85.4 (e) (2)].

14. An estimate of the cost of operating and maintaining the proposed improvement can be found in Section IV of the District Report annexed thereto (see Exhibit "B"). [Part 85.4 (f)].

15. The statements detailing the manner in which it is proposed to raise the cost of debt service and operation and maintenance is contained in Exhibit "H" hereto. [Part 85.4(g)].

(Parts 85.4 (h) and (i) do not apply to this application.)

16. While this application is being made pursuant to Section 268 of the County Law, it is not proposing to establish two or more zones of assessment within the District. It should however be noted that a statement of the allocation of costs of the proposed improvement between the previously established zones of assessment is included in the District Report (see Exhibit "B"). [Part 85.4 (j)].

17. A statement of the average full valuation of the taxable real property of the County computed pursuant to the first paragraph of subdivision seven-a of Section 2.00 of the Local Finance Law is annexed hereto and made a part hereof as Exhibit "I". [Part 85.4 (k)].

18. In lieu of the statements required by subdivisions (l) and (m), the County has submitted its most recent Constitutional Debt Statement which is annexed hereto and made a part hereof as Exhibit "J". [Part 85.4 (n)].

19. The current tax rates and assessments applicable to the taxable real property which will bear the cost of the improvement is annexed hereto and made a part hereof as Exhibit "K". [Part 85.4 (o)].

20. A statement of the assessed value of a Typical Property can be found in Attachment No. 1 to the District Report. (see Exhibit "B"). [Part 85.4 (p)].

21. The statement setting forth the amount it is estimated that the owner of a Typical Property and, if different, a Typical One- or Two-Family Home will be required to pay in the first year following approval of the application, if granted, for debt service, operation and maintenance and other charges, related to the proposed improvement, together with an explanation of how such costs have been computed, can be found in Exhibit "K" attached hereto

and made a part hereof. The figures were prepared for all previously established zones of assessment and are illustrative of the spectrum of property valuation in the District. [Part 85.4 (q)].

22. The statement setting forth the maximum amount any real property owner will be required to pay in the first year following approval of the application, if granted, for debt service, operation, maintenance and other charges related to the proposed improvement, together with an explanation of how such costs have been computed is annexed hereto and made a part hereof as Exhibit "L". [Part 85.4 (r)].

23. Upon information and belief, the only State lands in Water District No. 1 are as set forth in Exhibit "M," which is attached hereto and forms a part hereof. No costs will be borne by the aforementioned State lands, which are exempt. [Part 85.4 (s)].

24. Upon information and belief, there are no areas of the District that are located in an existing or proposed agricultural district. [Part 85.4 (t)].

25. The statement setting forth the population of Water District. No. 1, which will bear the costs of the improvement and the number of one and two-family homes located in Water District No. 1, along with a statement of the assessed value of the Typical One- or Two-Family Home, and a description of any non-residential areas, including the total assessed value thereof is annexed hereto and made a part hereof as Exhibit "N." [Part 85.4 (u)].

26. It has been determined by the governing board that the proposed improvement may benefit vacant land within the District. The status of any proposals for the development of such land was not a factor in the governing board's determination that the cost of the proposed improvements will not constitute an undue burden on the area which will bear the cost of those improvements. That is, that determination is not dependent, in whole or in part, on the development of vacant land. Any such future development will only serve to reduce the cost of the proposed improvement in future years below the maximum cost contained in the District Report. (see Exhibit "B"). [Part 85.4 (v)].

(Part 85.4 (w) does not apply to this application.)

27. No other actions have been taken by the County Board of Legislators, other than those actions required by the applicable provisions of the New York County Law, to apprise the owners of properties which will bear the cost of the proposed improvement of the cost, including estimated first year costs. [Part 85.4 (y)]

28. Upon information and belief, no objections have been received from the owners of real property that will bear the cost of the proposed improvement relating to such costs. [Part 85.4 (z)]

VERIFICATION

STATE OF NEW YORK)
)
COUNTY OF WESTCHESTER)

Vedat Gashi, being duly sworn, deposes and says that he is the Chairman of the County Board of Legislators of the County of Westchester, the applicant named in the above caption; and that he has read the foregoing application and knows the contents thereof; and that the same is true to his own knowledge, except as to those matters therein stated to be alleged upon information and belief, and as to those matters he believes it to be true.

Chairman
Westchester County Board of Legislators

Sworn to before me this
____ day of _____, 2024.

Notary Public

Exhibit "A"

COMMITTEE REPORT;

CERTIFIED COPY OF ACT NO. ____-2024;

CERTIFIED COPY OF ACT NO. ____-2024;

AND

CERTIFIED COPY OF RESOLUTION NO. __-2024

ARE ATTACHED HERETO

Exhibit "B"

DISTRICT REPORT FOR WATER DISTRICT NO. 1 IS ATTACHED HERETO

DRAFT

Exhibit "C"

**SEQRA MEMORANDA FROM THE WESTCHESTER COUNTY DEPARTMENT OF
PLANNING IS ATTACHED HERETO**

Exhibit “D”

**WESTCHESTER COUNTY PLANNING BOARD RESOLUTION AND REPORT
ARE ATTACHED HERETO**

DRAFT

Exhibit "E"

CERTIFIED COPY OF STATE REGULATIONS RESOLUTION ATTACHED HERETO

DRAFT

Exhibit "F"

OPINION OF LEGAL COUNSEL ATTACHED HERETO

DRAFT

Exhibit "G"

CERTIFIED COPY OF RESOLUTION NO. -2024
Public Hearing Resolution

and

PROOF OF PUBLICATION OF THE NOTICE OF PUBLIC HEARING
published on _____, 2024

ATTACHED HERETO

Exhibit "H"

THE PROPOSED MANNER OF FINANCING ATTACHED HERETO

DRAFT

BOND DEBT SERVICE

County of Westchester, New York
 Series 2024 EDS
 Special District Estimated Debt Service Schedule
 30 Year Amortization

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
03/15/2025			2,493,750.00	2,493,750.00	
09/15/2025	1,649,492.66	4.750%	2,493,750.00	4,143,242.66	
12/31/2025					6,636,992.66
03/15/2026			2,454,574.55	2,454,574.55	
09/15/2026	1,727,843.57	4.750%	2,454,574.55	4,182,418.12	
12/31/2026					6,636,992.67
03/15/2027			2,413,538.26	2,413,538.26	
09/15/2027	1,809,916.13	4.750%	2,413,538.26	4,223,454.39	
12/31/2027					6,636,992.65
03/15/2028			2,370,552.76	2,370,552.76	
09/15/2028	1,895,887.15	4.750%	2,370,552.76	4,266,439.91	
12/31/2028					6,636,992.67
03/15/2029			2,325,525.44	2,325,525.44	
09/15/2029	1,985,941.79	4.750%	2,325,525.44	4,311,467.23	
12/31/2029					6,636,992.67
03/15/2030			2,278,359.32	2,278,359.32	
09/15/2030	2,080,274.03	4.750%	2,278,359.32	4,358,633.35	
12/31/2030					6,636,992.67
03/15/2031			2,228,952.81	2,228,952.81	
09/15/2031	2,179,087.04	4.750%	2,228,952.81	4,408,039.85	
12/31/2031					6,636,992.66
03/15/2032			2,177,199.49	2,177,199.49	
09/15/2032	2,282,593.68	4.750%	2,177,199.49	4,459,793.17	
12/31/2032					6,636,992.66
03/15/2033			2,122,987.89	2,122,987.89	
09/15/2033	2,391,016.88	4.750%	2,122,987.89	4,514,004.77	
12/31/2033					6,636,992.66
03/15/2034			2,066,201.24	2,066,201.24	
09/15/2034	2,504,590.18	4.750%	2,066,201.24	4,570,791.42	
12/31/2034					6,636,992.66
03/15/2035			2,006,717.23	2,006,717.23	
09/15/2035	2,623,558.21	4.750%	2,006,717.23	4,630,275.44	
12/31/2035					6,636,992.67
03/15/2036			1,944,407.72	1,944,407.72	
09/15/2036	2,748,177.23	4.750%	1,944,407.72	4,692,584.95	
12/31/2036					6,636,992.67
03/15/2037			1,879,138.51	1,879,138.51	
09/15/2037	2,878,715.65	4.750%	1,879,138.51	4,757,854.16	
12/31/2037					6,636,992.67
03/15/2038			1,810,769.01	1,810,769.01	
09/15/2038	3,015,454.64	4.750%	1,810,769.01	4,826,223.65	
12/31/2038					6,636,992.66
03/15/2039			1,739,151.97	1,739,151.97	
09/15/2039	3,158,688.73	4.750%	1,739,151.97	4,897,840.70	
12/31/2039					6,636,992.67
03/15/2040			1,664,133.11	1,664,133.11	
09/15/2040	3,308,726.45	4.750%	1,664,133.11	4,972,859.56	
12/31/2040					6,636,992.67
03/15/2041			1,585,550.85	1,585,550.85	
09/15/2041	3,465,890.96	4.750%	1,585,550.85	5,051,441.81	
12/31/2041					6,636,992.66
03/15/2042			1,503,235.94	1,503,235.94	
09/15/2042	3,630,520.78	4.750%	1,503,235.94	5,133,756.72	

BOND DEBT SERVICE

County of Westchester, New York
 Series 2024 EDS
 Special District Estimated Debt Service Schedule
 30 Year Amortization

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
12/31/2042					6,636,992.66
03/15/2043			1,417,011.08	1,417,011.08	
09/15/2043	3,802,970.51	4.750%	1,417,011.08	5,219,981.59	
12/31/2043					6,636,992.67
03/15/2044			1,326,690.53	1,326,690.53	
09/15/2044	3,983,611.61	4.750%	1,326,690.53	5,310,302.14	
12/31/2044					6,636,992.67
03/15/2045			1,232,079.75	1,232,079.75	
09/15/2045	4,172,833.16	4.750%	1,232,079.75	5,404,912.91	
12/31/2045					6,636,992.66
03/15/2046			1,132,974.96	1,132,974.96	
09/15/2046	4,371,042.74	4.750%	1,132,974.96	5,504,017.70	
12/31/2046					6,636,992.66
03/15/2047			1,029,162.70	1,029,162.70	
09/15/2047	4,578,667.27	4.750%	1,029,162.70	5,607,829.97	
12/31/2047					6,636,992.67
03/15/2048			920,419.35	920,419.35	
09/15/2048	4,796,153.96	4.750%	920,419.35	5,716,573.31	
12/31/2048					6,636,992.66
03/15/2049			806,510.69	806,510.69	
09/15/2049	5,023,971.28	4.750%	806,510.69	5,830,481.97	
12/31/2049					6,636,992.66
03/15/2050			687,191.38	687,191.38	
09/15/2050	5,262,609.91	4.750%	687,191.38	5,949,801.29	
12/31/2050					6,636,992.67
03/15/2051			562,204.39	562,204.39	
09/15/2051	5,512,583.88	4.750%	562,204.39	6,074,788.27	
12/31/2051					6,636,992.66
03/15/2052			431,280.52	431,280.52	
09/15/2052	5,774,431.62	4.750%	431,280.52	6,205,712.14	
12/31/2052					6,636,992.66
03/15/2053			294,137.77	294,137.77	
09/15/2053	6,048,717.12	4.750%	294,137.77	6,342,854.89	
12/31/2053					6,636,992.66
03/15/2054			150,480.74	150,480.74	
09/15/2054	6,336,031.18	4.750%	150,480.74	6,486,511.92	
12/31/2054					6,636,992.66
	105,000,000.00		94,109,779.92	199,109,779.92	199,109,779.92



Date: July 29, 2024

To: County of Westchester, New York
148 Martine Ave
White Plains, New York 10601

From: Joseph Nocerino
Vice President
Munistat Services, Inc.

Re: Water District 1 Amortization Assumptions

In order to assist the County in its application to the Office of the State Comptroller for approval of Water District 1, there follows our statement describing the proposed manner of financing the cost of the project. Munistat Services, Inc. is registered as a Municipal Advisor with the Securities Exchange Commission as well as the Municipal Securities Rulemaking Board. As Advisor to hundreds of municipalities in the State of New York, we advise on the issuance of approximately 150 bond and note issues with a total par amount of over \$1.4 billion on an annual basis.

When issued, the County's bonds will be general obligation bonds, structured with level debt service and sold via competitive public sale. Because of the County's excellent credit ratings of "AAA" from Fitch Ratings, "Aa1" from Moody's Investors Service, and "AA+" from S&P Global, strong debt profile, wealthy tax base, strong reserves and the strength of its management team, the County has historically received a great reception from its investors.

An estimated debt service schedule for the issuance of the bonds is attached. The term of the bonds will be for 30 years. The estimates include a rate of 4.75% which we feel represents a reasonable and conservative rate based on current market conditions.

Exhibit "I"

**STATEMENT OF THE AVERAGE FULL VALUATION OF THE TAXABLE REAL
PROPERTY OF THE COUNTY**

Statement of Full Valuation of the Taxable Real Property of the County

Assessment Year	Full Value
2023	230,656,380,857
2022	209,995,464,095
2021	190,866,449,724
2020	187,487,527,225
2019	184,332,939,754
Total	1,003,338,761,655
Avg Full Value	200,667,752,330.99

Exhibit "J"

CONSTITUTIONAL DEBT STATEMENT ATTACHED HERETO

DRAFT

water and certain sewer facilities and cash or appropriations for current debt service. The constitutional method for determining average full valuation is calculated by taking the assessed valuations of taxable real estate for the last five completed assessment rolls and applying thereto the ratio which such assessed valuation bears to the full valuation; full valuation is determined by the New York State Office of Real Property Services or such other State agency or officer as the State Legislature shall direct. The Legislature also is required to prescribe the manner by which such ratio shall be determined by such authority.

The following table sets forth the debt limit of the County and its debt contracting margin under such constitutional standard.

TABLE 5

Summary of Constitutional Debt Statement Prepared as of December 31, 2023

Five-year average full valuation of taxable real property	\$200,762,740,689
Debt limit (7% thereof).....	<u>14,053,391,848</u>
Outstanding indebtedness:	
Bonds.....	\$ 1,494,629,305
Bond Anticipation Notes	-
Less Exclusions:	
Current year Debt Service Appropriation (principal only)	
General Fund and Special Revenue Fund Airport.....	98,042,526
District Funds.....	11,866,619
Certain Sewer District Debt.....	244,215,510
Water District Debt	<u>20,527,912</u>
Total Exclusions	<u>374,652,567</u>
Total Net Indebtedness	\$ <u>1,119,976,738</u>
Net Debt — contracting margin	<u>\$12,933,415,110</u>
Percentage of Debt Contracting Power Exhausted as of December 31, 2023	<u>7.93%</u>

There is no constitutional limitation on the amount that may be raised by the County by tax on real estate in any fiscal year to pay interest and principal on all indebtedness. However, the Tax Levy Limitation Law imposes a statutory limit on the amount of taxes the County may levy. See "FINANCIAL FACTORS - Tax Levy Limitation Law" herein.

In prior years, the County has advance refunded various County bonds by placing the proceeds of the refunding bonds in irrevocable trusts to provide for all future debt service payments. These bonds continued to be general obligations of the County. However, inasmuch as moneys held in an escrow fund will be sufficient to meet all debt service requirements for such bonds, it is not anticipated that any other source of payment will be required. As of December 31, 2023 there is no remaining future debt service for advance refunded bonds.

General. The County is further subject to constitutional limitation by the general constitutionally imposed duty on the State Legislature to restrict the power of taxation, assessment, borrowing money, contracting indebtedness and loaning the credit of the County so as to prevent abuses in taxation and assessments and in contracting indebtedness; however, the State Legislature is prohibited by a specific constitutional provision from restricting the power of the County to levy taxes on real estate for the payment of interest on or principal of indebtedness theretofore contracted. However, the Tax Levy Limitation Law imposes a statutory limit on the power of the County to increase its annual tax levy. (See "FINANCIAL FACTORS - Tax Levy Limitation Law" herein).

Exhibit "K"

**THE CURRENT TAX RATES AND ASSESSMENTS APPLICABLE TO THE TAXABLE
REAL PROPERTY WHICH WILL BEAR THE COST OF THE IMPROVEMENTS
IS ATTACHED HERETO**

Westchester County Water District#1	Mount Vernon (28%)	White Plains (30%)	Yonkers (24%)	Scarsdale (18%)	Total	
assessed value of typical home	\$9,807	\$14,554	\$11,266	\$1,606,457		
Project cost	\$29,400,000	\$31,500,000	\$25,200,000	\$18,900,000	\$105,000,000	
Annual Debt share	\$1,858,357.94	\$1,991,097.80	\$1,592,878.24	\$1,194,658.68	\$6,636,993	
Additional O&M	\$95,200.00	\$102,000.00	\$81,600.00	\$61,200.00	\$340,000	\$105,340,000 total project cost
total annual project costs	\$1,953,557.94	\$2,093,097.80	\$1,674,478.24	\$1,255,858.68	\$6,976,993	
2023 taxable assessed value from assessment rolls	\$146,057,523	\$280,525,842	\$465,411,451	\$9,165,980,480		
tax rate increase for project	\$13.3753	\$7.4613	\$3.5978	\$0.1370		
typical cost increase calculated	\$131.171	\$108.592	\$40.533	\$220.106	\$118.65	weighted average
2024 county water tax rate	\$9.0086	\$5.0802	\$2.4102	\$0.0923		
2024 tax roll taxable assessed value	\$146,039,014	\$277,465,127	\$467,876,202	\$9,158,361,052		
2024 county water tax per tax rolls (TDV)	\$1,315,614	\$1,409,587	\$1,127,670	\$845,752	\$4,698,623	
2024 typical cost	\$88.35	\$73.94	\$27.15	\$148.35		
new tax rate	\$22.3839	\$12.5416	\$6.0080	\$0.2294		
total typical water cost after improvement	\$219.52	\$182.53	\$67.69	\$368.46	\$209.55	average
rate for project debt on 2024 TAV	12.7251	7.1760	3.4045	0.1304		
rate for project increased O&M on 2024 TAV	0.6519	0.3676	0.1744	0.0067		
typical increase for project debt	\$124.79	\$104.44	\$38.35	\$209.55		
typical increase for project O&M	\$6.39	\$5.35	\$1.96	\$10.74		

Exhibit "L"

**STATEMENT SETTING FORTH THE MAXIMUM AMOUNT ANY REAL PROPERTY
OWNER WILL BE REQUIRED TO PAY IN THE FIRST YEAR IS ATTACHED
HERETO**

Exhibit "M"

**A DESCRIPTION OF THE STATE LANDS OF THE DISTRICT IS ATTACHED
HERETO**

Exhibit "N"

The population of Water District No. I which will bear the costs of the improvements is 359,576.

The number of one and two-family homes located in Water District No. I is the following:

City of Mount Vernon: 7,315

City of White Plains: 7,613

City of Yonkers: 23,098

Town of Scarsdale: 5,378

Cities/Town 2023 Typical Assessed Value of One or Two Family Homes

City of Mount Vernon	\$9,568
City of White Plains	\$13,336
City of Yonkers	\$11,233
Town of Scarsdale	\$1,607,000

Nonresidential Areas Total Assessed Value

City of Mount Vernon	\$114,244,468
City of White Plains	\$288,556,348
City of Yonkers	\$444,557,991
Town of Scarsdale	\$1,450,508,056

ACT NO. _____ - 2024

BOND ACT DATED _____, 2024.

A BOND ACT AUTHORIZING THE ISSUANCE OF \$6,000,000 BONDS OF THE COUNTY OF WESTCHESTER, NEW YORK, TO FINANCE DESIGN AND CONSTRUCTION MANAGEMENT COSTS FOR AN ALTERNATE WATER SUPPLY CONNECTION TO THE DELAWARE AQUEDUCT AT SHAFT 23 IN THE CITY OF YONKERS, FOR THE USE AND BENEFIT OF COUNTY WATER DISTRICT NO. 1.

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

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

WHEREAS, except for required proceedings to be completed in compliance with Section 268 of the County Law, all conditions precedent to the financing of the capital project hereinafter described, including compliance with the provisions of the State Environmental Quality Review Act, to the extent required, have been performed; and

WHEREAS, it is now desired to authorize the financing of the cost of such improvement;
NOW, THEREFORE,

BE IT ENACTED, by the Board of Legislators of the County of Westchester, New York, by the affirmative vote of not less than two thirds of the entire voting strength thereof, as follows:

Section 1. For paying the design and construction management costs for the for an alternate water supply connection to the Delaware Aqueduct at Shaft 23 in the City of Yonkers, and ancillary or related work and incidental expenses thereof, all for the use and benefit of County Water District No. 1, a class of objects or purposes, there are hereby authorized to be issued \$6,000,000 bonds of said County pursuant to the provisions of the Local Finance Law. To the extent that the details of the aforesaid class of objects or purposes set forth in this act are inconsistent with any

details set forth in the current Capital Budget of the County, such Capital Budget shall be deemed and is hereby amended to the extent inconsistent herewith.

Section 2. It is hereby determined that the estimated maximum cost of the aforesaid class of objects or purposes is \$6,000,000, and that the plan for the financing thereof is by the issuance of the \$6,000,000 bonds of said County authorized to be issued pursuant to this Bond Act.

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

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

Section 5. The faith and credit of the County of Westchester, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such obligations as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year. To the extent not provided for by the assessment of benefited properties in County Water District No. 1, or other sources, there shall annually be levied on all the taxable real property of said County a tax sufficient to pay the principal of and interest on such obligations as the same become due and payable.

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

Section 7. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Commissioner of Finance, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as said Commissioner of Finance shall deem best for the interests of the County; including, but not limited to, the power to sell said bonds to the New York State Environmental Facilities Corporation; provided, however, that in the exercise of these delegated powers, the Commissioner of Finance shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the Commissioner of Finance shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

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

Section 9. The power to issue and sell notes to the New York State Environmental Facilities Corporation pursuant to Section 169.00 of the Local Finance Law is hereby delegated to

the Commissioner of Finance. Such notes shall be of such terms, form and contents as may be prescribed by said Commissioner of Finance consistent with the provisions of the Local Finance Law.

Section 10. The Commissioner of Finance is hereby further authorized, at the Commissioner's sole discretion, to execute a project financing and loan agreement, and any other agreements with the New York State Department of Environmental Conservation and/or the New York State Environmental Facilities Corporation, including amendments thereto, and including any instruments (or amendments thereto) in the effectuation thereof, in order to effect the financing or refinancing of the class of objects or purposes described in Section 1 hereof, or a portion thereof, by a bond, and, or note issue of said County in the event of the sale of same to the New York State Environmental Facilities Corporation.

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

Section 12. All other matters, except as provided herein, relating to such bonds, including determining whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the County by the facsimile signature of the Commissioner of Finance, providing for the manual countersignature of a fiscal agent or of a designated official of the County), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the Commissioner of Finance. It is hereby determined that it is to the financial advantage of the County not to impose and collect from registered owners of such bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of

Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by Section 52.00 of the Local Finance Law, as the Commissioner of Finance shall determine.

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

(1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or

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

(3) Such obligations are authorized in violation of the provisions of the Constitution.

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

Section 15. This Bond Act, which shall take effect immediately in accordance with the provisions of Section 33.10 of the Local Finance Law and as provided in Section 107.71 of the Westchester County Charter, shall be published in summary form in the official newspaper of said County for purposes of this Bond Act, together with a notice of the Clerk of the Board of Legislators in substantially the form provided in Section 81.00 of the Local Finance Law.

Section 16. No obligations authorized hereby shall be issued until the County shall complete proceedings under Section 268 of the County Law, and shall have determined, after a public hearing held thereunder, that the undertaking of the improvements to County Water District

No. 1 contemplated hereby is in the public interest. No expenditure for aforesaid specific object or purpose or purposes shall be made unless the State Comptroller has consented thereto as required by Section 268 of the County Law.

The foregoing Bond Act was duly put to a vote which resulted as follows:

AYES:

NOES:

ABSENT:

The Bond Act was thereupon declared duly adopted.

* * *

APPROVED BY THE COUNTY EXECUTIVE

Date: _____, 2024

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

I, the undersigned Clerk of the Board of Legislators of the County of Westchester, New York,
DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Board of Legislators of said County, including the Bond Act contained therein, held on _____, 2024, with the original thereof on file in my office, and that the same is a true and correct transcript therefrom and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that all members of said Board had due notice of said meeting.

I FURTHER CERTIFY that said meeting was (i) open to the general public pursuant to Section 103 of the Public Officers Law or (ii) conducted in conformance with Section 103-a of the Public Officers Law.

I FURTHER CERTIFY that, PRIOR to the time of said meeting, I duly caused a public notice of the time and place of said meeting to be given to the following newspapers and/or other news media as follows:

Newspaper and/or Other News Media

Date Given

I FURTHER CERTIFY that PRIOR to the time of said meeting, I duly caused public notice of the time and place of said meeting to be conspicuously posted in the following designated public location(s) on the following dates:

Designated Location(s) of Posted Notices

Date of Posting

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County Board of Legislators on _____, 2024.

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

(CORPORATE
SEAL)

2024 Capital Project Requests

Report of the Westchester County Planning Board

July 11, 2023

George Latimer
County Executive

Richard Hyman
Chair
Westchester County Planning Board

WD103 County Water District #1 - Alternate Water Supply**FIVE YEAR CAPITAL PROGRAM (in thousands)**

	Estimated Ultimate Total Cost	Approp- riated	2024	2025	2026	2027	2028	Under Review
Gross	93,107	16,857	76,250					
Non-County Share								
County Share	93,107	16,857	76,250					

Project Description

This project will fund the installation of two Ultraviolet (UV) facilities at the northern portion of the 48-inch Kensico-Bronx pipeline (KBP) for County Water District #1; and now will provide for an alternate water supply connection at the southern end of the KBP. The first phase of the project included the installation of UV facilities at the Central Avenue Pumping Station (CAPS) and the Orchard Street Pumping Station which are now complete. However, the Westchester County Health Department (WCDOH) has identified some deficiencies in the emergency backup power system that will be addressed in a subsequent phase. Phase II: Design for the southern connection and the facilities emergency backup system upgrade are anticipated to start in 2023 with construction appropriations shown in 2024. A budget modification is requested to increase the 2024 appropriations for Phase II.

Appropriation Requests

2003: \$200,000 for Study.

2014: \$9,219,000 for Design and Construction.

2016: \$1,438,000 for Construction and Cost Escalation.

2020: \$1,000,000 for Construction and Cost Escalation.

2021: \$5,000,000 for Construction and Cost Escalation.

2024: \$76,250,000 for Construction.

Justification

In 2006, the Long Term 2 Surface Water Treatment ("LT2") Rule established regulations which would require public water suppliers to provide enhanced disinfection treatment of drinking water to reduce potential for contamination from microbial organisms (cryptosporidium and giardia). This alternative connection will provide redundancy and protect against the loss of water in the event of a break in the pipe. Furthermore, the NYC DEP has announced that they will be conducting a series of shutdowns of the Delaware Aqueduct for maintenance. The southern connection portion of this project needs to be expedited in order to provide an alternate water source for the KB Pipeline when the Delaware Aqueduct water supply is unavailable.

Consistency with Programs or Plans

The project is consistent with the policies of "Westchester 2025", the County's long-range land use policies, in that it will maintain safe and environmentally sound systems and policies for water distribution and resource management.

Planning Board Analysis

PL2: The Planning Board acknowledges the importance of protecting drinking water supplies and maintaining those DEF facilities that provide and distribute drinking water. Plans should be coordinated with Planning Department staff to ensure that impacts to the sites and vicinities are kept to a minimum during the proposed work. Plans for the Kensico Dam site will be coordinated with any park improvements planned by the Parks Department.

RESOLUTION 23 8
WESTCHESTER COUNTY PLANNING BOARD

2024 Capital Project Requests
Adoption of Planning Board Report

WHEREAS, pursuant to Section 167.31 of the County Charter, the Planning Board must submit its recommendations with regard to the physical planning aspects of the proposed 2024 capital projects to the County Executive, Budget Director and Capital Projects Committee; and

WHEREAS, the Planning Department staff prepared a revised draft report on the 2024 capital project requests and provided it to the Planning Board for their review and consideration; and

WHEREAS, the Planning Board held a meeting on June 13, 2023 to discuss the draft report on the 2024 capital project requests; and

WHEREAS, any additional recommendations, comments and changes suggested by the Planning Board and contained within the minutes of the Planning Board's July 11, 2023 meeting shall be incorporated into the Planning Board Report on the 2024 Capital Project Requests; and

WHEREAS, the Planning Board finds that the proposed 2024 Capital Project Requests have been reviewed with respect to the adopted policies of the board including *Westchester 2025 Context for County and Municipal Planning in Westchester County and Policies to Guide County Planning*; now, therefore, be it

RESOLVED, that the Westchester County Planning Board, pursuant to Section 167.13 of the County Charter, adopts the Planning Board Report on the 2024 Capital Project Requests dated July 11, 2023 as amended by the comments contained in the minutes of the Planning Board's July 11, 2023 meeting.

Adopted this 11th day of July, 2023.


Richard Hyman, Chair

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: WD103

☐ **NO FISCAL IMPACT PROJECTED**

SECTION A - CAPITAL BUDGET IMPACT

To Be Completed by Budget

☐ **GENERAL FUND**

☐ **AIRPORT FUND**

☒ **SPECIAL DISTRICTS FUND**

Source of County Funds (check one):

☒ **Current Appropriations**

☐ **Capital Budget Amendment**

SECTION B - BONDING AUTHORIZATIONS

To Be Completed by Finance

Total Principal \$ 6,000,000 **PPU** 5 **Anticipated Interest Rate** 2.85%

Anticipated Annual Cost (Principal and Interest): \$ 1,319,611

Total Debt Service (Annual Cost x Term): \$ 6,598,056

Finance Department: maab 8-23-24

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

To Be Completed by Submitting Department and Reviewed by Budget

Potential Related Expenses (Annual): \$ -

Potential Related Revenues (Annual): \$ -

Anticipated savings to County and/or impact of department operations

(describe in detail for current and next four years):

SECTION D - EMPLOYMENT

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

Number of Full Time Equivalent (FTE) Jobs Funded: 65

Prepared by: Dianne Vanadia

Title: Associate Budget Director

Department: Budget

Date: 9/7/24


Reviewed By: 

Budget Director

Date: 9/9/24

OK 9/7/24
ED 9/9/24

TO: Lynne Colavita, Senior Assistant County Attorney
Department of Law

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

DATE: February 21, 2024

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT:
WD103 COUNTY WATER DISTRICT #1 - ALTERNATE WATER SUPPLY**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on 02-07-2024 (Unique ID: 2468)

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

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

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

DSK/jfg

cc: Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Lawrence Soule, Budget Director
Tami Altschiller, Assistant Chief Deputy County Attorney
Dianne Vanadia, Associate Budget Director
Michelle Greenbaum, Senior Assistant County Attorney
Jeffrey Goldman, Senior Assistant County Attorney
Carla Chaves, Senior Assistant County Attorney
Joseph Brown, Capital Program Coordinator, Department of Environmental Facilities
Susan Darling, Chief Planner
Michael Lipkin, Associate Planner
Claudia Maxwell, Principal Environmental Planner

LEGAL NOTICE

A Bond Act, a summary of which is published herewith, has been adopted by the Board of Legislators on _____, 2024 and approved by the County Executive on _____, 2024 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. _____-2024

BOND ACT DATED _____, 2024.

A BOND ACT AUTHORIZING THE ISSUANCE OF \$6,000,000 BONDS OF THE COUNTY OF WESTCHESTER, NEW YORK, TO FINANCE DESIGN AND CONSTRUCTION MANAGEMENT COSTS FOR AN ALTERNATE WATER SUPPLY CONNECTION TO THE DELAWARE AQUEDUCT AT SHAFT 23 IN THE CITY OF YONKERS, FOR THE USE AND BENEFIT OF COUNTY WATER DISTRICT NO. 1.

class of objects or purposes:	design and construction management costs for the for an alternate water supply connection to the Delaware Aqueduct at Shaft 23 in the City of Yonkers, and ancillary or related work and incidental expenses thereof
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period of probable usefulness:	five years
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amount of obligations to be issued:	\$6,000,000
-------------------------------------	-------------

Dated: _____, 2024
White Plains, New York

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

CAPITAL PROJECT FACT SHEET

Project ID:* WD103	<input type="checkbox"/> CBA	Fact Sheet Date:* 01-25-2024
Fact Sheet Year:* 2024	Project Title:* COUNTY WATER DISTRICT #1 - ALTERNATE WATER SUPPLY	Legislative District ID: 5, 17, 16, 15, 14, 13,
Category* SEWER AND WATER DISTRICTS	Department:* ENVIRONMENTAL FACILITIES	CP Unique ID: 2468

Overall Project Description

Funds from this project will provide an alternate water supply connection for the 48" Kensico Bronx Pipeline (KBP) in County Water District #1. In 2006 the US EPA established regulations which required enhanced disinfection treatment of drinking water. In response to these regulations the County is required to provide two ultraviolet (UV) disinfection facilities in White Plains to serve the northern portion of the KBP which will bring all of CWD#1 into compliance with the mandated regulations.

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

FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2024	2025	2026	2027	2028	Under Review
Gross	93,107	16,857	0	76,250	0	0	0	0
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	93,107	16,857	0	76,250	0	0	0	0

Expended/Obligated Amount (in thousands) as of: 10,817

Current Bond Description: Design and Construction Management funding for an alternate water supply connection to the NYCDEP Delaware Aqueduct at Shaft 23, located in the City of Yonkers. This connection will supply raw water, via a new transmission main, to a new treatment facility which will be located along the routing of the new main and prior to connecting to the southern portion of the existing KBP.

Financing Plan for Current Request:

Non-County Shares:	\$ 0
Bonds/Notes:	6,000,000
Cash:	0
Total:	\$ 6,000,000

SEQR Classification:
TYPE II

Amount Requested:
6,000,000

Expected Design Work Provider:

- | | | |
|---------------------------------------|--|---|
| <input type="checkbox"/> County Staff | <input checked="" type="checkbox"/> Consultant | <input type="checkbox"/> Not Applicable |
|---------------------------------------|--|---|

Comments:

Energy Efficiencies:

Appropriation History:

Year	Amount	Description
2003	200,000	STUDY OF ALTERNATE SUPPLY FROM HILLVIEW RESERVOIR, CITY OF MT. VERNON AND YONKERS TO STUDY
2014	9,219,000	DESIGN & CONSTRUCTION OF ULTRA-VIOLET TREATMENT FACILITIES
2016	1,438,000	ADDITIONAL CONSTRUCTION COSTS
2020	1,000,000	COST ESCALATION
2021	5,000,000	DESIGN AND CONSTRUCTION MANAGEMENT OF SOUTHERN CONNECTION.

Total Appropriation History:

16,857,000

Financing History:

Year	Bond Act #	Amount	Issued	Description
11	3	200,000	178,890	COUNTY DISTRICT #1 FEASABILITY STUY
14	187	0	0	ALTERNATE WATER SUPPLY FOR COUNTY WATER DISTRICT NO. 1 FOR UVL TREATED WATER
15	65	9,219,000	9,188,329	COUNTY WATER DISTRICT NO. 1 IMPROVEMENTS

Total Financing History:

9,419,000

Recommended By:

Department of Planning
SEDR

Date
02-07-2024

Department of Public Works
RJB4

Date
02-08-2024

Budget Department
DEV9

Date
02-13-2024

Requesting Department
JWBA

Date
02-14-2024

COUNTY WATER DISTRICT #1 - ALTERNATE WATER SUPPLY (WD103)

User Department : Environmental Facilities

Managing Department(s) : Environmental Facilities ; Public Works ;

Estimated Completion Date: TBD

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

FIVE YEAR CAPITAL PROGRAM (in thousands)

	Est Ult Cost	Appropriated	Exp / Obl	2024	2025	2026	2027	2028	Under Review
Gross	93,107	16,857	10,817		76,250				
Non County Share									
Total	93,107	16,857	10,817		76,250				

Project Description

Funds from this project will provide an alternate water supply connection for the 48" Kensico Bronx Pipeline (KBP) in County Water District #1. In 2006 the US EPA established regulations which required enhanced disinfection treatment of drinking water. In response to these regulations the County is required to provide two ultraviolet (UV) disinfection facilities in White Plains to serve the northern portion of the KBP which will bring all of CWD#1 into compliance with the mandated regulations.

Current Year Description

There is no current year request.

Impact on Operating Budget

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

Appropriation History

Year	Amount	Description	Status
2003	200,000	Study of alternate supply from Hillview Reservoir, City of Mt, Vernon and Yonkers to study	COMPLETE
2014	9,219,000	Design & Construction of Ultra-Violet Treatment Facilities	CONSTRUCTION
2016	1,438,000	Additional construction costs	CONSTRUCTION
2020	1,000,000	Cost escalation	AWAITING BOND AUTHORIZATION
2021	5,000,000	Design and construction management of southern connection.	AWAITING BOND AUTHORIZATION
Total	16,857,000		

Prior Appropriations

	Appropriated	Collected	Uncollected
Bond Proceeds	15,419,000	9,236,303	6,182,697
Funds Revenue	1,438,000	1,438,000	
Total	16,857,000	10,674,303	6,182,697

COUNTY WATER DISTRICT #1 - ALTERNATE WATER SUPPLY (WD103)

Bonds Authorized

Bond Act		Amount	Date Sold	Amount Sold	Balance
3	11	200,000	11/19/15	164,723	21,109
			11/19/15	13,277	
			11/19/15	891	
187	14				
65	15	9,219,000	12/15/16	1,440,364	159,771
			12/15/17	5,567,592	
			12/15/17	922,588	
			12/15/17	12,063	
			12/10/18	955,659	
			12/10/19	149,870	
			12/10/19	11,093	
Total		9,419,000		9,238,120	180,880

ACT NO. _____ - 2024

BOND ACT DATED _____, 2024.

A BOND ACT AUTHORIZING THE ISSUANCE OF \$2,750,000 BONDS OF THE COUNTY OF WESTCHESTER, NEW YORK, TO FINANCE DESIGN AND CONSTRUCTION MANAGEMENT COSTS FOR THE REHABILITATION OR REPLACEMENT OF VARIOUS ASPECTS OF THE KENSICO-BRONX PIPELINE, FOR THE USE AND BENEFIT OF COUNTY WATER DISTRICT NO. 1.

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

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

WHEREAS, except for required proceedings to be completed in compliance with Section 268 of the County Law, all conditions precedent to the financing of the capital project hereinafter described, including compliance with the provisions of the State Environmental Quality Review Act, to the extent required, have been performed; and

WHEREAS, it is now desired to authorize the financing of the cost of such improvement;
NOW, THEREFORE,

BE IT ENACTED, by the Board of Legislators of the County of Westchester, New York, by the affirmative vote of not less than two thirds of the entire voting strength thereof, as follows:

Section 1. For paying the design and construction management costs for the rehabilitation or replacement of various aspects of the Kensico-Bronx Pipeline, including a study to evaluate the condition of the Kensico-Bronx Pipeline and consider the improvement or replacement thereof, improvements to County owned facilities in Yonkers, installation of a power supply at the Central Avenue Pumping Station, and in each case, ancillary or related work and incidental expenses thereof, all for the use and benefit of County Water District No. 1, a class of objects or purposes,

there are hereby authorized to be issued \$2,750,000 bonds of said County pursuant to the provisions of the Local Finance Law. To the extent that the details of the aforesaid class of objects or purposes set forth in this act are inconsistent with any details set forth in the current Capital Budget of the County, such Capital Budget shall be deemed and is hereby amended to the extent inconsistent herewith.

Section 2. It is hereby determined that the estimated maximum cost of the aforesaid class of objects or purposes is \$2,750,000, and that the plan for the financing thereof is by the issuance of the \$2,750,000 bonds of said County authorized to be issued pursuant to this Bond Act.

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

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

Section 5. The faith and credit of the County of Westchester, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such obligations as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year. To the extent not provided for by the assessment of benefited properties in County Water District No. 1, or other sources, there shall annually be levied on all the taxable real property of said County a tax sufficient to pay the principal of and interest on such obligations as the same become due and payable.

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

Section 7. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Commissioner of Finance, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as said Commissioner of Finance shall deem best for the interests of the County; including, but not limited to, the power to sell said bonds to the New York State Environmental Facilities Corporation; provided, however, that in the exercise of these delegated powers, the Commissioner of Finance shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the Commissioner of Finance shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

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

Law. Such bonds and, or notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Commissioner of Finance.

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

Section 10. The Commissioner of Finance is hereby further authorized, at the Commissioner's sole discretion, to execute a project financing and loan agreement, and any other agreements with the New York State Department of Environmental Conservation and/or the New York State Environmental Facilities Corporation, including amendments thereto, and including any instruments (or amendments thereto) in the effectuation thereof, in order to effect the financing or refinancing of the class of objects or purposes described in Section 1 hereof, or a portion thereof, by a bond, and, or note issue of said County in the event of the sale of same to the New York State Environmental Facilities Corporation.

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

Section 12. All other matters, except as provided herein, relating to such bonds, including determining whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the County by the facsimile signature of the Commissioner of Finance, providing for the manual countersignature of a fiscal agent or of a designated official of the County), the date, denominations, maturities and interest payment dates, place or places of payment,

and also including the consolidation with other issues, shall be determined by the Commissioner of Finance. It is hereby determined that it is to the financial advantage of the County not to impose and collect from registered owners of such bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by Section 52.00 of the Local Finance Law, as the Commissioner of Finance shall determine.

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

(1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or

(2) The provisions of law which should be complied with at the date of publication of this Bond Act are not substantially complied with,

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

(3) Such obligations are authorized in violation of the provisions of the Constitution.

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

Section 15. This Bond Act, which shall take effect immediately in accordance with the provisions of Section 33.10 of the Local Finance Law and as provided in Section 107.71 of the Westchester County Charter, shall be published in summary form in the official newspaper of said

County for purposes of this Bond Act, together with a notice of the Clerk of the Board of Legislators in substantially the form provided in Section 81.00 of the Local Finance Law.

Section 16. No obligations authorized hereby shall be issued until the County shall complete proceedings under Section 268 of the County Law, and shall have determined, after a public hearing held thereunder, that the undertaking of the improvements to County Water District No. 1 contemplated hereby is in the public interest. No expenditure for aforesaid specific object or purpose or purposes shall be made unless the State Comptroller has consented thereto as required by Section 268 of the County Law.

The foregoing Bond Act was duly put to a vote which resulted as follows:

AYES:

NOES:

ABSENT:

The Bond Act was thereupon declared duly adopted.

* * *

APPROVED BY THE COUNTY EXECUTIVE

Date: _____, 2024

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

I, the undersigned Clerk of the Board of Legislators of the County of Westchester, New York,
DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Board of
Legislators of said County, including the Bond Act contained therein, held on _____,
2024, with the original thereof on file in my office, and that the same is a true and correct transcript
therefrom and of the whole of said original so far as the same relates to the subject matters therein
referred to.

I FURTHER CERTIFY that all members of said Board had due notice of said meeting.

I FURTHER CERTIFY that said meeting was (i) open to the general public pursuant to
Section 103 of the Public Officers Law or (ii) conducted in conformance with Section 103-a of the
Public Officers Law.

I FURTHER CERTIFY that, PRIOR to the time of said meeting, I duly caused a public notice
of the time and place of said meeting to be given to the following newspapers and/or other news
media as follows:

Newspaper and/or Other News Media

Date Given

I FURTHER CERTIFY that PRIOR to the time of said meeting, I duly caused public notice of the time and place of said meeting to be conspicuously posted in the following designated public location(s) on the following dates:

Designated Location(s) of Posted Notices

Date of Posting

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County Board of Legislators on _____, 2024.

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

(CORPORATE
SEAL)

2023 Capital Project Requests

Adopted

**Report of the
Westchester County Planning Board**

July 5, 2022

George Latimer
County Executive

Richard Hyman
Chair
Westchester County Planning Board

WD105 CWD #1 - Rehabilitation of the 48 inch Kensico-Bronx Pipeline

FIVE YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Approp- riated	2023	2024	2025	2026	2027	Under Review
Gross	22,750	750	2,000		20,000			
Non-County Share								
County Share	22,750	750	2,000		20,000			

Project Description

This project will fund the repair, rehabilitation and/or replacement of various aspects of the 48" Kensico-Bronx Pipeline (KBP) in County Water District No. 1. Over the years, various issues have occurred with the 48" KBP, which is approximately 71,000 LF in length, such as breaks, joint leaks and drainage deficiencies. The drainage deficiencies have resulted in erosion of the soil under and over the pipeline. To ensure reliability and continued operation of the 48" KBP, this project will be broken down into study, design and construction phases. A Study will first evaluate its overall condition and identify any needed rehabilitation and drainage improvements as well as study replacement and routing alternatives. Approximate cost estimates for each type of deficiency will be provided and possible construction phasing will be determined once the Study has progressed.

The Study funds have already been appropriated and the study is scheduled to be conducted in 2022. Design and construction appropriations are shown to 2023 and 2025, respectively.

Appropriation Requests

2018: Study.

2023: Design.

2025: Construction and Construction Management.

Justification

County Water District No. 1 (CWD #1) comprises the cities of White Plains, Mount Vernon and Yonkers and the Village of Scarsdale. The Kensico-Bronx Pipeline (KBP) 48" connection to the Kensico Reservoir is at the base of the Kensico Dam. Since the 48" KBP has not been rehabilitated since acquisition from the City of New York in 1964, it is necessary to inspect the condition of the pipeline and perform any necessary repairs to ensure the reliability and continued operation.

Consistency with Programs or Plans

The project is consistent with the policies of "*Westchester 2025*", the County's long-range land use policies, in that it will maintain safe and environmentally sound systems and policies for water distribution and resource management.

Planning Board Analysis

PL2: The Planning Board acknowledges the importance of protecting drinking water supplies and maintaining those DEF facilities that provide and distribute drinking water. Plans should be coordinated with Planning Department staff to ensure that impacts to the sites and vicinities are kept to a minimum during the proposed work. Plans for the Kensico Dam site will be coordinated with any park improvements planned by the Parks Department.

RESOLUTION 22 12
WESTCHESTER COUNTY PLANNING BOARD

2023 Capital Project Requests
Adoption of Planning Board Report

WHEREAS, pursuant to Section 167.31 of the County Charter, the Planning Board must submit its recommendations with regard to the physical planning aspects of the proposed 2023 capital projects to the County Executive, Budget Director and Capital Projects Committee; and

WHEREAS, the Planning Department staff prepared a revised draft report on the 2023 capital project requests and provided it to the Planning Board for their review and consideration; and

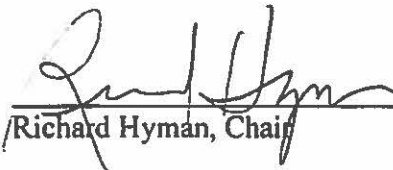
WHEREAS, the Planning Board held a meeting on June 8, 2022 to discuss the draft report on the 2023 capital project requests; and

WHEREAS, any additional recommendations, comments and changes suggested by the Planning Board and contained within the minutes of the Planning Board's July 5, 2022 meeting shall be incorporated into the Planning Board Report on the 2023 Capital Project Requests; and

WHEREAS, the Planning Board finds that the proposed 2023 Capital Project Requests have been reviewed with respect to the adopted policies of the board including *Westchester 2025 Context for County and Municipal Planning in Westchester County and Policies to Guide County Planning*; now, therefore, be it

RESOLVED, that the Westchester County Planning Board, pursuant to Section 167.13 of the County Charter, adopts the Planning Board Report on the 2023 Capital Project Requests dated July 5, 2022 as amended by the comments contained in the minutes of the Planning Board's July 5, 2022 meeting.

Adopted this 5th day of July, 2022.



Richard Hyman, Chair

LEGAL NOTICE

A Bond Act, a summary of which is published herewith, has been adopted by the Board of Legislators on _____, 2024 and approved by the County Executive on _____, 2024 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. _____-2024

BOND ACT DATED _____, 2024.

A BOND ACT AUTHORIZING THE ISSUANCE OF \$2,750,000 BONDS OF THE COUNTY OF WESTCHESTER, NEW YORK, TO FINANCE DESIGN AND CONSTRUCTION MANAGEMENT COSTS FOR THE REHABILITATION OR REPLACEMENT OF VARIOUS ASPECTS OF THE KENSICO-BRONX PIPELINE, FOR THE USE AND BENEFIT OF COUNTY WATER DISTRICT NO. 1.

class of objects or purposes:

design and construction management costs for the rehabilitation or replacement of various aspects of the Kensico-Bronx Pipeline for the use and benefit of County Water District No. 1, including a study to evaluate the condition of the Kensico-Bronx Pipeline and consider the improvement or replacement thereof, improvements to County owned facilities in Yonkers, installation of a power supply at the Central Avenue Pumping Station, and in each case, ancillary or related work and incidental expenses thereof

period of probable usefulness:

five years

amount of obligations to be issued:

\$2,750,000

Dated: _____, 2024

White Plains, New York

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

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: WD105

☐ NO FISCAL IMPACT PROJECTED

SECTION A - CAPITAL BUDGET IMPACT

To Be Completed by Budget

☐ GENERAL FUND

☐ AIRPORT FUND

☒ SPECIAL DISTRICTS FUND

Source of County Funds (check one):

☒ Current Appropriations

☐ Capital Budget Amendment

SECTION B - BONDING AUTHORIZATIONS

To Be Completed by Finance

Total Principal \$ 2,750,000 PPU 5 Anticipated Interest Rate 2.85%

Anticipated Annual Cost (Principal and Interest): \$ 604,822

Total Debt Service (Annual Cost x Term): \$ 3,024,109

Finance Department: maab 8-23-24

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

To Be Completed by Submitting Department and Reviewed by Budget

Potential Related Expenses (Annual): \$ -

Potential Related Revenues (Annual): \$ -

Anticipated savings to County and/or impact of department operations

(describe in detail for current and next four years):

SECTION D - EMPLOYMENT

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

Number of Full Time Equivalent (FTE) Jobs Funded: 30

Prepared by: Dianne Vanadia

Title: Associate Budget Director


Department: Budget

Date: 9/7/24

Reviewed By: *Lawrence C. Smith*

09/17/24 Budget Director

Date: *9/9/24*

TO: Lynne Colavita, Senior Assistant County Attorney
Department of Law 

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

DATE: February 21, 2024

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT:
WD105 CWD #1 - Rehabilitation Of The 48 Inch Kensico-Bronx Pipeline**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on
02-07-2024 (Unique ID: 2469)

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

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

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

DSK/jfg

cc: Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Lawrence Soule, Budget Director
Tami Altschiller, Assistant Chief Deputy County Attorney
Dianne Vanadia, Associate Budget Director
Michelle Greenbaum, Senior Assistant County Attorney
Jeffrey Goldman, Senior Assistant County Attorney
Carla Chaves, Senior Assistant County Attorney
Joseph Brown, Capital Program Coordinator, Department of Environmental Facilities
Susan Darling, Chief Planner
Michael Lipkin, Associate Planner
Claudia Maxwell, Principal Environmental Planner

CAPITAL PROJECT FACT SHEET

Project ID:* WD105	<input type="checkbox"/> CBA	Fact Sheet Date:* 01-25-2024
Fact Sheet Year:* 2024	Project Title:* CWD #1 - REHABILITATION OF THE 48 INCH KENSICO-BRONX PIPELINE	Legislative District ID: 5, 17, 16, 15, 14, 13,
Category* SEWER AND WATER DISTRICTS	Department:* ENVIRONMENTAL FACILITIES	CP Unique ID: 2469

Overall Project Description

This project will provide funding for the repair, rehabilitation and/or replacement of various aspects of the 48" Kensico-Bronx Pipeline (KBP) in County Water District No. 1.

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

FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2024	2025	2026	2027	2028	Under Review
Gross	22,750	2,750	0	20,000	0	0	0	0
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	22,750	2,750	0	20,000	0	0	0	0

Expended/Obligated Amount (in thousands) as of : 0

Current Bond Description: Study, Design, and Construction Management funding for the repair, rehabilitation and/or replacement of various aspects of the 48" Kensico-Bronx Pipeline (KBP) in County Water District No. 1. The study will evaluate its overall condition; identify recommended rehabilitation, drainage improvements, replacement, and routing alternatives; and provide conceptual cost estimates. The work will include improvements to County owned facilities located at New York City's Shaft 22 in Yonkers, such as the installation of additional water meters to unmetered connections, air vents, hydrants, and isolation valves. The project will also include the installation of a new uninterruptible power supply at the Central Avenue Pumping Station.

Financing Plan for Current Request:

Non-County Shares:	\$ 0
Bonds/Notes:	2,750,000
Cash:	0
Total:	\$ 2,750,000

SEQR Classification:

TYPE II

Amount Requested:

2,750,000

Expected Design Work Provider:

- | | | |
|---------------------------------------|--|---|
| <input type="checkbox"/> County Staff | <input checked="" type="checkbox"/> Consultant | <input type="checkbox"/> Not Applicable |
|---------------------------------------|--|---|

Comments:

Energy Efficiencies:

Appropriation History:

Year	Amount	Description
2018	750,000	EVALUATION STUDY.
2023	2,000,000	DESIGN AND CONSTRUCTION MANAGEMENT

Total Appropriation History:

2,750,000

Total Financing History:

0

Recommended By:**Department of Planning**

SEDR

Date

02-07-2024

Department of Public Works

RJB4

Date

02-08-2024

Budget Department

DEV9

Date

02-13-2024

Requesting Department

JWBA

Date

02-14-2024

CWD #1 - REHABILITATION OF THE 48 INCH KENSICO-BRONX PIPELINE (WD105)

User Department : Environmental Facilities

Managing Department(s) : Environmental Facilities ; Public Works ;

Estimated Completion Date: TBD

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

FIVE YEAR CAPITAL PROGRAM (in thousands)

	Est Ult Cost	Appropriated	Exp / Obl	2024	2025	2026	2027	2028	Under Review
Gross	22,750	2,750			20,000				
Non County Share									
Total	22,750	2,750			20,000				

Project Description

This project will provide funding for the repair, rehabilitation and/or replacement of various aspects of the 48" Kensico-Bronx Pipeline (KBP) in County Water District No. 1.

Current Year Description

There is no current year request.

Impact on Operating Budget

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

Appropriation History

Year	Amount	Description	Status
2018	750,000	Evaluation study.	AWAITING BOND AUTHORIZATION
2023	2,000,000	Design and Construction Management	AWAITING BOND AUTHORIZATION
Total	2,750,000		

Prior Appropriations

	Appropriated	Collected	Uncollected
Bond Proceeds	2,750,000		2,750,000
Total	2,750,000		2,750,000

**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 \$50,000 to finance a component of capital project WCC90 – Technology Upgrade Off Campus ("WCC90"). The Bond Act, which was prepared by the law firm Hawkins Delafield & Wood, LLP, will finance the County's 50% share of Phase V Technology Upgrade of the Westchester Community College ("College") off campus facilities. Phase V will address the replacement of digital signage, media equipment, laptop, pc, printer, scanner, wireless equipment and phone replacement which are all on a five-year replacement cycle. The College has advised that this phase is necessary in order for the College to operate as a 21st century facility, as required by today's society.

The College has advised that the total amount appropriated for this phase of WCC90 is \$100,000. This bond request, in the amount of \$50,000, represents the County's 50% share of this phase of the project. The remaining 50% will be funded by New York State.

Following receipt by the College of New York State funds and County bonding authorization, the College anticipates that the work will be completed within approximately twenty-four (24) months. It is anticipated that the work will be completed by in-house personnel.

The Planning Department has advised your Committee that based on its review, WCC90 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: October 15th, 2024
White Plains, New York


James J. Zeller, Chief



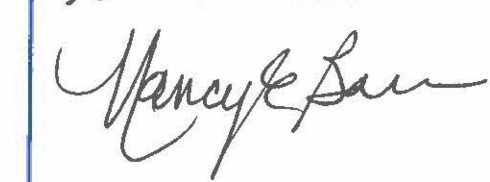
John Smith

Nancy E. Sam
c/cmc/9-05-2024



John Smith

Nancy E. Sam


James J. Zeller, Chief

John Smith

Nancy E. Sam

Budget & Appropriations

Information Technology
& Cybersecurity

Public Works & Transportat

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: WCC90

☐ NO FISCAL IMPACT PROJECTED

SECTION A - CAPITAL BUDGET IMPACT

To Be Completed by Budget

☒ GENERAL FUND

☐ AIRPORT FUND

☐ SPECIAL DISTRICTS FUND

Source of County Funds (check one):

☒ Current Appropriations

☐ Capital Budget Amendment

SECTION B - BONDING AUTHORIZATIONS

To Be Completed by Finance

Total Principal \$ 50,000 PPU 5 Anticipated Interest Rate 2.40%

Anticipated Annual Cost (Principal and Interest): \$ 10,842

Total Debt Service (Annual Cost x Term): \$ 54,209

Finance Department: maab 9-10-24

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

To Be Completed by Submitting Department and Reviewed by Budget

Potential Related Expenses (Annual): \$ -

Potential Related Revenues (Annual): \$ -

Anticipated savings to County and/or impact of department operations

(describe in detail for current and next four years):

No Operating Impact

SECTION D - EMPLOYMENT

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

Number of Full Time Equivalent (FTE) Jobs Funded:

Prepared by: Dawn Gillins

Title: Assistant Vice President/Comptroller

Department: WCC

Date: 9/13/24


Reviewed By: 

Budget Director

Date: 9/13/24

9/16/24

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

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

DATE: August 6, 2024

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT:
WCC90 TECHNOLOGY UPGRADE OFF CAMPUS 2017/18-2021/22**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on
07-16-2024 (Unique ID: 2578)

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)(31):** purchase or sale of furnishings, equipment or supplies, including surplus government property, other than the following: land, radioactive material, pesticides, herbicides, or other hazardous materials.
-

COMMENTS: None

DSK/cnm

cc: Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Lawrence Soule, Budget Director
Tami Altschiller, Assistant Chief Deputy County Attorney
Dawn Gillins, Westchester Community College
Dianne Vanadia, Associate Budget Director
Susan Darling, Chief Planner
Michael Lipkin, Associate Planner
Claudia Maxwell, Principal Environmental Planner

ACT NO. - 20__

BOND ACT AUTHORIZING THE ISSUANCE OF \$50,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE PHASE V OF THE WESTCHESTER COMMUNITY COLLEGE TECHNOLOGY UPGRADE-OFF CAMPUS PROGRAM, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$100,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$50,000 BONDS HEREIN AUTHORIZED; PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS; AND THE APPLICATION OF \$50,000 EXPECTED TO BE RECEIVED FROM THE STATE OF NEW YORK TO BE EXPENDED TOWARDS THE COST OF SAID CLASS OF OBJECTS OR PURPOSES OR REDEMPTION OF THE COUNTY'S OBLIGATIONS ISSUED THEREFOR, OR TO BE BUDGETED AS AN OFFSET TO THE TAXES FOR THE PAYMENT OF 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, \$50,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance Phase V of the Westchester Community College technology upgrade-off campus program, all as set forth in the County's

Current Year Capital Budget, as amended. To the extent that the details set forth in this act are inconsistent with any details set forth in the Current Year Capital Budget of the County, such Budget shall be deemed and is hereby amended. The estimated maximum cost of said objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof is \$100,000. The plan of financing includes the issuance of \$50,000 bonds herein authorized and any bond anticipation notes issued in anticipation of the sale of such bonds, the levy of a tax to pay the principal of and interest on said bonds and notes, and the application of \$50,000 expected to be received from the State of New York to be expended towards the cost of said objects or purposes or redemption of the County's obligations issued therefor, or to be budgeted as an offset to the taxes for the payment of the principal of and interest on said bonds.

Section 2. The period of probable usefulness of the class of objects or purposes for which said \$50,000 bonds authorized by this Act are to be issued, within the limitations of Section 11.00 a. 35 of the Law, is five (5) years.

Section 3. Current funds are not required to be provided as a down payment pursuant to Section 107.00 d. 9. of the Law prior to issuance of the bonds authorized herein, or any bond anticipation notes issued in anticipation of the sale of such bonds. The County intends to finance, on an interim basis, the costs or a portion of the costs of said improvements for which bonds are herein authorized, which costs are reasonably expected to be reimbursed with the proceeds of debt to be incurred by the County, pursuant to this Act, in the maximum amount of \$50,000. 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 \$100,000 as the estimated total cost of the aforesaid class of objects or purposes is hereby approved.

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

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

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

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

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

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

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

* * *

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

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

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

(SEAL)

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

LEGAL NOTICE

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

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

ACT NO. _____-20____

BOND ACT AUTHORIZING THE ISSUANCE OF \$50,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE PHASE V OF THE WESTCHESTER COMMUNITY COLLEGE TECHNOLOGY UPGRADE-OFF CAMPUS PROGRAM, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$100,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$50,000 BONDS HEREIN AUTHORIZED; PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS; AND THE APPLICATION OF \$50,000 EXPECTED TO BE RECEIVED FROM THE STATE OF NEW YORK TO BE EXPENDED TOWARDS THE COST OF SAID CLASS OF OBJECTS OR PURPOSES OR REDEMPTION OF THE COUNTY'S OBLIGATIONS ISSUED THEREFOR, OR TO BE BUDGETED AS AN OFFSET TO THE TAXES FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted _____, 20____).

object or purpose:

to finance Phase V of the Westchester Community College technology upgrade-off campus program, 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.

amount of obligations to be issued

and period of probable usefulness:

\$50,000; five (5) years

Dated: _____, 20____
White Plains, New York

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

CAPITAL PROJECT FACT SHEET

Project ID:* WCC90	<input type="checkbox"/> CBA	Fact Sheet Date:* 07-05-2024
Fact Sheet Year:* 2024	Project Title:* TECHNOLOGY UPGRADE OFF CAMPUS 2017/18-2021/22	Legislative District ID: 3,
Category* WCC - BUILDINGS	Department:* COMMUNITY COLLEGE	CP Unique ID: 2578

Overall Project Description

The College as most centers of higher education, is under increasing pressure to offer the basic technological support services required by today's society. Long term considerations must be given to adequately plan for the introduction of new technologies. The scope of this project supports the modest programs which introduces new and replacement technologies at the colleges off campus locations. This endeavor is essential for WCC to remain competitive in the future. It will enable the College to maintain its commitment to providing the high level of instruction expected by the residents of Westchester County and all those who attend.

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

FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2024-25	2025-26	2026-27	2027-28	2028-29	Under Review
Gross	500	500	0	0	0	0	0	0
Less Non-County Shares	250	250	0	0	0	0	0	0
Net	250	250	0	0	0	0	0	0

Expended/Obligated Amount (in thousands) as of : 25

Current Bond Description: Current bonding approval is necessary to fund the County's 50% share of \$50,000 of Phase V of the Technology Upgrade Off Campus. This project will address the need to replace digital signage, media equipment, laptop, pc, printer, scanner, wireless equipment and phone replacement which are all on a five year replacement cycle.

Financing Plan for Current Request:

Non-County Shares:	\$ 50,000
Bonds/Notes:	50,000
Cash:	0
Total:	\$ 100,000

SEQR Classification:

TYPE II

Amount Requested:

50,000

Expected Design Work Provider:

- | | | |
|---------------------------------------|-------------------------------------|--|
| <input type="checkbox"/> County Staff | <input type="checkbox"/> Consultant | <input checked="" type="checkbox"/> Not Applicable |
|---------------------------------------|-------------------------------------|--|

Comments:

The amount appropriated for Phase V is \$100,000. This bonding requests is in the amount of \$50,000 and represents the County's 50% share of approved Capital Project WCC90 Technology Upgrade Off Campus. The state has approved funding on the remaining 50%.

Energy Efficiencies:

Appropriation History:

Year	Amount	Description
2017	100,000	TECHNOLOGY UPGRADE OFF CAMPUS PH I
2018	100,000	TECHNOLOGY UPGRADE OFF CAMPUS PH II
2019	100,000	TECHNOLOGY UPGRADE OFF CAMPUS PH III
2020	100,000	TECHNOLOGY UPGRADE OFF CAMPUS PH IV
2021	100,000	TECHNOLOGY UPGRADE OFF CAMPUS PH V

Total Appropriation History:

500,000

Financing History:

Year	Bond Act #	Amount	Issued	Description
21	98	50,000		0 TECHNOLOGY UPGRADE OFF CAMPUS 2017/18-2021/22
22	18	50,000		0 TECHNOLOGY UPGRADE OFF CAMPUS 2017/18-2021/22
23	36	50,000		0 TECHNOLOGY UPGRADE OFF CAMPUS
23	191	50,000		0 TECHNOLOGY UPGRADE OFF CAMPUS - PHASE IV

Total Financing History:

200,000

Recommended By:**Department of Planning**

MLLL

Date

07-16-2024

Department of Public Works

RJB4

Date

07-17-2024

Budget Department

DEV9

Date

07-18-2024

Requesting Department

DAGX

Date

07-19-2024

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

Your Committee is in receipt of a communication from the County Executive that proposes an Act which would authorize the County of Westchester (the "County") to enter into an intermunicipal agreement (the "IMA") with the City of New York, acting by and through its New York City Department of Health and Mental Hygiene (the "City") pursuant to which the County, through its Department of Laboratories and Research (the "Department"), will provide water testing services on water samples provided by the City.

The City has asked the Department for assistance in performing these services as the Department has an accredited laboratory that has the requisite skills and capability to perform these services. The term of the IMA will be for a period of five years. In consideration for these services, the City will pay the County an aggregate fee not to exceed \$158,100.00, to be billed at the Department's current fee schedule.

Under terms of the IMA prepared by the City, the County as the City's contractor, will provide the following indemnification: "To the fullest extent permitted by Law, the Contractor shall defend, indemnify, and hold harmless the City, including its officials and employees, against any and all claims (even if the allegations of the claim are without merit), judgments for damages on account of any injuries or death to any person or damage to any property, and costs and expenses to which the City or its officials or employees, may be subject to or which they may suffer or incur allegedly arising out of any of the operations of the Contractor and/or its subcontractors under this Agreement to the extent resulting from any negligent act of commission or omission, any intentional tortious act, and/or the failure to comply with Law or any of the requirements of this Agreement. Insofar as the facts or Law relating to any of the foregoing would preclude the City or its officials or employees from being completely indemnified by the Contractor, the City and its officials and employees shall be partially indemnified by the Contractor to the fullest extent permitted by Law."

The County Planning Department has advised that that based on its review, the above project is a "Type II" action under the State Environmental Quality Review Act, 6 NYCRR Part 617.5(c)(20). Type II actions are those actions determined not to have a significant effect on the

environment and therefore do not require further environmental review. Your Committee concurs with this conclusion.

Your Committee believes that this IMA is in the best interest of the County, while also assisting the City to maintain the City's water distribution system, and therefore, recommends your favorable action on the annexed proposed legislation. An affirmative vote of a majority of the voting strength of your Honorable Board is required to adopt the attached Act.

Dated: October 16th, 2024
White Plains, New York

Louise Zeller Johnson
Nancy E. Barr
John De...
Stefan
Shirley
Robert J. Felt

Nancy E. Barr
Louise Zeller Johnson
John De...
Stefan
Robert J. Felt

COMMITTEE ON

C: DLV 9-17-24

Budget & Appropriations

Human Services

FISCAL IMPACT STATEMENT

SUBJECT: NYC DOH/MH IMA

☐ NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND☒ GENERAL FUND

☐ AIRPORT FUND

<input type="checkbox"/>	SPECIAL DISTRICTS FUND
--------------------------	------------------------

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense	\$	-
-----------------------------------	-----------	----------

Total Current Year Revenue	\$	10,540
-----------------------------------	-----------	---------------

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

☐ Additional Appropriations ☐ Other (explain)

Identify Accounts: 101-31-0010-4100-9067

Potential Related Operating Budget Expenses:	Annual Amount
--	---------------

Describe: _____

Potential Related Operating Budget Revenues:	Annual Amount
	\$1,687,900
Total Potential Related Operating Budget Revenues:	\$1,687,900

Describe: _____

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

Current Year: _____

Next Four Years: 2025: Revenue \$31,620 ; 2026: Revenue \$31,620 ; 2027: Revenue \$31,620

2028: Revenue \$31,620 ; 2029: Revenue \$21,080.

Prepared by: Michael Dunn

Title: Senior Budget Analyst


Department: Budget

Date: September 17, 2024

Reviewed By:
Budget Director

Date: 9/18/24

TO: David Vutera, Associate County Attorney
Department of Law

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

DATE: September 18, 2024

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR:
NEW YORK CITY WATER TESTING**

PROJECT/ACTION: A five-year agreement with the City of New York, whereby the County of Westchester, acting by and through its Department of Laboratories and Research, will provide water testing services on water samples provided by the City.

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

- **617.5(c)(26):** routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment.

COMMENTS: None.

DSK/cnm

cc: Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Tami Altschiller, Assistant Chief Deputy County Attorney
Claudia Maxwell, Principal Environmental Planner

ACT NO. 2024 -

AN ACT to authorize an intermunicipal agreement with the City of New York pursuant to which Westchester County, through its Department of Laboratories and Research, will provide water testing services for the City.

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

Section 1. The County of Westchester (the “County”) is hereby authorized to enter into an intermunicipal agreement (“IMA”) with the City of New York, acting by and through its New York City Department of Health and Mental Hygiene (the “City”) pursuant to which the County, through its Department of Laboratories and Research (the “Department”), will provide water testing services on water samples provided by the City.

§2. In consideration for services rendered, the City shall pay the County an aggregate fee not to exceed \$158,100.00, to be billed at the Department’s current fee schedule.

§3. The term of the IMA shall be for a period of five years.

§4. Under terms of the IMA prepared by the City, the County as the City’s contractor, shall provide the following indemnification: “To the fullest extent permitted by Law, the Contractor shall defend, indemnify, and hold harmless the City, including its officials and employees, against any and all claims (even if the allegations of the claim are without merit), judgments for damages on account of any injuries or death to any person or damage to any property, and costs and expenses to which the City or its officials or employees, may be subject to or which they may suffer or incur allegedly arising out of any of the operations of the Contractor and/or its subcontractors under this Agreement to the extent resulting from any negligent act of commission or omission, any intentional tortious act, and/or the failure to comply with Law or any of the requirements of this Agreement. Insofar as the facts or Law relating to any of the foregoing would preclude the City or its officials or

employees from being completely indemnified by the Contractor, the City and its officials and employees shall be partially indemnified by the Contractor to the fullest extent permitted by Law.”

§5. The County Executive or his authorized designee is further authorized to execute and deliver all documents as are necessary and appropriate to carry out the purposes of this Act.

§6. This Act shall take effect immediately.

AGREEMENT
BETWEEN
THE CITY OF NEW YORK ACTING BY
DEPARTMENT OF HEALTH AND MENTAL HYGIENE

And
WESTCHESTER COUNTY

Pin: 24ET041201R0X00

AGREEMENT dated as of March 1, 2024 between the CITY OF NEW YORK ("CITY") acting by and through its Department of Health and Mental Hygiene having its principal office located at Gotham Center, 42-09 28th Street, Long Island City, New York 11101 ("Department" or "DOHMH"), and Westchester County ("Contractor"), having its principal office located at 148 Martine Avenue, White Plains, New York 10601.

W I T N E S S E T H

WHEREAS, the New York City Department of Health and Mental Hygiene ("DOHMH" or "Department") is charged with the authority to supervise and regulate the public health aspects of the NYC water supply; and

WHEREAS, as part of the Department's efforts to regulate the NYC water supply, the Department's Office of Public Health Engineering ("PHE") routinely takes samples of the NYC drinking water to be analyzed for metals, nitrates, volatile organic chemicals and trihalomethanes by a laboratory that is accredited by the New York State Environmental Laboratory Approval Program; and

WHEREAS, Westchester County's Department of Laboratories and Research, a NYS ELAP accredited laboratory, has the requisite skills and capability to perform drinking water analysis; and

WHEREAS, Westchester County is ready, willing and able of providing the services described herein.

NOW, THEREFORE, in consideration of the mutual promises herein set forth, the parties agree as follows:

I. TERM, RENEWALS and BUDGET MODIFICATIONS

- A. The term of this Agreement shall be from March 1, 2024 through February 28, 2029.
- B. To further the purpose of this Agreement, the Contractor may request a budget modification in writing to the Department provided that it is submitted to the Department

no later than three (3) months prior to the expiration of the applicable budget period, and further provided that the written approval of the Department is received prior to any line item being overexpended. However, the Department, at its sole discretion may agree to a budget modification at any time. In no case shall a budget modification request increase the Maximum Reimbursable Amount of the contract. This provision shall survive the expiration of this Agreement.

II. SCOPE OF SERVICES

The Contractor shall provide services in the manner and at the levels set forth in the Scope of Services, annexed hereto and incorporated herein as Annex A.

III. FINANCIAL PROVISIONS:

A. Maximum Reimbursable Amount

The Maximum Reimbursable Amount for the term of this Agreement shall not exceed **\$158,100.00** inclusive of out-of-pocket expenses, in accord with the deliverable fee schedule contained in **Annex B** of this Agreement. The Contractor's fees may be increased during the term of this Agreement and the Department will be given written notice of any increase. The Department shall be responsible for monitoring the funds spent under this Agreement. To the extent the Department requests services exceeding the Maximum Reimbursable Amount, the Department shall be responsible for any excess.

B. Schedule of Payment

Upon receipt and approval of each of the Contractor's periodic invoices, the Department shall remit to the Contractor a payment of its approved charges in accord with the budget contained in **Annex B**. Invoices shall be submitted no later than 30 days after the period for which the invoice pertains. The Department may disqualify from payment any invoice received after that time. Invoices shall identify the task or product being invoiced and the overall total charges. The invoices shall be in a form established by the Commissioner or Designate, and shall be accompanied by supporting schedules, documentation, and any other information deemed necessary by the Department. If a final program report is required by the Scope of Services, payment for the last month of the contract shall be contingent upon approval of the final report and bill by the Department.

1. Invoicing and Payment

To do business with the City, vendors must register and create an account in the City's **Payee Information Portal (PIP)**. In PIP, vendors can view financial transactions with the City of New York, register for Electronic Funds Transfer payments, report their subcontractors and subcontractor payments.

PIP - <https://a127-pip.nyc.gov/webapp/PRDPCW/SelfService>

The **Vendor Invoice Processing System (VIPS)** is a payment request submission and tracking application. It is designed for NYC Health Department

vendors to upload their invoices and all supportive documents, enter payment requests and track payment requests' statuses. All invoices and supporting documentation to request payment will have to be submitted via VIPS. The Vendor Administrator should complete the activation process or create a new payee/vendor code account on the Payee Information Portal.

VIPS - <https://www1.nyc.gov/site/doh/business/opportunities/vendor-invoice-processing-system.page>

C. Disallowances

The City may disallow for payment any expenses or charges which were not authorized or documented in accord with the terms of this Agreement, or for failure to deliver any required service or work product to the satisfaction of the Department. The MRA is inclusive of all amounts to be paid for the services and for the tangible products of such services, including, without limitation, reproduction costs of the reproduction of any documents for training and other purposes.

IV. PROGRAM MONITORING AND EVALUATION

The Contractor's performance will be evaluated based on the Contractor's compliance with this Agreement, the Scope of Services attached hereto as Annex A. The evaluation criteria include, but are not be limited to: timeliness of deliverables and any applicable reports, timeliness of services, achievement of level of services, applicable program procedures and methods, program record keeping and reporting, timeliness and accuracy of fiscal reports and payment requisitions. The Contractor shall cooperate fully with the Department regarding the evaluation of the Project. "Project" refers to the Scope of Services in Annex A.

V. MISCELLANEOUS

A. Non-Assignment/Subcontractor

This contract shall neither be assigned nor subcontracted by the Contractor in whole or in part without the prior express written consent of the Department.

B. Legal Compliance

Notwithstanding any other provision in this Agreement, the Contractor remains responsible for ensuring that any service provided pursuant to this contract, complies with all pertinent provisions of federal, state or local statutes, rules and regulations, and that all necessary approvals thereunder have been obtained.

C. Equipment

1. Department Property

All equipment (including furniture) which is provided by the Department or paid for under this Agreement shall be deemed to be property of the City and shall be

used as far as practicable by the Contractor for the purpose of carrying out the intent of this Contract and shall not be available for the general use of the Contractor. The Contractor shall label each piece of equipment with the legend "Property of the City of New York, Department of Health and Mental Hygiene." A complete inventory of all such equipment shall be maintained by the Contractor who shall report to the Department acquisitions of equipment no later than ten (10) days after receipt. All such equipment shall be submitted to the Department within thirty (30) days after the expiration or termination of the Agreement. Disposition of the property will be made in accordance with applicable provisions of law.

2. Purchase

The Contractor must obtain the express written consent of the Department prior to the purchase of any equipment that exceeds \$150.00 in purchase price. In addition, for the purchase of any equipment that exceeds \$5,000.00 in purchase price, the Contractor shall obtain five (5) bids for the equipment sought, and provide documentation of said bids to the Department, in a manner acceptable to the Department.

D. NYC Earned Safe and Sick time Act Contract Rider

The Earned Sick Time Act, also known as the Paid Sick Leave Law ("PSLL"), requires covered employees to be provided with paid safe and sick time. The attached rider supersedes Section 4.06 of Appendix A.

E. Health Services Addendum

The Contractor shall comply with the United States Office of the Inspector General ("OIG") "Exclusionary Rule" outlined in the Health Services Addendum annexed hereto and hereby made a part of the Agreement.

F. Addendum to Appendix A

The addendum attached modifies Appendix A's Subsection B of Section 5.08 (Confidentiality).

G. Notices

All notices and requests hereunder by either party shall be in writing and directed to the address of the parties as follows:

New York City Department of Health
and Mental Hygiene
42-09 28th Street
Long Island City, New York 11101

Westchester County
148 Martine Avenue
White Plains, New York 10601

Attn.: Kevin Anderson
Title: Director of Grants & Contracts
Division: Environmental Health

Attn: Peggy Schmidt
Title: Assistant Director of
Administration

H. Conflict of Terms of Agreement

During the term of the Agreement, conflicts between the various documents shall be resolved in the following order of precedence, such documents constituting the entire Agreement between the parties:

- Appendix A – General Provisions Governing Contracts for Consultants, Professional, Technical, Human, and Client Services
- This Agreement, including the Scope of Services (Annex A) and Budget (Annex B), and all Attachments, Addendums, and Riders
-

I. Insurance

The Contractor shall maintain the types of insurance as indicated in Article 7 and Schedule A of the attached Appendix A.

J. Independent Annual Audit Report

In the event that this Agreement is subject to 2 Code of Federal Regulations (“CFR”) part 200, then the Contractor shall comply with the provisions of 2 CFR Part 200, including subpart (F) entitled Audit Requirements. Such audit(s) shall be submitted to the Department's Director of Financial and Contract Audits in final form no later than nine (9) months after the expiration of each of the Contractor's audit years that fall within the term of this contract.

NO MORE TEXT ON THIS PAGE

IN WITNESS WHEREOF, the City has caused these presents to be executed in triplicate by the Agency Chief Contracting Officer and the Contractor has done the same.

**THE CITY OF NEW YORK, ACTING
THROUGH ITS DEPARTMENT OF
HEALTH AND MENTAL HYGIENE**

WESTCHESTER COUNTY

BY: _____
Judi Rich Soehren
Agency Chief Contracting Officer

BY: _____
[Signature]

[Name]

[Title]

Subscribed and sworn to before me
this _____ day of _____, 20__

Subscribed and sworn to before me
this _____ day of _____, 20__

**Notary Public or
Commissioner of Deeds**

**Notary Public or
Commissioner of Deeds**

**Approved as to Form:
Certified as to Legal Authority**

By: _____
Acting Corporation Counsel

Approved by the Board of Legislators of the County of Westchester on _____, 20__ by Act No. _____.

Approved:

Associate County Attorney
The County of Westchester

**Annex A
(Attached Separately)**

ANNEX A
Scope of Work
Westchester County
Term: March 1, 2024 – February 28, 2029

PIN#: 24ET041201R0X00

Scope of Work

Analyzing the Office of Public Health Engineering (PHE) Water Samples

The Contractor will provide the following services to PHE:

1. The Contractor will analyze drinking water samples taken by PHE. Seventy-Three (73) priority sample sites are sampled every month for Standard Water Quality Parameters (WQP) and Microbiology (BACT).
2. The Contractor will analyze a subset of monthly samples for Metals and nitrates at 5 entry point sampling locations and 5 distal sites that are monitored for Volatile Organic Chemicals (VOC) and Total Trihalomethanes (TTHM).
3. The Contractor will provide a full service laboratory that performs analytical tests on drinking, bottled, surface and ground water, wastewater, soils, solids, hazardous waste and other items.
4. All routine samples are tested and delivered to the Contractor for analysis once a month. The turnaround time for testing is two weeks to receive the results. The turnaround time may be extended due to extraneous circumstances which could include, but are not limited to, non-functionality of equipment, unavailability of laboratory supplies, absence of key staff, the excessive number of samples submitted by the Department within a relative time period, the total number of samples currently in the Contractor's laboratory and the priority of these samples, weather conditions, loss of utility services, other unforeseen, emergency or catastrophic events, etc. Should any of these situations occur, the Contractor will advise the Department of the delay in turnaround time.
5. The samples used for the analysis are disposed of accordingly by the Contractor.
6. The estimated number and types of routine samples are listed in the table below. If necessary for non-routine PHE or ESE Bureau partner operations, additional samples of the same or different parameters may be analyzed by the Contractor and charged according to the most current published schedule of prices.

Annual Water Quality Surveillance Samples Taken by PHE			
Parameter	Description	Estimated Samples (Per Year)	Estimated Samples (6 Years)
Bacteria	Samples tested by the Public Health Lab	876	5,256
Water Quality Parameters (hardness, conductivity, fluoride, pH, temp. etc.)	Samples tested by the Public Health Lab	876	5,256

Nitrate, Sulfate	Samples tested by the Public Health Lab	876	5,256
*VOC	Haloacetic Acids	60	360
*VOC	Base Neutrals – EPA 625	60	360
*VOC	Volatile Organic Compounds	60	360
*VOC	Purgeable Organic Compounds	60	360
*TTHM	Trihalomethanes	60	360
*Metals I	ICPMS Metals	60	360
*Metals II	Potable Metals Digestion	60	360
*Metals II	Iron	60	360
*Metals II	Sodium	60	360
Estimated Total		2,352	19,008

* Water samples sent to the Contractor for testing.

Annex B
(Attached Separately)

Department of Health and Mental Hygiene

Contract Details

Vendor : WESTCHESTER COUNTY
Service : This service is for analyzing the Office of Public Health Engineering water sample.
Term From: 03/01/2024 **To :** 02/28/2029
CID/PIN : 77081/24ET041201R0X00
SetName : Westchester County

ANNEX B DELIVERY BASED BUDGET

Fiscal Year: 2024

Section : FY24 - Annual Water Quality Samples

Description	Due Date	Total
Annual Water Quality Surveillance Samples Taken by PHE	06/30/2024	\$10,540.00
TOTAL		\$10,540.00
Total for Fiscal Year :		\$10,540.00

Fiscal Year: 2025

Section : FY25 - Annual Water Quality Samples

Description	Due Date	Total
Annual Water Quality Surveillance Samples Taken by PHE	06/30/2025	\$31,620.00
TOTAL		\$31,620.00
Total for Fiscal Year :		\$31,620.00

Fiscal Year: 2026

Section : FY26 - Annual Water Quality Samples

Description	Due Date	Total
Annual Water Quality Surveillance Samples Taken by PHE	06/30/2026	\$31,620.00
TOTAL		\$31,620.00
Total for Fiscal Year :		\$31,620.00

Fiscal Year: 2027

Section : FY27 - Annual Water Quality Samples

Description	Due Date	Total
Annual Water Quality Surveillance Samples Taken by PHE	06/30/2027	\$31,620.00
TOTAL		\$31,620.00
Total for Fiscal Year :		\$31,620.00

Fiscal Year: 2028

Section : FY28 - Annual Water Quality Samples

Description	Due Date	Total
Annual Water Quality Surveillance Samples Taken by PHE	06/30/2028	\$31,620.00
TOTAL		\$31,620.00
Total for Fiscal Year :		\$31,620.00

Fiscal Year: 2029

Section : FY29 - Annual Water Quality Samples

Description	Due Date	Total
Annual Water Quality Surveillance Samples Taken by PHE	06/30/2029	\$21,080.00
TOTAL		\$21,080.00
Total for Fiscal Year :		\$21,080.00

Summary Budget

Fiscal Year	Amount
2024	\$10,540.00
2025	\$31,620.00
2026	\$31,620.00
2027	\$31,620.00
2028	\$31,620.00
2029	\$21,080.00
Total for all Fiscal Years	\$158,100.00

Department of Health and Mental Hygiene

Contract Details

Vendor : WESTCHESTER COUNTY
Service : This service is for analyzing the Office of Public Health Engineering water sample.
Term From : 03/01/2024 **To :** 02/28/2029
CID/PIN : 77081/24ET041201R0X00
SetName : Westchester County

COMBINATION WITH SUMMARY

Fiscal Year: 2024	
Line Item Total	\$0.00
Deliverable Based Total	\$10,540.00
Unit Cost Total	\$0.00
Total for all Fiscal Years	\$10,540.00
Fiscal Year: 2025	
Line Item Total	\$0.00
Deliverable Based Total	\$31,620.00
Unit Cost Total	\$0.00
Total for all Fiscal Years	\$31,620.00
Fiscal Year: 2026	
Line Item Total	\$0.00
Deliverable Based Total	\$31,620.00
Unit Cost Total	\$0.00
Total for all Fiscal Years	\$31,620.00
Fiscal Year: 2027	
Line Item Total	\$0.00
Deliverable Based Total	\$31,620.00
Unit Cost Total	\$0.00
Total for all Fiscal Years	\$31,620.00
Fiscal Year: 2028	
Line Item Total	\$0.00
Deliverable Based Total	\$31,620.00
Unit Cost Total	\$0.00
Total for all Fiscal Years	\$31,620.00
Fiscal Year: 2029	
Line Item Total	\$0.00
Deliverable Based Total	\$21,080.00
Unit Cost Total	\$0.00
Total for all Fiscal Years	\$21,080.00

SUMMARY:

Line Item Total	\$0.00
Deliverable Based Total	\$158,100.00
Unit Cost Total	\$0.00
GRAND TOTAL	\$158,100.00

2014

**NYC Earned Safe and Sick time Act Contract Rider
(Attached Separately)**

NYC EARNED SAFE AND SICK TIME ACT CONTRACT RIDER

(To supersede Section 4.06 of the January 2018 Appendix A and Section 35.5 of the March 2017 Standard Construction Contract and to be attached to other City contracts and solicitations)

A. Introduction and General Provisions.

1. The Earned Safe and Sick Time Act (“ESSTA”), codified at Title 20, Chapter 8 of the New York City Administrative Code, also known as the “Paid Safe and Sick Leave Law,” requires covered employees (as defined in Admin. Code § 20-912) in New York City (“City”) to be provided with paid safe and sick time. Contractors of the City or of other governmental entities may be required to provide safe and sick time pursuant to the ESSTA. The ESSTA is enforced by the City’s Department of Consumer and Worker Protection (“DCWP”), which has promulgated 6 RCNY §§ 7-101 and 201 *et seq.* (“DCWP Rules”).

2. The Contractor agrees to comply in all respects with the ESSTA and the DCWP Rules, and as amended, if applicable, in the performance of this agreement. The Contractor further acknowledges that such compliance is a material term of this agreement and that failure to comply with the ESSTA in performance of this agreement may result in its termination.

3. The Contractor must notify (with a copy to DCWP at ComplianceMonitoring@dcwp.nyc.gov) the Agency Chief Contracting Officer of the City Agency or other entity with whom it is contracting in writing within 10 days of receipt of a complaint (whether oral or written) or notice of investigation regarding the ESSTA involving the performance of this agreement. Additionally, the Contractor must cooperate with DCWP’s guidance and must comply with DCWP’s subpoenas, requests for information, and other document demands as set forth in the ESSTA and the DCWP Rules. More information is available at <https://www1.nyc.gov/site/dca/about/paid-sick-leave-what-employers-need-to-know.page>.

4. Upon conclusion of a DCWP investigation, Contractor will receive a findings letter detailing any employee relief and civil penalties owed. Pursuant to the findings, Contractor will have the opportunity to settle any violations and cure the breach of this agreement caused by failure to comply with the ESSTA either i) without a trial by entering into a consent order or ii) appearing before an impartial judge at the City’s administrative tribunal. In addition to and notwithstanding any other rights and remedies available to the City, non-payment of relief and penalties owed pursuant to a consent order or final adjudication within 30 days of such consent order or final adjudication may result in the termination of this agreement without further opportunity to settle or cure the violations.

5. The ESSTA is briefly summarized below for the convenience of the Contractor. The Contractor is advised to review the ESSTA and the DCWP Rules in their entirety. The Contractor may go to www.nyc.gov/PaidSickLeave for resources for employers, such as Frequently Asked Questions, timekeeping tools and model forms, and an event calendar of upcoming presentations and webinars at which the Contractor can get more information about how to comply with the ESSTA and the DCWP Rules. The Contractor acknowledges that it is responsible for compliance with the ESSTA and the DCWP Rules notwithstanding any inconsistent language contained herein.

B. *Pursuant to the ESSTA and DCWP Rules: Applicability, Accrual, and Use.*

1. An employee who works within the City must be provided paid safe and sick time.¹ Employers with one hundred or more employees are required to provide 56 hours of safe and sick time for an employee each calendar year. Employers with fewer than one hundred employees are required to provide 40 hours of sick leave each calendar year. Employers must provide a minimum of one hour of safe and sick time for every 30 hours worked by an employee and compensation for such safe and sick time must be provided at the greater of the employee's regular hourly rate or the minimum wage at the time the paid safe or sick time is taken. Employers are not discouraged or prohibited from providing more generous safe and sick time policies than what the ESSTA requires.

2. Employees have the right to determine how much safe and sick time they will use, provided that an employer may set a reasonable minimum increment for the use of safe and sick time not to exceed four hours per day. For the use of safe time or sick time beyond the set minimum increment, an employer may set fixed periods of up to thirty minutes beyond the minimum increment. In addition, an employee may carry over up to 40 or 56 hours of unused safe and sick time to the following calendar year, provided that no employer is required to carry over unused paid safe and sick time if the employee is paid for such unused safe and sick time and the employer provides the employee with at least the legally required amount of paid safe and sick time for such employee for the immediately subsequent calendar year on the first day of such calendar year.

3. An employee entitled to safe and sick time pursuant to the ESSTA may use safe and sick time for any of the following:

a. such employee's mental illness, physical illness, injury, or health condition or the care of such illness, injury, or condition or such employee's need for medical diagnosis or preventive medical care;

b. such employee's care of a family member (an employee's child, spouse, domestic partner, parent, sibling, grandchild, or grandparent, the child or parent of an employee's spouse or domestic partner, any other individual related by blood to the employee, and any other individual whose close association with the employee is the equivalent of a family relationship) who has a mental illness, physical illness, injury or health condition or who has a need for medical diagnosis or preventive medical care;

¹ Pursuant to the ESSTA, if fewer than five employees work for the same employer, and the employer had a net income of less than one million dollars during the previous tax year, such employer has the option of providing such employees uncompensated safe and sick time.

c. closure of such employee's place of business by order of a public official due to a public health emergency;

d. such employee's need to care for a child whose school or childcare provider has been closed due to a public health emergency; or

e. when the employee or a family member has been the victim of a family offense matter, sexual offense, stalking, or human trafficking:

1. to obtain services from a domestic violence shelter, rape crisis center, or other shelter or services program for relief from a family offense matter, sexual offense, stalking, or human trafficking;
2. to participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or employee's family members from future family offense matters, sexual offenses, stalking, or human trafficking;
3. to meet with a civil attorney or other social service provider to obtain information and advice on, and prepare for or participate in any criminal or civil proceeding, including but not limited to, matters related to a family offense matter, sexual offense, stalking, human trafficking, custody, visitation, matrimonial issues, orders of protection, immigration, housing, discrimination in employment, housing or consumer credit;
4. to file a complaint or domestic incident report with law enforcement;
5. to meet with a district attorney's office;
6. to enroll children in a new school; or
7. to take other actions necessary to maintain, improve, or restore the physical, psychological, or economic, health or safety of the employee or the employee's family member or to protect those who associate or work with the employee.

4. An employer must not require an employee, as a condition of taking safe and sick time, to search for a replacement. However, where the employee's need for safe and sick time is foreseeable, an employer may require an employee to provide reasonable notice of the need to use safe and sick time. For an absence of more than three consecutive work days, an employer may require reasonable documentation that the use of safe and sick time was needed for a reason listed in Admin. Code § 20-914; and/or written confirmation that an employee used safe and sick time pursuant to the ESSTA. However, an employer may not require documentation specifying the nature of a medical condition, require disclosure of the details of a medical condition, or require disclosure of the details of a family offense matter, sexual offense, stalking, or human trafficking, as a condition of providing safe and sick time. Health information and information concerning family offenses, sexual offenses, stalking or human trafficking obtained solely due to an

employee's use of safe and sick time pursuant to the ESSTA must be treated by the employer as confidential. An employer must reimburse an employee for all reasonable costs or expenses incurred in obtaining such documentation for the employer.

5. An employer must provide to all employees a written policy explaining its method of calculating sick time, policies regarding the use of safe and sick time (including any permissible discretionary conditions on use), and policies regarding carry-over of unused time at the end of the year, among other topics. It must provide the policy to employees using a delivery method that reasonably ensures that employees receive the policy. If such employer has not provided its written policy, it may not deny safe and sick time to an employee because of non-compliance with such a policy.

6. An employer must provide a pay statement or other form of written documentation that informs the employee of the amount of safe/sick time accrued and used during the relevant pay period and the total balance of the employee's accrued safe/sick time available for use.

7. Safe and sick time to which an employee is entitled must be paid no later than the payday for the next regular payroll period beginning after the safe and sick time was used.

C. *Exemptions and Exceptions.* Notwithstanding the above, the ESSTA does not apply to any of the following:

1. an independent contractor who does not meet the definition of employee under N.Y. Labor Law § 190(2);

2. an employee covered by a valid collective bargaining agreement, if the provisions of the ESSTA are expressly waived in such agreement and such agreement provides a benefit comparable to that provided by the ESSTA for such employee;

3. an audiologist, occupational therapist, physical therapist, or speech language pathologist who is licensed by the New York State Department of Education and who calls in for work assignments at will, determines their own schedule, has the ability to reject or accept any assignment referred to them, and is paid an average hourly wage that is at least four times the federal minimum wage;

4. an employee in a work study program under Section 2753 of Chapter 42 of the United States Code;

5. an employee whose work is compensated by a qualified scholarship program as that term is defined in the Internal Revenue Code, Section 117 of Chapter 20 of the United States Code; or

6. a participant in a Work Experience Program (WEP) under N.Y. Social Services Law § 336-c.

D. *Retaliation Prohibited.* An employer shall not take any adverse action against an employee that penalizes the employee for, or is reasonably likely to deter the employee from or interfere with the employee exercising or attempting in good faith to exercise any right provided by the ESSTA. In addition, an employer shall not interfere with any investigation, proceeding, or hearing pursuant to the ESSTA.

E. *Notice of Rights.*

1. An employer must provide its employees with written notice of their rights pursuant to the ESSTA. Such notice must be in English and the primary language spoken by an employee, provided that DCWP has made available a translation into such language. Downloadable notices are available on DCWP's website at <https://www1.nyc.gov/site/dca/about/Paid-Safe-Sick-Leave-Notice-of-Employee-Rights.page>. The notice must be provided to the employees by a method that reasonably ensures personal receipt by the employee.

2. Any person or entity that willfully violates these notice requirements is subject to a civil penalty in an amount not to exceed \$50.00 for each employee who was not given appropriate notice.

F. *Records.* An employer must retain records documenting its compliance with the ESSTA for a period of at least three years, and must allow DCWP to access such records in furtherance of an investigation related to an alleged violation of the ESSTA.

G. *Enforcement and Penalties.*

1. Upon receiving a complaint alleging a violation of the ESSTA, DCWP must investigate such complaint. DCWP may also open an investigation to determine compliance with the ESSTA on its own initiative. Upon notification of a complaint or an investigation by DCWP, the employer must provide DCWP with a written response and any such other information as DCWP may request. If DCWP believes that a violation of the ESSTA has occurred, it has the right to issue a notice of violation to the employer.

2. DCWP has the power to grant an employee or former employee all appropriate relief as set forth in Admin. Code § 20-924(d). Such relief may include, but is not limited to, treble damages for the wages that should have been paid; statutory damages for unlawful retaliation; and damages, including statutory damages, full compensation for wages and benefits lost, and reinstatement, for unlawful discharge. In addition, DCWP may impose on an employer found to have violated the ESSTA civil penalties not to exceed \$500.00 for a first violation, \$750.00 for a second violation within two years of the first violation, and \$1,000.00 for each succeeding violation within two years of the previous violation. When an employer has a policy or practice of not providing or refusing to allow the use of safe and sick time to its employees, DCWP may seek penalties and relief on a per employee basis.

3. Pursuant to Admin. Code § 20-924.2, (a) where reasonable cause exists to believe that an employer is engaged in a pattern or practice of violations of the ESSTA, the Corporation Counsel may commence a civil action on behalf of the City in a court of competent jurisdiction by filing a complaint setting forth facts relating to such pattern or practice and requesting relief, which may include injunctive relief, civil penalties and any other appropriate relief. Nothing in § 20-924.2 prohibits DCWP from exercising its authority under section 20-924 or the Charter, provided that a civil action pursuant to § 20-924.2 shall not have previously been commenced.

H. *More Generous Policies and Other Legal Requirements.* Nothing in the ESSTA is intended to discourage, prohibit, diminish, or impair the adoption or retention of a more generous safe and sick time policy, or the obligation of an employer to comply with any contract, collective bargaining agreement, employment benefit plan or other agreement providing more generous safe and sick time. The ESSTA provides minimum requirements pertaining to safe and sick time and does not preempt, limit, or otherwise affect the applicability of any other law, regulation, rule, requirement, policy or standard that provides for greater accrual or use by employees of safe and sick leave or time, whether paid or unpaid, or that extends other protections to employees. The ESSTA may not be construed as creating or imposing any requirement in conflict with any federal or state law, rule or regulation.

**Addendum to Appendix A
(Attached Separately)**

HEALTH SERVICES ADDENDUM LIST OF EXCLUDED INDIVIDUALS/ENTITIES

The CONTRACTOR hereby acknowledges that the United States Office of the Inspector General ("OIG") has developed the "Exclusionary Rule" which prohibits payment by Federal health care programs for items or services furnished by persons and entities who or which have been excluded from participation in Federal health care programs, including, without limitation, MEDICAID, and that the OIG of the Department of Health and Human Services has developed a List of excluded Individuals/Entities that provide information to the health care industry, patients and the public, regarding individuals and entities currently excluded from participation in Medicare, Medicaid and all other Federal health care programs. A similar exclusionary list database has been developed by the New York State Office of the Medicaid Inspector.

The CONTRACTOR represents and warrants that neither it nor any of its employees, CONTRACTORS, contractors, subcontractors or agents (collectively, the "Providers"), who or which provide items or services under this Agreement is excluded, suspended or debarred from participation in any federal or state health care program or federally funded contracts and that the Providers and their employees, agents, CONTRACTORS and contractors possess all licenses required by law to perform such services.

The CONTRACTOR shall, prior to performing services pursuant to this Agreement, and periodically thereafter during the term of this Agreement, conduct searches before engaging the services of all proposed Providers to identify and exclude from participation all individuals and entities who or which have been excluded from participation in Federal health care programs. Such searches shall include searches through various federal and state sanction and exclusion databases, including, without limitation, the Federal Exclusions Database and searches offered through the Fraud section of the New York State Office of the Medicaid Inspector General in its List of Excluded Individuals/Entities ("LEIE"), and all successor websites, and after the CONTRACTOR's initial search for all persons or entities prior to the commencement of their provision of medical services the CONTRACTOR shall update its inquiries not less often than monthly. See the following databases:

<https://www.omig.ny.gov/fraud/medicaid-exclusions>
<http://exclusions.oig.hhs.gov/>

In addition, before any new medical services provider performs medical services or provides items, such exclusionary searches of the new medical services provider shall also be conducted.

CONTRACTOR agrees to immediately inform DOHMH in writing as soon as it is aware that it or any of its employees, agents, or contractors providing items or services under this Agreement, or under any subcontractor agreement with one or more medical Providers, are subject to the imposition of any such sanctions or exclusion, or if any investigation or proceeding is instituted against a Provider that may result in such sanctions or exclusion.

The requirements set forth in this Addendum are material provisions of this Agreement and failure to comply with the provisions contained herein are cause for immediate termination by DOHMH in the event CONTRACTOR, or any of its employees, agents, CONTRACTORS, contractors or subcontractors, or their employees are listed on any federal or state sanction/exclusion list as being subject to sanctions or exclusion.

TO: BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER

Your Committee recommends the adoption of “A Local Law amending Chapter 813 of the Laws of Westchester County relating to road construction.”

Your Committee is aware that Section 813.01 of the Laws of Westchester County (LWC) provide “for the protection, reconstruction, maintenance or restoration of any county road or portion thereon and for the protection of the traveling public.” In regards to road construction and maintenance, the Laws of Westchester County require that any “person, firm, corporation, improvement district or municipality” (or permittee) performing work on a County road or a portion thereof obtain a permit from the Commissioner of the Department of Public Works and Transportation. Generally, the permit requires that, when a contractor does excavation, the restoration or replacement of pavement must be slightly larger than the piece or section removed, but does not specifically require curb to curb replacement. Currently, Section 813.51(11) of the LWC provides that:

- The new replacement must be . . . at least two feet in all directions from the excavated area and must be at least ten feet long as measured along the longitudinal and transverse lines of the pavement;
- Where the replacement is less than ten feet from an expansion joint, the replacement shall be extended to the joint and/or construction joint;
- Where longitudinal trenches have been made in concrete pavements, the entire panel shall be replaced; and
- The permittee shall replace or restore satisfactorily to the Commissioner of Public Works and Transportation any pavement or other structure which may have been damaged

damaged during the progress of the work for which the permit was issued, even though such pavement or structure was not proposed to be disturbed at the time of the granting of the permit.

Your Committee notes that the current law allows for spot repaving of small areas, by concrete slab or other type of pavement, but only requires curb-to-curb replacement when excavation covers a substantial part of the street and does not specify the time in which the restoration or replacement must occur. Several municipalities, however, have laws that require replacing pavement from curb to curb, when the excavation meets much smaller thresholds.

Your Committee is informed that the City of Yonkers requires the replacement of pavement from curb to curb if there are multiple patches and the area of disturbance or excavation exceeds 10 percent of the road. The Village of Bronxville requires the replacement of the entire street from curb to curb where there are multiple patches and the area of disturbance exceeds 20 percent of the street. Both the Village of Dobbs Ferry and the Village of Rye Brook require curb to curb replacement where a patch “is within 18 inches of the curb or pavement edge.” The Village of Croton on Hudson goes even further and requires full curb to curb replacement of any roadway that has been paved within the last three years.



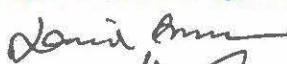

Your Committee further notes that, similar to the aforementioned municipalities, the proposed amendments to Chapter 813 of the LWC would require curb to curb replacement of pavement depending on the size of the excavation. Expanding the circumstances under which curb to curb replacement of pavement is required would prevent spot repaving, which can be an eye sore to a neighborhood or area—especially on a street that has been recently repaved. Moreover, curb to curb replacement can prevent rutting and erosion from water seepage into surface cracks, is more aesthetically acceptable, and can be more cost effective over time. Additionally, incorporating a period

within which pavement restoration or replacement must occur, such as 60 days unless otherwise directed by the Commissioner, will ensure that the work is done in a timely manner.

Your Committee is further informed that the proposed amendments do not meet the definition of an action under New York State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617. Please refer to the memorandum from the Department of Planning dated January 8, 2024, which is on file with the Clerk of the Board of Legislators.

Your Committee recommends adoption of this Local Law.

Dated: October 7, 2024
White Plains, New York


Margaret A. Cio

Colin D. Smith

David B. Smith

Tedat Gashu


James B. Smith

Nancy D. Smith

Tedat Gashu

jsw-9-17-24

COMMITTEE ON
Legislation Public Works & Transportation

FISCAL IMPACT STATEMENT

SUBJECT: Section 813.41 of the Laws of Westchester County: Road Construction ☒ NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

To be completed by submitting department and approved by Budget

SECTION A - FUND

☐

GENERAL FUND

☐

AIRPORT FUND

☐

SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense \$ N/A

Total Current Year Revenue \$ N/A

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

Identify Accounts: _____

Potential Related Operating Budget Expenses: Annual Amount N/A

Describe: A local law amending Chapter 813 of the Laws of Westchester County relating to road construction.

Potential Related Operating Budget Revenues: Annual Amount N/A

Describe: _____

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

Current Year: _____

Next Four Years: _____

Prepared by: Christina Rampata

Title: Deputy Budget Director

Department: Budget Department

Date: 9/20/24

Approved By: 

Budget Director

Date: 9/20/24

LOCAL LAW INTRO. NO. 2024

A LOCAL LAW amending Chapter 813 of the Laws of Westchester County relating to road construction.

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

Section 1. Subsection 4 of Section 813.41 of the Laws of Westchester County is hereby amended as follows:

All permits issued shall contain among other things the following terms, agreements, covenants and conditions:

4. The work authorized by the permit shall be done to the complete satisfaction of the commissioner. In replacement of pavements, the standard County specifications therefor shall be followed as more particularly set forth in section 813.51 hereof. The permanent replacement of pavement shall be completed within sixty (60) days of the completion of work which requires the excavation of any county road or portion thereof, unless otherwise directed by the Commissioner.

Section 2. Subsection 11(a) of Section 813.51 of the Laws of Westchester County is hereby amended as follows:

11. At such times as directed by the commissioner, the permanent replacement of pavement shall be made under the supervision and inspection of the commissioner, as follows:
 - a. Concrete pavements. Pavement removal in areas of restoration shall be accomplished by saw cutting. Alternative methods may be used only with the expressed permission of the Commissioner. Pavement removal shall be done in such manner as to prevent cracking or damaging the abutting pavement.

The restoration of such pavement shall be made on a prepared subgrade with reinforced concrete ~~nine inches thick of matching thickness of existing concrete, using trans-mixed, air-entrained concrete of either Class C or Class F composition~~ an approved performance engineered mix (PEM) design from a New York State Department of Transportation approved concrete batching plant.

In any event, the new replacement must be set upon undisturbed subgrade for at least two feet in all directions from the excavated area and must be at least ten feet long as measured along either the longitudinal and or transverse lines of the pavement. Where the replacement is less than ten feet from an expansion or construction joint, the replacement shall be extended to the expansion joint and/or construction joint. The following general guidelines for pavement slab replacement shall apply:

- i. Where longitudinal trenches have been made in concrete pavements, the entire panel shall be replaced.
- ii. Where the replacement is within a prior replacement, the entire prior replacement shall be removed and replaced as determined by the Commissioner.
- iii. Where the replacement is within 18 inches or less of the curb or pavement edge, the replacement shall be extended to the curb or, where no curb exists, to the pavement edge.
- iv. Where the replacement exceeds 25 feet in length, the replacement shall be extended from curb to curb or, where no curb exists, from pavement edge to pavement edge in such a manner as required by the Commissioner.
- v. Where there are multiple replacements and the area of disturbance exceeds 10 percent of the total area of a road, then the entire road shall be replaced or resurfaced in a manner and with materials as determined by the Commissioner.

vi. In removing portions of reinforced concrete, care shall be taken not to remove all the reinforcing material. New reinforcing shall be carefully tied and bonded to old reinforcing material when making restorations. Reinforcement shall be ~~three-eighths-inch bars, spaced 14 inches in each direction, or six-by-six, No. 6 reinforcing mesh. In lieu of steel reinforcement, an additional two inches of concrete may be substituted to attain an 11-inch overall thickness of restored pavement.~~ match existing type and spacing.

vii. Approved premolded expansion joints shall be inserted where directed by the Commissioner, and all construction joints shall be ~~poured~~ filled with an acceptable asphaltic material.

~~Immediately after the finishing operations have been completed, the entire surface of the newly placed concrete shall be covered and cured in accordance with one of the following methods:~~

~~i. Impervious membrane or curing spray compound.~~

~~ii. Waterproof blankets.~~

~~iii. Polyethylene covers.~~

~~iv. Quilted covers.~~

~~and cured for a minimum period of four days.~~

~~On termination of the required curing period, the applicant shall complete the restoration of pavement by applying an anti-spalling compound to all exposed cement concrete areas which first shall be dried and swept or air-blasted free of all dirt and debris. Either a linseed antispalling compound or a silicone antispalling compound may be used for this purpose. The anti-spalling compound shall be applied in full compliance with departmental standards and specifications. All material requirements and construction procedures shall~~

conform to the NYSDOT standards and specifications in effect at the time the permit is issued.

Section 3. Effective Date. This Local Law shall take effect thirty (30) days after enactment.

jsw-9-17-2024

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

Your Committee is in receipt of a communication from the County Executive recommending the adoption of an Act in order to amend the reverter clause contained in the County Declaration of Restrictive Covenants ("DRC") dated August 30, 2004.

Your Committee is advised that on, 2004, your Honorable Board enacted legislation in connection with "Capital Project BPL10 – New Homes Land Acquisition" to finance the acquisition of the development site and enacted legislation in connection with "Capital Project BPL1A – Housing Implementation Fund" to finance infrastructure improvements in support of the construction of four (4) buildings (the "Development") with one hundred three (103) affordable rental units that will affirmatively further fair housing (the "Affordable AFFH Units") at 2500 Jacob's Hill Road in the Town of Cortlandt (the "Property"). Of the one hundred three (103) Affordable AFFH Units, eighty-one (81) are available to eligible senior households age 55 and over that earn at or below sixty percent (60%) of the Westchester County area median income ("AMI"), and the remaining twenty-one (21) Affordable AFFH Units are available to households that earn up to fifty percent (50%) of AMI, all to remain affordable for a period of not less than forty (40) years. One unit is an employee unit.

In particular, your Honorable Board approved Bond Act No. 152-2004 which authorized the issuance of bonds of the County of Westchester ("County") in an amount not-to-exceed \$1,155,000 as part of Capital Project BPL1A to finance the Infrastructure Improvements; and Act No. 150-2004 which authorized the County to enter into an Inter-Municipal Developer Agreement (the "IMDA") with the Town of Cortlandt (the "Town"), WB Jacob's Hill Associates, LLC , its successors or assigns ("collectively the "Developer"). Lastly, your Honorable Board also approved Act 151-2004 for a Capital Budget Amendment to modify BPL1A to include this location.

Your Committee is advised that in addition to the County funds, the Development was originally financed through the award and allocation of 9% Low Income Housing Tax Credits from New York State Housing and Community Renewal ("HCR") along with subsidy funding from HCR. The Development, per the recorded Declaration of Restrictive Covenants ("DRC"), is to remain affordable for 40 years. Presently, the Development is roughly halfway through the affordability period. It is the intent of the Development's owner to seek an extension of the

affordability period when it seeks recapitalization of the Development through HCR at the end of the affordability period which will include rehabilitation.

Planning has further advised that Developer have requested that the reverter clause, found in the County DRC be removed. At the time when this Development closed, it was commonplace for the County DRC to include a reverter clause. In the event of non-compliance with the DRC's restrictions, this clause, would result in the property ownership reverting to the County. This poses significant risk to lenders who could see their liens disappear should the County enforce the reverter clause. When this Development closed along with others in the late 1990's and early 2000's, the County placed reverters on a few developments before the realization that the reverter clause created issues for the developments to seek financing. In the case of this Development, the owner is seeking to refinance the existing debt with a new loan through a Federal National Mortgage Association ("Fannie Mae") or Federal Home Loan Mortgage Corporation ("Freddie Mac") execution. Like most lenders, Freddie Mac and Fannie Mae will not permit the existence of a reverter clause. With this clause in the current DRC, the refinancing is unable to occur, causing potential harm to the ownership as they might not be able to repay the existing loan prior to its maturity.

Therefore, Planning has requested that your Honorable Board authorize an amendment to the County DRC to remove the reverter clause. so that the Development can successfully pursue a refinancing. In consideration of the removal of this clause, the Developer has agreed to extend the period of affordability from 40 years to 50 years. All other terms and conditions of the County DRC will remain in full force and effect.

Your Committee is further advised that Planning has noted that the Declaration of Restrictive Covenants dated August 30, 2004, and filed in the Westchester County Clerk's Office which requires that all of the Affordable AFFH Units will remain affordable for a term of not less than forty (40) years, will also be amended to reflect the aforesaid deletion of the reverter clause and the extension of the affordability period to 50 years.

Your Committee is also advised that on June 2, 2004, the Westchester County Planning Board (the "Planning Board") adopted Resolutions No. 2004-17 and No. 2004-20 (the "Planning Board Resolutions") to recommend funding to finance the acquisition and

conveyance along with the and Infrastructure Improvements for the Development. Because no material change to the Development is contemplated by the proposed amendment to the DRC, the Planning Board Resolutions remain in full force and effect. However, it should be noted that the Planning Board was apprised of the proposed amendment as an information item at its September 4, 2024 meeting. The Planning Board Resolutions and information item are annexed hereto for your Honorable Board's review.

As your Honorable Board is aware, no action may be taken with regard to the proposed legislation until the requirements of the State Environmental Quality Review Act ("SEQRA") have been met. Planning has advised that County's action merely involves the amendment of the Declaration of Restrictive Covenants to remove the reverter clause to facilitate the extension of the affordability period of the existing units and there is no physical change to the project itself, with respect to the State Environmental Quality Review (SEQR) Act, this does not constitute an action as defined in section 617.2(b) of 6NYCRR Part 617. As such, no environmental review is required and the original environmental review remains valid.

After careful review, your Committee believes that the Act is in the best interest of the County and therefore recommends its adoption, noting that it requires no more than an affirmative vote of the majority of your Honorable Board.

Dated: October 16th, 2024
White Plains, New York

James Zeller John
Miller
John
John
Mano
Vedat Fadi
COMMITTEE ON

Miller
James Zeller John
John
Vedat Fadi

c/dlv 10-16-24

Budget & Appropriations

Housing & Planning

Dated: October 16, 2024
White Plains, New York

The following members attended the meeting remotely and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below.

Committee(s) on:

**BUDGET & APPROPRIATIONS
COMMITTEE**



**HOUSING & PLANNING
COMMITTEE**



FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: BPL1A

☒ **NO FISCAL IMPACT PROJECTED**

SECTION A - CAPITAL BUDGET IMPACT

To Be Completed by Budget

☐ **GENERAL FUND**

☐ **AIRPORT FUND**

☐ **SPECIAL DISTRICTS FUND**

Source of County Funds (check one):

☐ **Current Appropriations**

☐ **Capital Budget Amendment**

2500 Jacob's Hill Rd, Tn of Cortlandt amend to remove reverter clause in DRC

SECTION B - BONDING AUTHORIZATIONS

To Be Completed by Finance

Total Principal

PPU

Anticipated Interest Rate

Anticipated Annual Cost (Principal and Interest):

Total Debt Service (Annual Cost x Term):

\$ -

Finance Department:

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

To Be Completed by Submitting Department and Reviewed by Budget

Potential Related Expenses (Annual):

\$ -

Potential Related Revenues (Annual):

\$ -

Anticipated savings to County and/or impact of department operations

(describe in detail for current and next four years):

SECTION D - EMPLOYMENT

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

Number of Full Time Equivalent (FTE) Jobs Funded:

n/a

Prepared by: Dianne Vanadia

Title: Associate Budget Director

Department: Budget

Date: 9/18/24

Reviewed By:

*DV 9/18/24
@ 9/19/24*

Date:

Budget Director

9/19/24

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: BPL10

☒ NO FISCAL IMPACT PROJECTED

SECTION A - CAPITAL BUDGET IMPACT

To Be Completed by Budget

☐ GENERAL FUND

☐ AIRPORT FUND

☐ SPECIAL DISTRICTS FUND

Source of County Funds (check one):

☐ Current Appropriations

☐ Capital Budget Amendment

2500 Jacob's Hill Rd, Tn of Cortlandt amend to remove reverter clause in DRC

SECTION B - BONDING AUTHORIZATIONS

To Be Completed by Finance

Total Principal

PPU

Anticipated Interest Rate

Anticipated Annual Cost (Principal and Interest):

Total Debt Service (Annual Cost x Term):

\$ -

Finance Department:

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

To Be Completed by Submitting Department and Reviewed by Budget

Potential Related Expenses (Annual): \$ -

Potential Related Revenues (Annual): \$ -

Anticipated savings to County and/or impact of department operations

(describe in detail for current and next four years):

SECTION D - EMPLOYMENT

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

Number of Full Time Equivalent (FTE) Jobs Funded: n/a

Prepared by: Dianne Vanadia

Title: Associate Budget Director

Department: Budget

Date: 9/18/24

Reviewed By:


Dianne Vanadia
9/19/24
@9/19/24

Date:

Budget Director

9/19/24

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

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

DATE: September 12, 2024

SUBJECT: **SEQR DOCUMENTATION FOR AMENDMENT OF RESTRICTIVE
COVENANTS – JACOB'S HILL ROAD, CORTLANDT**

Pursuant to your request for an environmental review of the above referenced action, the Planning Department has determined that no environmental review is necessary.

The property involves a four buildings including over one hundred affordable housing units located at Jacob's Hill Road in Cortlandt, constructed with financial assistance from multiple sources, including the County's New Homes Land Acquisition Fund and Housing Implementation Fund, to facilitate affordable housing. The Town of Cortlandt declared itself Lead Agency for the original construction and conducted a coordinated review. As an involved agency, the County adopted a Findings Statement in 2004. The owner of the development now seeks to extend the affordability period and remove the reverter clause contained in the Declaration of Restrictive Covenants, because such clauses restrict the ability to secure the federal funding the owner is seeking to extend the affordability period.

Since the County's action merely involves the amendment of the Declaration of Restrictive Covenants to remove the reverter clause to facilitate the extension of the affordability period of the existing units and there is no physical change to the project itself, with respect to the State Environmental Quality Review (SEQR) Act, this does not constitute an action as defined in section 617.2(b) of 6NYCRR Part 617. As such, no environmental review is required and the original environmental review remains valid.

cc: Blanca P. Lopez, Commissioner
Claudia Maxwell, Principal Environmental Planner

To: Honorable Members of the Westchester County Planning Board

From: Blanca P. Lopez
Commissioner
Department of Planning

Leonard Gruenfeld
Program Director– Community Development
Department of Planning

Re: **No-Action Memo to the Planning Board**
Jacobs Hill Apartments - Removal of Restrictive Covenant Reverter Clause

Date: August 28, 2024

Jacobs Hill Apartments (the “Development”) in the Town of Cortlandt was assisted by the County of Westchester through both the New Homes Land Acquisition (“NHLA”) and the Housing Implementation Fund (“HIF”) and currently provides 103 units of affordable housing for seniors including one unit for an employee. The Development was completed in 2006 and includes 81 one-bedroom and 22 two-bedrooms units in four buildings with parking and amenities.

At the time when this Development closed, it was commonplace for the County to include a reverter clause in the Declaration of Restrictive Covenants (“DRC”). In the event of non-compliance with the DRC’s restrictions, this clause would result in the property ownership reverting to the County. This poses significant risk to lenders who could see their liens disappear should the County enforce the reverter clause.

In the case of this Development, the owner is seeking to refinance the existing debt with a new loan through a Federal National Mortgage Association (“Fannie Mac”) or Federal Home Loan Mortgage Corporation (“Freddie Mac”) execution. Like most lenders, Freddie Mac and Fannie Mac will not permit the existence of a reverter clause. With this clause in the current DRC, the refinancing is unable to occur, causing potential harm to the ownership as they might not be able to repay the existing loan prior to its maturity.

Therefore, the County will proceed, with Board of Legislators approval, to amend the existing DRC to remove this clause so that the refinancing can occur. This will bring the DRC for the Development in line with other current County developments.

AN ACT authorizing the County of Westchester to enter into an amendment to the County Declaration of Restrictive Covenants for one hundred three affordable rental units located at 2500 Jacob's Hill Road, in order to delete the reverter clause and extend the period of affordability from 40 years to 50 years.

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

Section 1. The County of Westchester (the "County") is hereby authorized to enter into an amendment to a County Declaration of Restrictive Covenants (the "DRC"), dated August 30, 2004, and previously authorized on July 12, 2004, by Acts No. 148-2004 and 150-2004, in order to delete the reverter clause as contained in the DRC and extend the period of affordability from 40 years to 50 years.

§2. All of the remaining terms and conditions of the DRC, except as amended and ratified herein, shall remain in full force and effect.

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

§4. This Act shall take effect immediately.

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

Your Committee is in receipt of an amended and restated bond act (the “Amended Bond Act”) which, if adopted, would authorize the County of Westchester (the “County”) to issue additional bonds in the amount of \$3,495,000.00. The Amended Bond Act, which was prepared by the law firm of Hawkins Delafield & Wood LLP, will finance the construction component of Capital Project RB03I – Tuckahoe Road Bridge Over Bronx River, Yonkers and Tuckahoe (“RB03I”).

The Amended Bond Act, in the total amount of \$3,775,000.00, which includes \$280,000.00 in previously authorized bonds of the County, would finance the cost of construction and construction management associated with the rehabilitation of the bridge on Tuckahoe Road over the Bronx River, including the removal and replacement of the pavement, fill, sidewalk and waterproofing membrane and related work. Deteriorated concrete on the structure will be removed and replaced. Erosion and scour problems will be addressed with rip-rap and bioremediation along the banks. Stone facing will be repaired and repointed. The presence of a high voltage line (NYPA) on the bridge will require additional work and coordination to shut down power, expose, support and protect this line during construction.

Design is currently underway using outside consultants and is expected to be completed by the fourth quarter of 2024. It is anticipated that construction will take approximately eighteen (18) months to complete and will begin after award and execution of the construction contracts.

Your Committee notes that this Honorable Board has previously authorized the County to issue bonds in connection with the following component of project RB03I: Bond Act No. 43-2015, in the amount of \$280,000.00, to finance the design portion of this project, which remains unissued. Authority of your Honorable Board is now requested to amend and restate Bond Act No. 43-2015 to increase the initial amount authorized thereunder by \$3,495,000.00, for a new total authorized amount, as amended, of \$3,775,000.00, to revise the scope of Bond Act No. 43-2015 to include

work associated with the construction phase of the project, and to increase the period of probable usefulness of said bonds from five (5) to twenty (20) years.

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

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

Dated: October 16th, 2024.

White Plains, New York

Henry Z. Johnson
hjr
Smith
Jo O
Manay Ban
k/cm/9.26.2024
Vedat Fadli

hjr
Henry Z. Johnson
Smith
Jo O
Manay Ban

Budget & Appropriations

Public Works & Transportation

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: RB03I

☐ NO FISCAL IMPACT PROJECTED

SECTION A - CAPITAL BUDGET IMPACT

To Be Completed by Budget

☒ GENERAL FUND

☐ AIRPORT FUND

☐ SPECIAL DISTRICTS FUND

Source of County Funds (check one):

☒ Current Appropriations

☐ Capital Budget Amendment

SECTION B - BONDING AUTHORIZATIONS

To Be Completed by Finance

Total Principal \$ 3,775,000 PPU 20 Anticipated Interest Rate 2.98%

Anticipated Annual Cost (Principal and Interest): \$ 250,577

Total Debt Service (Annual Cost x Term): \$ 5,011,535

Finance Department: maab 9-27-24

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

To Be Completed by Submitting Department and Reviewed by Budget

Potential Related Expenses (Annual): \$ -

Potential Related Revenues (Annual): \$ -

Anticipated savings to County and/or impact of department operations

(describe in detail for current and next four years):

SECTION D - EMPLOYMENT

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

Number of Full Time Equivalent (FTE) Jobs Funded: 41

Prepared by: Dianne Vanadia

Title: Associate Budget Director

Department: Budget

Date: 9/27/24

Reviewed By: 

DAV/27/24
@ 9/27/24

Date:

Budget Director

9/27/24

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

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



DATE: September 25, 2024

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT:
RB03I TUCKAHOE ROAD BRIDGE OVER BRONX RIVER, YONKERS
AND TUCKAHOE (BIN 3364940)**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on
09-04-2024 (Unique ID: 2632)

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

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

COMMENTS: Rip-rap and bioremediation will be limited to the immediate area around the bridge.

DSK/cnm

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

ACT NO. -20_____

BOND ACT OF THE COUNTY OF WESTCHESTER, NEW YORK, AMENDING THE BOND ACT ADOPTED MARCH 23, 2015, IN RELATION TO THE REHABILITATION OF THE TUCKAHOE ROAD BRIDGE OVER THE BRONX RIVER, AT THE MAXIMUM ESTIMATED COST OF \$3,775,000. (Adopted _____, 20_____).

WHEREAS, this Board has heretofore duly authorized the issuance of \$280,000 bonds to finance the cost of preparation of surveys, preliminary and detailed plans, specifications and estimates necessary for planning the rehabilitation of the Tuckahoe Road Bridge over the Bronx River, pursuant to Act No. 43-2015 duly adopted on March 23, 2015; and

WHEREAS, it is now appropriate to authorize such improvements, and it is necessary to increase the amount of bonds to be issued and the appropriation for such project for estimated cost of such improvement;

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

Section (A). The bond act duly adopted by this Board on March 23, 2015, entitled:

“ACT NO. 43-2015

BOND ACT AUTHORIZING THE ISSUANCE OF \$280,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE

COST OF PREPARATION OF SURVEYS, PRELIMINARY AND DETAILED PLANS, SPECIFICATIONS AND ESTIMATES NECESSARY FOR PLANNING THE REHABILITATION OF THE TUCKAHOE ROAD BRIDGE OVER THE BRONX RIVER; STATING THE ESTIMATED TOTAL COST THEREOF IS \$280,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$280,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS.”

is hereby amended to read as follows:

BOND ACT AUTHORIZING THE ISSUANCE OF \$3,775,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE REHABILITATION OF THE TUCKAHOE ROAD BRIDGE OVER THE BRONX RIVER, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$3,775,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$3,775,000 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; \$3,775,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the planning, construction and

construction management in connection with the rehabilitation of the Tuckahoe Road Bridge over the Bronx River, including the removal and replacement of pavement, fill, sidewalks, and waterproofing membrane and related work, removal and replacement of deteriorated concrete on the structure, addressing of erosion and scour problems with rip-rap and bioremediation along the banks, repair and repoint of stone facing, and additional work and coordination to shut down power, expose, support, and protect the NYPA high voltage line on the bridge during construction, 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 \$3,775,000. The plan of financing includes the issuance of \$3,775,000 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 \$3,775,000 bonds authorized by this Act are to be issued, within the limitations of Section 11.00 a. 10 of the Law, is twenty (20) years;

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

\$3,775,000. 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 \$3,775,000 as the estimated maximum cost of the aforesaid specific object or purpose is hereby approved.

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

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

appropriation for (a) the amortization and redemption of the notes and bonds to mature in such year and (b) the payment of interest to be due and payable in such year.

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

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

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

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

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

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

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

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

* * *

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

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

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

(SEAL)

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

LEGAL NOTICE

A Bond Act, a summary of which is published herewith, has been adopted by the Board of Legislators on March 23, 2015 and amended on _____, 20____ and approved, as amended, by the County Executive on _____, 20____ and the validity of the obligations authorized by such Bond Act may be hereafter contested only if such obligations were authorized for an object or purpose for which the County of Westchester, in the State of New York, is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this Notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the publication of this Notice, or such obligations were authorized in violation of the provisions of the Constitution.

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

ACT NO. _____-20_____

BOND ACT AUTHORIZING THE ISSUANCE OF \$3,775,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE REHABILITATION OF THE TUCKAHOE ROAD BRIDGE OVER THE BRONX RIVER, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$3,775,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$3,775,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (adopted on March 23, 2015 and amended on _____, 20____)

object or purpose: to finance the construction and construction management in connection with the rehabilitation of the Tuckahoe Road Bridge over the Bronx River, including the removal and replacement of pavement, fill, sidewalks, and waterproofing membrane and related work, removal and replacement of deteriorated concrete on the structure, addressing of erosion and scour problems with rip-rap and bioremediation along the banks, repair and repoint of stone facing, and additional work and coordination to shut down power, expose, support, and protect the NYPA high voltage line on the bridge during construction, all as set forth in the County's Current Year Capital Budget, as amended.

amount of obligations to be issued:

and period of probable usefulness: \$3,775,000; twenty (20) years

Dated: _____, 20____
White Plains, New York

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

CAPITAL PROJECT FACT SHEET

Project ID:* RB031	<input type="checkbox"/> CBA	Fact Sheet Date:* 08-21-2024
Fact Sheet Year:* 2024	Project Title:* TUCKAHOE ROAD BRIDGE OVER BRONX RIVER, YONKERS AND TUCKAHOE, (BIN 3364940)	Legislative District ID: 10, 15,
Category* ROADS & BRIDGES	Department:* PUBLIC WORKS	CP Unique ID: 2632

Overall Project Description

This project will rehabilitate the bridge on Tuckahoe Road over the Bronx River. Work will include the complete removal and replacement of the pavement, fill, sidewalks and waterproofing membrane. Deteriorated concrete on the structure will be removed and replaced. Erosion and scour problems will be addressed with rip-rap and bioremediation along the banks. Stone facing will be repaired and repointed. The presence of a high voltage line (NYPA) on the bridge will require additional work and coordination to shut down power, expose, support and protect this line during construction.

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

FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2024	2025	2026	2027	2028	Under Review
Gross	3,775	3,775	0	0	0	0	0	0
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	3,775	3,775	0	0	0	0	0	0

Expended/Obligated Amount (in thousands) as of : 165

Current Bond Description: Funding is requested for construction and construction management associated with the rehabilitation of the bridge including the removal and replacement of the pavement, fill, sidewalks and waterproofing membrane and related work. Deteriorated concrete on the structure will be removed and replaced. Erosion and scour problems will be addressed with rip-rap and bioremediation along the banks. Stone facing will be repaired and repointed. The presence of a high voltage line (NYPA) on the bridge will require additional work and coordination to shut down power, expose, support and protect this line during construction.

Financing Plan for Current Request:

Non-County Shares:	\$ 0
Bonds/Notes:	3,495,000
Cash:	0
Total:	\$ 3,495,000

SEQR Classification:

TYPE II

Amount Requested:

3,495,000

Expected Design Work Provider:

- | | | |
|---------------------------------------|--|---|
| <input type="checkbox"/> County Staff | <input checked="" type="checkbox"/> Consultant | <input type="checkbox"/> Not Applicable |
|---------------------------------------|--|---|

Comments:

Bridge Condition Rating: 4.22 (2023); AADT: 7,340

Energy Efficiencies:

Appropriation History:

Year	Amount	Description
2013	2,360,000	DESIGN, CONSTRUCTION AND CONSTRUCTION MANAGEMENT
2019	290,000	COST ESCALATION
2022	1,125,000	COST ESCALATION

Total Appropriation History:

3,775,000

Financing History:

Year	Bond Act #	Amount	Issued	Description
15	43	280,000		0 TUCKAHOE ROAD BRIDGE OVER BRONX RIVER, YONKERS AND TUCKAHOE

Total Financing History:

280,000

Recommended By:**Department of Planning**

MLLL

Date

09-04-2024

Department of Public Works

RJB4

Date

09-05-2024

Budget Department

DEV9

Date

09-07-2024

Requesting Department

RJB4

Date

09-07-2024

TUCKAHOE ROAD BRIDGE OVER BRONX RIVER, YONKERS AND TUCKAHOE, (BIN 3364940) (RB03I)

User Department : Public Works

Managing Department(s) : Public Works ;

Estimated Completion Date: TBD

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

FIVE YEAR CAPITAL PROGRAM (in thousands)

	Est Ult Cost	Appropriated	Exp / Obl	2024	2025	2026	2027	2028	Under Review
Gross	3,775	3,775	165						
Non County Share									
Total	3,775	3,775	165						

Project Description

This project will rehabilitate the bridge on Tuckahoe Road over the Bronx River. Work will include the complete removal and replacement of the pavement, fill, sidewalks and waterproofing membrane. Deteriorated concrete on the structure will be removed and replaced. Erosion and scour problems will be addressed with rip-rap and bioremediation along the banks. Stone facing will be repaired and repointed. The presence of a high voltage line (NYPA) on the bridge will require additional work and coordination to shut down power, expose, support and protect this line during construction.

Current Year Description

There is no current year request.

Impact on Operating Budget

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

Appropriation History

Year	Amount	Description	Status
2013	2,360,000	Design, construction and construction management	\$280,000 - DESIGN; \$2,080,000 - AWAITING BOND AUTHORIZATION
2019	290,000	Cost escalation	AWAITING BOND AUTHORIZATION
2022	1,125,000	Cost escalation	AWAITING BOND AUTHORIZATION
Total	3,775,000		

Prior Appropriations

	Appropriated	Collected	Uncollected
Bond Proceeds	3,775,000		3,775,000
Total	3,775,000		3,775,000

Bonds Authorized

Bond Act	Amount	Date Sold	Amount Sold	Balance
43 15	280,000			280,000
Total	280,000			280,000

**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 \$400,000 to finance capital project RTB05 – Tibbetts Brook Park Infrastructure (“RTB05”). The Bond Act, which was prepared by the law firm Hawkins, Delafield & Wood, will finance design of infrastructure improvements at Tibbetts Brook Park, including reconstruction of steps and paving around the bathhouse, rehabilitation of the tennis courts, repairs to pedestrian bridges and their abutments and other related site work and landscaping.

The Department of Parks, Recreation and Conservation (“Department”) has advised that infrastructure and facilities at Tibbetts Brook Park are aging and in need of rehabilitation. Addressing these issues is crucial to maintain safety and accessibility, as well as to enhance the overall visitor experience.

Following bonding authorization, design will be scheduled and is anticipated to take twelve months to complete. It is anticipated that the design work will be completed by a consultant. It is estimated that construction will take eighteen 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, RTB05 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: October 15th, 2024
 White Plains, New York

James B. Ball John
LL
J. D.
Yancy & Ben
Paul W. Smith

LL
J. D.
Yancy & Ben
Paul W. Smith

LL
James B. Ball John
J. D.
Yancy & Ben
Smith

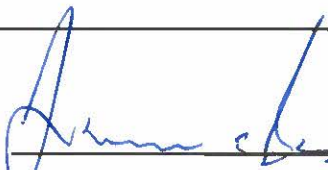
COMMITTEE ON

Budget & Appropriations

Parks & Environment

Public Works & Transportation

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: <u>RTB05</u>		<input type="checkbox"/> NO FISCAL IMPACT PROJECTED	
SECTION A - CAPITAL BUDGET IMPACT To Be Completed by Budget			
<input checked="" type="checkbox"/> GENERAL FUND	<input type="checkbox"/> AIRPORT FUND	<input type="checkbox"/> SPECIAL DISTRICTS FUND	
Source of County Funds (check one):		<input checked="" type="checkbox"/> Current Appropriations	
		<input type="checkbox"/> Capital Budget Amendment	
SECTION B - BONDING AUTHORIZATIONS To Be Completed by Finance			
Total Principal	\$	400,000	PPU 5 Anticipated Interest Rate
Anticipated Annual Cost (Principal and Interest):			
Total Debt Service (Annual Cost x Term):		\$	-
Finance Department:			
SECTION C - IMPACT ON OPERATING BUDGET (exclusive of debt service) To Be Completed by Submitting Department and Reviewed by Budget			
Potential Related Expenses (Annual):	\$	-	
Potential Related Revenues (Annual):	\$	-	
Anticipated savings to County and/or impact of department operations (describe in detail for current and next four years):			
<hr/>			
<hr/>			
SECTION D - EMPLOYMENT As per federal guidelines, each \$92,000 of appropriation funds one FTE Job			
Number of Full Time Equivalent (FTE) Jobs Funded:	4		
Prepared by:	<u>Dianne Vanadia</u>		
Title:	<u>Associate Budget Director</u>		
Department:	<u>Budget</u>		
Date:	<u>9/26/24</u>		
		Reviewed By:	
		Budget Director	
		Date:	<u>9/26/24</u>

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

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



DATE: September 18, 2024

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT:
RTB05 TIBBETTS BROOK PARK INFRASTRUCTURE**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on
08-15-2024 (Unique ID: 2620)

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

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

COMMENTS: The current request is for design only.

DSK/CNM

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

ACT NO. -20__

BOND ACT AUTHORIZING THE ISSUANCE OF \$400,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF PREPARATION OF SURVEYS, PRELIMINARY AND DETAILED PLANS, SPECIFICATIONS AND ESTIMATES NECESSARY FOR PLANNING INFRASTRUCTURE IMPROVEMENTS AT TIBBETTS BROOK PARK; STATING THE ESTIMATED TOTAL COST THEREOF IS \$400,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$400,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS.

(Adopted , 20__)

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

Section 1. Pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the "Law"), the Westchester County Administrative Code, being Chapter 852 of the Laws of 1948, as amended, to the provisions of other laws applicable thereto, \$400,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the cost of preparation of surveys, preliminary and detailed plans, specifications and estimates necessary for planning infrastructure improvements at Tibbetts Brook Park, including reconstruction of steps and paving around the bathhouse, rehabilitation of the tennis courts, repairs to pedestrian bridges and their abutments and

other related site work and landscaping; all as set forth in the County's Current Year Capital Budget, as amended. To the extent that the details set forth in this act are inconsistent with any details set forth in the Current Year Capital Budget of the County, such Budget shall be deemed and is hereby amended. The estimated total cost of said object or purpose, including preliminary costs and costs incidental thereto and the financing thereof is \$400,000. The plan of financing includes the issuance of \$400,000 bonds herein authorized, and any bond anticipation notes issued in anticipation of the sale of such bonds, and the levy of a tax to pay the principal of and interest on said bonds.

Section 2. The period of probable usefulness of the object or purpose for which said \$400,000 bonds authorized by this Act are to be issued, within the limitations of Section 11.00 a. 62 (2nd) 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 total amount of \$400,000. 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 \$400,000 as the estimated total cost of the aforesaid object or purpose is hereby approved.

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

* * *

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

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

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

(SEAL)

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

LEGAL NOTICE

A Bond Act, a summary of which is published herewith, has been adopted by the Board of Legislators on _____, 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 amended Bond Act summarized herewith shall be available for public inspection during normal business hours at the Office of the Clerk of the Board of Legislators of the County of Westchester, New York, for a period of twenty days from the date of publication of this Notice.

ACT NO. _____-20__

BOND ACT AUTHORIZING THE ISSUANCE OF \$400,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF PREPARATION OF SURVEYS, PRELIMINARY AND DETAILED PLANS, SPECIFICATIONS AND ESTIMATES NECESSARY FOR PLANNING INFRASTRUCTURE IMPROVEMENTS AT TIBBETTS BROOK PARK ; STATING THE ESTIMATED TOTAL COST THEREOF IS \$400,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$400,000 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 cost of preparation of surveys, preliminary and detailed plans, specifications and estimates necessary for planning infrastructure improvements at Tibbetts Brook Park, including reconstruction of steps and paving around the bathhouse, rehabilitation of the tennis courts, repairs to pedestrian bridges and their abutments and other related site work and landscaping; 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: \$400,000; five (5) years

Dated: _____, 20__
White Plains, New York

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

CAPITAL PROJECT FACT SHEET

Project ID:*
RTB05

☐ CBA

Fact Sheet Date:*
08-02-2024

Fact Sheet Year:*
2024

Project Title:*
TIBBETTS BROOK PARK
INFRASTRUCTURE

Legislative District ID:
17,

Category*
RECREATION FACILITIES

Department:*
PARKS, RECREATION &
CONSERVATION

CP Unique ID:
2620

Overall Project Description

This project provides for infrastructure improvements at the park pursuant to the Master Plan. The work will include expansion of the existing parking areas, pedestrian and vehicular circulation, pathway signage, site work, landscaping and drainage work.

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

FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2024	2025	2026	2027	2028	Under Review
Gross	11,675	7,175	400	0	4,100	0	0	0
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	11,675	7,175	400	0	4,100	0	0	0

Expended/Obligated Amount (in thousands) as of : 5,866

Current Bond Description: This Project will fund the design of infrastructure improvements including reconstruction of steps and paving around the bathhouse, rehabilitation of the tennis courts, repairs to pedestrian bridges and their abutments and other related site work and landscaping.

Financing Plan for Current Request:

Non-County Shares:	\$ 0
Bonds/Notes:	400,000
Cash:	0
Total:	\$ 400,000

SEQR Classification:
TYPE II

Amount Requested:
400,000

Expected Design Work Provider:

- ☐ County Staff ☒ Consultant ☐ Not Applicable

Comments:

Energy Efficiencies:

Appropriation History:

Year	Amount	Description
2010	575,000	DESIGN
2011	2,500,000	CONSTRUCTION
2018	500,000	DESIGN AND CONSTRUCTION OF NEW AMENITIES FOR SOCCER FIELD 3, INCLUDING CHANGING ROOM FACILITIES, BLEACHERS AND PRESS BOX, AS WELL AS RESURFACING THE FIELD WITH A NEW ASTROTURF SURFACE.
2020	3,600,000	CONSTRUCTION FOR PHASE II
2024	400,000	FUNDS DESIGN OF INFRASTRUCTURE IMPROVEMENTS INCLUDING THE STEPS AND PAVING AROUND THE BATHHOUSE, REHABILITATION OF THE TENNIS COURTS, PEDESTRIAN BRIDGES, BRIDGE ABUTMENTS AND RELATED SITE WORK AND LANDSCAPING

Total Appropriation History:

7,575,000

Financing History:

Year	Bond Act #	Amount	Issued	Description
12	47	0	0	
20	189	6,675,000	4,503,329	IMPROVEMENTS TO TIBBETTS BROOK PARK, EXPANSION OF THE EXISTING PARKING AREAS, PEDESTRIAN ETC

Total Financing History:

6,675,000

Recommended By:

Department of Planning
MLLL

Date
08-15-2024

Department of Public Works
RJB4

Date
08-15-2024

Budget Department
DEV9

Date
08-20-2024

Requesting Department
RCL3

Date
08-29-2024

TIBBETTS BROOK PARK INFRASTRUCTURE (RTB05)

User Department : Parks, Recreation & Conservation

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

Estimated Completion Date: TBD

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

FIVE YEAR CAPITAL PROGRAM (in thousands)

	Est Ult Cost	Appropriated	Exp / Obl	2024	2025	2026	2027	2028	Under Review
Gross	11,675	7,175	5,866	400		4,100			
Non County Share									
Total	11,675	7,175	5,866	400		4,100			

Project Description

This project provides for infrastructure improvements at the park pursuant to the Master Plan. The work will include expansion of the existing parking areas, pedestrian and vehicular circulation, pathway signage, site work, landscaping and drainage work.

Current Year Description

The current year request funds design of infrastructure improvements including the steps and paving around the bathhouse, rehabilitation of the tennis courts, pedestrian bridges, bridge abutments and related site work and landscaping.

Current Year Financing Plan

Year	Bonds	Cash	Non County Shares	Total
2024	400,000			400,000

Impact on Operating Budget

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

Appropriation History

Year	Amount	Description	Status
2010	575,000	Design	COMPLETE
2011	2,500,000	Construction	CONSTRUCTION
2018	500,000	Design and construction of new amenities for Soccer Field 3, including changing room facilities, bleachers and press box, as well as resurfacing the field with a new AstroTurf surface.	AWAITING BOND AUTHORIZATION
2020	3,600,000	Construction for Phase II	CONSTRUCTION
Total	7,175,000		

Prior Appropriations

	Appropriated	Collected	Uncollected
Bond Proceeds	7,175,000	1,133,375	6,041,625
Total	7,175,000	1,133,375	6,041,625

TIBBETTS BROOK PARK INFRASTRUCTURE (RTB05)

Bonds Authorized

Bond Act		Amount	Date Sold	Amount Sold	Balance
47	12				
189	20	6,675,000	12/01/21	294,159	5,541,625
			12/01/22	763,353	
			12/01/22	75,863	
Total		6,675,000		1,133,375	5,541,625

**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 \$280,000 to finance capital project RTB09 – Tibbetts Site Work II (“RTB09”). The Bond Act, which was prepared by the law firm Hawkins, Delafield & Wood, will finance the cost of design in connection with necessary for planning site improvements at Tibbetts Brook Park, including the renovation of existing and installation of new group picnic areas, playgrounds, pathways, drainage and other associated site work and infrastructure.

The Department of Parks, Recreation and Conservation (“Department”) has advised that that due to the ever-increasing popularity of Tibbetts Brook Park and the increased recreation facility usage, the existing group picnic areas, playgrounds and associated pathways and landscaped areas have deteriorated and require upgrading. Upgrading these recreation facilities will significantly enhance the park’s usability and enjoyment for all park patrons.

Following bonding authorization, design will be scheduled and is anticipated to take twelve months to complete. It is anticipated that the design work will be completed by a consultant. It is estimated that construction will take eighteen 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, RTB09 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: October 15th, 2024
White Plains, New York

James Baker Jr
SLG
Z. W.
Maney Brown
Pat Smith

SLG
Z. W.
Maney Brown
Pat Smith

SLG
James Baker Jr
Z. W.
Maney Brown
Pat Smith

COMMITTEE ON

cong 8-29-24

Budget & Appropriations

Parks & Environment

Public Works &
Transportation

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: RTB09

☐ NO FISCAL IMPACT PROJECTED

SECTION A - CAPITAL BUDGET IMPACT

To Be Completed by Budget

☒ GENERAL FUND

☐ AIRPORT FUND

☐ SPECIAL DISTRICTS FUND

Source of County Funds (check one):

☒ Current Appropriations

☐ Capital Budget Amendment

SECTION B - BONDING AUTHORIZATIONS

To Be Completed by Finance

Total Principal \$ 280,000 PPU 5 Anticipated Interest Rate 2.36%

Anticipated Annual Cost (Principal and Interest): \$ 60,623

Total Debt Service (Annual Cost x Term): \$ 303,115

Finance Department: maab 9-26-24

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

To Be Completed by Submitting Department and Reviewed by Budget

Potential Related Expenses (Annual): \$ -

Potential Related Revenues (Annual): \$ -

Anticipated savings to County and/or impact of department operations

(describe in detail for current and next four years):

SECTION D - EMPLOYMENT

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

Number of Full Time Equivalent (FTE) Jobs Funded: 3

Prepared by: Dianne Vanadia

Title: Associate Budget Director

Department: Budget

Date: 9/26/24


Reviewed By: [Signature]

9/26/24
9/27/24
Date:

Budget Director

9/27/24

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

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

DATE: September 18, 2024

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT:
RTB09 TIBBETTS SITE WORK II**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on 08-15-2024 (Unique ID: 2619)

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

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

COMMENTS: The current request is for design only.

DSK/CNM

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

ACT NO. -20__

BOND ACT AUTHORIZING THE ISSUANCE OF \$280,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF PREPARATION OF SURVEYS, PRELIMINARY AND DETAILED PLANS, SPECIFICATIONS AND ESTIMATES NECESSARY FOR PLANNING SITE IMPROVEMENTS AT TIBBETTS BROOK PARK; STATING THE ESTIMATED TOTAL COST THEREOF IS \$280,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$280,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS.

(Adopted , 20__)

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

Section 1. Pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the "Law"), the Westchester County Administrative Code, being Chapter 852 of the Laws of 1948, as amended, to the provisions of other laws applicable thereto, \$280,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the cost of preparation of surveys, preliminary and detailed plans, specifications and estimates necessary for planning site improvements at Tibbetts Brook Park, including the renovation of existing and installation of new group picnic areas, playgrounds, pathways, drainage and other associated site work and

infrastructure; all as set forth in the County's Current Year Capital Budget, as amended. To the extent that the details set forth in this act are inconsistent with any details set forth in the Current Year Capital Budget of the County, such Budget shall be deemed and is hereby amended. The estimated total cost of said object or purpose, including preliminary costs and costs incidental thereto and the financing thereof is \$280,000. The plan of financing includes the issuance of \$280,000 bonds herein authorized, and any bond anticipation notes issued in anticipation of the sale of such bonds, and the levy of a tax to pay the principal of and interest on said bonds.

Section 2. The period of probable usefulness of the object or purpose for which said \$280,000 bonds authorized by this Act are to be issued, within the limitations of Section 11.00 a. 62 (2nd) 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 total amount of \$280,000. 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 \$280,000 as the estimated total cost of the aforesaid object or purpose is hereby approved.

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

* * *

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

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

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

(SEAL)

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

LEGAL NOTICE

A Bond Act, a summary of which is published herewith, has been adopted by the Board of Legislators on _____, 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 amended Bond Act summarized herewith shall be available for public inspection during normal business hours at the Office of the Clerk of the Board of Legislators of the County of Westchester, New York, for a period of twenty days from the date of publication of this Notice.

ACT NO. _____-20____

BOND ACT AUTHORIZING THE ISSUANCE OF \$280,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF PREPARATION OF SURVEYS, PRELIMINARY AND DETAILED PLANS, SPECIFICATIONS AND ESTIMATES NECESSARY FOR PLANNING SITE IMPROVEMENTS AT TIBBETTS BROOK PARK ; STATING THE ESTIMATED TOTAL COST THEREOF IS \$280,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$280,000 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 cost of preparation of surveys, preliminary and detailed plans, specifications and estimates necessary for planning site improvements at Tibbetts Brook Park, including the renovation of existing and installation of new group picnic areas, playgrounds, pathways, drainage and other associated site work and infrastructure; 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.

amount of obligations to be issued:

and period of probable usefulness: \$280,000; five (5) years

Dated: _____, 20____
White Plains, New York

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

CAPITAL PROJECT FACT SHEET

Project ID:* RTB09	<input type="checkbox"/> CBA	Fact Sheet Date:* 08-02-2024
Fact Sheet Year:* 2024	Project Title:* TIBBETTS SITE WORK II	Legislative District ID: 17,
Category* RECREATION FACILITIES	Department:* PARKS, RECREATION & CONSERVATION	CP Unique ID: 2619

Overall Project Description

This project provides funding for the development of new group picnic areas at the park as well as renovate the existing playgrounds, tennis courts, gazebo, pathways, drainage, sitework and landscaping.

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

FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2024	2025	2026	2027	2028	Under Review
Gross	3,250	3,250	0	0	0	0	0	0
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	3,250	3,250	0	0	0	0	0	0

Expended/Obligated Amount (in thousands) as of : 0

Current Bond Description: This project will fund the design of site improvements including the renovation of existing and installation of new group picnic areas, playgrounds, pathways, drainage and other associated site work and infrastructure.

Financing Plan for Current Request:

Non-County Shares:	\$ 0
Bonds/Notes:	280,000
Cash:	0
Total:	\$ 280,000

SEQR Classification:

TYPE II

Amount Requested:

280,000

Expected Design Work Provider:

☐ County Staff
 ☒ Consultant
 ☐ Not Applicable

Comments:

Energy Efficiencies:

Appropriation History:

Year	Amount	Description
2017	600,000	DESIGN AND CONSTRUCTION FOR THE MAIN PLAYGROUND.
2018	200,000	DESIGN FOR A NEW GROUP PICNIC AREA.
2020	1,450,000	COST ESCALATION
2021	1,000,000	DESIGN AND CONSTRUCTION OF A CRICKET FIELD

Total Appropriation History:

3,250,000

Total Financing History:

0

Recommended By:

Department of Planning
MLLL

Date
08-15-2024

Department of Public Works
RJB4

Date
08-15-2024

Budget Department
DEV9

Date
08-20-2024

Requesting Department
RCL3

Date
08-29-2024

TIBBETTS SITE WORK II (RTB09)

User Department : Parks, Recreation & Conservation

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

Estimated Completion Date: TBD

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

FIVE YEAR CAPITAL PROGRAM (in thousands)

	Est Ult Cost	Appropriated	Exp / Obl	2024	2025	2026	2027	2028	Under Review
Gross	3,250	3,250							
Non County Share									
Total	3,250	3,250							

Project Description

This project provides funding for the development of new group picnic areas at the park as well as renovate the existing playgrounds, tennis courts, gazebo, pathways, drainage, sitework and landscaping.

Current Year Description

There is no current year request.

Impact on Operating Budget

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

Appropriation History

Year	Amount	Description	Status
2017	600,000	Design and construction for the main playground.	AWAITING BOND AUTHORIZATION
2018	200,000	Design for a new group picnic area.	AWAITING BOND AUTHORIZATION
2020	1,450,000	Cost escalation	AWAITING BOND AUTHORIZATION
2021	1,000,000	Design and construction of a cricket field	AWAITING BOND AUTHORIZATION
Total	3,250,000		

Prior Appropriations

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

Reference B014D

**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 an amended bond act (the “Amended Bond Act”) in the total amount of \$7,195,000, which includes \$900,000 in previously authorized bonds of the County of Westchester (the “County”), to finance a component of capital project B014D – Exterior Infrastructure Repairs, White Plains Complex (2016 – 2020) (“B014D”).

The Amended Bond Act, which was prepared by the law firm of Hawkins Delafield & Wood, LLP, will fund construction and construction management costs associated with the rehabilitation of 112 East Post Road and 143 Grand Street in White Plains.

The Department of Public Works & Transportation has advised that the work to be performed at 112 East Post Road will include rehabilitation of the parapet, facade, exterior metals and penthouse structures; installation of rooftop access stairs; and all associated work. The work to be performed at 143 Grand Street will include window replacement; facade rehabilitation; reconstruction of the Quarropas Street building entrance and handicapped ramp; and all associated work.

Your Committee is advised that design is currently underway by in-house staff and is expected to be completed by the fourth quarter of 2024. It is anticipated that construction will take approximately twelve (12) months to complete and will begin after award and execution of the construction contracts.

Your Committee notes that this Honorable Board has previously authorized the County to issue bonds for a prior component of project B014D as follows: Bond Act No. 145-2021 in the amount of \$900,000, which funded design services for the rehabilitation of 112 East Post Road and 143 Grand Street. No bonds have been issued under Bond Act No. 145-2021. Accordingly, authority is now requested to amend Bond Act No. 145-2021 to increase the initial amount authorized by \$6,295,000, from \$900,000 to \$7,195,000, to revise the scope of Bond Act No. 145-2021 to include construction and construction management services, and to increase the period of probable usefulness of said bonds.

The Planning Department has advised your Committee that based on its review, the above-referenced capital project 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 Amended Bond Act. Your Committee recommends the adoption of the proposed Amended Bond Act.

Dated: October 16th, 2024

White Plains, New York

James J. Zellerbach

[Signature]

[Signature]

Nancy Barr

Smith

k/jpg/08.28.2024

Delat fadmi

[Signature]

James J. Zellerbach

[Signature]

Nancy Barr

Smith

Budget & Appropriations

Public Works & Transportation

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: B014D

☐ NO FISCAL IMPACT PROJECTED

SECTION A - CAPITAL BUDGET IMPACT

To Be Completed by Budget

☒ GENERAL FUND

☐ AIRPORT FUND

☐ SPECIAL DISTRICTS FUND

Source of County Funds (check one):

☒ Current Appropriations

☐ Capital Budget Amendment

SECTION B - BONDING AUTHORIZATIONS

To Be Completed by Finance

Total Principal \$ 7,195,000 PPU 15 Anticipated Interest Rate 2.75%

Anticipated Annual Cost (Principal and Interest): \$ 591,615

Total Debt Service (Annual Cost x Term): \$ 8,874,226

Finance Department: maab 9-19-24

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

To Be Completed by Submitting Department and Reviewed by Budget

Potential Related Expenses (Annual): \$ -

Potential Related Revenues (Annual): \$ -

Anticipated savings to County and/or impact of department operations

(describe in detail for current and next four years):

SECTION D - EMPLOYMENT

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

Number of Full Time Equivalent (FTE) Jobs Funded: 78

Prepared by: Robert Abbamont

Title: Director of Operations (Capital)

Department: Public Works/Transportation


Date: 9/20/24

Reviewed By: 

Date: 9/26/24

Budget Director

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

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

DATE: September 17, 2024

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT:
B014D Exterior Infrastructure Repairs, White Plains Complex (2016-2020)**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on
08-28-2024 (Unique ID: 2593)

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

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

COMMENTS: None.

DSK/dvw

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

ACT NO. -20_____

BOND ACT OF THE COUNTY OF WESTCHESTER, NEW YORK, AMENDING THE BOND ACT ADOPTED SEPTEMBER 20, 2021, IN RELATION TO THE REHABILITATION OF BUILDING EXTERIORS AND SITE WORK AT THE WHITE PLAINS COMPLEX, AT THE MAXIMUM ESTIMATED COST OF \$7,195,000. (Adopted _____, 20____).

WHEREAS, this Board has heretofore duly authorized the issuance of \$900,000 bonds to finance the cost of preparation of surveys, preliminary and detailed plans, specifications and estimates necessary for the rehabilitation of various County-owned facilities, pursuant to Act No. 145-2021 duly adopted on September 20, 2021; and

WHEREAS, it is now appropriate to authorize such improvements, and it is necessary to increase the amount of bonds to be issued and the appropriation for such project for estimated cost of such improvement;

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

Section (A). The bond act duly adopted by this Board on September 20, 2021, entitled:

“ACT NO. 145-2021

BOND ACT AUTHORIZING THE ISSUANCE OF \$900,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE

COST OF PREPARATION OF SURVEYS, PRELIMINARY AND DETAILED PLANS, SPECIFICATIONS AND ESTIMATES NECESSARY FOR PLANNING THE REHABILITATION OF VARIOUS COUNTY-OWNED FACILITIES; STATING THE ESTIMATED TOTAL COST THEREOF IS \$900,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$900,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS.”

is hereby amended to read as follows:

BOND ACT AUTHORIZING THE ISSUANCE OF \$7,195,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE REHABILITATION OF BUILDING EXTERIORS AND SITE WORK AT THE WHITE PLAINS COMPLEX, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$7,195,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$7,195,000 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; \$7,195,000 bonds of the County, or so much thereof

as may be necessary, are hereby authorized to be issued to finance the design, construction and construction management in connection with the rehabilitation of building exteriors and site work at the White Plains Complex, including rehabilitation of the parapet, façade, exterior metals, penthouse structures, installation of rooftop access stairs and all associated work at 112 East Post Road and window replacement façade rehabilitation, reconstruction of the Quarropas Street building entrance and handicapped ramp, and all associated work at 143 Grand Street, 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 \$7,195,000. The plan of financing includes the issuance of \$7,195,000 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 \$7,195,000 bonds authorized by this Act are to be issued, within the limitations of Section 11.00 a. 12(a)(2) of the Law, is fifteen (15) years;

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

\$7,195,000. 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 \$7,195,000 as the estimated maximum cost of the aforesaid specific object or purpose is hereby approved.

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

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

appropriation for (a) the amortization and redemption of the notes and bonds to mature in such year and (b) the payment of interest to be due and payable in such year.

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

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

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

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

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

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

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

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

* * *

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

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

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

(SEAL)

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

LEGAL NOTICE

A Bond Act, a summary of which is published herewith, has been adopted by the Board of Legislators on September 20, 2021 and amended on _____, 20____ and approved, as amended, by the County Executive on _____, 20____ and the validity of the obligations authorized by such Bond Act may be hereafter contested only if such obligations were authorized for an object or purpose for which the County of Westchester, in the State of New York, is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this Notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the publication of this Notice, or such obligations were authorized in violation of the provisions of the Constitution.

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

ACT NO. _____-20_____

BOND ACT AUTHORIZING THE ISSUANCE OF \$7,195,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE REHABILITATION OF BUILDING EXTERIORS AND SITE WORK AT THE WHITE PLAINS COMPLEX, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$7,195,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$7,195,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (adopted on September 20, 2021 and amended on _____, 20____)

object or purpose: to finance the design, construction and construction management in connection with the rehabilitation of building exteriors and site work at the White Plains Complex, including rehabilitation of the parapet, façade, exterior metals, penthouse structures, installation of rooftop access stairs and all associated work at 112 East Post Road and window replacement façade rehabilitation, reconstruction of the Quarropas Street building entrance and handicapped ramp, and all associated work at 143 Grand Street, 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: \$7,195,000; fifteen (15) years

Dated: _____, 20____
White Plains, New York

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

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CAPITAL PROJECT FACT SHEET

Project ID:* B014D	<input type="checkbox"/> CBA	Fact Sheet Date:* 08-15-2024
Fact Sheet Year:* 2024	Project Title:* EXTERIOR INFRASTRUCTURE REPAIRS, WHITE PLAINS COMPLEX (2016-2020)	Legislative District ID: 8,
Category* BUILDINGS, LAND & MISCELLANEOUS	Department:* PUBLIC WORKS	CP Unique ID: 2593

Overall Project Description

Rehabilitation of building exteriors and site work at the White Plains Complex (MOB, Low Rise Bldg., Richard J. Daronco Courthouse and Annex, 112 East Post Road, 85 Court Street, and 143 Grand Street).

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

FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2024	2025	2026	2027	2028	Under Review
Gross	8,795	8,795	0	0	0	0	0	0
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	8,795	8,795	0	0	0	0	0	0

Expended/Obligated Amount (in thousands) as of : 657

Current Bond Description:	
Funding is requested for construction and construction management associated with the rehabilitation of 112 East Post Road and 143 Grand Street. The work at 112 East Post Road includes rehabilitation of the parapet, facade, exterior metals, penthouse structures; installation of rooftop access stairs; and all associated work. The work at 143 Grand Street includes window replacement; facade rehabilitation; reconstruction of the Quarropas Street building entrance and handicapped ramp; and all associated work.	
Financing Plan for Current Request:	
Non-County Shares:	\$ 0
Bonds/Notes:	6,295,000
Cash:	0
Total:	\$ 6,295,000

SEQR Classification:

TYPE II

Amount Requested:

6,295,000

Expected Design Work Provider:

- | | | |
|--|-------------------------------------|---|
| <input checked="" type="checkbox"/> County Staff | <input type="checkbox"/> Consultant | <input type="checkbox"/> Not Applicable |
|--|-------------------------------------|---|

Comments:

Energy Efficiencies:

THE NEW WINDOWS WILL BE ENERGY EFFICIENT LOW-E ARGON-FILLED DOUBLE-GLAZED ALUMINUM WINDOWS.

Appropriation History:

Year	Amount	Description
2016	2,675,000	112 E, POST RD, - PARAPET AND FACADE REPAIRS; INSTALLATION OF ROOFTOP STAIRS; METAL REPAIRS; REHABILITATION OF PENTHOUSE STRUCTURES
2017	1,800,000	DESIGN, CONSTRUCTION AND CONSTRUCTION MANAGEMENT FOR EXTERIOR REPAIRS TO 143 GRAND ST.
2018	1,600,000	DESIGN, CONSTRUCTION AND CONSTRUCTION MANAGEMENT FOR THE RICHARD J. DARONCO COURTHOUSE
2022	2,720,000	COST ESCALATION FOR WORK TO BE DONE AT 112 E. POST RD AND 143 GRAND ST

Total Appropriation History:

8,795,000

Financing History:

Year	Bond Act #	Amount	Issued	Description
18	179	600,000	600,000	RECONSTRUCTION OF NORTH SIDE OF SIDEWALK AND ASSOCIATED WORK AT THE COURTHOUSE
21	145	900,000	0	REHAB TO FACADE AND EXTERIOR OF 112 EAST POST ROAD & 143 GRANT ST. & HANDICAPPED RAMP AT QUARROPAS
24	58	165,000	0	REPAIRS, WHITE PLAINS COMPLEX - RICHARD DAROMCO COURTHOUSE REVOLVING DOORS

Total Financing History:

1,665,000

Recommended By:**Department of Planning**

MLLL

Date

08-28-2024

Department of Public Works

RJB4

Date

08-28-2024

Budget Department

DEV9

Date

08-28-2024

Requesting Department

RJB4

Date

08-28-2024

EXTERIOR INFRASTRUCTURE REPAIRS, WHITE PLAINS COMPLEX (2016-2020) (B014D)

User Department : Public Works

Managing Department(s) : Public Works ;

Estimated Completion Date: TBD

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

FIVE YEAR CAPITAL PROGRAM (in thousands)

	Est Ult Cost	Appropriated	Exp / Obl	2024	2025	2026	2027	2028	Under Review
Gross	8,795	8,795	657						
Non County Share									
Total	8,795	8,795	657						

Project Description

Rehabilitation of building exteriors and site work at the White Plains Complex (MOB, Low Rise Bldg., Richard J. Daronco Courthouse and Annex, 112 East Post Road, 85 Court Street, and 143 Grand Street).

Current Year Description

There is no current year request.

Impact on Operating Budget

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

Appropriation History

Year	Amount	Description	Status
2016	2,675,000	112 E, Post Rd, - parapet and facade repairs; installation of rooftop stairs; metal repairs; rehabilitation of penthouse structures	\$520,000 DESIGN ; \$2,155,000 AWAITING BOND AUTHORIZATION
2017	1,800,000	Design, construction and construction management for exterior repairs to 143 Grand St.	\$380,000 DESIGN ; \$1,420,000 AWAITING BOND AUTHORIZATION
2018	1,600,000	Design, construction and construction management for the Richard J. Daronco Courthouse	\$1,000,000- AWAITING BOND AUTHORIZATION; \$600,000 - COMPLETE
2022	2,720,000	Cost escalation for work to be done at 112 E. Post Rd and 143 Grand St	AWAITING BOND AUTHORIZATION
Total	8,795,000		

Prior Appropriations

	Appropriated	Collected	Uncollected
Bond Proceeds	8,795,000	600,000	8,195,000
Total	8,795,000	600,000	8,195,000

Bonds Authorized

Bond Act	Amount	Date Sold	Amount Sold	Balance
179 18	600,000	12/10/19	501,054	
		12/10/19	98,946	
145 21	900,000			900,000
Total	1,500,000		600,000	900,000

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

Your Committee is in receipt of a communication from the County Executive recommending the adoption of two (2) Acts to authorize the County of Westchester (the "County") to: 1) release from the East of Hudson Water Quality Investment Program Fund (the "EOH WQIP Fund"), of which the County serves as custodian under the New York City Watershed Memorandum of Agreement (the "Watershed MOA") (as defined below), in an amount not to exceed One Hundred Sixty Eighty Thousand (\$168,000.00) Dollars (the "EOH Funds"). The EOH Funds will be provided to the Town of Lewisboro (the "Town") for the Town's costs ("Eligible Costs") as defined in the Watershed MOA, for the development of two studies to assist the Town's sewer planning efforts, including preparation of Maps, Plans and Reports to examine the wastewater needs and feasible solutions in the areas surrounding Lakes Kitchawan, Waccabuc, Truesdale, Rippowam and Oscaleta which are in the New York City watershed, as more particularly described in a proposal dated September 14, 2023 prepared by Woodard & Curran Engineering and Geological Services P.A. P.C. ("Woodard & Curran"). These studies (the "Project") will focus on evaluating solutions to reduce phosphorous levels in area watercourses, and overall fecal coliform reduction from the five abovementioned lakes; and 2) enter into an intermunicipal agreement (the "IMA") with the Town, which sets forth the terms under which the County will disburse the EOH funds.

Your Honorable Board will recall that, pursuant to Act Nos.145-1996 and 165- 1996, which were approved by your Honorable Board, the County, along with the City, the State of New York, United States Environmental Protection Agency, the Catskill Watershed Corporation, the Coalition of Watershed Towns, certain environmental parties, and the Towns of Bedford, Cortlandt, Lewisboro, Mount Pleasant, New Castle, North Castle, North Salem, Pound Ridge, Yorktown, and the Town/Villages of Harrison and Mount Kisco are parties to the Watershed MOA. It should be noted that the chief elected official (or appointed designee) of each of the aforementioned municipalities, along with representatives of the County, comprise the Northern Westchester Watershed Committee (the "NWWC").

Your Honorable Board will further recall that, pursuant to Article V, paragraph 140 of the

Watershed MOA and the East of Hudson Water Quality Investment Program Contract (which is incorporated into and made a part of the Watershed MOA), the City paid the County Thirty- Eight Million (\$38,000,000) Dollars to create a fund, known as the EOH WQIP Fund, to support a program of water quality investments east of the Hudson River in order to protect New York City's drinking water supply. Pursuant to the Watershed MOA, the EOH WQIP Fund monies may be distributed by the County to fund specified water quality improvement projects as enumerated therein and/or as New York City Department of Environmental Protection ("NYCDEP") may authorize.

Your Committee has been advised that the Town has requested \$71,000.00 to develop a Map, Plan and Report for the formation of a septic maintenance district at Lake Kitchawan for approximately 187 developed parcels. Lake Kitchawan is in the New York City watershed and drains into the Cross River which drains into the Cross River Reservoir. This study shall include, but will not be limited to a property list with estimated first year annual costs per property as well as the capital, and operation and maintenance cost estimates for a septic maintenance district. Additionally, as part of this request, Woodard & Curran shall support the Town in a variety of ways which shall include, but will not be limited to public engagement activities, the public hearing process, preparation for a public referendum related to the formation of a septic maintenance district, and completion of the SEQR process, including the preparation of the Full Environmental Assessment Form Parts 1, 2, and 3.

Your Committee has been informed that, by way of background, in 2021, Woodward & Curran completed a water quality study of Lake Kitchawan ("Woodard & Curran Study") which was funded by the City of New York under a contract administered by "NEIWPC", formerly known as the New England Interstate Water Pollution Control Commission. Sampling that took place as part of this study showed that the fecal coliform and E. coli levels at two of the outfalls at Lake Kitchawan exceed health hazard levels established by the New York State Department of Health ("NYSDOH"). These are two common indicators of wastewater system failures. The Woodward & Curran Study estimated the cost and benefit of creating a septic maintenance district and estimated the cost and benefit of installing low pressure sewers in the project area in two different scenarios. The septic maintenance district plan was determined to be the least expensive

and most favorable option to address the water quality problems in this area.

Your Committee is further advised that the Town has requested \$97,000.00 to develop a Map, Plan and Report for the formation of a sewer district for approximately 304 developed parcels surrounding Lakes Waccabuc, Truesdale, Rippowam and Oscaleta. This study shall include, but will not be limited to the preliminary wastewater treatment plant site layout, a review of location and discharge requirements with New York State Department of Environmental Conservation and NYCDEP, and development of capital, and operation and maintenance cost estimates for the sanitary sewer collection system and wastewater treatment plant. This study will fully describe the areas served and will include a property list with estimated first year annual costs per property. Additionally, as part of this request, Woodard & Curran will support the Town in a variety of ways which shall include, but will not be limited to public engagement activities related to the formation of a sewer district. The improvements that may result from the study findings, would be undertaken to achieve the goal of improved water quality within the New York City Watershed; specifically, Lakes Waccabuc, Truesdale, Rippowam and Oscaleta which are tributaries of the Cross River Reservoir. The study will focus on evaluating solutions to reduce phosphorous levels in the aforementioned lakes and overall fecal coliform reduction from the area.

Your Committee is further advised that, by way of background, in 2021, Barton & Loguidice, D.P.C. completed a water quality study of Lake Waccabuc which was funded by the City of New York under a contract administered by NEIWPCC. Further, Ramboll Group A/S completed a water quality study of Lake Truesdale which was also funded by the City of New York under a contract administered by NEIWPCC. The Town is requesting this additional study which would incorporate the developed parcels surrounding all of the four aforementioned lakes into one sewer district project.

Further, your Committee has been advised that the EOH Funds are proposed to be issued from earnings on the principal of the EOH WQIP Fund. Your Committee is advised that Section 140(c)(vii) of the Watershed MOA lists “Any other purpose approved by NYCDEP. NYCDEP shall base its decision whether to approve such purpose on whether the proposed use of earnings on EOH Water Quality Funds is designed to protect and improve water quality in the Watershed”, as

eligible expenses of the EOH WQIP Fund. The Department of Planning (“Planning”) has advised that NYCDEP has approved the Project pursuant to this section of the Watershed MOA

Your Honorable Board will recall that, in order to properly spend the EOH WQIP Fund, the County must comply with certain other procedures as set forth in the Watershed MOA, and all State and local laws, rules and regulations, including the Laws of Westchester County. This includes, among other things, compliance with the right of objection procedures specified in paragraph 107(c) of the Watershed MOA. Planning, as the Administrator of the Watershed MOA and any program initiated pursuant thereto, issued a right of objection letter to the requisite parties on August 26, 2024 stating the County's intent to access and distribute the EOH Funds in connection with this Project. Pursuant to the provisions of Paragraph 107(f), such parties have fifteen (15) days from the date of mailing of the right of objection letter, to object to this decision, or to petition for an additional fifteen (15) day period to raise an objection. Planning has advised that no objections were received during the applicable timeframe. Accordingly, subject to receipt of the approval of your Honorable Board, the EOH Funds may now be expended in accordance with the Watershed MOA.

Your Committee has been further advised that the NWWC supports the expenditure of the EOH Funds for the Project, and on June 12, 2024, adopted a Resolution formalizing that support. The Resolution was adopted supporting the allocation of up to Twelve Million (\$12,000,000) Dollars of the EOH WQIP Fund to be used for this Project and a larger project which will include funding for the formation of a septic maintenance district, and a sewer collection system and wastewater treatment plant subsequent to the studies being completed. Your Committee has been advised that authority from your Honorable Board for the additional portions of the larger project will be requested at later date.

As your Honorable Board is aware, no action may be taken with regard to the proposed legislation until the requirements of the New York State Environmental Quality Review (“SEQR”) Act and its implementing regulations, 6 NYCRR Part 617 have been met. Planning has advised that, based on its review, this Project may be classified as a Type II action pursuant to 6 NYCRR Part 617 Sections 617.5(c)(24) and 617.5(c)(27). Therefore, no further environmental review is

required. Your Committee has reviewed the annexed SEQR documentation prepared by Planning and concurs with this conclusion.

Your Honorable Board will recall that because the County acts as custodian of the EOH WQIP Fund, and because such funds are not currently included in any County operating or capital budget, the first annexed Act, if approved by your Honorable Board, will provide for the transfer of the EOH Funds from the County's general custodial account for the EOH WQIP Fund to a County Trust Account created for the specific purpose of funding this Project. As the Administrator of the Watershed MOA, Planning will manage the disbursement of the EOH Funds all in accordance with the terms outlined herein, and in the Watershed MOA.

The second annexed Act will authorize the County to enter into an IMA with the Town, which will outline the terms and conditions under which the EOH Funds will be released. Specifically, the proposed IMA will have a term of two (2) years, will authorize the release of up to One Hundred Sixty Eighty Thousand (\$168,000.00) Dollars, and will be conditioned upon the completion of the Project.

Your Committee has carefully considered this legislation and recommends the adoption of the two (2) annexed Acts which require no more than an affirmative vote of the majority of your Honorable Board.

Dated: October 15th, 2024
White Plains, New York


COMMITTEE ON
c:lac:9.24.24



FISCAL IMPACT STATEMENT

SUBJECT: EOH WQIP Lewisboro Study

☒ NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

☐ GENERAL FUND

☐ AIRPORT FUND

☐ SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense \$ -

Total Current Year Revenue \$ -

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

☐ Additional Appropriations

☒ Other (explain)

Identify Accounts: EOH WQIP

Potential Related Operating Budget Expenses: Annual Amount \$0.00

Describe: _____

Potential Related Operating Budget Revenues: Annual Amount \$0.00

Describe: _____

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

Current Year: \$0.00

Next Four Years: \$0.00

Prepared by: Millie Magraw

Title: Water Quality Coordinator

Department: Planning


Date: September 25, 2024

Reviewed By: 

Budget Director

Date: 9/26/24

TO: Lynne Colavita, Senior Assistant County Attorney
Department of Law

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

DATE: September 24, 2024

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR THE ALLOCATION
OF EOH FUNDS FOR TOWN OF LEWISBORO SEPTIC MAINTENANCE
AND SEWER DISTRICT STUDIES IN THE VICINITY OF LAKES**

PROJECT/ACTION: Approval of the Board of Legislators to authorize the release of \$168,00 from the East of Hudson Water Quality Investment Program Fund (EOH Fund) into a County Trust Account to finance two studies: (1) Septic Maintenance District for Lake Kitchawan Study; and (2) Lakes Waccabuc, Truesdale, Rippowam and Oscaleta Sewer District Study. The action includes an Intermunicipal Agreement (IMA) with the Town of Lewisboro setting forth the terms under which the County will distribute the EOH funds.

With respect to the State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617, the Planning Department recommends that no further environmental review is required because the project/action:

- ☐ **DOES NOT MEET THE DEFINITION OF AN "ACTION" AS DEFINED UNDER SECTION 617.2(b)**
- ☒ **MAY BE CLASSIFIED AS TYPE II PURSUANT TO SECTIONS:**
- **617.5(c)(24):** information collection including basic data collection and research, water quality and pollution studies, traffic counts, engineering studies, surveys, subsurface investigations and soils studies that do not commit the agency to undertake, fund or approve any Type I or Unlisted action;
 - **617.5(c)(27):** conducting concurrent environmental, engineering, economic, feasibility and other studies and preliminary planning and budgetary processes necessary to the formulation of a proposal for action, provided those activities do not commit the agency to commence, engage in or approve such action.
-

COMMENTS: The County of Westchester serves as a custodian of the EOH Fund under the New York City (NYC) 1997 Watershed Memorandum of Agreement (MOA), which was created to protect the NYC water supply. As custodian, the County is responsible for allocating funds and ensuring that projects requesting EOH funds comply with the criteria outlined in the MOA. Under the proposed IMA, the Town of Lewisboro will be responsible for conducting the study and will be reimbursed by the County following completion of each study.

DSK/cnm

cc: Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Tami Altschiller, Assistant Chief Deputy County Attorney
Millie Magraw, Principal Environmental Planner
Claudia Maxwell, Principal Environmental Planner

ACT NO. ____-2024

AN ACT authorizing the release and transfer of \$168,000.00 from the East of Hudson Water Quality Investment Program Fund earnings, for which the County of Westchester is custodian under the 1997 Watershed Memorandum of Agreement, into a County Trust Account for the purpose of disbursement to the Town of Lewisboro

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

Section 1. The County of Westchester (the “County”), as custodian of the East of Hudson Water Quality Investment Program Fund pursuant to the New York City Watershed Memorandum of Agreement (the “Watershed MOA”), dated January 21, 1997, is hereby authorized to release and transfer One Hundred Sixty Eight Thousand (\$168,000.00) Dollars of earnings on monies currently held in such fund into a County Trust Account for distribution to the Town of Lewisboro (the “Town”) to fund a portion of the Town’s “Eligible Costs” as defined in the Watershed MOA, for the provision of two studies to assist the Town’s sewer planning efforts, including the preparation of Maps, Plans and Reports in order to examine wastewater needs and feasible solutions in the areas surrounding Lakes Kitchawan, Waccabuc, Truesdale, Rippowam and Oscaleta in the New York City watershed.

§ 2. The County Department of Planning (“Planning”) is hereby designated as the Administrator of said County Trust Account for the implementation of

the funding in order to ensure that Planning may comply with its obligations as Administrator under the Watershed MOA with respect to expenditure of the East of Hudson Water Quality Investment Program Funds.

§ 3. The County Executive or his designee is hereby authorized to execute and deliver all documents and take such actions as the County Executive deems necessary or desirable to accomplish the purposes hereof.

§ 4. This Act shall take effect immediately.

ACT NO. ____ - 2024

AN ACT authorizing the County of Westchester to enter into an inter-municipal agreement with the Town of Lewisboro in order to disburse funds of the East of Hudson Water Quality Investment Program Fund earnings, for which the County of Westchester is custodian under the 1997 Watershed Memorandum of Agreement

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

Section 1. The County of Westchester (the “County”), is hereby authorized to enter into an inter-municipal agreement (“IMA”) with the Town of Lewisboro (the “Town”) in order to distribute funds from the County Trust Account established by Act No. ____-2024, noting that said funds originally formed a part of the East of Hudson Water Quality Investment Program Fund earnings, for which the County is custodian under the 1997 Watershed Memorandum of Agreement, in an amount not to exceed One Hundred Sixty Eight Thousand (\$168,000.00) Dollars to fund a portion of the Town’s “Eligible Costs”, as defined in the Watershed MOA, for the provision of two studies to assist the Town’s sewer planning efforts, including the preparation of Maps, Plans and Reports in order to examine wastewater needs and feasible solutions in the areas surrounding Lakes Kitchawan, Waccabuc, Truesdale, Rippowam and Oscaleta in the New York City watershed.

§ 2. The IMA will have a term of two (2) years commencing upon execution.

§ 3. The County Executive or his designee is hereby authorized to execute and deliver all documents and take such actions as the County Executive deems necessary or desirable to accomplish the purposes hereof.

§ 4. This Act shall take effect immediately.

**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 \$125,000 to finance capital project BCR63 – Post 2 Entrance Gate Booth (“BCR63”). The Bond Act, which was prepared by the law firm Hawkins Delafield & Wood, LLP, will finance the cost of design associated with the replacement of the existing Post 2 Entrance Gate Booth at the Westchester County Jail in Valhalla.

The Department of Correction (“Department”) has advised that the existing Post 2 Entrance Gate Booth (the “Gate Booth”) has reached the end of its useful life and is in need of replacement. The new Gate Booth will provide crucial ‘Ballistic Level 3’ protection from hand firearms and assault weapons. It will also provide required ballistic protection at doors, windows and other exterior penetrations. The current Gate Booth has been retro-fitted with ballistic film on the windows, but the walls and doors do not have ballistic resistance. The new Gate Booth will also address the deteriorated state of the existing steel floor that has rusted so extensively that numerous steel plate patches have been secured in several places to re-integrate the floor. Additionally, there are worn materials, rusting structure, a problematic bathroom, and poor insulation, heat and air conditioning.

Following bonding authorization, design will be scheduled and is estimated to take (3) months to complete and will be performed by in house staff. Construction is estimated to take (2) months to complete and will commence after award and execution of construction contracts, subject to your Honorable Board’s further approval of construction funding.

The Planning Department has advised your Committee that based on its review, the above-referenced capital project 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: **October 16th**, 2024
White Plains, New York

Samuel Z. Johnson
John
F. W.
Maupfear
Vedat Fashin
c/jpg/9-06-2024
Shirley

F. W.
Vedat Fashin

St. J. R.
Samuel Z. Johnson
F. W.
Maupfear
Vedat Fashin
Shirley

Budget & Appropriations

Public Safety

Public Works &
Transportation

Dated: October 16, 2024
White Plains, New York

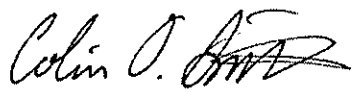
The following members attended the meeting remotely and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below.

Committee(s) on:

**BUDGET & APPROPRIATIONS
COMMITTEE**



**PUBLIC SAFETY
COMMITTEE**



**PUBLIC WORKS &
TRANSPORTATION COMMITTEE**

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: BCR63

☐ NO FISCAL IMPACT PROJECTED

SECTION A - CAPITAL BUDGET IMPACT

To Be Completed by Budget

☒ GENERAL FUND

☐ AIRPORT FUND

☐ SPECIAL DISTRICTS FUND

Source of County Funds (check one):

☒ Current Appropriations

☐ Capital Budget Amendment

SECTION B - BONDING AUTHORIZATIONS

To Be Completed by Finance

Total Principal \$ 125,000 PPU 5 Anticipated Interest Rate 2.37%

Anticipated Annual Cost (Principal and Interest): \$ 27,072

Total Debt Service (Annual Cost x Term): \$ 135,361

Finance Department: maab 10-2-24

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

To Be Completed by Submitting Department and Reviewed by Budget

Potential Related Expenses (Annual): None

Potential Related Revenues (Annual): None

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

Replacement of the existing booth will increase energy efficiencies and facilitate operations.

SECTION D - EMPLOYMENT

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

Number of Full Time Equivalent (FTE) Jobs Funded: 1

Prepared by: William Fallon

Title: Director of Admin. Services

Department: Correction


Date: 10/2/24

Reviewed By: 

Budget Director

Date: 10/2/24

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

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

DATE: September 25, 2024

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT:
BCR63 POST 2 ENTRANCE GATE BOOTH**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on
09-03-2024 (Unique ID: 2661)

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

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

COMMENTS: The current request is for design only.

DSK/dvw

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

ACT NO. -20__

BOND ACT AUTHORIZING THE ISSUANCE OF \$125,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF PREPARATION OF SURVEYS, PRELIMINARY AND DETAILED PLANS, SPECIFICATIONS AND ESTIMATES NECESSARY FOR PLANNING THE REPLACEMENT OF THE EXISTING POST 2 ENTRANCE BOOTH FOR THE DEPARTMENT OF CORRECTIONS; STATING THE ESTIMATED TOTAL COST THEREOF IS \$125,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$125,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted , 20__)

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

Section 1. Pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the "Law"), the Westchester County Administrative Code, being Chapter 852 of the Laws of 1948, as amended, to the provisions of other laws applicable thereto, \$125,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the cost of preparation of surveys, preliminary and detailed plans, specifications and estimates necessary for planning the replacement of the existing Post 2 entrance booth for the Department of Corrections; all as set forth in the

County's Current Year Capital Budget, as amended. To the extent that the details set forth in this act are inconsistent with any details set forth in the Current Year Capital Budget of the County, such Budget shall be deemed and is hereby amended. The estimated total cost of said object or purpose, including preliminary costs and costs incidental thereto and the financing thereof is \$125,000. The plan of financing includes the issuance of \$125,000 bonds herein authorized, and any bond anticipation notes issued in anticipation of the sale of such bonds, and the levy of a tax to pay the principal of and interest on said bonds.

Section 2. The period of probable usefulness of the object or purpose for which said \$125,000 bonds authorized by this Act are to be issued, within the limitations of Section 11.00 a. 62 (2nd) 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 total amount of \$125,000. 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 \$125,000 as the estimated total cost of the aforesaid object or purpose is hereby approved.

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

* * *

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

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

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

(SEAL)

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

LEGAL NOTICE

A Bond Act, a summary of which is published herewith, has been adopted by the Board of Legislators on _____, 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 amended Bond Act summarized herewith shall be available for public inspection during normal business hours at the Office of the Clerk of the Board of Legislators of the County of Westchester, New York, for a period of twenty days from the date of publication of this Notice.

ACT NO. _____-20__

BOND ACT AUTHORIZING THE ISSUANCE OF \$125,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF PREPARATION OF SURVEYS, PRELIMINARY AND DETAILED PLANS, SPECIFICATIONS AND ESTIMATES NECESSARY FOR PLANNING THE REPLACEMENT OF THE EXISTING POST 2 ENTRANCE BOOTH FOR THE DEPARTMENT OF CORRECTIONS; STATING THE ESTIMATED TOTAL COST THEREOF IS \$125,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$125,000 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 cost of preparation of surveys, preliminary and detailed plans, specifications and estimates necessary for planning the replacement of the existing Post 2 entrance booth for the Department of Corrections; 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: \$125,000; five (5) years

Dated: _____, 20__
White Plains, New York

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

CAPITAL PROJECT FACT SHEET

Project ID:* BCR63	<input type="checkbox"/> CBA	Fact Sheet Date:* 08-27-2024
Fact Sheet Year:* 2024	Project Title:* POST 2 ENTRANCE GATE BOOTH	Legislative District ID: 3,
Category* BUILDINGS, LAND & MISCELLANEOUS	Department:* CORRECTION	CP Unique ID: 2661

Overall Project Description

This project funds the replacement of Post 2 building with new prefabricated building including associated electrical work and site work and reconfiguration of the existing entrance road.

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

FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2024	2025	2026	2027	2028	Under Review
Gross	1,900	250	1,650	0	0	0	0	0
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	1,900	250	1,650	0	0	0	0	0

Expended/Obligated Amount (in thousands) as of : 0

Current Bond Description: Bonding is requested for design in order to replace the existing Post 2 entrance booth.

Financing Plan for Current Request:

Non-County Shares:	\$ 0
Bonds/Notes:	125,000
Cash:	0
Total:	<u>\$ 125,000</u>

SEQR Classification:

TYPE II

Amount Requested:

125,000

Expected Design Work Provider:

<input checked="" type="checkbox"/> County Staff	<input type="checkbox"/> Consultant	<input type="checkbox"/> Not Applicable
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Comments:

Energy Efficiencies:

ENERGY EFFICIENT LED LIGHTING WILL BE USED.

Appropriation History:

Year	Amount	Description
2023	250,000	DESIGN
2024	1,650,000	CONSTRUCTION

Total Appropriation History:

1,900,000

Total Financing History:

0

Recommended By:

Department of Planning
MLLL

Date
09-03-2024

Department of Public Works
RJB4

Date
09-03-2024

Budget Department
DEV9

Date
09-04-2024

Requesting Department
WPF4

Date
09-05-2024

POST 2 ENTRANCE GATE BOOTH (BCR63)

User Department : Correction

Managing Department(s) : Correction ; Public Works ;

Estimated Completion Date: TBD

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

FIVE YEAR CAPITAL PROGRAM (in thousands)

	Est Ult Cost	Appropriated	Exp / Obl	2024	2025	2026	2027	2028	Under Review
Gross	1,900	250		1,650					
Non County Share									
Total	1,900	250		1,650					

Project Description

This project funds the replacement of Post 2 building with new prefabricated building including associated electrical work and site work and reconfiguration of the existing entrance road.

Current Year Description

The current year request funds construction.

Current Year Financing Plan

Year	Bonds	Cash	Non County Shares	Total
2024	1,650,000			1,650,000

Impact on Operating Budget

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

Appropriation History

Year	Amount	Description	Status
2023	250,000	Design	AWAITING BOND AUTHORIZATION
Total	250,000		

Prior Appropriations

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

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

Your Committee is in receipt of a transmittal from the County Executive recommending approval by the County of Westchester (“County”) of an amended bond act (the “Amended Bond Act”) in the total amount of \$4,400,000, which includes \$525,000 in previously authorized bonds of the County, to finance capital project RB04J – Tuckahoe Road Bridge Over Bronx River Parkway, Yonkers (BIN 3348000) (“RB04J”). The Amended Bond Act, which was prepared by the law firm Hawkins Delafield & Wood, LLP, will finance the cost of construction and construction management associated with the rehabilitation of the Tuckahoe Road Bridge in Yonkers. The project will address the deterioration of the existing arch, asphalt approach resurfacing and waterproofing of the top of the concrete arch, roadway slab and sidewalks, and associated work.

The Department of Public Works and Transportation (the “Department”) has advised that this bridge, which was built in 1922 and has an annual daily traffic count (“AADT”) of 7,340, is in need of rehabilitation to maintain a safe roadway for the traveling public. In 2023 the New York State Department of Transportation gave the bridge a condition rating of 4.33 and the bridge has continued to deteriorate. This rating system, using a scale of 1 (“hazardous”) through 7 (“new”), is a weighted average of the condition of an evaluated bridge. A rating below 5 indicates that a bridge requires work and delay of this work could result in the continued deterioration of the bridge.

Design is currently underway using outside consultants and is expected to be completed by the fourth quarter of 2024. It is anticipated that construction will take approximately eighteen (18) months to complete and will begin after award and execution of the construction contracts.

Your Committee notes that that your Honorable Board has previously authorized the County to issue bonds for a prior component of project RB04J as follows: Bond Act No. 151-2023 in the amount of \$525,000, which funded design services for the rehabilitation of the bridge. No bonds have been issued under Bond Act No. 151-2023. Accordingly, authority is now requested to amend Bond Act No. 151-2023 to increase the initial amount authorized by \$3,875,000, from \$525,000 to \$4,400,000, to revise the scope of Bond Act No. 151-2023 to include construction and construction management services, and to increase the period of probable usefulness of said bonds.

The Planning Department has advised your Committee that based on its review, the above-referenced capital project 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 Amended Bond Act. Your Committee recommends the adoption of the proposed Bond Act.

Dated: October 16th, 2024
White Plains, New York

James J. Bruden John
SE
Smith
To DO
Manhattan
Dodai Gadi

SE
James J. Bruden John
Smith
To DO
Manhattan

COMMITTEE ON

c/jpg/9-09-24

Budget & Appropriations

Public Works & Transportation

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: RB04J

☐ NO FISCAL IMPACT PROJECTED

SECTION A - CAPITAL BUDGET IMPACT

To Be Completed by Budget

☒ GENERAL FUND

☐ AIRPORT FUND

☐ SPECIAL DISTRICTS FUND

Source of County Funds (check one):

☒ Current Appropriations

☐ Capital Budget Amendment

SECTION B - BONDING AUTHORIZATIONS

To Be Completed by Finance

Total Principal \$ 4,400,000 PPU 20 Anticipated Interest Rate 2.98%

Anticipated Annual Cost (Principal and Interest): \$ 292,056

Total Debt Service (Annual Cost x Term): \$ 5,841,114

Finance Department: maab 10-2-24

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

To Be Completed by Submitting Department and Reviewed by Budget

Potential Related Expenses (Annual): \$ -

Potential Related Revenues (Annual): \$ -

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

SECTION D - EMPLOYMENT

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

Number of Full Time Equivalent (FTE) Jobs Funded: 48

Prepared by: Robert Abbamont

Title: Director of Operations (Capital)

Department: Public Works/Transportation

Date: 10/2/24


Reviewed By: 

BU 10/2/24

Budget Director

Date: 10/2/24

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

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

DATE: September 25, 2024

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT:
RB04J TUCKAHOE ROAD BRIDGE OVER BRONX RIVER PARKWAY,
YONKERS (BIN 3348000)**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on
09-04-2024 (Unique ID: 2633)

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

- **617.5(c)(2):** replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building, energy, or fire codes unless such action meets or exceeds any of the thresholds in section 617.4 of this Part;
- **617.5(c)(5):** repaving of existing highways not involving the addition of new travel lanes.

COMMENTS: None.

DSK/cnm

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

ACT NO. -20_____

BOND ACT OF THE COUNTY OF WESTCHESTER, NEW YORK, AMENDING THE BOND ACT ADOPTED AUGUST 7, 2023, IN RELATION TO THE REHABILITATION OF THE TUCKAHOE ROAD BRIDGE OVER THE BRONX RIVER PARKWAY IN THE CITY OF YONKERS, AT THE MAXIMUM ESTIMATED COST OF \$4,400,000. (Adopted _____, 20____).

WHEREAS, this Board has heretofore duly authorized the issuance of \$525,000 bonds to finance the cost of preparation of surveys, preliminary and detailed plans, specifications and estimates necessary for planning the rehabilitation of the Tuckahoe Road Bridge over the Bronx River Parkway in the City of Yonkers, pursuant to Act No. 151-2023 duly adopted on August 7, 2023; and

WHEREAS, it is now appropriate to authorize such improvements, and it is necessary to increase the amount of bonds to be issued and the appropriation for such project for estimated cost of such improvement;

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

Section (A). The bond act duly adopted by this Board on August 7, 2023, entitled:

“ACT NO. 151-2023

BOND ACT AUTHORIZING THE ISSUANCE OF \$525,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF PREPARATION OF SURVEYS, PRELIMINARY AND DETAILED PLANS, SPECIFICATIONS AND ESTIMATES NECESSARY FOR PLANNING THE REHABILITATION OF THE TUCKAHOE ROAD BRIDGE OVER THE BRONX RIVER PARKWAY IN THE CITY OF YONKERS; STATING THE ESTIMATED TOTAL COST THEREOF IS \$525,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$525,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS."

is hereby amended to read as follows:

BOND ACT AUTHORIZING THE ISSUANCE OF \$4,400,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE REHABILITATION OF THE TUCKAHOE ROAD BRIDGE OVER THE BRONX RIVER PARKWAY IN THE CITY OF YONKERS, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$4,400,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$4,400,000 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; \$4,400,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the planning, construction and construction management in connection with the rehabilitation of the Tuckahoe Road Bridge over the Bronx River Parkway in the City of Yonkers, including addressing the deterioration of the existing arch, asphalt approach resurfacing and waterproofing of the top of the concrete arch, roadway slab and sidewalks, and associated work, all as set forth in the County's Current Year Capital Budget, as amended. To the extent that the details set forth in this act are inconsistent with any details set forth in the Current Year Capital Budget of the County, such Budget shall be deemed and is hereby amended. The estimated maximum cost of said specific object or purpose, including preliminary costs and costs incidental thereto and the financing thereof is \$4,400,000. The plan of financing includes the issuance of \$4,400,000 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 \$4,400,000 bonds authorized by this Act are to be issued, within the limitations of Section 11.00 a. 10 of the Law, is twenty (20) years;

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

\$4,400,000. This Act is a declaration of official intent adopted pursuant to the requirements of Treasury Regulation Section 1.150-2.

Section 4. The estimate of \$4,400,000 as the estimated maximum cost of the aforesaid specific object or purpose is hereby approved.

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

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

appropriation for (a) the amortization and redemption of the notes and bonds to mature in such year and (b) the payment of interest to be due and payable in such year.

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

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

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

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

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

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

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

* * *

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

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

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

(SEAL)

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

LEGAL NOTICE

A Bond Act, a summary of which is published herewith, has been adopted by the Board of Legislators on August 7, 2023 and amended on _____, 20____ and approved, as amended, by the County Executive on _____, 20____ and the validity of the obligations authorized by such Bond Act may be hereafter contested only if such obligations were authorized for an object or purpose for which the County of Westchester, in the State of New York, is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this Notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the publication of this Notice, or such obligations were authorized in violation of the provisions of the Constitution.

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

ACT NO. _____-20_____

BOND ACT AUTHORIZING THE ISSUANCE OF \$4,400,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE REHABILITATION OF THE TUCKAHOE ROAD BRIDGE OVER THE BRONX RIVER PARKWAY IN THE CITY OF YONKERS, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$4,400,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$4,400,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (adopted on August 7, 2023 and amended on _____, 20____)

object or purpose: to finance the planning, construction and construction management in connection with the rehabilitation of the Tuckahoe Road Bridge over the Bronx River Parkway in the City of Yonkers, including addressing the deterioration of the existing arch, asphalt approach resurfacing and waterproofing of the top of the concrete arch, roadway slab and sidewalks, and associated work, all as set forth in the County's Current Year Capital Budget, as amended.

amount of obligations to be issued:

and period of probable usefulness: \$4,400,000; twenty (20) years

Dated: _____, 20____
White Plains, New York

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

CAPITAL PROJECT FACT SHEET

Project ID:*
RB04J

☐ CBA

Fact Sheet Date:*
08-21-2024

Fact Sheet Year:*
2024

Project Title:*
TUCKAHOE ROAD BRIDGE OVER
BRONX RIVER PARKWAY,
YONKERS (BIN 3348000)

Legislative District ID:
10, 15,

Category*
ROADS & BRIDGES

Department:*
PUBLIC WORKS

CP Unique ID:
2633

Overall Project Description

This project will fund the rehabilitation of the existing structure. The structure was built in 1922 and is 48' long by 65' wide.

☒ Best Management Practices

☐ Energy Efficiencies

☒ Infrastructure

☒ Life Safety

☐ Project Labor Agreement

☐ Revenue

☐ Security

☐ Other

FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2024	2025	2026	2027	2028	Under Review
Gross	4,400	900	3,500	0	0	0	0	0
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	4,400	900	3,500	0	0	0	0	0

Expended/Obligated Amount (in thousands) as of : 23

Current Bond Description: Funding is requested for construction and construction management associated with the rehabilitation of the bridge including the addressing the deterioration of the existing arch, asphalt approach resurfacing and waterproofing of the top of the concrete arch, roadway slab and sidewalks, and associated work.

Financing Plan for Current Request:

Non-County Shares:	\$ 0
Bonds/Notes:	3,875,000
Cash:	0
Total:	\$ 3,875,000

SEQR Classification:
TYPE II

Amount Requested:
3,875,000

Expected Design Work Provider:

☐ County Staff

☒ Consultant

☐ Not Applicable

Comments:

Bridge Condition Rating: 4.33 (2023); AADT: 7,340

Energy Efficiencies:

Appropriation History:

Year	Amount	Description
2023	900,000	DESIGN AND CONSTRUCTION MANAGEMENT
2024	3,500,000	CONSTRUCTION

Total Appropriation History:
4,400,000

Financing History:

Year	Bond Act #	Amount	Issued	Description
23	151	525,000		0 TUCKAHOE ROAD BRIDGE OVER BRP YONKERS (BIN 3348000)

Total Financing History:

525,000

Recommended By:**Department of Planning**
MLLL**Date**
09-04-2024**Department of Public Works**
RJB4**Date**
09-05-2024**Budget Department**
DEV9**Date**
09-07-2024**Requesting Department**
RJB4**Date**
09-07-2024

TUCKAHOE ROAD BRIDGE OVER BRONX RIVER PARKWAY, YONKERS (BIN 3348000) (RB04J)

User Department : Public Works

Managing Department(s) : Public Works ;

Estimated Completion Date: TBD

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

FIVE YEAR CAPITAL PROGRAM (in thousands)

	Est Ult Cost	Appropriated	Exp / Obl	2024	2025	2026	2027	2028	Under Review
Gross	4,400	900	23	3,500					
Non County Share									
Total	4,400	900	23	3,500					

Project Description

This project will fund the rehabilitation of the existing structure. The structure was built in 1922 and is 48' long by 65' wide.

Current Year Description

The current year request funds construction.

Current Year Financing Plan

Year	Bonds	Cash	Non County Shares	Total
2024	3,500,000			3,500,000

Impact on Operating Budget

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

Appropriation History

Year	Amount	Description	Status
2023	900,000	Design and construction management	\$525,000 DESIGN; \$375,000 AWAITING BOND AUTHORIZATION
Total	900,000		

Prior Appropriations

	Appropriated	Collected	Uncollected
Bond Proceeds	900,000		900,000
Total	900,000		900,000

Bonds Authorized

Bond Act	Amount	Date Sold	Amount Sold	Balance
151 23	525,000			525,000
Total	525,000			525,000

- 2024

RESOLVED, that this Board hold a public hearing pursuant to Section 209.141(4) of the Laws of Westchester County on Local Law Intro. No. _____-2024 entitled “A LOCAL LAW authorizing the County of Westchester to enter into a lease agreement with MG MARTINE SPE LLC, for approximately 57,266 square feet of space comprised of comprised of the contiguous 12th, 14th and 15th floors on the building located at 11 Martine Avenue, White Plains, New York, which includes the ground floor entry lobby of the Building that exclusively serves such floors, plus 4,000 square feet gross rentable storage space, along with 229 reserved parking spaces in the parking garage adjacent to the Building, inclusive of 40 electric vehicle charging stations allocated for use by County employees and invitees, for use by the Department of Health.” The public hearing will be held at _____ m. on the _____ day of _____, 2024, in the Chambers of the Board of Legislators, 8th Floor, Michaelian Office Building, White Plains, New York. The Clerk of the Board shall cause notice of the time and date of such hearing to be published at least once in one or more newspapers published in the County of Westchester and selected by the Clerk of the Board for that purpose in the manner and time required by law.

Dated: _____, 2024
White Plains, New York

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

Your Committee is in receipt of a communication from the County Executive recommending this Honorable Board adopt a Local Law to authorize the County of Westchester (the “County”) to enter into a to enter into a lease agreement (“Lease”) with MG MARTINE SPE LLC (the “Landlord”), in order to lease approximately 57,266 square feet of space comprised of the contiguous 12th, 14th and 15th floors on the building (“Building”) located at 11 Martine Avenue, White Plains, New York, which includes the ground floor entry lobby of the Building that exclusively serves such floors, plus 4,000 square feet gross rentable storage space (2,000 square feet in the garage area, and another 2,000 square feet to be determined by the parties) along with 229 reserved parking spaces in the parking garage adjacent to the Building, inclusive of 40 electric vehicle charging stations, allocated for use by County employees and invitees (collectively the “Leased Premises” or “Premises”), for general office use or any uses ancillary to the County’s business and for any other lawful purposes.

Your Committee is advised that the Leased Premises will be occupied by the County’s Department of Health, and will replace space currently being leased by the County at 145 Huguenot Avenue, New Rochelle and at 10 County Center, White Plains, and other space occupied by the Department of Health at County property such as the County Airport and property located at 25 Moore Avenue, Mount Kisco.

Your Committee is advised that the initial term of the Lease will be for a period of eleven (11) years and four (4) months (the “Initial Term”), with the County having the option to extend the Initial Term by two (2) additional five year periods (collectively, the “Extended Terms”), upon advance written notice to the Landlord. The Lease will commence on the date the Landlord’s Work (as defined below) is “Substantially Complete,” e.g.: the date the County’s authorized representative provides written notice of acceptance of the Premises, with Landlord’s Work completed, subject to minor details of construction or decoration that do not adversely affect the County’s ability to occupy the Premises (the “Commencement Date”).

Your Committee is also advised that the fixed basic rent for the Initial Term and each of the Extended Terms, will be paid in equal monthly installments, as set forth below noting that there is a 2.5% annual increase over the rent paid during the immediately preceding year ("Fixed Basic Rent"):

Initial Term	Annual Rate	Monthly Installments	Annual Per Sq. Ft. Rent
Month 1 through Month 12	\$1,775,246.00	\$147,937.17	\$31.00
Month 13 through Month 24	\$1,819,627.15	\$151,635.60	\$31.78
Month 25 through Month 36	\$1,865,117.83	\$155,426.49	\$32.57
Month 37 through Month 48	\$1,911,745.78	\$159,312.15	\$33.38
Month 49 through Month 60	\$1,959,539.43	\$163,294.95	\$34.22
Month 61 through Month 72	\$2,008,527.92	\$167,377.33	\$35.07
Month 73 through Month 84	\$2,058,741.12	\$171,561.76	\$35.95
Month 85 through Month 96	\$2,110,209.65	\$175,850.80	\$36.85
Month 97 through Month 108	\$2,162,964.89	\$180,247.07	\$37.77
Month 109 through Month 120	\$2,217,039.01	\$184,753.25	\$38.71
Month 121 through Month 132	\$2,272,464.99	\$189,372.06	\$39.68
Month 133 through Month 136	\$2,329,276.62	\$194,106.38	\$40.67
First Extended Term	Annual Rate	Monthly Installments	Annual Per Sq. Ft. Rent
Month 137 through Month 148	\$2,329,276.62	\$194,106.38	\$40.67
Month 149 through Month 160	\$2,387,508.54	\$198,959.04	\$41.69
Month 161 through Month 172	\$2,447,196.25	\$203,933.02	\$42.73
Month 173 through Month 184	\$2,508,376.16	\$209,031.35	\$43.80
Month 185 through Month 196	\$2,571,085.56	\$214,257.13	\$44.93
Second Extended Term	Annual Rate	Monthly Installments	Annual Per Sq. Ft. Rent
Month 197 through Month 208	\$2,635,362.70	\$219,613.56	\$46.05
Month 209 through Month 220	\$2,701,246.77	\$225,103.90	\$47.20
Month 221 through Month 232	\$2,768,777.94	\$230,731.50	\$48.38
Month 233 through Month 244	\$2,837,997.40	\$236,499.78	\$49.59
Month 245 through Month 256	\$2,908,947.34	\$242,412.28	\$50.83

Your Committee is further advised that the Landlord has agreed to a rent concession to be applied to the Fixed Basic Rent for the first 16 months of the Initial Term in an amount of \$17,513.15 per month. The County agrees to pay the monthly installment of Fixed Basic Rent and Parking Space charge due in respect of the first full calendar month following the Commencement Date, within 30 days from the Effective Date. In addition, if the Commencement Date is not the first day of a month, the County will pay the prorated monthly installment of Fixed

Basic Rent and Parking Space charge due with respect to such partial month, within 15 days from the Commencement Date.

Pursuant to the Lease, in addition to the above Fixed Basic Rent, the County will pay as additional rent ("Additional Rent") all other operating costs, expenses and fees, including utility costs, such as electricity, water, sewer, gas, heating, ventilating, air conditioning and other utilities, and including applicable fuel surcharges and sales or use taxes related thereto, parking fees, operating costs including, personal property taxes, if applicable, maintenance fees, maintenance and repair costs, tools and other equipment, trash removal, lawn care, snow removal, all fire and other insurance costs, of the Building, sidewalks, and certain, but not all "Related Facilities" that benefit the Building, as well as applicable real estate taxes. The County will pay 100% of the operating costs attributable to Commercial Portion of the Building, which is comprised of the entirety of the Premises, and will pay 21.96% of the operating costs attributable to both the Commercial Portion and Residential Portion of the Building, based on the total square footage of the Premises as it relates to the total square footage of the Building (i.e., $57,266/260,628 \times 100$).

In addition, your Committee is advised that the County will pay an Annual Parking Fee of \$137,400.00, which reflects the monthly cost of \$50.00 per month for each parking space (229 in total, inclusive of 40 electric vehicles charging stations ("Parking Spaces"), subject to a 2.5% annual increase over the immediately preceding year. With respect to the parking spaces, the County has the right to increase or reduce the number of Parking Spaces, in which event the Annual Parking Fee will be adjusted accordingly. The Parking Spaces will be reserved for the County's exclusive use and will be identified with either signage or the use of a color coding system. The garage will be open 24 hours per day seven days per week. The County shall have exclusive access to 40 electric vehicle charging stations, and only be responsible for the electricity charges in connection therewith. Landlord will maintain and repair the 40 electric vehicle charging stations, at its sole cost and expense, during the Term of the Lease. In addition, the County shall have the right, to relinquish up to twenty percent (20%) of the required electric vehicle charging stations, for use by other tenants or invitees of the Building, provided the County is not required to pay for the electricity charges related thereto and the County may revoke its decision to relinquish certain electric vehicles charging stations at any time, after the giving of notice to the Landlord of such election.

Your Committee is further advised that the Landlord will renovate the Leased Premises in accordance with the final plans approved by the County and the work letter attached to the Lease as Exhibit C (“Work Letter”), which annexes the County’s Work Letter prepared by Perkins – Eastman, setting forth the County’s minimum requirements and specifications (the “Landlord’s Work”). The Landlord is required to commence the Landlord’s Work no later than thirty (30) days from receipt of all necessary approvals and proceed with diligence to complete such work as soon as reasonably possible, subject to Tenant’s Delay and Force Majeure (as defined in the Lease), which 270-day period may be extended by the number of days corresponding to Tenant’s Delay and Force Majeure. In the event the Landlord fails to complete the Landlord’s Work within 270 days following the execution of the Lease by both parties, Landlord will pay the County a rent credit equivalent to two (2) gross days for each and every day of delay following said 270-day period in completing the Landlord’s Work, subject to Tenant’s Delays and Force Majeure, provided, however, in the event the Landlord’s Work is not completed within 365 days following the date the Lease is executed by the parties and approved by the County Attorney (“Effective Date”), due to no fault of the County, the County will have the right to either terminate the Lease or to complete Landlord’s Work, at Landlord’s sole cost and expense, without any further obligations or liability whatsoever under the Lease, except with respect to those obligations that survive the earlier termination of the Lease.

Following completion of Landlord’s Work, Landlord will promptly deliver the Premises to the County in good operating order in compliance with the Work Letter, the approved final plans, and the Lease. Landlord further represents and warrants to the County, as of the Commencement Date, that Landlord has no actual knowledge of any violation of applicable building codes, regulations, or ordinances with regard to the subject real property, which includes the Building, the land beneath it, and adjoining parking areas, sidewalks, driveways, landscaping and land, or any part thereof.

Your Committee is also advised that the Landlord will operate the Building consistent with a “Class A Building” in Westchester County, and will maintain two (2) full time personnel to professionally manage the daily operations of the Premises. The Landlord will provide security for the Building comprised of a manned security station within the parking garage between the hours of Monday through Friday 7:00 am through 10:00 pm, a roving security patrol and Closed-

Circuit Television (CCTV) monitors (2 in the lobby and 13 in the parking garage at street level, entrances/exits loading dock and stairwells). The County may take any additional security measures, including installation of security equipment or otherwise to provide supplemental security to the Premises, including the lobby that services exclusively the Premises.

Your Committee is further advised that the Landlord will operate, maintain and repair the structural or non-structural elements of the Building, including the Building's roof and all other structural elements of the Building, all Common Facilities, the parking garage, all Building systems, including, but not limited to HVAC, mechanical, ventilating, heating, electrical, lighting, plumbing, fire and life safety systems serving the Premises and/or the Building during the Term of the Lease, in compliance with all applicable laws. Any capital improvements completed by the Landlord at the Premises during the Term of the Lease will be at Landlord's sole cost and expense and will not be included as Additional Rent, unless same is due to the County's gross negligence or willful misconduct, in which event the County will be responsible for such capital expense.

Your Committee is also advised that the County, at its sole cost and expense, will make all repairs and replacements, as and when necessary, to the Premises and Tenant's personal property and any non-structural alterations, including, without limitation, any non-standard-office improvements made or performed by or on behalf of the County. However, at the County's election and sole cost and expense, upon notice, the Landlord will perform necessary routine maintenance in the Premises, including replacing light bulbs and ballast, replacing damaged ceiling, restroom or floor tiles and fixtures, repairing or replacing toilets, sinks and pipes, as necessary for the County's intended use of the Premises.

Your Committee is advised that, all County's employees located at the Premises will be entitled to use the Fitness Center in the nearby building located at 50 Main Street, White Plains, NY ("50 Main St. Building") at no charge, on a first come first served basis. The County will also have the right to use the Executive Dining Room, Board Room and Lecture Hall located in the 50 Main St. Building at no charge, subject to availability, and Landlord will not have the right to cancel or reschedule County's room reservations at any such facilities to accommodate other tenants or visitors. Use of the foregoing facilities will be subject to such rules and regulations as

may be in place at any time and from time to time so long as they are also applicable to tenants of the 50 Main St. Building.

Lastly, the County may not assign the Lease or sublet the Premises, without Landlord's consent and subject to certain conditions, including the payment of a \$2,500 administrative fee for each request for consent, provided the County may assign the Lease or sublet all or any portion of the Premises without Landlord's consent to any department or office of the County directly or indirectly controlling or controlled by the County or under common control with the County, provided such transfer is for a valid business purpose and not principally for the purpose of transferring the leasehold for a profit or to a shell entity and further provided that (1) the County remains fully and jointly and severally liable for all obligations of the County under the Lease unless such assignee assumes in writing in an instrument reasonably acceptable to both parties, all of the obligations of the County under this Lease, and a copy of such assumption agreement is delivered to the Landlord, and (2) the County will provide Landlord with not less than 30 days prior written notice of any such intended assignment or sublease.

It should be noted that the County will also have a right of first offer should the Landlord decide to sell the Leased Premises during the Lease Term, if exercised within thirty (30) days of receipt of notice from the Landlord, subject to all necessary legal approvals.

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

Your Committee is advised that pursuant to Section 104.11(5)(e) of the Laws of Westchester County, leases of the property of others for County purposes for terms exceeding ten (10) years may be made only by local law adopted by an affirmative vote of two-thirds of all members of the Board of Legislators. Prior to taking any action on the proposed Local Law, this Honorable Board must hold a public hearing pursuant to 209.141(4) of the Laws of Westchester County, and a resolution providing for the hearing is annexed hereto.

Upon careful consideration, your Committee finds the proposed Lease to be in the County's best interests as it provides for an adequate space for the Department of Health to more efficiently conduct its business and operations, and therefore your Committee recommends approval of the proposed Local Law.

Dated: October 16th, 2024

White Plains, New York

To DO
James J. Baker John
Ref
Walt
Vedat Gadi
Yancy Barr

To DO
James J. Baker John
Ref
Vedat Gadi
Yancy Barr

DOH/11 Martine Avenue Lease Leg.cmc.10.03.2024

Budget & Appropriations

Human Services

FISCAL IMPACT STATEMENT

SUBJECT: 11 Martine Ave

☐ NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

☒ GENERAL FUND

☐ AIRPORT FUND

☐ SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense \$ -

Total Current Year Revenue \$ -

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

☐ Additional Appropriations ☐ Other (explain)

Identify Accounts: 101-46-3300-3338-4320-GGDS

Potential Related Operating Budget Expenses: Annual Amount \$2,000,000

Describe: 2025: \$4,134,520 includes: Build out, moving, Rent, Electricity & Parking.

Potential Related Operating Budget Revenues: Annual Amount

Describe: None

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

Current Year: None

Next Four Years: Rent @ 145 Huguenot St. ~\$900,000 annually

Prepared by: Anthony Finateri

Title: Director of Administrative Services

Department: Public Works & Transportation


Date: October 2, 2024

Reviewed By: 

Budget Director

Date: 10/3/24

TO: Carla Chaves, Senior Assistant County Attorney
Department of Law

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

DATE: October 3, 2024

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR LEASE OF
11 MARTINE AVENUE, WHITE PLAINS FOR DEPARTMENT OF
HEALTH**

PROJECT/ACTION: Lease of approximately 57,226 square feet of office and lobby space at 11 Martine Avenue in the City of White Plains for use by the County Department of Health. The County will occupy the 12th, 14th and 15th floors. The lease will include approximately 4,000 square feet of storage space and 229 parking spaces, including 40 with EV charging stations. The term will be 11 years and 4 months with two 5-year renewal options. Under the lease agreement, the landlord will renovate these floors to meet the department's needs. This will allow the Department of Health to consolidate a few of its offices which are currently in multiple locations and municipalities.

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

- **617.5(c)(2):** replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building, energy, or fire codes unless such action meets or exceeds any of the thresholds in section 617.4 of this Part:
- **617.5(c)(26):** routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment.

COMMENTS: Renovations will be internal. The first set of offices being planned for relocation is presently in leased space at 145 Huguenot Street in New Rochelle. The transition will take approximately one year, providing ample time for the office space being vacated to be remarketed.

DSK/cnm

cc: Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Tami Altschiller, Assistant Chief Deputy County Attorney
Christopher Steers, Director of Countywide Administrative Services
Claudia Maxwell, Principal Environmental Planner

LOCAL LAW INTRO NO. 2024 - _____

A Local Law authorizing the County of Westchester to enter into a lease agreement with MG MARTINE SPE LLC, or the owner of record, for approximately 57,266 square feet of space comprised of the contiguous 12th, 14th and 15th floors in the building located at 11 Martine Avenue, White Plains, New York, which includes the ground floor entry lobby of the building that exclusively serves such floors, plus 4,000 square feet gross rentable storage space, along with 229 reserved parking spaces in the parking garage adjacent to the Building, inclusive of 40 electric vehicle charging stations allocated for use by County employees and invitees, for use by the Department of Health.

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

Section 1. The County of Westchester (the “County”) is hereby authorized to enter into a lease agreement (“Lease”) with MG MARTINE SPE LLC (the “Landlord”), for the leasing of approximately 57,266 square feet of space comprised of the contiguous 12th, 14th and 15th floors in the building (“Building”) located at 11 Martine Avenue, White Plains, New York, which includes the ground floor entry lobby of the Building that exclusively serves such floors, plus 4,000 square feet gross rentable storage space (2,000 square feet in the garage area, and another 2,000 square feet to be determined by the parties) along with 229 reserved parking spaces in the parking garage adjacent to the Building, inclusive of 40 electric vehicle charging stations, allocated for use by County employees and invitees (collectively the “Leased Premises” or “Premises”), substantially similar to the form of agreement annexed hereto and made a part hereof.

§2. The Leased Premises shall be occupied by the Department of Health for general office use or any uses ancillary to the County’s business and for any lawful purpose.

§3. The initial term of the Lease shall be for a period of eleven (11) years and four (4) months (the “Initial Term”), with the County having the option to extend the Initial Term by two (2) additional five year periods, upon advance written notice to the Landlord (collectively, the “Extended Terms”). The Lease Commencement Date shall be the date the Landlord Substantially Completes the work required to enable the County to occupy the Premises.

§4. The County shall pay the fixed basic rent for the Initial Term and each of the Extended Terms, in equal monthly installments, as set forth below noting that there is a 2.5% annual increase over the rent paid during the immediately preceding year (“Fixed Basic Rent”):

Initial Term	Annual Rate	Monthly Installments	Annual Per Sq. Ft. Rent
Month 1 through Month 12	\$1,775,246.00	\$147,937.17	\$31.00
Month 13 through Month 24	\$1,819,627.15	\$151,635.60	\$31.78
Month 25 through Month 36	\$1,865,117.83	\$155,426.49	\$32.57
Month 37 through Month 48	\$1,911,745.78	\$159,312.15	\$33.38
Month 49 through Month 60	\$1,959,539.43	\$163,294.95	\$34.22
Month 61 through Month 72	\$2,008,527.92	\$167,377.33	\$35.07
Month 73 through Month 84	\$2,058,741.12	\$171,561.76	\$35.95
Month 85 through Month 96	\$2,110,209.65	\$175,850.80	\$36.85
Month 97 through Month 108	\$2,162,964.89	\$180,247.07	\$37.77
Month 109 through Month 120	\$2,217,039.01	\$184,753.25	\$38.71
Month 121 through Month 132	\$2,272,464.99	\$189,372.06	\$39.68
Month 133 through Month 136	\$2,329,276.62	\$194,106.38	\$40.67
First Extended Term	Annual Rate	Monthly Installments	Annual Per Sq. Ft. Rent
Month 137 through Month 148	\$2,329,276.62	\$194,106.38	\$40.67
Month 149 through Month 160	\$2,387,508.54	\$198,959.04	\$41.69
Month 161 through Month 172	\$2,447,196.25	\$203,933.02	\$42.73
Month 173 through Month 184	\$2,508,376.16	\$209,031.35	\$43.80
Month 185 through Month 196	\$2,571,085.56	\$214,257.13	\$44.93
Second Extended Term	Annual Rate	Monthly Installments	Annual Per Sq. Ft. Rent
Month 197 through Month 208	\$2,635,362.70	\$219,613.56	\$46.05
Month 209 through Month 220	\$2,701,246.77	\$225,103.90	\$47.20
Month 221 through Month 232	\$2,768,777.94	\$230,731.50	\$48.38
Month 233 through Month 244	\$2,837,997.40	\$236,499.78	\$49.59
Month 245 through Month 256	\$2,908,947.34	\$242,412.28	\$50.83

§5. The Landlord shall abate the fixed basic rent during the first 16 months of the Initial Term in the amount of \$17,513.15 per month.

§6. The County shall also pay as additional rent ("Additional Rent") all other operating costs, expenses and fees, including utility costs, such as electricity, water, sewer, gas, heating, ventilating, air conditioning and other utilities, and including applicable fuel surcharges and sales or use taxes related thereto, parking fees, operating costs including, personal property taxes, if applicable, maintenance fees, maintenance and repair costs, tools and other equipment, trash removal, lawn care, snow removal, all fire and other insurance costs, of the Building, sidewalks, and certain, but not all "Related Facilities" that benefit the Building, as well as applicable real estate taxes. The County will pay 100% of the operating costs attributable to Commercial Portion of the Building, which is comprised of the entirety of the Premises, and will pay 21.96% of the operating costs attributable to both the Commercial Portion and Residential Portion of the Building, based on the total square footage of the Premises as it relates to the total square footage of the Building (i.e., $57,266/260,628 \times 100$).

§7. The County shall pay an Annual Parking Fee of \$137,400.00, which reflects the monthly cost of \$50.00 per month for each parking space (229 in total, inclusive of 40 electric vehicle charging stations), subject to a 2.5% annual increase over the immediately preceding year. The County shall have exclusive access to 40 electric vehicle charging stations, and only be responsible for the electricity charges in connection therewith.

§8. This Local Law shall take effect immediately.

AGREEMENT OF LEASE

Between

MG MARTINE SPE LLC,

as Landlord,

and

THE COUNTY OF WESTCHESTER,

as Tenant

Building:

**11 Martine Avenue
White Plains, New York 10606**

THIS LEASE is made as of the ____ day of _____, 202____ (“Effective Date”) between **MG MARTINE SPE LLC**, a Delaware limited liability company, whose address is c/o Ginsburg Development Companies, LLC, 100 Summit Lake Drive, Valhalla, New York 10595 (“**Landlord**”) and **THE COUNTY OF WESTCHESTER**, a New York municipal corporation, acting by and through its Department of Health, having an address in the Michaelian Office Building at 148 Martine Avenue, White Plains, New York 10601 (“**Tenant**”). This Lease consists of the following Basic Lease Provisions and Definitions, the General Conditions and the Exhibits. The Basic Lease Provisions and Definitions are referred to in this Lease as the “**Basic Lease Provisions**.”

BASIC LEASE PROVISIONS

1. **BASE PERIOD COSTS** means the following:
 - (a) Base Operating Costs: Operating Costs incurred during the Base Operating Year.
 - (b) Base Real Estate Taxes: Real Estate Taxes incurred during the Base Tax Year.
 - (c) Base Insurance Costs: Insurance Costs incurred during the Base Operating Year.
 - (d) Base Utility and Energy Costs: Utility and Energy Costs incurred during the Base Operating Year.
2. **BUILDING** means 11 Martine Avenue, White Plains, New York 10606.
3. **BASE OPERATING YEAR** means the first twelve (12) months commencing on the Commencement Date.
4. **BASE TAX YEAR** means, with respect to County Real Estate Taxes, the first twelve (12) months commencing on the Effective Date and, with respect to City and School Real Estate Taxes, the period July 1, 2025 through and including June 30, 2026.
5. **COMMENCEMENT DATE** shall be the date the Landlord’s Work is Substantially Complete as defined and set forth in Section 5(c) of this Lease, which Landlord anticipates will occur on April 1, 2025.
6. **PREMISES** means the contiguous twelfth (12th), fourteenth (14th) and fifteenth (15th) floors of the Building and the ground floor entry lobby of the Building that exclusively services such floors, which, collectively, comprises approximately 57,266 gross rentable square feet of the Building in a layout as approximately shown on Exhibit A to this Lease plus additional 4,000 gross rentable square feet of storage space, subject to Tenant’s final space plan, provided however the location of 2,000 square feet of storage space has been accepted by Tenant and is more particularly depicted on Exhibit A. The foregoing notwithstanding, after substantial completion of Landlord’s Work, Landlord shall measure the Premises in accordance with ANSI/BOMA Z65.1-2017 Multiple Load Factor Method for Measuring Floor Area in Office Buildings and shall notify Tenant in writing of the actual gross rental square feet in the Premises. Any loss factor utilized in determining rentable square feet shall not exceed Westchester County Office building market standards. Upon the measurement for the Premises pursuant to this Section, if the measured gross rentable square feet is less than 57,266 gross rentable square feet, said measured gross rentable square feet shall then become the gross rentable square feet of the Premises, effective as of the date of the Commencement Date, in which case the Fixed Basic Rent and any other terms or conditions in the Lease that are based on gross rentable square feet in the Premises, including, without limitation, any Additional Rent, shall be adjusted downward to reflect such measured gross

8. **EXPIRATION DATE** means 11:59 p.m. on the last day of the Initial Term or any applicable Extension Term. The foregoing notwithstanding, if the Commencement Date is other than the first day of a calendar month, the Lease shall expire on the last day of the calendar month in which the Expiration Date occurs, unless sooner terminated pursuant to the provisions hereof.

9. **FIXED BASIC RENT** means the following:

Initial Term	Annual Rate	Monthly Installments	Annual Per Sq. Ft. Rent
Month 1 through Month 12	\$1,775,246.00	\$147,937.17	\$31.00
Month 13 through Month 24	\$1,819,627.15	\$151,635.60	\$31.78
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Month 221 through Month 232	\$2,768,777.94	\$230,731.50	\$48.38
Month 233 through Month 244	\$2,837,997.40	\$236,499.78	\$49.59
Month 245 through Month 256	\$2,908,947.34	\$242,412.28	\$50.83

If the Commencement Date is other than the first day of a calendar month, then the Monthly Installment of Fixed Basic Rent payable by Tenant for such month shall be prorated at the same rental rate payable for the first (1st) Monthly Installment listed above, and "Month 1" of the rent grid set forth above shall be deemed to be the first full calendar month following immediately thereafter. Notwithstanding anything hereinabove to the contrary, provided the Lease is in full force and effect and Tenant is not in default hereunder beyond any applicable notice and cure periods, Tenant, commencing with Month 1 of the above rent grid and for each Month thereafter during the Initial Term hereof, shall receive from Landlord a credit in the amount of \$17,513.15 to be applied to each Monthly Installment of Fixed Basic Rent as and when due hereunder (the "**Rent Concession**"), to reflect the Landlord's rent concession in an amount equal to sixteen (16) months of Fixed Based Rent for the benefit of the Tenant. Tenant shall pay each Monthly Installment of Fixed Basic Rent, less the Rent Concession applicable thereto, as and when due hereunder. The Rent Concession shall not apply to any other sums, including, without limitation, any electric charges and parking fees, Operating Costs or Real Estate Taxes, which shall be paid by Tenant, if applicable, as and when due under the Lease.

to reasonable increase from time to time to reflect the increase in the cost of providing such After-Hours HVAC service, upon submission of supporting documentation to Tenant evidencing such increase.

12. **LANDLORD'S BROKER** means RM Friedland, 440 Mamaroneck Avenue, Harrison, NY 10528.

13. **NOTICE ADDRESSES** shall mean the following:

If to Tenant:

Westchester County Department of Health
11 Martine Avenue
White Plains, NY 10606
Attention: Commissioner

With copies to:

Westchester County Attorney
148 Martine Avenue, 6th Floor
White Plains, NY 10601

And to:

Director of Countywide Administrative Services and Real Estate
Office of the County Executive
148 Martine Avenue, 9th Floor
White Plains, NY 10601
Attention: Christopher Steers

If to Landlord:

c/o Ginsburg Development Companies, LLC
100 Summit Lake Drive
Valhalla, NY 10595
Attention: Douglas Ramsay

With copies to:

Ginsburg & Redmond, P.C.
245 Saw Mill River Road
Hawthorne, NY 10532
Attention: Mark D. Ginsburg, Esq.

And to:

Cuddy & Feder LLP
445 Hamilton Avenue, 14th Floor
White Plains, New York 10601
Attention: Thomai Natsoulis, Esq.

14. **PARKING SPACES** means a total of Two Hundred Twenty-Nine (229) reserved parking spaces, inclusive of forty (40) EV Charging Stations.

15. **ANNUAL PARKING FEE** means ONE HUNDRED THIRTY-SEVEN THOUSAND

18. **TENANT'S BROKER** means Jones Lang LaSalle Americas, Inc., 330 Madison Avenue, New York, New York 10017.

19. **TENANT'S ACCESS** means seven (7) days per week, twenty-four (24) hours per day access to the Premises.

DEFINITIONS

1. **ADDITIONAL RENT** means all money, charges, costs, expenses and fees, other than the Fixed Basic Rent, payable by Tenant to Landlord under this Lease, including, but not limited to, the monies payable by Tenant to Landlord pursuant to Exhibits F and G of this Lease.

2. **WESTCHESTER COUNTY HOLIDAYS** means the holidays shown on Exhibit E.

3. **BUILDING HOURS** means Monday through Friday, 8:00 a.m. to 6:00 p.m., but excluding Westchester County Holidays.

4. **COMMERCIAL PORTION** means the portion of the Building comprising the Premises and any and all areas, parts, equipment and systems of the Building that are part of and/or serve the Premises or any part thereof, as well as any other portions of the Building that are reasonably attributable to any of the foregoing.

5. **COMMON FACILITIES** means and includes the elevator(s); fire stairs; public hallways; public lavatories; all other general Building components, facilities and fixtures that service or are available to the commercial portion, or both the commercial and residential portions, of the Building; air conditioning mechanical rooms; fan rooms; janitors' closets; electrical and telephone closets serving the commercial portion, or both the commercial and residential portions, of the Building; elevator shafts and machine rooms; flues; stacks; pipe shafts and vertical ducts with their enclosing walls; and structural components of the commercial portion, or both the commercial and residential portions, of the Building.

Whenever the word "includes" or "including" is used in this Lease, it means "includes but is not limited to" and "including but not limited to," respectively.

6. **DEFICIENCY** means the difference between (i) Fixed Basic Rent and Additional Rent for the period which otherwise would have constituted the unexpired portion of the Term, and (ii) the net amount, if any, of Rent collected under any reletting effected pursuant to the provisions of this Lease for any part of such period (after first deducting from such rents all reasonable, out-of-pocket expenses incurred by Landlord in connection with the termination of this Lease, Landlord's re-entry upon the Premises and such reletting, including repossession costs, brokerage commissions, reasonable attorneys' fees and disbursements, and necessary repair costs).

7. **EXHIBITS** are the following:

Exhibit A	Location Plan of Premises
Exhibit B	Rules and Regulations
Exhibit C	Work Letter
Exhibit D	Cleaning Services
Exhibit E	Westchester County Holidays
Exhibit F	Tax and Operating Cost Rider
Exhibit G	Electricity Rider
Exhibit H	HVAC Air Quality Specifications
Exhibit I	Flood History Disclosure Form

9. **INSURANCE REQUIREMENTS** means rules, regulations, orders and other requirements of the New York Board of Fire Underwriters or the New York Fire Insurance Rating Organization or any other similar body performing the same or similar functions and having jurisdiction or cognizance of the Real Property, Building or Premises.

10. **OTHERS IN INTEREST** means MG Westchester GP, Ginsburg Development Companies, LLC, GDC Management, Inc., and their respective affiliates, subsidiaries, designees and agents and the members, managers, shareholders, officers, directors, partners and principals of the foregoing, and any Superior Lessor and any Mortgagee.

11. **PRIME** means the so-called annual prime rate of interest established and quoted by The Wall Street Journal (or its successor), from time to time, but in no event greater than the highest lawful rate from time to time in effect.

12. **PERMITTED USE** means general office use consistent with a first class office building or any uses ancillary to Tenant's business and for any other lawful purposes.

13. **REAL PROPERTY** means the Building, the land upon which the Building stands, together with adjoining parking areas, sidewalks, driveways, landscaping and land.

14. **RELATED FACILITIES** means those improvements constructed upon or adjacent to the Real Property, in the City of White Plains, for the use and benefit of 50 Main Street and 1-11 Martine Avenue and/or 25 Martine Avenue, including, but not limited to, plazas, conference center, cafeteria, fitness center, garage, decks, mall passageways and bridges (if any) and all entranceways and roadways connected thereto.

15. **RENT** shall mean Fixed Basic Rent and Additional Rent.

16. **RESIDENTIAL PORTION** means all areas, portions, equipment and systems of the Building that are not included in, or reasonably attributable to, the Commercial Portion of the Building.

17. **STATE** means the State of New York.

18. **TENANT DELAY** means each of the following:

(a) Tenant's failure to comply with the following time-line:

i. Tenant shall, no later than forty-five (45) calendar days following receipt of the initial draft of the preliminary construction drawings, review and provide comments (if any) to Landlord. Thereafter, Tenant shall review and provide comments (if any) to Landlord with respect to any revisions to the initial construction drawings within ten (10) business days after receiving such revisions;

(b) Tenant's failure to furnish interior finish specifications (i.e., paint colors, carpet selection, etc.) within thirty (30) days of Landlord's written request for same;

(d) Tenant's request for materials, finishes or installations other than Landlord's Building Standard (as hereinafter defined);

(e) Any changes by Tenant in or to the Landlord's Work following Tenant's approval of final plans, except if such changes are required in order for Landlord's Work to comply

19. **EFFECTIVE DATE**: means the date the Lease is signed by both parties and approved by the Office of the County Attorney

-- End of Basic Lease Provisions and Definitions --

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GENERAL CONDITIONS

SECTION 1 **LEASE**

Landlord has leased the Premises to Tenant for the Term, subject to the terms and provisions hereof, together with the right to utilize in common with others, the, elevators, parking areas and other public portions of the Real Property and commercial portion of the Building. Nothing herein contained shall be construed as a grant or demise to Tenant of the roof or exterior walls of the Building, of the space between the drop ceiling and floor or roof above, and below the floor of, the Premises, and/or of any parking or other areas adjacent to the Building, except that Tenant may use space on the roof of the Building for Tenant's installation, operation and maintenance of satellite dishes, antennas, communication equipment and other systems, including, but not limited, to an emergency generator, supporting Tenant's business and operations at the Premises, at no additional rent, fee or charge to Tenant, at locations reasonably agreed by the parties, in accordance with all applicable laws, rules and regulations and municipal codes, provided that: (a) at Landlord's election, but, in any event at Tenant's sole cost, either Landlord or Tenant shall maintain such equipment in good working order and condition; (b) the installation and operation of such equipment does not damage the roof of the Building or void any roof warranty; and (c) at the expiration or earlier termination of the Term, at Tenant's election, but, in any event at Tenant's sole cost, either Landlord or Tenant shall remove same from the roof of the Building and restore the roof to the condition existing prior to such installation, subject to reasonable wear and tear.

SECTION 2 **RENT**

Commencing on the Commencement Date, Tenant will pay Landlord: (A) the Fixed Basic Rent when due, in lawful money of the United States, without notice or demand and, subject to the Rent Concession, without abatement, deduction or set-off, except as otherwise expressly set forth herein, at the Monthly Installments set forth in the Basic Lease Provisions in advance on the first day of each month, at Landlord's address set forth in the first paragraph of this Lease, or at such other place as Landlord may designate in writing; except that: (i) the monthly installment of Fixed Basic Rent and Parking Space charge due in respect of the first full calendar month following the Commencement Date shall be paid within thirty (30) days from execution hereof; and (ii) the prorated monthly installment of Fixed Basic Rent and Parking Space charge due in respect of the partial calendar month, if any, between the Commencement Date and the first day of the first calendar month following the Commencement Date shall be paid within fifteen (15) days from the Commencement Date; and (B) Additional Rent consisting of all other sums of money as and when the same become due and payable by Tenant to Landlord hereunder (for default in payment of which Landlord shall have the same remedies as for a default in payment of Fixed Basic Rent). At Landlord's option, upon notice to Tenant, Tenant will pay the Fixed Basic Rent and Additional Rent by electronic transfer. Except as expressly provided herein, all Additional Rent not otherwise set forth on the Tax and Operating Costs Rider annexed hereto shall be due and payable thirty (30) days following demand therefor. In the event the Commencement Date shall be a date other than the first day of a calendar month, the first monthly installment of Basic Fixed Rent due after the Commencement Date shall be pro-rated accordingly.

SECTION 3 **USE AND OCCUPANCY**

(a) Tenant will use the Premises solely for the Permitted Use and other related and/or ancillary uses. Tenant shall have the right to use vendors of its choice to cater functions within

(b) Tenant shall not permit the Premises to be used in any manner which would in any way (i) violate any of the provisions of any lease or mortgage to which this Lease is subordinate, (ii) violate the certificate of occupancy for the Premises or the Building or any laws or requirements of public authorities, (iii) make void or voidable any fire or liability insurance policy then in force with respect to the Building, (iv) constitute a public or private nuisance, (v) discharge objectionable fumes, vapors or odors into the Building's heating, ventilating and air conditioning systems, or (vi) impair or interfere with any of the Building services or the proper and economic heating, air conditioning, cleaning or other servicing of the Building or the Premises or impair or interfere with the use of any other areas of the Building.

(c) Tenant shall not place any load upon any floor of the Premises which exceeds the load for which it was designed and which is allowed by certificate, rule regulation, permit or law.

(d) If any government license or permit, other than a certificate of occupancy, shall be required for the lawful conduct of Tenant's business in the Premises, or any part thereof and if failure to secure such license or permit would in any way affect Landlord, then Tenant, at its expense, shall procure and thereafter maintain such license or permit and submit the same for inspection by Landlord. Tenant shall comply with the terms and conditions of each such license or permit, but the failure to procure and maintain same shall not affect Tenant's obligations hereunder.

SECTION 4

CARE AND REPAIR OF PREMISES

(a) Landlord shall manage, maintain and operate the Building consistent with a "Class A Building" in Westchester County. Landlord shall maintain two (2) full time personnel who will professionally manage the daily operations of the Real Property and Related Facilities in compliance with the highest standards, applicable laws, rules and regulations, ordinances, directives, covenants, easements and restrictions of record, permits, building codes and the requirements of the Americans with Disabilities Act or any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect. The Landlord shall, at its own cost and expense, provide security to the Real Property comprised of a manned security station within the parking garage between the hours of Monday through Friday 7:00 am through 10:00 pm, a roving security patrol and Closed-Circuit Television (CCTV) monitors (2 in the lobby and 13 in the parking garage at street level, entrances/exits loading dock and stairwells), consistent with its existing practices, and any other security measures Landlord may reasonably determine from time to time to ensure a clean, safe, secure and well-maintained environment for all its tenants. Notwithstanding the foregoing to the contrary, it is hereby understood by the parties that Tenant, at Tenant's cost, may take any additional security measures, including installation of security equipment or otherwise to provide supplemental security to the Premises, including the lobby that services exclusively the Premises.

(b) Landlord represents, covenants and warrants that the roof and all other structural elements of the Building, the Premises, all Common Facilities, the parking garage, all Building systems, including, but not limited to HVAC, mechanical, ventilating, heating, electrical, lighting, plumbing, fire and life safety systems serving the Premises and/or the Building are in good repair and condition as of the Commencement Date and have a useful life extending beyond the Extension Terms.

Operating Costs, maintain or repair said structural or non-structural elements. It is hereby understood and acknowledged by the Landlord that any capital improvements completed by the Landlord at the Real Property during the Term of the Lease shall be at Landlord's sole cost and expense and shall not be included as Operating Costs, unless same is due to Tenant's gross negligence or willful misconduct, in which event Tenant will be responsible for such capital expense.

(d) Landlord shall permit Tenant's authorized representative to conduct a Building Condition Assessment prior to the Commencement Date, in order to assess any physical deficiencies, defects, violations, code compliance issues with respect to the structural elements of the Building, the Premises, all Common Facilities, the parking garage and all Building systems. The Landlord agrees to repair, at its own cost and expense, any deficiencies, defects, violations, issues that would materially interfere with Tenant's ability to access and use the Premises for its intended purpose within a scheduled program approved by Landlord and Tenant.

(e) Intentionally deleted.

(f) Tenant will not commit any act that damages the Premises or Building and will take good care of the Premises, and will comply with all Legal Requirements affecting the Premises or the Tenant's use and/or occupancy of the Premises. Tenant, at Tenant's sole cost and expense, shall make all repairs and replacements, as and when necessary, to the Premises and Tenant's personal property and any non-structural alterations, including, without limitation, any non-standard-office improvements (as defined herein) made or performed by or on behalf of Tenant. The foregoing to the contrary, it is hereby understood and acknowledge by the parties that the Landlord's Work does not constitute non-standard-office improvements for the purposes herein. Landlord will make all necessary repairs to the Common Facilities including, without limitation, the portion thereof as may be located in the Premises such as, for example structural elements of the Building. The cost of repairs to the Common Facilities will be included in Operating Costs, except where the repair has been made necessary by misuse or neglect by Tenant or Tenant's agents, employees, contractors, invitees, visitors or licensees (collectively, "**Tenant's Agents**"), in which event Landlord will nevertheless make the repair but Tenant will pay to Landlord, as Additional Rent within thirty (30) days of written notice thereof, the cost incurred by Landlord to complete such repairs. Except as to any repair made necessary by misuse or neglect by Tenant or any of Tenant's Agents, only the pro-rated percentage of the cost of repairs to Common Facilities that serve both the Residential Portion and Commercial Portion of the Building, will be included in Operating Costs. Notwithstanding the foregoing herein, at Tenant's election and at its sole cost and expense, upon Tenant's reasonable request, Landlord agrees to perform certain necessary routine maintenance in the Premises, including, replacing light bulbs and ballast, replacing damaged ceiling, restroom or floor tiles and fixtures, repairing or replacing toilets, sinks and pipes, as necessary for the Tenant's intended use of the Premises.

(g) Except during the hours when the HVAC-After Hours Charge is due or otherwise waived (unless such charge is paid in accordance with the terms of this Lease) and during Westchester County Holidays, Landlord shall operate the HVAC systems in accordance with minimum cooling requirements for similar commercial spaces as the Premises and Tenant's minimum air quality standards and specifications set forth in Exhibit H, and otherwise in compliance with all laws, rules and regulations regarding same, including design specifications of the systems and energy conservations requirements of all governmental authorities and this Lease. Tenant shall be able to control the HVAC unit(s) by means of one or more thermostats to be located in each floor of the Premises.

to such installation, subject to reasonable wear and tear. Landlord does not recommend the installation or operation of a dishwasher within the Premises given their inherent risks; therefore, in the event Tenant installs a dishwasher, Landlord will, at Tenant's request and at Tenant's sole cost and expense, install and maintain a leak sensor and auto shut off valve equipment. Tenant assumes full risk and responsibility for the installation and operation of a dishwasher in the Premises and agrees to indemnify, release and hold harmless, Landlord, its agents, employees, contractors, tenants, occupants and invitees from any and all claims, liabilities, injuries, losses, damages, or expenses of whatever nature or kind, that in any way arise from the dishwasher, including, but not limited to, any and all claims concerning leaks, mildew, mold or mold-like infestation within the Premises and/or Building. In furtherance of the foregoing, such indemnification shall include but not be limited to, any claims by Landlord with respect to damage to the Common Facilities of the Building, as well as claims by other tenants of the Building for damage to the premises occupied by such other tenants and the personal property located therein, resulting from the installation and operation of the dishwasher or resulting from any leak or other malfunctioning of the dishwasher resulting from the installation or operation of the dishwasher following the date of this Lease. In the event that, in the sole and exclusive opinion of Landlord or as may be required by legal requirements, remediation of any mildew, mold or mold-like infestation in the Premises and/or the Building is required, Landlord shall make all necessary repairs to the Premises and/or the Building, as the case may be, at Tenant's sole and exclusive cost and expense. Landlord assumes no responsibility whatsoever for Tenant's installation and use of a dishwasher and Tenant hereby agrees to assume all responsibility, costs and expenses in connection with Tenant's use of a dishwasher, including any and all maintenance, repairs or replacements to the dishwasher. Landlord shall provide cleaning services to the Premises as set forth in this Lease, however, Landlord shall not be responsible for running, emptying or cleaning the dishwasher.

SECTION 5

CONDITION OF PREMISES; DELIVERY; LANDLORD'S WORK

(a) Landlord agrees that, prior to the Commencement Date, it will perform at Landlord's sole cost work in the Premises in accordance with, and to the extent provided in, Exhibit C of this Lease (the "**Work Letter**"). The work to be performed by Landlord as provided in the Work Letter, which shall include also renovated and operational restrooms in floors 14th and 15th, using similar design and material standards as used in the recent renovation of the 12th floor restrooms, is herein referred to as "**Landlord's Work**". The Landlord shall commence the Landlord's Work no later than thirty (30) days from receipt of all necessary approvals and proceed with diligence to complete such work as soon as reasonably possible, subject to Tenant's Delay and Force Majeure, in accordance with all laws, codes, rules and regulations applicable thereto, the final plans and specifications approved by Tenant, the Work Letter and all other applicable provisions of this Lease. Except as otherwise expressly provided in this Lease, Landlord shall not be obligated to perform any other work in or to the Premises other than Landlord's Work.

(b) The Landlord represents, warrants and covenants to the Tenant that (i) the representations made in Paragraph "FOURTEEN," subparagraph (b) with respect to the new refinancing of the Real Property with Anticipated Mortgagee (as defined therein) are true and accurate and a material element of this Lease; and (ii) in the event such refinancing with the Anticipated Mortgagee does not occur within thirty (30) days from the Effective Date, the Landlord has sufficient funds readily available to commence the Landlord's Work no later than thirty (30) days from receipt of all necessary approvals and proceed with diligence to complete such work as soon as reasonably possible, subject to Tenant's Delay and Force

(e) Following completion of Landlord's Work, Landlord shall promptly deliver the Premises to Tenant in good operating order in compliance with the Work Letter, the approved final plans, and this Lease. Landlord further represents and warrants to Tenant, as of the Commencement Date, that Landlord has no actual knowledge of any claim having been made by any governmental agency that a violation of applicable building codes, regulations, or ordinances exists with regard to the Real Property, or any part thereof.

(f) In addition, within ninety (90) days following completion of Landlord's Work, Landlord shall, at Landlord's expense, obtain and deliver to Tenant copies of all final approvals, certificates and copies of "as-built" plans and specifications signed by a licensed professional as reasonably required by Tenant

(g) Landlord agrees that, in the event the Landlord has not completed the Landlord's Work in accordance with the Work Letter, all laws, codes, rules and regulations applicable thereto, the final plans and specifications approved by Tenant and all other applicable provisions of this Lease, within two hundred and seventy (270) days following the Effective Date, which 270 period may be extended by the number of days corresponding to the Tenant's Delay and/or Force Majeure, Landlord shall pay Tenant a rent credit equivalent to two (2) gross days for each and every day of delay following said 270-day period in completing the Landlord's Work, provided, however, in the event the Landlord's Work is not completed within 365 days following the Effective Date, which 270 period may be extended by the number of days corresponding to the Tenant's Delay and/or Force Majeure, Tenant shall have the right to either terminate the Lease or to complete Landlord's Work in accordance with the Work Letter and the approved final plans, at Landlord's sole cost and expense, without any further liability whatsoever, except with respect to those obligations that survive the earlier termination of the Lease. It is understood and agreed by and between the parties that the representations set forth in this paragraph are a material element of this Lease.

(h) Landlord's Work shall be construed "Substantially Complete" and the Term shall commence, when Tenant's authorized representative has provided written notice of acceptance of the Premises, with Landlord's Work completed, subject to minor details of construction or decoration that do not adversely affect Tenant's ability to occupy the Premises. Tenant may request that Landlord delivers to Tenant all applicable building department and fire department inspection signoffs including a new certificate of occupancy for the Premises, an air balancing report certified by Landlord's engineer and a certification from Landlord's engineer that the electric meters or submeters have been correctly installed and are in good working order, prior to accepting the Premises.

(i) Within thirty (30) after the Premises is Substantially Complete, Tenant will identify and list any portion of Landlord's Work which does not conform to the Work Letter attached hereto (the "**Punch List**"). The Punch list shall be approved in writing by Landlord, in its sole, but reasonable, discretion, within ten (10) days of Landlord's receipt of said Punch List, and thereafter, Landlord shall use reasonable efforts to commence the performance of the items on such Punch List within thirty (30) days after Tenant receives from Landlord its written approval of said Punch List, and proceed with reasonable diligence in the completion thereof. In addition, the parties (or anyone having rights under or through Tenant or Landlord) shall coordinate efforts in order to permit Tenant to occupy all or a portion of the Premises for the purpose of installing any necessary systems, equipment, wiring and other appurtenant equipment necessary for the conduct of Tenant's business at the Premises (provided Tenant will not conduct any daily routine business during such period) while Landlord completes the Landlord's Work, and such use shall not constitute occupancy of all or any part of the Premises by Tenant for the purposes herein, provided however, (x) in no event shall Landlord

Term will commence on the earlier of: (i) the date Landlord delivers possession of the Premises to Tenant, provided the Premises(ii) the date Landlord would have delivered possession of the Premises to Tenant but for any reason attributable to Tenant including, without limitation, any Tenant Delay or (iii) the date Tenant occupies, uses or takes possession of, all or any part of the Premises.

(k) When the Commencement Date has been determined, Landlord and Tenant shall, upon the request of either of them, execute and deliver to each other duplicate originals of a Commencement Date statement prepared by Landlord which shall specify the Commencement, Rent and Expiration Dates of the Term. Upon execution and delivery of the Commencement Date statement it shall be deemed a part of this Lease. Any failure of Tenant to execute such statement shall not affect Landlord's determination of the Commencement Date, and such statement shall be deemed approved and accepted if not received back by Landlord, or objected to by written notice to Landlord, within thirty (30) days of submission by Landlord.

SECTION 6

ALTERATIONS, ADDITIONS OR IMPROVEMENTS

(a) Tenant shall make no alterations, additions, installations or improvements or other changes in or to the Premises of any nature (collectively, "**Tenant Alterations**") without Landlord's prior written consent, which Landlord's consent shall not be unreasonably withheld, conditioned or delayed except that Landlord's written consent shall not be required for those Tenant Alterations that are aesthetic or cosmetic in nature, or that do not affect any part of the Building outside the Premises, affect any structural element of the Building, or affect any Building system, and do not cost more than \$250,000.00 within any consecutive six (6) month period.

(b) All Tenant Alterations shall be performed, at Tenant's expense, by Tenant's contractors and subcontractors, in a professional manner using materials of first class quality, in compliance with this Lease, all Legal Requirements and Tenant's Plans (as hereinafter defined) and in a manner that will not materially interfere with the business of Landlord or any other tenant or occupant of the Building. Landlord's consent to any Tenant Alterations, shall be upon such reasonable conditions as Landlord may impose and such consent shall not be unreasonably withheld or delayed. Landlord or its agent shall have the right to inspect the Premises to confirm that any Tenant Alterations are being performed in accordance with the terms hereof. Landlord's review, inspection and/or approval of any Tenant Alterations, including, without limitation, any plans, specifications and/or documents in connection therewith, shall not be construed as a representation, warranty or statement by Landlord that any work to be performed by Tenant in the Premises is in compliance with applicable Legal Requirements or is otherwise properly designed or efficacious for Tenant's intended purpose or constitute an assumption of any liability whatsoever on the part of Landlord for their accuracy, all of which shall be the sole responsibility of Tenant.

(c) Tenant, before making any Tenant Alterations, shall, at Tenant's expense, (i) deliver to Landlord, detailed plans and specifications for any Tenant Alterations in form reasonably satisfactory to Landlord prepared and certified by a registered architect or licensed engineer, and suitable for filing with any applicable governmental, public or quasi-public authorities having jurisdiction over such Tenant Alterations (each a "**Governmental Authority**"), if filing is required by applicable Legal Requirements ("**Tenant's Plans**"), (ii) obtain Landlord's written approval of Tenant's Plans, as more particularly detailed in subparagraph (d) below, (iii) obtain (and deliver to Landlord copies of) all permits, approvals,

professionals retained by Landlord for that purpose. Following the completion of any Tenant Alterations, Tenant shall, at Tenant's expense, obtain and deliver to Landlord copies of all final approvals, certificates and authorizations of any Governmental Authority required upon the completion of such Tenant Alterations and "as-built" plans and specifications for such Tenant Alterations prepared, as reasonably required by Landlord.

(d) Landlord shall within ten (10) days of receipt of Tenant's Plans approve or disapprove same. In the event Landlord does not approve or disapprove the Tenant's Plans within said ten (10) day period, Tenant shall provide a second written notice to Landlord requesting approval of said Tenant's Plans. If Landlord fails to approve or disapprove the Tenant's Plans within three (3) business days, the Tenant's Plans shall be deemed approved by Landlord.

(e) Landlord shall cooperate with Tenant in all reasonable respects in connection with the approval and completion of Tenants' Alterations, including executing any required permit or government application(s) and forms prior to reviewing and approving Tenant's Plans, in order to assist Tenant to complete the Tenant's Alterations in an expedited manner.

(f) Tenant shall perform the Tenant's Alterations during normal business hours, Monday through Friday, from 8:00 am to 6:00 pm EST.

(g) Tenant shall supervise its contractors, subcontractors or other workers in the Premises, in connection with any Tenant Alterations, to ensure that such contractors, subcontractors or other workers do not unreasonably interfere or cause conflict with other contractors, subcontractors or workers in the Building. Tenant shall have sole responsibility for management and oversight of any Tenant Alterations and shall contract directly with contractors for all such work, including, but not limited, to engineers and architects, provided such contractors have been approved in writing by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed.

(h) If, in connection with any Tenant Alteration or any other act or omission of Tenant or Tenant's employees, agents or contractors, any mechanic's lien, financing statement or other lien or violation is filed against Landlord, or any part of the Premises, the Building, or Tenant Alterations, Tenant shall, at Tenant's expense, have it removed by bonding or otherwise within sixty (60) days thereafter. If Tenant shall fail to remove any lien within such 60-day period, Landlord may discharge such lien by payment, bonding or otherwise in Landlord's discretion, without any investigation as to, and regardless of whether Tenant may dispute, the validity thereof, and Tenant, upon demand, shall promptly reimburse Landlord for all costs, including, without limitation, attorneys' fees, incurred in connection therewith.

(i) All alterations, installations, additions and improvements, including, without limitation, all fixtures and all paneling, partitions, railings and like installations, installed in the Premises at any time, either by Tenant or by Landlord on Tenant's behalf, shall, upon installation, become the property of Landlord and shall remain upon and be surrendered with the Premises unless Landlord, by notice to Tenant no later than ninety (90) days prior to the Expiration Date (or thirty (30) days prior to any earlier termination of the Lease, if applicable), elects to relinquish Landlord's right thereto and to have them removed by Tenant, in which event the same shall be removed from the Premises by Tenant prior to the expiration of this Lease, at Tenant's expense. Not later than the last day of the Term, Tenant will, at Tenant's expense, remove from the Building all of Tenant's Property (as hereinafter defined) and those alterations, installations, additions and improvements, which Landlord has elected by notice

standard office improvements” shall mean raised flooring, interior staircases, vaults, elevators, modifications to the Building’s utility and mechanical systems and unusual configuration for first class office space. All property permitted or required to be removed by Tenant at the end of the Term remaining at the Premises more than thirty (30) days following the expiration or earlier termination of the Lease shall be deemed abandoned and may be retained or disposed of by Landlord at Tenant’s expense and as Landlord, in its sole discretion, shall determine without any accountability or liability whatsoever to Tenant, and Tenant hereby releases Landlord from all claims for loss or damage to such property arising out of such retention or disposition thereof.

(j) If Tenant shall request the consent or approval of Landlord to the making of any alterations or to any other thing, and Landlord shall seek and pay a separate fee for the opinion of Landlord’s counsel, architect, engineer or other representative, professional or agent as to the form or substance thereof, Tenant shall pay Landlord, as Additional Rent, within thirty (30) days after demand, all reasonable costs and expenses of Landlord incurred in connection therewith, provided, however, that Tenant shall not be obligated to reimburse Landlord for any costs and expenses of Landlord in reviewing plans and specifications and performing inspections with respect to any Tenant’s Alterations.

(k) In carrying out any Tenant Alterations, Tenant shall comply with the provisions of this Section 6 inclusive, and shall perform same in accordance with the final plans and specifications approved by Landlord therefor and all other applicable provisions of this Lease. If Tenant shall fail to comply with the foregoing, Landlord may, at its election, in addition to all other rights and/or remedies available to it under this Lease or at law or in equity (i) direct Tenant to immediately cease and desist all further work. In the event the Tenant does not cease work and address any issues or violations claimed by Landlord within a reasonable period of time, Landlord may, upon thirty (30) days’ notice to Tenant, perform the work or installation(s) required of Tenant, at Tenant’s sole but reasonable cost and expense, together with a sum equal to five percent (5%) for overhead due and payable as Additional Rent on demand, if Tenant does not cease.

(l) Landlord shall not impose any additional charges or fees for connecting Tenant’s supplemental air-conditioning equipment, sprinklers and other systems in connection with Tenant’s Alterations.

(m) Tenant shall indemnify and hold harmless Landlord from and against any and all claims, losses, damages, liabilities, costs, expenses and suits whatsoever made or asserted against Landlord or any affiliate of Landlord or any officer, director, shareholder, member, manager, principal, employee, agent or representative of Landlord or such affiliate in connection with or by reason of any Tenant’s Alterations and/or any breach of any obligation of Tenant contained in this Section 6, including, without limitation, from and against any and all bills for labor performed and/or equipment, fixtures and materials furnished to Tenant and any and all liens or claims therefor against Landlord or against the Premises or the Building. The foregoing indemnity shall survive the expiration or earlier termination of this Lease.

SECTION 7

ASSIGNMENT AND SUBLEASE

Tenant will not, by operation of law or otherwise, mortgage, pledge, assign or otherwise transfer this Lease or sublet all or any portion of the Premises in any manner except as specifically provided for in this Section 7:

assumption agreement will be furnished to Landlord within thirty (30) days of its execution, in which event Tenant shall be released from its obligations to Landlord under this Lease, and Landlord shall have the right to look solely to the assignee for the full performance of the terms under this Lease. No further assignment of this Lease or subletting of all or any part of the Premises will be permitted;

(iii) Each sublease shall be subject and subordinate to this Lease and to the matters to which this Lease is or will be subordinate, each sublessee's rights will be no greater than those of Tenant, and in the event of default by Tenant under this Lease, Landlord may, at its option, have such sublessee attorn to Landlord provided, however, in such case Landlord will not (i) be liable for any previous act or omission of Tenant under such sublease or, (ii) be subject to any offset not expressly provided for in this Lease or by any previous prepayment of more than one month's rent. Any sublease shall terminate automatically upon the expiration or, unless Landlord elects to have such sublessee attorn to Landlord as aforesaid, termination of the Lease. Each sublease shall expressly include all of the foregoing, although inclusion in any sublease shall not be necessary to give full force and effect to any of the terms and conditions hereof. A copy of each such sublease will be furnished to Landlord within ten (10) days of its execution;

(iv) The acceptance by Landlord of any rent from the assignee or from any subtenant or the failure of Landlord to insist upon strict performance of any of the terms, conditions and covenants of this Lease will not release either Tenant or any assignee assuming this Lease from the Tenant's obligations set forth in this Lease, unless and until Landlord has received a copy of the assumption agreement from assignee;

(v) The proposed assignee or subtenant is not then an occupant of any part of the Building or any other building then owned by Landlord or its affiliates within a five-mile radius of the Building;

(vi) The proposed assignee or subtenant is not an entity or a person or an affiliate of an entity with whom Landlord is or has been, within the preceding six (6) month period, negotiating to lease space in the Building;

(vii) There will not be more than one (1) subtenant in the Premises;

(viii) There shall be no advertisement, public communication or listing of the availability of the Premises for subletting without the prior written consent of Landlord, which shall not be unreasonably withheld; it being specifically understood that it shall not be unreasonable for Landlord to deny its consent if any advertisement or public communication shall list the rental rate in any way or shall adversely reflect on the dignity, character or prestige of the Building;

(ix) Tenant will pay Landlord a TWO THOUSAND FIVE HUNDRED AND 00/100 DOLLAR (\$2,500.00) administrative fee for each request for consent to any sublet or assignment simultaneously with Tenant's request for consent to a specific sublet or assignment;

(x) No assignment or subletting shall be to a person or entity which, in Landlord's reasonable judgment, has a financial standing, is of a character, is engaged in business, is of a reputation, or proposes to use the Premises in a manner, not in keeping with the standards in such respects of the other tenancies of the Building;

(xi) Any part of the term of any such sublease or any renewal or extension thereof, which shall extend beyond a date one (1) day prior to the expiration or earlier termination of the term, shall be a nullity; and

(xii) The proposed assignee or subtenant will use the Premises for the Permitted

rents herein reserved, but no such assignment, subletting, occupancy or collection shall be deemed waiver of the requirements hereof, or the acceptance of the assignee, subtenant or occupant as Tenant hereunder, or a release of Tenant from the further performance by Tenant of Tenant's obligation under this Lease.

(d) Notwithstanding anything contained in this Lease to the contrary, so long as Tenant is not in default of any of the terms, covenants, conditions, provisions and agreements of this Lease, beyond any applicable cure periods, Tenant may assign this Lease or sublet all or any portion of the Premises without Landlord's consent to any other department or office of the Tenant directly or indirectly controlling or controlled by Tenant or under common control with Tenant (a "**Permitted Transfer**") provided that any such transfer is for a valid business purpose and not principally for the purpose of transferring the leasehold for a profit or to a shell entity and further provided that (1) the Tenant named herein shall remain fully and jointly and severally liable for all obligations of the Tenant under this Lease unless such assignee or transferee assumes, by written instrument reasonably acceptable to Landlord and Tenant, all of the obligations of the Tenant under this Lease, and a copy of such assumption agreement has been furnished to Landlord, in which event the Tenant shall be released from all obligations and liability hereunder, and (2) Tenant shall provide Landlord with not less than thirty (30) days prior written notice of any such intended assignment or sublease. Any such assignment or sublease shall otherwise remain subject to the terms and conditions of this Section. Any other assignment or subleasing of Tenant's interest under this Lease will be subject to Landlord's approval, which approval will not be unreasonably withheld, conditioned or delayed.

(e) Except as specifically set forth above, if any portion of the Premises or of Tenant's interest in this Lease is acquired by any other person or entity, whether by assignment, mortgage, sublease, transfer, operation of law or act of the Tenant, or if Tenant pledges its interest in this Lease or in any security deposit required hereunder, Tenant will be in default.

(f) Each permitted assignee or transferee shall assume and be deemed to have assumed this Lease and shall be and remain liable, for the payment of the Fixed Basic Rent and Additional Rent, and for the due performance of all the terms, covenants, conditions and agreements herein contained on Tenant's part to be performed for the Term of this Lease. The liability of Tenant named herein and any immediate and remote successor in interest of Tenant (by assignment or otherwise), and the due performance of the obligations of this Lease on Tenant's part to be performed or observed, shall not in any way be discharged, released, or impaired by any: (a) agreement that modifies any of the rights or obligations of the parties under this Lease; (b) stipulation that extends the time within which an obligation under this Lease is to be performed; (c) waiver of the performance of an obligation required under this Lease; or (d) failure to enforce any of the obligations set forth in this Lease, unless such assignee or transferee assumes, by written instrument reasonably acceptable to Landlord and Tenant, all of the obligations of the Tenant under this Lease, and a copy of such assumption agreement has been furnished to Landlord.

SECTION 8

COMPLIANCE WITH RULES AND REGULATIONS

Tenant will observe and comply with the rules and regulations set forth in Exhibit B and with such further reasonable rules and regulations as Landlord or the maintenance association (of which Landlord is a member and which relates to the operation and maintenance of the Related Facilities) may prescribe from time to time.

including, without limitation, any Tenant Alterations, which shall be the Tenant's responsibility to repair and/or restore).

(b) If the Premises shall be partially or totally damaged or rendered partially or totally untenable by fire or other cause without the fault or neglect of Tenant, Tenant's employees, agents, contractors, visitors or licensees, then, until such repairs are made, Landlord shall repair and /or rebuild same at its own expense with reasonable diligence and the Rent shall be apportioned according to the part of the Premises which is usable by Tenant and shall be abated from the date of such damage to the date the damage shall be substantially repaired to the same condition as required under Section 5 for the occurrence of the Commencement Date.

(c) If the Premises are totally or substantially damaged or are rendered wholly or substantially untenable by fire or other cause, and/or if Landlord shall decide not to restore or not to rebuild the same, or if the Building shall be so damaged that Landlord shall decide to demolish it or not to rebuild it (whether or not the Premises have been damaged), then in any of such events either party may, within one hundred twenty (120) days after the occurrence of such casualty, give the other notice of such decision, and thereupon the Term of this Lease shall expire upon the date set forth in such notice as fully and completely as if such date were the Expiration Date of this Lease. Tenant shall then forthwith quit, surrender and vacate the Premises. Such termination and surrender shall be without prejudice to Landlord's rights and remedies against Tenant under the Lease provisions in effect prior to such termination, and the Rent reserved hereunder shall be apportioned as of the date of such casualty pursuant to Section 9(b).

(d) Unless either party shall serve a termination notice as provided for in Section 9(c) above, Landlord shall make the repairs and restorations as above-described, with all reasonable expedition subject to delays due to adjustment of insurance claims and Force Majeure, and the Rent shall be apportioned according to the part of the Premises which is usable by Tenant and shall be abated from the date of such damage to the date the damage shall be substantially repaired to the same condition as required under Section 5. If Landlord has not substantially completed the making of the required repairs and restored and rebuilt the Premises and/or access thereto (other than to the extent resulting from Tenant's acts or omissions) within twelve (12) months from the date of such damage or destruction and such additional time as Landlord shall be delayed due to adjustment of insurance or Force Majeure, then within thirty (30) days thereafter, Tenant may terminate this Lease by notice to Landlord. No damages, compensation or claims shall be payable by Landlord for delay, inconvenience, loss of business or annoyance arising from any repair or restoration of any portion of the Premises or of the Building.

(e) The words "restoration" and "restore" as used in this Section 9 will include repairs.

(f) The provisions of this Section shall be considered an express agreement governing any case of damage or destruction of the Premises by fire or other casualty, and Section 227 of the Real Property Law of the State of New York, providing for such a contingency in the absence of an express agreement, and any other law of like import, now or hereafter in force, shall have no application in such case.

(g) Notwithstanding any of the foregoing provisions of this Section, if Landlord or the any Superior Lessor or Mortgagor shall be unable to collect all of the insurance proceeds applicable to damage or destruction of the Premises or the Building by reason of the sole negligent action or inaction on the part of Tenant or any of its employees, agents or

Additional Rent paid for any period beyond said date, will be repaid to Tenant. Tenant will not be entitled to any part of the award for such taking or any payment in lieu thereof, but Tenant may file a separate claim for any taking of fixtures and improvements owned by Tenant which have not become the Landlord's property, and for moving expenses, provided the same will, in no way, affect or diminish Landlord's award. In the event of a partial taking which does not effect a termination of this Lease but does deprive Tenant of the use of a portion of the Premises, Tenant will either be entitled to terminate this Lease or to receive an abatement or an equitable reduction in Fixed Basic Rent, depending on the period for which and the extent to which the Premises are not reasonably usable for general office use. In such event, Landlord shall, at its own cost and expense, make all necessary repairs or alterations to the Building and/or the Premises for Tenant's intended use of the Premises.

SECTION 11

REMEDIES ON DEFAULT

(a) If Tenant defaults in the payment of Fixed Basic Rent or any Additional Rent or in the performance of any of the other material covenants and conditions of this Lease or permits the Premises to become deserted, abandoned or vacated for a period of six (6) months, subject to Force Majeure, Landlord may give Tenant notice of such default. Tenant shall cure any Fixed Basic Rent or Additional Rent default within ten (10) business days or other default within forty-five (45) calendar days after the giving of such notice (or, if such other default is of such nature that it cannot be completely cured within such period, and the continuance of such default during any cure period will not subject Landlord to the risk of criminal liability or termination of any superior lease or foreclosure of any superior mortgage, Tenant may commence such curing within such forty-five (45) calendar days and thereafter continuously proceed with reasonable diligence and in good faith to cure such default). In the event of two (2) or more monetary defaults by Tenant under this Lease within the same consecutive twelve (12) month period, or other breach by Tenant of a material term or provision under this Lease, which have not been cured within the applicable grace or cure periods, then Landlord may terminate this Lease upon not less than thirty (30) days' notice to Tenant, and on the date specified in such notice the Term of this Lease and Tenant's right of possession of the Premises will terminate, and Landlord may exercise any and all rights and remedies available to it under this Lease, at law or in equity.

(b) If Landlord defaults in the performance of any provisions, covenants and conditions of this Lease or its obligations under it, Tenant may give Landlord written notice of such default or breach of the Lease. Landlord shall cure such default within thirty (30) days after the giving of such notice by Tenant (or if such default is of such nature that it cannot be completely cured within such period, and the continuance such default during any cure period will not subject Tenant to the risk of criminal liability or termination of any superior lease or foreclosure of any superior mortgage, Landlord may commence such curing within such thirty (30) calendar days and thereafter continuously proceed with reasonable diligence and in good faith to cure such default). In the event Landlord does not cure such default within aforesaid cure periods, Tenant may have all the rights and remedies available under this Lease, at law or in equity, including, but not limited, the right to terminate this Lease upon thirty (30) days' written notice to Landlord, or cure the Landlord's default, pursuant to subparagraph (c) below. Each right and remedy of Tenant provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity or otherwise, and the exercise by Tenant of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or otherwise shall not preclude the simultaneous or later exercise by Tenant of any or all other rights or remedies.

(c) In the event of a default by either party with respect to a material provision of this Agreement, which is not cured within any applicable notice and cure periods, without limiting the

receipt of an invoice setting forth the amount due from the defaulting party together with supporting documentation, the non-defaulting party may offset the full undisputed amount due against all fees due and owing to the defaulting party until the full undisputed amount is fully reimbursed to the non-defaulting party, together with interest thereon at Prime plus three (3%) percent per annum. The foregoing to the contrary, in the event Tenant cures a default from Landlord, in no event shall Tenant deduct more than an amount equal to fifty percent (50%) of each installment of Fixed Basic Rent until repaid in full or if the remaining months of the Term will not permit a full recoupment, Tenant may deduct said amount from any installment of Fixed Basic Rent by increasing the aforesaid percentage over the number of months remaining in the balance of the Term sufficient to be fully repaid by the Expiration Date. Notwithstanding anything to the contrary in the foregoing, to the extent any repair or maintenance must be performed within the premises of any other tenant in the Building, Tenant shall provide Landlord with notice by e-mail to dramsay@gdcllc.com and/or clynch@gdcllc.com or to such other recipients as Landlord may designate in writing that Tenant will need access thereto and listing Tenant's contractors that will perform the required work. In the event Landlord fails to coordinate such access with affected tenant and either by authorize Tenant's contractors or use Landlord's contractors to perform the required work, to the reasonable satisfaction of Tenant, within ten (10) business days after said notice, Landlord's approval shall be deemed approved and Tenant may, but is not obligated to, proceed to complete the work provided it obtains such tenant's consent and Tenant's obligation to pay Fixed Basic Rent will then be abated proportionately with the degree to which Tenant's use of the Premises is materially and adversely impaired, up to an amount not to exceed fifty (50%) percent of the amount of each installment of Fixed Basic Rent until such time as Landlord complies with its repair and maintenance obligations under this Lease. In no event will Tenant have the right to enter another tenant's premises for any other reason without Landlord's consent.

(d) If at or before the Commencement Date or at any time during the Term there shall be filed against either party in any court pursuant to any statute either of the United States or of any state a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of such party's assets, and within sixty (60) days thereafter such party fails to secure a discharge thereof, or if such party shall make an assignment for the benefit of creditors or petition for or enter into an arrangement or composition with creditors, or takes advantage of any statute relating to bankruptcy, this Lease shall, thereupon, upon notice from the non-defaulting party be canceled and terminated, if permitted by such statutes. In the event of any such cancellation and termination, this Lease shall terminate (whether or not the Term shall theretofore have commenced) with the same force and effect as if that day were the Expiration Date, but such party shall remain liable for damages as provided in this Lease. In addition to the other rights and remedies available to Landlord by virtue of any other provision of this Lease or by virtue of any statute or rule of law, Landlord may retain as liquidated damages any rent, the Security Deposit, if any, and/ or any other monies received by it from Tenant or others on behalf of Tenant.

(e) Anything in this Lease to the contrary notwithstanding, and without limiting any of Landlord's rights and remedies hereunder, at law and/or in equity, in the event that the Lease is terminated as a result of a default by Tenant, as set forth in subparagraph (a), beyond any applicable notice and cure period, Tenant then shall promptly reimburse Landlord upon demand for the amount (amortized over the Term), if applicable, of (i) any abatement of rent during the Rent Concession Period (ii) any broker commissions paid by Landlord in connection with this Lease and any extension of the Term, (iii) the cost of the Work (as hereinafter defined) and (iv) any allowance or credits given to Tenant, upon submission of an invoice together with supporting documentation.

Tenant, and receive the rent therefor, at such rent as Landlord is able to negotiate, provided however Landlord uses commercially reasonable efforts to relet the Premises at market rates used for similar premises located within the same geographic region and such other terms as shall be satisfactory to the Landlord, in its sole but reasonable discretion, and all rights of Tenant to repossess the Premises shall be forfeited. Any such reletting may be of the entire Premises or any part thereof, either in the name of Landlord or otherwise, for a term or terms, which may at Landlord's option be less than or in excess of the period which would otherwise have constituted the balance of the Term and may provide for rent concessions or free rent provided such concessions serve to mitigate Tenant's damages. Such re-entry or reletting, or both, by Landlord shall not operate to release Tenant from paying the difference between any Fixed Based Rent and Additional Rent owed by Tenant for the remainder of the then applicable term and the rent and other amounts actually received by Landlord from the new tenant(s) leasing all or a portion of the Premises. For the purposes of reletting, Landlord shall be authorized to make such repairs or alterations in or to the Premises as Landlord shall deem reasonably necessary to restore the same to the original condition, except for normal wear and tear. Tenant shall be liable to Landlord for the cost of such repairs and all reasonable expenses of such reletting, including, but not limited to, reasonable attorney's fees and brokerage fees. Tenant shall not be entitled to any surplus accruing as a result of any such reletting.

(c) In the event of a breach or threatened breach by Tenant of any of the covenants or provisions hereof, Landlord shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if re-entry, summary proceedings and other remedies were not provided for herein. Mention in this Lease of any particular remedy shall not preclude Landlord from any other remedy at law or in equity.

(d) Each right and remedy of Landlord provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity or otherwise, and the exercise by Landlord of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or otherwise shall not preclude the simultaneous or later exercise by Landlord of any or all other rights or remedies.

(e) Landlord reserves the right, without liability to Tenant and without constituting any claim of constructive eviction, to suspend furnishing or rendering to Tenant any property, material, labor, utility or other service, wherever Landlord is obligated to furnish or render the same at the expense of Tenant, in the event that (but only for so long as) Tenant is in arrears in paying Landlord therefor, beyond any applicable cure periods.

SECTION 13 **DEFICIENCY**

(a) If as a result of any Tenant default which has not been cured within the applicable cure period, hereunder (i) this Lease and the Term shall end, or (ii) if Landlord shall re-enter the Premises as herein provided, then, in any of such events:

(i) Tenant shall pay to Landlord all Rent payable under this Lease by Tenant to Landlord up to the Expiration Date to the date of re-entry upon the Premises by Landlord, as the case may be;

(ii) Landlord shall be entitled to retain all monies, if any, paid by Tenant to Landlord, whether as prepaid Rent, the Security Deposit (if any) or otherwise, and to draw upon any Letter of Credit or other security deposited by Tenant hereunder and retain the proceeds thereof,

the Rent for the period which otherwise would have constituted the unexpired portion of the Term (assuming Additional Rent during such period to be the same as had been payable for the year immediately preceding such termination or re-entry, increased in each succeeding year by three percent (3%) (on a compounded basis)) less the aggregate amount of Deficiencies theretofore collected by Landlord for the same period.

(b) Nothing herein contained shall be construed to limit or preclude recovery by Landlord against Tenant of any sums or damages to which, in addition to the damages particularly provided above, Landlord may lawfully be entitled by reason of any default hereunder or otherwise on the part of Tenant. In any case where Tenant has defaulted and Landlord has recovered possession of the Premises or terminated this Lease or Tenant's right to possession, Tenant's obligation to pay Landlord all the Fixed Basic Rent and Additional Rent up to and including the Expiration Date will not be discharged or otherwise affected. Landlord will have all rights and remedies available to Landlord at law and in equity by reason of Tenant's default, and may periodically sue to collect the accrued obligations of the Tenant together with interest at Prime plus three (3%) percent per annum from the date owed to the date paid, but in no event greater than the maximum rate of interest permitted by law.

SECTION 14 **QUIET ENJOYMENT/SUBORDINATION**

(a) Landlord covenants that if, and so long as, Tenant pays all of the Rent due under this Lease and keeps, observes and performs each and every term, covenant, agreement, condition and provision of this Lease on Tenant's part to be kept, observed and performed, Tenant may peaceably and quietly enjoy the Premises without hindrance or molestation by Landlord or by any other person lawfully claiming through or under the same.

(b) This Lease, and all rights of Tenant hereunder, are and shall be (i) subject and subordinate in all respects to all present ground leases, over-riding leases and underlying leases and/or grants of term affecting the Premises and/or the Building in whole or in part now existing (each a "**Superior Lease**" and, collectively, "**Superior Leases**") and (ii) subject to all present mortgages, building loan agreements and other security interests, which affect the Premises and/or the Building and/or any Superior Leases (each a "**Mortgage**" and, collectively, "**Mortgages**"), and all advances under any Mortgage, whether or not the Superior Leases or Mortgages shall also cover other lands and/or buildings. The foregoing shall extend to each and every advance made or hereafter to be made under any existing Mortgage, and to all renewals, modifications, replacements and extensions of any Superior Lease and/or Mortgage and spreaders, consolidations and modifications of any such Mortgage. Notwithstanding the foregoing, if Landlord does not obtain financing from the Anticipated Mortgagee on or before December 1, 2024 ("December 1st Date"), then Landlord shall use commercially reasonable efforts, at its sole cost (not including Tenant's legal fees), to provide a form of Non-Disturbance Agreement, in recordable form, from the lessor under any existing Superior Lease (the "**Superior Lessor**") and/or the holder of any existing Mortgage (the "**Mortgagee**"), on such terms as are reasonably acceptable to Tenant and to such Superior Lessor or Mortgagee within thirty (30) days from the December 1st Date, and shall diligently proceed to obtain such agreement for the benefit of Tenant. Landlord has advised Tenant that Landlord is in the process of obtaining a mortgage loan from an affiliate of Benefit Street Partners (the "**Anticipated Mortgagee**") and is expecting to obtain said mortgage loan on, before or around the Effective Date. Landlord represents to Tenant that the Anticipated Mortgagee has received the final draft of this Lease and has not raised any objections to any of the terms set forth herein. Further, Landlord represents that, under the terms of the loan documents to be executed by Landlord in connection with the mortgage made in favor of the Anticipated Mortgagee, Landlord shall deposit one hundred percent of the cost to complete Landlord's Work and pay any

the Tenant to the rights and remedies set forth in Section 11 hereof, including the right to terminate the Agreement, without further obligation or liability whatsoever.

(c) This Lease may be subordinate to any future Superior Lessor or Mortgagee or any other future holder of an interest over all or any part of the Real Property, which from time to time may encumber the all or a portion of the Real Property, provided, however, as a condition precedent to Tenant subordinating its interests in this Lease to any such future Superior Lessor or Mortgagee or any other future holder of an interest over all or any part of the Real Property, Landlord obtains a Subordination, Non-Disturbance and Attornment Agreement for the Tenant's benefit in form reasonably acceptable to Tenant and such Superior Lessor or Mortgagee.

(d) Tenant shall take no steps to terminate this Lease without giving written notice to any Superior Lessor or Mortgagee or future lender, lessor or designee of Landlord, and a reasonable opportunity to cure (without such Superior Lessor or Mortgagee being obligated to cure), any default on the part of Landlord under this Lease.

SECTION 15

SECURITY DEPOSIT

Tenant is not required to deposit with Landlord any Security Deposit or other security for the performance of Tenant's obligations under this Lease.

SECTION 16

INTENTIONALLY OMITTED

SECTION 17

LIENS

Tenant will not permit any lien or other encumbrance to be filed as a result of any act or omission (or alleged act or omission) of Tenant. Tenant will, within sixty (60) days after notice from Landlord, discharge or satisfy by bonding or otherwise any liens filed against Landlord or all or any portion of the Real Property as a result of any such act or omission, including any lien or encumbrance arising from contract or tort claims.

SECTION 18

RIGHT TO INSPECT AND REPAIR

Landlord or its designees may enter the Premises (but will not be obligated to do so) at any reasonable time on reasonable advance notice to Tenant (except that no notice need be given in case of emergency as reasonably determined by Landlord) for the purpose of: (i) inspection; (ii) performance of any work or the making of any repairs, replacements or additions in, to, on and about the Premises or the Building, as Landlord deems necessary or desirable; (iii) showing the Premises to prospective purchasers, lenders and/or tenants or (iv) for any other reasonable purpose. Tenant will provide Landlord or its designees free and unfettered access to any mechanical or utility rooms, conduits, risers or the like located within the Premises. Landlord or any prospective tenant shall have the right to enter the space to perform inspections, surveys, measurements or such other reasonable activities as may be necessary to prepare the Premises for occupancy by the succeeding tenant. Tenant will have no claims, including claims for interruption of Tenant's business, or cause of action against Landlord by reason of entry for such purposes provided Landlord acted to reduce or minimize any disruption or adverse interference with Tenant's business operations. Landlord shall be allowed to take all material into and upon the Premises that may be required for the operation, maintenance, repair or alteration above mentioned without the same constituting an eviction of Tenant in whole or

cleaning purposes; but if Tenant requires, uses or consumes water for any other purpose, Landlord may install, at Tenant's expense, a meter or meters or other means to measure Tenant's water consumption and Tenant shall reimburse Landlord for the cost of all water consumed as measured by said meter or meters or as otherwise measured, and (v) janitorial service (as set forth in Exhibit D), all in a manner comparable to that of similar buildings in the area. In addition, Landlord shall, as an Operating Cost, provide Common Facilities lighting at the Real Property during Building Hours and for such additional hours as, in Landlord's reasonable judgment, is necessary or desirable to insure proper operation of the Real Property.

(b) Tenant will be entitled to make use of HVAC beyond the Building Hours, at Tenant's sole cost and expense, provided Tenant has notified Landlord by 3:00 p.m. on the day that Tenant will require said overtime use if said overtime use is required on any weekday, and by 3:00 p.m. on Friday for Saturday and/or Sunday overtime use. Tenant will pay Landlord the HVAC After Hours Charge (as defined in the Basic Lease Provisions) for HVAC beyond the Building Hours. There is a four (4) hour minimum HVAC After Hours Charge for Saturdays and Sundays. Notwithstanding the foregoing to the contrary, the parties agree that if Tenant notifies Landlord on or before 3:00 on Friday before any given Saturday, there shall be no HVAC charges for such Saturday charged to the Tenant.

(c) Any damage caused to the HVAC equipment, appliances or appurtenances as a result of the negligence of, or careless operation of the same by, Tenant or its agents, servants, employees, licensees, invitees, or visitors shall be repaired by Landlord, and the cost and expense thereof shall be paid by Tenant, as additional rent, within thirty (30) days after being billed therefor.

(d) Landlord reserves the right, without any liability to Tenant, to interrupt, curtail or suspend the services required to be furnished by Landlord under this Lease when the necessity therefor arises by reason of accident, emergency, mechanical breakdown, or when required by any law, order or regulation of any federal, state, county or municipal authority, or by reason of Force Majeure. Landlord shall exercise all commercially reasonable diligence to eliminate the cause of stoppage and to effect restoration of service and shall give Tenant reasonable notice, whenever practicable, of the commencement and anticipated duration of such stoppage. No diminution or abatement of rent or other compensation shall be claimed by Tenant as a result therefrom, nor shall this Lease or any of the obligations of Tenant be affected or reduced by reason of such interruption, curtailment or suspension, provided Landlord proceeds with diligence to address any such emergency or mandatory stoppage event. In the event the interruption of any service is an Essential Service (as defined below), the interruption is not the result of Force Majeure or any act or omission of Tenant, and the interruption continues for five (5) consecutive business days, then, as its sole remedy, Tenant shall be entitled to an abatement of pro-rated Fixed Basic Rent due for each day of such ongoing default or interruption commencing as of the sixth (6th) business day after the interruption or curtailment and ending on the earlier of (x) the date Tenant reoccupies any portion of the Premises that was so affected, and (y) the date on which such condition is substantially remedied. "Essential Service" shall mean any service which, if not provided, shall (1) effectively deny access to the Premises, (2) threaten the health or safety of any occupants of the Premises, (3) prevents or materially and adversely restrict the usage of more than twenty- five percent (25%) of the Premises for the ordinary conduct of Tenant's business.

(e) Tenant shall not clean from the outside, or allow to be cleaned from the outside by anyone acting for or on behalf of Tenant, any window in the Premises. Notwithstanding anything in this Section to the contrary, upon Tenant's request, Tenant shall pay to Landlord on demand the costs incurred by Landlord for (a) cleaning work in the Premises or the Building required because of (i) misuse or neglect on the part of Tenant or its employees, agents, contractors, licensees or

SECTION 20

TENANT'S ESTOPPEL

Tenant agrees, at any time, and from time to time, upon not less than twenty (20) days' prior notice by Landlord, to execute, acknowledge and deliver without cost or expense to Landlord, a statement in writing addressed to the party requesting same (i) certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications), (ii) certifying the dates to which the Fixed Basic Rent, Additional Rent and other charges have been paid, the amount of the Security Deposit (if any), and any amount(s) due from Landlord to Tenant for any construction work, (iii) stating whether or not to the best knowledge of Tenant, there exists any default in the performance of any covenant, agreement, term, provision or condition contained in this Lease, and if so, specifying each such default of which Tenant may have knowledge, and (iv) certifying as to any other matter as Landlord shall reasonably request; it being intended that any such statement delivered pursuant hereto may be relied upon by the party requesting same and by any other person with whom Landlord may be dealing. If Tenant fails to execute any such instrument within said twenty (20) day period, (a) such failure shall constitute a material default by Tenant under this Lease and, in such event, Tenant agrees to pay as liquidated damages, in addition to all other remedies available to Landlord, an amount equal to \$100 per day for each day that Tenant fails to deliver such certificate to Landlord after the expiration of such twenty (20) day period and (b) Tenant irrevocably appoints Landlord as its attorney-in-fact, in Tenant's name, to execute such instrument.

SECTION 21

HOLDOVER TENANCY

Tenant agrees that it must surrender possession of the Premises to Landlord on the Expiration Date or earlier termination of the Term. Tenant agrees to indemnify and hold Landlord harmless from and against all liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including attorneys' fees, resulting from any delay by Tenant in so surrendering the Premises, including any claims made by any succeeding tenant based on such delay. Tenant agrees that if possession of the Premises is not surrendered to Landlord on the Expiration Date or earlier termination of the Term, then Tenant agrees to pay Landlord as liquidated damages for each month and for any portion of a month during which Tenant holds over in the Premises after the Expiration Date or earlier termination of the Term, a sum or sums equal to the following: (a) for the first and second months (or portions thereof) of any such holdover 100% of the average Fixed Basic Rent and Additional Rent which was payable per month under this Lease during the last three months of the Term and (b) for the third month and each month thereafter (or portions thereof) 125% of the average Fixed Basic Rent and Additional Rent which was payable per month under this Lease during the last three months of the Term. Such liquidated damages shall not limit Tenant's indemnification obligation set forth above, including, without limitation, with respect to claims made by any succeeding tenant based on Tenant's failure or refusal to surrender the Premises to Landlord on the Expiration Date or sooner termination of the Term. Nothing contained herein shall be deemed to authorize Tenant to remain in occupancy of the Premises after the Expiration Date or sooner termination of the Term and, in the event of any such holdover, Landlord may pursue any and all remedies to which it may be entitled under this Lease, at law or in equity.

SECTION 22

OVERDUE RENT CHARGE/INTEREST

(a) Any other amount owed by Tenant to Landlord which is not paid when due will bear interest at the lesser of (i) the rate of two percent (2%) per month from the due date of such amount, or (ii) maximum legal interest rate permitted by law. The payment of interest

Westchester, Tenant may, in lieu of procuring and maintaining the aforementioned insurance, elect to obtain such insurance through a program of self-insurance, in accordance with Local Law 6-1986 and Chapter 295 of the Laws of Westchester County.

(ii) If the Tenant changes from a self-insurance program to a traditional insurance program then the Tenant at its expense, shall maintain throughout the Term the following types of insurance: (a) Commercial General Liability Insurance covering claims for bodily injury, death and property damage occurring upon, in, or about the Premises; such insurance shall afford coverage of not less than \$4,000,000.00 combined, single limit for bodily injury, death and property damage and shall indicate that the Landlord and Others in Interest are additional insureds; there shall be added to or included within said liability insurance all other coverages as may be usual for Tenant's use of the Premises; said insurance shall be written in a primary policy not contributing with, or in excess of, insurance that Landlord and Others in Interest may have and shall include coverage on an "occurrence basis" rather than a "claims made" basis; (b) commercial auto liability insurance providing bodily injury and property damage coverage on an occurrence basis at a combined single limit of not less than \$3,000,000; (c) "all risk" property insurance on all of Tenant's Property, including contents and trade fixtures; (d) workers' compensation and employer's liability as required by law; (e) disability benefits liability as required by law; (f) owners' and contractors' protective liability coverage in an amount not less than \$2,000,000 during the performance by or on behalf of Tenant of any work under this Lease, until completion thereof; and (g) insurance covering in full interruption of Tenant's business for a minimum of twelve (12) months. All policies obtained by Tenant will be issued by carriers having ratings in Best's Insurance Guide ("**Best**") of A and VIII, or better (or equivalent rating by a comparable rating agency if Best no longer exists) and licensed in the State. The general liability policies must be endorsed to be primary and noncontributing with the policies of Landlord being excess, secondary and noncontributing and shall contain an endorsement stating no policy will be canceled, nonrenewed or materially modified without thirty (30) days' prior written notice by the insurance carrier to Landlord (the "**Cancellation Endorsement**"). If the forms of policies, endorsements, certificates, or evidence of insurance required by this Section 23 are superseded or discontinued, Landlord may require other equivalent or better forms. Evidence of the insurance coverage required to be maintained by Tenant, represented by certificates of insurance issued by the insurance carrier, must be furnished to Landlord prior to Tenant occupying the Premises and at least thirty (30) days prior to the expiration of current policies. Copies of all endorsements required by this Section 23 must accompany the certificates delivered to Landlord. The certificates will state the amounts of all deductibles and self-insured retentions and the Cancellation Endorsement. If requested in writing by Landlord, Tenant will provide to Landlord a certified copy of any or all insurance policies or endorsements required by this Section 23. The insurance described in clauses (a), (b) and (f) hereof shall indicate that the Landlord and Others in Interest are additional insureds.

(b) Landlord's Insurance. Landlord agrees to procure and maintain throughout the Term insurance naming the Tenant as additional insured, insurance that satisfies the Insurance Requirements and otherwise as provided and described in Exhibit K attached hereto and made a part hereof, as well as other insurance covering such other risks as Landlord may from time to time determine in its reasonable judgment, including, without limitation (if Landlord so elects), insurance against earthquake, terrorism, flood and rental loss.

(c) Tenant will not do or allow anything to be done on the Premises which will increase the rate of fire insurance on the Building from that of a general office building. If any use of the Premises by Tenant results in an increase in the fire insurance rate(s) for the Building, Tenant will pay Landlord, as Additional Rent, any resulting increase in premiums. Tenant's insurance obligations set forth in Section 23 (a) (i) above shall continue in effect throughout the Term and after the Term as long as Tenant or anyone claiming by, through or under

reason of the provisions of this Section 23(c). Each party shall bear the risk of its own deductibles. Landlord and Tenant acknowledge that the insurance requirements of this Lease reflect their mutual recognition and agreement that each party will look to its own insurance and that each can best insure against loss to its property and business no matter what the cause. If Tenant fails to maintain insurance for loss including, without limitation, business interruption, Tenant shall be deemed to have released Landlord for all loss or damage which would have been covered if Tenant had so insured.

(e) Landlord will at all times during the Term, as an Operating Cost, carry a policy of insurance which insures the Building, including the Premises and the Work, if any, against loss or damage by fire or other casualty (namely, the perils against which insurance is afforded by a standard fire insurance policy); provided, however, that Landlord will not be responsible for, and will not be obligated to insure against, any loss of or damage to any personal property or trade fixtures of Tenant or any alterations which Tenant may make to the Premises or any loss suffered by Tenant due to business interruption. All insurance maintained by Landlord pursuant to this Section 23(d) may be effected by blanket insurance policies.

(f) Tenant acknowledges that Landlord will not carry insurance on Tenant's Property and agrees that Landlord will not be obligated to repair any damage thereto or replace the same.

(g) The limits of all insurance provided under this Section 23 shall not limit Tenant's liability to Landlord under this Lease. If Tenant fails to maintain insurance or decides to self-insure for any loss including, without limitation, business interruption, Tenant releases Landlord and Others in Interest for all loss or damage which could have been covered if Tenant had so insured.

SECTION 24

SURRENDER

Upon the expiration or earlier termination of this Lease, Tenant shall quit and surrender the Premises in good order and condition, ordinary wear and tear and damage by fire or other casualty, the elements and any cause beyond Tenant's control excepted.

SECTION 25

WAIVERS

(a) The failure of Landlord to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this Lease, or any of the Rules and Regulations set forth or hereafter adopted by Landlord, shall not prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. The receipt by Landlord of rent with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach. No provision of this Lease shall be deemed to have been waived by Landlord, unless such waiver be in writing signed by Landlord. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated Rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy in this Lease provided or otherwise. No act by Landlord or its agent shall be deemed an acceptance of a surrender of the Premises and no agreement to accept such surrender shall be enforceable unless in writing and signed by Landlord. No

SECTION 26

TENANT'S PROPERTY

(a) All of Tenant's Property shall be removed by Tenant, at its sole cost and expense, upon the expiration or sooner termination of this Lease. In case of material damage by reason of such removal, Tenant shall restore the Premises to good order and condition. All property permitted or required to be removed by Tenant at the end of the Term remaining in the Premises sixty (60) days following the expiration or earlier termination of the Lease shall be deemed abandoned and may be retained or disposed of by Landlord at Tenant's expense and as Landlord, in its sole discretion, shall determine without any accountability or liability whatsoever to Tenant, and Tenant hereby releases Landlord from all claims for loss or damage to such property arising out of such retention or disposition thereof.

(b) For purposes of this Lease, "**Tenant's Property**" means all Tenant's trade fixtures, furniture, furnishings and equipment including, without limitation, computer and communications equipment and facilities (excluding any electric meter and related wiring) whether or not attached to or built into the Premises, which are installed by or for the account of Tenant (excluding any work performed by Landlord at Landlord's cost and expense), and which can be removed without material damage to the Premises or the Building. The foregoing notwithstanding, Tenant may but shall not be required to remove cabling or wiring and any Tenant's Property which cannot be removed without material damage to the Premises or the Building.

SECTION 27

CHANGES TO PREMISES/BUILDING.

(a) Tenant shall permit Landlord to install, use and maintain pipes and conduits in and through the Premises and unless such installations reduce the gross rentable square footage in the Premises in excess of one (1%) percent, there shall be no adjustment in the Rent. Where access doors are required for mechanical trades in or adjacent to the Premises, Landlord shall furnish and install such access doors and confine their location wherever practical to closets, coat rooms, toilet rooms, corridors, and kitchen or pantry rooms. Landlord and Tenant shall cooperate with each other in the location of Landlord's and Tenant's facilities requiring such access doors.

(b) Landlord shall have the right at any time without thereby creating an actual or constructive eviction or incurring any liability to Tenant therefor, to change the arrangements or location of such of the following as are not contained within the Premises or any part thereof: entrances, passageways, doors and doorways, corridors, stairs, toilets, and other like public or service portions of the Building or the Real Property, as well as to make such changes in or to the entrance doors to the Premises, without any adjustment in the Rent due hereunder from Tenant.

SECTION 28

LIABILITY/ INDEMNITY

(a) In addition to, and not in limitation of the insurance provisions contained in Section 23, and to the extent permitted by applicable laws, except for the amount, if any, of damage contributed by, or resulting from the negligence of the other party, each party shall defend, indemnify and save the other harmless against any and all claims of liability or loss, obligations, damages, costs and expenses, including reasonable attorneys' fees, from personal injury or property damage resulting from or arising out of its own negligence or the negligent

given. The indemnifying party shall not settle any claim, demand, lawsuit or the like without the prior written consent of the indemnified party, which shall not be unreasonably withheld, delayed or conditioned.

(b) Except as expressly otherwise provided in this Lease, Landlord shall have no liability to Tenant by reason of any inconvenience, annoyance, interruption or injury to business arising from Landlord or any tenant making any repairs or alterations or performing maintenance services, whether or not Landlord is required or permitted by this Lease or by law to make such repairs or alterations or to perform such services in or to any portion of the Real Property, Building or Premises, or in or to the fixtures, equipment or appurtenances of the Building or the Premises.

(c) Tenant shall look solely to the estate and interest of Landlord, its successors and assigns, in the Real Property and Building (or the proceeds thereof) for the collection of a judgment (or other judicial process) requiring the payment of damages or money by Landlord in the event of any default by Landlord hereunder, and no other property or assets of Landlord (or if Landlord is a partnership of any partner of Landlord) shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under or with respect to either this Lease, the relationship of Landlord and Tenant hereunder or Tenant's use and occupancy of the Premises.

(d) This Section 28 shall survive the expiration or earlier termination of this Lease.

SECTION 29

BROKER

The parties represent and warrant to each other that no broker brought about this transaction other than Tenant's Broker and Landlord's Broker and each party agrees to indemnify and hold the other harmless from any and all claims of any broker(s) with whom such party has dealt arising out of or in connection with the negotiations of or entering into of this Lease by Tenant and/or Landlord. Landlord agrees to pay Tenant's Broker and Landlord's Broker a commission pursuant to separate agreements. It is understood and agreed by and between the parties hereto that the representations set forth in this paragraph are a material element of this Lease. This Section shall survive expiration or earlier termination of this Lease.

SECTION 30

NOTICES

Any notice by either party to the other shall be in writing and shall be deemed to have been duly given only if (i) delivered personally or (ii) sent by registered mail or certified mail return receipt requested in a postage paid envelope or (iii) sent by nationally recognized overnight delivery service for next business day delivery, if to Tenant, to the addresses set forth above in Section 13, which shall include copies to the Westchester County Attorney and the Director of Countywide Administrative Services and Real Estate as set forth above in Section 13; if to Landlord, to the Landlord's address as set forth above in Section 13, with a copy to Landlord's counsel as set forth above; or, to either at such other address as Tenant or Landlord, respectively, may designate in writing in accordance herewith. Notice shall be deemed to have been duly given, if delivered personally, on delivery thereof, if mailed, upon the third (3rd) business day after the mailing thereof or if sent by overnight delivery service, the next business day.

(including those named on OFAC's Specially Designated Nationals and Blocked Persons List) or under any statute, executive order (including Executive Order 13224 signed on September 23, 2001 (the "**Executive Order**") and entitled "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism"), or other governmental action, (ii) that such party and Others in Interest's activities do not violate the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001 or the regulations or orders promulgated thereunder (as amended from time to time, the "**Money Laundering Act**"), and (iii) that throughout the Term each party will comply with the Executive Order and the Money Laundering Act.

SECTION 32

PARKING SPACES

(a) Tenant's occupancy of the Premises will include the exclusive right to use 229 designated Parking Spaces set forth in the Basic Lease Provisions, including 40 Electric Vehicle Charging Stations, for parking of automobiles in the garage located on the Real Property, as more particularly depicted on Exhibit A. Such Parking Spaces shall be considered a part of the Premises.

(b) In connection with the use of such reserved Parking Spaces, Tenant shall have a non-exclusive right of access over the entrance(s) and exit(s) to and from the garage. Tenant shall observe all regulations adopted by Landlord or any other operator of the garage in connection with the operation of the garage.

(c) Tenant's rights in and to the reserved Parking Spaces shall be exclusive. Tenant's reserved Parking Spaces shall be identified with either signage or the use of a color coding system. Tenant and its invitees shall not at any time park any oversized trucks or delivery vehicles in the garage. The garage will be accessible to Tenant's employees and invitees twenty-four (24) hours per day, seven (7) days per week. Nothing herein contained shall restrict other portions of the garage from being made available for use by the general public.

(d) The Parking Spaces, all other parking areas and the roadways and driveways used in connection therewith by Tenant and its invitees shall be used at their own risk, and Landlord shall not be liable for loss or damage to any vehicle or its contents, resulting from theft, collision, vandalism or any other cause. Landlord shall have no obligation to provide a guard or other personnel or device to patrol, monitor, guard, or secure any parking area, and if Landlord does provide such personnel or device Landlord shall have the right to terminate or withdraw such personnel or device at any time. Landlord shall have no liability for any acts or omissions of such personnel or device in failing to prevent such theft, vandalism, or loss or damage by other cause.

(e) There shall be no overnight parking except in that portion, if any, of the garage designated for such purpose by Landlord, in Landlord's sole discretion. Landlord shall not be required to make such designation. Any designation so made, may be rescinded at any time. Tenant shall cause its employees and invitees to remove their vehicles from the garage at the end of the working day, if there shall be no overnight parking area, or to place their cars in the overnight parking area, if designated. If any vehicles owned by Tenant shall remain in the garage overnight, except in the designated overnight parking area, if any, all costs or liabilities incurred by Landlord due to the presence of such vehicles and/or in removing such vehicles in order to effectuate cleaning, maintenance or operation of the garage, or any damage resulting to said vehicles or to Landlord's equipment or equipment owned by others, by reason of the presence or removal of said vehicles, shall be paid by Tenant to Landlord, as additional rent.

Spaces set forth in the Basic Lease Provisions to be used in accordance with the terms hereof, in which case the Annual Parking Fee shall be adjusted downward accordingly by the then current monthly rate for each Parking Space that is surrendered and upward by such rate for each Parking Space that is added. Tenant's reduction of Parking Spaces or use of such additional Parking Spaces shall be subject to the execution of a separate agreement to memorialize the addition or reduction of the elected number of Parking Spaces and increasing or decreasing the Monthly Parking Fee.

(i) Tenant shall have exclusive access to 40 electric car charging stations, provided that Tenant shall be solely responsible for the electricity charges in connection therewith. It is hereby understood that Landlord shall maintain and repair the 40 electric car charging stations, at its sole cost and expense during the Term of this Lease. Tenant shall have the right, at Tenant's sole option, to relinquish up to twenty percent (20%) of the required electric car charging stations, for use by other tenants or invitees of the Building, provided Tenant is not required to pay for the electricity charges related thereto. Such election may be withdrawn by Tenant at any time, after the giving of notice to Landlord of such election.

(j) Landlord reserves the right from time to time to: (i) restrict parking by tenants, their officers, agents, employees, customers and invitees, to designated areas; (ii) discontinue, restrict or temporarily suspend use of all, or any portion of, the parking areas for such period of time as may be necessary in Landlord's sole discretion, to perform maintenance or repairs; (iii) limit the parking of vans, limousines and other large vehicles to specified areas; and (iv) institute control mechanisms and systems in order to regulate the use of the common parking area.

SECTION 33

HAZARDOUS SUBSTANCES

(a) Notwithstanding any contrary provisions of this Lease whatsoever, including, without limitation, those pertaining to use and Permitted Use, Tenant shall not use, or permit the use of the Premises or the Real Property so as to create or result in, directly or indirectly, (a) any sudden or gradual spill, leak, discharge, escape, seepage, infiltration, abandonment, dumping, disposal or storage of any hazardous or industrial waste, substance or contamination, effluent, sewage, pollution or other detrimental or deleterious material or substance (including without limitation asbestos), or the disposal, storage or abandonment on the Real Property of any material, tank or container holding or contaminated by any of the foregoing or residues thereof, or the installation of any material or product containing or composed of any of the foregoing, in, on, from, under or above the Real Property (the foregoing occurrences being hereinafter collectively called "**Environmental Hazard**"), unless such Environmental Hazards are caused or exacerbated by the specific activities of Landlord or its employees, contractors, agents or tenants and/or were in existence at the Premises and/or the Real Property prior to Tenant's use of the Premises and/or the Real Property, or (b) any violation, or state of facts or condition which would result in a violation, of any federal, state or local statute, law, code, rule, regulation or order applicable to any Environmental Hazard (the foregoing being hereinafter collectively called "**Legal Violation**"). To the extent permitted by law, in the event of the violation of the foregoing by Tenant, in addition to all other rights and remedies of Landlord under this Lease, regardless of when the existence of the Environmental Hazard or Legal Violation is determined, and whether during the Term or after the Expiration Date, Tenant shall, immediately upon notice from Landlord, at Tenant's sole cost and expense, at Landlord's option, either (i) take all action necessary to test, identify and monitor the Environmental Hazard and to remove the Environmental Hazard from the Real Property and dispose of the same and restore the Real

Others in Interest, whether by any governmental authority, Tenant or other third party, by reason of any violation or alleged violation of any of the foregoing provisions of this Section.

(b) Landlord will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any Environmental Hazard or other environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect at the Building and/or the Real Property, that are or were in any way related to activity now conducted in, on, or in any way related to the Building or the Real Property, unless such Environmental Hazard or conditions or concerns are caused by the specific activities or negligence of Tenant, Tenant's employees, contractors or agents in the Premises or elsewhere at the Real Property. To the extent an Environmental Hazard exists, in connection with the foregoing, Landlord, shall, at its sole cost and expense, take all action necessary to test, identify and monitor any such Environmental Hazard or environmental or industrial hygiene conditions or concerns and to remove and/ or dispose of such Environmental Hazard or other environmental or industrial hygiene conditions or concerns from the Real Property and dispose of the same and restore the Real Property to the condition existing prior to such any environmental or industrial hygiene conditions or concerns, and/or to remedy any Legal Violation (as defined above), all in accordance with applicable federal, state and local statutes, laws, codes, rules, regulations or orders and Landlord shall defend, indemnify and save harmless Tenant, its agents, representatives, officers, shareholders, directors, employees and others in interest, its successors and assigns against and from all liabilities, obligations, losses, damages, actions, penalties, claims, costs, charges and expenses, including without limitation reasonable architects, consultants and attorneys' fees and disbursements or expenses of any nature whatsoever, which may be imposed upon or incurred by or asserted against Tenant and others in interest, whether by any governmental authority, Landlord or other third party, by reason of any violation or alleged violation of any of the foregoing provisions of this Section by Landlord or arising out of any past or future spillage, release, discharge, disposal, or placement in or upon the air, soil or water in, under or upon the Premises and/or the Real Property of any Environmental Hazard by anyone other than Tenant during the term of the Lease.

(c) This Section 33 shall survive the expiration or earlier termination of this Lease.

SECTION 34

SIGNAGE

Tenant shall have the right, at its own cost and expense, to erect, place and/or maintain its name, logos, other signage and/or notices(s) within the Premises, on the walls of elevator lobbies servicing the Premises, at the entrance doors servicing the Premises, as well as on existing or future building monument signs(s) and/or lobby directories, the subject matter, type, design, number, location and elevation of such signs, and whether lighted or unlighted as reasonably determined by Tenant. In addition, Tenant, shall have the right, at its own cost and expense, to erect or request Landlord to erect, place and/or maintain its name, logo and/or signage on the exterior Building façade, as Tenant may request, in compliance with all laws, rules and regulations and all governmental authorities. Any such name, logo, sign and/or notice shall be of such size, type, design, color, content and style, and whether lighted or unlighted as Tenant shall determine as reasonably approved by Landlord. Landlord shall, at Tenant's sole cost and expense, obtain or cooperate with Tenant to obtain all necessary permits and licenses for the installation of such

appropriate in its sole but reasonable discretion. This provision shall not impose upon Landlord any obligation to provide any services set forth herein beyond normal Building Hours, except for security services. Tenant shall have the right to install, at its sole expense, any and all additional and supplemental security systems it deems necessary in the Premises, in the ground floor lobby exclusively serving the Premises, on each of the three floors comprising the Premises and in the stairwells to and between such floors, provided: (a) Landlord shall be given a fob or other means to allow for access in accordance with the terms hereof and (b) such system shall be installed in accordance with the provisions of Section 6 hereof. Tenant shall be solely responsible for providing, at Tenant's sole cost, any and all personnel to staff the ground floor lobby exclusively serving the Premises and any and all security personnel for the Premises.

SECTION 36 **FLOOD HISTORY DISCLOSURE FORM**

Tenant acknowledges receipt of the Flood History Disclosure Form attached hereto as Exhibit I and made a part hereof. Tenant shall sign the attached Flood History Disclosure Form where indicated and shall return the same to Landlord with Tenant's execution and delivery of the Lease. Landlord shall sign the Flood History Disclosure Form and return a fully executed copy of the same to Tenant with, and at such time as Landlord shall delivery, a fully executed copy of the Lease to Tenant.

SECTION 37 **RIGHT OF FIRST OFFER**

(a) If Landlord, in its sole discretion, intends to lease additional premises at the 50 Main St. Building (as defined herein), during the Initial Term or any Extension Term to a third party, and provided that (i) this Lease shall be in full force and effect, (ii) Tenant is not then in default under the Lease beyond any applicable notice and cure periods, (iii) Tenant shall be in occupancy of the entire Premises, and (iv) the Tenant originally named herein shall not have assigned its interest in the Lease or sublet all or any part of the Premises (except in connection with a Permitted Transfer), Tenant then shall have a right of first refusal to lease such premises on the terms and conditions at which Landlord proposes to lease said premises to a third party. Landlord shall give Tenant written notice of such intent to lease and shall indicate the terms and conditions (upon which Landlord intends to lease said premises to an unrelated third party. Tenant thereafter shall have thirty (30) days to elect in writing to lease the contiguous premises **TIME SHALL BE OF THE ESSENCE WITH RESPECT TO ALL TIME PERIODS SET FORTH IN THIS SECTION 37.** If Tenant does not elect to lease the adjacent premises within the 45-day period specified, then Landlord shall be free to lease the adjacent premises to such third party pursuant to the proposed terms, and Tenant shall have no further rights under this Section as if had not been included in this Lease.

(b) If Landlord, in its sole discretion, intends to sell the Premises (as opposed to the entire Building, in which case this Section 37 shall not apply) during the Initial Term or any Extension Term to a third party, and provided that (i) this Lease shall be in full force and effect, (ii) Tenant is not then in default under the Lease and has not any time been in default under the Lease beyond any applicable notice and cure periods, (iii) no event or condition exists that, with notice and/or expiration of any grace period, would constitute a default by Tenant under the Lease, (iv) Tenant shall be in occupancy of the entire Premises, and (v) the Tenant originally named herein shall not have assigned its interest in the Lease or sublet all or any part of the Premises (except in connection with a Permitted Transfer), Tenant then shall have a right of first offer to purchase the Premises (the "**ROFO Option**") on the terms and conditions at which Landlord proposes to sell the Premises to a third party.

the respective time periods specified, then Landlord shall be free to sell the Premises to any third party pursuant to such terms as Landlord shall determine in its sole discretion, and Tenant shall have no further rights under this Section as if had not been included in this Lease. If the price at which Landlord intends to sell the Premises to a third party, however, is less than 95% of the price set forth in the notice provided by Landlord to Tenant, then Landlord shall again offer Tenant the right to acquire the Premises upon the same terms and conditions, provided that Tenant shall have sixty (60) days thereafter to complete the acquisition at such price, terms and conditions.

(c) If the Lease or Tenant's right to possession of the Premises shall terminate in any manner whatsoever before Tenant shall exercise any option set forth in this section 37, or if Tenant shall have assigned (other than pursuant to a Permitted Transfer) or subleased its right to possess all or any portion of, the Premises, or Tenant shall be in default under the Lease beyond any applicable notice or cure period, then immediately upon such termination, sublease, or assignment or the expiration of such notice or cure period, the rights applicable to Tenant under this section 37 shall simultaneously terminate and become null and void and Tenant shall have no further rights under this Section as if it had never been included in this Lease. Under no circumstances whatsoever shall a subtenant under a sublease or any other occupant of all or any part of the Premises or any assignee of this Lease that is not pursuant to a Permitted Transfer or any successor to the interest of Tenant by reason of any action under the Bankruptcy Code, or by any public officer, custodian, receiver, United States Trustee, trustee or liquidator of Tenant or substantially all of Tenant's property, have any right to exercise the rights granted in Section 37 of this Lease. If Tenant shall have exercised any options in accordance with Section 37 hereof, such exercise (at Landlord's sole option) shall be deemed withdrawn if, at any time after the giving of notice of such election and prior to Tenant's acquisition of the Premises or space at 50 Main St. Building, Tenant shall sublease all or any part of the Premises or assign Tenant's interest in this Lease other than pursuant to a Permitted Transfer or be in default under the Lease beyond any applicable notice or cure period and, in such case, Tenant shall have no further rights under this Section as if it had never been included in this Lease. In addition, Tenant shall have absolutely no rights under this Section in connection with, any of the following: (i) any and all transfers of all or any portion of the Premises, or any interest therein, by means of judicial foreclosure, trustee's sale, deed in lieu of foreclosure or similar conveyance, (ii) any and all transfers or conveyances of any ownership interests in Landlord or any of the parties or entities comprising Landlord (including without limitation transfers of partnership interests, membership interests, and shares of common and/or preferred stock), (iii) any and all transfers of tenancy-in-common interests in the Premises by Landlord to, or by and among, the parties or entities comprising Landlord, (iv) the creation of any liens, encumbrances or security interests or the transfer of any interest in the Premises for security purposes, (v) any transfer by operation of law, (vi) any transfer to or from, and/or lease with, any industrial development agency or authority or similar agency or authority established under New York law, and (v) the transfer of all or any portion of the Premises, or any interest in the Premises, to any Affiliate of Landlord or any partner, member or shareholder of Landlord. As used in this Section, the term "Affiliate" shall mean: (i) any natural person, partnership, corporation, limited liability company and/or other legal entity directly or indirectly controlling, controlled by, or under common control with, Landlord; or (iv) any officer, director, member or manager of Landlord.

SECTION 38

TITLE AND OTHER REPRESENTATIONS

Landlord hereby represents, warrants and covenants that it has good and sufficient title to and/or interest in the Real Property and has the right to receive rental payments from Tenant that

SECTION 39
INTENTIONALLY DELETED

SECTION 40
INTENTIONALLY DELETED

SECTION 41
MISCELLANEOUS

(a) If any of the provisions of this Lease, or the application of such provisions, will be invalid or unenforceable, the remainder of this Lease will not be affected, and this Lease will be valid and enforceable to the fullest extent permitted by law.

(b) The submission of this Lease for examination does not constitute a reservation of, or option for, the Premises, and this Lease is submitted to Tenant for signature with the understanding that it will not bind Landlord unless and until it has been executed by Landlord and delivered to Tenant or Tenant's attorney or agent and until the holder of any mortgage will have unconditionally approved this Lease, to the reasonable satisfaction of Landlord, if such approval is required under the terms of such mortgage. Lender's approval shall be deemed given upon execution of a non-disturbance and attornment agreement by such lender.

(c) No representations or promises will be binding on the parties to this Lease except those representations and promises expressly contained in the Lease.

(d) The Section headings in this Lease are intended for convenience only and will not be taken into consideration in any construction or interpretation of this Lease or any of its provisions.

(e) Force Majeure means and includes those situations beyond either party's reasonable control, including acts of God; strikes; inclement weather or, where applicable, the passage of time while waiting for an adjustment of insurance proceeds. Any time limits required to be met by either party hereunder, whether specifically made subject to Force Majeure or not, except those related to the surrender of the Premises by the end of the Term or payment of Fixed Basic Rent or Additional Rent, will, unless specifically stated to the contrary elsewhere in this Lease, be automatically extended by the number of days by which any required performance is delayed due to Force Majeure.

(f) Tenant consents to the receipt of electronic messages from Landlord or its affiliates.

(g) The provisions of this Lease will apply to, bind and inure to the benefit of Landlord and its respective heirs, successors, legal representatives and assigns. The term "Landlord" as used in this Lease means only the owner or a master lessee of the Building or the condominium unit of which the Premises form a part, so that in the event of any sale of the Building or of any master lease thereof, the Landlord named herein will be and hereby is entirely freed and relieved of all covenants and obligations of Landlord under this Lease accruing after such sale, provided the purchaser or the new master lessee of the Building has assumed and agreed to carry out any and all covenants and obligations of Landlord accruing under this Lease after such sale in writing.

(h) Landlord reserves the right to temporarily alter Tenant's ingress and egress to the Building or make any change in operating conditions to restrict pedestrian, vehicular or delivery ingress and egress to a particular location, or at any time close temporarily any

(k) Tenant agrees not to disclose the terms, covenants, conditions or other facts with respect to this Lease, including the Fixed Basic Rent and Additional Rent, to any person, corporation, partnership, association, newspaper, periodical or other entity, except to Tenant's accountants or attorneys (who shall also be required to keep the terms of this Lease confidential) or as required by law. This non-disclosure and confidentiality agreement will be binding upon Tenant without limitation as to time, and a breach of this Section will constitute a material breach under this Lease. Furthermore, any inspection and/or audit Tenant is permitted to perform pursuant to this Lease shall be subject to Tenant and/or Tenant's Certified Public Accounting firm executing a confidentiality agreement reasonably acceptable to Landlord prior to the commencement of any such inspection and/or audit. In addition, Tenant's employees, contractors, etc. shall keep any of the terms and conditions of this Lease and any future inspections and/or audits, including any billing statements and/or any backup supporting those statements, confidential.

(l) Notwithstanding anything to the contrary contained in this Lease, in no event will Landlord or Tenant be liable to the other for the payment of consequential, punitive or speculative damages.

(m) If this Lease is signed by more than one party, their obligations shall be joint and several, and the release of any one such tenants shall not release any other of such tenants.

(n) This Lease may be executed in multiple counterparts, each of which, when assembled to include an original signature for each party contemplated to sign this Lease, will constitute a complete and fully executed original. All such fully executed counterparts will collectively constitute a single Lease agreement.

(o) Each party agrees that it will not raise or assert as a defense to any obligation under this Lease, or make any claim that this Lease is invalid or unenforceable, due to any failure of this document to comply with ministerial requirements, including requirements for corporate seals, attestations, witnesses, notarizations or other similar requirements, and each party hereby waives the right to assert any such defense or make any claim of invalidity or unenforceability due to any of the foregoing.

(p) All employees of Tenant located at the Premises will be entitled to use the Fitness Center in the building (the "**50 Main St. Building**") located at 50 Main Street, White Plains, New York at no charge, on a first come first served basis. Tenant also will have the right to use the Executive Dining Room, Board Room and Lecture Hall located in the 50 Main St. Building at no charge, subject to availability, provided however Landlord shall not have the right to cancel or reschedule Tenant's room reservations at any such facilities to accommodate other tenants or visitors. Use of the foregoing facilities shall be subject to such rules and regulations as may be in place at any time and from time to time so long as they are also applicable to tenants of the 50 Main St. Building.

(q) Each employee of Tenant located at the Premises will be eligible for a 15% credit (the "**Rent Credit**") to be applied to the base rent of any apartment he or she rents at the residential apartment building located at either 1 Martine Avenue, White Plains, New York or at 34 South Lexington Avenue, White Plains, New York (a/k/a The Metro). Any such employee wishing to use the Rent Credit, however, must independently qualify to lease an apartment at either of such buildings pursuant to the then current building's review and approval process. This provision shall not automatically entitle any such employee to rent an apartment at either building. In addition, in the event that two (2) or more of Tenant's employees wish to rent the same apartment at either of the foregoing buildings, the Rent Credit of only one employee may be applied against the base rent of such apartment.

for such payment to the extent necessary on each annual budget submitted for the purpose of obtaining funding, and (ii) using reasonable efforts to have such portion of the budget approved. In the event of reduction in money so appropriated, the Tenant shall make reasonable efforts to obtain funds from other sources, if available.

(t) Landlord agrees to execute a Memorandum of this Lease, in form and substance satisfactory to Landlord, which will be held in escrow by Tenant until the December 1st Date. In the event a subordination and non-disturbance agreement between Tenant and Anticipated Mortgagee or a non-disturbance agreement with Mortgagee is not delivered as required under this Lease, then Tenant may record the Memorandum of Lease with the appropriate recording officer after the December 1st Date.

(u) This Lease has been approved by the Board of Legislators of the County of Westchester on the ____ day of _____, 2024, by Local Law and by the County Board of Acquisition and Contract by Resolution approved on the ____ day of _____, 2024. The Local Law and Resolution are both attached hereto and made a part hereof as Exhibit J.

(v) This Lease shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.

[SIGNATURES ON NEXT PAGE]

THE PARTIES to this Lease have executed and delivered this Lease as of the date set forth above.

LANDLORD:

MG MARTINE SPE LLC

By: _____

Name:

Title:

TENANT:

THE COUNTY OF WESTCHESTER

By: _____

Name:

Title:

Approved:

Senior Assistant County Attorney

The County of Westchester

Westchester County DOH Lease(6165644.3).cmc.10.02.2024

ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 20__ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: _____

Notary Public

(LIMITED LIABILITY COMPANY)

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EXHIBIT A

LOCATION PLAN OF PREMISES

EXHIBIT B

RULES AND REGULATIONS

1. **OBSTRUCTION OF PASSAGEWAYS:** Tenant will not: (i) obstruct the sidewalks, entrance(s), passages, courts, elevators, vestibules, stairways, corridors and other public parts of the Building or the Related Facilities (including, the walkways and parking areas located thereon), or (ii) interfere with the ability of Landlord and other tenants to use and enjoy any of these areas, and (iii) use them for any purpose other than ingress and egress.
2. **WINDOWS:** Tenant will not cover or obstruct windows in the Premises. No bottles, parcels or other articles will be placed on the window sills, in the halls, or in any other part of the Building other than the Premises. No article will be thrown out of the doors or windows of the Premises.
3. **PROJECTIONS FROM BUILDING:** No awnings, air-conditioning units or other fixtures will be attached to the outside walls or the window sills of the Building or otherwise affixed so as to project from the Building, without the prior reasonable written consent of Landlord.
4. **SIGNS:** Tenant will not affix any sign or lettering to any part of the outside of the Premises, or any part of the inside of the Premises so as to be visible from the outside of the Premises, without the prior reasonable written consent of Landlord. However, Tenant will have the right to place its name on any door leading into the Premises, the size, color and style thereof to be subject to the Landlord's approval, which shall not be unreasonably withheld, conditioned or delayed.
5. **FLOOR COVERING:** Tenant will not lay linoleum or other similar floor covering so that the same will come in direct contact with the floor of the Premises. If linoleum or other similar floor covering is desired to be used, an interlining of builder's deadening felt will first be fixed to the floor by a paste or other material that may easily be removed with water. The use of cement or other similar adhesive material for this purpose is expressly prohibited.
6. **INTERFERENCE WITH OCCUPANTS OF BUILDING:** Tenant will not make, or permit to be made, any unseemly or disturbing noises or odors and will not interfere with other tenants or those having business with them. Tenant will keep all mechanical apparatus in the Premises free of vibration and noise which may be transmitted beyond the limits of the Premises.
7. **LOCK KEYS:** No additional locks or bolts of any kind will be placed on any of the doors or windows by Tenant. Tenant will, on the expiration or earlier termination of Tenant's tenancy, deliver to Landlord all keys to any space within the Building either furnished to or otherwise procured by Tenant, and in the event of the loss of any keys furnished, Tenant will pay to Landlord the cost thereof. Tenant, before closing and leaving the Premises, will ensure that all windows are closed and entrance doors locked. Nothing in this Section 7 will be deemed to prohibit Tenant from installing a security system within the Premises, provided: (1) Tenant obtains Landlord's consent which will not be unreasonably withheld or delayed; (2) Tenant supplies Landlord with copies of the plans and specifications of the system; (3) such installation will not damage the Building or any Common Facilities; (4) all costs of installation and removal (if required by Landlord) will be borne solely by

written consent of Landlord which consent shall not be unreasonably withheld, conditioned or delayed. Landlord shall be responsible to Tenant for any loss of property from the Premises, however occurring, or for any damage to the effects of Tenant by such janitors or any of its employees, or by any other person or any other cause.

9. **PROHIBITED ON PREMISES:** Tenant will not conduct, or permit any other person to conduct, any auction upon the Premises, nor will Tenant manufacture or store, or permit others to manufacture or store, goods, wares or merchandise upon the Premises, without the prior written approval of Landlord, not to be unreasonably conditioned or withheld, except the storage in customary amounts of ordinary office supplies to be used by Tenant in the conduct of its business. Tenant will not permit the Premises to be used for gambling. Tenant will not permit any portion of the Premises to be occupied as an office for a public stenographer or typewriter, or for the manufacture or sale of intoxicating beverages, narcotics, tobacco in any form or as a barber or manicure shop or for any medical use, including medical testing on humans or animals. Canvassing, soliciting and peddling at the Real Property are prohibited, and Tenant will cooperate to prevent the same. No bicycles, vehicles or animals of any kind will be brought into or kept in or about the Real Property, except guide dogs.
10. **PLUMBING, ELECTRIC AND TELEPHONE WORK:** Plumbing facilities will not be used for any purpose other than those for which they were constructed; and no sweepings, rubbish, ashes, newspaper or other substances of any kind will be thrown into them. Waste and excessive or unusual amounts of electricity or water use is prohibited. When electric or communications wiring of any kind is introduced, it must be connected as directed by Landlord, and no stringing or cutting of wires will be allowed, except by prior written consent of Landlord, which shall not be unreasonably withheld, conditioned or delayed, and will be done by contractors reasonably approved by Landlord.
11. **MOVEMENT OF FURNITURE, FREIGHT OR BULKY MATTER:** Tenant shall have twenty-four (24) hours a day access to freight elevators and loading docks, at no additional charge to the Tenant, provided, however, the carrying in or out of freight, furniture or bulky matter of any description must take place after advance notice to the manager of the Building. The persons employed by Tenant for such work must provide liability insurance reasonably satisfactory to Landlord. There will not be used in the Building or Premises, either by Tenant or by others, any hand trucks except those equipped with rubber tires and side guards, and no hand trucks will be allowed in the elevators without the reasonable consent of the superintendent of the Building.
12. **SAFES AND OTHER HEAVY EQUIPMENT:** Landlord reserves the right to prescribe the weight and position of all safes and other heavy equipment so as to distribute their weight properly and to prevent any unsafe condition from arising. Tenant will not place a load upon any floor of the Premises exceeding the floor load per square foot area which it was designed to carry or which is allowed by law.
13. **ADVERTISING:** Landlord may prohibit any advertising by Tenant which in Landlord's reasonable opinion tends to impair the reputation of the Building or its desirability as a building for offices, and upon written notice from Landlord, Tenant will refrain from or discontinue such advertising.
14. **NON-OBSERVANCE OR VIOLATION OF RULES BY OTHER TENANTS:** Landlord will not be responsible to Tenant for non-observance or violation of any of these

- b) the right to change the name or address of the Building, without incurring any liability to Tenant for doing so;
- c) the right to install and maintain signs on the exterior of the Building;
- d) the exclusive right to use and/or allow others to use the roof of the Building;
- e) intentionally deleted; and
- f) the right to grant to anyone the right to conduct any particular business or undertaking in the Building.

17. **AGREEMENT EXECUTORY.** This Agreement and the obligations of the parties hereunder are subject to the provisions of Section 362(3) of the New York County Law and the case law applicable to such section.
18. **ENFORCEABILITY.** This Agreement shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.

-- END --

EXHIBIT C

WORK LETTER

THE COUNTY OF WESTCHESTER (“**Tenant**”) and MG MARTINE SPE LLC (“**Landlord**”) are executing a written lease (“**Lease**”), covering 57,266 gross rentable square feet in the building at 11 Martine Avenue, White Plains, New York, as more particularly described in the Lease (“**Premises**”).

With respect to the construction work being conducted in or about the Premises, each party agrees to be bound by the approval and actions of their respective construction representatives. Unless changed by written notification, the parties designate the following individuals as their respective construction representatives:

FOR LANDLORD:
Chris Lynch - clynch@gdcllc.com

FOR TENANT:

To induce Tenant to enter into the Lease (which is hereby incorporated by reference) and in consideration of the covenants contained in this Work Letter (this “**Work Letter**”), Landlord and Tenant agree as follows:

1. Landlord’s architect has prepared for Tenant’s review and approval of preliminary plans depicting the location and layout of the Premises shown on Exhibit A attached to the Lease (the “**Plan**”), which plans have been approved by Tenant, pursuant to the terms of the Lease. The Landlord’s Work must include all work required pursuant to the Tenant’s Work Letter dated September 28, 2023 attached hereto as Exhibit 1, Tenant’s final space plan, the approved final plans, which will not deviate in any material way from the Plan, with respect to the Premises location and layout, and the Work Letter, and provide detailed specifications regarding materials and design standards to be used for the renovation of the restrooms in Floors 14th and 15th. The renovation of the restrooms in Floors 14th and 15th shall conform with the design standards and materials utilized by the Landlord in the renovation of the restroom(s) in Floor 12th.
2. Landlord will file the Plan and any other necessary plans with the appropriate governmental agencies, if required. This Lease is expressly conditioned upon Landlord obtaining a building permit from the appropriate government official for the Work (as hereinafter defined), if required.
3. Landlord agrees, at its expense and without charge to Tenant (unless otherwise provided), to do the Work in the Premises as shown on the approved Plan described above and in Exhibit B attached hereto, which will be referred to as the “**Work**” in the following provisions of this Work Letter. For purposes of this Work Letter and the Lease, “**Building Standard**” will mean the type and grade of material, equipment and/or device designated by Landlord as standard for the Building. All items are Building Standard unless otherwise noted. All Work shall be performed by Landlord in a good and workmanlike manner in compliance with applicable law.
4. Landlord agrees to provide a construction schedule and progress reports to Tenant on completion of the Work during the construction process. Landlord shall hold weekly construction meetings that Tenant’s authorized representatives may attend. Tenant’s authorized representatives shall have the right to inspect the progress of construction from

invalidating any part of the Lease or Work Letter, by written agreement between Landlord and Tenant (referred to as a **"Change Order"**). Each Change Order will be prepared by Landlord and signed by both Tenant and Landlord stating their agreement on all of the following:

- (a) The scope of the change in the Work;
 - (b) The cost of the change;
 - (c) The manner in which the cost will be paid; and
 - (d) Each and every Change Order will be signed by Landlord's and Tenant's respective construction representatives. In no event will any Change Order(s) be permitted without such authorizations. A 5% supervision fee plus 5% overhead charge will be added to the cost of any Change Order and to the cost of any other work to be performed by Landlord in the Premises after Landlord's completion of the Work. If Tenant fails to approve any such Change Order within ten (10) days, it will be deemed disapproved in all respects by Tenant, and Landlord will not be authorized to proceed on it and Landlord shall continue with the Work as originally set forth in this Work Letter. Any increase in the cost of the Work or the change in the Work stated in a Change Order which results from Tenant's failure to timely approve and return said Change Order will be paid by Tenant. Tenant agrees to pay Landlord the cost of any Change Order upon receipt of an invoice for the Change Order.
7. If Tenant elects to use any architect, whether or not suggested by Landlord, such architect shall be solely the Tenant's agent with respect to the plans, specifications and the Work. If any change is made after completion of schematic drawings and prior to completion of final construction documents which result in a Change Order and additional costs, such costs will be the responsibility of the Tenant. For the avoidance of doubt, Landlord, at its expense, will engage an architect to prepare the plans and specifications for the Work, initial test-fits, and construction drawings. Landlord shall not be required to revise the Plans more than two (2) times to accommodate any Tenant requested changes.
8. The terms contained in the Lease (which includes all Exhibits to the Lease) constitute Landlord's agreement with Tenant with respect to the Work.
9. Except as set forth in the last sentence of this paragraph, all Work within the Premises will become the property of Landlord upon installation. No refund, credit or, unless otherwise directed in writing by Landlord in accordance with the Lease, removal of any Work will be permitted at the expiration or earlier termination of the Lease. Items installed that are not integrated in any way with the Work (e.g., furniture and other trade fixtures) become the property of Tenant upon installation.
10. Landlord may permit Tenant and its agents to enter, as licensees only, the Premises prior to the date on which Landlord reasonably anticipates the Commencement Date to occur so that Tenant may install low voltage wiring, computer wiring, furniture, fixtures and equipment at the same time Landlord's contractors are working in the Premises. The foregoing license to enter prior to the Commencement Date shall not be construed as occupancy of the Premises by Tenant, however, is conditioned upon:
- (a) Tenant's general contractors, workmen and mechanics working in harmony and not

(48) hours written notice to Tenant and within twenty-four (24) hours Tenant shall resolve any dispute so that the tenor of the construction process and the operation of the Building is returned to that which existed prior to Landlord's notice. Such entry will be deemed controlled by all of the terms, covenants, provisions and conditions of the Lease. Landlord will not be liable in any way for any injury, loss or damage which may occur to any of Tenant's decorations or installations made prior to the Commencement Date, the same being solely at Tenant's risk, except if caused by the gross negligence or willful misconduct of Landlord;

- (c) Intentionally ommitted; and
 - (d) Such other condition or conditions as Landlord may reasonably impose.
11. No part of the Premises will be deemed unavailable for occupancy by Tenant, nor will any work which the Landlord is obligated to perform in such part of the Premises be deemed incomplete for the purpose of any adjustment of Fixed Basic Rent payable under the Lease, if minor details of construction, decoration or mechanical adjustments exist and the non-completion of such details does not materially interfere with the Tenant's use of such part of the Premises.
 12. This Work Letter is based on the materials and layouts set forth or referenced in this Work Letter. Any change to the materials and layout will require a recalculation of construction costs and any increases in costs shall be Tenant's responsibility. Such recalculation will not negate any other Section or provision of this Lease.
 13. All sums payable by Tenant to Landlord in connection with this Work Letter and any other work to be performed by Landlord within the Premises and billable to Tenant will be deemed Additional Rent.

-- END --

EXHIBIT 1 TO WORK LETTER

EXHIBIT D
CLEANING SERVICES

12TH, 14TH and 15TH FLOORS

The following services will be provided daily, except during Westchester County Holidays:

1. Vacuum clean all carpeted areas.
2. Sweep and dust mop all non-carpeted areas. Wet mop whenever necessary.
3. All office furniture such as desks, chairs, files, filing cabinets, etc. will be dusted with a clean treated dust cloth whenever necessary and only in surfaces clear of Tenant's personal property including but not limited to plants.
4. Empty wastepaper baskets and remove waste to designated areas.
5. All vertical surfaces within arm's reach will be spot cleaned to remove finger marks and smudges. Baseboard and window sills are to be spot cleaned whenever necessary.
6. All cleaning of cafeterias, vending areas, kitchen facilities and restrooms exclusively serving the Premises. Tenant may make necessary arrangements for cleaning these areas directly with Landlord's cleaning maintenance company.
7. Cleaning services will be performed Monday through Friday only
8. No cleaning service is provided on Saturday, Sunday and Westchester County Holidays.
9. Cartons or refuse in excess of that which can be placed in wastebaskets will not be removed. Tenant is responsible to place such unusual refuse in a Landlord designated trash dumpster.
10. Cleaning maintenance company will neither remove nor clean tea, coffee cups or similar containers. If such liquids are spilled in wastebaskets, the wastebaskets will be emptied but not otherwise cleaned. Landlord will not be responsible for any stained carpet caused from liquids leaking or spilling from Tenant's wastebaskets.
11. Glass entrance doors will be cleaned daily. Interior glass doors or glass partitions are excluded. Tenant may make arrangements for cleaning interior glass doors and partitions with Landlord's cleaning maintenance company.

LOBBY AND COMMON AREAS

The following services will be provided daily, except during Westchester County Holidays:

1. Vacuum all carpeting in entrance lobbies, outdoor mats and all corridors.
2. Wash glass doors in entrance lobby with a clean damp cloth and dry towel.
3. Sweep and/or wet mop all resilient tile flooring. Clean hard surface floors such as quarry

- b. Wash and polish all mirrors, shelves, bright work including any piping and toilet seats.
 - c. Wash and disinfect wash basins and sinks using a germicidal detergent.
 - d. Wash and disinfect toilet bowls and urinals.
 - e. Keep lavatory partitions, tiled walls, dispensers and receptacles in a clean condition using a germicidal detergent when necessary.
 - f. Empty and sanitize sanitary disposal receptacles.
 - g. Fill toilet tissue holders, towel dispensers and soap dispensers. Refills to be supplied by Landlord or its cleaning contractor.
- 7. Clean all air ventilation grill work in ceilings, whenever necessary.
 - 8. Lobby and Common Area cleaning services will be performed Monday through Friday only.
 - 9. No Lobby or Common Area cleaning service will be provided on Saturday, Sunday and Westchester County Holidays.
 - 10. Notwithstanding anything contained in this Lease to the contrary, the cleaning service furnished by Landlord shall not apply to the collection and removal of any medical waste. Tenant shall be solely responsible, and, at its sole cost and expense, shall directly contract with a medical waste company, for the removal of all of Tenant's medical waste in accordance with applicable Legal Requirements.

-- END --

EXHIBIT E

WESTCHESTER COUNTY HOLIDAYS

BUILDING CLOSED

* NEW YEAR'S DAY *

* MARTIN LUTHER KING'S DAY *

* PRESIDENT'S DAY *

* MEMORIAL DAY *

* JUNETEENTH *

* INDEPENDENCE DAY *

* LABOR DAY *

* COLUMBUS DAY *

* VETERAN'S DAY *

* THANKSGIVING DAY *

* THANKSGIVING FRIDAY *

* CHRISTMAS DAY *

-- END --

EXHIBIT F

TAX AND OPERATING COST RIDER

Tenant will pay in addition to the Fixed Basic Rent provided in this Lease, Additional Rent to cover Tenant's proportionate percentage ("**Tenant's Percentage**") of the increased cost to Landlord, which the parties acknowledge and agree that (i) with respect to Operating Costs attributable solely to the Commercial Portion is 100% and (ii) with respect to Operating Costs attributable to both the Commercial Portion and Residential Portion of the Building is 21.96% for all categories enumerated in this Exhibit, over the "**Base Period Costs**" for these categories. It is understood by the parties that the Tenant's Percentage is calculated based on the ratio between the total square footage of the Premises and the total square footage of the Building and that the Commercial Portion of the Building comprises the Premises (i.e., $57,266/260,628 \times 100$).

a. **Operating Cost Escalation** -- If the Operating Costs (defined below) incurred for the Premises for any Lease Year or Partial Lease Year during the Term will be greater than the Base Operating Costs (reduced proportionately to correspond to the duration of periods less than a Lease Year), then Tenant will pay to Landlord, as Additional Rent, all such excess Operating Costs ("**Excess Operating Costs**"). Operating Costs will include by way of illustration and not limitation: personal property taxes, if applicable; management fees; labor costs up to onsite property manager level, including all wages and salaries; social security and other taxes which may be levied against Landlord upon such wages and salaries; supplies; repairs and maintenance; maintenance and service contracts; painting; wall and window washing; tools and equipment (which are not required to be capitalized for federal income tax purposes); trash removal; lawn care; snow removal; all fire and other insurance costs, together with any deductibles (to the extent not separately charged to Tenant under Insurance Costs set forth in subsection (d) below), utility costs, including any applicable fuel surcharges and sales or use taxes, incurred for water, sewer and gas incurred by Landlord in connection with its operation and maintenance of the Commercial Portion of the Building. In addition Operating Costs will also include any costs incurred for portions of the Building attributable to both the Commercial Portion and Residential Portion of the Building and all other parts of the Real Property and the costs and expenses incurred in connection with the operation, maintenance and repair of the Related Facilities and allocated to the Real Property; maintenance and repair of the common elements of the condominium (if any) of which the Premises is a part; and all other items properly constituting direct operating costs according to industry standard accounting practices (collectively referred to as the "**Operating Costs**" in this Lease); but not including the following City Square costs in the calculation of Operating Costs: (i) the "Central Park" located in the center of the City Square, the parking garage, the second floor amenities in the 50 Main Street Building, including the Fitness Center, the Golf Simulator, the cafeteria, the Executive Board, the Dining Rooms, and the Lecture Hall), and not including depreciation of Building or equipment; interest; income or excess profits taxes; costs of maintaining the Landlord's corporate existence; franchise taxes; any expenditures required to be capitalized for federal income tax purposes, unless said expenditures are for the purpose of reducing Operating Costs at the Real Property, or those which under generally applied real estate practice and/or generally accepted accounting principles are expensed or regarded as deferred expenses or are required under any Legal Requirement, in which event the costs thereof shall be included. Any such included costs shall be amortized over the useful life of aforesaid improvement(s).

b. **Utility and Energy Cost Escalation** – If the utility and energy costs, including any fuel surcharges or adjustments with respect thereto, incurred for water, sewer, gas, electric, heating, ventilating, air conditioning and any other utilities for the Commercial Portion of the Building, shall be included in the calculation of the Base Operating Costs for the Commercial Portion of the Building, then Tenant will pay to Landlord, as Additional Rent, all such excess costs.

(reduced proportionately to correspond to the duration of periods less than a Lease Year), then Tenant will pay to Landlord as Additional Rent, if applicable, Tenant's Percentage of all such excess Real Estate Taxes, ("**Excess Real Estate Taxes**").

As used in this Lease, "**Real Estate Taxes**" mean the property taxes and assessments imposed upon the Building and other portions of the Real Property, or upon the rent payable to the Landlord, including, but not limited to, real estate, city, county, village, school and transit taxes, or taxes, assessments, or charges levied, imposed or assessed against the Real Property by any taxing authority, whether general or specific, ordinary or extraordinary, foreseen or unforeseen.

Landlord, will have the exclusive right, but not the obligation, to contest or appeal any Real Estate Tax assessment levied on all or any part of the Real Property. While proceedings contesting or appealing the assessment for the Base Year or any Lease Year are pending, the computation and payment of Taxes will be based upon the original assessment for the years in question. Upon resolution of any such contest or appeal (as a result of settlement, final determination, legal proceedings or otherwise), Tenant shall pay, as Additional Rent, Tenant's Percentage of the costs and expenses of such contest or appeal, provided Landlord submits supporting documentation evidencing such costs and expenses, and any prior payments made by Tenant for any Lease Year after the Base Year shall be recalculated and Tenant shall pay to Landlord any deficiency between the payments previously paid by Tenant and the amount due as a result of such recalculation. If Base Real Estate Taxes are reduced, Tenant shall not be entitled to receive a Tax refund for the Base Year or any reduction of Fixed Basic Rent payable under the Lease. If during the Term Landlord shall obtain a refund for any Lease Year after the Base Year, Landlord shall credit to Tenant's account, Tenant's Percentage of any refund (but not more than the payment made by Tenant for the year in question), net of all costs and expenses incurred by Landlord including, without limitation, legal, appraisal and consulting fees.

d. **Insurance Cost Escalation** – If the Insurance Costs for the Real Property for any Lease Year or Partial Lease during the Term will be greater than the Base Insurance Costs (reduced proportionately to correspond to the duration of periods less than a Lease Year), Tenant will pay to Landlord, as Additional Rent for each Lease Year or Partial Lease Year, Tenant's Percentage of such excess Insurance Costs, Year ("**Excess Real Estate Taxes**"). As used in the Lease, "**Insurance Costs**" means all fire and other insurance costs, together with any deductibles, incurred by Landlord in connection with its operation and maintenance of the Real Property for any Lease Year or Partial Lease Year during the Term

e. **Lease Year** -- As used in this Lease, Lease Year will mean a calendar year. Any portion of the Term which is less than a Lease Year, that is, from the Commencement Date through the following December 31, and from the last January 1 falling within the Term to the end of the Term, will be deemed a "**Partial Lease Year**". Any reference in this Lease to a Lease Year will, unless the context clearly indicates otherwise, be deemed to be a reference to a Partial Lease Year if the period in question involves a Partial Lease Year.

f. **Payment** -- Prior to each Lease Year, Landlord will give Tenant an estimate of amounts payable under this Rider for such Lease Year or Partial Lease Year. By the first day of each month during such Lease Year or Partial Lease Year, Tenant will pay Landlord one-twelfth (1/12th) of the estimated amount. If, however, the estimate is not given before such Lease Year or Partial Lease Year begins, Tenant will continue to pay by the first day of each month on the basis of last year's estimate, if any, until the month after the new estimate is given. As soon as practicable after each Lease Year or Partial Lease Year ends, Landlord will give Tenant a statement (the "**Statement**") showing the actual amounts payable by Tenant under this Rider for such Lease Year.

and Real Estate Tax Costs have, in fact, been paid or incurred. Tenant's representatives will mean only (i) Tenant's employees or (ii) a Certified Public Accounting firm, and neither Tenant's employees nor any Certified Public Accounting firm will be permitted to perform such inspection and/or audit on a contingency basis or for any other tenant in the Building. At Landlord's request, Tenant and/or Tenant's Certified Public Accounting firm will execute a confidentiality agreement reasonably acceptable to Landlord prior to any examination of Landlord's books and records. In the event Tenant disputes any one or more of such charges, Tenant will attempt to resolve such dispute with Landlord, provided that if such dispute is not satisfactorily settled between Landlord and Tenant within thirty (30) days, then upon request of either party, the dispute will be referred to an independent certified public accountant to be mutually agreed upon to arbitrate the dispute and if such an accountant cannot be agreed upon, the American Arbitration Association may be utilized to select an arbitrator, provided the decision to utilize the American Arbitration Association is mutually agreed by the parties, in which event, the decision on the dispute by such arbitrator will be final and binding upon both parties, who will jointly share any cost of such arbitration.

h. **Right of Review** -- Once Landlord has finally determined the Operating, or Real Estate Tax Costs at the expiration of a Lease Year, then as to the item so established, Tenant will only be entitled to dispute such charge for a period of twelve (12) months after such charge is billed to Tenant and Tenant receives supporting documentation provided by the Landlord detailing the breakdown of all the Base Year Costs, and Tenant specifically waives any right to dispute any such charge any time after the expiration of said twelve (12) month period.

Notwithstanding anything hereinabove to the contrary, it is understood and agreed that the maximum amount of Tenant's Percentage of Controllable Excess Operating Costs (as hereinafter defined) payable in any Lease Year shall not exceed one hundred three percent (103%) of Tenant's Percentage of Controllable Excess Operating Costs paid or payable for the immediately preceding Lease Year (the "**Controllable Excess Operating Costs Cap**"). The foregoing Controllable Excess Operating Costs Cap shall apply on the total of Controllable Excess Operating Costs and not on a line item basis. The term "**Controllable Excess Operating Costs**" shall mean all Operating Costs other than Real Estate Taxes, Utility and Energy Cost and Insurance Costs, snow and ice removal, costs of complying with governmental regulations, employment costs **up to the Building management level**, based upon the minimum wage (including benefits), any expense increase arising from the unionization of any service rendered to the Building, management fees (capped at 3% of gross revenues collected in connection with the Building) and any other items out of Landlord's reasonable control, including, but not limited to: market-wide labor rate increases due to extraordinary circumstances, including boycotts and strikes, utility rate increases due to extraordinary circumstances, including conservation surcharges, boycotts, embargos or other shortages.

– END –

EXHIBIT G

ELECTRICITY AND GENERATOR RIDER

ELECTRICITY: On and immediately after the Commencement Date, electricity shall be supplied to the Premises in accordance with the provisions hereof in such reasonable quantities as may be required by Tenant to service Tenant's standard lighting and ordinary office equipment installed at the Premises as of the Commencement Date. Landlord shall furnish to Tenant the necessary wattage and electricity feeders for Tenant to use the Premises and operate all equipment installed therein, which wattage shall be no less than 6 watts per usable square foot, demand load (exclusive of base building HVAC and lighting).

(a) Intentionally deleted.

(b) Tenant shall purchase from Landlord, or from a meter company supplying electricity to the building or as reasonably designated by Landlord, all electricity consumed in the Premises and shall pay to Landlord or the meter company, as Additional Rent, the amounts for electricity consumed (the "**Electricity Rent**") determined by a meter or meters (measuring both consumption and demand) and related equipment installed (or, if existing, retrofitted) by Landlord in accordance with Landlord's specifications at Landlord's expense. Tenant, at its expense, shall at all times keep the meter and related equipment in good working order and repair. Tenant shall purchase the electricity from Landlord or the meter company at the actual rates ("**Landlord's Rate**") paid by Landlord to the utility company furnishing electricity to the Premises.

(c) It is hereby understood by the parties that the installation of a meter or sub-meter by Landlord is part of Landlord's Work, and shall be operational on the Commencement Date.

(d) Landlord's failure during the Term of the Lease to prepare and deliver any statement or bill hereunder, or Landlord's failure to make any demand hereunder, shall not in any way be deemed to be a waiver of, or cause Landlord to forfeit or surrender, its rights to collect any amount of Additional Rent that may become due pursuant to the terms hereof. Tenant's liability for any amounts due hereunder shall survive the expiration or sooner termination of the Term of the Lease.

(e) In the event that, at any time during the Term, it is not permissible for Landlord to furnish electricity on a sub-metering basis pursuant to the terms hereof, Landlord shall, at its cost, install a direct meter for the benefit of the Tenant.

(f) Tenant shall not make any electrical installation, alterations, additions or changes to the electrical equipment or appliances in the Premises without the prior written consent of Landlord in each instance, not to be unreasonably withheld, conditioned or delayed. Tenant shall comply with the rules and regulations applicable to the service, equipment, wiring and requirements of Landlord and of the utility company supplying electricity to the Building. Tenant covenants and agrees that its use of electricity in the Premises shall not exceed the capacity of existing feeders to the Building or the risers or wiring installations therein and Tenant shall not use any electrical equipment that, in Landlord's reasonable judgment, will overload such installations or interfere with the use thereof by other tenants in the Building. If, at any time during the Term, Tenant desires to install in the Premises equipment which would not be considered ordinary office equipment, including, but not limited to, items such as other heat or cooling intensive electrically operated equipment, Tenant shall submit to Landlord a list indicating the specific type of additional equipment, and the number, type and model of each item of equipment to be installed, as well as

nor for any interruption in the supply, unless due to the negligence of Landlord, and Tenant agrees that such supply may be temporarily interrupted for inspections, repairs and replacements and in emergencies. In no event will Landlord be liable for any business interruption suffered by Tenant, unless due to Landlord's gross negligence or willful misconduct. Notwithstanding the foregoing to the contrary, Landlord will exercise best efforts to address any electricity failure or defect and to minimize any disruption or interruption to Tenant's business and operations. In addition, in the event of a scheduled Building electrical shutdown, Landlord shall provide at least thirty (30) days prior written notice to Tenant of such scheduled shutdown and minimize any disruption or interference with Tenant's use of the Premises.

(h) Tenant's failure or refusal, for any reason, to utilize the electrical energy provided by Landlord, shall not entitle Tenant to any abatement or diminution of Fixed Basic Rent or Additional Rent, or otherwise relieve Tenant from any obligations under the Lease.

(i) Landlord, at Landlord's expense, will furnish and install all replacement lighting tubes, lamps, ballasts, starters and bulbs required in the Premises.

(j) Tenant's use of electrical service in excess of Building Hours will, at Landlord's reasonable election, be cause for a resurveying of the Premises at Tenant's expense.

GENERATOR: The Landlord shall, at its own cost and expense, maintain any existing or future back-up generator servicing the Building's live safety systems in good condition and repair, in compliance with all Legal Requirements affecting the Building and the Premises and/or the Tenant's use and/or occupancy of the Premises, provided, however that if a generator does not currently exist, Landlord will have no obligation to install a generator.

- END -

EXHIBIT H
TENANT HVAC AIR QUALITY SPECIFICATIONS

Tenant's HVAC Air Quality Specifications are set forth in Exhibit I annexed to Exhibit C of this Lease.

EXHIBIT I
WESTCHESTER COUNTY
FLOOD HISTORY DISCLOSURE FORM

Pursuant to Chapter 581 of the Laws of Westchester County, this form is required to be completed and presented to each prospective tenant for both residential and commercial leaseholds and sublets in Westchester County. See reverse for instructions.

Property Street Address: 11 Martine Avenue

Municipality: White Plains State: NY Zip: 10606

Tax ID: Section: 125 Block: 74 Lot: 5-3

Property Owner: MG Martine SPE LLC

Contact Name: David Paniccia

Contact Phone: 917-817-7411

Contact Email: dpaniccia@gdcllc.com

Flood Insurance Rate Map (FIRM) Panel #: 96119C

FIRM Zone: X Is the property located in a Special Flood Hazard Area? Yes ☐ No ☒

Within the past ten years, has the property been subject to flooding? Yes ☐ No ☒

If yes, describe any flood events and flood damage over the past ten years, including the approximate height the water reached: None.

Describe any efforts that you have undertaken as a property owner to reduce flood risk: _____

- We raised the grade such that our first floor was above the FEMA flood elevation

- Where necessary we elevated utilities for the building

- Waterproofing materials were used on all areas that were below grade level such as basements and underground garages

By signing below, I certify that I have received this Flood History Disclosure Form

Tenant Name (print): _____

Tenant Signature: _____

Owner Signature: MG Martine SPE LLC
By: _____ Date: _____

HOW TO FIND THE TAX ID NUMBER FOR THE PROPERTY

Go to the Westchester Tax Parcel Viewer online map at <https://giswww.westchestergov.com/taxmaps/>. Enter the municipality in which the property is located. Enter the property address.

HOW TO DETERMINE THE FEMA MAP PANEL AND DESIGNATED FLOOD ZONE FOR THE PROPERTY

Go to <https://msc.fema.gov/portal/home> and enter the property address. Special Flood Hazard Areas are in the 100-year floodplain (the 1% annual chance flood) and include zone VE (coastal flood areas) and zones A and AE (inland flood areas). The 500-year floodplain (the 0.2% annual chance flood) should also be noted on the form, but the Special Flood Hazard box should be checked "no." Areas labeled X are areas of moderate flood risk and should also be noted on the form and the box checked "no." If you have any questions, contact the Westchester County Department of Planning at (914) 995-4400.

HOW TO DESCRIBE FLOOD HISTORY

Regardless of whether the property is located in a Special Flood Hazard Area on the Flood Insurance Rate Maps as described above, please describe any and all flood events associated with the building or property in the past ten years. This includes damages to the property or building, if the electricity or water service to the building needed to be shut off, and whether tenants needed to be displaced so that repairs could be made. This also includes the extent to which parking areas and/or separate storage areas on the property are subject to flooding. Property owners are also required to provide notification of where the water line was estimated on the premises.

DESCRIBE EFFORTS TO REDUCE FLOOD RISK

For properties that are subject to flooding, please describe any efforts that you have taken to reduce the risks and damage associated with flooding. These can include purchasing flood insurance, installing backflow prevention valves, providing emergency lighting and emergency egress as well as more substantive issues as described in guidance documents such as https://www.fema.gov/sites/default/files/2020-07/fema_P1037_reducing_flood_risk_residential_buildings_cannot_be_elevated_2015.pdf.

NOTICE TO RENTERS: This form is intended to provide you with information concerning flood risk associated with the property you may rent. The form itself does not protect you from losses associated with flooding. It is up to you to protect your personal property. Following are some options to consider.

Purchase Insurance: Flooding is the leading cause of natural disaster risk to health and property in the United States. On average, about 40% of all flood insurance claims come from outside high-risk flood areas. Your landlord's flood insurance will protect the building you rent in, but not your personal belongings from flood damage. A standard renter's insurance policy does not typically cover flooding. Low-cost renter's insurance, also called contents-only coverage, can start at \$100 a year and potentially protect you from thousands of dollars in flood damages. Learn more about how to get a contents-only policy from a local insurance agent.

Be Prepared: The first step in being prepared is understanding your risk. This form is intended to notify you of flood risk associated with the property you rent. You should understand this risk and take appropriate measures to reduce your risk and protect yourself and your belongings. Prepare a kit with flashlights, bottled water and other emergency supplies. Before a storm, make sure the batteries and other supplies are fresh and adequate. If you have special needs or functional disabilities, please consider registering with the County's special needs registry at <https://emergencyservices.westchestergov.com/information-and-alerts/special-needs-flyers>. This information will be provided to local first responders and emergency planners. For more information on how to prepare for flooding, visit <https://emergencyservices.westchestergov.com/severe-weather/flood-awareness>.

EXHIBIT J

**WESTCHESTER COUNTY
BOARD OF LEGISLATORS
AND
BOARD OF ACQUISITION AND CONTRACTS
APPROVALS**

EXHIBIT K
STANDARD INSURANCE PROVISIONS
(Landlord)

1. Prior to commencing work, and throughout the term of the Agreement, the Landlord 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. Landlord 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 Landlord 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 Landlord 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 Landlord 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 Landlord to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Landlord from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Landlord 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 Landlord'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 Landlord until such time as the Landlord shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Landlord 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 Landlord. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

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

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 Risks" Property Insurance, covering all risks of physical amounts, in commercially reasonable amounts to protect the Real Property and Related Facilities.

4. All policies of the Landlord 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 Landlord.

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

Your Committee is in receipt of an amended bond act (“Amending Bond Act”) of the County of Westchester (“County”) authorizing amendment to prior Bond Act, in part, prior Bond Act No. 248-2023 to remove an \$800,000 authorization allocable to Capital Project RBR07 – Bronx River Pathway Reconstruction (“RBR07”), and to decrease the estimated maximum amount of bonds authorized to \$12,850,000. The Bond Act was prepared by the law firm Hawkins, Delafield & Wood.

The Amending Bond Act is required to remove design bonding authorizations related to RBR07 so that those authorizations may be included in the Consolidated Bond Act for RBR07.

The Department of Parks, Recreation and Conservation (“Department”) has advised that according to a recent recreation preference survey, walking and bicycling continue to rank high among the top recreation activities enjoyed by Westchester County residents. The Bronx River Pathway, being the most heavily used pathway in the parks system, plays a critical role in supporting these activities. To maintain its popularity and usability, the Department is addressing the deterioration of older sections as part of a multi-year phased program aimed at rehabilitating the pathway.

Design is currently being undertaken by in-house staff and consultants and is expected to be completed by the end of the fourth quarter of 2024. It is estimated that construction will take eighteen months to complete and will begin after the award and execution of the construction contracts.

It should be noted that your Honorable Board has previously authorized the County to issue bonds to finance RBR07 as indicated in the annexed fact sheet.

The Planning Department has advised your Committee that based on its review, RBR07 may be classified as a Type “II” action pursuant to the State Environmental Quality Review Act (“SEQR”) and its implementing regulations, 6 NYCRR Part 617. Therefore, no environmental review is required. Your Committee has reviewed the annexed SEQR documentation and concurs with this recommendation.

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 Consolidated Bond Act. Your Committee recommends the adoption of the proposed Consolidated Bond Act.

Dated: October 15th, 2024.

White Plains, New York

James B. Johnson
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James B. Johnson
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COMMITTEE ON

CMG 9-6-24

Budget & Appropriations

Parks & Environment

Public Works &
Transportation

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: RBR07

☐ NO FISCAL IMPACT PROJECTED

SECTION A - CAPITAL BUDGET IMPACT

To Be Completed by Budget

☒ GENERAL FUND

☐ AIRPORT FUND

☐ SPECIAL DISTRICTS FUND

Source of County Funds (check one):

☒ Current Appropriations

☐ Capital Budget Amendment

AMEND BA 248-2023 PULL OUT \$800,000 PERTINENT TO RBR07

SECTION B - BONDING AUTHORIZATIONS

To Be Completed by Finance

Total Principal \$ 12,850,000 PPU 5 Anticipated Interest Rate 2.34%

Anticipated Annual Cost (Principal and Interest): \$ 2,780,766

Total Debt Service (Annual Cost x Term): \$ 13,903,829

Finance Department: maab 10-4-24

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

To Be Completed by Submitting Department and Reviewed by Budget

Potential Related Expenses (Annual): \$ -

Potential Related Revenues (Annual): \$ -

Anticipated savings to County and/or impact of department operations

(describe in detail for current and next four years):

SECTION D - EMPLOYMENT

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

Number of Full Time Equivalent (FTE) Jobs Funded: 95

Prepared by: Dianne Vanadia

Title: Associate Budget Director

Department: Budget

Date: 10/4/24

Reviewed By:

Dianne Vanadia
10/4/24

[Signature]
Budget Director

Date:

10/4/24

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

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



DATE: September 18, 2024

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT:
RBR07 BRONX RIVER PATHWAY RECONSTRUCTION**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on
09-04-2024 (Unique ID: 2683)

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

- **617.5(c)(2):** replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building, energy, or fire codes unless such action meets or exceeds any of the thresholds in section 617.4 of this Part;
- **617.5(c)(8):** maintenance of existing landscaping or natural growth;
- **617.5(c)(9):** construction or expansion of a primary or accessory/appurtenant, nonresidential structure or facility involving less than 4,000 square feet of gross floor area and not involving a change in zoning or a use variance and consistent with local land use controls, but not radio communication or microwave transmission facilities.

COMMENTS: The project involves rehabilitation or in-kind replacement of the existing trailway and infrastructure with the exception of one pedestrian bridge that will be relocated approximately 200 feet to the north to relieve current bicycle/pedestrian conflicts. The project will include new site furniture (i.e., benches) and signage to improve the recreational experience, as well as restoring culverts and swales to maintain a clear pathway. Landscape maintenance may include the removal of hazardous trees in proximity of the pathway as needed for public safety, as well as the addition of native plantings. Disturbance will not exceed 5 acres. Overall this project will serve to prevent erosion, bolster native habitat, and enhance public recreation.

DSK/CNM

cc: Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Lawrence Soule, Budget Director
Tami Altschiller, Assistant Chief Deputy County Attorney
Kathleen O'Connor, Commissioner of Parks, Recreation and Conservation
Blanca P. Lopez, Commissioner of Planning
Peter Tartaglia, First Deputy Commissioner of Parks, Recreation and Conservation
Dianne Vanadia, Associate Budget Director
Robert Lopane, Program Coordinator, Department of Public Works & Transportation
Susan Darling, Chief Planner
Michael Lipkin, Associate Planner
Claudia Maxwell, Principal Environmental Planner

REFERENCE BPL36
T0073
T0047
RCC17
B015E
RB180
RB04A
BCR50
BCR62

ACT NO. -20 _____

BOND ACT OF THE COUNTY OF WESTCHESTER, NEW YORK, AMENDING ACT 219-2021 ADOPTED DECEMBER 7, 2021, AS AMENDED BY ACT 248/2023 ADOPTED DECEMBER 11, 2023, IN RELATION TO THE PREPARATION OF SURVEYS, PRELIMINARY AND DETAILED PLANS, SPECIFICATIONS AND ESTIMATES NECESSARY FOR PLANNING VARIOUS CAPITAL PURPOSES IN AND FOR THE COUNTY, AT THE MAXIMUM ESTIMATED COST OF \$16,150,000. (Adopted _____, 20____).

WHEREAS, this Board has heretofore duly authorized the issuance of \$13,700,000 bonds to finance the cost of preparation of surveys, preliminary and detailed plans, specifications and estimates necessary for various capital purposes in and for the County, pursuant to Act No. 219-2021 duly adopted on December 7, 2021 (the "Bond Act 219-2021"); and

WHEREAS, \$50,000 of such amount was authorized for the preparation of surveys, preliminary and detailed plans, specifications and estimates necessary for the replacement of the County Center roof and associated building renovations; and

WHEREAS, such \$50,000 was subsequently authorized to be issued pursuant to a subsequent Bond Act and Bond Act 219-2021 was amended to reduce the amount of bonds authorized to be issued by such \$50,000 pursuant to Bond Act 248/2023 duly adopted on December 11, 2023; and

WHEREAS, the Bond Act 219-2021 also authorized the issuance of \$800,000 bonds to finance the cost of preparation of surveys, preliminary and detailed plans, specifications and estimates necessary for the reconstruction of the Bronx River Pathway; and

WHEREAS, such \$800,000 has been or will be authorized pursuant to another Bond Act authorizing the planning, construction and construction management associated with the reconstruction of the Bronx River Pathway and that it is necessary to reduce the amount of bonds Authorized pursuant to Bond Act 219-2021 as amended by Bond Act 248/2023, now therefore

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

SECTION (A) The bond act duly adopted by this Board on December 7, 2021 and amended on December 11, 2023, entitled:

“ACT NO. 248/2023

BOND ACT AUTHORIZING THE ISSUANCE OF \$13,650,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE A PORTION OF THE COST OF PREPARATION OF SURVEYS, PRELIMINARY AND DETAILED PLANS, SPECIFICATIONS AND ESTIMATES NECESSARY FOR PLANNING VARIOUS CAPITAL PURPOSES IN AND FOR THE COUNTY; STATING THE ESTIMATED TOTAL COST THEREOF IS \$16,950,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE EXPENDITURE OF \$3,300,000 GRANT FUNDS EXPECTED TO BE RECEIVED AND THE ISSUANCE OF \$13,650,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS

is hereby amended and consolidated to read as follows:

BOND ACT AUTHORIZING THE ISSUANCE OF \$12,850,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE A PORTION OF THE COST OF PREPARATION OF SURVEYS, PRELIMINARY AND DETAILED PLANS, SPECIFICATIONS AND ESTIMATES NECESSARY FOR PLANNING

VARIOUS CAPITAL PURPOSES IN AND FOR THE COUNTY; STATING THE ESTIMATED TOTAL COST THEREOF IS \$16,150,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE EXPENDITURE OF \$3,300,000 GRANT FUNDS EXPECTED TO BE RECEIVED AND THE ISSUANCE OF \$12,850,000 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, \$12,850,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance a portion of the cost of preparation of surveys, preliminary and detailed plans, specifications and estimates necessary for planning various capital purposes in and for the County, to wit: campus wide site improvements at the Valhalla Complex, the electrification of the County's two mass transit bus garages, design and engineering services for the replacement of the HVAC system at the Cerrato maintenance facility, design for the restoration and modification of the County Center, design associated with the replacement of chillers, ice storage system and related work at the Michaelian Office Building, design associated with the rehabilitation of approximately 5.57 miles of Central Avenue from the Bronx/Westchester line to the NYS Thruway bridge and the rehabilitation of the Central Avenue access ramps to and from Palmer Road, a distance of approximately 0.38 miles, study and

preliminary design to determine options and associated costs for the replacement of the Broad Street viaduct over the Bronx River Parkway, design for a stand-alone building to replace the existing infirmary at the County Jail, and design to rehabilitate or replace elevators for the Corrections Department; all as set forth in the County's Current Year Capital Budget, as amended. To the extent that the details set forth in this act are inconsistent with any details set forth in the Current Year Capital Budget of the County, such Budget shall be deemed and is hereby amended. The estimated total cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof is \$16,150,000. The plan of financing includes the expenditure of \$3,000,000 expected to be received from ConEd and \$300,000 expected to be received from the New York Power Authority (collectively, the "Grant Funds") and the issuance of \$12,850,000 bonds herein authorized, and any bond anticipation notes issued in anticipation of the sale of such bonds, and the levy of a tax to pay the principal of and interest on said bonds.

Section 2. The period of probable usefulness of the class of objects or purposes for which said \$12,850,000 bonds authorized by this Act are to be issued, within the limitations of Section 11.00 a. 62 (2nd) 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 total amount of \$12,850,000. 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 \$16,150,000 as the estimated total cost of the aforesaid class of objects or purposes is hereby approved.

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

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

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

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

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

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

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

Section 8. This Act shall take effect not earlier than January 1, 2024 and in accordance with Section 107.71 of the Westchester County Charter.

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

SECTION (C) This Act shall take effect not earlier than January 1, 2024 and in accordance with Section 107.71 of the Westchester County Charter.

* * *

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

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

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

(SEAL)

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

LEGAL NOTICE

A Bond Act, a summary of which is published herewith, has been adopted by the Board of Legislators on December 7, 2021 and amended on December 11, 2023 and amended on _____, 20____ and approved, as amended, by the County Executive on _____, 20____ and the validity of the obligations authorized by such Bond Act may be hereafter contested only if such obligations were authorized for an object or purpose for which the County of Westchester, in the State of New York, is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this Notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the publication of this Notice, or such obligations were authorized in violation of the provisions of the Constitution.

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

ACT NO. _____ -20_____

BOND ACT AUTHORIZING THE ISSUANCE OF \$12,850,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE A PORTION OF THE COST OF PREPARATION OF SURVEYS, PRELIMINARY AND DETAILED PLANS, SPECIFICATIONS AND ESTIMATES NECESSARY FOR PLANNING VARIOUS CAPITAL PURPOSES IN AND FOR THE COUNTY; STATING THE ESTIMATED TOTAL COST THEREOF IS \$16,150,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE EXPENDITURE OF \$3,300,000 GRANT FUNDS EXPECTED TO BE RECEIVED AND THE ISSUANCE OF \$12,850,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (adopted on December 7, 2021 and amended on December 11, 2023 and amended on _____, 20____)

object or purpose: to finance a portion of the cost of preparation of surveys, preliminary and detailed plans, specifications and estimates necessary for planning various capital purposes in and for the County, to wit: campus wide site improvements at the Valhalla Complex, the electrification of the County's two mass transit bus garages, design and engineering services for the replacement of the HVAC system at the Cerrato maintenance facility, design for the restoration and modification of the County Center, design associated with the replacement of chillers, ice storage system and related work at the Michaelian Office Building, design associated with the rehabilitation of approximately 5.57 miles of Central Avenue from the Bronx/Westchester line to the NYS Thruway bridge and the rehabilitation of the Central Avenue access ramps to and from Palmer Road, a distance of approximately 0.38 miles, study and preliminary design to determine options and associated costs for the replacement of the Broad Street viaduct over the Bronx River Parkway, design for a stand-alone building to replace the existing infirmary at the County Jail, and design to rehabilitate or replace elevators for the Corrections Department; 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: \$12,850,000; 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

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

Your Committee is in receipt of an amended bond act (“Consolidated Bond Act”) of the County of Westchester (“County”) authorizing the issuance of bonds in the amount of \$8,730,000 to finance the cost of design, construction and construction management of improvements to the Bronx River Reservation pathway and related infrastructure from the Kensico Dam Plaza to Green Acres Avenue, including rehabilitation and improvements to all pathway infrastructure including pathway pavement, footbridges, railings, stone walls, site furnishings, signage, pavement markings, grading, drainage, planting and other associated site work in connection with Capital Project RBR07 – Bronx River Pathway Reconstruction (“RBR07”).

This \$8,730,000 proposed Bond Act was prepared by the law firm Hawkins Delafield & Wood and represents an increase in the amount of \$7,930,000 for construction costs and includes \$800,000 previously authorized for RBR07 in 219-2021, as amended by Bond Act 248-2023.

The Department of Parks, Recreation and Conservation (“Department”) has advised that according to a recent recreation preference survey, walking and bicycling continue to rank high among the top recreation activities enjoyed by Westchester County residents. The Bronx River Pathway, being the most heavily used pathway in the parks system, plays a critical role in supporting these activities. To maintain its popularity and usability, the Department is addressing the deterioration of older sections as part of a multi-year phased program aimed at rehabilitating the pathway.

Design is currently being undertaken by in-house staff and consultants and is expected to be completed by the end of the fourth quarter of 2024. It is estimated that construction will take eighteen months to complete and will begin after the award and execution of the construction contracts.

It should be noted that your Honorable Board has previously authorized the County to issue bonds to finance RBR07 as indicated in the annexed fact sheet.

The Planning Department has advised your Committee that based on its review, RBR07 may be classified as a Type “II” action pursuant to the State Environmental Quality Review Act (“SEQR”) and its

implementing regulations, 6 NYCRR Part 617. Therefore, no environmental review is required. Your Committee has reviewed the annexed SEQR documentation and concurs with this recommendation.

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 Consolidated Bond Act. Your Committee recommends the adoption of the proposed Consolidated Bond Act.

Dated: October 15th, 2024.
White Plains, New York

James B. Jones
SSR
James B. Jones
James B. Jones
SSR
SSR
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COMMITTEE ON

C:MG 9-6-24

Budget & Appropriations

Parks & Environment

Public Works & Transportation

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: RBR07

☐ NO FISCAL IMPACT PROJECTED

SECTION A - CAPITAL BUDGET IMPACT

To Be Completed by Budget

☒ GENERAL FUND

☐ AIRPORT FUND

☐ SPECIAL DISTRICTS FUND

Source of County Funds (check one):

☒ Current Appropriations

☐ Capital Budget Amendment

SECTION B - BONDING AUTHORIZATIONS

To Be Completed by Finance

Total Principal \$ 8,730,000 PPU 15 Anticipated Interest Rate 2.68%

Anticipated Annual Cost (Principal and Interest): \$ 714,494

Total Debt Service (Annual Cost x Term): \$ 10,717,414

Finance Department: maab 10-4-24

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

To Be Completed by Submitting Department and Reviewed by Budget

Potential Related Expenses (Annual): \$ -

Potential Related Revenues (Annual): \$ -

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

SECTION D - EMPLOYMENT

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

Number of Full Time Equivalent (FTE) Jobs Funded: 95

Prepared by: Dianne Vanadia

Title: Associate Budget Director

Department: Budget

Date: 10/4/24


Reviewed By: 

CD 10/4/24
DV 10/4/24

Budget Director

Date: 10/4/24

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

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

DATE: September 18, 2024

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT:
RBR07 BRONX RIVER PATHWAY RECONSTRUCTION**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on 09-04-2024 (Unique ID: 2683)

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

- **617.5(c)(2):** replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building, energy, or fire codes unless such action meets or exceeds any of the thresholds in section 617.4 of this Part;
- **617.5(c)(8):** maintenance of existing landscaping or natural growth;
- **617.5(c)(9):** construction or expansion of a primary or accessory/appurtenant, nonresidential structure or facility involving less than 4,000 square feet of gross floor area and not involving a change in zoning or a use variance and consistent with local land use controls, but not radio communication or microwave transmission facilities.

COMMENTS: The project involves rehabilitation or in-kind replacement of the existing trailway and infrastructure with the exception of one pedestrian bridge that will be relocated approximately 200 feet to the north to relieve current bicycle/pedestrian conflicts. The project will include new site furniture (i.e., benches) and signage to improve the recreational experience, as well as restoring culverts and swales to maintain a clear pathway. Landscape maintenance may include the removal of hazardous trees in proximity of the pathway as needed for public safety, as well as the addition of native plantings. Disturbance will not exceed 5 acres. Overall this project will serve to prevent erosion, bolster native habitat, and enhance public recreation.

DSK/CNM

cc: Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Lawrence Soule, Budget Director
Tami Altschiller, Assistant Chief Deputy County Attorney
Kathleen O'Connor, Commissioner of Parks, Recreation and Conservation
Blanca P. Lopez, Commissioner of Planning
Peter Tartaglia, First Deputy Commissioner of Parks, Recreation and Conservation
Dianne Vanadia, Associate Budget Director
Robert Lopane, Program Coordinator, Department of Public Works & Transportation
Susan Darling, Chief Planner
Michael Lipkin, Associate Planner
Claudia Maxwell, Principal Environmental Planner

ACT NO. -20_____

BOND ACT AUTHORIZING THE ISSUANCE OF \$8,730,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE CONSTRUCTION OF IMPROVEMENTS TO THE BRONX RIVER RESERVATION PATHWAY; STATING THE ESTIMATED TOTAL COST THEREOF IS \$8,730,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$8,730,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS (Adopted _____, 20____).

WHEREAS, this Board has heretofore duly authorized the issuance of \$800,000 bonds to finance the cost of preparation of surveys, preliminary and detailed plans, specifications and estimates necessary for the reconstruction of the Bronx River Pathway, pursuant to Act No. 219-2021 duly adopted on December 7, 2021, as amended by Bond Act 248-2023 duly adopted on December 11, 2023; and

WHEREAS, it is now appropriate to authorize such purposes, and it is necessary to increase the amount of bonds to be issued and the appropriation for such project for estimated cost of such improvement;

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; \$8,730,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the cost of the planning, construction and construction management of improvements to the Bronx River Reservation pathway and related infrastructure from the Kensico Dam Plaza to Green Acres Avenue, including rehabilitation and improvements to all pathway infrastructure including pathway pavement, footbridges, railings, stone walls, site furnishings, signage, pavement markings, grading, drainage, planting and other associated site work, all as set forth in the County's Current Year Capital Budget, as amended. To the extent that the details set forth in this act are inconsistent with any details set forth in the Current Year Capital Budget of the County, such Budget shall be deemed and is hereby amended. The estimated total cost of said object or purpose, including preliminary costs and costs incidental thereto and the financing thereof is \$8,730,000. The plan of financing includes the issuance of \$8,730,000 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 object or purpose for which said \$8,730,000 bonds authorized by this Act are to be issued, within the limitations of Section 11.00 a. 19(c) of the Law, is fifteen (15) years;

Section 3. Current funds are not required to be provided as a down payment pursuant to Section 107.00 d. 9. of the Law prior to issuance of the bonds authorized herein, or any bond anticipation notes issued in anticipation of the sale of such bonds. The County intends to finance, on an interim basis, the costs or a portion of the costs of said improvements for which bonds are herein authorized, which costs are reasonably expected to be reimbursed with the

proceeds of debt to be incurred by the County, pursuant to this Act, in the maximum amount of \$8,730,000. 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 \$8,730,000 as the estimated total cost of the aforesaid object or purpose is hereby approved.

Section 5. Subject to the provisions of this Act and of the Law, and pursuant to the provisions of §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 not earlier than January 1, 2024 and in accordance with Section 107.71 of the Westchester County Charter.

* * *

STATE OF NEW YORK)

: ss.:

COUNTY OF NEW YORK)

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

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

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

(SEAL)

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 \$8,730,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE CONSTRUCTION OF IMPROVEMENTS TO THE BRONX RIVER RESERVATION PATHWAY; STATING THE ESTIMATED TOTAL COST THEREOF IS \$8,730,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$8,730,000 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 cost of the planning, construction and construction management of improvements to the Bronx River Reservation pathway and related infrastructure from the Kensico Dam Plaza to Green Acres Avenue, including rehabilitation and improvements to all pathway infrastructure including pathway pavement, footbridges, railings, stone walls, site furnishings, signage, pavement markings, grading, drainage, planting and other associated site work, all as set forth in the County's Current Year Capital Budget, as amended.

amount of obligations to be issued:

and period of probable usefulness: \$8,730,000; fifteen (15) years

Dated: _____, 20_____

White Plains, New York

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

CAPITAL PROJECT FACT SHEET

Project ID:* RBR07	<input type="checkbox"/> CBA	Fact Sheet Date:* 08-29-2024
Fact Sheet Year:* 2024	Project Title:* BRONX RIVER PATHWAY RECONSTRUCTION	Legislative District ID: 3, 10, 5,
Category* RECREATION FACILITIES	Department:* PARKS, RECREATION & CONSERVATION	CP Unique ID: 2683

Overall Project Description

This project will reconstruct approximately 10 miles of asphalt pathway from Kensico Dam Plaza to Greenacres Avenue and Crane Road to Scout Field. The project will also include reconstruction of just over 1 mile of stone dust pathway, pedestrian footbridge renovations, crosswalk improvements, fencing and guiderail improvements, culvert replacement, swale construction, stone masonry, signage, benches and associated sitework and landscaping.

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

FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2024	2025	2026	2027	2028	Under Review
Gross	16,100	1,800	6,930	7,370	0	0	0	0
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	16,100	1,800	6,930	7,370	0	0	0	0

Expended/Obligated Amount (in thousands) as of : 435

Current Bond Description: This request will fund construction and construction management of improvements to the Bronx River Reservation pathway and related infrastructure from the Kensico Dam Plaza to Green Acres Avenue. The work includes rehabilitation and improvements to all pathway infrastructure including pathway pavement, footbridges, railings, stone walls, site furnishings, signage, pavement markings, grading, drainage, planting and other associated site work.

Financing Plan for Current Request:

Non-County Shares:	\$ 0
Bonds/Notes:	7,930,000
Cash:	0
Total:	\$ 7,930,000

SEQR Classification:

TYPE II

Amount Requested:

7,930,000

Expected Design Work Provider:

- | | | |
|--|--|---|
| <input checked="" type="checkbox"/> County Staff | <input checked="" type="checkbox"/> Consultant | <input type="checkbox"/> Not Applicable |
|--|--|---|

Comments:

Energy Efficiencies:

Appropriation History:

Year	Amount	Description
2022	1,800,000	DESIGN, CONSTRUCTION AND CONSTRUCTION MANAGEMENT
2024	6,930,000	FUNDS PHASE 1 CONSTRUCTION

Total Appropriation History:

8,730,000

Financing History:

Year	Bond Act #	Amount	Issued	Description
2023	248	800,000		0 BRONX RIVER PATHWAY RECONSTRUCTION

Total Financing History:

800,000

Recommended By:

Department of Planning

MLLL

Date

09-04-2024

Department of Public Works

RJB4

Date

09-04-2024

Budget Department

DEV9

Date

09-04-2024

Requesting Department

RCL3

Date

09-06-2024

BRONX RIVER PATHWAY RECONSTRUCTION (RBR07)

User Department : Parks, Recreation & Conservation

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

Estimated Completion Date: TBD

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

FIVE YEAR CAPITAL PROGRAM (in thousands)

	Est Ult Cost	Appropriated	Exp / Obl	2024	2025	2026	2027	2028	Under Review
Gross	16,100	1,800	435	6,930	7,370				
Non County Share									
Total	16,100	1,800	435	6,930	7,370				

Project Description

This project will reconstruct approximately 10 miles of asphalt pathway from Kensico Dam Plaza to Greenacres Avenue and Crane Road to Scout Field. The project will also include reconstruction of just over 1 mile of stone dust pathway, pedestrian footbridge renovations, crosswalk improvements, fencing and guiderail improvements, culvert replacement, swale construction, stone masonry, signage, benches and associated sitework and landscaping.

Current Year Description

The current year request funds Phase 1 construction.

Current Year Financing Plan

Year	Bonds	Cash	Non County Shares	Total
2024	6,930,000			6,930,000

Impact on Operating Budget

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

Appropriation History

Year	Amount	Description	Status
2022	1,800,000	Design, construction and construction management	DESIGN
Total	1,800,000		

Prior Appropriations

	Appropriated	Collected	Uncollected
Bond Proceeds	1,800,000		1,800,000
Total	1,800,000		1,800,000

Bonds Authorized

Bond Act	Amount	Date Sold	Amount Sold	Balance
219 21	800,000			800,000
Total	800,000			800,000

**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 \$1,000,000 to finance capital project RGI06 – Glen Island Castle Rehabilitation (“RGI06”). The Bond Act, which was prepared by the law firm Harris Beach, PLLC, will finance the cost of planning for improvements to Glen Island Castles; including rehabilitation of roof and flashing, masonry repair, structural stabilization, flooring systems, doors, windows, ceiling and roof framing, interior walls, and a feasibility study to explore possibilities for the future re-use of Castle #2.

The Department of Parks, Recreation and Conservation (“Department”) has advised that the existing castles at Glen Island Park date back to the late 1800s and are historically significant and integral to the park's charm. Stabilizing and rehabilitating these iconic structures is essential to preserve their legacy for current and future visitors.

Following bonding authorization, design will be scheduled and is anticipated to take twelve months to complete. It is anticipated that the design work will be completed by a consultant. It is estimated that construction will take twelve 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, RGI06 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: October 15th, 2024
White Plains, New York

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Budget & Appropriations

Parks & Environment

Public Works & Transportat

COMMITTEE ON

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: RG106

☐ NO FISCAL IMPACT PROJECTED

SECTION A - CAPITAL BUDGET IMPACT

To Be Completed by Budget

☒ GENERAL FUND

☐ AIRPORT FUND

☐ SPECIAL DISTRICTS FUND

Source of County Funds (check one):

☒ Current Appropriations

☐ Capital Budget Amendment

SECTION B - BONDING AUTHORIZATIONS

To Be Completed by Finance

Total Principal \$ 1,000,000 PPU 5 Anticipated Interest Rate 2.34%

Anticipated Annual Cost (Principal and Interest): \$ 216,420

Total Debt Service (Annual Cost x Term): \$ 1,082,101

Finance Department: maab 10-4-24

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

To Be Completed by Submitting Department and Reviewed by Budget

Potential Related Expenses (Annual): \$ -

Potential Related Revenues (Annual): \$ -

Anticipated savings to County and/or impact of department operations

(describe in detail for current and next four years):

SECTION D - EMPLOYMENT

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

Number of Full Time Equivalent (FTE) Jobs Funded: 11

Prepared by: Dianne Vanadia

Title: Associate Budget Director

Department: Budget

Date: 10/4/24


Reviewed By: 

Budget Director

Date: 10/4/24

10/4/24

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

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

DATE: September 18, 2024

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT:
RGI06 GLEN ISLAND CASTLE REHABILITATION**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on
09-04-2024 (Unique ID: 2684)

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

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

COMMENTS: The current request is for design only.

DSK/CNM

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

ACT NO. -20__

BOND ACT AUTHORIZING THE ISSUANCE OF \$1,000,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF PLANNING FOR THE IMPROVEMENTS TO GLEN ISLAND CASTLES; STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$1,000,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$1,000,000 BONDS HEREIN AUTHORIZED TO FINANCE SUCH COST; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted , 20__)

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

Section 1. Pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the "Law"), the Westchester County Administrative Code, being Chapter 852 of the Laws of 1948, as amended, to the provisions of other laws applicable thereto, \$1,000,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the cost of planning for improvements to Glen Island Castles; including rehabilitation of roof and flashing, masonry repair, structural stabilization, flooring systems, doors, windows, ceiling and roof framing, interior walls, and a feasibility study to explore possibilities for the future re-use of Castle #2; all as set forth in

the County's current year Capital Budget, as amended. To the extent that the details set forth in this act are inconsistent with any details set forth in the current year Capital Budget of the County, such Budget shall be deemed and is hereby amended. The estimated maximum cost of said objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof is \$1,000,000. The plan of financing includes the issuance of \$1,000,000 bonds herein authorized, and any bond anticipation notes issued in anticipation of the sale of such bonds, and the levy of a tax to pay the principal of and interest on said bonds.

Section 2. The period of probable usefulness applicable to the specific object or purpose for which bonds authorized by this resolution is to be issued within the limitations of Section 11.00 a. 62(2ND) of the Law, is five (5) years.

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

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

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

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

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

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

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

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

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

* * *

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

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

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

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

LEGAL NOTICE

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

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

ACT NO. _____-20__

BOND ACT AUTHORIZING THE ISSUANCE OF \$1,000,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF PLANNING FOR THE IMPROVEMENTS TO GLEN ISLAND CASTLES; STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$1,000,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$1,000,000 BONDS HEREIN AUTHORIZED TO FINANCE SUCH COST; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted _____, 20__)

object or purpose: to finance the cost of planning for the improvements to Glen Island Castles; including rehabilitation of roof and flashing, masonry repair, structural stabilization, flooring systems, doors, windows, ceiling and roof framing, interior walls, and a feasibility study to explore possibilities for the future re-use of Castle #2; all as set forth in the County's current year Capital Budget, as amended.

amount of obligations to be issued:

and period of probable usefulness: \$1,000,000; five (5) years

Dated: _____, 20__
White Plains, New York

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

CAPITAL PROJECT FACT SHEET

Project ID:*

RG106

☐ CBA

Fact Sheet Date:*

08-29-2024

Fact Sheet Year:*

2024

Project Title:*

GLEN ISLAND CASTLE
REHABILITATION

Legislative District ID:

11,

Category*

RECREATION FACILITIES

Department:*

PARKS, RECREATION &
CONSERVATION

CP Unique ID:

2684

Overall Project Description

This project funds the rehabilitation of the two castles at Glen Island Park.

☒ Best Management Practices

☐ Energy Efficiencies

☒ Infrastructure

☒ Life Safety

☐ Project Labor Agreement

☐ Revenue

☐ Security

☐ Other

FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2024	2025	2026	2027	2028	Under Review
Gross	5,000	5,000	0	0	0	0	0	0
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	5,000	5,000	0	0	0	0	0	0

Expended/Obligated Amount (in thousands) as of : 0

Current Bond Description: The current bond authorization request will fund the design of improvements to the Glen Island Castles including rehabilitation of roof and flashing, masonry repair, structural stabilization, flooring systems, doors, windows, ceiling and roof framing, interior walls and the project will also include a feasibility study to explore possibilities for the future re-use of Castle #2.

Financing Plan for Current Request:

Non-County Shares:	\$ 0
Bonds/Notes:	1,000,000
Cash:	0
Total:	\$ 1,000,000

SEQR Classification:

TYPE II

Amount Requested:

1,000,000

Expected Design Work Provider:

☐ County Staff

☒ Consultant

☐ Not Applicable

Comments:

Energy Efficiencies:

Appropriation History:

Year	Amount	Description
2022	5,000,000	DESIGN, CONSTRUCTION AND CONSTRUCTION MANAGEMENT

Total Appropriation History:

5,000,000

Total Financing History:

0

Recommended By:

Department of Planning

MLLL

Date

09-04-2024

Department of Public Works

RJB4

Date

09-04-2024

Budget Department

DEV9

Date

09-07-2024

Requesting Department

RCL3

Date

09-16-2024

GLEN ISLAND CASTLE REHABILITATION (RGI06)

User Department : Parks, Recreation & Conservation

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

Estimated Completion Date: TBD

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

FIVE YEAR CAPITAL PROGRAM (in thousands)

	Est Ult Cost	Appropriated	Exp / Obl	2024	2025	2026	2027	2028	Under Review
Gross	5,000	5,000							
Non County Share									
Total	5,000	5,000							

Project Description

This project funds the rehabilitation of the two castles at Glen Island Park.

Current Year Description

There is no current year request.

Impact on Operating Budget

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

Appropriation History

Year	Amount	Description	Status
2022	5,000,000	Design, construction and construction management	AWAITING BOND AUTHORIZATION
Total	5,000,000		

Prior Appropriations

	Appropriated	Collected	Uncollected
Bond Proceeds	5,000,000		5,000,000
Total	5,000,000		5,000,000

**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 \$6,000,000 to finance capital project SY085 – Sewer System Rehabilitation – Yonkers Jt. Plant Districts (“SY085”). The Bond Act, which was prepared by the law firm Norton Rose Fulbright, will finance the cost of construction associated with the rehabilitation of various County-owned sanitary sewer lines, including soil stabilization and reburial of exposed sewer pipes incidental thereto, installation of rip-rap, gabions, additional soil and earthwork, including incidental expenses.

The Department of Environmental Facilities (“Department”) has advised that the rehabilitation of the Department’s collection system is necessary under the state mandated CMOM (Capacity, Management, Operation and Maintenance) program. The Department is required to keep its equipment in a state of good repair in order to continue to adequately protect the environment.

Design is currently being undertaken by consultants and is expected to be completed by the end of the fourth quarter of 2024. It is estimated that construction will take twelve months to complete and will begin after award and execution of the construction contracts.

It should be noted that your Honorable Board has previously authorized the County to issue bonds in connection with SY085 as indicated in the annexed fact sheet.

The Planning Department has advised your Committee that based on its review, SY085 has been classified as a “Type I” action under the State Environmental Quality Review Act (“SEQR”). A Resolution, and proposed Negative Declaration, along with an Environmental Assessment Form, prepared by the Planning Department, are attached to assist your Honorable Board in complying with SEQR. Upon review, your Committee concludes that the proposed action will not have any significant impact on the environment and recommends the adoption of the Resolution adopting the Negative Declaration. As you know, a determination of significance must be made prior to enacting the aforementioned Bond Act.

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

Dated: October 16th, 2024
White Plains, New York

Samuel B. Bell John J. ...
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Samuel B. Bell John J. ...
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COMMITTEE ON

c mg 2-14-24

Budget & Appropriations

Public Works & Transportation

Dated: October 16, 2024

White Plains, New York

The following members attended the meeting remotely and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below

Committee(s) on:

Budget & Appropriations



Public Works & Transportation

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: SY085

☐ NO FISCAL IMPACT PROJECTED

SECTION A - CAPITAL BUDGET IMPACT

To Be Completed by Budget

☐ GENERAL FUND

☐ AIRPORT FUND

☒ SPECIAL DISTRICTS FUND

Source of County Funds (check one):

☒ Current Appropriations

☐ Capital Budget Amendment

SECTION B - BONDING AUTHORIZATIONS

To Be Completed by Finance

Total Principal \$ 6,000,000 PPU 30 Anticipated Interest Rate 3.29%

Anticipated Annual Cost (Principal and Interest): \$ 305,192

Total Debt Service (Annual Cost x Term): \$ 9,155,760

Finance Department: maab 10-4-24

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

To Be Completed by Submitting Department and Reviewed by Budget

Potential Related Expenses (Annual): \$ -

Potential Related Revenues (Annual): \$ -

Anticipated savings to County and/or impact of department operations

(describe in detail for current and next four years):

SECTION D - EMPLOYMENT

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

Number of Full Time Equivalent (FTE) Jobs Funded: 65

Prepared by: Dianne Vandia

Title: Associate Budget Director

Department: Budget

Date: 10/1/24

Reviewed By: 

DV 10/1/24
CD 10/1/24
Date:

Budget Director

10/1/24

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

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

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

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

A. Project and Applicant/Sponsor Information.

Name of Action or Project: Stabilization of the North Yonkers Trunk Sewer (SY085)		
Project Location (describe, and attach a general location map): The North Yonkers Trunk Sewer is located along the east bank of the Hudson River in Dobbs Ferry, Hastings, Yonkers within Westchester County NY.		
Brief Description of Proposed Action (include purpose or need): This project will stabilize the North Yonkers trunk sewer at multiple points. Scope of work includes the following actions at 8 separate sites located along the 7.7-mile trunk sewer alignment: installation of filter fabric and stone/rip-rap to cover exposed areas of the sewer line, regrading of the upslope to reduce overburden to the pipeline, installation of gabion walls or berms to further stabilize where needed, and repair or replacement of manholes. The project will necessitate tree removals both within the sewer easement as well as on several private properties bordering the sewer line for access. The proposed project would include obtaining temporary access permission and negotiating new permanent right of way easements for improvement areas. The project is needed due to the physical condition of the slopes and area around the trunk sewer and manholes, which has been significantly eroded and/or has experienced significant slope movement, which has exposed and destabilized the pipeline and manhole structures in multiple locations. The erosion and slope movement issues had existed prior to recent severe precipitation events experienced in the area, which significantly exacerbated the issue, required emergency, temporary repairs and compounded the need for the permanent solution described by this project. Note: Project sites names have retained the legacy "area numbers" and are not consecutively numbered in the project plans or descriptions.		
Name of Applicant/Sponsor: County of Westchester		Telephone: 914-995-2000 E-Mail:
Address: 148 Martine Avenue		
City/PO: White Plains	State: NY	Zip Code: 10601
Project Contact (if not same as sponsor; give name and title/role): David S. Kvinge, Assistant Commissioner, Westchester County Planning Department		Telephone: 914-995-4400 E-Mail: dsk2@westchestercountyny.gov
Address: 148 Martine Avenue		
City/PO: White Plains	State: NY	Zip Code: 10601
Property Owner (if not same as sponsor):		Telephone: E-Mail:
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Council, Town Board, <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No or Village Board of Trustees	Village of Dobbs Ferry (easement)	
b. City, Town or Village <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Planning Board or Commission		
c. City, Town or <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Village Zoning Board of Appeals		
d. Other local agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
e. County agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Westchester Board of Legislators (funding)	
f. Regional agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Metropolitan Transportation Authority (MTA) and Metro-North Railroad (MNR) - Entry Permit	
g. State agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NYS DEC, NYS DOS, NYS OPRHP (various) NYS Environmental Facilities Corp (funding)	
h. Federal agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<p>i. Coastal Resources.</p> <p>i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>iii. Is the project site within a Coastal Erosion Hazard Area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		

C. Planning and Zoning

C.1. Planning and zoning actions.

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? ☐ Yes ☒ No

- If Yes, complete sections C, F and G.
- If No, proceed to question C.2 and complete all remaining sections and questions in Part I

C.2. Adopted land use plans.

a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? ☒ Yes ☐ No

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? ☒ Yes ☐ No

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) ☒ Yes ☐ No

If Yes, identify the plan(s):

All three municipalities are part of the Hudson River Valley Greenway. Dobbs Ferry also has an approved Local Waterfront Revitalization Program.

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? ☒ Yes ☐ No

If Yes, identify the plan(s):

Dobbs Ferry Vision Plan (2010), Village of Hastings-on-Hudson Comprehensive Plan (2011),
Westchester RiverWalk (2003)

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. ☒ Yes ☐ No

If Yes, what is the zoning classification(s) including any applicable overlay district?

Dobbs Ferry: OS (Open Space), EI (Educational/Institutional); Hastings: MR-2.5 (Multi-family), R-10 & R-20 (One-family residences); Yonkers: A (Elevator Apts)

b. Is the use permitted or allowed by a special or conditional use permit? ☐ Yes ☒ No

c. Is a zoning change requested as part of the proposed action? ☐ Yes ☒ No

If Yes,

i. What is the proposed new zoning for the site? _____

C.4. Existing community services.

a. In what school district is the project site located? Dobbs Ferry School District, Hastings School District, Yonkers School District

b. What police or other public protection forces serve the project site?

Dobbs Ferry P.D., Hastings-On-Hudson P.D., Yonkers P.D.

c. Which fire protection and emergency medical services serve the project site?

Dobbs Ferry FD/VAC, Hastings FD/Ambulance Corps, Yonkers FD/Empress EMS.

d. What parks serve the project site?

N/A

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? The proposed action is the stabilization of an existing trunk sewer line that is located on a slope adjacent to and parallel to MTA railroad tracks. Actions are limited to the site preparation and slope stabilization activities.

b. a. Total acreage of the site of the proposed action? 6.5(temp access) acres

b. Total acreage to be physically disturbed? 0.77 (work area) acres

c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 7.7mi (sewer line) acres

c. Is the proposed action an expansion of an existing project or use? ☐ Yes ☒ No

i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____

d. Is the proposed action a subdivision, or does it include a subdivision? ☐ Yes ☒ No

If Yes,

i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)

ii. Is a cluster/conservation layout proposed? ☐ Yes ☐ No

iii. Number of lots proposed? _____

iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will the proposed action be constructed in multiple phases? ☐ Yes ☒ No

i. If No, anticipated period of construction: 12 months

ii. If Yes:

- Total number of phases anticipated _____
- Anticipated commencement date of phase 1 (including demolition) _____ month _____ year
- Anticipated completion date of final phase _____ month _____ year
- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

f. Does the project include new residential uses? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
If Yes, show numbers of units proposed.				
	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	_____	_____	_____	_____
At completion of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes,	
i. Total number of structures _____	
ii. Dimensions (in feet) of largest proposed structure: _____ height; _____ width; and _____ length	
iii. Approximate extent of building space to be heated or cooled: _____ square feet	

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes,	
i. Purpose of the impoundment: _____	
ii. If a water impoundment, the principal source of the water: <input type="checkbox"/> Ground water <input type="checkbox"/> Surface water streams <input type="checkbox"/> Other specify: _____	
iii. If other than water, identify the type of impounded/contained liquids and their source. _____	
iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres	
v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length	
vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____	

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
(Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)	
If Yes:	
i. What is the purpose of the excavation or dredging? <u>Work limited to site preparation and grading for utility stabilization. Material remains onsite.</u>	
ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?	
<ul style="list-style-type: none"> • Volume (specify tons or cubic yards): _____ • Over what duration of time? _____ 	
iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them.	
<u>All constructions materials will remain onsite.</u>	
iv. Will there be onsite dewatering or processing of excavated materials? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If yes, describe. _____	
v. What is the total area to be dredged or excavated? _____ acres	
vi. What is the maximum area to be worked at any one time? _____ acres	
vii. What would be the maximum depth of excavation or dredging? _____ feet	
viii. Will the excavation require blasting? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
ix. Summarize site reclamation goals and plan: _____	
<u>All area affected by the work shall be restored to a condition equal to or better than the condition existing prior to commencing construction.</u>	

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If Yes:	
i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): <u>An unnamed, unclassified stream is located within part of Area 5 work area. The stream is not mapped in DEC's environmental resource mapper. The stream has a small catchment area, in the vicinity of the Graham School / N.Y. Orphan Asylum.</u>	

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres: Slope rehabilitation and stabilization activities are proposed along a portion the unclassified stream bank. Activities would include a gabion of approximately 10 linear feet and filter fabric with trap rock overlay of less than approximately 20 linear feet along the stream bank.

iii. Will the proposed action cause or result in disturbance to bottom sediments? ☐ Yes ☒ No
If Yes, describe: bottom sediments would not be disturbed or would be minimal.

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

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

v. Describe any proposed reclamation/mitigation following disturbance: _____
Mitigation along the stream bank will be consistent with NYS Standards and Specifications for Erosion and Sediment Control (Blue Book).

c. Will the proposed action use, or create a new demand for water? ☐ Yes ☒ No
If Yes:
i. Total anticipated water usage/demand per day: _____ gallons/day
ii. Will the proposed action obtain water from an existing public water supply? ☐ Yes ☐ No
If Yes:

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

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

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

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

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

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____
vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? ☐ Yes ☒ No
If Yes:
i. Total anticipated liquid waste generation per day: _____ gallons/day
ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____

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

- Name of wastewater treatment plant to be used: _____
- Name of district: _____
- Does the existing wastewater treatment plant have capacity to serve the project? ☐ Yes ☐ No
- Is the project site in the existing district? ☐ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☐ No

<ul style="list-style-type: none"> • Do existing sewer lines serve the project site? _____ • Will a line extension within an existing district be necessary to serve the project? _____ <p>If Yes:</p> <ul style="list-style-type: none"> • Describe extensions or capacity expansions proposed to serve this project: _____ 	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? _____	
If Yes: <ul style="list-style-type: none"> • Applicant/sponsor for new district: _____ • Date application submitted or anticipated: _____ • What is the receiving water for the wastewater discharge? _____ 	
v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans): _____	
vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____	
e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? _____	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If Yes: <ul style="list-style-type: none"> i. How much impervious surface will the project create in relation to total size of project parcel? _____ 0 Square feet or _____ acres (impervious surface) _____ N/A Square feet or _____ acres (parcel size) ii. Describe types of new point sources. N/A _____ 	
iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)? _____	
Stormwater runoff will be controlled during construction in accordance with the latest edition of the NYS Standards and Specifications for Erosion and Sediment Control. No new permanent redirection or concentration of stormwater will be created.	
<ul style="list-style-type: none"> • If to surface waters, identify receiving water bodies or wetlands: _____ Hudson River • Will stormwater runoff flow to adjacent properties? _____ 	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? _____	
f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? _____	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If Yes, identify: <ul style="list-style-type: none"> i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles) Heavy Equipment including construction vehicles and mobile generators ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers) N/A iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation) N/A 	
g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? _____	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes: <ul style="list-style-type: none"> i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) _____ ii. In addition to emissions as calculated in the application, the project will generate: <ul style="list-style-type: none"> • _____ Tons/year (short tons) of Carbon Dioxide (CO₂) • _____ Tons/year (short tons) of Nitrous Oxide (N₂O) • _____ Tons/year (short tons) of Perfluorocarbons (PFCs) • _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆) • _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs) • _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs) 	
<input type="checkbox"/> Yes <input type="checkbox"/> No	

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

If Yes:

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

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

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

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

(Machine and vehicle exhaust during construction: no emissions post-construction "during operation.") _____

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

If Yes:

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

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

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

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

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

Temporary, private access and haul roads will be constructed

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

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

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

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

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____

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

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

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

i. During Construction:

- Monday - Friday: _____ 7:00 am - 5:00 pm
- Saturday: _____
- Sunday: _____
- Holidays: _____

ii. During Operations:

- Monday - Friday: _____ N/A
- Saturday: _____
- Sunday: _____
- Holidays: _____

<p>m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes:</p> <p>i. Provide details including sources, time of day and duration:</p> <p>Heavy equipment and vehicles will be operating during normal hours, which may increase ambient noise levels</p>	
<p>ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Describe: <u>The proposed action includes the removal of trees, some of which may serve as a natural noise barrier or screen</u></p>	
<p>n. Will the proposed action have outdoor lighting? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes:</p> <p>i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:</p>	
<p>ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Describe: _____</p>	
<p>o. Does the proposed action have the potential to produce odors for more than one hour per day? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____</p>	
<p>p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Product(s) to be stored _____</p> <p>ii. Volume(s) _____ per unit time _____ (e.g., month, year)</p> <p>iii. Generally, describe the proposed storage facilities: _____</p>	
<p>q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Describe proposed treatment(s): _____</p>	
<p>ii. Will the proposed action use Integrated Pest Management Practices? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Describe any solid waste(s) to be generated during construction or operation of the facility:</p> <ul style="list-style-type: none"> • Construction: _____ tons per _____ (unit of time) • Operation : _____ tons per _____ (unit of time) <p>ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:</p> <ul style="list-style-type: none"> • Construction: _____ • Operation: _____ <p>iii. Proposed disposal methods/facilities for solid waste generated on-site:</p> <ul style="list-style-type: none"> • Construction: _____ • Operation: _____ 	

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

If Yes:

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

ii. Anticipated rate of disposal/processing:

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

iii. If landfill, anticipated site life: _____ years

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

If Yes:

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

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

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

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

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

If Yes: provide name and location of facility: _____

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

E. Site and Setting of Proposed Action

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

a. Existing land uses.

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

- ☐ Urban ☐ Industrial ☐ Commercial ☒ Residential (suburban) ☒ Rural (non-farm)
- ☒ Forest ☐ Agriculture ☐ Aquatic ☒ Other (specify): Transportation/Institutional

ii. If mix of uses, generally describe:

The project area is located at 8 separate sites along the 7.7 mile North Yonkers trunk sewer alignment located on a slope adjacent to and parallel to the MTA Metro North train tracks.

b. Land uses and covertypes on the project site.

Land use or Covertypes	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces			
• Forested	4.5	2.9	-1.6
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	2	3	+1
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)			
• Non-vegetated (bare rock, earth or fill)	0.018	0.618	+0.6
• Other Describe: _____			

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

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? ☒ Yes ☐ No
If Yes,
i. Identify Facilities:
(Area 1) Days of Wonder Childcare program; (Area 2, 3, 3A) St. Cabrini Nursing Home, Clark Academy; (Area 4) Temple Beth Shalom Nursery School; (Area 5) MLK Jr HS, Ziccolella ES/MS, Little Leaf Nursery LLC, Andrus on Hudson Nursing Home; (Area 7) The Charter School of Educational Excellence

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

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

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

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

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

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☒ Yes ☐ No
If yes, provide DEC ID number(s): (Area 1) V00628, 546031; (Areas 2,3, 3A, 4) 546031; (Area 5) 360015, 360015A, 546031 (Area) B00200,
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):
(Area 7 Cont.) 360051, C360190, C360227, C360051, C360150, C360100, 546031; (Area 8) B00200, 360051, C360227, C360051, C360100, 546031.
See Attachment, Site Remediation Status Summary

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

- If yes, DEC site ID number: N/A
- Describe the type of institutional control (e.g., deed restriction or easement): Permanent right-of-way property easements
- Describe any use limitations: Access to site is limited to permanent right-of-way agreements. Temporary ROW access agreements and
- Describe any engineering controls: (cont.) permanent ROW adjustment necessary for rehabilitation work have been proposed.
- Will the project affect the institutional or engineering controls in place? ☐ Yes ☒ No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? Greater than 7 feet

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

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

<u>RhE - Riverhead loam</u>	<u>80 %</u>
<u>Uf - Urban land</u>	<u>15 %</u>
<u>Uc - Udorthents, wet</u>	<u>5 %</u>

d. What is the average depth to the water table on the project site? Average: +/- 10 feet

e. Drainage status of project site soils: ☒ Well Drained: 95 % of site
☒ Moderately Well Drained: 5 % of site
☐ Poorly Drained: _____ % of site

f. Approximate proportion of proposed action site with slopes: ☒ 0-10%: +/- 5 % of site
☒ 10-15%: ~ 20 % of site
☒ 15% or greater: ~ 75 % of site

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

h. Surface water features.

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

ii. Do any wetlands or other waterbodies adjoin the project site? ☒ Yes ☐ No
If Yes to either i or ii, continue. If No, skip to E.2.i.

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

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

- Streams: Name Hudson River, Portion 2b; Unnamed Stream, Area 5 Classification SB, unclassified
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name _____ Approximate Size _____
- Wetland No. (if regulated by DEC) _____

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? ☒ Yes ☐ No
If yes, name of impaired water body/bodies and basis for listing as impaired: _____
Hudson River, Portion 2b, Class SB, PCBs and other toxins

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

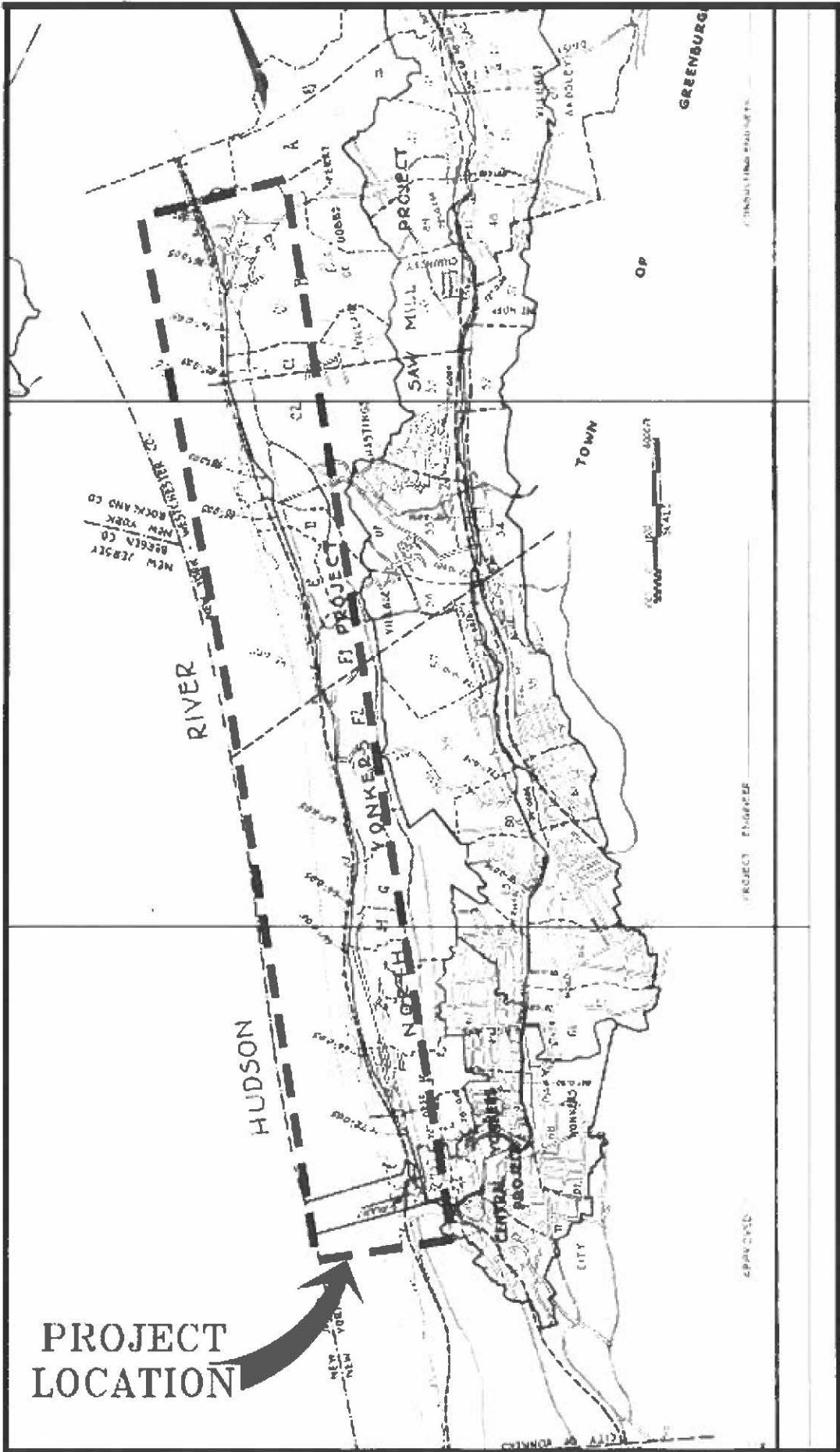
j. Is the project site in the 100-year Floodplain? (Area 5 only) ☒ Yes ☐ No

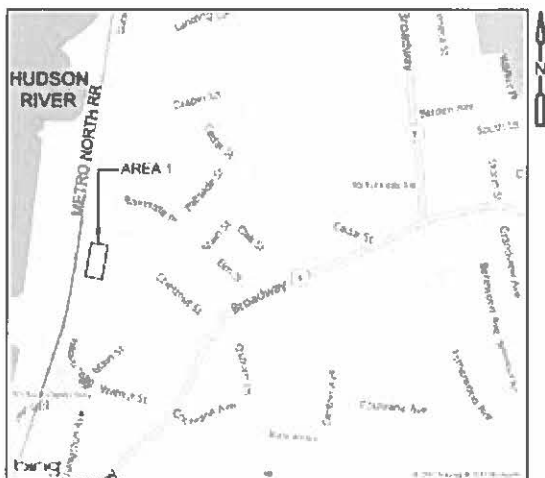
k. Is the project site in the 500-year Floodplain? (Areas 1 & 5) ☒ Yes ☐ No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? ☒ Yes ☐ No
If Yes:

i. Name of aquifer: Area 1 only - Principal aquifer, not primary, Lacustrine or Eolian type.

<p>m. Identify the predominant wildlife species that occupy or use the project site:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border-bottom: 1px solid black;">Many areas are on disturbed sites or</td> <td style="width: 50%; border-bottom: 1px solid black;">Wooded upland adjacent to Hudson</td> </tr> <tr> <td style="border-bottom: 1px solid black;">adjacent to development and may host</td> <td style="border-bottom: 1px solid black;">River may host raptors (i.e., Bald Eagle,</td> </tr> <tr> <td style="border-bottom: 1px solid black;">wildlife common to urban areas.</td> <td style="border-bottom: 1px solid black;">Osprey, Turkey vulture).</td> </tr> </table>	Many areas are on disturbed sites or	Wooded upland adjacent to Hudson	adjacent to development and may host	River may host raptors (i.e., Bald Eagle,	wildlife common to urban areas.	Osprey, Turkey vulture).	
Many areas are on disturbed sites or	Wooded upland adjacent to Hudson						
adjacent to development and may host	River may host raptors (i.e., Bald Eagle,						
wildlife common to urban areas.	Osprey, Turkey vulture).						
<p>n. Does the project site contain a designated significant natural community? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Describe the habitat/community (composition, function, and basis for designation): _____</p> <p style="margin-left: 20px;">ii. Source(s) of description or evaluation: _____</p> <p style="margin-left: 20px;">iii. Extent of community/habitat:</p> <ul style="list-style-type: none"> • Currently: _____ acres • Following completion of project as proposed: _____ acres • Gain or loss (indicate + or -): _____ acres 							
<p>o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Species and listing (endangered or threatened): _____</p> <p>Atlantic Sturgeon (endangered/protected) and Shortnose Sturgeon (endangered) reside in the Hudson River, which lies to the west of the project sites.</p>							
<p>p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Species and listing: _____</p>							
<p>q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, give a brief description of how the proposed action may affect that use: _____</p>							
<p>E.3. Designated Public Resources On or Near Project Site</p>							
<p>a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes, provide county plus district name/number: _____</p>							
<p>b. Are agricultural lands consisting of highly productive soils present? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p style="margin-left: 20px;">i. If Yes: acreage(s) on project site? _____</p> <p style="margin-left: 20px;">ii. Source(s) of soil rating(s): _____</p>							
<p>c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Nature of the natural landmark: <input type="checkbox"/> Biological Community <input type="checkbox"/> Geological Feature</p> <p style="margin-left: 20px;">ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____</p>							
<p>d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p style="margin-left: 20px;">i. CEA name: Hudson River</p> <p style="margin-left: 20px;">ii. Basis for designation: Exceptional or unique character</p> <p style="margin-left: 20px;">iii. Designating agency and date: Agency: Westchester County, Date: 1-31-90</p>							

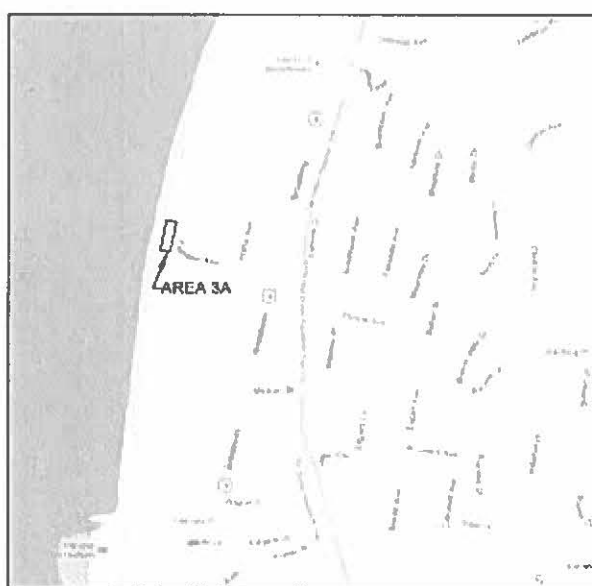




AREA 1 LOCATION MAP
DOBBS FERRY, NY
(NTS)



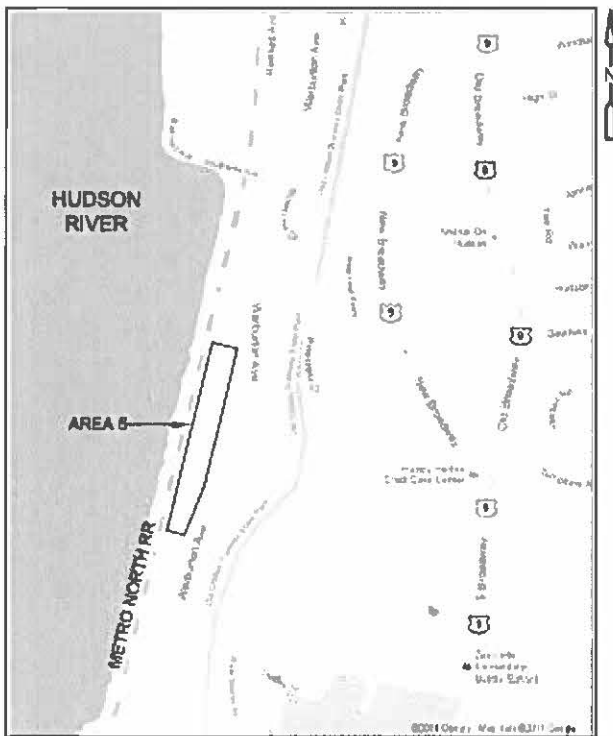
AREA 2 AND AREA 3
LOCATION MAP
DOBBS FERRY, NY
(NTS)



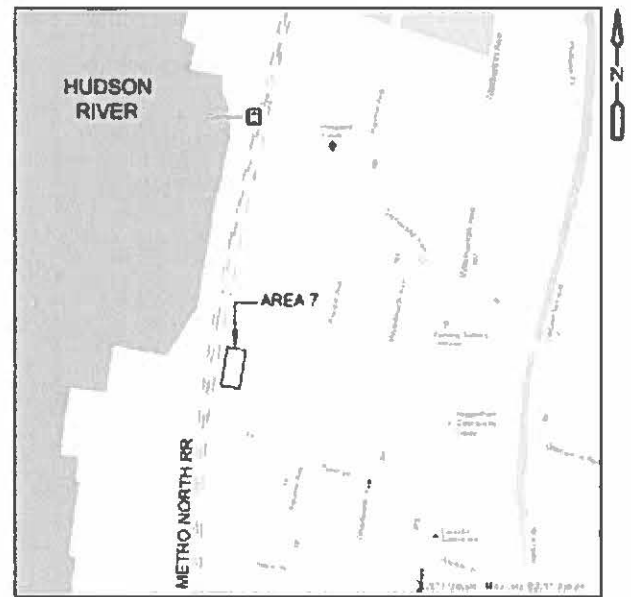
AREA 3A LOCATION MAP
DOBBS FERRY, NY
(NTS)



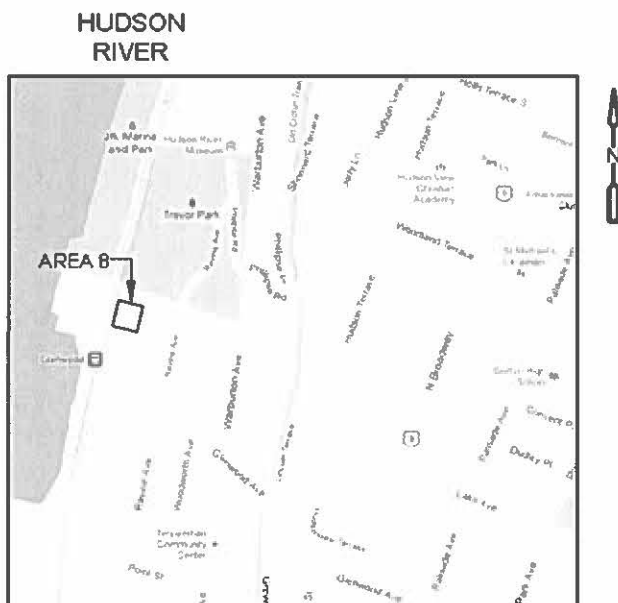
AREA 4 LOCATION MAP
HASTINGS, NY
(NTS)



AREA 5 LOCATION MAP
HASTINGS, NY
(NTS)



AREA 7 LOCATION MAP
YONKERS, NY
(NTS)



AREA 8 LOCATION MAP
YONKERS, NY
(NTS)

Yonkers Sewer System Rehabilitation – Stabilization of the North Yonkers Trunk Sewer

Potential Contamination History (FEAF Question E.h.i)

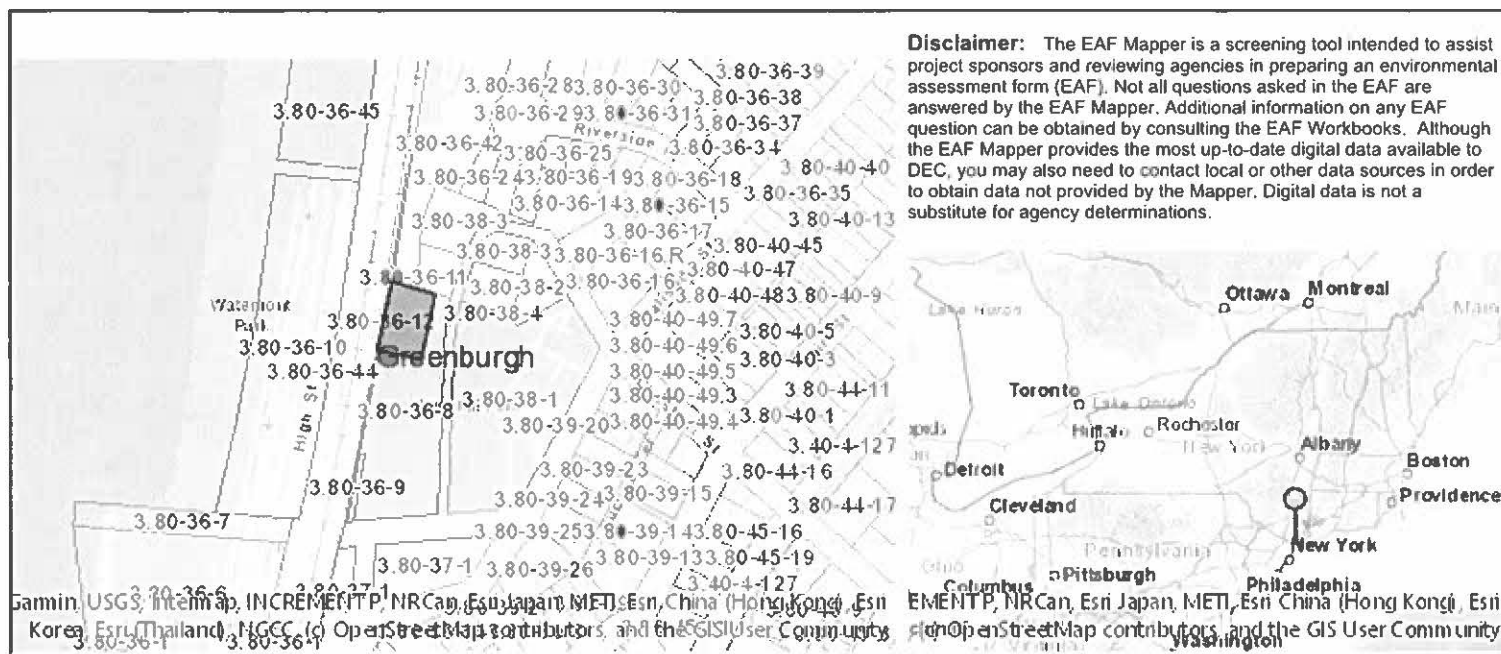
Identified, Adjacent Spill Incidents in DEC Database Search (1978-Present)			
Area 1	Area 2, 3, 3A	Area 4	Area 7
Spill Number 411166, Spill Date 01/13/2005, 164 PALISADE STREET, #2 fuel oil, unknown amount, Closed Date 01/14/2005	Spill Number 0502721, Spill Date 06/06/2005, 61 COLONIAL AVE, #2 fuel oil, unknown amount, Closed Date 10/11/2005	Spill Number 0406413, Spill Date 09/11/2001, FLOWER AVE/NORTH BROADWAY, dielectric fluid, 1 gal., Closed Date 09/13/2004	Spill Number 0008308, Spill Date 10/16/2000, 95 RAVINE AVE, #6 fuel oil, unknown amount, Closed Date 03/03/2003
Spill Number 2000618, Spill Date 08/01/2020, 164 PALISADE STREET, #2 fuel oil, unknown amount, Closed Date 10/05/2020	Spill Number 0814183, Spill Date 04/16/2008, BROADWAY AND COLONIAL AVE, dielectric fluid, unknown amount, Closed Date 11/10/2009	Spill Number 0808083, Spill Date 10/15/2008, 21 FLOWER AVE, #2 fuel oil, unknown amount, Closed Date 04/02/2009	Spill Number 9306223, Spill Date 07/01/1993, POINT STREET, unknown petroleum, unknown amount, Closed Date 08/23/1993
	Spill Number 1404001, Spill Date 07/14/2014, 68 COLONIAL AVE, #2 fuel oil, unknown amount, Closed Date 09/16/2014	Spill Number 0810935, Spill Date 12/31/2008, 21 FLOWER AVE, #2 fuel oil, unknown amount, Closed Date 04/07/2009	Spill Number 0403747, Spill Date 07/08/2004, 1 POINT STREET, #6 fuel oil, unknown amount, Closed Date 04/14/2006
	Spill Number 2004618, Spill Date 08/20/2020, 68 COLONIAL AVE, #2 fuel oil, unknown amount, Closed Date 08/25/2020	Spill Number 1801534, Spill Date 05/10/2018, 15 MINTURN STREET, #2 fuel oil, unknown amount, Closed Date 04/07/2009	Spill Number 0605210, Spill Date 08/04/2006, 1 POINT STREET, unknown petroleum, unknown amount, Closed Date 06/16/2009

Yonkers Sewer System Rehabilitation – Stabilization of the North Yonkers Trunk Sewer

Potential Contamination History (FEAF Question E.h.iv)

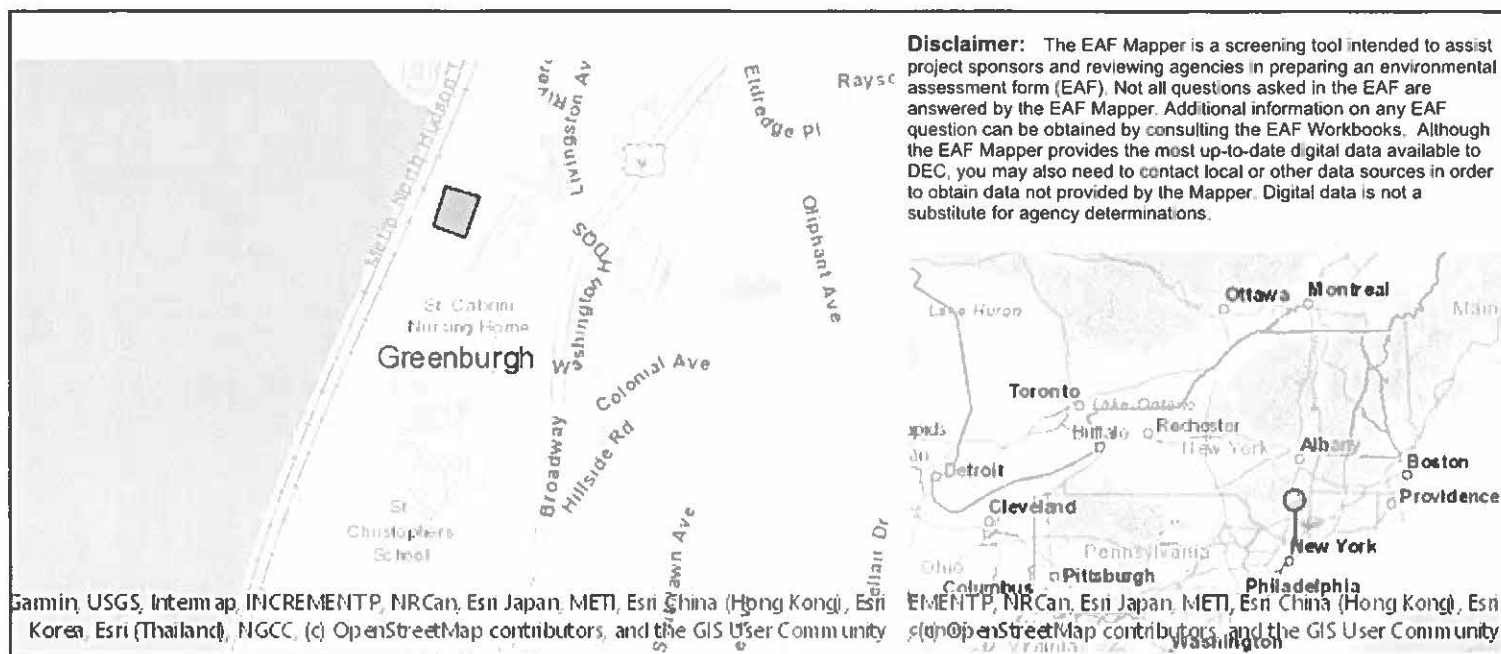
Site Code	Site and Remediation Description
V00628	Site Name: Dobbs Ferry Waterfront Park. Nature and Extent of Contamination: The Site remediation was substantially completed in 2009. Remediation consisted of the placement of a site/landfill cover. The FER, SMP and deed restriction were completed in March 2018. The release letter was provided to the Village of Dobbs Ferry in May 2018. The site is a properly closed landfill.
546031	Site Name: Hudson River PCB Sediments. Site Location: This National Priorities List site includes the nearly 200-mile stretch of the Hudson River that extends from Hudson Falls in Washington County to the Battery in New York City. The river is part of the Champlain Canal between Fort Edward and Waterford. EPA is the lead agency for the investigation and cleanup of the site. Site Features: The site includes the main stem of the Hudson River, as well as the associated flood plains, river banks, riverine fringing wetlands, and backwater areas.
360015	Site Name: Tappan Terminal - Eastern Portion. Location: The site is located on approximately 6.33 acres along the Hastings-on-Hudson waterfront, separated from the village commercial district by railroad tracks. The site is bounded on the south by the Hudson River, on the west by the ExxonMobil property (360015A) and to the north by the Harbor at Hastings site (360022). Site Features: The site comprises the former Uhlich Color Company. The site is vegetated with a soil cover system which overlay asphalt and there are concrete building foundations in some areas.
360015A	Site Name: Tappan Terminal - Western Portion. Location: The site is located on approximately 8.088 acres along the Hastings-on-Hudson waterfront, separated from the village commercial district by the Uhlich Color Corporation property (Tappan Terminal-Eastern Portion 360015) and railroad tracks. The site is bounded on the south and west by the Hudson River and to the north by the Harbor at Hastings site. Site Features: The site comprises the former Mobil Oil terminal. Most of the site is covered with two feet of soil which is vegetated. Currently, there is one vacant building, Pioneer Boat Club, which was historically used as a marina. The shoreline consists of areas of loosely-placed rip rap
B00200	Site Name: Glenwood Power Station. Location: The site is located in the City of Yonkers, Westchester County, on the eastern shore of the Hudson River, west of the Glenwood Metro North Railroad station, south of JFK Marina Park, and north of the BICC Cables Corporation BCP Site (Site #360051). The property consists of approximately 4.3 acres of upland and underwater property, while the BCP site consists of the upland portion, which is 1.9248 acres in size. The BCP site is a portion of the tax parcel 2-2635-1. Site Features: The site contains two three-story brick buildings connected by a second floor metal grate walkway. These buildings consist of an approximately 250 x 165 foot building partially built on piers in the river, where the power generation took place, and an approximately 45 x 255 foot building. A dirt-covered courtyard separates the two buildings. A grass covered area and a small one-story vacant wooden building is located on the southeast portion of the property. Old railroad tracks run north/south along the eastern portion of the property. The southern portion of the site's shoreline contains a stone revetment.
360051	Site Name: BICC Cables. Location: The BICC Cables site is located at 1 Point Street in Yonkers, New York in an urban industrial area adjacent to the Hudson River. Site Features: The site is 15.97 acres of upland and 5.24 acres of land under water resulting in an Environmental Easement acreage of 21.21 acres. The site at one time contained 360,000 sq. ft. of warehouse/office space structures. The former EPRI Building is the only remaining structure. The balance of the site is open or paved/unpaved lots and is predominantly flat with commercial properties on all sides. All remedial elements required by the 2005 OU1 ROD, 2014 OU1 Amended ROD and the 2014 ROD were completed at the site by August 10, 2016. Remedial actions have successfully achieved soil cleanup objectives (SCOs) for restricted use. All contaminated buildings and associated substructures, process oil tanks and fuel oil tanks, river sediments (except those encapsulated under OU2 – Area 2B) and on-site soils were removed and transported off-site for proper treatment or disposal. Contamination remaining in Area 2B beneath the EPRI Building has been encapsulated pursuant to the 2014 OU2 ROD. An environmental easement limits the future use of property, restricts the use of groundwater and requires compliance with the SMP

C360190	<p>Site Name: Former Excelsior Bag Site. Location: The Former Excelsior Bag site is a 5.4 acres site located along the Hudson River waterfront in the City of Yonkers. The site is bounded to the north by the BICC Cables Site (New York State Brownfield Cleanup Program, BCP Site No. C360051), to the east by Alexander Avenue which borders a Metropolitan Transit Authority (MTA) bus depot, to the south by the PolyChrome West BCP site (BCP Site No. C360099), and to the west by the Hudson River. Site Features: The site consists of an approximately 243,952-square foot vacant property with concrete/asphalt paved surfaces, a vegetated area of approximately 100 square feet at the northern boundary, and revetment stone along the western boundary adjacent to the Hudson River.</p>
C360150	<p>Site Name: Cottage Place Gardens Phase 3. Location: The site is located in an urban area in Yonkers, Westchester County and consists of two non-contiguous parcels of land totaling 1.833 acres referred to as Phase 3A and Phase 3B. The Phase 3A parcel occupies a portion of 10 Willow Place and is bordered by the rest of 10 Willow Place to the north, 188 Warburton Avenue (BCP Site #C360138) to the west and other lands of Cottage Place Gardens to the east and south (BCP Sites #C360160 and #C360161). The Phase 3B parcel occupies the southwestern corner of the intersection of Warburton Avenue and Lamartine Avenue. Site Features: The Phase 3A parcel was previously occupied by three multi-story residential apartment buildings (Buildings 3, 6 and 7). Following demolition of the buildings and remediation of the soils, two new multi-story buildings were constructed containing 22 residential units each. The Phase 3B parcel was previously a residential townhouse complex. Following demolition of the that building and remediation of the soils, two new multi-story buildings were constructed, containing a total of 26 units. In areas not covered by the building footprints, landscaped areas and asphalt parking lots were installed. Remediation at the site is complete. Prior to remediation, the primary contaminants of concern were SVOCs (PAHs) and metals in both soil and groundwater. Remedial actions have successfully achieved soil cleanup objectives for unrestricted use.</p>
C360100	<p>Site Name: Former Glenwood Power Plant. See B00200</p>



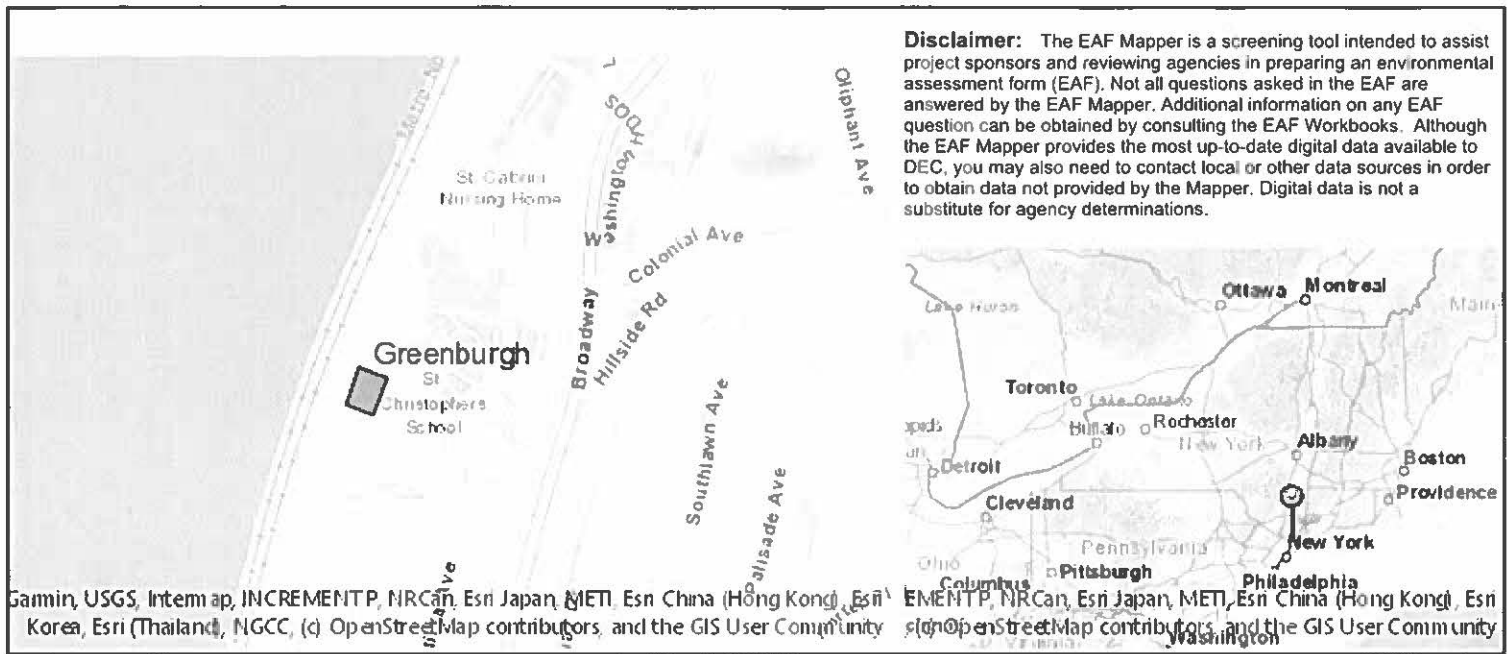
B.i.i [Coastal or Waterfront Area]	Yes
B.i.ii [Local Waterfront Revitalization Area]	Yes
C.2.b. [Special Planning District]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	Yes
E.1.h.iii [Within 2,000' of DEC Remediation Site - DEC ID]	V00628, 546031
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	No
E.2.h.ii [Surface Water Features]	Yes
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	No
E.2.k. [500 Year Floodplain]	Yes
E.2.l. [Aquifers]	Yes
E.2.l. [Aquifer Names]	Principal Aquifer
E.2.n. [Natural Communities]	No

E.2.b. [Endangered or Threatened Species]	Yes
E.2.o. [Endangered or Threatened Species - Name]	Atlantic Sturgeon, Shortnose Sturgeon
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	Yes
E.3.d [Critical Environmental Area - Name]	Hudson River
E.3.d.ii [Critical Environmental Area - Reason]	Exceptional or unique character
E.3.d.iii [Critical Environmental Area – Date and Agency]	Agency:Westchester County, Date:1-31-90
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No



B.1.i [Coastal or Waterfront Area]	Yes
B.1.ii [Local Waterfront Revitalization Area]	Yes
C.2.b. [Special Planning District]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	Yes
E.1.h.iii [Within 2,000' of DEC Remediation Site - DEC ID]	546031
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	No
E.2.h.ii [Surface Water Features]	Yes
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	No
E.2.k. [500 Year Floodplain]	No
E.2.l. [Aquifers]	No
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	Yes

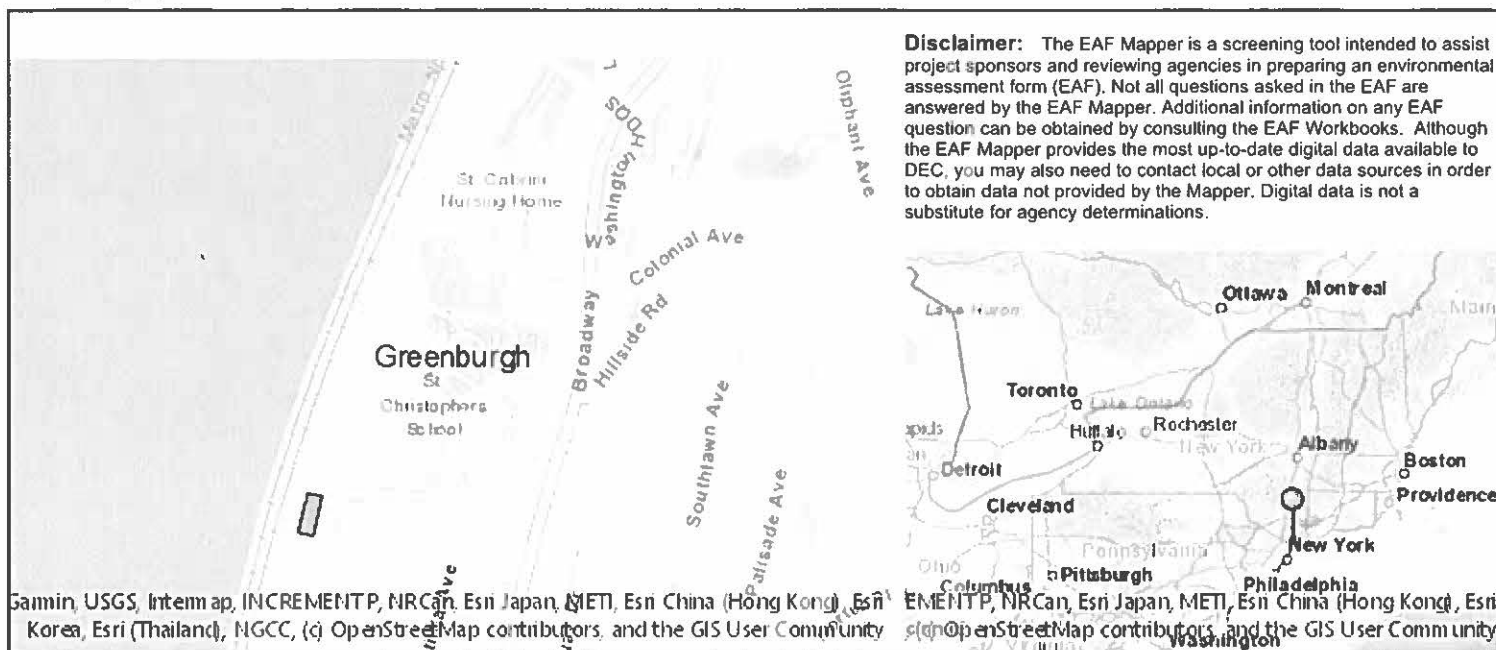
E.2.b. [Endangered or Threatened Species Name]	Atlantic Sturgeon, Shortnose Sturgeon
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	Yes
E.3.d [Critical Environmental Area - Name]	Hudson River
E.3.d.ii [Critical Environmental Area - Reason]	Exceptional or unique character
E.3.d.iii [Critical Environmental Area – Date and Agency]	Agency:Westchester County, Date:1-31-90
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Yes - Digital mapping data for archaeological site boundaries are not available. Refer to EAF Workbook.
E.3.e.ii [National or State Register of Historic Places or State Eligible Sites - Name]	Hyatt-Livingston House
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No



Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

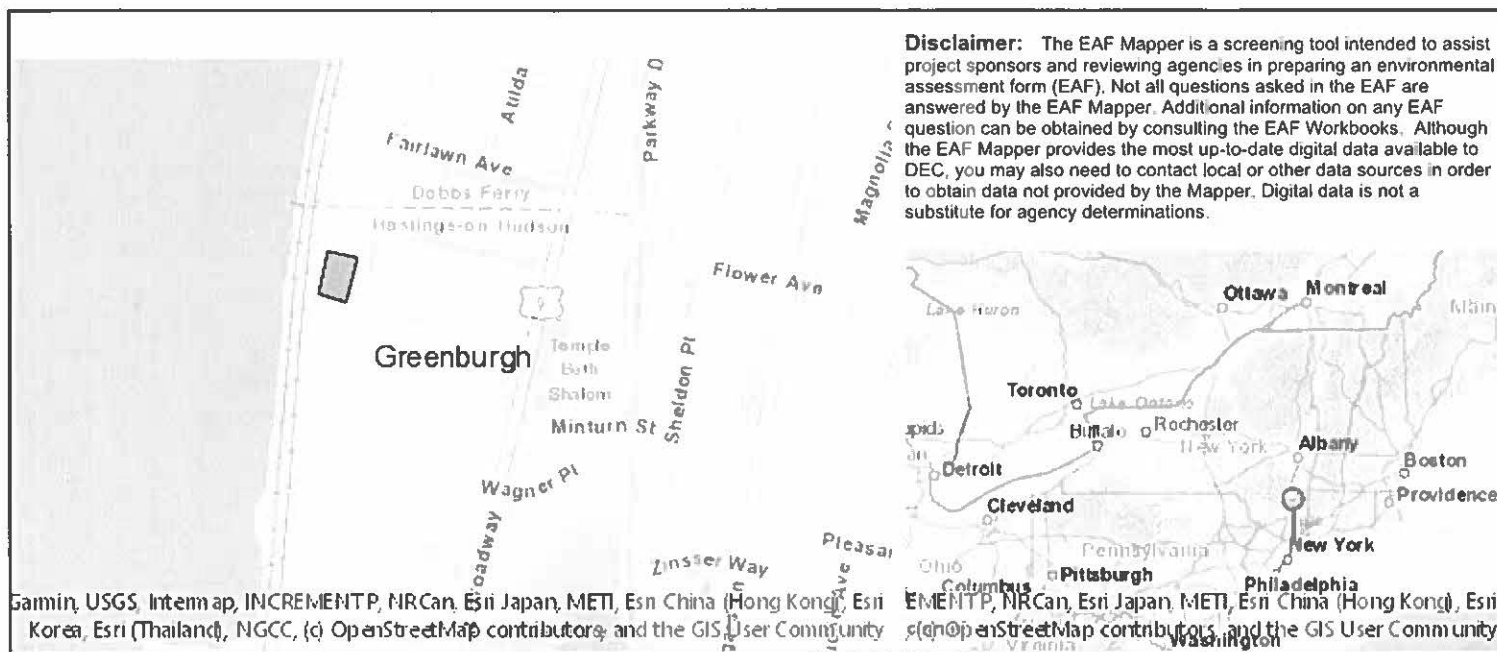
B.i.i [Coastal or Waterfront Area]	Yes
B.i.ii [Local Waterfront Revitalization Area]	Yes
C.2.b. [Special Planning District]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	Yes
E.1.h.iii [Within 2,000' of DEC Remediation Site - DEC ID]	546031
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	No
E.2.h.ii [Surface Water Features]	Yes
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	No
E.2.k. [500 Year Floodplain]	No
E.2.l. [Aquifers]	No
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	Yes

E.2.b. [Endangered or Threatened Species Name]	Atlantic Sturgeon, Shortnose Sturgeon
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	Yes
E.3.d [Critical Environmental Area - Name]	Hudson River
E.3.d.ii [Critical Environmental Area - Reason]	Exceptional or unique character
E.3.d.iii [Critical Environmental Area – Date and Agency]	Agency:Westchester County, Date:1-31-90
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Yes - Digital mapping data for archaeological site boundaries are not available. Refer to EAF Workbook.
E.3.e.ii [National or State Register of Historic Places or State Eligible Sites - Name]	Eligible property:ST. CHRISTOPHERS UNION FREE SCHOOL COMPLEX
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No



B.1.i [Coastal or Waterfront Area]	Yes
B.1.ii [Local Waterfront Revitalization Area]	Yes
C.2.b. [Special Planning District]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	Yes
E.1.h.iii [Within 2,000' of DEC Remediation Site - DEC ID]	546031
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	No
E.2.h.ii [Surface Water Features]	Yes
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	No
E.2.k. [500 Year Floodplain]	No
E.2.l. [Aquifers]	No
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	Yes

E.2.b. [Endangered or Threatened Species Name]	Atlantic Sturgeon, Shortnose Sturgeon
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	Yes
E.3.d [Critical Environmental Area - Name]	Hudson River
E.3.d.ii [Critical Environmental Area - Reason]	Exceptional or unique character
E.3.d.iii [Critical Environmental Area – Date and Agency]	Agency:Westchester County, Date:1-31-90
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Yes - Digital mapping data for archaeological site boundaries are not available. Refer to EAF Workbook.
E.3.e.ii [National or State Register of Historic Places or State Eligible Sites - Name]	Eligible property:ST. CHRISTOPHERS UNION FREE SCHOOL COMPLEX
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No



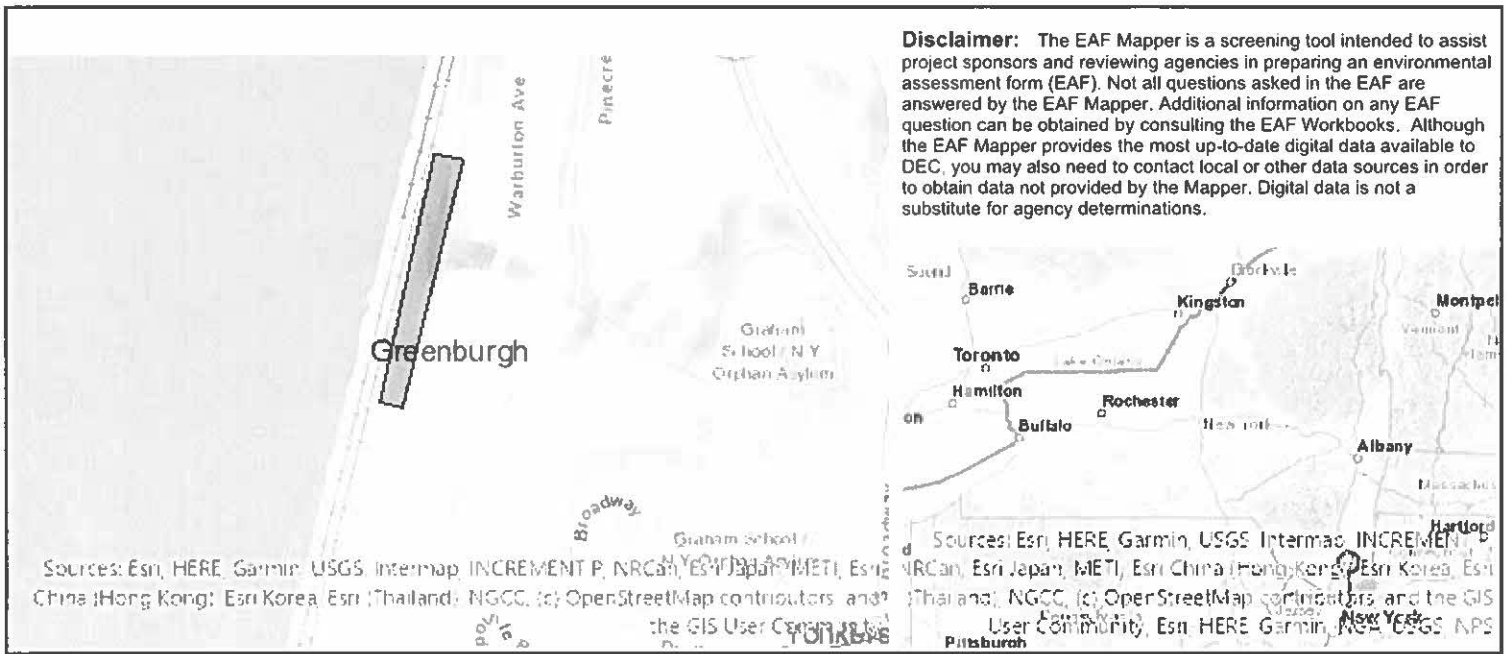
B.i.i [Coastal or Waterfront Area]	Yes
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	Yes
E.1.h.iii [Within 2,000' of DEC Remediation Site - DEC ID]	546031
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	No
E.2.h.ii [Surface Water Features]	Yes
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	No
E.2.k. [500 Year Floodplain]	No
E.2.l. [Aquifers]	No
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	Yes

E.2.f. [Endangered or Threatened Species Name]	Atlantic Sturgeon, Shortnose Sturgeon
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	Yes
E.3.d [Critical Environmental Area - Name]	Hudson River
E.3.d.ii [Critical Environmental Area - Reason]	Exceptional or unique character
E.3.d.iii [Critical Environmental Area – Date and Agency]	Agency:Westchester County, Date:1-31-90
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No

EAF Mapper Summary Report

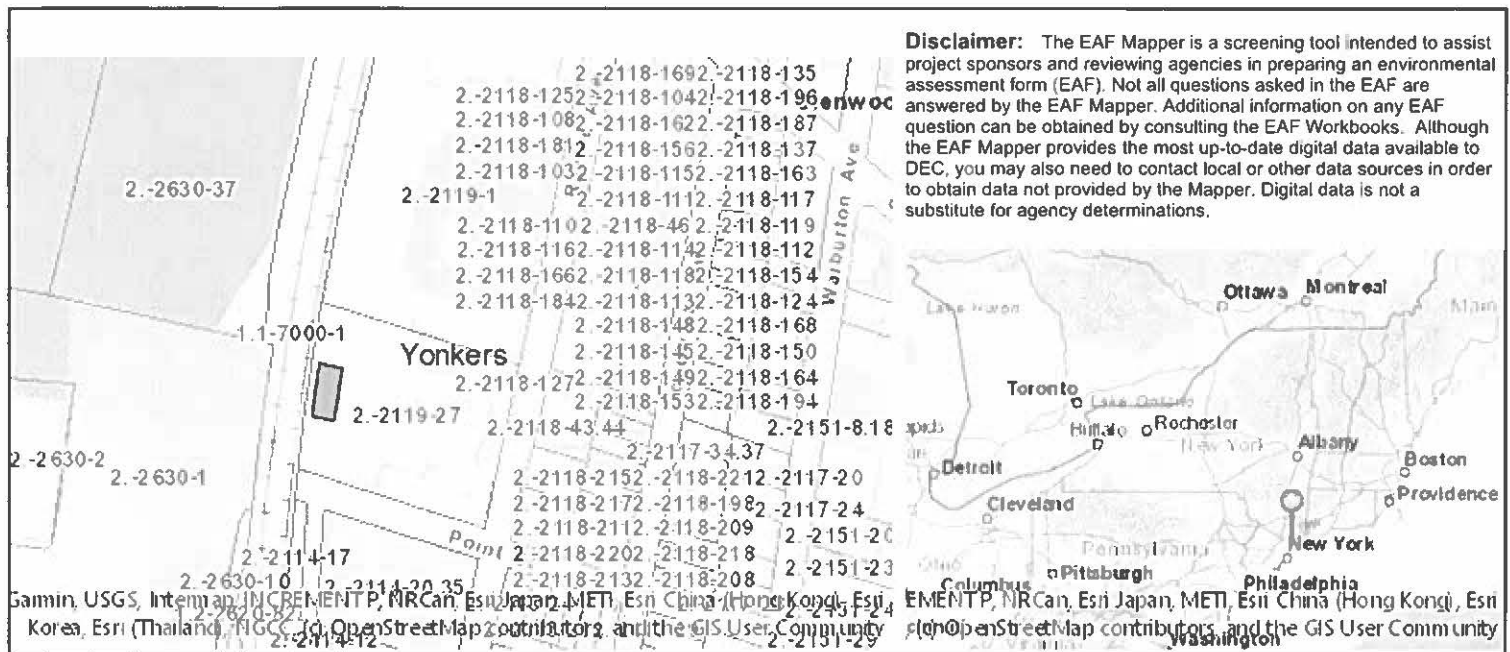
Area 5

Friday, July 12, 2024 1:32 PM
(Location adjustment correction)



B.1.i [Coastal or Waterfront Area]	Yes
B.1.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	Yes
E.1.h.iii [Within 2,000' of DEC Remediation Site - DEC ID]	360015, 360015A, 546031
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	No
E.2.h.ii [Surface Water Features]	Yes
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	Yes
E.2.k. [500 Year Floodplain]	Yes
E.2.l. [Aquifers]	No
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	Yes

E.2.b. [Endangered or Threatened Species - Name]	Atlantic Sturgeon, Shortnose Sturgeon
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	Yes
E.3.d [Critical Environmental Area - Name]	Hudson River, County & State Park Lands
E.3.d.ii [Critical Environmental Area - Reason]	Exceptional or unique character
E.3.d.iii [Critical Environmental Area – Date and Agency]	Agency:Westchester County, Date:1-31-90
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Yes - Digital mapping data for archaeological site boundaries are not available. Refer to EAF Workbook.
E.3.e.ii [National or State Register of Historic Places or State Eligible Sites - Name]	Old Croton Aqueduct
E.3.f. [Archeological Sites]	No
E.3.i. [Designated River Corridor]	No



B.1.i [Coastal or Waterfront Area]	Yes
B.1.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	Yes
E.1.h.iii [Within 2,000' of DEC Remediation Site - DEC ID]	B00200, 360051, C360190, C360227, C360051, C360150, C360100, 546031
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	No
E.2.h.ii [Surface Water Features]	Yes
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	No
E.2.k. [500 Year Floodplain]	No
E.2.l. [Aquifers]	No
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	Yes

E.2.f. [Endangered or Threatened Species Name]	Atlantic Sturgeon, Shortnose Sturgeon
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	Yes
E.3.d [Critical Environmental Area - Name]	Hudson River
E.3.d.ii [Critical Environmental Area - Reason]	Exceptional or unique character
E.3.d.iii [Critical Environmental Area – Date and Agency]	Agency:Westchester County, Date:1-31-90
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.3.f. [Archeological Sites]	No
E.3.i. [Designated River Corridor]	No



Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.



B.i.i [Coastal or Waterfront Area]	Yes
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	Yes
E.1.h.iii [Within 2,000' of DEC Remediation Site - DEC ID]	B00200, 360051, C360227, C360051, C360100, 546031
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	No
E.2.h.ii [Surface Water Features]	Yes
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	No
E.2.k. [500 Year Floodplain]	No
E.2.l. [Aquifers]	No
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	Yes

E.2.b. [Endangered or Threatened Species Name]	Atlantic Sturgeon, Shortnose Sturgeon
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	Yes
E.3.d [Critical Environmental Area - Name]	Hudson River
E.3.d.ii [Critical Environmental Area - Reason]	Exceptional or unique character
E.3.d.iii [Critical Environmental Area – Date and Agency]	Agency:Westchester County, Date:1-31-90
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Yes - Digital mapping data for archaeological site boundaries are not available. Refer to EAF Workbook.
E.3.e.ii [National or State Register of Historic Places or State Eligible Sites - Name]	Trevor, John Bond, House, New York Central & Hudson River Railroad Power Station
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No

Full Environmental Assessment Form
Part 2 - Identification of Potential Project Impacts

Agency Use Only (If applicable)
 Project : N. Yonkers Trunk Sewer (SY085)
 Date : September 2024

Part 2 is to be completed by the lead agency. Part 2 is designed to help the lead agency inventory all potential resources that could be affected by a proposed project or action. We recognize that the lead agency's reviewer(s) will not necessarily be environmental professionals. So, the questions are designed to walk a reviewer through the assessment process by providing a series of questions that can be answered using the information found in Part 1. To further assist the lead agency in completing Part 2, the form identifies the most relevant questions in Part 1 that will provide the information needed to answer the Part 2 question. When Part 2 is completed, the lead agency will have identified the relevant environmental areas that may be impacted by the proposed activity.

If the lead agency is a state agency **and** the action is in any Coastal Area, complete the Coastal Assessment Form before proceeding with this assessment.

Tips for completing Part 2:

- Review all of the information provided in Part 1.
- Review any application, maps, supporting materials and the Full EAF Workbook.
- Answer each of the 18 questions in Part 2.
- If you answer "Yes" to a numbered question, please complete all the questions that follow in that section.
- If you answer "No" to a numbered question, move on to the next numbered question.
- Check appropriate column to indicate the anticipated size of the impact.
- Proposed projects that would exceed a numeric threshold contained in a question should result in the reviewing agency checking the box "Moderate to large impact may occur."
- The reviewer is not expected to be an expert in environmental analysis.
- If you are not sure or undecided about the size of an impact, it may help to review the sub-questions for the general question and consult the workbook.
- When answering a question consider all components of the proposed activity, that is, the "whole action".
- Consider the possibility for long-term and cumulative impacts as well as direct impacts.
- Answer the question in a reasonable manner considering the scale and context of the project.

1. Impact on Land Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (Sec Part 1. D.1) <i>If "Yes", answer questions a - j. If "No", move on to Section 2.</i>			
		<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may involve construction on land where depth to water table is less than 3 feet.	E2d	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	D1e	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).	D2e, D2q	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

2. Impact on Geological Features

The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g)

☒ NO☐ YES

If "Yes", answer questions a - c. If "No", move on to Section 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Identify the specific land form(s) attached: _____	E2g	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____	E3c	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

3. Impacts on Surface Water

The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h)

☐ NO☒ YES

If "Yes", answer questions a - i. If "No", move on to Section 4.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may create a new water body.	D2b, D1h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in an increase or decrease of over 10% or more than a 10 acre increase or decrease in the surface area of any body of water.	D2b	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.	E2h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).	D2d	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.	D2e	<input checked="" type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.	E2h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may involve the application of pesticides or herbicides in or around any water body.	D2q, E2h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.	D1a, D2d	<input checked="" type="checkbox"/>	<input type="checkbox"/>

1. Other impacts: <u>Some work will be conducted within Rowley's Brook to stabilize two manholes.</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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4. Impact on groundwater The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer. (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t) <i>If "Yes", answer questions a - h. If "No", move on to Section 5.</i>			
		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.	D2c	<input type="checkbox"/>	<input type="checkbox"/>
b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer. Cite Source: _____	D2c	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated.	D2c, E1f, E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E2l	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources.	E2h, D2q, E2l, D2c	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

5. Impact on Flooding The proposed action may result in development on lands subject to flooding. (See Part 1. E.2) <i>If "Yes", answer questions a - g. If "No", move on to Section 6.</i>			
		<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in development in a designated floodway.	E2i	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in development within a 100 year floodplain.	E2j	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in development within a 500 year floodplain.	E2k	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	E1e	<input checked="" type="checkbox"/>	<input type="checkbox"/>

g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
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6. Impacts on Air The proposed action may include a state regulated air emission source. (See Part 1. D.2.f., D.2.h, D.2.g) <i>If "Yes", answer questions a - f. If "No", move on to Section 7.</i>			
		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels:			
i. More than 1000 tons/year of carbon dioxide (CO ₂)	D2g	<input type="checkbox"/>	<input type="checkbox"/>
ii. More than 3.5 tons/year of nitrous oxide (N ₂ O)	D2g	<input type="checkbox"/>	<input type="checkbox"/>
iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs)	D2g	<input type="checkbox"/>	<input type="checkbox"/>
iv. More than .045 tons/year of sulfur hexafluoride (SF ₆)	D2g	<input type="checkbox"/>	<input type="checkbox"/>
v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions	D2g	<input type="checkbox"/>	<input type="checkbox"/>
vi. 43 tons/year or more of methane	D2h	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour.	D2f, D2g	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may reach 50% of any of the thresholds in "a" through "c", above.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

7. Impact on Plants and Animals The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. m.-q.) <i>If "Yes", answer questions a - j. If "No", move on to Section 8.</i>			
		<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2o	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government.	E2o	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may cause reduction in population, or loss of individuals, of any species of special concern or conservation need, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2p	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in a reduction or degradation of any habitat used by any species of special concern and conservation need, as listed by New York State or the Federal government.	E2p	<input checked="" type="checkbox"/>	<input type="checkbox"/>

e. The proposed action may diminish the capacity of a registered National Natural Landmark to support the biological community it was established to protect.	E3c	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community. Source: _____	E2n	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may substantially interfere with nesting/breeding, foraging, or over-wintering habitat for the predominant species that occupy or use the project site.	E2m	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. The proposed action requires the conversion of more than 10 acres of forest, grassland or any other regionally or locally important habitat. Habitat type & information source: _____	E1b	<input checked="" type="checkbox"/>	<input type="checkbox"/>
i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.	D2q	<input checked="" type="checkbox"/>	<input type="checkbox"/>
j. Other impacts: <u>Removal of all trees within the sewer easement to protect the infrastructure.</u> <u>Additional trees will need to be removed to provide construction access.</u>		<input type="checkbox"/>	<input checked="" type="checkbox"/>

8. Impact on Agricultural Resources The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.) <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES <i>If "Yes", answer questions a - h. If "No", move on to Section 9.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.	E2c, E3b	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).	E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.	E3b	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District.	E1b, E3a	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may disrupt or prevent installation of an agricultural land management system.	E1 a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.	C2c, C3, D2c, D2d	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.	C2c	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

9. Impact on Aesthetic Resources The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part 1. E.1.a, E.1.b, E.3.h.) <i>If "Yes", answer questions a - g. If "No", go to Section 10.</i>			
		<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource.	E3h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	E3h, C2b	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may be visible from publicly accessible vantage points: i. Seasonally (e.g., screened by summer foliage, but visible during other seasons) ii. Year round	E3h	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
d. The situation or activity in which viewers are engaged while viewing the proposed action is: i. Routine travel by residents, including travel to and from work ii. Recreational or tourism based activities	E3h E2q, E1c	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	E3h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. There are similar projects visible within the following distance of the proposed project: 0-1/2 mile 1/2 -3 mile 3-5 mile 5+ mile	D1a, E1a, D1f, D1g	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. Other impacts: <u>Small sections of rock gabions will be visible from the Hudson River.</u>		<input checked="" type="checkbox"/>	<input type="checkbox"/>

10. Impact on Historic and Archeological Resources The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.) <i>If "Yes", answer questions a - e. If "No", go to Section 11.</i>			
		<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on or has been nominated by the NYS Board of Historic Preservation for inclusion on the State or National Register of Historic Places.	E3e	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.	E3f	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory. Source: _____	E3g	<input checked="" type="checkbox"/>	<input type="checkbox"/>

d. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>
If any of the above (a-d) are answered "Moderate to large impact may occur", continue with the following questions to help support conclusions in Part 3:			
i. The proposed action may result in the destruction or alteration of all or part of the site or property.	E3e, E3g, E3f	<input type="checkbox"/>	<input type="checkbox"/>
ii. The proposed action may result in the alteration of the property's setting or integrity.	E3e, E3f, E3g, E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property, or may alter its setting.	E3e, E3f, E3g, E3h, C2, C3	<input type="checkbox"/>	<input type="checkbox"/>

11. Impact on Open Space and Recreation The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan. (See Part 1. C.2.c, E.1.c., E.2.q.) If "Yes", answer questions a - e. If "No", go to Section 12.			
		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in an impairment of natural functions, or "ecosystem services", provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat.	D2e, E1b E2h, E2m, E2o, E2n, E2p	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c E1c, E2q	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c	<input type="checkbox"/>	<input type="checkbox"/>
e. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

12. Impact on Critical Environmental Areas The proposed action may be located within or adjacent to a critical environmental area (CEA). (Sec Part 1. E.3.d) If "Yes", answer questions a - c. If "No", go to Section 13.			
		<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

13. Impact on Transportation

The proposed action may result in a change to existing transportation systems.

☒ NO☐ YES

(See Part 1. D.2.j)

If "Yes", answer questions a - f. If "No", go to Section 14.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Projected traffic increase may exceed capacity of existing road network.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action will degrade existing transit access.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

14. Impact on Energy

The proposed action may cause an increase in the use of any form of energy.

☒ NO☐ YES

(See Part 1. D.2.k)

If "Yes", answer questions a - e. If "No", go to Section 15.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action will require a new, or an upgrade to an existing, substation.	D2k	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use.	D1f, D1q, D2k	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.	D2k	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.	D1g	<input type="checkbox"/>	<input type="checkbox"/>
e. Other Impacts: _____			

15. Impact on Noise, Odor, and Light

The proposed action may result in an increase in noise, odors, or outdoor lighting.

☒ NO☐ YES

(See Part 1. D.2.m., n., and o.)

If "Yes", answer questions a - f. If "No", go to Section 16.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may produce sound above noise levels established by local regulation.	D2m	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in blasting within 1,500 feet of any residence, hospital, school, licensed day care center, or nursing home.	D2m, E1d	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in routine odors for more than one hour per day.	D2o	<input type="checkbox"/>	<input type="checkbox"/>

d. The proposed action may result in light shining onto adjoining properties.	D2n	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

16. Impact on Human Health

The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part I.D.2.q., E.1. d. f. g. and h.)

☒ NO

☐ YES

If "Yes", answer questions a - m. If "No", go to Section 17.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.	E1d	<input type="checkbox"/>	<input type="checkbox"/>
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement or deed restriction).	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may affect institutional control measures that were put in place to ensure that the site remains protective of the environment and human health.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action has adequate control measures in place to ensure that future generation, treatment and/or disposal of hazardous wastes will be protective of the environment and human health.	D2t	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f	<input type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s	<input type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste.	E1f, E1g E1h	<input type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.	E1f, E1g	<input type="checkbox"/>	<input type="checkbox"/>
l. The proposed action may result in the release of contaminated leachate from the project site.	D2s, E1f, D2r	<input type="checkbox"/>	<input type="checkbox"/>
m. Other impacts: _____ _____			

17. Consistency with Community Plans

The proposed action is not consistent with adopted land use plans.
(See Part 1. C.1, C.2. and C.3.)

☒ NO☐ YES

If "Yes", answer questions a - h. If "No", go to Section 18.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action's land use components may be different from, or in sharp contrast to, current surrounding land use pattern(s).	C2, C3, D1a E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will cause the permanent population of the city, town or village in which the project is located to grow by more than 5%.	C2	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action is inconsistent with local land use plans or zoning regulations.	C2, C2, C3	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action is inconsistent with any County plans, or other regional land use plans.	C2, C2	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure.	C3, D1c, D1d, D1f, D1d, E1b	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action is located in an area characterized by low density development that will require new or expanded public infrastructure.	C4, D2c, D2d D2j	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)	C2a	<input type="checkbox"/>	<input type="checkbox"/>
h. Other: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

18. Consistency with Community Character

The proposed project is inconsistent with the existing community character.
(See Part 1. C.2, C.3, D.2, E.3)

☒ NO☐ YES

If "Yes", answer questions a - g. If "No", proceed to Part 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may replace or eliminate existing facilities, structures, or areas of historic importance to the community.	E3e, E3f, E3g	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may create a demand for additional community services (e.g. schools, police and fire)	C4	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may displace affordable or low-income housing in an area where there is a shortage of such housing.	C2, C3, D1f D1g, E1a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources.	C2, E3	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action is inconsistent with the predominant architectural scale and character.	C2, C3	<input type="checkbox"/>	<input type="checkbox"/>
f. Proposed action is inconsistent with the character of the existing natural landscape.	C2, C3 E1a, E1b E2g, E2h	<input type="checkbox"/>	<input type="checkbox"/>
g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

Full Environmental Assessment Form
Part 3 - Evaluation of the Magnitude and Importance of Project Impacts
and
Determination of Significance

Part 3 provides the reasons in support of the determination of significance. The lead agency must complete Part 3 for every question in Part 2 where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.

Based on the analysis in Part 3, the lead agency must decide whether to require an environmental impact statement to further assess the proposed action or whether available information is sufficient for the lead agency to conclude that the proposed action will not have a significant adverse environmental impact. By completing the certification on the next page, the lead agency can complete its determination of significance.

Reasons Supporting This Determination:

To complete this section:

- Identify the impact based on the Part 2 responses and describe its magnitude. Magnitude considers factors such as severity, size or extent of an impact.
- Assess the importance of the impact. Importance relates to the geographic scope, duration, probability of the impact occurring, number of people affected by the impact and any additional environmental consequences if the impact were to occur.
- The assessment should take into consideration any design element or project changes.
- Repeat this process for each Part 2 question where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.
- Provide the reason(s) why the impact may, or will not, result in a significant adverse environmental impact
- For Conditional Negative Declarations identify the specific condition(s) imposed that will modify the proposed action so that no significant adverse environmental impacts will result.
- Attach additional sheets, as needed.

See attachment.

Determination of Significance - Type 1 and Unlisted Actions

SEQR Status: ☒ Type 1 ☐ Unlisted

Identify portions of EAF completed for this Project: ☒ Part 1 ☒ Part 2 ☒ Part 3

Upon review of the information recorded on this EAF, as noted, plus this additional support information

and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the
County of Westchester, acting by and through its Board of Legislators, _____ as lead agency that:

☒ A. This project will result in no significant adverse impacts on the environment, and, therefore, an environmental impact statement need not be prepared. Accordingly, this negative declaration is issued.

☐ B. Although this project could have a significant adverse impact on the environment, that impact will be avoided or substantially mitigated because of the following conditions which will be required by the lead agency:

There will, therefore, be no significant adverse impacts from the project as conditioned, and, therefore, this conditioned negative declaration is issued. A conditioned negative declaration may be used only for UNLISTED actions (see 6 NYCRR 617.d).

☐ C. This Project may result in one or more significant adverse impacts on the environment, and an environmental impact statement must be prepared to further assess the impact(s) and possible mitigation and to explore alternatives to avoid or reduce those impacts. Accordingly, this positive declaration is issued.

Name of Action: Stabilization of the North Yonkers Trunk Sewer (SY085)

Name of Lead Agency: County of Westchester

Name of Responsible Officer in Lead Agency: Malika Vanderberg

Title of Responsible Officer: Clerk & Chief Administrative Officer of the Board of Legislators

Signature of Responsible Officer in Lead Agency:

Date:

Signature of Preparer (if different from Responsible Officer):

Dark Kuisge

Date:

9/27/2024

For Further Information:

Contact Person: David S. Kvinge, Assistant Commissioner

Address: 148 Martine Avenue, Room 432, White Plains, NY 10601

Telephone Number: 914-995-2089

E-mail: dsk2@westchestercountyny.gov

For Type 1 Actions and Conditioned Negative Declarations, a copy of this Notice is sent to:

Chief Executive Officer of the political subdivision in which the action will be principally located (e.g., Town / City / Village of)

Other involved agencies (if any)

Applicant (if any)

Environmental Notice Bulletin: <http://www.dec.ny.gov/enb/enb.html>

**YONKERS SEWER SYSTEM REHABILITATION (SY085)
STABILIZATION OF THE NORTH YONKERS TRUNK SEWER
EAF Part 3**

Impact on Land

The existing trunk sewer runs along the east side of the Hudson line of the Metro-North Railroad. Much of the territory is heavily sloped. The route of the +/-85-year old pipeline has exhibited slope failure in multiple locations over the past number of years, necessitating emergency repairs. This project is intended to stabilize and maintain the integrity of the pipeline through grading restoration, the placement of filter fabric and rip rap, and the installation of rock-filled gabions in areas subject to severe erosion. In some cases, the stabilization work will need to extend beyond the existing easement area, which will require an expansion of the permanent easement area by approximately 0.7563 acres divided amongst the separate project areas, with the largest easement addition will occur in Area 2 and will be less than a quarter of an acre. Overall work area will total less than 1 acre. There will be no impact associated with Area 8 which is underneath the platform of Metro-North's Glenwood Avenue Railroad Station.

Additionally, trees that have grown up over the sewer line must be removed in order to prevent damage associated with tree roots and potential tree-toppling which could rupture the sewer pipe. All of the trees within the existing and proposed permanent easement area will be removed, which is estimated to consist of approximately 160 trees, ranging in size from 6 inches in diameter at breast height (DBH) to over 30 inches DBH. These removals will be spread out over the multiple project locations and, in most cases, the impact will be minimized by the presence of trees both above and below the easements. Areas within the existing or proposed easement property not covered by rip-rap or gabions will be stabilized using permanent turf reinforcement mats.

Access to the project sites will require disturbance over public and private properties. Most of these properties are developed to some extent so just short distances (approximately 100 feet or less) of undeveloped forested land will need to be disturbed to reach some of the project sites. The haul road will be approximately 15 feet wide. The contractor will be instructed to choose a path that will minimize tree impacts, but additional tree removal is expected. These properties will be restored to pre-existing condition to the satisfaction of the respective property owner. Use of a local trailway to access the project sites in Area 5 will help minimize impacts. Restoration of the trailway following completion of the work in Area 5 will benefit the public by improving existing conditions. Biodegradable mats will be used to minimize erosion where needed in the areas of temporary disturbance.

Overall, the project will not have a substantial impact on land as it does not change land use. Land alterations are for the express purpose of stabilizing areas of slope that are failing and maintaining the integrity of the existing trunk sewer which serves over 38,000 county residents in the North

Yonkers Sewer District. As required, best management practices in accordance with the *New York State Standards and Specifications for Erosion and Sediment Control*, will be incorporated to minimize impacts during construction, including silt fences or reinforced silt fencing in accordance with the aforementioned standards. Access points and haul roads will incorporate stabilized construction entrances and crushed stone over filter fabric on unpaved surfaces, which will be restored to previous condition following project completion.

Impact on Surface Water

The project will have a direct impact on only one waterbody—an unnamed and unclassified stream in Area 5. The sewer pipe in this area crosses underneath this stream and there are two manholes proximate to the stream, one of which is within the stream corridor, that need to be replaced. The existing manholes have been buried to a degree, are constructed of bricks and have potential to collapse. These manholes will be replaced by taller concrete manholes that will be surrounded at the top by trap rock for protection. Ten linear feet of gabions will also be installed on the north bank to provide additional stabilization. This stream serves a relatively small catchment area and discharges to the Hudson River.

The project areas are separated from the Hudson River by the Metro-North Railroad. As indicated in the first section, slope stabilization is the purpose of the project. Erosion and sediment controls, such as silt fencing and turf reinforcement matting, will prevent downslope impacts during and following construction.

Impact on Flooding

None of the project areas are within a floodway. Only Area 5 is within the 100-year floodplain or 1% annual chance flood hazard area. Areas 1 and 5 are within the 500-year floodplain or 0.2% annual chance flood hazard area. These floodplains are associated with the Hudson River. The proposed sewer stabilization improvements will not be affected by the floodplains. The trap rock and rock gabions that will be added to these locations will restore slopes that have eroded away and will not be within either the 100-year or 500-year floodplains.

Impact on Plants and Animals

The project is adjacent to the Hudson River, which is recognized by the State as a Significant Natural Community. There will be no direct impacts to the river and, as such, no impacts to Atlantic sturgeon nor Shortnose sturgeon, which inhabit the river. Erosion and sediment controls will prevent impacts downslope during construction. The overall stabilization work will benefit the environment by preventing further slope failure and pipe breaks that could leak sewage into the river.

As previously indicated, the project will require the permanent removal of approximately 160 trees within the existing and proposed sewer easement, which is necessary to protect the sewer infrastructure from damage. These sites had already been disturbed/cleared in the past to accommodate the original installation. As the original sewer easement is only 16 feet wide, the majority of these removals will not significantly alter the land from a habitat perspective. It may serve to benefit wildlife that favor woodland edge habitat. The project will adhere to any timing restrictions advised by NYSDEC to minimize impacts to wildlife, such as limiting tree removals from November 1st through March 31st to avoid impacts on potential roosting bats.

Impact on Aesthetic Resources/Open Space & Recreation/Critical Environmental Areas

The project lies in the County-designated Hudson River Shoreline Critical Environmental Area (CEA). The Hudson River is recognized as one of the nation's most important estuaries, renowned for its history and scenery. It is ecologically vital to the marine fishery and is one of New York's most important water recreation assets. Stabilization of the County trunk sewer, which transports approximately 5 million gallons of sewage per day, will serve to protect both the environment as well as the public.

The use of trap rock and rock-filled gabions, where needed to stabilize areas of severe slope erosion potential, may be visible in some locations. The topography, which slopes down from east to west, will limit views from land uses on the east/upland side of the sewer easement, with the exception of Area 7, where the land is more level. Views from the river (west side looking east) will be buffered by trees remaining on the west side of the sewer easement, with the exception of the lower sections of Area 5 and Area 7, where the sewer line runs closer to the railroad and a forested buffer cannot be maintained. The gabion installations will vary in size, but the largest section would be on the order of 30 feet long by 15 feet high. The visual impact of rock placement in these areas would be lessened by the presence of the railroad line and by other buildings and structures in Area 7.

Two of the project areas are on municipal parkland. The sewer easement in Area 1 is located on property owned by the Village of Dobbs Ferry, known as Memorial Field. Access will be through an existing commercial property to the north and will not affect the park. However, the original 16-foot wide easement will need to be expanded to approximately 33 feet for a distance of approximately 115 feet, and the trees within the existing and proposed easement area will need to be removed which will alter the landscape adjacent to the ball field. Area 5 is adjacent to Rowley's Bridge Trail, belonging to the Village of Hastings-on-Hudson, which will be used for access to the project sites in Area 5 and will minimize tree impacts. This will put the trailway out of service for approximately 3 months. Work in this section will be timed to avoid peak use. The trailway will be restored following completion of the project. The only ongoing impact would be a slight expansion of the easement at various points for the stabilization improvements and the

removal of trees within the existing and proposed easement areas, which will modify the surrounding landscape to a degree along portions of the trailway.

Impact on Historic and Archeological Resources

The project sites are not adjacent to several of the historic properties identified by the EAF Mapper program in Part 1 of the EAF, including: the Hyatt Livingston House, which is on the other side of Route 9; the Old Croton Aqueduct/Trailway, which is also further inland and separated from the sewer line easement by intervening land uses; and the John Bond Trevor House, also known as Glenview Mansion, which is located at the north end of the City of Yonkers' Trevor Park.

Area 3A is adjacent to St. Christopher Union Free School Complex, which has been identified by SHPO as eligible for listing and will require access through this property. The access route will be carefully chosen to minimize impacts. There will be no impacts to the existing buildings. Any damaged lawn and vegetation will be replaced and no permanent impact is anticipated.

Rowley's Bridge, a stone arch bridge carrying Warburton Avenue over Rowley's Brook, is approximately 50 feet from one of the project sites. It was built in the 1890s, but is not listed on the State or National Register of Historic Places. The pipeline crosses the brook in this location and there are two manholes that are currently exposed. To protect the infrastructure, trap rock around the manholes is proposed as well as additional bank protection where the stream bends in front of one of the manholes. As this site may be visible from the Village's Rowley's Bridge Trail, application of stabilization measures here will be considerate of the natural and historic character of this area so as not to have a significant adverse impact.

Area 8 is near the New York Central & Hudson River Railroad Power Station, which is listed on the National Register of Historic Places. The sewer line improvements will be under the station platform and will have no effect on this historic building.

Areas 1, 2, 3, 3A, 4 and 8 have been identified on the New York State Historic Preservation Office (SHPO) archeological site inventory as being in an area designated as sensitive for archaeological resources. Since these areas have already been disturbed in connection with the original installation of the trunk sewer, are on slopes that have been subject to erosion, and the proposed work involves stabilizing such slopes, no further impact on archaeological resources are anticipated. In a letter dated July 28, 2023, the New York State Historic Preservation Office concluded that the no historic properties, including archaeological and/or historic resources, will be affected by this project.

Overall, the project will serve to protect the environment by preventing future breaks in this critical sewer infrastructure.

RESOLUTION

WHEREAS, there is pending before this Honorable Board a Bond Act to authorize the County of Westchester to issue bonds in connection with Capital Project SY085 – Sewer System Rehabilitation – Yonkers Jt. Plant Districts (the “Project”); and

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

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

WHEREAS, the County of Westchester conducted coordinated review as required for Type I actions pursuant to Section 617.6(b)(3) of the implementing regulations and is assuming the role of Lead Agency for the environmental review of this project; and

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

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

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

RESOLVED, that based upon the Honorable Board's review of the EAF and for the reasons set forth therein, this Board finds that there will be no significant adverse impact on the environment from the Project and be it further

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

RESOLVED, that the Resolution shall take effect immediately.

ACT NO. _____ - 20__

BOND ACT DATED _____, 20__.

A BOND ACT AUTHORIZING THE ISSUANCE OF \$6,000,000 BONDS OF THE COUNTY OF WESTCHESTER, NEW YORK, TO PAY THE COST OF THE REHABILITATION OF VARIOUS COUNTY-OWNED SANITARY SEWER LINES, INCLUDING SOIL STABILIZATION AND INSTALLATION OF RIP-RAP AND GABIONS, FOR THE JOINT BENEFIT OF THE COUNTY'S SOUTH YONKERS, BRONX VALLEY, CENTRAL YONKERS, HUTCHINSON VALLEY, NORTH YONKERS, SAW MILL AND UPPER BRONX SANITARY SEWER DISTRICTS, IN AND FOR SAID COUNTY.

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

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

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

WHEREAS, it is now desired to authorize the financing of the cost of such capital project;
NOW, THEREFORE,

BE IT ENACTED, by the Board of Legislators of the County of Westchester, New York (the "County"), by the affirmative vote of not less than two thirds of the entire voting strength thereof, as follows:

Section 1. For the class of objects or purposes of paying the cost of the rehabilitation of various County-owned sanitary sewer lines, including soil stabilization and reburial of exposed sewer pipes incidental thereto, installation of rip-rap, gabions, additional soil and earthwork, and incidental expenses in connection therewith, in and for the County, there are hereby authorized to be issued \$6,000,000 bonds of said County pursuant to the provisions of the Local Finance Law. To the extent that the details of the aforesaid class of objects or purposes set forth in this Bond Act are inconsistent

with any details set forth in the current Capital Budget of the County, such Budget shall be deemed and is hereby amended to the extent inconsistent herewith.

Section 2. It is hereby determined that the maximum estimated cost of the aforesaid class of objects or purposes is \$6,000,000, and that the plan for the financing thereof is by the issuance of the \$6,000,000 bonds of said County authorized to be issued pursuant to this Bond Act.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is thirty years pursuant to subdivision ninety-four of paragraph a of Section 11.00 of the Local Finance Law, as each purpose has a period of probable usefulness of at least thirty years under subdivisions four or twenty-two of paragraph a of Section 11.00 of the Local Finance Law.

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

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

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

Section 7. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Commissioner of Finance, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as said Commissioner of Finance shall deem best for the interests of the County; including, but not limited to, the power to sell said bonds to the New York State Environmental Facilities Corporation; provided, however, that in the exercise of these delegated powers, the Commissioner of Finance shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the Commissioner of Finance shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

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

Law. Such bonds and, or notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Commissioner of Finance.

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

Section 10. The Commissioner of Finance is hereby further authorized, at the sole discretion of the Commissioner of Finance, to execute a project finance agreement, and any other agreements with the New York State Department of Environmental Conservation and/or the New York State Environmental Facilities Corporation, including amendments thereto, and including any instruments (or amendments thereto) in the effectuation thereof, in order to effect the financing or refinancing of the class of objects or purposes described in Section 1 hereof, or a portion thereof, by a bond, and, or note issue of said County in the event of the sale of same to the New York State Environmental Facilities Corporation.

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

Section 12. All other matters, except as provided herein relating to such bonds, including determining whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the County by the facsimile signature of the Commissioner of Finance, providing for the manual countersignature of a fiscal agent or of a designated official of the County), the date, denominations, maturities and interest payment dates, place or places of payment,

and also including the consolidation with other issues, shall be determined by the Commissioner of Finance. It is hereby determined that it is to the financial advantage of the County not to impose and collect from registered owners of such bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by Section 52.00 of the Local Finance Law, as the Commissioner of Finance shall determine.

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

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

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

Section 15. This Bond Act, which shall take effect immediately in accordance with the provisions of Section 33.10 of the Local Finance Law and as provided in Section 107.71 of the Westchester County Charter, shall be published in summary form in the official newspaper of said

County for purposes of this Bond Act, together with a notice of the Clerk of the Board of Legislators in substantially the form provided in Section 81.00 of the Local Finance Law.

The foregoing Bond Act was duly put to a vote which resulted as follows:

AYES:

NOES:

ABSENT:

The Bond Act was thereupon declared duly adopted.

* * *

APPROVED BY THE COUNTY EXECUTIVE

Date: _____, 20__

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

I, the undersigned Clerk of the Board of Legislators of the County of Westchester, New York,
DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Board of
Legislators of said County, including the Bond Act contained therein, held on _____, with the
original thereof on file in my office, and that the same is a true and correct transcript therefrom and
of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that all members of said Board had due notice of said meeting.

I FURTHER CERTIFY that said meeting was (i) open to the general public pursuant to
Section 103 of the Public Officers Law or (ii) conducted in conformance with Section 103-a of the
Public Officers Law.

I FURTHER CERTIFY that, PRIOR to the time of said meeting, I duly caused a public notice
of the time and place of said meeting to be given to the following newspapers and/or other news
media as follows:

Newspaper and/or Other News Media

Date Given

I FURTHER CERTIFY that PRIOR to the time of said meeting, I duly caused public notice of the time and place of said meeting to be conspicuously posted in the following designated public location(s) on the following dates:

Designated Location(s) of Posted Notices

Date of Posting

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

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

(CORPORATE
SEAL)

LEGAL NOTICE

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

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

ACT NO. _____-20__

A BOND ACT AUTHORIZING THE ISSUANCE OF \$6,000,000 BONDS OF THE COUNTY OF WESTCHESTER, NEW YORK, TO PAY THE COST OF THE REHABILITATION OF VARIOUS COUNTY-OWNED SANITARY SEWER LINES, INCLUDING SOIL STABILIZATION AND INSTALLATION OF RIP-RAP AND GABIONS, FOR THE JOINT BENEFIT OF THE COUNTY'S SOUTH YONKERS, BRONX VALLEY, CENTRAL YONKERS, HUTCHINSON VALLEY, NORTH YONKERS, SAW MILL AND UPPER BRONX SANITARY SEWER DISTRICTS, IN AND FOR SAID COUNTY.

class of objects or purposes:

cost of the rehabilitation of various County-owned sanitary sewer lines, including soil stabilization and reburial of exposed sewer pipes incidental thereto, installation of rip-rap, gabions, additional soil and earthwork, and incidental expenses in connection therewith, for the joint benefit of the County's South Yonkers, Bronx Valley, Central Yonkers, Hutchinson Valley, North Yonkers, Saw Mill And Upper Bronx Sanitary Sewer Districts

period of probable usefulness: thirty years

amount of obligations to be issued: \$6,000,000

Dated: _____, 20__
White Plains, New York



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

CAPITAL PROJECT FACT SHEET

Project ID:* SY085	<input type="checkbox"/> CBA	Fact Sheet Date:* 01-25-2024
Fact Sheet Year:* 2024	Project Title:* SEWER SYSTEM REHABILITATION - YONKERS JT. PLANT DISTRICTS	Legislative District ID: 2, 17, 16, 15, 14, 13, 12, 11, 10, 9, 8, 5, 3,
Category* SEWER AND WATER DISTRICTS	Department:* ENVIRONMENTAL FACILITIES	CP Unique ID: 2467

Overall Project Description

This project will fund rehabilitation of county sanitary sewer lines and manholes as identified in the Sanitary Sewer Evaluation Survey.

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

FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2024	2025	2026	2027	2028	Under Review
Gross	31,300	31,300	0	0	0	0	0	0
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	31,300	31,300	0	0	0	0	0	0

Expended/Obligated Amount (in thousands) as of : 23,482

Current Bond Description: Construction funding to stabilize the soil and rebury multiple sections of the sewer pipe that have been exposed due to erosion and washout of the soils. Work will include the installation of rip-rap, gabions, additional soil, and earthwork.

Financing Plan for Current Request:

Non-County Shares:	\$ 0
Bonds/Notes:	6,000,000
Cash:	0
Total:	\$ 6,000,000

SEQR Classification:

UNLISTED

Amount Requested:

6,000,000

Expected Design Work Provider:

<input type="checkbox"/> County Staff	<input checked="" type="checkbox"/> Consultant	<input type="checkbox"/> Not Applicable
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Comments:

Energy Efficiencies:

Appropriation History:

Year	Amount	Description
1995	4,100,000	COUNTY-OWNED SEWERS - NEPPERHAN AVE
1996	5,000,000	SAW MILL MANHOLD AND LINE REPAIR; BRIARCLIFF TRUNK SEWER REPAIRS; SAW MILL TRUNK AND WEST LAKE SEWER REPAIRS
2007	3,450,000	REPAIR OF TRUNK LINE AT GREYSTONE PROPERTY
2010	6,250,000	REHABILITATION OF THE NORTH YONKERS & HUTCHINSON VALLEY TRUNK LINES, CMOM PHASE I & II AND THE ROBERTS AVENUE REGULATOR;
2012	5,000,000	CONSTRUCTION OF EROSION STABILIZATION LOCATIONS, PHASE I & II OF CMOM DEFICIENCIES AND HUTCHINSON VALLEY TRUNK REPAIRS
2013	3,500,000	ADDITIONAL REPAIRS AND REHAB
2014	4,000,000	ADDITIONAL FUNDING FOR CONSTRUCTION

Total Appropriation History:

31,300,000

Financing History:

Year	Bond Act #	Amount	Issued	Description
03	9	2,000,000	2,000,000	SEWER REHAB - YONKERS JOINT
04	193	2,000,000	2,000,000	REHAB. SAW MILL SANITARY SEWER DISTRICT
07	124	-550,426	0	
07	124	3,450,000	1,653,344	REHAB. SEWER LINES IN NO. YONKERS SSD
10	78	1,250,000	1,250,000	DESIGN/CONSTR MGT. -EMERG. REPAIR PORTION OF NO. YONKERS TRUNK SEWER
10	79	-1,667,240	0	
10	79	2,550,000	0	DESIGN/CONSTR MGT. -PERM. SLOPE STABILIZ'N NO. YONKERS TRUNK SEWER
14	10	500,000	500,000	RECONSTRUCTION OF COUNTY-OWNED SANITARY SEWER LINES AND MANHOLES
16	67	6,800,000	5,864,682	SS EVAL SURVEY & CAPACITY ASSURANCE,MGT, OPERATION, REHAB WORK SAW MILL VALLEY
19	222	2,500,000	0	RELINING OF VARIOUS CITY-OWNED SEWER LINES - YONKERS JOINT TREATMENT PLANT
21	4	1,367,000	0	
94	29	0	0	NEPPERHAN AVE SEWER LINE(DESIGN)
94	85	350,000	350,000	SAW MILL SEWER TRUNK EXTENSION(YJTP)
94	84	150,000	150,000	NEPPERHAN SEWER LN - YONKERS(DESIGN)
95	189	3,300,000	3,300,000	YONKERS JOINT-DESIGN&CONSTRUCT/REHAB SEWER LINES

Total Financing History:

23,999,334

Recommended By:

Department of Planning
SEDR

Date
02-07-2024

Department of Public Works
RJB4

Date
02-08-2024

Budget Department
DEV9

Date
02-13-2024

Requesting Department
CJGA

Date
05-15-2024

SEWER SYSTEM REHABILITATION - YONKERS JT. PLANT DISTRICTS (SY085)

User Department : Environmental Facilities

Managing Department(s) : Environmental Facilities ; Public Works ;

Estimated Completion Date: TBD

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

FIVE YEAR CAPITAL PROGRAM (in thousands)

	Est Ult Cost	Appropriated	Exp / Obl	2024	2025	2026	2027	2028	Under Review
Gross	31,300	31,300	23,482						
Non County Share			(985)						
Total	31,300	31,300	22,497						

Project Description

This project will fund rehabilitation of county sanitary sewer lines and manholes as identified in the Sanitary Sewer Evaluation Survey.

Current Year Description

There is no current year request.

Impact on Operating Budget

The impact on the District Budget is the debt service associated with the issuance of bonds, as well as, the appropriation of Cash to Capital.

Appropriation History

Year	Amount	Description	Status
1995	4,100,000	County-owned sewers - Nepperhan Ave	COMPLETE
1996	5,000,000	Saw Mill manhold and line repair; Briarcliff Trunk sewer repairs; Saw Mill Trunk and West Lake Sewer repairs	COMPLETE
2007	3,450,000	Repair of trunk line at Greystone Property	IN PROGRESS
2010	6,250,000	Rehabilitation of the North Yonkers & Hutchinson Valley Trunk lines, CMOM Phase I & II and the Roberts Avenue Regulator;	\$2,550,000 - DESIGN; \$1,250,000 - emergency repair - COMPLETE; \$500,000 - additional work at Greystone - COMPLETE; \$1,650,000 - CONSTRUCTION; \$300,000 AWAITING BOND AUTHORIZATION
2012	5,000,000	Construction of Erosion Stabilization Locations, Phase I & II of CMOM Deficiencies and Hutchinson Valley Trunk Repairs	Stabilization - DESIGN; Phase I and II CMOM, Hutchinson Valley Trunk repairs and Roberts Ave Regulator - CONSTRUCTION
2013	3,500,000	Additional repairs and rehab	\$1,800,000 - CONSTRUCTION; \$1,700,000 - AWAITING BOND AUTHORIZATION.
2014	4,000,000	Additional funding for construction	AWAITING BOND AUTHORIZATION
Total	31,300,000		

SEWER SYSTEM REHABILITATION - YONKERS JT. PLANT DISTRICTS (SY085)

Prior Appropriations

	Appropriated	Collected	Uncollected
Bond Proceeds	30,000,000	16,516,085	13,483,915
Funds Revenue	1,300,000	1,300,000	
Others		985,013	(985,013)
Total	31,300,000	18,801,099	12,498,901

Bonds Authorized

Bond Act	Amount	Date Sold	Amount Sold	Balance
29 94				
85 94	350,000	11/15/97	350,000	
84 94	150,000	11/15/97	150,000	
189 95	3,300,000	03/02/00		
		03/08/01	3,300,000	
9 03	2,000,000	07/22/04	1,986,080	
		12/02/10	13,920	
		12/02/10	(13,920)	
		11/30/11	13,691	
		11/30/11	229	
193 04	2,000,000	04/25/07		
		11/15/07	2,000,000	
124 07	3,450,000	11/30/11	1,080,980	1,796,656
		11/30/11	19,020	
		10/24/12	279,356	
		10/24/12	9,644	
		10/24/12	2,578	
		12/10/13	223,381	
		12/10/13	37,619	
		12/10/13	766	
78 10	1,250,000	12/02/10	1,250,000	
		12/02/10	(1,250,000)	
		11/30/11	1,229,478	
		11/30/11	20,522	
79 10	2,550,000			2,550,000
10 14	500,000	11/19/15	461,780	
		11/19/15	37,220	
		11/19/15	1,000	
67 16	6,800,000	12/01/21	4,248,590	1,459,941
		12/01/22	984,600	
		12/01/22	106,868	
222 19	2,500,000			2,500,000
4 21	1,367,000			1,367,000
79 10	(1,667,240)			(1,667,240)

SEWER SYSTEM REHABILITATION - YONKERS JT. PLANT DISTRICTS (SY085)

124 07	(550,426)		(550,426)
Total	23,999,334	16,543,403	7,455,931

RESOLUTION NO. ____ – 2024

RESOLVED, that this Board hold a public hearing pursuant to Section 209.141(4) of the Laws of Westchester County on Local Law Intro. No. ____ - 2024, entitled “LOCAL LAW amending Chapter 277, Article XV of the Laws of Westchester County relating to the Westchester County plumbing licensing law.” The public hearing will be held at __.m. on the ____ day of _____, 2024 in the Chambers of the Board of Legislators, 8th Floor, Michaelian Office Building, White Plains, New York. The Clerk of the Board shall cause notice of the time and date of such hearing to be published at least once in one or more newspapers published in the County of Westchester and selected by the Clerk of the Board for that purpose in the manner and time required by law.

TO: BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER

Your Committee recommends the adoption of “A LOCAL LAW amending Chapter 277, Article XV of the Laws of Westchester County relating to the Westchester County plumbing licensing law.”

You Committee is advised that, in 1993, Section 236 of the New York State County Law was enacted by the New York State Legislature, authorizing the County of Westchester to establish a Board of Plumbing Examiners that would be responsible for “the licensing, duties, and responsibilities of plumbers” within the County. Thereafter, in 1996, the Westchester County Board of Legislators enacted Article XV of the Laws of Westchester County, a County-Wide Plumbing Licensing Law, which also established the Board of Plumbing Examiners. The law provides the qualifications and procedures for obtaining a County-wide plumbing license, and grants the Board power to grant, suspend, or revoke plumbing licenses.

Your Committee is advised that since the passage and implementation of the law in 1996, it has remained relatively unchanged. The proposed amendments seek, among other things, to ensure the public health by improving the way the Board functions, providing applicants with additional ways

to qualify for a plumber's license, and ensuring that licensed plumbers are directly supervising projects for compliance with the New York State Plumbing Code.

Your Committee notes that, for example, proposed Sec. 277.504 increases the number of board members by one member, and modifies the requirements for members, which would make the Board more diverse and ease the process of filling open positions; proposed Sec. 277.505 and 277.510-B provide for an Administrative Law Judge to preside over hearings (and the procedure for such hearings) to avoid the possibility of Board members having potential conflicts with parties based upon prior or existing relationships and to expedite the administrative hearing process; proposed Sec. 277.507-A allows an applicant to satisfy the proof of employment requirement with prior experience obtained through education and military service; while proposed Sec. 277.513(A) increases the penalty structure to deter unlicensed plumbing activity in the County of Westchester.

Your Committee is further advised that the proposed amendments reflect the experience gained during the last 26 years since the Board of Legislators enacted the Plumbing Licensing Law, as well as the evolution of the plumbing trade in Westchester County. The implementation of these amendments will modernize the Plumbing Licensing Law and better protect consumers.

Your Committee is informed that the proposed Local Law does not meet the definition of an action under New York State Environmental Quality Review Act ("SEQRA") and its implementing regulations 6 NYCRR Part 617. Please refer to the memorandum from the Department of Planning dated January 8, 2024, which is on file with the Clerk of the Board of Legislators. Your Committee concurs in this conclusion.

Your Committee, after careful consideration, recommends adoption of this Local Law.

Dated: October 21, 2024
White Plains, New York

      Legislation	     Economic Development COMMITTEE ON	     Labor & Human Rights
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jsw-10/03/2024

FISCAL IMPACT STATEMENT

SUBJECT: Amend Plumb. Lic. Law CH 277-XV

☐ NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

☒ GENERAL FUND

☐ AIRPORT FUND

☐ SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense N/A

Total Current Year Revenue N/A

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

☒ Additional Appropriations

☐ Other (explain)

Identify Accounts: REVENUE - 25-0200-0200-101-9542

EXPENSE - 25-0200-0200-101-4420

Potential Related Operating Budget Expenses: Annual Amount \$5,000

Describe: Administrative Law Judge to preside over Hearings

Potential Related Operating Budget Revenues: Annual Amount \$77,500

Describe: Plumbing increase to Licensing Fees for Master Plumbers and Journeymen

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

Current Year: N/A

Next Four Years: N/A

Prepared by: Vincent A. Cassels

Title: Senior Inspector

Department: Consumer Protection

Date: October 7, 2024

Rev 10/7/24
Reviewed By:

[Signature]
Budget Director

Date:

10/7/24

LOCAL LAW INTRO. NO. 2024

A LOCAL LAW amending Chapter 277, Article XV of the Laws of Westchester County relating to the Westchester County plumbing licensing law.

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

Section 1. Section 277.502 of the Laws of Westchester County is hereby amended to read as follows:

For the purposes of this article, the following terms shall have the meanings indicated, unless as otherwise indicated by context. Nothing contained in any definition in this article shall be construed as defining, limiting or establishing the activities, operations or jurisdiction of any union, group or association of employees, nor establishing what work is to be done by any such union, association or group of employees.

1. *Apprentice plumber.* A person who is learning the plumbing trade under the direct supervision and control of a licensed master plumber or under the direct supervision and control of a licensed journey level plumber who is employed by and on the payroll of a licensed master plumber.

2. *Board.* The County Board of Plumbing Examiners created by this article.

3. *Certificate of competency.* A certificate issued by the Board of Plumbing Examiners to those persons who have successfully completed the examination for master plumber.

4. *Direct supervision.* The license holder(s) is physically present at a work site and/or immediately available via telephone or other electronic communication means.

~~5.4.~~ *Journey level plumber.* A person who is employed by and under the direction of a licensed master plumber, who has completed an apprenticeship as is required herein and who has successfully completed an examination for certification as a journey level plumber.

~~6.5: Master plumber.~~ Any person who engages in or carries on the business of plumbing, as defined herein.

~~7.6: Plumbers task force.~~ Two (2) representatives of the Boards of Directors of each of the professional and labor associations representing the men and women of the plumbing and/or plumbing inspection trades in Westchester County who sit as a task force at the call of the County Executive when needed to recommend appointments to the County Plumbing Board of Examiners as provided for in this article.

~~8.7: Plumbing.~~ The business of plumbing is such plumbing work as specifically defined for each municipality within the county in any local ordinances or codes governing plumbing work in effect in such municipality. In the absence of such local plumbing work ordinances and codes, the business of plumbing shall include those activities described in the definition of “plumbing” set forth in the New York State Plumbing Code and the activity of installing piping, valves or fittings on a premises or in a building that will be utilized to convey natural gas from the outlet of the point of delivery to the equipment. However, unless specifically provided for in local plumbing work ordinances or codes or in the New York State Uniform Fire Prevention and Building Code, underground utility construction shall not be construed as plumbing.

~~9.8: Underground utility construction.~~ The practice of installing, maintaining and repairing underground piping for gas and fuel distribution, sanitary and storm drainage, public and private water supply and footing drains outside of any building, unless a local ordinance or code expressly provides for any such practice or practices to be plumbing work.

Section 2. Section 277.504 of the Laws of Westchester County is hereby amended to read as follows:

Sec. 277.504. - Board of Plumbing Examiners.

~~A. There shall be a County Board of Plumbing Examiners consisting of ten members, who shall be residents of the State of New York and who shall be appointed as follows:~~

- ~~1. Three master plumbers who possess Westchester master plumber licenses and ten years' experience as a plumbing contractor in the plumbing business in the County of Westchester and who are recommended to the County Executive by the Plumbers Task Force. Such candidates shall be appointed by the County Executive subject to confirmation by the County Board of Legislators.~~
- ~~2. Two certified journey-level plumbers with at least ten years of experience at the journey level in the County of Westchester and who are recommended to the County Executive by the Plumbers Task Force. Such candidates shall be appointed by the County Executive subject to confirmation by the County Board of Legislators.~~
- ~~3. Two plumbing code enforcement officials with at least five years' experience as an active plumbing code enforcement official employed in Westchester County and each possessing a Westchester County master plumber's license or certificate of competency who shall be recommended to the County Executive by the Plumbers Task Force. Such candidates shall be appointed by the County Executive subject to confirmation by the County Board of Legislators.~~
- ~~4. One member from county government licensed by the State of New York as a professional engineer who shall be appointed by the County Executive subject to confirmation by the County Board of Legislators.~~
- ~~5. One member at large representing the general public who shall be recommended to the County Executive by the Chairman of the Board of Legislators. Such member shall be appointed by the county executive subject to confirmation by the County Board of Legislators.~~

~~6. One member who is employed by a local municipal government department of public works or its equivalent office. Such member shall be recommended to the County Executive by the Chairman of the County Board of Legislators. Such candidate shall be appointed by the County Executive subject to confirmation by the County Board of Legislators.~~

A. There shall be a County Board of Plumbing Examiners consisting of 11 members, who shall be residents of the State of New York and who shall be appointed by the County Executive subject to confirmation by the Westchester County Board of Legislators:

1. Three members, who each possess a Westchester master plumber license and ten years' experience as a plumbing contractor in the plumbing business in the County of Westchester, shall be chosen from among several recommended by the Plumbers Task Force.
2. Three members, who each possess journey level plumber's certifications with at least ten years' experience at the journey level in the County of Westchester, shall be chosen from among several recommended by the Plumbers Task Force.
3. One member, a plumbing code enforcement official with at least five years' experience as an active plumbing code enforcement official employed in Westchester County and possessing a Westchester County master plumber's license or certificate of competency, shall be chosen from among several recommended by the Plumbers Task Force.
4. One member, a county official or county employee licensed by the State of New York as a professional engineer.
5. Two members of the general public who are not members of the engineering or plumbing profession, shall be chosen from several recommended by the Chair of the Westchester County Board of Legislators.

6. One member, employed by a local municipal government department of public works or its equivalent office, shall be chosen among several recommended by the Chair of the Westchester County Board of Legislators.
7. Of the members first appointed, two shall be appointed for terms of two years, and three shall be appointed for a term of three years, and five shall be appointed for a term of five years. Their successors shall be appointed for terms of five years from and after the expiration of the terms of their predecessors in office.

Section 3. Section 277.505 of the Laws of Westchester County is hereby amended as follows:

Sec. 277.505. - Powers and duties of the board.

The board shall have the following powers and duties in addition to those elsewhere prescribed in this ~~an~~Article.

- D. The board may suspend and revoke licenses for cause as prescribed in this ~~an~~Article. The board may issue and cause to be served subpoenas in the manner provided for in the Civil Practice Law and Rules requiring the attendance of witnesses and the production of books, insurance records and policies, payroll records and papers relative to any hearing held by it upon complaint relative to this ~~[a]~~Article.
- E. The board may conduct hearings relating to any matter within its jurisdiction and shall refer all hearings in regards to violations of this chapter to an administrative law judge, who shall preside over the hearing and thereafter render a written report, containing findings and recommendations.

- ~~E. The board shall prepare and submit a report annually to the County Board of Legislators on or before the first day of July and keep all records of all Licenses issued, suspended or revoked by it and make such records available for public inspections, the same to be filed in the office of the Clerk of the Westchester County Board of Legislators.~~
- F. The board shall adopt rules and regulations with respect to proceedings before it and with respect to any subject matter over which it has jurisdiction under this ~~a~~Article, ~~and shall duly file the same with the Clerk of the Westchester County Board of Legislators.~~
- G. The board may make recommendations to the Westchester County Board of Legislators regarding plumbing regulations and codes pertaining thereto.
- H. The board may employ experts, clerks and a secretary and pay for their services and such other expenses as may be necessary and proper, not exceeding the appropriation that may be made therefor by the Westchester County Board of Legislators for such board.
- I. The board shall have the power to establish in its rules and regulations administrative fees for the submission of applications for licenses, certifications, renewals, and activities related to enforcement of this Article.
- J. The board shall appoint administrative law judges to preside at hearings conducted pursuant to this Article on a rotating basis from a list provided by the Law Department. Administrative law judges should be qualified by reason of experience and education including, but not limited to, experience and education as an attorney admitted to practice law in the State of New York.

Section 4. Section 277.506 of the Laws of Westchester County is hereby amended to read as follows:

Sec. 277.506. – Issuance and renewal of licenses and certifications; classes of licenses; terms; fees; licenses and certifications for individuals licensed outside of Westchester County.

- A. Issuances and renewals. The County Board of Plumbing Examiners may issue and renew a master plumber's license or certification. These instruments shall authorize the individual to engage in the business of master plumber or journey level plumber within the County of Westchester for the period ending the 31st of December of the year in which it is issued or renewed. Application for renewal is to be made 60 days prior to the expiration date of the license or certification. All applications for renewal shall be accompanied by the required renewal fee. If application for renewal is not made as provided herein, the board may, nevertheless, renew the license or certification in accordance with the board's rules and regulations, provided, further, that the applicant has satisfied the board as to his or her qualifications in accordance with said rules and regulations, including the assessing of a late fee, as set forth in in the boards rules and regulations, for renewing a license and/or certification after the expiration date of the license or certification.
- B. Classes, terms and fees. There shall be the following classifications of licenses and certifications with the following terms and fees:
1. Master plumber's license. After a candidate receives a certificate of competency as a master plumber, a license will be issued by the County Board of Plumbing Examiners to permit the performance of plumbing work with no restrictions in any city, town or village in the county. Such license is hereby required for all plumbing inspectors in cities within the county; however, such inspectors shall be exempt from annual renewal fees. ~~All applicants shall have successfully completed a four-year apprentice program with licensed master plumbers and have five years' experience at the journey level or have five years' apprenticeship in the employ of a licensed master plumber and have five years' additional experience as a journey level plumber in the employ of licensed master plumbers as the requirement for application.~~ All applicants shall have successfully completed 10 years of

experience in the business of Plumbing as defined by this Article as a master plumber or journey level plumber or an apprentice plumber in the employ and under the direct and continuing supervision of a licensed master plumber as the requirement for application.

The annual fee for a master plumber's license is ~~\$600.00~~\$500.00.

2. Journey level certification. This certification permits the journey level plumber to perform plumbing work under the direct supervision and in the employ of licensed master plumbers in any city, town or village in the county. The successful completion of (a) five years of experience in the business of Plumbing as defined by this Article in the employ of licensed master plumbers as an apprentice plumber or (b) the successful completion of a five-year plumbing apprentice program ~~is shall be~~ the requirement for application. The annual fee for a certification is ~~\$75.00~~ \$50.00. ~~The effective date for the certification program is January 1, 1997.~~

Section 5. Section 277.507 of the Laws of Westchester County is hereby amended to read as follows:

Sec. 277.507. Application for license or certificate.

A.4. All applications for a county-wide master plumber's license or journey level certification shall be submitted on forms furnished by the board and shall be accompanied by the required fee, as herein provided. Each application shall set forth the name, residence address, business address, telephone numbers and trade name(s) of the applicant plus such additional information concerning his or her qualifications as the board may require. ~~Proof of employment may consist of, but is not limited to, income tax information, notarized statements of hours worked from employers or benefit funds, certified copies of licenses held as a master plumber, notarized statements demonstrating employment as a plumber,~~

~~plumbing apprentice training diplomas and any other proof that can justify working at the plumbing trade. All applicants must document their experience by providing one of the following:~~

- ~~1. Detailed social security earnings report.~~
- ~~2. Federal W-2's showing the applicant's name, the employer's name and the reported income from each employer that the applicant is claiming experience from.~~
- ~~3. Federal Schedule C or K-1 forms showing proof of business ownership if the applicant is self-employed and cannot produce items 1 or 2.~~

~~B. 2. The fee for each application under this Article shall be fifty dollars (\$50.00) for a master plumber's license and twenty-five dollars (\$25.00) for a journey level certification. The application fee is in addition to any other fee required to be paid under this Article. Fees imposed under this Article for such application shall not be refundable in the event of failure to pass the examination.~~

Section 6. Chapter 277, Article XV of the Laws of Westchester County is hereby amended to read as follows:

Sec. 277.507-A, - Credit for Education and Military Service for Master Plumber's License.

An applicant shall be credited up to three (3) years toward the total years of experience required by this Article in Sec. 277.506(B) and Sec. 207.507(A) for a master plumber's license by submitting satisfactory proof establishing that the:

1. Applicant is New York State licensed professional (Registered Architect or Professional Engineer) or equivalent, who has at least seven (7) years of experience within the ten (10) years prior to application in the business of plumbing as defined by this Article in the employ and under the direct and continuing supervision of a licensed Master Plumber in the United States.

Proof of educational and professional licensure shall consist of official transcripts from the educational institution and letter(s) of good standing from the licensing agency;

2. Applicant has received a bachelor's degree in mechanical engineering or appropriate plumbing related engineering technology from an accredited college or university registered by the New York State Department of Education or equivalent and has had at least eight (8) years of total experience within the ten (10) years prior to application in the business of plumbing as defined by this Article in the employ and under the direct and continuing supervision of a licensed Master Plumber in the United States. Proof of educational and work experience shall consist of official transcripts from the educational institution and/or the documentation required by Sec. 277.507(A)(1) of this Article;
3. Applicant has obtained experience in the business of plumbing as defined by this Article or in an area related to plumbing while serving in any branch of the United States Military shall be credited with practical experience equal to 25 percent of the number of military years they have satisfactorily completed, which, in no event, however, shall exceed three (3) years of credit. Proof of experience shall consist of documentation issued by the United States Department of Defense, such as a DD Form 214 or equivalent, detailing an applicant's military job specialty, training and/or qualifications; and/or
4. Applicant has obtained experience in the business of plumbing as defined by this Article or in an area related to plumbing, in a country other than the United States, while acting in accordance with the laws, regulations, and licensing requirements applicable in that jurisdiction, which shall be credited with practical experience equal to 25 percent of the number of years of experience, which, in no event, however, shall exceed three (3) years of credit. Applicant shall be required to provide proof of experience satisfactory to the Board of

Plumbing Examiners, and shall be required to provide certified translations of any documents not in English.

Section 7. Section 277.508 of the Laws of Westchester County is hereby amended to read as follows:

Sec. 277.508. - Examination; exceptions.

- A. The examination for a county-wide master plumber's license ~~or journey level certification~~ shall consist of a written and a practical test; the examination for a journey level certification shall consist of a written test only. A complete record of every examination shall be kept on file until three years after the day of the examination. Examinations shall be held at such times and places as the board may fix or otherwise arrange. The board may designate or contract with an outside organization to create and administer the examination.
- B. ~~(1) An applicant who fails an examination shall be eligible for re-examination at the next scheduled examination date.~~ An applicant who has failed his or her first examination shall not be eligible for re-examination until at least one month from the date of such failure. An applicant who fails two times or more shall not be eligible for further re-examination until at least six months have elapsed from the date of such second or subsequent failure.
~~(2) An applicant who fails three examinations shall be required to submit a new application with a new license fee.~~
- C. Applicants must submit a completed license application within one year of receiving a passing grade on the examination. Any applicant who does not apply within one year shall be required to re-take the examination.
- D. Applicants shall pay all costs associated with taking the practical test.

Section 8. Section 277.509 of the Laws of Westchester County is hereby amended to read as follows:

Sec. 277.509. - Unlawful use of license or certification; display.

- A. No holder of a license or certification issued under this [a]Article shall authorize, consent to or permit the use of his or her license or certification by or on behalf of any other person. No person who has not qualified or obtained a license or certification under this aArticle shall represent himself or herself to the public as holder of a license or certification issued under this aArticle. No person shall offer, solicit, or bid plumbing work, either directly, by means of signs, sign cards, metal plates-or, stationery, or use of the word plumbing in their company name unless they are licensed pursuant to this Article~~indirectly in any other manner whatsoever.~~ However, nothing herein shall be construed to prohibit the use of a license by the holder thereof for or on behalf of a partnership, corporation or other business association, provided that 51 percent or more of the control of the voting capital stock of such partnership, corporation or other business association is owned by one or more holders of a Westchester County master plumbing license and that all work performed by such partnership, corporation or other business association is performed by or under the direct supervision₂ of such license holder or holders.
- B. Whenever a licensed master plumber representing a plumbing business which operates under a trade, partnership or corporate name severs his or her relationship with such business, it shall be the duty of both the licensee and the business to notify the board of such action within 30 days from the date thereof. Failure to do so shall be deemed sufficient cause for denying a new license to the licensee and prohibiting the firm to continue in the plumbing business.

- C. All licenses and certificates shall be numbered in the order in which they are issued and shall be in such form and of such color and shall contain such information as may be prescribed by the board.
- D. Each license shall at all times be kept conspicuously displayed in the place of business of the licensee, and each identification card for master plumber or certified journey level plumber shall be available for inspection at all times.
- E. ~~Each licensee shall affix to the passenger-side front ventilator window of all vehicles owned, leased or used for the performance of the trade or, if the vehicle is not equipped with a ventilator, the right front corner of the right window of each vehicle used in his or her business a decal furnished by the board indicating the Westchester County license number. All such vans or trucks shall also prominently display the name of the licensee and the business organization.~~ For vehicles used in connection with all licensed activities under this Article:
1. Licensee shall conspicuously affix a decal furnished by the board to each vehicle used for his or her business in connection with licensed activities during the effective term of the license.
 2. Decals shall be available for a fee of \$5.00 each. All such vehicles shall also conspicuously display the company name, address, and applicable license number(s) that are registered with the County of Westchester.
 3. Vehicle lettering shall be no smaller than two (2) inches tall or 144-point type in bold print. Vehicle lettering shall be in letters and numerals readily legible from a distance of fifty feet during daylight hours and while the motor vehicle is stationary.
 4. Signage shall be required on both side panels of all vehicles.
 5. All vehicles must comply with applicable New York State and Federal vehicle and traffic laws.

6. Magnetic signage shall be permitted.

- F. Each licensee shall display his or her Westchester County license number on all advertisements, stationery, invoices and proposals.
- G. No individual holding a master plumber's license or journey level certification issued under this ~~a~~Article shall lend such license or certificate to any person or allow any other person to carry on, engage in or labor at the business, as defined herein, of installing, removing, altering, testing, replacing or repairing plumbing systems on the basis of a certificate of competency issued in another's name. A violation of this subsection by any person holding a license or certification shall be sufficient cause for revocation of such license or certification by the board.
- H. No person shall work at the business of plumbing as an apprentice without being under the direct supervision of a certified journey level plumber or licensed master plumber.

Section 9. Section 277.510 of the Laws of Westchester County is hereby amended to read as follows:

Sec. 277.510. - Suspension or revocation of license or certificate.

- A. Any license or certification issued hereunder may be suspended or revoked at the discretion of the board, in accordance with the rules and regulations of the board, if the board is satisfied by substantial evidence that the holder of such license or certificate has violated any provision of this ~~a~~Article, the rules and regulations of the board or any other law or ordinance pertaining to plumbing. Prior to the revocation or suspension of a license or certificate, the holder shall receive, in writing, all the particulars of the alleged violation and shall have an opportunity to present his or her defense at an administrative hearing held by ~~the board~~ an Administrative Law Judge.

- B. The suspension or revocation of a license shall apply to all county plumbing licenses held by that individual.

Section 10. Article XV of the Laws of Westchester County is hereby amended to include new section 277.510-B as follows:

Section 277.510-B. - Hearings

- A. If upon an initial determination by the board that, pursuant to the standards set forth in this Article, the board is entitled to suspend or revoke a license or certification, deny a license or certification renewal, or to take any other appropriate action against the privileges of a holder of a license or certification, the board shall cause to be held a hearing before an administrative law judge selected by the board.
- B. The board shall issue and serve a written notice of hearing by personal service or by certified mail return receipt requested to the holder of a license or certification at the last known business address of such holder of a license or certificate.
1. The hearing shall be held as soon as possible, but in no case later than 60 days after service of the notice of hearing upon the holder of a license or certificate. Notwithstanding the above, a hearing required pursuant to the board's initial determination that there is reasonable cause to suspend or revoke a license or certification shall be held not later than 15 days after service of the notice of hearing.
2. The notice of hearing shall include the following:
- (i) The time, place, and nature of the hearing;
- (ii) A statement of the legal authority and jurisdiction under which the hearing is to be held, including a reference to particular sections of state law, the laws of Westchester County, and/or rules where possible;

- (iii) A statement outlining the matters asserted, including alleged facts supporting the initial determination;
- (iv) A notice that, upon application of the respondent, a more detailed and definite statement of the matters being asserted will be provided. The board shall make the determination as to whether the initial statement of the matters asserted is not sufficiently definite. Such determination by the board shall not be subject to judicial review;
- (v) The respondent's right to present evidence;
- (vi) The respondent's right to examine and cross-examine witnesses;
- (vii) The respondent's right to be represented by counsel;
- (viii) A statement that the respondent's failure to appear shall constitute a default by the respondent and that the hearing may proceed in the respondent's absence and a determination made based solely upon evidence submitted by the board;
- (ix) A statement that interpreter services will be made available to non-English speaking or hearing-impaired persons at no cost;
- (x) A statement that a respondent may waive his right to a hearing and accept the initial determination of the board without objection, by signing where indicated on and returning the notice of hearing to the board together with any fine which was assessed by the board in conjunction with such determination. Upon the receipt of such a properly completed acknowledgement by the board, the board shall file same with the administrative law judge along with a notice of cancellation of hearing; and
- (xi) The name and address of the administrative law judge for the filings of any notices or papers pursuant to such proceedings.

C. Adjournments:

1. The administrative law judge may grant an adjournment upon the request of any party to the proceeding, provided that an adjournment shall not be for an indefinite period of time, but shall be set down for a date certain. In the case of a hearing initiated due to an initial determination by the board to suspend or revoke a license or certificate, only the holder of a license or certificate shall be entitled to request an adjournment, and such hearing shall not be adjourned for more than seven days, unless both parties agree.
2. If an adjournment is to be requested in advance of the hearing date, such request shall be presented to the administrative law judge in writing at least three business days in advance of such hearing, and shall specify the reason for such request.
3. In considering an application for adjournment of a hearing, the administrative law judge shall consider whether the purpose of the hearing will be affected by the granting of such adjournment.

D. Subpoenas

1. To aid in the administration of this law, the administrative law judge designated by the board in a particular proceeding, may issue subpoenas in the board's name requiring the attendance of and the giving of testimony by witnesses, and the production of books, papers and other evidence for any hearing or proceeding conducted pursuant to this section. Service of such subpoena(s), enforcement of obedience thereto, and punishment for disobedience thereto, shall be had as and in the manner provided by the New York State Civil Practice Law and Rules relating to the enforcement of any subpoena issued by a board or administrative law judge.
2. It shall be the responsibility of the party requesting the issuance of a subpoena to effect service thereof.

- E. The administrative law judge may add a party to the proceeding upon due and adequate notice to both the party to be added and the parties named in the proceedings.
- F. On the return date of a hearing, the administrative law judge shall note the appearances of the persons attending the hearing. All hearings shall be open to the public.
- G. Witnesses shall be sworn and testimony shall be taken and recorded by use of either a court reporter or an electronic recording device. Testimony shall be transcribed upon the request of any interested party. The party requesting the transcript shall pay the costs and expenses in connection therewith.
- H. The administrative law judge shall not be bound by the strict rules of evidence in the conduct of a hearing initiated pursuant to this chapter, but their findings of fact and conclusions of law shall be founded upon substantial evidence presented at the hearing. The hearing officer shall admit and consider any evidence of mitigation offered by the holder of a license or certification.
- I. After the conclusion of a formal hearing, the administrative law judge shall prepare and issue a report containing a summary of the evidence, findings of fact, conclusions of law and recommendation(s) to the board.
- J. The recommendations of the administrative law judge may include, but shall not be limited to, a recommendation as to whether the board's initial determination should be rescinded, affirmed, or modified and/or whether a suspended or revoked license or certification should be reinstated unconditionally or upon the condition that the threat to the health or safety or welfare of the public is remedied by the holder of a license or certification in a specified manner according to a specified timetable.
- K. Upon the conclusion of a formal hearing and after consideration of the administrative law judge's report and recommendations, and any evidence of mitigation, the board shall make a

final determination based on substantial evidence, and shall execute an administrative order implementing such decision.

L. If the board determines that the hearing record is not sufficient to make a final determination, the board may direct a rehearing or require the taking of additional evidence.

M. The board shall cause to be served upon the respondent, copies of the administrative law judge's report and the board's final determination and order. Service shall be made in the manner prescribed for the service of notices of hearing.

N. Index of Decisions

1. The board shall maintain an index, which shall be accessible by computer or otherwise, which lists by name and subject all final written decisions, determinations and orders rendered through such hearing proceedings. Such index shall also include by name and subject all written decisions, determinations and orders rendered pursuant to a statute providing any party an opportunity to be heard other than rule making. Such index and the text of any such written final decision, determination or order shall be available for public inspection and copying. Copying services shall be provided at a reasonable fee to be determined by the commission. Each decision, determination and order shall be indexed within 60 days after having been rendered.

2. The board may, upon good cause and the request of a party to a hearing, delete from any such index, decision, determination or order any information that, if disclosed, would constitute an unwarranted invasion of personal privacy under the provisions of subdivision two of section eight-nine of the Public Officers Law and may also delete at the request of any person all references to trade secrets that, if disclosed, would cause substantial injury to the competitive position of such person. Information which would

reveal confidential material protected by federal or state statute shall also be deleted from such index, decision, determination or order.

Q. Where any violation of this chapter by a holder of a license or certification has caused the board or the County to incur any expenses with respect to enforcement, such expenses may be charged to the holder of such license or certification. In the discretion of the board, such expenses may be separately collected in a civil suit against such licensee or certification, brought by the County Attorney in the name of the County in a court of competent jurisdiction, in the event that the licensee or registrant refuses to pay such charges voluntarily.

Section 11. Section 277.513 of the Laws of Westchester County is hereby amended to read as follows:

Sec. 277.513. - Penalties for offenses.

~~4. A.~~ Any person who violates any provision of this ~~a~~Article shall be subject to the imposition of a civil penalty of not less than \$500 and not more than \$5,000 as determined by the board following notice and opportunity to be heard. Each day on which such violation occurs shall constitute a separate offense. Any person who is found in violation of 277.509 sections (A) or (G) for a second or subsequent violation shall be subject to the imposition of a civil penalty of up to \$10,000 for each day on which a violation occurs. Nothing herein contained shall be construed to exempt an offender from any other prosecution or penalty imposed by law. The penalty imposed hereunder and the reasonable costs, disbursements and expenses attendant to its collection shall be recoverable from the offender in the same civil action brought by the County Attorney in the name of the County of Westchester.

~~2. B.~~ Any person who, with intent to defraud or deceive, knowingly makes a false statement in the application for a license or the renewal of a license or an application for a plumbing

permit or for a certificate of occupancy or in any application provided for in this ~~an~~Article or in any proof or instrument in writing in connection therewith or unlawfully performs plumbing work shall be assessed a civil penalty not to exceed \$5,000.00 as determined by the board following notice and opportunity to be heard. Each day on which such violation occurs shall constitute a separate offense.

~~3. C.~~ The board in its discretion may refer any matters that rise to the level of a criminal offense to the office of the District Attorney for further review and appropriate action.

Section 12. Section 277.514 of the Laws of Westchester County is hereby amended to read as follows:

Sec. 277.514. - Insurance ~~and bond~~ required.

All persons licensed by this ~~an~~Article shall be required to secure insurance to protect their employees and to protect all persons from personal injury or property damage that could occur, directly or indirectly, during work performed under a license issued pursuant to this ~~an~~Article. The board shall require that such insurance must include New York State workers' compensation, disability, liability and property damage coverages ~~as well as a bond~~. The minimum amount of the ~~bond or insurance~~ policies shall be set by the board conditioned upon observance of all applicable laws, rules and regulations. ~~Each bond and policy shall contain a provision of continuing liability.~~ In addition, prior to issuance of any license or renewal, the applicant shall file satisfactory evidence of compliance with insurance ~~and bond~~ requirements.

Section 13. Chapter 277, Article XV of the Laws of Westchester County is hereby amended to read as follows:

Sec. 277.516 - Criminal penalties.

Any person who shall maintain, conduct, operate or engage in a plumbing business within the County of Westchester without a license as required under this Article or who continues to conduct a plumbing business after such license has been denied, suspended, revoked or has expired shall be guilty of a class A misdemeanor.

Section 14. Within two (2) years of enactment of this Local Law, the Board of Plumbing Examiners shall establish a practice exam as required to be administered by this Local Law. Until such time as the practical exam is established, there shall be no requirement that an individual pass a practical exam as a condition of licensure under this Local Law. Upon establishment of the practical exam, the requirement to pass such an exam shall apply to applications received after the date of establishment.

Section 15. Effective Date. This Local Law shall take effect thirty (30) days after enactment.

jsw-10-03-2024

HONORABLE BOARD OF LEGISLATORS

WESTCHESTER COUNTY

Your Committee is in receipt of a communication from the County Executive pertaining to approval of the Agreement between the County of Westchester and the Westchester County Correction Officers Benevolent Association, Inc. ("COBA") for an eight (8) year contract commencing on January 1, 2020 and ending on December 31, 2024 ("Memorandum of Agreement" or "Agreement"). In compliance with the Fair Employment Act (Taylor Law) those provisions of the Agreement that require legislative action are outlined below.

Compensation:

The following wage increases will apply:

- a. Effective January 1, 2020, and retroactive to that date, each step of the salary schedule in effect on December 31, 2019 shall be increased by three percent (3.00%).
- b. Effective January 1, 2021, and retroactive to that date, each step of the salary schedule in effect on December 31, 2020 shall be increased by three percent (3.00%).
- c. Effective January 1, 2022, and retroactive to that date, each step of the salary schedule in effect on December 31, 2021 shall be increased by two percent (2.00%).
- d. Effective January 1, 2023, and retroactive to that date, each step of the salary schedule in effect on December 31, 2022 shall be increased by two percent (2.00%).
- e. Effective January 1, 2024, and retroactive to that date, each step of the salary schedule in effect on December 31, 2023 shall be increased by two and three-quarters percent (2.75%).
- f. Effective January 1, 2025, each step of the salary schedule in effect on December 31, 2024 shall be increased by three percent (3.00%).
- g. Effective January 1, 2026, each step of the salary schedule in effect on December 31, 2025 shall be increased by three percent (3.00%).
- h. Effective January 1, 2027, each step of the salary schedule in effect on

December 31, 2026 shall be increased by three percent (3.00%).

Payments of Retroactive Money:

The County agrees that any and all retroactive money due and owing, if any, shall be paid as soon as practicable to all unit members employed during the period from January 1, 2020 to the date of the execution of this agreement. The County will use its best efforts to pay all retroactive money due and owing by no later than the first pay period of November 2024.

Longevity Schedule:

- a. Effective January 1, 2024, each step of the longevity schedule in effect on December 31, 2023 shall be increased by seventy-five dollars (\$75.00).
- b. Effective January 1, 2025, each step of the longevity schedule in effect on December 31, 2024 shall be increased by seventy-five dollars (\$75.00).
- c. Effective January 1, 2026, each step of the longevity schedule in effect on December 31, 2025 shall be increased by seventy-five dollars (\$75.00).
- d. Effective January 1, 2027, each step of the longevity schedule in effect on December 31, 2026 shall be increased by seventy-five dollars (\$75.00).

Shift Differential:

- a. Effective January 1, 2025, the shift differential in effect on December 31, 2024 shall be increased by fifty cents (\$0.50).
- b. Effective January 1, 2026, the shift differential in effect on December 31, 2025 shall be increased by fifty cents (\$0.50).
- c. Effective January 1, 2027, the shift differential in effect on December 31, 2026 shall be increased by fifty cents (\$0.50).

Welfare Fund:

Effective January 1, 2025, the County's contribution to the Welfare Fund shall be increased by one hundred dollars (\$100.00).

Equipment Allowance:

Effective January 1, 2025, the equipment allowance shall be increased by one hundred twenty dollars (\$120.00).

Your Committee has carefully considered the subject matter, the Agreement, and the attached act and recommends approval of the Agreement. An affirmative vote of a majority of the Board is required to pass this legislation.

Dated: White Plains, New York
October 21st, 2024

James Z. Johnson
For [Signature]
Marilyn Bann
[Signature]
[Signature]
Vedat Gurbic
[Signature]

Margaret A. Gio
For [Signature]
Vedat Gurbic

James Z. Johnson
Circumilly
For [Signature]
Vedat Gurbic
[Signature]

Budget & Appropriations

COMMITTEE ON
Public Safety

Labor & Human
Rights

FISCAL IMPACT STATEMENT

SUBJECT: COBA 2020-2027 MOA

☐ NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

☒ GENERAL FUND

☐ AIRPORT FUND

☐ SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense \$ 37,887,896

Total Current Year Revenue \$ -

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

☒ Additional Appropriations

☐ Other (explain)

Identify Accounts: Various personal service accounts and prior year reserves (2020-2023)

Potential Related Operating Budget Expenses: Annual Amount _____

Describe: _____

Potential Related Operating Budget Revenues: Annual Amount _____

Describe: _____

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

Current Year: _____

Next Four Years: 2025: Expense of \$15,701,363 ; 2026: Expense of \$18,974,344 ;

2027: Expense of \$22,345,129.

Prepared by: Michael Dunn

Title: Senior Budget Analyst

Department: Budget

Date: October 18, 2024

Reviewed By: 

Budget Director

Date: 10/18/24

ACT NO. _____ 2024

AN ACT approving certain financial terms and conditions of employment requiring legislative approval by law in a Collective Bargaining Agreement for those employees of Westchester County represented by the Westchester County Correction Officers Benevolent Association, Inc. for the eight (8) year period commencing January 1, 2020 and ending December 31, 2027.

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

Section 1. Duration: The Collective Bargaining Agreement for those employees of Westchester County represented by the Westchester County Correction Officers Benevolent Association, Inc., shall commence on January 1, 2020 and end on December 31, 2027.

Section 2. Compensation:

The following wage increases will apply:

- a. Effective January 1, 2020, and retroactive to that date, each step of the salary schedule in effect on December 31, 2019 shall be increased by three percent (3.00%).
- b. Effective January 1, 2021, and retroactive to that date, each step of the salary schedule in effect on December 31, 2020 shall be increased by three percent (3.00%).
- c. Effective January 1, 2022, and retroactive to that date, each step of the salary schedule in effect on December 31, 2021 shall be increased by two percent (2.00%).
- d. Effective January 1, 2023, and retroactive to that date, each step of the salary schedule in effect on December 31, 2022 shall be increased by two percent (2.00%).
- e. Effective January 1, 2024, and retroactive to that date, each step of the salary schedule in effect on December 31, 2023 shall be increased by two and three-quarters percent (2.75%).
- f. Effective January 1, 2025, each step of the salary schedule in effect on December

31, 2024 shall be increased by three percent (3.00%).

g. Effective January 1, 2026, each step of the salary schedule in effect on December 31, 2025 shall be increased by three percent (3.00%).

h. Effective January 1, 2027, each step of the salary schedule in effect on December 31, 2026 shall be increased by three percent (3.00%).

Section 3. Payments of Retroactive Money:

The County agrees that any and all retroactive money due and owing, if any, shall be paid as soon as practicable to all unit members employed during the period from January 1, 2020 to the date of the execution of this agreement. The County will use its best efforts to pay all retroactive money due and owing by no later than the first pay period of November 2024.

Section 4. Longevity Schedule:

a. Effective January 1, 2024, each step of the longevity schedule in effect on December 31, 2023 shall be increased by seventy-five dollars (\$75.00).

b. Effective January 1, 2025, each step of the longevity schedule in effect on December 31, 2024 shall be increased by seventy-five dollars (\$75.00).

c. Effective January 1, 2026, each step of the longevity schedule in effect on December 31, 2025 shall be increased by seventy-five dollars (\$75.00).

d. Effective January 1, 2027, each step of the longevity schedule in effect on December 31, 2026 shall be increased by seventy-five dollars (\$75.00).

Section 5. Shift Differential:

a. Effective January 1, 2025, the shift differential in effect on December 31, 2024 shall be increased by fifty cents (\$0.50).

b. Effective January 1, 2026, the shift differential in effect on December 31, 2025 shall be increased by fifty cents (\$0.50).

c. Effective January 1, 2027, the shift differential in effect on December 31, 2026 shall be increased by fifty cents (\$0.50).

Section 6. Welfare Fund:

Effective January 1, 2025, the County's contribution to the Welfare Fund shall be increased by one hundred dollars (\$100.00).

Section 7. Equipment Allowance:

Effective January 1, 2025, the equipment allowance shall be increased by one hundred

twenty dollars (\$120.00).

Section 8. This Act shall take effect immediately.