

Board of Legislators

Meeting Agenda



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

Monday, November 18, 2024

7:00 PM

Legislative Chambers

Regular Meeting

CALENDAR 24 (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 21, 2024 at 7pm.

PUBLIC COMMENT

Speakers_____

PUBLIC HEARING

1. [2024-544](#) **PH-Enter into Lease Agreement-MG MARTINE SPE LLC-11 Martine Avenue, White Plains**

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 November 18, 2024 at 7:30 p.m.]. LOCAL LAW INTRO: 2024-545.

SUBMITTED BY: COMMITTEE ON BUDGET & APPROPRIATIONS AND HUMAN

SERVICES

Speakers _____

*Please see Standing Committee Item No. 2024-545 for back-up.

2. [2024-546](#) PH-Amendments to the Westchester County Plumbing Licensing Law

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 November 18, 2024 at 7:30 p.m.]. LOCAL LAW INTRO: 2024-547.

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

Speakers _____

*Please see Standing Committee Item No. 2024- 547 for back-up.

UNFINISHED BUSINESS**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

***Please note: This item was held over from the October 21, 2024 Regular Meeting and appears here as an item of Unfinished Business for ACTION.**

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

***Please note: This item was held over from the October 21, 2024 Regular Meeting and appears here as an item of Unfinished Business for ACTION.**

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***

***Please note: This item was held over from the October 21, 2024 Regular Meeting and appears here as an item of Unfinished Business for ACTION.**

ACT _____ - 2024 VOTE _____

I. COMMUNICATIONS

A. COUNTY EXECUTIVE

1. [2024-571](#) ACT-Proposed Appropriations & Tax Levies for 2025 Budget

AN ACT adopting the County Budget and making appropriations and levying real property taxes for the conduct of the County Government for the year Two Thousand Twenty-Five (2025).

COMMITTEE REFERRAL: COMMITTEE ON BUDGET & APPROPRIATIONS

2. [2024-586](#) ACT-Retroactively Amend Grant Agreements-NYSOFA-CSE, etc.

AN ACT authorizing the County of Westchester to retroactively amend grant agreements with the New York State Office for the Aging to increase funding under the 2023-24 CSE and EISEP programs, and under the 2022-2024 combined WIN/NSIP programs, and to extend the EISEP Grant Agreement term through December 31, 2024.

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

**3. [2024-588](#) BOND ACT-RD017-MRF Transfer Station Rehab.-Amending Bond
Act 99-2019**

A BOND ACT (Amended) authorizing a decrease of bonds of Westchester County from SEVEN MILLION, FIVE HUNDRED THOUSAND (\$7,500,000) DOLLARS to FOUR MILLION, SEVEN HUNDRED THOUSAND (\$4,700,000) DOLLARS to finance Capital Project RD017 - Material Recovery Facility and Transfer Station Rehabilitation.

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

**4. [2024-589](#) BOND ACT-RD017-MRF Transfer Station Rehab.-Amending Bond
Act 85-2020**

A BOND ACT (Amended) reducing the amount of bonds of the County of Westchester from THREE HUNDRED THOUSAND (\$300,000) DOLLARS TO ONE HUNDRED SEVENTY THOUSAND (\$170,000) DOLLARS to finance Capital Project RD017 - Material Recovery Facility and Transfer Station Rehabilitation.

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

5. [2024-590](#) **BOND ACT-RD017-MRF Transfer Station Rehab.-Consolidated Bond Act Amending 215-2023**

A BOND ACT (Amended) authorizing an increase in bonds of Westchester County by TWO MILLION, NINE HUNDRED THIRTY THOUSAND (\$2,930,000) DOLLARS to EIGHTEEN MILLION, SEVEN HUNDRED SIXTY THOUSAND (\$18,760,000) DOLLARS to finance Capital Project RD017 - Material Recovery Facility and Transfer Station Rehabilitation.

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

SI. 6. [2024-592](#) **PH-Pay Plan Amendment**

A RESOLUTION to set a Public Hearing on "A LOCAL LAW subject to a permissive referendum to provide for payments of increased compensation for an elective office during their term of office". Public Hearing set for _____, 2024 at _____ .m.
(LOCAL LAW INTRO: 2024-593.)

COMMITTEE REFERRAL: COMMITTEE ON BUDGET & APPROPRIATIONS

SI. 7. [2024-593](#) **LOCAL LAW-Pay Plan Amendment**

A LOCAL LAW subject to a permissive referendum to provide for payments of increased compensation for an elective office during their term of office.

COMMITTEE REFERRAL: COMMITTEE ON BUDGET & APPROPRIATIONS

SI. 8. [2024-594](#) **ACT-Pay Plan Amendment**

AN ACT amending Act No. 26-1952 as amended, which amended Act No. 40-1941, entitled "An Act establishing personnel rules in Westchester County service and adopting classification of positions and schedules of pay."

COMMITTEE REFERRAL: COMMITTEE ON BUDGET & APPROPRIATIONS

SI. 9. [2024-595](#) **BOND ACT-BPL44-Public Housing Authority Improvements**

A BOND ACT authorizing the issuance of SEVEN MILLION (\$7,000,000) DOLLARS in bonds of Westchester County to finance a component of Capital Project BPL44 - Public Housing Authority Improvements.

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

SI. 10. [2024-596](#) **ACT-Easement Agreements-Housing Authorities**

AN ACT authorizing the County of Westchester to enter into easement agreements with the following Public Housing Authorities: Greenburgh Housing Authority, New Rochelle Municipal Housing Authority, White Plains Housing Authority and the Municipal Housing Authority for the City of Yonkers and if any, its Rental Assistance Demonstration program affiliates, their successors or assigns, to fund capital improvements, and authorize the County to accept necessary property rights that will remain affordable for a period of not less than fifty (50) years.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS, PUBLIC WORKS & TRANSPORTATION AND HOUSING & PLANNING**SI. 11.2024-597 ENV RES-99 Church Street & 6 Cottage Place, White Plains**

AN ENVIRONMENTAL RESOLUTION determining that Capital Project BPL30 - New Homes Land Acquisition II - 99 Church Street & 6 Cottage Place, White Plains, will have no significant effect on the environment.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS, HOUSING & PLANNING AND PUBLIC WORKS & TRANSPORTATION**SI. 12.2024-598 BOND ACT-BPL30-99 Church Street & 6 Cottage Place, White Plains**

A BOND ACT authorizing the issuance of TEN MILLION (\$10,000,000) DOLLARS in bonds of Westchester County to finance Capital Project BPL30 - 99 Church Street and 6 Cottage Place, White Plains.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS, HOUSING & PLANNING AND PUBLIC WORKS & TRANSPORTATION**SI. 13.2024-599 BOND ACT-BPL1A-99 Church Street & 6 Cottage Place, White Plains**

A BOND ACT authorizing the issuance of FOUR MILLION, FOUR HUNDRED TWENTY THOUSAND (\$4,420,000) DOLLARS in bonds of Westchester County to finance Capital Project BPL1A - 99 Church Street & 6 Cottage Place, White Plains.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS, HOUSING & PLANNING AND PUBLIC WORKS & TRANSPORTATION**SI. 14.2024-600 ACT-Land Acquisition-99 Church Street & 6 Cottage Place, White Plains**

AN ACT authorizing the County of Westchester to purchase approximately +/- 0.93 acres of real property located at 99 Church Street and 6 Cottage Place in the City of White Plains and to subsequently convey said property for the purpose of creating 108 affordable condominium ownership housing units that will affirmatively further fair housing and remain affordable for a period of not less than fifty (50) years.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS, HOUSING & PLANNING AND PUBLIC WORKS & TRANSPORTATION**SI. 15.2024-601 ACT-IMDA-White Plains & WBP Development LLC**

AN ACT authorizing the County of Westchester (the "County") to enter into an inter-municipal developer agreement with the City of White Plains, WBP Development LLC, its successors or assigns, to fund certain infrastructure improvements as well as authorize the County to grant and accept any property rights necessary in furtherance thereof, all for the purpose of constructing 68 affordable condominium ownership units at 99 Church Street in the City of White Plains, that will affirmatively further fair housing and remain affordable for a period of

not less than 50 years.

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

B. COUNTY ATTORNEY

1. [2024-581](#) ACT - Lawsuit Winter v. Luft

AN ACT authorizing the designation and retention of private counsel pursuant to the Laws of Westchester County relating to the lawsuit entitled Winter, et al. v. Luft, et al.

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

2. [2024-585](#) ACT - Settlement to Recover Insurance Proceeds

AN ACT to accept a settlement offer in the amount of THREE HUNDRED TWENTY-FIVE THOUSAND (\$325,000) DOLLARS from the Accredited Surety and Casualty Company for a mediation conducted to recover insurance proceeds.

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

C. LEGISLATORS

1. [2024-580](#) HON. ERIKA PIERCE - Free WC Park Passes for U.S. Military Veterans

A Memo of Legislation proposing U.S. Military Veterans receive free Westchester County Park Passes and all the benefits a Parks Pass provides.

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

2. [2024-587](#) HON. JAMES NOLAN - Mask Transparency Act Correspondence

Forwarding correspondence from the Westchester County Police Association Inc. and Affiliated Police Association of Westchester in support of the "Mask Transparency Act".

COMMITTEE REFERRAL: COMMITTEES ON LEGISLATION AND PUBLIC SAFETY

D. OTHERS

II. NOTICES & PETITIONS

1. [2024-582](#) CLERK OF THE BOARD: Village of Mamaroneck Planning Dept. - Battery Energy Storage Systems

Forwarded by the Clerk of the Board, correspondence from the Village of Mamaroneck Planning Department on a Proposed Local Law establishing a six-month moratorium on Battery Energy Storage Systems.

FOR INFORMATIONAL PURPOSES ONLY - NO COMMITTEE REFERRAL NECESSARY

2. [2024-583](#) **CLERK OF THE BOARD: Pilot Agreement - 30 Water Street, Ossining**

Forwarded by the Clerk of the Board, a PILOT Agreement on behalf of the County of Westchester Industrial Development Agency, an "Application for Real Property Tax Exemption" for 30 Water Street, Ossining.

FOR INFORMATIONAL PURPOSES ONLY - NO COMMITTEE REFERRAL NECESSARY

3. [2024-584](#) **CLERK OF THE BOARD: Amended and Restated Tax Agreement - 155 Elliott Ave., Yonkers**

Forward by the Clerk of the Board, an Amended and Restated Tax Agreement for the property located at 155 Elliott Avenue (a/k/a 155 and 157 Elliott Avenue).

FOR INFORMATIONAL PURPOSES ONLY - NO COMMITTEE REFERRAL NECESSARY

III. STANDING COMMITTEES

1. [2024-539](#) **REAPPT-Parks, Recreation & Conservation Board- Neale, Jr.**

A RESOLUTION reappointing J. Henry Neale, Jr., as a member of the Westchester County Parks, Recreation and Conservation Board, effectively retroactively January 1, 2024 to December 31, 2026.

SUBMITTED BY: COMMITTEE ON APPOINTMENTS

RESOLUTION _____ - 2024

VOTE _____

2. [2024-545](#) **LOCAL LAW-Enter into Lease Agreement-MG MARTINE SPE LLC-11 Martine Avenue, White Plains**

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.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND HUMAN SERVICES

Local Law Intro No. 545 - 2024

VOTE _____

3. [2024-547](#) **LOCAL LAW-Amendments to the Westchester County Plumbing Licensing Law**

A LOCAL LAW amending Chapter 277, Article XV of the Laws of Westchester County relating to the Westchester County plumbing licensing law.

SUBMITTED BY: COMMITTEES ON LEGISLATION, ECONOMIC DEVELOPMENT AND

LABOR & HUMAN RIGHTS

Local Law Intro No. 547 - 2024

VOTE _____

4. [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.

SUBMITTED BY: COMMITTEE ON BUDGET & APPROPRIATIONS

ACT _____ - 2024

VOTE _____

5. [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.

SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC SAFETY

RESOLUTION _____ - 2024

VOTE _____

6. [2024-564](#) ACT - Westchester County Board of Ethics - Covill

AN ACT approving Kitley Covill as a member of the Westchester County Board of Ethics for a term to expire on December 31, 2025.

SUBMITTED BY: COMMITTEE ON APPOINTMENTS

*Please note: This Standing Committee was placed directly into committee for immediate consideration.

ACT _____ - 2024

VOTE _____

7. [2024-568](#) PH - Proposed Inclusion of Additional Parcels to the WC Ag. Dist. No. 1

A RESOLUTION to set a Public Hearing on the proposed inclusion of additional parcels of land within Westchester County Agricultural District No. 1. Public Hearing set for _____, 2024 at _____.m.

SUBMITTED BY: COMMITTEES ON PARKS & ENVIRONMENT AND HOUSING & PLANNING

*Please note: This Standing Committee item was placed directly into committee for

immediate consideration.

RESOLUTION _____ - 2024

VOTE _____

8. [2024-572](#) IMA-Crime Scene Vehicle-Putnam

An ACT authorizing the County of Westchester to lease a Crime Scene Vehicle to the County of Putnam for use by the County of Putnam's Fire Investigation Team.

SUBMITTED BY: COMMITTEE ON BUDGET & APPROPRIATIONS

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

ACT _____ - 2024

VOTE _____

9. [2024-573](#) ENV RES-311 Welcher Avenue, Peekskill

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

SUBMITTED BY: BUDGET & APPROPRIATIONS AND PARKS & ENVIRONMENT

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

RESOLUTION _____ - 2024

VOTE _____

10. [2024-574](#) BOND ACT-BLA1A-Parkland and Historical Preservation Prgm-311 Welcher Avenue, Peekskill

A BOND ACT authorizing the issuance of ONE HUNDRED THOUSAND (\$100,000) DOLLARS in bonds of Westchester County to finance Capital Project BLA1A-Parkland and Historical Preservation Program-311 Welcher Avenue, Peekskill.

SUBMITTED BY: BUDGET & APPROPRIATIONS AND PARKS & ENVIRONMENT

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

BOND ACT _____ - 2024

VOTE _____

11. [2024-575](#) ACT-Land Acquisition-311 Welcher Avenue, Peekskill

AN ACT authorizing the County of Westchester to purchase real property located 311 Welcher Avenue in Peekskill, New York.

SUBMITTED BY: BUDGET & APPROPRIATIONS AND PARKS & ENVIRONMENT

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

ACT _____ - 2024

VOTE _____

12. [2024-576](#) RESO-PH-2025 Westchester County Budget

A Public Hearing on the Proposed 2025 Westchester County Budget for Wednesday, December 4, 2024 at 7:00pm, and designating which papers will publish the Notice Public Hearing.

SUBMITTED BY: COMMITTEE ON BUDGET & APPROPRIATIONS

*Please note: This Standing Committee item was placed directly into committee for immediate consideration.

RESOLUTION _____ - 2024

VOTE _____

13. [2024-577](#) RES-2025 Westchester County Budget - Suspending Rules 9 & 11

A RESOLUTION suspending Rules 9 & 11 of the Rules of the Westchester County Board of Legislators with regard to the 2025 Propose Westchester County Budget.

SUBMITTED BY: COMMITTEE ON BUDGET & APPROPRIATIONS

*Please note: This Standing Committee item was placed directly into committee for immediate consideration.

RESOLUTION _____ - 2024

VOTE _____

14. [2024-578](#) RES-2025 Westchester County Budget - PH Rules for In-person and WebEx Speakers

A RESOLUTION adopting certain rules of conduct for the Public Hearing on the Proposed 2025 Westchester County Budget for in-person and WebEx speakers.

SUBMITTED BY: COMMITTEE ON BUDGET & APPROPRIATIONS

*Please note: This Standing Committee item was placed directly into committee for immediate consideration.

RESOLUTION _____ - 2024

VOTE _____

SI. [15.2024-494](#) Proposed Act Requiring Area Median and Local Area Median Income

AN ACT requiring inclusion of Area Median Income and Local Area Median Income by the Westchester County Department of Planning when a Capital Project which includes affordable housing units is presented to the Westchester County Planning Board.

SUBMITTED BY: COMMITTEES ON LEGISLATION AND HOUSING & PLANNING

ACT _____ - 2024

VOTE _____

SI. [16.2024-565](#) ACT-Retroactively Amend Grant Agreements-NYSOFA-Title III-B, etc.

AN ACT authorizing the County of Westchester to retroactively amend 2023 grant agreements with the New York State Office for the Aging.

SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND VETERANS, SENIORS & YOUTH

ACT _____ - 2024

VOTE _____

SI. [17.2024-566](#) ACT-Tourist Promotion Agency-2025

AN ACT designating the Westchester County Office of Tourism and Film as the Tourist

Promotion Agency for Westchester County for the period from January 1, 2025 through December 31, 2025.

SUBMITTED BY: COMMITTEE ON ECONOMIC DEVELOPMENT

ACT _____ - 2024

VOTE _____

SI. 18.2024-567 RES-Tourist Promotion Agency-2025

A RESOLUTION designating the Westchester County Office of Tourism and Film as the Tourist Promotion Agency for Westchester, as such an agency is defined in the New York State Tourist Promotion Act, for the period from January 1, 2025 through December 31, 2025.

SUBMITTED BY: COMMITTEE ON ECONOMIC DEVELOPMENT

RESOLUTION _____ - 2024

VOTE _____

IV. SPECIAL ORDERS

SI. 1. 2024-386 LOCAL LAW-Pistol License Fees

A LOCAL LAW to amend the Laws of Westchester County by adding a new Chapter 527-a relating to fees charged for a license to carry a pistol or revolver, purchase or take possession of a semiautomatic rifle, and amend or renew such license.

SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND LEGISLATION

Local Law Intro No. 386 - 2024

VOTE _____

MOTIONS, RESOLUTIONS & CALL OF THE DISTRICTS

1. 2024-579 MEMORIAL RESOLUTIONS 18-2024

HON. NANCY BARR: Nina Jones

HON. TERRY CLEMENTS: Richard (Richie Bell) Altobelli, Harry "Chip" Barnett

HON. MARGARET A. CUNZIO: Joseph Roman, Cindy Lou Hite, John Vincent Giammareno

HON. ERIKA PIERCE: Alvah (Al) Jakola, Ana Verrino

LEGISLATORS TUBIOLO, NOLAN, WILLIAMS AND ALVARADO: Lucia Trovato

HON. EMILJANA ULAJ: George Weeks

ADJOURNMENT

Next Meeting: December 9, 2024 at 10am.

RESOLUTION NO. 176 - 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. 545 -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 7:30 p.m. on the 18th day of November 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 October 21, 2024
White Plains, New York

RESOLUTION NO. 178 - 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. 547 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 7:30 p.m. on the 18th day of November, 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.

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.




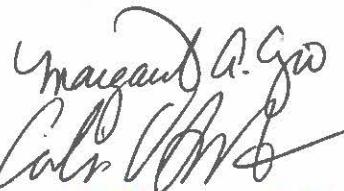

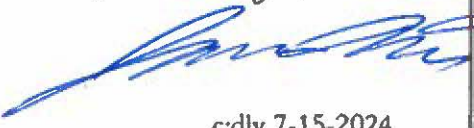






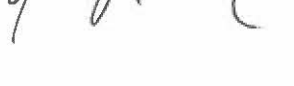


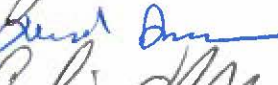





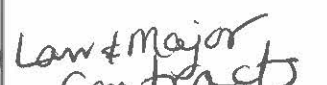








Your Committee has been advised that, in addition to the Lease, the County entered into a license agreement with Million Air permitting it to use approximately 7,192 square feet of undeveloped space adjacent to the Federal Aviation Administration tower ("Lot 2") solely for parking vehicles owned by Million 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

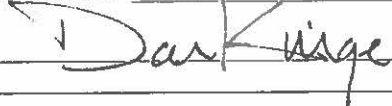
Instructions for Completing

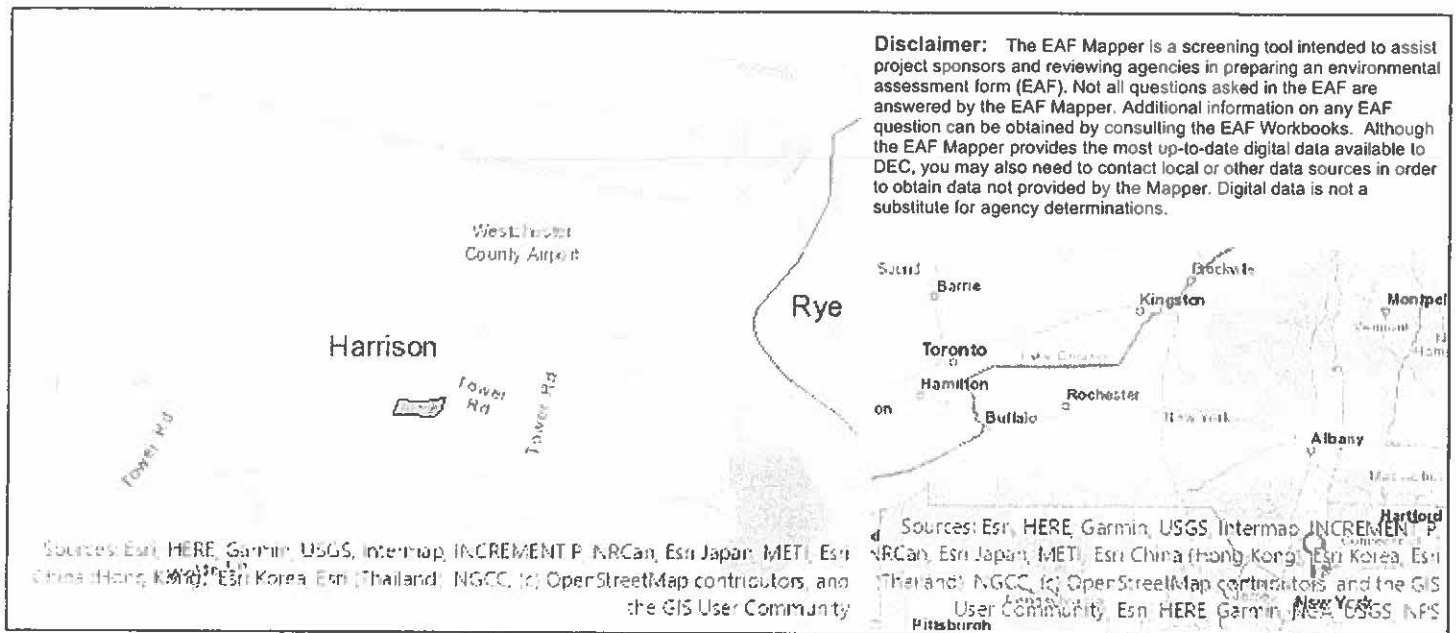
Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. 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, <div style="margin-left: 20px;"> a. Will storm water discharges flow to adjacent properties? b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? </div> If Yes, briefly describe:	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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

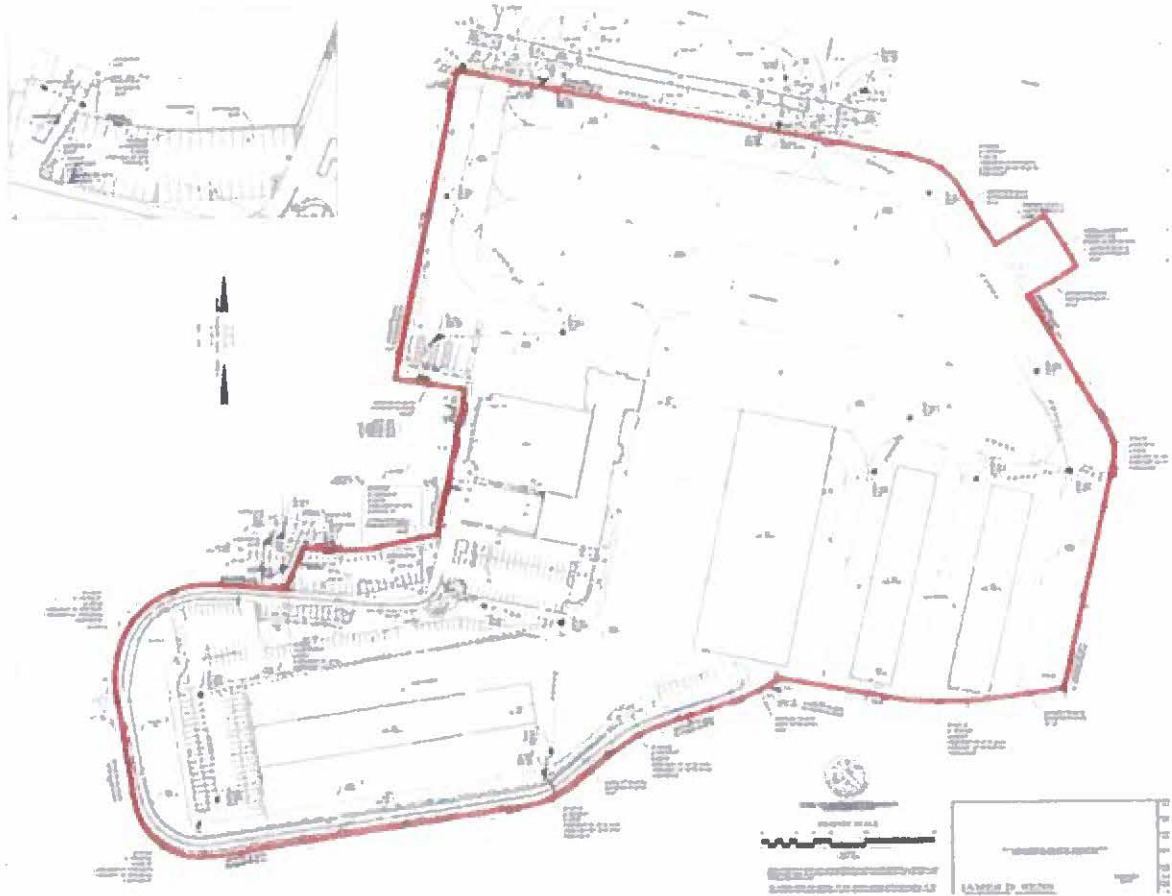
Authorized by the Board of Legislators of the County of Westchester pursuant to Local Law
Intro No. _____ on the _____ day of _____, 202__.

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.

Section 3. The terms and provisions of the lease amendment shall be in substantially the same form as the amendment attached hereto and made a part hereof as Schedule “A”. All other material terms and conditions of the Lease Agreement shall remain unchanged.

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

Section 5. This Local Law shall take effect immediately.

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

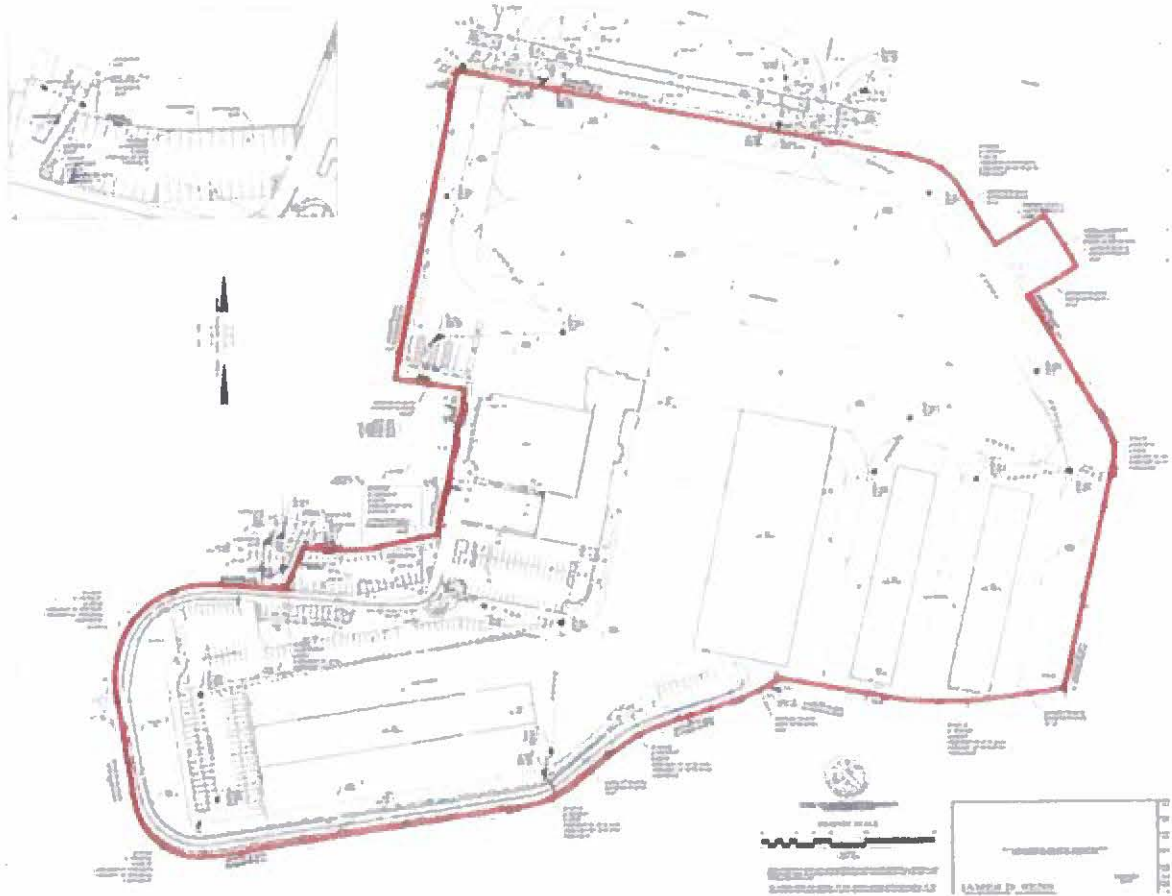
Authorized by the Board of Legislators of the County of Westchester pursuant to Local Law
Intro No. _____ on the _____ day of _____, 202__.

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



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.

November 7, 2024

Honorable Members:

I am pleased to present my seventh budget to your Honorable Board for your consideration.

My 2025 Proposed County Operations Budget totals \$2.5 billion. This budget continues a commitment to programs that meet the needs of Westchester County residents while maintaining the same tax levy as 2024 for the County General Fund. It marks the sixth consecutive year without a levy increase. This is great news for our community as it reflects our dedication to responsible financial management while maintaining steady tax rates. This budget prioritizes key areas such as public safety, emergency preparedness, housing, health and mental health services, as well as environmental and economic development programs. My proposal avoids any financial gimmicks, does not rely on borrowing for operating expenses, and preserves our rainy-day funds.

The fiscal actions that we have taken over the past seven years have restored the County's unrestricted general reserves to \$527 million at the end of 2023. The three major rating agencies have taken notice, as we have the highest rating of AAA from Fitch, a 'positive' outlook from S&P and a "stable" outlook from Moody's. Thanks to our continued strong financial performance, the New York State Comptroller has once again assigned the County a fiscal stress score of zero—the highest possible rating, reflecting exceptional financial stability. Other key measures supporting this fiscal health include adequately reserving for labor contracts, eliminating one-time financial tactics, avoiding borrowing for operating expenses such as pensions and tax certioraris, refraining from using the fund balance, and maintaining cash flow without borrowing.

This budget provides the 4th consecutive year of record funding of \$303 million for public safety. Funding consists of \$78 million for County Police, \$161 million for Department of Correction, \$46 million for Probation and \$18 million for Emergency Services. Included is funding for a new class of correction officers and 308 sworn police officers. Funding is continued for the highly successful HERRO program, which provides recruitment and retention incentives to assist local volunteer emergency service agencies. The Threat Assessment Management (TAM) team in the Department of Public Safety was created to prevent targeted violence through a collaborative team approach.

To meet the health and mental health needs of County residents, we are continuing the many new initiatives that were implemented over the past 7 years. These include partnerships with Federal Qualified Health Center networks, Project Alliance—a multipronged program to address the needs of Westchester County residents with behavioral health challenges—and community vaccination clinics in partnership with the Yonkers School District. We are also developing a Mental Health Outpatient Clinic at 112 East Post Road in White Plains and establishing a lead rental registry to protect Westchester families. Additionally, funding for the telehealth program for seniors and the maternal mortality community programs will continue in this budget.

Office of the County Executive

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

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

westchestercountyny.gov

A significant emphasis has been placed on the need for fair and affordable housing. We launched the Office of Housing Counsel to provide grants for legal services and eviction diversion. The Planning Department partners with local organizations to assist residents access lotteries for affordable rental and homeownership opportunities. We have also enhanced the Fair Housing Community programming through the revitalized Human Rights Commission. The recently released proposed Capital Budget also includes \$50 million in funding for affordable housing development. This operating budget proposal continues funding for various housing subsidy and eviction prevention programs including \$500 thousand for on call planning consultants to expedite implementation of affordable housing and flood mitigation projects.

Environment and climate resiliency initiatives include the Municipal EV charging grant program, Climate Action Council's planning institute technical assistance for NYS grants for municipalities, expansion of free compost giveaway days, continuation of the municipal food waste program and institution of a new program to recycle fats, oil and grease (FOGs) at the Household Material Recovery Facility. Additionally, 304 of our fleet of 325 buses are now hybrid or fully electric greatly reducing our reliance on fossil fuels. The remaining 21 diesel buses will be replaced with hybrid or fully electric buses in 2025.

Access to affordable child care and food security are important issues addressed by this budget. There is \$78 million for childcare subsidies, an increase of \$22 million from the prior year. This budget continues funding for food pantries to address food security.

To further our efforts on the area of economic development, this budget provides for continued MWBE technical assistance and procurement fairs, programs for expansion of the local biosciences sector and workforce development programs in healthcare and clean energy.

I look forward to working with your Honorable Board now and into the future, and pledge the full availability of the Westchester County executive branch as you review my 2025 Proposed Budget over the coming months.

Respectfully submitted,

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

George Latimer
Westchester County Executive

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

Your Committee on Budget and Appropriations is in receipt of a transmittal from the County Executive of his proposed 2025 County Budget and Budget Act making appropriations and levying real property taxes for the support of County Government for the year Two Thousand Twenty-Five.

The Department of Budget has advised that this legislation is necessary for the conduct of County Government for the fiscal year beginning January 1, 2025.

Therefore, the Committee recommends the adoption of the attached Budget Act making appropriations and levying real property taxes for the support of County Government for the year Two Thousand Twenty-Five.

ACT NO. _____ of 2024

AN ACT adopting the County Budget and making appropriations and levying real property taxes for the conduct of the County Government for the year Two Thousand Twenty-Five.

Be it enacted by the Board of Legislators of the County of Westchester as follows:

Section 1. The accompanying County Budget including the current plan and the capital program for the County of Westchester and the several districts therein, as listed below, is hereby adopted for the fiscal year Two Thousand and Twenty-Five:

County of Westchester	
Environmental Facilities, Department of	Saw Mill Valley Sanitary Sewer District
Blind Brook Sanitary Sewer District	South Yonkers Sanitary Sewer District
Bronx Valley Sanitary Sewer District	Upper Bronx Valley Sanitary Sewer District
Central Yonkers Sanitary Sewer District	North Yonkers Pump Station
Hutchinson Valley Sanitary Sewer District	Joint Treatment Plant (Yonkers)
Mamaroneck Valley Sanitary Sewer District	Water Agency
New Rochelle Sanitary Sewer District	County Water District No. 1
North Yonkers Sanitary Sewer District	County Water District No. 2
Ossining Sanitary Sewer District	County Water District No. 3
Peekskill Sanitary Sewer District	County Water District No. 4
Port Chester Sanitary Sewer District	Refuse Disposal District No. 1

Section 2. During the Calendar Year 2025, the Commissioner of Finance shall verify and provide the Board of Legislators quarterly with a statement of the County's cash flow for the General Fund.

Section 3. The several amounts specified in the above mentioned budget under the column heading "Allowed 2025" or so much of such amount as shall be sufficient to accomplish the purposes designated are hereby appropriated for such purposes under the following general classifications:

Personal Service (Code 100 and 101)
Purchase of Equipment (Code 200)
Materials and Supplies (Code 300)
Expenses (Code 400 and 599)
Relief (Code 501)
County Debt Service (Agency 51)
Miscellaneous (Agency 52)
Capital Projects

Section 4. Within 30 days after the close of the Second Quarter and the Fourth Quarter for the Calendar Year 2025, the Commissioner of Finance shall verify and provide the Board of Legislators with:

- (i) A combined statement of the County's cash balances for all accounts
- (ii) A statement of the County's cash balances for all enterprise funds

Section 5. With respect to the Executive Branch of County government, the positions shown in the budget are hereby authorized, created and/or continued and the number appearing on the line items of the positions shall be the number of positions under such title.

Section 6. All elective officers, appointive officers and other positions are to be paid at salaries set in accordance with the provisions of the personnel rules and amendments thereto adopted by this Board and with respect to the Executive Branch of County government, may be filled only in accordance with procedures approved by the County Executive.

Section 7. Where personal service is required to accomplish the intended purpose of an appropriation, such personal service may be employed in accordance with the provision of the personnel rules and amendments thereto adopted by the Board, when approved and allocated by the Budget Director as appropriate.

Section 8. Where personnel are employed under a trust or grant, such employment shall terminate at the expiration of the funds provided by the trust or grant.

Section 9. The Commissioner of Finance is hereby authorized to advance from funds on hand to Year 2025 Budget accounts such amounts as may be required, pending receipt of taxes and/or other revenues.

Section 10. Transfer of appropriations between departments and transfer of appropriations between a department and the Miscellaneous Budget are made upon the prior recommendation of the County Executive with the prior authorization of the County Board of Legislators.

Section 11. Transfer of appropriations between general classifications of expenditures within the same department and transfers of appropriations between account lines in the Miscellaneous Budget are made with the prior authorization of the County Executive on the recommendation of the Budget Director and with the prior approval of the Committee of the County Board designated by resolution of such Board.

Section 12. The "Trusts" section presented after the operating budget of a department is provided for informational purposes only. Adoption of this budget act shall not be considered to be acceptance of any grant requiring the expenditure of County funds.

Section 13. The invalidity of any provisions, paragraphs, or portions of this Act shall have no effect upon the validity of any other part or portion hereof. Should any provision(s) of this Act be held by a court of competent jurisdiction to be invalid or for any reason unenforceable, the remainder shall nonetheless be of full force and effect.

Section 14. The amounts of the County and Special District Taxes for 2025 resulting from the County Budget are hereby fixed and determined as indicated below:

County of Westchester:		
Metropolitan Transportation Authority	33,125,466	
Metropolitan Commuter Transportation Mobility Tax	1,705,000	
County Operating Purposes	507,365,761	
Total County		542,196,227
Special Districts:		
Blind Brook Sanitary Sewer District		11,248,615
Bronx Valley Sanitary Sewer District		32,502,913
Central Yonkers Sanitary Sewer District		2,330,942
Hutchinson Valley Sanitary Sewer District		9,975,015
Mamaroneck Valley Sanitary Sewer District		22,467,931
New Rochelle Sanitary Sewer District		20,130,744
North Yonkers Sanitary Sewer District		6,456,816
Ossining Sanitary Sewer District		5,372,604
Peekskill Sanitary Sewer District		6,711,096
Port Chester Sanitary Sewer District		3,880,307
Saw Mill Valley Sanitary Sewer District		20,155,623
South Yonkers Sanitary Sewer District		2,725,017
Upper Bronx Valley Sanitary Sewer District		1,925,508
County Water District No. 1		4,698,623
Refuse Disposal District No. 1		62,716,478

Section 15. The foregoing amounts are hereby levied and assessed upon the real property liable therefore in the County, and in the several special districts indicated.

Section 16. This ACT shall take effect immediately.

DATED: December _____, 2024
White Plains, New York



George Latimer
County Executive

November 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 review and approval is an act (the "Act") which, if adopted, would authorize the County of Westchester (the "County"), acting by and through its Department of Senior Programs and Services (the "Department"), to retroactively amend grant agreements (individually the "Grant Agreement" and collectively the "Grant Agreements") with New York State, through its Office for the Aging ("NYSOFA"), for the following programs: the Community Services for the Elderly Program ("CSE"), the Expanded In-home Services for the Elderly Program ("EISEP"), the Wellness in Nutrition Program ("WIN"), and the Nutrition Service Incentive Program ("NSIP"). The proposed Act will: (i) retroactively authorize the County to amend the Grant Agreements to increase funding under the CSE Program by \$94,027, under the EISEP Program by \$482,144, and under the combined WIN/NSIP Programs by \$83,405; and (ii) retroactively extend the term of the Grant Agreement for the EISEP Program through December 31, 2024.

By way of background, on April 3, 2023, by Act No. 63-2023, your Honorable Board authorized the County to enter into various Grant Agreements with NYSOFA to accept grant funds made available to the County from NYSOFA under, *inter alia*, the CSE, EISEP, and WIN/NSIP programs. The term of the Grant Agreements commenced on April 1, 2023 and continued through March 31, 2024, except for the Grant Agreement for NSIP which commenced on October 1, 2022 and continued through September 30, 2023.

Thereafter, on October 16, 2023, by Act No. 212-2023, your Honorable Board authorized the County, *inter alia*, to retroactively amend the Grant Agreements authorized by Act No. 63-2023 in order to increase the amount of CSE funding by \$197,620 and the amount of WIN/ NSIP funding by \$199,202.

NYSOFA recently informed the Department that it has increased funding under the Grant Agreements for the CSE, EISEP and the combined WIN/NSIP programs. In order for the County to receive this additional funding, it will be necessary to retroactively amend the Grant Agreements, as set forth below:

Grant Amounts:

	CSE	EISEP	WIN/NSIP
Original Grant Amount	\$1,620,270	\$2,536,575	\$1,213,575
Amount of first (1 st) increase	+\$197,620	N/A	+\$199,202
Amount of this increase	+\$94,027	+482,144	+83,405
Total Amended Grant Amount	\$1,911,917	\$3,018,719	\$1,496,182

Additionally, the Department requested and was granted authorization from NYSOFA to extend the term of the EISEP Grant Agreement from April 1, 2024 through December 31, 2024 in order to optimize utilization of the EISEP grant funds. Accordingly, authority is respectfully requested to further amend the EISEP Grant Agreement with NYSOFA for the purpose of extending the term thereof through December 31, 2024. It should be noted that any unexpended funds remaining during the extension period of the EISEP Grant Agreement will be utilized by the Department (at the discretion of the Commissioner of the Department) for Department salaries and/or to increase the contract amount for agreements with home care agencies.


The additional funds provided under the CSE, and the combined WIN/NSIP Grant Agreements will be utilized by the Department for direct services to seniors.

Except as specifically amended hereby, all remaining terms and conditions contained in the Grant Agreements shall remain in full force and effect upon the parties.

It should be noted that the Grant Agreements with NYSOFA do not constitute a procurement of goods or services. As such, the requirements of the Westchester County Procurement Policy and Procedures do not apply.

The Grant Agreements with NYSOFA are intended to benefit the County by assisting in the provision of grant-funded services to its residents. Accordingly, I believe amending these Grant Agreements to increase funding is in the best interest of the County and, therefore, recommend your favorable action on the annexed proposed Act.

Sincerely,


~~George Lefimer~~ *Kenneth Jenkins*
~~County Executive~~ *Acting County Executive*

GL/MC/SJ

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

Your Committee is in receipt of a communication from the County Executive recommending the approval of an act (the “Act”), which, if adopted, would authorize the County of Westchester (the “County”), acting by and through its Department of Senior Programs and Services (the “Department”), to retroactively amend grant agreements (individually the “Grant Agreement” and collectively the “Grant Agreements”) with New York State, through its Office for the Aging (“NYSOFA”), for the following programs: the Community Services for the Elderly Program (“CSE”), the Expanded In-home Services for the Elderly Program (“EISEP”), the Wellness in Nutrition Program (“WIN”), and the Nutrition Service Incentive Program (“NSIP”). The proposed Act will: (i) retroactively authorize the County to amend the Grant Agreements to increase funding under the CSE Program by \$94,027, under the EISEP Program by \$482,144, and under the combined WIN/NSIP Programs by \$83,405; and (ii) retroactively extend the term of the Grant Agreement for the EISEP Program from April 1, 2024 through December 31, 2024.

Your Committee is advised that on April 3, 2023, by Act No. 63-2023, your Honorable Board authorized the County to enter into various Grant Agreements with NYSOFA to accept grant funds made available to the County from NYSOFA under, *inter alia*, the CSE, EISEP, and WIN/NSIP programs. The term of the Grant Agreements commenced on April 1, 2023 and continued through March 31, 2024, except for the Grant Agreement for NSIP which commenced on October 1, 2022 and continued through September 30, 2023.

Your Committee is advised that on October 16, 2023, by Act No. 212-2023, your Honorable Board authorized the County, *inter alia*, to retroactively amend the Grant Agreements authorized by Act No. 63-2023 in order to: increase the amount of CSE funding by \$197,620, and the combined WIN /NSIP funding by \$199,202.

Your Committee is advised that NYSOFA subsequently informed the Department that it has increased funding under the Grant Agreements for the CSE, EISEP and the combined WIN/NSIP Programs. In order for the County to receive this additional funding, it will be necessary to retroactively amend the Grant Agreements, as set forth below:

Grant Amounts:

	CSE	EISEP	WIN/NSIP
Original Grant Amount	\$1,620,270	\$2,536,575	\$1,213,575
Amount of first (1 st) increase	+\$197,620	N/A	+\$199,202
Amount of this increase	+\$94,027	+482,144	+83,405
Total Amended Grant Amount	\$1,911,917	\$3,018,719	\$1,496,182

Additionally, your Committee is advised that the Department requested and was granted authorization from NYSOFA to extend the term of the EISEP Grant Agreement from April 1, 2024 through December 31, 2024 in order to optimize utilization of the grant funds. Accordingly, authority is respectfully requested to further amend the EISEP Grant Agreement with NYSOFA for the purpose of extending the term thereof through December 31, 2024. It should be noted that any unexpended funds remaining during the extension period of the EISEP Grant Agreement will be utilized by the Department (at the discretion of the Commissioner of the Department) for Department salaries and/or to increase the contract amount for agreements with home care agencies.

Your Committee is further advised that the additional funds provided under the CSE, and WIN/NSIP Grant Agreements will be utilized by the Department for direct services to seniors.

Except as specifically amended hereby, all remaining terms and conditions contained in the Grant Agreements shall remain in full force and effect upon the parties.

Your Committee is informed that the Grant Agreements with NYSOFA do not constitute a procurement of goods or services. As such, the requirements of the Westchester County Procurement Policy and Procedures do not apply.

The Planning Department has advised that based on its review, the proposed amendments to the aforementioned Grant Agreements do not meet the definition of an “action” under the State Environmental Quality Review Act, 6 NYCRR part 617. As such, no environmental review is required. Please refer to the memorandum from the Department of Planning dated January 8, 2024, which is on file with the Clerk of the Board of Legislators.

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

Your Committee believes that amending the Grant Agreements to increase funding is in the best interest of the County and, therefore, recommends your Honorable Board's favorable action on the annexed proposed Act.

Dated: _____, 2024
White Plains, New York

C// **COMMITTEE ON**

FISCAL IMPACT STATEMENT

SUBJECT: EISEP ☐ 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 \$ 4077459

Total Current Year Revenue \$ 3018719

Source of Funds (check one): ☒ Current Appropriations

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

Identify Accounts: 24-101-4957

263-85-T048

Potential Related Operating Budget Expenses: Annual Amount \$ 1058740

Describe: County Match Funds required in order to receive EISEP State funding.

Potential Related Revenues: Annual Amount \$ 3018719

Describe: Funding received from the New York State Office for the Aging for Expanded In-Home Services to the Elderly.

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

Current Year: Without these funds, the Department would not be able to provide In-Home Personal Care Services, Case Management, Personal Emergency Response Systems, In-Home Contact & Support and Adult Day Care to seniors in Westchester.

Next Four years:

Estimated to be same as above each year.

Prepared by: Sandra Brown

Title: Director of Program Development II

Department: Senior Programs & Svcs.

Reviewed By: 

Budget Director

11/6/24

If you need more space, please attach additional sheets.

FISCAL IMPACT STATEMENT

SUBJECT: WIN/NSIP

☐ 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 \$ 1496182

Total Current Year Revenue \$ 1496182

Source of Funds (check one): ☒ Current Appropriations

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

Identify Accounts: 263-85-T928

Potential Related Operating Budget Expenses: Annual Amount \$ 0

Describe: _

Potential Related Revenues: Annual Amount \$ 1496182

Describe: Funding is received from the New York State Office for the Aging for the Wellness in Nutrition Program

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

Current Year: Without these funds, the Department would not be able to provide Home Delivered Meals and Nutrition Education and counseling to seniors in Westchester County.

Next Four years:

Estimated to be same as above each year.

Prepared by: Sandra Brown

Title: Director of Program Development II

Department: Senior Programs & Svcs.

240 Reviewed By: 

Budget Director
11/6/24

If you need more space, please attach additional sheets.

FISCAL IMPACT STATEMENT

SUBJECT: CSE ☐ 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 \$ 2503479

Total Current Year Revenue \$ 1911917

Source of Funds (check one): ☒ Current Appropriations

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

Identify Accounts: 101-24-4957

263-85-T047

Potential Related Operating Budget Expenses: Annual Amount \$ 591562

Describe: County Match Funds required in order to receive CSE State funding.

Potential Related Revenues: Annual Amount \$ 1911917

Describe: Funding received from the New York State Office for the Aging for Community Services for the Elderly.

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

Current Year: Without these funds, the Department would not be able to provide Case Management, Information & Assistance; Senior Center Recreation & Education, Health Promotion, Transportation, Food Distribution, Food Stamp Counseling and volunteer programs to seniors in Westchester County.

Next Four years:

Estimated to be same as above each year.

Prepared by: Sandra Brown

Title: Director of Program Development II

Department: Senior Programs & Svcs.

Reviewed By: 

Budget Director

11/6/24

If you need more space, please attach additional sheets.

AN ACT authorizing the County of Westchester to retroactively amend grant agreements with the New York State Office for the Aging to increase funding under the 2023-24 CSE and EISEP programs, and under the 2022-2024 combined WIN/NSIP programs, and to extend the EISEP Grant Agreement term through December 31, 2024

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

Section 1. The County of Westchester (the “County”), acting by and through its Department of Senior Programs & Services (the “Department”), is hereby authorized to retroactively amend grant agreements (individually the “Grant Agreement” and collectively the “Grant Agreements”) with New York State, through its Office for the Aging (“NYSOFA”), for the following programs: the 2023-24 Community Services for the Elderly Program (“CSE”), the 2023-24 Expanded In-home Services for the Elderly Program (“EISEP”), and the 2022-24 combined Wellness in Nutrition Program (“WIN”) and the Nutrition Service Incentive Program (“NSIP”), in order to: (i) increase funding under the CSE Program by \$94,027, under the EISEP Program by \$482,144, and under the combined WIN/NSIP Programs by \$83,405 as follows:

Grant Amounts:

	CSE	EISEP	WIN/NSIP
Original Grant Amount	\$1,620,270	\$2,536,575	\$1,213,575
Amount of first (1 st) increase	+\$197,620	N/A	+\$199,202
Amount of this increase	+\$94,027	+482,144	+83,405
Total Amended Grant Amount	\$1,911,917	\$3,018,719	\$1,496,182

§2. The County is hereby further authorized to retroactively amend the EISEP Grant Agreement to extend the term thereof from April 1, 2024 through December 31, 2024.

§3. Except as specifically amended hereby, all remaining terms and conditions contained in the Grant Agreements with NYSOFA, as previously amended, shall remain in full force and effect upon the parties.

§4. This Act shall take effect immediately.



George Latimer
County Executive

November 13, 2024

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

Dear Members of the Board of Legislators:

Transmitted herewith for your review and approval are three bond acts ("Bond Acts") of the County of Westchester ("County") related to capital project RD017 – Material Recovery Facility and Transfer Station Rehabilitation ("RD017") as follows:

- (1) an Amending Bond Act which would reduce the amount of bonds authorized by Bond Act No. 99-2019 from \$7,500,000 to \$4,700,000, a decrease of \$2,800,000 ("Bond Act Amending 99-2019");
- (2) an Amending Bond Act which would reduce the amount of bonds authorized by Bond Act No. 85-2020 from \$300,000 to \$170,000 ("Bond Act Amending 85-2020"), a decrease of \$130,000; and
- (3) a Bond Act which would amend Bond Act No. 215-2023, which authorized the County to issue bonds for design, construction management, and construction for various improvements to transfer stations and the Materials Recovery Facility in and for the County's Refuse Disposal District No. 1 ("District"). This bond act would increase the estimated maximum amount and the amount of bonds authorized by \$2,930,000 to \$18,760,000, representing a consolidation of (i) \$2,800,000 from Act No. 99-2019, and (ii) \$130,000 from Act No. 85-2020 ("Consolidated Bond Act Amending 215-2023").

It should be noted that Bond Act Amending 99-2019 and Bond Act Amending 85-2020 do not authorize the issuance of additional bonds or change the existing authorization or purpose in any way, other than by preventing any additional issuance of bonds thereunder. Furthermore, in the aggregate Bond Act Amending 99-2019 and Bond Act Amending 85-2020 would decrease the total amount authorized for RD017 by \$2,930,000.

The Department of Environmental Facilities ("Department") has advised that the Bond Acts are necessary to consolidate and reallocate unissued bond authorizations of prior bond act numbers 85-2020 and 99-2019 into 215-2023. Through dedicated efforts to reduce costs where possible, the Refuse and Recycling Division ("Division") of the Department has realized cost savings in connection with certain bonded projects.

Bond Act 85-2020 involved a study of the Yonkers Transfer Station Facility for redundancy, which has been completed for less than the budgeted amount. Therefore, the Department seeks to reallocate the remaining bonding to other projects.

Office of the County Executive

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

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

westchestergov.com


Additionally, Bond Act 99-2019 authorized financing for a large-scale project at the Yonkers Transfer Station related to a New York State Department of Environmental Conservation ("NYSDEC") Consent Order. During design, several project stages were developed. A basin was designed and implemented as the first phase of the project. Following completion of the basin, an extended sampling period was implemented by NYSDEC. At this time, NYSDEC has indicated that it is satisfied with the operation of the basin and is not directing further work. Accordingly, the Department is seeking to use the remaining bonding allowance for other projects.

Bond Act 215-2023 authorized financing for facility and processing upgrades at the District Transfer Stations and Material Recovery Facility ("MRF"), for which design is and/or will be undertaken by a consultant, and procurement will be managed in house. The first project expected to be completed under RD017 is the Yonkers transfer station/MRF roofs and related equipment. Design for that component was already has a completed and the Department of Public Works and Transportation is in the process of preparing bid documents. It is estimated that construction will take nine months to complete and will begin after award and execution of the construction contracts.

The Department has further advised that these components of RD017 have previously received financing approval of your Honorable Board, and RD017 has previously received approval by the New York State Comptroller ("Comptroller") in accordance with Section 268 of the New York State County Law by an Order of the Comptroller dated January 26, 2018.

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

Sincerely,


~~George Latimer~~ *Kenneth Jenkins*
~~Westchester County Executive~~
Acting County Executive

Attachments

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

Your Committee is in receipt of an amended bond act, prepared by the law firm Norton Rose Fulbright, which would reduce the amount of bonds of the County of Westchester (“County”) authorized by prior Bond Act No. 99-2019 to finance Capital Project RD017 – Material Recovery Facility and Transfer Station Rehabilitation (“RD017”) from \$7,500,000 to \$4,700,000, a decrease of \$2,800,000 (“Bond Act Amending 99-2019”).

The Bond Act Amending 99-2019 would finance the costs of design, construction management and construction of leachate collection facilities at the County’s Yonkers Material Recovery Facility and Transfer Station in the amount of \$4,700,000. It should be noted that Bond Act Amending 99-2019 would not authorize the issuance of additional bonds or change the existing authorization or purpose in any way, other than by preventing any additional issuance of bonds thereunder.

The Department of Environmental Facilities (“Department”) has advised that the Bond Act Amending 99-2019 is one of three necessary to consolidate and reallocate unissued bond authorizations of prior bond act numbers 85-2020 and 99-2019 into 215-2023. Through dedicated efforts to reduce costs where possible, the Refuse and Recycling Division (“Division”) of the Department has realized cost savings in connection with certain bonded projects.

The Department has further advised that Bond Act 99-2019 authorized financing for a large-scale project at the Yonkers Transfer Station related to a New York State Department of Environmental Conservation (“NYSDEC”) Consent Order. During design, several project stages were developed. A basin was designed and implemented as the first phase of the project. Following completion of the basin, and extended sampling period was implemented by NYSDEC. At this time, NYSDEC has indicated that it is satisfied with the operation of the basin and is not directing further work. Accordingly, the Department is seeking to use the remaining bonding allowance for other projects.

The Department has further advised that these components of RD017 have previously received bonding approval, and RD017 has previously received approval by the New York State Comptroller (“Comptroller”) in accordance with Section 268 of the New York State County Law by an Order of the Comptroller dated January 26, 2018.

The Department of Planning has advised your Committee that based on its review, RD017 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: _____, 20____.
White Plains, New York

COMMITTEE ON

CMG:10/22/24

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:
RD017 Material Recovery Facility and Transfer Station Rehabilitation**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on
09-03-2024 (Unique ID: 2668)

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)(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/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
Nat Federici, Deputy Commissioner, Dept. of Environmental Facilities
Dianne Vanadia, Associate Budget Director
Susan Darling, Chief Planner
Michael Lipkin, Associate Planner
Claudia Maxwell, Principal Environmental Planner

ACT NO. _____ - 202__

BOND ACT DATED _____, 202__.

A BOND ACT AMENDING ACT NO. 99-2019, WHICH AUTHORIZED THE ISSUANCE OF \$7,500,000 BONDS OF THE COUNTY OF WESTCHESTER, NEW YORK, TO PAY THE DESIGN, CONSTRUCTION MANAGEMENT AND CONSTRUCTION COSTS OF LEACHATE COLLECTION FACILITIES AT THE YONKERS MATERIAL RECOVERY FACILITY AND TRANSFER STATION, IN AND FOR THE BENEFIT OF THE COUNTY'S REFUSE DISPOSAL DISTRICT NO. 1, TO REDUCE THE ESTIMATED MAXIMUM COST AND AMOUNT OF BONDS AUTHORIZED BY \$2,800,000.

WHEREAS, pursuant to Act No. 99-2019, dated June 3, 2019, the Board previously authorized the issuance of \$7,500,000 bonds to finance the cost of the design, construction management and construction costs of leachate collection facilities at the Yonkers Material Recovery Facility and Transfer Station in and for the benefit of the County's Refuse Disposal District No. 1; and

WHEREAS, \$4,005,147 obligations have heretofore been issued under Bond Act No. 99-2019; and

WHEREAS, it is now desired to (i) reduce the estimated maximum cost and amount of bonds authorized under Act No. 99-2019 by \$2,800,000, leaving \$4,700,000 authorized herein, and (ii) by separate bond act, transfer and consolidate the \$2,800,000 bonds authorized under Act No. 99-2019 into Act No. 215-2023; and

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 entire voting strength of said Board), AS FOLLOWS:

Section (A): The Bond Act duly adopted by this Board on June 3, 2019, entitled:

ACT NO. 99-2019.

A BOND ACT AUTHORIZING THE ISSUANCE OF \$7,500,000 BONDS OF THE COUNTY OF WESTCHESTER, NEW YORK, TO PAY THE DESIGN,

CONSTRUCTION MANAGEMENT AND CONSTRUCTION COSTS OF LEACHATE
COLLECTION FACILITIES AT THE YONKERS MATERIAL RECOVERY FACILITY
AND TRANSFER STATION, IN, AND FOR THE BENEFIT OF, THE COUNTY'S
REFUSE DISPOSAL DISTRICT NO. 1.

is hereby amended to read as follows:

A BOND ACT AUTHORIZING THE ISSUANCE OF \$4,700,000 BONDS OF THE
COUNTY OF WESTCHESTER, NEW YORK, TO PAY THE DESIGN,
CONSTRUCTION MANAGEMENT AND CONSTRUCTION COSTS OF LEACHATE
COLLECTION FACILITIES AT THE YONKERS MATERIAL RECOVERY FACILITY
AND TRANSFER STATION, IN, AND FOR THE BENEFIT OF, THE COUNTY'S
REFUSE DISPOSAL 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, all conditions precedent to the financing of the capital purposes hereinafter
described, including compliance with the provisions of the State Environmental Quality Review Act
to the extent required, have been performed; and

WHEREAS, it is now desired to authorize the financing of such capital project; 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 1. For the class of objects or purposes of financing the design, construction
management and construction costs of leachate collection facilities at the Yonkers Material Recovery
Facility and Transfer Station, including incidental expenses in connection therewith, there are hereby
authorized to be issued \$4,700,000 bonds of said County pursuant to the provisions of the Local
Finance Law. To the extent that the details of the aforesaid class of objects or purposes set forth in
this act are inconsistent with any details set forth in the current Capital Budget of the County, such
Budget shall be deemed and is hereby amended to the extent inconsistent herewith.

Section 2. It is hereby determined that the estimated maximum cost of the aforesaid class of objects or purposes is \$4,700,000, and that the plan for the financing thereof is by the issuance of the \$4,700,000 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 twenty-five years pursuant to subdivision six of paragraph a of Section 11.00 of the Local Finance Law.

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

Section 5. The faith and credit of the County of Westchester, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such obligations as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year. To the extent not paid from the assessment of properties assessable for this purpose in the County's Refuse Disposal 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 of Finance'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 moneys are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 15. This Bond Act, which shall take effect immediately in accordance with the provisions of Section 33.10 of the Local Finance Law and as provided in Section 107.71 of the Westchester County Charter, shall be published in summary form in the official newspaper of said County for purposes of this Bond Act, together with a notice of the Clerk of the Board of Legislators in substantially the form provided in Section 81.00 of the Local Finance Law.

Section (B). The amendments 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 immediately upon approval by the County Executive. No legal notice, as described in Section 81.00 of the Local Finance Law, is required to be published in connection with this Act, as this Act does not increase the amount of bonds previously authorized.

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: _____

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

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

Your Committee is in receipt of an amended bond act, prepared by the law firm Norton Rose Fulbright, which would reduce the amount of bonds of the County of Westchester (“County”) authorized by prior Bond Act No. 85-2020 to finance Capital Project RD017 – Material Recovery Facility and Transfer Station Rehabilitation (“RD017”) from \$300,000 to \$170,000, a decrease of \$130,000 (“Bond Act Amending 85-2020”).

The Bond Act Amending 85-2020 would finance the costs of for a study to evaluate the Material Recovery Facility and four Solid Waste Transfer Stations for building and equipment upgrades or replacement, in and for, the benefit of the County’s Refuse Disposal District No. 1 in the amount of \$170,000. It should be noted that Bond Act Amending 85-2020 would not authorize the issuance of additional bonds or change the existing authorization or purpose in any way, other than by preventing any additional issuance of bonds thereunder.

The Department of Environmental Facilities (“Department”) has advised that Bond Act Amending 85-2020 is one of three necessary to consolidate and reallocate unissued bond authorizations of prior bond act numbers 85-2020 and 99-2019 into 215-2023. Through dedicated efforts to reduce costs where possible, the Refuse and Recycling Division (“Division”) of the Department has realized cost savings in connection with certain bonded projects.

Bond Act 85-2020 involved a study of the Yonkers Transfer Station Facility for redundancy, which has been completed for less than the budgeted amount. Therefore, the Department seeks to reallocate the remaining bonding to other projects.

The Department has further advised that these components of RD017 have previously received bonding authorization, and RD017 has previously received approval by the New York State Comptroller (“Comptroller”) in accordance with Section 268 of the New York State County Law by an Order of the Comptroller dated January 26, 2018.

The Department of Planning has advised your Committee that based on its review, RD017 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: _____, 20____.
White Plains, New York

COMMITTEE ON

C:MG:10 22 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:
RD017 Material Recovery Facility and Transfer Station Rehabilitation**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on
09-03-2024 (Unique ID: 2668)

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)(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/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
Nat Federici, Deputy Commissioner, Dept. of Environmental Facilities
Dianne Vanadia, Associate Budget Director
Susan Darling, Chief Planner
Michael Lipkin, Associate Planner
Claudia Maxwell, Principal Environmental Planner

ACT NO. _____ - 202__

BOND ACT DATED _____, 202__.

A BOND ACT AMENDING ACT NO. 85-2020, WHICH AUTHORIZED THE ISSUANCE OF \$300,000 BONDS OF THE COUNTY OF WESTCHESTER, NEW YORK, TO FINANCE A STUDY TO EVALUATE THE MATERIAL RECOVERY FACILITY AND FOUR SOLID WASTE TRANSFER STATIONS FOR BUILDING AND EQUIPMENT UPGRADES OR REPLACEMENT, IN AND FOR, THE BENEFIT OF THE COUNTY'S REFUSE DISPOSAL DISTRICT NO. 1, TO REDUCE THE ESTIMATED MAXIMUM COST AND AMOUNT OF BONDS AUTHORIZED BY \$130,000.

WHEREAS, pursuant to Act No. 85-2020, dated May 18, 2020, the Board previously authorized the issuance of \$300,000 bonds to finance a study to evaluate the Material Recovery Facility and four Solid Waste Transfer Stations for building and equipment upgrades or replacement in and for the benefit of the County's Refuse Disposal District No. 1; and

WHEREAS, no obligations have been issued thereunder; and

WHEREAS, it is now desired to (i) reduce the estimated maximum cost and amount of bonds authorized under Act No. 85-2020 by \$130,000, leaving \$170,000 authorized herein, and (ii) by separate bond act, transfer and consolidate the \$130,000 bonds authorized under Act No. 85-2020 into Act No. 215-2023; and

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 entire voting strength of said Board), AS FOLLOWS:

Section (A): The Bond Act duly adopted by this Board on May 18, 2020, entitled:

ACT NO. 85-2020.

A BOND ACT AUTHORIZING THE ISSUANCE OF \$300,000 BONDS OF THE COUNTY OF WESTCHESTER, NEW YORK, TO FINANCE A STUDY TO EVALUATE THE MATERIAL RECOVERY FACILITY AND FOUR SOLID WASTE TRANSFER STATIONS FOR BUILDING AND EQUIPMENT UPGRADES OR

REPLACEMENT, IN AND FOR, THE BENEFIT OF THE COUNTY'S REFUSE DISPOSAL DISTRICT NO. 1.

is hereby amended to read as follows:

A BOND ACT AUTHORIZING THE ISSUANCE OF \$170,000 BONDS OF THE COUNTY OF WESTCHESTER, NEW YORK, TO FINANCE A STUDY TO EVALUATE THE MATERIAL RECOVERY FACILITY AND FOUR SOLID WASTE TRANSFER STATIONS FOR BUILDING AND EQUIPMENT UPGRADES OR REPLACEMENT, IN AND FOR, THE BENEFIT OF THE COUNTY'S REFUSE DISPOSAL 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, all conditions precedent to the financing of the capital project hereinafter described, including compliance with the provisions of the State Environmental Quality Review Act, to the extent required, have been performed; and

WHEREAS, it is now desired to authorize the financing of such capital project; 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 for a study to evaluate the Material Recovery Facility and four Solid Waste Transfer Stations for building and equipment upgrades or replacement, in and for, the benefit of the County's Refuse Disposal District No. 1, a specific object or purpose, there are hereby authorized to be issued \$300,000 bonds of said County pursuant to the provisions of the Local Finance Law. To the extent that the details of the aforesaid specific object or purpose set forth in this act are inconsistent with any details set forth in the current Capital Budget of the County, such Budget shall be deemed and is hereby amended to the extent inconsistent herewith.

Section 2. It is hereby determined that the estimated maximum cost of the aforesaid specific object or purpose is \$300,000, and that the plan for the financing thereof is by the issuance of the \$300,000 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 specific object or purpose 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 paid from the assessment of properties assessable for this purpose in the County's Refuse Disposal 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 specific object or purpose 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.

Section (B). The amendments 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 immediately upon approval by the County Executive. No legal notice, as described in Section 81.00 of the Local Finance Law, is required to be published in connection with this Act, as this Act does not increase the amount of bonds previously authorized.

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: _____

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

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

Your Committee is in receipt of an amended bond act, prepared by the law firm Norton Rose Fulbright, which would amend Bond Act No. 215-2023, which authorized the County of Westchester (“County”) to issue bonds for design, construction management, and construction for various improvement to transfer stations and the Materials Recovery Facility in and for the County’s Refuse Disposal District No. 1 (“District”) in connection with Capital Project RD017 – Material Recovery Facility and Transfer Station Rehabilitation (“RD017”) by (1) increasing the estimated maximum amount and the amount of bonds authorized for said purpose by \$2,930,000 to \$18,760,000, and (2) representing a consolidation of (i) \$2,800,000 from Act No. 99-2019, plus (ii) \$130,000 from Act No. 85-2020 (“Bond Act Amending 85-2020”).

The Bond Act Amending 215-2023 would authorize \$18,760,000 in bonds of the County to finance the costs of design, construction management and construction costs for various improvements to transfer stations and the Materials Recovery Facility for the District, including, but not limited to, incidental expenses in connection therewith, replacement of new compactors and optical sorters, reconstruction of paper bunkers, rehabilitation of tipping floors, reconstruction of the roof with reinforcement for the potential installation of solar panels.

The Department of Environmental Facilities (“Department”) has advised that the Consolidated Bond Act Amending 215-2023 is necessary to consolidate and reallocate unissued bond authorizations of prior bond act numbers 85-2020 and 99-2019 into 215-2023. Through dedicated efforts to reduce costs where possible, the Refuse and Recycling Division (“Division”) of the Department has realized cost savings in connection with certain bonded projects.

Bond Act 215-2023 authorized financing for facility and processing upgrades at the District Transfer Stations and Material Recovery Facility (“MRF”), for which design is and/or will be undertaken by a consultant, and procurement will be managed in house. The first project expected to be completed under RD017 is the Yonkers transfer station/MRF roofs and related equipment. Design for that component was already has a completed and the Department of Public Works and Transportation is in the process of preparing bid documents. It is estimated that construction will take nine months to complete and will begin after award and execution of the construction contracts.

The Department has further advised that these components of RD017 have previously received financing approval of your Honorable Board, and RD017 has previously received approval by the New York State Comptroller (“Comptroller”) in accordance with Section 268 of the New York State County Law by an Order of the Comptroller dated January 26, 2018.

The Department of Planning has advised your Committee that based on its review, RD017 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: _____, 20____.
White Plains, New York

COMMITTEE ON

C:MG/10/22/24

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: RD017

☐ 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 ACT 215-2023 BY ADDING \$2,930,000; REDUCE ACTS 99-2019 AND 85-2020 BY \$2,930,000

SECTION B - BONDING AUTHORIZATIONS

To Be Completed by Finance

Total Principal \$ 18,760,000 PPU 25 Anticipated Interest Rate 3.55%

Anticipated Annual Cost (Principal and Interest): \$ 1,109,536

Total Debt Service (Annual Cost x Term): \$ 27,738,408

Finance Department: maab 11-8-24

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: 204

Prepared by: Dianne Vanadia

Title: Associate Budget Director

Department: Budget

Date: 11/12/2024

Reviewed By: 

Budget Director

Date: 11/13/24

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:
RD017 Material Recovery Facility and Transfer Station Rehabilitation**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on
09-03-2024 (Unique ID: 2668)

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)(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/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
Nat Federici, Deputy Commissioner, Dept. of Environmental Facilities
Dianne Vanadia, Associate Budget Director
Susan Darling, Chief Planner
Michael Lipkin, Associate Planner
Claudia Maxwell, Principal Environmental Planner

ACT NO. _____ - 202__

BOND ACT DATED _____, 202__.

A BOND ACT THE COUNTY OF WESTCHESTER, NEW YORK, AMENDING ACT NO. 215-2023, WHICH PROVIDED FOR THE ISSUANCE OF \$15,830,000 BOND TO PAY THE DESIGN, CONSTRUCTION MANAGEMENT, AND CONSTRUCTION COSTS FOR VARIOUS IMPROVEMENTS TO THE MATERIALS RECOVERY FACILITY AND THRUWAY TRANSFER CENTER IN AND FOR THE COUNTY'S REFUSE DISPOSAL DISTRICT NO. 1, TO INCREASE THE ESTIMATED MAXIMUM COST AND THE AMOUNT OF BONDS AUTHORIZED TO \$18,760,000 (AN INCREASE OF \$2,930,000) FOR SAID PURPOSE AND CONSOLIDATING A CERTAIN PORTION OF THE AUTHORIZED BONDS FROM ACT NOS. 85-2020 AND 99-2019 HEREIN.

WHEREAS, pursuant to Act No. 215-2023, dated October 16, 2023, the Board previously authorized the issuance of \$15,830,000 bonds to pay the costs of design, construction management, and construction costs for various improvement to District transfer stations and the Materials Recovery Facility, in and for the County's Refuse Disposal District No. 1; and

WHEREAS, approximately \$234,233 obligations have been issued under Act No. 215-2023;

WHEREAS, pursuant to Act No. 85-2020, dated May 18, 2020, the Board previously authorized the issuance of \$300,000 bonds to finance a study to evaluate the Material Recovery Facility and four Solid Waste Transfer Stations for building and equipment upgrades or replacement, in and for, the benefit of the County's Refuse Disposal District No. 1;

WHEREAS, no obligations have been issued under Act No. 85-2020;

WHEREAS, pursuant to Act No. 99-2019, dated June 3, 2019, the Board previously authorized the issuance of \$7,500,000 bonds to finance the cost of the design, construction management, and construction costs of leachate collection facilities at the Yonkers Material Recovery Facility and Transfer Station, in and for, the benefit of the County's Refuse Disposal District No. 1;

WHEREAS, approximately \$4,005,146 obligations have been issued under Act No. 99-2019;

WHEREAS, it has now been determined that the estimated maximum cost and the amount of bonds authorized for the design, construction management, and construction for various improvement to District transfer stations and the Materials Recovery Facility, should now be \$18,760,000 (an increase of \$2,930,000); and

WHEREAS, it has now been determined that it would be beneficial to transfer and consolidate into this bond act a total of \$2,930,000 consisting of (i) \$2,800,000 previously authorized and unencumbered amounts from Act No. 99-2019, and (ii) \$130,000 previously authorized and unused amounts from Act No. 85-2020, and accordingly, by separate bond acts, remove such amounts from such acts; and

WHEREAS, \$18,760,000 has been appropriated in the Capital Budget of the County for the aforesaid class of objects or purposes; and

WHEREAS, the cost of said class of objects or purposes shall be specially assessed against properties in the County's Refuse Disposal District No. 1, which are specially benefitted by said class of objects or purposes; and

NOW, THEREFORE,

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

Section (A): The bond act duly adopted by this Board on October 16, 2023 entitled:

ACT NO. 215-2023

A BOND ACT THE COUNTY OF WESTCHESTER, NEW YORK, AMENDING ACT NO. 156-2022, WHICH PROVIDED FOR THE ISSUANCE OF \$1,000,000 BOND TO PAY THE DESIGN AND CONSTRUCTION MANAGEMENT COSTS FOR VARIOUS IMPROVEMENTS TO THE MATERIALS RECOVERY FACILITY AND THRUWAY TRANSFER CENTER IN AND FOR THE COUNTY'S REFUSE DISPOSAL DISTRICT NO. 1, TO INCLUDE FINANCING FOR CONSTRUCTION COSTS FOR VARIOUS IMPROVEMENTS TO DISTRICT TRANSFER STATIONS

AND THE MATERIALS RECOVERY FACILITY, AND TO INCREASE THE ESTIMATED MAXIMUM COST AND THE AMOUNT OF BONDS AUTHORIZED TO \$15,830,000 (AN INCREASE OF \$14,830,000) FOR SAID PURPOSE.

is hereby amended to read as follows:

A BOND ACT AUTHORIZING THE ISSUANCE OF \$18,760,000 BONDS TO PAY THE DESIGN, CONSTRUCTION MANAGEMENT AND CONSTRUCTION COSTS FOR VARIOUS IMPROVEMENTS TO DISTRICT TRANSFER STATIONS AND THE MATERIALS RECOVERY FACILITY, IN AND FOR THE COUNTY'S REFUSE DISPOSAL 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, the County previously received approval from the New York State Comptroller ("State Comptroller") in accordance with Section 268 of the County Law by order of the State Comptroller dated January 26, 2018 with respect to the aforesaid purposes; 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 costs of such capital project allocable to the County's Refuse Disposal District No. 1; 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. There are hereby authorized to be issued \$18,760,000 bonds of the County to finance the design, construction management and construction costs for various improvements to District transfer stations and the Materials Recovery Facility, a class of objects or purposes, in and for the County's Refuse Disposal District No. 1, including, but not limited to, incidental expenses in connection therewith, replacement of new compactors and optical sorters,

reconstruction of paper bunkers, rehabilitation of tipping floors, reconstruction of the roof with reinforcement for the potential installation of solar panels. To the extent that the details of the aforesaid class of objects or purposes set forth in this act are inconsistent with any details set forth in the current Capital Budget of the County, such Budget shall be deemed and is hereby amended to the extent inconsistent herewith.

Section 2. It is hereby determined that the estimated maximum cost of the aforesaid class of objects or purposes is \$18,760,000, and that the plan for the financing thereof is by the issuance of the \$18,760,000 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 twenty-five years pursuant to subdivision six 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 Refuse Disposal 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 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 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 (B). The amendments 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 immediately upon approval by the County Executive.

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: _____

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 Notice

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. _____-2023

A BOND ACT THE COUNTY OF WESTCHESTER, NEW YORK, AMENDING ACT NO. 215-2023, WHICH PROVIDED FOR THE ISSUANCE OF \$15,830,000 BOND TO PAY THE DESIGN, CONSTRUCTION MANAGEMENT, AND CONSTRUCTION COSTS FOR VARIOUS IMPROVEMENTS TO THE MATERIALS RECOVERY FACILITY AND THRUWAY TRANSFER CENTER IN AND FOR THE COUNTY'S REFUSE DISPOSAL DISTRICT NO. 1, TO INCREASE THE ESTIMATED MAXIMUM COST AND THE AMOUNT OF BONDS AUTHORIZED TO \$18,760,000 (AN INCREASE OF \$2,930,000) FOR SAID PURPOSE AND CONSOLIDATING A CERTAIN PORTION OF THE AUTHORIZED BONDS FROM ACT NOS. 85-2020 AND 99-2019 HEREIN.

class of objects or purposes:	costs of design, construction management and construction costs for various improvements to District transfer stations and the Materials Recovery Facility, in and for the County's Refuse Disposal District No. 1, including, but not limited to, incidental expenses in connection therewith, replacement of new compactors and optical sorters, reconstruction of paper bunkers, rehabilitation of tipping floors, reconstruction of the roof with reinforcement for the potential installation of solar panels
-------------------------------	--

period of probable usefulness:	twenty-five years
--------------------------------	-------------------

amount of obligations to be issued:	\$18,760,000
-------------------------------------	--------------

Dated: _____
White Plains, New York

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



285004032.1

CAPITAL PROJECT FACT SHEET

Project ID:* RD017	<input type="checkbox"/> CBA	Fact Sheet Date:* 08-27-2024
Fact Sheet Year:* 2024	Project Title:* MATERIAL RECOVERY FACILITY AND TRANSFER STATION REHABILITATION	Legislative District ID: 1, 17, 16, 15, 14, 13, 12, 11, 10, 9, 8, 7, 6, 5, 4, 3, 2,
Category* REFUSE DISPOSAL	Department:* ENVIRONMENTAL FACILITIES	CP Unique ID: 2668

Overall Project Description

This multi-phased project will include, but not be limited to, the design and construction of a leachate collection system for the haulage vehicle "trailer staging area" at the MRF to address the liquid leachate leaking from the trailers in the first phase. The second phase will provide for leachate collection and/or treatment systems at the White Plains and Mt. Vernon transfer stations as directed by the NYSDEC. The third phase will involve the repair of any structural deficiencies identified in a prior structural inspection program and the roof replacements for the MRF and the four (4) Solid Waste Transfer Stations. Also included will be the repair or replacement of the various HVAC, electrical, mechanical and plumbing systems and equipment at the MRF and Transfer Stations.

- | | | |
|---|---|--|
| <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	73,680	27,680	10,000	16,000	0	0	0	20,000
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	73,680	27,680	10,000	16,000	0	0	0	20,000

Expended/Obligated Amount (in thousands) as of : 6,261

Current Bond Description: Bonding authorization amendment is requested to fund the design, construction management and construction costs for various improvements to the District Transfers Stations and Material Recovery Facility, including, but not limited to incidental expenses in connection therewith, replacement of new compactors and optical sorters, reconstruction of paper bunkers, rehabilitation of tipping floors, reconstruction of the roof with reinforcement for solar.

Financing Plan for Current Request:

Non-County Shares:	\$ 0
Bonds/Notes:	2,930,000
Cash:	0
Total:	\$ 2,930,000

SEQR Classification:

TYPE II

Amount Requested:

2,930,000

Expected Design Work Provider:

☐ County Staff ☒ Consultant ☐ Not Applicable

Comments:

Energy Efficiencies:

ENERGY EFFICIENCIES TO BE ACHIEVED INCLUDE MAKING ROOFS SOLAR PANEL READY. UPGRADES TO MECHANICAL AND ELECTRICAL SYSTEMS ARE EXPECTED TO RESULT IN ENERGY SAVINGS.

Appropriation History:

Year	Amount	Description
2013	450,000	DESIGN AND CONSTRUCTION MANAGEMENT - YONKERS
2014	1,700,000	CONSTRUCTION - YONKERS
2015	5,800,000	FUNDS ADDITIONAL CONSTRUCTION COSTS
2018	6,000,000	DESIGN, CONSTRUCTION MANAGEMENT, CONSTRUCTION
2019	13,730,000	DESIGN, CONSTRUCTION MANAGEMENT, CONSTRUCTION
2024	10,000,000	DESIGN AND CONSTRUCTION OF TRANSFER STATIONS' INFRASTRUCTURE REPLACEMENT AND REHABILITATION

Total Appropriation History:

37,680,000

Financing History:

Year	Bond Act #	Amount	Issued	Description
14	58	0	0	LEACHATE COLLECTION SYSTEM - OVERNIGHT HAULAGE VEHICLE STAGING AREA
17	32	0	0	LEACHATE COLLECTION SYSTEM - OVERNIGHT HAULAGE VEHICLE STAGING AREA
19	99	7,500,000	4,005,147	DESIGN/CONSTRUCTION FOR LEACHATE COLLECTION SYSTEM AT MRF IN YONKERS
19	100	0	0	NARROWS SCOPE OF WORK TO DESIGN AND CONSTRUCTION AT WHITE PLAINS TRANSFER STATION ONLY
20	85	300,000	0	COST OF STUDY TO EVALUATE ALL BUILDING SYSTEMS AND EQUIPMENTS AT MATERIAL RECOVERY FACILITY, YONKERS
22	118	4,050,000	630,313	WHITE PLAINS TRANSFER STATION BROCKWAY
22	156	0	0	ROOFS-DESIGN
23	215	15,830,000	234,234	MATERIALS RECOVERY FACILITY AND TRANSFER STATION

Total Financing History:

27,680,000

Recommended By:

Department of Planning
MLLL

Date
09-03-2024

Department of Public Works
RJB4

Date
09-05-2024

Budget Department
DEV9

Date
09-07-2024

Requesting Department
MJR9

Date
09-17-2024

MATERIAL RECOVERY FACILITY AND TRANSFER STATION REHABILITATION (RD017)

User Department : Environmental Facilities

Managing Department(s) : Environmental Facilities ;

Estimated Completion Date: TBD

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

FIVE YEAR CAPITAL PROGRAM (in thousands)

	Est Ult Cost	Appropriated	Exp / Obl	2024	2025	2026	2027	2028	Under Review
Gross	73,680	27,680	6,255	10,000	16,000				20,000
Non County Share									
Total	73,680	27,680	6,255	10,000	16,000				20,000

Project Description

This multi-phased project will include, but not be limited to, the design and construction of a leachate collection system for the haulage vehicle "trailer staging area" at the MRF to address the liquid leachate leaking from the trailers in the first phase. The second phase will provide for leachate collection and/or treatment systems at the White Plains and Mt. Vernon transfer stations as directed by the NYSDEC. The third phase will involve the repair of any structural deficiencies identified in a prior structural inspection program and the roof replacements for the MRF and the four (4) Solid Waste Transfer Stations. Also included will be the repair or replacement of the various HVAC, electrical, mechanical and plumbing systems and equipment at the MRF and Transfer Stations.

Current Year Description

The current year request funds design and construction of transfer stations' infrastructure replacement and rehabilitation.

Current Year Financing Plan

Year	Bonds	Cash	Non County Shares	Total
2024	10,000,000			10,000,000

Impact on Operating Budget

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

Appropriation History

Year	Amount	Description	Status
2013	450,000	Design and construction management - Yonkers	COMPLETE
2014	1,700,000	Construction - Yonkers	COMPLETE
2015	5,800,000	Funds additional construction costs	COMPLETE
2018	6,000,000	Design, Construction Management, Construction	\$4,900,000 IN PROGRESS; \$1,100,000 AWAITING BOND AUTHORIZATION
2019	13,730,000	Design, Construction Management, Construction	AWAITING BOND AUTHORIZATION
Total	27,680,000		

MATERIAL RECOVERY FACILITY AND TRANSFER STATION REHABILITATION (RD017)

Prior Appropriations


	Appropriated	Collected	Uncollected
Bond Proceeds	27,680,000	3,840,800	23,839,200
Total	27,680,000	3,840,800	23,839,200

Bonds Authorized

Bond Act	Amount	Date Sold	Amount Sold	Balance
58 14				
32 17				
99 19	7,500,000	12/10/19	398,154	3,659,200
		12/10/19	29,471	
		04/30/20	669,372	
		12/01/21	2,643,072	
		12/01/21	100,731	
100 19				
85 20	300,000			300,000
118 22	4,050,000			4,050,000
156 22				
215 23	15,830,000			15,830,000
Total	27,680,000		3,840,800	23,839,200

November 14, 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 & Act – Pay Plan Amendment.**

This will confirm my request that the Board of Legislators allow submission of the referenced communication to be submitted to the Board of Legislators November 18, 2024 Agenda.

Transmitted herewith for your review is the legislation referenced above.

Therefore, since this communication is of the utmost importance, it is respectfully submitted that the County Board of Legislators accepts this submission for November 18, 2024 “blue sheet” calendar.

Thank you for your prompt attention to this matter.

George Latimer
County Executive

November 14, 2024

Dear Colleagues,

I have long believed in proper compensation for public officials and employees. The work we do is important, and when done competently and well, provides a benefit to our residents and neighbors.

That belief is why, in 2019 I signed into law a salary increase for the members of the County Board of Legislators, comprising a 52% increase from \$49,200 to \$75,000 per member per year. Including stipends that amounted to an annual increased budget cost of \$500,000 which we absorbed into overall budgets that have reduced and/or frozen General Tax Fund Levy for six consecutive years.

That belief is why we increased the salary of other duly elected and appointed officials - the County Clerk, The Clerk of the Board of Legislators, and Commissioners.

That belief is why we have successfully negotiated and approved contracts that increased salaries for our unionized workforce: CSEA, NYSNA, Teamsters, COBA and SOA, PBA and superior officers, and DA Investigators.

That is also why we have passed Pay Plan Amendments to properly compensate non-represented managers, Commissioners and senior staff.

Every employee in this County government has been shown respect and appreciation in numerous ways, including but not limited to compensation.

For seven full years, I have kept my salary as County Executive at the same level it was on my first day on the job: \$161,000.

All employees, with one exception, have received increases in compensation over the past seven years. The sole position without a pay raise during this time is that of the County Executive – and that was a choice I made for myself in this position. Over the past seven years, I have deliberately declined any salary increase for my position—even though it remains lower than many of those who report to me. This decision was rooted in a commitment to demonstrating that leadership is not about personal financial gain but about serving a greater purpose. My aim was to restore faith in County government, which had been eroded by years of budget cuts and short-term financial fixes. This was something I personally felt committed to regardless if others fully appreciated it.

Now at this time, as I depart, I know the next person who takes this job should be compensated fairly considering the skill and responsibility required to manage a \$2.5 billion budget and 4,200 employees. I do not wish to make this a political issue, but rather to recognize that the salary is currently much too low to be competitive.

Office of the County Executive

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

Email: CE@westchestergov.com
Telephone: (914)995-2900

westchestergov.com

As a point of comparison. County Executives of like counties all exceed Westchester:

Suffolk County CE: \$241,409

Nassau County CE: \$227,959

Rockland County CE: \$211,000

Orange County CE: \$197,678

Even Putnam County, with 1/10 of Westchester's population, compensates their CE with higher salary than we do. Many town supervisors also have higher salaries than the current CE compensation - Bedford, Greenburgh, Harrison among others.

This Pay Plan Amendment - which raises compensation for District Attorney staff as well, necessitated by competing for qualified legal talent - establishes a salary of \$230,000 for the position of Westchester County Executive, effective after my last day in office. I will not receive a penny of additional compensation with this act.

I ask for your support for this Pay Plan Amendment in fairness to my successor.

I did what was right for me these past 7 years. I did what I had to do at the time to lead and restore faith. It was always my intention to restore the salary as I left office. Now, join me by doing the right thing for the next County Executive for the years to come.

Regards,



George Latimer

Westchester County Executive

TO: HONORABLE BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER

Your Committee is in receipt of the attached "A LOCAL LAW subject to a permissive referendum to provide for payments of increased compensation for an elective officer during their term of office."

Your Committee notes that this Honorable Board is currently also considering an Act amending the County's Pay Plan. Part of that amendment includes increases in salary for the position of County Executive. Pursuant to the Laws of Westchester County, this increase is subject to a permissive referendum as it increases the salary of an elected official during their term of office. The attached Local Law would set forth the basis for the permissive referendum, to allow this increase to go into effect.

Your Committee is informed that, while the attached legislation provides a salary increase for the County Executive, it will not apply to the current County Executive, who will be leaving office before it takes effect, but will apply to those chosen to serve out the remainder of current term of office.

Your Committee is also informed that the proposed legislation does not meet the definition of an action under New York State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617. Please refer to the memorandum from the Department of Planning dated January 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 the adoption of this Local Law.

Dated: _____, 2024
White Plains, New York

COMMITTEE ON

FISCAL IMPACT STATEMENT

SUBJECT: Pay Plan Amendment

☐ 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: Takes effect in 2025

Potential Related Operating Budget Expenses: Annual Amount 301,240

Describe: 2025 annualized: DA Stipend 101 37 0010 3000 1010 \$232,000, Elected Official

101 11 0100 0100 1010 \$69,240

Potential Related Operating Budget Revenues: Annual Amount _____

Describe: _____

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

Current Year: _____

Next Four Years: _____

Prepared by: Dianne Vanadia

Title: Associate Budget Director

Department: Budget

Date: November 15, 2024

Reviewed By:

Mah Medwed
ASSOCIATE BUDGET DIRECTOR

Date: November 15, 2025

FISCAL IMPACT STATEMENT

SUBJECT: Pay Plan Amendment

☐ NO FISCAL IMPACT PROJECTED

COMMUNITY COLLEGE BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND - N/A

☐ GENERAL FUND☐ AIRPORT FUND

SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense	\$	681,211
-----------------------------------	-----------	----------------

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

[illegible]

Describe: _____

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

Describe:

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

Current Year: _____

Next Four Years: 25/26: \$495,850 in personal service expenses 26/27: 505,768 in personal service ex
27/28: 515,882 in personal service expenses ; 28/29: \$526,200 in personal service expenses

Prepared by: Michael Dunn

Title: Senior Budget Analyst

Department: Budget

Date: November 15, 2024

Reviewed By: Mark H. P. J.

Assoc Budget Director

Date: November 18 2024

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 subject to a permissive referendum to provide for payments of increased compensation for an elective officer during their term of office.". 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, N.Y. 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 subject to a permissive referendum to provide for payments of increased compensation for an elective officer during their term of office.

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

Section 1. The salary plan as amended by the Act that has been adopted recently (a copy of which is annexed hereto and incorporated herein by reference) is hereby made applicable to elective officers during their term of office.

Section 2. This local law shall be implemented in accordance with the aforementioned Act.

Section 3. The Clerk of the Board shall cause a notice of this local law to be published at least once a week for two successive weeks, the first publication of which shall be had within ten days after such local law is adopted in one or more newspapers published in the County of Westchester, selected by the Clerk for that purpose. Said notice shall contain the number, date of adoption and a true copy of this local law and a statement that so much of this local law that increases the salary of an elected officer during their term of office is subject to a permissive referendum pursuant to Sections 209.171(8) and 209.181 of the Laws of Westchester County.

Section 4. This local law shall take effect sixty days after its adoption.

TO THE HONORABLE BOARD OF LEGISLATORS, COUNTY OF WESTCHESTER

Your Committee on Budget and Appropriations has reviewed the attached Act incorporating various recommendations submitted by the County Executive requiring amendment to the County Pay Plan.

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

We concur with the said recommendations, and, as such, recommend the adoption of the attached Act.

Dated: _____, Committee on Budget and Appropriations
White Plains, New York

Attachment

ACT _____ - 2024

AN ACT amending Act No. 26-1952 as amended, which amended Act No. 40-1941, entitled "An Act establishing personnel rules in Westchester County service and adopting classification of positions and schedules of pay."

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

Section 1. SCHEDULE "A" Allocation of Titles of Positions to Job Groups, appended to Act No. 26-1952, as heretofore amended, is hereby further amended by **deleting** the following titles from the Job Groups indicated:

JOB GROUP I	NONE
JOB GROUP II	NONE
JOB GROUP III	NONE
JOB GROUP IV	NONE
JOB GROUP V	NONE
JOB GROUP VI	NONE
JOB GROUP VII	NONE
JOB GROUP VIII	NONE
JOB GROUP IX	NONE
JOB GROUP X	NONE
JOB GROUP XI	NONE
JOB GROUP XII	Software Engineer I (Schedule B-1) (Effective January 1, 2021)
JOB GROUP XIII	Software Engineer II (Schedule B-1) (Effective January 1, 2021)
JOB GROUP XIV	Manager of Data Communication (Schedule B-1) (Effective January 1, 2021)
JOB GROUP XV	NONE

JOB GROUP XVI	NONE
JOB GROUP XVII	NONE
JOB GROUP XVIII	NONE
JOB GROUP XIX	NONE
JOB GROUP XX	NONE

Section 2. SCHEDULE "A" Allocation of Titles of Positions to Job Groups, appended to ACT No. 26-1952, as heretofore amended, is hereby further amended by **adding** the following titles to the Job Groups indicated:

JOB GROUP I	Senior Management Analyst-WCC (Schedule D)
JOB GROUP II	Director of Student Mental Health Services (Schedule D)
JOB GROUP III	NONE
JOB GROUP IV	NONE
JOB GROUP V	NONE
JOB GROUP VI	NONE
JOB GROUP VII	NONE
JOB GROUP VIII	NONE
JOB GROUP IX	NONE
JOB GROUP X	NONE
JOB GROUP XI	NONE
JOB GROUP XII	NONE
JOB GROUP XIII	Software Engineer I (Schedule B-1) (Effective January 1, 2021)
JOB GROUP XIV	Software Engineer II (Schedule B-1) (Effective January 1, 2021)
JOB GROUP XV	Manager of Data Communications (Schedule B-1) (Effective January 1, 2021)

JOB GROUP XVI NONE

JOB GROUP XVII NONE

JOB GROUP XVIII NONE

JOB GROUP XIX NONE

JOB GROUP XX NONE

Section 3. Pursuant to Section 4 of Act No. 85-1988, the positions covered by the District Attorney Salary Plan, as heretofore amended, is hereby further amended by **adding:**

Central Arraignment Stipend	\$500 per day for weekend and holiday coverage of the Central Arraignment Part
-----------------------------	---

Section 4. SCHEDULE "C" Titles and rates of pay for positions not allocated to Job Groups. Appended to Act No. 26-1952, as heretofore amended, is hereby further amended by **deleting:**

County Executive	Flat Rate Not to Exceed Salary of \$160,760
------------------	---

Section 5. SCHEDULE C Titles and rates of pay for positions not allocated to Job Groups. Appended to Act No. 26-1952, as heretofore amended, is hereby further amended by **adding:**

County Executive	Flat Rate Not to Exceed Salary of \$230,000
------------------	---

Section 6. Subject to any restriction imposed by law, any annual salary percentage increases to Schedule B-11 approved by Act of this Board for positions represented by Local 456 of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (AFL-CIO) shall equally apply to the maximum salary rates for the County Executive, commencing with the first such Act of this Board following the effective date of this Section. This shall include the payment of retroactive adjustments approved by Act of this Board as part of the adjustment to B-11, subject to the same terms thereof. Any future amendment to Act 26-1952 shall not be deemed to supersede this provision unless this provision is expressly repealed.

Section 7. To implement the revisions and amendments to the pay plan incorporated in this Act, transfers of appropriations between general classifications of expenditures within the same department are hereby authorized upon the recommendation of the Budget Director and the authorization of the County Executive, and transfers of appropriations between departments are hereby authorized upon the recommendation of the County Executive.

Section 8. Notwithstanding Sections 1, 2, or 9, employees are only entitled to retroactive pay upon passage of this Act if they are employed by the County as of the date this Act is adopted. This Section shall not apply to future retroactive pay under Section 6 of this Act, which shall be governed by the same terms as the Act of the Board approving such future adjustments.

Section 9. Unless otherwise noted herein, this Act shall take effect on January 3, 2025, and to the extent that this Act authorizes the increase of compensation of officers appointed for a fixed term and the increase of the compensation of elected officials, those provisions shall not take effect during their current term of office unless and until such an increase is authorized by a local law subject to a permissive referendum as follows: (1) for officers appointed for a fixed term to receive an increase during the current term of office of such officer, a permissive referendum pursuant to the provisions of Section 24, subdivision 2, clause h of New York Municipal Home Rule Law, and (2) for elected officers to receive an increase during their current term of office, a permissive referendum pursuant to Sections 209.171(8) and 209.181 of the Laws of Westchester County.

November 18, 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~~ *Kenneth Jenkins* KP
Acting Westchester County Executive

RE: Message Requesting Immediate Consideration: **Bond Act – BPL44 –
Public Housing Authority Improvements.**

This will confirm my request that the Board of Legislators allow submission of the referenced communication to be submitted to the Board of Legislators November 18, 2024 Agenda.

Transmitted herewith for your review and approval, is a bond act (the “Bond Act”), which, if adopted by your Honorable Board, would authorize the County of Westchester (the “County”) to issue up to Seven Million (\$7,000,000) Dollars in bonds of the County to finance a component of Capital Project BPL44.

Therefore, since this communication is of the utmost importance, it is respectfully submitted that the County Board of Legislators accepts this submission for November 18, 2024 “blue sheet” calendar.

Thank you for your prompt attention to this matter.



George Latimer
County Executive

November 18, 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 review and approval, is a bond act (the "Bond Act"), which, if adopted by your Honorable Board, would authorize the County of Westchester (the "County") to issue up to Seven Million (\$7,000,000) Dollars in bonds of the County to finance a component of Capital Project BPL44 ("Program"). Also attached is an act (the "Act") which, if adopted, would authorize the County to enter into separate easement agreements with the following Public Housing Authorities: Greenburgh Housing Authority ("GHA"), New Rochelle Municipal Housing Authority ("NRMHA"), White Plains Housing Authority ("WPHA") and the Municipal Housing Authority for the City of Yonkers ("MHACY") and, if any, their RAD affiliates, successors or assigns, (collectively "PHAs") whereby the County will finance capital improvements related to interior, exterior, and building systems and construction management costs (the "Improvements"). In consideration for the financial support by the County to make the Improvements, PHAs will continue to provide affordable housing and continue in the efforts to provide access to affordable housing. The term of each easement agreement will be ten (10) years (commensurate with the period of probable usefulness of any bonds issued). These easement agreements will require the PHAs to be responsible for all costs of operation and maintenance of the Improvements. Additionally, each easement agreement will require, as a condition of the County's financing of the Improvements, the recording of a Declaration of Restrictive Covenant and a Note and Mortgage approved by and enforceable by the County, which will run with the land and bind the property and any successor(s) in interest, and will require that the units be maintained as affordable for a period of not less than fifty (50) years.

The Department of Planning ("Planning") has advised that pursuant to the Program, the PHAs submitted applications, and after careful review, Planning proposes to enter into separate easement agreements with the above named PHAs. The Improvements will encompass approximately 1,016 PHA units and preserve them for households whose incomes is at or below 80% of the Westchester County Area Median Income ("AMI"), for a period of fifty (50) years.

The Improvements will be made at the following properties ("Properties"):

Office of the County Executive

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

Telephone: (914)995-2900

GHA properties:

1,2,3 Oak Street, Town of Greenburgh
1,2,4 Beech Street, Town of Greenburgh
1,3,5,7 Maple Street, Town of Greenburgh

NRMHA properties:

50 Sickles Avenue, City of New Rochelle
111 Lockwood Avenue, City of New Rochelle

WPHA properties:

86 Dekalb Avenue, City of White Plains
120 Lake Street, City of White Plains

MHACY property:

1-8 Schroeder Street, City of Yonkers

I have been advised that GHA is a State funded PHA. Historically, the State has not provided adequate capital and operating funding to state assisted public housing authorities. As a result, the County will provide GHA an amount not to exceed \$582,080, for replacement of roofs at the GHA properties consisting of ten (10) buildings with 131 units. The units are currently accessible to households with incomes at 30% to 80% of the AMI.

I have been advised that the remaining PHAs are requesting funding for units that are owned by affiliates of the PHA and managed by the PHA under the Rental Assistance Demonstration program ("RAD"). RAD is an initiative of the U.S. Department of Housing and Urban Development ("HUD") that seeks to preserve and improve affordable public housing subsidized by HUD. RAD was created to give public housing authorities a tool to access capital to preserve and improve the PHA sites and address the large backlog of capital needs. RAD allows public housing authorities to leverage public and private debt and equity in order to reinvest in the public housing stock. In RAD, units move to a Section 8 platform with a long-term contract that, by law, must be renewed in perpetuity. A Use Agreement is also recorded under RAD further enforcing HUD's Long-term interest. This ensures that the units remain permanently affordable to low-income households. When the properties convert to RAD, RAD maintains the ongoing public stewardship of the converted property through clear rules requiring ongoing ownership or control by a public or non-profit entity.

I have been advised that funding to the NRMHA will be in an amount not to exceed \$319,800, in order to make Americans with Disabilities Act ("ADA") related improvements to the NRMHA properties which consist of 203 units for senior citizens aged 62 and over, and individuals with disabilities. Improvements will include installing automatic door openers, handrails, accessible counters, support bars and other rehabilitation improvements. Rents are affordable to households from 30% to 80% of the AMI.

I have been advised that funding to the WPHA will be in an amount not to exceed \$1,450,912, for the WPHA properties consisting of 267 units and will be used for improvements including elevator modernization, kitchen replacement (about 10% of overall kitchens in buildings),

replacement of fire alarm control panels and all related peripherals and hardware, replacement of direct drive roof fans. Households served by the WPHA properties have incomes at or below 30% and up to 80% of the AMI.

I have been advised that funding to MHACY will be in an amount not to exceed \$4,647,208, for the MHACY property consisting of 415 units and will be used for improvements including: upgrades to the electrical systems, conversion of water heater systems from gas to electric, apartment risers and the installation of heat pump domestic water heaters. All 415 units are available to households that have incomes at or below 60% of the AMI.


Planning has advised that the authorization of your Honorable Board is required to accept all necessary property rights required to make the Improvements. The County will have an easement interest in the Improvements through an easement agreement with each named PHA until the expiration of the term of the bonds. The County will not be responsible for any costs related to the operation and maintenance of the Improvements.

As a condition of the County's financing of the Improvements, the County will require a Note and Mortgage with each PHA for each property and a Declaration of Restrictive Covenant for each property which will be enforceable by the County and run with the land and bind the Properties and any successor(s) in interest to adhere to the County requirements. The Note and Mortgage will be subordinate to State and/or HUD, existing lenders and investors and the PHAs will be responsible for obtaining any approvals from those entities prior to execution of agreements. The units will remain affordable for a period of not less than 50 years (the "Period of Affordability").

On November 8, 2023, the Westchester County Planning Board (the "Planning Board") by its Resolution 23-20 recommended that the 2024 Capital Budget include BPL44 Housing Authority Improvements. Thereafter, on October 1, 2024, the Planning Board by its Resolution No. 24-39 recommended the Amendment of the Planning Board Report on the 2024 Capital Projects with BPL44 Public Housing Authority Improvements – Identification of Sites. Both Planning Board Resolutions are annexed hereto.

Based on the importance of preserving affordable housing in the County, your favorable action on the annexed Acts is respectfully requested.

Sincerely,


~~George Latimer~~ Kenneth Jenkins
~~County Executive~~ Acting County Executive

GL/BL/TSA/MB

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 Acts in connection with “Capital Project BPL44 – Public Housing Authority Improvements”. The first act is a bond act (the “Bond Act”), prepared by the law firm of Hawkins Delafield & Wood LLP, which, if adopted by your Honorable Board, would authorize the County of Westchester (the “County”) to issue up to Seven Million (\$7,000,000) Dollars in bonds of the County to finance a component of Capital Project BPL44 (“Program”). The second act is an act (the “Act”) which, if adopted, would authorize the County to enter into separate easement agreements with the following Public Housing Authorities: Greenburgh Housing Authority (“GHA”), New Rochelle Municipal Housing Authority (“NRMHA”), White Plains Housing Authority (“WPHA”) and the Municipal Housing Authority for the City of Yonkers (“MHACY”) and, if any, their RAD affiliates, successors or assigns, (collectively “PHAs”) whereby the County will finance capital improvements related to interior, exterior, and building systems and construction management costs (the “Improvements”).

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111 Lockwood Avenue, City of New Rochelle

WPHA properties:

86 Dekalb Avenue, City of White Plains
120 Lake Street, City of White Plains

MHACY property:

1-8 Schroeder Street, City of Yonkers

Your Committee has been advised that GHA is a State funded PHA. Historically, the State has not provided adequate capital and operating funding to state assisted public housing authorities. As a result, the County will provide GHA an amount not to exceed \$582,080, for replacement of roofs at the GHA properties consisting of ten (10) buildings with 131 units. The units are currently accessible to households with incomes at 30% to 80% of the AMI.

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Your Committee has been advised that funding to the WPHA will be in an amount not to exceed \$1,450,912, for the WPHA properties consisting of 267 units and will be used for improvements including elevator modernization, kitchen replacement (about 10% of overall kitchens in buildings), replacement of fire alarm control panels and all related peripherals and hardware, replacement of direct drive roof fans. Households served by the WPHA properties have incomes at or below 30% and up to 80% of the AMI.

Your Committee has been advised that funding to MHACY will be in an amount not to exceed \$4,647,208, for the MHACY property consisting of 415 units and will be used for improvements including upgrades to the electrical systems including conversion of water heater systems from gas to electric, apartment risers and the installation of heat pump domestic water heaters. All 415 units are available to households that have incomes at or below 60% of the AMI.

Planning has further advised that the authorization of your Honorable Board is required to accept all necessary property rights required to make the Improvements. The County will have an easement interest in the Improvements through an easement agreement with each named PHA until the expiration of the term of the bonds. The County will not be responsible for any costs related to the operation and maintenance of the Improvements.

As a condition of the County’s financing of the Improvements, the County will require a Note and Mortgage with each PHA for each property and a Declaration of Restrictive Covenant for each property which will be enforceable by the County and run with the land and bind the Properties and any successor(s) in interest to adhere to the County requirements. The Note and Mortgage will be subordinate to State and/or HUD, existing lenders and investors and the PHAs will be responsible for obtaining any approvals from those entities prior to execution of agreements. The units will remain affordable for a period of not less than 50 years (the “Period of Affordability”).

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Planning has advised your Committee that based on its review, the proposed action constitutes 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.

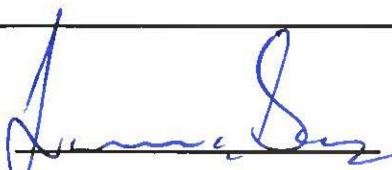
Based on the foregoing, your Committee believes that both Acts are in the best interest of the County and therefore recommends their adoption, noting that the Bond Act requires an affirmative vote of two-thirds of your Honorable Board, while the second Act requires the affirmative vote of the majority of your Honorable Board.

Dated: _____, 2024
White Plains, New York


COMMITTEE ON:

c/tsa/ 11.14.24

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: <u>BPL44</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	\$ 7,000,000	PPU	10
		Anticipated Interest Rate	2.85%
Anticipated Annual Cost (Principal and Interest):		\$	819,807
Total Debt Service (Annual Cost x Term):		\$	8,198,070
Finance Department:		maab 11-15-24	
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): <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:		76	
Prepared by:	<u>Dianne Vanadia</u>	Reviewed By:	<u></u>
Title:	<u>Associate Budget Director</u>		<u>Budget Director</u>
Department:	<u>Budget</u>		
Date:	<u>11/15/24</u>	Date:	<u>11/15/25</u>

TO: Theresa Fleischman
Program Director

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

DATE: October 11, 2024

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT:
BPL44 PUBLIC HOUSING AUTHORITY IMPROVEMENTS**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on 09-09-2024 (Unique ID: 2495)

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: The current request will fund the rehabilitation of several existing municipal public housing buildings located in Greenburgh, Yonkers, White Plains and New Rochelle. Scope of work will include: roof and elevator replacements; HVAC, utility and fire safety improvements; kitchen renovations; and renovations for ADA compliance.

DSK/cnm

cc: Blanca P. Lopez, Commissioner of Planning
Lynne Colavita, Senior Assistant County Attorney
Susan Darling, Chief Planner
Leonard Gruenfeld, Program Director
Michael Lipkin, Associate Planner
Claudia Maxwell, Principal Environmental Planner

RESOLUTION 23-20
WESTCHESTER COUNTY PLANNING BOARD

**2024 Capital Project Requests
Amendment 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 Board by its Resolution 23-08, adopted the Planning Board Report of the 2024 Capital Projects dated July 11, 2023; and

WHEREAS, on October 16, the County Executive has recommended the 2024 Capital Budget with three additional capital projects:

1. B0127 Interior Renovations, 143 Grand Street, White Plains
2. BEL04 Purchase of Voting Equipment
3. BPL44 Housing Authority Improvements

WHEREAS, the Planning Board has reviewed the Planning Department staff reports prepared for these three additional projects; and

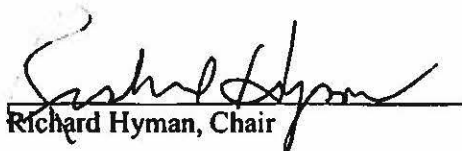
WHEREAS, the recommendations, comments and changes suggested by the Planning Board have been incorporated into the three Planning Board Reports; and

WHEREAS, the Planning Board finds that the proposed three additional recommended projects in the 2024 Capital Budget have been reviewed with respect to *Westchester 2025 Context for County and Municipal Planning in Westchester County and Policies to Guide County Planning*; and

WHEREAS, the Planning Board amends its Resolution 23-08 to include in its Planning Board Report of the 2024 Capital Projects the above-listed additional capital projects recommended by the Capital Projects Committee; now therefore, be it

RESOLVED, that the County Planning Board, pursuant to Section 167.13 of the County Charter, amends its Planning Board Report adopted on July 11, 2023 to include the above listed projects.

Adopted this 8th day of November 2023.


Richard Hyman, Chair

RESOLUTION 2024-³⁹
WESTCHESTER COUNTY PLANNING BOARD

2024 Capital Budget Amendment
Amendment of Planning Board Report on the 2024 Capital Projects
BPL44 Public Housing Authority Improvements – Identification of Sites

WHEREAS, pursuant to Section 167.131 of the County Charter, the Planning Board must submit its recommendations with regard to the physical planning aspects of proposed capital projects not included in the county budget or change in the location of a capital project; and

WHEREAS, on October 16, 2023, the County Executive recommended the 2024 Capital Budget with Capital Project BPL44 Public Housing Authority Improvements; and

WHEREAS, the Planning Department reviewed applications from municipal housing authorities and their affiliates for funding to this non-site specific capital funding project; and

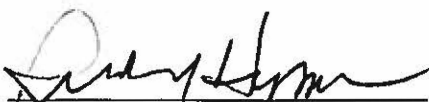
WHEREAS, various sites (see table below) within four municipal housing authorities have been determined to meet the application criteria. Improvements will include interior and exterior repair and improvements of buildings owned or operated by the following public housing authorities or their affiliated entities: Municipal Housing Authority for the City of Yonkers; New Rochelle Municipal Housing Authority; White Plains Housing Authority; and the Greenburgh Housing Authority. Applications were received from these municipal housing authorities and their affiliated entities detailing project scope, budget, justification; and

Housing Authority/Location	Project Costs	# of Units
Greenburgh Housing Authority (1,2,3 Oak St.; 1,2,4 Beech St.; 1,3,5,7 Maple St.)	\$582,080	131
New Rochelle Municipal Housing Authority (50 Sickles Ave & 111 Lockwood Ave.)	\$319,800	203
White Plains Housing Authority (88 DeKalb Ave & 120 Lake St.)	\$1,450,912	267
Municipal Housing Authority for the City of Yonkers (1-8 Schroeder St; 10-80 Western Ave; 10 Brook St; 55 & 80 School St)	\$4,647,208	753
Total	\$7,000,000	1,354

WHEREAS, the Planning Board finds that the above sites and projects have been reviewed with respect to *Westchester 2025 Context for County and Municipal Planning in Westchester County and Policies to Guide County Planning* adopted by the Board on May 6, 2008, amended January 5, 2010, and its recommended strategies set forth in *Patterns for Westchester: The Land and the People*, adopted December 5, 1995; now therefore, be it

RESOLVED, that the County Planning Board, pursuant to Section 167.131 of the County Charter, recommends the inclusion of the above listed sites to be funded using 2024 Capital Budget appropriations from Capital Project **BPL44 Public Housing Authority Improvements**.

Adopted this 1st day of October 2024.


Richard Hyman, Chair

ACT NO. -20__

BOND ACT AUTHORIZING THE ISSUANCE OF \$7,000,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF IMPROVEMENTS TO BUILDINGS OWNED OR OPERATED BY PUBLIC HOUSING AUTHORITIES IN THE COUNTY; STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$7,000,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$7,000,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS.

(Adopted , 20__)

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

Section 1. Pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the "Law"), the Westchester County Administrative Code, being Chapter 852 of the Laws of 1948, as amended, and to the provisions of other laws applicable thereto, \$7,000,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the cost of improvements to buildings owned or operated by Public Housing Authorities ("PHAs") in the County, as set forth in the County's Current Year Capital Budget, as amended, consisting of the Greenburgh Housing Authority ("GHA") in the maximum amount of \$582,080, the New Rochelle Municipal Housing Authority ("NRMHA") in the maximum amount of \$319,800, the White Plains Housing Authority

(“WPHA”) in the maximum amount of \$1,450,912 and the Municipal Housing Authority for the City of Yonkers (“MHACY”) in the maximum amount of 4,647,208. The \$7,000,000 of funding will assist approximately 1,016 PHA units and preserve them for households whose income is at or below 80% of the Westchester County Area Median Income (“AMI”) for a period of not less than fifty (50) years. The funds will be used for capital improvements related to interior, exterior, building systems and construction management costs (the “Improvements”) at the following locations: 1,2,3 Oak Street, Town of Greenburgh; 1,2,4 Beech Street, Town of Greenburgh; 1,3,5,7 Maple Street, Town of Greenburgh; 50 Sickles Avenue, City of New Rochelle; 111 Lockwood Avenue, City of New Rochelle; 86 Dekalb Avenue, City of White Plains; 120 Lake Street, City of White Plains; and 1-8 Schroeder Street, City of Yonkers (the “Properties”).

Said Improvements shall be constructed pursuant to separate easement agreements between the County and each of the PHAs. Each easement agreement will require, as a condition of the County’s financing of the Improvements, a recorded Declaration of Restrictive Covenants and a Note and Mortgage approved by and enforceable by the County which will run with the land and bind the Properties and any successor(s) in interest and will require that the units be maintained as affordable for a period of not less than fifty (50) years. The County will have an ownership interest in the PHA building Improvements through an easement until the expiration of the term of the bonds. The estimated maximum cost of said object or purpose, including preliminary costs and costs incidental thereto and the financing thereof is \$7,000,000. The plan of financing includes the issuance of \$7,000,000 bonds herein authorized, and any bond anticipation notes issued in anticipation of the sale of such bonds, and the levy of a tax to pay the principal of and interest on said bonds.

Section 2. The period of probable usefulness of the object or purpose for which said \$7,000,000 bonds authorized by this Act are to be issued, within the limitations of Section 11.00 a. 12 and 90 of the Law, is ten (10) years.

Section 3. Current funds are not required to be provided as a down payment pursuant to Section 107.00 d. 9. of the Law prior to issuance of the bonds authorized herein, or any bond anticipation notes issued in anticipation of the sale of such bonds. The County intends to finance, on an interim basis, the costs or a portion of the costs of said improvements for which bonds are herein authorized, which costs are reasonably expected to be reimbursed with the proceeds of debt to be incurred by the County, pursuant to this Act, in the maximum amount of \$7,000,000. This Act is a declaration of official intent adopted pursuant to the requirements of Treasury Regulation Section 1.150-2.

Section 4. The estimate of \$7,000,000 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 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 \$7,000,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF IMPROVEMENTS TO BUILDINGS OWNED OR OPERATED BY PUBLIC HOUSING AUTHORITIES IN THE COUNTY; STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$7,000,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$7,000,000 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 improvements to buildings owned or operated by Public Housing Authorities ("PHAs") in the County, as set forth in the County's Current Year Capital Budget, as amended, consisting of the Greenburgh Housing Authority ("GHA") in the maximum amount of \$582,080, the New Rochelle Municipal Housing Authority ("NRMHA") in the maximum amount of \$319,800, the White Plains Housing Authority ("WPHA") in the maximum amount of \$1,450,912 and the Municipal Housing Authority for the City of Yonkers ("MHACY") in the maximum amount of 4,647,208. The \$7,000,000 of funding will assist approximately 1,016 PHA units and preserve them for households whose income is at or below 80% of the Westchester County Area Median Income ("AMI") for a period of not less than fifty (50) years. The funds will be used for capital improvements related to interior, exterior, building systems and construction management costs (the "Improvements") at the following locations: 1,2,3 Oak Street, Town of Greenburgh; 1,2,4 Beech Street, Town of Greenburgh; 1,3,5,7 Maple Street, Town of Greenburgh; 50 Sickles Avenue, City of New Rochelle; 111 Lockwood Avenue, City of New Rochelle; 86 Dekalb Avenue, City of White Plains; 120 Lake Street, City of White Plains; and 1-8 Schroeder Street, City of Yonkers (the "Properties"). Said Improvements shall be constructed pursuant to separate easement agreements between the County and each of the aforementioned PHAs. The easement agreement will require, as a condition of the County's financing of the Improvements, a recorded Declaration of Restrictive Covenants and a Note and Mortgage approved by and enforceable by the

County which will run with the land and bind the Properties and any successor(s) in interest and will require that the units be maintained as affordable for a period of not less than fifty (50) years.

amount of obligations to be issued:

and period of probable usefulness:

\$7,000,000; ten (10) years

Dated: _____, 20____
White Plains, New York

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

ACT NO. 2024 ____

AN ACT authorizing the County of Westchester to enter into easement agreements with the following Public Housing Authorities: Greenburgh Housing Authority, New Rochelle Municipal Housing Authority, White Plains Housing Authority and the Municipal Housing Authority for the City of Yonkers and if any, its Rental Assistance Demonstration program affiliates, their successors or assigns, to fund capital improvements, and authorize the County to accept necessary property rights that will remain affordable for a period of not less than fifty (50) years.

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

SECTION 1. The County of Westchester (the "County") is hereby authorized to enter into an easement agreement with each of the following Public Housing Authorities ("PHA"): Greenburgh Housing Authority ("GHA"), New Rochelle Municipal Housing Authority ("NRMHA"), White Plains Housing Authority ("WPHA") and the Municipal Housing Authority for the City of Yonkers ("MHACY") and if any, its Rental Assistance Demonstration program ("RAD") affiliates, its successors or assigns, whereby the County will finance capital improvements related to interior, exterior, and building systems and construction management costs (the "Improvements") in support of the preservation of approximately 1,016 units of the available housing stock for affordable housing tenancy located at the following properties:

GHA properties:

1,2,3 Oak Street, Town of Greenburgh
1,2,4 Beech Street, Town of Greenburgh
1,3,5,7 Maple Street, Town of Greenburgh

NRMHA properties:

50 Sickles Avenue, City of New Rochelle
111 Lockwood Avenue, City of New Rochelle

WPHA properties:

86 Dekalb Avenue, City of White Plains
120 Lake Street, City of White Plains

MHACY property:

1-8 Schroeder Street, City of Yonkers

§2. The County will fund an amount not to exceed Seven Million (\$7,000,000) Dollars as follows: GHA in an amount not to exceed \$582,080; NRMHA in an amount not to exceed \$319,800; WPHA in an amount not to exceed \$1,450,912, and MHACY in an amount not to exceed \$4,647,208. The term of each easement agreement will be ten years. The easement will require that each PHA and/or RAD affiliates, its successors or assigns, will be responsible for all costs of operation and maintenance of the Improvements.

§3. The Easement Agreement will require each PHA and its RAD affiliates, its successors or assigns, as a condition of the County's financing of the Improvements, to execute a Mortgage and Note approved by, and enforceable by the County and to record a Declaration of Restrictive Covenant which will run with the land and bind the Properties and any successor(s) in interest and will require that the units be maintained as affordable for a period of not less than fifty (50) years. The County requirements will be subordinate to State and/or HUD, existing lenders and investors and the PHAs will be responsible for obtaining any approvals from those entities prior to execution of agreements. The Improvements will encompass approximately 1,016 PHA units and preserve them for households whose incomes is at or below 80% of the Westchester County Area Median Income ("AMI").

§4. The period of affordability of the Properties shall be a minimum of fifty (50) years.

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

§6. This Act shall take effect immediately.

CAPITAL PROJECT FACT SHEET

Project ID:* BPL44	<input checked="" type="checkbox"/> CBA	Fact Sheet Date:* 08-21-2024
Fact Sheet Year:* 2024	Project Title:* PUBLIC HOUSING AUTHORITY IMPROVEMENTS	Legislative District ID: 8,10,11,14,15,16,17
Category* BUILDINGS, LAND & MISCELLANEOUS	Department:* PLANNING	CP Unique ID: 2495

Overall Project Description

This project will fund critical improvements within the ten public housing authorities located in Westchester County. The improvements will prioritize units that have been taken off-line due to sub-standard conditions. Other improvements may include, but not limited to building exteriors common areas, and site work.

- | | | |
|--|---|---|
| <input type="checkbox"/> Best Management Practices | <input checked="" 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 checked="" type="checkbox"/> Other(AFFORDABLE HOUSING) | |

FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2024	2025	2026	2027	2028	Under Review
Gross	7,000	0	7,000	0	0	0	0	0
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	7,000	0	7,000	0	0	0	0	0

Expended/Obligated Amount (in thousands) as of : 0

Current Bond Description: This bond request will fund the interior and exterior repair and improvements of buildings owned or operated by the following public housing authorities or their affiliated entities: Municipal Housing Authority for the City of Yonkers; New Rochelle Municipal Housing Authority; White Plains Housing Authority; and the Greenburgh Housing Authority.

Financing Plan for Current Request:

Non-County Shares:	\$ 0
Bonds/Notes:	7,000,000
Cash:	0
Total:	\$ 7,000,000

SEQR Classification:

TYPE II

Amount Requested:

7,000,000

Expected Design Work Provider:

- | | | |
|---------------------------------------|-------------------------------------|--|
| <input type="checkbox"/> County Staff | <input type="checkbox"/> Consultant | <input checked="" type="checkbox"/> Not Applicable |
|---------------------------------------|-------------------------------------|--|

Comments:

Greenburgh Housing Authority (\$582,080)
 1,2,5,7 Maple St, White Plains, NY 10603
 1,2,4 Beech St, White Plains, NY 10603
 1,2,3 Oak St, White Plains, NY 10603
 Roof Replacement (10 roofs)

Municipal Housing for the City of Yonkers (8 buildings, \$4,647,208)
 1-8 Schoeder St, Yonkers, NY 10701
 Electrical service work, conversion from gas to electric stoves, apartment risers, install heat pump domestic water heaters

White Plains Housing Authority (\$1,450,912)
 86 Dekalb Ave, White Plains, NY 10605
 Fire alarm control panel, direct drive roof fans, elevator modernization, replace kitchens

120 Lake St, White Plains, NY 10604
 Direct drive roof fans, fire alarm control panel, elevator modernization, replace kitchens, fire rated door replacement

New Rochelle Municipal Housing Authority (\$319,800)
 50 Sickles Ave, New Rochelle, NY 10801 & 111 Lockwood Ave, New Rochelle, NY 10801
 Make buildings and units ADA compliant, including, but not limited to adding automatic door openers, handrails, accessible counters, support bars, and additional interior rehabilitation

Energy Efficiencies:**Appropriation History:**

Year	Amount	Description
2024	7,000,000	\$7M FOR IMPROVEMENTS TO WESTCHESTER COUNTY LOCAL PUBLIC HOUSING AUTHORITIES

Total Appropriation History:
 7,000,000

Total Financing History:
 0

Recommended By:

Department of Planning
 MLLL
Date
 09-09-2024

Department of Public Works
 RJB4
Date
 09-11-2024

Budget Department
 DEV9
Date
 09-11-2024

Requesting Department
 MLLL
Date
 10-15-2024

PUBLIC HOUSING AUTHORITY IMPROVEMENTS (BPL44)

User Department : Planning
Managing Department(s) : Planning ;
Estimated Completion Date: TBD
Planning Board Recommendation:

FIVE YEAR CAPITAL PROGRAM (in thousands)

	Est Ult Cost	Appropriated	Exp / Obl	2024	2025	2026	2027	2028	Under Review
Gross	7,000			7,000					
Non County Share									
Total	7,000			7,000					

Project Description

This project will fund critical improvements within the ten housing authorities in Westchester County. The improvements will prioritize units that have been taken off-line due to sub-standard conditions. Other improvements may include improvements to building exteriors, common areas, and site work.

Current Year Description

The current year request funds this project.

Current Year Financing Plan

Year	Bonds	Cash	Non County Shares	Total
2024	7,000,000			7,000,000

Impact on Operating Budget

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

ACT NO. 2024 _

AN ACT authorizing the County of Westchester to enter into easement agreements with the following Public Housing Authorities: Greenburgh Housing Authority, New Rochelle Municipal Housing Authority, White Plains Housing Authority and the Municipal Housing Authority for the City of Yonkers and if any, its Rental Assistance Demonstration program affiliates, their successors or assigns, to fund capital improvements, and authorize the County to accept necessary property rights that will remain affordable for a period of not less than fifty (50) years.

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

SECTION 1. The County of Westchester (the "County") is hereby authorized to enter into an easement agreement with each of the following Public Housing Authorities ("PHA"): Greenburgh Housing Authority ("GHA"), New Rochelle Municipal Housing Authority ("NRMHA"), White Plains Housing Authority ("WPHA") and the Municipal Housing Authority for the City of Yonkers ("MHACY") and if any, its Rental Assistance Demonstration program ("RAD") affiliates, its successors or assigns, whereby the County will finance capital improvements related to interior, exterior, and building systems and construction management costs (the "Improvements") in support of the preservation of approximately 1,016 units of the available housing stock for affordable housing tenancy located at the following properties:

GHA properties:

1,2,3 Oak Street, Town of Greenburgh
1,2,4 Beech Street, Town of Greenburgh
1,3,5,7 Maple Street, Town of Greenburgh

NRMHA properties:

50 Sickles Avenue, City of New Rochelle
111 Lockwood Avenue, City of New Rochelle

WPHA properties:

86 Dekalb Avenue, City of White Plains
120 Lake Street, City of White Plains

MHACY property:

1-8 Schroeder Street, City of Yonkers

§2. The County will fund an amount not to exceed Seven Million (\$7,000,000) Dollars as follows: GHA in an amount not to exceed \$582,080; NRMHA in an amount not to exceed \$319,800; WPHA in an amount not to exceed \$1,450,912, and MHACY in an amount not to exceed \$4,647,208. The term of each easement agreement will be ten years. The easement will require that each PHA and/or RAD affiliates, its successors or assigns, will be responsible for all costs of operation and maintenance of the Improvements.

§3. The Easement Agreement will require each PHA and its RAD affiliates, its successors or assigns, as a condition of the County's financing of the Improvements, to execute a Mortgage and Note approved by, and enforceable by the County and to record a Declaration of Restrictive Covenant which will run with the land and bind the Properties and any successor(s) in interest and will require that the units be maintained as affordable for a period of not less than fifty (50) years. The County requirements will be subordinate to State and/or HUD, existing lenders and investors and the PHAs will be responsible for obtaining any approvals from those entities prior to execution of agreements. The Improvements will encompass approximately 1,016 PHA units and preserve them for households whose incomes is at or below 80% of the Westchester County Area Median Income ("AMI").

§4. The period of affordability of the Properties shall be a minimum of fifty (50) years.

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

§6. This Act shall take effect immediately.

November 18, 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~~ *Kenneth Jenkins*
Acting Westchester County Executive

RE: Message Requesting Immediate Consideration: **Bond Acts – BPL30 & BPL1A, and 2 Acts re: 99 Church Street & 6 Cottage Place, White Plains.**

This will confirm my request that the Board of Legislators allow submission of the referenced communication to be submitted to the Board of Legislators November 18, 2024 Agenda.

Transmitted herewith for your review and approval is the legislation, as referenced above.

Therefore, since this communication is of the utmost importance, it is respectfully submitted that the County Board of Legislators accepts this submission for November 18, 2024 “blue sheet” calendar.

Thank you for your prompt attention to this matter.



George Latimer
County Executive

November 18, 2024

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

Dear Honorable Members of the Board of Legislators:

As your Honorable Board is aware, to encourage the development of affordable housing that will affirmatively further fair housing ("AFFH") in Westchester County (the "County"), the County has established New Homes Land Acquisition Fund II ("NHLA" or "Capital Project BPL30") and Housing Implementation Fund II ("HIF" or "Capital Project BPL1A") to provide funds to assist in the acquisition of property and construction of infrastructure improvements.

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

Land Purchase and Conveyance. An Act (the "Land Acquisition Act") to authorize the purchase and subsequent conveyance of approximately +/- 0.93 acres (40,511 square feet) of real property located at 99 Church Street and 6 Cottage Place, (the "Property") in the City of White Plains (the "City") to WBP Development LLC, its successors, assigns or any entity created to carry out the purposes of the proposed transaction (the "Developer"), as part of the County's program to support the construction of affordable housing units that will affirmatively further fair housing. The Land Acquisition Act also authorizes the County to grant and accept any property rights necessary in furtherance thereof.

Acquisition Financing. A New Homes Land Acquisition Bond Act (the "NHLA Bond Act"), prepared by the firm of Hawkins Delafield & Wood LLP, to authorize the issuance of bonds of the County in a total amount not to exceed \$10,000,000 as a part of Capital Project BPL30 New Homes Land Acquisition II. The Department of Planning ("Planning") has advised that subject to the approval of your Honorable Board, the proposed NHLA Bond Act will authorize an amount not to exceed \$10,000,000 to purchase the Property from the current owner to create one hundred-eight (108) affordable condominium ownership housing units that will affirmatively further fair housing (the "Affordable AFFH Units") (the "Development").

Inter-Municipal Developer Agreement Act. An Act (the "IMDA Act") which will authorize the County to enter into an Inter-Municipal Developer Agreement (the "IMDA") with the City of White Plains (the "City") and the Developer, its successors or assigns, to finance the construction of the infrastructure improvements including, but not limited to, the construction of a new parking level and reconstruction of the existing below grade parking level at 99 Church Street. This will include new ramps and repairs to existing ramps, concrete flooring, drainage, lighting, signage,

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

Telephone: (914)995-2900

Website: westchestercountyny.gov



fire suppression, landscaping, construction management and County administrative costs (the “Infrastructure Improvements”) in support of the Affordable AFFH Units as part of the County’s program to ensure the development of new affordable housing. The term of the IMDA will be fifteen years (commensurate with the period of probable usefulness of the HIF bonds as described herein). The IMDA will provide that the City and/or the Developer, its successors or assigns, will be responsible for all costs of operation and maintenance of the Infrastructure Improvements. The IMDA will require the Developer, as a condition of the County’s financing of the Infrastructure Improvements, to record a declaration of restrictive covenants approved by, and enforceable by, the County which will run with the land and bind the Property and any successor(s) in interest and will require that the Affordable AFFH Units be maintained and marketed in accordance thereto for a period of not less than fifty years.

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

Construction Financing. A Bond Act (the “HIF Bond Act”) prepared by the firm of Hawkins, Delafield and Wood, LLP, to authorize the issuance of bonds of the County in an amount not-to-exceed \$4,420,000 as a part of Capital Project BPL1A to finance the Infrastructure Improvements for the Development. Planning has advised that subject to the approval of your Honorable Board, the HIF Bond Act will authorize an amount not to exceed \$4,420,000 (the “County Funds”) for the Infrastructure Improvements, which includes costs to cover the County’s legal fees and staff costs.

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

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

Planning has further advised that additional funds for the Development are anticipated to be provided from AHOP (committed), HCR Affordable Housing Corporation subsidy (committed), City of White Plains Affordable Housing Fund subsidy (committed), sale proceeds and deferred


developer fee (committed), for an estimated total Development cost of approximately \$78.37 Million.

Planning has further advised that 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 be accompanied by a report of the Westchester County Planning Board ("Planning Board") with respect to the physical planning aspects of the project. On July 2, 2024 and November 6, 2024, the Planning Board adopted Resolution No. 24-26 and 24-40 that recommends funding for the purchase and conveyance of the Property which is annexed hereto. In addition, the report of the Commissioner of Planning is annexed pursuant to Section 191.41 of the Westchester County Charter.

On July 2, 2024, the Planning Board adopted Resolution No. 24-27 to recommend funding to finance the Infrastructure Improvements on the Property. The Planning Board Resolution has been annexed hereto.

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

Sincerely,


~~George Latimer~~ Kenneth Jenkins
~~County Executive~~ Acting County Executive

GL/BPL/DV/JPI
Attachments

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

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

Land Purchase and Conveyance. An Act (the “Land Acquisition Act”) to authorize the purchase and subsequent conveyance of approximately +/- 0.93 acres of real property located at 99 Church Street and 6 Cottage Place (the “Property”) in the City of White Plains (the “City”) to WBP Development LLC, its successors, assigns or any entity created to carry out the purposes of the proposed transaction (the “Developer”), as part of the County’s program to support the creation of affordable housing units that affirmatively further fair housing). The Land Acquisition Act also authorizes the County to grant and accept any property rights necessary in furtherance thereof.

Acquisition Financing. A New Homes Land Acquisition Bond Act (the “NHLA Bond Act”), prepared by the firm of Hawkins Delafield & Wood LLP, to authorize the issuance of bonds of the County in a total amount not to exceed \$10,000,000 as a part of Capital Project BPL30 New Homes Land Acquisition II. The Department of Planning (“Planning”) has advised that subject to the receipt of approval of your Honorable Board, the proposed NHLA Bond Act will authorize an amount not to exceed \$10,000,000 to purchase the Property from the current owner to create one hundred-eight (108) affordable condominium ownership housing units that will affirmatively further fair housing (the “Affordable AFFH Units”).

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

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

In accordance with the Land Acquisition Act, the County will subsequently convey the Property to the Developer for One (\$1.00) Dollar for adaptive reuse and construction of the Affordable AFFH Units.

Inter-Municipal Developer Agreement Act. An Act (the “IMDA Act”) which will authorize the County to enter into an Inter-Municipal Developer Agreement (the “IMDA”) with the City of White Plains (the “City”) and the Developer, its successors or assigns, to finance the construction of the infrastructure improvements including, but not limited to, on-site and off-site paving, curbing, sidewalks, storm water detention, drainage systems, sanitary sewer system, water lines, lighting, signage, landscaping, construction management and County administrative costs (the “Infrastructure Improvements”) in support of the Affordable AFFH Units as part of the County’s program to ensure the development of new affordable housing. The term of the IMDA will be fifteen years (commensurate with the period of probable usefulness of the HIF bonds as described herein). The IMDA will provide that the City and/or the Developer, its successors, or assigns, will be responsible for all costs of operation and maintenance of the Infrastructure Improvements. The IMDA will require the Developer, as a condition of the County’s financing of the Infrastructure Improvements, to record a declaration of restrictive covenants approved by, and enforceable by, the County which will run with the land and bind the Property and any successor(s) in interest and will require that the Affordable AFFH Units be maintained and marketed in accordance thereto for a period of not less than fifty.

Construction Financing. A Bond Act (the “HIF Bond Act”) prepared by the firm of Hawkins, Delafield and Wood, LLP, to authorize the issuance of bonds of the County in an amount not-to-exceed \$4,420,000 as a part of Capital Project BPL1A to finance the Infrastructure Improvements for the Development. Planning has advised that subject to the approval of your Honorable Board, the HIF Bond Act will authorize an amount not to exceed \$4,420,000 (the “County Funds”) for the Infrastructure Improvements which includes costs to cover the County’s legal fees and staff costs.

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

Your Committee has been advised that additional funds for the Development are anticipated to be provided from the Affordable Homeownership Opportunity Program (“AHOP”) from HCR (committed), New York State Affordable Housing Corporation from HCR (committed), City of White Plains Affordable Housing Fund (“WPAHF”) subsidy (committed), sale proceeds and deferred developer fee (committed), for an estimated total Development cost of approximately \$78.37 Million.

Your Committee has been advised by Planning that the proposed Development was classified as an Unlisted Action by the City of White Plains Common Council, pursuant to the State Environmental Quality Review Act (“SEQRA”) and its implementing regulations 6 NYCRR Part 617, which requires an assessment of environmental impacts. Your Committee has further been advised by Planning that the City Common Council issued a determination that this project would not have a significant impact on the environment, but since the County was not included as an involved agency in the City’s review, the County must conduct its own environmental review. As such, a Short Environmental Assessment form (“EAF”) was prepared by Planning and is attached hereto for your Honorable Board’s consideration. Your Committee has carefully

considered the proposed legislation. It has reviewed the attached EAF and the criteria contained in Section 617.7 of the SEQRA regulations to identify the relevant areas of environmental concern. For the reasons set forth in the attached EAF, your Committee believes that the proposed action will not have any significant adverse impact on the environment and urges your Honorable Board to adopt the annexed Resolution by which this Board would issue a Negative Declaration for this Development.

Your Committee has been further advised that 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 be accompanied by a report of the Westchester County Planning Board (“Planning Board”) with respect to the physical planning aspects of the project. On July 2, 2024 and November 6, 2024, the Planning Board adopted Resolution No. 24-26 and 24-40 that recommends funding for the purchase and conveyance of the Property which is annexed hereto. In addition, the report of the Commissioner of Planning is annexed pursuant to Section 191.41 of the Westchester County Charter.

Your Committee has been advised that on June 4, 2024, the Planning Board adopted Resolution No. 24-27 to recommend funding to finance the Infrastructure Improvements on the Property. The Planning Board Resolution has been annexed hereto.

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

Dated: , 2024

White Plains, New York

COMMITTEE ON

c/dlv/jpi 11-18-24



Memorandum

**Department of Planning
432 Michaelian Office Building
148 Martine Avenue
White Plains, NY 10601**

TO: Honorable George Latimer
County Executive

FROM: Blanca P. Lopez
Commissioner

DATE: November 18, 2024

SUBJECT: Acquisition of Real Property – 99 Church Street and 6 Cottage Place
- City of White Plains

Pursuant to Section 191.41 of the County Charter, submitted herewith is the required report of the Commissioner of Planning on the proposed acquisition and subsequent conveyance of +/- 0.99 acres of real property located at 99 Church Street and 6 Cottage Place in the City of White Plains, identified on the City tax maps as Section: 125.67 Block 4: Lot: 4.1 (the "Property") for the purpose of creating 108 affordable housing units (the "Affordable AFFH Units"), that will affirmatively further fair housing ("AFFH").

The County of Westchester ("the County") intends to finance the purchase of the Property from the current owner in an amount not to exceed \$10,000,000 as a part of Capital Project BPL30 New Homes Land Acquisition II. Upon acquisition of the Property, the County will file a Declaration of Restrictive Covenants to require that the Affordable AFFH Units are marketed and sold in accordance with an approved affirmative fair housing marketing plan and will remain available to eligible households for a period of not less than 50 years. The County will then convey ownership of the Property to WBP Development LLC (the "Developer"), its successors or assigns, for One (\$1.00) Dollar.

The Developer proposes to adaptively reuse / construct the 108 units in an existing five story and six story building on the Property that will include a mix of affordable studio, one, two and three-bedroom condominium ownership housing units that will be sold to households who earn at or below 100% with the sales price set at 80% of the area median income ("AMI") (collectively the "Development").

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

100% of AMI.

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

1. The acquisition of this Property will advance the County's efforts to provide fair and affordable housing;
2. The acquisition and subsequent conveyance of the Property to develop fair and affordable housing is consistent with development policies adopted by the County Planning Board as set forth in *Westchester 2025 - Context for County and Municipal Planning in Westchester County and Policies to Guide County Planning*, adopted May 6, 2008, and amended January 5, 2010, and the recommended strategies set forth in *Patterns for Westchester: The Land and the People*, adopted December 5, 1995;
3. The Development is proposed to include green technology, such as energy efficient appliances, lighting and heating systems and water-conserving fixtures to reduce operating and maintenance costs, minimize energy consumption and conserve natural resources. The Development will provide all electric, high-performance heating/cooling/domestic hot water equipment. It will also follow HCR Sustainability Guidelines for New Construction and will seek Energy Star Multi-Family Certification.;
4. The Development is consistent with the land use policies and regulations of the City of White Plains; and
5. On July 2, 2024 and November 6, 2024, the County Planning Board adopted a resolution to recommend County financing towards the purchase the Property to support the Development.

BPL/lg

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

RESOLUTION 24- 26

WESTCHESTER COUNTY PLANNING BOARD

New Homes Land Acquisition II
Capital Project Funding Request
99 Church Street,
City of White Plains

WHEREAS, the County of Westchester (the "County") has established Capital Project BPL30 New Homes Land Acquisition II ("NHLA") to assist in the acquisition of property associated with the development and preservation of fair and affordable housing; and

WHEREAS, WBP Development LLC (the "Developer"), its successors or assigns, desires to develop the real property located at 99 Church Street in the City of White Plains (the "City"), identified on the tax maps as Section 125.67 Block 4; Lot: 4.1 (the "Property") to create 68 affordable residential ownership units that will affirmatively further fair housing ("AFFH"; collectively the "Affordable AFFH Units") and 101 parking spaces (collectively the "Development"). and

WHEREAS, the County proposes to purchase the Property from the owner of record, for a not to exceed amount of \$3,400,000 with funds from NHLA and subsequently convey the Property to the Developer for One (\$1.00) Dollar to underwrite the cost of the land; and

WHEREAS, in 1992, the Board of Legislators ("BOL") approved the creation of the NHLA Program to support the development of affordable housing in the County. The NHLA program was set up with income requirements based on the adopted *Westchester County Affordable Housing Plan Statement of Need* ("Statement of Need") dated June 4, 1992, which identified housing needs in the County, and stated that "middle income households will require further support...hence the need for the County to target this population group as well." Middle income was defined in the Statement of Need as households earning between 80% and 120% of the AMI. However, the NHLA Program has historically served households earning up to 80% of AMI for homeownership developments. Therefore, in accordance with State of New York funding programs and to promote affordable homeownership development, the County will permit NHLA funding for households with income of up to 100% of the AMI. These Developments must receive a funding award from the State of New York Homes and Community Renewal program known as Affordable Homeownership Opportunity Program ("AHOP"). Furthermore, the future homeowners must be first time homeowners; and

WHEREAS, upon acquisition, the County will file a Declaration of Restrictive Covenants to require that the Affordable AFFH Units constructed on the Property be purchased at a sales price set at 80% of the Westchester County Area Median Income ("AMI") by households who earn at or below 100% of the AMI; and

WHEREAS, the County will transfer ownership of the Property to the Developer to construct a mix of one, two and three-bedroom apartments to be purchased by eligible first time

home buyer households, pursuant to an approved Affirmative Fair Housing Marketing Plan, for a minimum of 50 years; and

WHEREAS, in furtherance of the above, the County Executive will be submitting legislation to the Board of Legislators to amend Capital Project BPL30 NHLA II to add the Property, 99 Church Street; City of White Plains, and authorize bonding in a not to exceed amount of \$3,400,000 to develop the Property; and

WHEREAS, the Development is subject to approvals by the City of White Plains; and


WHEREAS, the funding to support the development of the Affordable AFFH Units is consistent with and reinforces *Westchester 2025 – Policies to Guide County Planning*, the County Planning Board's adopted long-range land use and development policies, by contributing to the development of "a range of housing types" "affordable to all income levels"; and

WHEREAS, the staff of the County Department of Planning have reviewed the proposal and recommend the requested funding associated with acquisition of the Property; and

RESOLVED, that the Westchester County Planning Board after completing a review of the physical planning aspects of the Affordable AFFH Units, including an appraisal, recommends that the County provide financial assistance in a not-to-exceed amount of \$3,400,000 from BPL30 NHLA II for property acquisition; and be it further

RESOLVED, that the Westchester County Planning Board amends its report on the 2024 Capital Project requests to include 99 Church Street in the City of White Plains, as a new component project in Capital Project BPL30 under the heading of Buildings, Land and Miscellaneous.

Adopted this 2nd day of July 2024.


Richard Hyman, Chair

RESOLUTION 24- 27

WESTCHESTER COUNTY PLANNING BOARD

**Housing Implementation Fund II
Capital Project Funding Request
99 Church Street, City of White Plains**

WHEREAS, the County has established Capital Project BPL1A Housing Implementation Fund II ("HIF") to assist municipalities with the cost of construction of public infrastructure improvements associated with the development of fair and affordable housing; and

WHEREAS, WBP Development LLC (the "Developer"), its successors or assigns, desires to develop the real property located at 99 Church Street in the City of White Plains (the "City"), identified on the tax maps as Section 125.67 Block 4: Lot: 4.1 (the "Property") to create 68 affordable residential ownership units that will affirmatively further fair housing ("AFFH"; collectively the "Affordable AFFH Units") and 101 parking spaces (collectively the "Development"); and

WHEREAS, the Developer desires the County to fund infrastructure improvements to support the construction/adaptive reuse of one four story building into one five-story building, with 68 affordable residential homeownership units and 101 parking spaces (the "Development"); and

WHEREAS, to support the development of affordable homeownership housing in the County and since 1992, the Housing Implementation Fund ("HIF") program has been relying on income requirements based on the adopted *Westchester County Affordable Housing Plan Statement of Need* ("Statement of Need") dated June 4, 1992, which identified housing needs in the County, and stated that "middle income households will require further support...hence the need for the County to target this population group as well." Middle income was defined in the Statement of Need as households earning between 80% and 120% of the AMI. However, the HIF Program has historically served households earning up to 80% of AMI for homeownership developments. Therefore, in accordance with State of New York funding programs and to promote affordable homeownership development, the County will permit HIF funding for households with income of up to 100% of the AMI. These Developments must receive a funding award from the State of New York Homes and Community Renewal program known as Affordable Homeownership Opportunity Program ("AHOP"). Furthermore, the future homeowners must be first time homeowners; and

WHEREAS, upon acquisition, the County will file a Declaration of Restrictive Covenants to require that the Affordable AFFH Units constructed on the Property be purchased at a sales price set at 80% of the Westchester County Area Median Income ("AMI") by households who earn at or below 100% of the AMI; and

WHEREAS, a not to exceed amount of \$4,420,000 is requested from Capital Project BPL1A Housing Implementation Fund II to fund eligible expenses that include, but will not

be limited to, construction of a new parking level and reconstruction of the existing below grade parking level. This will include new ramps and repairs to existing ramps, concrete flooring, drainage, lighting, signage, fire suppression, landscaping, construction management and county administrative costs; and

WHEREAS, the Development proposes to include green technology such as energy efficient appliances, lighting and heating systems and water-conserving fixtures to maximize energy efficiency, reduce heating and cooling costs and conserve natural resources; and

WHEREAS, the Development is subject to approvals by the City of White Plains; and

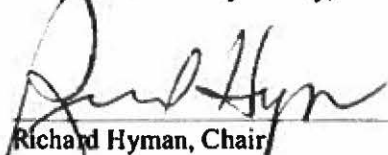
WHEREAS, the funding to support the development of the Affordable AFFH Units is consistent with and reinforces *Westchester 2025 – Policies to Guide County Planning*, the County Planning Board's adopted long-range land use and development policies, by contributing to the development of "a range of housing types" "affordable to all income levels;" and

WHEREAS, the staff of the County Department of Planning have reviewed the proposal and recommend the requested funding associated with the construction of the infrastructure improvements; and

RESOLVED, that the Westchester County Planning Board after completing a review of the physical planning aspects of the Development, supports the request to provide a not to exceed amount of \$4,420,000 for infrastructure improvements for the Development under the terms of the HIF Program, which will support the creation of 68 Affordable AFFH Homeownership Units which will be available to households who have an income of up to 100% of the AMI and 101 parking spaces, located at 99 Church Street in the City of White Plains; and

RESOLVED, that the Westchester County Planning Board amends its report on the 2024 Capital Project Requests to include 99 Church Street in the City of White Plains, as a new component project in Capital Project BPL1A under the heading of Buildings, Land and Miscellaneous.

Adopted this 2nd day of July, 2024.


Richard Hyman, Chair

RESOLUTION 24- 40

WESTCHESTER COUNTY PLANNING BOARD

**Capital Budget Amendment to the 2024 Capital Project Requests
BPL30 - New Homes Land Acquisition II
6 Cottage Place,
City of White Plains**

WHEREAS, the County of Westchester (the "County") has established Capital Project BPL30 New Homes Land Acquisition II ("NHLA") to assist in the acquisition of property associated with the development and preservation of fair and affordable housing; and

WHEREAS, WBP Development LLC (the "Developer"), its successors or assigns, desires to develop the real property located at 6 Cottage Place in the City of White Plains (the "City"), identified on the tax maps as Section 125.67 Block 4: Lot: 4.1 (the "Property") to create 40 affordable residential ownership units that will affirmatively further fair housing ("AFFH"; collectively the "Affordable AFFH Units") (collectively the "Development"); and

WHEREAS, the County proposes to purchase the Property from the owner of record, for a not to exceed amount of \$6,600,000 with funds from NHLA and subsequently convey the Property to the Developer for One (\$1.00) Dollar to underwrite the cost of the land; and

WHEREAS, in 1992, the Board of Legislators ("BOL") approved the creation of the NHLA Program to support the development of affordable housing in the County. The NHLA program was set up with income requirements based on the adopted *Westchester County Affordable Housing Plan Statement of Need* ("Statement of Need") dated June 4, 1992, which identified housing needs in the County, and stated that "middle income households will require further support...hence the need for the County to target this population group as well." Middle income was defined in the Statement of Need as households earning between 80% and 120% of the AMI. However, the NHLA Program has historically served households earning up to 80% of AMI for homeownership developments. Therefore, in accordance with State of New York funding programs and to promote affordable homeownership development, the County will permit NHLA funding for households with income of up to 100% of the AMI. These Developments must receive a funding award from the State of New York Homes and Community Renewal program known as Affordable Homeownership Opportunity Program ("AHOP"). Furthermore, the future homeowners must be first time homeowners; and

WHEREAS, upon acquisition, the County will file a Declaration of Restrictive Covenants to require that the Affordable AFFH Units constructed on the Property be purchased at a sales price set at 80% of the Westchester County Area Median Income ("AMI") by households who earn at or below 100% of the AMI; and

WHEREAS, the County will transfer ownership of the Property to the Developer to construct a mix of studio, one and three-bedroom affordable homeownership apartments to be purchased by eligible first time home buyer households, pursuant to an approved Affirmative

Fair Housing Marketing Plan, for a minimum of 50 years; and

WHEREAS, in furtherance of the above, the County Executive will be submitting legislation to the Board of Legislators to amend Capital Project BPL30 NHLA II to add the Property, 6 Cottage Place; City of White Plains, and authorize bonding in a not to exceed amount of \$6,600,000 to develop the Property; and

WHEREAS, the Development is subject to approvals by the City of White Plains; and

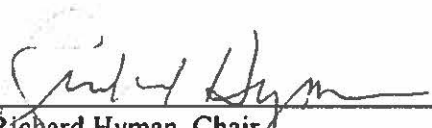
WHEREAS, the funding to support the development of the Affordable AFFH Units is consistent with and reinforces *Westchester 2025 – Policies to Guide County Planning*, the County Planning Board's adopted long-range land use and development policies, by contributing to the development of "a range of housing types" "affordable to all income levels"; and

WHEREAS, the staff of the County Department of Planning have reviewed the proposal and recommend the requested funding associated with acquisition of the Property; and


RESOLVED, that the Westchester County Planning Board after completing a review of the physical planning aspects of the Affordable AFFH Units, including an appraisal, recommends that the County provide financial assistance in a not-to-exceed amount of \$6,600,000 from BPL30 NHLA II for property acquisition; and be it further

RESOLVED, that the Westchester County Planning Board amends its report on the 2024 Capital Project requests to include 6 Cottage Place in the City of White Plains, as a new component project in Capital Project BPL30 under the heading of Buildings, Land and Miscellaneous.

Adopted this 6th day of November 2024.


Richard Hyman, Chair

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

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

DATE: November 13, 2024

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR
BPL1A HOUSING IMPLEMENTATION FUND
BPL30 NEW HOMES LAND ACQUISITION II
99 CHURCH STREET & 6 COTTAGE PLACE, WHITE PLAINS**

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

The action involves the provision of County funding under capital projects BPL1A – Housing Implementation Fund II and BPL30 – New Homes Land Acquisition II to facilitate the adaptive reuse of commercial property, that was last used by a college for educational and dormitory purposes, into 108 units of affordable housing. The property consists of two buildings on a 0.93-acre parcel, located at 99 Church Street and 6 Cottage Place in the City of White Plains.

Funds from BPL1A will be used to cover a portion of the costs of infrastructure improvements, including parking-related improvements to provide a total of 89 parking spaces. BPL30 funds will be applied towards the purchase of the property, upon which the County will file a restrictive covenant that will require all of the proposed condominium units to be marketed and leased to households meeting certain income thresholds that will affirmatively further fair housing for a period of not less than 50 years prior to conveying to the developer.

The proposed redevelopment, which includes building modifications, was reviewed by the City of White Plains Common Council, which classified the project as an Unlisted action under SEQR and on October 7, 2024, issued a determination that the proposed project would not have a significant effect on the environment.

However, since the County of Westchester was not included as an involved agency in the City's review, the County must conduct its own environmental review prior to approving County funding towards this project. Consequently, a Short Environmental Assessment Form (EAF) is attached for consideration by the Board of Legislators.

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

DSK/cnm

Att.

cc: Blanca Lopez, Commissioner, Department of Planning
David Vutera, Associate County Attorney
John Paul Iannace, Senior Assistant County Attorney
Susan Darling, Chief Planner
Michael Lipkin, Associate Planner
Claudia Maxwell, Principal Environmental Planner

RESOLUTION

WHEREAS, there is pending before this Honorable Board an Act to authorize the County of Westchester to acquire and convey real property at 99 Church Street and 6 Cottage Place in the City of White Plains, along with the provision of funds to assist with related infrastructure improvements, for the purpose of adaptive reuse of existing development to create 108 affordable condominium ownership housing units , that will affirmatively further fair housing and remain affordable for a period of not less than 50 years (the “Project”); and

WHEREAS, this Honorable Board has determined that the Project 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 City of White Plains Common Council conducted an environmental review and made a determination that the proposed action would not have a significant effect on the environment, but did not include the County in a coordinated review; and

WHEREAS, the County of Westchester is conducting an uncoordinated review as permitted for Unlisted actions pursuant to Section 617.6(b)(4) of the implementing regulations; 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 real property acquisition and conveyance of 99 Church Street and 6 Cottage Place in the City of White Plains and funding of related infrastructure improvements in support of the adaptive reuse and construction of 108 affordable condominium homeownership units that will affirmatively further fair housing; 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: 99 Church Street & 6 Cottage Place			
Project Location (describe, and attach a location map): 97-109 Church Street, White Plains			
Brief Description of Proposed Action: The Applicant is proposing to renovate the existing buildings at 99 Church Street and 6 Cottage Place and adaptively reuse them as multi-family dwelling units. The Applicant proposes a total of 108 dwelling units, including 68 dwelling units at 99 Church Street and 40 dwelling units at 6 Cottage Place, together with 89 parking spaces in the two (2) buildings. The Applicant is also proposing to add one (1) story onto the building at 99 Church Street. The project required an area variance from the Zoning Board of Appeals pursuant to Section 5.5.3.1 to permit a reduction in the front yard setback from 15 feet (required) to 0 feet (existing and proposed), which was granted in February, 2024. The project also required site plan approval and a special permit from the Common Council which were granted in June, 2024. Since the approvals were granted, the Applicant has reduced the proposed number of dwelling units at 6 Cottage Place to 40 units and increased the proposed number of parking spaces at the property. These modifications require amended site plan approval from the Common Council.			
Name of Applicant or Sponsor: WBP Development LLC		Telephone: 914-263-0079 E-Mail: jwendling@wbpdev.com	
Address: c/o Wilder Balter Partners, Inc., 480 Bedford Road			
City/PO: Chappaqua	State: NY	Zip Code: 10514	
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.		NO	YES
		<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: Common Council; Building Department; WC BOL		NO	YES
		<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action? b. Total acreage to be physically disturbed? c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		0.93 acres 0 acres 0.93 acres	
4. Check all land uses that occur on, are adjoining or near the proposed action: 5. <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify): <input type="checkbox"/> Parkland			

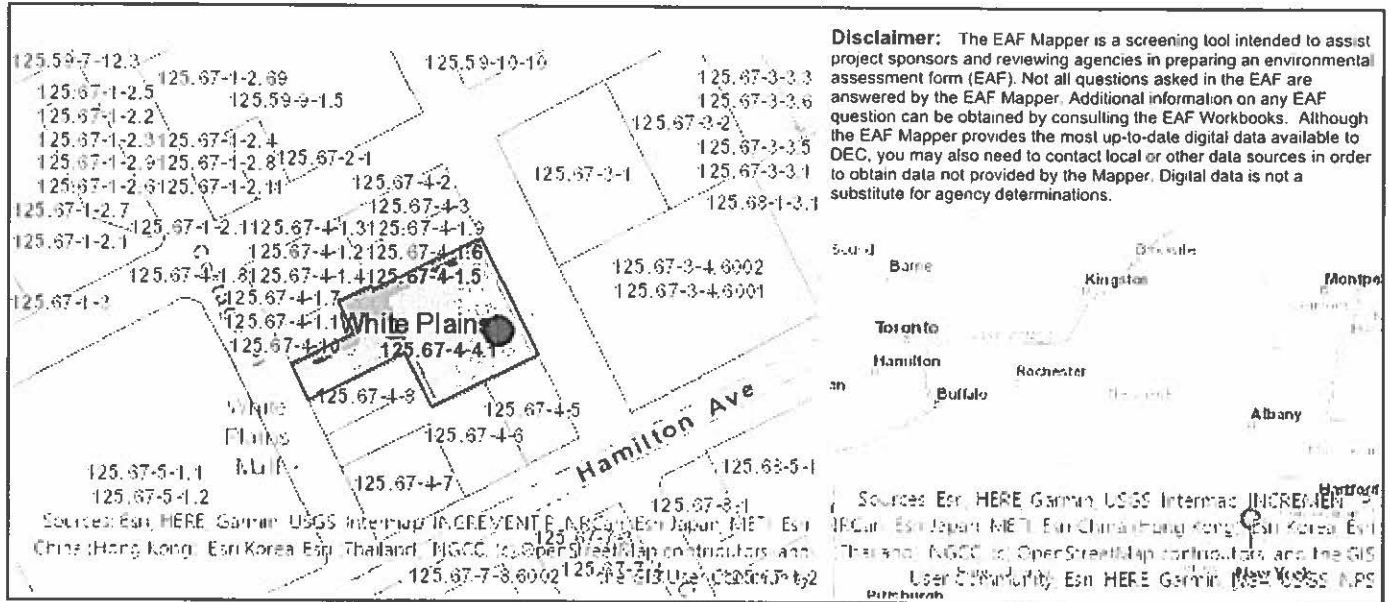
5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
b. Are public transportation services available at or near the site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	NO <input type="checkbox"/>	YES <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: _____ _____	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ _____	NO <input type="checkbox"/>	YES <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? Consultation with SHPO closed and both buildings at the property were determined to be not eligible for listing.	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	<input 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? Peregrine Falcon	NO	YES
	<input type="checkbox"/>	<input checked="" 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
a. Will storm water discharges flow to adjacent properties?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe:	<input type="checkbox"/>	<input type="checkbox"/>
No new impervious surfaces proposed as part of the project. Buildings discharge into existing conveyance systems.		
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
White Plains Mall/Hamilton Green Project was in the Brownfield Cleanup Program and located across Cottage Place from property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor/name: WBP Development LLC by its attorneys DDWWW Date: 11/12/24		
Signature: <u>[Signature]</u> Title: <u>president</u>		

PRINT FORM

EAF Mapper Summary Report

Monday, August 19, 2024 3:33 PM



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	Yes
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	No
Part 1 / Question 15 [Threatened or Endangered Animal]	Yes
Part 1 / Question 15 [Threatened or Endangered Animal - Name]	Peregrine Falcon
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	Yes

Short Environmental Assessment Form

Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

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

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<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 environmental impacts as the project involves adaptive reuse of property that is already fully developed with a 4-story building, a 6-story building and paved parking areas within an urban setting,

The increase in square footage by adding one story to the existing 4-story building will not change the footprint nor significantly alter the visual environment, which consists of buildings that are taller.

The change in use from institutional (educational) to residential will also not have an impact on the neighborhood as the area contains mixed uses, including commercial and multifamily residential buildings.

Adaptive reuse of property provides the environmental benefit of capitalizing on existing infrastructure and avoiding development of undeveloped land.

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

County of Westchester

Name of Lead Agency

Malika Vanderberg

Print or Type Name of Responsible Officer in Lead Agency

Signature of Responsible Officer in Lead Agency

Date

Clerk to the Board of Legislators

Title of Responsible Officer

Signature of Preparer (if different from Responsible Officer)

ACT NO. -20__

BOND ACT AUTHORIZING THE ISSUANCE OF \$10,000,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE PURCHASE OF REAL PROPERTY LOCATED AT 99 CHURCH STREET AND 6 COTTAGE PLACE, IN THE CITY OF WHITE PLAINS, IN ORDER TO AFFIRMATIVELY FURTHER FAIR HOUSING (“AFFH”) PURSUANT TO THE COUNTY’S NEW HOMES LAND ACQUISITION II CAPITAL PROJECT (BPL30); STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$10,000,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$10,000,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS (Adopted , 20__)

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

Section 1. Pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the “Law”), the Westchester County Administrative Code, being Chapter 852 of the Laws of 1948, as amended, and other laws applicable thereto, bonds of the County in the aggregate amount of \$10,000,000, or so much thereof as may be necessary, are hereby authorized to be issued to finance the cost of the purchase of approximately 0.93 acres of real property, including two buildings located at 99 Church Street and 6 Cottage Place, in the City of White Plains (the “AFFH Property”) from the current owner(s) of

record at a cost of \$10,000,000, including acquisition and settlement costs, in order to support the construction of 108 affordable housing units and 89 parking spaces that will affirmatively further fair housing (“AFFH”). The County will file, or cause to be filed, a Declaration of Restrictive Covenants in the Westchester County Clerk’s office requiring that the AFFH Property remain affordable for a period of not less than 50 years. The funding requested herein is in support of the construction of 108 affordable AFFH units at the aggregate estimated maximum cost of \$10,000,000 for the acquisition of the AFFH Property. The AFFH Property shall be acquired by the County, subjected to said Declaration of Restrictive Covenants and subsequently conveyed to WBP Development (the “Developer”), its successors or assigns. The Developer will construct a project which will include 108 affordable AFFH rental units on the AFFH Property. In addition, the County shall provide funding for infrastructure improvements on the AFFH Property under BPL1A in the amount of \$4,420,000 pursuant to a separate authorization and Bond Act. The County’s acquisition of the AFFH Property is set forth in the County’s Current Year Capital Budget, as amended. To the extent that the details set forth in this act are inconsistent with any details set forth in the Current Year Capital Budget of the County and the Statement of Need, such Budget and Statement of Need shall be deemed and are hereby amended. The estimated maximum cost of said object or purpose, including preliminary costs and costs incidental thereto and the financing thereof, is \$10,000,000. The plan of financing includes the issuance of \$10,000,000 bonds herein authorized, and any bond anticipation notes issued in anticipation of the sale of such bonds, and the levy and collection of a tax on taxable real property in the County to pay the principal of and interest on said bonds and notes.

Section 2. The period of probable usefulness for which said \$10,000,000 bonds are

authorized to be issued, within the limitations of Section 11.00 a. 21 of the Law, is thirty (30) years.

Section 3. The County intends to finance, on an interim basis, the costs or a portion of the costs of said object or purpose for which bonds are herein authorized, which costs are reasonably expected to be reimbursed with the proceeds of debt to be incurred by the County, pursuant to this Bond Act, in the maximum amount of \$10,000,000. This Act is a declaration of official intent adopted pursuant to the requirements of Treasury Regulation Section 1.150-2.

Section 4. The estimate of \$10,000,000 as the estimated maximum cost of the aforesaid object or purpose is hereby approved.

Section 5. Subject to the provisions of this Act and of the Law, and pursuant to the provisions of section 30.00 relative to the authorization of the issuance of bond anticipation notes and the renewals thereof, and of sections 50.00, 56.00 to 60.00 and 1108.00 of said Law, the powers and duties of the County Board of Legislators relative to authorizing the issuance of any notes in anticipation of the sale of the bonds herein authorized, and the renewals thereof, relative to providing for substantially level or declining annual debt service, relative to prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized, and of any notes issued in anticipation of the sale of said bonds and the renewals of said notes, and relative to executing agreements for credit enhancement, are hereby delegated to the Commissioner of Finance of the County, as the chief fiscal officer of the County.

Section 6. Each of the bonds authorized by this Act and any bond anticipation notes issued in anticipation of the sale thereof shall contain the recital of validity prescribed by section 52.00 of said Local Finance Law and said bonds and any notes issued in anticipation of said bonds shall be general obligations of the County of Westchester, payable as to both principal and interest

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

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

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

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

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

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

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

* * *

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__.

Clerk and Chief Administrative Officer of the County Board of Legislators of the 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 \$10,000,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE PURCHASE OF REAL PROPERTY LOCATED ON 99 CHURCH STREET, IN THE CITY OF WHITE PLAINS, IN ORDER TO AFFIRMATIVELY FURTHER FAIR HOUSING ("AFFH") PURSUANT TO THE COUNTY'S NEW HOMES LAND ACQUISITION II CAPITAL PROJECT (BPL30); STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$10,000,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$10,000,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS (Adopted _____, 20____)

Object or purpose: to finance the cost of the purchase of approximately 0.93 acres of real property, including two buildings located at 99 Church Street and 6 Cottage Place, in the City of White Plains (the "AFFH Property") from the current owner(s) of record at a cost of \$10,000,000, including acquisition and settlement costs, in order to support the construction of 108 affordable housing units and 89 parking spaces that will affirmatively further fair housing ("AFFH"). The County will file, or cause to be filed, a Declaration of Restrictive Covenants in the Westchester County Clerk's office requiring that the AFFH Property remain affordable for a period of not less than 50 years. The funding requested herein is in support of the construction of 108 affordable AFFH units at the aggregate estimated maximum cost of \$10,000,000 for the acquisition of the AFFH Property. The AFFH Property shall be acquired by the County, subjected to said Declaration of Restrictive Covenants and subsequently conveyed to WBP Development (the "Developer"), its successors or assigns. The Developer will construct a project which will include 108 affordable AFFH rental units on the AFFH Property. In addition, the County shall provide funding for infrastructure improvements on the AFFH Property under BPL1A in the amount of \$4,420,000 pursuant to a separate authorization and Bond Act. The County's acquisition of the AFFH Property is set forth in the County's Current Year Capital Budget, as amended.

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

\$10,000,000 - thirty (30) years

Dated: _____, 20____
White Plains, New York

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

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: BPL30

☐ 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

99 CHURCH ST 6 COTTAGE PLACE WHITE PLAINS FS 2585

SECTION B - BONDING AUTHORIZATIONS

To Be Completed by Finance

Total Principal \$ 10,000,000 PPU 30 Anticipated Interest Rate 3.62%

Anticipated Annual Cost (Principal and Interest): \$ 526,259

Total Debt Service (Annual Cost x Term): \$ 15,787,761

Finance Department: maab 11-14-24

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:

Prepared by: Dianne Vanadia

Title: Associate Budget Director

Department: Budget

Date: 11/15/24

Reviewed By: 

Budget Director

Date: 11/15/24

CAPITAL PROJECT FACT SHEET

Project ID:* BPL30	<input checked="" type="checkbox"/> CBA	Fact Sheet Date:* 07-08-2024
Fact Sheet Year:* 2024	Project Title:* NEW HOMES LAND ACQUISITION II	Legislative District ID: 5, 8
Category* BUILDINGS, LAND & MISCELLANEOUS	Department:* PLANNING	CP Unique ID: 2585

Overall Project Description

This is a continuation of project BPL10 New Homes Land Acquisition Fund (NHLA). NHLA provides funds to acquire property for the construction of fair and affordable housing. The purpose of the Fund is to increase the inventory of available properties for fair and affordable housing development. In addition to the acquisition cost of properties, other costs associated with, and often required for, site acquisition may be considered eligible costs to be funded through the NHLA program. Such associated costs may include, but are not limited to, closing costs, appraisals, property surveys, environmental assessments, hazardous materials reports and demolition of existing structures. Demolition may be particularly critical in the County's urban areas where existing structures need to be removed to allow construction of fair and affordable units. Funds can be used in all municipalities. This is a general fund, specific projects are subject to a Capital Budget Amendment.

- | | | |
|--|--|---|
| <input 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 checked="" type="checkbox"/> Other | |

FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2024	2025	2026	2027	2028	Under Review
Gross	104,500	104,500	0	0	0	0	0	0
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	104,500	104,500	0	0	0	0	0	0

Expended/Obligated Amount (in thousands) as of : 54,851

Current Bond Description: Bonding is requested to finance the acquisition of approximately 0.99 acres of real property located at 99 Church Street and 6 Cottage Place in the City of White Plains and identified on the tax maps as Section 125.67: Block 4: Lot 4.1 (the "Property") in order to construct 108 units of ownership housing that will Affirmatively Further Fair Housing (the "Affordable AFFH Units"). The Development will also include 89 parking spaces.

Financing Plan for Current Request:

Non-County Shares:	\$ 0
Bonds/Notes:	10,000,000
Cash:	0
Total:	\$ 10,000,000

SEQR Classification:

UNLISTED

Amount Requested:

10,000,000

Expected Design Work Provider:

- | | | |
|---------------------------------------|-------------------------------------|--|
| <input type="checkbox"/> County Staff | <input type="checkbox"/> Consultant | <input checked="" type="checkbox"/> Not Applicable |
|---------------------------------------|-------------------------------------|--|

Comments:

A Capital Budget Amendment ("CBA") is requested to add the property to Capital Projects BPL30 and to authorize the County to purchase the land and vacant structures from the current owner for an amount not to exceed \$10,000,000 to support the Adaptive-reuse/construction of one 5-story and one 6-story residential buildings with 108 Affordable AFFH ownership units and 89 parking spaces (68 parking spaces will be allocated to the owners of the condominium units in 99 Church Street, the remaining 21 parking spaces will be allocated to the owners of the condominium units in 6 Cottage Place). Upon acquisition, the County will file a Declaration of Restrictive Covenants to require that the units will be marketed to households who earn less than 100% of the County Area Median Income for a period of no less than 50 years, and further that the units will be sold and marketed to eligible households under an approved Affordable Housing Marketing plan. The County will then convey ownership to WBP Development LLC (the "Developer") its successors or assigns for one dollar (\$1.00).

Energy Efficiencies:

THE BUILDING WILL BE CONSTRUCTED WITH ENERGY EFFICIENT APPLIANCES, LIGHTING, HEATING AND COOLING SYSTEMS AND WATER-CONSERVING FIXTURES. THE DEVELOPMENT IS DESIGNED TO MEET THE STANDARDS OF ENERGY STAR MULTIFAMILY AND NYS HCR SUSTAINABILITY GUIDELINES

Appropriation History:

Year	Amount	Description
2014	5,000,000	CONTINUATION OF THIS PROJECT
2016	2,500,000	CONTINUATION OF THIS PROJECT
2017	7,200,000	\$2,200,000 LAND ACQUISITION FOR MT HOPE PLAZA FOR MT HOPE COMMUNITY REDEVELOPMENT CORP, LOCATED AT 65 LAKE ST. WHITE PLAINS AND \$5,000,000CONTINUATION OF THIS PROJECT.
2018	8,000,000	CONTINUATION OF THIS PROJECT.
2019	5,000,000	CONTINUATION OF THIS PROJECT
2020	10,000,000	CONTINUATION OF THIS PROJECT
2021	16,800,000	CONTINUATION OF THIS PROJECT
2022	25,000,000	CONTINUATION OF THIS PROJECT
2023	25,000,000	CONTINUATION OF THIS PROJECT

Total Appropriation History:

104,500,000

Financing History:

Year	Bond Act #	Amount	Issued	Description
15	204	460,000	460,608	147, 165 AND 175 RAILROAD AVENUE, BEDFORD HILLS ACQUISITION
15	235	1,840,000	1,830,000	ACQUISITION OF 80 BOWMAN AVENUE, VILLAGE OF RYE BROOK
15	240	0	0	
15	267	284,000	284,375	ACQUISITION OF 322 KEAR STREET, YORKTOWN HEIGHTS
16	24	353,000	290,732	104 PINE STREET, CORTLANDT-COST OF ACQUISITION
16	21	197,000	191,659	27 WALDEN COURT, UNIT #M YORKTOWN - COST OF ACQUISITION
16	18	385,000	0	164 PHYLLIS COURT, YORKTOWN - COST OF ACQUISITION
16	56	400,220	388,541	9 WATSON ST-CORTLANDT
16	231	2,009,980	1,999,980	200 READER'S DIGEST ROAD CHAPPAQUA AFFIRMATIVELY FURTHERING AFFORDABLE HOUSING AMEND
16	53	219,050	0	18 MINKEL RD OSSINING
16	59	210,800	211,079	5 STANLEY AVE - OSSINING
16	50	228,800	207,286	112 VILLAGE RD YORKTOWN
17	172	1,250,000	1,250,000	ACQUISITION OF LAND AT 1847 CROMPOND ROAD PEEKSKILL
17	142	2,600,000	2,312,500	ACQUISITION OF LAND LOCATED ON ROUTE 22 IN LEWISBORO
17	209	0	0	PURCHASE OF LAND AT 501 BROADWAY IN VILLAGE OF BUCHANAN
18	155	0	0	PURCHASE PROPERTY TO SUPPORT DEVLOPMENT OF AFFORDABLE HOUSING UNITS IN NEW ROCHELLE
18	123	787,500	787,507	PURCHASE PROPERTY AT 5 HUDSON STREET IN YONKERS TO PRESERVE AFFORDABLE AFFH RENTAL UNITS
18	77	2,100,000	2,100,000	PURCHASE OF LAND LOCATED AT 65 LAKE STREET IN WHITE PLAINS FOR FAIR HOUSING
18	159	1,000,000	1,000,000	PURCHASE OF PROPERTY LOCATED AT HALSTEAD AVENUE TO SUPPORT DEVELOPMENT OF AFFORDABLE HOUSING
18	186	3,000,000	3,000,000	PURCHASE OF REAL PROPERTY AT 25 SOUTH REGENT STREET IN PORT CHESTER TO FURTHER FAIR HOUSING
19	70	5,225,000	5,225,000	PURCHASE PROPERTY TO SUPPORT DEVLOPMENT OF AFFORDABLE HOUSING UNITS IN NEW ROCHELLE
19	68	1,765,000	1,765,000	PURCHASE AND SUBSEQUENT CONVEYANCE OF PROPERTY LOCATED AT 227 ELM STREET IN YONKERS
19	150	2,340,000	2,419,325	PURCHASE OF REAL PROPERTY LOCATED AT 645 MAIN STREET IN PEEKSKILL, FOR FAIR HOUSING
19	171	306,000	305,325	FINANCE THE PURCHASE OF REAL PROPERTY, INCLUDING THREE UNIT RENTAL BUILDING AT 162 LINCOLN
19	182	1,375,000	0	

20	206	5,000,000	5,000,007	AFFORDABLE HOUSING DEVELOPMENT 62 MAIN STREET, TARRYTOWN
21	84	3,825,000	3,825,063	AFFORDABLE AFFH UNITS - GREENBURGH 1 DROMORE ROAD
21	47	5,000,000	5,000,000	AFFORDABLE HOUSING - POINT ST AND RAVINE AVE YONKERS
21	93	1,400,000	1,399,999	AFFORDABLE AFFH UNITS - 76 LOCUST HILL AVE YONKERS
21	190	5,000,000	4,999,999	500 MAIN STREET NEW ROCHELLE
21	178	5,000,000	4,999,999	AFFH 26 GARDEN ST NEW ROCHELLE
21	166	1,800,000	1,757,604	AFFH 51 MAPLE ST VILLAGE OF CROTON
22	154	1,900,000	1,900,031	32, 36-38 MAIN STREET AND 1-3 RIVERDALE AVENUE CITY OF YONKERS
24	1	2,700,000	0	317, 319, 321 WARBURTON AVE AND 247-255 WOODWORTH AVE AND 32 POINT STREET
24	26	6,125,000	0	1, 7-11, 25,29 & 33 NO MACQUESTEN PARKWAY
24	24	6,000,000	0	2&8 GROVE, 102&106 SOUTH TERRACE, 111&115 SO MACQUESTEN PARKWAY
24	3	3,000,000	0	
24	83	4,360,000	0	LAND ACQUISITION II - 30 WATER ST. OSSINING

Total Financing History:
79,446,350

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
LNGA

Date
11-12-2024

NEW HOMES LAND ACQUISITION II (BPL30)

User Department : Planning

Managing Department(s) : Planning ;

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	104,500	104,500	54,851						
Non County Share			(688)						
Total	104,500	104,500	54,163						

Project Description

This is a continuation of project BPL10 New Homes Land Acquisition Fund (NHLA). NHLA provides funds to acquire property for the construction of fair and affordable housing. The purpose of the Fund is to increase the inventory of available properties for fair and affordable housing development. In addition to the acquisition cost of properties, other costs associated with, and often required for, site acquisition may be considered eligible costs to be funded through the NHLA program. Such associated costs may include, but are not limited to, closing costs, appraisals, property surveys, environmental assessments, hazardous materials reports and demolition of existing structures. Demolition may be particularly critical in the County's urban areas where existing structures need to be removed to allow construction of fair and affordable units. Funds can be used in all municipalities. This is a general fund, specific projects are subject to a Capital Budget Amendment.

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
2014	5,000,000	Continuation of this project	COMPLETE
2016	2,500,000	Continuation of this project	COMPLETE
2017	7,200,000	\$2,200,000 Land acquisition for Mt Hope Plaza for Mt Hope Community Redevelopment Corp, located at 65 Lake St. White Plains and \$5,000,000 continuation of this project.	COMPLETE
2018	8,000,000	Continuation of this project.	COMPLETE
2019	5,000,000	Continuation of this project	COMPLETE
2020	10,000,000	Continuation of this project	COMPLETE
2021	16,800,000	Continuation of this project	COMPLETE
2022	25,000,000	Continuation of this project	DESIGN / CONSTRUCTION
2023	25,000,000	Continuation of this project	DESIGN / CONSTRUCTION
Total	104,500,000		

NEW HOMES LAND ACQUISITION II (BPL30)

Prior Appropriations

	Appropriated	Collected	Uncollected
Bond Proceeds	104,500,000	54,938,308	49,561,692
Others		688,010	(688,010)
Total	104,500,000	55,626,319	48,873,681

Bonds Authorized

Bond Act	Amount	Date Sold	Amount Sold	Balance
204 15	460,000	12/15/17	388,647	(609)
		12/15/17	71,360	
		12/15/17	603	
235 15	1,840,000	12/15/16	1,830,000	10,000
240 15				
267 15	284,000	12/15/17	239,947	(376)
		12/15/17	44,057	
		12/15/17	372	
18 16	385,000			385,000
21 16	197,000	12/15/16	191,659	5,341
24 16	353,000	12/15/16	290,732	62,268
56 16	400,220	12/15/17	327,838	11,679
		12/15/17	60,194	
		12/15/17	509	
59 16	210,800	12/15/17	178,102	(279)
		12/15/17	32,701	
		12/15/17	276	
50 16	228,800	12/15/17	174,902	21,513
		12/15/17	32,114	
		12/15/17	271	
53 16	219,050			219,050
231 16	2,009,980	12/15/16	1,999,980	10,000
142 17	2,600,000	12/01/21	2,312,500	287,500
172 17	1,250,000	12/10/18	1,250,000	
209 17				
77 18	2,100,000	12/10/19	1,205,036	
		12/10/19	237,964	
		12/01/21	657,000	
123 18	787,500	10/28/20	690,728	(8)
		10/28/20	96,780	
		10/28/20	26,688	
		10/28/20	(26,688)	
155 18				

NEW HOMES LAND ACQUISITION II (BPL30)

159	18	1,000,000	12/10/19	835,090	
			12/10/19	164,910	
186	18	3,000,000	12/10/19	2,505,271	
			12/10/19	494,729	
68	19	1,765,000	12/10/19	1,473,935	
			12/10/19	291,065	
70	19	5,225,000	12/10/19	4,363,348	
			12/10/19	861,652	
150	19	2,340,000	10/28/20	2,052,449	(79,325)
			10/28/20	287,575	
			10/28/20	79,302	
171	19	306,000	12/01/21	305,325	675
182	19	1,375,000			1,375,000
206	20	5,000,000	12/01/21	5,000,000	
47	21	5,000,000	12/01/21	5,000,000	
84	21	3,825,000			3,825,000
93	21	1,400,000	12/01/22	1,273,444	
			12/01/22	126,556	
166	21	1,800,000			1,800,000
178	21	5,000,000	12/01/22	4,548,013	
			12/01/22	451,987	
190	21	5,000,000	12/01/22	4,548,013	
			12/01/22	451,987	
154	22	1,900,000			1,900,000
Total		57,261,350		47,428,921	9,832,429

ACT NO. -20__

BOND ACT AUTHORIZING THE ISSUANCE OF \$4,420,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF INFRASTRUCTURE IMPROVEMENTS ASSOCIATED WITH THE CONSTRUCTION OF AFFORDABLE HOUSING UNITS ON PROPERTY LOCATED AT 99 CHURCH STREET AND 6 COTTAGE PLACE, IN THE CITY OF WHITE PLAINS, IN ORDER TO AFFIRMATIVELY FURTHER FAIR HOUSING ("AFFH") PURSUANT TO THE COUNTY'S HOUSING IMPLEMENTATION FUND II CAPITAL PROJECT; STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$4,420,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$4,420,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS (Adopted , 20__)

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

Section 1. Pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the "Law"), the Westchester County Administrative Code, being Chapter 852 of the Laws of 1948, as amended, and other laws applicable thereto, bonds of the County in the aggregate amount of \$4,420,000, or so much thereof as may be necessary, are hereby authorized to be issued to finance the cost of infrastructure improvements associated with the construction of affordable housing units on property located at 99

Church Street and 6 Cottage Place, in the City of White Plains (the “AFFH Property”) at a cost to the County of \$4,420,000, including related costs incurred by the County, which may include construction management and engineering costs, and staff and legal fees, in order to support the construction of affordable housing units that will affirmatively further fair housing (“AFFH”). The infrastructure improvements may include, but shall not be limited to, construction of a new parking level and reconstruction of the existing below grade parking level, and new ramps, improvements to existing ramps, concrete flooring, lighting, signage, fire suppression, landscaping and construction management and County administrative costs. The funding requested herein, at the aggregate estimated maximum cost of \$4,420,000, is in support of the construction of 108 affordable AFFH units and 89 parking spaces. In addition, the County shall provide funding in the amount of \$10,000,000 for the acquisition of the AFFH Property under BPL30 pursuant to a separate authorization and Bond Act. The County shall enter into an Inter-municipal/Developer Agreement (“IMDA”) with the City of White Plains, White Plains Housing Authority and WBP Development LLC (the “Developer”), its successors or assigns, to finance eligible infrastructure improvements associated with the construction of said affordable AFFH units (the “Development”). A deed restriction will be filed against the AFFH Property to require that the AFFH units will be marketed and leased in accordance with an approved affirmative fair housing marketing plan to eligible households for a period of not less than 50 years. The cost of said infrastructure improvements for the AFFH Property is set forth in the County’s Current Year Capital Budget, as amended. To the extent that the details set forth in this act are inconsistent with any details set forth in the Current Year Capital Budget of the County and the Statement of Need, such Budget and Statement of Need shall be deemed and are hereby amended. The estimated maximum cost of said object or purpose,

including preliminary costs and costs incidental thereto and the financing thereof, is \$4,420,000.

The plan of financing includes the issuance of \$4,420,000 bonds herein authorized, and any bond anticipation notes issued in anticipation of the sale of such bonds, and the levy and collection of a tax on taxable real property in the County to pay the principal of and interest on said bonds and notes.

Section 2. The period of probable usefulness for which said \$4,420,000 bonds are authorized to be issued, within the limitations of Section 11.00 a. 91 of the Law, is fifteen (15) years.

Section 3. The County intends to finance, on an interim basis, the costs or a portion of the costs of said object or purpose for which bonds are herein authorized, which costs are reasonably expected to be reimbursed with the proceeds of debt to be incurred by the County, pursuant to this Bond Act, in the maximum amount of \$4,420,000. 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 \$4,420,000 as the estimated maximum cost of the aforesaid object or purpose is hereby approved.

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

issued in anticipation of the sale of said bonds and the renewals of said notes, and relative to executing agreements for credit enhancement, are hereby delegated to the Commissioner of Finance of the County, as the chief fiscal officer of the County.

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

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

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

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

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

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

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

Westchester County Charter.

* * *

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___.

Clerk and Chief Administrative Officer of the County
Board of Legislators of the 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 \$4,420,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF INFRASTRUCTURE IMPROVEMENTS ASSOCIATED WITH THE CONSTRUCTION OF AFFORDABLE HOUSING UNITS ON PROPERTY LOCATED AT 99 CHURCH STREET, IN THE CITY OF WHITE PLAINS, IN ORDER TO AFFIRMATIVELY FURTHER FAIR HOUSING ("AFFH") PURSUANT TO THE COUNTY'S HOUSING IMPLEMENTATION FUND II CAPITAL PROJECT; STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$4,420,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$4,420,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS (Adopted _____, 20__)

Object or purpose: to finance the cost of infrastructure improvements associated with the construction of affordable housing units on property located at 99 Church Street and 6 Cottage Place, in the City of White Plains (the "AFFH Property") at a cost to the County of \$4,420,000, including related costs incurred by the County, which may include construction management and engineering costs, and staff and legal fees, in order to support the construction of affordable housing units that will affirmatively further fair housing ("AFFH"). The infrastructure improvements may include, but shall not be limited to, construction of a new parking level and reconstruction of the existing below grade parking level, and new ramps, improvements to existing ramps, concrete flooring, lighting, signage, fire suppression, landscaping and construction management and County administrative costs. The funding requested herein, at the aggregate estimated maximum cost of \$4,420,000, is in support of the construction of 108 affordable AFFH units and 89 parking spaces. In addition, the County shall provide funding in the amount of \$4,420,000 for the acquisition of the AFFH Property under BPL30 pursuant to a separate authorization and Bond Act. The County shall enter into an Inter-municipal/Developer Agreement ("IMDA") with the City

of White Plains, White Plains Housing Authority and WBP Development LLC (the "Developer"), its successors or assigns, to finance eligible infrastructure improvements associated with the construction of said affordable AFFH units (the "Development"). A deed restriction will be filed against the AFFH Property to require that the AFFH units will be marketed and leased in accordance with an approved affirmative fair housing marketing plan to eligible households for a period of not less than 50 years. The cost of said infrastructure improvements for the AFFH Property is set forth in the County's Current Year Capital Budget, as amended.

Amount of obligations to be issued
and period of probable usefulness: \$4,420,000 - 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

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

99 CHURCH ST 6 COTTAGE PLACE WHITE PLAINS FS 2586

SECTION B - BONDING AUTHORIZATIONS

To Be Completed by Finance

Total Principal \$ 4,420,000 PPU 15 Anticipated Interest Rate 3.05%

Anticipated Annual Cost (Principal and Interest): \$ 371,104

Total Debt Service (Annual Cost x Term): \$ 5,566,554

Finance Department: maab 11-14-24

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: n/a

Prepared by: Dianne Vanadia

Title: Associate Budget Director

Department: Budget

Date: 11/15/24

Reviewed By: 

Budget Director

Date: 11/15/24

CAPITAL PROJECT FACT SHEET

Project ID:* BPL1A	<input checked="" type="checkbox"/> CBA	Fact Sheet Date:* 07-08-2024
Fact Sheet Year:* 2024	Project Title:* HOUSING IMPLEMENTATION FUND 5 II	Legislative District ID:
Category* BUILDINGS, LAND & MISCELLANEOUS	Department:* PLANNING	CP Unique ID: 2586

Overall Project Description

This project continues the funding for the Westchester County Housing Implementation Fund (HIF) previously funded under BPL01. HIF is a unique housing incentive program established to provide municipalities with funds for public infrastructure and improvements such as water, sanitary and storm sewer, road and site improvements needed to facilitate the construction or rehabilitation of fair and affordable housing. This is a general fund, specific projects are subject to a Capital Budget Amendment.

- | | | |
|--|--|---|
| <input 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 checked="" type="checkbox"/> Other | |

FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2024	2025	2026	2027	2028	Under Review
Gross	86,060	86,060	0	0	0	0	0	0
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	86,060	86,060	0	0	0	0	0	0

Expended/Obligated Amount (in thousands) as of : 30,404

Current Bond Description: Bonding is requested to provide funding for certain infrastructure improvements for a 68 unit 100% affordable home-ownership building with a total of 89 parking spaces at 99 Church Street in the City of White Plains.

Financing Plan for Current Request:

Non-County Shares:	\$ 0
Bonds/Notes:	4,420,000
Cash:	0
Total:	\$ 4,420,000

SEQR Classification:

UNLISTED

Amount Requested:

4,420,000

Expected Design Work Provider:

- | | | |
|---------------------------------------|-------------------------------------|--|
| <input type="checkbox"/> County Staff | <input type="checkbox"/> Consultant | <input checked="" type="checkbox"/> Not Applicable |
|---------------------------------------|-------------------------------------|--|

Comments:

The County will enter into an Inter-Municipal/Developer Agreement with the City of White Plains and WBP Development LLC., its successors or assigns (the "Developer") to finance eligible infrastructure improvements associated with multi-family development to be adaptively-reused/constructed at 99 Church Street in the City of White Plains (the "City"), identified on the tax maps as Section 125.67, Block 4, Lot 4.1 (the "Property"). The City will be responsible for operation and maintenance of the infrastructure and the County shall own the infrastructure improvements for the life of the County bonds. The developer will adaptively-reuse a vacant former four-story office building and construct an additional floor making the building a total of 5 stories with 68 apartments all of which will affirmatively further fair housing (the "Affordable AFFH Units") which will be affordable to first time homeowners that earn at or below 100% of the County Area Median Income ("AMI") with the sales price set at 80% of AMI.

The building will have community/conference room, lounge on each residential floor, bike storage, co-working room and a fitness room. Each unit will have their own laundry. The Development will also feature high speed broadband. The building will have 24 one-bedroom, 36 two-bedroom and 8 three-bedroom apartments and 89 parking spaces will be provided on-site in two levels, one level below grade and one level at grade with five of the spaces equipped with electric vehicle charging stations. Each residential condominium unit in 99 Church Street will include one parking space. The additional 21 spaces will be made available to the condominium owners of the adjacent 6 Cottage Place affordable housing development.

A total of \$4,420,000 will finance the construction of infrastructure improvements that may include but will not be limited to: construction of a new parking level and reconstruction of the existing below grade parking level. This will include new ramps and repairs to existing ramps, concrete flooring, drainage, lighting, signage, fire suppression, landscaping, construction management and County administrative costs.

A deed restriction will be filed against the Property to require that the Affordable AFFH Units be marketed and sold in accordance with an approved affirmative fair housing marketing plan to eligible households for a period of not less than 50 years.

Energy Efficiencies:

THE BUILDING WILL BE CONSTRUCTED WITH ENERGY EFFICIENT APPLIANCES, LIGHTING, HEATING AND COOLING SYSTEMS AND WATER-CONSERVING FIXTURES. THE DEVELOPMENT IS DESIGNED TO MEET THE STANDARDS OF BOTH LEED SILVER AND NYS HCR SUSTAINABILITY GUIDELINES.

Appropriation History:

Year	Amount	Description
2014	5,000,000	PUBLIC INFRASTRUCTURE IMPROVEMENTS
2015	3,000,000	PUBLIC INFRASTRUCTURE IMPROVEMENTS
2016	2,500,000	PUBLIC INFRASTRUCTURE IMPROVEMENTS
2017	3,500,000	GREENBURGH MANHATTAN AVE REDEVELOPMENT SENIOR HOUSING - \$1,000,000; CONTINUATION OF THIS PROJECT - \$2,500,000
2018	4,150,000	CONTINUATION OF THIS PROJECT.
2019	5,910,000	CONTINUATION OF THIS PROJECT
2020	10,000,000	CONTINUATION OF THIS PROJECT
2021	12,000,000	CONTINUATION OF THIS PROJECT \$10,000,000 ; INFRASTRUCTURE BROADBAND \$2,000,000
2022	25,000,000	CONTINUATION OF THIS PROJECT
2023	15,000,000	CONTINUATION OF THIS PROJECT

Total Appropriation History:

86,060,000

Financing History:

Year	Bond Act #	Amount	Issued	Description
15	164	0	0	INFRASTRUCTURE IMPROVEMENTS AT 16 ROUTE 6 IN TOWN OF SOMERS
15	170	2,400,000	2,399,395	FAH DEVELOPMENT AT 150 NORTH STREET AND THEODORE FREMD AVE IN CITY OF RYE
15	206	500,000	494,506	147, 165 AND 175 RAILROAD AVENUE, BEDFORD HILLS INFRASTRUCTURE IMPROVEMENTS
17	174	2,250,000	2,222,697	CONSTRUCTION OF INFRASTRUCTURE IMPROVEMENTS TO 1847 CROMPOND ROAD PEEKSKILL
17	210	0	0	CONSTRUCTION OF INFRASTRUCTURE IMPROVEMENTS AT 501 BROADWAY IN VILLAGE OF BUCHANAN
18	84	2,400,000	1,962,014	CONSTRUCTION OF CERTAIN PUBLIC INFRASTRUCTURE IMPROVEMENTS IN SUPPORT OF HIDDEN MEADOWS DEVELOPMENT
18	156	0	0	CONSTRUCTION OF INFRASTRUCTURE IMPROVEMENTS FOR DEVELOPMENT OF AFFORDABLE HOUSING IN NEW ROCHELLE
18	188	1,300,000	1,155,841	INFRASTRUCTURE ASSOCIATED WITH CONSTRUCTION OF AFFORDABLE UNITS AT 25 SOUT REGENT ST IN PORT CHESTER
18	183	4,400,000	4,000,982	INFRASTRUCTURE ASSOCIATED WITH AFFORDABLE HOUSING AT 135 S. LEXINGTON AVE IN WHITE PLAINS
19	72	0	0	RESCINDING ACT NO. 156-2018, INFRASTRUCTURE IMPROVEMENTS IN NEW ROCHELLE
19	180	0	0	RESCINDS BOND ACT 210-2017
19	179	2,500,000	0	CONSTRUCTION OF AFFORDABLE RENTAL UNITS AT 11 GRADEN STREET, NEW ROCHELLE
19	152	5,760,000	5,760,005	CONSTRUCTION OF AFFORDABLE RENTAL UNITS AT 645 MAIN STREET IN PEEKSKILL
20	51	5,000,000	5,000,009	COST OF INFRASTRUCTURE IMPROVEMENTS OF AFFORDABLE HOUSING UNITS IN NEW ROCHELLE
20	97	5,000,000	3,358,249	COST OF INFRASTRUCTURE IMPROVEMENTS OF AFFORDABLE HOUSING UNITS IN YONKERS
20	201	2,500,000	0	INFRASTRUCTURE IMPROVEMENTS FOR AFFORDABLE HOUSING UNIT AT 48 MANHATTAN AVE., GREENBURG
22	28	3,500,000	241,204	AFFH AND HIF 23 MULBERRY STREET, YONKERS 60 RENTAL UNITS
23	58	2,750,000	0	HOUSING IMPLEMENTATION FUND II - 65 LAKE STREET WHITE PLAINS
23	147	5,555,000	0	HOUSING IMPLEMENTATION FUND II - 345 MCLEAN AVE YONKERS

Total Financing History:

45,815,000

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

LNGA

Date

10-30-2024

HOUSING IMPLEMENTATION FUND II (BPL1A)

User Department : Planning

Managing Department(s) : Planning ;

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	86,060	86,060	30,404						
Non County Share			72						
Total	86,060	86,060	30,476						

Project Description

This project continues the funding for the Westchester County Housing Implementation Fund (HIF) previously funded under BPL01. HIF is a unique housing incentive program established to provide municipalities with funds for public infrastructure and improvements such as water, sanitary and storm sewer, road and site improvements needed to facilitate the construction or rehabilitation of fair and affordable housing. This is a general fund, specific projects are subject to a Capital Budget Amendment.

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
2014	5,000,000	Public infrastructure improvements	COMPLETE
2015	3,000,000	Public infrastructure improvements	COMPLETE
2016	2,500,000	Public infrastructure improvements	COMPLETE
2017	3,500,000	Greenburgh Manhattan Ave Redevelopment Senior Housing - \$1,000,000; continuation of this project -\$2,500,000	COMPLETE
2018	4,150,000	Continuation of this project.	COMPLETE
2019	5,910,000	Continuation of this project	COMPLETE
2020	10,000,000	Continuation of this project	PARTIALLY IN PROGRESS
2021	12,000,000	Continuation of this project \$10,000,000 ; Infrastructure Broadband \$2,000,000	AWAITING BOND AUTHORIZATION
2022	25,000,000	Continuation of this project	AWAITING BOND AUTHORIZATION
2023	15,000,000	Continuation of this project	AWAITING BOND AUTHORIZATION
Total	86,060,000		

HOUSING IMPLEMENTATION FUND II (BPL1A)

Prior Appropriations

	Appropriated	Collected	Uncollected
Bond Proceeds	86,060,000	26,648,042	59,411,958
Others		(71,958)	71,958
Total	86,060,000	26,576,084	59,483,916

Bonds Authorized

Bond Act	Amount	Date Sold	Amount Sold	Balance
164 15				
170 15	2,400,000	12/15/17	1,053,460	605
		12/15/17	193,426	
		12/15/17	1,634	
		12/10/18	551,309	
		12/10/19	271,876	
		12/10/19	53,689	
		12/01/22	249,231	
		12/01/22	24,769	
206 15	500,000	12/15/17	262,311	5,494
		12/15/17	48,163	
		12/15/17	407	
		12/10/18	183,625	
174 17	2,250,000	12/10/18	24,138	27,303
		12/10/19	127,644	
		12/10/19	25,207	
		04/30/20	192,926	
		10/28/20	985,486	
		10/28/20	138,079	
		10/28/20	38,077	
		10/28/20	(38,077)	
		12/01/21	445,116	
		12/01/22	258,419	
		12/01/22	25,682	
210 17				
84 18	2,400,000	12/10/19	270,781	437,986
		12/10/19	53,472	
		04/30/20	560,358	
		10/28/20	389,869	
		10/28/20	54,626	
		10/28/20	15,064	
		10/28/20	(15,064)	
		12/01/21	632,909	

HOUSING IMPLEMENTATION FUND II (BPL1A)

156	18				
188	18	1,300,000	04/30/20	27,188	175,290
			10/28/20	487,032	
			10/28/20	68,239	
			10/28/20	18,818	
			12/01/21	294,989	
			12/01/22	207,794	
			12/01/22	20,651	
183	18	4,400,000	12/01/21	1,765,006	1,225,102
			12/01/22	1,282,442	
			12/01/22	127,450	
72	19				
152	19	5,760,000	12/01/21	2,419,574	288,000
			12/01/22	2,776,495	
			12/01/22	275,931	
179	19	2,500,000			2,500,000
180	19				
51	20	5,000,000	12/01/21	148,675	515,682
			12/01/22	3,943,713	
			12/01/22	391,930	
97	20	5,000,000	12/01/21	43,723	3,721,792
			12/01/22	1,122,890	
			12/01/22	111,594	
201	20	2,500,000			2,500,000
28	22	3,500,000			3,500,000
58	23	2,750,000			2,750,000
147	23	5,555,000			5,555,000
Total		45,815,000		22,612,745	23,202,255

ACT NO. _____ - 2024

AN ACT authorizing the County of Westchester to purchase approximately +/- 0.93 acres of real property located at 99 Church Street and 6 Cottage Place in the City of White Plains and to subsequently convey said property for the purpose of creating 108 affordable condominium ownership housing units that will affirmatively further fair housing and remain affordable for a period of not less than fifty (50) years

NOW, THEREFORE, 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 purchase from the current owner(s) of record approximately +/- 0.93 acres of real property located at 99 Church Street and 6 Cottage Place in the City of White Plains (the “Property”) for adaptive reuse and construction of one hundred-eight (108) affordable condominium ownership housing units that will affirmatively further fair housing (the “Affordable AFFH Units”) as set forth in 42 U.S.C. Section 5304(b)(2).

§2. The County is hereby authorized to purchase the Property for an amount not to exceed TEN MILLION (\$10,000,000) DOLLARS.

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

occupancies, as established by the U.S. Department of Housing and Urban Development.

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

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

§6. 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.

§7. This Act shall take effect immediately.

ACT NO. - 2024

AN ACT authorizing the County of Westchester (the "County") to enter into an inter-municipal developer agreement with the City of White Plains, WBP Development LLC, its successors or assigns, to fund certain infrastructure improvements as well as authorizing the County to grant and accept any property rights necessary in furtherance thereof, all for the purpose of constructing 68 affordable condominium ownership units at 99 Church Street in the City of White Plains, that will affirmatively further fair housing and remain affordable for a period of not less than 50 years.

NOW, THEREFORE, 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 inter-municipal developer agreement (the "IMDA") with the City of White Plains (the "City"), WBP Development LLC, (the "Developer"), its successors or assigns, to finance the construction of certain infrastructure improvements including, but not limited to, the construction of a new parking level and reconstruction of the existing below grade parking level. This will include new ramps and repairs to existing ramps, concrete flooring, drainage, lighting, signage, fire suppression, landscaping, construction management and County administrative costs (the "Infrastructure Improvements") in support of 68 affordable condominium ownership units which will affirmatively further fair housing ("AFFH") as set forth in 42 U.S.C. Section 5304(b)(2) (the "Affordable AFFH Units") at 99 Church Street in the City as part of the County's program to ensure the development of new affordable housing. The term of the IMDA will be fifteen years (commensurate with the period of probable usefulness of the HIF bonds as described herein) in an amount not to exceed FOUR MILLION FOUR HUNDRED TWENTY THOUSAND (\$4,420,000) DOLLARS to finance the Infrastructure Improvements. The County will have an ownership interest in the Infrastructure Improvements through an easement for a term of fifteen years. The IMDA will provide that the City, the Developer, its successors or

assigns, will be responsible for any and all costs of operation and maintenance of the Infrastructure Improvements.

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

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

§4. The period of affordability of the Affordable AFFH Units shall be a minimum of 50 years.

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

§6. This Act shall take effect immediately.



George Latimer
County Executive

Office of the County Attorney

October 30, 2024

John M. Nonna
County Attorney

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

Re: *Winter, et al. v. Luft, et al.*
Supreme Court, Westchester County Index No.: 65112/2024


Dear Honorable Members of the Board:

With respect to the above-referenced matter, which was returnable in the Westchester County Supreme Court on July 26, 2024, communications were received from Commissioner Douglas A. Colety and Commissioner Tajian M. Nelson together with a copy of the Order to Show Cause and Petition. After an initial appearance before Judge Linda Jamieson in Supreme Court, Westchester County on July 11, 2024, the Commissioners advised that they were not in agreement regarding a position to take in the case and requested separate counsel to represent each of them in this matter.

Based upon my review of the facts and circumstances of this case, and after this office having consulted with the Commissioners, on July 17, 2024, I determined pursuant to the Laws of Westchester County § 297.31(2)(b)(i), that representation by the County Attorney would not be appropriate due to a conflict of positions taken by the Commissioner of the Board of Elections and certified that Commissioner Douglas A. Colety and Commissioner Tajian M. Nelson were each entitled to representation by separate private counsel in accordance with the provisions of said section 297.31(2)(b).

I am in receipt of the legal bills for services rendered in the above-referenced matter to Commissioner Douglas A. Colety and Commissioner Tajian M. Nelson and attach them here for your review and consideration. Accordingly, I respectfully request that this Honorable Board adopt the attached Act.

Sincerely,


John M. Nonna
County Attorney



HONORABLE BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER

Your Committee has reviewed the proposed Act which, if adopted, would authorize the designation and retention of separate private counsel to represent Republican Election Commissioner Douglas A. Colety and Democratic Election Commissioner Tajian M. Nelson, respectively, and to take such other legal action as may be deemed necessary with respect to the lawsuit entitled *Winter, et al v. Luft, et al*, under Index No: 65112/2024.

Your Committee noted that the County Attorney determined, based upon a review of the facts and circumstances of this matter, that representation by the County Attorney's Office would not be appropriate due to a conflict of positions taken by the Commissioner of the Board of Elections. The County Attorney has certified to the County Board that therefore each Commissioner is entitled to separate private counsel in accordance with the Laws of Westchester County § 297.31(2)(b).

In light of the aforementioned, your Committee believes it is necessary and appropriate for the County Board of Legislators to authorize the retention of Timothy Hill, Esq. of Perillo Hill LLP to represent Commissioner Douglas A. Colety in the aforesaid proceeding at a cost not to exceed \$15,995.03 for legal services rendered and expenses; and the retention of David A. Koenigsberg of Menz Bonner Komar & Koenigsberg LLP to represent Commissioner Tajian M. Nelson in the aforesaid proceeding at a cost not to exceed \$21,461.36 for legal services rendered and expenses. The proposed Act shall authorize the actions of outside counsel in defending the action.

Your Committee recommends approval of the attached Act. An affirmative vote of a majority of the Board is required to pass this Act.

Dated: _____, 2024

White Plains, New York

AN ACT authorizing the designation and retention of private counsel pursuant to the Laws of Westchester County §297.31(2)(b) relating to the lawsuit entitled *Winter, et al. v. Luft, et al.*, Supreme Court, Westchester County Index No: 65112/2024.

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

§ 1. Based upon the determination of the Westchester County Attorney pursuant to the Laws of Westchester County § 297.31(2)(b)(i) that representation by the County Attorney would not be appropriate due to a conflict of positions taken by the Commissioners of the Board of Elections in the lawsuit entitled *Winter, et al. v. Luft, et al.*, Supreme Court, Westchester County Index No: 65112/2024, and certification that therefore Tajian M. Nelson and Douglas A. Colety are entitled to representation by separate private counsel in accordance with the provisions of the Laws of Westchester County §297.31(2)(b), the County Board of Legislators hereby authorizes the retention of Timothy Hill, Esq. of Perillo Hill LLP to represent Commissioner Douglas A. Colety in the aforesaid proceeding at a cost not to exceed \$15,995.03 for legal services rendered and expenses; and the retention of David A. Koenigsberg of Menz Bonner Komar & Koenigsberg LLP to represent Commissioner Tajian M. Nelson in the aforesaid proceeding at a cost not to exceed \$21,461.36 for legal services rendered and expenses. Said attorneys actions in defending this matter are hereby authorized. The Commissioner of Finance is directed to pay an amount not to exceed the aforesaid amounts for said legal services.

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

§ 3. This Act shall take effect immediately.

FISCAL IMPACT STATEMENT

SUBJECT: Lawsuit Settlement: Winter, et al

☐ 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 \$ 37,456

Total Current Year Revenue \$ -

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

☐ Additional Appropriations ☐ Other (explain)

Identify Accounts: 101 14 1000 1000 4380 AMDS

Potential Related Operating Budget Expenses: Annual Amount N/A

Describe: Winter, et al v. Luft, et al Index 65112/2024

\$15,995.03 legal services (Perillo Hill) to represent Comm Colety

\$21,461.36 legal services (Menz Bonner Komar & Koenigsberg) to represent Comm Nelson

Potential Related Operating Budget Revenues: Annual Amount N/A

Describe: _____

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

Current Year: N/A

Next Four Years: N/A

Prepared by: Francesca Mountain

Title: Senior Assistant County Attorney

Department: Law

Date: October 29, 2024

10/29/24
Reviewed By: 

Budget Director

Date: 10/30/24



285 West Main Street, Ste. 203
Sayville, NY 11782
(631) 582-9422

INVOICE

Invoice # 5567
Date: 09/18/2024
Due On: 10/18/2024

Douglas A. Colety
Westchester County Board of Elections
25 Quarropas St., Unit 1
White Plains, NY 10601

01049-Colety

Winter, Erica and Frost, Allison v. Luft, Lindsey et al, Westchester Index No. 65112/2024

Client Reference Number:

Services

Date	Attorney	Notes	Type	Quantity	Rate	Total
07/19/2024	TH	Draft and file Colety answering papers. Review Nelson affirmation and memorandum.	Service	3.50	\$250.00	\$875.00
07/19/2024	TH	Review Village motion to dismiss.	Service	1.20	\$250.00	\$300.00
07/22/2024	TH	Review Petitioner reply in further support and in opposition to motions to dismiss.	Service	2.00	\$250.00	\$500.00
07/23/2024	TH	Prepare for, travel to/from and appear in court (Westchester Supreme) for oral argument on Order to Show Cause.	Service	5.50	\$250.00	\$1,375.00
07/30/2024	TH	Review and analyze decision and order.	Service	0.70	\$250.00	\$175.00
08/04/2024	TH	Draft and filed Notice of Appeal and Information statement. Telecon and email counsel for co-respondent. Research and prepare for opposition to TRO (stay) application. Review additional counsel emails.	Service	1.90	\$250.00	\$475.00
08/05/2024	TH	Review petitioner-respondent's Order to Show Cause and supporting papers. Prepare for opposing OSC/TRO (vacatur of stay) application, legal research. Email and telecon to Appellate Division. Appear via telecon for oral argument (Appellate Division, Second Department) of opposition to application to vacate automatic stay. Review emails re: conformed order signing OSC and striking requested TRO to vacate stay.	Service	2.50	\$250.00	\$625.00
08/06/2024	TH	Review correspondence from J. Gasbarro to Appellate Division.	Service	0.20	\$250.00	\$50.00
08/07/2024	TH	Review correspondence from J. Murtagh to Appellate Division.	Service	0.10	\$250.00	\$25.00
08/12/2024	TH	Review Village Opposition to OSC to vacate stay.	Service	0.50	\$250.00	\$125.00
08/12/2024	TH	Draft and file Opposition to OSC to vacate stay.	Service	3.20	\$250.00	\$800.00
08/14/2024	TH	Review Order of appellate division denying motion to dismiss appeal, denying motion to vacate stay, and setting expediting briefing schedule.	Service	0.20	\$250.00	\$50.00
08/15/2024	TH	Review re preparation of appeal.	Service	2.00	\$250.00	\$500.00
08/16/2024	TH	Review re appeal. Telecon Village counsel.	Service	0.50	\$250.00	\$125.00
08/16/2024	TH	Drafting appellate brief.	Service	2.50	\$250.00	\$625.00
08/19/2024	TH	Drafting appellate brief.	Service	3.50	\$250.00	\$875.00

08/21/2024	TH	Review Village's appellate brief.	Service	0.50	\$250.00	\$125.00
08/26/2024	TH	Review Petitioners-Respondents' Brief. Review Nelson Response Brief.	Service	2.80	\$250.00	\$700.00
08/28/2024	TH	Draft Reply Brief.	Service	5.50	\$250.00	\$1,375.00
08/28/2024	TH	Review Village's reply brief.	Service	0.50	\$250.00	\$125.00
09/04/2024	LF	Prepare for oral argument. Discuss issues for oral argument with Timothy Hill; review briefs and decision below; summarize applicable statutes and points for argument.	Service	2.70	\$250.00	\$675.00
09/05/2024	LF	Continue preparation for, travel to/from and appear at Oral Argument of the appeal at the Appellate Division, Second Department.	Service	4.50	\$250.00	\$1,125.00
09/06/2024	TH	Review decision and order of the Appellate Division, Second Department.	Service	0.30	\$250.00	\$75.00
					Quantity Subtotal	46.8
					Services Subtotal	\$11,700.00

Expenses

Date	Attorney	Notes	Type	Rate	Total
08/27/2024	TH	Counsel Press Inc.: Preparation of: Appellant's Opening Brief	Expense	\$3,360.31	\$3,360.31
08/31/2024	TH	Counsel Press Inc.: Preparation of Reply Brief	Expense	\$934.72	\$934.72
			Expenses Subtotal		\$4,295.03
			Quantity Total		46.8
			Subtotal		\$15,995.03
			Total		\$15,995.03

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
5567	10/18/2024	\$15,995.03	\$0.00	\$15,995.03
Outstanding Balance				\$15,995.03
Total Amount Outstanding				\$15,995.03

Please make all amounts payable to: Perillo Hill LLP

PH Tax ID Number 85-2440242

PH accepts secure, online credit card payments.

Invoice

Counsel Press Inc.

PO Box 65019
Baltimore, Maryland 21264-5019
Phone: (800) 427-7325

Invoice Number: 0009166298

Date: 08/27/2024

Fed. Tax ID: 47-3380949

Terms: ON RECEIPT

Sold To

Perillo Hill LLP
285 West Main Street
Suite 203
Sayville, NY 11782 USA

Attention: Timothy F. Hill, Esq.

File No.: 332311

Court: APP DIV 2ND DEP

Case Name: Erica R. Winter v. Lindsey M. Luft

				Amount
APPELLANT'S OPENING BRIEF				
1.00	Preparation of Brief	@	\$750.00	\$750.00
54.00	Page(s)	@	\$0.00	
1.00	Page(s) Table of Contents	@	\$125.00	\$125.00
2.00	Page(s) Table of Citations	@	\$165.00	\$330.00
2.00	Prep. of - 5531, Printing Spec Statement	@	\$75.00	\$150.00
3.00	Hour(s) Overtime - 2 people x 1.50 hrs	@	\$225.00	\$675.00
1.00	Electronic File Production and Review	@	\$150.00	\$150.00
15.00	Electronic - Bookmarks	@	\$2.50	\$37.50
208.00	Electronic - Link(s)	@	\$3.00	\$624.00
1.00	File Upload(s)	@	\$50.00	\$50.00
1.00	Expedited Service	@	\$150.00	\$150.00
1.00	Shipping & Handling	@	\$52.00	\$52.00

00-DR

08/30/2024 17:23 PM

This Invoice is Due Upon Receipt. Please Show Invoice
Number on Check When Submitting Payment.

Subtotal \$3,093.50

Sales Tax \$266.81

\$0.00

Payment/Credit \$0.00

Page 1 of 1

Balance \$3,360.31

NEW YORK, NY - WASHINGTON, DC - PHILADELPHIA, PA - LOS ANGELES, CA - CHICAGO, IL
BUFFALO, NY - RICHMOND, VA - BOSTON, MA - ISELIN, NJ - SYRACUSE, NY - ROCHESTER, NY - DELHI, NY

219

Invoice

Counsel Press Inc.
PO Box 65019
Baltimore, Maryland 21264-5019
Phone: (800) 427-7325

Invoice Number: 0009166587
Date: 08/31/2024
Fed. Tax ID: 47-3380949
Terms: ON RECEIPT

Sold To

Perillo Hill LLP
285 West Main Street
Suite 203
Sayville, NY 11782 USA

Attention: Timothy F. Hill, Esq.

File No.: 332347

Court: APP DIV 2ND DEP

Case Name: Erica R. Winter v. Lindsey M. Luft

				Amount
REPLY BRIEF				
1.00	Preparation of Brief	@	\$550.00	\$550.00
12.00	Page(s)	@	\$0.00	
1.00	Electronic File Production and Review	@	\$150.00	\$150.00
3.00	Electronic - Bookmarks	@	\$2.50	\$7.50
17.00	Electronic - Link(s)	@	\$3.00	\$51.00
1.00	File Upload(s)	@	\$50.00	\$50.00
1.00	Shipping & Handling	@	\$52.00	\$52.00

00-DR

09/05/2024 10:24 AM

This Invoice is Due Upon Receipt. Please Show Invoice
Number on Check When Submitting Payment.

Subtotal	\$860.50
Sales Tax	\$74.22
	\$0.00
Payment/Credit	\$0.00
Balance	\$934.72

MENZ BONNER KOMAR & KOENIGSBERG LLP

ATTORNEYS AT LAW

800 WESTCHESTER AVENUE, SUITE 641-N

RYE BROOK, NEW YORK 10573

www.mbkklaw.com

TEL: (914) 949-0222

FAX: (914) 997-4117

INVOICE # 15507

August 15, 2024

FOR PROFESSIONAL SERVICES rendered from July 18, 2024 to August 14, 2024 in connection with *Winter v. Luft, et al.*, Index No. 65112/2024 (Supreme Court Westchester County):

<u>Fees:</u>	<u>D. Koenigsberg</u>	<u>22.0 hrs. @ \$400/hr.</u>	<u>\$ 10,780.00</u>
	Total Fees	22.0 hrs.	\$ 10,780.00

Disbursements and Other Charges: \$ 33.00

Total Amount Due: \$ 10,813.00

PLEASE SEND REMITTANCE TO: MENZ BONNER KOMAR & KOENIGSBERG LLP
800 WESTCHESTER AVENUE, SUITE 641-N
RYE BROOK, NEW YORK 10573

OR WIRE REMITTANCE TO: JP MORGAN CHASE MANHATTAN BANK
FOR THE ACCOUNT OF
MENZ BONNER KOMAR & KOENIGSBERG LLP # 134114006265
ABA# 021000021
PLEASE CONFIRM WIRE INSTRUCTIONS BY CALLING (914) 949-0222

Menz Bonner Komar & Koenigsberg LLP
800 Westchester Avenue
Suite 641-N
Rye Brook, NY 10573

Invoice submitted to:
Tajian M. Nelson
Commissioner
Westchester County Board of Elections
25 Quarropas Street
White Plains, NY 10601
Westchester

August 15, 2024

Invoice #15507

Professional Services

		<u>Hrs/Rate</u>	<u>Amount</u>
7/18/2024	DAK Communications w. T. Nelson re Pelham lawsuit issues.	0.50 675.00/hr	337.50
	DAK Tel. call w. F. Mountain, WC attorney re lawsuit issues.	0.10 675.00/hr	67.50
	DAK Reviewed Petition and case filings.	1.20 675.00/hr	810.00
	DAK Comm. w. T. Nelson re case status and strategy.	0.20 675.00/hr	135.00
	DAK Comm. w. J. Gasbarro re case filings by Pelham Manor.	0.20 675.00/hr	135.00
	DAK Prepared email to court clerk re conflict issues, retention and extension of time to answer.	0.20 675.00/hr	135.00
	DAK Drafted answer.	1.30 675.00/hr	877.50
	DAK Reviewed Pelham motion to dismiss and exhibits.	1.00 675.00/hr	675.00
	DAK Legal research re case law and prior referendums in November.	1.00 675.00/hr	675.00
	DAK Drafted Nelson affirmation.	0.50 675.00/hr	337.50

			<u>Hrs/Rate</u>	<u>Amount</u>
7/18/2024	DAK	Drafted memo of law.	1.00 675.00/hr	675.00
7/19/2024	DAK	Communications w. T. Nelson re case status and draft pleadings.	0.30 400.00/hr	120.00
	DAK	Reviewed and revised answer for client review.	0.70 400.00/hr	280.00
	DAK	Reviewed and revised affirmaiton for client review.	0.20 400.00/hr	80.00
	DAK	Reviewed and revised memo of law; legal research re same; prepared email to transmit draft for client review.	0.90 400.00/hr	360.00
	DAK	Communications w. T. Nelson re revisions to answer, affirmation, and memo of law; prepared revised documents for client review and approval; emails re same.	1.00 400.00/hr	400.00
	DAK	Preparation of pleadings to file via NYSCEF; emailed copies to client.	0.40 400.00/hr	160.00
	DAK	Reviewed Answer, etc. filed by Commissioner Colety; prepared email to forward to client.	0.20 400.00/hr	80.00
7/22/2024	DAK	Reviewed Petitioners' reply papers; prepared email forwarding Gasbarro affidavit to client.	0.40 400.00/hr	160.00
	DAK	Comm. w. J. Gasbarro re hearing on petition.	0.60 400.00/hr	240.00
7/23/2024	DAK	Attended hearing before Judge Jamieson; meeting with J. Gasparro and F. Corvino before and after hearing.	1.50 400.00/hr	600.00
7/30/2024	DAK	Reviewed court order granting petition; communications w. T. Nelson re same; communications w. J. Gasbarro re same.	0.80 400.00/hr	320.00
	DAK	Reviewed notices of entry served by J. Gasbarro.	0.10 400.00/hr	40.00
7/31/2024	DAK	Communications w. J. Gasbarro re Pelham Examiner news report re court decision.	0.20 400.00/hr	80.00
8/1/2024	DAK	Communications w. J. Gasbarro re Journal News report re court decision.	0.20 400.00/hr	80.00
8/2/2024	DAK	Communications w J. Gasbarro re Pelham clerk not submit referendum to Board of Elections.	0.20 400.00/hr	80.00
	DAK	Communications w J. Gasbarro re Pelham clerk not submit referendum to Board of Elections.	0.20 400.00/hr	80.00

			<u>Hrs/Rate</u>	<u>Amount</u>
8/2/2024	DAK	Communications w J. Gasbarro re Pelham filing of notice of appeal and Pelham argument re automatic stay.	0.20 400.00/hr	80.00
	DAK	Reviewed notices of appeal filed by Pelham; prepared email forwarding same to T. Nelson.	0.20 400.00/hr	80.00
	DAK	Reviewed J. Gasbarro email to counsel re appeal and proposed application for order to show cause to vacate stay; prepared email forwarding same to T. Nelson.	0.20 400.00/hr	80.00
8/3/2024	DAK	Reviewed phone message from T. Nelson; called T. Nelson and left message.	0.10 400.00/hr	40.00
8/4/2024	DAK	Tel. calls w. J. Gasbarro re issues re order to show case to vacate stay.	0.20 400.00/hr	80.00
	DAK	Tel. call w. T. Nelson re strategy re response to order to show cause.	0.10 400.00/hr	40.00
	DAK	Reviewed J. Gasbarro email and drafts of proposed order to show cause and supporting affirmation; prepared email to J. Gasbarro re same.	0.50 400.00/hr	200.00
8/5/2024	DAK	Reviewed Comm'r Colety notice of appeal; prepared email to T. Nelson transmitting same.	0.10 400.00/hr	40.00
	DAK	Reviewed J. Gasbarro email to counsel re proposed order to show cause to vacate stay with link to motion papers; reviewed App. Div. docket; downloaded documents; reviewed proposed order to show and supporting affirmation.	0.30 400.00/hr	120.00
	DAK	Drafted attorney affirmation in response to proposed order to show cause.	0.80 400.00/hr	320.00
	DAK	Prepared email to T. Nelson transmitting draft affirmation and order to show cause.	0.20 400.00/hr	80.00
	DAK	Preparation of pleadings: reviewed and revised attorney affirmation; communications w T. Nelson re same; prepared affirmation and filed with Appellate Division; prepared email to transmit filed affirmation on counsel to case and email to transmit copy to T. Nelson.	0.90 400.00/hr	360.00
	DAK	Reviewed T. Hill email to court clerk re remote participation in hearing; reviewed Supreme Court notice rejecting Colety Notice of Appeal for filing defect; emails w. T. Nelson re phone participation; prepared email to court to request phone participation.	0.20 400.00/hr	80.00
	DAK	Participated by telephone to 2d Dep't court hearing on application for OSC and TRO.	0.50 400.00/hr	200.00
	DAK	Prepared email memo to T. Nelson re hearing on application for OSC and TRO.	0.20 400.00/hr	80.00

			<u>Hrs/Rate</u>	<u>Amount</u>
8/5/2024	DAK	Reviewed email and order to show cause issued by Appellate Division; prepared email to T. Nelson transmitting same.	0.20 400.00/hr	80.00
	DAK	Reviewed court notice to refile affirmation following service of signed OSC; reviewed J. Gasbarro email serving signed OSC and supporting papers; reviewed OSC as filed with court.	0.20 400.00/hr	80.00
	DAK	Reviewed and replied to T. Hill email re NYSCEF filing for Board of Elections.	0.20 400.00/hr	80.00
	DAK	Reviewed notices from Supreme Court and Appellate Division re re-filing of Colety Notice of Appeal.	0.10 400.00/hr	40.00
8/6/2024	DAK	Communications w. J. Gasbarro re appellate issues; reviewed news articles about case forwarded by J. Gasbarro.	0.30 400.00/hr	120.00
	DAK	Re-filed affirmation.	0.10 400.00/hr	40.00
	DAK	Reviewed J. Gasbarro letter to court re expedited briefing schedule.	0.10 400.00/hr	40.00
8/7/2024	DAK	Reviewed J. Murtuagh letter to App. Div. re briefing schedule.	0.10 400.00/hr	40.00
8/12/2024	DAK	Reviewed notice from App. Division re case number.	0.10 400.00/hr	40.00
	DAK	Reviewed court notice of filing of memo of law by Pelham; reviewed memo of law; prepared email to T. Nelson transmitting memo of law.	0.30 400.00/hr	120.00
8/13/2024	DAK	Reviewed Colety affidavit; prepared email to T. Nelson re same; reviewed T. Nelson response.	0.30 400.00/hr	120.00
8/14/2024	DAK	Reviewed emails from App, Div. re order denying OSC with expedited briefing schedule; prepared email transmitting same to T. Nelson.	0.20 400.00/hr	80.00
		For professional services rendered	22.00	\$10,780.00
		Additional Charges :		
7/23/2024		Taxi fare from White Plains to Dobbs Ferry after court hearing.		33.00
		Total additional charges		\$33.00
		Total amount of this bill		\$10,813.00

Invoice

Counsel Press Inc.

PO Box 65019
Baltimore, Maryland 21264-5019
Phone: (800) 427-7325

Invoice Number: 0009166304

Date: 08/28/2024

Fed. Tax ID: 47-3380949

Terms: ON RECEIPT

Sold To

Menz Bonner Komar & Koenigsberg LLP
800 Westchester Avenue
Suite 641-N
Rye Brook, NY 10573 USA

Attention: David A. Koenigsberg, Esq.

File No.: 332341

Court: APP DIV 2ND DEP

Case Name: Erica R. Winter v. Lindsey M. Luft

				Amount
RESPONDENT'S BRIEF				
1.00	Preparation of Brief	@	\$1,095.00	\$1,095.00
90.00	Page(s)	@	\$0.00	
1.00	Electronic File Production and Review	@	\$150.00	\$150.00
11.00	Electronic - Bookmarks	@	\$2.50	\$27.50
20.00	Electronic - Link(s)	@	\$3.00	\$60.00
1.00	File Upload(s)	@	\$50.00	\$50.00
1.00	Shipping & Handling	@	\$60.00	\$60.00

00-DR08/30/2024 17:23 PM

This Invoice is Due Upon Receipt. Please Show Invoice
Number on Check When Submitting Payment.

Subtotal \$1,442.50

Sales Tax \$120.81

\$0.00

Payment/Credit \$0.00

Page 1 of 1

Balance \$1,563.31

NEW YORK, NY - WASHINGTON, DC - PHILADELPHIA, PA - LOS ANGELES, CA - CHICAGO, IL
BUFFALO, NY - RICHMOND, VA - BOSTON, MA - ISELIN, NJ - SYRACUSE, NY - ROCHESTER, NY - DELHI, NY

226

MENZ BONNER KOMAR & KOENIGSBERG LLP

ATTORNEYS AT LAW

800 WESTCHESTER AVENUE, SUITE 641-N

RYE BROOK, NEW YORK 10573

www.mbkklaw.com

TEL: (914) 949-0222

FAX: (914) 997-4117

INVOICE # 15511

SEPTEMBER 12, 2024

FOR PROFESSIONAL SERVICES rendered from August 14, 2024 to September 11, 2024 in connection with *Winter v. Luft, et al.*, Index No. 65112/2024 (Supreme Court Westchester County):

<u>Fees:</u>	M. Driscoll	.20 @ \$400/hr.	\$	80.00
	D. Koenigsberg	22.40 hrs. @ \$400/hr.	\$	8,960.00
	Total Fees	22.60 hrs.	\$	9,040.00

Disbursements and Other Charges: \$ 1,608.36

Total Amount This Invoice \$ 10,648.36

Prior Invoice Outstanding: No. 15507 (Aug. 15, 2024) \$ 10,813.00

Total Amount Due: \$ 21,461.36

PLEASE SEND REMITTANCE TO: MENZ BONNER KOMAR & KOENIGSBERG LLP
800 WESTCHESTER AVENUE, SUITE 641-N
RYE BROOK, NEW YORK 10573

OR WIRE REMITTANCE TO: JP MORGAN CHASE MANHATTAN BANK
FOR THE ACCOUNT OF
MENZ BONNER KOMAR & KOENIGSBERG LLP # 134114006265
ABA# 021000021
PLEASE CONFIRM WIRE INSTRUCTIONS BY CALLING (914) 949-0222

Menz Bonner Komar & Koenigsberg LLP
 800 Westchester Avenue
 Suite 641-N
 Rye Brook, NY 10573

Invoice submitted to:
 Tajian M. Nelson
 Commissioner
 Westchester County Board of Elections
 25 Quarropas Street
 White Plains, NY 10601
 Westchester

September 12, 2024

Invoice #15511

Professional Services

			<u>Hrs/Rate</u>	<u>Amount</u>
8/19/2024	DAK	Communications w. J. Gasbarro re issues re oral argument of Pelham appeal; prepared email to T. Nelson re same; tel. call w. T. Nelson re strategy re appeal issues.	0.40 400.00/hr	160.00
8/20/2024	DAK	Reviewed App. Div. notices re briefs filed by Palham Manor and Comm'r Colety; reviewed briefs; transmitted copies to T. Nelson; contacted printer re print and file appellate brief.	0.80 400.00/hr	320.00
8/21/2024	DAK	Communications w. appellate printer; communication w. T. Nelson re same.	0.30 400.00/hr	120.00
8/22/2024	DAK	Communications w. printer re filing rules and brief cover.	0.20 400.00/hr	80.00
	MKD	Comm. w/ D. Koenigsberg re appellate record and filings and linking of same.	0.20 400.00/hr	80.00
	DAK	Drafted T. Nelson appeal brief; reviewed appellants' briefs; legal research; reviewed record below.	3.70 400.00/hr	1,480.00
8/23/2024	DAK	Reviewed and revised appellate brief; prepared email to transmit draft brief to client for review.	3.10 400.00/hr	1,240.00
8/25/2024	DAK	Comm. w. J. Gasbarro re appellate brief and argument issues.	0.20 400.00/hr	80.00
	DAK	Reviewed AD2d calendar for 9/5/24.	0.10 400.00/hr	40.00

			<u>Hrs/Rate</u>	<u>Amount</u>
8/26/2024	DAK	Preparation of pleadings: communications. w. T. Nelson re draft brief; communications w. printer re brief; reviewed and revised brief; cite check cases; finalized brief for filing; transmitted final brief to printer.	1.00 400.00/hr	400.00
	DAK	Reviewed and revised brief from printer; emails w/ printer re same.	0.40 400.00/hr	160.00
	DAK	Communications w. printer re unpublished case citation.	0.20 400.00/hr	80.00
	DAK	Reviewed brief as filed; emails w. printer re same; email to T. Nelson transmitting filed brief.	0.20 400.00/hr	80.00
	DAK	Reviewed Petitioners' brief as filed; prepared email to transmit copy to T. Nelson.	0.20 400.00/hr	80.00
8/27/2024	DAK	Reviewed Petitioners-Respondents Winter and Frost appeal brief.	0.70 400.00/hr	280.00
8/28/2024	DAK	Reviewed email re order from appellate court re motions.	0.10 400.00/hr	40.00
	DAK	Reviewed reply brief filed by Pelham Manor and Commissioner Colety; prepared email transmitting briefs to T. Nelson.	0.30 400.00/hr	120.00
9/3/2024	DAK	Preparation for oral argument; reviewed briefs, case law, statutes.	1.30 400.00/hr	520.00
9/4/2024	DAK	Preparation for oral argument; reviewed briefs, case law, statutes.	3.00 400.00/hr	1,200.00
	DAK	Reviewed NYSCEF notice re attorney appearance for Commissioner Colety.	0.10 400.00/hr	40.00
9/5/2024	DAK	Appeared at 2d Department Appellate Division for oral argument of Pelham Manor appeal: travel to court (1.4); attended court; met w. Attorney J. Gasbarro before and after hearing (1.6); return from court (1.9); prepared email memo to T. Nelson re hearing (.2).	5.10 400.00/hr	2,040.00
9/6/2024	DAK	Reviewed Appellate Division Decision and Order; prepared email forwarding decision to T. Nelson.	0.30 400.00/hr	120.00
	DAK	Communications w. T. Nelson re appellate order.	0.20 400.00/hr	80.00
9/9/2024	DAK	Communication w. T. Nelson re filing of referendum papers with BOE; reviewed court notice re service of notice of entry by petitioners' attorney.	0.20 400.00/hr	80.00

		<u>Hrs/Rate</u>	<u>Amount</u>
9/10/2024	DAK Communications w. T. Nelson and J. Gasbarro re process for submission of referendum to BOE.	0.20 400.00/hr	80.00
9/11/2024	DAK Reviewed and replied to T. Nelson email transmitting Pelham Manor referendum and abstract.	0.10 400.00/hr	40.00
	For professional services rendered	22.60	\$9,040.00
	Additional Charges :		
8/21/2024	Copying cost for 7/30/24 court order.		2.30
	Copying cost for Pelham Manor appeal brief.		2.50
	Copying cost for Commissioner Coley appeal brief.		1.60
8/27/2024	Copying cost for Commissioner Nelson appeal brief.		1.20
	Copying cost for Petitioners Winter & Frost appeal brief.		5.30
8/30/2024	Counsel Press invoice to print appellate brief.		1,563.31
9/3/2024	Copying cost for Pelham Manor appeal reply brief.		1.60
	Copying cost for Commissioner Colety appeal reply brief.		1.20
9/4/2024	Copying cost of NYSCEF Doc. No. 5, 2003 court order excerpts.		3.80
9/5/2024	Metro North train fare round trip to and from Grand Central Station.		19.75
	MTA subway fare round trip to and from Brooklyn from Grand Central Station.		5.80
	Total additional charges		\$1,608.36
	Total amount of this bill		\$10,648.36

George Latimer
County Executive

Office of the County Attorney

John M. Nonna
County Attorney

November 7, 2024

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

Re: An Act to Accept a Settlement Offer in the Amount of \$325,000.00 from the Accredited Surety and Casualty Company for a Mediation Conducted to Recover Insurance Proceeds

Dear Honorable Members of the Board:

Attached for your consideration is an Act which would authorize a settlement in the amount of \$325,000.00 in satisfaction of the County's claims against Accredited Surety and Casualty Company, ("Accredited"), the surety for Sony Management, ("Sony"), a construction contractor under DPW Contract No. 15-518.

The County's claim arises out of a 2022 personal injury case that resulted from construction work performed for the County by Sony. The plaintiff in that case, Jacek Krassowsky, was employed by a subcontractor of Sony and suffered severe injuries when injured on the job. In October 2022, the personal injury claim was settled for \$750,000, with your Honorable Board's approval. Sony's commercial liability insurance policy covering this contract had lapsed, so the County paid the settlement itself without any insurance coverage.

On June 5th of this year, the Law Department filed a claim with Accredited, the insurance company that issued the bond covering the construction project. The County sought to recoup the settlement payment pursuant to the County's surety bond. A dispute arose over whether Accredited was obligated to indemnify the County for the settlement of the Krassowski case. Consequently, a mediation was held on November 6th to attempt to settle the dispute. The mediation resulted in a \$325,000 settlement offer from Accredited.

The proposed settlement offer takes into consideration the uncertainty of the outcome of litigation that could be filed against Accredited and the considerable expense that would be incurred in

commencing and continuing such litigation. The mediation was conducted with the assistance of Ira Schulman, who is outside counsel with expertise in construction litigation. Both he and I recommend this settlement.

The accompanying Act will authorize acceptance of a settlement in the amount of \$325,000. I respectfully request this Honorable Board adopt this Act.

Very truly yours,



John M. Nonna
County Attorney

JMN/mg

FISCAL IMPACT STATEMENT

SUBJECT: Lawsuit Settlement:Jacek Krassowski

☐ 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 \$ 325,000

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

☐ Additional Appropriations ☐ Other (explain)

Identify Accounts: 6N: 615/ 59/ 0700/ 4410/ 4280/ 04

Potential Related Operating Budget Expenses: Annual Amount _____

Describe: _____

Potential Related Operating Budget Revenues: Annual Amount \$325,000

Describe: An Act authorizing the County Attorney to Accept the Settlement offer
from Accredited Surety Ins Co to recover in the claim of Krassowski, Jacek G200022.

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

Current Year: _____

Next Four Years: _____

Prepared by: Debra Ogden

Title: Sr. Budget Analyst

Department: Budget

Date: November 7, 2024

Reviewed By: 

Budget Director

Date: 11/7/24

BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER

Your Committee is in receipt of a proposed “Act to Accept a Settlement Offer in the Amount of \$325,000.00 from the Accredited Surety and Casualty Company for a Mediation Conducted to Recover Insurance Proceeds.”

Your Committee is informed that, on June 5th of this year, the Law Department filed a claim with Accredited Surety and Casualty Company, the insurance company that issued the bond covering Contract 15-518. A dispute arose over whether Accredited Surety and Casualty Company was obligated to indemnify the County for the settlement of personal injury case involving Jacek Krassowsky, where the County paid a settlement of \$750,000. Your Committee is informed that the County sought coverage under the surety bond, as the contractor (Sony Management) had let liability insurance lapse at the time Krassowsky’s injury occurred. Sony defaulted in the personal injury case and is no longer in business. Consequently, a mediation was held on November 6th to attempt to settle the dispute. The mediation resulted in a \$325,000 settlement offer from Accredited Surety and Casualty Company.

Your Committee is informed that the County Attorney recommends acceptance of the settlement given the uncertainty of the outcome of any litigation against Accredited, and the costs and expenses of commencing and pursuing such litigation.

Additionally, and as you know, your Honorable Board must comply with the requirements of the State Environmental Quality Review Act (“SEQRA”). Your Committee is informed that the proposed Act does not meet the definition of an action under New York State Environmental Quality Review Act (“SEQRA”) and its implementing regulations 6 NYCRR Part 617. Please refer to the

memorandum from the Department of Planning, dated January 8, 2024, which is on file with the Clerk of the Board of Legislators. Your Committee concurs in this conclusion.

Your Committee has carefully considered the subject matter and the attached Act and recommends authorizing the County Attorney or his designee to accept this settlement offer in the amount of \$325,000.00.

Dated: White Plains, New York

, 2024

COMMITTEE ON:

An Act to Accept a Settlement Offer in the Amount of \$325,000.00 from the Accredited Surety and Casualty Company for a Mediation Conducted to Recover Insurance Proceeds

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

Section 1. The County Attorney is authorized to settle the County's claims against Accredited Surety and Casualty Company, under the surety bond issued for Contract No. 15-518, in the amount of \$325,000.00.

Section 2. The County Attorney or his designee is hereby authorized and empowered to execute and deliver all documents and take such actions as the County Attorney deems necessary or desirable to accomplish the purpose of this Act.

Section 3. This Act shall take effect immediately.

Erika L. Pierce**Legislator, 2nd District**

Chair, Committee on Public Works & Transportation

**Committee Assignments:**

Budget & Appropriations

Human Services

Information Technology & Cybersecurity

Parks & Environment

MEMORANDUM OF LEGISLATION

DATE: 11/07/24**TITLE:** Free County Park Passes for Veterans**SPONSOR:** Legislator Erika Pierce, 2nd District**PURPOSE OR GENERAL IDEA OF BILL:**

To provide U.S. military Veterans free Westchester County Parks Passes.

INTENT:

To grant U.S. military Veterans free Westchester County Parks Passes and all the benefits a Parks Pass provides.

JUSTIFICATION:

Veterans have made immense contributions to our nation, often at great personal cost, and it is our duty to recognize and honor their dedication. By removing the financial barrier to accessing our parks, we demonstrate our gratitude and commitment to their well-being. This proposal will allow Veterans to experience the numerous health and wellness benefits that come from spending time in nature. Access to outdoor recreation can significantly improve mental health, reduce stress, and enhance physical fitness.

This proposal will also aid Service Members in their transition back to civilian life and help them to engage with the broader community. By inviting Veterans to enjoy our parks, we are not only recognizing their past sacrifices but also encouraging their active participation in community life as well as signaling the value Westchester County puts on their service.

Many Veterans face financial hardships, and alleviating this cost helps ease their burden. This support can make a significant difference in their quality of life, allowing them to take full advantage of the natural beauty and recreational opportunities available in Westchester County.

Ultimately, offering free Westchester County Parks Passes and all the benefits they provide to Veterans is a small but important way to give back to those who have given so much for our country. It is an investment in their well-being and a reminder that their service is deeply valued and appreciated. By providing easier access to our parks to Veterans, we are not just providing a recreational opportunity but also making a statement about our collective commitment to their health, happiness, and reintegration into civilian life.

PRESENT LAW: Free Park Passes are available to Active Service Members of the U.S. military and U.S. military Veterans who have a “service connected” disability.

AG/ag

Tel: (914) 995-2810 • Fax: (914) 995-3884 • E-mail: Pierce@westchesterlegislators.com

James Nolan

Minority Whip, Legislator, 15th District
Chair, Committee on Veterans, Seniors & Youth



Committee Assignments:
Labor & Human Rights
Legislation
Parks & Environment

To: Vedat Gashi, Chairman of the Board of Legislators
Sunday Vanderberg, Clerk of the Board of Legislators
Colin Smith, Chair of the Legislation Committee

From: James Nolan, Legislator, District 15

Date: November 13, 2024

Re: Mask Transparency Act

Attached is correspondence from the Westchester County Police Association Inc. President Erik Grutzner and Affiliated Police Association of Westchester President Keith Olson in support of the "Mask Transparency Act".

Please refer to the Legislation Committee



Affiliated Police Associations of Westchester

PO Box 155, Elmsford, NY 10523

Keith Olson, Yonkers PBA

President

Michael Hagan, West, County PBA

1st Vice President

Edward Hayes, New Rochelle SOA.

2nd Vice President

Bruce Donnelly, West, County Corrections SOA. Treasurer



October 22, 2024

Dear Westchester County Legislature,

I write this letter on behalf of the Affiliated Police Associations of Westchester (APA), our forty police associations and our roughly 4,000 members of law enforcement in Westchester County. After careful consideration, the APA is offering our support for the proposed "Mask Transparency Act." We feel that this common-sense law will potentially provide more safety to the public and to our dedicated law enforcement officers.

Once again, on behalf of the APA, I thank you all for your time and consideration.

Respectfully,

Keith Olson

President

Affiliated Police Associations of Westchester

Westchester County Police Chiefs Association Inc.

EXECUTIVE OFFICERS

President, Chief Erik Grutzner, Pleasantville
1st Vice President, Chief John Barbelet, Tarrytown
2nd Vice President, Comm. Michael Kopy, Rye
Immediate Past Pres., Chief Robert Noble, Yorktown
Secretary, Chief Anthony Piccolino, Ardsley
Executive Director, Chief John Costanzo (Ret.), Tuckahoe
Deputy Director, Chief John Elliott (Ret.), P.S.E.F.



BOARD OF DIRECTORS

Chief Greg Austin, Rye Brook
Comm. David Chong, White Plains
Chief Paul Creazzo, Town of Mamaroneck
Chief Sandra DiRuzza, Village of Mamaroneck
Comm. Robert Gazzola, New Rochelle
Chief Rick Guevara, Dobbs Ferry
Chief Andrew Maturro, Scarsdale
Chief Chris McNerney, Larchmont
Chief Paul Oliva, Mt. Pleasant
Chief Chris Satriale, Bronxville

October 24, 2024

Honorable James Nolan, Legislator
District 15 - Westchester County Board of Legislators

Via e-mail

Dear Legislator Nolan,

Please accept this letter of support from the Westchester County Chiefs of Police Association for the proposed Mask Transparency Act you are sponsoring for Westchester County. As those responsible for responding to and investigating crimes in the county, our association fully supports banning the wearing of a facial covering to intimidate others, or to conceal a person's identity from law enforcement.

In addition, we applaud the legislation's recognition that masks worn for health and safety, religious, observance, or other legitimate means, be exempt from prohibition.

It is interesting to note that laws similar to the Mask Transparency Act were common prior to the COVID-19 pandemic. As we have moved beyond mandated wearing of masks in public to prevent the spread of disease, the wearing of a mask is more often used to instill fear in others or conceal one's identity. As concerns regarding the targeting of religious and ethnic minorities continues to rise, this legislation provides law enforcement every opportunity to identify and prosecute perpetrators of hate crimes, and protect victims from harassment.

We thank you for your continued support of law enforcement in Westchester County.

Erik Grutzner, President

230 Barger St., Putnam Valley, New York, 10579



**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.

RECEIVED
2024 OCT 24 PM 4:47
WEST COAST COUNTY
BOARD OF SUPERVISORS

October 28, 2024

VIA FEDERAL EXPRESS
TRACKING NO. 2811 4709 1645

Mr. Michael Fouassier, DPA, IAO
Assessor
Town of Ossining
16 Croton Avenue, 3rd Floor
Ossining, New York 10562

VIA FEDERAL EXPRESS
TRACKING NO. 2811 4676 3122

Ms. Holly Perlowitz, Receiver of Taxes
Village of Ossining
16 Croton Avenue
Ossining, New York 10562

**Re: *WB 30 Water Street, LLC and County of Westchester Industrial
Development Agency***

***PILOT Agreement and NYS Form RP-412-a, "Application for Real Property
Tax Exemption"***

***Premises: 30 Water Street, Village of Ossining
Section 89.19, Block 6, Lots, 26, 27, p/o 28 and p/o 29 (a/k/a
Proposed Tax Lots: 30..0001, 30..0002, 30..0003, and 30..0004)***

Dear Mr. Fouassier and Ms. Perlowitz:

On behalf of the County of Westchester Industrial Development Agency, I have enclosed for you, the Assessor and Receiver of Taxes for the jurisdiction within which the above-referenced project is located, a completed and signed NYS Form RP-412-a "Application for Real Property Tax Exemption" with a signed copy of the related PILOT Agreement.

Should you have questions, please contact me at (914) 298-3023. Thank you.

Very truly yours,



Adriana M. Baranello

HARRIS BEACH ^{PLC}
ATTORNEYS AT LAW

445 HAMILTON AVENUE, SUITE 1206
WHITE PLAINS, NY 10601
(914) 683-1200

ADRIANA M. BARANELLO

DIRECT: 914.298.3023
FAX: 914.683.1210
ABARANELLOI@HARRISBEACH.COM

October 28, 2024
Page 2

HARRIS BEACH ^{PLC}
ATTORNEYS AT LAW

AMB/lap
Enclosures

cc: Affected Taxing Jurisdiction Officials
indicated on Schedule A attached hereto (w/encs. – copies)

Schedule A

WESTCHESTER COUNTY

Via Certified Mail

No. 9489-0090-0027-6556 9238 06

The Honorable George Latimer
Westchester County Executive
148 Martine Avenue, 9th Floor
White Plains, New York 10601

Via Certified Mail

No. 9489-0090-0027-6556 9238 20

Tami S. Altschiller, Esq.
Contracts and Real Estate Bureau
Westchester County Attorney's Office
148 Martine Avenue, 6th Floor
White Plains, New York 10601

Via Certified Mail

No. 9489-0090-0027-6556 9238 44

Westchester County Tax Commission
Attn: Executive Director
110 Dr. Martin Luther King Jr. Blvd.
Room L-222
White Plains, New York 10601

VILLAGE OF OSSINING

Via Certified Mail

No. 9489-0090-0027-6556 9238 68

Hon. Rika Levin
Village Mayor
Village of Ossining
16 Croton Avenue
Ossining, New York 10562

TOWN OF OSSINING

Via Certified Mail

No. 9489-0090-0027-6558 0844 51

Hon. Elizabeth R. Feldman
Town Supervisor
Town of Ossining
16 Croton Avenue
Ossining, New York 10562

Via Certified Mail

No. 9489-0090-0027-6556 9238 13

The Honorable Benjamin Boykin
Chair of Westchester County Board of Legislators
148 Martine Avenue, 8th Floor
White Plains, New York 10601

Via Certified Mail

No. 9489-0090-0027-6556 9238 37

Ann Marie Berg, Commissioner
Westchester County Department of Finance
148 Martine Avenue, Suite 720
White Plains, New York 10601

Via Certified Mail

No. 9489-0090-0027-6556 9238 51

Cesar Vargas
First Deputy Commissioner
Westchester County Department of Finance
148 Martine Avenue, Suite 720
White Plains, New York 10601

October 28, 2024
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HARRIS BEACH PLLC
ATTORNEYS AT LAW

OSSINING UNION FREE SCHOOL DISTRICT

Via Certified Mail

No. 9489-0090-0027-6558 0844 68

Ms. Mary Fox-Alter
Interim Superintendent
Ossining Union Free School District
400 Executive Boulevard
Ossining, New York 10562

Via Certified Mail

No. 9489-0090-0027-6558 0844 75

Ms. Christine Mangiamele
President, Board of Education
Ossining Union Free School District
400 Executive Boulevard
Ossining, New York 10562

Via Certified Mail

No. 9489-0090-0027-6558 0844 82

Ms. Ileana Ortiz
District Clerk
Ossining Union Free School District
400 Executive Boulevard
Ossining, New York 10562



NYS BOARD OF REAL PROPERTY SERVICES

RP-412-a (1/95)

INDUSTRIAL DEVELOPMENT AGENCIES
APPLICATION FOR REAL PROPERTY TAX EXEMPTION
(Real Property Tax Law, Section 412-a and General Municipal Law, Section 874)

1. INDUSTRIAL DEVELOPMENT AGENCY (IDA)

Name County of Westchester Industrial Development Agency
Street 148 Martine Avenue, Room 903
City White Plains, New York 10601
Telephone no. Day (914) 995-2900
Evening ()
Contact Joan McDonald
Title Chairperson

2. OCCUPANT (IF OTHER THAN IDA)

(If more than one occupant attach separate listing)

Name WB 30 Water Street, LLC
Street 480 Bedford Road
City Chappaqua, New York 10514
Telephone no. Day (914) 995-2900
Evening ()
Contact William G. Balter
Title Authorized Signatory

3. DESCRIPTION OF PARCEL

a. Assessment roll description (tax map no./roll year)
Section 89.19; Block 6; Lots 26, 27, p/o 28 and p/o 29 **

b. Street address 30 Water Street

c. City, Town or Village Ossining (Village)

d. School District Ossining UFSD

e. County Westchester

f. Current assessment \$

g. Deed to IDA (date recorded; liber and page)

**Lease Agreement, a memorandum of which was
recorded on or about October 24, 2024.**

** Proposed Tax Lots: 30..0001, 30..0002, 30..0003 and
30..0004

4. GENERAL DESCRIPTION OF PROPERTY (if necessary, attach plans or specifications)

a. Brief description (include property use) Construction, renovation, improving, maintaining and equipping
8-story mixed use development consisting of residential units and amenities, retail space and parking.

b. Type of construction steel, concrete, etc.

c. Square footage unknown

d. Total cost \$

e. Date construction commenced Fall 2024

f. Projected expiration of exemption (i.e.
date when property is no longer
possessed, controlled, supervised or
under the jurisdiction of IDA)
December 31, 2059

**5. SUMMARIZE AGREEMENT (IF ANY) AND METHOD TO BE USED FOR PAYMENTS TO BE
MADE TO MUNICIPALITY REGARDLESS OF STATUTORY EXEMPTION**

(Attach copy of the agreement or extract of the terms relating to the project).

a. Formula for payment See Attached PILOT Agreement

b. Projected expiration date of agreement December 31, 2059

c. Municipal corporations to which payments will be made

	Yes	No
County <u>Westchester</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Town/City <u>Ossining</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Village <u>Ossining</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
School District <u>Ossining UFSD</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

d. Person or entity responsible for payment

Name WB 30 Water Street, LLC
 Title _____
 Address 480 Bedford Road
Chappaqua, New York 10514

e. Is the IDA the owner of the property? Yes/No (circle one)
 If "No" identify owner and explain IDA rights or interest in an attached statement. The IDA has a leasehold interest in the property.

Telephone 914 995-2900

6. Is the property receiving or has the property ever received any other exemption from real property taxation? (check one) ☐ Yes ☒ No

If yes, list the statutory exemption reference and assessment roll year on which granted:
 exemption Real Property Tax Law assessment roll year _____

7. A copy of this application, including all attachments, has been mailed or delivered on 10/28/24 (date) to the chief executive official of each municipality within which the project is located as indicated in Item 3.

CERTIFICATION

I, Joan McDonald, Chairperson _____ of _____
 Name Title
County of Westchester Industrial Development Agency hereby certify that the information
 Organization

on this application and accompanying papers constitutes a true statement of facts.

10.15.2024
 Date

Joan McDonald
 Signature

FOR USE BY ASSESSOR

1. Date application filed _____
2. Applicable taxable status date _____
- 3a. Agreement (or extract) date _____
- 3b. Projected exemption expiration (year) _____
4. Assessed valuation of parcel in first year of exemption \$ _____
5. Special assessments and special ad valorem levies for which the parcel is liable:

 Date

 Assessor's signature

COUNTY OF WESTCHESTER INDUSTRIAL DEVELOPMENT AGENCY

and

WB 30 WATER STREET, LLC

PAYMENT IN LIEU OF TAXES AGREEMENT

Dated as of:

October 24, 2024

Property Location:

30 Water Street
Village of Ossining
Westchester County

Tax Map Number:

Section: 89.19

Block: 6

Lots: 26, 27, p/o 28 and p/o 29

Proposed Tax Lots: 30..0001, 30..0002, 30..0003, and 30..0004

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Payment in Lieu of Taxes Agreement and is for convenience of reference only.)

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PAYMENT IN LIEU OF TAXES AGREEMENT

PAYMENT IN LIEU OF TAXES AGREEMENT, dated as of October 24, 2024 (this “**PILOT Agreement**”), by and between the **COUNTY OF WESTCHESTER INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation of the State of New York (the “**State**”) having an office for the transaction of business at 148 Martine Avenue, White Plains, New York 10601 (the “**Agency**”), **WB 30 WATER STREET, LLC**, a limited liability company duly organized and existing under the laws of the State of New York (the “**Company**”), having an office at 480 Bedford Road, Chappaqua, New York 10514. Capitalized terms used by not defined herein shall have the meaning given to such terms in the Project Agreement, dated as of October 24, 2024 (the “**Project Agreement**”), by and between the Company and the Agency

WITNESSETH:

WHEREAS, Title 1 of Article 18-A of the General Municipal Law of the State (the “**IDA Act**”) was duly enacted into law as Chapter 1030 of the Laws of 1969 of the State; and

WHEREAS, the IDA Act, as amended from time to time, authorizes and provides for the creation of industrial development agencies for the benefit of the several counties, cities, villages and towns in the State and empowers such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip and furnish real and personal property, whether or not now in existence or under construction, which shall be suitable for, among other things, manufacturing, warehousing, research, civic, commercial or industrial purposes, in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State and to improve their recreation opportunities, prosperity and standard of living; and

WHEREAS, the IDA Act further authorizes each such agency to lease and to sell its projects, to charge and collect rent therefor, to mortgage any or all of its facilities and to enter into an agreement which includes provisions such as those contained in this PILOT Agreement; and

WHEREAS, pursuant to and in accordance with the provisions of the IDA Act, Chapter 788 of the Laws of 1976 of the State, as amended by Chapter 564 of the Laws of 1983 (said chapter and the IDA Act, as amended, being hereinafter collectively referred to as the “**Act**”), the Agency was created for the benefit of the County of Westchester and the inhabitants thereof and is empowered under the Act to undertake projects in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State and to improve their standard of living; and

WHEREAS, the Agency has this day acquired a leasehold title interest in certain real property more particularly described in Schedule “A” attached hereto and the improvements located thereon and improvements or additions to be constructed thereon, together with various items of equipment to be utilized in connection therewith, all in connection with and in reliance upon the application, dated July 7, 2024 (the “**Application**”), that the Company submitted to the Agency for financial assistance which the Agency has previously acted upon by Resolution (as

defined in Section 1.1, below), and subject to the Company Lease (as defined in the Project Agreement); and

WHEREAS, to accomplish the purposes of the Act, the Agency has entered into negotiations with the Company for a commercial "project", within the meaning of the Act (the "**Project**"), to be located within the territorial boundaries of the Village of Ossining, New York at premises located at 30 Water Street (Section 89.19, Block 6, Lots 26, 27, p/o 28, and p/o 29, a/k/a Proposed Lots 30..0001, 30..0002, 30..0003, and 30..0004) (the "**Land**"); and

WHEREAS, the Project shall consist of: the Agency taking title, possession or control (by deed, lease, license or otherwise) of the Land, including, but not limited to, all easements, licenses, and other real property interests thereon (the "**Facility Real Property**") and the construction, renovation, improving, maintaining and equipping upon the Facility Real Property of: (A) an 8-story mixed use facility containing: (i) 108 residential rental units provided to residents earning at or below 30-80% of area median income and one superintendent's unit, (ii) residential amenities, (iii) approximately 3,968 sq. ft. of community space, and (iv) approximately 3,409 sq. ft. of retail space, and (B) a 4-story detached parking garage, which will include 45 municipal parking spaces (the "**Improvements**"); (B) the acquisition and installation in and around the Facility Real Property and Improvements of certain items of equipment and other tangible personal property (the "**Equipment**", and together with the Facility Real Property and the Improvements, collectively, the "**Facility**"), all as more fully described in the Application; and

WHEREAS, the Agency has appointed the Company as the Agency's agent to undertake the Project pursuant to the Project Agreement; and

WHEREAS, the Project constitutes a "project" within the meaning of the Act; and

WHEREAS, the Facility is to be used for the purposes set forth in the Project Agreement all in accordance with the Act; and

WHEREAS, the Project is located within the boundaries of the Municipalities (as defined in Section 1.1, below); and

WHEREAS, under the present provisions of the Act and Section 412-a of the RPTL (as defined in Section 1.1, below), the Agency is not required to pay Real Estate Taxes (as defined in Section 1.1, below) upon any of the property acquired by it or under its jurisdiction or supervision or control, such as will occur under the Company Lease and the Agency Sublease; and

WHEREAS, the Agency has made it a condition to its entering into this transaction and the Project Agreement that the Company agree to make PILOT Payments (as defined in Section 1.1, below) pursuant to this PILOT Agreement with respect to the Project; and

WHEREAS, the Municipalities rely on future receipt of real property taxes which would be received by the Municipalities but for the involvement of the Agency in the Project, including, without limitation, Real Estate Taxes; and

WHEREAS, the PILOT Payments contemplated by this PILOT Agreement are in lieu of Real Estate Taxes which would be payable with respect to the Project during the term of this PILOT Agreement; and

WHEREAS, the Company is desirous that the Agency enter into the Project Documents, and the Company is willing to enter into this PILOT Agreement in order to induce the Agency to enter into the Project Documents.

NOW, THEREFORE, in consideration of the matters above recited, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereto formally covenant, agree and bind themselves as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. The following words and terms used in this PILOT Agreement shall have the respective meanings set forth below unless the context or use indicates another or different meaning or intent:

“Act” means the Act described in the recitals hereto.

“Affiliate” shall mean a Person which directly or indirectly through one or more intermediaries’ controls, or is under common control with, or is controlled by, another Person (which includes the Company). The term “control” (including the related terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person (including the Company), whether through the ownership of voting securities, by contract or otherwise.

“Agency” means (A) the County of Westchester Industrial Development Agency and its successors and assigns, and (B) any public benefit corporation or other public corporation resulting from or surviving any consolidation or merger to which the County of Westchester Industrial Development Agency or its successors or assigns may be a party.

“Application” means the Application described in the recitals hereto.

“Assessor” means the individual lawfully appointed by the Town to determine the assessment of the Project.

“Benefits Commencement Date” has the meaning given to such term in Section 3.1(f) of this PILOT Agreement.

“Company” means WB 30 Water Street, LLC, a New York limited liability company, and its successors and assigns.

“County” means the County of Westchester.

“IDA Act” means the IDA Act described in the recitals hereto.

“Environmental Laws” means all Federal, state and local environmental laws or regulations having the force of law applicable to the Project.

“Equipment” means the Equipment described in the recitals hereto.

“Event of Default” means, with respect to this PILOT Agreement, any of those events defined as Events of Default by the terms of Article V hereof.

“Facility” means the Facility described in the recitals hereto.

“Facility Real Property” means the Facility Real Property described in the recitals hereto.

“Governmental Authority” means the United States, the State, any other state and any political subdivision thereof, and any agency, department, commission, board, bureau or instrumentality of any of them.

“Hazardous Materials” means all hazardous materials including, without limitation, any flammable explosives, radioactive materials, radon, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum, petroleum products, methane, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, *et seq.*), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801, *et seq.*), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sections 9601, *et seq.*), Articles 15 or 27 of the State Environmental Conservation Law, or in the regulations adopted and publications promulgated pursuant thereto, or any other Federal, state or local environmental law, ordinance, rule or regulation having the force of law.

“LADA” means the Land Acquisition and Development Agreement, dated February 9, 2022, as amended, by and between the Village of Ossining and WBP Development LLC.

“Municipalities” means the Town, the Village, the County and the School District.

“NYSDEC” means the New York State Department of Environmental Conservation.

“Person” shall mean any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision thereof or other entity.

“Permitted Mortgagee” shall mean a bona fide third-party mortgage lender which is not an Affiliate of the Company, including without limitation NEW YORK STATE HOUSING FINANCE AGENCY (“HFA”), and WEBSTER BANK, NATIONAL ASSOCIATION

("Webster Bank") and the successors and assigns of any Permitted Mortgagee, including but not limited to, any purchasers in foreclosure or deed-in-lieu of foreclosure.

"Permitted Mortgage" shall mean a bona fide mortgage encumbering the Facility (or any part thereof) and held by a Permitted Mortgagee, including any amendments thereto, including without limitation:

- (a) Fee and Subleasehold Mortgage, Assignment of Rents and Security Agreement made by Borrower to HFA in the principal amount of \$48,110,000;
- (b) New York State Housing Finance Agency Fee and Subleasehold Subsidy Mortgage made by Borrower to HFA in the principal amount of \$16,061,513;
- (c) Note and Mortgage made by Borrower to Westchester County in the principal amount of \$2,730,000.

"PILOT Agreement" means this payment-in-lieu-of-tax agreement, as the same may be amended or supplemented from time to time.

"PILOT Payments" means payments in lieu of real estate taxes made pursuant to this PILOT Agreement with respect to the Project.

"Project" means the Project described in the recitals hereto.

"Project Agreement" means that certain Project Agreement by and between the Agency and the Company, dated as of the date hereof, as the same may be amended or supplemented from time to time.

"Real Estate Taxes" means the real property taxes which would be received by the Municipalities but for the involvement of the Agency in the Project.

"Resolution" means the resolution of the Agency adopted on August 29, 2024, authorizing the transactions contemplated by this PILOT Agreement in accordance with the Act.

"RPTL" means the Real Property Tax Law of the State, as amended.

"Sales Tax Letter" means the Letter of Authorization for Sales Tax Exemption made available to the Company (or to a sub-agent of the Company) by the Agency pursuant to Article II of the Project Agreement.

"School District" means the Ossining Union Free School District.

"Special Levies" means certain special assessments and ad valorem levies.

"State" means the State of New York.

"Substitution Notice" means the Substitution Notice described in Section 3.5, below.

“Taxable Equivalent Assessment” has the meaning ascribed in Section 3.1(e) below.

“Town” means the Town of Ossining, New York.

“Village” means the Village of Ossining, New York.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of Agency.

The Agency represents and warrants as follows:

(a) Existence and Power. The Agency has been duly established under the provisions of the Act, has duly adopted the Resolution and has the power to enter into the transactions contemplated by this PILOT Agreement.

(b) Further Assurances. The Agency will execute, acknowledge and deliver, at the sole cost and expense of the Company, all such further deeds, conveyances, mortgages, assignments, estoppel certificates, notices or assignments, transfers, assurances and other agreements as the Municipalities, the Company and/or any Permitted Mortgagee may reasonably require from time to time in order to give further effect to this PILOT Agreement.

(c) Intentions. The Agency intends to provide for the consummation and completion of the Project in accordance with the provisions of the Project Agreement.

(d) Authorization. The Agency is authorized and has the corporate power and authority under the Act, its by-laws and the laws of the State to enter into this PILOT Agreement and the transactions contemplated hereby and to perform and carry out all the covenants and obligations on its part to be performed under and pursuant to this PILOT Agreement. By proper corporate action on the part of its members and without the need for any other actions or consents, the Agency has duly authorized the execution, delivery and performance of this PILOT Agreement and the consummation of the transactions herein contemplated.

(e) Validity. The Agency is not prohibited from entering into this PILOT Agreement and performing all covenants and obligations on its part to be performed under and pursuant to this PILOT Agreement by the terms, conditions or provisions of the Act, any other law, any order of any court or other agency or agreement to which the Agency is a party or by which the Agency is bound and this PILOT Agreement is the legal, valid and binding obligation of the Agency, enforceable against the Agency in accordance with its terms. There are no actions, suits or proceedings pending, or to the best knowledge of the Agency, threatened against the Agency, relating to or before any court or other agency or governmental authority which would have a material adverse impact on the ability of the Agency to perform its obligations under this PILOT Agreement.

Section 2.2. Representations and Warranties of Company.

The Company represents and warrants as follows:

(a) Power. The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of New York, and by proper action has been duly authorized to execute, deliver and perform this PILOT Agreement.

(b) Authorization. The Company is authorized and has the power under the laws of the State of New York to enter into this PILOT Agreement and the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this PILOT Agreement. The Company is not prohibited from entering into this PILOT Agreement and discharging and performing all covenants and obligations on its part to be performed under and pursuant to this PILOT Agreement, and the execution, delivery and performance of this PILOT Agreement, the consummation of the transactions contemplated hereby and the fulfillment of the compliance with the provisions of this PILOT Agreement will not conflict with or violate or constitute a breach of or a default under the terms, conditions or provisions of the operating agreement of the Company or any law, rule, regulation or order of any court or other agency or authority of government, or any contractual limitation, restriction or indenture, deed of trust, mortgage, loan agreement, other evidence of indebtedness or any other agreement or instrument to which the Company is a party or by which it or any of its property is bound, and neither the Company's discharging and performing all covenants and obligations on its part to be performed under and pursuant to this PILOT Agreement will be in conflict with or result in a breach of or constitute (with due notice and/or lapse of time) a default under any of the foregoing, or result in the creation or imposition or any lien of any nature upon any of the property of the Company under the terms of any of the foregoing. This PILOT Agreement is the legal, valid and binding obligation of the Company enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, reorganization, insolvency or other similar laws affecting the enforcement of creditors' rights generally, and by general principles of equity (regardless of whether considered in a proceeding in equity or at law).

(c) Hazardous Materials. The Company has not used Hazardous Materials, asbestos, petroleum or petroleum by-products on, from, or affecting the Project in any manner which violates Federal, state or local laws, ordinances, rules, regulations, or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials, asbestos, petroleum or petroleum by-products. The Facility Real Property has been accepted into the NYSDEC Brownfield Cleanup Program and will be remediated in accordance with the rules and regulations of NYSDEC.

(d) Compliance with Environmental Laws. The Company shall not cause or permit the Project or any part thereof to be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process Hazardous Materials, asbestos, petroleum or petroleum by-products, other than gas and/or other fuel used for heating, cooking and other ordinary purposes consistent with a multi-unit residential building, except in compliance with all Environmental Laws, nor shall the Company cause or permit, as a result of any intentional or

unintentional act or omission on the part of the Company or any tenant or subtenant, a release of Hazardous Materials, asbestos, petroleum or petroleum by-products, other than gas and/or other fuel used for heating, cooking and other ordinary purposes consistent with a multi-unit residential building, onto the Project or onto any other property in violation of any Environmental Laws.

(e) No Actions. To the knowledge of the Company, there are no actions or proceedings pending or threatened against the Company which would have a material effect on the ability of the Company to discharge its obligations hereunder in accordance with the terms hercof.

(f) No Consents Required. Except as otherwise set forth herein, no consent or approval of any third party is required in order for the Company to execute, deliver and perform this PILOT Agreement in accordance with its terms.

ARTICLE III

COVENANTS AND AGREEMENTS

Section 3.1. Tax Exempt Status of Project.

(a) Assessment of the Facility Real Property. Pursuant to Section 874 of the General Municipal Law and Section 412-a of the RPTL, upon acquisition of title to and/or a leasehold interest in the Facility Real Property by the Agency, and continuing for the period during which the Agency maintains title to and/or a leasehold interest in the Facility Real Property (it being understood that the Agency is obligated to transfer title and/or terminate or assign its leasehold interest to the Company pursuant to Section 6.1, below), the Facility Real Property shall be assessed as exempt upon the assessment rolls of the Municipalities prepared subsequent to the acquisition by the Agency of title to and/or a leasehold interest in the Facility Real Property, except for Special Levies (hereinafter defined). The Facility Real Property shall be entitled to such exempt status on the assessment rolls of the Municipalities from the first tentative roll date (January 1) following (i) the Agency's acquisition or lease thereof and (ii) the completion and submission of all necessary filings in accordance with Section 412-a (2) of the RPTL (which filings shall be the obligation of the Company). It is the intent of this PILOT Agreement that the Company shall, at all times during its or the Agency's ownership or leasing of the Facility Real Property, be obligated to pay either PILOT Payments or Real Estate Taxes, and that the foregoing obligations shall not be duplicative of each other or otherwise be additive, except to the extent set forth in Sections 3.1(b) and 3.2(f) below. For example, and without limitation, (i) the Company shall be obligated to pay Real Estate Taxes lawfully levied and/or assessed against the Facility Real Property, including Real Estate Taxes and assessments levied for the current tax year and all subsequent tax years until such time as the Agency's exemption with respect to the Facility Real Property lawfully takes effect on the tax rolls of the Municipalities and until all tax payments calculated with respect to prior tax rolls, not reflecting such exemption, shall have been made, and shall be obligated to pay PILOT Payments at all times thereafter until the Agency's exemption with respect to the project is no longer in effect on the tax rolls, and (ii)

after the Agency conveys title to, and/or terminates or assigns its leasehold interest in, the Facility Real Property to a non-exempt entity (including, without limitation, the Company), no further PILOT Payments shall be due. In addition, the last PILOT Payment made or payable prior to the conveyance date may be reduced to reflect the apportionment of Real Estate Taxes as of the date of conveyance or lease termination.

(b) Change in Tax Status. To the extent the Facility Real Property or any portion thereof is declared to be subject to taxation or assessment by a final judgment of a court of competent jurisdiction, an amendment to the Act, or other legislative or administrative change, the obligation of the Company to make PILOT Payments hereunder shall, to such extent only, be replaced by the obligation of the Company to pay Real Estate Taxes at the assessment and tax rates then in effect. To the extent that the foregoing declaration of non-exemption is given retroactive effect, any PILOT Payments previously made by the Company during such retroactive period shall be credited against Real Estate Taxes due for such period. Nothing herein contained shall prohibit the Company from contesting the validity or constitutionality of any such amendment, legislative or administrative change or judicial decision.

(c) Special Assessments. The parties hereto understand that the tax exemption extended to the Agency by Section 874 of the General Municipal Law and Section 412-a of the Real Property Tax Law may not entitle the Agency to exemption from Special Levies. The Company shall be obligated to pay any Special Levies with respect to which the Agency is not exempt, in addition to the PILOT Payments provided hereunder.

(d) Counsel Fees. The Company will pay in full the reasonable fees and expenses of the Municipalities, or any of their subdivisions, or the Agency's counsel, promptly upon receipt of the statement therefor, which are incurred after the date hereof and which fees and expenses arise in connection with the enforcement of this PILOT Agreement. If any claim is brought by a third party against the Agency and/or a Municipality with respect to any matter related to this PILOT Agreement, then unless such claim is due to the gross negligence or willful misconduct of the Agency or the Municipality, the Company shall defend and hold harmless the Agency and/or any Municipality against such claim with counsel reasonably acceptable to the Agency and/or any Municipality, as applicable.

(e) Establishment of Taxable Equivalent Assessment. The parties agree that, for each year commencing January 1, 2026, and continuing throughout the term of this PILOT Agreement, in order to enable the Agency to comply with its regulatory and reporting obligations under the law, the assessed value of the Facility Real Property shall be determined annually by the Assessor as if the Facility Real Property were privately owned and subject to no exemption from Real Estate Taxes (the "Taxable Equivalent Assessment"). The Town and the Company shall provide to the Agency annually in writing, not later than 30 days after the date upon which the Town mails real property tax bills to the owners of taxable property, notice of the Taxable Equivalent Assessment.

(f) Establishment of PILOT Payments. The parties agree that payments due under this PILOT Agreement shall be determined as follows:

(i) From the date of this PILOT Agreement and at all times prior to the Benefits Commencement Date (as defined below), the Company shall make payments in the amounts as if the Agency did not have a leasehold interest in the Facility Real Property.

(ii) Notwithstanding the Taxable Equivalent Assessment, as determined by the Assessor in accordance with Section 3.1(e) above, from and after January 1 (with respect to PILOT Payments for the benefit of the County, the Town and the Village, and the following July 1 (with respect to PILOT Payments for the benefit of the School District) of the first fiscal tax year following the earlier of: (i) the conversion of the Recognized Mortgage (as defined in the LADA) from construction financing to permanent financing, pursuant to Section 2.10 of the LADA, or (ii) the Construction Completion Date (as defined in the LADA), pursuant to Section 10.3(b) of the LADA (the "Benefits Commencement Date"), for a period of thirty (30) years, in each year the PILOT Payment shall be the fixed amount set forth in Schedule B hereto. The Company shall notify the Agency and the Town of the occurrence of the Benefits Commencement Date within ten (10) days of such date.

(iii) From and after December 31 (with respect to the County, Town and Village tax years) of the calendar year corresponding to PILOT Year 30 in Schedule B, and from and after the following July 1 (with respect to the School District tax year) of the next calendar year, in which PILOT benefits occur, the Company will be making PILOT Payments in the amounts as if the Agency did not have a leasehold interest on the tax lien date with respect to said tax years.

(iv) The Assessor may amend and correct the PILOT Payments set forth on Schedule B when and if:

(1) there is a revaluation or update of all real property in the Town required by State law, in which event the Facility Real Property shall be assessed at an amount no greater than the assessment of a property with a fair market value which would have resulted in the PILOT Payment set forth in the attached Schedule prior to such revaluation;

(2) the property has been altered by fire, demolition, destruction or similar catastrophe;

(3) there is a material upgrade of the existing quality and class of improvements upon the real property constituting the Facility Real Property in any one calendar year excluding routine costs, maintenance, updates, rehabilitation, retrofits or modernization of equipment, personalty and furnishings after Completion of Project Construction, other than increases in the square footage of the improvements on the Tax Lots which shall be addressed as provided in clause (4) below. In the event of a material improvement of the kind described in the preceding sentence, the PILOT Payment shall be increased by an amount equal to the product of the Town equalization rate as established by the State and then in effect and the amount expended for such material improvement.

(4) the amount of net usable space in the Facility shall have been increased after the Completion of Project Construction as a result of additional construction thereon, in which event the PILOT Payment may be increased to reflect such increase in net usable area (the "Addition") in an amount determined by calculating the gross per square foot assessment for the Facility prior to the Addition and multiplying that amount by the number of net leasable square feet in the Addition.

Any increase or decrease in the PILOT Payment made pursuant to the foregoing subparagraphs (1)-(4) of this Section 3.1(f) shall be added to or subtracted from the PILOT Payment for that PILOT year as set forth in Schedule B. Other than as provided in this Section 3.1(f), the PILOT Payments shall not otherwise be changed during the term of this PILOT Agreement.

(g) Except as otherwise expressly agreed by the County, the Town, the Village and the School District, the portion of the PILOT Payments allocable to each of the County, the Town, the Village and the School District shall be the same portions allocable to each Municipality of the Real Estate Taxes that would be levied against the Project if it were owned by the Company.

Section 3.2. Payment in Lieu of Taxes.

(a) Agreement to Make Payments. The Company agrees to make PILOT Payments for the Project during the term of this PILOT Agreement in amounts equivalent to the amount of Real Estate Taxes that would have been charged against the Project if said Project was not tax exempt and PILOT Payments were not determined as set forth in Section 3.1(f) of this PILOT Agreement. The Company further agrees that said PILOT Payments shall be paid in the same proportion to the individual Municipalities as Real Estate Taxes would be paid if the Facility Real Property were not tax exempt. Payments due hereunder shall be paid by the Company to the Town, by check made payable to "Budget Officer." Upon receipt of such check by the Town, the Town shall promptly disburse to the other Municipalities their respective portions of the PILOT Payments as determined by this Section 3.2. The Company shall forward notice to the Agency of the payments made hereunder. The Company acknowledges and agrees that the obligation to make PILOT Payments under this PILOT Agreement is self-executing and absolute and not dependent upon any action or procedure of any other party, including the preparation or transmittal of invoices or bills. The Company shall have an affirmative obligation to secure such invoices or bills that may be necessary to make PILOT Payments under this PILOT Agreement. The time of such payments shall be subject to the provisions of Section 3.2(c). The obligation to make PILOT Payments due under and during the term of this PILOT Agreement shall remain until such payments are made, regardless of any statute of limitations. Any PILOT Payments due under this PILOT Agreement remaining unpaid at the termination of this PILOT Agreement shall remain a continuing obligation of the Company and the obligation to pay such payments shall survive this PILOT Agreement. Should the Town fail to receive such check/payment from the Company, the Town shall not be obligated to make a payment, from its own funds, of what would have been the other Municipalities respective portions of the PILOT Payments.

(b) Security for Payments in Lieu of Taxes. At the time of the execution and delivery of this PILOT Agreement and the granting of a leasehold interest in the Project to the Agency, the Company and the Agency shall grant a mortgage (the "PILOT Mortgage") to the Town in order to secure the obligations of the Company under this PILOT Agreement. The PILOT Mortgage shall at all times be subject and subordinate in lien of the Permitted Mortgage(s); provided, however, said subordination shall be expressly conditioned upon the payments due under this PILOT Agreement having senior priority right of payment over any amounts payable under any presently existing or future Permitted Mortgages. The Company hereby covenants and agrees that it will forever warrant and defend the same to the Town, and will forever warrant and defend the validity and priority of the lien of the PILOT Mortgage against the claims of all persons and parties whosoever other than any governmental or quasi-governmental body, agency or other instrumentality which would be entitled to priority over any lien or claim for Real Estate Taxes assertable by the Agency or the Town in the absence of a PILOT Agreement.

(c) Time of Payments. The Company agrees to pay to the Town, on or before each April 30 for the term of this PILOT Agreement and beginning as of January 1, 2026, the applicable amounts due hereunder on such date. Tax payments for the 2024 and 2025 Town, County and Village tax years and the 2024-2025, and 2025-2026 School District tax years will be made in the ordinary course. For the avoidance of doubt, the Company shall pay the second half of the School District taxes that are due and owing for the 2025-2026 School District tax year on or before January 31, 2026, as if this PILOT Agreement were not in effect. On or before April 30, 2026, the Company shall make a single PILOT Payment for the 2026 Town, County and Village tax year, and the 2026-2027 School District tax year, in accordance with this PILOT Agreement. The amount of the PILOT Payments shall be determined as provided for pursuant to Section 3.1(f) of this PILOT Agreement. Without limiting the Company's obligation set forth in Section 3.2(a), the Town will send bills for the PILOT Payments to the Company at least thirty (30) days prior to such due dates. Bills regarding the PILOT Payments shall be submitted directly to the Company in such form annexed hereto, or if no form is annexed hereto, in such form as the taxing authority(ies) shall reasonably determine. The Town shall forward copies of the bills submitted to the Company to the Agency and to the attention of the Commissioner of Finance, at the Finance Department, County of Westchester, 148 Martine Avenue, Room 720, White Plains, New York 10601.

(d) Method of Payment. All payments by the Company hereunder shall be paid by check or any other payment method as the Town and the Company shall agree to, payable to the order of the Town in then lawful money of the United States of America. A copy of such check or other evidence of payment shall be given to the Agency as notice of the Company's compliance with the payment provisions of this PILOT Agreement.

(e) Interest and Penalties. If the Company shall fail to make any PILOT Payment required by this PILOT Agreement when due, its obligation to make the payment so in default shall continue as an obligation of the Company until such payment that is in default shall have been made in full, and the Company shall pay the same together with the applicable late payment penalty, as prescribed by subparagraph "(5)" of Section 874 of the Act, on the amount due, at the time the PILOT Payment is paid. For each month, or part thereof, that the PILOT Payment is delinquent beyond the first month, interest shall accrue to and be paid by the Company on the

total amount due plus the late payment penalty, at the applicable rate prescribed by said provision of the Act, until such payment is made.

(f) Conveyance by the Agency and Termination of the Exemption. Notwithstanding anything to the contrary set forth in Section 3.1(a) above, in the event that the property shall be conveyed by the Agency to the Company (or to an entity designated by the Company) during the term of this PILOT Agreement, either at the request of the Company or as a consequence of a default by the Company under this PILOT Agreement or under one or more of the other Project Documents, then except as otherwise expressly agreed in writing by the Agency (which agreement may, at the sole discretion of the Agency, be conditioned upon the consent of the Municipalities), the obligations of the Company under this PILOT Agreement (including, without limitation, Section 3.2(a) hereof) shall continue for the entire term of this PILOT Agreement; provided, however, that the PILOT Payments due in any year shall be reduced (but not below zero) by the amount of Real Estate Taxes payable in respect of the Facility Real Property for such year.

Section 3.3. Obligations of Agency.

The Agency shall forward to the Company a copy of any bill for PILOT Payments or Real Estate Taxes received from the Municipalities, (other than bills for which the Company is already an addressee).

(a) Requirement that any Conveyance or Project Agreements Require Payment in Lieu of Taxes. So long as the Project shall be entitled to the exemption from Real Estate Taxes contemplated by Section 3.1(a) hereof, the Agency agrees, to the extent permitted by law, that it shall not convey or assign the Project to any person or entity which is not exempt from the payment of Real Estate Taxes, except as otherwise expressly permitted hereunder, or make any other agreement regarding real property taxes and/or the Project which would cause or require the payment of Real Estate Taxes or PILOT Payments to be paid to the Town in excess of the amounts set forth in Article III hereof.

(b) Requirement that Mortgages Be Subordinate to Payments. The Agency and the Company agree that the lien of each and every Mortgage on the Project (and all advances made from time to time) given by either of them shall be specifically subordinate to the lien of the PILOT Mortgage unless otherwise agreed by the Agency.

Section 3.4. [Reserved].

Section 3.5. Assignability by the Company.

Notwithstanding anything herein to the contrary, the parties agree that if there is or has been a permitted transfer, in accordance with the Project Agreement of all or part of any of the Company's right, title and interest in and to the Project and an assignment of all or part of the Company's rights in the Project Agreement to a transferee in accordance with the Project Agreement, and if the transferee has given a Substitution Notice (as herein defined) and if no Event of Default set forth in Section 5.1 hereof has occurred and is continuing (unless such

transferee has commenced curing such Event of Default as provided herein), then at such transferee's option, the transferee shall be deemed automatically, and without the need for any further document or instrument, to succeed to the rights of, and be bound by the obligations imposed upon, the Company hereunder with respect to the portion or portions of the Project so transferred, with the same force and effect as if the transferee, and not the Company, had been an original party to this PILOT Agreement. Nevertheless, the Agency agrees to execute and deliver such amendments hereto as may be reasonably requested by the transferee and/or the Company to evidence such succession. For purposes of this Section 3.5, the term "Substitution Notice" shall mean a written notice given by a transferee, in accordance with Section 6.6 hereof, stating that the transferee is a transferee under the Project Agreement, and has agreed to accept the other obligations thereafter imposed on the Company hereunder, subject, in each case, to the limitations on recourse set forth in Article IV hereof.

Without limiting the generality of the foregoing, nothing in this PILOT Agreement shall restrict in any way any transfer of all or part of the Company's right, title and interest in and to the Project in compliance with Section 2.11 of the Project Agreement..

Section 3.6. Review of Assessments.

As long as this PILOT Agreement is in effect, the Agency and the Company agree that (i) the Agency shall be deemed to be the lessee of the Project subject to the Project Agreement; (ii) the Agency hereby irrevocably appoints the Company as its agent and attorney-in-fact for the purpose of instituting judicial review of any assessment of the real estate with respect to the Project, including, without limitation, the Taxable Equivalent Assessment, pursuant to this PILOT Agreement and the provisions of Article 7 of the RPTL or any other applicable law as the same may be amended from time to time during the term of this PILOT Agreement, such appointment being coupled with an interest; and (iii) the Company shall have sole authority and power to file grievances and protests, protesting any assessment of the Project. In order to undertake the foregoing, the Agency shall provide any written authorization and/or execute any documents required by statute or the applicable taxing authority or reasonably requested by the Company, so long as not prohibited by applicable law.

The Company shall have the right to contest only (i) any Taxable Equivalent Assessment, or (ii) to the extent permitted by Section 3.1(f)(ii) above, any change in the PILOT Payments, or the failure to change same, in a proceeding under Article 7 of the RPTL or any other applicable law as the same may be amended from time to time during the term of this PILOT Agreement. During the pendency of any such assessment contest, the Company shall, and as a condition of instituting such contest, pay and be current regarding all PILOT Payments or Real Estate Taxes assessed or billed against the Facility Real Property.

Upon receipt from the Municipalities of a change in the assessment of any parcel subject to this PILOT Agreement (including, without limitation, the Taxable Equivalent Assessment) pursuant to the applicable portions of the RPTL and this PILOT Agreement, the Agency shall provide a copy thereof to the Company, in the same manner and at the same time as if the Company was a taxpayer (or within fifteen calendar days thereof). Notwithstanding the foregoing, if the assessment of any real property subject to this PILOT Agreement is reduced as

a result of any such grievance, protest or judicial review so that the Company would be entitled to receive a refund or refunds of taxes paid if the Project were not exempt, such reduction shall not result in any change or modification of the PILOT Payments due pursuant to Section 3.2(a) of this PILOT Agreement, and same shall not be recalculated based upon the assessment resulting from such grievance, protest or judicial review, except as expressly set forth in this PILOT Agreement.

ARTICLE IV

LIMITED OBLIGATION OF THE PARTIES

Section 4.1. No Recourse; Limited Obligation of the Agency.

(a) No Recourse. All covenants, stipulations, promises, agreements and obligations of the Agency contained in this PILOT Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Agency and not of any member, officer, agent, servant or employee of the Agency in his or her individual capacity, and no recourse under or upon any obligation, covenant or agreement contained in this PILOT Agreement, or otherwise based or in respect of this PILOT Agreement, or for any claim based thereon or otherwise in respect thereof, shall be had against any past, present or future member, officer, agent, servant or employee, as such, of the Agency, the County the Town, the Village, the School District, the County or any successor public benefit corporation or political subdivision. It is expressly understood that this PILOT Agreement is a corporate obligation, and that no such personal liability whatever shall attach to, or is or shall be incurred by, any such member, officer, agent, servant or employee of the Agency or of any successor public benefit corporation or political subdivision or any person so executing this PILOT Agreement under or by reason of the obligations, covenants or agreements contained in this PILOT Agreement or implied therefrom. Any and all such personal liability of, and any and all such rights and claims against, every such member, officer, agent, servant or employee under or by reason of the obligations, covenants or agreements contained in this PILOT Agreement or implied therefrom are, to the extent permitted by law, expressly waived and released as a condition of, and as a consideration for, the execution of this PILOT Agreement.

(b) Limited Obligation. The obligations and agreements of the Agency contained herein shall not constitute or give rise to an obligation of the State or the County, and neither the State nor the County shall be liable thereon. Furthermore, such obligations and agreements shall not constitute or give rise to a general obligation of the Agency, but rather shall constitute limited obligations of the Agency payable solely from the revenues of the Agency derived and to be derived from this PILOT Agreement, the Project Agreement, the Project generally, or sale or other disposition of the Project.

(c) Further Limitation. Notwithstanding any provision of this PILOT Agreement to the contrary, (i) the Agency shall not be obligated to take any action for the benefit of the Company pursuant to any provision hereof unless the Agency shall have been requested to do so in writing by the Company and (ii) if compliance with such request is reasonably expected to result in the incurrence by the Agency (or any of its members, officers, agents, servants or

employees) of any liability, fees, expenses or other costs, the Agency shall have received from the Company security or indemnity satisfactory to the Agency for protection against all such liability, and for reimbursement of all such fees, expenses and other costs. Nothing in this paragraph shall be construed as requiring the Agency (or the Town, Village, School District or County) to receive any such written request or indemnity as a precondition to the exercise by the Agency (or the Town, Village, School District or County) of its rights hereunder.

Section 4.2. No Recourse; Limited Obligation of the Company.

(a) No Recourse. All covenants, stipulations, promises, agreements and obligations of the Company contained in this PILOT Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Company and not of any partner, member, officer, agent, servant or employee of the Company in his or its individual capacity, and no recourse under or upon any obligation, covenant or agreement contained in this PILOT Agreement, or otherwise based or in respect of thereof, shall be had against any past, present or future partner, member, officer, agent, servant or employee, as such, of the Company or any successor thereto or any person executing this PILOT Agreement on behalf of the Company or any partner in the Company, either directly or through the Company or any successor thereto or any person so executing this PILOT Agreement. It is expressly understood that this PILOT Agreement is an obligation of the Company, and that no such personal liability whatever shall attach to, or is or shall be incurred by, any such partner, member, officer, agent, servant or employee of the Company or any partner in the Company or of any successor thereto or any person so executing this PILOT Agreement under or by reason of the obligations, covenants or agreements contained in this PILOT Agreement or implied therefrom. Any and all such personal liability of, and any and all such rights and claims against, every such partner, member, officer, agent, servant or employee under or by reason of the obligations, covenants or agreements contained in this PILOT Agreement or implied therefrom are, to the extent permitted by law, expressly waived and released as a condition of, and as a consideration for, the execution of this PILOT Agreement.

(b) Limited Obligation. The obligations and agreements of the Company contained herein shall not constitute or give rise to an obligation of any partner, member, director, officer or employee in the Company, and no such partner, member, director, officer or employee, shall be liable therein.

ARTICLE V

EVENTS OF DEFAULT

Section 5.1. Events of Default.

The terms "Event of Default" or "Default" shall mean, whenever they are used in this PILOT Agreement, any failure of the Company to pay any amount due and payable by it pursuant to this PILOT Agreement within ten (10) days after its receipt of notice from the Town, or the Agency, that such amount is due and has not been paid (provided due notice of such amounts owing shall have been given as provided in Section 3.2(c), above), it being understood

that an "Event of Default" shall not have occurred hereunder until such time as the applicable notice and cure periods to the Permitted Mortgagee and Investor Member under Section 5.2 shall have expired.

Section 5.2. Permitted Mortgagee and Investor Member Right to Cure.

Notwithstanding anything to the contrary in this PILOT Agreement, in the case of an Event of Default, if the Agency or Town serves a notice of default upon the Company, the Agency or Town shall serve a copy of such notice upon the Permitted Mortgagee and/or Investor Member. In the case of an Event of Default by the Company under this PILOT Agreement, Permitted Mortgagee and/or Investor Member shall have thirty (30) days for a monetary default and sixty (60) days in the case of any non-monetary default, after notice to Permitted Mortgagee and/or Investor Member of such default, to cure or cause to be cured the default complained of (and the Agency shall accept such performance by or at the instigation of such Permitted Mortgagee and/or Investor Member as if the same had been done by the Company), provided that if said non-monetary default can be cured with due diligence, but not within such sixty (60) day period, said time period shall be extended as long as Permitted Mortgagee and/or Investor Member continues to exercise due diligence to cure said non-monetary default, but in no event shall such extension exceed ninety (90) days. Failure by the Agency to notify the Permitted Mortgagee and/or Investor Member shall in no event be a waiver of the Agency's rights and/or remedies pursuant to the Project Documents nor shall it subject the Agency to any liability whatsoever.

Section 5.3. Remedies on the Company's Default.

Whenever any Event of Default under Section 5.1 shall have occurred and be continuing with respect to this PILOT Agreement, remedies of the Agency shall be limited to the rights hereunder and under the PILOT Mortgage, and the right to convey the Project to the Company as set forth in Section 5.4.

Section 5.4. Remedies of the Agency; Recording of Termination Instrument and Other Documents.

Whenever:

- (i) any Event of Default under Section 5.1 shall have occurred and be continuing with respect to this PILOT Agreement,
- (ii) the Agency's right to payment under this PILOT Agreement or under PILOT Mortgage shall not be a first right of payment, other than with respect to any governmental or quasi-governmental body, agency or other instrumentality which would be entitled to priority over any lien for Real Estate Taxes assertable by the Agency or the Municipalities in the absence of a PILOT Agreement, or
- (iii) the Agency conveys the Project to the Company pursuant to this PILOT Agreement or the Project Agreement,

the Agency may, upon ten (10) days notice to the Company, record an assignment of lease, or termination of lease (each a "Termination Instrument") and any other necessary documents in the appropriate County Clerk's office conveying the Agency's leasehold interest in the Facility Real Property and the Project to the Company or its successor or assign and declare any and all amounts due and owing to the Agency hereunder immediately payable.

The recording of such Termination Instrument shall constitute delivery to the Company of title to, or surrender and termination of the Agency's leasehold interest in, the Project. In order to facilitate such transfer of title or surrender of the Agency's leasehold interest, the Company hereby irrevocably appoints severally, the Chairperson or Executive Director of the Agency (or his or her designee) as its agent, such appointment being coupled with an interest, who is authorized to execute and deliver all documents necessary to allow the transfer of fee or leasehold title to the Project from the Agency to the Company, including, without limitation, transfer tax returns.

Section 5.5. Payment of Attorneys' Fees and Expenses.

If the Company should default in performing any of its obligations, covenants and agreements under this PILOT Agreement, and the Agency or any Municipality should employ attorneys or incur other expenses for the collection of any amounts payable hereunder or for the enforcement of performance or observance of any obligation or agreement on the part of the Company herein, the Company agrees that it will, on demand therefor, pay to the Agency, or the Town, the Village, School District or County as the case may be, the reasonable fees and disbursements of such attorneys and such other reasonable expenses so incurred in connection with the exercise of the remedies provided for herein.

Section 5.6. Remedies; Waiver and Notice.

(a) Remedy Exclusive. Notwithstanding anything herein to the contrary, the remedies available to the Agency as a result of an Event of Default hereunder are limited to those set forth in Sections 5.3 and 5.4 hereof, and the Agency hereby waives every other remedy now or hereafter existing at law or in equity or by statute in connection with any Event of Default.

(b) Delay. No delay or omission in exercising any right or power accruing upon the occurrence of any Event of Default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

(c) Notice Not Required. In order to entitle the Agency or the Town, the Village, School District or County to exercise any remedy reserved to it in this PILOT Agreement, it shall not be necessary to give any notice, other than such notice as may be expressly required in this PILOT Agreement.

(d) No Waiver. In the event any provision contained in this PILOT Agreement should be breached by any party and thereafter duly waived by the other party so empowered to

act, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder. No waiver, amendment, release or modification of this PILOT Agreement shall be established by conduct, custom or course of dealing.

ARTICLE VI

MISCELLANEOUS

Section 6.1. Term of Agreement.

The date of this PILOT Agreement shall be for reference purposes only and shall not be construed to imply that this PILOT Agreement became effective on the date hereof. This PILOT Agreement shall continue until the first date on which all monetary and non-monetary obligations hereunder have been fully satisfied and the PILOT Payments fully paid after the date on which title (including leasehold title theretofore held by the Agency) to the Project is transferred to the Company or any other non-exempt person or entity.

Section 6.2. [Reserved].

Section 6.3. Company Acts.

Where the Company is required to do or accomplish any act or thing hereunder, the Company may cause the same to be done or accomplished by others with the same force and effect as if done or accomplished by the Company.

Section 6.4. Amendment of Agreement.

(a) Subject to Section 6.4(b) below, this PILOT Agreement may not be amended, changed, modified, altered or terminated, unless such amendment, change, modification, alteration or termination is in writing and signed by the Agency and the Company, and further, if such amendment, change, modification or alteration materially changes the terms and conditions of this PILOT Agreement, then, and only in such instances, shall execution by the Municipalities and their successors and assigns, if any, be also required.

(b) No amendment, modification, termination or waiver or any provision of this PILOT Agreement or the PILOT Mortgage or any consent to any departure therefrom may be made which materially and adversely affects the Town, Village, School District or County without the prior written consent of the adversely affected Municipality. The Company shall promptly provide the Town, Village, School District or County with copies of all such proposed amendments, modifications, terminations and waivers and a copy of same as adopted or agreed upon.

Section 6.5. Agreement to Run with the Land.

This PILOT Agreement shall run with the land, both as respects benefits and burdens created herein, and shall be binding upon and inure to the benefit of the successors and assigns of the respective parties.

Section 6.6. Notices.

All notices, certificates or other communications hereunder shall be sufficient if sent (a) by certified United States mail, postage prepaid, (b) by a nationally recognized overnight delivery service, charges prepaid, or (c) by hand delivery, addressed, as follows:

If to the Agency: County of Westchester Industrial Development Agency
148 Martine Avenue
White Plains, New York 10601
Attn: Chairperson

With a copy to: Harris Beach PLLC
445 Hamilton Avenue, Suite 1206
White Plains, New York 10601
Attn: Andrew D. Komaromi, Esq.

And to: Oxman Law Group, PLLC
120 Bloomingdale Road, Suite 100
White Plains, New York 10605
Attn: John W. Buckley, Esq.

If to the Company: WB 30 Water Street, LLC
480 Bedford Road
Chappaqua, New York 10514
Attn:

With a copy to: Cuddy & Feder LLP
445 Hamilton Avenue, 14th Floor
White Plains, New York 10601
Attn: Kenneth F. Jurist, Esq.

And to: Delbello Donnellan Weingarten Wise & Wiederkehr, LLP
1 North Lexington Avenue
White Plains, New York 10601
Attn: Mark P. Weingarten, Esq.

If to the County:	Commissioner of Finance Westchester County 148 Martine Avenue - Room 720 White Plains, New York 10601
With a copy to:	County Attorney Westchester County 148 Martine Avenue White Plains, New York 10601
If to the Town:	Town of Ossining 16 Croton Avenue, 3 rd Floor Ossining, New York 10562 Attn: Budget Officer
And to:	Silverberg Zalantis LLC 120 White Plains Road Tarrytown, New York 10591 Attn: Christie Tamm Addona
If to the Village:	Village of Ossining 16 Croton Avenue Ossining, New York 10562 Attn: Corporation Counsel
If to the School District:	Ossining Union Free School District 400 Executive Boulevard Ossining, New York 10562 Attn: Superintendent of Schools
If to Webster Bank:	Webster Bank, National Association One Jericho Plaza, 3rd Floor Wing A Jericho, New York 11753 Attention: Commercial Loan Department
With a copy to:	Windels Marx Lane & Mittendorf, LLP 156 West 56th Street New York, New York 10019 Attention: Michele Arbceny, Esq

If to the Investor
Member: RJ MT WB 30 Water Street L.L.C.
c/o Raymond James Affordable Housing Investments, Inc.
880 Carillon Parkway
St. Petersburg, Florida 33716
Email Address: Steve.Kropf@RaymondJames.com
Attention: Steven J. Kropf, President

With a copy to: Dawna J. Steelman
Klein Hornig LLP
1325 G Street NW, Suite 770
Washington, DC 20005
Email Address: dsteelman@kleinhornig.com

If to HFA: New York State Housing Finance Agency
641 Lexington Avenue
New York, New York 10022
Attention: Senior Vice President and Counsel

With a copy to: New York State Housing Finance Agency
641 Lexington Avenue
New York, New York 10022
Attention: Senior Vice President, Asset Management

And to: Arentfox Shiff LLP
1301 Avenue of the Americas, 42nd Fl.
New York, New York 10019
Attention: Anne-Carmene Almonord, Esq.

Failure of the Agency to provide notice to the Permitted Mortgagee and/or the Investor Member shall not subject the Agency to any liability whatsoever.

The Agency, the Company, the Town, Village, School District, the County, the Permitted Mortgagee(s) and the Investor Member may, by like notice, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Any notice, certificate or other communication hereunder shall, except as may expressly be provided herein, be deemed to have been delivered or given (i) three (3) Business Days following posting if transmitted by mail, (ii) one (1) Business Day following sending if transmitted by a nationally recognized overnight delivery service, or (iii) upon delivery if given by hand delivery, with refusal by the intended recipient party to accept delivery of a notice given as prescribed above to constitute delivery hereunder. Notices may also be given in compliance with this PILOT Agreement by telecopy, provided that the recipient party consents to the use of telecopy transmissions for giving of notices hereunder and receipt of any such telecopy transmission is confirmed by the transmitting party.

Section 6.7. Binding Effect.

This PILOT Agreement shall inure to the benefit of the Agency, the Municipalities, and the Company, and shall be binding upon the Agency and the Company, and their respective successors and assigns.

Section 6.8. Severability.

If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this PILOT Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this PILOT Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.

Section 6.9. Counterparts.

This PILOT Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6.10. Applicable Law.

This PILOT Agreement shall be governed by and construed in accordance with the laws of the State.

Section 6.11. Recording.

The PILOT Mortgage shall be filed by the Company, as agent for the Agency, in the Office of the Westchester County Clerk, Division of Land Records of the County of Westchester pertaining to the real property described in Schedule "A" hereto. In addition, the Company shall cause all filings to be made under Section 412-a (2) of the RPTL and Section 858(15) of the Act.

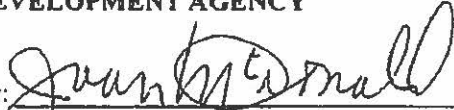
Section 6.12. Town, Village, School District, County as Third-Party Beneficiaries.

The Town, the Village, the School District, and the County shall be third party beneficiaries of all of the obligations of the Company and of the rights and obligations of the Agency hereunder and the Town, the Village, the School District, and the County shall have the right to enforce their respective rights and remedies in their own names and without consent of the Agency. For purposes of the foregoing sentence, and without limitation, "obligations" shall include all covenants, representations and warranties of the respective parties. The Agency shall not be authorized to waive, modify or forgive any of the Company's obligations to the Municipalities hereunder in any material respect, and any such acts by the Agency, without the prior written consent of the Town, the Village, the School District and the County, shall not in any way affect the Town's, the Village's, the School District's and the County's rights hereunder.

[Signature page to Payment in Lieu of Taxes Agreement]

IN WITNESS WHEREOF, the Agency and the Company have caused this PILOT Agreement to be executed in their respective names as of the date first written above.

**COUNTY OF WESTCHESTER INDUSTRIAL
DEVELOPMENT AGENCY**

By: 
Name: Joan McDonald
Title: Chairperson

WB 30 WATER STREET, LLC
a New York limited liability company

By: WB 30 MANAGER LLC,
a New York limited liability company,
its managing member

By: _____
Name: William G. Balter
Title: Authorized Signatory

ACKNOWLEDGED BY:

TOWN OF OSSINING

By: _____
Name: _____
Title: _____

[Signature page to Payment in Lieu of Taxes Agreement]


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By:  _____
Name: William G. Balter
Title: Authorized Signatory

ACKNOWLEDGED BY:

TOWN OF OSSINING

By: _____
Name:
Title:

[Signature page to Payment in Lieu of Taxes Agreement]

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**COUNTY OF WESTCHESTER INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____
Name: Joan McDonald
Title: Chairperson

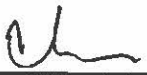
WB 30 WATER STREET, LLC
a New York limited liability company

By: WB 30 MANAGER LLC,
a New York limited liability company,
its managing member

By: _____
Name: William G. Balter
Title: Authorized Signatory

ACKNOWLEDGED BY:


TOWN OF OSSINING

By:  _____
Name: Elizabeth Feldman
Title: Supervisor

[Acknowledgments Page to Payment in Lieu of Taxes Agreement]

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

On the 15th day of October in the year 2024, before me, the undersigned, personally appeared **Joan McDonald**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

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

ROSA C RAMON
Notary Public, State of New York
No. 01RA6343316
Qualified in Westchester County
Commission Expires June 6, 2028

On the ____ day of October in the year 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared **William G. Balter**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

[Acknowledgments Page to Payment in Lieu of Taxes Agreement]

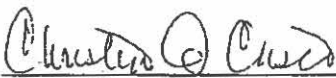
STATE OF NEW YORK)
) SS.:
COUNTY OF WESTCHESTER)

On the ____ day of October in the year 2024, before me, the undersigned, personally appeared **Joan McDonald**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On the 15th day of October in the year 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared **William G. Balter**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

Christine A. Crisci
Notary Public, State of New York
LIC # 01CR6365109
Qualified in Westchester County
Comm. Exp. September 25, 2025

SCHEDULE A

REAL PROPERTY DESCRIPTION

The premises known Residential Unit, Residential Garage Unit, Village Garage Unit and Retail Unit, (the "Units") in the Condominium Declaration and any amendments thereto (collectively, the "Declaration") establishing the Station Plaza Condominium (the "Condominium" or the "Property"), made by the sponsor under the Condominium Act of the State of New York (Article 9-B of the Real Property Law of the State of New York), dated October 24, 2024, and to be recorded in the Office of the Westchester County Clerk, Division of Land Records, New York, and designated as proposed Section 89.19, Block 6 Lots 30..0001, 30..0002, 30..0003, and 30..0004 on the tax map of the Village of Ossining, Town of Ossining, and on the floor plans of the building, dated September 16, 2024, certified by Beyer, Blinder, Belle, Architects & Planners, LLP and to be filed in the said Clerk's Office. (the "Floor Plans").

TOGETHER with an undivided 100 % interest in the common elements, allocated as follows: 67% interest in Residential Unit, 23% interest in Residential Garage Unit, 8% interest in Village Garage Unit and 2% interest in Retail Unit)

The land upon which the condominium unit insured herein lies is more particularly bounded and described as follows:

ALL that certain plot, piece or parcel of land, situate, lying and being in the Village of Ossining, Town of Ossining, County of Westchester and State of New York, known and designated as Lot 1 on a certain map entitled "Final Subdivision Plat known as Station Plaza", prepared by Insite Engineering, Surveying & Landscape Architecture, P.C., dated July 31, 2024 and filed in the Office of the Westchester County Clerk, Division of Land Records, on 9/18/2024 as Filed Map No. 29814, being more particularly bounded and described a follows:

BEGINNING at a point on the southerly line of Central Avenue, said point being at the easterly end of a curve having a radius of 50 feet, a central angle of 54 degrees 25 minutes 30 seconds and an arc length of 47.49 feet, connecting the southerly line of Central Avenue and the easterly line of Water Street;

THENCE from said point along the southerly line of Central Avenue the following courses and distances:

North 57 degrees 28 minutes 07 seconds East 177.31 feet,
North 60 degrees 19 minutes 27 seconds East 91.71 feet and
North 59 degrees 14 minutes 47 seconds East 36.70 feet to the division line between Lot 1 and Lot 2 on said map;

THENCE along said division line, South 30 degrees 45 minutes 13 seconds East 32.85 feet and South 44 degrees 31 minutes 52 seconds East 115.84 feet to a point on the northerly line of lands now or formerly belonging to Ovo Property Group, LLC;

THENCE along said line the following Four (4) courses and distances:

South 26 degrees 33 minutes 57 seconds West 77.25 feet,
South 03 degrees 55 minutes 57 seconds West 27.10 feet,
South 07 degrees 58 minutes 53 seconds East 22.50 feet and
South 27 degrees 34 minutes 53 seconds East 25.50 feet to a point on the northerly line of Main Street;

THENCE along the northerly line of Main Street the following Five (5) courses and distances:
South 62 degrees 22 minutes 57 seconds West 69.38 feet,
South 60 degrees 04 minutes 17 seconds West 46.85 feet,
South 56 degrees 50 minutes 27 seconds West 84.75 feet,
South 51 degrees 41 minutes 57 seconds West 34.71 feet and
South 45 degrees 10 minutes 37 seconds West 43.64 feet to the northerly line of lands now or formerly belonging to Victor & Jacqueline Calderon;

THENCE along said line, North 67 degrees 02 minutes 03 seconds West 82.25 feet to a point on the easterly side of Water Street;

THENCE along the easterly side of Water Street the following Five (5) courses and distances:
North 05 degrees 49 minutes 43 seconds West 73.06 feet,
North 28 degrees 14 minutes 23 seconds West 103.47 feet,
North 59 degrees 05 minutes 07 seconds East 8.35 feet and
North 31 degrees 35 minutes 53 seconds West 7.92 feet to a non-tangent curve;

THENCE continuing along Water Street and along said curve to the right having a radius of 50.00 feet, an arc length of 47.49 feet and a radial bearing to its center of South 86 degrees 57 minutes and 34 seconds East to the Southerly side of Central Avenue and the point or place of BEGINNING.

[End of Schedule A]

SCHEDULE B

DETERMINATION OF PILOT PAYMENTS

The Company will make PILOT Payments for the Project during the term of this PILOT Agreement in amounts equivalent to the amounts set forth below.

PILOT YEAR	PILOT PAYMENTS
Year 1	228,900
Year 2	235,767
Year 3	242,840
Year 4	250,125
Year 5	257,629
Year 6	265,358
Year 7	273,319
Year 8	281,518
Year 9	289,964
Year 10	298,663
Year 11	307,622
Year 12	316,851
Year 13	326,357
Year 14	336,147
Year 15	346,232
Year 16	356,619
Year 17	367,317
Year 18	378,337
Year 19	389,687

Year 20	401,378
Year 21	413,419
Year 22	425,821
Year 23	438,596
Year 24	451,754
Year 25	465,307
Year 26	479,266
Year 27	493,644
Year 28	508,453
Year 29	523,707
Year 30	539,418

The time of such payments shall be subject to the provisions of Section 3.2(c) of this PILOT Agreement.

October 14, 2024

HARRIS BEACH PLLC
ATTORNEYS AT LAW

445 HAMILTON AVENUE, SUITE 1206
WHITE PLAINS, NY 10601
(914) 683-1200

ADRIANA M. BARANELLO
ATTORNEY
DIRECT: 914.298.3023
FAX: 914.683.1210
ABARANELLO@HARRISBEACH.COM

AMENDED AND RESTATED TAX AGREEMENT

VIA FEDERAL EXPRESS #2806-1764-7466

Ms. Lynette Thomas-Braggs, Assessor
Assessment Department
Yonkers City Hall
40 South Broadway, Room 100
Yonkers, New York 10701

Re: Agency: City of Yonkers Industrial Development Agency
Company/Occupant: 155 Elliot LLC
Document: Amended and Restated Tax Agreement and Amended NYS Form
RP-412-a, "Application for Real Property Tax Exemption"
Premises: 155 Elliott Avenue (a/k/a 155 and 157 Elliott Avenue)
S/B/L: 1-127-40 (a/k/a Lots 44 and 82)

Dear Ms. Thomas-Braggs:

On behalf of the City of Yonkers Industrial Development Agency, I have enclosed for you, as the Assessor of the jurisdiction within which the above-referenced Premises is located, and prior to the October 15, 2024 tax status date, a completed and signed original amended "Application for Real Property Tax Exemption" on NYS Form RP-412-a with a copy of the underlying executed Amended and Restated Tax Agreement.

The Amended and Restated Tax Agreement amends and restates the original Tax Agreement, dated October 12, 2023 previously filed in your office.

Should you have questions, please contact me at (914) 298-3023. Thank you.

Very truly yours,



Adriana M. Baranello

Enclosures

- Amended NYS RP-412-a Form (signed original)
- Amended and Restated Tax Agreement (signed copy)

cc: Affected Tax Jurisdictions on Schedule A

Schedule A

Via Certified Mail

9489-0090-0027-6674-8741-27

The Honorable George Latimer
Westchester County Executive
148 Martine Avenue, 9th Floor
White Plains, New York 10601

Via Certified Mail

9489-0090-0027-6674-8741-41

County Attorney
Westchester County Attorney's Office
Contracts and Real Estate Bureau
148 Martine Avenue, 6th Floor
White Plains, New York 10601

Via Certified Mail

9489-0090-0027-6674-8741-65

Westchester County Tax Commission
Attn: Executive Director
110 Dr. Martin Luther King Jr. Blvd.
Room L-222
White Plains, New York 10601

Via Certified Mail

9489-0090-0027-6674-8741-89

Yonkers Corporation Counsel
Yonkers City Hall
40 South Broadway #300
Yonkers, New York 10701

Via Certified Mail

9489-0090-0027-6674-8741-34 ✓

The Hon. Vedat Gashi, Chairman
Westchester County Board of Legislators
800 Michaelian Office Building
148 Martine Avenue, 8th Floor
White Plains, New York 10601

Via Certified Mail

9489-0090-0027-6674-8741-58

Westchester County Department of Finance
Attn: Commissioner of Finance
148 Martine Avenue, Suite 720
White Plains, New York 10601

Via Certified Mail

9489-0090-0027-6674-8741-72

The Honorable Michael Spano
Mayor of the City of Yonkers
Yonkers City Hall
40 South Broadway, Room 200
Yonkers, New York 10701

Via Certified Mail

9489-0090-0027-6674-8741-96

Assessment Department
Yonkers City Hall
40 South Broadway, Room 100
Yonkers, New York 10701
Attn: Assistant Assessor



**NYS DEPARTMENT OF TAXATION & FINANCE
OFFICE OF REAL PROPERTY TAX SERVICES**

AMENDED

RP-412-a (1/95)

**INDUSTRIAL DEVELOPMENT AGENCIES
APPLICATION FOR REAL PROPERTY TAX EXEMPTION**
(Real Property Tax Law, Section 412-a and General Municipal Law, Section 874)

1. INDUSTRIAL DEVELOPMENT AGENCY (IDA)

Name City of Yonkers Industrial Development Agency
Street 470 Nepperhan Ave., Suite 200
City Yonkers, NY 10701
Telephone no. Day (914) 509-8659
Evening () _____
Contact Jaime McGill
Title Executive Director

2. OCCUPANT (IF OTHER THAN IDA)

(If more than one occupant attach separate listing)

Name 155 Elliott LLC
Street 1201 43rd Street
City Brooklyn, NY 11219
Telephone no. Day (914) 299-7590
Evening () _____
Contact Moshe Blum
Title Manager

3. DESCRIPTION OF PARCEL

- a. Assessment roll description (tax map no./roll year) Section 1, Block 127, Lots 40 and 44
b. Street address 155 Elliott Avenue, Yonkers, NY
c. City, Town or Village Yonkers
d. School District Yonkers Public Schools
e. County Westchester
f. Current assessment Unknown
g. Deed to IDA (date recorded: liber and page)
Lease to IDA (pending; pending)

4. GENERAL DESCRIPTION OF PROPERTY (if necessary, attach plans or specifications)

- a. Brief description (include property use) Construction, improving, maintaining and equipping of a 24-unit multi-family rental property
b. Type of construction various
c. Square footage Unknown
d. Total cost \$5,400,000
e. Date construction commenced Immediately
f. Projected expiration of exemption (i.e. date when property is no longer possessed, controlled, supervised or under the jurisdiction of IDA)
December 31, 2039

5. SUMMARIZE AGREEMENT (IF ANY) AND METHOD TO BE USED FOR PAYMENTS TO BE MADE TO MUNICIPALITY REGARDLESS OF STATUTORY EXEMPTION

(Attach copy of the agreement or extract of the terms relating to the project).

- a. Formula for payment See attached Amended and Restated Tax Agreement.
b. Projected expiration date of agreement December 31, 2039

RP-412-a (1/95)

c. Municipal corporations to which payments will be made

	Yes	No
County <u>Westchester</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Town/City <u>Yonkers</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Village <u>Not applicable</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
School District <u>Yonkers</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

d. Person or entity responsible for payment

Name 155 Elliott LLC
 Title Attn: Moshe Klein
 Address 1201 43rd Street
Brooklyn, NY 11219
Brooklyn, New York 11218

e. Is the IDA the owner of the property? ☐ Yes ☒ No (check one)

If "No" identify owner and explain IDA rights or interest in an attached statement.

Telephone (914) 299-7590***NO - IDA HAS A LEASEHOLD INTEREST IN THE PROPERTY***6. Is the property receiving or has the property ever received any other exemption from real property taxation? (check one) ☒ Yes ☐ No

YES - Property is currently subject to a certain Tax Agreement, dated as of October 12, 2023

If yes, list the statutory exemption reference and assessment roll year on which granted:
 exemption RP-412-a assessment roll year 20247. A copy of this application, including all attachments, has been mailed or delivered on 10/14/24 (date) to the chief executive official of each municipality within which the project is located as indicated in Item 3.**CERTIFICATION**

I, Jaime McGill, Executive Director of
City of Yonkers Industrial Development Agency hereby certify that the information
Organization
 on this application and accompanying papers constitutes a true statement of facts.

As of JUNE 28, 2024
 Date


 Signature

FOR USE BY ASSESSOR

1. Date application filed _____
2. Applicable taxable status date _____
- 3a. Agreement (or extract) date _____
- 3b. Projected exemption expiration (year) _____
4. Assessed valuation of parcel in first year of exemption \$ _____
5. Special assessments and special as valorem levies for which the parcel is liable:

Date

Assessor's signature

CITY OF YONKERS INDUSTRIAL DEVELOPMENT AGENCY

AND

155 ELLIOTT LLC

AMENDED AND RESTATED TAX AGREEMENT

Dated as of October 1, 2024

Affected Tax Jurisdictions:

Westchester County

City of Yonkers

Street Address:

155 Elliott Avenue

(a/k/a 155 and 157 Elliott Avenue)

City of Yonkers

Westchester County, New York

Tax Map No.:

Section: 1

Block: 127

Lots: 40 (a/k/a Lots 44 and 82)

AMENDED AND RESTATED TAX AGREEMENT

THIS AMENDED AND RESTATED TAX AGREEMENT (the "First Amendment"), dated as of October 1, 2024, is made by and between **CITY OF YONKERS INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation duly existing under the laws of the State of New York with its offices located at 470 Nepperhan Avenue, Suite 200, Yonkers, New York 10701 (the "Agency") and **155 ELLIOTT LLC**, a New York limited liability company, having offices at 1201 43rd Street, Brooklyn, New York 11219 (the "Company").

WITNESSETH:

WHEREAS, the Agency was created by Chapter 83 of the Laws of 1982 of the State of New York pursuant to Title I of Article 18-A of the General Municipal Law of the State of New York (collectively, the "Act") as a body corporate and politic and as a public benefit corporation of the State of New York; and

WHEREAS, the Company, for itself or on behalf of an entity to be formed has submitted an application (the "Application") to the Agency requesting the Agency's assistance with a certain project (the "Project") consisting of: (i) consisting of: (i) the acquisition or retention of the land commonly known as 155 Elliott Avenue (a/k/a 157 Elliott Avenue), City of Yonkers (Section 1, Block 127, Lot 40, a/k/a Lots 44 and 82) (the "Land"); (ii) the construction, improving and equipping on the Land of a residential facility containing 24 market-rate residential rental units (consisting of 10 studio, 6 one-bedroom, 4 two-bedroom and 4 three-bedroom units) and related improvements (the "Improvements"); (iii) the acquisition and installation in and around the Land and Improvements of certain items of equipment and other tangible personal property (the "Equipment", which together with the Land and Improvements are the "Facility"); and

WHEREAS, in furtherance of the Project, the Agency and the Company entered into, among other agreements, a certain Project Agreement, dated October 12, 2023 (the "Original Project Agreement"), as amended by the Amended and Restated Project Agreement, dated as of even date hereof (the "Amended Project Agreement", and as may be amended, restated and/or supplemented from time to time, and together with the Original Project Agreement, the "Project Agreement"); a certain Lease Agreement, dated October 12, 2023 (the "Original Lease Agreement"), as amended by the Amended and Restated Lease Agreement, dated as of even date hereof (as amended and restated, and as may be amended, restated and/or supplemented from time to time, and together with the Original Lease Agreement, the "Lease Agreement"); a certain Leaseback Agreement, dated October 12, 2023 (the "Original Leaseback Agreement"), as amended by the Amended and Restated Leaseback Agreement, dated as of even date hereof (as amended and restated, and as may be amended, restated and/or supplemented from time to time, and together with the Original Leaseback Agreement, the "Leaseback Agreement"); a certain Tax Agreement, dated October 12, 2023 (the "Original Tax Agreement", as amended by this First Amendment, and as may be amended, restated and/or supplemented from time to time, the "Tax Agreement"); and

WHEREAS, the Agency and the Company desire to ratify that certain Environment Compliance Agreement, dated as of October 12, 2023 (the "Environmental Compliance Agreement"), dated as of even date hereof (the "Ratification"); and

WHEREAS, the Agency and the Company will execute a certain Tax Agreement Mortgage, dated as of even date hereof (as may be amended, restated and or supplemented from time to time, the "Tax Agreement Mortgage", and together with the Project Agreement, Lease Agreement, Leaseback Agreement, Tax Agreement, Environmental Compliance, Ratification and Tax Agreement Mortgage, the "Project Documents"); and

WHEREAS, the Agency has determined that providing the Facility will accomplish, in part, its public purposes; and

WHEREAS, the Company has agreed with the Agency, on behalf of the Agency and as the Agency's agent, to acquire, construct and equip the Facility in accordance with the Application filed with the Agency; and

WHEREAS, pursuant to Section 874(1) of the Act, the Agency is exempt from the payment of taxes imposed upon real property and improvements owned by it or under its jurisdiction, control or supervision, other than special charges as defined by Section 2.1 which shall be paid by the Company outside this Tax Agreement as billed by the respective third parties; and

WHEREAS, the Agency and the Company deem it necessary and proper to enter into an agreement making provisions for payments in lieu of taxes by the Company to the Agency for the benefit of Westchester County (the "County") and the City of Yonkers (the "City"), inclusive of the City of Yonkers Dependent School District (the "Dependent School District", which together with the City and the County are collectively, the "Affected Tax Jurisdictions"); and

NOW, THEREFORE, in consideration of the covenants herein contained and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

Section I - Payment in lieu of Ad Valorem Taxes.

Section 1.1 Exemption Application. A.) Subject to the completion and filing by the Agency or its designee at the direction of the Agency on or before the taxable status date **October 15, 2024** (the "Taxable Status Date") of an **amended** New York State Form RP-412-a Application For Real Property Tax Exemption (the "Exemption Application") under Section 412-a of the New York State Real Property Tax Law ("RPTL") and Section 874 of the Act and the approval of the Exemption Application by the appropriate assessors or Board of Assessment Review, the Facility shall be exempt from Real Estate Taxes for the periods set forth in Section 1.3. For purposes of the foregoing, "Real Estate Taxes" means all general levy real estate taxes levied against the Facility by the County and City, including Real Estate Taxes levied by the City for its Dependent School District. The Company shall provide the Agency with the information necessary for the completion and filing of the Exemption Application and shall provide such additional information and take such actions as are required by the appropriate assessors or

Board of Assessment Review to process and approve the Exemption Application. Notwithstanding anything contained herein or in the Leaseback Agreement to the contrary, in the event the exemption from Real Estate Taxes is denied for any reason, the Company shall pay (and hereby agrees to pay) all Real Estate Taxes levied upon the Facility as they become due, specifically including but not limited to Real Estate Taxes for years prior to and after the tax years covered by this Tax Agreement. After giving written notice to the Agency, the Company may in good faith contest the denial of the Exemption Application, provided that (i) the overall operating efficiency of the Facility is not impaired and the Facility continues to qualify as a "project" under the Act; (ii) neither the Facility nor any part of or interest in it would be in any danger of being sold, forfeited or lost; or (iii) neither the Company nor the Agency, as a result of such contest, shall be in any danger of any civil or criminal liability. The Company hereby waives any claim or cause of action against the Agency, and releases the Agency from any liability to the Company, arising from the denial of an exemption from Real Estate Taxes except to the extent that such denial results solely from the failure of the Agency to file the Exemption Application with the appropriate assessor or Board of Assessment Review by the Taxable Status Date.

B.) Agreement to Make Payments. The parties agree and acknowledge that payments made under this Agreement are for purposes of obtaining revenues for public purposes, and to provide a revenue source that the Affected Tax Jurisdictions would otherwise lose because the subject parcels are exempt from the payment of real property taxes pursuant to Section 412-a of the RPTL and Section 874 of the General Municipal Law. The Company shall pay to the Agency, on September 1 ("Payment Date") of each year beginning on September 1, 2024 (for the benefit of the Affected Tax Jurisdictions), as an in lieu of tax payment, an amount equal to the Tax Payments as set forth on Schedule A (the "Tax Payments") for the periods described in Section 1.3. All Tax Payments shall be mailed to the Agency at: 470 Nepperhan Avenue, Suite 200, Yonkers, New York 10701, or as otherwise directed by the Agency. The Company hereby agrees to make all such Tax Payments without further notice or invoice from the Agency or the Affected Tax Jurisdictions. All checks shall be made payable as directed by the Agency from time to time.

- (i) The Company hereby agrees for the benefit of the Affected Tax Jurisdictions to not seek a refund of any taxes paid or to be paid for the periods prior to the periods described in Section 1.3 and expressly waives and releases any and all rights it may have to any and all such refunds.
- (ii) The Agency and the Company intend to establish a fixed payment schedule of Tax Payments that are in lieu of real estate taxes with respect to the Facility that, absent a default by the Company or a change in law, shall provide tax certainty for the Company and revenue certainty for the Affected Tax Jurisdictions.
- (iii) Right to Grieve Assessed Value of the Property for Purposes of Calculating Full Taxes. Notwithstanding the foregoing, the Company shall have the right to institute a judicial or other review of the assessed value of the Facility, whether pursuant to the provisions of Article 7 of the RPTL or other applicable law, as the same may be amended from time to time; provided, however, that no such judicial or other review or settlement thereof shall

have any effect on the Company's obligations under this Agreement, including, without limitation, the Company's obligation to make the Tax Payments when due. Such judicial or other review shall only be for purposes of setting the assessed value of the Facility as though the Facility was on the tax rolls of each Affected Tax Jurisdiction as taxable real property, but shall have no effect on the other terms of this Agreement or the tax-exempt status of the Facility during the term of this Agreement. Furthermore, the Company shall not seek a refund of any Tax Payments or taxes paid or to be paid and expressly waives and releases its right to seek such refund.

- (iv) Right to Grieve Assessed Value of the Property for Purposes of Calculating Special Charges. At any time during the term of this Agreement, the Company shall only be entitled to institute a grievance which would cause an adjustment of the Special Charges (as defined in Section 2.1) and the Company shall be limited to the right to refunds related to grievances involving Special Charges.

- (v) Except as set forth herein, the Tax Payments as set forth in Schedule A shall not be contested, grieved or refuted during and for the term of this Agreement and the Company shall not seek a refund of any taxes paid or to be paid.

- (vi) Allocation. The Agency shall remit to the Affected Tax Jurisdictions amounts received hereunder, if any, within thirty (30) days of receipt of said payment and shall allocate said payments among the Affected Tax Jurisdictions in the same proportion as taxes would have been allocated but for the Agency's involvement, unless the Affected Tax Jurisdictions have consented in writing to a specific allocation.

1.2 Valuation of Future Additions to the Facility. If there shall be a future addition to the Facility that has not been described in the Application constructed or added in any manner after the date of this Agreement, the Company shall notify the Agency of such future addition ("Future Addition"). The notice to the Agency shall contain a copy of the application for a building permit, plans and specifications, and any other relevant evidence that the Agency may thereafter request. Upon the earlier of substantial completion, or the issuance of a certificate of occupancy for any such Future Addition to the Facility, the Company shall become liable for payment of an increase in the Tax Payment. The Agency shall notify the Company of any proposed increase in the Tax Payment related to such Future Addition. If the Company shall disagree with the determination of assessed value for any Future Additions made by the Agency, then and in that event that valuation shall be fixed by a court of competent jurisdiction. Notwithstanding any disagreement between the Company and the Agency, the Company shall pay the increased Tax Payment until a different Tax Payment shall be established. If a lesser Tax Payment is determined in any proceeding or by subsequent agreement of the parties, the Tax Payment shall be re-computed and any excess payment shall be refunded to the Company or, in the Agency's sole discretion, such excess payment shall be applied as a credit against the next succeeding Tax Payment(s).

1.3 Period of Benefits.

The tax benefits provided for herein shall be deemed to include: (i) the 2025 County tax year through the 2039 tax year and (ii) the 2024-2025 City tax year through the 2038-2039. **This Tax Agreement shall expire on December 31, 2039** (with the understanding that the Company will be making a payment hereunder for the 2040 County tax year and the 2039-2040 City tax year in the amounts as if the Agency were not in title on the tax lien date with respect to said tax years). In no event shall the Company be entitled to receive tax benefits relative to the Facility for more than the periods provided for herein, unless the period is extended by amendment to this Agreement executed by both parties after any applicable public hearings. The Company agrees that it will not seek any tax exemption for the Facility which could provide benefits for more than the periods provided for herein and specifically agrees that the exemptions provided for herein, to the extent actually received (based on the number of lease years elapsed), supersede and are in substitution of the exemptions provided by Section 485-b of the RPTL; provided, the foregoing shall not be interpreted to limit the Company and Agency from subsequently agreeing to additional benefits based upon commitments to make additional improvements or changes in use from time to time between the Agency and the Company. It is hereby agreed and understood that the Affected Tax Jurisdictions can rely upon and enforce the above waiver to the same extent as if they were signatories hereto.

Section II - Special District Charges, Special Assessments and other charges.

2.1 *Special District Charges and other payments:* Special district charges, special assessments, special ad valorem levies specifically including but not limited to charges imposed by the City of Yonkers for frontage feet ("CC001"); Housing Units ("CC002"); ETPA Charge ("CC003"); and a Safety Inspection Fee ("CC004") and district charges including but not limited to pure water charges and Westchester County sewer district charges (collectively the "Special Charges"), are not included in the amount of the Tax Payment and are to be paid in full in accordance with normal billing practices.

Section III - Transfer of Facility.

3.1 In the event this Agreement terminates and the property is not timely transferred back to the Company, the Company agrees to pay no later than the next tax lien date (plus any applicable grace period), to each of the Affected Tax Jurisdictions, an amount equal to the taxes and assessments which would have been levied on the Facility if the Facility had been classified as fully taxable as of the date of transfer or loss of eligibility of all or a portion of the exemption described herein or date of termination.

Section IV - Assessment Challenges.

4.1 The Company shall have all of the rights and remedies of a taxpayer with respect to any Special Charges as if and to the same extent as if the Company were the owner of the Facility.

4.2 The Company shall file any accounts or tax returns required by the appropriate real estate tax assessment office and tax levy officers and provide information to the Agency as requested from time to time.

Section V - Changes in Law.

5.1 To the extent the Facility is declared to be subject to taxation or assessment by an amendment to the Act, other legislative change, or by final judgment of a Court of competent jurisdiction, the obligations of the Company hereunder shall, to such extent, be null and void.

Section VI - Events of Default.

6.1 The following shall constitute "Events of Default" hereunder. The failure by the Company to: (i) make the payments described in Section I within thirty (30) days of the Payment Date (the "Delinquency Date"); (ii) make any other payments described herein on or before the last day of any applicable cure period within which said payment can be made without penalty; or (iii) the occurrence and continuance of any events of default under the Leaseback Agreement after the expiration of any applicable cure periods. Upon the occurrence of any Event of Default hereunder, in addition to any other right or remedy the Agency and/or the Affected Tax Jurisdictions may have at law or in equity, the Agency and/or Affected Tax Jurisdictions may, immediately and without further notice to the Company (but with notice to the Agency with respect to actions maintained by the Affected Tax Jurisdictions) pursue any action in the courts to enforce payment or to otherwise recover directly from the Company any amounts so in default. The Agency and the Company hereby acknowledge the right of the Affected Tax Jurisdictions to recover directly from the Company any amounts so in default pursuant to Section 874(6) of the General Municipal Law and the Company shall immediately notify the Agency of any action brought, or other measure taken, by any Affected Tax Jurisdiction to recover any such amount.

6.2 If payments pursuant to Section I herein are not made by the Delinquency Date, or if any other payment required to be made hereunder is not made by the last day of any applicable cure period within which said payment can be made without penalty, the Company shall pay penalties and interest as follows. With respect to payments to be made pursuant to Section I herein, if said payment is not received by the Delinquency Date defined in Section 6.1 herein, Company shall pay, in addition to said payment, (i) a late payment penalty equal to five percent (5%) of the amount due and (ii) for each month, or any part thereof, that any such payment is delinquent beyond the first month, interest on the total amount due plus the late payment penalty, in an amount equal to one percent (1%) per month. With respect to all other payments due hereunder, if said payment is not paid within any applicable cure period, Company shall pay, in addition to said payment, the greater of the applicable penalties and interest or penalties and interest which would have been incurred had payments made hereunder been tax payments to the Affected Tax Jurisdictions.

6.3 Prior to exercising any remedy hereunder, any Mortgagee, as defined in the Leaseback Agreement dated the date hercof, between the Agency and the Company, shall be

afforded notice and the cure rights set forth in such section, as if such section were set forth in full herein.

Section VII - Assignment.

7.1 No portion of any interest in this Agreement may be assigned by the Company, nor shall any person other than the Company be entitled to succeed to or otherwise obtain any benefits of the Company hereunder without the prior written consent of the Agency, which shall not be unreasonably withheld or delayed.

Section VIII – Miscellaneous.

8.1 This Agreement may be executed in any number of counterparts each of which shall be deemed an original but which together shall constitute a single instrument.

8.2 Notices. All notices, certificates and other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when delivered and, if delivered by mail, shall be sent by certified mail, postage prepaid, or to a nationally recognized courier such as Federal Express, addressed as follows:

To the Agency: City of Yonkers Industrial Development Agency
470 Nepperhan Avenue, Suite 200
Yonkers, New York 10701
Attn: President/CEO

With Copy To: Harris Beach PLLC
445 Hamilton Avenue, Suite 1206
White Plains, New York 10601
Attn: Shawn M. Griffin, Esq.

To the Company: 155 Elliott LLC
1201 43rd Street
Brooklyn, New York 11219
Attention: Moshe Blum

With Copy To: Law Office of Samuel Katz, PLLC
3915-14th Avenue, 2nd Floor
Brooklyn, New York 11218
Attn: Samuel Katz, Esq.

or at such other address as any party may from time to time furnish to the other party by notice given in accordance with the provisions of this Section. All notices shall be deemed given when mailed or personally delivered in the manner provided in this Section. Any notice hereunder may be given by counsel for a party with the same force and effect as if given by such party.

8.3 This Agreement shall be governed by, and all matters in connection herewith shall be construed and enforced in accordance with, the laws of the State of New York applicable to agreements executed and to be wholly performed therein and the parties hereto hereby agree to submit to the personal jurisdiction of the federal or state courts located in Westchester County, New York.

8.4 Notwithstanding any other term or condition contained herein, all obligations of the Agency hereunder shall constitute a special obligation payable solely from the revenues and other monies, if any, derived from the Facility and paid to the Agency by the Company. Neither member of the Agency nor any person executing this Agreement on its behalf shall be liable personally under this Agreement. No recourse shall be had for the payment of the principal or interest on amounts due hereunder or for any claim based upon or in respect of any modification of or supplement hereto against any past, present or future member, officer, agent (other than the Company), servant, or employee, as such, of the Agency, or of any successor or political subdivision, either directly or through the Agency or any such successor, all such liability of such members, officer, agents, (other than the Company) servants and employees being, to the extent permitted by law, expressly waived and released by the acceptance hereof and as part of the consideration for the execution of this Agreement.

[The Balance of This Page Intentionally Left Blank]

[Signature Page to Tax Agreement]

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

**CITY OF YONKERS INDUSTRIAL
DEVELOPMENT AGENCY**

By: Marlyn Anderson
Name: Marlyn Anderson
Title: Secretary

155 ELLIOT LLC

By: _____
Name: Moshe Blum
Title: Authorized Signatory

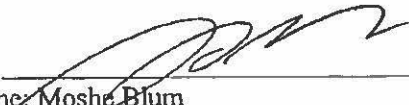
[Signature Page to Tax Agreement]

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

**CITY OF YONKERS INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____
Name: Marlyn Anderson
Title: Secretary

155 ELLIOT LLC

By:  _____
Name: Moshe Blum
Title: Authorized Signatory

SCHEDULE A
to
Tax Agreement
Dated as of October 1, 2024
by and between
City of Yonkers Industrial Development Agency
and 155 Elliott LLC

Pursuant to the terms of Section 1.1 of this Tax Agreement, "Tax Payments" shall mean an amount per annum equal to the following amounts for the period designated:

Tax Agreement Year	County Tax Year	City Tax Year	Percent of Full Taxes Paid	Estimated Tax Agreement Payment*
1	2025	2024-2025	Fixed	45,000
2	2026	2025-2026	43%	54,596
3	2027	2026-2027	45%	57,707
4	2028	2027-2028	48%	62,170
5	2029	2028-2029	50%	65,408
6	2030	2029-2030	55%	72,668
7	2031	2030-2031	60%	80,067
8	2032	2031-2032	65%	87,607
9	2033	2032-2033	70%	95,289
10	2034	2033-2034	75%	103,116
11	2035	2034-2035	80%	111,091
12	2036	2035-2036	90%	126,227
13	2037	2036-2037	95%	134,572
14	2038	2037-2038	98%	140,210
15	2039	2038-2039	100%	144,502

- The Agency interest in the Facility shall expire on **December 31, 2039**. The Company shall pay the 2040 County tax bill and the 2039-2040 City tax bill and tax bills for all

subsequent tax years on the dates and in the amounts as if the Agency were not in title on the tax status date with respect to said tax years. Tax Payments shall be no less than the Full Taxes paid prior to the Tax Agreement. Full Taxes means all property taxes payable with respect to the Facility calculated in an amount equal to the amounts that would be paid if the Agency were not in title and no exemption was available.

- Does NOT include Special District Charges - City will send separate bill.
- The Net Annual Amounts Payable sums are estimated.

EXHIBIT A

Legal Description of Land

(Attached Next Page)

As to Tax Lot 44:

All that certain plot, piece, or parcel of land, situate, lying, and being in the City of Yonkers, County of Westchester and State of New York bounded and described as follows:

BEGINNING at a point on the westerly side of Elliot Avenue, which point is distant 100 feet as measured in a northerly direction from the intersection of the said westerly side of Elliot Avenue with the northerly side of Radford Street;

RUNNING THENCE westerly on a line forming an interior angle of 87 degrees 36 minutes 00 seconds with the westerly side of Elliot Avenue, 100 feet (actual), 99 feet 10-1/2 inches (deed) to a point on the westerly line of lands now or formerly of John R. Hamilton;

THENCE northerly along the westerly line of lands now or formerly of John R. Hamilton, on a line forming an interior angle of 92 degrees 31 minutes 23 seconds with the last mentioned line, 32.23 feet (actual), 32 feet 7-1/2 inches (deed) to a point marking the northeast corner of lands now or formerly of John R. Hamilton;

THENCE easterly on a line forming an interior angle of 88 degrees 49 minutes 37 seconds with the last mentioned line 100 feet (actual), 99 feet 10-1/2 inches to the westerly side of Elliot Avenue;

THENCE southerly along the westerly side of Elliot Avenue, 34.50 feet (actual) 35 feet 1/2 inch to the point or place of **BEGINNING**.

As to Tax Lot 40:

All that certain plot, piece, or parcel of land, situate, lying, and being in the City of Yonkers, County of Westchester and State of New York bounded and described as follows:

BEGINNING at a point on the westerly side of Elliot Avenue, which point is distant 134.50 feet as measured in a northerly direction from the intersection of the said westerly side of Elliot Avenue with the northerly side of Radford Street;

RUNNING THENCE westerly on a line forming an interior angle of 88 degrees 57 minutes 00 seconds with the last mentioned line, 156.14 feet (actual), 158 feet 8 inches (deed) to a point on the easterly line of Tax Lot 82, Section 1, Block 127 as shown on the Tax Maps for the County of Westchester;

THENCE northerly along the easterly line of said Tax Lot 82, on a line forming an interior angle of 91 degrees 33 minutes 59 seconds with the last mentioned line, 102.50 feet to a point;

THENCE easterly on a line forming an interior angle of 88 degrees 23 minutes 10 seconds with the last mentioned line, 157.08 feet (actual), 158 feet 1 inch (deed) to the westerly side of Elliot Avenue;

THENCE southerly, along the westerly side of Elliot Avenue, 102.50 feet to the point or place of **BEGINNING**.

RESOLUTION - 2024

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

WHEREAS, the County Executive, having on the 2nd day of August, 2024, recommended the reappointment of J. Henry Neale, Jr. of Sleepy Hollow, New York, as a member of the Westchester County Parks, Recreation, and Conservation Board, for a term to commence on January 1, 2024, and expire on December 31, 2026, in accordance with the terms and provisions of the Westchester County Charter, as amended, and subject to the confirmation of this Board; and

WHEREAS, the Committee on Appointments, having on the 28th day of October, 2024, approved the reappointment of J. Henry Neale, Jr as a member of the Westchester County Parks, Recreation and Conservation Board;
NOW THEREFORE BE IT

RESOLVED, that said reappointment be and is hereby approved.

Dated: October 28, 2024
White Plains, New York

Three handwritten signatures are present. The top signature is in black ink and appears to be 'J. Henry Neale, Jr.'. The middle signature is in black ink and is more stylized. The bottom signature is in blue ink and appears to be 'C. D. Park'.

COMMITTEE ON APPOINTMENTS

**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 x 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 --

DRAFT

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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 untenantable 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 untenantable 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)

(Signature)

STATE OF NEW YORK)
COUNTY OF) ss.:

(a) On the _____ day of _____ in the year 20__ before me, the undersigned, a Notary Public in and for said State, _____ personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the member/manager described in and who executed the above certificate, who being by me duly sworn did depose and say that he/she resides at _____, and he/she is a member/manager of said LLC; that he/she is duly authorized to execute said certificate on behalf of said LLC, and that he/she signed his/her name thereto pursuant to such authority.

Date: _____

Notary Public

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 Tenant's Percentage.

(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.

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.

- ~~F. 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
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: November 12th, 2024
White Plains, New York

Laurel Zeller Johns
[Signature]
Vedat Jadhvi
[Signature]
[Signature]

COMMITTEE ON
c:\ac.10.7.24

Budget & Appropriations

Dated: November 12, 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

Handwritten signature of Colin J. Smith in cursive script.Handwritten signature of Jeff Rein in cursive script.

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

10/10/24

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.

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.

**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: October 29th, 2024
White Plains, New York

COMMITTEE ON

Kiran 10.15.24

Public safety

Vedat Fadli
District

Budget & Appropriations
November 12th, 2024

Dated: October 29th, 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.

Public Safety

Colin J. [Signature]

Benjamin [Signature]

Margaret A. Cunjio

Dated: November 12, 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

Handwritten signature of Colin J. Smith in black ink.Handwritten signature of Jill Rein in black ink.Handwritten signature of Nancy E. Pan in black ink.

FISCAL IMPACT STATEMENT

SUBJECT: EOC 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	\$	400,000
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Total Current Year Revenue

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
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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
	\$0

Describe: _____

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

Current Year: _____

Next Four Years:

Prepared by: Christina Rampata

Title: Deputy Budget Director

Department: Budget


Date: October 18, 2024

Reviewed By: Ne

Budget Director

Date: 10/21/24

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

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.

**STATE OF NEW YORK
EXECUTIVE DEPARTMENT
THE NEW YORK STATE OFFICE OF GENERAL SERVICES
LEASE MANAGEMENT
DIVISION OF REAL ESTATE
LEASING SERVICES
MAYOR ERASTUS CORNING 2ND TOWER - 40TH FLOOR
THE GOVERNOR NELSON A. ROCKEFELLER EMPIRE STATE PLAZA
ALBANY, NEW YORK 12242**



**COMMERCIAL LEASE AGREEMENT
HUDSON VALLEY TRANSPORTATION MANAGEMENT CENTER
200 BRADHURST AVENUE
HAWTHORNE, NEW YORK 10532**

**THE COUNTY OF WESTCHESTER
MICHAELIAN COUNTY OFFICE BUILDING
148 MARTINE AVENUE
WHITE PLAINS, NEW YORK 10601**

Office of the New York State Comptroller's Lease No.:

**Project No.: PN-66264
SFS Project No.: 000000000066264**

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REF

STATE OF NEW YORK
EXECUTIVE DEPARTMENT
THE NEW YORK STATE OFFICE OF GENERAL SERVICES
MAYOR ERASTUS CORNING 2ND TOWER - 40TH FLOOR
The Governor Nelson A. Rockefeller Empire State Plaza
Albany, New York 12242

LEASE AGREEMENT

THIS AGREEMENT (the foregoing is hereinafter referred to as the "Lease," the "Lease Agreement" or the "Agreement") made as of the _____ day of _____ in the year _____ by and between the People of the State of New York, acting by and through the Commissioner of General Services, pursuant to Section 3 (14) of the New York State Public Buildings Law, whose office is located at The Mayor Erastus Corning II Tower, 36th Floor, The Governor Nelson A. Rockefeller Empire State Plaza (GNARESP), Albany, New York, 12242 (the foregoing is hereinafter referred to as the "State" and/or the "Lessor") and the County of Westchester (the foregoing is hereinafter referred to as the "Lessee"), whose principal place of business is located at the Michaelian County Office Building, 148 Martine Avenue, White Plains, New York 10601. The foregoing may be individually referred to as a "Party" and collectively referred to as the "Parties."

WITNESSETH, that:

The State and the Lessee, for and in consideration of the rents, covenants and agreements hereinafter contained, mutually covenant, and agree as follows:

SECTION 1. DEFINITIONS

The following terms, when used in this Lease Agreement, shall have the respective meanings given below:

- (a) "Business Day" is defined as Mondays through Fridays, excluding State Legal Holidays. "State Legal Holidays" shall mean the calendar of legal holidays as established and maintained by the New York State Department of Civil Service. Annual updates of legal holidays are available at http://www.cs.ny.gov/attendance_leave/index.cfm; once you are on the website, scroll down to *Calendar of Legal Holidays* and click on the applicable year.

Notwithstanding the foregoing, any day that is determined to be a floating holiday by the State shall not be considered to be a State Legal Holiday but shall be considered to be a normal workday for the Lessor and the Lessee, and the Lessee shall provide all services required to be provided by this Lease on such days.

- (b) "Minority- and Women-Owned Business Enterprise" (MWBE): Businesses certified as such by Empire State Development's Division of Minority and Women's Business Development. NOTE: Businesses eligible to participate in the program must be owned and operated by women and/or minority group members who are citizens of the United States or permanent resident aliens. Generally, they must have been in operation for at least one year.

- (cd) "Building" shall mean The Hudson Valley Transportation Management Center, 200 Bradhurst Avenue, Hawthorne, New York 10532.

- (de) "Utility, Mechanical, Electrical, Communication and Other Systems" shall mean and include (without limitation thereto) the following: machinery, engines, dynamos, boilers, elevators, escalators, incinerators and incinerator flues, systems for the supply of fuel, electricity, water, gas and steam, plumbing, heating, sewerage, drainage, ventilating, air conditioning, communications, fire-alarm, fire-protection, sprinkler, telephone, telegraph and other similar systems, fire hydrants, fire hoses, and their respective wires, mains, conduits, lines, tubes, pipes, equipment, motors, cables, fixtures and other equipment.

- (f) "Operating Expenses" shall mean the aggregate of those costs, expenses, disbursements, and expenditures, paid, or incurred by or on behalf of the State, whether directly or through independent contractors with respect to the operation, maintenance, repair, cleaning, and security of the Building and the Demised Premises. Operating Expenses shall be "net"

only, and for that purpose shall be reduced by the amounts of any insurance or other reimbursement, recovery, recoupment, payment, discount, credit, reduction, allowance or the like, received by the State in connection with such Operating Expenses.

SECTION 2. HEADINGS

The section headings and the paragraph headings, if any, are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of any provision hereof.

SECTION 3. LETTING

The State hereby lets to the Lessee and the Lessee hereby hires and takes from the State approximately Ten Thousand, One Hundred Seventy-Six (10,176) rentable square feet of space comprised of: (a) Eight Thousand, Forty-Eight (8,048) rentable square feet of space in the State Police wing of the basement; and (b) approximately Two Thousand, One Hundred Twenty-Eight (2,128) rentable square feet of space located in Rooms T218, T220 and T221 on the Second Floor in the Transportation Management Center Wing of the Building, as that term is defined in Section 1 (d) of this Lease (the foregoing is hereinafter referred to as the "Premises" or the "Demised Premises"). The foregoing is shown on the plan referred to as OGS Drawing No. SOB-B1234-66263, dated 3/27/24, which is annexed to this Lease and marked as Exhibit 1, together with the fixtures, improvements and other property of the State located or to be located in the Premises, and the non-exclusive use, in compliance with the terms of this Lease and all applicable laws, regulations and policies of the Lessor, of approximately 39,210 square feet of common area in the Building which includes, among other things: (a) two (2) kitchens (the foregoing is hereinafter referred to as the "Common Kitchens") located on the ground floor and second floor of the Building. Notwithstanding the foregoing, the square footage of the Common Kitchens is not included in the total square footage of the Demised Premises.

SECTION 4. RIGHTS OF USE BY THE LESSEE

The Lessee shall have the right to use and occupy the Demised Premises for the purpose of operating an emergency operations center, backup data center and office space to be used by its various Departments only and for no other purpose whatsoever. The foregoing shall be referred to herein as the "Use." The Building and the Demised Premises shall operate on a twenty-four (24) hour, seven (7) day per week basis (the foregoing is hereinafter referred to as the "Normal Business Hours").

The Lessee shall be permitted to provide Wi-Fi at the Demised Premises, and request to install a security camera or cameras, in compliance with Section 23 of this Lease, upon the receipt of prior, written consent of the State, which shall not be unreasonably withheld, conditioned, or delayed.

The Lessee shall be permitted, at no additional cost, to make delivery of product to the Demised Premises at all times.

SECTION 5. TERM

- (a) The term (the foregoing is hereinafter referred to as the "Term" or the "Lease Term") of this Lease Agreement shall commence at 12:01 a.m. on January 1, 2025 (the foregoing is hereinafter referred to as the "Commencement Date") and shall expire, unless sooner terminated, at 11:59 p.m. on the day before the fifth (5th) anniversary of the Commencement Date (the foregoing is hereinafter referred to as the "Expiration Date" or the "Termination Date") as the same may be modified pursuant to this section.
- (b) Effective as of the Expiration Date, Termination Date or the end of any extension or holdover of the Term of this Lease, or the Renewal Term, if applicable, the Parties (each hereinafter referred to as a "Releasing Party"), agree to enter into a mutual release agreement (the foregoing is hereinafter referred to as the "Mutual Release") whereby they shall confirm the date of the end of the tenancy and finalize their respective rights and obligations pertaining to the end of the tenancy on terms mutually agreeable to the parties. The Mutual Release shall be provided by the Lessor to the Lessee and the Lessee agrees to promptly execute and return the same to the Lessor, subject to the Lessee receiving all

necessary legal approvals. Notwithstanding the foregoing, the failure of the Parties to execute the Mutual Release shall not invalidate the termination or expiration of this Lease.

SECTION 6. RENT

The Lessee operates out of the Hudson Valley Transportation Management Center in the Demised Premises in coordination with the New York State Division of State Police and the New York State Department of Transportation. The three entities use the Building as a center to better serve the public. Due to the importance of this collaboration, the Lessee shall not be obligated to pay Fixed Rent to the State during the Term, the Renewal Term, if applicable, or any extension or holdover thereof. Notwithstanding the foregoing, the Lessee shall be obligated to reimburse the State for Operating Expenses in accordance with Section 7 of this Lease.

SECTION 7. OPERATING EXPENSES

- a. For purposes of this Lease, Operating Expenses, as that term is defined in Section 1 (f) of this Lease, shall include, but not be limited to:
 - i) Costs incurred in connection with the repair of the Demised Premises and Building and building equipment and installations, including, but not limited to, repairs, service and maintenance to the heating, ventilation and air conditioning systems (the foregoing shall hereinafter referred to as the "HVAC") systems and the costs of providing and replacing electric lamps in lighting fixtures in the Building and Demised Premises during the Term of this Agreement, the Renewal Term, if applicable, and any extension or holdover thereof;
 - ii) Payroll, taxes, wages and salaries of all persons engaged in the operation, repair, cleaning, security and maintenance of the Building and the Demised Premises through and including the Building Manager, and fringe benefits including social security taxes, unemployment taxes, workers' compensation premiums, coverage for disability benefits, contributions to any pension, hospitalization, welfare, or retirement plans or any other similar or like expense incurred under the provisions of any collective bargaining agreement and any other similar or like expense incurred to provide benefits for employees not covered by collective bargaining agreements who are engaged in the operation, repair, cleaning, security and maintenance of the Building and the Demised Premises;
 - iii) Water consumption and sewage charges;
 - iv) Costs of fuel consumed for the provision of heat and hot water in the common areas Building and the Demised Premises;
 - v) Costs of electric current consumed in Building and the Demised Premises;
 - vi) Costs of services in the Building and the Demised Premises for cleaning, including, but not limited to, janitorial and window cleaning and exterminating;
 - vii) Costs of service and maintenance contracts with independent contractors, including contracts for HVAC and elevators for the Building and Demised Premises;
 - viii) Cost of insurance coverage on the Building (excluding the cost of rent loss and plate glass insurance) and the costs of insurance required by this section and of this Lease;
 - ix) Costs of grounds maintenance, including, but not limited to, snow removal; and
 - x) Cost of supplies used in such operation, repair, cleaning, maintenance, and security of the Building and the Demised Premises.
- b. The Lessee shall reimburse the State for its proportionate share of Operating Expenses (the foregoing is hereinafter referred to as the "Operating Expense Payment"). The Lessee's proportionate share of Operating Expenses shall be Nineteen Percent (19%), which is determined through a fraction, the denominator of which is the rentable area of the Building (53,631 square feet) and the numerator of which is the rentable area of the Demised Premises (10,176 square feet).

During the Term, the Renewal Term, if applicable, and any extension or holdover thereof, the Lessee shall pay its Operating Expense Payment, on a quarterly basis, within thirty (30) days following receipt of bills.

Operating Expense Payments shall be made to the following address: The New York State Office of General Services, Financial Administration, Empire State Plaza, P.O. Box 2166, Albany, New York 12220. The Lessor shall receive a copy of all submissions made to The New York State Office of General Services, Financial Administration in compliance with this section at the following address: The New York State Office of General Services, Lease Management, Division of Real Estate, Leasing Services, The Governor Nelson A. Rockefeller Empire State Plaza, Corning Tower, 40th Floor, Albany, New York 12242. Notwithstanding the foregoing, or anything to the contrary contained in this Lease, all Operating Expense Payments made by the Lessee to the Lessor will be made by electronic funds transfer ("EFT") pursuant to the Lessee's Vendor Direct Program. The Lessor is enrolled in the Vendor Direct Program and agrees to immediately notify the Lessee's Finance Department in writing if the EFT Authorization Form on file must be changed and provide an updated version of the document. The EFT Authorization Form, Instructions and related information are annexed hereto as Schedule B. Payments will be automatically credited to the Lessor's designated bank account at the Lessor's financial institution. Payments are anticipated to be deposited within two Business Days, as that is defined in Section 1 (a) of this Lease, after the voucher/invoice is processed for payment. Saturdays, Sundays, and legal holidays are not considered Business Days. Under the Vendor Direct program, the Lessor will receive an e-mail notification two days prior to the day the payment will be credited to the designated account. The e-mail notification will come in the form of a remittance advice with the same information that currently appears on the Lessee's check stubs and will contain the date that the funds will be credited to the Lessor's account. All information received will be treated and handled as strictly confidential.

The Lessor acknowledges that from time to time the Lessee pays the Operating Expense Payment, as that is defined herein, with federal and State grant monies. The Lessor agree to cooperate with the Lessee in providing documentation and information needed for the Lessee to comply with reporting requirements associated with these grants.

SECTION 8. PERSONAL PROPERTY OF THE STATE AND THE LESSEE

In no event shall the Lessee remove any restrooms, flooring, ceilings, or Utility, Mechanical, Electrical, Communication and Other Systems, as that term is defined in Section 1 (e) of this Lease without the prior written approval of the Lessor.

The Lessee may, however, at any time during the Lease Term, the Renewal Term, if applicable, and any extension or holdover thereof, remove from the Demised Premises, at its sole cost and expense, its personal property, trade fixtures and proprietary equipment, and all items and structural characteristics that are indicative of the Lessee's business, and otherwise "de-identify" the Demised Premises as the Lessee reasonably believes necessary or appropriate for the protection of the Lessee's interest in its trademarks, trade names, or copyrights. Notwithstanding the foregoing, the Lessee shall not be required to remove its business and trade fixtures, machinery, equipment, and cabinet work at the end of the Lease Term, the Renewal Term, if applicable, and any extension or holdover, thereof unless it so elects. All work done pursuant to this section shall be done in accordance with the provisions of Section 23 of this Lease.

In the event that the Lessee shall remove its business and trade fixtures, machinery, equipment and cabinet work, the Lessee shall procure and maintain commercial general liability insurance (subject to the right of the Lessee to self-insure as provided in Section 25), or, if the work is to be done by an independent contractor, the Lessee shall require such contractor to procure and maintain such insurance in the name of the contractor, in either case, in limits not lower than those set forth for such categories of insurance in Section 25 of this Lease, naming the People of the State of New York, the New York State Office of General Services and their officers, agents and employees as additional insureds, and if not so set forth, then as may be reasonably specified in advance by the State. Proof of compliance shall be submitted to The New York State Office of General Services, Division of Real Estate, Leasing Services, The Governor Nelson A. Rockefeller Empire State Plaza, Corning Tower, 40th Floor, Albany, New York 12242 prior to the commencement of the work. Any damage, including, but not limited to, the patching and filling of holes, caused by such removal, in the Demised Premises, or the Building, as that term is defined in Section 1 (d) of this Lease, shall be repaired by the Lessee, at its sole cost and expense. The Lessee agrees to repair any areas damaged by any removal, whether such damage is caused by the

Lessee or any of its contractors. All work, allowed or required by this section, shall be done in a good and workmanlike manner.

SECTION 9. GOVERNMENTAL REQUIREMENTS

The Lessee, if applicable, shall pay all taxes, import duties, examination fees, excise and other charges that may be assessed, levied, exacted or imposed on its property, Use, as that term is defined in Section 4 of this Lease, or occupancy hereunder, or any property whatsoever that may be received at the Demised Premises, or on the gross revenues or income therefrom and shall make all applications, reports and returns required in connection therewith. If any bond or other undertaking shall be required by any governmental authority in connection with any of the Lessee's Use, as that term is defined in Section 4 of this Lease, or any property received or exhibited by the Lessee at the Demised Premises, the Lessee shall furnish the same and pay all other expenses in connection therewith.

SECTION 10. CONSTRUCTION AND APPLICATION OF TERMS

- (a) Wherever in this Lease Agreement a third person singular, neuter pronoun or adjective is used referring to the Lessee, the same shall be taken and understood to refer to the Lessee, regardless of the actual gender or number thereof.
- (b) Whenever in this Lease Agreement the Lessee is placed under an obligation or covenants to do or to refrain from or is prohibited from doing, or is entitled or privileged to do, any act or thing, the following shall apply:
 - (1) If the Lessee is a corporation, its obligations shall be performed, or its rights or privileges shall be exercised only by its officers and employees; or
 - (2) If the Lessee is an unincorporated association or a business or "Massachusetts" trust, the obligation shall be that of its members or trustees, as well as of itself, and shall be performed only by its members or trustees, and officers and employees, and the right or privilege shall be exercised only by its members or trustees, and its officers and employees; or
 - (3) If the Lessee is a partnership, the obligation shall be that of its partners and shall be performed only by its partners and employees and the rights or privileges shall be exercised only by its partners and employees; or
 - (4) If the Lessee is an individual, the obligations shall be that of himself (or herself) and shall be performed only by himself (or herself) and his (or her) employees and the right or privilege shall be exercised only by himself (or herself) and his (or her) employees.
 - (5) None of the provisions of this paragraph (b) shall be taken to alter, amend or diminish any obligation of the Lessee assumed in relation to its invitees, customers, agents, representatives, contractors or other persons, firms or corporations doing business with it.
- (c) If more than one individual or other legal entity is the Lessee under this Lease Agreement, each and every obligation hereof shall be the joint and several obligation of each individual or other legal entity.
- (d) Unless otherwise stated in Section 4 of this Agreement entitled "Rights of Use by the Lessee," the rights of use herein granted to the Lessee with respect to the Demised Premises, shall be exercised by the Lessee only for its own account and, without limiting the generality of the foregoing, shall not be exercised as agent, representative, factor, broker, forwarder, bailee, or consignee without legal title to the subject matter of the consignment.
- (e) The Lessee's representative, set forth in Section 16 of this Lease Agreement (or such substitute as the Lessee may hereafter designate in writing), shall have full authority to act for the Lessee in connection with this Lease Agreement and any things done or to be done hereunder, and to execute on the Lessee's behalf any amendments or supplements to this

Lease Agreement or any extension thereof subject to receiving all necessary legal approvals.

- (f) This Lease Agreement does not constitute the Lessee as an agent or representative of the State for any purpose whatsoever. Neither a partnership nor any joint venture is hereby created.
- (g) All designations of time herein contained shall refer to the time system then officially in effect in the municipality wherein the Demised Premises are located.
- (h) No greater rights or privileges with respect to the Use, as that term is defined in Section 4 of this Lease, of the Demised Premises, or any part thereof, or with respect to the Building, as that term is defined in Section 1 (d) of this Lease, are granted or intended to be granted to the Lessee by this Lease Agreement, or by any provision thereof, than the rights and privileges expressly granted hereby.

SECTION 11. OPERATIONS

The Lessee shall conduct a “first class” operation and will furnish and maintain all necessary or proper equipment, fixtures, improvements, personnel, supplies, materials, and replacements required to conduct and maintain a “first class” operation.

Without limiting the Lessor’s responsibilities under Sections 19, 20 and 57 of the Lease, the Lessee shall maintain the Demised Premises in an attractive, clean, safe, operable, sanitary, orderly, and inviting condition at all times. All goods and services offered must be in good taste and considered appropriate, proper and consistent with the State’s obligations and responsibilities to the patrons of the Building, as that term is defined in Section 1 (d) of this Lease. It is the intention of the State that all standards shall be diligently adhered to and carried out so as to reflect positively on the reputation of the State and the Lessee.

All services provided under this Lease shall be of high quality and standards; and must conform in all respects to federal, State and municipal laws, ordinances, rules and regulations. The Lessee shall obtain and maintain all necessary and applicable licenses, certificates, permits or other authorizations from all governmental authorities having jurisdiction over the Lessee’s Use, as that term is defined in Section 4 of this Lease, of the Demised Premises or the Building, as that term is defined in Section 1 (d) of this Lease, and, at the request of the State, shall provide for the inspection and review of such licenses, certificates, permits and authorizations by the State and any other persons authorized by law. The Lessee shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws, rules and regulations, orders and directions, which may pertain or apply to the specific Use, as that term is defined in Section 4 of this Lease, of the Lessee at the Demised Premises or the Building, as that term is defined in Section 1 (d) of this Lease, or its specific occupancy of the Demised Premises. The Lessor shall, at the Lessee’s sole cost and expense, make any and all improvements, alterations or repairs of the Demised Premises that may be required at any time hereafter by any such present or future rules, regulations, legal requirements, Court or administrative orders or directions. The provisions of this section are not to be construed as a submission by the State to the application to itself of such laws, rules and regulations, legal requirements, Court or administrative orders or directions, or any of them. Notwithstanding the foregoing, the State shall be responsible, at its sole cost and expense, to comply with any current legal requirements and handicap accessibility requirements, including, but not limited to, the requirements of the Americans with Disabilities Act requirements relating to the physical condition of all parts of the Building, outside of the Demised Premises, as well as any change in applicable legal requirements pertaining to real estate generally, and not to the Demised Premises specifically.

The service provided by the Lessee shall at all times be prompt, clean, courteous and efficient. Service shall be provided to all patrons without discrimination.

The Lessee shall not, without the prior, express, written permission of the State, operate vending machines (including coin operated game and music machines) in the Demised Premises. Furthermore, the sale of Lottery chances, newspapers, periodicals, and books is prohibited without the prior, express, written permission of the State. Also, the sale of tobacco products is expressly prohibited. The specificity of the foregoing enumeration of disallowed items shall not be deemed to infer that any particular items not so enumerated are permitted under this Lease, and the State reserves the right to require the Lessee to immediately stop the sale of any

items that the State, in its sole discretion, deems to be inconsistent with this Lease, any applicable rules, regulations or policies or the State's obligations and responsibilities to the patrons of the Demised Premises and/or the Building, as that term is defined in Section 1 (d) of this Lease.

Notwithstanding anything in this Lease to the contrary, the Lessee shall have the right:

- i) to have vending machines in its Demised Premises provided no products are "sold";
- ii) to use and dispense bottled water as part of its emergency preparedness supplies;
- iii) to use plastic ware as it does not have dishes, dishwasher etc., and the plastic ware is provided by the caterers; and
- iv) to cater events in its space.

SECTION 12. QUIET ENJOYMENT

The State covenants and agrees that the Lessee, upon paying all the Operating Expense Payment, as that term is defined in Section 7 of this Lease, due and owing hereunder and performing all the covenants, conditions and provisions of this Lease Agreement on its part to be performed, shall and may peaceably and quietly have, hold and enjoy the Demised Premises free of any act or acts of the State except as expressly permitted in this Lease Agreement.

SECTION 13. DEMISED PREMISES

The Lessee acknowledges that it is has occupied the Premises for some time, and therefore, is leasing the same "as is" without any warranty or representation and that Lessor has not made, and is not hereby making, any warranties or representations pertaining to the physical condition of the Premises, any part thereof or any improvements thereon. Without limiting any obligation of the Lessee stated in this Lease Agreement, the Lessee agrees that no portion of the Demised Premises will be used initially or at any time during the Term of this Lease, the Renewal Term, if applicable, and any extension or holdover thereof, that is in a condition unsafe or improper for the conduct of the Lessee's Use, as that term is defined in Section 4 of this Lease, so that there is a likelihood of injury or damage to life or property. For all purposes of this Lease Agreement, the Demised Premises hereunder (notwithstanding any statement elsewhere in this Lease Agreement of any rule for the measurement of the area thereof) shall be deemed to include the Common Kitchens, as that is defined in Section 1 of this Lease, and the other common areas of the Building available to the Lessee for its Use.

SECTION 14. HOURS OF OPERATION

INTENTIONALLY DELETED

SECTION 15. RESPONSIBILITIES OF THE LESSEE

- (a) The Lessee's personnel shall have the experience and background generally acceptable in the field for the positions that they hold. The Lessee shall conduct its business in an orderly manner and so as not to annoy, disturb or be offensive to others at the Demised Premises or the Building, as that term is defined in Section 1 (d) of this Lease. The Lessee shall use all reasonable efforts to control the conduct, demeanor and appearance in the Demised Premises of its officers, members, employees, agents, representatives, contractors, customers, guests, invitees and those doing business with it and outside of the Demised Premises, but elsewhere in the Building, as that term is defined in Section 1 (d) of this Lease, of its officers, members, employees, representatives and contractors. The Lessee shall require employees to be clean, courteous, and neat in appearance at all times. The Lessee shall not employ any persons in its business who act in a loud, boisterous, or otherwise improper manner. The Lessee agrees to take prompt and appropriate action with regard to complaints about the conduct, demeanor or appearance of its officers, members, employees, agents, representatives, contractors, customers, guests, invitees and those doing business with it in relation to the Use, as that term is defined in Section 4 of this Lease, and that upon objection from the State concerning the same, the Lessee shall immediately take all reasonable steps necessary to remove the cause of the objection.
- (b) The Lessee, its officers, members, employees, agents, representatives, contractors, customers, guests, invitees and those doing business with the Lessee in relation to the Use, as that term is defined in Section 4 of this Lease, shall have access to the Demised Premises

and reasonable ingress and egress to common and public areas of the Building at all times reasonably necessary for the Use; provided, however, the Lessor by reasonable regulation may control such access for the comfort, convenience, safety and protection of all individuals utilizing the Building, or as needed for making repairs and alterations. The Lessee shall be responsible for providing access to the Demised Premises to the Lessee's officers, members, employees, agents, representatives, contractors, customers, guests, invitees and those doing business with the Lessee in relation to the Use, as that term is defined in Section 4 of this Lease, outside of Normal Business Hours, as that is defined in Section 4 of this Lease, but in no event shall the Lessee's Use and access to the Demised Premises compromise the security of the Building.

- (c) Promptly following the Commencement Date, as that term is defined in 5 (a) of this Lease, the Lessee shall provide the New York State Police with a list of the Lessee's employees in relation to the Use, as that term is defined in Section 4 of this Lease, that require access to the Building and the Demised Premises. The Lessee shall use all commercially reasonable efforts to notify the New York State Police within one (1) Business Day, as that term is defined in Section 1 (a) of this Lease, of any changes to the list.
- (d) Notwithstanding the foregoing, access to the Demised Premises may be conditioned in any manner deemed reasonably necessary by the Lessor to maintain order in the Building. At the Lessor's discretion such measures may include, but are not limited to, requiring verification of the identity of those seeking access, inspecting vehicles that enter the Building, and terminating the access of any individuals in accordance with agency policy, which shall be reasonable.
- (e) The Lessee is strongly encouraged, to the maximum extent practicable consistent with legal requirements, to utilize MWBE, as that term is defined in Section 1 (b) of this Lease, suppliers in the fulfillment of the terms of this Lease.
- (f) To the extent practicable, the Lessee will implement all reasonable programs, to the extent that the Lessee is reasonably able to do so, designed to reduce the public health and environmental impacts of its activities and operations in the Demised Premises, including but not limited to: reducing or eliminating the use and generation of toxic substances, pollution and waste; to the maximum extent practicable consistent with legal requirements reducing, reusing, recycling and composting solid waste; increasing energy efficiency; increasing the use of renewable energy sources; conserving water and other natural resources; and maximizing the use of environmentally preferable "green" commodities, services, and technology. In utilizing the Demised Premises and to the extent applicable, the Lessee will maintain complete compliance with State laws and regulations and all applicable Executive Orders mandating energy conservation, green procurement, and agency sustainability. The Lessee will cooperate with the State in the State complying with Governor Hochul's Executive Order No. 22 (the foregoing is hereinafter referred to as "EO-22"), which is attached hereto as Exhibit 2. In no case, shall polystyrene products be used in connection with the Use allowed pursuant to this Lease.
- (g) The Lessee shall not commit any nuisance in the Demised Premises or do or permit to be done anything that may result in the creation or commission of a nuisance in the Demised Premises, and the Lessee shall not cause or permit to be caused or produced upon the Demised Premises, or to permeate or emanate therefrom, any unusual, noxious or objectionable smokes, gases, vapors, odors, or objectionable noises. Notwithstanding the foregoing, the State acknowledges and agrees that typical odors associated with the Lessee's Use, as that term is defined in Section 4 of this Agreement, shall not be deemed objectionable.
- (h) The Lessee shall not keep, maintain, place or install in the Demised Premises any fixtures or equipment the use of which is not consistent with and required for the Lessee's Use, as that term is defined in Section 4 of this Agreement, and the Lessee shall not use or connect any equipment, or engage in any activity or operation in the Demised Premises that will cause or tend to cause an overloading of the capacity of any existing or future Utility, Mechanical, Electrical, Communication or Other Systems, as defined in Section 1 (e) of this Lease, or portions thereof in the Demised Premises or the Building, as that term is defined in Section 1 (d) of this Lease, nor shall the Lessee do or permit to be done anything that may interfere with the effectiveness or accessibility thereof. The State agrees that the Lessee's Use, as that term is defined in Section 4 of this Agreement, shall not violate the

provisions of this paragraph. The State's agreement, however, shall neither be deemed to be nor construed as constituting a waiver of any of its rights or remedies herein contained.

- (i) The Lessee shall not overload any floor, roadway, passageway, pavement or other surface or any wall, partition, column or other supporting member, or any elevator or other conveyance, in the Demised Premises or the Building, as that term is defined in Section 1 (d) of this Lease, and without limiting any other provision of this Lease, the Lessee shall repair, replace or rebuild any such damages caused by overloading. In the event, the Lessee fails to repair, replace or rebuild such damage, the State shall repair, replace or rebuild any such damage caused by such overloading, at the Lessee's sole cost and expense.
- (j) The Lessee shall not do or permit to be done any act or thing upon the Demised Premises, or the Building, as that term is defined in Section 1 (d) of this Lease, that will invalidate or conflict with any insurance policies covering the Demised Premises, or the Building, as that term is defined in Section 1 (d) of this Lease, or which, in the commercially reasonable opinion of the State, may constitute an extra hazardous condition, so as to increase the risks normally attendant upon the Use, as that term is defined in Section 4 of this Lease Agreement entitled "Rights of Use by the Lessee," and the Lessee shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, orders and directions of the National Fire Protection Association and the New York Fire Insurance Rating Organization, and of any other board or organization exercising or which may exercise similar functions, which may pertain or apply to the Lessee's Use, as that term is defined in Section 4 of this Lease, in the Demised Premises. The Lessee shall, subject to and in accordance with the provision of Section 23 of this Lease Agreement, entitled "Construction, Finishing or Decorating" make any and all improvements, alteration or repairs to the Demised Premises that may be required any time hereafter by any such present or future rules, regulations, requirements, orders or direction, and if by reason of any failure on the part of the Lessee to comply with the provisions of this Lease Agreement any insurance rate on the Demised Premises or the Building, as that term is defined in Section 1 (d) of this Lease, or any part thereof, shall at any time be higher than it otherwise would be, then the Lessee shall pay to the State, as an item of additional rent, that part of all insurance premiums paid by the State that shall have been charged because of such violation or failure by the Lessee, but no such payment shall relieve the Lessee of its other obligations under this paragraph. Notwithstanding the foregoing, the State represents to the Lessee that, to the State's knowledge, the Lessee's permitted Use, as that term is defined in Section 4 of this Lease, hereunder shall not cause such an increase or invalidation of any insurance on the Building, as that term is defined in Section 1 (d) of this Lease.

SECTION 16. NOTICES

- (a) Notices, requests, permissions, consents and approvals given or required to be given to or by either Party under this Lease Agreement, shall not be effective unless they are given in writing, and all such notices and requests shall be delivered to the Party or a duly designated officer or representative of such Party, via certified mail return receipt requested; via hand delivery; or via reputable overnight carrier such as Federal Express. Until further notice, the State hereby designates the Commissioner of General Services, and the Lessee designates the Director of Real Estate, County of Westchester, 148 Martine Avenue, 9th Floor, White Plains, New York 10601 and the Commissioner of Public Works & Transportation, County of Westchester, 148 Martine Avenue, 5th Floor, White Plains, New York 10601, as its respective officers or representatives upon whom notices and requests may be served, with a copy to the Commissioner of Emergency Services, County of Westchester, 4 Dana Road, Valhalla, New York 10532 and to the County Attorney, County of Westchester, 148 Martine Avenue, Room 600, White Plains, New York 10601 and the State designates its office at the New York State Office of General Services, Director Lease Management, Division of Real Estate, Leasing Services, Corning Tower, 40th Floor, GNARESP, Albany, New York 12242 as its respective office where notices and requests may be served. The Parties shall notify each other of all changes in the above-referenced address within ten (10) Business Days, as that is defined in Section 1 (a) of this Lease, of the effective date of such change.

- (b) If any notice is mailed or delivered, the giving of such notice shall be complete upon receipt, or, in the event of a refusal by the addressee, upon the first tender of the notice to the addressee or at the permitted address.

SECTION 17. RULES AND REGULATIONS

The Lessee shall observe and obey (and compel its officers, members, employees, agents, representatives, contractors, guests, invitees and those doing business with it to observe and obey) all reasonable rules and regulations to be promulgated by the State to govern the conduct at the Building, as that term is defined in Section 1 (d) of this Lease, and all reasonable amendments and supplements to said rules and regulations, as may from time to time, and throughout the Term of this Lease, the Renewal Term, if applicable, and any extension or holdover thereof, be promulgated by the State for reasons of safety, health or preservation of property, or for the maintenance of the good and orderly appearance of the Demised Premises and the Building, as that term is defined in Section 1 (d) of this Lease, or for the safe and efficient operation of the Building, as that term is defined in Section 1 (d) of this Lease. The State agrees that such original rules and regulations governing the conduct of tenancies shall not be applicable or effective with relation to the Lessee until fifteen (15) calendar days after the same have been furnished to the Lessee, and that, except in cases of emergency, it will give notice to the Lessee of every such further rule or regulation adopted by it at least fifteen (15) calendar days before the Lessee shall be required to comply therewith. In the event of a conflict between any such rules and regulations and the provisions of this Lease, the provisions of this Lease shall prevail. No changes or amendments to the rules and regulations shall materially increase the Lessee's obligations hereunder or materially decrease the Lessee's rights hereunder.

SECTION 18. EQUIPMENT, FURNITURE, FIXTURES

- (a) Any electrical appliance must be connected directly to an electrical outlet or fused power strip. Extension cords with multi plug adapters, splices or repairs are prohibited.
- (b) Any equipment that the Lessee introduces into the Demised Premises must be of commercial grade, installed in a workmanlike manner by licensed and insured contractors and shall be subject to inspection by the State and shall at the sole discretion of the State be removed by the Lessee, at its sole cost and expense, if the State reasonably determines that the same shall not be introduced into the Premises. Any electrical appliance must be connected directly to an electrical outlet or fused power strip. Extension cords with multi plug adapters, splices or repairs are prohibited.

SECTION 19. MAINTENANCE AND REPAIR

- (a) The State's Responsibilities:

During the Term of this Lease, the Renewal Term, if applicable, and any extension or holdover thereof, the State shall, at its sole cost and expense, furnish, and/or contract for the following, in accordance with the requirements of Executive Order 22, which is annexed hereto as Exhibit 2, as applicable:

- (i) Pest control services for the Building and Demised Premises, as that term is defined in Section 1 (d) of this Lease, and the Demised Premises, when and as necessary that minimize the use of toxic pesticides, and provide for an on-going, practical, least-toxic approach to preventing and/or treating pest infestation and comply with the requirements set forth at: <https://www.ogs.ny.gov/greenny/pest-management-indoor-spaces> and <https://www.ogs.ny.gov/greenny/pest-management-outdoor-spaces>;
- (ii) Maintenance and repair of the existing and future Utility, Mechanical, Electrical, Communication and Other Systems, as that term is defined in Section 1 (e) of this Lease, in the Building and Demised Premises;
- (iii) Security guard and security services for the Building and Demised Premises, including a security guard at the main entrance of the Building on a 24 hour/7 day a week basis, and monitoring and patrolling of the Building; and
- (iv) Cleaning services, including, but not limited to, janitorial and window cleaning for the Building and Demised Premises. Janitorial services for the Building and Demised Premises, as that term is defined in Section 1 (d) of this Lease, in accordance with the requirements of EO-22, which is annexed hereto as Exhibit 2.

Governor Hochul's Executive Order 22 directs all State agencies and authorities to purchase green products and promote sustainability. EO-22, a copy of which is annexed to this Lease as Exhibit 2, directs State agencies and authorities to develop and implement specific projects, programs and policies designed to reduce the public health and environmental impacts of the activities and operations of the agency or authority, including: the reduction or elimination of the use and generation of toxic substances, pollution and waste; the reduction, reuse, recycling and composting of solid waste; and the maximization of the use of environmentally preferable or "green" commodities, services and technology. In an effort to assist State agencies and authorities in complying with these directives, approved specifications can be found at: <https://ogs.ny.gov/greenny-purchasing-requirements-and-tools>. In order to comply with these directives, The Lessor shall make careful selection of effective janitorial cleaning products and equipment that reduce or eliminate the health and environmental risks from the use or release of toxic substances and minimize the risks of discharge of pollutants into the environment. Information on these products can be found at: <https://ogs.ny.gov/green-cleaning>. In addition, EO-22 requires State agencies and authorities, to the maximum extent practicable, to purchase janitorial paper and other paper products that meet the specifications which can be found at: <https://ogs.ny.gov/greenny/janitorial-paper-products>. The Lessor shall meet these requirements by, to the maximum extent practicable, making careful selection of janitorial paper products, in order to use products that comply with the requirements of EO-22. EO-22 also requires State agencies and authorities, to reduce waste and increase recycling. Information on these requirements can be found at: <https://ogs.ny.gov/greenny/state-agency-waste-reduction-reuse-recycling>. Additional information on these requirements and EO-22 are available from the Lessor, upon request; and

- (v) Grounds maintenance, including, but not limited to, snow removal.
- (vi) Maintenance of the Building, Building equipment and installation, and the Demised Premises.

Compliance with local recycling laws enacted under New York State General Municipal Law §120-aa, requiring that solid waste be separated into recyclable, reusable or other components.

(b) The Lessee's Responsibilities:

During the Term of this Lease, the Renewal Term, if applicable, and any extension or holdover thereof, the Lessee shall, at its sole cost and expense, furnish, and/or contract for the following:

- (i) Telephone, cable and internet services for the Demised Premises;
- (ii) Cooperation, to the extent practicable, consistent with legal requirements, with the Lessor in the implementation of the requirements of Executive Order 22, which is annexed hereto as Exhibit 2, in the Demised Premises and the Building;
- (iii) Compliance with local recycling laws enacted under New York State General Municipal Law §120-aa, requiring that solid waste be separated into recyclable, reusable or other components; and
- (iv) Enforcement of a no smoking policy in the Demised Premises and adherence to State smoking policies in other areas of the Building, as that term is defined in Section 1 (d) of this Lease.

SECTION 20. SERVICES AND UTILITIES

- (a) During the Term, the Renewal Term, if applicable, and any extension or holdover thereof, the Lessor shall be responsible for the provision of the following twenty-four (24) hours per day and seven (7) days a week:
 - (1) Conditioned airflow to provide suitable and comfortable levels of heating, air conditioning and ventilation pursuant to the standards adopted by the State for the Demised Premises and the Building, as that term is defined in Section 1(d) of this

Lease, from the Utility, Mechanical, Electrical, Communication and Other Systems, as that term is defined in Section 1 (e) of this Lease, serving the Demised Premises and the Building, as that term is defined in Section 1 (d) of this Lease.

- (2) Hot and cold water, in reasonable quantities, in the Demised Premises and the Building, as that term is defined in Section 1 (d) of this Lease.
- (3) Electric service distribution equipment, lighting fixtures, and electric service of sufficient amount and quality for the proper lighting of the Demised Premises and for the operation of the Lessee's Use, as that term is defined in Section 4 of this Lease, including, in addition to normal building requirements, electrical services for equipment, electrical equipment and appurtenances and emergency back-up power to the Demised Premises. Notwithstanding the foregoing, the State shall have no obligation to increase or change the amount or type of service or equipment and fixtures provided in the Demised Premises and the Building, as that term is defined in Section 1 (d) of this Lease.
- (4) The provision and replacement of lamps in lighting fixtures in the Building, as that term is defined in Section 1 (d) of this Lease, and the Premises, as that term is defined in Section 3 of this Lease.

EO-22, which is attached hereto as Exhibit 2, contains requirements and restrictions pertaining to heating, ventilation, air conditioning and electricity. The Lessee acknowledges an understanding of the requirements of EO-22, which is annexed hereto as Exhibit 2, and pledges to cooperate, to the extent practicable, with the State in its implementation.

- (b) If the Lessee erects any partitions or makes any improvements that stop, hinder, obstruct or interfere with the cooling of the air or the heating of the Demised Premises, then no such action by the Lessee shall impose any obligations on the State to increase or augment the existing or presently contemplated supply of conditioned airflow for air cooling or for heating, and the Lessee shall not in any such event be relieved of any of its obligations hereunder because a comfortable temperature is not maintained. In addition, upon reasonable notice, the Lessor will remove such partitions or improvements, and the Lessee shall pay the cost thereof to the State on demand, as additional rent. It is hereby understood further that the installation by the Lessee of any equipment that itself requires air cooling or that requires additional quantities of air cooling at the portion of the Demised Premises where such equipment is installed, or the concentration in any portion of the Demised Premises of such a number of people so as to require additional quantities of air cooling, shall not impose any obligation on the State to increase the capacity or output of initially existing facilities, equipment or fixtures for the supply of air cooling, and the Lessee shall not in any such event be relieved of any of its obligations hereunder.
- (c) The Lessee shall not waste or dissipate air cooling or heating nor draw any of the same into the Demised Premises from public areas contiguous thereto.
- (d) The State, upon reasonable advance notice to the Lessee (which may be given in person or by telephone), shall have the right to discontinue temporarily the supply of any of the services and utilities discussed in this section when necessary in the opinion of the State in order to make any repairs, alterations, changes or improvements in the Demised Premises or elsewhere in the Building, as that term is defined in Section 1 (d) of this Lease, provided, however, such repair, alteration, change or improvement, does not unreasonably interfere with the Lessee's Use, as that term is defined in Section 4 of this Lease, of the Demised Premises, access thereto and visibility thereof. In the event of an emergency, the State shall be entitled to discontinue temporarily such supply services and utilities discussed in this section, and shall notify the County (in person or by telephone) as soon as possible and shall restore such services or utilities as soon as possible. Failure to supply services and utilities for an extended period of time, in the reasonable determination of the County, shall be a breach of this Lease Agreement for which the County may terminate this Lease Agreement as provided for in Section 32.
- (e) No failure, delay, interruption or reduction in any service or services discussed in this section shall be or shall be construed to be an eviction of the Lessee, shall be grounds for any diminution or abatement of the Operating Expense Payment due and payable

hereunder, or shall constitute grounds, for any claim by the Lessee for damages, consequential or otherwise, unless due to the negligent acts of the State or its officers and employees, acting within the course and scope of their employment. If the Lessee shall be in default under any provisions of this Lease beyond any applicable notice and cure periods, the State shall be permitted to cease providing any service or services required to be provided by the State hereunder to the Lessee. The State may cease providing such services only during the period in which the Lessee remains in default hereunder.

- (f) The State shall be under no obligation to supply any service or services discussed in this section if and to the extent and during any period that the supplying of any such service or services or the use of any component necessary therefor shall be prohibited or rationed by any federal, State or municipal law, rule, regulation, requirement, order or direction and if the State deems it in the public interest to comply therewith, even though such law, rule, regulation, requirement, order or direction may not be mandatory on the State as a public agency.
- (g) Anything to the contrary notwithstanding for the purposes of this Lease Agreement, the Lessee has reviewed the utilities installations and agrees that the currently installed Utility, Mechanical, Electrical, Communication and Other Systems, as that term is defined in Section 1 (e) of this Lease, within the Demised Premises, are adequate for its intended Use, as that term is defined in Section 4 of this Lease with the exception of the cooling in the data center rooms, and, in those rooms, the County was permitted to bring in additional cooling units.:
- (h) Notwithstanding anything contained herein to the contrary, if any utility or service to the Demised Premises, which is provided by the State or under the State's control, is interrupted for more than twenty-four (24) hours due to the negligence of the State or its officers and employees, acting within the course and scope of their employment, then the Operating Expense Payment, and all other charges due and payable hereunder shall abate during the period such utility or service is interrupted.

SECTION 21. FORCE MAJEURE

- (a) For purposes of this Lease, "Force Majeure" shall mean an event or effect that cannot be reasonably anticipated or controlled. Force Majeure includes, but is not limited to, acts of God, acts of war, acts of public enemies, terrorism, strikes, fires, explosions, actions of the elements, floods, viruses, pandemics, unexpected and unavoidable governmental action or other similar causes beyond the control of the Parties in the performance of this Lease which non-performance, by exercise of reasonable diligence, cannot be prevented but shall expressly exclude the inability of the Parties to comply with any payment obligations under this Lease, such as, by way of example only, the obligation to pay Operating Expense Payment, or additional rent hereunder. The Parties shall not be liable for any failure, delay, or interruption in performing their obligations hereunder due to Force Majeure. Further, the State or the Lessee, as the case may be, shall not be liable unless the failure, delay or interruption shall result from failure on the part of the State or the Lessee to use reasonable care to prevent, or reasonable efforts to cure such failure, delay or interruption.
- (b) No abatement, diminution or reduction of the Operating Expense Payment, or other charges payable by the Lessee, shall be claimed by or allowed to the Lessee for any inconvenience, interruption, cessation or loss of business or other loss caused, directly or indirectly, by any present or future laws, rules, requirements, orders, directions, ordinances or regulations of the United States of America, or of the State, county or city governments having jurisdiction over the Building, as that term is defined in Section 1 (d) of this Lease, and the Demised Premises, or of any other municipal, governmental or lawful authority whatsoever, or by priorities, rationing or curtailment of labor or materials, or by war or any matter or thing resulting therefrom.

SECTION 22. CHANGES IN THE BUILDING

Subject to the provisions of this Lease Agreement, the State shall have the right at any time and from time to time, prior to and during the Term of this Lease, the Renewal Term, if applicable, and any extension or holdover thereof, in the interest of the efficient operation of the Building, as that term is defined in Section 1 (d) of this Lease, of which the Demised Premises are a part, to close, move or alter any common way in the said Building, as that term is defined in Section 1 (d)

of this Lease, including but not limited to entrances, exits, passages, halls, corridors, aisles, stairways, elevators, or escalators, or to restrict or change the traffic on or through any such common way; and no such action by the State shall release the Lessee from any of its obligations under this Lease Agreement. In exercising its rights hereunder, the State shall use all commercially reasonable efforts to avoid interference with the Lessee's Use, as that term is defined in Section 4 of this Lease, of the Demised Premises, access to the Demised Premises and visibility thereof.

SECTION 23. CONSTRUCTION, FINISHING OR DECORATING

During the Term of this Lease, the Renewal Term, if applicable and any extension or holdover thereof, if the Lessee desires any additional work to be performed in the Demised Premises or elsewhere in the Building, it shall make a request for the same by submitting a Tenant Alteration Request form (hereinafter referred to as a "TAR") to the Lessor, in accordance with the directions on the TAR. The TAR and instructions on how to complete it can be found on the Lessor's website at <https://ogs.ny.gov/tenant-alteration-request-tar-101-form>. If the State determines that the requested work will be done, it will cause the same to be performed in a timely manner, at the Lessee's sole cost and expense. The State shall not commence work on any TAR until the Lessee provides written confirmation that it has obtained all legal approvals necessary to obtain funding for the proposal work and made payment to the Lessor. The Lessee will be solely responsible to pay the State, as additional rent, the cost of all work performed under this section within thirty (30) days of receipt of an invoice of the same. In the event any construction, finishing, decorating, improvement, alteration, modification, addition, repair or replacement is made by the Lessee or its officers, employees or contractors in the Demised Premises or the Building, as that term is defined in Section 1 (d) of this Lease, without the State's consent, then the State shall remove or change such work to its reasonable satisfaction, and the Lessee shall pay the cost thereof to the State, as additional rent, on demand. Any work done pursuant to this section shall be done in accordance with EO-22, which is annexed hereto as Exhibit 2.

(a) Except as herein expressly provided, during the Term of this Lease, the Renewal Term, if applicable and any extension or holdover thereof, the Lessee shall not without the prior, written approval of the State, which shall not be unreasonably withheld, conditioned or delayed, erect any structures, make any improvements or do any other construction work in the Demised Premises or elsewhere at the Building, or alter, modify, or make additions, improvements or repairs to or replacements of any structure now existing or built at any time, or install any fixtures (other than trade fixtures removable without irreparable injury to the Demised Premises); and in the event any construction, improvement, alteration, modification, addition, repair or replacement is made without such consent, then, upon reasonable notice, the Lessee will remove the same, or, at the option of the State, cause the same to be changed to the reasonable satisfaction of the State, or the State may affect the removal or change, and the Lessee shall pay the cost thereof to the State, as additional rent, on demand. The State shall either approve or disapprove, with reasonable explanation for such disapproval, any such plans submitted to the State, within twenty (20) days of submission. If the State fails to approve or disapprove within such time frame, the Lessee shall again submit such plans to the State and the State shall have an additional period of seven (7) days, or such longer period as mutually agreed to by the Parties, to either approve or disapprove, with reasonable explanation for such disapproval, or such plans shall be deemed approved. Notwithstanding anything contained herein to the contrary, the State shall have no approval rights over interior, non-structural alterations that do not affect any building systems and which cost less than Fifty Thousand and 00/100 Dollars (\$50,000.00) in the aggregate, except for signage which will be approved in accordance with Section 25 of this Lease.

In addition the Lessee reserve the right to make minor alterations or installations, including, but not limited to telephones, computers, and related equipment (including audio and visual related equipment), furniture, personal property and nonstructural furnishings and decorations such as painting and carpeting, to finish off and decorate the Demised Premises without approval of the State, provided those alternations or installations do not cause a change to the Building or its systems without submitting a TAR or obtaining prior approval from the Lessor. In such instances when a TAR is not required, the County will coordinate the work with the Building manager/onsite representative.

Any and all articles of personal property, including, without limitation, business and trade fixtures, machinery, computer equipment and other equipment (including audio visual related equipment), cabinets, furniture and moveable partitions, and water coolers, owned or installed by the County

are and shall remain the property of the County and may be removed by it at any time during the Term of the lease, any renewal, extension or holdover thereof.

- (b) In the event that pursuant to this section or otherwise, the Lessee is required or permitted to perform construction, finishing, decorating, alteration or improvement work to the Demised Premises or to make repairs thereto, all of the same shall be made or performed strictly in accordance with the following terms and conditions.
- (1) The Lessee shall, to the extent allowed under the law, indemnify and hold harmless the State, its officers, agents and employees, against the following distinct and several risks, whether they arise from acts or omissions of the Lessee, the State, their officers, agents and employees or of third persons, or from acts of God or of the public enemy, or otherwise excepting only risks to the extent resulting from the negligence of the State or its officers or employees, acting within the course and scope of their employment:
 - (i) The risk of loss or damage to all such construction, finishing, decorating, alteration, improvement, or repair work prior to the completion thereof. In the event of such loss or damage, the Lessee shall forthwith repair, replace, and make good the work without cost to the State.
 - (ii) The risk of death, injury, or damage, direct or consequential to the State, its officers, agents, and employees, and to its or their property, arising out of or in connection with the performance of the work. The Lessee shall indemnify the State, its officers, agents, and employees, for all such deaths, injuries and damages, and for all loss suffered by reason thereof.
 - (iii) The risk of claims and demands, just or unjust, by third persons against the State, its officers, agents, and employees arising or alleged to arise out of the performance of the work. The Lessee shall indemnify the State, its officers, agents, and employees, against and from (and shall reimburse to the State for the State's costs or expenses, including reasonable legal expenses, incurred in connection with the defense of) all such claims and demands.
 - (2) All work done pursuant to this section shall be done in accordance with drawings and specifications to be submitted to and approved by the State prior to the commencement of the work, except as otherwise set forth herein, and shall be done to its reasonable satisfaction, and shall be subject to its inspection during the progress of such work and after completion thereof; and the Lessee shall redo or replace, at its own expense, any work not reasonably approved by the State. Unless otherwise expressly provided herein, all workmanship and materials are required to be "first class."
 - (3) The Lessee shall pay all claims lawfully made against it by its contractors, subcontractors, material men and workmen and all claims lawfully made against it by other third persons arising out of or in connection with or because of the performance of the work and shall cause its contractors and subcontractors to pay all such claims lawfully made against them.
 - (4) Prior to the commencement of any work, the Lessee shall procure and maintain commercial general liability insurance (subject to the right of the Lessee to self-insure as provided in Section 25), or, if the work is to be done by an independent contractor, the Lessee shall require such contractor to procure and maintain such insurance in the name of the contractor; in either case, in limits not lower than those set forth for such categories of insurance in Section 25 of this Lease, naming the People of the State of New York, the New York State Office of General Services and their officers, agents and employees as additional insureds, and if not so set forth, then as may be reasonably specified in advance by the State. Proof of compliance shall be submitted to The New York State Office of General Services, Division of Real Estate, Leasing Services, The Governor Nelson A. Rockefeller Empire State Plaza, Corning Tower, 40th Floor, Albany, New York 12242 prior to the commencement of the work.

- (5) As soon as such construction, finishing, decorating, alteration or improvement or repair shall have been completed to the reasonable satisfaction of the State, then title thereto and property therein shall immediately and without execution of any further instrument vest in the State (excluding personal property, trade fixtures and equipment), and all such construction, finishes, decorations, alterations, improvements or repairs shall thereupon become and thereafter be part of the Demised Premises and on request the Lessee shall execute such documents confirming the same as the State may require. The Lessee remains liable for any liens filed against the Demised Premises for the construction activities permitted herein.

SECTION 24. SIGNS

The Lessee recognizes that a common design and finish plan will be adopted for the construction, development and finishing of corridor and open areas on the level or floor in which the Demised Premises are located and for certain interior portions of the Lessee's Demised Premises and other Lessee areas located on the said level or floor. Therefore, the Lessee shall not erect, maintain or display any signs, advertising, posters or similar items at or on the exterior parts of the Demised Premises or in the Demised Premises, without the prior written consent of the State, which consent shall not be unreasonably withheld, conditioned or delayed; and so long as such consent is not inconsistent with the standards and regulations of the Building, as that term is defined in Section 1 (d) of this Lease. Upon the expiration or earlier termination of this Lease, the Lessee shall, at its sole cost and expense, remove, obliterate, or paint out, as the State may direct, any signs, advertising, posters, or similar devices, and in connection therewith shall restore the area affected to the condition requested by the State.

SECTION 25. INSURANCE REQUIREMENTS

Notwithstanding anything to the contrary herein, the Lessee is self-insured, and the Lessor accepts the letter evidencing such self-insurance, which is annexed to this Lease as Schedule CD of this Lease, in lieu of compliance with the requirements of this section. In the event that during the Term of this Lease, the Renewal Term, if applicable, or any extension or holdover thereof, the Lessee is no longer self-insured, however, the Lessee agrees to notify the Lessor, in accordance with Section 16 of this Lease, of such change and, at its sole cost and expense, comply with the following insurance requirements within fifteen (15) business days of such change.

During the Term of this Lease, the Renewal Term, if applicable, and any holdover or extension thereof, the Lessee shall maintain in force, at its sole cost and expense, policies of insurance as required by this section. All insurance required by this section shall be written by companies that have an A.M. Best Company rating of "A-," Class "VII" or better. In addition, companies writing insurance intended to comply with the requirements of this section should be licensed or authorized by the New York State Department of Financial Services to issue insurance in the State of New York. The Lessor may, at its sole discretion, accept policies of insurance written by a non-authorized carrier or carriers when certificates and/or other policy documents are accompanied by a completed Excess Lines Association of New York (ELANY) affidavit or other documents demonstrating the company's strong financial rating. If, during the term of a policy, the carrier's A.M. Best rating falls below "A-," Class "VII," the insurance must be replaced, on or before the renewal date of the policy, with insurance that meets the requirements above.

The Lessee shall deliver to the State evidence of the insurance required by this section in a form acceptable to the State. Proof of compliance shall be submitted to The New York State Office of General Services, Division of Real Estate, Leasing Services, The Governor Nelson A. Rockefeller Empire State Plaza, Corning Tower, 40th Floor, Albany, New York 12242. Policies must be written in accordance with the requirements of the paragraphs below, as applicable. Acceptance and/or approval by the State does not, and shall not be construed to, relieve the Lessee of any obligations, responsibilities, or liabilities under this Lease.

The Lessee shall not take any action or omit to take any action that would suspend or invalidate any of the required coverages during the Term of this Lease, the Renewal Term, if applicable, and any holdover or extension thereof.

General Conditions

A. Conditions Applicable to Insurance. All policies of insurance required by this section shall comply with the following requirements:

- 1. Coverage Types and Policy Limits.** The types of coverage and policy limits required from the Lessee are specified below in Paragraph B-Insurance Requirements.
- 2. Policy Forms.** Except as otherwise specifically provided herein, or agreed to in writing by the State, all policies of insurance required by this section shall be written on an occurrence basis.
- 3. Certificate of Insurance/Notices.** The Lessee shall provide the State with a Certificate or Certificates of Insurance, in a form satisfactory to the State (i.e., an ACORD certificate), prior to the Commencement Date, and thereafter, pursuant to the timelines set forth in subsection A.13. below. Certificates shall reference the Lease number and shall name the New York State Office of General Services, Division of Real Estate, Leasing Services, The Governor Nelson A. Rockefeller Empire State Plaza, Corning Tower, 40th Floor, Albany, New York 12242 as the certificate holder.

Certificates of Insurance shall:

- Be in the form acceptable to the State and in accordance with the New York State Insurance Law (i.e.: an ACORD Certificate);
- Disclose any deductible, self-insured retention, aggregate limit or exclusion to the policy that materially changes the coverage required by this Lease;
- Be signed by an authorized representative of the referenced insurance carriers; and
- Contain the following language in the Description of Operations/Locations/Vehicles section: Additional insured protection afforded is on a primary and non-contributory basis. A waiver of subrogation is granted in favor of the additional insureds.

Only original documents (Certificate(s) and any endorsements and other attachments) or electronic versions of the same that can be directly traced back to the insurer, agent or broker via e-mail distribution or similar means will be accepted.

The State has not requested that the Lessee submit copies of its entire insurance policies. The State only requests specific documentation regarding proof of insurance coverage, such as certificates and endorsements. The Lessee is asked to refrain from submitting entire insurance policies. If an entire insurance policy is submitted but not requested, the State shall not be obligated to review and shall not be chargeable with knowledge of its contents. In addition, submission of an entire insurance policy not requested by the State does not constitute proof of compliance with the insurance requirements and does not discharge the Lessee from submitting the insurance documentation required by this section. The State reserves the right to request other proof of insurance, including, but not limited to, policies, and the Lessee agrees to comply with all reasonable requests.

- 4. Primary Coverage.** All liability insurance policies shall provide that the required coverage shall be primary and non-contributory to other insurance available to the State. Any other insurance maintained by the State shall be excess of and shall not contribute with the Lessee's insurance.
- 5. Breach for Lack of Proof of Coverage.** The Term of this Lease shall not commence if the coverage provisions and limits of the policies provided by the Lessee do not meet the provisions and requirements of this section or proof of compliance is not provided to the State. In addition, the failure to comply with the requirements of this section at any time during the Term of this Lease, the Renewal Term, if applicable, and any holdover or extension thereof, shall be considered a breach of the terms of this Lease and shall allow the State to avail itself of all remedies available under this Lease, at law or in equity.

6. ***Self-Insured Retention/Deductibles.*** Certificates of Insurance must indicate the applicable deductibles/self-insured retentions for each listed policy. Deductibles or self-insured retentions above \$100,000.00 are subject to approval from the State. Such approval shall not be unreasonably withheld, conditioned, or delayed. The Lessee shall be solely responsible for all claim expenses and loss payments within the deductibles or self-insured retentions. If the Lessee is providing the required insurance through self-insurance, evidence of the financial capacity to support the self-insurance program along with a description of that program, including, but not limited to, information regarding the use of a third-party administrator shall be provided upon request.
7. ***Subcontractors.*** Prior to the commencement of any work by a Subcontractor, the Lessee shall require such Subcontractor to procure policies of insurance as required by this section and maintain the same in force during the term of any work performed by that Subcontractor. An Additional Insured Endorsement CG 20 38 12 19 (or the equivalent) evidencing such coverage shall be provided to the Lessee prior to the commencement of any work by a subcontractor, pursuant to the timelines set forth in Section A.13, as applicable, and shall be provided to the State upon request. For subcontractors that are self-insured, the subcontractor shall be obligated to defend and indemnify the above-named additional insureds with respect to Commercial General Liability and Business Automobile Liability, in the same manner that the subcontractor would have been required to pursuant to this section had the subcontractor obtained such insurance policies.
8. ***Waiver of Subrogation.*** The Lessee shall cause to be included in its policies insuring against loss, damage or destruction by fire or other insured casualty a waiver of the Lessee's right of subrogation against The People of the State of New York, The New York State Office of General Services and their officers, agents, and employees, or, if such waiver is unobtainable provide one of the following to the State prior to the Commencement Date of this Lease: (i) an express agreement that such policy shall not be invalidated if the Lessee waives or has waived before the casualty, the right of recovery against The People of the State of New York, The New York State Office of General Services and their officers, agents, and employees or (ii) any other form of permission for the release of The People of the State of New York, The New York State Office of General Services and their officers, agents, and employees. A Waiver of Subrogation Endorsement shall be provided upon request. A blanket Waiver of Subrogation Endorsement evidencing such coverage is also acceptable.
9. ***Additional Insured.*** The Lessee shall cause to be included in each of the liability policies required below for all work and operations naming as additional insured (via ISO form CG 20 26 12 19 and form CA 20 48 10 13, or a form or forms that provide equivalent coverage). The People of the State of New York, The New York State Office of General Services and their officers, agents, and employees. An Additional Insured Endorsement, or the equivalent, evidencing such coverage shall be provided to the State prior to the Commencement Date and pursuant to the timelines set forth in Section A.13. below. A blanket Additional Insured Endorsement CG 20 38 12 19 (or the equivalent) evidencing such coverage is also acceptable. If the Lessee is self-insured, the Lessee shall be obligated to defend and indemnify the above-named additional insureds with respect to Commercial General Liability and Business Automobile Liability, in the same manner that the Lessee would have been required to pursuant to this section had the Lessee obtained such insurance policies, excluding the negligence of the State, or its officers or employees, acting in the course and scope of their employment.
10. ***Excess/Umbrella Liability Policies.*** Required insurance coverage limits may be provided through a combination of primary and excess/umbrella liability policies. If coverage limits are provided through excess/umbrella liability policies, then a Schedule of Underlying Insurance listing policy information for all underlying insurance policies (insurer, policy number, policy term, coverage, and limits of insurance), including proof that the excess/umbrella insurance follows form, must be provided upon request.

11. **Notice of Cancellation or Non-Renewal.** Policies shall be written so as to include the requirements for notice of cancellation or non-renewal in accordance with the New York State Insurance Law. Within five (5) Business Days, as that term is defined in Section 1 (a) of this Lease of receipt of any notice of cancellation or non-renewal of insurance, the Lessee shall provide the State with a copy of any such notice received from an insurer together with proof of replacement coverage that complies with the requirements of this section.

12. **Policy Renewal/Expiration.** Upon policy renewal/expiration, evidence of renewal or replacement of coverage that complies with the requirements of this section shall be delivered to the State. If, at any time during the Term of this Lease, the Renewal Term, if applicable, and any extension or holdover thereof, the coverage provisions and limits of the policies required herein do not meet the provisions and limits set forth in this section, or proof thereof is not provided to the State, the State shall have the right to avail themselves of all remedies available under this Lease, at law or in equity.

13. **Deadlines for Providing Insurance Documents after Renewal or Upon Request.** As set forth herein, certain insurance documents must be provided to the State after renewal or upon request. This requirement means that the Lessee shall provide the applicable insurance document to the State as soon as possible but in no event later than the following time periods:

- For certificates of insurance: five (5) Business Days, as that term is defined in Section 1(a) of this Lease, from request or renewal;
- For information on self-insurance or self-retention programs: fifteen (15) calendar days from request or renewal;
- For other requested documentation evidencing coverage: fifteen (15) calendar days from request or renewal;
- For additional insured and waiver of subrogation endorsements: thirty (30) calendar days from request or renewal; and
- For notice of cancellation or non-renewal and proof of replacement coverage that complies with the requirements of this section: five (5) Business Days, as that term is defined in Section 1(a) of this Lease, from request or renewal.

Notwithstanding the foregoing, if the Lessee shall have promptly requested the insurance documents from its broker or insurer and shall have thereafter diligently taken all steps necessary to obtain such documents from its insurer and submit them to the State, the State shall extend the time periods set forth above for a reasonable period that shall in no event exceed thirty (30) calendar days from request or renewal, whichever is later.

B. Insurance Requirements: The Lessee shall, at its own expense, obtain and maintain in full force and effect during the Term of this Lease, the Renewal Term, if applicable, and any extension or holdover thereof, the following insurance with limits not less than those described below, or as required by law, whichever is greater:

Insurance Type		Proof of Coverage is Due
Commercial General Liability	Not less than \$1,000,000 each occurrence	Prior to the Commencement Date, upon renewal and upon request.
General Aggregate	\$2,000,000	
Products – Completed Operations Aggregate	\$2,000,000	
Personal and Advertising Injury	\$1,000,000	
Damage to Rented Premises	\$500,000	
Medical Expenses Limit	\$5,000	
Business Automobile Liability Insurance	Not less than \$1,000,000 each occurrence	
Commercial Property Insurance	Not less than the Full Insurable Value	

1. **Commercial General Liability Insurance:** Such liability shall be written on the current edition of ISO occurrence form CG 00 01, or a substitute form providing equivalent coverage and shall cover liability arising from premises operations, independent contractors, products-completed operations, bodily injury, property damage and broad form contractual liability coverage, personal & advertising injury cross liability coverage, and liability assumed in a contract (including the tort liability of another assumed in a contract).

Coverage shall include, but not be limited to, the following:

- Premises liability;
- Independent contractors;
- Blanket contractual liability, including tort liability of another assumed in a contract;
- Defense and/or indemnification obligations, including obligations assumed under this Lease; and
- Cross liability for additional insureds.

If at any time during the Term of this Lease, the Renewal Term, if applicable, and any holdover or extension thereof, the Lessee conducts operations at more than one location, the policy shall contain an endorsement to the effect that the general aggregate limit in the policy shall apply separately to each location operated by the Lessee.

2. **Comprehensive Business Automobile Liability Insurance:** Such insurance shall cover liability arising out of automobiles used in connection with performance under this Lease, including owned, leased, hired and non-owned automobiles bearing or, under the circumstances under which they are being used, required by the Motor Vehicles Laws of the State of New York to bear, license plates. If performance under this Lease shall require the removal of hazardous waste from the Building, as that term is defined in Section 1 (d) of this Lease, or the Demised Premises or other transporting of hazardous materials, pollution liability coverage for covered autos shall be provided by Form CA 9 48 03 06 or Form CA 00 12 03 06 and the Motor Carrier Act Endorsement (MCS90) shall be attached to the policy.

In the event that the Lessee does not own, lease or hire any automobiles used in connection with performance under this Lease, the Lessee does not need to obtain Comprehensive Business Automobile Liability Insurance, but must attest to the fact that the Lessee does not own, lease or hire any automobiles used in connection with performance under this Lease on a form provided by the State. If, however, during the Term of this Lease, the Renewal Term, if applicable, and any holdover or extension thereof, the Lessee acquires, leases or hires any automobiles that will be used in connection with performance under this Lease, the Lessee must obtain Comprehensive Business Automobile Liability Insurance that meets all of the requirements of this section and provide proof of such coverage to the State within ten (10) days following the date the coverage is bound.

3. **Commercial Property Insurance:** Such insurance shall cover the Demised Premises in an amount not less than the Full Insurable Value of the Demised Premises covering, at a minimum, the perils insured under the ISO Special Causes of Loss Form CP 10 30, or the equivalent, including coverage for loss caused by enforcement of ordinances or laws to the extent it is commercially available. Full Insurable Value shall mean actual replacement cost of the real property (exclusive of the cost of non-insurable portions thereof, such as excavation, foundations and footings).

SECTION 26. WORKERS' COMPENSATION INSURANCE & DISABILITY BENEFITS COVERAGE

Notwithstanding anything to the contrary herein, the Parties understand that the Lessee is self-insured, and the Lessor accepts the letter evidencing such self-insurance, which is annexed to this Lease as Schedule C of this Lease, in lieu of compliance with the requirements of this section. In the event that during the Term of this Lease, the Renewal Term, if applicable, or any extension

or holdover thereof, the Lessee is no longer self-insured, however, the Lessee agrees to notify the Lessor, in accordance with Section 16 of this Lease, of such change and, at its sole cost and expense, comply with the following insurance requirements.

Sections 57 and 220 of the New York State Workers' Compensation Law require the heads of all municipal and State entities to ensure that businesses applying for leases, permits, licenses or contracts have appropriate workers' compensation and disability benefits insurance coverage. These requirements apply to both original issuances and renewals, whether the governmental agency is having the work done or is simply issuing the lease, permit, license, or contract. The Lessee must submit proof to the State that it has workers' compensation and disability benefits coverage as required by the New York State Workers' Compensation Law, or proof that it is legally exempt from obtaining such coverage in compliance with the New York State Workers' Compensation Law. Proof of compliance must be submitted on one of the forms designated by the New York State Workers' Compensation Board. **An ACORD form is not acceptable proof of New York State workers' compensation or disability benefits insurance coverage.**

Breach for lack of proof of coverage: The Term of this Lease shall not commence if the coverage provisions and limits of the policies provided by the Lessee do not meet the provisions and requirements of the New York State Workers' Compensation Law or proof of compliance is not provided to the State. In addition, the failure to comply with the requirements of this section at any time during the Term of this Lease, the Renewal Term, if applicable, and any holdover or extension thereof, shall be considered a breach of the terms of this Lease and shall allow the State to avail itself of all remedies available under this Lease or at law or in equity.

Prior to the commencement of any work by a Subcontractor, the Lessee shall require such Subcontractor to comply with and maintain compliance with the requirements of this Section during the term of any work performed by that Subcontractor.

Proof of Compliance with the Workers' Compensation Coverage Requirements:

In order to provide proof of compliance with the requirements of the New York State Workers' Compensation Law pertaining to workers' compensation coverage, the Lessee shall provide one of the following forms to the State prior to execution of this Lease by the Commissioner:

- A) Form CE-200, *Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required*, which is available on the New York State Workers' Compensation Board's website (www.businessexpress.ny.gov);
- B) Form C-105.2 (9/07), *Certificate of Workers' Compensation Insurance*, sent to the State by the Lessee's insurance carrier upon request, or if coverage is provided by the New York State Insurance Fund, they will provide Form U-26.3 to the State upon request; or
- C) Form SI-12, *Certificate of Workers' Compensation Self-Insurance*, available from the New York State Workers' Compensation Board's Self-Insurance Office, or Form GSI-105.2, *Certificate of Participation in Workers' Compensation Group Self-Insurance*, available from the Lessee's Group Self-Insurance Administrator.

Proof of Compliance with the Disability Benefits Coverage Requirements:

In order to provide proof of compliance with the requirements of the New York State Workers' Compensation Law pertaining to disability benefits, the Lessee shall provide one of the following forms to the State prior to execution of this Lease by the Commissioner:

- A) Form CE-200, *Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required*, which is available on the New York State Workers' Compensation Board's website (www.businessexpress.ny.gov);
- B) Form DB-120.1, *Certificate of Disability Benefits Insurance*, sent to the State by

the Lessee's insurance carrier upon request; or

- C) Form DB-155, *Certificate of Disability Benefits Self-Insurance*, available from the New York State Workers' Compensation Board's Self-Insurance Office.

Information clarifying the New York State Workers' Compensation Law requirements is available at the New York State Workers' Compensation Board's website, <http://www.wcb.ny.gov/content/main/Employers/requirements-businesses-applying-government-permits-licenses-contracts.pdf>.

Proof of compliance shall be submitted to The New York State Office of General Services, Division of Real Estate, Leasing Services, The Governor Nelson A. Rockefeller Empire State Plaza, Corning Tower, 40th Floor, Albany, New York 12242.

SECTION 27. NON-LIABILITY OF INDIVIDUALS

Neither the Commissioner of General Services nor any officer, agent or employee of the State shall be charged personally by the Lessee with any liability or held liable to it under any term or provision of this Lease Agreement or because of its execution or attempted execution or because of any breach or attempted or alleged breach thereof.

SECTION 28. CASUALTY

- (a) In the event that, as a result of a casualty, whether (i) insured against by the State or (ii) intended and deemed by the State to be the subject of its general plan to provide against and cover such casualty or loss by self-insurance or self-retention, the Demised Premises is damaged without the fault of the Lessee, its officers, members, employees, customers, guests, invitees or other persons who are doing business with the Lessee, or who are at the Demised Premises with the Lessee's consent, so as to render the Demised Premises untenantable in whole or part, then:
- (1) If the State finds that the necessary repairs or rebuilding can be completed within ninety (90) days after the occurrence of the damage, the State shall repair or rebuild with due diligence, and Operating Expense Payments shall be abated for the period from the Occurrence of the damage to the completion of the repairs or building, whether or not the work of repair or rebuilding is actually completed within the said ninety (90) days; or
 - (2) If the State finds that such repairs or rebuilding cannot be completed within ninety (90) days after the occurrence of the damage, or if the State concludes that areas other than the Demised Premises also require rebuilding, then the State shall have the options: (i) to proceed with due diligence to repair or to rebuild the Demised Premises as necessary; and the Operating Expense Payments shall be abated for the period from the occurrence of the damage to the completion of repair and rebuilding of the Demised Premises, or (ii) to terminate this Lease as to the entire Demised Premises, and the Operating Expense Payments shall be abated for the period from the period from the occurrence of the damage to the effective date of the termination.

In the event that the casualty is due to the fault of the Lessee, its officers, members, employees, customers, guests, invitees or other persons who are doing business with the Lessee, or who are at the Demised Premises with the Lessee's consent, then, the State shall repair or rebuild the Demised Premises, with due diligence, at the Lessee's sole cost and expense. The State's cost thereof shall be paid within twenty (20) days of demand.

- (b) The Parties do hereby stipulate that neither the provisions of Section 227 of the Real Property Law of the State of New York nor those of any other similar statute shall be extended or apply to this Lease Agreement.
- (c) The Lessee shall give the State immediate notice, in compliance with Section 16 of this Lease, in case of fire, accident or casualty to the Demised Premises or elsewhere in the Building, as that term is defined in Section 1 (d) of this Lease, if the occurrence elsewhere in the Building, as that term is defined in Section 1 (d) of this Lease, is known to and

involves the Lessee, its officers, members, employees, agents, representatives, contractors, or is known to any of them and involves customers, guests or invitees of the Lessee.

- (d) In the event of a partial or total destruction of the Demised Premises, the Lessee shall immediately remove any and all of its property and debris from the Demised Premises or the portion thereof destroyed, and if the Lessee does not promptly so remove, the State may remove the Lessee's property to a public warehouse for deposit or retain the same in its own possession and sell the same at public auction, the proceeds of which shall be applied first to the expenses of removal, storage and sale, and second to any sums owed by the Lessee to the State, with any balance remaining to be paid to the Lessee; if the expenses of such removal, storage and sale shall exceed the proceeds of sale, the Lessee shall pay such excess to the State upon demand, as additional rent.
- (e) The Lessee shall have the right to terminate this Lease if the damage is such that: (a) the Demised Premises cannot be (or are not) restored within one hundred eighty (180) days from the date of damage; (b) the damage or destruction is caused by a peril not required to be insured against hereunder; or (c) the damage or destruction occurs during the last two (2) years of the Term (or during any renewal, extension or holdover thereof).

SECTION 29. INDEMNITY

Excluding the gross negligence of the State, or its officers or employees, acting in the course and scope of their employment, the Lessee shall indemnify and hold harmless the State, its officers, agents and employees from (and shall reimburse the State for the State's costs or expenses, including reasonable legal expenses incurred in connection with the defense of) all claims and demands of third persons including, but not limited to, those for death, personal injuries, or property damages, arising out of any default of the Lessee in performing or observing any term or provision of this Lease, or out of the Use, as that term is defined in Section 4 of this Lease, or occupancy of the Demised Premises, by the Lessee or by others with its consent, or out of any of the acts or omissions of the Lessee, its officers, members, employees, agents, representatives, contractors, customers, guests, invitees and other persons who are doing business with the Lessee's consent where such acts or omissions are on the Demised Premises, or arising out of any acts or omissions of the Lessee, its officers, members, employees, agents and representatives where such acts or omissions are elsewhere in the Building, as that term is defined in Section 1(d) of this Lease. If so directed, the Lessee shall, at its own expense, defend any suit based upon any such claim or demand even if such suit, claim, or demand is groundless, false, or fraudulent.

Notwithstanding the foregoing, subject to the availability of lawful appropriations and consistent with Section 8 of the New York State Court of Claims Act, the State shall hold the Lessee harmless from and indemnify it for any final judgment of a court of competent jurisdiction to the extent attributable to the negligence of the State or of its officers or employees when acting within the course and scope of their employment, with respect to this section.

SECTION 30. RENEWAL

So long as the Lessee is not then in default under this Lease beyond the expiration of any applicable cure period, the Lessee shall have the option to renew this Lease for an additional term of five (5) years (the foregoing is hereinafter referred to as the "Renewal Term") subject to the terms set out below. The Lessee shall exercise its renewal option (the foregoing is hereinafter referred to as the "Renewal Option") by notifying the Lessor in writing, in accordance with Section 16 of this Lease, of its exercise of the Renewal Option (the foregoing is hereinafter referred to as the "Renewal Notice") not fewer than ninety (90) days prior to the end of the Term. Within thirty (30) days of the Lessor's receipt of the Lessee's Renewal Notice, the Lessor shall notify the Lessee in writing, in accordance with Section 16 of this Lease, that it agrees to the Lessee's exercise of the Renewal Option and the Parties shall commence the process of executing a renewal agreement (the foregoing shall hereinafter referred to as the "Renewal Agreement") memorializing the agreement of the Parties as to the terms that shall govern during the Renewal Term or (b) the Lessor shall notify the Lessee in writing, in accordance with Section 16 of this Lease, within the thirty (30) day period if it does not agree to the Lessee's exercise of the Renewal Option, in which case the Lessee shall be deemed without further notice and without further agreement between the Parties to have elected not to exercise its option for said Renewal Term and any prior exercise of the Renewal Option for that Renewal Term is deemed revoked, and the Lease shall terminate on the Termination Date.

The renewal of this Lease shall be binding upon the Parties and their respective successors and assigns upon the full completion of the (i) execution of the Renewal Agreement by all necessary Parties, subject to the Lessee receiving all necessary legal approvals; (ii) approval of the Renewal Agreement by the Office of the Attorney General, as to form, and the Office of the New York State Comptroller, as necessary, and the Office of the County Attorney; and (iii) delivery of the fully executed and approved Renewal Agreement to the Lessee by the Lessor.

SECTION 31. NEW LESSEE/NON-ASSIGNMENT

Pursuant to Section 138 of the New York State Finance Law, the Lessee is prohibited from assigning, transferring, conveying, sub-letting or otherwise disposing of this Lease, or its right, title or interest therein, or its power to execute this Lease to another person, company or corporation without the previous consent in writing of the department or official awarding the same; provided, however, any consent shall not be unreasonably withheld, conditioned, delayed or denied. Therefore, prior to any such transfer, the Lessee shall submit a request, in accordance with Section 16 of this Lease, to the State for consent to the same. The Lessee's request shall include submission of a properly completed and executed Lease Assignment Agreement, a sample of which is attached to this Lease as Exhibit 3, all necessary documentation (Substitute W-9, attached hereto as Exhibit 4, and the Retail Disclosure Sheet, attached hereto as Form 1). Copies of these forms may be obtained through a written request made in accordance with the provisions of Section 16 of this Lease. The consent required by this section shall not be unreasonably withheld, conditioned, or delayed. When making such requests, the Lessee should allow ample time for the review and approval of the same by the State.

In addition, in the event that the Lessee changes its name, but not its federal identification number, the Lessee is required to notify the State of the change within ten (10) Business Days, as that term is defined in Section 1 (a) of the effective date of such change, by submitting written notification to the State in accordance with Section 16 of this Lease. The Lessee shall also be responsible for making all necessary changes to its profile in the Statewide Financial System by contacting the Statewide Financial System Vendor Management Unit. The web address for the Statewide Financial System is: <https://esupplier.sfs.ny.gov/psp/fscm/SUPPLIER/?cmd=login>.

SECTION 32. TERMINATION

- (a) If any one or more of the following events shall occur, that is to say:
- (1) The Lessee shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, in any State thereof, or consent to the appointment of a receiver, trustee, or liquidator of all or substantially all its property; or
 - (2) This Lease or the interest or estate of the Lessee under this Lease shall be transferred to pass to or devolve upon, by operation of law or otherwise, any other person, firm, or corporation without the consent of the State, to the extent required hereunder; or
 - (3) The Lessee, if a corporation, shall, without the prior consent of the State, make a change that results in a change in the Federal Identification Number of the Lessee by becoming (i) a possessor or merged corporation in a merger; or (ii) a constituent corporation in a consolidation; or (iii) a corporation in a dissolution; or
 - (4) The Lessee is a partnership, and the said partnership shall be dissolved as the result of any act or omission of its partners or any of them, or by operation of law or by order or decree of any court having jurisdiction or for any other reason whatsoever; or
 - (5) By or pursuant to, or under authority of any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or officer, a receiver, trustee, or liquidator shall take possession or control of all or substantially all the property of the Lessee, or any execution or attachment shall be issued against the Lessee or any of its property, whereupon possession of the Demised Premises shall be taken by someone other than the Lessee, and any such possession or control shall continue in effect for a period of fifteen (15) calendar days; or

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- (6) Any lien is filed against the Demised Premises because of any act or omission of the Lessee and is not removed or bonded against to stay the effect of the lien, within thirty (30) calendar days; or
 - (7) The Lessee shall voluntarily abandon, desert, vacate or discontinue its Use, as that term is defined in Section 4 of this Lease (excluding permitted closures as set forth herein) in the Demised Premises, or, after exhausting or abandoning any right of further appeal, the Lessee shall be prevented for a period of thirty (30) calendar days by action of any governmental agency from conducting its business in the Demised Premises, regardless of the fault of the Lessee; or
 - (8) The Lessee shall fail duly and punctually to pay the Operating Expense Payment, as that term is defined in Section 7 of this Lease, or to make any other payment required hereunder within thirty (30) days after written notice that the same is due to the State; or
 - (9) The Lessee shall fail to keep, perform and observe each and every other promise, covenant and agreement set forth in this Lease on its part to be kept, performed, or observed, within thirty (30) calendar days after receipt of notice of default thereunder from the State except where fulfillment of its obligation requires activity over a period of time, and the Lessee shall have commenced to perform whatever may be required for fulfillment within thirty (30) calendar days after receipt of notice and continues such performance without interruption except for Force Majeure, as defined in Section 21 (a) of this Lease; or
 - (10) If this Lease shall require a guarantor of one or more of the Lessee's obligations under this Lease and any of the events described in subparagraphs (1) or (5) above shall occur to or with respect to the guarantor (whether or not they shall also occur to or with respect to the Lessee);

Then, upon the occurrence of any such event or at any time thereafter during the continuance thereof, the State may by five (5) calendar days' notice terminate this Lease, such termination to be effective upon the date specified in such notice. Such right of termination and the exercise thereof shall be and operate as a conditional limitation.

Notwithstanding anything to the contrary contained in this Lease, the State shall also have the right to terminate this Lease in accordance with the following:

- i. **For Cause:** This Lease may be terminated upon thirty (30) calendar days' (or other specified period) written notice, in accordance with Section 16 of this Lease, for a material breach that remains uncured (except if the nature of the breach is such that more than 30 days are required for its performance, then the Lessee shall not be in default if it commences to cure within the 30 day period and thereafter diligently pursues the cure to completion), situations where the Lessee becomes unable or incapable of performing or meeting any requirements or qualifications set forth in this Lease, non-performance, or upon a determination that the Lessee is non-responsible.

ii. .

For Non-Responsibility: The Lessee agrees that the Commissioner may terminate this Lease if it is found by the State that the Lessee's responses to the Retail Disclosure Sheet were intentionally false or incomplete. In addition, upon written notice, in accordance with Section 16 of this Lease, to the Lessee, and a reasonable opportunity to be heard with appropriate officials of the Lessor, this Lease may be terminated by the Commissioner or his or her designee at the Lessee's expense where the Lessee is determined by the Commissioner or her designee to be non-responsible. In either event, the Commissioner or her designee may pursue available legal or equitable remedies for breach. In no case shall such a termination of the Lease by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, that may be sustained by the Lessee as a result of such a termination.

- iii. **Upon Conviction of Certain Crimes:** The Commissioner of General Services reserves the right to terminate this Lease in the event that it is found that a member, partner, director or officer of the Lessee is convicted of one or more of the following: Bribery involving Public Servants and Related Offenses as defined in

Article 200 of the New York State Penal Law; Corrupting the Government as defined in Article 496 of the New York State Penal Law or Defrauding the Government as defined in Section 195.20 of the New York State Penal Law.

- (b) If any of the events enumerated in paragraph (a) of this section shall occur prior to the Commencement Date, as that term is defined in Section 5 of this Lease, the State, upon the occurrence of any such event or at any time thereafter during the continuance thereof by twenty-four (24) hours' notice, provided in compliance with Section 16 of this Lease, may cancel the interest of the Lessee under this Lease Agreement, such cancellation to be effective upon the date specified in such notice and the Lessee shall be required to immediately vacate the Demised Premises or shall not be allowed to take possession of the Demised Premises.
- (c) No acceptance by the State of the Operating Expense Payment, as that term is defined in Section 7 of this Lease, fees, charges or other payments in whole or in part for any period or periods after a default in any of the terms, covenants and conditions to be performed, kept or observed by the Lessee shall be deemed a waiver of any right on the part of the State to terminate this Lease.
- (d) No waiver by the State of any default on the part of the Lessee in performance of any of the terms, covenants, or conditions hereof to be performed, kept, or observed by the Lessee shall be or be construed to be a waiver by the State of any other or subsequent default in performance of any of the said terms, covenants, and conditions.
- (e) The rights of termination described above shall be in addition to any other rights of termination provided in this Lease Agreement and in addition to any rights and remedies that the State would have at law or in equity consequent upon any breach of this Lease by the Lessee, and the exercise by the State of any right of termination shall be without prejudice to any other such rights and remedies.
- (f) The Lessee shall not interpose any non-compulsory counterclaims in any summary proceeding or action for non-payment of the Operating Expense Payment, as that term is defined in Section 7 of this Lease, or any other charges due and payable hereunder, which may be brought by the State.

The Lessee shall not be subject to any consequential damages as a result of a Lessee default hereunder, other than with respect to a holdover by the Lessee.

Notwithstanding any other provision hereof, the State shall reasonably mitigate any damages incurred as a result of the Lessee's default hereunder. The State's duty to mitigate damages shall be deemed satisfied if the State reasonably markets the Demised Premises and subsequently deals with any lessee prospects in a reasonable manner.

The Lessee shall have the right to terminate the Lease the event there is a breach or default by the State with respect to any of the provisions of the Lease Agreement, and the State fails to cure the breach or default within thirty (30) days after the receipt of written notice from the Lessee to cure a failure to do, observe, keep and perform any of the terms, covenants, conditions, agreements or provisions of this Lease (except if the nature of the State's obligation is such that more than thirty (30) days are required for its performance, then the State shall not be deemed in default if it commences performance within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion). Upon the failure of the State to cure the breach or default as provided for herein, the County shall have the right to terminate the Lease upon written notice to the State.

SECTION 33. LABOR DISTURBANCE

If any type of strike, boycott, picketing, work stoppage, slow down or other labor activity is directed against the Lessee at the Building, as that term is defined in Section 1 (d) of this Lease, or against the Lessee's Use, as that term is defined in Section 4 of this Lease, pursuant to this Lease Agreement that in the reasonable opinion of the State adversely affects or is likely to adversely affect the operation of the Building, as that term is defined in Section 1 (d) of this Lease, or the operations of other lessees or permittees, whether or not the same is due to the fault of the Lessee or is caused by the employees of the Lessee or of others, the Lessee shall reasonably cooperate with the State to put an end to such actions as soon as possible.

SECTION 34. REMEDIES AND SUITS AGAINST THE LESSEE

All remedies provided in this Lease Agreement shall be deemed cumulative and additional and not in lieu of or exclusive of each other or of any other remedy available to the State under this Lease, at law or in equity. In the event of a breach or threatened breach by the Lessee of any term, covenant, condition or provision of this Lease Agreement, the State shall have the right of injunction and the right to invoke any other remedy allowed by law or in equity as if termination, re-entry, summary proceedings and any other specific remedies including without limitation thereto, indemnity and reimbursement, were not mentioned herein, and neither the mention thereof nor the pursuance or exercise or failure to pursue or exercise any right or remedy shall preclude the pursuance or exercise of any other right or remedy.

SECTION 35. SURRENDER

- (a) The Lessee shall promptly yield and deliver peaceably to the State possession of the Demised Premises on the date of the termination of this Lease, whether such termination be by expiration or otherwise. The Demised Premises shall be returned to the State in the condition in which the Lessee is required to maintain the Demised Premises hereunder, reasonable wear and tear excepted.
- (b) Notwithstanding the foregoing and the requirements pertaining to the removal of personal property set forth in Section 8 of this Lease, in the event that the Lessee leaves any personal property in the Demised Premises or the Building, as that term is defined in Section 1 (d) of this Lease, after the termination or expiration of this Lease, the State shall have the same rights with respect to such property as it has in the event of casualty under paragraph (d) of Section 28 of this Lease Agreement entitled "Casualty."

SECTION 36. ACCEPTANCE OF SURRENDER OF LEASE

No agreement of surrender or to accept a surrender shall be valid unless and until the same shall have been reduced to writing and signed by the duly authorized representatives of the State and of the Lessee. Except as expressly provided in this section, neither the doing of, nor any omission to do, any act or thing, by any of the officers, agents, or employees of the State, shall be deemed an acceptance of a surrender of this Lease Agreement. Without limiting the foregoing, no employee or officer of the State shall be authorized to accept the keys to the Demised Premises prior to the Expiration Date of the Lease as fixed in Section 5 (a) of this Agreement entitled "Term," or the sooner termination of this Lease, and no delivery of keys by the Lessee shall constitute a termination of this Lease Agreement or acceptance of surrender.

SECTION 37. WAIVER OF REDEMPTION

The Lessee hereby waives any and all rights of redemption, granted by or under any present or future law, arising in the event it is evicted or dispossessed for any cause, or in the event the State obtains or regains possession of the Demised Premises in any lawful manner.

SECTION 38. CONTINUITY OF OPERATIONS

To assure continuity of the Use, as that term is defined in Section 4 of this Lease, upon the Expiration Date or any other termination hereunder, the Lessee shall be able to continue its occupancy as a month-to-month tenancy at the option of the State upon the Lessee's consent. During the term of such temporary extension, the Lessee shall be bound by all of the terms and conditions of this Lease Agreement.

SECTION 39. HOLDING OVER

If the Lessee remains in possession of all or any part of the Demised Premises after the Expiration Date, without the express or implied consent of the State: (a) such tenancy will be deemed to be a periodic tenancy from month-to-month only; (b) such tenancy will not constitute a renewal or extension of this Lease for any further term; and (c) such tenancy may be terminated by the State upon the earlier of thirty (30) days' prior, written notice or the earliest date permitted by law. In such event, the Operating Expense Payment, as that is defined in Section 7 of this Lease, any other sums due under this Lease, including but not limited to additional rent, will be payable in the amount and at the times specified in this Lease Agreement. Such month-to-month

tenancy will be subject to every other term, condition, and covenant contained in this Lease Agreement.

SECTION 40. STATE REMEDIES FOR SERVICES NOT PERFORMED

- (a) If the Lessee shall fail or refuse to perform any of its obligations under this Lease after the expiration of any applicable notice and cure period, the State in addition to all other remedies available to it, shall have the right to perform any of the same and the Lessee shall pay the State's cost thereof, or if the State is required or elects to pay any sum or sums or incurs any obligations, expense or cost that the Lessee has agreed to pay or reimburse the State for, or if the State is required or elects to pay any sum or sums or incurs any obligations, expense or cost by reason of the failure, neglect or refusal of the Lessee to perform or fulfill any one or more of the conditions, covenants or agreements contained in this Lease, or as a result of an act or omission of the Lessee contrary to the said conditions, covenants and agreements, including any legal expense or cost in connection with any actions or proceedings brought by the State against the Lessee or by third parties against the State, the Lessee agrees to pay the sum or sums so paid or the expense and the State's cost so incurred, including all interest costs, damages and penalties, and each and every part of the same shall be and become additional rent.
- (b) "Cost" or "Costs" of the State in this Lease shall mean and include (i) cost of the participation in other pension plans or systems, insurance costs, sick leave pay, holiday, vacation, authorized absence pay or other fringe benefits; (ii) cost of materials, supplies and equipment used (including rent thereof); (iii) payments to contractors; and (iv) any other direct costs.
- (c) Whenever any default, request, action, or inaction by the Lessee causes the State to incur fees or any other expenses, the Lessee agrees that it shall pay and/or reimburse the State for such fees, costs, or expenses within twenty (20) calendar days after being billed therefor.

If any monies owing by the Lessee under this Lease Agreement are not paid in accordance with the payment provisions set forth herein, the Lessee shall pay to the State, as additional rent under this Lease, the greater of (i) interest thereon, at the rate of five percent (5%) of the amount due; or (ii) a late charge of Fifty and 00/100 Dollars (\$50.00) that shall be enforceable at any time after the payment of such monies shall become due without the necessity of any billing therefor, and the same shall be in addition to such other remedies the State may have pursuant to this Lease, at law or in equity.

Notwithstanding the foregoing, for the first two (2) times in any calendar year that the Lessee has failed to pay any such monthly installment of the Operating Expense Payment, as that term is defined in Section 7 of this Lease, or the payment of additional rent, such interest and late charge shall not apply unless the Lessee has failed to make such payments within ten (10) days of receipt of the State's written notice of such delinquency. The State shall not be required to give the Lessee such notice more than twice in any calendar year prior to assessing such interest and late charge.

SECTION 41. RIGHTS OF ENTRY RESERVED

- (a) The State, by its officers, employees, agents, representatives and contractors shall have the right at all reasonable times upon reasonable advance notice (except in an emergency situation) to enter the Demised Premises for the purpose of inspecting the same, for observing the performance by the Lessee of its obligations under this Lease Agreement, and for the doing of any act or thing that the State may be obligated or have the right to do under this Lease Agreement or otherwise. The Lessee upon request from the State shall demonstrate or operate any equipment, appliances, fixtures, or machinery used in connection with its Use, as that term is defined in Section 4 of this Lease, hereunder.
- (b) At any time and from time to time during Normal Business Hours, as that term is defined in Section 4 of this Lease, within the six (6) months next preceding the expiration of the Term, the State, by its agents and employees, whether or not accompanied by prospective lessees, occupiers or users of the Demised Premises, shall have the right to enter thereon for the purpose of exhibiting and viewing all parts of the same.

- (c) The Lessee shall not make any unreasonable claim or demand for damages based upon the exercise of any or all of the foregoing rights by the State or others. The State shall not be subject to consequential damages.

SECTION 42. RIGHT OF RE-ENTRY

The State shall, as an additional remedy upon the giving of a notice of termination as provided in Section 32 of this Lease Agreement entitled "Termination," have the right to re-enter the Demised Premises and every part thereof upon the effective date of termination without further notice of any kind and may regain and resume possession either with or without the institution of summary or any other legal proceedings or otherwise. Such re-entry or regaining or resumption of possession, however, shall not in any manner affect, alter, or diminish any of the obligations of the Lessee under this Lease Agreement, and shall in no event constitute an acceptance of surrender as provided in Section 36.

SECTION 43. SURVIVAL OF THE OBLIGATIONS OF THE LESSEE

- (a) In the event that this Lease shall have been terminated in accordance with a notice of termination as provided in Section 32 of this Lease Agreement entitled "Termination," or the interest of the Lessee canceled pursuant thereto, or in the event that the State has re-entered, regained or resumed possession of the Demised Premises in accordance with the provisions of Section 42 of this Lease Agreement entitled "Right of Re-entry," all the obligations of the Lessee under this Lease Agreement shall survive such termination or cancellation, re-entry, regaining or resumption of possession and shall remain in full force and effect for the full Term of this Lease Agreement, the Renewal Term, if applicable, and any holdover or extension thereof, and the amount of damages or deficiency shall become due and payable, as more specifically stated in paragraph (b) below, to the State to the same extent, at the same time or times and in the same manner as if no termination, cancellation, re-entry, regaining or possession had taken place.
- (b) Immediately upon any termination or cancellation pursuant to Section 32 of this Lease Agreement entitled "Termination," or upon any reentry, regaining or resumption of possession in accordance with Section 42 of this Agreement entitled "Right of Re-entry," there shall become due and payable by the Lessee to the State, in addition to the Operating Expense Payment, as that term is defined in Section 7 of this Lease, accrued prior to the effective date of termination, without notice or demand and as damages, the sum of the following:
- (1) the amount of all unfulfilled monetary obligations of the Lessee under this Lease Agreement, including without limitation thereto, all sums constituting additional rent hereunder and the cost to and expenses of the State for fulfilling all other obligations of the Lessee which would have accrued or matured during the balance of the Term or on the Termination Date originally fixed or within a stated time after expiration or termination; and
 - (2) an amount equal to the cost to and the expenses of the State in connection with the termination, cancellation, regaining possession and restoring and reletting the Demised Premises, the State's legal expenses and cost, and the State's cost and expenses for the care and maintenance of the Demised Premises during any period of vacancy, and any brokerage fees and commissions in connection with any reletting; and
 - (3) subject to the provisions of paragraph (c) below, it is understood and agreed that any damages sought pursuant to this section shall not affect or be construed to affect the State's right to damages in the event of termination or cancellation (or re-entry, regaining or resumption of possession) where the Lessee has not received any actual Gross Receipts under this Lease.
- (c) The State may at any time bring an action to recover all damages as set forth above not previously recovered in separate actions, or it may bring separate actions to recover the items of damages set forth in subparagraphs (1) and (2) of paragraph (b) above, and separate actions periodically to recover from time to time only such portion of the damages set forth in subparagraph (3) of paragraph (b) above as would have accrued as the Operating Expense Payment, as that term is defined in Section 7 of this Lease, up to the time of the

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action if there had been no termination or cancellation. In any such action the Lessee shall be allowed a credit against its survived damages obligations equal to the amounts that the State shall have actually received from any lessee, licensee, permittee or other occupier of the Demised Premises or a part thereof during the period for which damages are sought, and if recovery is sought for a period subsequent to the date of suit a credit equal to the market rental value of the Demised Premises during such period (discounted to reflect the then present value thereof). If, at the time of such action the State has re-let the Demised Premises, the rent for the Demised Premises obtained through such re-letting shall be deemed to be the market rental value of the Demised Premises or be deemed to be the basis for computing such market rental value if less than the entire Demised Premises were re-let. In no event shall any credit allowed to the Lessee against its damages for any period exceed the then present value of the Operating Expense Payment, as that term is defined in Section 7 of this Lease, that would have been payable under this Lease Agreement during such period if a termination or cancellation had not taken place. In determining the present value of the Operating Expense Payment, as that term is defined in Section 7 of this Lease, an interest rate of five percent (5%) per annum shall be used.

SECTION 44. RE-LETTING BY THE STATE

The State, upon termination or cancellation pursuant to Section 32 of this Lease Agreement entitled "Termination," or upon any re-entry, regaining or resumption of possession pursuant to Section 42 of this Lease Agreement entitled "Right of Re-entry," may occupy the Demised Premises or may re-let the Demised Premises and shall have the right to permit any person, firm or corporation to enter upon the Demised Premises and use the same. The State may grant free rent or other concessions, and such re-letting may be for only part of the Demised Premises or of the Demised Premises or a part thereof, together with other space that is not part of the Demised Premises, and for a period of time the same as or different from the balance of the Term hereunder remaining, and on terms and conditions and for purposes the same as or different from those set forth in this Lease Agreement. The State shall also, upon termination or cancellation pursuant to Section 32 of this Lease Agreement entitled "Termination," or upon its re-entry, regaining or resumption of possession pursuant to Section 42 of this Lease Agreement entitled "Right of Re-entry," have the right to repair or to make structural or other changes in the Demised Premises, including changes that alter the character of the Demised Premises and the suitability thereof for the purposes of the Lessee under this Lease Agreement, without affecting, altering or diminishing the obligations of the Lessee hereunder. In the event either of any re-letting or of any actual use and occupancy by the State (the mere right to use and occupy not being sufficient however), there shall be credited to the account of the Lessee against its survived obligations hereunder any net amount remaining after deducting from the amount actually received from any lessee, licensee, permittee or other occupier as the rent or fee for the use of the said Demised Premises or portion thereof during the balance of the Term as the same is originally stated in Section 5 of this Lease Agreement, or from the market value of the use and occupancy, all expenses, costs and disbursements incurred or paid by the State in connection therewith. No such re-letting or such use and occupancy shall be or be construed to be an acceptance of a surrender.

SECTION 45. CONDEMNATION

- (a) In any action or proceeding instituted by any United States governmental or other authorized agency or agencies for the taking for a public use of any interest in all or any part of the Demised Premises, or in case of any deed, lease or other conveyance in lieu thereof (all of which are in this section referred to as "Taking or Conveyance"), the Lessee shall not be entitled to assert any claim to any compensation, award or part thereof made or to be made therein or therefor or any claim to any consideration or the Operating Expense Payment, as that term is defined in Section 7 of this Lease, additional rent or any part thereof paid therefor, or to institute any action or proceedings or to assert any claim against such agency or agencies or against the State for or on account of any such Taking or Conveyance, except for the possible claim to an award for trade fixtures owned and installed by the Lessee, it being understood and agreed between the State and the Lessee that the State shall be entitled to all the compensation or awards made or to be made or paid and all such consideration or the Operating Expense Payment, as that term is defined in Section 7 of this Lease, or additional rent, free of any claim or right of the Lessee. No taking by or delivery to any governmental authority under this paragraph (a) shall be or be construed to be an eviction of the Lessee or be the basis for any claim by the Lessee for damages, consequential or otherwise.

- (b) In the event of a Taking or Conveyance of the entire Demised Premises by any governmental or other authorized agency or agencies, then this Lease shall, as of the date possession is taken from the State by such agency or agencies, cease and terminate in the same manner and with the same effect as if the Term of the Lease had, on that date expired, and all obligations of the Lessee to pay the Operating Expense Payment, as that term is defined in Section 7 of this Lease, and additional rent hereunder shall terminate on the date of the Taking or Conveyance. In addition, the Lessee shall be entitled to a refund for any Operating Expense Payment, as that term is defined in Section 7 of this Lease, and additional rent paid in advance for any part of the Term, or the Renewal Term, if applicable, following such termination.
- (c) In the event of a Taking or Conveyance by any governmental or other authorized agency or agencies of a part of the Demised Premises then this Lease, as to such part only, shall, as of the date possession thereof is taken from the State by such agency or agencies, cease and terminate, and the Operating Expense Payment, as that term is defined in Section 7 of this Lease, thereafter to be paid by the Lessee to the State shall be abated from and after the date of such Taking or Conveyance.
- (d) In the event that the Taking or Conveyance or the delivery by the Lessee or Taking by the State pursuant to Section 46 of this Lease entitled "Governmental Compliance" covers fifty percent (50%) or more of the total usable area of the Demised Premises, then the Lessee and the State shall each have an option exercisable by notice given within ten (10) Business Days, as that term is defined in Section 1 (a) of this Lease, after such Taking or Conveyance, to terminate this Lease, as of the date of such Taking or Conveyance, and such termination shall be effective as if the date of such Taking or Conveyance were the original Termination Date of this Lease.

If this Lease is not terminated, then it shall remain in full force and effect as to the portion of the Demised Premises remaining, provided the Operating Expense Payment, as that term is defined in Section 7 of this Lease, shall be reduced in the same proportion that the area taken bears to the total area of the Demised Premises prior to the Taking, and the Lessee's Proportionate Share shall be adjusted in accordance with this paragraph. If this Lease is not terminated, then the State agrees, at the State's sole cost, to restore the Demised Premises as soon as reasonably possible to a complete unit of like quality, character, and utility for the Lessee's Use, as that term is defined in Section 4 of this Lease, as existed prior to the condemnation. Notwithstanding anything contained herein to the contrary, if the Demised Premises are not repaired and restored within one hundred eighty (180) days from the date of the condemnation, then the Lessee may terminate this Lease, upon notice provided in compliance with Section 16 of this Lease, at any time after the one hundred eightieth (180th) day and before the two hundred tenth (210th) day following the date of condemnation. If the State is aware the Demised Premises cannot be repaired and restored within one hundred eighty (180) days, the State shall notify the Lessee, in compliance with Section 16 of this Lease, within a reasonable time after it learns of such delay, and the Lessee shall have the option to terminate this Lease within sixty (60) days of such notice. The State shall return any deposits, all prepaid Operating Expense Payments, as that term is defined in Section 7 of this Lease, and other prepaid additional rent to the Lessee within thirty (30) days from the date of termination of the Lease.

SECTION 46. GOVERNMENTAL COMPLIANCE

In the event that all or any portion of the Demised Premises is required by the State to comply with any present or future governmental law, rule, regulation, requirement, order or direction, the State shall give the Lessee notice, in compliance with Section 16 of this Lease, that all or any such portion of the Demised Premises is so required, and the Lessee shall deliver all or any such portion of the Demised Premises so required on the date specified in such notice and, if the Lessee does not so deliver, the State may take the same. No such taking or delivery shall be or be construed to be an eviction of the Lessee or a breach of this Lease Agreement. In the event that the Lessee has received a notice hereunder, it shall deliver all or any such portion of the Demised Premises so required in the same condition as that required hereunder for the delivery of the Demised Premises on the Expiration Date. In the event of the taking or delivery of all the Demised Premises, this Lease Agreement shall, on the day of such taking or delivery, cease and expire as if that day were the Expiration Date, originally stated in this Lease Agreement; and, in the event of the taking or delivery of any portion of the Demised Premises, then, from and after such taking or delivery, such portion of the Demised Premises shall cease to be a part of the Demised Premises hereunder. There shall be an abatement of the Operating Expense Payment, as

that term is defined in Section 7 of this Lease, in the event of any such taking or delivery of a portion of the Demised Premises.

SECTION 47. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS

The Lessee shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208) and General Business Law Section 899-bb to the extent applicable to the County.

SECTION 48. BROKERAGE

The State represents to the Lessee that it did not consult or negotiate with any broker or finder with regard to the Premises and that no broker, finder or consultant participated with the State in procuring this Lease. Subject to the availability of lawful appropriations and consistent with Section 8 of the New York State Court of Claims Act, the State shall hold the Lessee harmless from and indemnify it for any final judgment of a court of competent jurisdiction to the extent attributable to the negligence of the State or of its officers or employees when acting within the course and scope of their employment with respect to this section.

The Lessee represents and warrants that it did not consult or negotiate with any broker or finder with regard to the Premises and that no broker, finder or consultant participated with the Lessee in procuring this Lease. The Lessee shall indemnify and save harmless the State from any claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation and execution of this Lease Agreement.

SECTION 49. PARKING

As of the Commencement Date, the State shall provide the Lessee with the exclusive use of a total of two (2) assigned, on-site, paved, parking spaces, which shall be located in close proximity to an electrical outlet. The State also shall provide enough unreserved parking spaces for 10 full time County employees at the Building. The State reserves the right to change the location of the Lessee's parking space(s) as necessary, but in no event shall the total number of parking spaces allocated to the Lessee decrease below the number provided at the Commencement Date. In addition to the foregoing, the Lessee may request, in accordance with Section 16 of this Lease, the use of additional long-term parking spaces at the Building. If applicable, the Lessee shall be responsible for any fees charged for the use of such long-term parking spaces, and in such event the costs of the same shall not be included in Operating Expenses as discussed in Section 7 of this Lease.

The Lessee shall have the right to use the Building electrical outlets in the parking lot to charge County-owned electric vehicles parked at the Building.

In the event that the Lessee no longer needs the parking space(s), it shall notify the State, in compliance with Section 16 of this Lease, within five (5) Business Day of any changes so that the space(s) may be reallocated. The Lessee and its employees using the parking space(s) shall comply with all applicable rules and procedures established by the OGS Bureau of Parking Services. The parking space(s) shall be used only for parking duly registered and operating private passenger motor vehicles owned and operated by the Lessee or its employees, and the Lessee shall not use or allow its employees to use the parking spaces for overnight parking, storage or the repair of vehicles. The parking privileges shall not be transferable. Except to the extent otherwise provided in statute, the Lessor shall not be liable for any loss, injury or damage to persons using the OGS-managed parking lot or motor vehicles or other property therein, and, to the fullest extent permitted by law, the use of the OGS-managed parking lot shall be at the sole risk of the Lessee and its employees.

During the Term of this Lease, the Renewal Term, if applicable, and any extension or holdover thereof, the Lessor shall keep all the parking spaces allocated to the Lessee pursuant to the section, free of ice, snow and debris at no additional costs to the Lessee, but the costs of the services discussed in this paragraph shall be included in Operating Expenses in accordance with Section 7 of this Lease.

SECTION 50. ENTIRE AGREEMENT

The following appendix, exhibits, schedules and form are being attached and made part of the Lease:

Exhibit 1	OGS Drawing No. SOB-B1234-66263, dated 3/27/24 (Section 3)
Exhibit 2	Executive Order No. 22 (Sections 19, 20, 23, 61, 62 and Schedule A)
Exhibit 3	Sample Lease Assignment Agreement (Section 31)
Exhibit 4	Substitute W-9 (Section 31)
Exhibit 5	Sample Workforce Audit (Section 60)
Schedule A	Cleaning Standards (Section 19)
Schedule B	The EFT Authorization Form, Instructions and Related Information
Schedule C	Lessee's Self-Insurance Letter (Section 25)
Appendix A	Standard Clauses for New York State Contracts (Section 51)
Form 1	Retail Disclosure Sheet (Sections 31 and 53)

This Lease Agreement and its attachments constitutes the entire Lease Agreement of the parties on this subject matter hereof and may not be changed, modified, discharged or extend except by written instrument duly executed by the State and the Lessee and approval by the Attorney General, as to form, the Office of the State Comptroller and the Office of the County Attorney.

In the event of a conflict between the terms of this Lease and the exhibits, schedules, and form hereto, the terms of this Lease shall control. In the event of a conflict between the terms of this Lease (including the exhibits, schedules, and form) and Appendix A hereto, the terms of Appendix A shall control.

This Lease shall be binding upon the Parties and their respective successors and assigns. The submission of any unexecuted copy of this Lease shall not constitute an offer to be legally bound by the provisions of the document submitted. No Party shall be bound by this Lease until it is executed by all necessary Parties; (ii) approved by the Attorney General, as to form, and the Office of the New York State Comptroller, and the Office of the County Attorney (iii) has actually been delivered by the Lessor to the Lessee. This Lease may be executed in counterparts, and each counterpart constitutes an original document, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

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

SECTION 51. APPENDIX A

The Parties acknowledge and agree that the terms and provisions of Appendix A, Standard Clauses for New York State Contracts, attached hereto and forming a part of this Lease Agreement, shall be incorporated herein and constitute fully effective and binding obligations upon the Parties.

SECTION 52. ENCOURAGING USE OF NEW YORK STATE BUSINESSES

New York State businesses have a substantial presence in State leases and strongly contribute to the economies of the State and the nation. In recognition of the economic activity and leadership such businesses offer, lessees are strongly encouraged and expected to consider New York State businesses, including Small Business Enterprises and Minority- and Women-Owned Business Enterprises, as that term is defined in Section 1 (b) of this Lease, in the fulfillment of the requirements of leases. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

Lessees are also strongly encouraged, to the maximum extent practicable and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology.

Utilizing New York State businesses in State leases will help create more private sector

jobs, rebuild New York's infrastructure, and maximize economic activity to the mutual benefit of the Lessee and its New York State business partners. New York State businesses will promote the Lessee's optimal performance under this Lease.

The State encourages lessees to provide maximum assistance to New York State businesses in their use of State leases. The potential participation by all kinds of New York State businesses will deliver great value to the State and its taxpayers.

SECTION 53. VENDOR RESPONSIBILITY

The Lessor conducts a review of prospective lessees to provide reasonable assurance that the lessee is responsive and responsible. The Retail Disclosure Sheet, attached hereto as Form 1, is designed to provide information to assess a lessee's responsibility to conduct business in New York State based upon its financial and organizational capacity, legal authority, business integrity, and past performance history. The Lessee agrees to fully and accurately complete the Retail Disclosure Sheet. The Lessee acknowledges that the State's execution of this Lease will be contingent upon the State's determination that the Lessee is responsible, and that the State will be relying upon the Lessee's responses to the Retail Disclosure Sheet when making its responsibility determination.

In order to assist the State in determining the responsibility of a lessee prior to the award of a lease, the Lessee must complete and certify (or recertify) the Retail Disclosure Sheet no more than six (6) months prior to the date of execution of the Lease. The Lessee should become familiar with all of the requirements of the Retail Disclosure Sheet in order to accurately complete it.

The Lessee agrees that if it enters into this Lease with the Lessor, it shall at all times during the Lease Term, the Renewal Term, if applicable, and any holdover or extension thereof, remain responsible. The Lessee agrees, if requested by the Commissioner of General Services, or her designee, to present evidence of its continuing legal authority to do business in New York State and its business integrity, legal authority, experience, ability, prior performance, and organizational and financial capacity.

SECTION 54. PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESSES

Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOBs"), thereby further integrating such businesses into New York State's economy. The Lessor recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of contracts entered into by the State.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of the economic activity such businesses offer in New York State, lessees are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of this Lease. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

For purposes of this Lease, the State conducted a comprehensive search and determined that this Lease does not offer sufficient opportunities to set specific goals for participation by SDVOBs as subcontractors, service providers, and suppliers to the Lessee. Nevertheless, the Lessee is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on this Lease for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: <https://ogs.ny.gov/veterans/>.

The Lessee is encouraged to contact the Office of General Services' Division of Service-Disabled Veteran's Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss methods of maximizing participation by SDVOBs on this Lease.

SECTION 55. PRIOR LEASE / CANCELLATION

Upon the Commencement Date, as that term is defined in Section 5 of this Lease, this Lease cancels, terminates and supersedes the Office of the New York State Comptroller Lease No.

L2017R dated January 1, 2015 and the Lease Modification Agreement dated December 18, 2019 (the foregoing is hereinafter referred to as the "Prior Lease").

SECTION 56. COMPLIANCE WITH LAWS

The State shall, at its own cost and expense, ensure that the Building, as that term is defined in Section 1 (d) of this Lease, and the Premises comply with all applicable federal, State or local laws, rules, orders, ordinances and regulations at any time issued or in force, and the requirements of any insurance policy covering the Building, the Premises and the contents or improvements thereto, which requirements may be more restrictive than applicable base building code and/or municipal codes and laws. The Lessee agrees that it will not use the Premises for any purpose that shall violate any applicable laws, rules, orders, ordinances, and regulations.

SECTION 57. REPAIRS

- (a) The State shall take good care of the Building, as that term is defined in Section 1 (d) of this Lease, and the Demised Premises, and shall make all repairs, replacement or maintenance necessary to put and keep the same in good order and condition, at its own cost and expense, except that repairs, replacement or maintenance that are necessary due to the negligence or willful misconduct of the Lessee, its employees, agents, invitees or contractors, shall be performed by the State, at the Lessee's sole cost and expense.
- (b) The State shall take good care of all State-owned items located in the Demised Premises, and shall make all repairs, replacements or maintenance necessary to put and keep the same in good order and condition, at its sole cost and expense, except that repairs, replacements or maintenance that are necessary due to the negligence or willful misconduct of the Lessee, its employees, agents, invitees or contractors, shall be performed by the State, at the Lessee's sole cost and expense.
- (c) Without limiting the generality of the foregoing, the State, by its officers, employees, representatives and contractors, shall have the right, for the benefit of the Lessee or for the benefit of others at the Building, to maintain initially existing and future Utility, Mechanical, Electrical, Communication and Other Systems, as that term is defined in Section 1 (e) of this Lease, or portions thereof in the Demised Premises and to enter the Demised Premises at all reasonable times upon reasonable advance notice, to make such repairs, alterations and replacements as may, in the reasonable opinion of the State, be deemed necessary or advisable and, from time to time, to construct or install over, in, under or through the Demised Premises new lines, pipes, mains, wires, conduits, equipment and other such encroachments and to use the Demised Premises for access to other portions of the Building not otherwise conveniently accessible, provided, however, that such repair, alteration, replacement, construction or access shall not unreasonably interfere with the Use, as that term is defined in Section 4 of this Lease, of the Demised Premises by the Lessee.
- (d) In the event that any property of the Lessee shall obstruct the access of the State, its employees, agents or contractors to any of the existing or future Utility, Mechanical, Electrical, Communication and Other Systems, as that term is defined in Section 1 (e) of this Lease, and thus shall interfere with the inspection, maintenance, repair or modification of any such systems, the Lessee shall use reasonable efforts to move such property as reasonably requested by the State, in order that access may be had to the system or part thereof for its inspection, maintenance, repair, or modification.
- (e) Notwithstanding the foregoing, the Lessee is and shall be in exclusive control and possession of the Demised Premises and the State shall not in any event be liable for any injury or damage to any property or to any person happening on or about the Demised Premises or for any injury or damage to the Demised Premises or any property of the Lessee or of any other person located therein or thereon, except caused by the negligence of the State, its officers or employees when acting within the course and scope of their employment.. Subject to the availability of lawful appropriations and consistent with Section 8 of the New York State Court of Claims Act, the State shall hold the Lessee harmless from and indemnify it for any final judgment of a court of competent jurisdiction to the extent attributable to the negligence of the State or of its officers or employees when acting within the course and scope of their employment with respect to this section.

- (f) Regardless of fault, all structural repairs and repairs to the building systems of the Building, as that term is defined in Section 1 (d) of this Lease, and the Demised Premises shall be done by the State, at its cost and expense, except that the Lessee shall, at its sole cost and expense, perform all repairs, structural repairs and repairs to the building systems of the Demised Premises, involving improvements, additions and fixtures, finishes and decorations made or installed by the Lessee, in accordance with Section 23 of this Lease.

SECTION 58. SECURITY DEPOSIT

INTENTIONALLY DELETED

SECTION 59. CANCELLATION BY THE LESSEE

INTENTIONALLY DELETED

SECTION 60. LESSEE REQUIREMENTS AND PROCEDURES FOR PARTICIPATION BY NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN

INTENTIONALLY DELETED

SECTION 61. REDUCING WASTE

Except as otherwise set forth in this Lease, pursuant to Executive Order 22, which is annexed hereto as Exhibit 2, the Lessee shall identify all instances where single-use plastics are used in the common areas of the Building, as that term is defined in Section 1 (d) of this Lease, the Demised Premises or in performance of its obligations pursuant to this Lease and create a plan to eliminate their use in all circumstances where doing so will not endanger employee or public health and safety. In addition, Executive Order 22 prohibits the expenditure of State funds for the purchase of bottled water. The Lessee acknowledges an understanding of the requirements of EO-22, which is annexed hereto as Exhibit 2, and pledges to cooperate with the State in the State's implementation to the extent practicable and consistent with all legal requirements.

SECTION 62. REDUCING GREEN HOUSE EMISSIONS/CLIMATE CHANGE/OPEN SPACE

Executive Order No. 22, which is annexed hereto as Exhibit 2, provides requirements and prohibitions pertaining to a variety of matters, including but not limited to, the avoidance of the use of backup emergency diesel generators where practicable, the design and build out of projects to account for the climate change that may occur over the lifespan of the project including incorporating climate projections and adaptation strategies in upfront design and expected operations and management, and consideration of the preservation of open space as a strategy for climate risk mitigation in new and existing construction. The Lessee acknowledges an understanding of the requirements of EO-22, which is annexed hereto as Exhibit 2, and pledges to cooperate with the State in the State's implementation to the extent practicable and consistent with all legal requirements. Notwithstanding the foregoing, the Parties agree that the requirements of Executive Order 22 regarding the avoidance of the use of backup emergency diesel generators where practicable shall not impede or deter from the Lessor's obligation to provide emergency backup power to the Demised Premises in accordance with Section 20 (a) (3) of this Agreement.

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Contract Number _____

Thomas P. DiNapoli
New York State Comptroller

By: _____

Date: _____

THE PEOPLE OF THE STATE OF NEW YORK
Acting by and Through the Commissioner
of General Services

By _____
Scott C. Sandwick
Associate Commissioner, Lease Management
Division of Real Estate
Leasing Services

APPROVED AS TO FORM:
Letitia A. James
Attorney General

By _____

Approved:
Assistant Attorney General

EXHIBIT NO. 2

No. 22

EXECUTIVE ORDER

Leading By Example: Directing State Agencies to Adopt a Sustainability and Decarbonization Program

WHEREAS, the State of New York (“NYS” or “State”) is dedicated to the pursuit of environmental quality, sound public health, economic prosperity, and social well-being; and

WHEREAS, the use and disposal of materials, and the generation and use of energy, can have significant adverse impacts on environmental quality, public health and the climate; and

WHEREAS, the State's policies include conserving, improving, and protecting natural resources and the environment; preventing water, air, and land pollution; and enhancing the health, safety, and welfare of State residents and their overall economic and social well-being; and

WHEREAS, it is the State's policy to promote cost-effective methods to reduce energy and resource consumption, and reduce or eliminate the use of hazardous substances and the generation of hazardous substances, pollution, and waste at the source; and

WHEREAS, the State's solid waste management priorities include reducing the generation of solid waste and reusing and recycling materials; and

WHEREAS, the State's policies to advance environmental justice include improving the environment in communities, specifically minority and low-income communities, and addressing disproportionate adverse environmental impacts that may exist in those communities; and

WHEREAS, the State's procurement of commodities, services, and technology can be enhanced through State agency and public authority choices that minimize the negative environmental and health impacts of their operations; and

WHEREAS, State government can and should continue to lead in environmental stewardship through the use of green procurement and sustainable management practices; and

WHEREAS, State facilities and property can serve as testbeds for the deployment of clean energy projects and new technologies to scale, thereby accelerating widespread adoption of clean energy projects and technologies in the public and private sectors; and

WHEREAS, on July 18, 2019, the State enacted the Climate Leadership and Community Protection Act (the “Climate Act”), the most ambitious climate legislation in the United States. The Climate Act established a Climate Action Council charged with developing a plan to reduce greenhouse gas emissions in every sector of the State's economy; and

WHEREAS, Section 7 of the Climate Act addresses climate change actions by NYS agencies, and specifically that Section 7.1 states that NYS agencies shall assess and implement strategies to reduce their greenhouse gas emissions; and

WHEREAS, Section 7.3 of the Climate Act also directs all State agencies, offices, authorities, and divisions to prioritize reductions of greenhouse gas emissions and co-pollutants in Disadvantaged Communities as identified pursuant to Subdivision 5 of Section 75-0101 of the Environmental Conservation Law (“ECL”); and

WHEREAS, the State has already committed to meet 100 percent of its Office of General Services (“OGS”)-managed State agency facility electricity demand in New York City with renewable energy by 2025.

NOW, THEREFORE, I, KATHY HOCHUL, Governor of the State of New York, by virtue of the authority vested in me by the Constitution and laws of the State of New York, do hereby order as follows:

I. Definitions

- A. "Affected Entities" shall mean any agency or department over which the Governor has executive authority, including all offices and divisions thereof, as well as all public authorities for which the Governor appoints the Chair, the Chief Executive, or the majority of board members, including all offices and divisions thereof, except for the Port Authority of New York and New Jersey. This shall include the State University of New York and the City University of New York. Refer to the list presented in Exhibit A.
- B. "BuildSmart 2025" shall mean the collective effort by Affected Entities to reduce site energy use by 11 trillion British Thermal Units by 2025 from a 2015 baseline.
- C. "Disadvantaged Communities" shall mean communities that bear burdens of negative public health effects, environmental pollution, impacts of climate change, and possess certain socioeconomic criteria, or comprise high-concentrations of low- and moderate-income households, as identified pursuant to ECL § 75-0111.
- D. "Light-duty vehicles" shall mean vehicles equal or less than 10,000 pounds gross weight.
- E. "Medium- and heavy-duty vehicles" shall mean more than 10,000 pounds gross weight.
- F. "New construction" shall mean the construction of a new building that is occupied during all four seasons and is 5,000 square feet or larger.
- G. "Qualifying Tier" shall mean any tier of the New York State Public Service Commission's Clean Energy Standard (Case 15-E-0302) ("CES") that is designed to incentivize the delivery of additional, incremental clean energy to New York State or a specific location within New York State, which as of the date of this Executive Order includes Tier 1, Offshore Wind and Tier 4 but not Tier 2 or Zero-Emission Credits.

II. GreenNY Council

- A. There is hereby established the GreenNY Council (the "Council"). The Council shall be comprised of the Director of the Division of the Budget ("DOB"); the Commissioner of the Office of General Services; the Commissioner of the Department of Environmental Conservation ("DEC"); the Commissioner of the Department of Health; the Commissioner of Economic Development; the Commissioner of Transportation; the Commissioner of the Office of Parks, Recreation, and Historic Preservation; the President of the Environmental Facilities Corporation; the President of the New York State Energy Research and Development Authority ("NYSERDA"); the President of the New York Power Authority ("NYPA"); the President of the Dormitory Authority of the State of New York; and the Chief Executive Officer of the Metropolitan Transportation Authority.
- B. The Council shall be the primary body responsible for implementing this Order.
- C. Members of the Council may designate a staff member, and an alternate, to represent them and participate on the Council on their behalf.
- D. The Council shall be led and co-chaired by the Commissioner of OGS, the Commissioner of DEC, the Director of DOB, the President of NYSERDA, and the President of NYPA, or their designees. The day-to-day work of the Council shall be performed by executive and program staff of these leadership agencies and authorities, in consultation with any other agency or authority staff that participate in Council work.
- E. The Office of Information Technology Services shall support the Council's performance of its responsibilities under this Order.
- F. The Council shall meet as needed, but no less than quarterly, to conduct public business. A majority of the members of the Council (or their designees), shall constitute a quorum, and all actions and recommendations of the Council shall require approval by a majority of the total members of the Council.
- G. The Council may form advisory subcommittees or workgroups, both standing and ad hoc, as the Council sees fit, made up of executive and program staff, to provide advice and

assistance to the Council regarding matters assigned to such subcommittees or workgroups by the Council.

III. Training, Staff, and Support

- A. Each Affected Entity shall, no later than 30 days from the issuance of this Order, assign an employee to serve as its Sustainability Coordinator. Sustainability Coordinators shall be given management support and provided with the necessary resources to enable the Affected Entity to comply with this Order. Sustainability Coordinators shall serve as the Affected Entity's liaison to the Council.
 - 1. Affected Entities are encouraged to create a Sustainability Team in-house to support the work of the Council. This Sustainability Team should be comprised of appropriate staff involved in identifying, approving, and implementing sustainability or energy projects, and environmental justice matters. The Sustainability Team should include an executive sponsor at the Deputy or Associate Commissioner, or Vice President level or equivalent.
- B. The Council shall design and implement training and outreach programs for Sustainability Coordinators and other Affected Entity staff that participate in Council work to assist with carrying out the requirements of this Order.

IV. Reporting

- A. All Affected Entities shall furnish such information and assistance as the Council determines is reasonably necessary to accomplish its purposes. All Affected Entities shall share data in the most efficient manner identified by the Council for purposes of informing any progress reports, and the Council shall follow applicable NYS Data Governance procedures regarding any interagency data sharing or collection.
- B. NYPA shall provide Affected Entities with access to the New York Energy Manager ("NYEM"), with necessary technical support, at cost. NYEM shall serve as the system of record for all energy data from covered facilities. All Affected Entities shall ensure that their energy data is entered into the NYEM system. The Council shall leverage this data to develop a GHG baseline for Affected Entity operations.
- C. The Council shall develop an annual survey to gather information from Affected Entities regarding:
 - 1. The progress each Affected Entity has made toward achieving the directives, targets and goals provided for or established pursuant to this Order;
 - 2. The effectiveness and usage of the procurement specifications;
 - 3. Efforts the Affected Entity has undertaken to advance environmental justice; and
 - 4. The specific sustainability and energy efficiency projects that have been implemented and the effectiveness of such programs in meeting the targets, goals, and other requirements of this Order.
- D. Affected Entities shall submit each year on or before a date as the Council may direct, a completed survey in the form and containing the information specified by the Council
- E. The Council, during the month of September in the year following the issuance of this Order, and each year thereafter, shall submit a progress report to the Governor, which shall compile the information submitted by Affected Entities pursuant to this Order and report on progress made on the implementation of this Order. Such progress report shall be published on a website established by the Council.

V. Exemptions

- A. Exemptions from any of the specific targets, goals, or other requirements under this Order may be granted by the Council co-chairs, provided, however, that any exemptions to Section VII.A of this Order may only be granted by the President of NYSERDA in

consultation with the Chief Executive Officer of the New York State Department of Public Service (“DPS”) and Director of Budget.

- B. Affected Entities may request such an exemption from Council co-chairs and must justify such request based upon the Affected Entity’s particular circumstances or as set forth in this Order.

VI. Buying and Operating Green

- A. The Council shall develop and issue sustainable procurement specifications (procurement specifications) for use by Affected Entities in the procurement of commodities, services, and technology, or where applicable, in the development of new public works solicitations and contracts.

Any procurement specifications developed, approved, or issued by the Interagency Committee on Sustainability and Green Procurement under Executive Order 4, issued on April 24, 2008, shall carry forward in full effect as if issued by the Council until modified by the Council.

- B. In developing the procurement specifications, the Council shall consider the following factors:

1. Protection of public health and the environment, including vulnerable populations and residents in Disadvantaged Communities;
2. Avoidance of hazards from the use or release of toxic substances;
3. Pollution reduction and prevention;
4. Sustainable resource management and use, and sustainable manufacturing and production processes;
5. Low impact development and climate resilient design practices, and standards and priorities for entities providing construction, engineering, and other similar services;
6. Reduction of greenhouse gas emissions;
7. The use of renewable and zero-emission resources, remanufactured components, and reused or recycled content;
8. Waste reduction, materials reuse, recyclability, and compostability;
9. Water conservation;
10. Quality, durability and utility of the item of procurement;
11. Minimizing adverse impacts throughout a commodity's or technology's life cycle (i.e., as identified by life-cycle assessment or other supply-chain impacts);
12. Cost;
13. Extended producer responsibility; and
14. Legal and regulatory requirements applicable to the use and procurement of commodities, services, and technology, or where applicable, the procurement of public works.

- C. Affected Entities shall follow the GreenNY procurement specifications approved by the Council when procuring under existing contracts or when developing new solicitations and contracts for the procurement of commodities, services, and technology, or where applicable, in the development of new public works solicitations and contracts.

- D. Where an Affected Entity determines: (1) that such commodities, services, or technology set forth in an approved GreenNY procurement specification will not meet required form, function or utility; (2) the cost of the commodities, services or technology set forth in an approved GreenNY procurement specification is not competitive; or (3) there is a compelling public health or safety reason not to purchase such commodities, services or technology set forth in an approved GreenNY procurement specification, the Affected

Entity may seek an exemption from the Council for its particular circumstances pursuant to Section V of this Order.

- E. The Council may issue green operational directives (“Operational Directives”) in a form substantially similar to its procurement specifications. In developing the Operational Directives, the Council shall consider the 13 factors set forth in Section VI.B above.
- F. The Council shall provide Affected Entities with a description of projects, programs and services that can be leveraged to implement the requirements of this Order.
- G. Affected Entities shall follow the Council’s Operational Directives when conducting the Affected Entity’s operations on real property and facilities under the Affected Entity’s jurisdiction.
- H. The Council shall work with the preferred sources and Minority and Woman Owned Business Enterprises and Service-Disabled Veteran Owned Businesses in order to increase awareness of the GreenNY procurement specifications.
- I. The Council shall develop a baseline for sustainable purchasing by affected entities and issue targets to achieve greater compliance.

VII. Reducing Greenhouse Gas Emissions

- A. By 2030 and thereafter, subject to available supply, 100% of the electricity used by Affected Entities for their own operations, except electricity needed to support the generation of electricity by an Affected Entity in accordance with its enabling authority, shall come from energy systems that are eligible under the CES (“Eligible Systems”) as part of an all-of-government approach to meet the goals of the Climate Act in a cost-effective manner.
 - 1. Each Affected Entity shall first count the amount of clean energy generated by Eligible Systems across the State that the Affected Entity pays for in its electricity bills or otherwise towards compliance with CES, based on calculations provided by NYSERDA. Affected Entities shall provide information requested by NYSERDA to perform the applicable calculations, including load data, CES compliance payments, and any other necessary information.
 - 2. For the remainder of its electricity usage, each Affected Entity shall next be required to demonstrate meeting this obligation, where feasible, through the use of on- or off-site Eligible Systems providing energy dedicated to the Affected Entity’s operations.
 - 3. For the portion of electricity that cannot be served by such Eligible Systems, each Affected Entity shall, in consultation and agreement with NYSERDA and DPS, procure renewable energy certificates (“RECs”) qualified under a Qualifying Tier of the CES.
 - 4. NYSERDA and DPS shall establish further detailed guidelines and requirements with respect to how each Affected Entity shall comply, and report compliance, with this Section VII(A) of this Executive Order.
 - 5. The Council will monitor progress towards this requirement, and NYSERDA and DPS will make adjustments to this obligation as needed based on statewide progress towards Climate Act mandates.
- B. To the fullest extent feasible, beginning January 1, 2024, all new construction submitted for permitting by Affected Entities shall avoid infrastructure, building systems or equipment that can be used for the combustion of fossil fuels, excluding the necessary use for backup emergency generation and process loads, provided that Affected Entities shall avoid the use of backup emergency diesel generators where practicable. This shall not affect the continued operation and maintenance of State or Affected Entity owned or operated electric generating facilities. The Council will monitor progress towards this goal.

- C. Affected Entities shall achieve 11 trillion BTUs of energy savings at their facilities by 2025 as outlined in the BuildSmart 2025 program.
1. Each Affected Entity shall work with NYPA to achieve their allotted portion of the overall savings target for State operations. Affected Entities should consult the BuildSmart 2025 Program Guidelines for types of projects and programs to undertake, including master planning, O&M program development, participation in demand response and similar programs, submetering, LED lighting, and other projects that reduce energy consumption and enhance building efficiency.
 2. Prior to 2025, the Council shall issue a 2030 energy savings goal based on an evaluation of progress towards the 2025 goal and the additional opportunities that remain for cost-effective energy savings. Such 2030 goal shall be aligned with the most recent version of the State's Scoping Plan developed pursuant the Climate Act.
- D. The Council shall issue Operational Directives and guidance for common construction materials to reduce the amount of embodied carbon in such materials. Starting January 1, 2023, Affected Entities shall seek to reduce the embodied carbon in all new construction or construction projects consisting of adaptive reuse or significant renovations that cost greater than 50% of the cost of new construction, submitted for permitting by Affected Entities, by taking the following actions:
1. Design teams shall calculate the total embodied carbon that will result from the project, including shipping, transportation, and construction equipment requirements.
 2. Bidders shall be required to submit environmental product declarations when available, that include the amount of embodied carbon in given building materials.
- E. Affected Entities shall have 100% of their light-duty non-emergency vehicle fleets be Zero Emission Vehicles (ZEVs) by 2035 and 100% of their medium- and heavy-duty vehicle fleet be ZEVs by 2040.
1. All Affected Entities shall create and file a light-duty vehicle fleet decarbonization plan and a medium- and heavy-duty decarbonization plan with the Council. The Council shall provide technical assistance and guidance to agencies for the development of decarbonization plans. Such decarbonization plans shall include, at minimum, the following elements:
 - a. A purchasing plan that includes interim targets for how they will achieve the fleet decarbonization goals of this Order; and
 - b. A plan for providing staff training and engagement necessary for the successful decarbonization of their fleet.
 2. Affected Entities shall file such light-duty vehicle fleet decarbonization plans with the Council within one year of the issuance of this Order and shall file such medium- and heavy-duty decarbonization plans with the Council within three years of the issuance of this Order.
 3. Affected Entities shall file progress updates to their light and medium- and heavy-duty vehicle decarbonization plans every three years after the filing of their first plan.
 4. Priority shall be given to purchasing battery electric vehicles and hydrogen fuel cell vehicles, and if they are not practicable for an Affected Entity's needs, then plug-in hybrid electric vehicles may be considered in limited circumstances as specifically authorized by the Council.
 5. Affected Entities that operate emergency vehicles shall, at least annually, evaluate and test various ZEV technologies to determine if they can meet the use cases for these vehicles.

6. Affected Entities shall consult with OGS to develop ZEV charging infrastructure for their fleets. OGS shall provide guidance to agencies and coordinate the phased implementation of ZEV charging infrastructure.
 7. Affected Entities are encouraged to maximize employee access to and promote the use of ZEV charging infrastructure employee workplace charging at State owned and maintained parking facilities.
- F. Affected Entities shall evaluate the inclusion of distributed energy resources and energy storage to the maximum extent practicable. NYPA and NYSERDA shall collaborate to provide Affected Entities with needed technical assistance regarding new energy storage systems.
- G. Affected Entities shall seek to utilize the DEC Value of Carbon Guidance, where appropriate, to aid in their decision making on greenhouse gas emission reductions under this Executive Order

VIII. Reducing Waste

- A. The Council shall create a waste diversion plan template that Affected Entities shall use to complete their plans. All Affected Entities shall create a waste diversion plan and file such plan with the Council that outlines how they will meet the following goals:
1. A decrease in waste disposal of 10 percent every five years from a baseline of Fiscal Year 2018-19, until reaching a goal of 75 percent.
 2. Waste data reported for these goals should be broken out into the following categories: recycled materials; compostable materials and other organics; material sent to landfill (including construction and demolition waste); and special waste (including hazardous waste).
 3. The waste diversion plan shall incorporate at least the following elements:
 - a. a schedule for conducting routine waste audits of facilities and how the findings from the waste audit will be utilized in advancing waste reduction;
 - b. a plan for diverting organic waste from landfill to meet the diversion goals;
 - c. identifying all instances where single-use plastics are used and creating a plan to eliminate their use in all circumstances where doing so will not endanger employee or public health and safety; and
 - d. consideration of whether the affected entity should, by 2025, transition to dual-stream recycling that source separates recyclable items into subcategories of mixed paper and commingled containers (plastic, glass, and metal), at all facilities where it is practicable and where dual-stream material recovery facilities are available, cost-effective and efficient.
 4. In addition, technical assistance in compiling the plans will be provided by DEC.
 5. The Council shall reassess the waste diversion goals of this Order at least every five years, and if the goals are updated by the Council, it shall require updated waste diversion plans to be submitted by Affected Entities on how each will meet the new goals.
 6. Affected Entities shall file such plans with the Council within one year of the receipt of the waste diversion plan template.
- B. After 90 days following the issuance of this Order, Affected Entities shall not expend State funds for the purchase of bottled water. If an Affected Entity determines that it has a need to purchase bottled water for health or safety reasons, it may request an exemption from the Council for its particular circumstances pursuant to Section V of this Order. The Council shall issue guidance on exceptions to this requirement to address public health issues and other appropriate circumstances. This Section does not apply to an Affected Entity purchasing bottled water for emergency purposes.

IX. Reducing Use of Toxic Substances

- A. Affected Entities shall evaluate and incorporate toxics use reduction strategies into their operations, to the extent practicable, to achieve pollution prevention. The Council will, at a minimum, provide agencies with information on healthy buildings, green cleaning and disinfection, integrated pest management and green procurement.

XI. Low Impact Development

- A. Affected Entities shall evaluate, and to the maximum extent practicable, incorporate green infrastructure concepts to reduce all stormwater runoff and improve water quality in new construction or redevelopment projects submitted for permitting by Affected Entities regardless of disturbance threshold. These include activities such as the reconstruction of parking lots and the addition of new landscaping.
- B. The Council, in collaboration with the EFC, will provide guidance on incorporating green infrastructure concepts to Affected Entities.
- C. Climate Risk Incorporation
 1. New infrastructure and building projects shall be designed and built to account for the climate changes that may occur over their lifespans. This includes incorporating climate projections and adaptation strategies in upfront design and expected operations and management. Preservation of open space shall be considered as a strategy for climate risk mitigation in new and existing construction.
 2. The Council will provide guidance on incorporating climate projections and climate risk concepts to Affected Entities.
 3. All Affected Entities shall evaluate opportunities to harden their infrastructure and mitigate the impacts of climate change with resilience practices such as nature-based solutions and modular infrastructure.

XII. Promoting Biodiversity and Habitat Protection

- A. Affected Entities that have jurisdiction over real property shall, where practicable, seek opportunities to enhance the ecological integrity of their real property to support native biodiversity and the NYS Pollinator Protection Plan, protect threatened and endangered species, and increase climate resilience and natural carbon storage. This includes prioritizing the use of native plants and minimizing the use of non-native plants in landscaping and other planting efforts and other activities that may be identified in the New York Natural Heritage Program conservation guide and its management recommendations regarding listed plants.
- B. The Council shall provide a template for all Affected Entities to implement an Early Detection Rapid Response protocol in place for invasive species on the real property over which the Affected Entity has jurisdiction. The Council may issue additional operational directives to stop the spread of invasive species on State-owned real property.
- C. Affected entities shall give priority to the use of integrated pest management techniques to control invasive species before turning to other means of eradication.
- D. All Affected Entities shall follow available best practices for identifying and properly managing endangered species on real property and ensure that their projects and operations do not have an adverse impact upon any endangered species. The DEC shall provide guidance and technical assistance to Affected Entities regarding properly managing endangered species and data tools to identify locations where endangered species issues may be present.
- E. Affected Entities shall evaluate opportunities, to the extent practicable, to co-locate new projects with landscaping or habitat to support native pollinator species and the goals of the NYS Pollinator Protection Plan and enhance climate resilience and natural carbon storage.

XIII. Disadvantaged Communities

- A. Each Affected Entity shall, to the maximum extent practicable, lower the impact of its operations on Disadvantaged Communities, and shall incorporate lowered environmental impact in these communities into the plans developed by Affected Entities pursuant to this Order.
- B. The Council shall conduct an inventory of State-owned facilities located in Disadvantaged Communities.
- C. Affected Entities shall prioritize facilities over which the Affected Entity has jurisdiction that are located within Disadvantaged Communities for efficiency and other environmental upgrades, such as electrifying heating and cooling systems, which will lower the Affected Entity's environmental impacts on these communities.

XIV. Innovative Solutions

- A. The Council shall continuously evaluate the potential of new technologies in order to assist Affected Entities in continuing to reduce their environmental footprint and increase climate resilience (mitigation and adaptation) of its operations, and wherever feasible, test new technologies and equipment to determine if such technologies or equipment is practicable for adoption in Affected Entity operations.

XV. Repeal of Prior Executive Orders

- A. Executive Order 4, issued on April 24, 2008, Executive Order 18, issued on May 5, 2009, Executive Order 88, issued on December 28, 2012, and Executive Order 166, issued on June 1, 2017, are hereby revoked and superseded by this Executive Order.

G I V E N under my hand and the Privy Seal of the State in the City of Albany this twentieth day of September in the year two thousand twenty-two.

BY THE GOVERNOR
Secretary to the Governor

EXHIBIT A – Affected Entities

- 1) AGING- Office for the Aging
- 2) AGM- Department of Agriculture and Markets
- 3) APA- Adirondack Park Agency
- 4) ARTS- Council on the Arts
- 5) BFS- Buffalo Fiscal Stability Authority
- 6) BOE- Board of Elections
- 7) BPCA- Battery Park City Authority/Parks Conservancy
- 8) CDTA- Capital District Transportation Authority
- 9) CELG- Commission on Ethics and Lobbying in Government
- 10) CENTRO- Central New York Regional Transportation Authority
- 11) CIVIL- Department of Civil Service
- 12) CPB- Central Pines Barrens Joint Planning & Policy Commission
- 13) CUNY- City University of New York
- 14) DASNY- Dormitory Authority of New York
- 15) DCJS- Division of Criminal Justice Services
- 16) DEC- Department of Environmental Conservation
- 17) DED- Department of Economic Development
- 18) DFS- Department of Financial Services
- 19) DHCR- Division of Housing and Community Renewal
- 20) DHR- Division of Human Rights
- 21) DHSES- Division of Homeland Security and Emergency Services
- 22) DMV- Department of Motor Vehicles
- 23) DOB- Division of Budget
- 24) DOCCS- Department of Corrections and Community Supervision
- 25) DOH- Department of Health
- 26) DOS- Department of State
- 27) DOT- Department of Transportation
- 28) DPS- Department of Public Service
- 29) DVS- Division of Veterans Services
- 30) ECFSA- Erie County Fiscal Stability Authority
- 31) ECMC- Erie County Medical Center Corporation
- 32) EFC- Environmental Facilities Corporation
- 33) FCB- Financial Control Board
- 34) GAMING- Gaming Commission
- 35) GOER- Governor's Office of Employee Relations
- 36) HESC- Higher Education Services Corporation
- 37) HRBRD- Hudson River- Black River Regulating District
- 38) HRVG- Hudson River Valley Greenway

- 39) IG- Office of Inspector General
- 40) ITS- Information Technology Services
- 41) JAVITS- New York Convention Center Operating Corporation
- 42) JC- Justice Center
- 43) LABOR- Department of Labor
- 44) LIPA- Long Island Power Authority
- 45) MNA- Division of Military and Naval Affairs
- 46) MTA- Metropolitan Transportation Authority
- 47) NFTA- Niagara Frontier Transportation Authority
- 48) NIFA- Nassau County Interim Finance Authority
- 49) NYPA- New York Power Authority
- 50) NYSBA- New York State Bridge Authority
- 51) NYSERDA- NYS Energy Research and Development Authority
- 52) NYSIF- Insurance Fund
- 53) OASAS- Office of Alcoholism and Substance Abuse Services
- 54) OCFS- Office of Children and Family Services
- 55) Office of Victim Services
- 56) OGDENSBURG- Ogdensburg Bridge and Port Authority
- 57) OGS- Office of General Services
- 58) OMH- Office of Mental Health
- 59) OPRHP- Office of Parks, Recreation, and Historic Preservation
- 60) OPWDD- Office of People with Developmental Disabilities
- 61) ORDA- Olympic Regional Development Authority
- 62) OTDA- Office of Temporary and Disability Assistance
- 63) PERB- Public Employment Relations Board
- 64) PORTOSWEGO- Port of Oswego Authority
- 65) RIOC- Roosevelt Island Operating Corporation of the State of New York
- 66) RTS – Rochester Genesee Regional Transportation Authority
- 67) SLA - Alcohol Beverage Control (State Liquor Authority)
- 68) SUNY- State University of New York
- 69) TAX- Department of Taxation & Finance
- 70) THRUWAY- Thruway Authority
- 71) TROOPERS- State Police
- 72) UDC- Urban Development Corporation
- 73) UNDC- United Nations Development Corporation
- 74) WCB- Workers' Compensation Board
- 75) WCMC- Westchester County Health Corporation

SCHEDULE A

CLEANING STANDARDS

The State shall provide, at a minimum, the following janitorial services using materials and procedures that comply with the requirements set forth in Section 19 of this Lease and that meet the standards set forth below. As used herein, the word “Daily” shall mean to occur once each Business Day, as that term is defined in Section 1 (a) of this Lease.

Floors: Resilient Tiles: Clean with good luster; scuffing and black marking to be minimal; without noticeable wear areas.

Floors-Carpeted: Carpeted areas are to be clean, free of surface dirt and dust.

Furniture and Counters: All surfaces must be clean and dust free, including desk accessories and equipment.

Light Fixtures: To be clean and free of dust.

Walls, Ceilings, Entrances, Metal Trim, Doors, etc.: High dusting, free of dust. Walls, metal trim and doors free of spots and metal to be polished. Entrance mats to be clean and presentable. Entrance glass to be clean.

Windows: To be cleaned on the following schedule:

Interior	Exterior	Entrance Door
Wash once a week	Minimum of 2 times per week	Daily, both sides

Windowsills and Window Trim: Will be clean and dry.

Woodwork: (Natural Wood Finish): Clean and lustrous unless finish is normally flat.

Rubbish: All wastepaper baskets, trash cans are to be emptied and all trash removed from the Building, as that term is defined in Section 1 (d) of this Lease, Daily. Wastepaper baskets are to be clean, odor free, and lined each day. In order to maximize materials recovery and implement effective programs to reduce waste, the Lessee shall, to the extent practicable and consistent with all legal requirements, comply with the requirements and information found at: <https://ogs.ny.gov/greenny/state-agency-waste-reduction-reuse-recycling> within the Demised Premises in compliance with Section 19 of this Lease. As discussed in Section 19 of this Lease, the Lessee agrees, to the extent practicable, to assist the Lessor with implementing said programs and shall likewise source separate and remove all such waste and comply with the requirements and information found at: <https://ogs.ny.gov/greenny/state-agency-waste-reduction-reuse-recycling> and all laws, rules, orders, ordinances and regulations at any time issued or in force and applicable in the borough, city, county, or other municipality in which the Demised Premises are located.

Exterminating Service: The State shall contract for effective exterminator services, when and as necessary.

All of the above-described services shall be adequate and effective to keep the Demised Premises and all equipment and materials used by the Lessee, at all times, clean, sanitary, and free from rubbish, refuse, dust, dirt, offensive or unclean material, insects, rodents, and vermin.

The Parties agree that, the standards set forth on this Schedule can be amended with prior, written notice in accordance with Section 16 of this Lease, but in no event shall the standards be less than those that are adequate and effective to keep the Demised Premises and all equipment and materials used by the Parties, at all times, clean, sanitary, and free from rubbish, refuse, dust, dirt, offensive or unclean material, insects, rodents, and vermin.

The Lessee shall cooperate with the State in their compliance with the requirements of EO-22, which is annexed hereto as Exhibit 2, to the extent practicable and consistent with all legal requirements, including but not limited to utilizing the GreenNY Council’s approved specifications which can be found at: <https://ogs.ny.gov/greenny-purchasing-requirements-and-tools>.

TO: BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER

Your Committee recommends passage of “An Act approving Kitley Covill as a member of the Westchester County Board of Ethics.”

Your Committee is informed that pursuant to section 883.401 of the Laws of Westchester County, the Board of Ethics shall consist of seven members, five of whom shall be appointed by the County Executive, and two of whom shall be appointed by the Chair of the Board of Legislators. The members appointed by the County Executive shall be subject to confirmation by the Board of Legislators, while the members appointed by the Chair of the Board of Legislators shall be subject to approval by Act of the Board of Legislators.

Your Committee is further informed that Vedat Gashi, Chair of the Board of Legislators has appointed Hon. Kitley Covill to serve as a member of the Board of Ethics for a term to expire on December 31, 2025. As this Honorable Board is aware, Ms. Covill has a long history of public service, including serving as Assistant Chief Deputy County Attorney in the Westchester County Law Department, serving as Inspector General of Yonkers, and serving as a member of this Board, as Legislator for District 2.

During her tenure as Legislator, Ms. Covill was appointed by the County Executive, George Latimer, to serve as the employee member of the Board of Ethics. During her tenure on the Board of Ethics, she helped draft and shepherd through the new, comprehensive Code of Ethics for the County. She was also elected to the position of Chair of the Board of Ethics where she has overseen the implementation of the new Code of Ethics, and working with the various departments of the County has overseen the rollout of ethics training and the new digital financial disclosure system.

Your Committee recognizes that Ms. Covill is no longer an employee of the County, and therefore cannot continue occupying the mandatory employee position on the Board of Ethics. As such, and so that she can continue her outstanding work on the Board of Ethics, your Committee therefore recommends approval of the appointment of Kitley Covill as a member of the Board of Ethics appointed by the Chair of the Board of Legislators.

White Plains, New York
, 2024

Three handwritten signatures are present. The top signature is in black ink and appears to be 'J. D. [unclear]'. The middle signature is also in black ink and is more stylized, possibly 'Tony [unclear]'. The bottom signature is in blue ink and appears to be 'Call [unclear]'.

COMMITTEE ON Appointments

ACT NO. -2024

An Act approving Kitley
Covill as a member of the
Westchester County Board
of Ethics.

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

Section 1. Pursuant to Section 883.401 of the Laws of Westchester County, Kitley Covill, has been appointed by the Chair of the Board of Legislators as a member of the Board of Ethics for a term to expire on December 31, 2025.

Section 2. The appointment of Kitley Covill to the Board of Ethics is hereby approved for a term to expire on December 31, 2025.

Section 3. This Act shall take effect immediately.

RESOLUTION NO. _____ - 2024

RESOLVED, THAT THIS Board hold a public hearing pursuant to Section 303-b of the New York State Agriculture and Markets Law and Westchester County Act No. 95-2017 upon the proposed inclusion of additional parcels of land within Westchester County Agricultural District No. 1. The public hearing will be held at 7:30 p.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 this hearing, in the form annexed hereto, 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 and shall further provide written notice, in the form annexed hereto, to each municipality with territory that would be encompassed within the proposed district and to the New York State Commissioner of Agriculture and Markets.

NOTICE

NOTICE IS HEREBY GIVEN that, pursuant to Section 303-b of the New York State Agriculture and Markets Law and Westchester County Act No. 95-2017, the Westchester County Board of Legislators has received requests for the inclusion of additional parcels of predominantly viable agricultural land within Westchester County Agricultural District No. 1.

Those additional parcels are described as follows:

App #	Farm Name	SBL	Acres	Street Address	Municipality
2024-01	Greenwich Rd Nursery	84.18-1-24	9.00	235 Greenwich Road	Bedford
2024-02	Turtle Rock Farm	84.19-1-8	133.39	140 Greenwich Rd	Bedford
2024-02	Turtle Rock Farm	88.04-1-1	4.35	East Middle Patent Rd	North Castle
2024-02	Turtle Rock Farm	88.04-1-13	114.57	257 East Middle Patent Rd	North Castle
2024-02	Turtle Rock Farm	88.04-1-2	1.07	East Middle Patent Rd	North Castle
2024-02	Turtle Rock Farm	88.04-1-3	0.28	East Middle Patent Rd	North Castle
2024-02	Turtle Rock Farm	95.02-1-5	28.79	91 Hickory Pass	North Castle
2024-02	Turtle Rock Farm	95.02-2-1	12.93	93 Hickory Pass	North Castle
2024-02	Turtle Rock Farm	95.02-2-9	1.10	237 East Middle Patent Rd	North Castle
2024-02	Turtle Rock Farm	95.7-1-3	0.61	101 Brundage Ridge Rd	Bedford
2024-02	Turtle Rock Farm	95.7-2-1	23.80	143 Little Town Ln	Bedford
2024-02	Turtle Rock Farm	95.7-2-3	3.70	132 Little Town Ln	Bedford
2024-02	Turtle Rock Farm	95.8-1-2	3.80	114 Little Town Ln	Bedford
2024-03	Hill and Dale Farms	44.8-4-1	0.45	Wren Ct and Twilight Dr	Cortlandt
2024-03	Hill and Dale Farms	44.8-4-10	0.92	Hill and Dale Rd	Cortlandt
2024-03	Hill and Dale Farms	44.8-4-11	0.46	Twilight Dr and Hill and Dale Rd	Cortlandt
2024-03	Hill and Dale Farms	44.8-4-12	0.46	Twilight Dr	Cortlandt
2024-03	Hill and Dale Farms	44.8-4-16	0.45	Henry Pl	Cortlandt
2024-03	Hill and Dale Farms	44.8-4-17	0.37	Henry Pl	Cortlandt
2024-03	Hill and Dale Farms	44.8-4-19	0.55	Maple Ave	Cortlandt
2024-03	Hill and Dale Farms	44.8-4-2	0.46	Wren Ct	Cortlandt

App #	Farm Name	SBL	Acres	Street Address	Municipality
2024-03	Hill and Dale Farms	44.8-4-20	0.55	Maple Ave	Cortlandt
2024-03	Hill and Dale Farms	44.8-4-21	0.57	Maple Ave	Cortlandt
2024-03	Hill and Dale Farms	44.8-4-22	0.46	Wren Ct and Maple Ave	Cortlandt
2024-03	Hill and Dale Farms	44.8-4-3	0.50	Twilight Dr	Cortlandt
2024-03	Hill and Dale Farms	44.8-4-6	0.31	Twilight Dr	Cortlandt
2024-03	Hill and Dale Farms	44.8-4-7	0.41	Twilight Dr	Cortlandt
2024-03	Hill and Dale Farms	44.8-4-8	0.46	Twilight Dr	Cortlandt
2024-03	Hill and Dale Farms	45.5-2-26	0.46	Cobblers Way	Cortlandt
2024-03	Hill and Dale Farms	45.5-2-28	0.63	Maple Ave	Cortlandt
2024-03	Hill and Dale Farms	45.5-2-29	0.52	Maple Ave	Cortlandt
2024-03	Hill and Dale Farms	45.5-2-33	0.46	Maple Ave	Cortlandt
2024-03	Hill and Dale Farms	45.5-2-34	0.54	Maple Ave	Cortlandt
2024-04	Turn and Bolt Farm	27.-1765-9	18.53	100-126 Wallace Rd	North Salem
2024-05	Invictus Stables	34.-1370-3	10.10	577 Grant Rd	North Salem
2024-06	Orchard Hill Organics	37.14-1-2	3.85	12 Orchard Hill Road	Somers
2024-07	Hemato Institute	37.06-1-6.1	38.10	50 Orchard Hill Rd	Somers
2024-07	Hemato Institute	37.06-1-6.3	1.85	48 Orchard Hill Rd	Somers
2024-08	Cloverly Farm	74.13-1-1	8.00	929 Old Post Rd	Bedford
2024-08	Cloverly Farm	74.13-1-3	57.90	921 Old Post Rd	Bedford
2024-09	Farvue Farm	0030-10540-4	75.80	70 Spring Street South	Lewisboro
2024-09	Farvue Farm	0030-10540-3	9.62	Spring Street	Lewisboro
2024-09	Farvue Farm	0030-10540-2	23.52	Spring Street	Lewisboro
2024-10	Zino Nurseries	2-1735-59	24.55	Fields Ln	North Salem

The Westchester County Board of Legislators, pursuant to Section 303-b of the New York State Agriculture and Markets Law and Westchester County Act No. 95-2017, shall hold a public hearing to consider the proposed inclusion of these additional parcels of land in Westchester

County Agricultural District No. 1 and the recommendations of the Westchester County Agriculture and Farmland Protection Board. The public hearing will be held at 7:30 p.m. on the _____ day of _____, 2024 in the Chambers of the Board of Legislators, 8th Floor, Michaelian Office Building, White Plains, New York.

TO: BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER

Your Committee is in receipt of a report from the Westchester County Agriculture and Farmland Protection Board, dated July 8, 2024, stating its recommendations concerning five requests for the inclusion of viable agricultural land within Westchester County Agricultural District No. 1.

Your Committee has carefully reviewed the above-referenced report and is aware that this Honorable Board is charged with the duty, pursuant to Section 303-b of the New York State Agriculture and Markets Law and Westchester County Act No. 95-2017, of scheduling a Public Hearing concerning requests to add parcels to an existing Westchester County Agricultural District and the recommendations of the Westchester County Agriculture and Farmland Protection Board concerning those requests.

Your Committee recommends that this Honorable Board carry out the foregoing statutory duty by adopting a Resolution scheduling a Public Hearing upon the proposed additions to Westchester County Agricultural District No. 1 as soon as possible.

Your Committee would further advise, based upon its careful review of the report of the Westchester County Agriculture and Farmland Protection Board and barring the emergence of any adverse information during the course of the scheduled Public Hearing, that this Honorable Board, by Resolution, approve the inclusion in Westchester County Agricultural District No. 1 of so many of the pending requests as are consistent with the recommendation of the Westchester County Agriculture and Farmland Protection Board.

Additionally, and as you know, your Honorable Board must comply with the requirements of the State Environmental Quality Review Act ("SEQRA"). The Department of Planning has

advised that this proposed Resolution is classified as an Unlisted Action under SEQRA regulations that requires the adoption of the attached Negative Declaration. Your Committee concurs in this conclusion.

As this project is an “Unlisted” action under SEQRA, your Committee is also in receipt of an Environmental Assessment Form prepared by the Department of Planning to assist this Honorable Board in making a determination as required by SEQRA, which is necessary if this Honorable Board is to approve the attached Resolution.

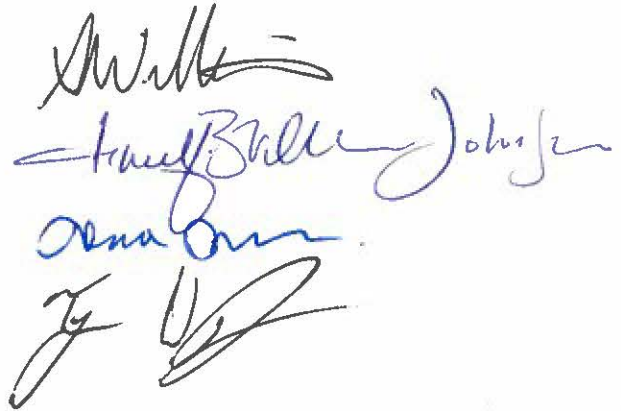
Your Committee has carefully considered the proposed legislation. It has reviewed the attached Environmental Assessment Form and the criteria contained in Section 617.7 of 6 NYCRR Part 617, the SEQRA regulations, to identify the relevant areas of environmental concern.

Your Committee has thoroughly analyzed the identified relevant areas of concern to determine if the proposed action may have a significant impact on the environment. For reasons set forth in the attached proposed Negative Declaration, your Committee believes that the proposed action will not have any significant impact on the environment and accordingly recommends passage of the annexed Resolution.

Your Committee has carefully considered the proposed legislation and recommends that your Honorable Board adopt a Resolution scheduling a public hearing concerning pending requests to add additional parcels to Westchester County Agricultural District No. 1 as well as a further Resolution, barring the emergence of any adverse information during the course of the scheduled Public Hearing, approving the inclusion in Westchester County Agricultural District No. 1 of so many of the pending requests as are consistent with the recommendation of the Westchester County Agriculture and Farmland Protection Board.

Your Committee requests that the Clerk of the Board notify each community in which the additional parcels are located of the date and time of the Public Hearing.

Dated: November 6th 2024
White Plains, New York



Parks & Environment

Housing & Planning

FISCAL IMPACT STATEMENT

SUBJECT: 2024 Additions to Ag District

☒ NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

☐ GENERAL FUND

☐ AIRPORT FUND

☐ SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense \$ -

Total Current Year Revenue \$ -

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

☐ Additional Appropriations ☐ Other (explain)

Identify Accounts: _____

Potential Related Operating Budget Expenses: Annual Amount 0

Describe: No impact.

Potential Related Operating Budget Revenues: Annual Amount 0

Describe: No impact.

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

Current Year: Processing of applications is performed by Planning Department staff.

Next Four Years: Annual application period is required by New York State Agricultural Districts Law.

Prepared by: David Kvinge

Title: Assistant Commissioner

Department: Department of Planning

Date: July 19, 2024

Reviewed By: *Christopher R. Ruggie*

Budget Director

Date: 7/22/24

RESOLUTION NO. – 2024

WHEREAS, there is pending before this Honorable Board a Resolution to approve the inclusion of additional parcels of land within the Westchester County Agricultural District; and

WHEREAS, as this project is an “Unlisted” action under the State Environmental Quality Review Act (“SEQRA”), an Environmental Assessment Form has been prepared by the Department of Planning to assist this Honorable Board in complying with its responsibilities under SEQRA; and

WHEREAS, this Honorable Board has carefully considered this proposed action and has reviewed the Environmental Assessment Form and the criteria set forth in Section 617.7 of 6 NYCRR Part 617 of the SEQRA regulations and has identified the relevant areas of environmental concern, as are fully set forth in the attached “Negative Declaration,” 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, that based on this Honorable Board’s review of the Environmental Assessment Form and for the reasons set forth in the annexed “Negative Declaration,” it is determined that there will be no adverse impact on the environment from the inclusion of additional parcels of land within the Westchester County Agricultural District; and be it further

RESOLVED, that the Clerk of the Board of Legislators is authorized and directed to sign and date the Determination of Significance in the attached Environmental Assessment Form as Responsible Officer in Lead Agency; thereby executing and issuing a Negative Declaration on behalf of this Board pursuant to Article 8 of the Environmental Conservation Law; and to immediately file, publish and make available the Environmental Assessment Form pursuant to the requirements of Part 617 of Title 6 of the Official Compilation of the Codes, Rules and Regulations of the State of New York; and be it further

RESOLVED, that this Resolution shall take effect immediately.

Dated: 2024
White Plains, New York

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: Addition of land to Westchester County Agricultural District No. 1							
Project Location (describe, and attach a location map): Various parcels in the towns of Bedford, Lewisboro, North Salem and Somers (see attached list and map).							
Brief Description of Proposed Action: The Westchester County Agricultural District was created in 2001, recertified in 2011 and recertified again in 2017. Owners of farmland may apply to have their land included within the district annually, pursuant to Agricultural Districts Law. The annual 30-day window to receive applications in Westchester County is the month of March. Five applications to include additional land were received for calendar year 2024.							
Name of Applicant or Sponsor: Westchester County Board of Legislators, c/o Sunday Vanderberg, Clerk and CAO		Telephone: 914-995-4604 E-Mail: mav5@westchestergov.com					
Address: 800 Michaelian Office Building, 148 Martine Avenue, 8th Floor							
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> <th style="width: 50%;">NO</th> <th style="width: 50%;">YES</th> </tr> <tr> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> </tr> </table>	NO	YES	<input type="checkbox"/>	<input checked="" type="checkbox"/>
NO	YES						
<input type="checkbox"/>	<input checked="" type="checkbox"/>						
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:			<table border="1" style="width: 100%; text-align: center;"> <tr> <th style="width: 50%;">NO</th> <th style="width: 50%;">YES</th> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>	NO	YES	<input type="checkbox"/>	<input type="checkbox"/>
NO	YES						
<input type="checkbox"/>	<input type="checkbox"/>						
3.a. Total acreage of the site of the proposed action? _____ acres b. Total acreage to be physically disturbed? _____ acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres							
4. Check all land uses that occur on, adjoining and near the proposed action. <div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"><input type="checkbox"/> Urban</div> <div style="width: 50%;"><input type="checkbox"/> Rural (non-agriculture)</div> <div style="width: 50%;"><input type="checkbox"/> Industrial</div> <div style="width: 50%;"><input type="checkbox"/> Commercial</div> <div style="width: 50%;"><input type="checkbox"/> Residential (suburban)</div> <div style="width: 50%;"><input type="checkbox"/> Forest</div> <div style="width: 50%;"><input type="checkbox"/> Agriculture</div> <div style="width: 50%;"><input type="checkbox"/> Aquatic</div> <div style="width: 50%;"><input type="checkbox"/> Other (specify): _____</div> <div style="width: 50%;"><input type="checkbox"/> Parkland</div> </div>							

5. Is the proposed action, a. A permitted use under the zoning regulations?	NO <input type="checkbox"/>	YES <input type="checkbox"/>	N/A <input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO <input type="checkbox"/>	YES <input type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO <input type="checkbox"/>	YES <input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO <input type="checkbox"/>	YES <input type="checkbox"/>	
b. Are public transportation service(s) available at or near the site of the proposed action?	<input type="checkbox"/>	<input type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?	<input 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: _____	NO <input type="checkbox"/>	YES <input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____	NO <input type="checkbox"/>	YES <input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____	NO <input type="checkbox"/>	YES <input type="checkbox"/>	
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?	NO <input type="checkbox"/>	YES <input type="checkbox"/>	
b. Is the proposed action located in an archeological sensitive area?	<input type="checkbox"/>	<input 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 <input type="checkbox"/>	YES <input type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____	<input type="checkbox"/>	<input type="checkbox"/>	
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input type="checkbox"/> Suburban			
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO <input type="checkbox"/>	YES <input type="checkbox"/>	
16. Is the project site located in the 100 year flood plain?	NO <input type="checkbox"/>	YES <input type="checkbox"/>	
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? <input type="checkbox"/> NO <input type="checkbox"/> YES	NO <input type="checkbox"/>	YES <input type="checkbox"/>	
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: _____	<input type="checkbox"/> NO <input type="checkbox"/> YES		

18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____ _____	NO <input type="checkbox"/>	YES <input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____	NO <input type="checkbox"/>	YES <input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____	NO <input type="checkbox"/>	YES <input type="checkbox"/>
I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor name: David Kvinge, Assistant Commissioner (preparer) Date: July 19, 2024 Signature: <u>David Kvinge</u>		

Short Environmental Assessment Form

Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

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

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<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.

See attachment

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

Westchester County Board of Legislators

Name of Lead Agency

Sunday Vanderberg

Print or Type Name of Responsible Officer in Lead Agency

Signature of Responsible Officer in Lead Agency

Date

Clerk and Chief Administrative Officer

Title of Responsible Officer

Signature of Preparer (if different from Responsible Officer)

David Kvinge, Director of Environmental Planning

STATE ENVIRONMENTAL QUALITY REVIEW

ADDENDUM TO EAF

The Proposed Action is the recommendation by the Westchester County Board of Legislators to the New York State Commissioner of Agriculture concerning the inclusion of additional parcels of land within the Westchester County Agricultural District, as provided for under Section 303-b of Article 25-AA of New York State Agriculture and Markets Law. Inclusion of parcels of land within an agricultural district does not, in and of itself, supersede or modify existing land use ordinances or regulations. Consequently, additions of land to an existing agricultural district will not result in the physical alteration of the environment or otherwise have a negative impact on the environment. Rather, the addition of land to an existing agricultural district promotes the preservation of viable agricultural land and has other environmental benefits as described below. The New York State Department of Agriculture and Markets has determined that modifications to an agricultural district are an Unlisted action with respect to SEQR. The County Board of Legislators is conducting uncoordinated review as permitted for Unlisted actions.

The applications received for 2024 are described in more detail in the 2024 report of the Westchester County Agriculture and Farmland Protection Board, including recommendations on whether to include each parcel. A map and list of the applications and individual parcels follows this narrative.

Agricultural land and the agricultural industry in Westchester County continue to be under considerable pressure to convert to other land uses, typically residential subdivision. Agricultural land contributes significantly to the quality of life in Westchester County by providing open space, links to cultural history, vegetative and wildlife habitat, and a local source of fresh food. The protection and enhancement of agricultural land is in furtherance of the County's goals, as described in the County Planning Board's long-range planning document, *Patterns for Westchester: the Land and the People*, and the County Agriculture and Farmland Protection Plan, to protect natural and cultural resources, preserve open space and community character, and reduce environmental impacts associated with development. The Westchester County Board of Legislators created the Agriculture and Farmland Protection Board and the Westchester County Agricultural District to protect agricultural land and enhance the agricultural industry in furtherance of these goals. New York State Agriculture and Markets Law requires that counties that have a certified agricultural district conduct an annual review of applications received for the inclusion of additional parcels of land within the agricultural district and submit recommendations, if warranted, to the New York State Commissioner of Agriculture.

Inclusion of additional agricultural parcels within the Agricultural District does not have a physical impact on the environment. Inclusion of land within the agricultural district furthers the goals and objectives of the County to:

- Preserve and protect the county's natural resources, including the drinking water supply;
- Assure a diverse and interconnected system of open space, supporting a variety of flora and fauna and providing contrast in the texture of the landscape;
- Enhance a broad economic base and economic opportunity within the county; and
- Protect the county's educational, cultural, historic and aesthetic resources for future generations.

2024 APPLICATIONS TO INCLUDE ADDITIONAL PARCELS
WITHIN THE WESTCHESTER COUNTY AGRICULTURAL DISTRICT

App #	Farm Name	SBL	Acres	Street Address	Municipality
2024-01	Greenwich Rd Nursery	84.18-1-24	9.00	235 Greenwich Road	Bedford
2024-02	Turtle Rock Farm	84.19-1-8	133.39	140 Greenwich Rd	Bedford
2024-02	Turtle Rock Farm	88.04-1-1	4.35	East Middle Patent Rd	North Castle
2024-02	Turtle Rock Farm	88.04-1-13	114.57	257 East Middle Patent Rd	North Castle
2024-02	Turtle Rock Farm	88.04-1-2	1.07	East Middle Patent Rd	North Castle
2024-02	Turtle Rock Farm	88.04-1-3	0.28	East Middle Patent Rd	North Castle
2024-02	Turtle Rock Farm	95.02-1-5	28.79	91 Hickory Pass	North Castle
2024-02	Turtle Rock Farm	95.02-2-1	12.93	93 Hickory Pass	North Castle
2024-02	Turtle Rock Farm	95.02-2-9	1.10	237 East Middle Patent Rd	North Castle
2024-02	Turtle Rock Farm	95.7-1-3	0.61	101 Brundage Ridge Rd	Bedford
2024-02	Turtle Rock Farm	95.7-2-1	23.80	143 Little Town Ln	Bedford
2024-02	Turtle Rock Farm	95.7-2-3	3.70	132 Little Town Ln	Bedford
2024-02	Turtle Rock Farm	95.8-1-2	3.80	114 Little Town Ln	Bedford
2024-03	Hill and Dale Farms	44.8-4-1	0.45	Wren Ct and Twilight Dr	Cortlandt
2024-03	Hill and Dale Farms	44.8-4-10	0.92	Hill and Dale Rd	Cortlandt
2024-03	Hill and Dale Farms	44.8-4-11	0.46	Twilight Dr and Hill and Dale Rd	Cortlandt
2024-03	Hill and Dale Farms	44.8-4-12	0.46	Twilight Dr	Cortlandt
2024-03	Hill and Dale Farms	44.8-4-16	0.45	Henry Pl	Cortlandt
2024-03	Hill and Dale Farms	44.8-4-17	0.37	Henry Pl	Cortlandt
2024-03	Hill and Dale Farms	44.8-4-19	0.55	Maple Ave	Cortlandt
2024-03	Hill and Dale Farms	44.8-4-2	0.46	Wren Ct	Cortlandt
2024-03	Hill and Dale Farms	44.8-4-20	0.55	Maple Ave	Cortlandt
2024-03	Hill and Dale Farms	44.8-4-21	0.57	Maple Ave	Cortlandt
2024-03	Hill and Dale Farms	44.8-4-22	0.46	Wren Ct and Maple Ave	Cortlandt
2024-03	Hill and Dale Farms	44.8-4-3	0.50	Twilight Dr	Cortlandt
2024-03	Hill and Dale Farms	44.8-4-6	0.31	Twilight Dr	Cortlandt
2024-03	Hill and Dale Farms	44.8-4-7	0.41	Twilight Dr	Cortlandt
2024-03	Hill and Dale Farms	44.8-4-8	0.46	Twilight Dr	Cortlandt
2024-03	Hill and Dale Farms	45.5-2-26	0.46	Cobblers Way	Cortlandt
2024-03	Hill and Dale Farms	45.5-2-28	0.63	Maple Ave	Cortlandt
2024-03	Hill and Dale Farms	45.5-2-29	0.52	Maple Ave	Cortlandt
2024-03	Hill and Dale Farms	45.5-2-33	0.46	Maple Ave	Cortlandt
2024-03	Hill and Dale Farms	45.5-2-34	0.54	Maple Ave	Cortlandt

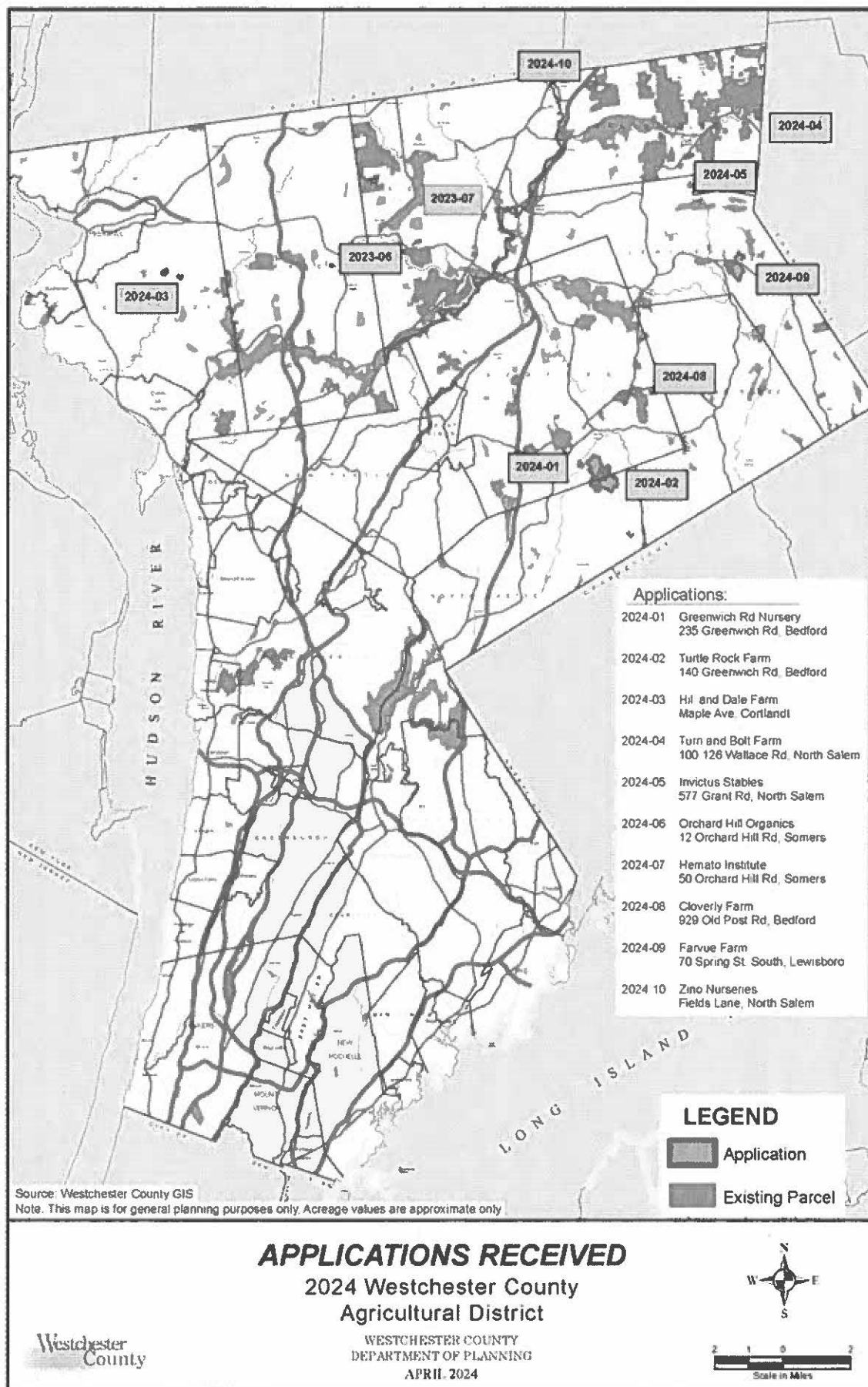
Inclusion of Additional Parcels within the Westchester County Agricultural District

Addendum to Short EAF

Page 3

App #	Farm Name	SBL	Acres	Street Address	Municipality
2024-04	Turn and Bolt Farm	27.-1765-9	18.53	100-126 Wallace Rd	North Salem
2024-05	Invictus Stables	34.-1370-3	10.10	577 Grant Rd	North Salem
2024-06	Orchard Hill Organics	37.14-1-2	3.85	12 Orchard Hill Road	Somers
2024-07	Hemato Institute	37.06-1-6.1	38.10	50 Orchard Hill Rd	Somers
2024-07	Hemato Institute	37.06-1-6.3	1.85	48 Orchard Hill Rd	Somers
2024-08	Cloverly Farm	74.13-1-1	8.00	929 Old Post Rd	Bedford
2024-08	Cloverly Farm	74.13-1-3	57.90	921 Old Post Rd	Bedford
2024-09	Farvue Farm	0030-10540-4	75.80	70 Spring Street South	Lewisboro
2024-09	Farvue Farm	0030-10540-3	9.62	Spring Street	Lewisboro
2024-09	Farvue Farm	0030-10540-2	23.52	Spring Street	Lewisboro
2024-10	Zino Nurseries	2-1735-59	24.55	Fields Ln	North Salem

Inclusion of Additional Parcels within the Westchester County Agricultural District
 Addendum to Short EAF
 Page 4



RESOLUTION NO. – 2024

WHEREAS, the County, by Resolution No. 223-2000, submitted a proposal to the New York State Commissioner of Agriculture and Markets to establish Westchester County Agricultural District No. 1, which was certified by the New York State Commissioner of Agriculture and Markets and became effective on July 19, 2001 with an eight-year review period; and

WHEREAS, the County, by Resolution No. 161-2010, after conducting a review of the district in accordance with Agricultural Districts Law, submitted a proposal to the New York State Commissioner of Agriculture and Markets to continue the Westchester County Agricultural District No. 1 with modifications including limiting the district to certain municipalities within the County and creating criteria for parcels to be located within the district, which was certified by the New York State Commissioner of Agriculture and Markets and became effective on September 19, 2011; and

WHEREAS, the County, by Resolution No. 70-2017, after conducting a review of the district in accordance with Agricultural Districts Law, submitted a proposal to the New York State Commissioner of Agriculture and Markets to continue the Westchester County Agricultural District No. 1 with the previous modifications including limiting the district to certain municipalities within the County and creating criteria for parcels to be located within the district, which was certified by the New York State Commissioner of Agriculture and Markets and became effective on August 17, 2017; and

WHEREAS, the County, by Act No. 55-2004 in accordance with Section 303-b of New York State Agriculture and Markets Law, established an annual 30-day period in which to receive applications for the inclusion of additional parcels of land within Westchester County Agricultural District No. 1, which was repealed and replaced by Act. No. 95-2017 establishing the 30-day period as the month of March; and

WHEREAS, Westchester County Agricultural District No. 1 is the only certified agricultural district within Westchester County; and

WHEREAS, the Westchester County Board of Legislators has received five applications for inclusion of parcels of land into Westchester County Agricultural District No. 1; and

WHEREAS, the applications were forwarded to the Westchester County Agriculture and Farmland Protection Board (AFPB) for review and report, and the AFPB, after due deliberation and consideration of the conditions of each parcel and the agricultural operations on them or planned for them, determined: (1) whether the parcels consisted primarily of viable agricultural land as defined by New York State Agriculture and Markets Law; (2) whether the existing or proposed agricultural operation serves the public interest by assisting in maintaining a viable agricultural industry; and (3) whether the application met the eligibility requirements and satisfied the evaluation criteria associated with the district as modified during the recertification process; and recommended approval of four of the applications as described in the AFPB report; and

WHEREAS, agricultural land contributes significantly to the quality of life in Westchester County by providing open space, links to our cultural history, vegetative and wildlife habitat, and a local source of fresh food; and

WHEREAS, the protection and enhancement of agricultural land is in furtherance of the County's goals to protect natural and cultural resources, preserve open space and community character, and reduce the environmental impacts associated with development; and

WHEREAS, a duly noticed public hearing was held on _____, at which time local municipalities, the public, and other interested parties were given the opportunity to comment on the proposed addition of parcels to the Agricultural District;

NOW, THEREFORE, BE IT RESOLVED, that the Westchester County Board of Legislators approves the inclusion, subject to the limitations (if any) expressed in the report of the Westchester County Agriculture and Farmland Protection Board, of the following applications for additional parcels of land within the Westchester County Agricultural District No. 1: Application #2024-01, #2024-08, #2024-09, #2024-10, which applications are more fully described in the report of the Agriculture and Farmland Protection Board; and

BE IT FURTHER RESOLVED, that the Clerk of the Board is directed to forward a copy of this Resolution, along with the report of the Agriculture and Farmland Protection Board and other required information in support of the applications to the Commissioner of the New York State Department of Agriculture and Markets for review and certification.

Dated: 2024
White Plains, New York

Report of the
Westchester County Agriculture and Farmland Protection Board
for the Addition of New Parcels to
Westchester County Agricultural District No. 1
Calendar Year 2024
Adopted July 8, 2024

Background:

Westchester County encourages the preservation of agricultural land and the promotion of the agricultural industry within the county in recognition of the important role it plays in protecting open space and the environment; preserving community, cultural, and scenic character; providing locally grown agricultural products; offering unique agricultural services and educational opportunities; and supporting the economy. The County has implemented a number of programs and initiatives to protect its remaining farmland and encourage a strong agricultural industry, including the creation of the County Agriculture and Farmland Protection Board and the Westchester County Agricultural District. Agricultural districts provide benefits that help make and keep farming as a viable economic activity, thereby maintaining land in active agricultural use. Agricultural districts encourage development pressure to focus on other areas of a community and provide farm owners protection under the state's Right to Farm laws.

Agricultural Districts must be recertified periodically (the review period for Westchester's Agricultural District is every eight years). The Westchester County Agricultural District was certified by the New York State Commissioner of Agriculture in 2001. The County began the evaluation and recertification process in 2008, culminating with the submission in 2010 of proposed modifications to the District. The District was recertified by the Commissioner of Agriculture in September 2011, incorporating those proposed modifications, which include limiting the District to the Towns of Cortlandt, Yorktown, Somers, North Salem, Bedford and Lewisboro; the Village of Sleepy Hollow and the portion of Mount Pleasant west of the Taconic State Parkway. The following criteria were also developed to be used in the evaluation of proposals to include additional land within the district. The District was recertified in 2017 with the same geographic limitations and evaluation criteria.

1. Farm operations must be of a minimum size or scale. For each farm operation (not each individual parcel), the total area of the farm parcels must be a minimum of seven acres and the farm must have a minimum of \$10,000 annual gross sales value, as defined in Ag and Markets Law. A farm operation that does not meet the seven-acre minimum may be eligible for inclusion if it has a minimum of \$50,000 annual gross sales value, as defined in Ag and Markets Law.
2. Individual parcels must function as a single farm. If parcels of land are not contiguous, the applicant must adequately demonstrate that the individual parcels function as a single farm operation.
3. The parcel(s) must be able to support the agricultural activity. The applicant must demonstrate that the land is capable of supporting the agricultural activity.
4. The agricultural operation must be the predominant commercial land use of the site. The agricultural activity on each parcel of land must constitute a minimum of 51% of the land area of the parcel, excluding fallow land, wooded portions of the property or portions of the property used as a residence. The agricultural activity on each parcel of land must also constitute a minimum of 51% of the annual gross sales value generated on the parcel.

5. Sound agricultural practices must be employed to protect environmental resources. Applicants must demonstrate that the agricultural operation is operating under a Whole Farm Plan, nutrient management plan, integrated pest management plan or similar plan to ensure that excess nutrients, pesticides, herbicides and pathogen transfer off-site is avoided to the maximum extent practical through the implementation of agricultural best management practices.
6. Other information may be required. The Agriculture and Farmland Protection Board reserves the right to request additional information it determines necessary to fully evaluate the operation or land.

In 2003 New York State Agriculture and Markets Law (AML) was amended to allow property owners to petition to include their lands within an existing agricultural district. Prior to the 2003 amendment, property owners would have to wait until the district was renewed at the end of the recertification period. Lands to be included in the district must be determined to be predominantly viable agricultural land per AML §301.7 and also serve the public interest by assisting in maintaining a viable agricultural industry within the district. Applications are made to the Westchester County Board of Legislators, which refers the requests to the Westchester County Agriculture and Farmland Protection Board (AFPB) for review and recommendation back to the Board of Legislators. Final recommendations are sent to the State Commissioner of Agriculture for review and certification. The application period ends March 31 of each year.

2024 Applications and Recommendations:

For calendar year 2024, the Westchester County Agriculture and Farmland Protection Board received ten (10) applications for the inclusion of additional land within Westchester County Agricultural District Number 1. The AFPB recommends inclusion of applications 2024-01, 2024-08, 2024-09 and 2024-10. More detailed information is included in the following section. Applicants for remaining applications are encouraged to re-apply when more substantial agricultural activity is underway.

App #	Farm Name	SBL	Acres	Street Address	Municipality
2024-01	Greenwich Rd Nursery	84.18-1-24	9.00	235 Greenwich Road	Bedford
2024-02	Turtle Rock Farm	84.19-1-8	133.39	140 Greenwich Rd	Bedford
2024-02	Turtle Rock Farm	88.04-1-1	4.35	East Middle Patent Rd	North Castle
2024-02	Turtle Rock Farm	88.04-1-13	114.57	257 East Middle Patent Rd	North Castle
2024-02	Turtle Rock Farm	88.04-1-2	1.07	East Middle Patent Rd	North Castle
2024-02	Turtle Rock Farm	88.04-1-3	0.28	East Middle Patent Rd	North Castle
2024-02	Turtle Rock Farm	95.02-1-5	28.79	91 Hickory Pass	North Castle
2024-02	Turtle Rock Farm	95.02-2-1	12.93	93 Hickory Pass	North Castle
2024-02	Turtle Rock Farm	95.02-2-9	1.10	237 East Middle Patent Rd	North Castle
2024-02	Turtle Rock Farm	95.7-1-3	0.61	101 Brundage Ridge Rd	Bedford
2024-02	Turtle Rock Farm	95.7-2-1	23.80	143 Little Town Ln	Bedford
2024-02	Turtle Rock Farm	95.7-2-3	3.70	132 Little Town Ln	Bedford
2024-02	Turtle Rock Farm	95.8-1-2	3.80	114 Little Town Ln	Bedford
2024-03	Hill and Dale Farms	44.8-4-1	0.45	Wren Ct and Twilight Dr	Cortlandt
2024-03	Hill and Dale Farms	44.8-4-10	0.92	Hill and Dale Rd	Cortlandt
2024-03	Hill and Dale Farms	44.8-4-11	0.46	Twilight Dr and Hill and Dale Rd	Cortlandt
2024-03	Hill and Dale Farms	44.8-4-12	0.46	Twilight Dr	Cortlandt

**2024 Report of the Westchester County Agriculture and Farmland Protection Board
for the Inclusion of Additional Land in the Westchester County Agricultural District**

App #	Farm Name	SBL	Acres	Street Address	Municipality
2024-03	Hill and Dale Farms	44.8-4-16	0.45	Henry Pl	Cortlandt
2024-03	Hill and Dale Farms	44.8-4-17	0.37	Henry Pl	Cortlandt
2024-03	Hill and Dale Farms	44.8-4-19	0.55	Maple Ave	Cortlandt
2024-03	Hill and Dale Farms	44.8-4-2	0.46	Wren Ct	Cortlandt
2024-03	Hill and Dale Farms	44.8-4-20	0.55	Maple Ave	Cortlandt
2024-03	Hill and Dale Farms	44.8-4-21	0.57	Maple Ave	Cortlandt
2024-03	Hill and Dale Farms	44.8-4-22	0.46	Wren Ct and Maple Ave	Cortlandt
2024-03	Hill and Dale Farms	44.8-4-3	0.50	Twilight Dr	Cortlandt
2024-03	Hill and Dale Farms	44.8-4-6	0.31	Twilight Dr	Cortlandt
2024-03	Hill and Dale Farms	44.8-4-7	0.41	Twilight Dr	Cortlandt
2024-03	Hill and Dale Farms	44.8-4-8	0.46	Twilight Dr	Cortlandt
2024-03	Hill and Dale Farms	45.5-2-26	0.46	Cobblers Way	Cortlandt
2024-03	Hill and Dale Farms	45.5-2-28	0.63	Maple Ave	Cortlandt
2024-03	Hill and Dale Farms	45.5-2-29	0.52	Maple Ave	Cortlandt
2024-03	Hill and Dale Farms	45.5-2-33	0.46	Maple Ave	Cortlandt
2024-03	Hill and Dale Farms	45.5-2-34	0.54	Maple Ave	Cortlandt
2024-04	Turn and Bolt Farm	27.-1765-9	18.53	100-126 Wallace Rd	North Salem
2024-05	Invictus Stables	34.-1370-3	10.10	577 Grant Rd	North Salem
2024-06	Orchard Hill Organics	37.14-1-2	3.85	12 Orchard Hill Road	Somers
2024-07	Hemato Institute	37.06-1-6.1	38.10	50 Orchard Hill Rd	Somers
2024-07	Hemato Institute	37.06-1-6.3	1.85	48 Orchard Hill Rd	Somers
2024-08	Cloverly Farm	74.13-1-1	8.00	929 Old Post Rd	Bedford
2024-08	Cloverly Farm	74.13-1-3	57.90	921 Old Post Rd	Bedford
2024-09	Farvue Farm	0030-10540-4	75.80	70 Spring Street South	Lewisboro
2024-09	Farvue Farm	0030-10540-3	9.62	Spring Street	Lewisboro
2024-09	Farvue Farm	0030-10540-2	23.52	Spring Street	Lewisboro
2024-10	Zino Nurseries	2-1735-59	24.55	Fields Ln	North Salem

Reinstatements of Farms Previously in the Agricultural District

The Agriculture and Farmland Protection Board has created an expedited process for the reinstatement of parcels that were previously in the agricultural district but not included in a subsequent recertification due to no fault of the property owner and where the nature and scale of the farm operation has not changed. Proposed reinstatements are subject to the following.

1. The BOL process to recommend parcels to the state has not concluded.
2. The County receives a completed application form, with information addressing the following issues.

- a. The farm parcels were not intentionally removed from the ag district by the County or property owner for any reason.
 - b. The size and nature of the farm operation is essentially the same as when the farm was previously in the agricultural district.
 - c. The applicant intends to continue the operation in its current state and original type of agricultural operation, with only modest changes or increases in size or scale.
3. The County Agriculture and Farmland Protection Board votes affirmatively, either in person or by email, to reinstate the farm operation.

This process is intended to address instances where farms have, either as an oversight or miscommunication between the County and farm owner or other guileless error, been removed from the agricultural district during the recertification process and have not (and are not proposed to be) changed substantially in nature or scale since when they were originally in the agricultural district.

Date of Report:

Applicants were invited to the AFPB meetings on May 13 and June 10 to ask and answer questions about their applications. The Westchester County Agriculture and Farmland Protection Board (AFPB) drafted and adopted this report at its July 8, 2024 meeting by unanimous vote.

DETAILED REVIEW

Application Number: 2024-01

Applicant: Greenwich Road Holdings, LLC

Farm Name: Greenwich Road Nursery

Farm Operation: Nursery

Property Address: 235 Greenwich Road, Bedford

Tax Parcel Identification (Section-Block-Lot): 84.18-1-24 **Acres:** 9.0

AFPB Site Visit Date: May 20, 2024

Description of Property and Operation:

The property is partially wooded and fairly level. The Mianus River flows through the rear of the property, and a large DEC-regulated wetland system is also located in the rear half of the property. The property was previously used as a small agricultural operation, and the applicant proposes to revive much of the previous uses, using the property and buildings for commercial horticulture. The applicant currently grows annuals, perennials, vegetables and cut flowers for sale at the site. The applicant proposes to expand this use, including expanding the existing greenhouse and cultivated acreage. The applicant has submitted a business plan and a Whole Farm Plan describing agricultural best management practices that they prepared for the site.

Agriculture and Farmland Protection Board Assessment and Recommendation:

The AFPB recommends inclusion of the parcel in the agricultural district.

DETAILED REVIEW

Application Number: 2024-02

Applicant: ASGNW Properties, LLC

Farm Name: Turtle Rock Farm

Farm Operation: Crops (fruits trees, vegetables, livestock products)

Property Address: 140 Greenwich Road, Bedford

Tax Parcel Identification	(Section-Block-Lot):	Acres: (total 165.30)
140 Greenwich Rd	84.19-1-8	133.39
101 Brundage Ridge Rd	95.7-1-3	0.61
143 Little Town Ln	95.7-2-1	23.80
132 Little Town Ln	95.7-2-3	3.70
114 Little Town Ln	95.8-1-2	3.80

AFPB Site Visit Date: May 20, 2024

Description of Property and Assessment of Operation:

Seven additional parcels located in the Town of New Castle, totaling 163 acres, were included in the application but are not eligible for inclusion in the district in accordance with the district boundaries established during the last recertification. The entire farm, including the land within the Town of New Castle, was previously included in the Agricultural District. The applicant is in the process of reviving the previous agricultural operation and expanding it to focus agricultural operations on organic produce. The applicant has submitted a business plan describing a large scale operation with a variety of current and future uses, including an apiary and small livestock operation, and a professional farm manager and staff. The applicant has also submitted a business plan for the operation and has prepared a Whole Farm Plan that will be revised and supplemented with a Nutrient Management Plan once the operation is more fully established.

Agriculture and Farmland Protection Board Recommendation:

Only the parcels located in the Town of Bedford are eligible for inclusion because the Town of North Castle is not eligible for inclusion in the district in its current state (the district is due for recertification in 2025). With respect to the parcels located in the Town of Bedford, while the applicant has submitted a detailed plan describing an extensive agricultural operation, the operation is only just beginning to be implemented. The AFPB recommends that the applicant re-apply once the agricultural operation has expanded in scale.

DETAILED REVIEW

Application Number: 2024-03

Applicant: Igorwitz Inc

Farm Name: Hill and Dale Farms

Farm Operation: Crops (fruit trees, crops, aquaculture)

Property Address: Hill and Dale Road, Cortlandt

Tax Parcel Identification	(Section-Block-Lot):	Acres: (total 9.99)
Wren Ct and Twilight Dr	44.8-4-1	0.45
Hill and Dale Rd	44.8-4-10	0.92
Twilight Dr and Hill and Dale Rd	44.8-4-11	0.46
Twilight Dr	44.8-4-12	0.46
Henry Pl	44.8-4-16	0.45
Henry Pl	44.8-4-17	0.37
Maple Ave	44.8-4-19	0.55
Wren Ct	44.8-4-2	0.46
Maple Ave	44.8-4-20	0.55
Maple Ave	44.8-4-21	0.57
Wren Ct and Maple Ave	44.8-4-22	0.46
Twilight Dr	44.8-4-3	0.50
Twilight Dr	44.8-4-6	0.31
Twilight Dr	44.8-4-7	0.41
Twilight Dr	44.8-4-8	0.46
Cobblers Way	45.5-2-26	0.46
Maple Ave	45.5-2-28	0.63
Maple Ave	45.5-2-29	0.52
Maple Ave	45.5-2-33	0.46
Maple Ave	45.5-2-34	0.54

AFPB Site Visit Date: May 20, 2024

Description of Property and Assessment of Operation:

The proposed operation will be located on a variety of small residential parcels, located in groups in the general vicinity along Maple Avenue. The applicant has submitted a business plan describing a proposed operation that will include the production of heirloom fruits and vegetables as well as honey, farmed fish, and an herb and house plant nursery.

Agriculture and Farmland Protection Board Recommendation:

While the applicant has submitted a detailed plan describing an agricultural operation utilizing portions of the parcels noted, the operation is only just beginning to be implemented. The AFPB recommends that the applicant re-apply once the agricultural operation has expanded in scale.

DETAILED REVIEW

Application Number: 2024-04

Applicant: Turn and Bolt, LLC

Farm Name: Turn and Bolt Farm

Farm Operation: Equine (commercial horse boarding)

Property Address: 100-126 Wallace Street, North Salem

Tax Parcel Identification (Section-Block-Lot): 27.-1765-9 **Acres:** 18.53

AFPB Site Visit Date: April 15, 2024

Description of Property and Operation:

The applicant proposes a commercial horse boarding operation for up to twenty horses with ancillary buildings and site improvements. While currently wooded, the applicant has received a special permit for the use from the Town of North Salem and is in the process of clearing the parcel for construction. The property is located in proximity to existing riding trails. The applicant is also in the process of developing a Whole Farm Plan for the operation.

Agriculture and Farmland Protection Board Assessment and Recommendation:

While the AFPB recognizes that the applicant has submitted detailed development plans for the property and that clearing and preparation of the site is underway, the Board recommends that the applicant re-submit an application after the actual equine operation is underway.

DETAILED REVIEW

Application Number: 2024-05

Applicant: Wheelhouse Group, LLC

Farm Name: Invictus Stables

Farm Operation: Equine (commercial horse boarding)

Property Address: 577 Grant Road, North Salem

Tax Parcel Identification (Section-Block-Lot): 34.-1370-3

Acres: 10.10

AFPB Site Visit Date: April 15, 2024

Description of Property and Operation:

The site a proposed commercial horse boarding operation located on a relatively flat parcel of land with existing ancillary structures and access to existing riding trails. The owner has stated that approval for the operation has been granted by the Town. The applicant proposes to expand the operation to include indoor and outdoor riding rings and other related structures.

Agriculture and Farmland Protection Board Assessment and Recommendation:

While the applicant has submitted a detailed plan describing an agricultural operation, the AFPB recommends that the applicant re-apply once the agricultural operation has expanded in scale.

DETAILED REVIEW

Application Number: 2024-06

Applicant: David J. Rowe

Farm Name: Orchard Hill Organics

Farm Operation: Crops

Property Address: 12 Orchard Hill Road, Somers

Tax Parcel Identification (Section-Block-Lot): 37.14-1-2

Acres: 3.85

AFPB Site Visit Date: April 15, 2024

Description of Property and Operation:

The applicant proposes to expand the existing operation to a residential parcel of land located across the street from the existing operation. The subject parcel is a long parcel and is largely wooded and sloping to the rear. The applicant proposes to utilize the existing buildings on the site as growing rooms, propagation and for related agricultural uses. Existing lawn areas will be converted to agricultural uses as well (moving perennials over to 12 Orchard Hill parcel. Parcel at 10 Orchard Hill used for vegetable production. They will use 12 Orchard Hill for perennials, which do not generate a lot of daily noise.

Agriculture and Farmland Protection Board Assessment and Recommendation:

At the current time, the operation at the site appears to be more residential in nature and is not of significant scale to warrant inclusion in the district. The Board recommends that the applicant re-apply when more agricultural activity is occurring and information provided taking into consideration the close proximity to nearby residential properties.

DETAILED REVIEW

Application Number: 2024-07

Applicant: Hemato Institute

Farm Name: Hemato Institute

Farm Operation: Crops

Property Address: 50 Orchard Hill Road, Somers

Tax Parcel Identification	(Section-Block-Lot):	Acres: (total 39.95)
50 Orchard Hill Rd	37.06-1-6.1	38.10
48 Orchard Hill Rd	37.06-1-6.3	1.85

AFPB Site Visit Date: April 15, 2024

Description of Property and Operation:

The property, adjacent to Angle Fly Preserve to the east, is largely open land with some buildings and appears to be used primarily as a retreat and educational facility. The applicant has submitted a brief statement concerning the existing agricultural operation and plans to expand it.

Agriculture and Farmland Protection Board Assessment and Recommendation:

The agricultural operation is just starting and appears to be ancillary to the other uses of the site. The AFPB encourages the applicant to reapply when more agricultural activity is underway and it can be demonstrated that the agricultural operation is the predominant non-residential use of the site.

DETAILED REVIEW

Application Number: 2024-08
Applicant: Thomas Butkiewicz and Catherine Egan
Farm Name: Cloverly Farm
Farm Operation: Crops (vegetables, eggs)
Property Address: 929 Old Post Road, Bedford

Tax Parcel Identification	(Section-Block-Lot):	Acres: (total 65.90)
929 Old Post Rd	74.13-1-1	8.00
921 Old Post Rd	74.13-1-3	57.90

AFPB Site Visit Date: May 20, 2024

Description of Property and Operation:

The property is relatively flat, although much of it contains a DEC-regulated wetland. However, the farmed portion of the property is suitable for the agricultural activity. The operation includes fields planted with pumpkins and other vegetables, an apiary, and other products including preparation of mulch and the sale of firewood. The applicant has been donating some products to local food pantries and restaurants and plans on converting the existing residence on the property into a farm building.

Agriculture and Farmland Protection Board Assessment and Recommendation:

The AFPB believes that the large size of property and included buffers make the property suitable for the proposed operation, including the processing of mulch, which can create noise. The AFPB recommends including the two parcels in the agricultural district subject to receipt from the applicant of information demonstrating that the operation generates adequate value of products, whether sold or donated, in accordance with the AFPB evaluation criteria.

DETAILED REVIEW

Application Number: 2024-09

Applicant: Farvue Farm, LLC

Farm Name: Farvue Farm

Farm Operation: Crops (hay, timber, vegetables)

Property Address: 70 Spring Street South, Lewisboro

Tax Parcel Identification	(Section-Block-Lot):	Acres: (total 108.94)
70 Spring Street South	0030-10540-4	75.80
Spring Street	0030-10540-3	9.62
Spring Street	0030-10540-2	23.52

AFPB Site Visit Date: May 20, 2024

Description of Property and Operation:

The property was previously included in the agricultural district but not included in the recertification of the district. The property is relatively flat with a mix of wooded areas and open fields, with a stream and associated wetlands. The operation includes a commercial hay operation supplemented with the production and sale of vegetables, compost, topsoil and wood and timber products.

Agriculture and Farmland Protection Board Assessment and Recommendation:

The operation is in progress. The AFPB recommends inclusion of all the parcels.

DETAILED REVIEW

Application Number: 2024-10

Applicant: High Rocks Six, LLC

Farm Name: Zino Nurseries

Farm Operation: Nursery

Property Address: Fields Lane, North Salem

Tax Parcel Identification (Section-Block-Lot): 2-1735-59

Acres: 24.55

AFPB Site Visit Date: April 15, 2024

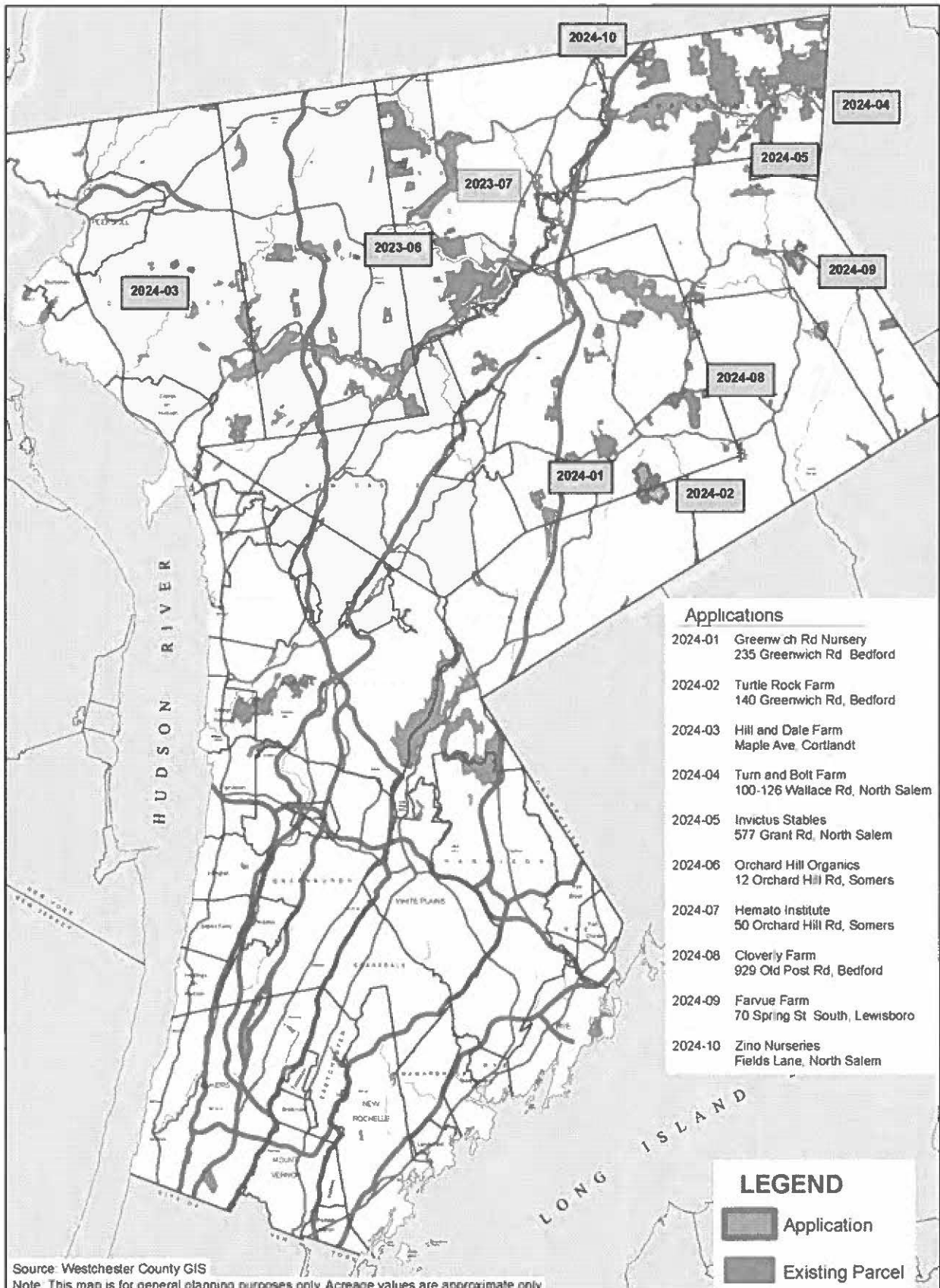
Description of Property and Operation:

The property is flat and currently planted as a nursery, with some wooded areas along the western boundary.

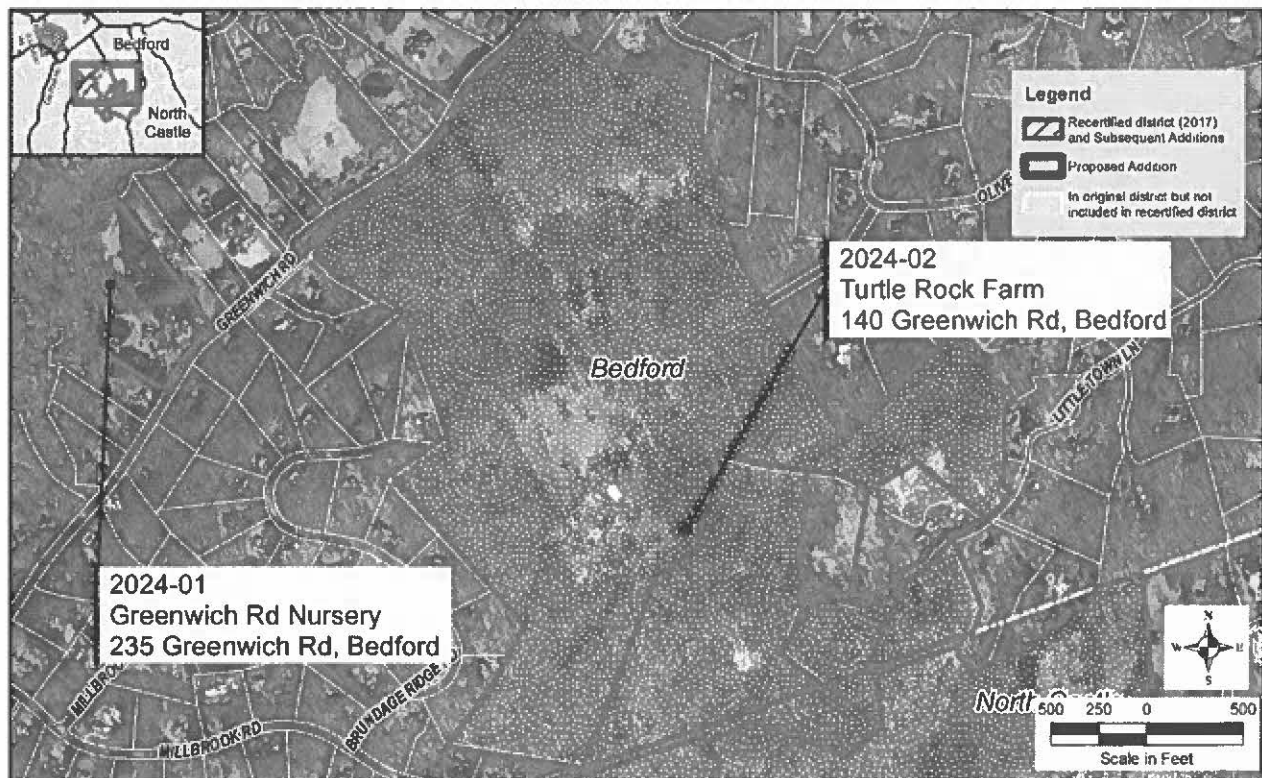
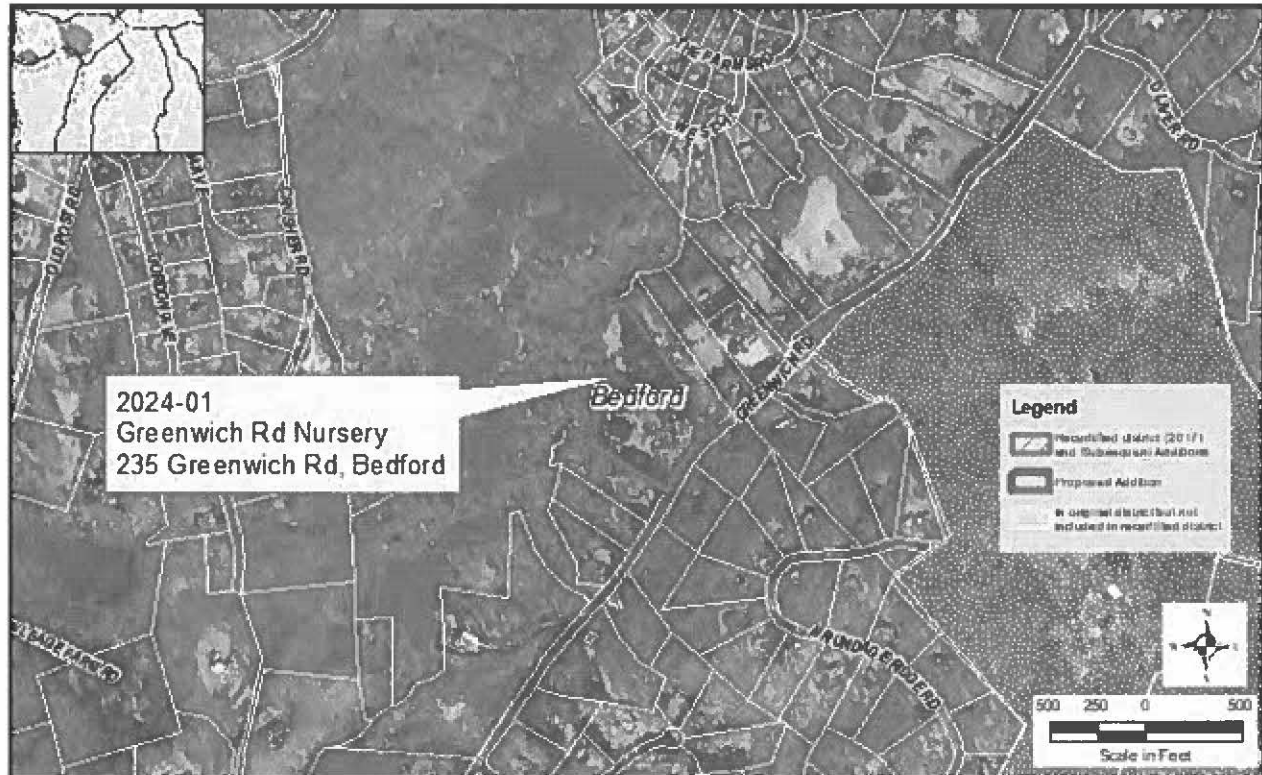
Agriculture and Farmland Protection Board Assessment and Recommendation:

The site is currently used for the agricultural operation, as described in the application. The AFPB recommends inclusion of the parcel in the agricultural district.

MAPS



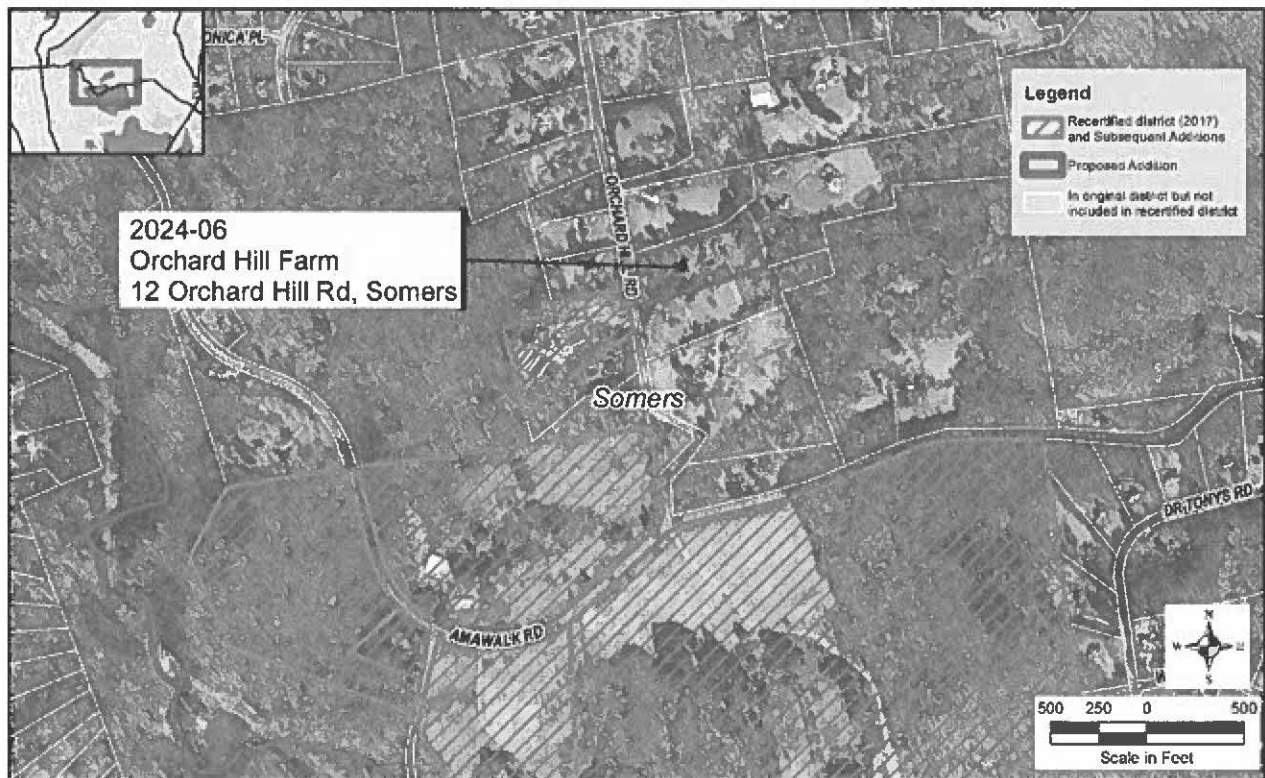
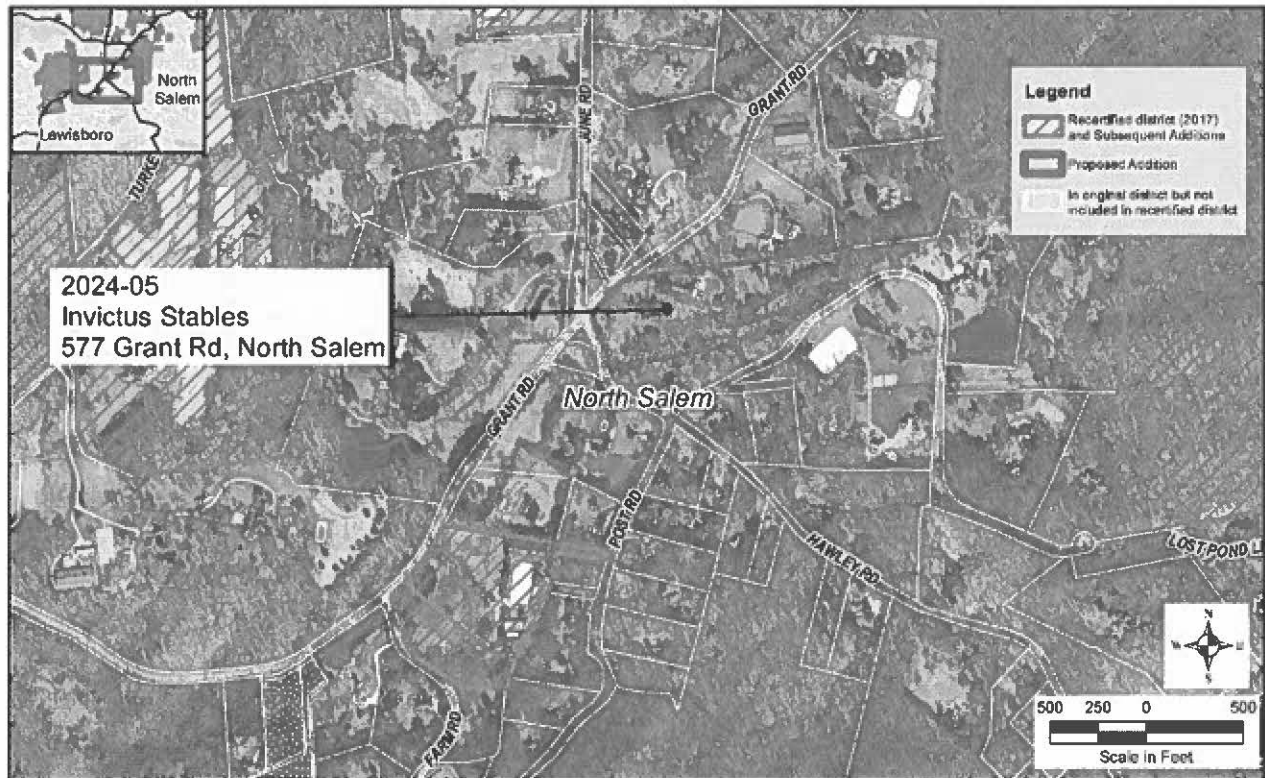
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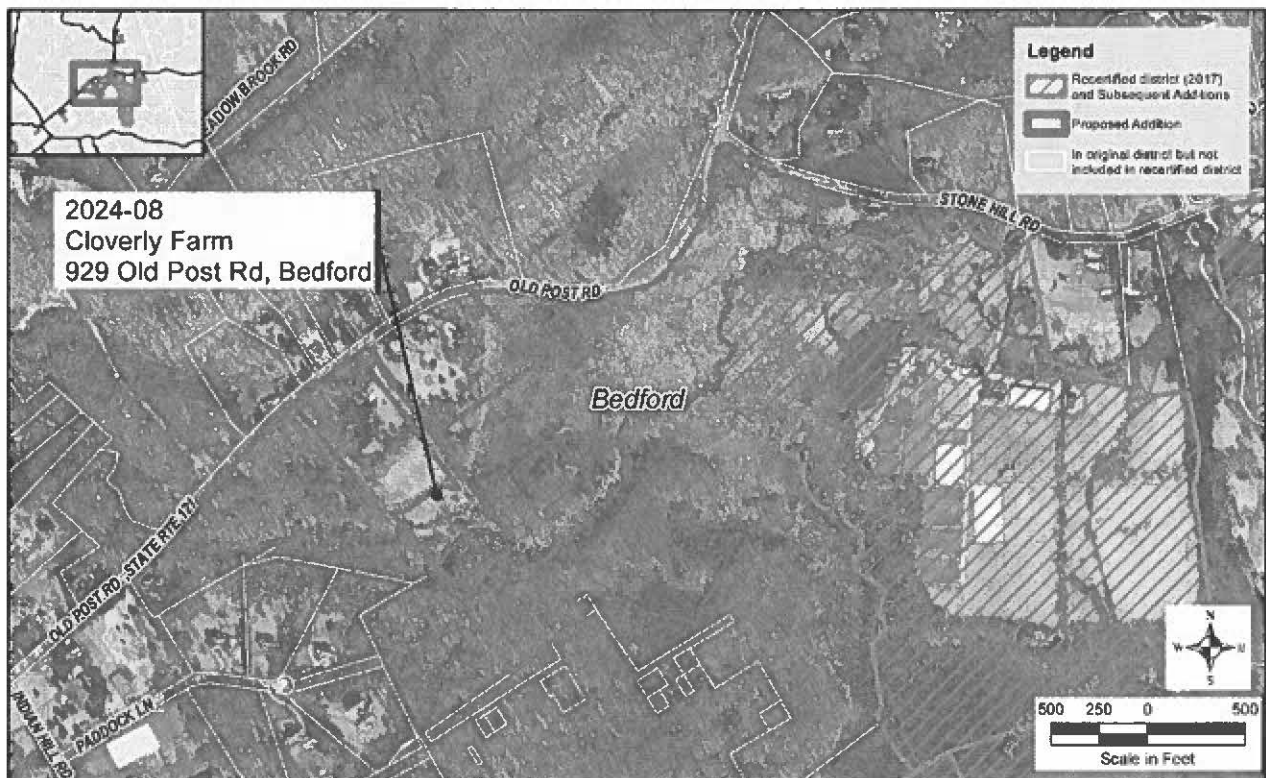
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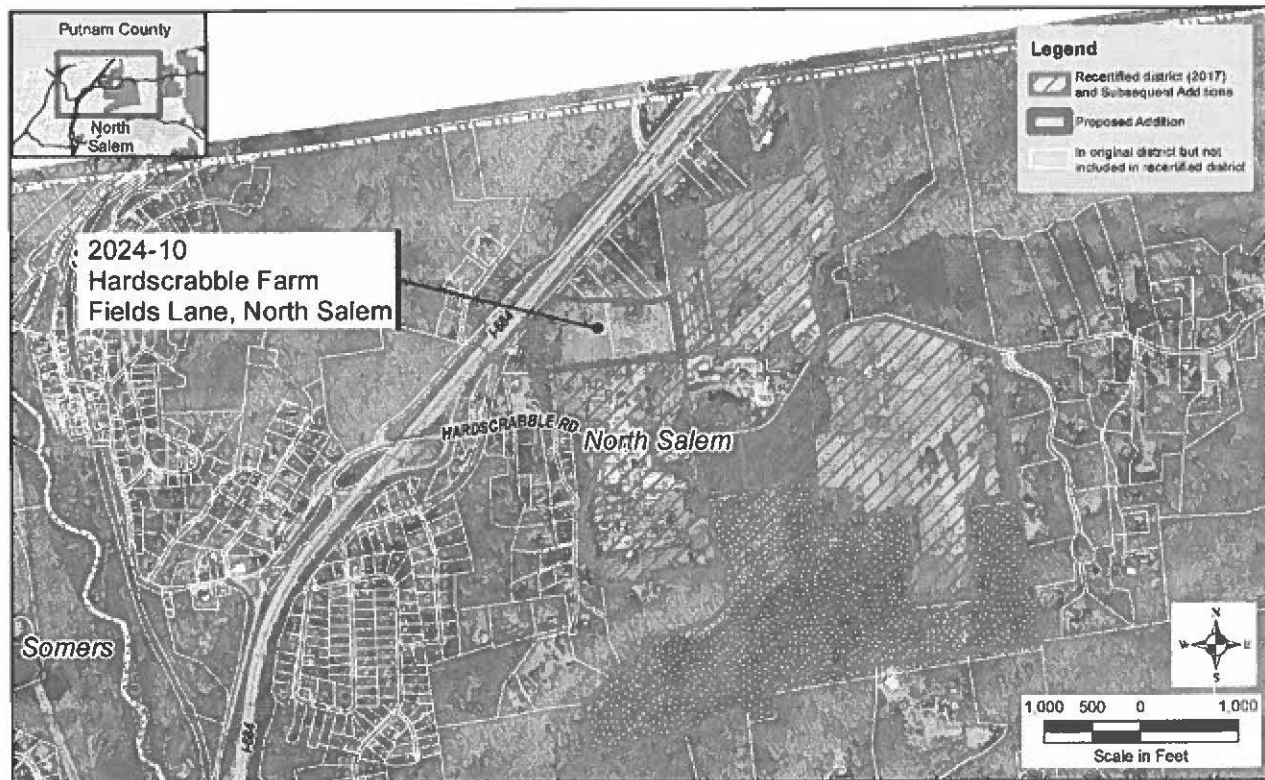
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MAPS



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

Your Committee is in receipt of a communication from the County Executive recommending approval of an Act which will authorize the County of Westchester (“Westchester”) to enter into an intermunicipal agreement (“IMA”) with the County of Putnam (“Putnam”), whereby Westchester will lease to Putnam a 2003 Ford F550 Crime Scene Vehicle (“CSV”) as identified in Schedule “A”, attached to the proposed Act submitted herewith, for use by Putnam’s Fire Investigations Team when investigating fires in Putnam County where the cause is unknown, or the specific origin is not apparent.

Your Committee is advised that the CSV was acquired by the County’s Department of Public Safety (the “Department”) in 2003 and was used to support crime scene detectives in the field by providing them with ready access to tools and equipment needed to process a crime scene for evidence. However, the CSV is no longer needed by the Department as it has been replaced by a new crime scene vehicle.

Your Committee is advised that Putnam’s current Fire Investigation Vehicle, which has been in service for 25 years, is beyond economical repair. Your Committee is advised that because the CSV is still operational, it would benefit Putnam’s Fire Investigations Team for use in arson investigations in that county. As such, it is recommended that the CSV be leased to Putnam for such purposes.

Under the proposed IMA, Westchester will lease the CSV in “AS IS” condition. In consideration for the use of the CSV, Putnam will pay Westchester the sum of One (\$1.00) Dollar and as additional consideration, will man, operate, repair and maintain the CSV to investigate suspicious fires within Putnam.

Your Committee is advised that Putnam will register the CSV and maintain insurance naming Westchester as additional insured. Putnam will also indemnify, hold harmless and defend Westchester against any claims resulting from their use and/or maintenance of the CSV. Title to the CSV shall remain with Westchester. The IMA will be for a five (5) year term commencing upon execution. At the expiration of the IMA, the CSV will either be transferred back to

Westchester or authorization for a new agreement to continue with the arrangement will be pursued.

Your Committee is advised that the lease of the CSV to Putnam will serve a Westchester County purpose by allowing Westchester to maintain ownership of the CSV while temporarily transferring the expense of storing, maintaining, repairing, registering and insuring the CSV from Westchester to Putnam.

The Planning Department has advised that, based on its review, the proposed IMA may be classified as a "Type II" action under the State Environmental Quality Review Act ("SEQRA"), 6 NYCRR Part 617. Therefore, no environmental review is required. Your Committee 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 Act. Your Committee has carefully considered the annexed proposed Act and recommends its adoption.

Dated: November 12th, 2024
White Plains, New York




Vedat Gadin
Paul A. Smith

COMMITTEE ON

C: JPG 10/16/24

Budget & Appropriations

Dated: November 12, 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

Handwritten signature of Colin J. F...Handwritten signature of Jill ReinHandwritten signature of Nancy E. Barr

FISCAL IMPACT STATEMENT

SUBJECT: Lease Crime Scene Vehicle to Putnam ☒ NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

☐ GENERAL FUND

☐ AIRPORT FUND

☐ SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense \$ -

Total Current Year Revenue \$ 1

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

☐ Additional Appropriations ☐ Other (explain)

Identify Accounts: An Act authorizing the County to lease a 2003 Ford F550 Crime Scene Vehicle to the County of Putnam for \$1 , for a 5-year term.

Potential Related Operating Budget Expenses: Annual Amount \$0.00

Describe: County Of Putnam will lease a 2003 Ford F550 Crime Scene Vehicle from the County for \$1, for a 5-year term.

Potential Related Operating Budget Revenues: Annual Amount \$0.00

Describe: _____

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

Current Year: \$1

Next Four Years: \$0

Prepared by: Siva Gopalkrishna

Title: Director of Administrative Services


Department: Public Safety

Date: October 23, 2024

Reviewed By: 
Budget Director

Date: 11/1/24

TO: Siva Gopalkrishna, Director of Administrative Services
Department of Public Safety

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

DATE: October 25, 2024

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR LEASE OF
CRIME SCENE VEHICLE TO PUTNAM COUNTY**

PROJECT/ACTION: An intermunicipal agreement with the County of Putnam, whereby the County of Westchester will lease it's old crime scene vehicle, which has been replaced by a new crime scene vehicle, to Putnam County for a term of 5 years to replace it's Fire Investigations Vehicle which is beyond economical repair.

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:

- **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: Although not a permanent conveyance, the action involves a transfer of surplus government property, which would be classified as a Type II action pursuant to the section above.

DSK/cnm

cc: Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Jeffrey Goldman, Senior Assistant County Attorney
Claudia Maxwell, Principal Environmental Planner

ACT NO. 2024 - _____

AN ACT authorizing the County of Westchester to lease a Crime Scene Vehicle to the County of Putnam for use by the County of Putnam's Fire Investigations Team.

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

Section 1. The County of Westchester ("Westchester") is authorized to enter into an intermunicipal agreement ("IMA") with the County of Putnam ("Putnam") whereby Westchester will lease to Putnam a 2003 Ford F550 Crime Scene Vehicle, as identified in Schedule "A", attached hereto and made a part hereof (the "CSV"), for use by the Putnam County Fire Investigations Team when investigating fires in Putnam County where the cause is unknown, or the specific origin is not apparent.

§2. Westchester shall lease the CSV to Putnam in "AS IS" condition. In consideration for the use of the CSV, Putnam shall pay Westchester the sum of One (\$1.00) Dollar and as additional consideration, shall man, operate, repair and maintain the CSV to investigate fires within Putnam. Putnam will register the CSV and maintain insurance naming Westchester as additional insured. Putnam will also indemnify, hold harmless and defend Westchester against any claims resulting from their use and/or maintenance of the CSV. Title to the CSV shall remain with Westchester.

§3. The IMA will be for a five (5) year term commencing upon execution. At the expiration of the IMA, the CSV will be transferred back to Westchester or authorization for an agreement to continue with the arrangement will be pursued.

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

§5. This Act shall take effect immediately.

SCHEDULE "A"

DESCRIPTION OF VEHICLE TO BE LEASED

MAKE: FORD

MODEL: F550 CRIME SCENE VEHICLE

YEAR: 2003

VIN # 1FDAF57P93EB91357

THIS AGREEMENT made this ___ day of _____ 2024 by and between:

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

COUNTY OF PUTNAM, a municipal corporation of the State of New York having an office and place of business at 40 Gleneida Avenue, Carmel, New York 10512 (hereinafter referred to as "Putnam"),

together the "Parties")

WITNESSETH:

WHEREAS, the County, through its Department of Public Safety (the "Department"), purchased, owns and maintains a 2003 Ford F550 Crime Scene Vehicle, VIN# 1FDAF57P93EB91357 (hereinafter the "Vehicle"), which it previously used in connection with crime scene investigations; and

WHEREAS, the Department has acquired a new crime scene vehicle and no longer needs the Vehicle; and

WHEREAS, Putnam's current Fire Investigation Vehicle, which has been in service for 25 years, is beyond economical repair and is in need of replacement; and

WHEREAS, the County desires to lease the Vehicle to Putnam for use by Putnam's Fire Investigations Team (hereinafter the "FIT").

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto covenant and agree as follows:

1. **VEHICLE LEASE**: The County hereby leases the Vehicle to Putnam for use by Putnam's FIT when investigating fires in Putnam County where the cause is unknown, or the specific origin is not apparent.

2. **CONSIDERATION**: In consideration for the lease of the Vehicle to Putnam, Putnam agrees to pay the County the sum of One (\$1.00) Dollar. As additional consideration, Putnam shall man, operate, repair and maintain the Vehicle for use in arson investigations.

3. **STORAGE**: Putnam agrees to store the Vehicle at a secure location at the FIT facility or other secure locations in Putnam. Putnam shall notify the County of the location at which the Vehicle is garaged.

4. **TITLE**: The County has furnished Putnam with documentation of the County's title to the Vehicle. Title shall remain in the name of The County. The Vehicle shall be registered in Putnam's name during the entire term of this Agreement. The County may place, or cause to be placed upon the Vehicle, identification symbols denoting ownership by the County. Such marking shall be affixed in accordance with the County's directions and which shall not be removed by Putnam.

Putnam shall execute, or cause to be executed, any documents deemed necessary by the County including, but not limited to, Uniform Commercial Code and release of lien forms to enable the County to file, register or record this lease or any other document deemed desirable by the County to protect the County's title to the Vehicle. Putnam shall keep the Vehicle free and clear of all levies, liens and encumbrances.

5. **DISCLAIMERS**: The County makes no warranties of any kind, either directly or indirectly, express or implied, as to the condition of the Vehicle or any part thereof, including but not limited to, the Vehicle's durability, merchantability or fitness for any particular purpose, except that the County warrants that it has title to the Vehicle at the time of delivery. Putnam accepts the Vehicle "AS IS" in all respects.

6. **TERM**: The term of this Agreement shall commence upon execution of this Agreement by both Parties and approval of same by the Office of the Westchester County Attorney (the "Commencement Date") and shall continue for a period of five (5) years from the Commencement Date, unless earlier terminated as herein provided. Upon expiration or termination of this Agreement, Putnam will take all action appropriate and necessary to immediately return the Vehicle to the County in a timely fashion.

7. **EXTERIOR AND INTERIOR ADVERTISING:** Application of vehicle markings and graphics identifying the vehicle as being operated by the Putnam County Fire Investigation Team, fleet number, emergency phone number and reflective safety striping, shall be authorized pursuant to this agreement. Upon expiration or termination of this agreement, all such vehicle markings and/or graphics shall be removed from the Vehicle by Putnam at Putnam's sole cost and expense.

8. **CHARGES, FEES AND EXPENSES:** Putnam shall be responsible for the payments for any charges, inspection fees, or other costs, including, but not limited to, gross receipts taxes, highway use taxes, or vehicle excise taxes imposed upon the Vehicle or the operation thereof, whether such taxes, charges, fees or other costs are levied against Putnam or the County. In addition, Putnam shall pay all expenses, except titling, in connection with the use and operation of the Vehicle during the term of this Agreement, including, but not limited to, fuel, oil, grease, repairs, maintenance, or other expenses thereof.

9. **INSPECTION/ACCESS:** The County shall have the right to inspect the Vehicle on two (2) days' notice at a location in Putnam County or Westchester County. The County shall make reasonable efforts, however, not to unduly interfere with the operations or maintenance schedules of Putnam. The County inspectors shall be allowed on the premises where the Vehicle is stored without the necessity of written permission, after identifying to Putnam their status as County employees. The making of any inspections shall begin promptly upon presentation of the Vehicle and be carried through to completion as expeditiously as possible. In addition to the County, Putnam shall also permit any authorized representative of the State, Federal or other governmental agency to inspect the Vehicle as well as all relevant data and records. Putnam shall also permit the above named persons to audit the books, records and accounts of Putnam relating to the Vehicle covered by this Agreement, as may be deemed necessary by the aforementioned persons.

The County reserves the right to designate a specific time and place for inspection of the Vehicle in accordance with this paragraph "9". Putnam shall make reasonable efforts to comply with any such direction from The County.

10. **REPAIRS, PARTS AND REQUIREMENTS:** Putnam shall make all necessary repairs to the Vehicle, at its own cost and expense, to ensure, among other considerations, safe operation and continuity of the services contemplated hereunder. The design, quality and component part of repairs will conform to all applicable requirements and to all applicable standards. Rebuilt parts or units must be factory replacement parts, parts purchased from a reputable supply house which deals in replacement parts or rebuilt parts equal to or better than those originally installed in the Vehicle.

11. **MAINTENANCE:** Putnam, at its own cost and expense, shall maintain the Vehicle in good working order and repair and in accordance with the manufacturer's manual, instructions and/or warranty requirements and as directed by the DPWT Commissioner. In the event of a dispute regarding maintenance, alteration, or repair of a Vehicle, the reasonable and good faith determination of the DPWT Commissioner shall be final. Putnam shall maintain the Vehicle in a manner whereby the Vehicle shall be kept clean and have exteriors free of grime, cracks and breaks, dents and damaged paint that detract from the overall appearance of the Vehicle. In addition, the interior must be maintained clean and free from torn upholstery or floor covering, damaged or broken seats and sharp edges.

The County shall have the right to inspect the Vehicle and Putnam's records with respect thereto as shall be reasonably necessary to confirm the Putnam's proper maintenance of the Vehicle, on two (2) days' notice at a location in Putnam County or Westchester County. Putnam shall, as promptly as possible, correct any unsatisfactory items reported by such inspections. The DPWT Commissioner may reasonably order repairs to be made at any time to ensure that the Vehicle is safe and dependable in accordance with the requirements of this Agreement.

Should the Vehicle require repair attributable to such circumstances, including, but not limited to, motor vehicle accidents, fires or repair attributable to other circumstances, the costs of which are otherwise covered by an insurance policy, Putnam shall use its best efforts to, within ten (10) days, get the Vehicle inspected by an insurance adjuster. Once the Vehicle has been so inspected, or if the cost of repair is not covered by an insurance policy, Putnam shall immediately make all necessary repairs, subject to the availability of required materials and supplies, to ensure that the Vehicle is safe and operable.

Putnam shall not perform any material alteration to the Vehicle without the County's prior written consent. All repairs, additions and improvements made to the Vehicle, in particular such repairs, additions and improvements which are meant to be permanently affixed to the Vehicle, shall belong to the County and shall become part of the Vehicle. All such repairs, additions and improvements shall be reported to the County. If the County consents, any alterations may be removed from the Vehicle prior to their return of the Vehicle to the County upon the termination of this Agreement.

If the Vehicle is in any manner improperly maintained, or if Putnam fails to make necessary repairs as heretofore provided, the County may, in addition to any other rights or remedies it may have now or hereafter existing at law or in equity, repossess the Vehicle with or without a court order or other process of law, wherever the Vehicle may be located, and effectuate the necessary repairs, provided however, that Putnam may defeat such right of the County to repossess the Vehicle by curing the default complained of within ten (10) days or, if not within such notice period, by promptly commencing to correct the default and diligently pursuing all necessary and appropriate action to affect such cure. Putnam waives any and all claims against the County with respect to such taking of possession and agrees to remit the cost of any County repairs within thirty (30) days of receipt of a County claim therefor.

Putnam will be permitted to operate the Vehicle with retreaded tires and/or batteries, but retreaded tires will not be permitted on the front wheels of the Vehicle under any conditions.

12. INSPECTIONS AND COMPLIANCE WITH LAW: Putnam shall maintain the Vehicle so that it will pass all applicable inspections by the New York State Department of Transportation, New York State Department of Motor Vehicles and the Federal government or agencies authorized by those governments to make such inspections. Putnam shall be responsible for all costs incurred in enabling the Vehicle to successfully pass each inspection. Putnam shall comply with all governmental laws, regulations and rules with respect to the use, maintenance and operation of the Vehicle. In case any part of the Vehicle shall be required to be changed or replaced, or in case any additional or other part is required to be installed on the Vehicle in order to comply with laws, regulations, requirements and rules, Putnam agrees to make such changes, additions and replacements; and Putnam agrees to maintain the Vehicle in full compliance with such laws, regulations, requirements and rules during the term of this

Agreement. The provisions of this Agreement and all rights and obligations hereunder shall be governed by and construed in accordance with the Laws of the State of New York and applicable Federal laws, including without limitation, certification and assurance requirements of the Federal Transit Administration.

Putnam shall ensure that any persons authorized to drive the Vehicle are properly licensed in accordance with applicable law.

13. REPORTS:

(a) Putnam shall prepare and deliver to the DPS Commissioner at least annually, or as otherwise requested by the County, all information which is needed by the County to prepare any reports required to be filed with any Federal, State or other regulatory authority or agency by reason of the ownership by the County of the Vehicle or the leasing of the Vehicle to Putnam or operation of the contracted service. Such information shall include, without limitation, the mileage of the Vehicle and the number of passengers using the Vehicle.

(b) Putnam shall maintain reports of all maintenance and repairs performed on the Vehicle in accordance with Paragraphs 11 and 12 hereof, and such reports shall be available and subject to inspection by Westchester upon Westchester's request, within two days of such request.

(c) Putnam shall conform its reports to any format reasonably requested by the DPS Commissioner.

14. INDEMNIFICATION AND INSURANCE: In addition to and not in limitation of the insurance provisions contained in Schedule "B" attached hereto and made a part hereof, Putnam agrees:

(a) that except for the amount, if any, of damage contributed to, caused by or resulting from the sole negligence of the County, Putnam shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the

use and/or maintenance of the Vehicle by Putnam or third parties under the direction or control of Putnam; and

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

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

15. **ASSIGNMENT:** Putnam shall not assign, transfer or encumber its leasehold interest in the Vehicle under this Agreement without the prior written consent of the County. Putnam shall not, without the prior written consent of the County, surrender possession or control of, or suffer or allow the Vehicle to pass out of its possession or control, except for the purpose of performing repairs and maintenance.

16. **TERMINATION:** (a) In the event Putnam defaults in the performance of any term, condition or covenant herein contained, the County, at its option and in addition to any other remedy it may have to seek damages, judicial enforcement or other lawful remedy, may terminate this Agreement upon ten (10) days written notice to Putnam, provided however, that Putnam may defeat such termination notice by curing the default complained of within such notice period or, if not within such notice period, by promptly commencing to correct the default and diligently pursuing all necessary and appropriate action to affect such cure. Upon a second default by Putnam, the County, at its option and in addition to any other remedy it may have to seek damages, judicial enforcement or any other lawful remedy, may terminate this Agreement upon written notice to Putnam.

(b) Either party, upon forty-five (45) days notice to the other party, may terminate this Agreement in whole or in part when it deems termination to be in its best interest.

Upon termination, all right of Putnam to the use of the Vehicle shall absolutely cease and terminate as though this Agreement had never been made, but Putnam shall remain liable as hereinafter provided; and thereupon the County may, by its agents, enter upon the premises where the Vehicle may be and take possession of such Vehicle and thenceforth hold, possess and enjoy the same free from any right of Putnam or its successors or assigns, to use the Vehicle for any purposes whatsoever; but the County shall, nevertheless, have the right to recover from Putnam any damages and expenses in addition thereto, including reasonable attorneys' fees, which the County shall have sustained by reason of the breach of any covenant of this Agreement. The County shall take immediate possession of the Vehicle leased hereunder, wherever found, with or without process of law, and the County shall not be responsible for any damage which Putnam sustains by virtue of said act.

17. **REPOSSESSION:** Immediately upon expiration or termination of this Agreement, Putnam will, at its sole cost and expense, at the request of the County, deliver possession of the Vehicle to the County at any location within Westchester County as the County may designate whereupon Putnam shall affect such delivery within twenty-four (24) hours of receipt of such designation in writing from the County to Putnam. For the purpose of delivering possession of the Vehicle to the County as above required, Putnam shall, at its own expense and cost:

(a) Forthwith deliver such Vehicle to a location within Westchester County as the County may designate; and

(b) Putnam is hereby obligated to deliver the Vehicle in complete and operable condition as set forth in Paragraph "18"; and

(c) If Putnam fails to deliver the Vehicle, the County shall have the right to repossess the Vehicle without notice or demand, with or without a court order or other process of law, wherever it may be located and Putnam waives all claims against the County with respect to such taking of possession.

"Possession" in this paragraph is defined to include both the taking of the Vehicle into the County's physical custody, and/or the mailing and/or personal delivery to Putnam of a

notification in writing that the County elects to take constructive possession of the Vehicle wherever located.

18. **WEAR AND TEAR:** On expiration or termination of this Agreement, Putnam shall deliver the Vehicle in accordance with Paragraph "17", complete and operable, excepting normal wear and tear.

19. **LOSS, THEFT, DAMAGE OR DESTRUCTION AND SETTLEMENT:**
Putnam shall bear all risks of damage, loss, theft, or destruction, partial or complete, of the Vehicle or any portion, thereof, including acts of its employees and servants. Any resultant replacement, repairs, or substitution of parts of the Vehicle, shall be at the sole cost and expense of Putnam. In the event of any loss, theft, or destruction of the Vehicle or damage thereof, Putnam shall promptly notify the DPWT Commissioner both by phone and in writing and dispose of the Vehicle and records in accordance with instructions from the County. In all instances, Putnam shall either repair the Vehicle to the same standard or condition required under this Agreement, or, subject to prior written approval of the County, replace the entire Vehicle with another Vehicle of comparable condition and specifications which is acceptable to the DPWT Commissioner.

Replacement of the entire Vehicle shall be at the County's sole discretion. Should the County instruct Putnam to replace the Vehicle lost, stolen, damaged or destroyed, Putnam shall do so at its sole expense. Upon acceptance and placing in service of the replaced Vehicle by Putnam, title to said replacement unit(s) shall be vested in the County. Should the County elect not to have a Vehicle replaced by Putnam, the County shall be entitled to any settlement proceeds that Putnam may receive, including but not limited to insurance proceeds plus Putnam's insurance policy deductible amount and salvage value, if any. Said proceeds shall be made payable to the County either by credit against any claims due and owing Putnam or by a direct payment at the County's sole option. Putnam shall not accept such settlement proceeds without first giving the County an opportunity to have the Vehicle inspected by its own adjuster and without first obtaining Westchester's prior written consent to such settlement amount.

In addition to the insurance provisions contained in Paragraph "14" hereof, the Putnam shall obtain, pay for, and maintain comprehensive and collision insurance against all risks or damage, loss, theft, or destruction, partial or complete of the Vehicle or any portion, including acts of its employees and servants, for the duration of this Agreement or any renewal thereof. Putnam shall furnish the County with written evidence from its insurer of the within described insurance coverage satisfactory to the County which will include the County and any other party in interest designated as an additional insured, and no cancellation or material change in any of the insurance required under the terms of this Agreement shall be effective except upon thirty (30) days advance written notice to the County from the Insurer. The Putnam shall not take any action to cancel or materially change any of the insurance required under this Agreement without the County's prior written approval of such cancellation or change. The maintenance of insurance under this Paragraph shall not relieve the Putnam of any liability under this Paragraph where damage, loss or destruction is greater than the insurance coverage.

The County shall not be liable for any special, incidental or consequential damages or for loss, damage or expense directly or indirectly arising from Putnam's use of or inability to use the Vehicle, or for personal injury or loss or destruction of other property, or from any other cause connected with this Agreement whatsoever.

20. **NO CLAIMS FOR INTERRUPTED SERVICE:** Putnam shall not make any claim against the County whatsoever by reason of damage to or loss of the Vehicle or any part(s) thereof, or by reason of any interruption, from whatever cause, in the use, operation or possession of the Vehicle or any part(s) thereof.

21. **NON-WAIVER:** The remedies in this Agreement provided in favor of the County shall not be deemed exclusive, but shall be cumulative, and shall be in addition to all other remedies in its favor provided by law. The failure of the County to exercise the rights granted it hereunder upon any occurrence of any of the contingencies set forth herein shall not constitute a waiver of any such right upon the continuation or recurrence of any such contingencies or similar contingencies.

22. **NOTIFICATION:** Any request, demand, authorization, direction, notice, consent, waiver or other document provided or permitted by this Agreement to be made upon, given,

furnished or filed with a party by another party shall be in writing and shall be delivered by hand or sent by registered or certified mail postage prepaid, to the respective address as set forth below, or to such other address as the respective parties hereto may designate in writing:

To the County:

Commissioner
Westchester County Department of Public Works and Transportation
148 Martine Avenue
White Plains, NY 10601

and

Commissioner
Westchester County Department of Public Safety
Saw Mill River Parkway
Hawthorne, NY 10532

with a copy to:

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

To Putnam:

Commissioner
Putnam County Bureau of Emergency Services
112 Old Route 6
Carmel, New York 10512

Putnam County Attorney
48 Gleneida Avenue
Carmel, New York 10512

Notices shall be effective on the date of receipt. Either party to the Agreement may redesignate the recipient or change the address of the recipient of notification hereunder by written notification to the other party to this Agreement of such change.

23. **NON-DISCRIMINATION:** Putnam expressly agrees that neither it nor any contractor, subcontractor, employee, or any other person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color,

gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status during the term of or in connection with this Agreement, as those terms may be defined in Chapter 700 of the Laws of Westchester County. Putnam acknowledges and understands that Westchester maintains a zero tolerance policy prohibiting all forms of harassment or discrimination against its employees by co-workers, supervisors, vendors, contractors, or others.

24. **SEVERABILITY**: This Agreement embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein or by other written agreement. If any provision herein is invalid, it shall be considered deleted herefrom and shall not invalidate the remaining provisions.

25. **ENFORCEMENT**: This Agreement shall not be enforceable until signed by the parties and approved by the Office of the County Attorney.

26. **GOVERNING LAW**: This Agreement shall be construed and enforced in accordance with the law of the State of New York.

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

COUNTY OF WESTCHESTER:

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

By: _____
Terrance Raynor
Commissioner of Public Safety

COUNTY OF PUTNAM:

By: _____
Kevin M. Byrne
County Executive

By: _____
Robert Lipton
Commissioner of Bureau of Emergency
Services

Approved by the Westchester County Board of Legislators by Act No 2024 - _____ at a meeting duly held on the _____ day of _____, 2024.

Approved as to form and
manner of execution:

Sr. Assistant County Attorney
County of Westchester
Putnam lease Agreement (10-22-2024)

DRAFT

ACKNOWLEDGMENT

STATE OF NEW YORK
COUNTY OF PUTNAM

} ss.

On the _____ day of _____ in the year 2024 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: _____

Notary Public

CERTIFICATE OF AUTHORITY
(MUNICIPALITY)

I, _____,
(Officer other than officer signing contract)

certify that I am the _____ of
(Title)
the _____ a municipal corporation duly organized
(the "Municipality")

and in good standing under the _____
*(Law under which organized, e.g., the
New York Business Corporate Law)*

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

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

(Title of such person)

of the Municipality and that said agreement was duly signed for and on behalf of said
Municipality by authority of its Board of _____, thereunto
duly authorized and that such authority is in full force and effect at the date hereof.

(Signature)

STATE OF NEW YORK)
 ss.:
COUNTY OF)

On this _____ day of _____, 2024, before me personally came
_____, whose signature appears above, to me
known, and known to me to be the _____ of _____,
(Title)

the Municipality described in and which executed the above certificate, who being by me duly
sworn did depose and say that he/she, the said _____ of
said Municipality resides at _____,
and that he/she signed his/her name hereto by order of the Board of _____ of
said Municipality.

Notary Public

SCHEDULE "A"

STANDARD INSURANCE PROVISIONS **(Municipality)**

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

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

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

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

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

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

to the broader coverage and/or higher limits maintained by the Municipality. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

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

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

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

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

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

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

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

- d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall

include for bodily injury and property damage the following coverages and name the "County of Westchester" as additional insured:

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

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

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

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

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

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

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

Your Committee is in receipt of a communication from the County Executive wherein he requests that your Honorable Board adopt the attached act (the “Act”) that would authorize the County of Westchester to purchase real property located at 311 Welcher Avenue in Peekskill, New York. The property, identified by tax map designation as Section 42.08, Block 16, Lot 6, consists of an undeveloped parcel with approximately 0.27 acres. The property, which is adjacent to the County’s Blue Mountain Reservation, will be purchased as parkland and utilized to expand the County park. The County Executive also requests the adoption of a bond act (the “Bond Act”), prepared by the law firm of Hawkins Delafield and Wood, LLP, that would authorize the issuance of up to \$100,000 in County bonds to finance the \$85,000.00 purchase price of the property, closing costs and property taxes until the property is removed from the tax rolls.

As your Honorable Board is aware, no action may be taken with regard to the proposed legislation until the requirements of the State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617 (“SEQRA”) have been met. The Planning Department has advised that based on its review, the proposed property acquisition is classified as an “Unlisted” action under SEQRA. A Resolution, along with a short Environmental Assessment Form prepared by the Planning Department, is attached to assist your Honorable Board in complying with SEQRA. Should your Honorable Board conclude that the proposed action will not have any significant impact on the environment; it must approve the Resolution adopting a Negative Declaration prior to enacting the proposed Act and Bond Act.

In compliance with Section 191.41 of the Laws of Westchester County (“LWC”), the required report of the Planning Commissioner in support of this land acquisition is attached herewith. In addition, pursuant to LWC Section 167.131, on September 4, 2024, the Westchester County Planning Board amended its report on the 2024 Capital Requests to designate this property for parkland acquisition and use \$100,000 from funds appropriated from capital project BLA1A Parkland and Historical Preservation Program for the land purchase. Accordingly, the necessary Planning Board Resolution is herewith attached.

Your Committee is advised that an affirmative vote of two-thirds of the members of this Honorable Board is required in order to adopt the Act to authorize the purchase of the property, as well as to adopt the related Bond Act.

Your Committee has carefully considered the proposed Act and the related Bond Act, and recommends approval of both Acts.

Dated: November 13th, 2024

White Plains, New York

Thomas J. Briller, Jr.

[Signature]

[Signature]
Manuel Bar

Vedat Jasli

[Signature]

[Signature]
[Signature]
Manuel Bar

Vedat Jasli

COMMITTEE ON

c/dlv 10-30-24

Budget & Appropriations

Parks & Environment

Dated: November 13, 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

A handwritten signature in black ink, appearing to read "William", is written over the text "Budget & Appropriations". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

FISCAL IMPACT STATEMENT

568

CAPITAL PROJECT #: BLA1A☐ 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**311 WELCHER AVE ACQUISITION****SECTION B - BONDING AUTHORIZATIONS**

To Be Completed by Finance

Total Principal \$ 100,000 PPU 30 Anticipated Interest Rate 3.70%

Anticipated Annual Cost (Principal and Interest): \$ 5,304

Total Debt Service (Annual Cost x Term): \$ 159,134

Finance Department: maab 11-4-24

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: n/a

Prepared by: Michael LipkinTitle: Associate PlannerDepartment: PlanningDate: 11/4/24Reviewed By: CD 11/14/24
DU 11/14/24

Budget Director

Date: 11/6/24



Memorandum
Department of Planning

TO: Honorable George Latimer
County Executive

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

DATE: September 9, 2024

SUBJECT: Acquisition of 311 Welcher Avenue, City of Peekskill

Pursuant to Section 191.41 of the County Charter, this is the required report of the Commissioner of Planning on the proposed acquisition of 311 Welcher Avenue in City of Peekskill, a privately owned property having an area of 0.27 acres. The property is designated on the City of Peekskill Tax Maps as Section 42.08, Block 16, Lot 6, and is known on the tax roll as 311 Welcher Avenue.

The County will utilize this property, which is adjacent to a Westchester County Park, Blue Mountain Reservation, to expand this open space and enhance year-round access to the Park.

The County Planning Board, pursuant to Section 167.131 of the County Charter, at their regular monthly meeting of September 4, 2024, amended its report on the 2024 Capital Requests to designate this property for parkland acquisition and use \$100,000 from already appropriated funds from capital project **BLA1A Parkland and Historical Preservation Program** for the purchase of this property.

Based on this record, I have no objection to the acquisition of this 0.27-acre property known on the tax roll as 311 Welcher Avenue in the City of Peekskill for County parkland purposes.

cc: John Nonna, County Attorney
Tami Altschiller, Deputy County Attorney
David Vutera, Associate County Attorney
Christopher Steers, Director of Real Estate
Peter Tartaglia, First Deputy Commissioner
Claudia Maxwell, Principal Environmental Planner
Susan Darling, Chief Planner
Michael Lipkin, Associate Planner

RESOLUTION 24- 35

WESTCHESTER COUNTY PLANNING BOARD

BLA1A Parkland and Historical Preservation Program
311 Welcher Avenue, City of Peekskill

WHEREAS. BLA1A Parkland and Historical Preservation Program funds will be used for the acquisition of a property situated at the northerly side of Welcher Avenue, in the City of Peekskill, having an area of 0.27 acres. The property is designated on the City of Peekskill Tax Maps as Section 42.08, Block 16, Lot 6, and is known on the tax roll as 311 Welcher Avenue; and

WHEREAS, the County will utilize this property, which is adjacent to a Westchester County Park - Blue Mountain Reservation, to expand this open space and enhance the year-round access; and

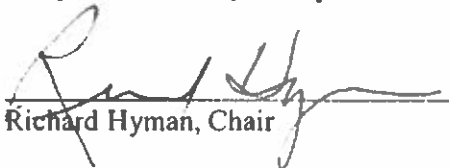
WHEREAS, the proposed acquisition will authorize the purchase of the property in the amount of \$100,000, be used park and recreation purposes; and

WHEREAS, the County Executive will submit legislation to the County Board of Legislators which would authorize an amendment adding this site to the 2024 Capital Budget requests utilizing appropriated funds in **BLA1A Parkland and Historical Preservation Program**; and

WHEREAS, the project is consistent with the policies of *Westchester 2025*, in that it will enhance the quality of Westchester's parks and recreation facilities; be it

RESOLVED, that the County Planning Board, pursuant to Section 167.131 of the County Charter, amends its report on the 2024 Capital Budget to designate this property for parkland acquisition as well as use \$100,000 from already appropriated funds from **BLA1A Parkland and Historical Preservation Program** for the purchase of 0.27 acres property known on the tax roll as 311 Welcher Avenue in the City of Peekskill.

Adopted this 4th day of September 2024



Richard Hyman, Chair

RESOLUTION

WHEREAS, there is pending before this Honorable Board an Act to authorize the County of Westchester to purchase real property located at 311 Welcher Avenue in Peekskill, New York, consisting of an undeveloped parcel with approximately 0.27 acres; and

WHEREAS, this Honorable Board has determined that the proposed purchase of property 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 is the only involved agency with discretionary authority for this action and, therefore, is assuming the role of Lead Agency as permitted for Unlisted actions pursuant to Section 617.6(b)(4) of the implementing regulations; 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 purchase of real property located at 311 Welcher Avenue in Peekskill, New York; 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.

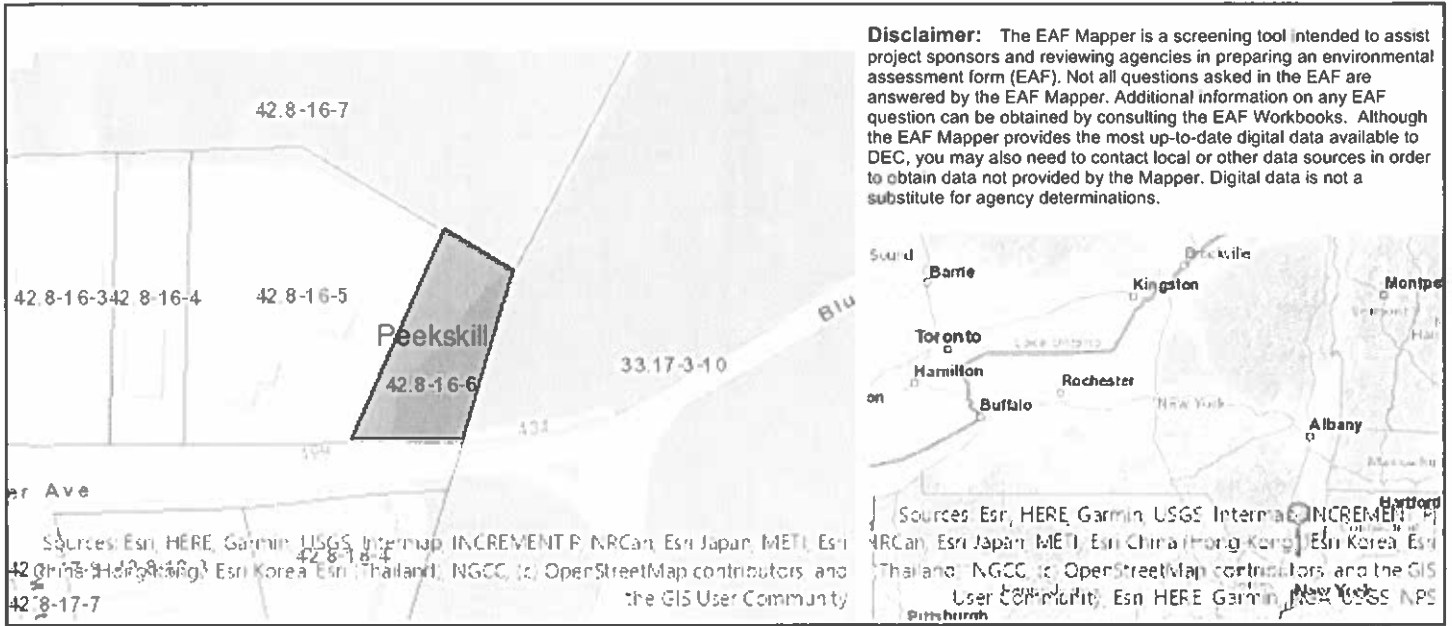
Part 1 – Project and Sponsor Information			
Name of Action or Project: 311 Welcher Avenue Property Acquisition			
Project Location (describe, and attach a location map): 311 Welcher Avenue, Peekskill, New York, 10566			
Brief Description of Proposed Action: The action involves the acquisition of the property located at 311 Welcher Avenue, Peekskill, New York, 10566. The property is located adjacent to Blue Mountain Reservation, a County-owned park, and will be added to the park following acquisition. The action includes no alterations or physical changes to the property.			
Name of Applicant or Sponsor: County of Westchester		Telephone: 914-995-4400 E-Mail: dsk2@westchestercountyny.gov	
Address: 148 Martine Avenue			
City/PO: White Plains		State: New York	Zip Code: 10601
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/> YES <input checked="" 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:			NO <input type="checkbox"/> YES <input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action? b. Total acreage to be physically disturbed? c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?			~0.28 acres 0 acres 1538 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 checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban) <input checked="" type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify): <input checked="" type="checkbox"/> Parkland			

5. Is the proposed action, a. A permitted use under the zoning regulations? b. Consistent with the adopted comprehensive plan?	NO <input type="checkbox"/> <input type="checkbox"/>	YES <input type="checkbox"/> <input type="checkbox"/>	N/A <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO <input type="checkbox"/>	YES <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: County & State Park Lands, Reason: Exceptional or unique character, Agency: Westchester County, Date: 1-31-90 If Yes, identify:	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels? b. Are public transportation services available at or near the site of the proposed action? c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	NO <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	YES <input type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: Not Applicable	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: The proposed action will not require a water supply.	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: The proposed action will not require wastewater treatment	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	NO <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	YES <input type="checkbox"/> <input 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? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres:	NO <input type="checkbox"/> <input checked="" type="checkbox"/>	YES <input checked="" type="checkbox"/> <input type="checkbox"/>	

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:		
<input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
a. Will storm water discharges flow to adjacent properties?	<input type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	<input type="checkbox"/>	<input type="checkbox"/>
If Yes, briefly describe: _____ _____		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment: _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>
Two NYSDEC brownfield sites are located within 2,000 feet of the project location, Blue Mountain Plaza Shopping Center (V00160) and Lower South Street Redevelopment Area (C360145). Remediation of V00160 is complete, C360145 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>September 12, 2024</u>		
Signature: <u></u> Title: <u>Assistant Commissioner</u>		

EAF Mapper Summary Report

Thursday, September 12, 2024 9:27 AM



Part 1 / Question 7 [Critical Environmental Area]	Yes
Part 1 / Question 7 [Critical Environmental Area - Identify]	Name:County & State Park Lands, 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]	No
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: 311 Welcher Avenue Property Acquisition (BLA1A)

Date: September 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: a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Project: 311 Welcher Avenue Property Acquisition (BLA1A)

Date: September 2024

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.

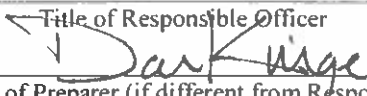
311 Welcher Avenue (SBL 42.8-16-6) is an approximately 0.28-acre undeveloped property in the City of Peekskill. The property is adjacent to Blue Mountain Reservation, a County-owned park, and consists of a lawn area and sidewalk. Following acquisition, the property will be made part of the Blue Mountain Reservation, protecting it from future private development and adding to the size of the park.

The subject property is located proximate to the County and State Parklands Critical Environmental Area, which was designated to protect parkland from negative impacts from nearby development. As the action involves only the acquisition of land for inclusion in an existing park, it will protect the park from future incompatible development and assist in the protection the Critical Environmental Area.

The subject property is located within 2,000 feet of two listed remediation sites: Blue Mountain Plaza Shopping Center (V00160) and Lower South Street Redevelopment Area (C360145). The property is also adjacent to a New York State National Armory parking/storage area. A Phase 1 Environmental Site Analysis was issued on November 30, 2022, which found no recognized environmental conditions on or near the subject property that have potential to affect the subject property. As such, the action will not create a hazard to environmental resources or human health.

The subject property is proximate to wetlands listed in the National Wetlands Inventory. As the action will not involve any changes to drainage patterns or the physical characteristics of the property, it will not result in any impact to nearby wetlands.

As the action involves only acquisition of property for inclusion in a County park and will not impact any of the listed areas of concern, the project has been determined to have no significant adverse impact on the environment.

<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	Date
Name of Lead Agency	Clerk to the Board of Legislators
Malika Vanderberg	Title of Responsible Officer
Print or Type Name of Responsible Officer in Lead Agency	
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

PRINT FORM

ACT NO. -20__

BOND ACT AUTHORIZING THE ISSUANCE OF \$100,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF ACQUISITION OF A PARCEL OF LAND ON THE NORTHERLY SIDE OF WELCHER AVENUE IN THE CITY OF PEEKSKILL FOR PARKLAND PURPOSES UNDER THE WESTCHESTER LEGACY PROGRAM; STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$100,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$100,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted , 20__)

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

Section 1. Pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the "Law"), the Westchester County Administrative Code, being Chapter 852 of the Laws of 1948, as amended, and other laws applicable thereto, bonds of the County in the aggregate amount of \$100,000, or so much thereof as may be necessary, are hereby authorized to be issued to finance the cost of acquisition of a parcel of land on the northerly side of Welcher Avenue in the city of Peekskill (Tax map section 42.08, block 16, lot 6, also known as 311 Welcher Avenue) for parkland purposes under the Westchester Legacy Program, having an area of 0.2784 +/- acres; 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 object or purpose, including preliminary costs and costs incidental thereto and the financing thereof, is \$100,000. The plan of financing includes the issuance of \$100,000 bonds herein authorized, and any bond anticipation notes issued in anticipation of the sale of such bonds, and the levy and collection of a tax on taxable real property in the County to pay the principal of and interest on said bonds and notes.

Section 2. The period of probable usefulness for which said \$100,000 bonds are authorized to be issued, within the limitations of Section 11.00 a. 21 of the Law, is thirty (30) years.

Section 3. The County intends to finance, on an interim basis, the costs or a portion of the costs of said object or purpose for which bonds are herein authorized, which costs are reasonably expected to be reimbursed with the proceeds of debt to be incurred by the County, pursuant to this Bond Act, in the maximum amount of \$100,000. 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 maximum cost of the aforesaid object or purpose is hereby approved.

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

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

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

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

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

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

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

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

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

* * *

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___.

Clerk and Chief Administrative Officer of the County Board of Legislators of the 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 \$100,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF ACQUISITION OF A PARCEL OF LAND ON THE NORTHERLY SIDE OF WELCHER AVENUE IN THE CITY OF PEEKSKILL FOR PARKLAND PURPOSES UNDER THE WESTCHESTER LEGACY PROGRAM; STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$100,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$100,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS
(Adopted _____, 20____)

Object or purpose: to finance the cost of acquisition of a parcel of land on the northerly side of Welcher Avenue in the city of Peekskill (Tax map section 42.08, block 16, lot 6, also known as 311 Welcher Avenue) for parkland purposes under the Westchester Legacy Program, having an area of 0.2784 +/- acres; 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: \$100,000 - thirty (30) years

Dated: _____, 20____
White Plains, New York

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



3927311.1 047331 LEG

CAPITAL PROJECT FACT SHEET

Project ID:* BLA1A	<input checked="" type="checkbox"/> CBA	Fact Sheet Date:* 07-29-2024
Fact Sheet Year:* 2024	Project Title:* PARKLAND AND HISTORICAL PRESERVATION PROGRAM	Legislative District ID: 1
Category* BUILDINGS, LAND & MISCELLANEOUS	Department:* PLANNING	CP Unique ID: 2605

Overall Project Description

The Legacy Program is designed to aggressively pursue land acquisition for three major objectives. One major objective is to purchase parkland for active recreation such as baseball and soccer fields, trail ways and bike paths. A key component of the ball field initiative is to partner with municipalities on the acquisition and/or development of ball fields to maximize available funding. The development of RiverWalk, the proposed promenade along the Hudson River, is a key component of the Legacy Program. A second major objective is to protect our County's natural habitats and protect rivers, streams and lakes. The third objective is to preserve land for historic preservation and protection of our cultural heritage. This project continues Capital Project BLA01 Parkland Acquisition/ Westchester Legacy Program. This is a general fund, specific projects are subject to a Capital Budget Amendment.

- | | | |
|---|--|---|
| <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	2025	2026	2027	2028	Under Review
Gross	32,227	23,300	3,927	0	0	0	0	5,000
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	32,227	23,300	3,927	0	0	0	0	5,000

Expended/Obligated Amount (in thousands) as of : 1,300

Current Bond Description: This request is for funding of the acquisition of a property situated on the northerly side of Welcher Avenue, in the City of Peekskill, New York having an area of 0.2784 +/- acres. The property is designated on the City Tax Maps as Section 42.08, Block 16, Lot 6, and is known on the tax roll as 311 Welcher Avenue. Funding will go toward purchase of the parcel and associated costs. Due to the location of this property which is adjacent to the Blue Mountain Reservation, the purchase of 311 Welcher Avenue will expand the open space of this 1,538 acre park and will thereby enhance the community's year-round access to nature and recreational areas.

Financing Plan for Current Request:

Non-County Shares:	\$ 0
Bonds/Notes:	100,000
Cash:	0
Total:	\$ 100,000

SEQR Classification:

UNLISTED

Amount Requested:

100,000

Expected Design Work Provider:

- | | | |
|---------------------------------------|-------------------------------------|--|
| <input type="checkbox"/> County Staff | <input type="checkbox"/> Consultant | <input checked="" type="checkbox"/> Not Applicable |
|---------------------------------------|-------------------------------------|--|

Comments:

Energy Efficiencies:

Appropriation History:

Year	Amount	Description
2020	1,000,000	FUNDS THIS PROJECT
2021	17,000,000	LUDLOW PARK (WATER ACCESS PARK), YONKERS, \$10,000,000; 4TH STREET PLAYGROUND, MT. VERNON, \$2,000,000 AND RIVERWALK IMPROVEMENTS, YONKERS, \$5,000,000
2022	-700,000	DESIGN OF RIVERWALK IMPROVEMENTS IN TARRYTOWN \$1,300,000; 4TH STREET PLAYGROUND MT. VERNON APPROPRIATION REDUCTION (\$2,000,000)
2023	6,000,000	A TURF FIELD AT FLINT PARK IN LARCHMONT \$1,000,000; A LINEAR PARK EXTENDING NORTH FROM THE YONKERS JOINT WATER RESOURCE RECOVERY FACILITY IN THE LUDLOW SECTION OF YONKERS \$5,000,000.
2024	3,927,000	FUNDS THE REHABILITATION OF THE EXISTING RIVERWALK IN TARRYTOWN (\$1M) AND PROVIDES ADDITIONAL FUNDS TO THE PROJECT (\$500,000), AS WELL AS FUNDING FOR SILLIMAN PARK UPGRADES IN ARDSLEY (\$2M) AND RYE TOWN PARK BATHHOUSE UPGRADES (\$427,000)

Total Appropriation History:

27,227,000

Financing History:

Year	Bond Act #	Amount	Issued	Description
23	227	200,000		0 PARKLAND AND HISTORICAL PRESERVATION PROGRAM
24	73	1,000,000		0 PARKLAND AND HISTORICAL PRESERVATION PROGRAM - ID # 2434

Total Financing History:

1,200,000

Recommended By:

Department of Planning
MLLL

Date
08-28-2024

Department of Public Works
RJB4

Date
08-28-2024

Budget Department
DEV9

Date
08-29-2024

Requesting Department
MLLL

Date
08-29-2024

PARKLAND AND HISTORICAL PRESERVATION PROGRAM (BLA1A)

User Department : Planning

Managing Department(s) : Planning ;

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	32,227	23,300	1,300	3,927					5,000
Non County Share									
Total	32,227	23,300	1,300	3,927					5,000

Project Description

The Legacy Program is designed to aggressively pursue land acquisition for three major objectives. One major objective is to purchase parkland for active recreation such as baseball and soccer fields, trailways and bike paths. A key component of the ball field initiative is to partner with municipalities on the acquisition and/or development of ball fields to maximize available funding. The development of RiverWalk, the proposed promenade along the Hudson River, is a key component of the Legacy Program. A second major objective is to protect our County's natural habitats and protect rivers, streams and lakes. The third objective is to preserve land for historic preservation and protection of our cultural heritage. This project continues Capital Project BLA01 Parkland Acquisition/ Westchester Legacy Program. This is a general fund, specific projects are subject to a Capital Budget Amendment.

Current Year Description

The current year request funds rehabilitation of the existing Riverwalk in Tarrytown (\$1m), and provides additional funds to the project (\$500,000), as well as funding Board of Legislators' additions for Silliman Park upgrades in Ardsley (\$2m) and Rye Town Park Bathhouse upgrades (\$427,000).

Current Year Financing Plan

Year	Bonds	Cash	Non County Shares	Total
2024	3,927,000			3,927,000

Impact on Operating Budget

The impact on the Operating Budget is the appropriation of Cash to Capital and the debt service associated with the issuance of bonds.

Appropriation History

Year	Amount	Description	Status
2020	1,000,000	Funds this project	AWAITING BOND AUTHORIZATION
2021	17,000,000	Ludlow Park (Water Access Park), Yonkers, \$10,000,000; 4th Street Playground, Mt. Vernon, \$2,000,000 and Riverwalk Improvements, Yonkers, \$5,000,000	AWAITING BOND AUTHORIZATION
2022	(700,000)	Design of Riverwalk improvements in Tarrytown \$1,300,000; 4th Street Playground Mt. Vernon appropriation reduction (\$2,000,000)	\$1,300,000 DESIGN; (\$2,000,000) APPROPRIATION REDUCTION
2023	6,000,000	A turf field at Flint Park in Larchmont \$1,000,000; a linear park extending north from the Yonkers Joint Water Resource Recovery Facility in the Ludlow section of Yonkers \$5,000,000.	AWAITING BOND AUTHORIZATION
Total	23,300,000		

PARKLAND AND HISTORICAL PRESERVATION PROGRAM (BLA1A)

Prior Appropriations

	Appropriated	Collected	Uncollected
Bond Proceeds	22,000,000		22,000,000
Funds Revenue	1,300,000	1,300,000	
Total	23,300,000	1,300,000	22,000,000

Bonds Authorized

Bond Act	Amount	Date Sold	Amount Sold	Balance
227 23	200,000			200,000
Total	200,000			200,000

ACT NO. _____ - 2024

AN ACT authorizing the County of Westchester to purchase real property located at 311 Welcher Avenue in Peekskill, New York.

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

Section 1. The County of Westchester (the “County”) is hereby authorized to purchase real property located at 311 Welcher Avenue in Peekskill, New York, consisting of an undeveloped parcel with approximately 0.27 acres. The property, which is adjacent to Blue Mountain Reservation, shall be dedicated as parkland and utilized to expand the County park.

§2. The amount to be paid for the purchase of the subject property shall not exceed EIGHTY-FIVE THOUSAND (\$85,000.00) DOLLARS.

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

§4. This Act shall take effect immediately.

RESOLUTION -2024

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

WHEREAS, the County Charter requires that a public hearing with respect to the proposed 2025 Westchester County Budget be held, at which persons may be heard for or against the items as presented in said Budget or any items thereof, **THEREFORE BE IT RESOLVED**, that, in accordance with the provisions of the Westchester County Charter, a public hearing be held on Wednesday, December 4, 2024 at 7:00 pm. The County Board will allow participation in the public hearing both in-person and through the Board's Webex teleconferencing system. To register to speak via Webex, please visit this link: <https://bit.ly/4hFDUiz>. **Event number: 2430 054 2295; Event password: 2025Budget** (all one word). Speakers will be called in the order of registration. Speakers who wish to participate by phone, should call 1-844-621-3956. Callers will be interspersed, with in-person speakers at the Chair's discretion. Comments may be submitted in writing by emailing: BOLPublicHearingComments@westchesterlegislators.com by 5pm, December 4, 2024. Comments mailed to the Clerk of the Board of Legislators, 148 Martine Ave., 8th Floor, White Plains, NY 10601, must be postmarked by December 4, 2024, and **BE IT FURTHER**

RESOLVED, that the *JOURNAL NEWS* (All Westchester Editions), *WESTCHESTER HISPANO* (All Westchester Editions) be and hereby are designated as the newspapers in which to publish the Notice of Public Hearing as aforesaid.

Dated: *November 12th, 2024*
White Plains, New York

Laurel Zeller Jones
[Signature]
Vedat Fudini
[Signature]
[Signature]

COMMITTEE ON BUDGET & APPROPRIATIONS

Dated: November 12, 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

Handwritten signature of Colin J. Antez in black ink.Handwritten signature of Jeff Rein in black ink.

RESOLUTION -2024

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

BE IT

RESOLVED, that Rules 9 and 11 of the Rules of Westchester County Board of Legislators, Resolution No. 101-1998, be suspended solely and exclusively with regard to the 2025 proposed Westchester County Budget, and

BE IT FURTHER

RESOLVED, that items may be presented orally and with majority consent.

Dated: *November 12th, 2024*
White Plains, New York

James J. Zilber John J.
Z. D.
Vedat Fashi
Quigley
W. R.

COMMITTEE ON BUDGET & APPROPRIATIONS

Dated: November 12, 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

Handwritten signature of Colin J. Anderson in black ink.Handwritten signature of Jeff Rein in black ink.

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

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

FROM: Hon. Vedat Gashi
Chairman of the Board

DATE: November 8, 2024

RE: Proposed 2025 County Budget Hearing Resolutions

A handwritten signature in blue ink that reads 'Vedat Gashi' with a stylized circular mark at the end.

As Chairman of the Board of Legislators, I am placing the below items directly into the Committee on Budget & Appropriations.

Thank you.

(ID: 2024-576) RESO-PH-2025 Westchester County Budget

A Public Hearing on the Proposed 2025 Westchester County Budget for Wednesday, December 4, 2024 at 7:00pm, and designating which papers will publish the Notice Public Hearing.

(ID: 2024-577) RES-2025 Westchester County Budget - Suspending Rules 9 & 11

A RESOLUTION suspending Rules 9 & 11 of the Rules of the Westchester County Board of Legislators with regard to the 2025 Propose Westchester County Budget.

(ID: 2024-578) RES-2025 Westchester County Budget - PH Rules for In-person and WebEx Speakers

A RESOLUTION adopting certain rules of conduct for the Public Hearing on the Proposed 2025 Westchester County Budget for in-person and WebEx speakers.

CC: James Silverberg
Marcelo Figueroa
Dylan Tragni
Sunday Vanderberg

RESOLUTION -2024

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

BE IT

RESOLVED, that the County Board will permit in-person access to the meeting and will allow participation in the public hearing both in-person and through the Webex teleconferencing system; and the following rules be and are hereby adopted for the conduct of the public hearing concerning the Proposed 2025 Westchester County Budget:

Only one numbered speaker card will be given out at 6:15p.m. for each in-person speaker,

All speakers shall be limited to three (3) minutes each,

To register to speak via the Board's Webex teleconferencing system, please visit this link: <https://bit.ly/4hFDUiz>. **Event number: 2430 054 2295;**
Event password: 2025Budget (all one word). Speakers will be called in the order of registration,

Speakers who wish to participate by phone should call 1-844-621-3956,

Speakers will be called in the order of registration. Callers will be interspersed with in-person speakers at the Chair's discretion,

Written comments may be submitted in advance by email at BOLPublicHearingComments@westchesterlegislators.com or by mailing them to the Clerk of the Board of Legislators, 148 Martine Ave., 8th Floor, White Plains, NY 10601. Emailed comments must be received on December 4, 2024 by 5pm. Mailed comments must be postmarked by December 4, 2024. All written comments will be included in the official record.

Dated: November 12th, 2024
White Plains, New York

James J. Zeller
John J. Zeller
Vedat Sabir
James J. Zeller
John J. Zeller

COMMITTEE ON BUDGET & APPROPRIATIONS

Dated: November 12, 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

Handwritten signature of Colin J. Antez in cursive script.Handwritten signature of Jeff Rein in cursive script.

TO: HONORABLE BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER

Your Committee is in receipt of "AN ACT relating to the reporting of Area Median Income and Local Area Median Income in relation to affordable housing."

Your Committee is informed that the proposed Act would first memorialize the current practice where the Westchester County Department of Planning ("Planning Department.") provides the Area Median Income ("AMI") for capital projects involving affordable housing units, as defined by the U.S. Department of Housing and Urban Development's ("HUD") income limits, when they are presented to the Westchester County Planning Board ("Planning Board").

Your Committee is advised that, according to HUD's Office of Policy Development and Research, HUD sets income limits that determine eligibility for a variety of housing programs. HUD develops income limits based on median family income estimates and fair market rent area definitions for each metropolitan area, parts of some metropolitan areas, and each non-metropolitan county. AMI is a key metric in affordable housing and represents the median family income for a specific area, adjusted for family size. AMI is calculated on an annual basis by HUD.

Your Committee is further informed by the Planning Department that HUD's income limits are required to be used for any program involving federal funding and is used for County housing programs. These limits are also used by New York State and other financiers of housing, such as charitable organizations and banks, when providing funds for housing developments in Westchester. Moreover, the County uses the AMI standard to set eligibility requirements for its funding programs for both rental and ownership housing. Affordability is broadly defined as a household paying no

more than 30% of their monthly gross income towards their housing costs. These income limits are a widely accepted national standard for professionals working with fair and affordable housing issues.

Your Committee recognizes, however, that Westchester County's cities, towns, and villages are socioeconomically diverse, which makes it difficult to assess true affordability using the countywide income limits set by HUD. For example, in 2023 a homeownership unit which was set at 80% AMI would have been available to a four-person household whose income was no more than \$117,450. If the unit was located in an affluent municipality, then its designation as affordable makes sense; but if the same unit was built in a low-income area, then it is anything but affordable.

As such, this Act also requires the Planning Department to annually calculate the Local Area Median Income ("LAMI") for all applicable municipalities where the U.S. Census Bureau provides the data necessary to complete the local estimate. Your Committee notes the Planning Department has advised that, currently the Census Bureau does not provide median income for municipalities where the income estimate is above \$250,000. To date, municipalities within the County with median incomes above \$250,000 are Ardsley, Briarcliff Manor, Bronxville, Larchmont, New Castle, Pelham Manor, Pound Ridge, Rye City, and Scarsdale. This list of municipalities may change in the coming years' estimates or the Census Bureau may revise the \$250,000 threshold at some point. However, currently, because of the lack of data from the Census Bureau, the Planning Department would not be able to provide the Local AMI relating to affordable housing for the municipalities listed above.

In addition, this Act would require the Planning Department to: (1) make these annual LAMI calculations publicly available; (2) post these annual LAMI calculations on the Planning Department's website; (3) submit the yearly LAMI calculations for all applicable municipalities within the County to

the Clerk of the Board of Legislators; and (4) send a copy of the yearly LAMI calculation to the Planning Board, Planning Department, Clerk, and Executive of each municipality for whom a LAMI is calculated.

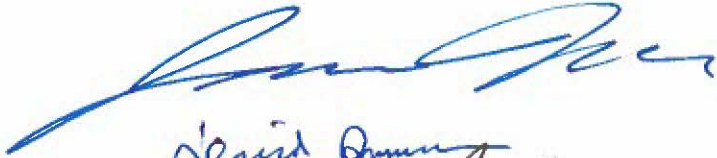
Lastly, this Act would require the Planning Department to provide to the Planning Board the LAMI of the municipality in which a capital project that includes affordable housing units is to be located. This section shall only apply where there is a LAMI calculation for the subject municipality. Currently the Planning Department only provides the AMI for Westchester County.


Enacting this proposal will allow policymakers to better contextualize new affordable housing development in different areas of the County. In addition, the Act promotes transparency and accessibility of the Local AMI information, not only to the public at large, but also to prospective developers and government entities within the applicable local municipalities. The yearly LAMI calculations will allow policymakers and developers within local municipalities to better determine the thresholds for affordable housing development within their respective localities and work to ensure the needs of that local community are met.

Additionally, and as you know, your Honorable Board must comply with the requirements of the State Environmental Quality Review Act ("SEQRA"). Your Committee is informed that the proposed project 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.

The Committee, after careful consideration, recommends the adoption of this Act.

Dated: ~~November~~ 18, 2024
White Plains, New York


David Dunning
Colin V. M.
Ty D.
Emily Ann Uley
Vedat Jahin


David Dunning
Colin V. M.
James J. Zeller Jr.
Ty D.
Vedat Jahin

Legislation COMMITTEE ON Housing & Planning

Dated: November 18, 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.

Margaret A. Cunzio

**COMMITTEE ON
Legislation**

FISCAL IMPACT STATEMENT

SUBJECT: Prop. AMI & LAMI Act - ALM-9/9/24

☒ 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: _____

Potential Related Operating Budget Expenses: Annual Amount _____

Describe: None

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: None

Prepared by: Erion Vela

Title: Coordinator of Fiscal Operations

Department: Planning

Date: September 20, 2024

Reviewed By: 

Budget Director

Date: 9/20/24

AN ACT relating to the reporting of Area Median Income and Local Area Median Income in relation to affordable housing.

Be it enacted by the Board of Legislators of the County of Westchester, as follows:

§ 1. The Westchester County Department of Planning shall calculate the Local Area Median Income (LAMI) for all municipalities where the U.S. Census Bureau provides the data necessary to complete the local estimate. The LAMI of such municipalities shall be calculated on an annual basis by the Westchester County Department of Planning. These annual LAMI calculations shall be made publically available.

§ 2. On an annual basis, the Westchester County Planning Department shall ensure both the Area Median Income (AMI) and the LAMI calculations made pursuant to Section 1 of this Act are:

- (a) posted on the Westchester County Department of Planning's website;
- (b) submitted to the Clerk of the Board of Legislators; and
- (c) sent to the Planning Board, Planning Department, Clerk, and Executive of each municipality for which a LAMI is calculated.

Each transmission identified in this section shall include a statement indicating that the LAMI calculation is provided for informational purposes.

§ 3. The annual requirements set forth in Sections 1 and 2 of this Act shall be performed by the Westchester County Planning Department each year within 60 days of the release of the U.S. Department of Housing and Urban Development's (HUD) annual area median income estimates for Westchester County.

§ 4. When presenting a capital project to the Westchester County Planning Board that includes affordable housing units subject to income limits calculated off of AMI, the Westchester County Department of Planning shall provide the AMI information.

§ 5. When presenting information required by Section 4 of this Act, the Westchester County Department of Planning shall also be required to provide to the Westchester County Planning Board, the LAMI of the municipality in which the capital project shall be located. This section shall only apply where there is a LAMI calculation for the subject municipality.

§ 6. Effective date. This Act shall take effect upon the provision of the County AMI data from HUD in 2025, which allows for the calculation of the LAMI.

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

Your Committee is in receipt of a communication from the County Executive recommending the approval of an act (the “Act”) which, if adopted, would authorize the County of Westchester (the “County”), acting by and through its Department of Senior Programs and Services (the “Department”), to further amend grant agreements (the “Grant Agreements”) with the New York State Office for the Aging (“NYSOFA”), for the following programs: Titles III-B, III-C & the Nutrition Services Incentive Program (“NSIP”), III-D and III-E of the Older Americans Act. The proposed Act will authorize the County to retroactively amend the Grant Agreements to increase the amount of Title III-B funding by \$42,110, Title III-C & NSIP funding by \$273,484, Title III-D funding by \$5,641 and Title III-E funding by \$156,209.

Your Committee is advised that on March 6, 2023 by Act No. 46-2023, your Honorable Board authorized the County, *inter alia*, to enter into various Grant Agreements with NYSOFA to accept grant funds made available to the County from NYSOFA under the Titles III-B, III-C & NSIP, III-D and III-E programs. The term of the Grant Agreements commenced on January 1, 2023 and continued through December 31, 2023, except for the Grant Agreement for NSIP which commenced on October 1, 2022 and continued through September 30, 2023.

Thereafter, on August 7, 2023 by Act No. 140-2023, your Honorable Board authorized the County to amend the Grant Agreements to modify the amounts as follows:

	Title III-B	Title III-C & NSIP	Title III-D	Title III-E
Original Grant Amount under Act No. 46-2023	\$1,090,544	\$2,109,951	\$62,413	\$565,141
Amount of change under Act No. 140-2023	+\$14,808	+\$31,527	-\$160	+\$9,825
Final Amended Grant Amount under Act No. 140-2023	\$1,105,352	\$2,141,478	\$62,253	\$574,966

NYSOFA recently informed the Department that it has increased funding under the Grant Agreements for the Titles III-B, III-C & NSIP, III-D and III-E programs. In order for the County to

receive the additional funding, it will be necessary to retroactively further amend the Grant Agreements to modify the amounts as follows:

	Title III-B	Title III-C & NSIP	Title III-D	Title III-E
Original Grant Amount under Act No. 46-2023	\$1,090,544	\$2,109,951	\$62,413	\$565,141
Final Amended Grant Amount under Act No. 140-2023	\$1,105,352	\$2,141,478	\$62,253	\$574,966
Amount of current change	+\$42,110	+\$273,484	+\$5,641	+\$156,209
Final New Amended Grant Amount	\$1,147,462	\$2,414,962	\$67,894	\$731,175

Except as specifically amended hereby, all remaining terms and conditions contained in the above referenced Grant Agreements shall remain in full force and effect upon the parties.

The Planning Department has advised that based on its review, the proposed amendments to the aforementioned Grant Agreements do not meet the definition of an “action” under the State Environmental Quality Review Act, 6 NYCRR part 617. As such, no environmental review is required. Please refer to the memorandum from the Department of Planning dated January 8, 2024, which is on file with the Clerk of the Board of Legislators.

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

Your Committee believes that amending the Grant Agreements is in the best interest of the County and, therefore, recommends your Honorable Board’s favorable action on the annexed proposed Act.

Dated: November 18th, 2024

White Plains, New York

Henry J. Burt John

Pat M

SSS

Henry Burt

Smith

John

J. W. Burt

Nedat J. Burt

COMMITTEE ON

Budget & Appropriations

Veterans, seniors, and youth

NOVEMBER 14, 2024

Dated: November 14, 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:

**VETERANS, SENIORS, AND
YOUTH**

A handwritten signature in black ink, appearing to read "Joe Almonte".

FISCAL IMPACT STATEMENT

SUBJECT: IIIB ☐ 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 \$ 1833549

Total Current Year Revenue \$ 1147462

Source of Funds (check one): ☒ Current Appropriations

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

Identify Accounts: 101-24-4957

263-85-T686

Potential Related Operating Budget Expenses: Annual Amount \$ 686087

Describe: County Match Funds required in order to receive IIIB Federal funding.

Potential Related Revenues: Annual Amount \$ 1147462

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

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

Current Year: Without these funds, the Department would not be able to provide Transportation, Legal Services, Homemaker, Housekeeping, Consumer Directed In-Home Services (CDIS), Sr. Center Rec and Ed, and In-Home Contact & Support to Seniors in Westchester.

Next Four years:

Estimated to be same as above each year.

Prepared by: Sandra Brown

Title: Director of Program Development II

Department: Senior Programs & Svcs.

 Reviewed By: 

Budget Director

10/22/24

If you need more space, please attach additional sheets.

FISCAL IMPACT STATEMENT

SUBJECT: IIIC1/NSIP

☐ 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 \$ 1675083

Total Current Year Revenue \$ 1436454

Source of Funds (check one): ☒ Current Appropriations

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

Identify Accounts: 101-24-4957

263-85-T941

Potential Related Operating Budget Expenses: Annual Amount \$ 238629

Describe: County Match Funds required in order to receive IIIC1/NSIP Federal funding.

Potential Related Revenues: Annual Amount \$ 1436454

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

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

Current Year: Without these funds, the Department would not be able to provide seniors with Congregate Meals, Nutrition Education, Senior Center Recreation and Education and supplement regional kitchen equipment, repairs and supplies as needed.

Next Four years:

Estimated to be same as above each year.

Prepared by: Sandra Brown

Title: Director of Program Development II

Department: Senior Programs & Svcs.

Reviewed By: 

Budget Director

10/22/24

If you need more space, please attach additional sheets.

FISCAL IMPACT STATEMENT

SUBJECT: IIIC2/NSIP

☐ 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 \$ 1072281

Total Current Year Revenue \$ 978508

Source of Funds (check one): ☒ Current Appropriations

☐ Transfer of Existing Appropriations

☐ Additional Appropriations

☐ Other (explain)

Identify Accounts: 101-24-4957

263-85-T942

Potential Related Operating Budget Expenses:

Annual Amount \$ 93773

Describe: County Match Funds required in order to receive IIIC2/NSIP Federal funding.

Potential Related Revenues: Annual Amount \$ 978508

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

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

Current Year: Without these funds, the Department would not be able to provide Home Delivered Meals, Nutrition Education, Nutrition Counseling and supplement regional kitchen equipment, supplies, repairs and vehicle expenses as needed.

Next Four years:

Estimated to be same as above each year.

Prepared by: Sandra Brown

Title: Director of Program Development II

Department: Senior Programs & Svcs.

Reviewed By: 

Budget Director

10/22/24

If you need more space, please attach additional sheets.

FISCAL IMPACT STATEMENT

SUBJECT: IIID ☐ 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 \$ 99648

Total Current Year Revenue \$ 67894

Source of Funds (check one): ☒ Current Appropriations

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

Identify Accounts: 101-24-4957

263-85-T943

Potential Related Operating Budget Expenses: Annual Amount \$ 31754

Describe: County Match Funds required in order to receive IIID Federal funding.

Potential Related Revenues: Annual Amount \$ 67894

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

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

Current Year: Without these funds, the Department would not be able to provide Health & Wellness and Chronic Disease Self-Management programs to seniors in Westchester County.

Next Four years:

Estimated to be same as above each year.

Prepared by: Sandra Brown

Title: Director of Program Development II

Department: Senior Programs & Svcs.

Reviewed By: 

Budget Director

10/22/24

If you need more space, please attach additional sheets.

FISCAL IMPACT STATEMENT

SUBJECT: IIIE

☐ 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 \$ 957176

Total Current Year Revenue \$ 731175

Source of Funds (check one): ☒ Current Appropriations

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

Identify Accounts: 101-24-4957

263-85-T448

Potential Related Operating Budget Expenses: Annual Amount \$ 226001

Describe: County Match Funds required in order to receive IIIE Federal funding.

Potential Related Revenues: Annual Amount \$ 731175

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

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

Current Year: Without these funds, the Department would not be able to provide services under the National Family Caregiver Program; including caregiver and grandparent information, assistance, counseling, support groups, training and public information, escort assistance, and personal locator services.


Next Four years:

Estimated to be same as above each year.

Prepared by: Sandra Brown

Title: Director of Program Development II

Department: Senior Programs & Svcs.

SP Reviewed By: 

Budget Director

10/22/24

If you need more space, please attach additional sheets.

AN ACT authorizing the County of Westchester to retroactively amend 2023 grant agreements with the New York State Office for the Aging

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

Section 1. The County of Westchester (the “County”), acting by and through its Department of Senior Programs & Services, is hereby authorized to retroactively amend grant agreements (the “Grant Agreements”) with the New York State Office for the Aging (“NYSOFA”), under Titles III-B, III-C & the Nutrition Services Incentive Program (“NSIP”), III-D and III-E of the Older Americans Act, as authorized by Act Nos. 46-2023 and 140-2023, by further modifying the amounts under the Grant Agreements, as follows:

	Title III-B	Title III-C & NSIP	Title III-D	Title III-E
Original Grant Amount under Act No. 46-2023	\$1,090,544	\$2,109,951	\$62,413	\$565,141
Final Amended Grant Amount under Act No. 140-2023	\$1,105,352	\$2,141,478	\$62,253	\$574,966
Amount of current change	+\$42,110	+\$273,484	+\$5,641	+\$156,209
Final New Amended Grant Amount	\$1,147,462	\$2,414,962	\$67,894	\$731,175

§2. Except as specifically amended hereby, all remaining terms and conditions set forth in the above referenced Grant Agreements, as previously amended, shall remain in full force and effect upon the parties.

§3. This Act shall take effect immediately.

**HONORABLE BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER**

Your Committee is in receipt of a communication from the County Executive requesting that the Westchester County Office of Tourism and Film be designated as the County's official Tourist Promotion Agency ("TPA") for the period from January 1, 2025 through December 31, 2025.

This TPA designation will allow the Office of Tourism and Film to receive a matching funds grant from New York State which will be used to market Westchester County as a tourism destination.

Your Committee has been advised that the New York State Tourist Promotion Act specifically requires the designation of a tourist promotion agency by the County's governing body and that such approval be in the form of a Resolution. As you are aware, Section 209.91(4) of the Laws of Westchester County requires approval by your Honorable Board for such matters by way of an Act. To satisfy the requirements of both the County and the State, your Honorable Board has been presented with a proposed Act and Resolution for your consideration and approval. Your Honorable Board has passed similar legislation, most recently by Act No. 255-2023 and Resolution No. 145-2023 for the calendar year 2024.

The Planning Department has advised that that the proposed designation does not meet the definition of an action under New York State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617. As such, no environmental review is required.

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

Accordingly, your Committee recommends adoption of the proposed Act and Resolution.

Dated: *November 18*, 2024
White Plains, New York

Benjamin Boyfunt

Emilyan Alley

Ad V
Calvin Palk

COMMITTEE ON *Economic Development*

C: JPG 10.01.2024

FISCAL IMPACT STATEMENT

SUBJECT: Tourist Promotion Agency 2025

☐ 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	\$	54,000
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Total Current Year Revenue	\$	54,000
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Source of Funds (check one): ☒ Current Appropriations ☐ Transfer of Existing Appropriations

☐ Additional Appropriations☐ Other (explain) _____

Identify Accounts: Expense:101-11-0720-4912; Revenue: 263-11-A432-9854

Potential Related Operating Budget Expenses:

Annual Amount \$54,000

Describe: An Act designating the Westchester County Office of Tourism as the Tourist

Promotion Agency for Westchester County for the period from January 1, 2025 through

December 31, 2025.

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: Debra Ogden

Title: Sr. Budget Analyst

Department: Budget

Date: October 22, 2024

Reviewed By:

Budget Director

Date:

ACT NO. ____ - 2024

AN ACT designating the Westchester County Office of Tourism and Film as the Tourist Promotion Agency for Westchester County for the period from January 1, 2025 through December 31, 2025.

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

Section 1. The Board of Legislators of the County of Westchester hereby designates the Westchester County Office of Tourism and Film as the Tourist Promotion Agency for Westchester County, as such an agency is defined in the New York State Tourist Promotion Act, for the period from January 1, 2025 through December 31, 2025.

§2. The attached Resolution, designating the Westchester County Office of Tourism and Film as the Tourist Promotion Agency for Westchester County, is hereby adopted.

§3. This Act shall take effect immediately.

RESOLUTION NO. - 2024

WHEREAS, the State of New York has made available to its counties “matching funds” for the promotion of tourism; and

WHEREAS, the New York State Tourist Promotion Act requires the legislature of each county to designate a Tourist Promotion Agency as the applicant for and the recipient of such funds; and

WHEREAS, the Westchester County Office of Tourism and Film is charged with the duty to promote tourism within Westchester County.

NOW, THEREFORE, be it hereby:

RESOLVED, that the Board of Legislators of the County of Westchester hereby designates the Westchester County Office of Tourism and Film as the Tourist Promotion Agency for Westchester County, as such an agency is defined in the New York State Tourist Promotion Act, for the period from January 1, 2025 through December 31, 2025.

TO: HONORABLE BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER

Your Committee is in receipt of a communication from the County Executive requesting the adoption of the attached “A LOCAL LAW to amend the Laws of Westchester County by adding a new Chapter 527-a relating to fees charged for a license to carry a pistol or revolver, purchase or take possession of a semiautomatic rifle, and amend or renew such license.”

Your Committee is aware that the fees charged by counties for new pistol licenses are regulated by New York State Penal Law § 400.00(14). Pursuant to this New York State law, Westchester’s pistol license applications have been capped at \$10 for new applications, \$10 for renewal applications, and \$3 for change to restriction/amendment applications. The costs associated with the work necessary to process these applications is significantly higher than what the current fee structure provides. The costs can be broken down as follows:

- **New Permit**
 - Public Safety Staff Costs: \$438
 - Clerk Costs: \$93
 - Total Cost: \$531
- **Renewal Permit**
 - Public Safety Staff Costs: \$194
 - Clerk Costs: \$33
 - Total Cost: \$227
- **Restriction Change/Amendment**
 - Public Safety Staff Costs: \$122
 - Clerk Costs: \$25
 - Total Cost: \$147

The current licensing fee structure has been in place since 1984. As such, Westchester County operates the firearms licensing program at a significant annual loss. The licensing fees bring in roughly \$75,000 to finance the program, while costing the County over \$2 million (to fund eight full time staff and one part-time staff member). Further, the review process has become especially onerous as New York State has passed laws requiring the County to review additional elements of an applicant's background and history. The County has thoroughly explored the mechanisms through which this process can be expedited, streamlined, and any ways in which technology can be used to improve the speed and quality of service. However, state law prevents the County from modifying the review process any further; for example, state law does not permit Westchester to process renewals through the State, a benefit afforded to many upstate counties.

As a result, Westchester's taxpayers subsidize the costs incurred by those seeking firearms licenses. Comparable counties, such as Nassau County as well as New York City, have received state authorization to charge fees in line with the cost of providing the licensing service. These localities have higher licensing fees, allowing them to cover a larger share of this cost, placing a lighter burden on their taxpayers. For example: New York City charges \$340 per application, Nassau County charges \$200 per application, and Oneida County charges \$110 per application.

Your Committee is aware that other fees factor into the total that a resident pays to receive a permit. In Westchester, this breaks out as follows: Residents pay the \$10 permit cost, a \$17 fingerprint processing fee, and roughly \$103 for a New York State mandated background

and social media check. The money from the state mandated check is passed directly to New York State; Westchester receives none of this money. New York City, Nassau and Oneida all charge a higher permit cost, and additionally collect the State mandated pass through fee, bringing the total amount a resident would pay in those localities to (NYC) \$443, (Nassau) \$303 and (Oneida) \$213 – all far in excess of the roughly \$140 that a resident of Westchester would pay to license their firearm.

Your Committee is advised that New York State law governs the process and structure of pistol licensing – and as such, it is not feasible at this time to reduce the cost of this service. Applications pass through the County Clerk’s office, and must be approved by a Judge before they can be finalized. New York State does not allow Westchester County to rely on the State to recertify licenses, unlike other counties, pursuant to Penal Law 400.00(10). Your committee has been further advised of the scope of work necessary to process a new license, to renew a license, and to amend a license. The 8 full time members and one part-time member of the Westchester County Department of Public Safety’s Pistol Licensing Unit (PLU) are required by state law to follow a specific process. State law requires the PLU to conduct in-person interviews; statewide database checks; mental health inquiries; national, state, and local level crime inquiries; verify the veracity of interviews and testimony; and develop detailed investigative reports to be utilized by the Judge in issuing their determination. The PLU must review over 7,500 applications, renewals and changes annually.

Your Committee is advised that, on September 15, 2023, the Governor signed into law an amendment to subdivision 14 of section 400.00 of the New York State Penal Law, to allow

the County, through this Board, to fix the fees to be charged for a license to carry or possess a pistol or revolver or to purchase or take possession of a semiautomatic rifle and to provide for disposition of such fees. In order to improve the quality and speed of service for those seeking a firearms license, and in order to shift the cost of this service from the general taxpayer and onto those utilizing the service, Westchester County has analyzed other counties' programs, and worked to determine a fee structure that allows the County to recoup a larger amount of the program's costs while keeping licensing fees lower than those charged by other counties.

Your Committee is further advised that this proposed Local Law, if adopted, would set the fees for a license to possess or carry a pistol or revolver, to purchase or take possession of a semiautomatic rifle or to renew a pistol license at \$175, to amend a restriction on a pistol license at \$125, and for any other amendment to a pistol license at \$25.00. Any other firearms licensing fees, including but not limited to: Duplicate licenses and license transfers between counties follow New York State law. Westchester County may only issue exemptions for retired police officers, retired uniformed court officers, and retired corrections officers; the County is barred by state law from issuing exemptions to any populations beyond those stated above. Moreover, all fees collected under this proposed Local Law would be paid into the general fund of the County, as is the current procedure regarding these fees.

Your Committee is informed that the proposed project 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.

Based on the foregoing, your Committee recommends the passage of this Local Law.

Dated: November 18, 2024
White Plains, New York

Sefer
Smith
Colin M (wop)
James Zeller (John)
J. H. (WOP)
Nanuff Bar
Redat Jasbi

Colin M (wop)
J. H. (WOP)
Emily Ann Ulag
Redat Jasbi

COMMITTEE ON

CC-10-24-24

Budget & Appropriations

Legislation

FISCAL IMPACT STATEMENT

SUBJECT:	<u>Pistol License Fees</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
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SECTION B - EXPENSES AND REVENUES

Total Current Year Expense	\$	-
Total Current Year Revenue	\$	266,028

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

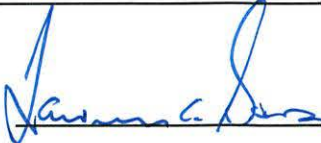
Identify Accounts: 101-21-0300-9127

Potential Related Operating Budget Expenses: Annual Amount _____
Describe: _____

Potential Related Operating Budget Revenues: Annual Amount \$634,800
Describe: Annual increase in pistol permit revenue for New, Renewal and Restriction
Change/Amendment.

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

Next Four Years: Estimated increase to revenue over the next four years (2025 - 2028)
is \$2,539,200.

Prepared by: <u>Christina Rampata</u>	Reviewed By: <u></u>
Title: <u>Deputy Budget Director</u>	Budget Director
Department: <u>Budget</u>	Date: <u>7/10/24</u>
Date: <u>July 9, 2024</u>	

A LOCAL LAW to amend the Laws of Westchester County by adding a new Chapter 527-a relating to fees charged for a license to carry a pistol or revolver, purchase or take possession of a semiautomatic rifle, and amend or renew such license.

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

Section 1. A new Chapter 527-a is hereby added to the Laws of Westchester County to read as follows:

Chapter 527-a

**FEES CHARGED FOR A LICENSE TO CARRY A PISTOL OR REVOLVER, OR
TO PURCHASE OR TAKE POSSESSION OF A SEMIAUTOMATIC RIFLE IN
THE COUNTY OF WESTCHESTER**

Sec. 527-a.01 Fees.

a. The County firearms licensing officer shall collect fees related to firearms licensing pursuant to the provisions of article 400 of the New York State Penal law.

b. The fees to obtain a license to carry or possess a pistol or revolver, to purchase or take possession of a semiautomatic rifle or to renew a license to carry or possess a pistol or revolver in the County shall be one hundred and seventy-five (\$175.00) dollars. If concurrent applications are made only the single highest fee shall be collected. Such fees provided for in this subdivision shall be in addition to the fees charged for a background check and fingerprints which are required to obtain a license pursuant to this Chapter.

c. The fee to amend a restriction on a pistol license shall be one hundred and twenty-five (\$125.00) dollars and the fee for any other amendment to a pistol license shall be twenty-five (\$25.00) dollars.

d. Any other firearms licensing fees including but not limited to duplicate licenses, license transfers between counties and waivers of license fees shall be set in compliance with New York State law.

Sec. 527-a.11 Disposition of Fees.

All fees collected under this chapter shall be paid into the treasury of the County and shall be credited to and deposited in the general fund of the County.

Section 2. This Local Law shall take effect immediately.