

# Board of Legislators Meeting Agenda



800 Michaelian Office Bldg.  
148 Martine Avenue, 8th Floor  
White Plains, NY 10601  
[www.westchesterlegislators.com](http://www.westchesterlegislators.com)

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**Monday, January 6, 2025**

**7:00 PM**

**Legislative Chambers**

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## Regular Meeting

### CALENDAR 2 (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.

### CALL TO ORDER

### MINUTES APPROVAL

November 18, 2024, 7pm, Regular Meeting  
December 4, 2024, 7pm, Proposed 2025 County Budget Hearing  
December 9, 2024, 10am, Regular Meeting  
December 9, 2024, 10:45am, Special Meeting  
December 16, 2024, 11am, Special Meeting

### PUBLIC COMMENT

Speakers \_\_\_\_\_

### PUBLIC HEARING

### UNFINISHED BUSINESS

### I. COMMUNICATIONS

#### A. COUNTY EXECUTIVE

##### 1. [2024-617](#) REAPPT-Fire Advisory Board-Lyman

A RESOLUTION reappointing Richard Lyman as a member of the Westchester County Fire Advisory Board for the term January 1, 2025 to December 31, 2027.

**COMMITTEE REFERRAL: COMMITTEE ON APPOINTMENTS**



**2. [2024-618](#) REAPPT-Fire Advisory Board-Sandor**

A RESOLUTION reappointing Chief Andrew J. Sandor as a member of the Westchester County Fire Advisory Board for the term January 1, 2025 to December 31, 2027.

**COMMITTEE REFERRAL: COMMITTEE ON APPOINTMENTS**

**3. [2024-619](#) REAPPT-Domestic Violence Council-Kanusher**

A RESOLUTION reappointing Cindy Kanusher as a member of the Westchester County Domestic Violence Council for the term January 1, 2025 to December 31, 2027.

**COMMITTEE REFERRAL: COMMITTEE ON APPOINTMENTS**

**4. [2024-620](#) REAPPT-Hispanic Advisory Board-Duarte**

A RESOLUTION reappointing David Duarte as a member of the Westchester County Hispanic Advisory Board for the term January 1, 2025 to December 31, 2026.

**COMMITTEE REFERRAL: COMMITTEE ON APPOINTMENTS**

**SI. 5. [2025-7](#) IMA-Project STRIV-Putnam Northern Westchester BOCES**

AN ACT authorizing the County of Westchester to enter into an inter-municipal Agreement with Putnam Northern Westchester BOCES pursuant to which BOCES will coordinate and present a portion of the Bureau of Justice Assistance's STOP School Violence Program by implementing Project Schools Transforming Real Interventions to Violence.

**COMMITTEE REFERRAL: COMMITTEES ON VETERANS, SENIORS & YOUTH AND PUBLIC SAFETY**

**SI. 6. [2025-8](#) RES-Westchester County Agricultural District No. 1**

A RESOLUTION authorizing the County of Westchester to commence a review of Westchester County Agricultural District No. 1 pursuant to Section 303-a of the New York Agriculture and Markets Law.

**COMMITTEE REFERRAL: COMMITTEES ON PARKS & ENVIRONMENT AND HOUSING & PLANNING**

**SI. 7. [2025-9](#) ACT-Renaming Westchester County Archives and Records Center - Andrew J. Spano Westchester County Archives and Records Center**

AN ACT naming the Westchester County Archives and Records Center located at 2199 Saw Mill River Road, Elmsford, NY, the "Andrew J. Spano Westchester County Archives and Record Center."

**COMMITTEE REFERRAL: COMMITTEE ON PUBLIC WORKS & TRANSPORTATION**

**B. COUNTY ATTORNEY**

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

1.     [2024-623](#)     **CLERK OF THE BOARD- REPORT - Office of Assigned Counsel  
2024 Annual Report**

Forwarding a copy of the 2024 Office of Assigned Counsel Annual Report.

**COMMITTEE REFERRAL: COMMITTEE ON LEGISLATION**

2.     [2024-624](#)     **CLERK OF THE BOARD- REPORT - Tax Commission Annual Report  
- 2024**

Forwarding a copy of the 2024 Tax Commission Annual Report.

**COMMITTEE REFERRAL: COMMITTEE ON BUDGET & APPROPRIATIONS**

3.     [2025-1](#)     **CLERK OF THE BOARD - Tax (Pilot) Agreement between Yonkers  
IDA and Yonkers Waterfront Properties**

Forwarded by the Clerk of the Board, a Tax (Pilot) Agreement between Yonkers IDA and Yonkers Waterfront Properties.

**FOR INFORMATIONAL PURPOSES ONLY - NO COMMITTEE REFERRAL NECESSARY**

4.     [2025-2](#)     **CLERK OF THE BOARD - Notice of Public Hearing, Port Chester  
IDA**

Forwarded by the Clerk of the Board, a notice of Public Hearing being held on January 7, 2025 regarding a proposed project at 5 Pearl Street, 9-11 Pearl Street and 153-157 Westchester Avenue, Port Chester.

**FOR INFORMATIONAL PURPOSES ONLY - NO COMMITTEE REFERRAL NECESSARY**

5.     [2025-3](#)     **CLERK OF THE BOARD - Appoint of Richard Wishnie as Acting  
County Executive**

Forwarded by the Clerk of the Board, a letter from Chairman Vedat Gashi appointing Richard Wishnie to serve as Acting County Executive effective immediately. This appointment shall expire at the time the Board of Legislators makes an appointment of a County Executive.

**FOR INFORMATIONAL PURPOSES ONLY - NO COMMITTEE REFERRAL NECESSARY**

6.     [2025-4](#)     **CLERK OF THE BOARD - Resignation Letter from George Latimer**

Forwarded from the Clerk of the Board, a resignation letter from George Latimer.

**FOR INFORMATIONAL PURPOSES ONLY - NO COMMITTEE REFERRAL NECESSARY**

**III. STANDING COMMITTEES**

**1.     [2024-377](#)     REAPPT-Parks, Recreation & Conservation Bd-Dubitsky**

A RESOLUTION reappointing Pamela Dubitsky as a member of the Westchester County Parks, Recreation and Conservation Board for the term January 1, 2024 to December 31, 2026.

***SUBMITTED BY: COMMITTEE ON APPOINTMENTS***

RESOLUTION \_\_\_\_\_ - 2025                      VOTE \_\_\_\_\_

**2.     [2024-378](#)     REAPPT-Parks, Recreation & Conservation Bd-Cruz**

A RESOLUTION reappointing Sobeida Cruz as a member of the Westchester County Parks, Recreation and Conservation Board for the term January 1, 2024 to December 31, 2026.

***SUBMITTED BY: COMMITTEE ON APPOINTMENTS***

RESOLUTION \_\_\_\_\_ - 2025                      VOTE \_\_\_\_\_

**3.     [2024-379](#)     APPT-Hispanic Advisory Board-Vidal**

A RESOLUTION appointing Cesar E. Vidal as a member of the Westchester County Hispanic Advisory Board for the term June 3, 2024 to December 31, 2025.

***SUBMITTED BY: COMMITTEE ON APPOINTMENTS***

RESOLUTION \_\_\_\_\_ - 2025                      VOTE \_\_\_\_\_

**4.     [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.

***SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND LAW & MAJOR CONTRACTS***

ACT \_\_\_\_\_ - 2025                      VOTE \_\_\_\_\_

**5.     [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.

***SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND LAW & MAJOR CONTRACTS***

ACT \_\_\_\_\_ - 2025                      VOTE \_\_\_\_\_

**6.     [2024-616](#)     ACT - Enter into Agreement re: Standard Amusement**

AN ACT authorizing the County to retain, at County expense, the law firm of Bleakley, Platt &

Schmidt, LLP to represent the Westchester County Board of Health, as needed in connection with the administrative matter re: Playland Pool (Standard Amusement).

**SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND LAW & MAJOR CONTRACTS**

ACT \_\_\_\_\_ - 2025

VOTE \_\_\_\_\_

**SI. 7. [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.

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

BOND ACT \_\_\_\_\_ - 2025

VOTE \_\_\_\_\_

**SI. 8. [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.

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

ACT \_\_\_\_\_ - 2025

VOTE \_\_\_\_\_

**SI. 9. [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.

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

RESOLUTION \_\_\_\_\_ - 2025

VOTE \_\_\_\_\_

**SI. 10. [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.

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

**BOND ACT \_\_\_\_\_ - 2025**

**VOTE \_\_\_\_\_**

**SI. 11.2024-599      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**

**BOND ACT \_\_\_\_\_ - 2025**

**VOTE \_\_\_\_\_**

**SI. 12.2024-600      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.

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

**ACT \_\_\_\_\_ - 2025**

**VOTE \_\_\_\_\_**

**SI. 13.2024-601      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.

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

**ACT \_\_\_\_\_ - 2025**

**VOTE \_\_\_\_\_**

**SI. 14.2024-602      BOND ACT-BLA1A-2648-Parkland and Historical Preservation Program**

A BOND ACT authorizing the issuance of FOUR HUNDRED TWENTY-SEVEN THOUSAND (\$427,000) DOLLARS in bonds of Westchester County to finance Capital Project BLA1A - Parkland and Historical Preservation Program.

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

BOND ACT \_\_\_\_\_ - 2025

VOTE \_\_\_\_\_

[SI. 15.2024-603](#)

**IMA-Rye Town Park Bathhouse-BLA1A-Town of Rye**

AN ACT authorizing the County of Westchester to enter into an intermunicipal agreement with the Town of Rye in connection with making improvements to the bathhouse located in Rye Town Park.

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

ACT \_\_\_\_\_ - 2025

VOTE \_\_\_\_\_

[SI. 16.2024-610](#)

**BOND ACT-BPL26-2441-Flood Mitigation**

A BOND ACT authorizing the issuance of ONE MILLION, TWO HUNDRED THOUSAND (\$1,200,000) DOLLARS in bonds of Westchester County to finance Capital Project BPL-26-2441 Flood Mitigation.

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

BOND ACT \_\_\_\_\_ - 2025

VOTE \_\_\_\_\_

[SI. 17.2024-611](#)

**IMA-BPL26-Flood Mitigation-Village of Briarcliff Manor**

AN ACT authorizing the County of Westchester to enter into an intermunicipal agreement the Village of Briarcliff Manor in connection with a flood mitigation project (Capital Project BPL26 - Unique ID#2441).

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

ACT \_\_\_\_\_ - 2025

VOTE \_\_\_\_\_

#### IV. SPECIAL ORDERS

#### MOTIONS, RESOLUTIONS & CALL OF THE DISTRICTS

2025-6

**MEMORIAL RESOLUTIONS 1-2025**

HON. TERRY CLEMENTS: Beuenia "Bee" Brown

HON. MARGARET A. CUNZIO: Dino Centi, Laurie Jean Cianflone, Jennie C. Tompkins, Edward Patane, Jorge Renato Marmol

LEGISLATORS NOLAN, TUBIOLO, WILLIAMS AND ALVARADO: Patrick Sinon Breen

HON. COLIN SMITH: Mary E. Rainey

HON. DAVID J. TUBIOLO: Rev. Father Jos Kandathikudy

HON. JEWEL WILLIAMS JOHNSON: Richard E. Rose

HON. TYRAE WOODSON-SAMUELS: Evelyn Paula Nelson Young

## **ADJOURNMENT**

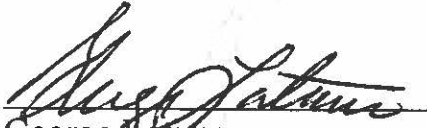
Next meeting: January 27, 2025 at 7pm.

George Latimer  
County Executive

WHEREAS, the term of Richard Lyman, as a member of the Westchester County Fire Advisory Board, has expired:

NOW, THEREFORE, I, George Latimer, County Executive of Westchester County, in accordance with the terms and provisions of the Westchester County Charter, reappoint Richard Lyman, 61 White Plains Avenue, West Harrison, New York, as a member of the Westchester County Fire Advisory Board, for the term January 1, 2025 to December 31, 2027.

Given under my hand  
and seal this 2<sup>nd</sup> day  
of December, 2024.



George Latimer  
County Executive

Office of the County Executive

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

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Telephone: (914)995-2900

[westchestergov.com](http://westchestergov.com)



# Westchester County

George Latimer  
County Executive

December 2, 2024

Mr. Richard Lyman  
61 White Plains Avenue  
West Harrison, NY 10604

Dear Mr. Lyman, *Dide*

It is my pleasure to reappoint you to serve as a member of the Westchester County Fire Advisory Board, effective, January 1, 2025. This appointment is for a term to expire on December 31, 2027.

Your reappointment is subject to confirmation by the Westchester County Board of Legislators, but your service begins immediately. You must complete the attached Oath of Office within 30 days, either by appearing at the County Clerk's office or mailing the signed and notarized form to our office.

When you have filed your Oath of Office, a Resolution to confirm your appointment will be submitted to the County Board of Legislators. As part of the confirmation process, you may be called before the Board to be interviewed.

Pursuant to Local Law, as a member of a Westchester County Board and/or Commission, you are responsible for adhering to the requirements of our Code of Ethics.

Warmest wishes for a successful tenure.

Very Truly Yours,



George Latimer  
Westchester County Executive

GL/ts

cc: Honorable Board of Legislators  
Joan McDonald, Director of Operations  
Richard Wishnie, Commissioner, Emergency Services

Office of the County Executive

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

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Telephone: (914)995-2900

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# Westchester County Executive Branch - Member Attendance

## Fire Advisory Board

Member	Feb 29, 2024	Sep 26, 2024	TOTALS
Kelly Murphy	E		0.0%
Greg Santone	P		100.0%
Kate Hallex	A		0.0%
Joseph Olenik	P		100.0%
Andrew Sandor	P	P	100.0%
Peter Miley		P	50.0%
Richard Lyman	P	P	100.0%
Richard Wishnie	P	E	50.0%
Susan Spear	E	E	0.0%
Neil Caputo	P	P	100.0%
Christopher Duffelmeyer	P	P	100.0%
Lawrence Lee	P	P	100.0%
Robert Outhouse	P	P	100.0%
Christopher M. Thomas	P	P	100.0%
Michael J. De Vittorio	P	P	100.0%
Henry Bergson	P	E	50.0%
David Klaus	P	P	100.0%
howard stern	P	P	100.0%
John A Marshall	P	E	50.0%
Herbert H Doerr	P	P	100.0%
Robert R Benkwitt III	P	P	100.0%
Paul J Goldfeder	P	P	100.0%
John Caparelli			0.0%
Joan C. Podolski		P	100.0%
Kelly Murphy		E	0.0%

Joe Bonanno		P	100.0%
Joseph Olenik		P	100.0%
Greg Santone		P	100.0%
William Roza		P	100.0%

Present:	18	19	92.5%
Absent:	1	0	2.5%
Excused:	1	1	5.0%

- \* P = Present
- \* A = Absent
- \* E = Excused
- \* C = Canceled



# COUNTY OF WESTCHESTER OATH OF OFFICE

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

I, Richard L. Lyman do solemnly swear (or affirm) that I will support  
(Print or Type Name)

the constitution of the United States, and the constitution of the State of New York, and that I will faithfully discharge the duties of the office of Fire Advisory Board in and for the  
(Print or Type Board Name)

County of Westchester, according to the best of my ability.

Date: 12/16/2024

(Signature

Sworn to and subscribed before me this 14<sup>th</sup> day of December 2024.

(Signature)

**(Print or Type Name)**

**(Title of Official Administering Oath)**


Mail **original** Oath of Office to Office to Andrew Ferris, Office of the County Executive, 148 Martine Ave., Room 916D, White Plains, NY 10601 for filing **within thirty (30) days** of the commencement of the term of office or the notice of appointment.

George Latimer  
County Executive

WHEREAS, the term of Chief Andrew J. Sandor, as a member of the Westchester County Fire Advisory Board, has expired:

NOW, THEREFORE, I, George Latimer, County Executive of Westchester County, in accordance with the terms and provisions of the Westchester County Charter, reappoint Chief Andrew J. Sandor, 12 Overlook Road, North Salem, New York, as a member of the Westchester County Fire Advisory Board, for the term January 1, 2025 to December 31, 2027.

Given under my hand  
and seal this 2<sup>nd</sup> day  
of December, 2024.



George Latimer  
County Executive

Office of the County Executive

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westchestergov.com

# Westchester County

George Latimer  
County Executive

December 2, 2024

Chief Andrew J. Sandor  
12 Overlook Road  
North Salem, NY 10560

Dear Chief Sandor,

It is my pleasure to reappoint you to serve as a member of the Westchester County Fire Advisory Board, effective, January 1, 2025. This appointment is for a term to expire on December 31, 2027.

Your reappointment is subject to confirmation by the Westchester County Board of Legislators, but your service begins immediately. You must complete the attached Oath of Office within 30 days, either by appearing at the County Clerk's office or mailing the signed and notarized form to our office.

When you have filed your Oath of Office, a Resolution to confirm your appointment will be submitted to the County Board of Legislators. As part of the confirmation process, you may be called before the Board to be interviewed.

Pursuant to Local Law, as a member of a Westchester County Board and/or Commission, you are responsible for adhering to the requirements of our Code of Ethics.

Warmest wishes for a successful tenure.

Very Truly Yours,



George Latimer  
Westchester County Executive

GL/ts

cc: Honorable Board of Legislators  
Joan McDonald, Director of Operations  
Richard Wishnie, Commissioner, Emergency Services

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Kelly Murphy	E		0.0%
Greg Santone	P		100.0%
Kate Hallex	A		0.0%
Joseph Olenik	P		100.0%
Andrew Sandor	P	P	100.0%
Peter Miley		P	50.0%
Richard Lyman	P	P	100.0%
Richard Wishnie	P	E	50.0%
Susan Spear	E	E	0.0%
Neil Caputo	P	P	100.0%
Christopher Duffelmeyer	P	P	100.0%
Lawrence Lee	P	P	100.0%
Robert Outhouse	P	P	100.0%
Christopher M. Thomas	P	P	100.0%
Michael J. De Vittorio	P	P	100.0%
Henry Bergson	P	E	50.0%
David Klaus	P	P	100.0%
Howard Stern	P	P	100.0%
John A Marshall	P	E	50.0%
Herbert H Doerr	P	P	100.0%
Robert R Benkwitt III	P	P	100.0%
Paul J Goldfeder	P	P	100.0%
John Caparelli			0.0%
Joan C. Podolski		P	100.0%
Kelly Murphy		E	0.0%



Joe Bonanno		P	100.0%
Joseph Olenik		P	100.0%
Greg Santone		P	100.0%
William Roza		P	100.0%

Present:	18	19	92.5%
Absent:	1	0	2.5%
Excused:	1	1	5.0%

- \* P = Present
- \* A = Absent
- \* E = Excused
- \* C = Canceled

ce Report - 2024



George Latimer  
County Executive

WHEREAS, the term of Cindy Kanusher, as a member of the Westchester County Domestic Violence Council, has expired:

NOW, THEREFORE, I, George Latimer, County Executive of Westchester County, in accordance with the terms and provisions of the Westchester County Charter, reappoint Cindy Kanusher, 1 Cedarlawn Road, Irvington, New York as a member of the Westchester County Domestic Violence Council, for the term January 1, 2025 to December 31, 2027.

Given under my hand  
and seal this 2<sup>nd</sup> day  
of December, 2024.



George Latimer  
County Executive

Office of the County Executive

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Telephone: (914)995-2900

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# Westchester County

George Latimer  
County Executive

December 2, 2024

Ms. Cindy Kanusher  
1 Cedarlawn Road  
Irvington, NY 10533

Dear Ms.  Kanusher,

It is my pleasure to reappoint you to serve as a member of the Westchester County Domestic Violence Council, effective, January 1, 2025. This appointment is for a term to expire on December 31, 2027.

Your reappointment is subject to confirmation by the Westchester County Board of Legislators, but your service begins immediately. You must complete the attached Oath of Office within 30 days, either by appearing at the County Clerk's office or mailing the signed and notarized form to our office.

When you have filed your Oath of Office, a Resolution to confirm your appointment will be submitted to the County Board of Legislators. As part of the confirmation process, you may be called before the Board to be interviewed.

Pursuant to Local Law, as a member of a Westchester County Board and/or Commission, you are responsible for adhering to the requirements of our Code of Ethics.

Warmest wishes for a successful tenure.

Very Truly Yours,



George Latimer  
Westchester County Executive

GL/ts

cc: Honorable Board of Legislators  
Joan McDonald, Director of Operations  
Robi Schlaff, Executive Director, Office for Women

Office of the County Executive

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# 2023

## Domestic Violence Council

MEMBERS	1.12	2.9	3.9	4.13	5.11	6.8	9.14	10.12	11.9	12.14
Benson, Doris	C	X	X	X	A	A	A	C	E	E
Bryan, Glenda	C	X		X	E	E	A	C	x	E
Capeci, Hon. Susan	C	X	X	X	X	E	A	C	E	E
Capuano, Bertina	C	X	X	X	X	X	X	C	x	X
Carter, Khalia	C	E	X	X	X	X	X	C	x	E
Castelli, Joe	C	E	X	E	E	E	A	C	E	E
Choksi, Komal	C	X	A	A	X	A	A	C	x	E
Gordon-Oliver, Hon. Arlene	C	E	E	E	E	E	A	C	E	A
Green, Fred	C	X	X	X	X	X	X	C	x	X
Haigh, Stephen	C	A	A	E	E	E	A	C	E	E
Henriquez, Aurelia	C	A	X	A	X	A	X	C	E	E
Horton, CarlLa	C	X	E	X	X	X	X	C	x	E
Kanusher, Cindy	C	X	E	X	X	X	A	C	E	X
Kettner, Susan	C	X	X	X	X	X	X	C	x	E
Lesser, Nicole	C	E	X	X	X	X	X	C	E	E
Menken, Hon. David	C	E	X	X	E	X	X	C	E	E

Portilla, Maria	C	A	E	X	E	X	X	C	x	x
Sandberg, Licia	C	E	X	X	E	X	A	C	x	x
Schlaff, Robi	C	X	X	X	X	X	X	C	x	x
Serrano, Ida	C	A	X	X	X	X	X	C	x	x
Moran (Sullivan), Marisa	C	A	A	X	E	E	A	C	E	E
Van Bomel, Catherine	C	A	X	X	X	X	X	C	x	A
Zuckerman, Hon. Dave	C	E	E	E	E	E	A	C	E	A

**Legend**

**X = attended**

**X\* = representative attended**

**A = absent**

**E = excused**

**C = meeting cancelled**

**R = resigned/term ended**

**-- = not part of DVC**







George Latimer  
County Executive

WHEREAS, the term of David Duarte, as a member of the Westchester County Hispanic Advisory Board, has expired:

NOW, THEREFORE, I, George Latimer, County Executive of Westchester County, in accordance with the terms and provisions of the Westchester County Charter, reappoint David Duarte, 60 West Broad Street, Apt. 3F, Mount Vernon, New York as a member of the Westchester County Hispanic Advisory Board, for the term January 1, 2025 to December 31, 2026.

Given under my hand  
and seal this 2<sup>nd</sup> day  
of December, 2024.



George Latimer  
County Executive

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

# Westchester County

George Latimer  
County Executive

PG. 160  
12/11/24  
TCL

December 2, 2024

Mr. David Duarte  
60 West Broad Street, Apt 3F  
Mount Vernon, NY 10552

Dear Mr. Duarte,

It is my pleasure to reappoint you to serve as a member of the Westchester County Hispanic Advisory Board, effective, January 1, 2025. This appointment is for a term to expire on December 31, 2026.

Your reappointment is subject to confirmation by the Westchester County Board of Legislators, but your service begins immediately. You must complete the attached Oath of Office within 30 days, either by appearing at the County Clerk's office or mailing the signed and notarized form to our office.

When you have filed your Oath of Office, a Resolution to confirm your appointment will be submitted to the County Board of Legislators. As part of the confirmation process, you may be called before the Board to be interviewed.

Pursuant to Local Law, as a member of a Westchester County Board and/or Commission, you are responsible for adhering to the requirements of our Code of Ethics.

Warmest wishes for a successful tenure.

Very Truly Yours,



George Latimer  
Westchester County Executive

GL/ts

cc: Honorable Board of Legislators  
Joan McDonald, Director of Operations

Office of the County Executive

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

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

[westchestercountyny.gov](http://westchestercountyny.gov)

## Hispanic Advisory Board Meeting

**PLEASE PRINT**


**DATE: 03 / 20 / 2024**

	PRINT FULL NAME	PHONE NUMBER	E-MAIL ADDRESS	TIME IN
1	Lizette Taylor	203-464-1860	Lizette0209@aol.com	6:00 PM
2	Gabriela Gonzalez	914 281 4462	Ggonzalez1599@Bniti.com	6:00 PM
3	Rebecca Tekula Dr.	917-687-7888	rtekula@pace.edu	6:00 PM
4	Fuelm Santiago	914-490-3676	latinateacher@aol.com	6:00 PM
5	Alex Acaro	914-426-5166	acaralex91@gmail.com	6:00 PM
6	Luis Muriz	914 557-2651	Vinkshet@gmail.com	6:00 PM
7	Andres Castillo	914-334-2288	acastilla@bedfordny.gov	6:00 PM
8	Carmen L. Martinez-Lopez	914 274 0683	dr.carmen.l.martinezlopez@gmail.com	5: PM
9	Sergio Serrato	914-304-5942	SERGIO.SERRATO@NYU.EDU	6:00
10	David Duarte	(914) 953-5983	duarte.d@outlook.com	6:30
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				



January 2, 2025

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

FROM: Richard G. Wishnie   
Acting County Executive

RE: Message Requesting Immediate Consideration: **IMA – Putnam  
Northern Westchester BOCES – Project STRIV.**

---

This will confirm my request that the Board of Legislators allow submission of the referenced communication to be submitted to the Board of Legislators January 6, 2025 Agenda.

Transmitted herewith for your review and approval is an Act which, if adopted by your Honorable Board, would authorize the County of Westchester ("County"), acting by and through its Department of Public Safety, to enter into an inter-municipal agreement ("IMA") with Putnam Northern Westchester BOCES.

Therefore, since this communication is of the utmost importance, it is respectfully submitted that the County Board of Legislators accepts this submission for January 6, 2025 "blue sheet" calendar.

Thank you for your prompt attention to this matter.

County Executive

January 2, 2025

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

Dear Honorable Members of the Board of Legislators:

Transmitted herewith for your review and approval is an Act which, if adopted by your Honorable Board, would authorize the County of Westchester ("County"), acting by and through its Department of Public Safety, to enter into an inter-municipal agreement ("IMA") with Putnam Northern Westchester BOCES ("BOCES"), pursuant to which BOCES will coordinate and present a portion of the Bureau of Justice Assistance's STOP School Violence Program by implementing Project Schools Transforming Real Interventions to Violence ("Project STRIV") at various public, private, parochial and charter schools throughout Westchester County, for a term commencing retroactively on October 1, 2024 and continuing through September 30, 2025.

Project STRIV, funded through a grant from the U.S. Department of Justice ("DOJ"), will expand and build upon existing school violence prevention initiatives and implement trainings to provide students, parents and school personnel with tools to recognize, respond quickly to, and prevent acts of violence. Training will be directed at the safety of the school communities to ensure the development of a positive school community climate and culture where students feel safe, accepted and respected regardless of their gender, race culture or sexual orientation.

Under the proposed IMA, BOCES will offer additional Comprehensive School Threat Assessment Guidelines ("CSTAG") and Digital Threat Assessment trainings. The focused trainings will offer coordinated strategies to increase the levels of security and safety within the school environment. The digital training will help attendees get a better understanding of the social media world and online activity and what tools and methods are available to identify online threat related behavior to prevent tragedy and intervene when worrisome behavior is observed.

In consideration for providing these services, the County will pay BOCES a total amount not-to-exceed Two Hundred Twelve Thousand (\$212,000.00) Dollars, payable in four (4) installments of \$53,000.00 each, in accordance with an approved payment schedule.

It should be noted that the definition of "municipal corporation" under New York General Municipal Law § 119-n includes "boards of cooperative education services". As such, the proposed agreement constitutes an IMA requiring your Honorable Board's approval.

Office of the County Executive

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

Telephone: (914)995-2900

westchestergov.com



The proposed IMA is exempt from the requirements of the Westchester County Procurement Policy pursuant to section 3(a)xviii thereof, which exempts any procurement for the creation and support of youth service projects. In addition, these services are funded with Federal grant monies and are, pursuant to Section 11 of the County Procurement Policy, subject to Federal procurement requirements. The Federal procurement regulations (2 CFR§ 200.320) require that contracts in amounts equal to or less than \$250,000, be procured competitively, unless such contracts are deemed to be "non-competitive" procurements. In accordance with 2 CFR§ 200.320(c)(4), the County's STOP DWI Office contacted the DOJ requesting that it authorize a non-competitive proposal in this case. The DOJ subsequently approved BOCES as one of the sub awardees under the grant.

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

Sincerely,



Richard G. Wishnie  
Acting County Executive

KWJ/TAR/PT/jpg/nn  
Attachment

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

Your Committee is in receipt of a communication from the County Executive recommending the adoption of an Act which, if approved by your Honorable Board, would authorize the County of Westchester (the “County”) to enter into an inter-municipal agreement (“IMA”) with Putnam Northern Westchester BOCES (“BOCES”), pursuant to which BOCES will coordinate a portion of the Bureau of Justice Assistance’s STOP School Violence Program by implementing Project Schools Transforming Real Interventions to Violence (“Project STRIV”) at various public, private, parochial and charter schools throughout Westchester County, for a term commencing retroactively on October 1, 2024 and continuing through September 30, 2025.

Your Committee is advised that Project STRIV, funded through a grant from the U.S. Department of Justice (“DOJ”), will expand and build upon existing school violence prevention initiatives and implement trainings to provide students, parents and school personnel with tools to recognize, respond quickly to, and prevent acts of violence. Training will be directed at the safety of the school communities to ensure the development of a positive school community climate and culture where students feel safe, accepted and respected regardless of their gender, race culture or sexual orientation.

Under the proposed IMA, BOCES will offer additional Comprehensive School Threat Assessment Guidelines (“CSTAG”) and Digital Threat Assessment trainings. The focused trainings will offer coordinated strategies to increase the levels of security and safety within the school environment. The digital training will help attendees get a better understanding of the social media world and online activity and what tools and methods are available to identify online threat related behavior to prevent tragedy and intervene when worrisome behavior is observed.

In consideration for providing these services, the County will pay BOCES a total amount not-to-exceed Two Hundred Twelve Thousand (\$212,000.00) Dollars, payable in four (4) installments of \$53,000 each, in accordance with an approved payment schedule.

Your Committee is advised that because the definition of “municipal corporation” under New York General Municipal Law § 119-n includes “boards of cooperative education services,” the proposed agreement constitutes an IMA requiring your Honorable Board’s approval.



Your Committee is further advised that the proposed IMA is exempt from the requirements of the Westchester County Procurement Policy pursuant to section 3(a)xviii thereof, which exempts any procurement for the creation and support of youth service projects. In addition, these services are funded with Federal grant monies and are, pursuant to Section 11 of the County Procurement Policy, subject to Federal procurement requirements. The Federal procurement regulations (2 CFR§ 200.320) require that contracts in amounts equal to or less than \$250,000, be procured competitively, unless such contracts are deemed to be “non-competitive” procurements. In accordance with 2 CFR§ 200.320(c)(4), the County’s STOP DWI Office contacted the DOJ requesting that it authorize a non-competitive proposal in this case. The DOJ subsequently approved BOCES as one of the sub awardees under the grant.

In addition, the proposed IMA 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 carefully considered this matter and has concluded that it is in the best interest of the County to adopt an Act to authorize the County to enter into this IMA. It should be noted that an affirmative vote of a majority of the members of your Honorable Board is required in order to adopt the attached Act. Accordingly, your Committee recommends approval of the annexed proposed Act.

Dated: \_\_\_\_\_, 2025  
White Plains, New York

**COMMITTEE ON**

s: JG/11-25-24

# FISCAL IMPACT STATEMENT

**SUBJECT: STOP-DWI Contract with PNW BOCES to help present and coordinate CSTAG (Comprehensive School Threat Assessment Guidelines) and Digital Threat Assessment trainings portion of the Project STRIV (Schools Transforming Real Interventions to Violence)**  
☒ **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:** Fund: 711; Dept. 71; Trust Account: T1016; Object: 9852  
(October 1, 2024-September 30, 2025)

**Potential Related Operating Budget Expenses:**      Annual Amount \$ 0

Describe: No impact to the Operating Budget

\_\_\_\_\_

\_\_\_\_\_

**Potential Related Revenues:**      Annual Amount \$ 0

Describe: No impact to the Operating Budget. Funding received from Department of Justice BJA (Bureau of Justice Assistance) STOP School Violence Prevention Program Grant. The total amount of the 3 year grant (10/1/2023-9/30/2026) is \$1,000,000 which will be accounted for in Department 71, Fund 711. This contract with PNW BOCES is for \$212,000 for 12 months (October 1, 2024-September 30, 2025)

\_\_\_\_\_

\_\_\_\_\_

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

**Current Year:** \$ 0

No impact to the Operating Budget

\_\_\_\_\_

**Next Four years:** \$0

\_\_\_\_\_

\_\_\_\_\_

**Prepared by:** Patricia McCarthy Tomassi

**Title:** Program Administrator

**Department:** Public Safety  
Office of Drug Abuse Prevention & STOP DWI

**Reviewed By:** 

**Budget Director** 12/9/24

If you need more space, please attach additional sheets.

**ACT NO. 2025 - \_\_\_\_\_**

**AN ACT** authorizing the County of Westchester to enter into an inter-municipal Agreement with Putnam Northern Westchester BOCES pursuant to which BOCES will coordinate and present a portion of the Bureau of Justice Assistance's STOP School Violence Program by implementing Project Schools Transforming Real Interventions to Violence

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

**Section 1.** The County of Westchester (the "County") is hereby authorized to enter into an inter-municipal agreement (the "IMA") with Putnam Northern Westchester BOCES ("BOCES"), in substantially the form attached hereto, pursuant to which BOCES will coordinate and present a portion of the Bureau of Justice Assistance's STOP School Violence Program, by implementing Project Schools Transforming Real Interventions to Violence ("Project STRIV") at various public, private, parochial and charter schools throughout Westchester County, for a term commencing retroactively on October 1, 2024 and continuing through September 30, 2025.

**§2.** In consideration for services rendered, the County shall pay BOCES a total amount not-to-exceed Two Hundred Twelve Thousand (\$212,000.00) Dollars, payable in four (4) installments of \$53,000.00 each, in accordance with an approved payment schedule.

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

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

**THIS AGREEMENT**, made this       day of       , 2025 by and between

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

and

**PNW BOCES (Putnam Northern Westchester Boards of Cooperative Educational Services)**, a public organization that provides shared educational programs and services to school districts, having an office and principal place of business at 200 Boces Dr, Yorktown Heights, NY 10598 (hereinafter referred to as the “Agency” or “Contractor”)

**WHEREAS**, the County desires to obtain professional services in connection with coordinating the Bureau of Justice Assistance’s STOP School Violence Program by implementing Project Schools Transforming Real Interventions (“Project STRIV”) that will help improve school safety by providing students, parents and school personnel with tools to recognize, respond quickly, and prevent acts of violence and to help ensure a positive school climate; and

**WHEREAS**, the Agency helps to create, present and implement curriculum-based school violence prevention and early intervention programming, and training in schools, throughout Westchester County; and

**WHEREAS**, the County desires to retain the Agency to present and coordinate the CSTAG (Comprehensive School Threat Assessment Guidelines) and Digital Threat Assessment trainings portion of the Project STRIV program; and

**WHEREAS**, the Agency desires to provide such services for the compensation and on the terms herein provided.

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

**FIRST:** The Agency shall coordinate and present the threat assessment trainings portion of the Project STRIV program, as more particularly described in the Agency’s Scope of Services which is attached hereto and made a part hereof as Schedule “A” (hereinafter the “Services”).

**SECOND:** For the Services rendered pursuant to Paragraph “FIRST,” the Agency shall be paid an amount not to exceed TWO HUNDRED TWELVE THOUSAND DOLLARS (\$212,000.00), payable in accordance with the attached Budget and payment schedule set forth in Schedule “B.”

Payment under this Agreement shall be made after submission by the Agency of an invoice, which shall be uniquely numbered and paid only after approval of the invoice by the Westchester County Commissioner of Public Safety or his duly authorized designee (the “Commissioner”). In no event shall *final* payment be made to the Agency prior to completion of all Services, the submission of reports and the approval of same by the Commissioner.

No payment shall be made by the County to the Agency for out of pocket expenses or disbursements made in connection with the services rendered or the work to be performed hereunder.

The Agency shall, at no additional charge, furnish all labor, services, materials, tools, equipment and other appliances necessary to complete the Services, unless specific additional charges are expressly permitted under this Agreement. It is recognized and understood that even if specific additional charges are expressly permitted under this Agreement, in no event shall total payment to the Contractor exceed the not-to-exceed amount set forth above.

Prior to the making of any payments hereunder, the County may, at its option, audit such books and records of the Agency as are reasonably pertinent to this Agreement to substantiate the basis for payment. The County will not withhold payment pursuant to this paragraph for more than thirty (30) days after payment would otherwise be due pursuant to the provisions of this paragraph “SECOND,” but the County shall not be restricted from withholding payment for cause found in the course of such audit or because of failure of the Agency to cooperate with such audit. The County shall, in addition, have the right to audit such books and records subsequent to payment.

**THIRD:** All Services rendered and work performed by the Agency shall be under the direction and subject to the complete approval of the Commissioner.

The Services to be performed pursuant to the terms of this Agreement shall commence promptly on October 1, 2024 and shall be completed no later than September 30, 2025, except as may be terminated sooner as hereinafter provided, or as may be extended by the Commissioner in writing, subject to all necessary legal approvals.



**FOURTH:** The Agency shall issue progress reports to the County as the Commissioner may direct and shall immediately inform the Commissioner in writing of any cause for delay in the performance of its obligations under this Agreement. The Commissioner shall receive a copy of all such progress reports and shall use said reports in determining the progress of this contract and in such evaluation in deciding to award future contracts. In addition, the County shall have the right to periodically monitor and record the Agency's performance during the term of the contract.

**FIFTH:** The parties recognize and acknowledge that the obligations of the County under this Agreement are subject to the County's receipt of funding from the U.S. Department of Justice. The Agency agrees that the County shall not be liable for any of the payments hereunder unless and until the County Commissioner of Finance has received said funds.

If, for any reason, the full amount of said funds is not paid over or made available to the County by the U.S. Department of Justice, the County may terminate this Agreement immediately or reduce the amount payable to the Agency, in the discretion of the County. The County shall give prompt notice of any such termination or reduction to the Agency. If the County subsequently offers to pay a reduced amount to the Agency, then the Agency shall have the right to terminate this Agreement upon reasonable prior written notice.

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

Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein. If the County subsequently offers to pay a reduced amount to the Agency, then the Agency shall have the right to terminate this Agreement upon reasonable prior written notice.

Notwithstanding anything herein to the contrary, the parties hereto agree that should funding levels change or services not be performed by the Agency hereunder, the County's payment obligation will cease and any unexpended money owed the County shall be repaid by the Agency within thirty (30) days of notification by the County.

**SIXTH:** (a) The County, upon ten (10) days notice to the Agency, may terminate this Agreement in whole or in part when the County deems it to be in its best interest. In such event, the Agency shall be compensated and the County shall be liable only for payment for Services already rendered under this Agreement prior to the effective date of termination in accordance with the payment schedule specified in Schedule "B," which payments shall be prorated to the actual date of termination. Upon receipt of notice that the County is terminating this Agreement in its best interests, the Agency shall stop work immediately and incur no further costs in furtherance of this Agreement without the express approval of the Commissioner, and the Agency shall direct any approved subcontractors to do the same.

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

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

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

Notwithstanding the foregoing, all deliverables created under this Agreement by the Contractor are to be considered "works made for hire." If any of the deliverables do not qualify as "works made for hire," the Contractor hereby assigns to the County all right, title and interest (including ownership of copyright) in such deliverables and such assignment allows the County to obtain in its name copyrights, registrations and similar protections which may be available. The Contractor agrees to assist the County, if required, in perfecting these rights. The Contractor shall provide the County with at least one copy of each deliverable.

The Contractor agrees to defend, indemnify and hold harmless the County for all damages, liabilities, losses and expenses arising out of any claim that a deliverable infringes upon an intellectual property right of a third party. If such a claim is made, or appears likely to be made, the Contractor agrees to enable the County's continued use of the deliverable, or to modify or replace it. If the County determines that none of these alternatives is reasonably available, the deliverable may be returned.

**EIGHTH:** Any purported delegation of duties or assignment of rights under this Agreement without the prior express written consent of the County is void. The Agency shall not subcontract any part of the Services without the prior written consent of the County. All such subcontracts that have received said prior written approval shall provide that subcontractors are subject to all terms and conditions set forth in the contract documents. All Services performed by a County-approved subcontractor shall be deemed Services performed by the Agency.

**NINTH:** The Agency represents and warrants that it has not employed or retained any person, other than a bona fide full-time salaried employee working solely for the Agency to solicit or secure this agreement, and that it has not paid or agreed to pay any person (other than payments of fixed salary to a bona fide full-time salaried employee working solely for the Agency) any fee,



commission, percentage, gift or other consideration, contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, without limiting any other rights or remedies to which the County may be entitled or any civil or criminal penalty to which any violator may be liable, the County shall have the right, in its discretion, to terminate this agreement without liability, and to deduct from the contract price, or otherwise to recover, the full amount of such fee, commission percentage, gift or consideration.

**TENTH:** The Agency shall comply, at its own expense, with the provisions of all applicable federal, state and municipal laws, statutes and requirements and with all state and federal laws applicable to the Agency as an employer of labor or otherwise. The Agency shall further comply with all rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subcontractors and others employed to render the services hereunder.

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

**TWELFTH:** In addition to, and not in limitation of the insurance requirements contained in Schedule "C" entitled "Standard Insurance Provisions," attached hereto and made a part hereof, the Agency agrees:

(a.) that except for the amount, if any, of damage contributed to, caused by or resulting from the sole negligence of the County, the Agency 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 performance or failure to perform hereunder by the Agency or third parties under the direction or control of the Agency; and

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

(c.) in the event the Agency 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 Agency 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.

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

To the County:

Director,  
Office of Drug Abuse Prevention & STOP-DWI Program  
112 E. Post Road – 3<sup>rd</sup> Floor  
White Plains, New York 10601

With a copy to:

Commissioner-Sheriff  
Department of Public Safety  
Saw Mill River Parkway  
Hawthorne, New York 10532

And to:

Westchester County Attorney  
Westchester County  
148 Martine Avenue, Rm 600  
White Plains, New York 10605

To the Agency:

PNW BOCES  
200 Boces Drive  
Yorktown Heights, New York 10598

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

**FIFTEENTH:** In the event of a conflict between the terms of this Agreement and the provisions of any schedule attached hereto, the terms of this Agreement shall control with respect to any interpretation of the meaning and intent of the parties.

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

**SEVENTEENTH:** Attached hereto and forming parts hereof are the schedules listed below. Simultaneous with its execution of this Agreement, the Contractor shall provide the County with a completed copy of each schedule. The Contractor agrees that the terms of each of these schedules has been accepted and agreed-to by the Contractor by virtue of its execution of this Agreement, and the Contractor represents and warrants that it has completed each of these schedules accurately and completely.

- 1.) Schedule “D” — “Business Enterprises Owned and Controlled by Women or Persons of Color”

Pursuant to Section 308.01 of the Laws of Westchester County, it is the goal of the County to use its best efforts to encourage, promote and increase the participation of business enterprises owned and controlled by women or persons of color in contracts and projects funded by all departments of the County.

- 2.) Schedule “E” — “Required Disclosure of Relationships to County”

In the event that any information provided in Schedule “E” must be changed during the term of this Agreement, the Contractor agrees to notify the County in writing within ten (10) business days and provide an updated version of the schedule. The Contractor shall also have each approved subcontractor complete a separate Schedule “E” and shall advise the subcontractor of the duty to report any changes to the information contained therein to the Contractor within ten (10) business days of such event and such information shall be forwarded by the Contractor to the County in the manner described above.

3.) Schedule "F" — "Criminal Background Disclosure"

This schedule is required pursuant to Executive Order No. 1-2008.

4.) Schedule "G" — "Certification Regarding Business Dealings with Northern Ireland"

Pursuant to Section 310.01 of the Laws of Westchester County, no County procuring officer may award or recommend for award any contract not subject to competitive bidding to a party that does not execute a certification in substantially the form contained in Schedule "G".

5.) Schedule "H" — "Questionnaire Regarding Business Enterprises Owned and Controlled by Service-Disabled Veterans"

The County believes it is a laudable goal to provide business opportunities to veterans who were disabled while serving our country, and wants to encourage the participation in County contracts of certified business enterprises owned and controlled by service-disabled veterans. This schedule is required as part of the County's program to encourage the participation of such business enterprises in County contracts, and in furtherance of Article 3 of the New York State Veterans' Service Law.

6.) Schedule "I" — "Vendor Direct Program - Electronic Funds Transfer"

All payments made by the County to the Contractor will be made by electronic funds transfer ("EFT") pursuant to the County's Vendor Direct Program. If the Contractor is not already enrolled in the Vendor Direct Program, the Contractor shall fill out and submit an EFT Authorization Form as part of this Agreement. (In rare cases, a hardship waiver may be granted. For a Hardship Waiver Request Form, the Contractor understands that it must contact the County's Finance Department.)

If the Contractor is already enrolled in the Vendor Direct Program, the Contractor hereby agrees to immediately notify the County's Finance Department in writing if the EFT Authorization Form on file must be changed, and provide an updated version of the document.

**EIGHTEENTH:** The Contractor agrees to complete and comply with all attached the schedules to this Agreement, including without limitation the following which are attached hereto and made a part hereof: "Certification Regarding Lobbying" (Schedule "J"); the "Certification Regarding Drug Free Workplace Requirements" (Schedule "K"); and "Certification Regarding Debarment and Suspension" (Schedule "L").

**NINETEENTH:** The Contractor hereby represents that, if operating under an assumed name, it has filed the necessary certificate pursuant to New York State General Business Law Section 130.

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

**THE COUNTY OF WESTCHESTER**

By \_\_\_\_\_  
Terrance Raynor  
Commissioner-Sheriff,  
Department of Public Safety

**PNW BOCES (Putnam Northern Westchester  
Boards of Cooperative Educational Services)**

By \_\_\_\_\_  
Name:  
Title:

Approved by the Westchester County Board of Legislators by Act No. 2025 - \_\_\_\_\_ at a meeting duly held on the \_\_\_\_ day of \_\_\_\_\_, 2025.

Approved:

\_\_\_\_\_  
Sr. Assistant County Attorney  
The County of Westchester  
k/jpg/DPS/Project STRIV/Project STRIV-BOCES Contract (FINAL CLEAN) 11-25-24

**ACKNOWLEDGMENT**

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

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

Date: \_\_\_\_\_  
\_\_\_\_\_  
Notary Public

**CERTIFICATE OF AUTHORITY**  
**(CORPORATION)**

I, \_\_\_\_\_,  
(Officer other than officer signing contract)  
certify that I am the \_\_\_\_\_ of  
(Title)  
the \_\_\_\_\_  
(Name of Corporation)  
a corporation duly organized and in good standing under the \_\_\_\_\_  
(Law under which organized, e.g., the New York Business Corporation Law) named in the  
foregoing agreement; that  
\_\_\_\_\_  
(Person executing agreement)  
who signed said agreement on behalf of the \_\_\_\_\_  
(Name of Corporation)  
was, at the time of execution \_\_\_\_\_  
(Title of such person)  
of the Corporation and that said agreement was duly signed for and on behalf of said Corporation  
by authority of its Board of Directors, thereunto duly authorized and that such authority is in full  
force and effect at the date hereof.

\_\_\_\_\_  
(Signature)

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

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2025 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 officer 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 an  
officer of said corporation; that he/she is duly authorized to execute said certificate on behalf of  
said corporation, and that he/she signed his/her name thereto pursuant to such authority.

\_\_\_\_\_  
Notary Public  
Date



## **PUTNAM NORTHERN WESTCHESTER (PNW) BOCES**

### **PROJECT STRIV**

(Schools Transforming Real Intervention to Violence)

#### **SCHEDULE A**

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Schools Transforming Real Intervention to Violence (aka Project STRIV) will expand and build upon existing school violence prevention initiatives and implement trainings to provide students, parents and school personnel with tools to recognize, respond quickly to, and prevent acts of violence. Training will be directed at the safety of the school communities to ensure the development of a positive school community climate and culture where students feel safe, accepted and respected regardless of their gender, race culture or sexual orientation.

**PNW BOCES** (Boards of Cooperative Educational Services) will offer additional CSTAG (Comprehensive School Threat Assessment Guidelines) and Digital Threat Assessment trainings. The focused trainings will offer coordinated strategies to increase the levels of security and safety within the school environment. The digital training will help attendees get a better understanding of the social media world and online activity and what tools and methods are available to identify online threat related behavior to prevent tragedy and intervene when worrisome behavior is observed.

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**A. Continue with CSTAG (Comprehensive School Threat Assessment Guidelines) trainings and implement Digital Threat Assessment Training**

- Schedule and facilitate up to 5 trainings
- Provide additional focused school violence prevention trainings for school personnel – administration and support staff, law enforcement personnel and parents

**B. Work with the County RTC (Real Time Crime) Center to create a dedicated School Desk**

**C. Technical Assistance and Reporting**

- i. Collect baseline data for school violence
- ii. Create and analyze evaluation forms for the terms of the Program
- iii. Assist the County and Technical Assistance Coordinator and Evaluator in preparing all reports for the federal agency, Department of Justice, Bureau of Justice Assistance pertaining to the project, including the quarterly progress reports
- iv. Ensure that all required data are collected, tracked and submitted for reporting purposes on a timely basis

**D. Work with the Project Coordinator and Evaluator**

- i. Work with Student Assistance Services' Coordinator to ensure the CSTAG, Digital Threat Assessment and School Prevention Program trainings are coordinated and work in conjunction with each other to meet the standards and goals of the BJA Grant



## **SCHEDULE B**

### *PROGRAM BUDGET, 2024-2025*

The payment made to Putnam Northern Westchester BOCES for the Department of Public Safety through the Westchester County Alcohol and Drug Free Community's Department of Justice BJA STOP School Violence Program "Project Schools Transforming Real Interventions (STRIV) Program" Contract shall not exceed \$212,000.00 for the period October 1, 2024 through September 30, 2025.

Payments shall be made on Westchester County payment vouchers with a detailed invoice to the Office of Drug Abuse Prevention & STOP-DWI, 112 E. Post Road, White Plains, New York 10601.

Payments for services rendered hereunder shall be made according to the following schedule/and it is herein agreed by all parties that should funding levels change or that services are not performed payment will cease and any money owed the Office of Drug Abuse Prevention & STOP-DWI will be repaid within thirty (30) days of notification to the Office of Drug Abuse Prevention & STOP-DWI.

Payment not to exceed the following amounts upon execution and approval of this agreement.

January 2, 2025	<b><i>\$53,000</i></b>
April 1, 2025	<b><i>\$53,000</i></b>
July 1, 2025	<b><i>\$53,000</i></b>
September 30, 2025	<b><i>\$53,000</i></b>

## **SCHEDULE "C"**

### **STANDARD INSURANCE PROVISIONS** **(Contractor)**

1. Prior to commencing work, and throughout the term of the Agreement, the Contractor 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. Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Contractor 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 Contractor'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 Contractor until such time as the Contractor shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Contractor 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 Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

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

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

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

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

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

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

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

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

3. All policies of the Contractor 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 Contractor.

DRAFT



## **SCHEDULE "D"**

### **QUESTIONNAIRE REGARDING BUSINESS ENTERPRISES OWNED AND CONTROLLED BY WOMEN OR PERSONS OF COLOR**

As part of the County's program to encourage the meaningful and significant participation of business enterprises owned and controlled by persons of color or women in County contracts, and in furtherance of Section 308.01 of the Laws of Westchester County, completion of this form is required.

A "business enterprise owned and controlled by women or persons of color" means a business enterprise, including a sole proprietorship, limited liability partnership, partnership, limited liability company, or corporation, that either:

- 1.) meets the following requirements:
  - a. is at least 51% owned by one or more persons of color or women;
  - b. is an enterprise in which such ownership by persons of color or women is real, substantial and continuing;
  - c. is an enterprise in which such ownership interest by persons of color or women has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; and
  - d. is an enterprise authorized to do business in this state which is independently owned and operated.
- 2.) is a business enterprise certified as a minority business enterprise ("MBE") or women business enterprise ("WBE") pursuant to Article 15-a of the New York State Executive Law and the implementing regulations, 9 New York Code of Rules and Regulations subtitle N Part 540 et seq., **OR**
- 3.) is a business enterprise certified as a small disadvantaged business concern pursuant to the Small Business Act, 15 U.S.C. 631 et seq., and the relevant provisions of the Code of Federal Regulations as amended.

Please note that the term "persons of color", as used in this form, means a United States citizen or permanent resident alien who is and can demonstrate membership of one of the following groups:

- (a) Black persons having origins in any of the Black African racial groups;
- (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race;
- (c) Native American or Alaskan native persons having origins in any of the original peoples of North America; or
- (d) Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands.

1. Are you a business enterprise owned and controlled by women or persons of color in accordance with the standards listed above?

\_\_\_\_\_ No  
\_\_\_\_\_ Yes

**Please note: If you answered "yes" based upon certification by New York State and/or the Federal government, official documentation of the certification must be attached.**

2. If you answered "Yes" above, please check off below whether your business enterprise is owned and controlled by women, persons of color, or both.

\_\_\_\_\_ Women

\_\_\_\_\_ Persons of Color (*please check off below all that apply*)

\_\_\_\_\_ Black persons having origins in any of the Black African racial groups

\_\_\_\_\_ Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban,  
Central or South American descent of either Indian or Hispanic origin  
regardless of race

\_\_\_\_\_ Native American or Alaskan native persons having origins in any of the  
original peoples of North America

\_\_\_\_\_ Asian or Pacific Islander persons having origins in any of the Far East  
countries, South East Asia, the Indian sub-continent or the Pacific  
Islands

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[NO FURTHER TEXT ON THIS PAGE]

**SCHEDULE "E"**

**REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY**

- 1.) Are any of the employees that the Contractor will use to carry out this contract also a County officer or employee, or the spouse, child, or dependent of a County officer or employee?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please provide details (attach extra pages, if necessary): \_\_\_\_\_  
\_\_\_\_\_

- 2.) Are any of the owners of the Contractor or their spouses a County officer or employee?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please provide details (attach extra pages, if necessary): \_\_\_\_\_  
\_\_\_\_\_

- 3.) Do any County officers or employees have an **interest**<sup>1</sup> in the Contractor or in any approved subcontractor that will be used for this contract?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please provide details (attach extra pages, if necessary): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[NO FURTHER TEXT ON THIS PAGE]

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<sup>1</sup> "Interest" means a direct or indirect pecuniary or material benefit accruing to a County officer or employee, his/her spouse, child or dependent, whether as the result of a contract with the County or otherwise. For the purpose of this form, a County officer or employee shall be deemed to have an "interest" in the contract of:

- 1.) His/her spouse, children and dependents, except a contract of employment with the County;
- 2.) A firm, partnership or association of which such officer or employee is a member or employee;
- 3.) A corporation of which such officer or employee is an officer, director or employee; and
- 4.) A corporation of which more than five (5) percent of the outstanding capital stock is owned by any of the aforesaid parties.

## **SCHEDULE "F"**

### **CRIMINAL BACKGROUND DISCLOSURE**

#### **INSTRUCTIONS**

Pursuant to Executive Order 1-2008, the County is required to maintain a record of criminal background disclosure from all persons providing work or services in connection with any County contract, including leases of County-owned real property and licenses:

- a.) If any of the persons providing work or services to the County in relation to a County contract are not subject to constant monitoring by County staff while performing tasks and/or while such persons are present on County property pursuant to the County contract; and
- b.) If any of the persons providing work or services to the County in relation to a County contract may, in the course of providing those services, have access to sensitive data (for example SSNs and other personal/secure data); facilities (secure facilities and/or communication equipment); and/or vulnerable populations (for example, children, seniors, and the infirm).

In those situations, the persons who must provide a criminal background disclosure ("Persons Subject to Disclosure") include the following:

- a.) Consultants, Contractors, Licensees, Lessees of County-owned real property, their principals, agents, employees, volunteers or any other person acting on behalf of said Contractor, Consultant, Licensee, or Lessee who is at least sixteen (16) years old, including but not limited to Subconsultants, Subcontractors, Sublessees, or Sublicensees who are providing services to the County, and
- b.) Any family member or other person, who is at least sixteen (16) years old, residing in the household of a County employee who lives in housing provided by the County located on County property.

Under Executive Order 1-2008, it is the duty of every County Consultant, Contractor, Licensee, or Lessee to inquire of each and every Person Subject to Disclosure and disclose whether they have been convicted of a crime or whether they are subject to pending criminal charges, and to submit this form with that information.<sup>1</sup> Accordingly, the attached Criminal Background Disclosure Form and Certification must be completed and agreed-to as part of this Agreement.

Please note that under no circumstances shall the existence of a language barrier serve as a basis for the waiver of or an exception from the disclosure requirements of Executive Order 1-2008. If translation services are required by the Consultant, Contractor, Licensee, or Lessee to fulfill this obligation, it shall be at the sole cost and expense of the Consultant, Contractor, Licensee, or Lessee.

Please also note that the conviction of a crime(s) and/or being subject to a pending criminal charge(s) will not automatically result in a denial of a person's right to work on a County contract, right to be on County property, or license, but may, if the County determines that the prior conviction(s) or

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<sup>1</sup> For these disclosures, a "crime" or "pending criminal charge" includes all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State.



pending criminal charge(s) create an unacceptable risk. However, if a person fails to list or falsifies any part of his/her conviction history or any pending criminal charge(s) for any reason, he/she may be prohibited from working or being on County property without any risk assessment. If it is later determined that a Person Subject to Disclosure failed to disclose a criminal conviction or pending criminal charge for any reason, his/her right to work on a County contract, be on County property, or license may be terminated at any time.

Please further note that, pursuant to Executive Order 1-2008, and subject to the applicable provisions of New York Correction Law §§ 752 and 753, the County has the right to bar a Person Subject to Disclosure from providing work or services to the County or from being on County property if any such person has:

- a.) A conviction of a crime(s);
- b.) A pending criminal proceeding for a crime(s); or
- c.) Refused to answer questions concerning his/her criminal background

Please finally note that any failure by a County Consultant, Contractor, Licensee, or Lessee to comply with the disclosure requirements of Executive Order 1-2008 may be considered by the County to be a material breach and shall be grounds for immediate termination by the County of the related County contract.

### **Exemptions**

Executive Order 1-2008 exempts from the aforementioned disclosure requirements Persons Subject to Disclosure:

- a.) for whom the County has already conducted a background check and issued a security clearance that is in full force and effect; and
- b.) for whom another state or federal agency having appropriate jurisdiction has conducted a security and/or background clearance or has implemented other protocols or criteria for this purpose that apply to the subject matter of a County contract that is in full force and effect.

If you are claiming an exemption for one or more Persons Subject to Disclosure, you must notify the Procuring Officer<sup>2</sup>. The Procuring Officer will then determine whether the Person(s) Subject to Disclosure are actually exempt, and provide written notification of his/her determination. If the Procuring Officer determines that a Person Subject to Disclosure is not exempt, the Procuring Officer will notify you of that determination, and you will have to include disclosures for that person on your Criminal Background Disclosure Form and Certification.

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<sup>2</sup> Procuring Officer" shall mean the head of the department or the individual or individuals authorized by the head(s) of the department(s) undertaking the procurement and with respect to those matters delegated to the Bureau of Purchase and Supply pursuant to Section 161.11(1)(a) of the Laws of Westchester County, the Purchasing Agent.

**Subconsultants, Subcontractors, Sublessees, or Sublicensees**

Under Executive Order 1-2008, it is your duty to ensure that any and all approved subconsultants, subcontractors, sublessees, or sublicensees complete and submit the attached Criminal Background Disclosure Form and Certification for all of their respective Persons Subject to Disclosure. This must be done before such a subconsultant, subcontractor, sublessees, or sublicensees can be approved to perform work on a contract.

**New Persons Subject to Disclosure**

Under Executive Order 1-2008, you have a **CONTINUING OBLIGATION** to maintain the accuracy of the Criminal Background Disclosure Form and Certification (and any accompanying documentation) for the duration of this contract, including any amendments or extensions thereto. Accordingly, it is your duty to complete and submit an updated Criminal Background Disclosure Form and Certification whenever there is a new Person Subject to Disclosure for this contract. **NO NEW PERSON SUBJECT TO DISCLOSURE SHALL PERFORM WORK OR SERVICES OR ENTER ONTO COUNTY PREMISES UNTIL THE UPDATED CRIMINAL BACKGROUND DISCLOSURE FORM AND CERTIFICATION IS FILED WITH THE PROCURING OFFICER.** You shall also provide the County with any other updates that may be necessary to comply with the disclosures required by Executive Order 1-2008.

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*PLEASE CONTINUE TO THE*

***Criminal Background Disclosure Form and Certification***

*BEGINNING ON THE NEXT PAGE*

## **CRIMINAL BACKGROUND DISCLOSURE**

### **FORM AND CERTIFICATION**

If this form is being completed by a subconsultant, subcontractor, sublessee, or sublicensee, please consider all references in this form to "consultant, contractor, lessee, or licensee" to mean "subconsultant, subcontractor, sublessee, or sublicensee" and check here: \_\_\_\_\_

By executing this Agreement, I, as the signatory for the Contractor, certify that I am a principal or a representative of the Consultant, Contractor, Lessee, or Licensee and I am authorized to agree to and provide this completed Criminal Background Disclosure Form and Certification. I certify that each Person Subject to Disclosure has been asked the following questions:

- **Have you or your company ever been convicted of a crime (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State) including, but not limited to, conviction for commission of fraud, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property?**
- **Are you or your company subject to any pending criminal charges (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State)?**

I certify that the names and titles of Persons Subject to Disclosure who refused to answer either of the questions above are as follows:

If none, check this box: ☐

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

(If more space is needed, please attach separate pages labeled "REFUSED to Answer - Continued.")

I certify that the names and titles of Persons Subject to Disclosure who answered "Yes" to either of the questions above are as follows:

If none, check this box: ☐

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

(If more space is needed, please attach separate pages labeled "YES Answers - Continued")

Each Person Subject to Disclosure listed above who has either **been convicted of a crime(s)** and/or **is subject to a pending criminal charge(s)** must answer additional questions. Those questions are

below.

**A Person Subject to Disclosure who has been convicted of a crime(s) must respond to the following (please attach separate pages with responses for each person, with their name and title):**

- 1.) Describe the reason for being on County property if applicable, identify the specific duties and responsibilities on this project which you intend to perform for the County, including but not limited to, access to sensitive data and facilities and access to vulnerable populations.
- 2.) Please list all criminal convictions along with a brief description of the crime(s) (including all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State).
- 3.) Please provide the date and place of each conviction.
- 4.) Please provide your age at the time of each crime for which you were convicted.
- 5.) Please provide the legal disposition of each case.
- 6.) Please provide any information either produced by yourself or someone on your behalf in regards to your rehabilitation and good conduct.

**A Person Subject to Disclosure who is subject to a pending criminal charge(s) must respond to the following (please attach separate pages with responses for each person, with their name and title):**

- 1.) Describe the reason for being on County property and if applicable, identify the specific duties and responsibilities on this project which you intend to perform for the County, including but not limited to, access to sensitive data and facilities and access to vulnerable populations.
- 2.) Please identify all pending criminal charges (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State).
- 3.) Please briefly describe the nature of the pending charges and the date upon which it is alleged that a crime was committed.

I hereby certify that all of the information provided herein (and in any and all attachments) is true and accurate and that all disclosures required by Executive Order 1-2008 and this Criminal Background Disclosure Form and Certification have been completed. By executing this Agreement, I hereby affirm that all of the facts, statements and answers contained herein (and in any and all attachments) are true and correct. I understand that providing false or incomplete information or withholding by omission or intention pertinent information will be cause for refusing further consideration of my being utilized under this contract.

**It is understood and agreed that no Person Subject to Disclosure shall perform work or services or enter onto County property until this required Criminal Background Disclosure Form and Certification is filed with the Procuring Officer.**

**It is understood and agreed that to the extent that new Persons Subject to Disclosure are proposed to perform work or provide services under this contract after filing of this Criminal Background Disclosure Form and Certification with the Procuring Officer, such new Persons Subject to Disclosure shall not perform work or provide services or enter into County property until an updated Criminal Background Disclosure Form and Certification has been filed with the Procuring Officer.**

**It is further understood and agreed that the consultant, contractor, lessee, or licensee has a continuing obligation to maintain the accuracy of the Criminal Background Disclosure Form and Certification for the duration of this contract, including any amendments or extensions thereto, and shall provide any updates to the information to the County as necessary to comply with the requirements of Executive Order 1-2008.**

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[NO FURTHER TEXT ON THIS PAGE]

## **SCHEDULE "G"**

### **CERTIFICATION REGARDING BUSINESS DEALINGS WITH NORTHERN IRELAND**

A. The Contractor and any individual or legal entity in which the Contractor holds a ten percent (10%) or greater ownership interest and any individual or legal entity that holds a ten percent (10%) or greater ownership interest in the Contractor (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles.

B. For purposes of this Certification, "MacBride Principles" shall mean those principles relating to nondiscrimination in employment and freedom of workplace opportunity which require employers doing business in Northern Ireland to:

- (1) increase the representation of individuals from underrepresented religious groups in the work force, including managerial, supervisory, administrative, clerical and technical jobs;
- (2) take steps to promote adequate security for the protection of employees from underrepresented religious groups both at the workplace and while traveling to and from work;
- (3) ban provocative religious or political emblems from the workplace;
- (4) publicly advertise all job openings and make special recruitment efforts to attract applicants from underrepresented religious groups;
- (5) establish layoff, recall and termination procedures which do not in practice favor a particular religious group;
- (6) abolish all job reservations, apprenticeship restrictions and differential employment criteria which discriminate on the basis of religion;
- (7) develop training programs that will prepare substantial numbers of current employees from underrepresented religious groups for skilled jobs, including the expansion of existing programs and the creation of new programs to train, upgrade and improve the skills of workers from underrepresented religious groups;
- (8) establish procedures to assess, identify and actively recruit employees from underrepresented religious groups with potential for further advancement; and
- (9) appoint a senior management staff member to oversee affirmative action efforts and develop a timetable to ensure their full implementation.

C. For purposes of this Certification, "Northern Ireland" shall be understood to be the six counties partitioned from the Irish Province of Ulster, and administered from London and/or from Stormont.

D. The Contractor agrees that the warranties and representation in paragraph "A" are material conditions of this Agreement. If the County receives information that the Contractor is in violation of paragraph "A", the County shall review such information and give the Contractor opportunity to respond. If the County finds that such a violation has occurred, the County may declare the Contractor in default, and/or terminate this Agreement. In the event of any such termination, the County may procure the supplies, services or work from another source in accordance with applicable law. The Contractor shall pay to the County the difference between the contract price for the uncompleted portion of this Agreement and the cost to the County of completing performance of this Agreement either by itself or by engaging another contractor. If this



is a contract other than a construction contract, the Contractor shall be liable for the difference in price if the cost of procurement from another source is greater than what the County would have paid the Contractor plus any reasonable costs the County incurs in any new procurement and if this is a construction contract, the County shall also have the right to hold the Contractor in partial or total default in accordance with the default provisions of this Agreement. In addition, the Contractor may be declared not to be a responsible bidder or proposer for up to three (3) years, following written notice to the Contractor, giving the Contractor the opportunity for a hearing at which the Contractor may be represented by counsel. The rights and remedies of the County hereunder shall be in addition to, and not in lieu of, any rights and remedies the County has pursuant to this Agreement or by operation of law or in equity.

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[NO FURTHER TEXT ON THIS PAGE]

## **SCHEDULE "H"**

### **For Informational Purposes Only**

#### **QUESTIONNAIRE REGARDING BUSINESS ENTERPRISES OWNED AND CONTROLLED BY SERVICE-DISABLED VETERANS**

The County believes it is a laudable goal to provide business opportunities to veterans who were disabled while serving our country, and wants to encourage the participation in County contracts of certified business enterprises owned and controlled by service-disabled veterans. As part of the County's program to encourage the participation of such business enterprises in County contracts, and in furtherance of Article 17-B of the New York State Executive Law, we request that you answer the questions listed below.

The term "Certified Service-Disabled Veteran-Owned Business" shall mean a business that is a certified service-disabled veteran-owned business enterprise under the New York State Service-Disabled Veteran-Owned Business Act (Article 17-B of the Executive Law).

1. Are you a business enterprise that is owned and controlled by a service-disabled veteran in accordance with the standards listed above?

\_\_\_\_\_ No  
\_\_\_\_\_ Yes

2. Are you certified with the State of New York as a Certified Service-Disabled Veteran-Owned Business?

\_\_\_\_\_ No  
\_\_\_\_\_ Yes

***If you are certified with the State of New York as a Certified Service-Disabled Veteran-Owned Business, please attach a copy of the certification.***

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[NO FURTHER TEXT ON THIS PAGE]



## **SCHEDULE "I"**

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

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

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

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

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

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

Yes.

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

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

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

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

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

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

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

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

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

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

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

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

**Electronic Funds Transfer (EFT)**Authorization is:  
(check one)

- ☐
- New
- 
- ☐
- Change

Westchester County • Department of Finance • Treasury Division

**Electronic Funds Transfer (EFT)  
Vendor Direct Payment Authorization Form****GENERAL INSTRUCTIONS**

Please complete both sections of the Vendor Direct Payment Authorization Form and forward the completed form (along with a voided check for the account to which you want your payments credited) to: Westchester County Department of Finance, 148 Martine Ave, Room 720, White Plains, NY 10601, Attention: Vendor Direct. Please see item 14 below regarding attachment of a voided check.

**Section I - VENDOR INFORMATION**

1. Provide the name of the vendor as it appears on the W-9 form.
2. Enter the vendor's Taxpayer ID number or Social Security Number as it appears on the W-9 form.
3. Enter the vendor's complete primary address (not a P.O. Box).
4. Provide the name and telephone number of the vendor's contact person.
5. Enter the business e-mail address for the remittance notification. **THIS IS VERY IMPORTANT.** This is the e-mail address that we will use to send you notification and remittance information two days prior to the payment being credited to your bank account. We suggest that you provide a group mailbox (if applicable) for your e-mail address. You may also designate multiple e-mail addresses.
6. Please have an authorized Payee/Company official sign and date the form and include his/her title.

**Section II - FINANCIAL INSTITUTION INFORMATION**

7. Provide bank's name.
8. Provide the complete address of your bank.
9. Enter your bank's 9 digit routing transit number.
10. Indicate the type of account (check one box only).
11. Enter the vendor's bank account number.
12. Enter the title of the vendor's account.
13. Provide the name and telephone number of your bank contact person.
14. If you are directing your payments to a Savings Account OR you can not attach a voided check for your checking account, this line needs to be completed and signed by an authorized bank official. IF YOU DO ATTACH A VOIDED CHECK FOR A CHECKING ACCOUNT, YOU MAY LEAVE THIS LINE BLANK.

NEW/CHANGE VEN EFT 9/08

**Schedule "J"**  
**Certification Regarding Lobbying**

**Certification for Contracts, Grants, Loans and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief,

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- 2) If any funds other than the Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
(Name of Organization)

\_\_\_\_\_  
(Signature of Responsible Official)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Grant Number)

**“Schedule “K”**

**Certification Regarding Drug Free Workplace Requirements**

**GRANTEES OTHER THAN INDIVIDUALS**

This certification is required by regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), 7 CFR Part 3017, Subpart F, Section 3017.699 and 45 CFR Part 76, Subpart F. The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (Pages 21681-21691).

The grantee certifies that it will provide a drug-free workplace by:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition:
- b) Establishing a drug-free awareness program to inform employees about:
  - 1) The dangers of drug abuse in the workplace;
  - 2) The grantee's policy of maintaining a drug-free workplace;
  - 3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
  - 1) Abide by the terms of the statement; and
  - 2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- e) Notifying the agency within ten days of receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
- f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2) with respect to any employee who is so convicted:
  - 1) Taking appropriate personnel action against such an employee, up to and including termination; or

- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement or other appropriate agency;
- g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

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*(Organization)*

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*(Authorized Signature)*

DRAFT

**Schedule "L"**

**Certification Regarding Debarment and Suspension**

1) As required by Federal Executive Order 12549, and prescribed by federal regulations, including 40 CRF Part 32, the contractor certifies that it, and its principals:

- (a) Are not presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency;
- (b) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, including any violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) above; and
- (d) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2) Where the Contractor is unable to certify to any of the statements in this paragraph, the Contractor shall attach an explanation to this certification.

Date: \_\_\_\_\_


\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Organization

January 3, 2025

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

FROM: Richard G. Wishnie   
Acting County Executive

RE: Message Requesting Immediate Consideration: **RES – Westchester  
County Agricultural District No. 1.**

---

This will confirm my request that the Board of Legislators allow submission of the referenced communication to be submitted to the Board of Legislators January 6, 2025 Agenda.

Transmitted herewith for your review and approval is a Resolution, 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 January 6, 2025 "blue sheet" calendar.

Thank you for your prompt attention to this matter.





Richard Wishnie  
Acting County Executive

January 3, 2025

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

Dear Members of the Board of Legislators:

Transmitted herewith for your consideration is a Resolution, which if adopted, would authorize the County of Westchester (the "County") to commence a review of Westchester County Agricultural District No. 1 (the "District") pursuant to Section 303-a of the New York Agriculture and Markets Law.

By Resolution No. 223-2000, a proposal was submitted to the New York State Commissioner of Agriculture and Markets (the "Commissioner") to establish the District and designate an eight-year review period. The Commissioner certified the lands designated in Resolution No. 223-2000 for districting effective July 19, 2001. Recertification of the District is once again necessary and is due to be completed on or before July 19, 2025.

I have been advised that pursuant to Section 303-a of the New York State Agriculture and Markets Law, your Honorable Board is required to take certain enumerated actions in recertifying the District, including (1) publishing notice that such a review is underway, which advises where public comments on the review may be directed (the "Public Comment Notice"), (2) directing the Westchester County Agricultural and Farmland Protection Board to prepare a report on the agricultural review within forty-five (45) days, and (3) scheduling a Public Hearing and providing notice of the Public Hearing (the "Public Hearing Notice") not less than thirty (30) days after the publication of the Public Comment Notice.

After the Public Hearing, your Honorable Board is required to make a recommendation to the Commissioner to terminate, continue or modify the District. If the finding is that the District should be continued or modified, a District Review Plan must be submitted to the Commissioner.

Your Honorable Board is advised that adoption of the Resolution will provide the requisite direction to the Agricultural and Farmland Protection Board as well as Public Comment Notice that a review of the District is in progress and that a Public Hearing will be scheduled at an appropriate time.

I most respectfully recommend the adoption of the proposed Resolution in order to commence the review of Agricultural District No. 1 required by Section 303-a of the Agriculture and Markets Law.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Richard G. Wishnie". The signature is fluid and cursive, with the first name "Richard" being more prominent.

Richard G. Wishnie  
Acting County Executive

RW/BL/mcz

**BOARD OF LEGISLATORS  
COUNTY OF WESTCHESTER**

Your Committee is in receipt of a communication from the Acting County Executive recommending approval of a Resolution, pursuant to Section 303-a of the New York Agriculture and Markets Law, commencing a review of Westchester County Agricultural District No. 1 (the “District”).

As your Honorable Board may know, by Resolution No. 223-2000, a proposal was submitted to the New York State Commissioner of Agriculture and Markets (the “Commissioner”) to establish the District and designate an eight-year review period. The Commissioner certified the lands designated in Resolution No. 223-2000 for districting effective July 19, 2001. Recertification of the District is once again necessary and is due to be completed on or before July 19, 2025.

Your Committee is advised that pursuant to Section 303-a of the Agriculture and Markets Law, your Honorable Board is required to take certain enumerated actions in relation to the review of the District, including (1) publishing notice that such a review is underway, which advises where comments on the review may be directed (the “Public Comment Notice”), (2) directing the Westchester County Agricultural and Farmland Protection Board to prepare a report on the agricultural review within forty-five (45) days, and (3) scheduling a Public Hearing and providing notice of the Public Hearing (the “Public Hearing Notice”) not less than thirty (30) days after the publication of the Public Comment Notice. After the Public Hearing, your Honorable Board is required to make a recommendation to the Commissioner to terminate, continue or modify the District. If the finding is that the District should be continued or modified, a District Review Plan must be submitted to the Commissioner.

Notice that a review of the District is in progress and that a Public Hearing will be scheduled at an appropriate time.

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

Based upon the foregoing, your Committee recommends the adoption of the attached Resolution in order to commence the review of the District required by Section 303-a of the Agriculture and Markets Law.

Dated: \_\_\_\_\_, 2025  
White Plains, New York

**COMMITTEE ON**

c: mcz 1.3.25

TO: Maximillian Zorn, Junior Assistant County Attorney  
Department of Law

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



DATE: January 3, 2024

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR  
COMMENCEMENT OF AGRICULTURAL DISTRICT REVIEW**

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**PROJECT/ACTION:** The proposed actions consist of publication by the Board of Legislators (BOL) of a notice to commence the required public comment period for Westchester County Agricultural District No. 1, pursuant to New York State Agricultural Districts Law, and direction to the County Agriculture and Farmland Protection Board (AFPB) to collect the necessary data and develop a recommendation concerning the recertification of the district.

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

- **617.5(c)(26):** routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment;
- **617.5(c)(27):** conducting concurrent environmental, engineering, economic, feasibility and other studies and preliminary planning and budgetary processes necessary to the formulation of a proposal for action, provided those activities do not commit the agency to commence, engage in or approve such action

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**COMMENTS:** At this time, the action consists solely of commencement of the public review period and initiation of the preparation of a report by the AFPB. Further environmental review and documentation will be undertaken when recommendations considering the district are proposed for action by the BOL.

cc: Andrew Ferris, Chief of Staff  
Paula Friedman, Assistant to the County Executive  
Tami Altschiller, Assistant Chief Deputy County Attorney  
Blanca Lopez, Commissioner  
Matthew Castro, Principal Environmental Planner/District Manager, SWCD  
Claudia Maxwell, Principal Environmental Planner

# FISCAL IMPACT STATEMENT

SUBJECT: 2025 Ag District Recertification

☒ 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: Recertification of the District is required by NYS Ag and Markets Law every eight years and is performed by Planning Department staff.

Next Four Years: Annual application period is required by New York State Agricultural Districts Law and performed by Planning Department staff and the members of the County Agriculture and Farmland Protection Board.

Prepared by: David Kvinge

Title: Assistant Commissioner

Department: Department of Planning

Date: November 26, 2024


Reviewed By: 

Budget Director

Date: 11/26/24



TO: Maximillian Zorn, Junior Assistant County Attorney  
Department of Law

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

DATE: January 3, 2024

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR  
COMMENCEMENT OF AGRICULTURAL DISTRICT REVIEW**

---

**PROJECT/ACTION:** The proposed actions consist of publication by the Board of Legislators (BOL) of a notice to commence the required public comment period for Westchester County Agricultural District No. 1, pursuant to New York State Agricultural Districts Law, and direction to the County Agriculture and Farmland Protection Board (AFPB) to collect the necessary data and develop a recommendation concerning the recertification of the district.

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

- **617.5(c)(26):** routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment;
  - **617.5(c)(27):** conducting concurrent environmental, engineering, economic, feasibility and other studies and preliminary planning and budgetary processes necessary to the formulation of a proposal for action, provided those activities do not commit the agency to commence, engage in or approve such action
- 

**COMMENTS:** At this time, the action consists solely of commencement of the public review period and initiation of the preparation of a report by the AFPB. Further environmental review and documentation will be undertaken when recommendations considering the district are proposed for action by the BOL.

cc: Andrew Ferris, Chief of Staff  
Paula Friedman, Assistant to the County Executive  
Tami Altschiller, Assistant Chief Deputy County Attorney  
Blanca Lopez, Commissioner  
Matthew Castro, Principal Environmental Planner/District Manager, SWCD  
Claudia Maxwell, Principal Environmental Planner



**RESOLUTION NO.      – 2025**

**WHEREAS**, this Board is charged with the responsibility, pursuant to Section 303-a of the New York State Agriculture and Markets Law, of conducting a review of existing Agricultural Districts located within the County of Westchester; and

**WHEREAS**, this Board, 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 and also established an eight-year review period; and

**WHEREAS**, the certification of Westchester County Agricultural District No. 1 by the New York State Commissioner of Agriculture and Markets became effective on July 19, 2001; and

**WHEREAS**, pursuant to Section 303-a of the Agriculture and Markets Law, the County of Westchester adopted Resolution 161-2010, which authorized the first recertification of the Westchester County Agricultural District No. 1 and became effective on November 5, 2010 and Resolution 70-2017, which authorized the second recertification of the Westchester County Agricultural District No. 1 and became effective on May 15, 2017; and

**WHEREAS**, the recertification of Westchester County Agricultural District No. 1 is again necessary and due to be completed on or before July 19, 2025; and

**WHEREAS**, Section 303-a of the New York State Agricultural and Markets Law requires that this Board take certain enumerated actions in relation to the review of Westchester County Agricultural District No. 1;

**NOW THEREFORE BE IT**

**RESOLVED**, that the Clerk of the Board is hereby directed to publish, in a newspaper of general circulation within Westchester County Agricultural District No. 1, a notice in the form annexed hereto; and be it further

**RESOLVED**, that the Clerk of the Board is hereby directed to post upon the home page of the County of Westchester website a notice in the form annexed hereto; and be it further

**RESOLVED**, that the Clerk of the Board is hereby directed to post a notice in the form annexed hereto in at least five conspicuous places within the Westchester County Agricultural District; and be it further

**RESOLVED**, that the Clerk of the Board is hereby directed to provide notice in the form annexed hereto by first class mail to those municipalities whose territory encompasses the Westchester County Agricultural District; and be it further

**RESOLVED**, that the Clerk of the Board is hereby directed to instruct the Westchester County Agricultural and Farmland Protection Board to prepare a report within forty-five (45) days in relation to Westchester County Agricultural District No. 1 concerning:

- (1) the nature and status of farming and farm resources within such district, including the total number of acres of land and the total number of acres of land in farm operations in the district;
- (2) the extent to which the district has achieved its original objectives;
- (3) the extent to which county and local comprehensive plans, policies and objectives are consistent with and support the district;
- (4) the degree of coordination between local laws, ordinances, rules and regulations that apply to farm operations in such district and their influence on farming; and
- (5) recommendations to continue, terminate or modify such district.

Dated: \_\_\_\_\_, \_\_\_\_ 2025  
White Plains, New York

**\*\*\*\*\* LEGAL NOTICE \*\*\*\*\***

**WESTCHESTER COUNTY BOARD OF LEGISLATORS  
RECERTIFICATION OF WESTCHESTER COUNTY  
AGRICULTURAL DISTRICT NUMBER ONE**

The Westchester County Board of Legislators hereby notices the commencement of the **recertification of Westchester County Agricultural District Number One**. The Westchester County Agricultural District consists of a total of 9,254 acres of land within the following municipalities (listed in order of the amount of farmland in each): Town of North Salem (3,832 acres), Town of Bedford (1,255 acres), Town of Somers (2,065 acres), Town of Yorktown (715 acres), Town of Mount Pleasant (384 acres), Town of Cortlandt (353 acres), Village of Sleepy Hollow (222 acres), Town of Lewisboro (428 acres). The District was originally created county-wide and was restricted during the first recertification to those municipalities listed above. During this recertification the County is considering the re-inclusion of the towns of Pound Ridge, North Castle, New Castle and Ossining as eligible municipalities.

Municipal officials, land owners and others may submit comments concerning the continuation, modification or termination of the district within thirty days of the publication and posting and mailing of this notice. After the close of the public comment period, the Westchester County Agriculture and Farmland Protection Board will prepare a report with recommendations to the County Board of Legislators to either continue the district as-is, modify the district, or terminate the district.

A list and map of farms currently in the district are available at the office of the County Clerk located at 110 Dr. Martin Luther King Jr. Blvd. in White Plains as well as on the County website at <https://planning.westchestergov.com/agriculture-and-farmland> and at the Department of Planning, Room 432 of the Michaelian Office Building, located at 148 Martine Avenue in White Plains. For more information, visit the County website or contact Matt Castro, Principal Environmental Planner, at (914) 995-4423 or [mvcl@WestchesterCountyNY.gov](mailto:mvcl@WestchesterCountyNY.gov).

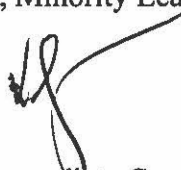
Pursuant to New York State Agriculture and Markets Law, the recertification process includes a period, ending a minimum of 30 calendar days from the date this notice is published, in which municipalities, farm owners and the public may propose modifications to the district. All proposals must be submitted in writing to the following address and will be accepted until 4:00 P.M. on March 21, 2025:

Clerk of the Board of Legislators  
8<sup>th</sup> Floor, Michaelian Office Building  
148 Martine Avenue, White Plains, NY 10601  
FAX \_\_\_\_\_  
EMAIL \_\_\_\_\_

**A PUBLIC HEARING** will also be held at a regularly scheduled meeting of the Westchester County Board of Legislators at a subsequent date and time with notice of the same provided as set forth in Section 303-a(2)(c) of the Agriculture and Markets Law.

January 6, 2025

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

FROM: Kenneth W. Jenkins   
County Executive

RE: **Message Requesting Immediate Consideration: Act – Renaming the Westchester County Archives and Records Center: “Andrew J. Spano Westchester County Archives and Records Center”.**

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This will confirm my request that the Board of Legislators allow submission of the referenced communication to be submitted to the Board of Legislators January 6, 2025 Agenda.

Transmitted herewith for your review and approval is an Act, 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 January 6, 2025 “blue sheet” calendar.

Thank you for your prompt attention to this matter.



**Kenneth W. Jenkins**  
**County Executive**

January 6, 2025

Westchester County Board of Legislators  
800 Michaelian Office Building  
148 Martine Avenue, 8<sup>th</sup> Floor  
White Plains, New York 10601

Dear Honorable Members of the Board:

I respectfully request that your Honorable Board adopt the attached "Act naming the Westchester County Archives and Records Center, located at 2199 Saw Mill River Road, Elmsford, NY 10523, the 'Andrew J. Spano Westchester County Archives and Records Center.'"

Andrew J. Spano became Westchester's seventh County Executive on January 1, 1998 and was re-elected to office in November 2001 and November 2005. Before coming to government, Mr. Spano spent 25 years in public education where he distinguished himself as a teacher, counselor, and administrator, serving children with special needs. He was one of the founders of the United Federation of Teachers in New York City. From 1982 through 1994, Mr. Spano was Westchester County Clerk. Mr. Spano was also president of County Executives of America, an organization representing the interests of counties nationwide. After his time as County Executive, Mr. Spano served as Commissioner of the New York State Board of Elections from 2014-2024.

As County Executive, Mr. Spano initiated dozens of programs to improve the quality of life in Westchester: Programs that protect the environment, encourage affordable housing, combat domestic violence and enhance the security and safety of all county residents. A protector of the environment, Mr. Spano preserved 2,300 acres of open space from Yonkers to Yorktown and instituted programs to protect water quality. He tripled, to \$30 million, the County's New Homes Land Acquisition Fund, which helped builders of affordable housing overcome the high cost of land.

Mr. Spano has been the recipient of numerous awards in the areas of human rights, education, government and labor including an honorary doctorate in Commercial Affairs awarded by Pace University in 2004 and The O' Hare Medal awarded by Fordham University's School for Social Justice in 2005.

Currently, Mr. Spano and his wife, Brenda Resnick Spano, live in Yorktown and have six grown children and six grandchildren. Mr. Spano has dedicated his career to public service and his family, and served the County of Westchester well.

Given his years of dedicated service to the residents of Westchester County, I believe it is appropriate to honor him by naming the County Archives and Record Center after him. Mr. Spano, during his time as County Clerk, expanded the County's record management program to include an archive, and to digitize the County's most critical records. As County Executive, Mr. Spano continued this work, helping to shepherd the creation of the County's Virtual Archives, and the renovation of the Center.

In light of the aforementioned, I respectfully urge that your Honorable Board adopt the attached Act

Sincerely,



Kenneth W. Jenkins  
County Executive

KJ/nn  
Enclosure

TO: HONORABLE BOARD OF LEGISLATORS  
COUNTY OF WESTCHESTER

Your Committee has reviewed the attached “Act naming the Westchester County Archives and Records Center, located at 2199 Saw Mill River Road, Elmsford, NY 10523, the ‘Andrew J. Spano Westchester County Archives and Records Center’”.

Your Committee recognizes that Andrew J. Spano, a long-time resident of Westchester County, became Westchester's seventh County Executive on January 1, 1998 and was re-elected to office in November 2001 and November 2005. Before coming to government, Mr. Spano spent 25 years in public education where he distinguished himself as a teacher, counselor, and administrator, serving children with special needs. He was one of the founders of the United Federation of Teachers in New York City. From 1982 through 1994, Mr. Spano was Westchester County Clerk. Mr. Spano was also president of County Executives of America, an organization representing the interests of counties nationwide. After his time as County Executive, Mr. Spano served as Commissioner of the New York State Board of Elections from 2014-2024.

Your Committee recognizes that as County Executive, Mr. Spano initiated dozens of programs to improve the quality of life in Westchester: Programs that protect the environment, encourage affordable housing, combat domestic violence and enhance the security and safety of all county residents. A protector of the environment, Mr. Spano preserved 2,300 acres of open space from Yonkers to Yorktown and instituted programs to protect water quality. He tripled, to \$30 million, the County's New Homes Land Acquisition Fund, which helped builders of affordable housing overcome the high cost of land.

Your Committee also recognizes that during his time as County Clerk. Mr. Spano, expanded the County's record management program to include an archive, and to digitize the County's most critical records. Further, as County Executive, Mr. Spano continued this work, helping to shepherd the creation of the County's Virtual Archives, and the renovation of the Center.

Your Committee has received correspondence from the County Executive requesting that we dedicate the Westchester County Archives and Records Center to the Andrew J. Spano Westchester



County Archives and Records Center, in honor of Mr. Spano's dedication to public service within the County of Westchester.

As you know, this Honorable Board must comply with the requirements of the State Environmental Quality Review Act ("SEQRA"). 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.

Your Committee, after careful consideration, recommends the adoption of this Act.

Dated: \_\_\_\_\_, 2024

White Plains, New York

COMMITTEE ON

ACT NO.

-2024

An Act naming the  
Westchester County  
Archives and Records  
Center located at 2199 Saw  
Mill River Road, Elmsford,  
NY, the "Andrew J. Spano  
Westchester County  
Archives and Record  
Center."

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

**Section 1.** The Westchester County Archives and Records Center, located at 2199 Saw Mill River Road, Elmsford, County of Westchester, State of New York, shall be and hereby is named the Andrew J. Spano Westchester County Archives and Record Center.

**Section 2.** This Act shall take effect immediately.

# **INDEPENDENT OFFICE OF ASSIGNED COUNSEL**

## **Annual Report for 2024**

Submitted by the Board of Directors of the Independent Office of Assigned Counsel

Wendy Marie Weathers, Esq. Chair

## **Overview of the Office**

The Independent Office of Assigned Counsel (OAC) is Westchester County's largest provider of mandated representation as defined by County Law Article 722, offering high quality legal representation by approximately 250 independent lawyers in private practice to low-income people with cases in the Criminal and Family Courts of the County as well as criminal and family law appeals and matters related to parole violations, revocations and appeals.

The office was created and operates pursuant to Westchester County Law Chapter 186, passed unanimously by this Honorable Board and signed into law by County Executive George Latimer in 2021. It is governed by a Board of Directors comprised of members selected in accordance with the law. Oversight of this office is also provided by the New York State Office of Indigent Legal Services (ILS).

### ***Summary of State Funds Intended to Support the OAC***

The primary source of funds to support this office and its initiatives are state grant funding provided by the New York State Office of Indigent Services (ILS). ILS has 2 main grants:

- Distribution Funding—a lump sum is granted to the County for the County to determine allocation among providers. It is a 3-year budget cycle. These grants cover funding for resources to support Family Court attorneys as well as Criminal Court attorneys. The OAC is the primary provider of parental legal representation. In the vast majority of cases, at least 2 assigned attorneys are involved in each case. Legal Services of the Hudson Valley is the other provider of parental representation. They do not receive funding from this funding stream.
- Hurrell-Haring Settlement Funds—ILS determines funding to each provider of criminal defense representation. The Legal Aid Society of Westchester and the OAC provide this representation.

There are also 3 smaller grants:

- Counsel at First Appearance in Criminal Cases (CAFA)—a lump sum is granted to the County to provide stipends to ensure counsel at arraignment in after court hours in criminal cases. This is a 3-year budget cycle. For the first time, the ACP was allocated funds to support this key justice initiative.
- Upstate Quality Improvement Grant—a lump sum granted to the County to determine allocation among providers. This is a 3-year budget cycle. Funds can be used for both Family and Criminal. The entirety of this Grant was allocated to the Legal Aid Society of Westchester.
- Second Upstate Family Representation Grant—a competitive 3-year grant submitted by the County to provide pre-petition representation to parents in Article 10 (Abuse/Neglect) cases and to provide support for attorney resources to improve the quality of representation.

### ***State Grant Funding—Westchester County is Grantee***

In 2024, the Budget Office allocated 33.63% of **Distribution 14**, or \$1,878,997.00 over 3 years to the OAC out of a total budget of \$5,586,933 with the balance allocated to the Legal Aid Society. We requested \$2,300,306.00, or 41% of the total. The decrease came in the area of funding for experts. We requested \$1,076,167, and received \$654,858.00. In the prior 3-year Distribution funding cycle, the OAC received \$376,972 out of a total budget of 2,793,498, or 13.49%. As such, we received a substantial increase from past Distribution cycles. It should be noted that the Assigned Counsel Panel represents approximately 80% of all mandated representation for which the County is responsible and further, that it provides almost all Family Court parental representation in the County. Distribution funds may be used for family court representation as well as criminal defense.

Indigent Legal Services allocated \$5,029,450 in the most recent **Hurrell-Haring** funding cycle, representing a 25.71% increase over the past allocation.

The County also allocated 50%, or \$120,500 to the OAC for **Counsel at First Appearance**.

The OAC deeply appreciates the growing support for the work that we do, so that attorneys have all the resources they need to do their finest work.

In 2024, the Division of Criminal Justice Services (DCJS) allocated \$1.5 million in **Aid to Defense** funds to the County. DCJS allocated an additional \$1.5 million for **Discovery Reform**. We believe that these funds will be most effectively utilized by the County if both providers of mandated representation and the District Attorney's Office work together to determine the most effective way to address discovery access, download and retention issues.

### **Board of Directors Summary**

The Board met regularly during the year to review reports from the Administrator and Deputy Administrator. Meetings were primarily public, but on occasion some parts of the meetings were conducted in Executive Sessions.

On December 3, 2024, and upon notice of the resignation of the Administrator, the Board of Directors voted unanimously to appoint Stephanie Perez Acting Administrator.

There is one vacancy on the OAC Board.

## **Administrator's Summary**

### ***In General***

In its first 2 years of operation, the OAC created a foundation, framework and sense of community that mirrors the most robust and mission-driven institutional providers. In addition to the services and resources provided to attorneys in 2023 that were outlined in the 2023 Annual Report, 2024 saw:

- a full training program
- The *Wednesday Wag*, a weekly podcast where various speakers, including panel attorneys, share ideas and knowledge
- *Dicta*, a quarterly newsletter; an attorney listserv; the Hub, a digital information center for attorneys to access templates; recorded trainings; forms and other data needed by assigned attorneys
- *ACP@ACP*, a mentoring program that leverages the knowledge and experience of panel members for the benefit of less experienced members
- A Second Chair program that exposes less experienced attorneys to complex trial cases handled by the most skilled trial counsel
- The first-ever conference for 18B attorneys, the Pannual Conference (see below)
- A telephone system that permits incarcerated clients to contact their 18B lawyers at no cost to client or attorney, thanks to the work done by County IT and DOC
- The OAC Handbook, which outlines rules, standards and expectations for attorney conduct as well as standards for admission to the various attorney panels

OAC provided important resources for attorney use in furtherance of high-quality legal representation and greater access to counsel by low-income litigants. It should be noted that, as discussed above, state grant funding through ILS is intended to be the primary funder of this office designed by this Honorable Board to replicate the resources, supports and accountability measures typically available in an institutional provider setting. It is respectfully submitted that given the numerous resources and supports provided to attorneys, rigorous standards for admission to the panel, high level of attorney accountability, vertical representation of all clients, and minimal administrative costs, Westchester's ACP is both highly efficient and cost-effective in general and by comparison to institutional providers of mandated representation.

### ***Attorney Billing/Attorney Retention***

Working closely with the Finance and IT Departments, the OAC continued to streamline the billing process for attorneys and experts to ensure both prompt payments for services rendered as well to maximize reimbursements from the State. As well, we readied our billing system to go fully paperless and anticipate that this new system will start on a limited basis on February 1, 2025.

Since January 2024, Westchester's Assigned Counsel Panel has attracted wide interest among attorneys, giving the OAC the luxury of selecting from a large pool of applicants, based on their qualifications and actual need.

### ***Data Highlights***

From January 1, 2024 to November 30, 2024, the OAC opened over 14,500 cases in the case management system, which puts us on track to open 17,000 vouchers in our e-voucher system. Opening a case permits attorneys to bill for services rendered on that case. It should be noted that this represents a significant reduction from 2023 and one that reflects the backlog from the prior provider that had to be cleared in order to allow attorneys to timely bill for services rendered prior to the inception of the OAC.

It should also be noted that in contrast to institutional providers, at the OAC, a client's multiple docket numbers associated with a particular matter and/or arraignment date, are considered a single case for billing and case volume data. As such, when comparing 18B case volume to that reported by other providers, we respectfully request that this be considered.

During the same time period, the OAC reviewed, corrected when necessary, and sent 12,500 vouchers to Finance, putting us on track to send over 14,000 vouchers by year end. This marks an increase from 2024, which we attribute to greater all-around accuracy and efficiency as a result of our digital payment system. As of December 13, 2024, the OAC remains 100% up-to-date processing vouchers, and all payable vouchers received by that date have been inputting preliminary payment data and sending them to Finance for payment.

### ***Reimbursements***

During the above-mentioned period, the OAC has sought and the County has received approximately \$6 million in reimbursements from State grants and the partial hourly rate reimbursement.

### ***Staffing***

In November, the Administrator submitted a letter of resignation to the Board of Directors effective, January 2025. The Board of Directors voted unanimously to appoint Stephanie Perez, the Deputy Administrator, Acting Administrator. The Accountant, who is the only team member qualified to seek reimbursement for grant funded expenditures and the partial rate increase submitted a letter indicating that she would be on extended leave beginning in January 2025. A temporary leave replacement has accepted an offer of employment and is expected to start before year end, intended to ensure continued revenue coming back to the County.

### ***Attorney Rate Increase***

In the FY 2024-25 State budget, the partial rate reimbursement is in effect until March 31, 2025.



## ***2025 County Budget***

The OAC budget was timely submitted to the County Budget Office. Anticipated revenue from State reimbursement is intended to offset the cost of all staff except 2 permanent administrative support staff (1 full-time, 1 part-time), \$40,000 to the Westchester County Bar Association, miscellaneous expenses, such as bar memberships for legal staff and, all pre-April 1, 2023 hourly attorney fees and a portion of those post-April 1, 2023 hourly attorney fees.

### **Objectives for 2025**

The OAC intends to focus on:

- Broader early access to counsel for low-income litigants in both Criminal and Family Court
- Continued implementation of standards for high quality representation that all panel attorneys are required to meet
- Expansion of the digital billing platform to include greater accountability measures and opportunities for data collection and analysis
- Submitting reimbursement claims to ILS

### ***Counsel at First Appearance (CAFA)***

In April 2024, the 9<sup>th</sup> Judicial District implemented a weekend and holiday City Court Centralized Arraignment Part located in the Westchester County Courthouse. At inception, 2 attorneys per provider in 2 different courtrooms were arraigining defendants. Beginning in 2025, the program will be consolidated into 1 courtroom. Due to the prior 18B administrator's decision not to seek state funding for Counsel at First Appearance (CAFA) for 18B attorneys' Saturday City Court arraignments, ILS disallowed reimbursement for Saturdays based on supplantation when the OAC requested state funding for this representation. The OAC was granted 50% of a state CAFA grant, or \$120,500 per year for 3 years to pay for this program. As well, we were granted additional state funds to reimburse the cost of off hours Town and Village arraignments under CAFA.

It is essential to have counsel at this critical stage in a legal action. Beyond that and with respect to criminal matters, funds for CAFA in the Town and Village Courts would go a long way toward instituting a fair rotation of attorneys that in turn best assures attorney independence—a key ingredient of high-quality legal representation and a mandate of Local Law Chapter 186.

### ***Administrative Support to Expand Digital Billing Program***

ILS granted funds to reimburse the cost of a Grade VI staffer, including fringe, to open cases in the digital billing system to ensure that attorneys can bill promptly for services rendered.

## ***Training***

The OAC recognizes the importance of professional development through education. As such, here is a sample of the programs put on by David Hymen, Director of Training from September 2024 to March 2025:

- i. **9/18/24 Wednesday Wag: Dr. Bhavana Pahwa from AWAKE (Asian Women’s Alliance for Kinship and Equality). Spoke about cultural norms and barriers regarding domestic violence, as well as how to give survivors opportunities for change**
- ii. **9/19/24 - CLE: Nuts & Bolts of Materiality**
- iii. **9/25/24 Wednesday Wag: Digital discovery issues (with Panel member Daniel Harnick)**
- iv. **10/1/24 - Infrequently Answered Questions: The Intersection of Federal and State Criminal Cases**
- v. **10/16/24 Wednesday Wag: Follow up to Pan Con Vicarious Trauma presentation with Ben Leavitt**
- vi. **10/29/24 CLE: “Compassionate Representation: Foundations of Mental Health and Co-Occurring Disorders” (with DCMH)**
- vii. **11/13/24 - Representing the Veteran Client: Military Culture – co-sponsored with NYSDA**
- viii. **11/20/24 - Practicing Parole: From Release to Revocation (With Wyoming County Public Defender)**
- ix. **11/22/24 - Wednesday Wag training on pre-petition assignment of family court attorneys and social workers to clients with certain criminal charges**
- x. **12/4/24: CLE “Compassionate Representation: Communication and De-Escalation” (with DCMH)**
- xi. **12/6/24 Wednesday Wag, Friday Edition about Vicarious Trauma and the Breath-Body-Mind™ technique (with DCMH)**
- xii. **12/13/24 Wednesday Wag, Friday Edition about Impacts of a New Administration on Non-Citizen Clients**
- xiii. **1/8/25 - Nuts & Bolts of Accusatory Instruments and Facial Sufficiency**
- xiii. **1/22/25 – Representing Veterans in Criminal Court**
- xiv. **2/5/25 CLE: DVSJA (Domestic Violence Survivors Justice Act) Basics- How to Advocate for Lower Sentences in Westchester County Court and Post-Conviction (with ILS).**
- xv. **2/26/25 – Representing Veterans in Family Court**
- xvi. **3/12/25--CLE on cybersecurity (with DoIT).**

## ***Pannual Conference***

On October 14, 2024, the OAC convened the first-ever conference for all members of Westchester’s Assigned Counsel Panel. The conference focused on 3 critical elements relevant to all assigned attorneys—high quality legal representation through the use of non-attorney experts, attorney wellness and exposure to vicarious trauma, and building a community of

colleagues. The DCE, County Attorney and Chair of the OAC Board of Directors were in attendance. County DoIT, DPW&T and the Parks Department were instrumental in pulling this together and in providing a space large enough to accommodate the attendees at the County Center.

### **Outlook for 2025**

The future is bright for the OAC. In its first 2 years of operation, the office established itself by working collaboratively with multiple county departments, ILS, the court system, ACP attorneys and all stakeholders interested in working with us in furtherance of high quality, client-centered representation. Through efficiency, advocacy and commitment, we created new energy and high expectations, provided resources galore, including a robust training program, increased client access to counsel, a modern billing system and an attorney handbook that outlines our mutual responsibilities. There will be new leadership at the OAC in 2025 and it is respectfully submitted that the office is poised to do even more to further solidify itself as the county's leader in the mandated legal representation sector.

### **Conclusion**

The OAC's administrative and legal team continue to innovate, focused on high quality, client-centered legal representation, efficient and cost-effective administration of mandated representation using a strategic approach that factors in trends in the law, client needs, attorney demographics and state funding opportunities to fulfill our statutory mandate, energize the legal community and provide dynamic leadership.



George Latimer, Westchester County Executive  
Westchester County Board of Legislators

# **2024 Annual Report**

TAX COMMISSION  
Office of the Executive Director  
Victor L. Mallison  
Executive Director

George Latimer  
County Executive

Westchester County Tax Commission

Victor L. Mallison  
Executive Director

TAX COMMISSIONERS

Manuel Casanova  
James Husselbee  
Sadie McKeown  
Mary Beth Murphy

## 2024 ANNUAL REPORT

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Westchester County Tax Commission, Office of the Executive Director  
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White Plains, New York 10601

Telephone: (914) 995-1328  
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**The following is available via the Internet @**

**<http://www.westchestergov.com> (Departments/Tax Commission)**

- **Statutory Assessment Dates for Westchester County Municipalities**
- **Property Tax Payment Dates**
- **Directory of Municipal Assessors & Receivers**
- **Property Tax Rates**
- **Equalization Rates and Residential Assessment Ratios**
- **Municipal Assessment Rolls**
- **More**

## INTRODUCTION

The primary purpose for the annual report of the Westchester County Tax Commission is to provide key information related to the apportionment of the County tax levy. Page 6 lists the percentages of the levy for which each city and town is responsible. The pages that follow display the methodology used to arrive at the taxable assessed value of each municipality and provide information on the composition of the tax base and historical data which may be of interest. The nature of the information presented on each page is explained briefly below:

**Page 6:** The first column on this page lists the adjusted (see page 7) taxable (some real property is either partially or wholly exempt from taxation) assessed value of each city and town in Westchester County. In as much as a municipality may assess real property at any uniform percentage of market value, an equalization rate must be used to arrive at the full or market value of each. These rates, County equalization rates, each provided by the New York State Department of Taxation & Finance, Office of Real Property Tax Services (DFT/ORPTS), are listed in column two. It is the current year's final state equalization rate. It is based on sales and appraisals of all types of real property in each municipality and provides a measure of the percentage of market value at which a city or town assesses. It is not necessarily a statement of the current level of assessment but of the level as of the State's valuation date.

The assessed value in the first column is divided by the percentage in the second column to produce the third column, which shows the full value of each municipality. This procedure places the valuations of all cities and towns at an equal level. The total of this column is the taxable full value of the entire County. The percentages in the last column are the result of the division of each municipality's full value by the total County full value. It is these percentages that determine each municipality's share of the County tax levy.

We should note in passing that the County is not involved in the assessment function nor does it send out any tax bills to individual property owners. Based on the percentages discussed above, the County advises each city and town of its dollar share of the levy; it is then the responsibility of the cities and towns to apportion these amounts among their property owners, send out bills, and collect the taxes.

**Page 7:** Certain exemptions are by law established in fixed-dollar amounts regardless of the percentage of market value at which properties are assessed. By way of example, one type of veterans' exemption allows a \$7,500 maximum regardless of whether the municipality assesses a \$100,000 house at \$100,000 or \$10,000. The effect of these fixed-dollar exemptions is to give a town or city, which assesses at a very low percentage of market value, an advantage over one that assesses at a higher percentage when the full values are computed. To ensure that the sharing of the tax burden is equitable, the law requires that these exemptions be added back to the taxable assessed value before the full value is computed. On this page the fixed-dollar exemptions are added to the stated taxable assessed value to produce the adjusted taxable assessed value. This operation is for apportionment purposes only. When a city or town actually levies its taxes these exemptions do benefit the property owner.

**Page 8:** This page shows the year-to-year percent change in County equalization rates. A falling rate generally indicates rising value and the greater the decline in the rate the greater the appreciation in real property values assuming that no reassessment activity has taken place. Municipalities with rapidly declining County equalization rates will show greater



increases in their full value than those whose rates are dropping more slowly. When the measured value of a municipality falls, equalization rates rise.

In the event of a reassessment, a city or town might choose to assess at a higher percentage than previously (perhaps at full value or 100%) and its equalization rate would rise sharply.

**Page 9:** Percent changes in full value are shown on this page. These changes may result from changes in market value evidenced by changing equalization rates or in the case of a municipality that keeps its roll at 100%, rising or falling assessment values, court ordered reductions, or from the effect of new construction or fires and demolitions since the last assessment roll.

**Page 10:** This page presents a breakdown of the taxable assessed values in those towns that have villages.

**Page 11:** Certain types of real property are, in accordance with State law, assessed by the DTF/ORPTS rather than by the local municipal assessor. The most important in terms of value is special franchise property, which is utility property, located above, on or under the public right-of-way (streets, highways, etc.). These state-mandated assessments are shown on this page.

**Page 12:** Listed here are the various types of changes that account for the difference between each municipality's prior and current year taxable assessed value. The first column shows prior taxable assessed value. The second column, headed "adjustments", displays adjustments of an unusual nature that are required to explain changes between prior and current year taxable assessed value. In some cases, a balancing entry is required because the records of the municipality do not provide a complete explanation of year-to-year changes in taxable assessed value. Equalization changes, the third column, are those changes made to improve equity, i.e., increasing under assessed properties and decreasing over assessed parcels. The fourth column, physical changes are those made because of value changes brought about by new construction, fires, demolitions, and the like. The fifth column, State-mandated assessments are explained on the notes for "Page 11". The addition, removal or change of partial exemptions such as veterans or elderly exemptions affects taxable assessed values and the net of these changes is listed in the sixth column. Sometimes parcels that were formerly wholly exempt become taxable because a change in ownership or use no longer allows them to qualify for the exemption. The reverse may also occur. These changes are listed in the next to last column on the page. The final column shows the current year taxable assessed value that is the result of all of the changes applied to the prior year figure.

**Page 13:** As noted earlier, some property is exempt from taxation and this page displays a breakdown of exempt amounts. Partial exemptions are usually those that apply to individuals such as Senior Citizen and Veterans exemptions. Religious organizations, schools, hospitals, municipalities, etc... usually own wholly exempt property. When the value of all exempt property is added to the taxable value the result is the gross assessment roll. The right-hand column shows the percentage of the gross assessment roll that is exempt from taxation.

**Pages 14 - 21:** While state law mandates some exemptions, others are optional in the sense that a municipality may or may not adopt them or may adopt them at different levels. The Disability, Senior Citizen, STAR, Veteran, & Volunteer Firefighter & Ambulance Worker Exemptions are available to individuals who personally meet the exemption's criteria. The Alternate Veterans' exemption may be adopted at various levels or not at all. A municipality

may choose, within certain limits, the income cutoff level for the senior citizen and disability exemptions. These pages show the status of these optional exemptions for each municipality.

**Page 22:** The DTF/ORPTS recognizes nine categories of property type: 100=agricultural, 200=residential (one-, two-, and three-family homes and some condominiums), 300=vacant, 400=commercial (including condominiums), 500=recreation & entertainment, 600=community service (hospitals, schools, etc.), 700=industrial, 800=public service (utility) and 900=wild & forested lands. The gross assessed value of each type in each municipality is shown on these pages. Comparisons between municipalities should not be made because these figures are not equalized and thus reflect varying levels of assessment.

**Page 23:** Here, the assessed values on the preceding page are expressed as percentages to facilitate inter-municipal comparisons. In other words, one can compare the percent of Town A's gross roll that is comprised of vacant land to the equivalent figure for Town B. Percentages on this page and on page 25 may not add up to 100% because of rounding.

**Page 24:** The property type breakdown on this page is similar to that on page 22 except that the number of parcels in each category rather than the amount of gross assessed value is displayed. A parcel is an individual entry on an assessment roll.

**Page 25:** This page shows the property type breakdown expressed as percentages of the parcel count for each municipality.

**Page 26:** This page shows effective tax rates based on Residential Assessment Ratios. An effective tax rate indicates the typical percentage of property value paid in property tax. The Residential Assessment Ratio is based on sales of one, two, & three family homes in each municipality and provides a measure of the percentage of market value at which a city or town assesses one, two, & three family homes. The most recent year of tax rates and the Residential Assessment Ratios for the assessment/tax roll to which those tax rates were applied is used.

**Page 27:** This page shows effective tax rates based on Equalization Rates. An Equalization Rate is based on sales and appraisals of all types of real property in each municipality and provides a measure of the percentage of market value at which a city or town assesses all properties. It is not necessarily a statement of the current level of assessment but of the level as of the effective date of the equalization survey. The most recent year of tax rates and the Equalization Ratios for the assessment/tax roll to which those tax rates were applied is used.

**Page 28:** This page was newly created in 2017. It shows the tax apportionment by percent among County, municipal, school and special district taxes by community.

**Page 29:** This page is new in 2018. It shows the Historical Municipal County Tax rate for each municipality for the preceding ten years. It does not include Special Districts.

**Page 30-31:** These pages are new in 2018. They show the historical equalized full value of each municipality and the historical percent of full value for which each municipality is responsible for 10 years. Note that 2018 values apply to 2019 taxes and so forth.

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If you have any questions or comments about the contents of this report please contact the Executive Director by email at [ylm2@westchestercountyny.gov](mailto:ylm2@westchestercountyny.gov) or call (914) 995-4328.

<b>2024 WESTCHESTER COUNTY EQUALIZATION TABLE</b>				
<b>MUNICIPALITY</b>	<b>COUNTY TAXABLE ADJUSTED</b>	<b>COUNTY</b>	<b>COUNTY</b>	<b>% OF TOTAL</b>
	<b>ASSESSED VALUE</b>	<b>RATE*</b>	<b>FULL VALUE (\$)</b>	<b>FULL VALUE</b>
City of Mount Vernon	145,805,109	1.92	7,594,016,094	3.199985%
City of New Rochelle	266,076,542	1.93	13,786,349,326	5.809325%
City of Peekskill	64,652,763	2.37	2,727,964,684	1.149516%
City of Rye	148,343,259	1.26	11,773,274,524	4.961051%
City of White Plains	277,656,407	2.37	11,715,460,211	4.936689%
City of Yonkers	469,744,124	1.78	26,390,119,326	11.120332%
Town of Bedford	604,500,322	8.12	7,444,585,246	3.137017%
Town of Cortlandt	111,220,336	1.18	9,425,452,203	3.971720%
Town of Eastchester	101,179,170	0.91	11,118,590,110	4.685178%
Town of Greenburgh	26,338,775,771	100.00	26,338,775,771	11.098697%
Town of Harrison	126,364,339	1.13	11,182,684,867	4.712187%
Town of Lewisboro	295,696,976	6.42	4,605,871,900	1.940833%
Town of Mamaroneck	12,471,611,217	100.00	12,471,611,217	5.255318%
Town of Mount Kisco	290,803,518	14.03	2,072,726,429	0.873410%
Town of Mount Pleasant	146,368,639	1.07	13,679,312,056	5.764221%
Town of New Castle	1,085,534,650	14.07	7,715,242,715	3.251068%
Town of North Castle	121,910,591	1.80	6,772,810,611	2.853943%
Town of North Salem	1,847,904,738	100.00	1,847,904,738	0.778675%
Town of Ossining	6,710,881,853	100.00	6,710,881,853	2.827848%
Town of Pelham	4,436,649,686	100.00	4,436,649,686	1.869526%
Town of Pound Ridge	382,114,985	12.86	2,971,345,140	1.252073%
Town of Rye	9,682,850,402	100.00	9,682,850,402	4.080183%
Town of Scarsdale	9,311,017,580	74.94	12,424,629,811	5.235520%
Town of Somers	493,304,541	9.78	5,044,013,712	2.125459%
Town of Yorktown	130,643,855	1.77	7,381,008,757	3.110227%
<b>TOTALS</b>	<b>76,061,611,373</b>		<b>237,314,131,389</b>	<b>100.00%</b>
<b>* Final 2024 New York State Equalization Rates</b>				

**2024 FIXED-DOLLAR PARTIAL EXEMPTIONS ADDED BACK TO ADJUSTED COUNTY TAXABLE VALUE**

MUNICIPALITY	REPORTED TAXABLE	VETERANS	CLERGY	VOLUNTEER	ADJUSTED
	ASSESSED VALUE			FIRE COMPANIES	TAXABLE VALUE
City of Mount Vernon	\$ 145,568,417	\$ 188,692	\$ 48,000	\$ -	\$ 145,805,109
City of New Rochelle	\$ 265,914,356	\$ 132,186	\$ 30,000	\$ -	\$ 266,076,542
City of Peekskill	\$ 64,618,253	\$ 28,510	\$ 6,000	\$ -	\$ 64,652,763
City of Rye	\$ 148,257,867	\$ 82,392	\$ 3,000	\$ -	\$ 148,343,259
City of White Plains	\$ 277,465,127	\$ 161,280	\$ 30,000	\$ -	\$ 277,656,407
City of Yonkers	\$ 469,021,610	\$ 701,514	\$ 21,000	\$ -	\$ 469,744,124
Town of Bedford	\$ 604,498,822	\$ -	\$ 1,500	\$ -	\$ 604,500,322
Town of Cortlandt	\$ 110,902,625	\$ 307,211	\$ 10,500	\$ -	\$ 111,220,336
Town of Eastchester	\$ 101,038,667	\$ 133,003	\$ 7,500	\$ -	\$ 101,179,170
Town of Greenburgh	\$ 26,314,866,823	\$ 23,883,448	\$ 25,500	\$ -	\$ 26,338,775,771
Town of Harrison	\$ 126,271,039	\$ 91,800	\$ 1,500	\$ -	\$ 126,364,339
Town of Lewisboro	\$ 295,673,876	\$ 21,600	\$ 1,500	\$ -	\$ 295,696,976
Town of Mamaroneck	\$ 12,460,694,431	\$ 10,916,786	\$ -	\$ -	\$ 12,471,611,217
Town of Mount Kisco	\$ 290,802,018	\$ -	\$ 1,500	\$ -	\$ 290,803,518
Town of Mount Pleasant	\$ 146,124,199	\$ 239,940	\$ 4,500	\$ -	\$ 146,368,639
Town of New Castle	\$ 1,085,534,650	\$ -	\$ -	\$ -	\$ 1,085,534,650
Town of North Castle	\$ 121,874,641	\$ 34,450	\$ 1,500	\$ -	\$ 121,910,591
Town of North Salem	\$ 1,847,867,260	\$ 35,978	\$ 1,500	\$ -	\$ 1,847,904,738
Town of Ossining	\$ 6,708,261,349	\$ 2,613,004	\$ 7,500	\$ -	\$ 6,710,881,853
Town of Pelham	\$ 4,435,331,123	\$ 1,317,063	\$ 1,500	\$ -	\$ 4,436,649,686
Town of Pound Ridge	\$ 382,114,985	\$ -	\$ -	\$ -	\$ 382,114,985
Town of Rye	\$ 9,674,500,098	\$ 8,344,304	\$ 6,000	\$ -	\$ 9,682,850,402
Town of Scarsdale	\$ 9,298,864,022	\$ 8,100,588	\$ -	\$ 4,052,970	\$ 9,311,017,580
Town of Somers	\$ 493,277,883	\$ 23,658	\$ 3,000	\$ -	\$ 493,304,541
Town of Yorktown	\$ 130,297,900	\$ 341,455	\$ 4,500	\$ -	\$ 130,643,855
<b>TOTALS:</b>	<b>\$ 75,999,642,041</b>			<b>\$ -</b>	<b>\$ 76,061,611,373</b>

**NOTE:**

Chapter 280 of the Laws of 1985 requires that counties wishing to use equalization rates calculated by the then Office of Real Property Services add certain "fixed-dollar" exemptions back to stated taxable value when apportioning the county tax levy. Individual municipalities will, however, continue to use the stated taxable value to set the tax rate.

<b>2024 CHANGE IN COUNTY EQUALIZATION RATES</b>			
<b>MUNICIPALITY</b>	<b>2023 RATE</b>	<b>2024 RATE</b>	<b>% CHANGE</b>
City of Mount Vernon	1.71	1.92	12.28%
City of New Rochelle	1.94	1.93	-0.52%
City of Peekskill	2.39	2.37	-0.84%
City of Rye	1.29	1.26	-2.33%
City of White Plains	2.39	2.37	-0.84%
City of Yonkers	1.79	1.78	-0.56%
Town of Bedford	8.49	8.12	-4.36%
Town of Cortlandt	1.22	1.18	-3.28%
Town of Eastchester	0.94	0.91	-3.19%
Town of Greenburgh	100	100	0.00%
Town of Harrison	1.17	1.13	-3.42%
Town of Lewisboro	6.98	6.42	-8.02%
Town of Mamaroneck	100	100	0.00%
Town of Mount Kisco	13.72	14.03	2.26%
Town of Mount Pleasant	1.13	1.07	-5.31%
Town of New Castle	14.80	14.07	-4.93%
Town of North Castle	1.65	1.8	9.09%
Town of North Salem	100	100	0.00%
Town of Ossining	100	100	0.00%
Town of Pelham	100	100	0.00%
Town of Pound Ridge	14.30	12.86	-10.07%
Town of Rye	100	100	0.00%
Town of Scarsdale	76.44	74.94	-1.96%
Town of Somers	9.71	9.78	0.72%
Town of Yorktown	1.72	1.77	2.91%



## 2024 PERCENT CHANGE IN COUNTY FULL VALUE

MUNICIPALITY	2023 COUNTY FULL VALUE	2024 COUNTY FULL VALUE	PERCENT CHANGE
City of Mount Vernon	8,555,006,140	7,594,016,094	-11.23%
City of New Rochelle	13,723,089,897	13,786,349,326	0.46%
City of Peekskill	2,690,178,996	2,727,964,684	1.40%
City of Rye	11,485,421,240	11,773,274,524	2.51%
City of White Plains	11,747,291,172	11,715,460,211	-0.27%
City of Yonkers	26,046,579,721	26,390,119,326	1.32%
Town of Bedford	7,076,379,482	7,444,585,246	5.20%
Town of Cortlandt	9,076,908,443	9,425,452,203	3.84%
Town of Eastchester	10,815,733,617	11,118,590,110	2.80%
Town of Greenburgh	24,328,026,173	26,338,775,771	8.27%
Town of Harrison	10,782,338,889	11,182,684,867	3.71%
Town of Lewisboro	4,225,239,699	4,605,871,900	9.01%
Town of Mamaroneck	11,692,430,984	12,471,611,217	6.66%
Town of Mount Kisco	2,110,288,331	2,072,726,429	-1.78%
Town of Mount Pleasant	12,786,626,018	13,679,312,056	6.98%
Town of New Castle	7,244,801,574	7,715,242,715	6.49%
Town of North Castle	7,350,164,000	6,772,810,611	-7.85%
Town of North Salem	1,694,476,095	1,847,904,738	9.05%
Town of Ossining	6,308,733,555	6,710,881,853	6.37%
Town of Pelham	4,182,501,486	4,436,649,686	6.08%
Town of Pound Ridge	2,652,353,154	2,971,345,140	12.03%
Town of Rye	9,342,959,314	9,682,850,402	3.64%
Town of Scarsdale	12,003,651,826	12,424,629,811	3.51%
Town of Somers	5,082,651,401	5,044,013,712	-0.76%
Town of Yorktown	7,652,549,651	7,381,008,757	-3.55%
<b>TOTALS</b>	<b>230,656,380,857</b>	<b>237,314,131,389</b>	<b>2.89%</b>

## 2024 VILLAGE/TOWN-OUTSIDE BREAKDOWN OF COUNTY TAXABLE ASSESSED VALUE

MUNICIPALITY		TAXABLE ASSESSED VALUE (\$)
TOWN	VILLAGE	
<b>Cortlandt</b>	Buchanan	6,910,725
	Croton	21,478,672
	Unincorporated Area	82,513,258
<b>Eastchester</b>	Bronxville	33,351,924
	Tuckahoe	13,258,696
	Unincorporated Area	54,428,047
<b>Greenburgh</b>	Ardsley	1,426,139,110
	Dobbs Ferry	2,659,423,756
	Elmsford	1,347,308,321
	Hastings	2,499,740,709
	Irvington	2,330,535,219
	Tarrytown	2,800,082,031
	Unincorporated Area	13,251,637,677
<b>Mamaroneck</b>	Larchmont	3,794,818,856
	Mamaroneck	3,229,922,572
	Unincorporated Area	5,435,953,003
<b>Mt. Pleasant</b>	Briarcliff Manor	2,479,455
	Pleasantville	20,852,918
	Sleepy Hollow	18,301,633
	Unincorporated Area	104,490,193
<b>Ossining</b>	Briarcliff Manor	2,447,756,641
	Ossining	2,999,832,040
	Unincorporated Area	1,260,672,668
<b>Pelham</b>	Pelham	1,992,367,086
	Pelham Manor	2,442,964,037
<b>Rye Town</b>	Mamaroneck	3,978,636,970
	Port Chester	2,091,740,125
	Rye Brook	3,604,123,003

**NOTE:**

(1) Harrison, Mt. Kisco and Scarsdale are coterminous town/villages; therefore, there is no village/town outside breakdown for these municipalities.

(2) Unincorporated area represents area outside villages. Pelham and Rye Town do not have unincorporated areas.



**2024  
NEW YORK STATE MANDATED  
TAXABLE ASSESSED VALUES**

<b>MUNICIPALITY</b>	<b>SPECIAL FRANCHISE (\$)</b>	<b>CEILING RAILROADS (\$)</b>	<b>TOTAL (\$)</b>
City of Mount Vernon	12,451,045	0	12,451,045
City of New Rochelle	14,899,496	0	14,899,496
City of Peekskill	4,556,121	0	4,556,121
City of Rye	4,424,513	0	4,424,513
City of White Plains	16,298,433	0	16,298,433
City of Yonkers	28,063,477	0	28,063,477
Town of Bedford	5,214,123	0	5,214,123
Town of Cortlandt	5,350,332	44,751	5,395,083
Town of Eastchester	4,640,097	0	4,640,097
Town of Greenburgh	928,239,300	0	928,239,300
Town of Harrison	3,695,400	0	3,695,400
Town of Lewisboro	1,261,805	0	1,261,805
Town of Mamaroneck	248,504,946	0	248,504,946
Town of Mount Kisco	11,250,663	0	11,250,663
Town of Mount Pleasant	5,671,241	0	5,671,241
Town of New Castle	23,518,744	0	23,518,744
Town of North Castle	2,039,906	0	2,039,906
Town of North Salem	10,095,300	0	10,095,300
Town of Ossining	274,558,200	0	274,558,200
Town of Pelham	138,038,478	0	138,038,478
Town of Pound Ridge	1,068,497	0	1,068,497
Town of Rye	326,110,514	0	326,110,514
Town of Scarsdale	149,150,755	0	149,150,755
Town of Somers		0	
Town of Yorktown	3,485,965	0	3,485,965

### 2024 NET TAXABLE CHANGES FROM ASSESSORS' ANNUAL REPORTS

MUNICIPALITY	2023 TAXABLE ASSESSED VALUE	ADJUST- MENTS	NET EQUALIZATION CHANGES	ACTUAL PHYSICAL CHANGES	NET CHANGE OF STATE- MANDATED ASSESSMENT	PARTIAL EXEMPT CHANGE	WHOLLY* EXEMPT CHANGE	2024 TAXABLE ASSESSED VALUE
City of Mount Vernon	146,046,963	(14,450)	(795,956)	757,506	(270,864)	(154,782)	257,300	145,568,417
City of New Rochelle	266,036,908	(678,143)	(834,564)	745,344	419,736	225,075	(102,460)	265,914,356
City of Peekskill	64,258,012	(3,500)	(64,486)	277,062	455,805	(304,640)	1,500	64,618,253
City of Rye	148,065,242	-	(1,072,376)	1,164,545	192,773	(92,317)	0	148,257,867
City of White Plains	280,525,842	-	(3,731,905)	(1,060,945)	1,528,526	203,609	(1,718,600)	277,465,127
City of Yonkers	465,411,451	3,422,226	(2,439,003)	1,662,849	2,222,449	(1,258,362)	91,400	469,021,610
Town of Bedford	600,783,118	(650,438)	(4,339,683)	8,129,505	478,566	97,754	(133,250)	604,498,822
Town of Cortlandt	110,391,497	18,841	213,826	20,328	371,505	(113,372)	124,450	110,902,625
Town of Eastchester	101,491,948	(26,679)	(332,389)	352,655	(532,527)	85,659	28,900	101,038,667
Town of Greenburgh	24,300,843,088	15,285,900	1,143,093,500	711,646,900	170,814,000	(26,816,565)	3,735,300	26,314,866,823
Town of Harrison	126,035,665	-	(1,039,314)	1,157,799	223,852	(106,963)	(6,220)	126,271,039
Town of Lewisboro	294,898,631	-	(1,062,100)	1,473,875	184,580	178,890	(163,300)	295,673,876
Town of Mamaroneck	11,680,331,469	2,806	670,313,305	77,114,649	39,091,774	(6,159,572)	(1,923,000)	12,460,694,431
Town of Mount Kisco	289,530,059	(197,140)	(698,770)	758,800	1,896,804	(487,735)	(96,000)	290,802,018
Town of Mount Pleasant	144,212,512	1,500	(249,004)	1,799,546	313,523	46,122	(151,108)	146,124,199
Town of New Castle	1,072,229,133	-	(4,955,452)	16,574,265	2,623,842	(937,138)	(518,100)	1,085,534,650
Town of North Castle	121,241,456	(21,800)	(548,209)	1,176,075	63,040	(35,921)	0	121,874,641
Town of North Salem	1,694,438,617	13,393,600	146,711,870	11,781,530	1,093,200	(19,551,557)	329,500	1,847,867,260
Town of Ossining	6,307,218,945	(6,450,300)	356,242,374	22,286,126	55,395,600	(26,431,396)	2,366,900	6,708,261,349
Town of Pelham	4,180,977,622	-	223,040,783	16,279,300	13,885,782	1,147,636	0	4,435,331,123
Town of Pound Ridge	379,286,501	(96,580)	(747,220)	4,066,311	113,459	(507,486)	(152,400)	382,114,985
Town of Rye	9,334,213,104	12,608,600	280,142,270	21,255,875	51,303,133	(25,022,884)	0	9,674,500,098
Town of Scarsdale	9,165,980,480	-	(14,401,986)	134,780,756	19,678,141	(7,173,369)	27,100,000	9,298,864,022
Town of Somers	493,498,793	-	(739,444)	1,429,045	156,341	(1,066,852)	55,100	493,277,883
Town of Yorktown	131,230,208	-	(1,318,460)	614,103	(365,224)	137,273	(1,100)	130,297,900
<b>TOTALS:</b>	<b>71,899,177,264</b>							<b>75,999,642,041</b>

\* Although listed, this value is not included in determining Taxable Assessed Value. This is a value added to make taxpayers aware of increases or decreases in the amount of wholly exempt property

2024 GROSS ASSESSMENT ROLL					
MUNICIPALITY	TAXABLE	PARTIAL	WHOLLY	GROSS ROLL	EXEMPTIONS
	ASSESSED VALUE	EXEMPTIONS	EXEMPT		AS % OF
					GROSS ROLL
City of Mount Vernon	145,568,417	6,320,115	39,511,457	191,399,989	24%
City of New Rochelle	265,914,356	3,929,875	98,412,790	368,257,021	28%
City of Peekskill	64,618,253	2,750,618	60,005,157	127,374,028	49%
City of Rye	148,257,867	731,027	21,832,262	170,821,156	13%
City of White Plains	277,465,127	10,472,436	121,576,267	409,513,830	32%
City of Yonkers	469,021,610	20,635,634	238,973,317	728,630,561	36%
Town of Bedford	604,498,822	6,021,102	66,621,840	677,141,764	11%
Town of Cortlandt*	110,902,625	-14,382,626	67,511,877	164,031,876	32%
Town of Eastchester	101,038,667	1,046,638	17,896,080	119,981,385	16%
Town of Greenburgh	26,314,866,823	460,927,463	3,858,116,914	30,633,911,200	14%
Town of Harrison	126,271,039	928,870	50,754,193	177,954,102	29%
Town of Lewisboro	295,673,876	4,844,978	16,486,700	317,005,554	7%
Town of Mamaroneck	12,460,694,431	118,842,950	761,488,373	13,341,025,754	7%
Town of Mount Kisco	290,802,018	5,133,743	55,503,800	351,439,561	17%
Town of Mount Pleasant	146,124,199	1,941,373	56,585,833	204,651,405	29%
Town of New Castle	1,085,534,650	8,376,159	60,960,902	1,154,871,711	6%
Town of North Castle	121,874,641	807,794	20,853,530	143,535,965	15%
Town of North Salem	1,847,867,260	134,420,540	149,192,900	2,131,480,700	13%
Town of Ossining	6,708,261,349	190,828,751	760,086,500	7,659,176,600	12%
Town of Pelham	4,435,331,123	71,419,409	220,807,700	4,727,558,232	6%
Town of Pound Ridge	382,114,985	6,542,745	23,347,711	412,005,441	7%
Town of Rye	9,674,500,098	312,308,350	971,177,800	10,957,986,248	12%
Town of Scarsdale	9,298,864,022	46,429,338	866,445,925	10,211,739,285	9%
Town of Somers	493,277,883	14,793,277	42,606,150	550,677,310	10%
Town of Yorktown	130,297,900	3,570,426	21,083,403	154,951,729	16%
*Indian Point is Exempt but on Roll Section 6 which is taxable					

## PERSONAL EXEMPTION INFORMATION

### Disability Exemption

New York State law (section 459-c of the Real Property Tax Law) gives local governments and public school districts the option of granting a reduction in the amount of property taxes paid by qualifying persons with disabilities.

For additional information, go to <http://www.tax.ny.gov/pit/property/exemption/disablexempt.htm>.

In the following table, the lower figure in each case indicates the maximum income at which an eligible homeowner may receive a 50% exemption. The higher figure is the maximum at which an eligible homeowner may receive a 5% exemption under the sliding scale. The sliding scale provides for decreasing exemption percentages to a minimum of 5% as income increases. The Cooperative (Co-op) column indicates whether this exemption is available to cooperative apartment residents.

<b>Municipality</b>	<b>Co-op</b>	<b>2024 Municipality</b>	<b>2024 School</b>
Westchester County	YES	\$50,000.00 to \$58,399.99	N/A
City of Mount Vernon	YES	\$29,000.00 to \$37,399.99	\$29,000.00 to \$37,399.99
City of New Rochelle	YES	\$50,000.00 to \$58,399.99	\$29,000.00 to \$37,399.99
City of Peekskill	YES	\$29,000.00 to \$37,399.99	\$29,000.00 to \$37,399.99
City of Rye	YES	\$50,000.00 to \$58,399.99	Varies by District
City of White Plains	NO	\$17,500.00 to \$32,400.00	\$17,500.00 to \$32,400.00
City of Yonkers	YES	\$50,000.00 to \$58,399.99	\$50,000.00 to \$58,399.99
Town of Bedford	NO	\$50,000.00 to \$58,399.99	Varies by District
Town of Cortlandt	YES	\$29,000.00 to \$37,399.99	\$29,000.00 to \$37,399.99
Town of Eastchester	YES	\$29,000.00 to \$37,399.99	\$29,000.00 to \$37,399.99
Town of Greenburgh	YES	\$50,000.00 to \$58,399.99	\$50,000.00 to \$58,399.99
Town of Harrison	YES*	\$29,000.00 to \$37,399.99	\$29,000.00 to \$37,399.99
Town of Lewisboro	YES	\$50,000.00 to \$58,399.99	\$50,000.00 to \$58,399.99
Town of Mamaroneck	YES	\$50,000.00 to \$58,399.99	\$50,000.00 to \$58,399.99
Town of Mount Kisco	NO	\$29,000.00 to \$37,399.99	\$29,000.00 to \$37,399.99
Town of Mount Pleasant	YES	\$29,000.00 to \$37,399.99	\$29,000.00 to \$37,399.99
Town of New Castle	NO	\$50,000.00 to \$58,399.99	\$29,000.00 to \$37,399.99
Town of North Castle	NO	\$50,000.00 to \$58,399.99	\$50,000.00 to \$58,399.99
Town of North Salem	YES	\$50,000.00 to \$58,399.99	\$50,000.00 to \$58,399.99
Town of Ossining	YES	\$50,000.00 to \$58,399.99	\$29,000.00 to \$37,399.99
Town of Pelham	NO	Exemption Not Adopted	Exemption Not Adopted
Town of Pound Ridge	NO	\$50,000.00 to \$58,399.99	\$29,000.00 to \$37,399.99
Town of Rye	NO	\$29,000.00 to \$37,399.99	\$29,000.00 to \$37,399.99
Town of Scarsdale	YES	\$50,000.00 to \$58,399.99	\$50,000.00 to \$58,399.99
Town of Somers	YES**	\$29,000.00 to \$37,399.99	Varies by District
Town of Yorktown	YES	\$50,000.00 to \$58,399.99	Varies by District

\*Harrison Central School District does not offer to Co-ops

\*\*Somers CSD, North Salem CSD, and Lakeland CSD do not offer to Co-ops

## PERSONAL EXEMPTION INFORMATION

### Senior Citizen Exemption

New York State Real Property Tax Law, section 467, gives local governments and public school districts the option of granting a reduction on the amount of property taxes paid by qualifying senior citizens.

For additional information, go to <https://www.tax.ny.gov/pit/property/exemption/seniorexempt.htm>

In the following table, the lower figure in each case indicates the maximum income at which an eligible homeowner may receive a 50% exemption. The higher figure is the maximum at which an eligible homeowner may receive a 5% exemption under the sliding scale. The sliding scale provides for decreasing exemption percentages to a minimum of 5% as income increases. The Cooperative (Co-op) column indicates whether this exemption is available to cooperative apartment residents.

<b>Municipality</b>	<b>Co-op</b>	<b>2024 Municipalities</b>	<b>2024 School District(s)</b>
Westchester County	YES	\$50,000.00 to \$58,399.99	N/A
City of Mount Vernon	NO	\$29,000.00 to \$37,399.99	\$29,000.00 to \$37,399.99
City of New Rochelle	YES	\$50,000.00 to \$58,399.99	\$29,000.00 to \$37,399.99
City of Peekskill	YES*	\$29,000.00 to \$37,399.99	\$29,000.00 to \$37,399.99
City of Rye	YES	\$29,000.00 to \$37,399.99	\$29,000.00 to \$37,399.99
City of White Plains	NO	\$17,500.00 to \$32,400.00	\$17,500.00 to \$32,400.00
City of Yonkers	YES	\$50,000.00 to \$58,399.99	\$50,000.00 to \$58,399.99
Town of Bedford	NO	\$50,000.00 to \$58,399.99	Varies by District
Town of Cortlandt	YES	\$29,000.00 to \$37,399.99	Varies by District
Town of Eastchester	YES	\$29,000.00 to \$37,399.99	\$29,000.00 to \$37,399.99
Town of Greenburgh	YES	\$50,000.00 to \$58,399.99	\$29,000.00 to \$37,399.99
Town of Harrison	NO	\$29,000.00 to \$37,399.99	\$29,000.00 to \$37,399.99
Town of Lewisboro	YES	\$50,000.00 to \$58,399.99	\$29,000.00 to \$37,399.99
Town of Mamaroneck	YES	\$50,000.00 to \$58,399.99	\$50,000.00 to \$58,399.99
Town of Mount Kisco	YES**	\$29,000.00 to \$37,399.99	\$29,000.00 to \$37,399.99
Town of Mount Pleasant	YES	\$50,000.00 to \$58,399.99	Varied by District
Town of New Castle	NO	\$50,000.00 to \$58,399.99	\$29,000.00 to \$37,399.99
Town of North Castle	NO	\$50,000.00 to \$58,399.99	\$29,000.00 to \$37,399.99
Town of North Salem	YES	\$50,000.00 to \$58,399.99	\$50,000.00 to \$58,399.99
Town of Ossining	YES	\$50,000.00 to \$58,399.99	\$29,000.00 to \$37,399.99
Town of Pelham	YES	\$50,000.00 to \$58,399.99	\$50,000.00 to \$58,399.99
Town of Pound Ridge	NO	\$50,000.00 to \$58,399.99	Varies by District
Town of Rye	NO	\$29,000.00 to \$37,399.99	\$29,000.00 to \$37,399.99
Town of Scarsdale	YES	\$50,000.00 to \$58,399.99	\$50,000.00 to \$58,399.99
Town of Somers	YES	\$29,000.00 to \$37,399.99	\$29,000.00 to \$37,399.99
Town of Yorktown	YES	\$50,000.00 to \$58,399.99	\$29,000.00 to \$37,399.99

\*Not in the School Districts

\*\* Only in the school district



## PERSONAL EXEMPTION INFORMATION

### STAR

STAR is New York State's School Tax Relief Program that includes a STAR credit check or a partial property tax exemption from school taxes. It is available on a property owner's primary residence whether it's a condominium, cooperative apartment, manufactured home, farm dwelling, apartment building or mixed-use property where the property owner owns and lives in their home. New Yorkers who are receiving the STAR exemption and purchased their current home prior to May 1, 2014 may continue to receive the STAR exemption. New Yorkers who purchased their home between May 1, 2014 and August 1, 2015 may need to register to receive a STAR credit. New Yorkers who purchased their home after August 1, 2015 need to register to receive a STAR credit.

There are two (2) STAR property tax exemptions and credits: The **Basic STAR** exemption is available for owner-occupied, primary residences regardless of the owners' ages. The **Enhanced STAR** exemption is available for the primary residences of senior citizens (age 65 and older).

However, to be eligible for the tax rebate and either of these two (2) exemptions or credits the combined income of owner(s) who reside at the property, and any spouse who resides at the property, must not exceed the income limit applicable to each rebate, exemption or credit. For additional information, go to <https://www.tax.ny.gov/pit/property/star/eligibility.htm>

#### Maximum 2024-2025 STAR savings by Municipality

Municipal name	School district name	Class	Basic	Enhanced
City of Mt Vernon	Mount Vernon	-	\$1,634	\$4,360
City of New Rochelle	New Rochelle	-	\$1,392	\$3,592
City of Peekskill	Hendrick Hudson	-	\$1,379	\$3,226
City of Peekskill	Peekskill	-	\$1,725	\$3,958
City of Rye	Rye	-	\$796	\$1,853
City of Rye	Rye Neck	H	\$1,238	\$2,882
City of Rye	Rye Neck	N	\$1,411	\$3,314
City of White Plains	White Plains	-	\$1,473	\$3,416
City of Yonkers	Yonkers	-	\$902	\$2,318
Town of Bedford	Bedford	-	\$1,219	\$2,442
Town of Bedford	Byram Hills	-	\$1,234	\$2,564
Town of Bedford	Katonah-Lewisboro	-	\$1,595	\$3,711
Town of Cortlandt	Croton-Harmon	-	\$1,553	\$3,704
Town of Cortlandt	Hendrick Hudson	-	\$1,375	\$3,317
Town of Cortlandt	Lakeland	-	\$1,818	\$4,420
Town of Cortlandt	Putnam Valley	-	\$2,000	\$4,525
Town of Cortlandt	Yorktown	-	\$1,776	\$4,318
Town of Eastchester	Eastchester	-	\$1,373	\$3,205
Town of Eastchester	Tuckahoe	-	\$1,437	\$3,352
Town of Eastchester (Bronxville)	Bronxville	-	\$1,123	\$2,612
Town of Greenburgh	Ardley	-	\$1,644	\$4,128
Town of Greenburgh	Dobbs Ferry	-	\$1,674	\$4,124
Town of Greenburgh	Edgemont	-	\$1,646	\$3,830
Town of Greenburgh	Elmsford	-	\$1,417	\$3,427
Town of Greenburgh	Greenburgh	-	\$1,173	\$2,776
Town of Greenburgh	Hastings On Hudson	-	\$1,628	\$3,973
Town of Greenburgh	Irvington	-	\$1,605	\$3,735
Town of Greenburgh	Pocantico Hills	-	\$708	\$1,717

**Maximum 2024-2025 STAR savings by Municipality**

<b>Municipal name</b>	<b>School district name</b>	<b>Class</b>	<b>Basic</b>	<b>Enhanced</b>
Town of Greenburgh	Tarrytowns	-	\$1,582	\$4,061
Town of Greenburgh	Valhalla	-	\$1,475	\$3,373
Town of Harrison	Harrison	-	\$1,047	\$2,232
Town of Lewisboro	Katonah-Lewisboro	-	\$1,634	\$3,559
Town of Mamaroneck	Mamaroneck	-	\$1,064	\$2,557
Town of Mamaroneck	Scarsdale	-	\$1,201	\$2,693
Town of Mount Kisco	Bedford	-	\$1,224	\$2,452
Town of Mount Pleasant	Briarcliff Manor	-	\$1,728	\$3,962
Town of Mount Pleasant	Byram Hills	-	\$1,242	\$2,589
Town of Mount Pleasant	Chappaqua	-	\$1,715	\$3,558
Town of Mount Pleasant	Mount Pleasant	-	\$1,520	\$3,152
Town of Mount Pleasant	Pleasantville	-	\$1,653	\$3,995
Town of Mount Pleasant	Pocantico Hills	-	\$746	\$1,742
Town of Mount Pleasant	Tarrytowns	-	\$1,711	\$4,073
Town of Mount Pleasant	Valhalla	-	\$1,595	\$3,458
Town of New Castle	Bedford	-	\$1,212	\$2,429
Town of New Castle	Byram Hills	-	\$1,272	\$2,592
Town of New Castle	Chappaqua	-	\$1,702	\$3,676
Town of New Castle	Ossining	-	\$1,888	\$4,250
Town of New Castle	Pleasantville	-	\$1,607	\$3,960
Town of New Castle	Yorktown	-	\$1,708	\$4,138
Town of North Castle	Bedford	-	\$1,225	\$2,457
Town of North Castle	Byram Hills	-	\$1,273	\$2,621
Town of North Castle	Harrison	-	\$995	\$2,130
Town of North Castle	Mount Pleasant	-	\$1,472	\$2,951
Town of North Castle	Valhalla	-	\$1,591	\$3,314
Town of North Salem	Katonah-Lewisboro	-	\$1,536	\$3,419
Town of North Salem	North Salem	-	\$1,528	\$3,061
Town of Ossining	Briarcliff Manor	-	\$1,630	\$3,978
Town of Ossining	Ossining	-	\$1,707	\$4,304
Town of Pelham	Pelham	H	\$1,455	\$3,386
Town of Pelham	Pelham	N	\$1,964	\$4,570
Town of Pound Ridge	Bedford	-	\$1,175	\$2,354
Town of Pound Ridge	Katonah-Lewisboro	-	\$1,573	\$3,536
Town of Rye	Blind Brook-Rye	H	\$1,360	\$3,091
Town of Rye	Blind Brook-Rye	N	\$2,122	\$4,634
Town of Rye	Harrison	-	\$978	\$2,161
Town of Rye	Port Chester-Rye	H	\$1,040	\$2,667
Town of Rye	Port Chester-Rye	N	\$1,675	\$3,991
Town of Rye	Rye Neck	H	\$1,213	\$2,975
Town of Rye	Rye Neck	N	\$1,532	\$3,702
Town of Scarsdale	Scarsdale	-	\$1,218	\$2,759
Town of Somers	Lakeland	-	\$1,768	\$4,388
Town of Somers	North Salem	-	\$1,591	\$3,226
Town of Somers	Somers	-	\$1,652	\$3,409
Town of Yorktown	Croton-Harmon	-	\$1,528	\$3,650
Town of Yorktown	Lakeland	-	\$1,792	\$4,357
Town of Yorktown	Ossining	-	\$1,873	\$4,160
Town of Yorktown	Yorktown	-	\$1,766	\$4,255



## **PERSONAL EXEMPTION INFORMATION**

### **Veteran Exemption**

The Eligible Funds Veterans' real property tax exemption (Real Property Tax Law, section 458) provides a partial exemption where property owned by a Veteran or certain other persons designated in the law has been purchased with pension, bonus, or insurance monies, referred to as "eligible funds." Another exemption, known as the Alternative Veterans' Exemption (Real Property Tax Law, section 458-a), is available only for residential property of veterans who served during wartime or received an expeditionary medal. In 2014 School Districts were given the option to adopt a resolution allowing the application of the alternative veterans' exemption to school taxes. Also the Cold War Veterans' Exemption (Real Property Tax Law 458-b), is available to veterans who served on active duty (exclusive of training) in the United States armed forces between September 2, 1945 and December 26, 1991, and who are not currently receiving either the eligible funds or Alternative Veterans' exemption. For additional information, go to <http://www.tax.ny.gov/pit/property/exemption/vetexempt.htm>

As it pertains to the Alternative Veterans' Exemption, a qualified residential parcel receives an exemption equal to 15% of its assessed value or the first figure in the table below for the municipality or school district multiplied by the applicable equalization rate, whichever is less. An additional exemption equal to 10% of its assessed value or the middle figure in the table below for the municipality multiplied by the applicable equalization rate, which ever is less, is available to eligible combat Veterans. Where a Veteran has received a service-connected disability rating from the Veterans' Administration or the Department of Defense, there is an additional exemption which is equal to one-half of the disability rating, multiplied by the assessed value of the property or the last figure in the table below for the municipality multiplied by the applicable equalization rate, which ever is less.

<b>Alternative Veterans Exemption</b>		
<b>Municipality</b>	<b>Co-op Eligibility</b>	<b>2024</b>
Westchester County	YES	75,000/50,000/250,000
City of Mount Vernon	NO	54,000/36,000/180,000
City of New Rochelle	YES	75,000/50,000/250,000
City of Peekskill	YES	54,000/36,000/180,000
City of Rye	YES	75,000/50,000/250,000
City of White Plains	NO	27,000/45,000/90,000
City of Yonkers	YES	75,000/50,000/250,000
Town of Bedford	NO	54,000/36,000/180,000
Town of Cortlandt	YES	75,000/50,000/250,000
Town of Eastchester	YES	75,000/50,000/250,000
Town of Greenburgh	YES	75,000/50,000/250,000
Town of Harrison	YES	75,000/50,000/250,000
Town of Lewisboro	YES	75,000/50,000/250,000
Town of Mamaroneck	YES	75,000/50,000/250,000
Town of Mount Kisco	YES	36,000/24,000/120,000
Town of Mount Pleasant	YES	75,000/50,000/250,000
Town of New Castle	NO	75,000/50,000/250,000
Town of North Castle	NO	75,000/50,000/250,000
Town of North Salem	YES	75,000/50,000/250,000
Town of Ossining	YES	54,000/36,000/180,000
Town of Pelham	YES	75,000/50,000/250,000
Town of Pound Ridge	NO	75,000/50,000/250,000
Town of Rye	YES	75,000/50,000/250,000
Town of Scarsdale	YES	75,000/50,000/250,000
Town of Somers	NO	75,000/50,000/250,000
Town of Yorktown	YES	75,000/50,000/250,000

Alternative Veterans Exemption		
School District	Co-op Eligibility	2024
Bedford CSD*	YES	36,000/24,000/120,000
Blind Brook-Rye UFSD*	NO	54,000/36,000/180,000
Briarcliff Manor UFSD	YES	12,000/8,000/40,000
Byram Hills CSD	NO	12,000/8,000/40,000
Chappaqua CSD	NO	12,000/8,000/40,000
Croton- Harmon SD	YES	12,000/8,000/40,000
Harrison CSD	YES	75,000/50,000/250,000
Hastings UFSD	YES	12,000/20,000/40,000
Hendrick Hudson UFSD	N/A	Not Offered
Katonah/Lewisboro UFSD	YES	75,000/50,000/250,000
Lakeland CSD	NO	12,000/8,000/40,000
Mamaroneck UFSD	YES	39,000/26,000/130,000
Mount Pleasant SD	YES	12,000/8,000/40,000
Mount Vernon SD	NO	54,000/36,000/180,000
New Rochelle SD	YES	54,000/36,000/180,000
North Salem CSD	YES	75,000/50,000/250,000
Ossining UFSD*	YES	12,000/8,000/40,000
Peekskill City SD	NO	12,000/8,000/40,000
Pelham Public Schools	YES	75,000/50,000/250,000
Pleasantville UFSD	NO	12,000/8,000/40,000
Pocantico Hills CSD	YES	12,000/20,000/40,000
Port Chester Rye UFSD*	NO	12,000/8,000/40,000
Putnam Valley CSD	NO	12,000/8,000/40,000
Rye City School District	YES	75,000/50,000/250,000
Rye Neck Schools	NO	12,000/8,000/40,000
Scarsdale UFSD	YES	12,000/8,000/40,000
Somers CSD	NO	12,000/8,000/40,000
Tarrytown SD	YES	12,000/8,000/40,000
Valhalla UFSD	YES	12,000/20,000/40,000
White Plains City SD	YES	12,000/20,000/40,000
Yonkers Public Schools	YES	75,000/50,000/250,000
Yorktown CSD	NO	12,000/8,000/40,000

\*Extended to Gold Star Parents

As it pertains to the Cold War Veterans' Exemption, a qualified residential parcel receives an exemption equal to 10% or 15% of its assessed value or the first figure in the table below for the municipality multiplied by the applicable equalization rate, whichever is less. Where a Veteran has received a service-connected disability rating from the Veterans' Administration or the Department of Defense, there is an additional exemption which is equal to one-half of the disability rating, multiplied by the assessed value of the property or the last figure in the table below for the municipality multiplied by the applicable equalization rate, which ever is less.

<b>Cold War Veterans Exemption</b>			
<b>Municipality</b>	<b>Co-op Eligibility</b>	<b>Percentage</b>	<b>2024</b>
Westchester County	YES	15%	75,000/250,000
City of Mount Vernon	YES	15%	54,000/180,000
City of New Rochelle	YES	15%	75,000/250,000
City of Peekskill	NO	15%	54,000/180,000
City of Rye	YES	15%	75,000/250,000
City of White Plains	NO	15%	12,000/40,000
City of Yonkers	YES	15%	75,000/250,000
Town of Bedford	NO	15%	54,000/180,000
Town of Cortlandt	YES	15%	75,000/250,000
Town of Eastchester	YES	15%	75,000/250,000
Town of Greenburgh	YES	15%	75,000/250,000
Town of Harrison	YES	15%	75,000/250,000
Town of Lewisboro	N/A	N/A	Not Adopted
Town of Mamaroneck	YES	15%	75,000/250,000
Town of Mount Kisco	NO	N/A	Not Adopted
Town of Mount Pleasant*	YES	15%	75,000/250,000
Town of New Castle	NO	15%	75,000/250,000
Town of North Castle	NO	15%	75,000/250,000
Town of North Salem	NO	15%	75,000/250,000
Town of Ossining*	YES	15%	12,000/40,000
Town of Pelham	YES	15%	75,000/250,000
Town of Pound Ridge	NO	15%	12,000/40,000
Town of Rye	NO	15%	75,000/250,000
Town of Scarsdale	YES	15%	75,000/250,000
Town of Somers	NO	15%	75,000/250,000
Town of Yorktown	NO	15%	75,000/250,000

\* The Cold War Veteran's Exemption has not been adopted in the Village of Briarcliff Manor.

## **PERSONAL EXEMPTION INFORMATION**

### **Volunteer Firefighter or Volunteer Ambulance Worker Exemption**

Section 466-a of the Real Property Tax Law authorizes the governing body of a county, city, town, village, or school district to partially exempt the residence of a volunteer firefighter or volunteer ambulance worker. The firefighter's exemption does not apply if the area served by the company encompasses an area served by five or more professional firefighters. The ambulance worker's exemption does not apply if the area served by the company encompasses an area served by five or more professional ambulance workers.

For additional information, go to

[https://www.tax.ny.gov/research/property/assess/manuals/vol4/pt1/sec4\\_01/sec466\\_a.htm](https://www.tax.ny.gov/research/property/assess/manuals/vol4/pt1/sec4_01/sec466_a.htm)

The following table indicates which municipalities have adopted this exemption.

<b>Municipality</b>	<b>Adopted Exemption</b>
Westchester County	YES
City of Mount Vernon	NO
City of New Rochelle	NO
City of Peekskill	NO
City of Rye	YES
City of White Plains	NO
City of Yonkers	NO
Town of Bedford	YES
Town of Cortlandt	YES
Town of Eastchester	NO
Town of Greenburgh	YES
Town of Harrison	YES
Town of Lewisboro	YES
Town of Mamaroneck	YES
Town of Mount Kisco	YES
Town of Mount Pleasant	YES
Town of New Castle	YES
Town of North Castle	YES
Town of North Salem	YES
Town of Ossining	YES
Town of Pelham	NO
Town of Pound Ridge	YES
Town of Rye	YES
Town of Scarsdale	NO
Town of Somers	YES
Town of Yorktown	YES

2024											
PROPERTY CLASSIFICATION BREAKDOWN BY GROSS ASSESSED VALUE											
MUNICIPALITY	(100)	(200)	(300)	(400)	(500)	(600)	(700)	(800)	(900)		
	AGRICULTURE	RESIDENTIAL	VACANT LAND	COMMERCIAL	RECREATION & ENTERTAINMENT	COMMUNITY SERVICES	INDUSTRIAL	PUBLIC SERVICE	WILD AND FORESTED LAND	OTHER	TOTAL
City of Mount Vernon	0	82,642,509	2,814,961	46,618,214	1,590,550	29,845,157	10,581,394	17,316,154	5,500	0	191,414,439
City of New Rochelle	0	187,046,093	3,355,765	91,780,920	4,499,820	53,135,769	1,553,840	26,239,814	645,000	0	368,257,021
City of Peekskill	0	41,057,199	755,705	23,800,783	308,350	7,517,875	1,053,503	52,376,563	504,050	0	127,374,028
City of Rye	0	120,519,963	1,533,212	16,303,735	8,387,841	13,687,342	37,500	10,068,913	282,650	0	170,821,156
City of White Plains	197,500	121,815,016	3,431,097	166,099,261	2,029,425	91,715,030	338,175	21,324,559	2,563,767	0	409,513,830
City of Yonkers	0	279,203,119	11,846,095	203,729,122	12,577,600	155,094,211	3,417,690	60,812,024	1,950,700	0	728,630,561
Town of Bedford	6,113,610	533,886,340	16,310,543	44,515,755	2,811,515	47,446,995	1,430,400	18,868,906	5,757,700	0	677,141,764
Town of Cortlandt	36,525	83,828,835	1,359,904	13,550,862	774,495	33,303,850	283,270	29,229,592	1,664,573	0	164,031,906
Town of Eastchester	7,850	72,235,116	2,254,064	24,033,011	1,417,850	12,695,910	93,920	7,197,564	46,100	0	119,981,385
Town of Greenburgh	13,454,200	17,515,327,200	388,950,400	7,176,725,400	211,143,600	3,346,789,400	142,566,700	1,588,060,300	250,893,100	0	30,633,910,300
Town of Harrison	0	100,379,923	1,331,036	20,803,214	1,779,370	44,664,688	0	8,154,226	841,645	0	177,954,102
Town of Lewisboro	2,405,512	275,262,460	5,820,520	7,770,445	1,331,620	13,220,800	0	6,851,997	3,982,300	0	316,645,654
Town of Mamaroneck	0	10,702,365,675	92,548,836	1,467,053,496	118,712,100	469,500,973	22,120,000	380,804,574	87,920,100	0	13,341,025,754
Town of Mount Kisco	0	134,877,572	5,865,979	129,090,869	12,970,285	47,151,100	6,951,630	14,391,026	141,100	0	351,439,561
Town of Mount Pleasant	33,750	102,458,612	5,109,381	22,390,429	1,274,161	46,943,793	880,910	25,477,519	82,850	0	204,651,405
Town of New Castle	89,300	980,611,266	18,511,632	41,293,195	6,008,306	52,388,197	2,461,350	44,865,609	8,642,856	0	1,154,871,711
Town of North Castle	497,820	95,588,744	1,768,355	19,769,749	567,546	10,841,940	291,600	12,822,036	1,388,175	0	143,535,965
Town of North Salem	70,984,700	1,569,033,600	85,468,000	61,056,300	35,164,000	71,683,200	0	185,858,500	52,232,400	0	2,131,480,700
Town of Ossining	0	4,746,377,500	97,159,000	1,633,670,100	50,645,000	699,770,900	16,544,400	361,988,100	53,021,600	0	7,659,176,600
Town of Pelham	0	3,897,926,000	8,060,000	436,148,600	23,469,200	177,836,700	16,033,000	159,168,732	8,916,000	0	4,727,558,232
Town of Pound Ridge	456,500	360,412,931	11,551,674	6,067,790	1,739,400	8,744,771	0	10,380,411	12,651,964	0	412,005,441
Town of Rye	0	7,609,525,872	88,075,963	1,937,517,063	60,311,300	456,122,000	3,790,600	773,772,250	28,871,200	0	10,957,986,248
Town of Scarsdale	0	8,741,967,555	125,392,569	325,116,310	37,074,165	728,863,625	0	182,425,061	70,900,000	0	10,211,739,285
Town of Somers	3,435,250	434,429,045	6,133,280	36,506,175	2,005,050	39,572,360	0	24,620,050	3,976,100	0	550,677,310
Town of Yorktown	383,950	103,689,598	1,660,725	20,986,379	528,800	13,904,444	204,800	10,598,913	2,994,120	0	154,951,729
NOTE: This table should only be used for analysis within a municipality. It can not be used to compare municipalities because figures have not been adjusted for level of assessment.											

2024  
BREAKDOWN OF GROSS AV  
BY PERCENTAGE WITHIN PROPERTY CLASS

MUNICIPALITY	(100) AGRICULTURE	(200) RESIDENTIAL	(300) VACANT LAND	(400) COMMERCIAL	(500) RECREATION & ENTERTAINMENT	(600) COMMUNITY SERVICES	(700) INDUSTRIAL	(800) PUBLIC SERVICE	(900) WILD AND FORESTED LAND	OTHER	TOTAL
City of Mount Vernon	0.0000%	43.1746%	1.4706%	24.3546%	0.8309%	15.5919%	5.5280%	9.0464%	0.0029%	0.0000%	100%
City of New Rochelle	0.0000%	50.7923%	0.9113%	24.9231%	1.2219%	14.4290%	0.4219%	7.1254%	0.1751%	0.0000%	100%
City of Peekskill	0.0000%	32.2336%	0.5933%	18.6857%	0.2421%	5.9022%	0.8271%	41.1203%	0.3957%	0.0000%	100%
City of Rye	0.0000%	70.5533%	0.8976%	9.5443%	4.9103%	8.0127%	0.0220%	5.8944%	0.1655%	0.0000%	100%
City of White Plains	0.0482%	29.7463%	0.8378%	40.5601%	0.4956%	22.3961%	0.0826%	5.2073%	0.6261%	0.0000%	100%
City of Yonkers	0.0000%	38.3189%	1.6258%	27.9606%	1.7262%	21.2857%	0.4691%	8.3461%	0.2677%	0.0000%	100%
Town of Bedford	0.9029%	78.8441%	2.4087%	6.5741%	0.4152%	7.0070%	0.2112%	2.7866%	0.8503%	0.0000%	100%
Town of Cortlandt	0.0223%	51.1052%	0.8290%	8.2611%	0.4722%	20.3033%	0.1727%	17.8195%	1.0148%	0.0000%	100%
Town of Eastchester	0.0065%	60.2053%	1.8787%	20.0306%	1.1817%	10.5816%	0.0783%	5.9989%	0.0384%	0.0000%	100%
Town of Greenburgh	0.0439%	57.1763%	1.2697%	23.4274%	0.6892%	10.9251%	0.4654%	5.1840%	0.8190%	0.0000%	100%
Town of Harrison	0.0000%	56.4078%	0.7480%	11.6902%	0.9999%	25.0990%	0.0000%	4.5822%	0.4730%	0.0000%	100%
Town of Lewisboro	0.7597%	86.9308%	1.8382%	2.4540%	0.4205%	4.1753%	0.0000%	2.1639%	1.2577%	0.0000%	100%
Town of Mamaroneck	0.0000%	80.2215%	0.6937%	10.9966%	0.8898%	3.5192%	0.1658%	2.8544%	0.6590%	0.0000%	100%
Town of Mount Kisco	0.0000%	38.3786%	1.6691%	36.7320%	3.6906%	13.4166%	1.9780%	4.0949%	0.0401%	0.0000%	100%
Town of Mount Pleasant	0.0165%	50.0649%	2.4966%	10.9408%	0.6226%	22.9384%	0.4304%	12.4492%	0.0405%	0.0000%	100%
Town of New Castle	0.0077%	84.9108%	1.6029%	3.5756%	0.5203%	4.5363%	0.2131%	3.8849%	0.7484%	0.0000%	100%
Town of North Castle	0.3468%	66.5957%	1.2320%	13.7734%	0.3954%	7.5535%	0.2032%	8.9330%	0.9671%	0.0000%	100%
Town of North Salem	3.3303%	73.6124%	4.0098%	2.8645%	1.6497%	3.3631%	0.0000%	8.7197%	2.4505%	0.0000%	100%
Town of Ossining	0.0000%	61.9698%	1.2685%	21.3296%	0.6612%	9.1364%	0.2160%	4.7262%	0.6923%	0.0000%	100%
Town of Pelham	0.0000%	82.4511%	0.1705%	9.2257%	0.4964%	3.7617%	0.3391%	3.3668%	0.1886%	0.0000%	100%
Town of Pound Ridge	0.1108%	87.4777%	2.8038%	1.4727%	0.4222%	2.1225%	0.0000%	2.5195%	3.0708%	0.0000%	100%
Town of Rye	0.0000%	69.4427%	0.8038%	17.6813%	0.5504%	4.1625%	0.0346%	7.0613%	0.2635%	0.0000%	100%
Town of Scarsdale	0.0000%	85.6070%	1.2279%	3.1838%	0.3631%	7.1375%	0.0000%	1.7864%	0.6943%	0.0000%	100%
Town of Somers	0.6238%	78.8899%	1.1138%	6.6293%	0.3641%	7.1861%	0.0000%	4.4709%	0.7220%	0.0000%	100%
Town of Yorktown	0.2478%	66.9174%	1.0718%	13.5438%	0.3413%	8.9734%	0.1322%	6.8401%	1.9323%	0.0000%	100%



MUNICIPALITY	2024 BREAKDOWN OF PARCELS BY PROPERTY CLASS										
	(100) AGRICULTURE	(200) RESIDENTIAL	(300) VACANT LAND	(400) COMMERCIAL	(500) RECREATION & ENTERTAINMENT	(600) COMMUNITY SERVICES	(700) INDUSTRIAL	(800) PUBLIC SERVICE	(900) WILD AND FORESTED LAND	OTHER	TOTAL
City of Mount Vernon	0	8,448	784	1,234	49	259	321	65	1	0	11,161
City of New Rochelle	0	12,225	1,066	2,295	58	264	28	88	27	0	16,051
City of Peekskill	0	4,594	300	1,351	18	73	26	41	18	0	6,421
City of Rye	0	3,920	192	706	42	64	2	119	4	0	5,049
City of White Plains	10	8,452	757	4,476	12	169	9	83	71	0	14,039
City of Yonkers	0	24,896	3,402	6,654	68	1,189	49	167	20	0	36,445
Town of Bedford	26	5,119	618	292	6	99	6	83	44	0	6,293
Town of Cortlandt	3	11,773	1,460	1,270	239	146	16	230	193	0	15,330
Town of Eastchester	1	6,638	775	1,673	18	80	7	138	1	0	9,331
Town of Greenburgh	8	18,865	2,083	6,621	141	435	25	626	186	0	28,990
Town of Harrison	0	5,895	449	427	18	79	0	81	127	0	7,076
Town of Lewisboro	26	4,648	762	57	36	221	0	82	43	0	5,875
Town of Mamaroneck	0	6,482	411	1,824	37	84	18	65	64	0	8,985
Town of Mount Kisco	0	1,750	195	742	9	54	12	30	7	0	2,799
Town of Mount Pleasant	2	11,224	1,685	876	43	228	15	329	9	0	14,411
Town of New Castle	1	5,762	596	107	29	72	4	98	138	0	6,807
Town of North Castle	5	3,923	410	216	18	74	7	115	85	0	4,853
Town of North Salem	45	1,807	304	78	25	44	0	95	49	0	2,447
Town of Ossining	0	6,849	518	2,464	27	164	7	94	61	0	10,184
Town of Pelham	0	3,177	89	303	9	57	5	38	26	0	3,704
Town of Pound Ridge	2	1,945	307	34	9	30	0	73	81	0	2,481
Town of Rye	0	8,868	368	1,701	26	104	2	158	32	0	11,259
Town of Scarsdale	0	5,383	239	122	9	162	0	43	2	0	5,960
Town of Somers	27	8,037	825	103	14	139	0	119	78	0	9,342
Town of Yorktown	12	9,985	1,023	2,512	18	195	2	346	324	0	14,417
<b>TOTALS</b>	<b>168</b>	<b>190,665</b>	<b>18,834</b>	<b>38,138</b>	<b>978</b>	<b>4,485</b>	<b>561</b>	<b>3,406</b>	<b>1,691</b>	<b>0</b>	<b>259,710</b>



**2024  
BREAKDOWN OF PARCELS  
BY PERCENTAGE WITHIN PROPERTY CLASS**

MUNICIPALITY	(100) AGRICULTURE	(200) RESIDENTIAL	(300) VACANT LAND	(400) COMMERCIAL	(500) RECREATION & ENTERTAINMENT	(600) COMMUNITY SERVICES	(700) INDUSTRIAL	(800) PUBLIC SERVICE	(900) WILD AND FORESTED LAND	OTHER	TOTAL
City of Mount Vernon	0.00%	75.69%	7.02%	11.06%	0.44%	2.32%	2.88%	0.58%	0.01%	0.00%	100%
City of New Rochelle	0.00%	76.16%	6.64%	14.30%	0.36%	1.64%	0.17%	0.55%	0.17%	0.00%	100%
City of Peekskill	0.00%	71.55%	4.67%	21.04%	0.28%	1.14%	0.40%	0.64%	0.28%	0.00%	100%
City of Rye	0.00%	77.64%	3.80%	13.98%	0.83%	1.27%	0.04%	2.36%	0.08%	0.00%	100%
City of White Plains	0.07%	60.20%	5.39%	31.88%	0.09%	1.20%	0.06%	0.59%	0.51%	0.00%	100%
City of Yonkers	0.00%	68.31%	9.33%	18.26%	0.19%	3.26%	0.13%	0.46%	0.05%	0.00%	100%
Town of Bedford	0.41%	81.34%	9.82%	4.64%	0.10%	1.57%	0.10%	1.32%	0.70%	0.00%	100%
Town of Cortlandt	0.02%	76.80%	9.52%	8.28%	1.56%	0.95%	0.10%	1.50%	1.26%	0.00%	100%
Town of Eastchester	0.01%	71.14%	8.31%	17.93%	0.19%	0.86%	0.08%	1.48%	0.01%	0.00%	100%
Town of Greenburgh	0.03%	65.07%	7.19%	22.84%	0.49%	1.50%	0.09%	2.16%	0.64%	0.00%	100%
Town of Harrison	0.00%	83.31%	6.35%	6.03%	0.25%	1.12%	0.00%	1.14%	1.79%	0.00%	100%
Town of Lewisboro	0.44%	79.11%	12.97%	0.97%	0.61%	3.76%	0.00%	1.40%	0.73%	0.00%	100%
Town of Mamaroneck	0.00%	72.14%	4.57%	20.30%	0.41%	0.93%	0.20%	0.72%	0.71%	0.00%	100%
Town of Mount Kisco	0.00%	62.52%	6.97%	26.51%	0.32%	1.93%	0.43%	1.07%	0.25%	0.00%	100%
Town of Mount Pleasant	0.01%	77.88%	11.69%	6.08%	0.30%	1.58%	0.10%	2.28%	0.06%	0.00%	100%
Town of New Castle	0.01%	84.65%	8.76%	1.57%	0.43%	1.06%	0.06%	1.44%	2.03%	0.00%	100%
Town of North Castle	0.10%	80.84%	8.45%	4.45%	0.37%	1.52%	0.14%	2.37%	1.75%	0.00%	100%
Town of North Salem	1.84%	73.85%	12.42%	3.19%	1.02%	1.80%	0.00%	3.88%	2.00%	0.00%	100%
Town of Ossining	0.00%	67.25%	5.09%	24.19%	0.27%	1.61%	0.07%	0.92%	0.60%	0.00%	100%
Town of Pelham	0.00%	85.77%	2.40%	8.18%	0.24%	1.54%	0.13%	1.03%	0.70%	0.00%	100%
Town of Pound Ridge	0.08%	78.40%	12.37%	1.37%	0.36%	1.21%	0.00%	2.94%	3.26%	0.00%	100%
Town of Rye	0.00%	78.76%	3.27%	15.11%	0.23%	0.92%	0.02%	1.40%	0.28%	0.00%	100%
Town of Scarsdale	0.00%	90.32%	4.01%	2.05%	0.15%	2.72%	0.00%	0.72%	0.03%	0.00%	100%
Town of Somers	0.29%	86.03%	8.83%	1.10%	0.15%	1.49%	0.00%	1.27%	0.83%	0.00%	100%
Town of Yorktown	0.08%	69.26%	7.10%	17.42%	0.12%	1.35%	0.01%	2.40%	2.25%	0.00%	100%
<b>TOTAL</b>	0.14%	75.76%	7.48%	12.11%	0.39%	1.61%	0.21%	1.47%	0.84%	0.00%	100%

2024 Effective Tax Rates for One, Two and Three-Family Houses Westchester County, NY															
City/Town	Village	School District	2024 City/Town RAR	2024 Village RAR*	2024 County	2024 City/Town Nom.	2024 Village Nom.	2024 School Nom.	S.D. Nom.	Effective County Rate / %	Effective City/Town Rate / %	Effective Village Rate / %	Effective School Rate / %	Special District Rate / %	Overall Effective Tax Rate / %
Bedford	Bedford	Bedford	8.12		27.74	27.05		161.54	19.00	0.2253	0.2188		1.3117	0.1543	1.9188
		Byram Hills	8.12		27.74	27.05		150.86	19.00	0.2253	0.2188		1.2234	0.1543	1.8225
		Katohas	8.12		27.74	27.05		161.67	19.00	0.2253	0.2188		1.5815	0.1543	2.1507
		Westchester	1.18	6.90	163.18	31.30	859.93	1,230.28	213.35	0.2279	0.2218	0.6208	1.4877	0.2518	2.5693
		Croton-Harmon	1.18	2.82	103.18	31.30	280.00	1,130.80	213.35	0.2279	0.2375	0.7465	1.4484	0.2518	2.1113
Cordhills	Cordhills	Croton	1.18	2.82	103.18	31.30	280.00	1,230.28	213.35	0.2279	0.2375	0.7465	1.4817	0.2518	2.1184
		Croton-Harmon	1.18		103.18	184.84		1,130.80	213.35	0.2279	0.2181		1.3446	0.2518	2.0434
		Henricus Hill	1.18		103.18	184.84		1,230.28	213.35	0.2279	0.2181		1.4517	0.2518	2.1488
		Leisland	1.18		103.18	184.84		1,597.84	213.35	0.2279	0.2181		1.6501	0.2518	2.5478
		Yorkville Valley	1.18		103.18	184.84		1,765.18	213.35	0.2279	0.2181		1.8211	0.2518	2.2833
Eastchester	Eastchester	Yorkville	1.18		103.18	184.84		1,467.89	213.35	0.2279	0.2181		1.7472	0.2518	2.4588
		Bronxville	0.91	95.40	252.33	42.20	3.00	13.74	288.07	0.2206	0.0384	0.3488	1.3111	0.2621	2.1900
		Tuckahoe	0.91	1.01	252.33	42.20	647.08	1,028.23	288.07	0.2206	0.0384	0.6535	1.4817	0.2621	2.6955
		Tuckahoe	0.91	1.01	252.33	42.20	647.08	1,733.92	288.07	0.2206	0.0384	0.6535	1.6143	0.2621	2.7080
		Eastchester	0.91		252.33	322.36		1,628.23	288.07	0.2206	0.2934		1.4817	0.2621	2.2885
Greenburgh	Greenburgh	Tuckahoe	0.91		252.33	322.36		1,733.92	288.07	0.2206	0.2206		1.6143	0.2621	2.2885
		Andale	100.00	100.00		2.36	8.74	20.44	8.40	0.2358	0.4300	1.0740	2.5438	0.5400	3.9338
		Dobbs Ferry	100.00	100.00	2.36	0.43	8.86	20.44	8.40	0.2358	0.4300	0.8950	2.5438	0.5400	3.6475
		Dobbs Ferry	100.00	100.00	2.36	0.43	8.86	20.71	8.40	0.2358	0.4300	0.8950	2.0708	0.5400	3.6741
		Dobbs Ferry	100.00	100.00	2.36	0.43	8.86	19.33	8.40	0.2358	0.4300	0.8950	1.8526	0.5400	3.4380
Harrison	Harrison	Elmsford	100.00	100.00	2.36	0.43	10.98	18.84	8.40	0.2358	0.4300	1.0052	1.8589	0.5400	3.6078
		Elmsford	100.00	100.00	2.36	0.43	10.98	18.84	8.40	0.2358	0.4300	1.0052	1.8589	0.5400	3.6078
		Elmsford	100.00	100.00	2.36	0.43	10.98	19.33	8.40	0.2358	0.4300	1.0052	1.8589	0.5400	3.6078
		Elmsford	100.00	100.00	2.36	0.43	10.98	19.33	8.40	0.2358	0.4300	1.0052	1.8589	0.5400	3.6078

2 Special district figures are based on the largest district of each type (fire, water, sewer & refuse) and are approximations only. They do not represent the effective special district tax rates of any specific parcel.

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**2024 Effective Tax Rates for One, Two and Three-Family Houses  
Westchester County, NY**

City/Town	Village	School District	2024 City/Town ER	2024 Village ER	2024 County Nom.	2024 City/Town Nom.	2024 Village Nom.	2024 School Nom.	2024 S.D. Nom.	Effective County Rate / %	Effective City/Town Rate / %	Effective Village Rate / %	Effective School Rate / %	Effective Special District Rate / %	OVERALL Effective Tax Rate / %
Bedford		Bedford	8.12		27.74	27.05		161.54	19.00	0.2253	0.2196	0.0000	1.3117	0.1543	1.6108
		Byram Hills	8.12		27.74	27.05		160.66	19.00	0.2253	0.2196	0.0000	1.2234	0.1543	1.6225
		Katonah	8.12		27.74	27.05		161.07	19.00	0.2253	0.2196	0.0000	1.5515	0.1543	1.6507
Cortlandt		Hendrick Hud.	1.18	1.22	183.18	31.80	850.63	1,230.28	213.36	0.2270	0.0378	0.0000	1.4517	0.2518	2.7741
		Croton-Harmon	1.18	2.63	193.10	31.80	288.08	1,130.50	213.36	0.2270	0.0378	0.7623	1.3448	0.2518	2.6142
		Croton	1.18	2.63	193.10	31.80	288.08	1,230.28	213.36	0.2270	0.0378	0.7623	1.4517	0.2518	2.7213
		Croton-Harmon	1.18		193.10	184.84		1,130.50	213.36	0.2270	0.2181	0.0000	1.3448	0.2518	2.0424
		Hendrick Hud.	1.18		193.10	184.84		1,230.28	213.36	0.2270	0.2181	0.0000	1.4517	0.2518	2.1496
		Lakeland	1.18		193.10	184.84		1,507.84	213.36	0.2270	0.2181	0.0000	1.8601	0.2518	2.8478
		Putnam Valley	1.18		193.10	184.84		1,708.18	213.36	0.2270	0.2181	0.0000	2.0641	0.2518	2.7819
		Yorktown	1.18		193.10	184.84		1,467.50	213.36	0.2270	0.2181	0.0000	1.7972	0.2518	2.4649
Eastchester		Bronxville	0.91	95.40	252.33	42.20	3.06	13.74	288.07	0.2206	0.2634	0.3488	1.3111	0.2621	2.4450
		Eastchester	0.91	1.05	252.33	42.20	647.08	1,628.23	288.07	0.2206	0.0384	0.6794	1.4817	0.2621	2.9913
		Tuckahoe	0.91	1.05	252.33	42.20	647.08	1,773.92	288.07	0.2206	0.0384	0.6794	1.6143	0.2621	2.9239
		Eastchester	0.91		252.33	322.36		1,628.23	288.07	0.2206	0.2634	0.0000	1.4817	0.2621	2.2698
		Tuckahoe	0.91		252.33	322.36		1,773.92	288.07	0.2206	0.2634	0.0000	1.6143	0.2621	2.3094
Greenburgh		Ardsley	100.00	100.00	2.38	0.42	10.74	20.44	5.40	0.2366	0.0420	1.0740	2.0438	0.5400	3.6365
		Dobbs Ferry	100.00	100.00	2.38	0.42	6.86	20.44	5.40	0.2366	0.0420	0.6800	2.0438	0.5400	3.5478
		Dobbs Ferry	100.00	100.00	2.38	0.42	6.86	20.71	5.40	0.2366	0.0420	0.6806	2.0700	0.5400	3.6741
		Dobbs Ferry	100.00	100.00	2.38	0.42	6.86	19.33	5.40	0.2366	0.0420	0.8858	1.9328	0.5400	3.4300
		Elmsford	100.00	100.00	2.38	0.42	10.90	16.84	5.40	0.2366	0.0420	1.0862	1.9638	0.5400	3.0076
		Elmsford	100.00	100.00	2.38	0.42	10.90	14.56	5.40	0.2366	0.0420	1.0862	1.4661	0.5400	3.3959
		Elmsford	100.00	100.00	2.38	0.42	10.90	19.33	5.40	0.2366	0.0420	1.0862	1.9328	0.5400	3.4467
		Elmsford	100.00	100.00	2.38	0.42	10.90	17.19	5.40	0.2366	0.0420	1.0862	1.7192	0.5400	3.6330
		Healds	100.00	100.00	2.38	0.42	8.57	20.44	5.40	0.2366	0.0420	0.5573	2.0438	0.5400	3.4188
		Healds	100.00	100.00	2.38	0.42	8.57	19.00	5.40	0.2366	0.0420	0.5573	1.9606	0.5400	3.3348
		Healds	100.00	100.00	2.38	0.42	8.57	19.33	5.40	0.2366	0.0420	0.5573	1.9328	0.5400	3.3079
		Irvington	100.00	100.00	2.38	0.42	7.78	20.44	5.40	0.2366	0.0420	0.7781	2.0438	0.5400	3.6375
		Irvington	100.00	100.00	2.38	0.42	7.78	20.71	5.40	0.2366	0.0420	0.7781	2.0700	0.5400	3.6640
		Irvington	100.00	100.00	2.38	0.42	7.78	16.84	5.40	0.2366	0.0420	0.7781	1.9638	0.5400	3.2875
		Irvington	100.00	100.00	2.38	0.42	7.78	19.00	5.40	0.2366	0.0420	0.7781	1.9606	0.5400	3.6837
		Irvington	100.00	100.00	2.38	0.42	7.78	19.33	5.40	0.2366	0.0420	0.7781	1.9328	0.5400	3.6565
		Irvington	100.00	100.00	2.38	0.42	7.78	20.60	5.40	0.2366	0.0420	0.7838	2.0562	0.5400	3.6598
		Irvington	100.00	100.00	2.38	0.42	7.78	19.00	5.40	0.2366	0.0420	0.7838	1.9606	0.5400	3.6212
		Irvington	100.00	100.00	2.38	0.42	7.78	19.33	5.40	0.2366	0.0420	0.7838	1.9328	0.5400	3.6340
		Irvington	100.00	100.00	2.38	0.42	7.78	20.44	5.40	0.2366	0.0420	0.5587	2.0438	0.5400	3.3781
		Irvington	100.00	100.00	2.38	0.42	7.78	20.60	5.40	0.2366	0.0420	0.5587	2.0562	0.5400	3.3928
		Irvington	100.00	100.00	2.38	0.42	7.78	16.84	5.40	0.2366	0.0420	0.5587	1.9638	0.5400	3.0291
		Irvington	100.00	100.00	2.38	0.42	7.78	19.00	5.40	0.2366	0.0420	0.5587	1.9606	0.5400	2.7904
		Irvington	100.00	100.00	2.38	0.42	7.78	19.33	5.40	0.2366	0.0420	0.5587	1.9328	0.5400	3.2936
		Irvington	100.00	100.00	2.38	0.42	7.78	19.00	5.40	0.2366	0.0420	0.5587	1.9606	0.5400	3.3242
		Irvington	100.00	100.00	2.38	0.42	7.78	8.48	5.40	0.2366	0.0420	0.5587	0.8475	0.5400	2.1818
		Irvington	100.00	100.00	2.38	0.42	7.78	19.33	5.40	0.2366	0.0420	0.5587	1.9328	0.5400	3.3971
		Irvington	100.00	100.00	2.38	0.42	7.78	17.19	5.40	0.2366	0.0420	0.5587	1.7192	0.5400	3.0536
Harrison		Harrison	1.13	1.13	201.78	300.83	0.00	980.87	183.34	0.2280	0.4419	0.0000	1.1084	0.1848	1.9826
Lewiston		Katonah	8.42		33.67	26.86		232.43	8.68	0.2186	0.1724	0.0000	1.4022	0.0368	1.6188
Mamaroneck		Larchmont	100.00	100.00	2.38	0.52	4.70	12.64	1.49	0.2359	0.0525	0.4868	1.2630	0.1493	2.1700
		Mamaroneck	100.00	100.00	2.38	0.52	6.33	12.64	1.49	0.2359	0.0525	0.6330	1.2630	0.1493	2.3343
		Mamaroneck	100.00	100.00	2.38	0.32		12.64	1.49	0.2359	0.3317	0.0000	1.2630	0.1493	1.9805
		Scarsdale	100.00	100.00	2.38	0.32		13.81	1.49	0.2359	0.3317	0.0000	1.3608	0.1493	2.0777
Mt. Kisco		Bedford	14.03	8.48	17.14	0.00	111.91	86.82	2.17	0.2408	0.0000	0.7252	1.4019	0.0306	2.3661
Mt. Pleasant		Bedford	1.07	1.07	209.06	11.14	540.78	1,684.43	171.88	0.2237	0.0119	0.5786	1.8023	0.1839	2.8005
		Bedford	1.07	1.07	209.06	11.14	540.78	1,500.02	171.88	0.2237	0.0119	0.5786	1.6902	0.1839	2.6903
		Pocantico	1.07	16.15	209.06	11.14	42.99	750.03	171.88	0.2237	0.0119	0.8944	0.8025	0.1839	1.9164
		Sleepy Hollow	1.07	16.15	209.06	11.14	42.99	1,710.82	171.88	0.2237	0.0119	0.8944	1.8306	0.1839	2.9445
		Sleepy Hollow	1.07	7.22	209.06	11.14	108.98	1,131.91	171.88	0.2237	0.0119	0.7723	1.2111	0.1839	2.4029
		Pleasantville	1.07	7.22	209.06	11.14	108.98	1,486.19	171.88	0.2237	0.0119	0.7723	1.5902	0.1839	2.7820
		Pleasantville	1.07	7.22	209.06	11.14	108.98	1,599.02	171.88	0.2237	0.0119	0.7723	1.7109	0.1839	2.9027
		Bedford	1.07		209.06	160.48		1,684.43	171.88	0.2237	0.1717	0.0000	1.8023	0.1839	2.3817
		Byram Hills	1.07		209.06	160.48		1,131.91	171.88	0.2237	0.1717	0.0000	1.2111	0.1839	1.7905
		Chappaqua	1.07		209.06	160.48		1,567.17	171.88	0.2237	0.1717	0.0000	1.6983	0.1839	2.2778
		Mt. Pleasant	1.07		209.06	160.48		1,486.19	171.88	0.2237	0.1717	0.0000	1.5902	0.1839	2.1605
		Pleasantville	1.07		209.06	160.48		1,599.02	171.88	0.2237	0.1717	0.0000	1.7109	0.1839	2.2903
		Pocantico	1.07		209.06	160.48		750.03	171.88	0.2237	0.1717	0.0000	0.8025	0.1839	36.19
		Tarrytown	1.07		209.06	160.48		1,710.82	171.88	0.2237	0.1717	0.0000	1.8306	0.1839	2.4090
		Valhalla	1.07		209.06	160.48		1,521.36	171.88	0.2237	0.1717	0.0000	1.6270	0.1839	2.7072
Mt. Vernon		Mt. Vernon	1.92		146.85	501.26		968.70	48.18	0.2820	0.9604	0.0000	1.8306	0.0687	3.1680
New Castle		Bedford	14.07		15.91	16.26		92.90	8.00	0.2239	0.2288	0.0000	1.3041	0.1126	1.8893
		Byram Hills	14.07		15.91	16.26		80.43	8.00	0.2239	0.2288	0.0000	1.2160	0.1126	1.7812
		Chappaqua	14.07		15.91	16.26		124.78	8.00	0.2239	0.2288	0.0000	1.7558	0.1126	2.3215
		Ossining	14.07		15.91	16.26		136.90	8.00	0.2239	0.2288	0.0000	1.6684	0.1126	2.5336
		Pleasantville	14.07		15.91	16.26		122.12	8.00	0.2239	0.2288	0.0000	1.7182	0.1126	2.2834
		Yorktown	14.07		15.91	16.26		113.43	8.00	0.2239	0.2288	0.0000	1.7360	0.1126	2.3022
New Rochelle		New Rochelle	1.93		121.96	258.81		862.88	68.13	0.2347	0.4699	0.0000	1.7230	0.1278	2.8848
North Castle		Bedford	1.80		143.02	173.54		831.48	26.82	0.2574	0.3124	0.0000	1.4868	0.0479	2.1144
		Byram Hills	1.80		143.02	173.54		775.24	26.82	0.2574	0.3124	0.0000	1.3054	0.0479	2.0131
		Harrison	1.80		143.02	173.54		865.63	26.82	0.2574	0.3124	0.0000	1.2521	0.0479	1.8699
		Mt. Pleasant	1.80		143.02	173.54		1,018.49	26.82	0.2574	0.3124	0.0000	1.8333	0.0479	2.4510
		Valhalla	1.80		143.02	173.54		1,042.53	26.82	0.2574	0.3124	0.0000	1.8765	0.0479	2.4943
North Salem															

# 2024 Apportionment By Percent Among County, Municipal School and SD Tax

City/Town	Village	School District	2022 County Nom.	2022 City/Town Nom.	2022 Village Nom.	2022 School Nom.	2022 S.D. Nom.	2022 TOTAL RATE	2022 County PERCENT	2022 Town PERCENT	2022 Village PERCENT	2022 School PERCENT	2022 Spec Dist PERCENT	TOTAL PERCENT	
Bedford		Bedford	27.74	27.05		161.54	19.00	231.33	11.75%				66.64%	8.97%	100.00%
		Byram Hills	27.74	27.05		150.00	19.00	224.45	12.38%	12.05%			87.12%	8.47%	100.00%
		Katonah	27.74	27.05		191.07	19.00	204.86	10.41%	10.16%			10.71%	10.14%	100.00%
Croton		Bedford	163.18	31.80	850.03	1,230.28	213.33	2,328.52	6.36%	1.37%	28.34%	52.84%	0.18%	100.00%	
		Croton	163.18	31.80	286.08	1,230.28	213.33	1,863.87	16.36%	1.71%	16.35%	81.14%	11.45%	100.00%	
		Croton	163.18	31.80	286.08	1,230.28	213.33	1,864.05	6.88%	1.65%	14.65%	82.94%	10.81%	100.00%	
		Croton-Harmon	163.18	164.84		1,180.00	213.33	1,730.05	11.46%	10.98%		66.83%	12.33%	100.00%	
		Croton-Harmon	163.18	164.84		1,200.28	213.33	1,821.00	10.16%			67.54%	11.71%	100.00%	
		Croton-Harmon	163.18	164.84		1,567.84	213.33	2,150.18	8.88%	8.80%		72.81%	9.88%	100.00%	
Putnam Valley		Putnam Valley	163.18	164.84		1,705.18	213.33	2,357.53	8.19%	7.84%		74.82%	8.06%	100.00%	
		Putnam Valley	163.18	164.84		1,487.90	213.33	2,088.84	8.28%	8.80%		71.69%	10.21%	100.00%	
		Putnam Valley	163.18	164.84		1,705.18	213.33	2,357.53	8.19%	7.84%		74.82%	8.06%	100.00%	
Eastchester		Bedford	163.18	31.80	850.03	1,230.28	213.33	2,328.52	6.36%	1.37%	28.34%	52.84%	0.18%	100.00%	
		Bronxville	252.33	42.20	3.00	13.74	288.07	600.51	42.88%	7.03%	0.01%	2.28%	46.01%	100.00%	
		Eastchester	252.33	42.20	647.09	1,979.23	288.07	2,857.91	8.33%	1.46%	22.64%	56.07%	10.06%	100.00%	
		Tuckahoe	252.33	42.20	647.09	1,773.92	288.07	2,003.00	8.46%	1.41%	21.54%	56.06%	9.59%	100.00%	
		Tuckahoe	252.33	322.36		1,828.23	288.07	2,490.90	10.13%	12.94%		65.36%	11.56%	100.00%	
		Tuckahoe	252.33	322.36		1,773.92	288.07	2,636.68	6.57%	12.23%		67.28%	10.93%	100.00%	
Greenburgh		Ardsley	2.36	0.42	10.74	20.44	8.40	30.35	8.88%	1.07%		27.28%	51.63%	100.00%	
		Dobbs Ferry	2.36	0.42	6.80	20.44	8.40	35.47	8.84%	1.18%		18.54%	57.81%	100.00%	
		Dobbs Ferry	2.36	0.42	6.80	20.71	8.40	35.74	8.89%	1.18%		18.18%	58.11%	100.00%	
		Dobbs Ferry	2.36	0.42	6.40	19.33	8.40	34.36	8.89%	1.22%		19.86%	58.25%	100.00%	
		Elmsford	2.36	0.42	10.50	16.34	8.40	35.08	8.53%	1.10%		30.30%	46.86%	100.00%	
		Elmsford	2.36	0.42	10.50	14.58	8.40	33.70	8.88%	1.29%		32.53%	43.21%	100.00%	
		Elmsford	2.36	0.42	10.50	19.33	8.40	38.47	8.12%	1.06%		26.80%	60.25%	100.00%	
		Elmsford	2.36	0.42	10.50	17.19	8.40	35.83	8.89%	1.10%		30.17%	47.32%	100.00%	
		Hastings	2.36	0.42	8.67	20.44	8.40	34.19	8.88%	1.23%		18.30%	59.76%	100.00%	
		Hastings	2.36	0.42	8.67	19.60	8.40	33.54	8.77%	1.29%		18.71%	58.71%	100.00%	
		Hastings	2.36	0.42	8.67	19.33	8.40	33.08	7.72%	1.27%		18.83%	58.43%	100.00%	
		Irvington	2.36	0.42	7.70	20.44	8.40	35.35	8.48%	1.15%		21.34%	56.19%	100.00%	
		Irvington	2.36	0.42	7.70	20.71	8.40	36.06	8.43%	1.15%		21.18%	56.51%	100.00%	
		Irvington	2.36	0.42	7.70	16.84	8.40	32.87	7.17%	1.26%		23.61%	61.62%	100.00%	
		Irvington	2.36	0.42	7.70	18.80	8.40	35.84	8.38%	1.17%		21.69%	60.59%	100.00%	
		Irvington	2.36	0.42	7.70	18.80	8.40	35.84	8.38%	1.17%		21.69%	60.59%	100.00%	
		Irvington	2.36	0.42	7.70	18.80	8.40	35.84	8.38%	1.17%		21.69%	60.59%	100.00%	
		Irvington	2.36	0.42	7.70	18.80	8.40	35.84	8.38%	1.17%		21.69%	60.59%	100.00%	
		Irvington	2.36	0.42	7.70	18.80	8.40	35.84	8.38%	1.17%		21.69%	60.59%	100.00%	
		Irvington	2.36	0.42	7.70	18.80	8.40	35.84	8.38%	1.17%		21.69%	60.59%	100.00%	
		Irvington	2.36	0.42	7.70	18.80	8.40	35.84	8.38%	1.17%		21.69%	60.59%	100.00%	
		Irvington	2.36	0.42	7.70	18.80	8.40	35.84	8.38%	1.17%		21.69%	60.59%	100.00%	
		Irvington	2.36	0.42	7.70	18.80	8.40	35.84	8.38%	1.17%		21.69%	60.59%	100.00%	
		Irvington	2.36	0.42	7.70	18.80	8.40	35.84	8.38%	1.17%		21.69%	60.59%	100.00%	
Irvington	2.36	0.42	7.70	18.80	8.40	35.84	8.38%	1.17%		21.69%	60.59%	100.00%			
Irvington	2.36	0.42	7.70	18.80	8.40	35.84	8.38%	1.17%		21.69%	60.59%	100.00%			
Irvington	2.36	0.42	7.70	18.80	8.40	35.84	8.38%	1.17%		21.69%	60.59%	100.00%			
Irvington	2.36	0.42	7.70	18.80	8.40	35.84	8.38%	1.17%		21.69%	60.59%	100.00%			
Irvington	2.36	0.42	7.70	18.80	8.40	35.84	8.38%	1.17%		21.69%	60.59%	100.00%			
Irvington	2.36	0.42	7.70	18.80	8.40	35.84	8.38%	1.17%		21.69%	60.59%	100.00%			
Irvington	2.36	0.42	7.70	18.80	8.40	35.84	8.38%	1.17%		21.69%	60.59%	100.00%			
Irvington	2.36	0.42	7.70	18.80	8.40	35.84	8.38%	1.17%		21.69%	60.59%	100.00%			
Irvington	2.36	0.42	7.70	18.80	8.40	35.84	8.38%	1.17%		21.69%	60.59%	100.00%			
Irvington	2.36	0.42	7.70	18.80	8.40	35.84	8.38%	1.17%		21.69%	60.59%	100.00%			
Irvington	2.36	0.42	7.70	18.80	8.40	35.84	8.38%	1.17%		21.69%	60.59%	100.00%			
Irvington	2.36	0.42	7.70	18.80	8.40	35.84	8.38%	1.17%		21.69%	60.59%	100.00%			
Irvington	2.36	0.42	7.70	18.80	8.40	35.84	8.38%	1.17%		21.69%	60.59%	100.00%			
Irvington	2.36	0.42	7.70	18.80	8.40	35.84	8.38%	1.17%		21.69%	60.59%	100.00%			
Irvington	2.36	0.42	7.70	18.80	8.40	35.84	8.38%	1.17%		21.69%	60.59%	100.00%			
Irvington	2.36	0.42	7.70	18.80	8.40	35.84	8.38%	1.17%		21.69%	60.59%	100.00%			
Irvington	2.36	0.42	7.70	18.80	8.40	35.84	8.38%	1.17%		21.69%	60.59%	100.00%			
Irvington	2.36	0.42	7.70	18.80	8.40	35.84	8.38%	1.17%		21.69%	60.59%	100.00%			
Irvington	2.36	0.42	7.70	18.80	8.40	35.84	8.38%	1.17%		21.69%	60.59%	100.00%			
Irvington	2.36	0.42	7.70	18.80	8.40	35.84	8.38%	1.17%		21.69%	60.59%	100.00%			
Irvington	2.36	0.42	7.70	18.80	8.40	35.84	8.38%	1.17%		21.69%	60.59%	100.00%			
Irvington	2.36	0.42	7.70	18.80	8.40	35.84	8.38%	1.17%		21.69%	60.59%	100.00%			
Irvington	2.36	0.42	7.70	18.80	8.40	35.84	8.38%	1.17%		21.69%	60.59%	100.00%			
Irvington	2.36	0.42	7.70	18.80	8.40	35.84	8.38%	1.17%		21.69%	60.59%	100.00%			
Irvington	2.36	0.42	7.70	18.80	8.40	35.84	8.38%	1.17%		21.69%	60.59%	100.00%			
Irvington	2.36	0.42	7.70	18.80	8.40	35.84	8.38%	1.17%		21.69%	60.59%	100.00%			
Irvington	2.36	0.42	7.70	18.80	8.40	35.84	8.38%	1.17%		21.69%	60.59%	100.00%			
Irvington	2.36	0.42	7.70	18.80	8.40	35.84	8.38%	1.17%		21.69%	60.59%	100.00%			
Irvington	2.36	0.42	7.70	18.80	8.40	35.84	8.38%	1.17%		21.69%	60.59%	100.00%			
Irvington	2.36	0.42	7.70	18.80	8.40	35.84	8.38%	1.17%		21.69%	60.59%	100.00%			
Irvington	2.36	0.42	7.70	18.80	8.40	35.84	8.38%	1.17%		21.69%	60.59%	100.00%			
Irvington	2.36	0.42	7.70	18.80	8.40	35.84	8.38%	1.17%		21.69%	60.59%	100.00%			
Irvington	2.36	0.42	7.70	18.											



## HISTORY OF COUNTY TAX RATES PER \$1,000 of ASSESSED VALUE

11/25/2024	TAX YEAR									
MUNICIPALITY	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015
City of Mount Vernon	146.85	136.87	138.86	136.57	121.01	118.83	111.03	103.25	109.36	102.95
City of New Rochelle	121.60	118.69	122.73	130.67	125.99	127.35	112.61	112.82	114.75	120.64
City of Peekskill	92.63	100.19	100.56	107.55	96.8	88.9	92.37	89.64	89.94	89.23
City of Rye	183.29	175.91	173.24	191.33	198.25	207.88	204.59	200.24	196.32	184.87
City of White Plains	104.71	106.22	111.83	114.27	122.08	118.14	103.32	102.96	103.89	103.73
City of Yonkers	133.40	137.93	140.03	145.10	136.76	130.18	120.48	109.97	112.48	116.98
Town of Bedford	27.74	27.74	25.32	28.14	27.82	29.04	31.39	31.15	32.78	34.02
Town of Cortlandt	193.16	193.16	192.60	198.57	200.19	192.92	189.69	192.72	184.46	189.11
Town of Eastchester	252.33	251.42	266.13	270.96	278.7	282.22	276.01	269.46	265.05	250.99
Town of Greenburgh	2.36	2.59	2.89	3.06	3.10	3.18	3.23	3.27	108.68	105.83
Town of Harrison	201.78	200.70	202.93	209.03	215.45	206.97	206.10	205.64	209.96	205.40
Town of Lewisboro	33.57	31.58	29.56	30.84	32.16	31.58	32.14	33.11	33.85	34.25
Town of Mamaroneck	2.36	2.59	2.88	3.05	3.09	3.18	3.23	3.29	3.37	3.54
Town of Mount Kisco	17.14	17.12	17.95	19.25	19.67	19.44	18.62	18.75	19.06	19.45
Town of Mount Pleasant	209.06	214.27	220.88	223.23	220.47	224.34	224.22	216.17	227.28	218.65
Town of New Castle	15.91	15.40	14.86	16.00	16.21	16.62	16.92	16.82	17.36	17.02
Town of North Castle	143.02	133.41	128.35	128.30	134.19	140.39	144.62	139.95	149.26	148.60
Town of North Salem	2.35	2.58	2.87	3.14	3.08	3.17	3.21	29.21	29.38	32.36
Town of Ossining	2.36	2.88	2.88	3.05	3.09	3.17	3.22	3.29	59.49	59.24
Town of Pelham	2.35	2.58	2.72	3.05	2.92	3.17	3.21	3.27	3.19	3.52
Town of Pound Ridge	16.46	16.08	14.64	15.93	16.73	17.64	18.01	17.90	18.89	19.43
Town of Rye	2.36	2.58	2.87	3.03	3.17	3.17	3.26	3.28	3.36	3.54
Town of Scarsdale	3.18	3.03	2.96	3.18	3.33	3.45	3.63	3.74	3.40	3.59
Town of Somers	24.24	23.87	24.23	26.22	25.71	25.90	25.37	24.66	25.93	26.85
Town of Yorktown	137.31	134.16	136.03	137.02	138	135.31	135.58	133.93	131.51	140.92

This does not include special districts only the operating budget.

**HISTORICAL EQUALIZED TAXABLE FULL VALUES BY ASSESSMENT YEAR**

11/25/2024	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015
MUNICIPALITY										
City of Mount Vernon	7,594,016,094	8,555,006,140	7,303,408,408	6,617,435,318	6,425,985,043	5,809,527,307.69	5,364,708,781	5,041,007,219	4,562,460,934	4,740,292,094
City of New Rochelle	13,786,349,326	13,723,089,897	12,176,443,945	11,318,076,667	11,318,395,427	10,829,205,983.61	10,703,764,217	9,347,706,434	9,178,172,543	9,066,682,253
City of Peekskill	2,727,964,684	2,690,178,996	2,478,761,744	2,217,354,895	2,248,656,926	1,984,287,547.17	1,762,660,197	1,797,827,299	1,700,151,589	1,659,509,571
City of Rye	11,773,274,524	11,485,421,240	10,067,372,789	8,590,129,880	8,841,673,063	9,056,729,871.79	9,203,630,915	8,914,290,506	8,602,610,732	8,211,929,591
City of White Plains	11,715,460,211	11,747,291,172	11,064,013,682	10,673,790,414	10,723,958,038	10,988,843,791.82	10,284,754,509	8,871,508,833	8,641,481,656	8,383,910,273
City of Yonkers	26,390,119,326	26,046,579,721	24,243,667,105	22,002,038,373	21,561,636,729	20,344,587,117.90	19,191,304,735	17,505,638,704	15,741,068,933	15,765,722,633
Town of Bedford	7,444,585,246	7,076,379,482	6,424,730,913	5,236,274,837	5,467,643,620	5,342,271,445.35	5,411,455,936	5,735,147,959	5,576,147,152	5,705,278,190
Town of Cortlandt	9,425,452,203	9,076,908,443	8,227,754,403	7,348,886,467	7,187,568,366	7,113,643,589.74	6,665,416,848	6,375,522,471	6,292,131,404	5,856,102,500
Town of Eastchester	11,118,590,110	10,815,733,617	9,824,638,835	9,357,303,056	8,989,742,389	9,157,190,000.00	9,050,627,788	8,781,464,786	8,376,062,459	8,180,418,031
Town of Greenburgh	26,338,775,771	24,328,026,173	23,259,500,986	21,802,023,349	20,841,712,024	20,761,428,858.00	20,483,090,623	19,854,601,239	19,317,981,909	17,754,276,926
Town of Harrison	11,182,684,867	10,782,338,889	9,725,502,093	8,922,840,915	8,674,094,014	8,888,909,103.45	8,478,051,104	8,398,967,134	8,284,922,563	8,332,099,500
Town of Lewisboro	4,605,871,900	4,225,239,699	3,614,816,748	3,034,357,850	2,973,872,409	3,072,296,989.58	2,957,790,579	2,965,423,630	3,012,056,164	3,028,967,455
Town of Mamaroneck	12,471,611,217	11,692,430,984	10,847,823,701	10,168,886,867	9,776,537,432	9,796,082,866.00	9,789,917,728	9,791,065,824	9,499,416,830	9,235,938,795
Town of Mount Kisco	2,072,726,429	2,110,288,331	1,936,636,605	1,820,699,550	1,850,751,432	1,863,825,860.97	1,800,269,840	1,704,726,249	1,710,999,948	1,692,141,680
Town of Mount Pleasant	13,679,312,056	12,786,626,018	11,858,875,620	10,970,989,084	10,434,100,219	10,266,974,928.57	10,184,072,958	10,156,649,720	9,574,223,553	9,886,591,351
Town of New Castle	7,715,242,715	7,244,801,574	6,377,903,707	5,502,231,961	5,567,868,368	5,610,249,223.10	5,600,171,702	5,609,185,207	5,482,696,908	5,520,232,906
Town of North Castle	6,772,810,611	7,350,164,000	6,270,479,485	5,424,725,625	5,099,522,437	5,268,788,956.52	5,338,749,823	5,415,568,447	5,046,891,154	5,215,940,400
Town of North Salem	1,847,904,738	1,694,476,095	1,577,801,308	1,464,579,918	1,439,666,020	1,394,961,852.00	1,385,903,681	1,363,909,149	1,308,580,671	1,275,615,917
Town of Ossining	6,710,881,853	6,308,733,555	5,774,183,832	5,217,258,678	5,189,015,099	4,989,979,954.00	4,890,603,266	4,775,658,451	4,725,828,671	4,579,616,619
Town of Pelham	4,436,649,686	4,182,501,486	3,860,510,884	3,533,133,061	3,500,435,117	3,408,559,236.00	3,278,934,668	3,147,248,841	3,011,695,285	2,887,989,190
Town of Pound Ridge	2,971,345,140	2,652,353,154	2,350,680,224	1,918,761,402	1,974,751,690	2,046,878,548.21	2,096,045,733	2,101,894,885	2,046,448,072	2,099,956,736
Town of Rye	9,682,850,402	9,342,959,314	8,854,287,948	8,268,953,132	8,268,918,427	7,576,428,083.00	7,342,325,566	7,299,937,391	6,967,008,719	6,846,451,939
Town of Scarsdale	12,424,629,811	12,003,651,826	10,415,392,723	9,029,672,551	9,094,155,679	9,486,828,303.96	9,547,512,613	9,907,771,796	10,140,760,361	9,075,643,390
Town of Somers	5,044,013,712	5,082,651,401	4,626,908,686	4,239,327,291	4,306,123,609	4,169,154,670.01	4,081,686,634	3,935,339,424	3,739,913,562	3,821,761,869
Town of Yorktown	7,381,008,757	7,652,549,651	6,833,367,720	6,186,718,585	5,857,273,991	5,810,247,455.36	5,490,153,277	5,391,366,429	5,218,502,276	4,992,715,938
<b>TOTAL COUNTY TAXABLE FULL VALUE</b>	<b>237,314,131,389</b>	<b>230,656,380,857</b>	<b>208,995,464,095</b>	<b>190,866,449,724</b>	<b>187,814,057,567</b>	<b>185,037,881,544</b>	<b>180,383,603,699</b>	<b>174,189,428,026</b>	<b>167,758,214,049</b>	<b>163,815,785,746</b>

# **HISTORICAL PERCENT OF TOTAL FULL VALUE BY ASSESSMENT YEAR**

11/25/2024	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015
<b>MUNICIPALITY</b>										
City of Mount Vernon	3.708983081%	3.477888648%	3.467994331%	3.425096000%	3.139642142	2.974056418	2.893980	2.719664703	2.893672348	2.715214017
City of New Rochelle	5.949581731%	5.798431884%	5.931455894%	6.032786000%	5.852426483	5.933891282	5.366403	5.47107192	5.534681682	5.839385408
City of Peekskill	1.166314578%	1.180388231%	1.162047506%	1.198550000%	1.07236828	0.977173428	1.032110	1.013453558	1.013033978	1.009185993
City of Rye	4.879450903%	4.794090583%	4.501822880%	4.712675000%	4.894527432	5.102258005	5.117584	5.127981828	5.012904924	4.887101132
City of White Plains	5.092983393%	5.268691745%	5.593805283%	5.715946000%	5.938699525	5.701603089	5.093024	5.151152631	5.117889118	5.096541532
City of Yonkers	11.292373367%	11.544852747%	11.503355434%	11.492806000%	10.99482276	10.63916521	10.049771	9.383188193	9.624055802	9.95174894
Town of Bedford	3.067931377%	3.059461756%	2.744170600%	2.914293000%	2.887123113	2.999971837	3.292478	3.323919001	3.482740179	3.592093386
Town of Cortlandt	3.935251394%	3.918062916%	3.851325382%	3.831025000%	3.844425547	3.89513548	3.860109	3.750714348	3.57480984	3.692720324
Town of Eastchester	4.689110952%	4.678500499%	4.903874748%	4.792530000%	4.948819087	5.01743501	5.041331	4.99293731	4.993668952	4.75930046
Town of Greenburgh	10.547302478%	11.078192091%	11.425768916%	11.108782000%	11.22009649	11.35529804	11.398281	11.5153717	10.83795243	10.5807818
Town of Harrison	4.674632823%	4.631291507%	4.676186502%	4.623354000%	4.803832074	4.70001324	4.821743	4.938609182	5.086261658	4.9729404
Town of Lewisboro	1.831832999%	1.721378480%	1.590213627%	1.585095000%	1.680361091	1.63972294	1.702413	1.795474825	1.849008287	1.877629494
Town of Mamaroneck	5.069199014%	5.165741911%	5.329200863%	5.210964000%	5.294095881	5.427278318	5.620930	5.662564354	5.638002927	5.594730913
Town of Mount Kisco	0.914905681%	0.922227827%	0.954172839%	0.986464000%	1.007287185	0.998023248	0.978662	1.019920222	1.032953981	1.05392982
Town of Mount Pleasant	5.543582176%	5.647205606%	5.749557966%	5.561450000%	5.548580022	5.645787829	5.830807	5.707156342	6.035188432	5.770818967
Town of New Castle	3.140849991%	3.037182605%	2.883550550%	2.987714000%	3.031946311	3.104590998	3.220184	3.268213684	3.369780806	3.317214725
Town of North Castle	3.186629380%	2.986007108%	2.842931863%	2.718082000%	2.84741098	2.95966544	3.109011	3.008431618	3.184027947	3.157187283
Town of North Salem	0.734632222%	0.751350185%	0.767541292%	0.767352000%	0.753879065	0.76830911	0.763003	0.780039701	0.778689252	0.860408612
Town of Ossining	2.735122060%	2.749670740%	2.734204816%	2.764914000%	2.696734265	2.711224528	2.741647	2.817047557	2.795589325	2.795414965
Town of Palham	1.813304046%	1.838378224%	1.851806376%	1.865757000%	1.842087257	1.817756954	1.806797	1.795259506	1.782049265	1.78565977
Town of Pound Ridge	1.149915361%	1.119395714%	1.005563839%	1.052557000%	1.106194327	1.161993786	1.206672	1.219879506	1.28190133	1.314764869
Town of Rye	4.050598510%	4.218418867%	4.333504025%	4.407393000%	4.094528115	4.070398244	4.190804	4.153008014	4.179380315	4.031491689
Town of Scarsdale	5.204127361%	4.959817950%	4.732173676%	4.847250000%	5.126965476	5.292895164	5.687929	6.044866666	5.540151914	5.870095391
Town of Somers	2.203558850%	2.203337442%	2.221701053%	2.295195000%	2.253135755	2.282781975	2.258230	2.229347507	2.332963122	2.430145095
Town of Yorktown	3.317727272%	3.254054915%	3.242268938%	3.121969000%	3.140031331	3.043599616	3.095117	3.110728322	3.047762409	3.25347402
<b>TOTAL COUNTY TAXABLE PERCENT</b>	<b>100%</b>	<b>100%</b>	<b>100</b>	<b>100</b>	<b>100</b>	<b>100</b>	<b>100</b>	<b>100</b>	<b>100</b>	<b>100</b>



December 9, 2024

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

**ASSIGNMENT OF TAX (PILOT) AGREEMENT**

**VIA FEDERAL EXPRESS**

**#2829-6415-4405**

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: HP River Club DE 1 LLC, HP River Club DE 2 LLC; HP  
River Club DE 3 LLC, HP River Club DE 4 LLC; and HP River Club DE 5 LLC  
Document: Omnibus Assignment and Assumption Agreement (Tax  
Agreement) with RP-412-a, "Application for Real Property Tax Exemption"  
Premises: 63 Wells Avenue 2.-2605-75; and 1 Alexander Street (2.-2605-73)

Dear Ms. Thomas-Braggs:

Reference is made to that certain Tax (PILOT) Agreement, dated as of September 14, 2015 (the "Tax Agreement"), by and between the Agency and Yonkers Waterfront Properties, LLC, as Original Occupant and Assignor.

Pursuant to a certain Omnibus Assignment and Assumption Agreement dated November 22, 2024, Yonkers Waterfront Properties, LLC assigned all its rights, title, interest, duties, obligations and liabilities under the Tax Agreement to HP River Club DE 1 LLC, HP River Club DE 2 LLC; HP River Club DE 3 LLC, HP River Club DE 4 LLC; and HP River Club DE 5 LLC as the New Occupants and Assignees of the Property referenced above.

On behalf of the City of Yonkers Industrial Development Agency, I have enclosed for you, the assessor of the taxing jurisdiction within which the above-referenced Property is located, a completed and signed amended "Application for Real Property Tax Exemption" on NYS Form RP-412-a indicating the assignment referenced above, along with a signed copy of the executed Omnibus Assignment and Assumption Agreement.

Schedule A

**Via Certified Mail**

**9489-0090-0027-6674-8723-14**

The Honorable George Latimer  
Westchester County Executive  
148 Martine Avenue, 9<sup>th</sup> Floor  
White Plains, New York 10601

**Via Certified Mail**

**9489-0090-0027-6674-8723-38**

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**

**9489-0090-0027-6674-8723-52**

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**

**9489-0090-0027-6674-8723-76**

Yonkers Corporation Counsel  
Yonkers City Hall  
40 South Broadway #300  
Yonkers, New York 10701

**Via Certified Mail**

**9489-0090-0027-6674-8723-21** ✓

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**

**9489-0090-0027-6674-8723-45**

Westchester County Department of Finance  
Attn: Commissioner of Finance  
148 Martine Avenue, Suite 720  
White Plains, New York 10601

**Via Certified Mail**

**9489-0090-0027-6674-8723-69**

The Hon. Michael Spano  
Mayor of the City of Yonkers  
Yonkers City Hall  
40 South Broadway, Room 200  
Yonkers, New York 10701

**Via Certified Mail**

**9489-0090-0027-6674-8723-83**

Assessment Department  
Yonkers City Hall  
40 South Broadway, Room 100  
Yonkers, New York 10701  
Attn: Assistant Assessor



NYS BOARD OF REAL PROPERTY 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 Avenue, Suite 200  
City Yonkers, New York 10701  
Telephone no. Day (914) 509-8651  
Evening ( )  
Contact Jaime McGill  
Title Executive Director

**2. OCCUPANT (IF OTHER THAN IDA)**  
(If more than one occupant attach separate listing)

NEW

Name HP River Club DE 1 LLC\*  
Street 101 Chase Avenue  
City Lakewood, New Jersey 08701  
Telephone no. Day (732) 397-9115  
Evening ( )  
Contact Joseph Felder  
Title

**3. DESCRIPTION OF PARCEL**

- a. Assessment roll description (tax map no./roll year)  
Block 2605, Lot 75 and Block 2605, Lot 73
- b. Street address   
63 Wells Avenue and 1 Alexander Street
- c. City, Town or Village City of Yonkers

- d. School District Yonkers
- e. County Westchester County
- f. Current assessment TBD
- g. Deed to IDA (date recorded; liber and page)  
12/23/2008; Control #483520462

**4. GENERAL DESCRIPTION OF PROPERTY** (if necessary, attach plans or specifications)

- a. Brief description (include property use) Apartment Building and Parking Lot
- b. Type of construction N/A
- c. Square footage N/A
- d. Total cost N/A
- e. Date construction commenced N/A
- f. Projected expiration of exemption (i.e. date when property is no longer possessed, controlled, supervised or under the jurisdiction of IDA)  
December 31, 2035

**5. SUMMARIZE AGREEMENT (IF ANY) AND METHOD TO BE USED FOR PAYMENTS TO BE MADE TO MUNICIPALITY REGARDLESS OF STATUTORY EXEMPTION**

(Attach copy of the agreement or extract of the terms relating to the project).

- a. Formula for payment Please refer to that certain Tax Agreement dated as of September 14, 2015, a copy of which is attached to the Omnibus Assignment and Assumption Agreement, dated as of November 22, 2024, enclosed for your reference
- b. Projected expiration date of agreement December 31, 2035

\* and HP River Club DE 2 LLC; HP River Club DE 3 LLC, HP River Club DE 4 LLC; and HP River Club DE 5 LLC

c. Municipal corporations to which payments will be made

	Yes	No
County <u>Westchester</u>	<input checked="" type="checkbox"/>	
Town/City <u>City of Yonkers</u>	<input checked="" type="checkbox"/>	
Village <u>Not Applicable</u>		<input checked="" type="checkbox"/>
School District <u>Yonkers DSC</u>	<input checked="" type="checkbox"/>	

d. Person or entity responsible for payment

Name HP River Club DE 1 LLC\*  
 Title Attn: Joseph Felder

Address \_\_\_\_\_  
101 Chase Avenue  
Lakewood, New Jersey 08701

Telephone (732) 397-9115

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.

6. Is the property receiving or has the property ever received any other exemption from real property taxation?  
 (check one) Yes No Property is subject to that certain Tax Agreement dated as of September 14, 2015

If yes, list the statutory exemption reference and assessment roll year on which granted:  
 exemption \_\_\_\_\_ assessment roll year \_\_\_\_\_

7. A copy of this application, including all attachments, has been mailed or delivered on 12/9/24 (date) to the chief executive official of each municipality within which the project is located as indicated in Item 3.

### CERTIFICATION

I, Susan Gerry, Secretary \_\_\_\_\_ of \_\_\_\_\_  
 Name Title  
City of Yonkers Industrial Development Agency hereby certify that the information  
 Organization  
 on this application and accompanying papers constitutes a true statement of facts.

November 6, 2024

Date

X   
 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

\* and HP River Club DE 2 LLC; HP River Club DE 3 LLC, HP River Club DE 4 LLC; and HP River Club DE 5 LLC



## **OMNIBUS ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS OMNIBUS ASSIGNMENT & ASSUMPTION AGREEMENT (the "Assignment"), dated November 22, 2024 (the "Effective Date") is by and between **YONKERS WATERFRONT PROPERTIES, LLC**, a New York limited liability with offices at c/o China Construction America, 445 South Street, Suite 310, Morristown, New Jersey 07960 (the "Company" or the "Assignor"), and **HP RIVER CLUB DE 1 LLC**, as to a 16.04% undivided interest, **HP RIVER CLUB DE 2 LLC**, as to a 13.40% undivided interest, **HP RIVER CLUB DE 3 LLC**, as to a 15.00% undivided interest, **HP RIVER CLUB DE 4 LLC**, as to a 30.31% undivided interest, and **HP RIVER CLUB DE 5 LLC**, as to a 25.25% undivided interest, as tenants in common, each a limited liability company duly formed and validly existing under and by virtue of the laws of the State of Delaware, each having offices at 101 Chase Ave, Lakewood, NJ 08701 (jointly and severally, "Assignee").

### **WITNESSETH:**

WHEREAS, the New York State Industrial Development Agency Act, constituting Title I of Article 18-A of the General Municipal Law of the State of New York, as amended (the "Enabling Act"), authorizes and provides for the creation of industrial development agencies in the several counties, cities, villages and towns in the State of New York and empowers such agencies to acquire, construct, reconstruct, lease, improve, maintain, equip and furnish one or more projects for the purpose of promoting, developing, encouraging and assisting in the acquisition, construction, reconstruction, improvement, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research and recreation facilities, thereby advancing the job opportunities, general prosperity and economic welfare of the people of the State of New York; and

WHEREAS, pursuant to and in accordance with the provisions of the Enabling Act, the City of Yonkers Industrial Development Agency (the "Agency") was established by Chapter 83 of the Laws of 1982 of the State of New York (together with the Enabling Act, the "Act"), for the benefit of the City of Yonkers and the inhabitants thereof; and

WHEREAS, by resolution dated May 28, 2013, the Agency appointed the Assignor the true and lawful agent of the Agency to undertake a certain project (the "Project"), consisting of the acquisition, construction and equipping on land at or adjacent to 63 Wells Avenue, land designated as "Parcel B", Dock Street, Water Street, Alexander Street and Wells Avenue and designated as Block 2605, Lot 75 on the tax map of the City of Yonkers, Yonkers, New York, of an approximately twenty-three story apartment building containing up to 222 units consisting of studios, one bedroom and two bedroom units, approximately 15,000 square feet of life-style amenities, the extension of a public esplanade with the existing Yonkers Canoe and Paddle Club as well as related infrastructure and other improvements (the "Facility"); and

WHEREAS, the Project was originally part of a larger project (the "Collins II Project"), which Collins II Project was bifurcated by a certain Bifurcation, Assignment and Assumption

Agreement, dated as of September 14, 2015, by and between Hudson North, LLC, an affiliate of Assignor, the Agency and the Assignor, and recorded in the Office of the Westchester County Clerk on April 25, 2016, at Control Number 560813267; and

WHEREAS, in connection with the Project, the Agency and the Assignor entered into various agreements (the "Project Documents") which are listed on Schedule A and incorporated herein and made a part hereof as if more fully set forth herein; and

WHEREAS, the Project Documents refer to both 1 Alexander Street and 63 Wells Avenue, and to each as Block 2605, Lot 73 and/or each as Block 2605, Lot 75; and

WHEREAS, 1 Alexander Street is correctly indexed as p/o Block 2605, Lot 73, fee title to which was transferred from the Agency to Hudson North by deed dated June 23, 2023, and recorded in the Office of the Westchester County Clerk on July 19, 2023, at Control Number 631583107; and

WHEREAS, the Project is correctly located at and around Block 2605, Lot 75, the address of which is 63 Wells Avenue; and

WHEREAS, by correspondence dated August 13, 2024 (the "Assignor Request"), the Assignor informed the Agency of its intention to sell the Facility to the Assignee, as purchaser, and requested the Agency's consent to transfer the Project Documents to the Purchaser (the "Proposed Transaction"); and

WHEREAS the Agency consents to the assignment by the Assignor and the assumption by the Assignee of the Project Documents (as assigned, the "Assigned Documents"); and

WHEREAS, the parties hereto have agreed that the Assignor will assign to the Assignee and the Assignee will assume from the Assignor all of the rights, title, interests, obligations and liabilities of the Assignor under the Assigned Documents as of the date of the Effective Date; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto hereby agree as follows:

SECTION 1. DEFINITIONS. Capitalized terms used herein and not otherwise defined shall have the meanings assigned thereto in the Amended and Restated Ground Lease, as amended and supplemented as more fully described on Schedule A.

SECTION 2. INTENTIONALLY OMITTED.

SECTION 3. ASSIGNMENT.

(A) Assignor hereby assigns to the Assignee, its successors and assigns, all of its rights, title and interest, and delegates all of its obligations and liabilities arising from and after the Effective Date, under the Assigned Documents.

(B) Notwithstanding any provisions of this Assignment to the contrary, the Assignee hereby agrees that, so long as it has any interest in the Facility, the Assignee will perform all of the covenants and obligations of Assignor to the Agency under the Assigned Documents arising on or after the Effective Date, including, but not limited to, all present and future rights to defense and indemnity owed to the Agency under the Assigned Documents, including, but not limited to, the Amended and Restated Ground Lease, as amended and supplemented as more fully described on Schedule A, as well as payments in lieu of taxes, expenses and other amounts owed to the Agency under the Assigned Documents. The obligations of the Assignee under this subsection extend to the Assigned Documents as each of said documents exists today, as well as any future amendments thereto consented to in writing by the Assignee and all applicable parties.

(C) Each of the Assignor and the Assignee, jointly and severally, agree and covenant that each of the Assignor and the Assignee hereby releases the Agency and its members, officers, agents, attorneys, and employees from, agrees that the Agency and its members, officers, agents, attorneys and employees shall not be liable for, and agrees to indemnify, defend and hold the Agency and its members, officers, agents, attorneys and employees harmless from and against, any and all liabilities and reasonable costs that may be occasioned, directly or indirectly by any cause, action, or omission whatsoever pertaining to this Assignment, including without limitation, all causes of action and reasonable attorneys' fees and litigation expenses actually incurred in connection with any suits or actions which may arise pertaining to this Assignment, except to the extent such costs, liability or claims are caused by the gross negligence or willful misconduct of Agency, its members, officers, attorneys, agents, or employees.

(D) The Agency hereby agrees and consents to waive and release Assignor and its members, officers, agents and owners from and against any and all liabilities, claims, costs, losses or damages arising out of the acts or omissions of Assignor or in connection with the Assigned Documents, except to the extent any such liability, claim, cost, loss or damage arose prior to the Effective Date. Notwithstanding the foregoing, the Assignor shall in no event be released from any obligation, duty, or liability on account of any breach by Assignor of any of its representations, warranties, covenants or obligations contained herein or in any Transaction Documents (to the extent that any such breach by Assignor under any Transaction Documents accrued on or prior to the Effective Date of the Assignment), or for any fraudulent or willful misconduct engaged in by Assignor.

(E) Assignor hereby agrees and consents that this Assignment shall in no way be construed as a waiver or release of any claims or rights that the Agency may have against the Assignor for any claims arising for acts or omissions of the Assignor occurring prior to the Effective Date, and the Agency reserves any such claims or rights against the Assignor and the right to pursue the same against the Assignor at law or in equity.

#### SECTION 4. ASSUMPTION.

(A) The Assignee hereby assumes and will pay, or cause to be paid, all payments or sums which become payable by Assignor to the Agency under the Assigned Documents from and after the Effective Date. Except as otherwise provided herein, the Agency hereby agrees, understands and acknowledges, that it shall not have any claim against the Assignee for any



damage, loss, cost or expense (including reasonable attorney's fees), claim, liability, obligation or debt arising out of any obligations or liabilities of Assignor which matured, became due or accrued prior to the Effective Date.

(B) The Assignee hereby assumes and will perform and observe all covenants, agreements and other obligations to be performed or observed by the Assignor under the Assigned Documents arising from and after the Effective Date.

#### SECTION 5. ASSIGNEE REPRESENTATIONS.

(A) Assignee hereby represents and warrants to the Assignor and the Agency:

- (i) The Assignee shall take no action that would cause the Facility to fail to continue to constitute a "project" under the Act.

(B) The representations and warranties of the Assignee set forth herein shall survive the closing of the transactions contemplated by the delivery of this Assignment.

SECTION 6. ASSIGNOR REPRESENTATIONS. Assignor hereby represents and warrants to the Agency that: (a) there have been no prior assignments of the Assigned Documents made by Assignor to any other party, (b) that the Assigned Documents are being assigned to the Assignee free and clear of all liens and encumbrances other than (i) that certain Tax Agreement Mortgage, dated as of September 14, 2015 (the "Tax Agreement Mortgage"), by the Agency and the Assignor to the Agency (on behalf of and for the benefit of the City of Yonkers and the County of Westchester), which Tax Agreement Mortgage was recorded in the Office of the Westchester County Clerk on December 23, 2015, at Control Number 552523209 and (ii) that certain \$70,000,000 Fee and Leasehold Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing, by the Assignor and the Agency in favor of North American Company for Life and Health Insurance, dated July 2, 2019, and recorded in the Office of the Westchester County Clerk on 591893540, (c) Assignor has complied with all provisions of the Assigned Documents regarding the transactions contemplated in this Assignment and (d) Assignor has not received written notice from the Agency of any arrears existing under the Assigned Documents or outstanding amounts which are unpaid and due and owing to the Agency from the Assignor under the Assigned Documents. The representations and warranties of Assignor set forth herein shall survive the closing of the transactions contemplated by the delivery of this Assignment.

#### SECTION 7. NO DEFAULTS.

(A) The Assignor hereby represents and warrants to the Agency and Assignee that as of the Effective Date there exists no event of default of the Assignor and, to the best of knowledge of Assignor, the Agency under the Assigned Documents and no event exists which, with the giving of notice or passage of time or both, would become an event of default of Assignor and, to the best of knowledge of Assignor, the Agency under the Assigned Documents.

(B) The Assignee hereby represents and warrants to the Agency that, to the best of knowledge of Assignee, immediately after giving effect to this Assignment, there exists no event

of default on the part of the Assignee or Agency under the Assigned Documents and no event exists which, with the giving of notice or passage of time or both, would become an event of default of Assignee, and, to the best of knowledge of Assignee, on the part of the Agency under the Assigned Documents.

(C) The Assignor hereby represents and warrants to the Assignee, and the Agency acknowledges and agrees that, the To Be Dedicated Lands (as defined in the Bifurcation, Assignment and Assumption Agreement dated as of September 14, 2015, by and between City of Yonkers Industrial Development Agency, Collins Yonkers II LLC, Hudson North, LLC, and Yonkers Waterfront Properties, LLC, and recorded on December 23, 2015 as Control No. 552513090) have been dedicated to the City of Yonkers and that Assignee has no obligations with respect thereto, except as provided in (i) that certain Encroachment and Maintenance Agreement dated as of September 20, 2024 and recorded on November 14, 2024 as Control No. 642003420, (ii) that certain Easement and Maintenance Agreement, dated June 23, 2023 and recorded July 19, 2023 as Control No. 631573680, as amended by that certain First Amendment to Easement and Maintenance Agreement, dated September 20, 2024 and recorded October 10, 2024 as Control No. 642693496 and (iii) that certain Easement and Maintenance Agreement, dated June 23, 2023 and recorded July 19, 2023 as Control No. 631573696, as amended by that certain First Amendment to Easement and Maintenance Agreement, dated September 20, 2024 and recorded October 10, 2024 as Control No. 642693172.

#### SECTION 8. MISCELLANEOUS.

(A) This Assignment shall be binding upon and inure to the benefit of the Agency, Assignor and the Assignee and their respective successors and assigns. For the avoidance of doubt, the Agency is an express third party beneficiary of this Assignment, and is entitled to the rights and benefits hereunder and may enforce the provisions hereof which are applicable to the Agency as if such Agency was a party hereto. This Section 8(A) shall survive the closing of the transactions contemplated by the delivery of this Assignment.

(B) This Assignment 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.

(C) This Assignment shall be governed by, and construed in accordance with, the law of the State of New York, without regard or reference to its conflict of laws principles. Any action brought by any party hereto, or any third party beneficiary, shall be brought within the State of New York, County of Westchester.

(D) Assignor and Assignee agree to deliver to each other such further instruments, and/or documents as reasonably requested for the purpose of carrying out or consummating the transactions contemplated by this Assignment promptly following the other party's, or Agency's, written request therefor.

(E) This Assignment represents the entire agreement between the parties hereto with respect to the subject hereof and supersedes all prior negotiations, either written or oral.

(F) No assignment of this Assignment may be made without the express written consent of the Agency.

(G) Each of the parties will, whenever and as often as they are requested to do so by the other or the third party beneficiary, execute, acknowledge and deliver, or cause to be executed, acknowledged or delivered, any and all such further instruments and documents as may be reasonably necessary to carry out the intent and purpose of this Assignment and to do any and all further acts reasonably necessary to carry out the intent and purpose of this Assignment. This Section 8(G) shall survive the closing of the transactions contemplated by the delivery of this Assignment.

(H) Severance. In order to effectuate a stand-alone "straight-lease transaction" (as such term is defined in Title 1 of Article 18-A of the General Municipal Law of the State of New York) for any Assignee in connection with any financing or for any other reason, each Assignee shall have the right, on written notice to the Agency (and without further board approval of the Agency), to sever its respective rights and obligations contained herein to itself (or together with the other Assignee named herein and/or to one or more entities affiliated with such Assignee). Upon so notifying the Agency the parties will prepare separate agreements (including, but not limited to, a separate environmental compliance and indemnification agreement(s), lease agreement(s) and leaseback agreement(s)) to reflect any stand-alone "straight-lease transaction" with respect to any such Assignee requesting such severance. Upon such severance and the execution and delivery of such separate agreements, the joint and several liability obligations of each Assignee (as set forth in Section 8(J) hereof) shall cease and be of no force and effect.

(I) Intentionally Omitted.

(J) Joint and Several Liability. Subject to Section 8(H) hereof, each Assignee, by entering into and executing this Assignment, is accepting joint and several liability hereunder in consideration of the "financial assistance" (as such term is defined in Title 1 of Article 18-A of the General Municipal Law of the State of New York) provided by the Agency under the "straight-lease transaction", for the mutual benefit, directly and indirectly, of each Assignee and in consideration of the undertakings of the other Assignee to accept joint and several liability for their respective obligations.

Each Assignee, jointly and severally, hereby irrevocably and unconditionally accepts, not merely as a surety but as a co-debtor, joint and several liability with the other Assignee, with respect to the payment and performance of all of their respective obligations hereunder, it being the intention of the parties hereto that all of their respective obligations hereunder shall be joint and several obligations of the Assignee without preference or distinction between them.

If and to the extent that any Assignee shall fail to make any payment with respect to any of their respective obligations hereunder as and when due or to perform any of their respective obligations hereunder in accordance with the terms hereof, then, in each such event, the other Assignee shall make such payment with respect to, or perform, such obligations.

The obligations of each Assignee under the provisions of this Section 8(J) constitute full recourse obligations of each Assignee enforceable against each such Assignee, irrespective of the validity, regularity or enforceability of this Assignment or the Assigned Documents as against any particular Assignee. Each and every representation, warranty, covenant and agreement made by the Assignee, or any of them, hereunder or under the Assigned Documents shall be joint and several, whether or not so expressed, and such obligations of any Assignee shall not be subject to any counterclaim, setoff, recoupment or defense based upon any claim any Assignee may have against the other Assignee, and shall remain in full force and effect without regard to, and shall not be released, discharged or in any way affected by, any circumstances or condition affecting the other Assignee, including, without limitation (a) any waiver, consent, extension, renewal, indulgence or other action or inaction under or in respect of this Assignment or the Assigned Documents with respect to the other Assignee, or any exercise or non-exercise of any right, remedy, power or privilege hereunder with respect to the other Assignee, or the failure to give notice of any of the foregoing to the other Assignee, (b) any invalidity or unenforceability, in whole or in part, of the Amended and Restated Ground Lease, as amended and supplemented as more fully described on Schedule A with respect to the other Assignee, (c) any failure on the part of the other Assignee for any reason to perform or comply with any term hereof; (d) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or similar proceeding with respect to the other Assignee or its properties or creditors; or (e) the other occurrence whatsoever, whether similar or dissimilar to the foregoing, with respect to the other Assignee. Each Assignee hereby waives any requirement or diligence or promptness on the part of the Agency in the enforcement of its rights hereunder or the Assigned Documents with respect to the obligations of any Assignee. Without limiting the foregoing, any failure to make any demand upon, to pursue or exhaust any rights or remedies against any Assignee, or any delay with respect thereto, shall not affect the respective obligations of the other Assignee hereunder or under the Assigned Documents.

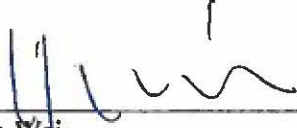
(K) Counterparts. This Assignment may be executed in any number of counterparts each of which shall be deemed an original but which together shall constitute a single instrument. The exchange of copies of this Assignment and of signature pages by facsimile or portable document format (PDF) transmission shall constitute effective execution and delivery of this Assignment as to the parties hereto and may be used in lieu of the original Assignment and signature pages for all purposes.

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[Signature Page to Omnibus Assignment and Assumption Agreement – Page 1 of 6]

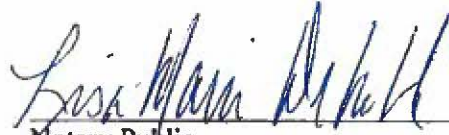
IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the Effective Date.

**YONKERS WATERFRONT PROPERTIES,  
LLC**

By:   
Name: Yan Wei  
Title: Authorized Signatory

STATE OF NEW JERSEY                     )  
COUNTY OF Morris                     )     ss.:

On the 19<sup>th</sup> day of November, in the year 2024, before me, the undersigned, personally appeared Yan Wei, who proved to me on the basis of satisfactory evidence to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

  
Notary Public



[Signature Page to Omnibus Assignment and Assumption Agreement]

HIP RIVER CLUB DE 1 LLC

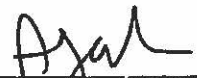
By: 

Name: Asher Handler

Title: Authorized Signatory

STATE OF New Jersey )  
COUNTY OF Ocean ) ss.:

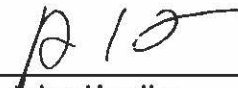
On the 11 day of November, in the year 2024, before me, the undersigned, personally appeared Asher Handler, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public

AYALA GRAMA  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES 12/15/26  
COMMISSION # 50177521

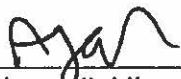


**HIP RIVER CLUB DE 2 LLC**

By:   
Name: Asher Handler  
Title: Authorized Signatory

STATE OF New Jersey )  
COUNTY OF Ocean ) ss.:


On the 11 day of November, in the year 2024, before me, the undersigned, personally appeared Asher Handler, 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 signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
Notary Public

AYALA GRAMA NOTARY PUBLIC OF NEW JERSEY MY COMMISSION EXPIRES 12/15/26 COMMISSION # 50177521
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**HIP RIVER CLUB DE 3 LLC**

By:   
Name: Asher Handler  
Title: Authorized Signatory

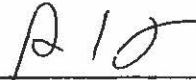
STATE OF New Jersey )  
COUNTY OF Ocean ) ss.:

On the 11 day of November, in the year 2024, before me, the undersigned, personally appeared Asher Handler, 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 signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
Notary Public

NOTARY PUBLIC  
STATE OF NEW JERSEY  
COMMISSION EXPIRES 12/15/26  
COMMISSION # 50177521

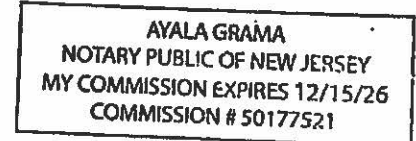
HIP RIVER CLUB DE 4 LLC

By:   
Name: Asher Handler  
Title: Authorized Signatory

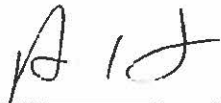
STATE OF New Jersey )  
COUNTY OF Ocean ) ss.:

On the 11 day of November, in the year 2024, before me, the undersigned, personally appeared Asher Handler, 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 signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
Notary Public



HIP RIVER CLUB DE 5 LLC

By:   
Name: Asher Handler  
Title: Authorized Signatory

STATE OF New Jersey )  
COUNTY OF Ocean ) ss.:

On the 11 day of November, in the year 2024, before me, the undersigned, personally appeared Asher Handler, 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 signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
Notary Public

AYALA GRAMA NOTARY PUBLIC OF NEW JERSEY MY COMMISSION EXPIRES 12/15/26 COMMISSION # 50177521
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## CONSENT


The **CITY OF YONKERS INDUSTRIAL DEVELOPMENT AGENCY** (the "Agency") hereby (a) acknowledges notice of and consents to the assignment by **YONKERS WATERFRONT PROPERTIES, LLC**, a limited liability company organized and existing under the laws of the State of Delaware with offices at c/o China Construction America, 445 South Street, Suite 310, Morristown, New Jersey 07960 (the "Company" or the "Assignor") to **HP RIVER CLUB DE 1 LLC**, as to a 16.04% undivided interest, **HP RIVER CLUB DE 2 LLC**, as to a 13.40% undivided interest, **HP RIVER CLUB DE 3 LLC**, as to a 15.00% undivided interest, **HP RIVER CLUB DE 4 LLC**, as to a 30.31% undivided interest, **HP RIVER CLUB DE 5 LLC**, as to a 25.25% undivided interest, as tenants in common, each a limited liability company duly formed and validly existing under and by virtue of the laws of the State of Delaware, each having offices at 101 Chase Ave, Lakewood, NJ 08701 (jointly and severally, the "Assignee") and the assumption by Assignee of the Assigned Documents, as described in the Omnibus Assignment & Assumption Agreement, dated November 22, 2024 (the "Effective Date"), by and between the Assignor and the Assignee, which is incorporated herein by reference and forms a part hereof (the "Assignment"); (b) consents to the conveyance of the Assignor's interest in the Facility from Assignor to the Assignee, in accordance with the Assignment; (c) consents to the assignment to Assignee of all of Assignor's rights, title and interest in and to, and the assumption by the Assignee of Assignor's obligations under, the Assigned Documents in accordance with the Assignment. The undersigned hereby agrees, understands and acknowledges, that it shall not have any claim against the Assignor, for any damage, loss, cost, expense (including reasonable attorney's fees), claim, liability, obligation or debt arising out of any obligations or liabilities under the Assigned Documents which first matured, become due or accrued on or after the Effective Date of the Assignment. The foregoing shall not be construed, however, as a waiver or release of any claims or rights that the undersigned may have at any time against the Assignor which matured, became due, or accrued on or prior to the Effective Date of the Assignment or on account of any breach by Assignor of any of its representations, warranties, covenants or obligations contained in the Assignment or in any Transaction Documents (to the extent that any such breach by Assignor under any Transaction Documents accrued on or prior to the Effective Date of the Assignment), or for any fraudulent or willful misconduct engaged in by Assignor. Notwithstanding anything to the contrary in the foregoing, the Agency acknowledges and agrees to all representations, warranties and covenants of the Agency set forth in the Assignment and that the same are binding on the Agency as if set forth in this Consent. Except as otherwise provided herein or in the Assignment, the undersigned hereby agrees, understands and acknowledges, that it shall not have any claim against the Assignee, for any damage, loss, cost, expense (including reasonable attorney's fees), claim, liability, obligation or debt arising out of any obligations or liabilities of Assignor which matured, became due or accrued prior to the Effective Date of the Assignment.

[SIGNATURE PAGE FOLLOWS]

[Consent to Omnibus Assignment and Assumption Agreement - YIDA]

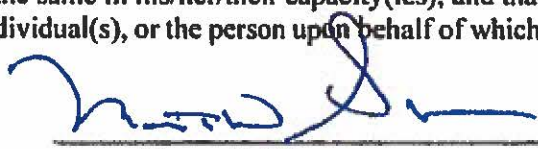
IN WITNESS WHEREOF, the Agency has signed this Consent as of the Effective Date.

CITY OF YONKERS INDUSTRIAL  
DEVELOPMENT AGENCY

By:   
Name: Susan Gerry  
Title: Secretary

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

On the 6<sup>th</sup> day of November, in the year 2024, before me, the undersigned, personally appeared Susan Gerry, 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 signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public

MATTHEW GALLAGHER  
NOTARY PUBLIC, NEW YORK STATE  
Reg# 02GA8208400  
QUALIFIED WESTCHESTER COUNTY  
COMMISSION EXPIRES JUNE 29, 2025

## Schedule A

1. **Amended and Restated Ground Lease**, dated as of September 14, 2015 (the "Amended and Restated Ground Lease") by and between the City of Yonkers Industrial Development Agency and Yonkers Waterfront Properties, LLC (as the same may be assigned, amended, restated, or reaffirmed from time to time), a memorandum of which Amended and Restated Ground Lease was recorded in the Office of the Westchester County Clerk on December 23, 2015, at Control Number 531423089, as amended and supplemented by **Rider to Amended and Restated Ground Lease Agreement**, dated as of September 14, 2015, by and among the Assignor, the Agency, and Yonkers Economic Development Corporation, a New York not-for-profit corporation formed under NPCL 1411, having offices at 470 Nepperhan Avenue, Suite 200, Yonkers, New York 10710 ("YEDC"), which was recorded in the Office of the Westchester County Clerk on July 22, 2019, at Control Number 591693395 (the "Rider"). Pursuant to the Rider, YEDC's interests in the Amended and Restated Ground Lease have been terminated on December 31, 2019 and therefore, YEDC is no longer a party to the Amended and Restated Ground Lease.

2. **Tax Agreement**, dated as of September 14, 2015 (the "Tax Agreement"), by and between the Agency and the Assignor (as the same may be assigned, amended, restated, or reaffirmed from time to time).

3. **Tax Agreement Mortgage**, dated as of September 14, 2015 (the "Tax Agreement Mortgage"), by the Agency and the Assignor to the Agency (on behalf of and for the benefit of the City of Yonkers and the County of Westchester) (as the same may be assigned, amended, restated, or reaffirmed from time to time), securing the obligations of the Assignor to make payments under Section 1 of the Tax Agreement, dated as of September 14, 2015, which was recorded in the Office of the Westchester County Clerk on December 23, 2015, at Control Number 552523209.

4. **Air Rights Easement (Open Space)** of the Agency dated as of September 14, 2015, and recorded in the Office of the Westchester County Clerk on December 23, 2015, at Control Number 552783355.

5. Any and all other instruments, bills of sale, agreements, certificates, documents related to the Project and the Facility and executed in connection therewith by the Assignor and/or the Assignee for the benefit of the Agency, and any other instrument, agreement, certificate or document supplemental thereto.

[END OF SCHEDULE A]

**VILLAGE OF PORT CHESTER INDUSTRIAL DEVELOPMENT AGENCY  
222 GRACE CHURCH STREET  
PORT CHESTER, NEW YORK 10573**

**NOTICE OF PUBLIC HEARING**

December 13, 2024

VIA CERTIFIED MAIL/  
RETURN RECEIPT REQUESTED

To: The Chief Executive Officers of  
Affected Tax Jurisdictions on Schedule A

Re: Village of Port Chester Industrial Development Agency  
North Pearl Holding LLC Project  
Notice of Public Hearing and  
Delivery of Agency Initial Project Resolution

Ladies and Gentlemen:

Please note that on Tuesday, January 7, 2025 at 6:30 p.m. at the Port Chester Senior Community Center, 222 Grace Church Street, Port Chester, New York 10573, the Village of Port Chester Industrial Development Agency (the "Agency") will conduct a public hearing regarding the above-referenced project. Enclosed is a copy of the Notice of Public Hearing describing the Project and the financial assistance contemplated by the Agency. The Notice has been submitted to *The Westmore News* for publication.

In accordance with Section 859-a of the General Municipal Law ("GML") of the State of New York, a representative of the Agency will be at the above-stated time and place to present a copy of the Company's Application for Financial Assistance (including a cost-benefit analysis), which is also available for viewing on the Agency's website at: <https://www.portchesternyida.org/public-hearing-notices>. This public hearing is being conducted pursuant to GML Section 859-a(2) and the Agency is providing this notice to the addressees above pursuant to GML Section 859-a(3), which include the chief executive officers of the affected tax jurisdictions within which the proposed project is to be located. The conduct of the public hearing was authorized by the Agency pursuant to a certain Initial Project Resolution adopted by the Agency on October 9, 2024 (the "Initial Project Resolution"), which pursuant to GML Section 859-a(1-a) is enclosed for your review and records.

You are welcome to attend such hearing at which time you will have an opportunity to review the project application and present your views, both orally and in writing, with respect to the project. The Agency will also live stream the public hearing through its webpage and also encourages all interested parties to submit written comments to the Agency, which will all be included within the public hearing record. Any written comments may be sent to Agency



Administrative Director Christopher Steers at 222 Grace Church Street, Port Chester, New York 10573 and/or [IDAPublicComments@portchesternyida.org](mailto:IDAPublicComments@portchesternyida.org) and (914) 939-5200.

Very truly yours,

VILLAGE OF PORT CHESTER  
INDUSTRIAL DEVELOPMENT AGENCY

Schedule A  
Affected Tax Jurisdiction Officials

**Certified Mail # [REDACTED]**

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

**Certified Mail # [REDACTED]**

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

**Certified Mail # [REDACTED]**

Village of Port Chester  
Attn: Mayor  
222 Grace Church Street  
Port Chester, New York 10573

**Certified Mail # [REDACTED]**

Village of Port Chester  
Attn: Village Manager  
222 Grace Church Street  
Port Chester, New York 10573

**Certified Mail # [REDACTED]**

Port Chester-Rye Union Free School District  
Attn: Superintendent  
113 Bowman Avenue  
Port Chester, New York 10573

**Certified Mail # [REDACTED]**

Port Chester-Rye Union Free School District  
Attn: President, BOE  
113 Bowman Avenue  
Port Chester, New York 10573

**Certified Mail # [REDACTED]**

Port Chester-Rye Union Free School District  
Attn: District Clerk  
113 Bowman Avenue  
Port Chester, New York 10573

**Certified Mail # [REDACTED]**

Town of Rye  
Attn: Supervisor  
222 Grace Church Street  
Port Chester, New York 10573

**INITIAL PROJECT RESOLUTION**  
*(North Pearl Holding LLC Project)*

A regular meeting of the Village of Port Chester Industrial Development Agency was convened on Wednesday, October 9, 2024 at 6:30 p.m. at 222 Grace Church Street, Port Chester, New York 10573.

The following resolution was duly offered and seconded, to wit:

Resolution No. 10/2024 - 02

RESOLUTION OF THE VILLAGE OF PORT CHESTER INDUSTRIAL DEVELOPMENT AGENCY (THE "AGENCY") (i) ACCEPTING THE APPLICATION OF NORTH PEARL HOLDING LLC (THE "COMPANY") IN CONNECTION WITH A PROPOSED PROJECT (AS FURTHER DESCRIBED HEREIN); (ii) AUTHORIZING THE SCHEDULING AND CONDUCT OF ONE OR MORE PUBLIC HEARINGS; AND (iii) DESCRIBING THE FORMS OF FINANCIAL ASSISTANCE BEING CONTEMPLATED BY THE AGENCY WITH RESPECT TO THE PROJECT

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended, and Chapter 632 of the Laws of 1972 of the State of New York, as amended (hereinafter collectively called the "Act"), the **VILLAGE OF PORT CHESTER INDUSTRIAL DEVELOPMENT AGENCY** (hereinafter called "Agency") was created with the authority and power to own, lease and sell property for the purpose of, among other things, acquiring, constructing and equipping industrial, manufacturing and commercial facilities as authorized by the Act; and

WHEREAS, **NORTH PEARL HOLDING LLC**, for itself and/or a related entity or entities to be formed (collectively, the "Company"), has submitted an application to the Agency requesting the Agency's assistance with a certain project (the "Project") consisting of: (i) the acquisition by the Agency of a leasehold interest in certain parcels of real property located at 5 Pearl Street, 9-11 Pearl Street and 153-157 Westchester Avenue, each in the Village of Port Chester, New York (the "Land", being more particularly described as tax parcel numbers: 142.30-2-1, 142.30-2-2 and 142.30-2-18, as may be merged) along with the existing improvements thereon consisting principally of various multi-story commercial buildings, offstreet roadway and parking improvements, curbage and related site improvements (the "Existing Improvements"); (ii) the demolition of the Existing Improvements and the planning, design, construction, operation and leasing by the Company of a fifteen story multi-tenanted, mixed use redevelopment project that will include: (a) approximately 190 residential apartment units, (b) approximately 1,500 square feet of ground floor retail space to be leased as single or multi-tenanted retail space, (c) structured parking improvements providing for approximately 110 parking spaces, and (d) additional tenant amenity spaces, lobbies, common areas, green spaces, various subsurface structural improvements, roadway improvements, access and egress improvements, storm water improvements, utility improvements, signage, curbage, sidewalks, and landscaping improvements (collectively, the "Improvements"); (iii) the acquisition of and installation in and around the Existing Improvements

and Improvements by the Company of machinery, equipment, fixtures and other items of tangible personal property (the "Equipment" and, collectively with, the Land, the Existing Improvements and the Improvements, the "Facility"); and (iv) entering into a straight lease transaction (within the meaning of subdivision (15) of Section 854 of the Act), pursuant to which the Agency will retain a leasehold interest in the Facility for a period of time and sublease such interest in the Facility back to the Company (the "Straight Lease Transaction"); and

WHEREAS, the Agency is contemplating providing financial assistance to the Company with respect to the Project (collectively, the "Financial Assistance") in the form of: (A) an exemption from all State and local sales and use taxes with respect to qualifying personal property included in or incorporated into the Facility or used in the acquisition, construction or equipping of the Facility; (B) mortgage recording tax exemption(s) relating to financings undertaken by the Company in furtherance of the Project, and (C) a partial real property tax abatement through one or more payment-in-lieu-of-tax agreements (collectively, the "PILOT Agreement"), pursuant to which the Company would make payments in lieu of real property taxes to each affected tax jurisdiction (collectively, the "Affected Tax Jurisdictions"); and

WHEREAS, the Agency intends to describe the Project, accept the Application, describe the forms of Financial Assistance contemplated by the Agency and authorize the scheduling and conduct of public hearing(s) pursuant to and in accordance with the Act.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE VILLAGE OF PORT CHESTER INDUSTRIAL DEVELOPMENT AGENCY AS FOLLOWS:

Section 1. Based upon the representations made by the Company to the Agency in the Application, the Agency hereby finds and determines that:

(A) By virtue of the Act, the Agency has been vested with all powers necessary and convenient to carry out and effectuate the purposes and provisions of the Act and to exercise all powers granted to it under the Act; and

(B) It is desirable and in the public interest for the Agency to (i) acquire title to or other interest in the Land, the Existing Improvements, Improvements and the Equipment constituting the Facility, (ii) lease or sell the Agency's interest in the Land, Existing Improvements, Improvements and Equipment constituting the Facility to the Company pursuant to a lease agreement or sale agreement to be negotiated, and (iii) enter into a Straight Lease Transaction and/or Sale Agreement; and

(C) Subject to the terms and conditions set forth within Section 4, hereof, the Agency has the authority to take the actions contemplated herein under the Act; and

(D) The action to be taken by the Agency will induce the Company to undertake the Project, thereby increasing employment opportunities in the Village, and otherwise furthering the purposes of the Agency as set forth in the Act; and

(E) The Project will not result in the removal of a facility or plant of the Company or any other proposed occupant of the Project from one area of the State of New York (the "State") to another area of the State or result in the abandonment of one or more plants or facilities of the Company or any other proposed occupant of the Project located within the State; and the Agency hereby finds that, based on the Company's Application, to the extent occupants are relocating from one plant or facility to another, the Project is reasonably necessary to discourage the Project occupants from removing such other facility or plant to a location outside the State and/or is reasonably necessary to preserve the competitive position of the Project occupants in their respective industries.

Section 2. The proposed financial assistance being contemplated by the Agency includes (i) an exemption from all state and local sales and use taxes with respect to the qualifying personal property included within the Project or used in the acquisition, construction or equipping of the Project; (ii) mortgage recording tax exemption(s) relating to financings undertaken by the Company in furtherance of the Project, and (iii) a partial real property tax abatement through one or more payment-in-lieu-of-tax agreements (the "PILOT Agreement"), pursuant to which the Company would make payments in lieu of real property taxes to the Affected Tax Jurisdictions.

Section 3. The Agency further authorizes the scheduling and conduct of one or more public hearings as required by Section 859-a of the Act (the "Public Hearings"). The Agency's scheduling and conduct of the Public Hearings shall be contingent upon: (i) the Company securing all necessary zoning, site plan and subdivision approvals necessary for the Project, and (ii) the Company funding an escrow account to pay all costs of the Agency incurred in connection with processing the Application and preparing necessary cost-benefit studies associated with same.

Section 4. The Agency's formal inducement to undertake the Project and approve the Financial Assistance shall be by one or more further resolutions of the Agency and shall be subject to the terms and conditions as are set forth therein.

Section 5. The Chairman, Vice Chairman and the Administrative Director of the Agency are hereby authorized and directed to negotiate, but not execute, certain lease agreements, the PILOT Agreement, and related documents to undertake the Straight Lease Transaction.

Section 6. Harris Beach PLLC, as Transaction Counsel for the Agency, is hereby authorized to work with counsel to the Company and others to prepare for submission to the Agency all documents necessary to conduct the Public Hearings and effect the authorization and undertaking of the Project.

Section 7. The Chairman, Vice Chairman and Administrative Director of the Agency are hereby authorized and directed to distribute copies of this Resolution to the Company and to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution.

Section 8. This Resolution shall take effect immediately.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	<i>YEA</i>	<i>NEA</i>	<i>ABSTAIN</i>	<i>ABSENT</i>
Frank Ferrara	[X ]	[ ]	[ ]	[ ]
Dan Brakewood	[X ]	[ ]	[ ]	[ ]
Hon. John Allen	[X ]	[ ]	[ ]	[ ]
James T. Taylor	[X ]	[ ]	[ ]	[ ]
John Hiensch	[X ]	[ ]	[ ]	[ ]
Hon. Juliana Alzate	[X ]	[ ]	[ ]	[ ]
Richard O'Connell	[X ]	[ ]	[ ]	[ ]

The Resolution was thereupon duly adopted.

STATE OF NEW YORK                    )  
COUNTY OF WESTCHESTER        ) SS:

I, the undersigned Secretary of the Village of Port Chester Industrial Development Agency, DO HEREBY CERTIFY:

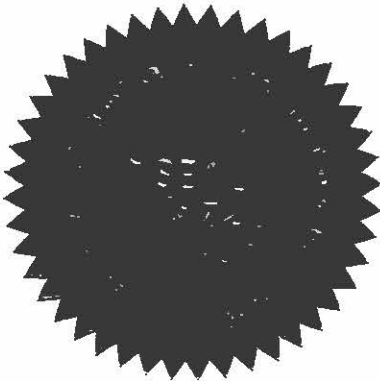
That I have compared the annexed extract of minutes of the meeting of the Village of Port Chester Industrial Development Agency (the "Agency"), including the resolution contained therein, held on October 9, 2024, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency and of such resolution set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

I FURTHER CERTIFY, that all members of said Agency had due notice of said meeting, that the meeting was in all respects duly held and that, pursuant to Article 7 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public, and that public notice of the time and place of said meeting was duly given in accordance with such Article 7.

I FURTHER CERTIFY, that there was a quorum of the members of the Agency present throughout said meeting.

I FURTHER CERTIFY, that as of the date hereof, the attached resolution is in full force and effect and has not been amended, repealed or modified.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Agency this 9<sup>th</sup> day of October, 2024.



Secretary



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



January 2, 2025

Mr. Richard Wishnie  
83B Heritage Hills  
Somers NY 10589

Re: Appointment to Position of Acting County Executive

Dear Commissioner Wishnie,

The Hon. George Latimer has vacated the office of County Executive, which was effective at 12:01 pm today. Pursuant to Section 110.51(2) of the Laws of Westchester County, as Chair of the Westchester County Board of Legislators, I am hereby appointing you, as head of the Westchester County Department of Emergency Services, to serve as Acting County Executive. This appointment shall take effect immediately. Pursuant to New York Public Officer's Law § 10, you are required to take an oath of office with the County Clerk.

Pursuant to Section 110.51(2), the full Board of Legislators will call for a special election to fill the unexpired term of the County Executive, and will appoint a County Executive who shall serve until the results of that special election are certified. As such, this appointment to the position of Acting County Executive shall expire at the time the Board of Legislators makes an appointment of a County Executive.

Yours truly,

Vedat Gashi  
Chair, Board of Legislators

Cc: Hon. Tim Idoni, County Clerk  
Sunday Vanderberg, Clerk of the Board of Legislators



George Latimer  
County Executive

November 25, 2024

Hon. Timothy Idoni  
County Clerk  
Westchester County  
110 Dr. Martin Luther King, Jr. Blvd.  
White Plains, NY 10601

Effective Thursday, January 2, 2025, at 12:01 PM, I am resigning the position of Westchester County Executive, as I will be sworn in to the position of U.S. Congressman for New York for the 16<sup>th</sup> Congressional District.

I am deeply appreciative of the many kindnesses shown to me during my seven-year tenure as County Executive, and for my prior thirteen years' service as a member of the Westchester County Board of Legislators. I look forward to working closely with Westchester County government in my new responsibilities.

Warmest wishes,

A handwritten signature in black ink, appearing to read "George Latimer".

George Latimer

Distribution

Chairman and Honorable Members of the Westchester County Board of Legislators  
The Clerk of the Westchester Board of Legislators  
County Executive Senior Staff Members

Office of the County Executive

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

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

[westchestercountyny.gov](http://westchestercountyny.gov)

## RESOLUTION - 2024

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

**WHEREAS**, the County Executive, having on the 1<sup>st</sup> day of January, 2024, recommended the reappointment of Pamela Dubitsky of Larchmont, 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 9<sup>th</sup> day of December, 2024 approved the reappointment of Pamela Dubitsky 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: December 9, 2024  
White Plains, New York



COMMITTEE ON APPOINTMENTS

Dated: December 9, 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:

**APPOINTMENTS**

A handwritten signature in black ink, appearing to be "R. G.", with a long horizontal flourish extending to the right.

## RESOLUTION - 2024

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

**WHEREAS**, the County Executive, having on the 1<sup>st</sup> day of January, 2024, recommended the reappointment of Sobeida Cruz of Yonkers, 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 9<sup>th</sup> day of December, 2024 approved the reappointment of Sobeida Cruz 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: December 9, 2024  
White Plains, New York

Three handwritten signatures in blue ink. The top signature is a stylized 'JL'. The middle signature appears to be 'Cathy Park'. The bottom signature is 'Smith'.

COMMITTEE ON APPOINTMENTS

Dated: December 9, 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:

**APPOINTMENTS**

A handwritten signature in black ink, appearing to be "R. G.", with a long horizontal flourish extending to the right.

RESOLUTION - 2024

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

**WHEREAS**, the County Executive having on the 3<sup>rd</sup> day of June, 2024, recommended the appointment of Cesar E. Vidal of Peekskill, New York, as a member of the Westchester County Hispanic Advisory Board, for a term to commence on June 3, 2024 and expire on December 31, 2025, 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 9<sup>th</sup> day of December, 2024, approved the appointment of Cesar E. Vidal to the Westchester County Hispanic Advisory Board; NOW THEREFORE BE IT

**RESOLVED**, that said appointment be and is hereby approved.

Dated: December 9, 2024  
White Plains, New York

A handwritten signature in blue ink, appearing to read "Carlos Pabon", with a stylized flourish above it. Below the signature is a smaller, less legible signature.

COMMITTEE ON APPOINTMENTS



Dated: December 9, 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:

**APPOINTMENTS**

A handwritten signature in black ink, appearing to be "R. G.", with a long horizontal flourish extending to the right.

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: December 9, 2024

White Plains, New York

James J. Ziller John  
Nancy G. Barr  
Paul J. Felt  
Suzanne  
D. Smith

David A. Barr  
Nancy G. Barr  
Emilia A. Barr

COMMITTEES  
Budget & Appropriations

ON  
Law & Major Contracts

# 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  
CA  
Reviewed By: 

Budget Director

Date: 10/30/24

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.



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
					<b>Quantity Subtotal</b>	<b>46.8</b>
					<b>Services Subtotal</b>	<b>\$11,700.00</b>

### 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 17:28 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

# 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**

08/05/2024 10:24:35A

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

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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

<u>Disbursements and Other Charges:</u>	\$ 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



			Hrs/Rate	Amount
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-DR**

08/08/2024 11:29 AM

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

**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

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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		<u>\$1,608.36</u>
	Total amount of this bill		<u>\$10,648.36</u>

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 6<sup>th</sup> 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

December 9, 2024

James J. Bell Jr.  
Manny Barr  
Full Strike  
SA  
Smith

David Barr  
Manny Barr  
Emiljane Ulg

COMMITTEE ON:

Budget & Appropriations

Law & Major Contracts

# 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

ACT NO. -2024

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.

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

Your Committee is in receipt of a communication from the County Attorney recommending the approval of an Act which, if adopted by your Honorable Board, would authorize the County of Westchester (the “County”) to enter into an agreement (the “Agreement”) to retain, at County expense, the law firm of Bleakley Platt & Schmidt, LLP (the “Firm”), to represent the Westchester County Board of Health (“BOH”), as needed (the “Services”), in connection with the administrative matter, *In re Playland Pool (Standard Amusements)* (the “Administrative Matter”). The term of the proposed Agreement will commence retroactive to December 5, 2024 and will continue until the Administrative Matter has been resolved.

Your Committee is advised that the BOH has brought administrative charges under the State and local Sanitary Code against Standard Amusements (“Standard”) as operator of the Playland Pool, stemming from the death that occurred in August 2024. The BOH has requested legal assistance from the County Attorney in prosecuting those charges. The County has also received a notice of claim from the family of the deceased, and is being defended and indemnified in that matter pursuant to the operating agreement between the County and Standard, and Standard’s insurance contracts (the “Wrongful Death Matter”). Because the County Attorney’s office will be involved in the monitoring of outside counsel and defense of the Wrongful Death Matter, the County Attorney believes there is a conflict which will prevent him from providing the BOH with representation in the Administrative Matter. Accordingly, the Firm is needed to provide representation to the BOH in the Administrative Matter.

Under the proposed Agreement, the Firm will be paid a total amount not-to-exceed Twenty-Five Thousand Dollars (\$25,000.00), payable at the rate of Three Hundred Seventy-Five Dollars (\$375.00) per hour for the services of David Chen, Esq., and One Hundred Eighty-Five Dollars (\$185.00) per hour for paralegal services. In addition, the Firm will be reimbursed, at cost, for *reasonable and necessary* out of pocket expenses and disbursements.

Your Committee is advised that the proposed Agreement is exempt from the Westchester County Procurement Policy and Procedures pursuant to Section 3(a) x thereof which exempts “procurements for the services of lawyers . . .”.

The Planning Department has advised that the proposed Agreement does 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 adoption of the proposed Act requires an affirmative vote of a majority of the members of your Honorable Board.

After due consideration, your Committee recommends adoption of the proposed Act.

Dated: December 9, 2024  
White Plains, New York

*James Zeller John -*  
*Manafy Sam*  
*Smith*  
*Self*  
*Paul Hahot*

*and*  
*Yasuf Sam*  
*Emiliana Uly*

C:JPG-12/05/24

COMMITTEES ON:  
Budget & Appropriations      Law & Major Contracts

# FISCAL IMPACT STATEMENT

SUBJECT: Board of Health outside Counsel

☐ 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 \$ 25,000

Total Current Year Revenue \$ -

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

☐ Additional Appropriations

☐ Other (explain)

Identify Accounts: 101-18-1000-4923

Potential Related Operating Budget Expenses: Annual Amount \$25,000

Describe: Cost for County to retain the law firm of Bleakley Platt and Schmidt, LLP to represent the Board of Health in regards to Playland Pool (Standard Amusements).

Potential Related Operating Budget Revenues: Annual Amount

Describe:

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

Current Year:

Next Four Years:

Prepared by: Christina Rampata

Title: Deputy Budget Director

Department: Budget

Date: December 6, 2024

Reviewed By: 

Budget Director

Date: 12/6/24



ACT NO. 2024 - \_\_\_\_\_

AN ACT authorizing the County to retain, at County expense, the law firm of Bleakley Platt & Schmidt, LLP to represent the Westchester County Board of Health, as needed, in connection with the administrative matter *In re Playland Pool (Standard Amusements)*

**BE IT ENACTED** by 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 agreement (the “Agreement”) to retain, at County expense, the law firm of Bleakley Platt & Schmidt, LLP (the “Firm”), to represent the Westchester County Board of Health (“BOH”), as needed (the “Services”), in connection with the administrative matter pending before the BOH, named here as *In re Playland Pool (Standard Amusements)* (the “Administrative Matter”).

§2. The Agreement shall be for a term that will commence retroactive to December 5, 2024 and continue until the Administrative Matter is resolved. For the Services rendered, the Firm shall be paid a total amount not-to-exceed Twenty-Five Thousand Dollars (\$25,000.00), payable at the rate of Three Hundred Seventy-Five Dollars (\$375.00) per hour for the services of David Chen, Esq., and One Hundred Eighty-Five Dollars (\$185.00) per hour for paralegal services. In addition, the Firm will be reimbursed, at cost, for *reasonable and necessary* out of pocket expenses and disbursements.

§3. The Firm is hereby authorized to take any and all steps that are reasonably necessary to represent the BOH concerning the Administrative Matter, in accordance with the terms to be specified in the Agreement.

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

§5. This Act shall take effect immediately.



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

Your Committee is in receipt of a communication from the County Executive 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”).

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”):

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

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.

Your Committee has 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.

Your Committee has 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.

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”).

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.

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: January 6<sup>th</sup>, 2025  
White Plains, New York

c/tsa/ 11.14.24

Budget & Appropriations

Housing & Planning

Public Works & Transportation

Dated: January 6, 2025  
White Plains, New York

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

**Budget & Appropriations**

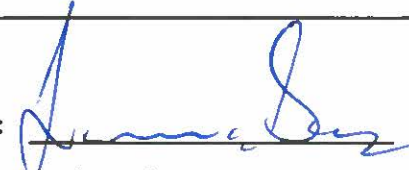
Handwritten signature of Colin J. Smith in cursive.Handwritten signature of Julia Hoffman in cursive.

**Housing & Planning**


Handwritten signature of Colin J. Smith in cursive.



# FISCAL IMPACT STATEMENT

<b>CAPITAL PROJECT #:</b> <u>BPL44</u>		<input type="checkbox"/> <b>NO FISCAL IMPACT PROJECTED</b>	
<b>SECTION A - CAPITAL BUDGET IMPACT</b> To Be Completed by Budget			
<input checked="" type="checkbox"/> <b>GENERAL FUND</b>	<input type="checkbox"/> <b>AIRPORT FUND</b>	<input type="checkbox"/> <b>SPECIAL DISTRICTS FUND</b>	
<b>Source of County Funds (check one):</b>		<input checked="" type="checkbox"/> <b>Current Appropriations</b>	
		<input type="checkbox"/> <b>Capital Budget Amendment</b>	
<b>SECTION B - BONDING AUTHORIZATIONS</b> To Be Completed by Finance			
<b>Total Principal</b>	\$	7,000,000	<b>PPU</b> 10 <b>Anticipated Interest Rate</b> 2.85%
<b>Anticipated Annual Cost (Principal and Interest):</b>		\$	819,807
<b>Total Debt Service (Annual Cost x Term):</b>		\$	8,198,070
<b>Finance Department:</b>		maab 11-15-24	
<b>SECTION C - IMPACT ON OPERATING BUDGET (exclusive of debt service)</b> To Be Completed by Submitting Department and Reviewed by Budget			
<b>Potential Related Expenses (Annual):</b>		\$	-
<b>Potential Related Revenues (Annual):</b>		\$	-
<b>Anticipated savings to County and/or impact of department operations</b> (describe in detail for current and next four years):  _____  _____			
<b>SECTION D - EMPLOYMENT</b> As per federal guidelines, each \$92,000 of appropriation funds one FTE Job			
<b>Number of Full Time Equivalent (FTE) Jobs Funded:</b>		76	
<b>Prepared by:</b>	<u>Dianne Vanadia</u>		
<b>Title:</b>	<u>Associate Budget Director</u>		
<b>Department:</b>	<u>Budget</u>		
<b>Date:</b>	<u>11/15/24</u>		
	<b>Reviewed By:</b>	 <u>Budget Director</u>	
	<b>Date:</b>	<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**

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**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

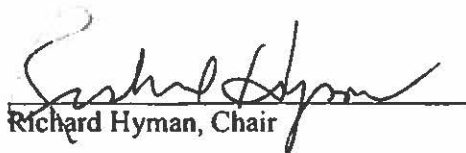
**WHEREAS**, the recommendations, comments and changes suggested by the Planning Board have been incorporated into the three Planning Board Reports; and

**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 (86 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
<b>Total</b>	<b>\$7,000,000</b>	<b>1,354</b>

**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 1<sup>st</sup> 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

## CAPITAL PROJECT FACT SHEET

<b>Project ID:*</b> BPL44  <b>Fact Sheet Year:*</b> 2024  <b>Category*</b> BUILDINGS, LAND & MISCELLANEOUS	<input checked="" type="checkbox"/> CBA  <b>Project Title:*</b> PUBLIC HOUSING AUTHORITY IMPROVEMENTS  <b>Department:*</b> PLANNING	<b>Fact Sheet Date:*</b> 08-21-2024  <b>Legislative District ID:</b> 8,10,11,14,15,16,17  <b>CP Unique ID:</b> 2495
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### 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
<b>Gross</b>	7,000	0	7,000	0	0	0	0	0
<b>Less Non-County Shares</b>	0	0	0	0	0	0	0	0
<b>Net</b>	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
<b>Total:</b>	<b>\$ 7,000,000</b>

### 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:**

<b>Department of Planning</b>	<b>Date</b>
MLLL	09-09-2024

<b>Department of Public Works</b>	<b>Date</b>
RJB4	09-11-2024

<b>Budget Department</b>	<b>Date</b>
DEV9	09-11-2024

<b>Requesting Department</b>	<b>Date</b>
MLLL	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
<b>Gross</b>	<b>7,000</b>			<b>7,000</b>					
<b>Non County Share</b>									
<b>Total</b>	<b>7,000</b>			<b>7,000</b>					

### **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.**

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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](http://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 2<sup>nd</sup> 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

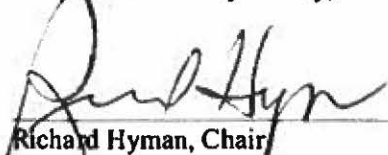
**WHEREAS**, the funding to support the development of the Affordable AFFH Units is consistent with and reinforces *Westchester 2025 – Policies to Guide County Planning*, the County Planning Board's adopted long-range land use and development policies, by contributing to the development of "a range of 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 2<sup>nd</sup> 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

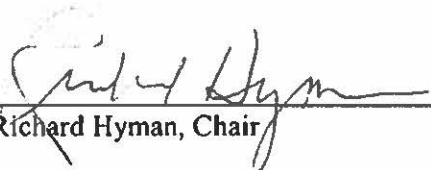
**WHEREAS**, the funding to support the development of the Affordable AFFH Units is consistent with and reinforces *Westchester 2025 – Policies to Guide County Planning*, the County Planning Board’s adopted long-range land use and development policies, by contributing to the development of “a range of 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 6<sup>th</sup> 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**

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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.

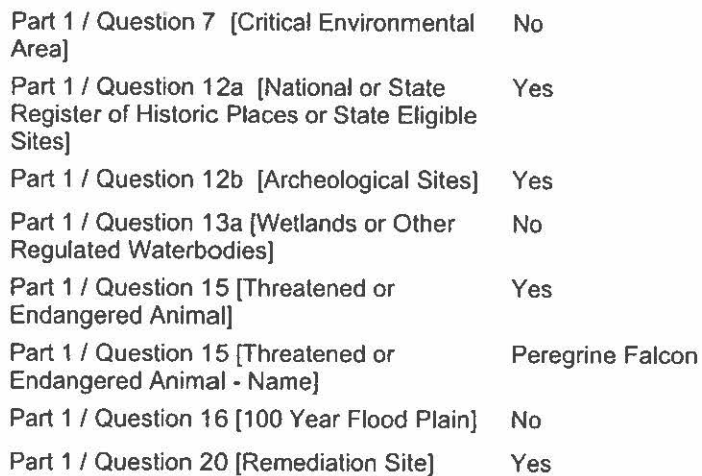
<b>Part 1 – Project and Sponsor Information</b>			
Name of Action or Project: 99 Church Street & 6 Cottage Place			
Project Location (describe, and attach a location map): 97-109 Church Street, White Plains			
Brief Description of Proposed Action: The Applicant is proposing to renovate the existing buildings 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
	<input checked="" type="checkbox"/>	<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)? 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"/>
<b>I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b>  Applicant/sponsor/name: WBP Development LLC by its attorneys DDWWW      Date: 11/12/24 Signature: <u>[Signature]</u> Title: <u>president</u>		

**PRINT FORM**

Monday, August 19, 2024 3:33 PM



## *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)



**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: January 6<sup>th</sup>, 2025

White Plains, New York

James Zelen John  
SJS  
W. W. W.  
Doris J. Subito  
J. D.  
Nancy Baum

W. W. W.  
James Zelen John  
and  
J. D.

SJS  
James Zelen John  
W. W. W.  
J. D.  
Nancy Baum

COMMITTEE ON  
c/dlv/jpi 11-18-24

Budget & Appropriations

Housing & Planning

Public Works  
&  
Transportation

Dated: January 6, 2025  
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 cursive script, appearing to read "John P. Holman".



**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

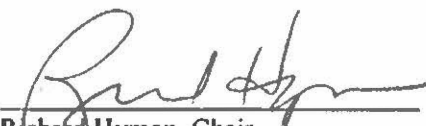
**WHEREAS**, the funding to support the development of the Affordable AFFH Units is consistent with and reinforces *Westchester 2025 – Policies to Guide County Planning*, the County Planning Board's adopted long-range land use and development policies, by contributing to the development of "a range of 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 2<sup>nd</sup> 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 BPLIA 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 BPLIA 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

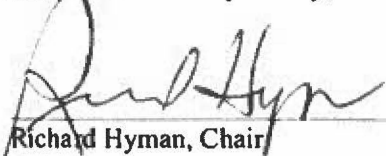
**WHEREAS**, the funding to support the development of the Affordable AFFH Units is consistent with and reinforces *Westchester 2025 – Policies to Guide County Planning*, the County Planning Board's adopted long-range land use and development policies, by contributing to the development of "a range of 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 2<sup>nd</sup> 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

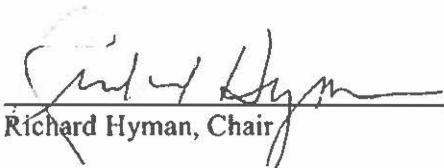
**WHEREAS**, the funding to support the development of the Affordable AFFH Units is consistent with and reinforces *Westchester 2025 – Policies to Guide County Planning*, the County Planning Board’s adopted long-range land use and development policies, by contributing to the development of “a range of 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 6<sup>th</sup> 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**

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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.

<b>Part 1 – Project and Sponsor Information</b>			
<b>Name of Action or Project:</b> 99 Church Street & 6 Cottage Place			
<b>Project Location (describe, and attach a location map):</b> 97-109 Church Street, White Plains			
<b>Brief Description of Proposed Action:</b> 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.			
<b>Name of Applicant or Sponsor:</b> WBP Development LLC		<b>Telephone:</b> 914-263-0079 <b>E-Mail:</b> jwendling@wbpdev.com	
<b>Address:</b> c/o Wilder Balter Partners, Inc., 480 Bedford Road			
<b>City/PO:</b> Chappaqua		<b>State:</b> NY	<b>Zip Code:</b> 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  <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: Common Council; Building Department; WC BOL			YES  <input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action?		0.93 acres	
b. Total acreage to be physically disturbed?		0 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		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	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?	NO	YES	
If Yes, identify: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	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 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?	NO	YES	
If the proposed action will exceed requirements, describe design features and technologies: _____ _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply?	NO	YES	
If No, describe method for providing potable water: _____ _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities?	NO	YES	
If No, describe method for providing wastewater treatment: _____ _____	<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	
Consultation with SHPO closed and both buildings at the property were determined to be not eligible for listing.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	<input checked="" type="checkbox"/>	<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)?	<input type="checkbox"/>	<input type="checkbox"/>
If Yes, briefly describe: _____ 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"/>
<b>I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b>  Applicant/sponsor/name: WBP Development LLC by its attorneys DDWWW      Date: 11/12/24 Signature: <u>[Signature]</u> Title: <u>president</u>		

**PRINT FORM**

***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

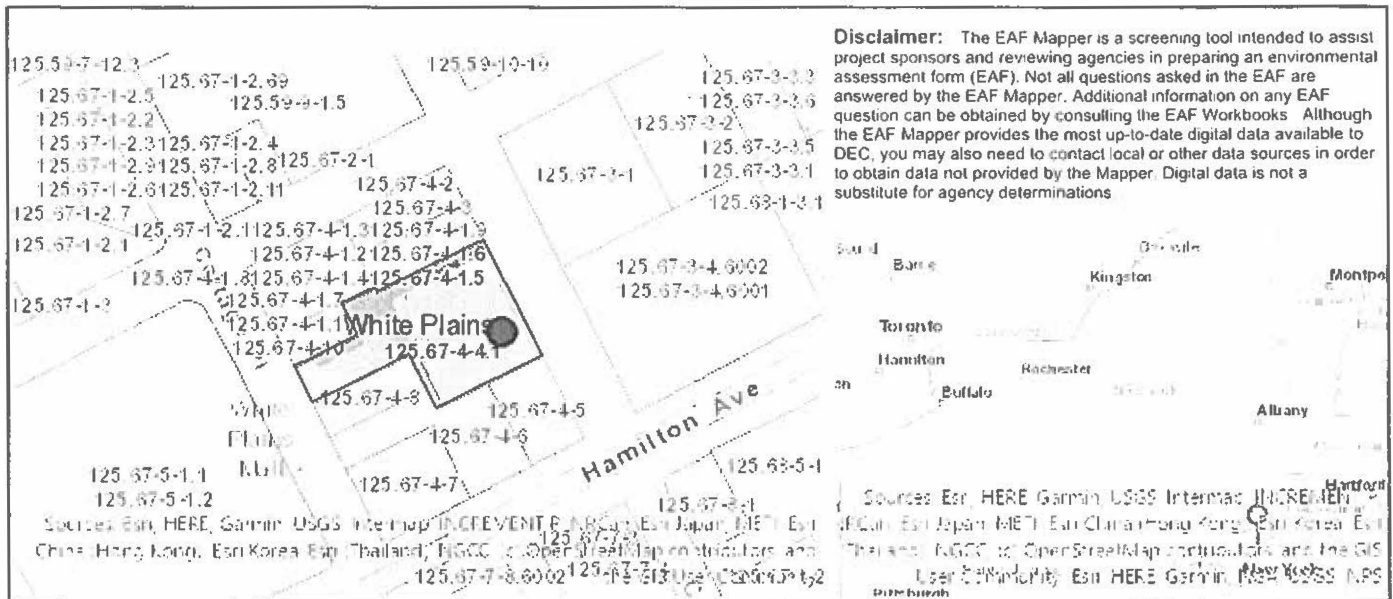
Title of Responsible Officer

Signature of Preparer (if different from Responsible Officer)

**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

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.

3943936.1 047331 LEG

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

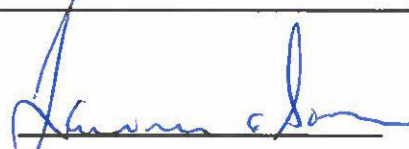
\$10,000,000 - thirty (30) years

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

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

# FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: <u>BPL30</u>		<input type="checkbox"/> NO FISCAL IMPACT PROJECTED	
<b>SECTION A - CAPITAL BUDGET IMPACT</b> 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	
99 CHURCH ST 6 COTTAGE PLACE WHITE PLAINS FS 2585			
<b>SECTION B - BONDING AUTHORIZATIONS</b> 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	
<b>SECTION C - IMPACT ON OPERATING BUDGET</b> (exclusive of debt service) To Be Completed by Submitting Department and Reviewed by Budget			
Potential Related Expenses (Annual):	\$	-	
Potential Related Revenues (Annual):	\$	-	
Anticipated savings to County and/or impact of department operations (describe in detail for current and next four years): <hr/> <hr/>			
<b>SECTION D - EMPLOYMENT</b> As per federal guidelines, each \$92,000 of appropriation funds one FTE Job			
Number of Full Time Equivalent (FTE) Jobs Funded:			
Prepared by:	<u>Dianne Vanadia</u>		
Title:	<u>Associate Budget Director</u>	Reviewed By:	
Department:	<u>Budget</u>		Budget Director
Date:	<u>11/15/24</u>	Date:	<u>11/15/24</u>

## CAPITAL PROJECT FACT SHEET

<b>Project ID:*</b> BPL30	<input checked="" type="checkbox"/> <b>CBA</b>	<b>Fact Sheet Date:*</b> 07-08-2024
<b>Fact Sheet Year:*</b> 2024	<b>Project Title:*</b> NEW HOMES LAND ACQUISITION II	<b>Legislative District ID:</b> 5, 8
<b>Category*</b> BUILDINGS, LAND & MISCELLANEOUS	<b>Department:*</b> PLANNING	<b>CP Unique ID:</b> 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
<b>Gross</b>	104,500	104,500	0	0	0	0	0	0
<b>Less Non-County Shares</b>	0	0	0	0	0	0	0	0
<b>Net</b>	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
<b>Total:</b>	<b>\$ 10,000,000</b>

### 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 DEVELOPMENT 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 DEVELOPMENT 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
<b>Gross</b>	<b>104,500</b>	<b>104,500</b>	<b>54,851</b>						
<b>Non County Share</b>			<b>(688)</b>						
<b>Total</b>	<b>104,500</b>	<b>104,500</b>	<b>54,163</b>						

### **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
<b>Total</b>	<b>104,500,000</b>		

## 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)
<b>Total</b>	<b>104,500,000</b>	<b>55,626,319</b>	<b>48,873,681</b>

### 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

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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

<b>Project ID:*</b> BPL1A	<input checked="" type="checkbox"/> CBA	<b>Fact Sheet Date:*</b> 07-08-2024
<b>Fact Sheet Year:*</b> 2024	<b>Project Title:*</b> HOUSING IMPLEMENTATION FUND 5 II	<b>Legislative District ID:</b>
<b>Category*</b> BUILDINGS, LAND & MISCELLANEOUS	<b>Department:*</b> PLANNING	<b>CP Unique ID:</b> 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
<b>Gross</b>	86,060	86,060	0	0	0	0	0	0
<b>Less Non-County Shares</b>	0	0	0	0	0	0	0	0
<b>Net</b>	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
<b>Total:</b>	<b>\$ 4,420,000</b>

#### 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
<b>Gross</b>	<b>86,060</b>	<b>86,060</b>	<b>30,404</b>						
<b>Non County Share</b>			<b>72</b>						
<b>Total</b>	<b>86,060</b>	<b>86,060</b>	<b>30,476</b>						

### **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
<b>Total</b>	<b>86,060,000</b>		

## 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. -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

<b>Project ID:*</b> BPL1A	<input checked="" type="checkbox"/> <b>CBA</b>	<b>Fact Sheet Date:*</b> 07-08-2024
<b>Fact Sheet Year:*</b> 2024	<b>Project Title:*</b> HOUSING IMPLEMENTATION FUND 5 II	<b>Legislative District ID:</b>
<b>Category*</b> BUILDINGS, LAND & MISCELLANEOUS	<b>Department:*</b> PLANNING	<b>CP Unique ID:</b> 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
<b>Gross</b>	86,060	86,060	0	0	0	0	0	0
<b>Less Non-County Shares</b>	0	0	0	0	0	0	0	0
<b>Net</b>	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
<b>Total:</b>	<b>\$ 4,420,000</b>

#### 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
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19	179	2,500,000	0	CONSTRUCTION OF AFFORDABLE RENTAL UNITS AT 11 GRADEN STREET, NEW ROCHELLE
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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
<b>Gross</b>	<b>86,060</b>	<b>86,060</b>	<b>30,404</b>						
<b>Non County Share</b>			<b>72</b>						
<b>Total</b>	<b>86,060</b>	<b>86,060</b>	<b>30,476</b>						

### **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
<b>Total</b>	<b>86,060,000</b>		



## 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
<b>Total</b>	<b>86,060,000</b>	<b>26,576,084</b>	<b>59,483,916</b>

### 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.

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

Your Committee is in receipt of a transmittal from the County Executive recommending approval of a bond act (the “Bond Act”), which if adopted, would authorize the County of Westchester (the “County”) to issue up to \$427,000 in bonds to finance a component of capital project BLA1A - Parkland and Historical Preservation Program (“BLA1A”). Also attached is an Act authorizing an inter-municipal agreement (“IMA”) with the Town of Rye (the “Town”).

Your Committee is advised that the Bond Act, prepared by the law firm of Hawkins Delafield & Wood LLP, would finance improvements required to be made to the bathhouse located at the Rye Town Park in the City of Rye, including making such bathhouse fully compliant with the Americans with Disabilities Act, as well as restoring and renovating the deteriorated bathhouse interiors. This project is being funded through the Westchester Legacy Program.

The IMA, will set forth the responsibilities of the County and the Town in connection with the project. Under the proposed IMA, the Town will lease the bathhouse structure to the County in order to facilitate the issuance of County bonds to finance the capital project’s design and construction. In accordance with the IMA, the County will contribute an amount not to exceed \$427,000 toward the aforementioned improvements at the Rye Town Park, in exchange for Rye Town Park being open to all County residents. Should the project costs exceed the amount contributed by the County, the Town shall be solely responsible for any additional amount. Following construction, the Town will be responsible for the operation, maintenance, scheduling and security of the Rye Town Park at its expense. The Rye Town Park will continue to be operated by the Town, but will be available to all Westchester County residents. The term of the IMA will commence upon execution and will continue for a period equal to the life of any County bonds issued to fund the project, which is estimated to be fifteen (15) years.

Following bonding authorization, design will be scheduled and is anticipated to take 6 to 12 months to complete. It is anticipated that the design work will be completed by a consultant to be engaged by the Town. It is also estimated that construction will take 12 to 18 months to complete and will begin after award and execution of the construction contracts.



As your Honorable Board is aware, the Westchester Legacy Program is a County initiative to acquire, protect and enhance open space lands in Westchester County. To date, the Legacy Program is credited with preserving over 2,000 acres of open space in Westchester County. The acquired properties include linear parks, urban parks, active recreation facilities as well as large tracts of open space forever preserved in their natural state.

The Legacy Program was established to aggressively pursue land acquisition with three major priorities: 1) to preserve green space, protect our county's natural habitats and protect rivers, streams and lakes and to provide passive recreation areas; 2) to purchase park land for active recreation such as baseball and soccer fields, trailways and bike paths; and 3) to acquire land for historic preservation and protection of our cultural heritage.

Your Committee notes that this Honorable Board has previously authorized the County to issue bonds which have financed prior components of BLA1A as set forth in the attached fact sheet.

Your Committee is further advised that as BLA1A is a "general fund" project, specific components are subject to a capital budget amendment. Section 1 of the Bond Act authorizes an amendment to the County's capital budget to the extent the project scope is inconsistent with any details set forth in the current capital budget. Accordingly, the Bond Act, in addition to authorizing the issuance of bonds for this project, will also amend the current year capital budget to reflect the specific location of this project component.

In addition, section 167.131 of the Laws of Westchester County mandates that a capital budget amendment that introduces a new capital project or changes the location, size or character of an existing capital project be accompanied to the Board of Legislators by a report of the Westchester County Planning Board (the "Planning Board") with respect to the physical planning aspects of the project. Accordingly, the Planning Board Report for BLA1A is annexed.

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

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

Based on the importance of this project to the County, your Committee recommends favorable action on the annexed Bond Act and Act authorizing the IMA.

Dated: January 6<sup>th</sup>, 2025

White Plains, New York

James B. John -  
David L. Lubish  
J. W.  
Nancy B. Baur  
L. J.  
M. Williams

David L. Lubish  
J. W.  
Nancy B. Baur  
L. J.

L. J.  
James B. John -  
J. W.  
Nancy B. Baur  
M. Williams

COMMITTEE ON

s/CMC/10-17-2024

Budget & Appropriations

Parks & Environment

Public Works  
&  
Transportation 319

Dated: January 6, 2025  
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 John P. Hoffman in black ink.

# FISCAL IMPACT STATEMENT

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

**RYE TOWN PARK BATHHOUSE**

## SECTION B - BONDING AUTHORIZATIONS

To Be Completed by Finance

Total Principal \$ 427,000 PPU 15 Anticipated Interest Rate 3.05%

Anticipated Annual Cost (Principal and Interest): \$ 35,851

Total Debt Service (Annual Cost x Term): \$ 537,764

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: 5

Prepared by: Michael Lipkin

Title: Associate Planner

Department: Planning

Date: 11/15/24

Reviewed By: 


11/15/24

Budget Director

Date:

11/15/24

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 17, 2024

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT:  
BLA1A PARKLAND AND HISTORICAL PRESERVATION PROGRAM**

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**PROJECT/ACTION:** Per Capital Project Fact Sheet as approved by the Planning Department on  
08-28-2024 (Unique ID: 2648)

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.

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**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  
Dianne Vanadia, Associate Budget Director  
Susan Darling, Chief Planner  
Michael Lipkin, Associate Planner  
Claudia Maxwell, Principal Environmental Planner



## BLA1A Parkland and Historical Preservation Program

### FIVE YEAR CAPITAL PROGRAM

(in thousands)

Funding Type	Estimated Total Project Cost	Appropriated	Expended or Obligated	2024	2025	2026	2027	2028	Under Review
Gross Amount	32,227	23,300	1,302	3,927	0	0	0	0	5,000
Net County Amount	32,227	23,300	1,302	3,927	0	0	0	0	5,000

### Project Description

This project 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 preserve green space, 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 is a general fund, specific projects are subject to a Capital Budget Amendment.

2024: The add on request by the BOL in the amount of \$427,000 will go towards the construction of the interior upgrades to the Bathhouse located in Rye Town Park in Rye, in order to make this public facility fully ADA-compliant.

### Appropriation History

Year	Amount	Purpose
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)

### Justification

Under the predecessor project BLA01, funding at varying amounts was provided to meet the project's goals. These amounts, when leveraged with funding from the state and local governments or private sources, is intended to enable the County to play a very meaningful role in open space preservation and to take advantage of opportunities to purchase or otherwise protect critical resources.

The Westchester County park and open space system has contributed greatly to the quality of life in this County. Municipal officials and residents throughout Westchester have indicated that open space preservation remains a top priority. The acquisition and protection of lands for environmental protection helps to build on this legacy. The County in recent years played an important role in expanding opportunities for active recreation. Traditionally, it was the municipalities and school districts that developed athletic fields.

The 1999 Open Space Policies were adopted by both the Planning Board and the Parks Board. These policies have goals for a continued County park and open space acquisition program that includes: 1) provision of opportunities for active and passive

recreation, with emphasis on locations close to concentrations of the County's population; 2) establishment of a series of open space linkages to provide a connected system of parklands; 3) preservation of significant amounts of the Hudson River waterfront; 4) protection of environmentally significant properties; and 5) preservation of properties considered to be of historic significance.

#### **Consistency with Programs or Plans**

The project is consistent with the policies of "Westchester 2025", the County's long-range land use policies, and the 1999 Open Space Policies in that it supports open space preservation, provides opportunities for active and passive recreation, promotes open space linkages, preserves environmentally significant properties and helps preserve properties considered to be of historic value.

#### **Planning Board Analysis**

**PL2** The Planning Board strongly supports the continuation of this program to acquire land for open space preservation and for needed active recreation for Westchester residents. The Planning Board notes that it is important that the Planning Board supports the development of a new Open Space Plan to assist in evaluating potential land acquisitions and development of existing County open space. The Planning Department staff will need to review potential sites for acquisition to assure that each site will fit within the County's overall land preservation needs will help define and shape surrounding land use and that each acquisition will maximize the use of County funds. The Planning Board advises that new parkland should be acquired only if sufficient funding is available for the proper maintenance of existing County parkland and/or if the responsibility for the operation and maintenance of such parkland is taken on by a municipality or other non-County entity. The Planning Board also cautions against any acquisition of open space that contains existing structures unless there are pre-determined uses for them and that a proper maintenance protocol factoring in cost for upkeep is created, because these costs can be excessive.



**RESOLUTION 24- 28**

**WESTCHESTER COUNTY PLANNING BOARD**

**BLA1A Parkland and Historical Preservation Program  
Rye Town Park Interior Bathhouse Improvements**

**WHEREAS.** BLA1A Parkland and Historical Preservation Program funds will be used for the interior improvements to the **Rye Town Park Bathhouse in the Town of Rye**, in the amount of \$427,000; and

**WHEREAS,** the park will be open and accessible to all Westchester County residents; and


**WHEREAS,** the requested funding will provide for design, construction and construction management of approximately half the total project cost; and

**WHEREAS,** this resolution is contingent on the park, parking and permit fees charged to residents be the same for non-residents; 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 add \$427,000 to this project from **BLA1A Parkland and Historical Preservation Program** for the improvements.

Adopted conditionally on 2<sup>nd</sup> day of July, 2024



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Richard Hyman, Chair

ACT NO. -20\_\_

BOND ACT AUTHORIZING THE ISSUANCE OF \$427,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE CONSTRUCTION OF IMPROVEMENTS TO THE BATHHOUSES LOCATED AT RYE TOWN PARK IN THE CITY OF RYE UNDER THE WESTCHESTER LEGACY PROGRAM; STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$427,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$427,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted , 20\_\_)

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

Section 1. Pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the "Law"), the Westchester County Administrative Code, being Chapter 852 of the Laws of 1948, as amended, to the provisions of other laws applicable thereto, \$427,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the cost of the construction of improvements to the bathhouses located at Rye Town Park in the City of Rye, including design, construction management and construction to make the bathhouses fully ADA compliant, as well as restore and renovate the deteriorated bathhouse interior, all as set forth in the County's Current Year Capital Budget, as amended. To the extent that the details set forth in this act are inconsistent with any details set forth in the Current Year Capital Budget of the County, such Budget shall be deemed

and is hereby amended. The estimated maximum cost of said specific object of purpose, including preliminary costs and costs incidental thereto and the financing thereof is \$427,000. The plan of financing includes the issuance of \$427,000 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 said specific object or purpose, within the limitations of Section 11.00 a. 19 (c) of the Law, is fifteen (15) years.

Section 3. Current funds are not required to be provided as a down payment pursuant to Section 107.00 d. 9. of the Law prior to issuance of the bonds authorized herein, or any bond anticipation notes issued in anticipation of the sale of such bonds. The County intends to finance, on an interim basis, the costs or a portion of the costs of said improvements for which bonds are herein authorized, which costs are reasonably expected to be reimbursed with the proceeds of debt to be incurred by the County, pursuant to this Act, in the maximum amount of \$427,000. 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 \$427,000 as the estimated total cost of the aforesaid specific object or purpose is hereby approved.

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

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

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

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

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

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

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

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

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

\* \* \*

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

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

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

(SEAL)

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

## LEGAL NOTICE

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

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

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

BOND ACT AUTHORIZING THE ISSUANCE OF \$427,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE CONSTRUCTION OF IMPROVEMENTS TO THE BATHHOUSES LOCATED AT RYE TOWN PARK IN THE CITY OF RYE UNDER THE WESTCHESTER LEGACY PROGRAM; STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$427,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$427,000 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 construction of improvements to the bathhouses located at Rye Town Park in the City of Rye, including design, construction management and construction to make the bathhouses fully ADA compliant, as well as restore and renovate the deteriorated bathhouse interior, all as set forth in the County's Current Year Capital Budget, as amended.

amount of obligations to be issued:

and period of probable usefulness:       \$427,000; fifteen (15) years

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

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



## CAPITAL PROJECT FACT SHEET

<b>Project ID:*</b> BLA1A	<input checked="" type="checkbox"/> CBA	<b>Fact Sheet Date:*</b> 08-23-2024
<b>Fact Sheet Year:*</b> 2024	<b>Project Title:*</b> PARKLAND AND HISTORICAL PRESERVATION PROGRAM	<b>Legislative District ID:</b> 7
<b>Category*</b> BUILDINGS, LAND & MISCELLANEOUS	<b>Department:*</b> PLANNING	<b>CP Unique ID:</b> 2648

### 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, 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.

- |   |  |  |
|---|--|--|
| <input checked="" type="checkbox"/> Best Management Practices | <input type="checkbox"/> Energy Efficiencies     | <input checked="" type="checkbox"/> Infrastructure |
| <input checked="" type="checkbox"/> Life Safety               | <input type="checkbox"/> Project Labor Agreement | <input type="checkbox"/> Revenue                   |
| <input type="checkbox"/> Security                             | <input type="checkbox"/> Other                   |  |

### FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2024	2025	2026	2027	2028	Under Review
Gross	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:** Funding is requested to improve the bathhouses located at Rye Town Park in the City Rye. The requested funding is to be used toward design, construction management and construction to make the bathhouses fully ADA-compliant as well as restore and renovate the deteriorated bathhouse interior.

#### Financing Plan for Current Request:

Non-County Shares:	\$ 0
Bonds/Notes:	427,000
Cash:	0
<b>Total:</b>	<b>\$ 427,000</b>

### SEQR Classification:

TYPE II

### Amount Requested:

427,000

### 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 RIVERWALKIMPROVEMENTS, 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
<b>Gross</b>	<b>32,227</b>	<b>23,300</b>	<b>1,300</b>	<b>3,927</b>					<b>5,000</b>
<b>Non County Share</b>									
<b>Total</b>	<b>32,227</b>	<b>23,300</b>	<b>1,300</b>	<b>3,927</b>					<b>5,000</b>

### **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
<b>Total</b>	<b>23,300,000</b>		

# **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	
<b>Total</b>	<b>23,300,000</b>	<b>1,300,000</b>	<b>22,000,000</b>

## **Bonds Authorized**

Bond Act	Amount	Date Sold	Amount Sold	Balance
227 23	200,000			200,000
<b>Total</b>	<b>200,000</b>			<b>200,000</b>

AN ACT authorizing the County of Westchester to enter into an inter-municipal agreement with the Town of Rye in connection with making improvements to the bathhouse located in Rye Town Park.

**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 enter into an inter-municipal agreement ("IMA") with the Town of Rye ("Town"), in connection with making the required improvements to the bathhouse structure ("Property") located at the Rye Town Park in the City of Rye, including making such bathhouse fully compliant with the Americans with Disabilities Act, as well as restoring and renovating the deteriorated bathhouse interiors ("Project"), pursuant to capital project BLA1A - Parkland and Historical Preservation Program ("BLA1A").

§2. The County will contribute an amount not to exceed \$427,000 for the design, construction management and construction of the Project payable following submission by the Town of properly executed payment vouchers, along with supporting documentation. Should the Project costs exceed the amount contributed by the County, the Town shall be solely responsible for any additional amount. In exchange for the County's contribution towards such improvements, the Town shall grant access to all county residents on the same terms as any Town resident.

§3. In order to give the County, the necessary interest in real property to be able to issue bonds towards the Project, the Town will lease the Property where the Project is located to the County for a term commencing upon execution and continuing for a period at least equal to the life of any County bonds issued to fund the Project, which is estimated to be fifteen (15) years.

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

§5. This Act shall take effect immediately.

## **INTER-MUNICIPAL AGREEMENT**

**THIS AGREEMENT**, made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between:

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

and

**THE TOWN OF RYE**, a municipal corporation of the State of New York, having an office and place of business at 222 Grace Church Street, 3<sup>rd</sup> Floor, Port Chester, NY 10573 (hereinafter referred to as the "Municipality" or the "Town")

### **RECITALS**

**WHEREAS**, the Municipality is the owner of certain real property commonly known as the Rye Town Park ("Park" or "Rye Town Park"), as indicated in the attached Schedule "A"; and

**WHEREAS**, the County desires to assist the Municipality by providing funding towards needed improvements to the bathhouse structure (the "Property") located at the Park, including making such bathhouse fully compliant with the Americans with Disabilities Act, as well as restoring and renovating the deteriorated bathhouse interiors (the "Project"); and

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

### **ARTICLE I**

#### **TERM**

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

**Section 1.1.** Except as provided for in this Agreement, the term of this Agreement shall be for a period commencing upon execution of this Agreement and continuing for a period at least

equal to the life of any County bonds issued to fund the Project, unless terminated sooner in accordance with the provisions of this Agreement ("Term").

## **ARTICLE II**

### **IMPROVEMENTS TO THE PROPERTY**

**Section 2.0.** The Municipality shall complete the Project in accordance with all applicable laws including, but not limited to, those governing public bidding. All work on the Project shall be in conformance with the plans and specifications prepared by the Municipality, which plans shall be subject to review and approval by the County Commissioner of Planning or his/her authorized designee ("Planning Commissioner" or the "Commissioner"). The Municipality shall not deviate from the approved plans and specifications without the prior written consent of the Commissioner. It is recognized and understood that the Municipality's compliance with those plans and specifications is a critical element of this Agreement. However, the County will not be obliged to incur any additional expense beyond the amount set forth in Section 2.1 below. After design of the site preparation plans and specifications is complete, they shall be delivered to the Commissioner for approval. The County shall, at all times, have the right to inspect the work. If the County believes that the work is not in compliance with the plans and specifications, it shall notify the Municipality in writing within twenty (20) days after such inspection.

**Section 2.1.** The County will contribute an amount not to exceed Four Hundred and Twenty-Seven Thousand and 00/100 (\$427,000.00) Dollars for the design, construction management and construction of the Project, payable following submission by the Town of properly executed payment vouchers, along with supporting documentation as may be requested by the Commissioner. Should the Project costs exceed the amount contributed by the County, the Municipality shall be solely responsible for any additional amount. In exchange for the County's contribution towards such improvements, the Town shall grant access to all county residents as more particularly set forth in Section 4.1 below. It is also recognized and understood that the County's sole responsibility shall be to provide an amount not to exceed \$427,000 towards the Project and the Municipality shall assume all other responsibilities for all other costs and expenses relating to the Park and the Project.



The Municipality shall maintain accurate records and books of account in which shall be entered all matters relating to this Agreement, including all income, expenditures, assets, and liabilities thereof and all income, expenditures, and payments to any and all contractors or subcontractors involved in the operation, management, maintenance, supervision, development, repair, and security of the Park. Such books and records shall be maintained in accordance with generally accepted accounting principles, consistently applied and shall be kept at a location within Westchester County. The County shall have the right to inspect, examine, and copy such books and records of the Municipality at all reasonable times during normal business hours at the office of the Municipality.

### **ARTICLE III**

#### **LEASE OF PROPERTY**

**Section 3.0.** Subject to the terms and conditions of Section 2.0, the Municipality hereby leases to the County the exclusive right to use and occupy the Property that the Municipality owns for the purposes of issuing bonds for the Municipality to construct the improvements thereon, it being understood and recognized that this lease shall be for a period of the term of the bonds issued for the Project, which term is anticipated to be fifteen (15) years.

**Section 3.1.** It is recognized and understood that the aforementioned lease is solely to give the County the necessary interest in real property to be able to issue bonds for the Project and the County shall have no responsibilities or duties under the Agreement other than to provide the funding set forth in Section 2.1 above.

### **ARTICLE IV**

#### **RIGHTS AND RESPONSIBILITIES OF THE MUNICIPALITY**

**Section 4.0.** In addition to, and not in limitation of the insurance requirements contained in Schedule "B" entitled "Standard Insurance Provisions", attached hereto and made a part hereof, the Municipality agrees that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence or intentional or willful misconduct of the County, its elected officials, officers, employees and agents during a County sponsored event:

(a) the Municipality shall indemnify and hold harmless the County, its elected officials, 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 maintenance, operation, security and/or repair of the Property and this Agreement and of the acts or omissions hereunder by the Municipality or third parties under the direction or control of the Municipality; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action brought against the Indemnities (defined in Section 4.0(c) below) directly or indirectly arising out of the Project, the maintenance, operation, security and/or repair of this Property and this Agreement and to bear all other costs and expenses related thereto; and

(c) the Municipality shall defend, indemnify and hold harmless the County, its officials, officers, employees and agents (the "Indemnitees") from and against, any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss, that may be imposed upon or incurred by or asserted against any of the Indemnities by reason of any of the following:

- (i) Work. Any construction, repair, alteration, addition, replacement, restoration or improvement work done by or on behalf of Municipality in, on or about the Property or any part thereof;
- (ii) Use. The use, occupation, condition, operation, maintenance, management, supervision or development of or providing security for all or any portion of the Property, or the affected portion thereof, by or on behalf of the Municipality, including without limitation, any liability with respect to the maintenance of streets or sidewalks adjoining the Property and any violations imposed by any governmental authorities in respect of any of the foregoing;
- (iii) Act or Failure to Act of Municipality. Any act performed by, or any failure to perform any act required to be performed by the Municipality, a third party under its direction or control, or any of the Municipality's officers, agents, contractors, servants, employees, lessees or invitees in connection with this Agreement or the Property;
- (iv) Accidents, Injury to Person or Property. Any accident, injury, (including death at any time resulting therefrom) or damage to any person, including, without limitation, employees of the Municipality or any Indemnitee unless arising from the negligent, intentional or willful conduct of an Indemnitee, or property occurring in, on, or about the Property or any part thereof, or in,

on or about any street, alley, sidewalk, curb, vault, passageway or space comprising a part thereof or adjacent thereto; or

- (v) Breach of Municipality's Obligation. Any failure or refusal on the part of the Municipality to perform its obligations pursuant to this Agreement; or
- (vi) Municipality's Obligations. The Municipality's failure, within any applicable grace period, to perform or comply with any of the covenants, terms or conditions contained in this Agreement on the Municipality's part to be kept, observed, performed or complied with within any applicable grace period.

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

**Section 4.1.** The Municipality shall have sole authority and control over the development, operation, management, maintenance, and security of the Property, including the Project, at the Municipality's sole cost and expense. Subject to Section 4.9, the Municipality shall have sole authority and control over the scheduling in the Property. The Property shall be operated as a town park, but shall be available to all Westchester County residents in accordance with the terms and conditions of Schedule "D". To the extent any fees are charged for the use of Park, the fees charged to non-residents of the Municipality who are County residents will not exceed double the amount of fees charged to the Municipality's residents.

**Section 4.2.** The Municipality shall, at its sole cost and expense, continuously throughout the term of this Agreement, provide reasonable and adequate security and safety at the Property, including the Project, through the Municipality's police department or other agency designated to provide such police services.

**Section 4.3.** The Municipality shall, at its sole cost and expense, operate, manage, maintain, repair and properly supervise the Property, including the Project, it being understood and agreed that such operation, management, maintenance, supervision, development, and repair shall be performed by the Municipality to the satisfaction of the Planning Commissioner. The Municipality shall defend and indemnify the County from any liability that may arise from any failure of the Municipality to perform its obligations under this Paragraph. The Municipality shall,

at its own cost and expense, keep any and all refuse in containers and remove and dispose of same as required by the Planning Commissioner.

**Section 4.4.** Following construction of improvements on the Property, those improvements shall be available to the public as required by this Agreement although the Municipality shall have sole discretion to schedule the use of same as appropriate.

**Section 4.5.** The Municipality shall, at its own cost and expense, promptly comply with all statutes, ordinances, rules, orders, regulations, codes and requirements of the Federal, State, County and local governments and all insurance requirements applicable to the Property or any part thereof or applicable to this Agreement. After construction is completed, the Commissioner shall be entitled to enter the Property, or any part thereof, at any and all times for any and all purposes related to the Project, without the need to obtain the consent or permission of the Municipality.

**Section 4.6.** All advertising and signage, excluding hours of operation and other similar informational signage, to be utilized by the Municipality in connection with the operation of the Property shall be subject to the prior written approval of the Planning Commissioner and shall be provided to the County in advance for review. The Municipality shall acknowledge the County's contribution toward improvement of the Property on any signs erected at the Property and on any other publications, documents, etc. mentioning the Property.

**Section 4.7.** In the event the Municipality does not comply with a provision in this Article IV, the County shall have the right to cure such noncompliance upon thirty (30) days' notice from the County to the Municipality, except in emergencies when such notice period in the County's sole and unreviewable judgment shall be shorter. The cost to cure such noncompliance shall be borne by the Municipality. The failure of the Municipality to reimburse the County for the cost to cure such compliance within thirty (30) days of a written notice demanding such reimbursement shall be deemed a material breach of this Agreement.

**Section 4.8.** After completion of the Project, the Municipality shall not install any fixtures or make any additions, development, improvements or alterations to the Property, other than routine maintenance or repair, without the prior written consent of the Commissioner, which

shall not be unreasonably withheld. Any such additions, development, improvements or alterations shall be made at the Municipality's sole cost and expense unless otherwise agreed to by the County and the Municipality. The Municipality shall submit all plans and specifications for all such additions, development, improvements and alteration to the County for approval. All such additions, development, improvements and alteration shall be completed in a thoroughly workmanlike manner and shall immediately become annexed to and be made a part of the Property.

**Section 4.9.** Notwithstanding Section 4.1 herein, the County within normal operating hours, subject to capacity and availability, shall have the right to schedule events at or use the Property (which events or use otherwise being permitted pursuant to the terms of this Agreement) with the written consent of the Municipality, which consent shall be provided in good faith and not unreasonably withheld, so long as the County provides for the payment of all costs and provision of adequate insurance in regard to the proposed use.

**Section 4.10.** It is understood and agreed between the parties that the Property is for the use and benefit of the public as part of a public park as set forth in this Agreement. Reservations for the use of the Property, or any portion thereof, shall be made through the Municipality. All residents of the County, subject to capacity and availability, shall have access to the Property, subject to the provisions of Section 4.1 hereof.

**Section 4.11.** Except for the amount of funding to be provided by the County under Section 2.1 above, the Municipality shall be responsible for all costs in relation to the Property and this entire Agreement, and, under no circumstances or conditions, whether now existing or hereafter arising, or whether beyond the present contemplation of the parties, shall the County be expected or required to make any payment of any kind whatsoever or be under any other obligation or liability hereunder except as herein otherwise expressly set forth.

**Section 4.12.** The Municipality shall pay any and all taxes, assessments, special assessments, personal property and intangible taxes, gross receipts, sales, use or occupancy taxes, water and sewer charges, rates and rents, charges for public utilities, excises, levies, license and permit fees, and other charges, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind and nature whatsoever, arising from the use or ownership of the Property

which shall or may be assessed levied, charged, confirmed, or imposed upon or become payable out of or become a lien on the Property or any part thereof.

**Section 4.13.** (i) The Project shall be subject to the generally-applicable ordinances, rules and regulations of the Planning Commissioner, as may be amended from time to time by the Commissioner (the "County rules"). The Municipality may develop new ordinances, rules and regulations for the Property, which shall be subject to the approval of the Planning Commissioner (the "Municipality rules"), which shall not be unreasonably withheld or delayed. To the extent the Municipality rules regulate the same subject matter as the County rules and are at least as strict as the County rules, the Municipality rules shall supersede the County rules. Otherwise, the County rules shall apply to the Property.

(ii) The Property shall be subject to the Laws of Westchester County including, but not limited to, sections 765.351 through 765.358. The Municipality may not enact laws, acts, rules, regulations or ordinances affecting the Property that supersede the Laws of Westchester County.

(iii) The Municipality acknowledges and agrees that there shall be no activity referred to in section 765.354 of the Laws of Westchester County, to wit: no tree clearing, tree removal or the removal of a specimen tree, a protected tree, the excavation or alteration of the existing grade within the dripline of a tree or the removal(s) of any tree(s) on slopes of 25% or more, unless the Municipality complies with the applicable provisions of section 765.355 of the Laws of Westchester County. If the Municipality undertakes an activity referred to in section 765.354 pursuant to section 765.355, it shall replace said trees at the direction of and to the satisfaction of the Planning Commissioner.

(iv) The provisions of this Section 4.13 of this Agreement shall remain in full force and effect during the Term of this Agreement unless modified by the mutual agreement of the parties hereto.

**Section 4.14.** The Municipality shall act as the lead agency for meeting the requirements of the State Environmental Quality Review Act ("SEQR") and its implementing regulations, 6 NYCRR Part 617 for any activity which requires SEQR compliance, that is undertaken pursuant to this Agreement, unless otherwise directed by the County.



**ARTICLE V**  
**FAIR AND AFFORDABLE HOUSING CONDITIONS**

**Section 5.0.** The Municipality hereby commits to the County that it is in compliance with the terms and conditions set forth in the County's Discretionary Funding Policy annexed hereto and forming a part hereof as Schedule "C". The County acknowledges that the Municipality is currently in compliance with the Policy.

**Section 5.1.** As further consideration for the County's financial contribution toward the Project, the Municipality certifies that it has adopted municipal zoning code provisions and/or policies which reflect the guidance provided in the Model Ordinance Provisions and the Municipality is committed to affirmatively further fair housing, including a ban on local residency requirements and preferences and other selection preferences that do not affirmatively further fair housing, except to the extent provided in the Model Ordinance Provisions which the Town has adopted.

**Section 5.2.** The Municipality agrees to offer to the County a Right of First Refusal to retain and/or purchase any and all land acquired in rem to be used for housing that affirmatively furthers fair housing ("AFFH").

**Section 5.3.** The Municipality agrees to continue to be in compliance with above mentioned County Discretionary Funding Policy during the term of this Agreement.

**Section 5.4.** The Municipality further agrees to market housing units that affirmatively further fair housing in accordance with Westchester County's Affirmative Fair Housing Marketing Plan throughout the period of affordability.

**Section 5.5.** Nothing in this Agreement is intended to affect the County's interest in the Project or release the Municipality from its obligations under the law with respect to affordable AFFH units.

**Section 5.6.** Should the Municipality fail to abide by any of the above conditions, the Municipality shall, upon thirty (30) days written notice by the County, refund any funds paid to the Municipality under this Agreement.



## **ARTICLE VI**

### **INSURANCE**

**Section 6.0.** The Municipality shall procure and maintain insurance coverage naming the County as additional insured for so long as the County has a lease of the Property in the amounts specified in Schedule "B" attached hereto.

## **ARTICLE VII**

### **RESPONSIBILITIES OF THE COUNTY**

**Section 7.0.** The County shall have no responsibility for the Property other than that set forth above.

## **ARTICLE VIII**

### **NOTICES**

**Section 8.0.** All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or sent by hand or overnight courier, to the respective addresses set forth below (except where this Agreement designates notice to a particular County Commissioner and then only to that Commissioner and a copy to the County Attorney) or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt.

To the County: Commissioner of Planning  
County of Westchester  
148 Martine Avenue, Room \_\_\_\_  
White Plains, New York 10601

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

To the Municipality: Town of Rye  
222 Grace Church Street, 3<sup>rd</sup> Floor  
Port Chester, NY 10573

**ARTICLE IX**  
**MISCELLANEOUS**

**Section 9.0.** Any purported delegation of duties or assignment of rights by either party to this Agreement without the prior express written consent of the other party is void.

**Section 9.1.** In the event that the Municipality materially 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 any other lawful remedy, may terminate this Agreement upon ninety (90) days' notice to the Municipality; provided, however, that the Municipality may defeat such notice by curing the default complained of within such notice period, or, if any such default is not curable within such notice period by promptly commencing to cure the default and diligently pursuing all necessary and appropriate action to effect such cure. In the event this Agreement is terminated, the Municipality shall have one hundred eighty (180) days from the effective termination date to pay the County, as liquidated damages, the full amount paid by the County pursuant to this Agreement.

**Section 9.2.** It is mutually understood and agreed that the terms, covenants, conditions and agreements herein contained shall be binding upon the parties hereto and upon their respective successors, legal representatives and assigns. Nothing in this Agreement shall act to confer third-party beneficiary rights on any person or entity not a party to this Agreement.

**Section 9.3.** This Agreement and its attachments constitute the entire agreement between the parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. This Agreement shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties, and approved by the Office of the County Attorney.

**Section 9.4** It is recognized and understood that the Municipality is not an agent of the County and in accordance with such status, the Municipality, its consultant(s), its subcontractor(s), and their respective officers, agents, employees, representatives and servants shall at all times during the term of this Agreement neither hold themselves out as, nor claim to be acting in the

capacity of officers, employees, agents, representatives or servants of the County, nor make any claim, demand or application for any right or privilege applicable to the County, including without limitation, rights or privileges derived from workers compensation coverage, unemployment insurance benefits, social security coverage and retirement membership or credit.

**Section 9.5.** This Agreement shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.

**Section 9.6.** In the event that any one or more provisions, sections, subsections, clauses or words of this Agreement are for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, but this Agreement shall be construed and enforced as if such illegal or invalid section, subsection, clause or word has not been contained herein.

**Section 9.7.** The Municipality agrees to observe and obey any and all Federal, State and local laws, rules and regulations, and to require its officers, agents, employees, contractors, and suppliers to observe and obey the same.

**Section 9.8.** This Agreement shall be deemed executory only to the extent of funds appropriated and made available for the purpose of this Agreement and no liability on account thereof shall be incurred by the County beyond the amount of such appropriated funds.

**Section 9.9.** All covenants, stipulations, promises, agreements and obligations of the Municipality and the County contained herein shall be deemed to be stipulations, promises, agreements and obligations of the Municipality and the County and not of any member, officer or employee of the Municipality or the County in his individual capacity and no recourse shall be had for any obligation or liability herein or any claim based thereon against any member, officer or employee of the Municipality or the County or any natural person executing this Agreement.

**Section 9.10.** The parties each agrees to execute and deliver such further instruments and to obtain such additional authority as may be required to carry out the intent and purpose of this Agreement.

**Section 9.11.** This Agreement may be executed in two or more counterparts and all counterparts so executed shall for all purposes constitute one agreement binding upon all the parties hereto.

**Section 9.12.** Failure of any party to insist upon strict performance of any term, condition or covenant of this Agreement shall not be deemed to constitute a waiver or relinquishment of such term, condition or covenant for the future right to insist upon and to enforce by injunction or by other legal or appropriate remedy strict compliance by any other party with such term, condition or covenant.

**Section 9.13.** Pursuant to Section 308.01 of the Laws of Westchester County, it is the goal of the County to use its best efforts to encourage, promote and increase the participation of business enterprises owned and controlled by persons of color or women in contracts and projects funded by all departments of the County. Under this Agreement it is recognized and understood that the County encourages the Municipality to do similarly.

**Section 9.14.** In the event that all or any part of the Property shall be taken in a condemnation proceeding, or by right of eminent domain, or by agreement by any governmental authority authorized to exercise such rights, then, and in any such event, any such condemnation proceeds payable to the County for its interest in the Property shall be distributed to the County.

**Section 9.15.** The Municipality represents that it has all requisite power and authority to execute, deliver and perform this Agreement, and this Agreement has been duly authorized by all necessary parties. The County represents that this Agreement has been approved by the Board of Legislators of the County of Westchester on the \_\_\_\_\_, 2024 by Act No. \_\_\_\_\_-2024. These authorities are both attached hereto and made a part hereof as Schedule "E".

**Section 9.16.** The headings in this Agreement are for reference purposes only and shall not be used in construing the terms of this Agreement.

[NO FURTHER TEXT/SIGNATURE PAGE FOLLOWS]

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

**THE COUNTY OF WESTCHESTER**

By \_\_\_\_\_

Blanca P. Lopez, MS  
Commissioner of Planning

**THE TOWN OF RYE**

By \_\_\_\_\_

(Name and Title)

Approved by the Board of Legislators of the County of Westchester pursuant to Act No. \_\_\_\_ - 2024.

Approved by Resolution of the Town Board of the Town of Rye on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Approved:

\_\_\_\_\_  
Sr. Assistant County Attorney  
County of Westchester

IMA BLA1A (2648) Rye Town Park Bathhouses Turf Field.FIN.11.14.2024

**MUNICIPALITY'S ACKNOWLEDGMENT**

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

On this \_\_\_\_\_ day of \_\_\_\_\_ 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 is the \_\_\_\_\_ of \_\_\_\_\_, the municipal corporation described in and which executed the within instrument, who being by me duly sworn did depose and say that he/she executed the same in his/her capacity, and that by his/her signature(s) on the instrument, the municipal corporation executed the instrument.

\_\_\_\_\_  
Notary Public       County

**CERTIFICATE OF AUTHORITY**  
**(Municipality)**

I, \_\_\_\_\_,  
*(Officer other than officer signing contract)*

certify that I am the \_\_\_\_\_ of the  
*(Title)*

\_\_\_\_\_  
*(Name of Municipality)*

(the "Municipality"), a corporation duly organized and in good standing under the  
\_\_\_\_\_  
*(Law under which organized, e.g., the New York Village Law, Town Law, General Municipal Law)*

named in the foregoing agreement; that \_\_\_\_\_,  
*(Person executing agreement)*

who signed said agreement on behalf of the Municipality was, at the time of execution  
\_\_\_\_\_ of the Municipality, and that said  
*(Title of such person),*

agreement was duly signed for and on behalf of said Municipality by authority of its  
\_\_\_\_\_, thereunto duly authorized and  
*(Town Board, Village Board, City Council)*

that such authority is in full force and effect at the date hereof.

\_\_\_\_\_  
*(Signature)*

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 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 whose name is subscribed to the above  
certificate and acknowledged to me that he/she executed the above certificate in his/her capacity  
as \_\_\_\_\_ of \_\_\_\_\_,  
*(Title)* *(Municipality)*

the municipal corporation described in and which executed the within instrument.

\_\_\_\_\_  
*Notary Public*      *County*



**SCHEDULE "A"**  
**(PROPERTY DESCRIPTION)**

DRAFT

**SCHEDULE "B"**  
**STANDARD INSURANCE PROVISIONS**  
**(Municipality)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (i) Owned automobiles.

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

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

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

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

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

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

## **SCHEDULE "C"**

### **WESTCHESTER COUNTY FAIR AND AFFORDABLE HOUSING IMPLEMENTATION PLAN August 9, 2010**

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**Appendix (D-2)(b): Discretionary Funding Allocation Policy  
as approved January 10, 2012**

## **DISCRETIONARY FUNDING POLICY**

In August 2009, Westchester County entered into a Stipulation and Order of Settlement and Dismissal in *U.S. ex rel. Anti-Discrimination Center of Metro New York v. Westchester County, New York* (the "Settlement Agreement"). Beginning on March 1, 2012, the grant of discretionary intermunicipal funding, including but not limited to County Open Space funds and CDBG funding, ("Discretionary Funding") to municipalities eligible under the Settlement Agreement ("Recipient Eligible Municipalities") shall be conditioned, as appropriate, upon the Recipient Eligible Municipality's commitment to affirmatively further fair housing within its borders. This policy does not apply to municipalities in Westchester County other than the Recipient Eligible Municipalities.

Each Recipient Eligible Municipality shall be required to commit to the County, in writing, that it is in compliance with the following terms and conditions in connection with its commitment to affirmatively further fair housing:

- (a) Recipient Eligible Municipality has adopted municipal zoning code provisions and/or policies which reflect the guidance provided in the Model Ordinance Provisions approved pursuant to the Settlement Agreement and demonstrate a commitment by the Recipient Eligible Municipality to affirmatively further fair housing, including a ban on local residency requirements and preferences and other selection preferences that do not affirmatively further fair housing, except to the extent provided in the Model Ordinance Provisions;
- (b) Recipient Eligible Municipality will offer the County a Right of First Refusal to retain and/or purchase any and all land acquired in rem to be used for housing that affirmatively furthers fair housing; and
- (c) Recipient Eligible Municipality will actively further implementation of the Settlement Agreement through its land use regulations and other affirmative measures to assist the development of affordable housing.

Such commitments by Recipient Eligible Municipality shall be stated in the funding agreement between the County and the Recipient Eligible Municipality.

The funding agreement will also provide that housing units that affirmatively further fair housing must be marketed in accordance with Westchester County's Affirmative Fair Housing Marketing Plan approved pursuant to the Settlement Agreement, throughout the period of affordability.

Applications for Discretionary Funding submitted by non-municipal entities will be reviewed to determine whether or not such entity is acting as an agent of a municipality for purposes of the project for which funding is sought. If such entity is deemed to be acting in the capacity of agent for a municipality, the application will be subject to a review of the agent-municipality's compliance with the policy of affirmatively furthering fair housing stated above. The determination as to whether an agency relationship exists will be based on the principles of law relating to agency relationships in New York State, and the fact that the non-municipal entity/applicant may be required by local municipal codes to obtain municipal approvals or abide by municipal processes for such approvals in connection with such application will not be determinative of the agency relationship. Westchester County will provide notice of all non-municipal applications for funding to the local municipality in which the funding is proposed to be spent.

The County's audit rights under any grant of or funding agreement for Discretionary Funding will extend to all documents, reports, and records which relate to the Recipient Eligible Municipality's commitment to affirmatively further fair housing as described herein. Should Recipient Eligible Municipality fail to abide by any of the above conditions, Recipient Eligible Municipality will be obliged, upon thirty (30) days written notice by the County, to refund any Discretionary Funding paid to the Recipient Eligible Municipality.



**SCHEDULE "D"**  
**TERMS OF PARK OPERATION**

**SCHEDULE "E"**  
**COPIES OF COUNTY AUTHORIZATION (ACT)**

DRAFT



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

BOND ACT AUTHORIZING THE ISSUANCE OF \$1,200,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF A FLOOD MITIGATION PROJECT AT LAW MEMORIAL PARK, IN THE VILLAGE OF BRIARCLIFF MANOR, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$1,200,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$1,200,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted , 20\_\_\_\_)

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

Section 1. Pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the "Law"), the Westchester County Administrative Code, being Chapter 852 of the Laws of 1948, as amended, an Intermunicipal Agreement between the County and the Village of Briarcliff Manor, and to the provisions of other laws applicable thereto; \$1,200,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance a flood mitigation project at Law Memorial Park, in the Village of Briarcliff Manor, including improvements to two portions of the basin, as well as the installation of drainage infrastructure within Pine Road to prevent overland runoff from damaging private properties and the installation of an additional outfall

from the Pond to alleviate flooding within the park, 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 total estimated maximum cost of said specific object or purpose, including preliminary costs and costs incidental thereto and the financing thereof is \$1,200,000. The plan of financing includes the issuance of \$1,200,000 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 specific object or purpose for which said \$1,200,000 bonds authorized by this Act are to be issued, within the limitations of Section 11.00 a.3 of the Law, is thirty (30) years;

Section 3. Current funds are not required to be provided as a down payment pursuant to Section 107.00 d. 9. of the Law prior to issuance of the bonds authorized herein, or any bond anticipation notes issued in anticipation of the sale of such bonds. The County intends to finance, on an interim basis, the costs or a portion of the costs of said improvements for which bonds are herein authorized, which costs are reasonably expected to be reimbursed with the proceeds of debt to be incurred by the County, pursuant to this Act, in the maximum amount of \$1,200,000. 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 \$1,200,000 as the estimated total cost of the aforesaid objects or purposes is hereby approved.

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

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

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

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

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

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

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

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

\* \* \*

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 \$1,200,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF A FLOOD MITIGATION PROJECT AT LAW MEMORIAL PARK, IN THE VILLAGE OF BRIARCLIFF MANOR, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$1,200,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$1,200,000 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 a flood mitigation project at Law Memorial Park, in the Village of Briarcliff Manor, including improvements to two portions of the basin, as well as the installation of drainage infrastructure within Pine Road to prevent overland runoff from damaging private properties and the installation of an additional outfall from the Pond to alleviate flooding within the park, all as set forth in the County's Current Year Capital Budget, as amended.

amount of obligations to be issued:  
and period of probable usefulness: \$1,200,000; 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



## CAPITAL PROJECT FACT SHEET

<b>Project ID:*</b> <b>BPL26</b>	<input checked="" type="checkbox"/> <b>CBA</b>	<b>Fact Sheet Date:*</b> 01-10-2024
<b>Fact Sheet Year:*</b> 2024	<b>Project Title:*</b> FLOOD MITIGATION	<b>Legislative District ID:</b> 1, 17, 16, 15, 14, 13, 12, 11, 10, 9, 8, 7, 6, 5, 4, 3, 2,
<b>Category*</b> BUILDINGS, LAND & MISCELLANEOUS	<b>Department:*</b> PLANNING	<b>CP Unique ID:</b> 2441

### Overall Project Description

This project is intended to provide a share of the cost of funding flood mitigation projects that are proposed by local municipalities and approved by the County. 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 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(FLOOD RESILIENCE) |  |

### FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2024	2025	2026	2027	2028	Under Review
<b>Gross</b>	116,500	49,250	27,250	5,000	5,000	5,000	5,000	20,000
<b>Less Non-County Shares</b>	0	0	0	0	0	0	0	0
<b>Net</b>	116,500	49,250	27,250	5,000	5,000	5,000	5,000	20,000

**Expended/Obligated Amount (in thousands) as of :** 12,826

**Current Bond Description:** This project, the Law Memorial Park Flood Mitigation, Village of Briarcliff Manor, will include improvements to two portions of the basin. These include the installation of drainage infrastructure within Pine Road to prevent overland runoff from damaging private properties and the installation of an additional outfall from the Pond to alleviate flooding within the park.

#### Financing Plan for Current Request:

Non-County Shares:	\$ 0
Bonds/Notes:	1,200,000
Cash:	0
<b>Total:</b>	<b>\$ 1,200,000</b>

**SEQR Classification:**  
UNLISTED

**Amount Requested:**  
1,200,000

#### Expected Design Work Provider:

- ☐ County Staff
 ☒ Consultant
 ☐ Not Applicable

#### Comments:

#### Energy Efficiencies:

**Appropriation History:**

Year	Amount	Description
2009	5,400,000	MAMARONECK AND SHELDRAKE RIVERS BASIN FLOOD DAMAGE REDUCTION STUDY; FOUR LOCAL MUNICIPAL FLOOD PROJECTS
2012	5,000,000	FLOOD MITIGATION PROJECTS TO BE DETERMINED
2013	5,000,000	FLOOD RELATED PROJECTS
2015	150,000	DESIGN OF A COUNTYWIDE SYSTEM OF STREAM AND STORM GAUGES
2016	5,000,000	CONTINUATION OF THIS PROJECT
2021	200,000	DESIGN AND INSTALLATION OF A MAINTENANCE GATE AT SPRAIN BROOK, YONKERS
2022	11,000,000	THE US ARMY CORPS OF ENGINEERS' PROJECT IN THE VILLAGE OF MAMARONECK/SHELDRAKE AND MAMARONECK RIVERS
2023	17,500,000	\$10,300,000 CONTINUATION OF THIS PROJECT; \$7,000,000 FOR MAMARONECK/SHELDRAKE RIVERS, AND \$200,000 FOR CITY OF YONKERS SCOTTI FIELD FLOOD PROJECT
2024	27,250,000	1) \$16,000,000 FOR PELHAM FLOOD MITIGATION 2) \$6,000,000 PELHAM MANOR FLOOD MITIGATION

**Total Appropriation History:**

76,500,000

**Financing History:**

Year	Bond Act #	Amount	Issued	Description
09	79	900,000	899,501	FLOOD MITIGATION STUDY: MAM'K & SHELDRAKE RIVERS BASIN
09	140	2,441,625	2,441,625	COUNTY PORTION OF FLOOD MITIGATION PROJECT IN COUNTY
17	11	2,974,874	2,502,238	COUNTY PORTION OF FLOOD MITIGATION PROJECT IN COUNTY (AMMENDED)
18	171	0	0	FUNDING FOR AN ENGINEERING STUDY TO DEVELOP A SOLUTION FOR FLOODING IN RYE BROOK, AVON CIRCLE AREA
19	107	300,000	123,507	INITIAL DESIGN OF PROJECT TO MITIGATE FLOODING ALONG THE HUTCHINSON RIVER
19	247	0	0	RECONSTRUCT THE HILLSIDE AVENUE BRIDGE IN THE VILLAGE OF MAMARONECK
21	171	350,000	0	FLOOD MITIGATION-TOWN OF NEW CASTLE (UNIQUES ID# 1694)
21	175	270,000	0	FLOOD MITIGATION-YONKERS (UNIQUES ID# 1692)
22	85	130,000	0	FLOOD MITIGATION-DOBBS FERRY (UNIQUES ID# 1948)
22	54	1,200,000	0	FLOOD MITIGATION-PEEKSKILL (UNIQUES ID# 1999)
22	95	220,000	0	FLOOD MITIGATION-BRIARCLIFF MANOR (UNIQUE ID# 1953)
22	92	2,200,000	0	FLOOD MITIGATION-MAMARONECK (UNIQUE ID# 1857)
23	23	2,500,000	0	RECONSTRUCT HILLSIDE AVENUE BRIDGE, VILLAGE OF MAMARONECK (UNIQUE ID#2001)
23	206	121,250	0	FLOOD MITIGATION - HARRISON AVE YONKERS (ID 2324)
23	198	3,870,000	0	FLOODING IN RYE BROOK, AVON CIRCLE AREA - (ID 2236)
23	196	150,000	0	FLOOD MITIGATION (ID 2235)
23	208	128,750	0	FLOOD MITIGATION - CLUNIE AVE YONKERS (ID 2326)

**Total Financing History:**

17,756,499

**Recommended By:**

**Department of Planning**

MLLL

**Date**

04-01-2024

**Department of Public Works**

YMS1

**Date**

04-02-2024

**Budget Department**

DEV9

**Date**

04-04-2024

**Requesting Department**

MLLL

**Date**

04-04-2024

## FLOOD MITIGATION ( BPL26 )

**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
<b>Gross</b>	<b>116,500</b>	<b>49,250</b>	<b>12,826</b>	<b>27,250</b>	<b>5,000</b>	<b>5,000</b>	<b>5,000</b>	<b>5,000</b>	<b>20,000</b>
<b>Non County Share</b>									
<b>Total</b>	<b>116,500</b>	<b>49,250</b>	<b>12,826</b>	<b>27,250</b>	<b>5,000</b>	<b>5,000</b>	<b>5,000</b>	<b>5,000</b>	<b>20,000</b>

### **Project Description**

This project is intended to provide a share of the cost of funding flood mitigation projects that are proposed by local municipalities and approved by the County, as well as provide funding for watershed analyses and project development plans prepared by the County or in partnership with state and federal agencies. This is a general fund, specific projects are subject to a Capital Budget Amendment.

### **Current Year Description**

The current year request funds a continuation of the project.

### **Current Year Financing Plan**

Year	Bonds	Cash	Non County Shares	Total
2024	27,250,000			27,250,000

### **Impact on Operating Budget**

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

## FLOOD MITIGATION ( BPL26 )

### Appropriation History

Year	Amount	Description	Status
2009	5,400,000	Mamaroneck and Sheldrake Rivers basin flood damage reduction study; Four local municipal flood projects	COMPLETE
2012	5,000,000	Flood Mitigation Projects to be Determined	\$2,256,500 COMPLETE; \$2,743,500 DESIGN/CONSTRUCTION
2013	5,000,000	Flood related projects	\$1,500,000 COMPLETE; \$1,436,500 CONSTRUCTION; \$2,063,500 AWAITING BOND AUTHORIZATION
2015	150,000	Design of a countywide system of stream and storm gauges	AWAITING BOND AUTHORIZATION
2016	5,000,000	Continuation of this project	AWAITING BOND AUTHORIZATION
2021	200,000	Design and installation of a maintenance gate at Sprain Brook, Yonkers	AWAITING BOND AUTHORIZATION
2022	11,000,000	The US Army Corps of Engineers' project in the Village of Mamaroneck/Sheldrake and Mamaroneck rivers	AWAITING BOND AUTHORIZATION
2023	17,500,000	\$10,300,000 continuation of this project; \$7,000,000 for Mamaroneck/Sheldrake Rivers, and \$200,000 for City of Yonkers Scotti Field flood project	AWAITING BOND AUTHORIZATION
<b>Total</b>	<b>49,250,000</b>		

### Prior Appropriations

	Appropriated	Collected	Uncollected
<b>Bond Proceeds</b>	<b>49,250,000</b>	<b>6,891,825</b>	<b>42,358,175</b>
<b>Total</b>	<b>49,250,000</b>	<b>6,891,825</b>	<b>42,358,175</b>

## FLOOD MITIGATION ( BPL26 )

### Bonds Authorized

Bond Act	Amount	Date Sold	Amount Sold	Balance
79 09	900,000	12/02/10	358,000	499
		12/02/10	(358,000)	
		11/30/11	522,141	
		11/30/11	77,859	
		11/19/15	250,434	
		11/19/15	48,566	
		11/19/15	501	
140 09	2,441,625	10/24/12	740,494	
		10/24/12	75,506	
		10/24/12	6,240	
		12/10/13	852,989	
		12/10/13	104,011	
		12/10/13	2,925	
		11/19/15	334,212	
		11/19/15	64,813	
		11/19/15	669	
		12/15/16	259,766	
11 17	2,974,875	12/15/17	31,948	472,636
		12/15/17	5,866	
		12/15/17	50	
		12/15/17	29,606	
		12/15/17	5,436	
		12/15/17	46	
		12/10/18	660,625	
		12/10/19	959,846	
		12/10/19	189,546	
		12/10/19	117,641	
		12/10/19	23,231	
		04/30/20	478,398	
171 18				
107 19	300,000	12/01/21	123,508	176,493
247 19				
171 21	350,000			350,000
175 21	270,000			270,000

## FLOOD MITIGATION ( BPL26 )

85	22	130,000		130,000
92	22	2,200,000		2,200,000
95	22	220,000		220,000
54	22	1,200,000		1,200,000
23	23	2,500,000		2,500,000
196	23	150,000		150,000
198	23	3,870,000		3,870,000
206	23	121,250		121,250
208	23	128,750		128,750
Total		17,756,500	5,966,873	11,789,627



**ACT NO. 2024 - \_\_\_\_\_**

**AN ACT** authorizing the County of Westchester to enter into an intermunicipal agreement with the Village of Briarcliff Manor in connection with a flood mitigation project (Capital Project BPL26, Unique ID# 2441).

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

**Section 1.** The County of Westchester (the “County”) is hereby authorized to enter into an intermunicipal agreement (the “IMA”) with the Village of Briarcliff Manor (the “Village”), in connection with a flood mitigation project to be conducted in the Village to mitigate flooding and flood damage which includes improvements to two portions of a basin situated at the Law Memorial Park, Village of Briarcliff Manor (the “Project”), pursuant to capital project BPL26 – Flood Mitigation.

**§2.** The County will contribute in the amount of One Million Two Hundred Thousand (\$1,200,000.00) Dollars, to finance up to 50% of the costs associated with the Project.

**§3.** In order to give the County the necessary interest in real property to be able to issue bonds towards the Project, the Village shall grant a non-exclusive easement in, on, over, under and through the Property where the Project is located to the County, for a term commencing upon execution and continuing for a period at least equal to the life of any County bonds issued by the County for the construction of the Project, estimated to be thirty (30) years.

**§4.** The term of the IMA shall commence upon execution thereof by both parties and approval of same by the Office of the County Attorney, and shall continue for the life of the bonds issued by the County for the construction of the Project, estimated to be thirty (30) years.

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

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

**AGREEMENT** (“Agreement”), made the                      day of                      , 2024, by and between:

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

and

**VILLAGE OF BRIARCLIFF MANOR**, a municipal corporation of the State of New York, having an office and place of business at 1111 Pleasantville Road, Briarcliff Manor, New York 10510 (hereinafter referred to as the “Municipality”).

#### **RECITALS**

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

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

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

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

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

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

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

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

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

**WHEREAS**, the Board of Legislators approved the Reconnaissance Plan by Act No. 120 - 2014; and

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

**WHEREAS**, pursuant to the SWML funding program and in an effort to protect County-owned and/or managed infrastructure, assets and property, including the protection of County bridges, sanitary sewer and/or storm water pipes, and County parkland and other municipal and private property, the County desires to contribute Phase II funding to the costs of a flood mitigation and/or flood damage reduction project involving improvements to two portions of a basin situated at the Law Memorial Park (“Park”), in the Village of Briarcliff Manor, including the installation of drainage infrastructure within Pine Road to prevent overland runoff from damaging private properties and the installation of an outfall from the Pond to alleviate flooding within the Park, as further described herein, to be undertaken by the Municipality (the “Project”); and

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

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

## **ARTICLE I**

### **TERM**

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

**Section 1.1.** Except as provided for in this Agreement, the term of this Agreement shall be for a period commencing upon execution of this Agreement and continuing for a period at least equal to the life of any County bonds issued to fund the Project, unless terminated sooner in accordance with the provisions of this Agreement ("Term"), which is estimated to be thirty (30) years.

## **ARTICLE II**

### **TERMS OF PAYMENT, EASEMENT AND MUNICIPALITY REPRESENTATIONS**

**Section 2.0.** Pursuant to the County's SWML funding program and in an effort to protect County-owned and/or managed infrastructure, assets and property, including the protection of County bridges, sanitary sewer and/or storm water pipes, and County parkland and other municipal and private property, the County desires at this time to contribute Phase II funding toward construction costs of the Project, including any final designs and construction documents. The Project is owned by the Municipality and consists of flood mitigation and/or flood damage reduction work. The scope of work for this Phase II funding agreement is more fully described in Schedule "A", attached hereto and made a part hereof. In consideration for the County's aforesaid contribution, the Municipality represents that it shall complete the design, specification, construction documents and construction of the Project in accordance with Schedule "A" and all of the other terms of this Agreement.

The County agrees to finance the design, specification, construction documents and construction for the Project on a reimbursement basis. It is recognized and understood by the Municipality that at the time of execution of this Agreement, the County has obtained appropriations and bonding authority to finance up to \$1,200,000.00 for the construction of the Project. The County share of the construction of the Project shall not exceed that amount. Eligible project construction costs up to \$2,400,000.00 shall be paid up to fifty (50) percent by the County (up to \$1,200,000.00) and fifty (50) percent by the Municipality; provided, however, should the total eligible project construction costs be less than \$1,200,000.00, the County shall only be responsible for fifty (50) percent of the lesser amount. The Municipality shall be responsible for all costs in relation to the Project that exceed the County's contribution set forth herein, and under no circumstances or conditions, whether now existing or hereafter arising, or whether beyond the present contemplation of the parties, shall the County be expected or required to make any payment of any kind whatsoever or be under any other obligation or liability hereunder in connection with this Project except as herein expressly set forth.

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

**Section 2.1.** The Municipality represents that within one (1) year of the date hereof that the "Flood Mitigation Criteria" developed by the SWAB and approved by the Board of Legislators will have been adopted in the Municipality's appropriate land use regulations, guidelines and policies or in stand-alone form, and documentation of the adoption of such policies must be provided to and approved by the Commissioner of the County Department of Planning ("Planning Commissioner"). It is understood and agreed to by the Municipality that the payment of County funds under this Agreement for the Project is contingent upon the Municipality's adoption of the aforesaid policies.

**Section 2.2.** The parties agree that all payments made by the County to the Municipality shall be on a reimbursement basis only. Any and all requests for payment to be made, including any request for partial payment upon completion of a portion of the Project, shall be submitted by the Municipality on properly executed payment vouchers of the County and paid only after approval by the Planning Commissioner and the Commissioner of the Westchester County Department of Public Works and Transportation ("DPWT Commissioner"). The Municipality agrees that it shall submit all documentation that the County may require to substantiate all requests for payment. All payment vouchers must be

accompanied by a numbered invoice and must contain the invoice number where indicated. All invoices submitted during each calendar year shall utilize consecutive numbering and be non-repeating. In no event shall a *final* payment be made to the Municipality prior to completion of the Project and the approval of same by the Planning Commissioner and DPWT Commissioner. If at any time the Municipality shall neglect or fail to perform properly any of its obligations under this Agreement, the County shall have the right to withhold, in whole or in part, any payments otherwise due or to become due to the Municipality hereunder until such neglect or failure shall have been remedied to the reasonable satisfaction of the County.

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

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

(a) It is a municipal corporation duly organized, validly existing under the laws of the State of New York; the execution and performance of this Agreement by the Municipality has been duly authorized by its governing body; this Agreement, and any other documents required to be delivered by the Municipality when so delivered, will constitute the legal, valid and binding obligations of the Municipality in accordance with their respective terms; and the Municipality will deliver to the County at the time of execution of this Agreement a resolution adopted by its governing body authorizing the execution of this Agreement, and any other documents required to be delivered by the Municipality, including the aforesaid Easement;

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



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

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

### **ARTICLE III**

#### **MANAGEMENT OF THE PROJECT**

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

**Section 3.1.** In connection with the Project, the Municipality shall obtain all required approvals and permits and promptly execute and comply with all statutes, ordinances, rules, orders, regulations, codes and requirements of the Federal, State, County and municipal governments of the County. The Municipality shall also comply with any and all sanitary rules and regulations of the State and County Health Departments and with the State Environmental Quality Review Act. The Municipality shall comply with the aforementioned statutes, ordinances, rules, orders, regulations, codes and requirements



in its implementation of the Project including, but not limited to management, operation, maintenance and supervision of same.

#### **ARTICLE IV**

#### **FAIR AND AFFORDABLE HOUSING CONDITIONS**

**Section 4.0.** The Municipality hereby commits to the County that it is in compliance with the terms and conditions set forth in the County's Discretionary Funding Policy annexed hereto and forming a part hereof as Schedule "E" or has submitted documentation to the satisfaction of the County that the Municipality is not considered an eligible municipality under these requirements.

**Section 4.1.** As further consideration for the County's financial contribution toward the Project, the Municipality certifies that it has adopted municipal zoning code provisions and/or policies which reflect the guidance provided in the Model Ordinance Provisions and the Municipality is committed to affirmatively further fair housing, including a ban on local residency requirements and preferences and other selection preferences that do not affirmatively further fair housing, except to the extent provided in the Model Ordinance Provisions.

**Section 4.2.** The Municipality agrees to offer to the County a Right of First Refusal to retain and/or purchase any and all land acquired in rem to be used for housing that affirmatively furthers fair housing ("AFFH").

**Section 4.3.** The Municipality agrees to actively affirmatively further fair housing through its land use regulations and other affirmative measures to assist the development of affordable housing.

**Section 4.4.** The Municipality further agrees to market housing units that affirmatively further fair housing in accordance with Westchester County's Affirmative Fair Housing Marketing Plan throughout the period of affordability.

**Section 4.5.** Nothing in this Agreement is intended to affect the County's interest in the Project or release the Municipality from its obligations under the law with respect to affordable AFFH units.

**Section 4.6.** Should the Municipality fail to abide by any of the above conditions, the Municipality shall, upon thirty (30) days written notice by the County, refund any funds paid to the Municipality under this Agreement.

**ARTICLE V**  
**ACCOUNTING**

**Section 5.0.** The Municipality shall cause accurate records and books of account to be maintained in which shall be entered all matters relating to this Agreement, including all liabilities thereof and all expenditures, and payments to any and all contractors or subcontractors involved in the Project. Such books and records shall be maintained in accordance with generally accepted accounting principles, consistently applied and shall be kept at a location within Westchester County. The Municipality will provide the County with documentation, upon the County's request, in order to verify same. The County shall have the right to audit, inspect, examine and copy such books and records of the Municipality at all reasonable times during normal business hours at the office of the Municipality. The County's audit rights hereunder extend to all documents, reports, and records which relate to the Municipality's commitment to affirmatively further fair housing as described in Article IV herein.

**ARTICLE VI**  
**NOTICES**

**Section 6.0.** All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier, (with acknowledgement received and a copy of the notice sent by registered or certified mail, postage pre-paid), as set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt. Notices shall be sent to the following:

To the County:

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

Commissioner  
Department of Public Works and Transportation  
County of Westchester  
148 Martine Avenue  
White Plains, New York 10601

with a copy to:

County Attorney  
County of Westchester  
148 Martine Avenue  
Room 600  
White Plains, New York 10601

To the Municipality:

Village of Briarcliff Manor  
1111 Pleasantville Road  
Briarcliff Manor, NY 10510

with a copy to:

## **ARTICLE VII**

### **INDEMNIFICATION**

**Section 7.0.** To the fullest extent permitted by law, the Municipality shall defend, indemnify and hold harmless the County, its elected officials, officers, employees and agents (the "Indemnitees") from and against, any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly from the Project, including any which may arise from a change in applicable laws, rules and regulations, that may be imposed upon or incurred by or asserted against any of the Indemnitees by reason of any of the following:

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

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

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

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

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

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

**Section 7.1.** The Municipality hereby further acknowledges and agrees that it shall defend, indemnify and hold harmless the County for any "Environmental Damages" to the Property. "Environmental Damages" shall mean all claims, damages, demands losses, penalties, fines, fees, liabilities (including strict liability), encumbrances, liens, costs and expenses of investigation and defense of any, whether or not such claim is ultimately defeated, and of any good faith settlement or judgment, of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, including, without limitation, reasonable attorney's fees and disbursements and consultants' fees, any of which are incurred as the result of the existence of "Hazardous Material" or "Hazardous Waste" upon, beneath, or about the Property or migrating or threatening to migrate to or from the Property, or the existence of a violation of "Environmental Requirements" pertaining to the Property, regardless of whether the existence of such "Hazardous Materials" or "Hazardous Waste" or the violation of "Environmental Requirements" arose prior to the Municipality or County's ownership of the Property, including, without limitation:

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

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

necessary to make the full use of the Property or any other property or otherwise expended in connection with such conditions; and

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

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

**Section 7.1.a. Definitions.** For the purposes of this Agreement, the following definitions shall apply:

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

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

**Section 7.2.** The Municipality shall promptly notify the County in writing of any claims made or any suits instituted against the Municipality of which it has knowledge arising from its performances hereunder or in connection with this Agreement or in connection with the Project.

**Section 7.3.** In the event the Municipality does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of all or part of this Article, then the Municipality shall reimburse the County's reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing all or part of this Article of the Agreement.

**Section 7.4.** This Article shall survive termination or expiration of this Agreement.

## **ARTICLE VIII**

### **MISCELLANEOUS**

**Section 8.0.** Any purported delegation of duties or assignment of rights under this Agreement without the prior express written consent of the County is void.

**Section 8.1.** The Municipality shall submit documentation to the County demonstrating compliance with the State Environmental Quality Review Act and its implementing regulations ("SEQR"), including those activities that have been determined not to constitute an action as defined by SEQR or activities determined to be Type II actions as defined by SEQR. The Municipality shall act as the lead agency for meeting the requirements of SEQR for any Unlisted or Type I action that is undertaken pursuant to this Agreement, unless otherwise directed by the Planning Commissioner. The Municipality shall include the County as an Involved Agency (as defined in SEQR) in all matters relating to SEQR and conduct a coordinated review where applicable.

**Section 8.2.** The failure of the County to insist upon strict performance of any term, condition or covenant herein shall not be deemed a waiver of any rights or remedies that the County may have and



shall not be deemed a waiver of any subsequent breach or default in the terms, conditions or covenants herein.

**Section 8.3.** It is mutually understood and agreed that the terms, covenants, conditions and agreements herein contained shall be binding upon the parties hereto and upon their respective successors, legal representatives and assigns.

**Section 8.4.** This Agreement and its attachments constitute the entire agreement between the parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. This Agreement shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties, and approved by the Office of the County Attorney.

**Section 8.5.** It is recognized and understood that the Municipality is not an agent of the County and in accordance with such status, the Municipality, its consultant(s), its subcontractor(s), and their respective officers, agents, employees, representatives and servants shall at all times during the Term of this Agreement neither hold themselves out as, nor claim to be acting in the capacity of officers, employees, agents, representatives or servants of the County, nor make any claim, demand or application for any right or privilege applicable to the County, including without limitation, rights or privileges derived from workers compensation coverage, unemployment insurance benefits, social security coverage and retirement membership or credit.

**Section 8.6.** The Municipality shall comply with the insurance requirements contained in Schedule "C" entitled "Standard Insurance Provisions," attached hereto and made a part hereof. The Municipality may, in lieu of procuring and maintaining the aforesaid insurance, elect to obtain such coverage through a program of self-insurance, which coverage and program shall be in accordance with generally accepted standards for similarly situated entities. In addition to the foregoing, the Municipality shall contractually ensure that all of its contractors, subcontractors and/or independent contractors (individually a "Contractor" or collectively, the "Contractors") that are engaged to construct the Project shall provide such insurance coverage as described in Schedule "C" naming as additional insured, the Municipality and the County and their respective officials (elected or otherwise), officers, employees and agents (collectively the "Additional Insureds"). The Municipality shall require, before the Project commences that each such insurance policy be endorsed to contain the following clauses: (a) the insurer shall have no right to recovery or subrogation against the Additional Insureds (including their respective officials (elected or otherwise), officers, employees and agents), it being the intention that the insurance

policy shall protect both the insured and the Additional Insureds and be primary coverage for any and all losses covered by such insurance; (b) the clause “other insurance provisions” in any such insurance policy shall not apply to the Additional Insureds or their insurance policies; (c) the insurer issuing the policy shall have no recourse against the Additional Insureds (including their respective officials (elected or otherwise), officers, employees and agents) for payment of any premiums or for assessments under any form of policy; and (d) any and all deductibles in such insurance policy shall be assumed by and be for the account of, and at the sole risk of the Contractor.

**Section 8.7.** This Agreement shall not be enforceable until signed by all parties and approved by the Office of the County Attorney.

**Section 8.8.** In the event that any one or more provisions, sections, subsections, clauses or words of this Agreement are for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, but this Agreement shall be construed and enforced as if such illegal or invalid section, subsection, clause or word has not been contained herein.

**Section 8.9.** This Agreement shall be deemed executory only to the extent of funds appropriated and made available for the purpose of this Agreement and no liability on account thereof shall be incurred by the County beyond the amount of such appropriated funds.

**Section 8.10.** All covenants, stipulations, promises, agreements and obligations of the Municipality and the County contained herein shall be deemed to be stipulations, promises, agreements and obligations of the Municipality and the County and not of any member, officer or employee of the Municipality or the County in his/her individual capacity and no recourse shall be had for any obligation or liability herein or any claim based thereon against any member, officer or employee of the Municipality or the County or any natural person executing this Agreement.

**Section 8.11.** The parties represent that they have all requisite power and authority to execute, deliver and perform this Agreement, and this Agreement has been duly authorized by all necessary action on the part of the parties. The parties each agree to execute and deliver such further instruments and to seek such additional authority as may be required to carry out the intent and purpose of this Agreement, including providing the County with any necessary property interests in the Project in order for the County to fund the Project.

**Section 8.12.** This Agreement may be executed in two or more counterparts and all counterparts so executed shall for all purposes constitute one agreement binding upon all the parties hereto.



**Section 8.13.** Nothing in this Agreement shall act to confer third-party beneficiary rights on any person or entity not a party to this Agreement.

**Section 8.14.** The headings in this Agreement are for reference purposes only and shall not be used in construing the terms of this Agreement.

**Section 8.15.** The Municipality agrees to comply with the terms set forth in Schedule “D”, attached hereto and made a part hereof, regarding Vendor Direct Payment Terms.

**Section 8.16.** The Municipality hereby acknowledges that any provision of this Agreement which requires consent of the County shall be subject to receipt by the County of any and all necessary legal approvals.

**Section 8.17.** No director, officer, employee, agent or other person authorized to act on behalf of the County shall have any personal liability in connection with this Agreement or any failure of the County to perform its obligations hereunder. No director, officer, employee, agent or other person authorized to act on behalf of the Municipality shall have any personal liability in connection with this Agreement or any failure of the Municipality to perform its obligations hereunder.

**Section 8.18.** The Municipality agrees to allow the County reasonable access to the Project, during normal business hours, to permit inspection and observation of the Project. The Municipality may require the County to provide reasonable notice prior to such inspection and observation.

[NO FURTHER TEXT/SIGNATURE PAGE FOLLOWS]

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

**COUNTY OF WESTCHESTER**

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

**VILLAGE OF BRIARCLIFF MANOR**

By: \_\_\_\_\_  
Name:  
Title:

Approved by the Board of Legislators of the County of Westchester by Act No. 2024-\_\_\_\_\_  
on the \_\_\_\_\_ day of \_\_\_\_\_, 2024

Approved by the Board of the Village of Briarcliff Manor on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Approved:

\_\_\_\_\_  
Sr. Assistant County Attorney  
County of Westchester

BPL26 - Stormwater IMA Phase TWO - Law Memorial Park Briarcliff Manor.cmc.10.17.2024

**MUNICIPALITY'S ACKNOWLEDGMENT**

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

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 individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument; and, acknowledged if operating under any trade name, that the certificate required by the New York State General Business Law Section 130 has been filed as required therein.

\_\_\_\_\_  
Signature and Office of individual  
taking acknowledgment