

# 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, April 7, 2025**

**7:00 PM**

**Legislative Chamber**

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### Regular Meeting

## CALENDAR 7 (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

March 24, 2025 at 7pm.

## PUBLIC COMMENT

Speakers \_\_\_\_\_

## PUBLIC HEARING

### 1. [2025-74](#) **PH-Sewer District Mod-Add-Yorktown**

A Public Hearing on an "ACT to modify the Peekskill Sanitary Sewer District by the addition of one (1) parcel of property located in the Town of Yorktown." [Public Hearing set for April 7, 2025 at 7:30 p.m.]. ACT INTRO: 2025-76.

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

Speakers \_\_\_\_\_

\*Please see Standing Committee Item Nos. 2025-75 & 76 for back-up.

### 2. [2025-108](#) **PH - Responsible Bidder Legislation**

A Public Hearing on "A LOCAL LAW amending the Laws of Westchester County by adding a new Article IV to Chapter 233, entitled 'Board of Acquisition and Contract', regarding requirements for lowest responsible bidding on County public work projects." [Public Hearing

set for April 7, 2025 at 7:30 p.m.]. LOCAL LAW INTRO: 2025-109.

***SUBMITTED BY: LEGISLATION AND PUBLIC WORKS & TRANSPORTATION***

Speakers \_\_\_\_\_

\*Please see Standing Committee Item No. 2025-109 for back-up.

## **UNFINISHED BUSINESS**

### **I. COMMUNICATIONS**

#### **A. COUNTY EXECUTIVE**

1. [2025-122](#) **BOND ACT-SM095-Pumping Station Rehabilitation Prgm-Mam'k SSD**

A BOND ACT authorizing the issuance of TWO MILLION, FIVE HUNDRED THOUSAND (\$2,500,000) DOLLARS in bonds of Westchester County to finance Capital Project SM095 - Pumping Station Rehabilitation Program - Mamaroneck SSD.

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

2. [2025-123](#) **COMM-Gift Acceptance-The Friends of Muscoot Farm, Inc.**

Forwarding written consent from County Executive Jenkins to accept a gift of various farm equipment from The Friends of Muscoot Farm, Inc., valued at approximately \$282,614 to be used by the County to help maintain Muscoot Farm.

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

3. [2025-127](#) **APPT--Police Board-Palladino**

A RESOLUTION appointing Steven Palladino as a member of the Westchester County Police Board for the term March 6, 2025 to December 31, 2028.

***COMMITTEE REFERRAL: COMMITTEE ON APPOINTMENTS***

4. [2025-128](#) **APPT-Council for Seniors-Miller**

A RESOLUTION appointing Sandra Miller as a member of the Westchester County Council for Seniors for the term January 14, 2025 to December 31, 2025.

***COMMITTEE REFERRAL: COMMITTEE ON APPOINTMENTS***

5. [2025-129](#) **REAPPT-Domestic Violence Council-Castelli**

A RESOLUTION reappointing Chief Joseph P. Castelli as a member of the Westchester County Domestic Violence Council for the term January 21, 2025 to December 31, 2027.

***COMMITTEE REFERRAL: COMMITTEE ON APPOINTMENTS***



6.     [2025-130](#)     **REAPPT-Asian American Advisory Board-Pahwa**

A RESOLUTION reappointing Dr. Bhavana Pahwa as a member of the Westchester County Asian American Advisory Board for the term January 1, 2025 to December 31, 2026.

**COMMITTEE REFERRAL: COMMITTEE ON APPOINTMENTS**

7.     [2025-131](#)     **REAPPT-Asian American Advisory Board-Shih**

A RESOLUTION reappointing Howard Shih as a member of the Westchester County Asian American Advisory Board for the term March 4, 2025 to December 31, 2026.

**COMMITTEE REFERRAL: COMMITTEE ON APPOINTMENTS**

8.     [2025-132](#)     **REAPPT-Asian American Advisory Board-Young**

A RESOLUTION reappointing Vincent S. Young as a member of the Westchester County Asian American Advisory Board for the term March 4, 2025 to December 31, 2026.

**COMMITTEE REFERRAL: COMMITTEE ON APPOINTMENTS**

9.     [2025-133](#)     **PH-Membership Requirements for Refuse Disp. Dist. No. 1  
Advisory Board**

A RESOLUTION to set a Public Hearing on "A LOCAL LAW amending Chapter 277 of the Laws of Westchester with regard to membership requirements for the Westchester County Refuse Disposal District No. 1 Advisory Board." [Public Hearing set for \_\_\_\_\_, 2025 at \_\_\_\_\_ .m.]. LOCAL LAW INTRO: 2025-134.

**COMMITTEE REFERRAL: COMMITTEES ON LEGISLATION AND APPOINTMENTS**

10.    [2025-134](#)     **LOCAL LAW-Membership Requirements for Refuse Disp. Dist. No.  
1 Advisory Board**

A LOCAL LAW amending Chapter 277 of the Laws of Westchester County with regard to membership requirements for the Westchester County Refuse Disposal District No. 1 Advisory Board.

**COMMITTEE REFERRAL: COMMITTEES ON LEGISLATION AND APPOINTMENTS**

11.    [2025-135](#)     **IMA-Prisoner Transportation-Mount Vernon**

AN ACT authorizing the County of Westchester to enter into an Intermunicipal Agreement with the City of Mount Vernon in order to provide reimbursement for prisoner transportation to the Westchester County Jail within the period from January 1, 2023 through December 31, 2024, for a total amount not to exceed FIVE HUNDRED NINETY-SIX THOUSAND, SEVEN HUNDRED NINETY-FIVE (\$596,795) DOLLARS.

**COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND  
PUBLIC SAFETY**

12. [2025-138](#) **ENV RES-Westchester County Agricultural District No. 1 Recertification**

AN ENVIRONMENTAL RESOLUTION determining that there will be significant adverse impact on the environment from the review and recertification of the Westchester County Agricultural District No. 1.

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

13. [2025-139](#) **RES-Westchester County Agricultural District No. 1 Recertification**

A RESOLUTION recertifying the Westchester County Agricultural District No. 1.

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

**B. COUNTY ATTORNEY**

1. [2025-140](#) **ACT - DA Special Prosecutors**

AN ACT authorizing a funding pool for the payment of invoices for Special District Attorneys appointed pursuant to New York State County Law Section 701.

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

**C. LEGISLATORS**

1. [2025-126](#) **HON. ERIKA PIERCE - Town of Ossining Resolution Opposing "Project Maple"**

Forwarding a Town of Ossining Resolution opposing "Project Maple", The Algonquin Fracked Gas Pipeline Expansion Via Compressor Stations and New or Previously Stopped Fossil Fuel Projects Including the Williams Constitution Pipeline.

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

SI. 2. [2025-143](#) **HON. JEWEL WILLIAMS JOHNSON - Local Law to Establish a Unified Parking Payment System for Municipalities within Westchester County**

A Proposed Local Law to Establish a Unified Parking Payment System for Municipalities within Westchester County.

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

**D. OTHERS**

**II. NOTICES & PETITIONS**

1. [2025-137](#) **CLERK OF THE BOARD - Village of Port Chester PH-Boston Post**

**Road Owner LLC Project**

Forwarding correspondence from the Village of Port Chester regarding a Notice of Public Hearing for the project Boston Post Road Owner LLC Project.

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

2. [2025-141](#) **CLERK OF THE BOARD - New Rochelle IDA-455 Main St.,New Rochelle, NY**

Forwarding an Application for Real Property Tax Exemption from the City of New Rochelle for a project at 455 Main Street, New Rochelle, NY.

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

3. [2025-142](#) **CLERK OF THE BOARD - PILOT Agreement-138-140 Croton Ave., Village of Ossining, NY**

Forwarding a PILOT Agreement for 138-140 Croton Avenue, Ossining, NY.

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

### III. STANDING COMMITTEES

1. [2025-75](#) **ENV RES-Sewer District Mod-Add-Yorktown**

AN ENVIRONMENTAL RESOLUTION determining that there will be no significant adverse impact on the environment from the addition of one (1) parcel of property located in the Town of Yorktown, Old Crompond Road, Sec. 35.08, Block 1, Lot 27.

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

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

2. [2025-76](#) **ACT-Sewer District Mod-Add-Yorktown**

AN ACT to modify the Peekskill Sanitary Sewer District by the addition of one (1) parcel of property located in the Town of Yorktown.

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

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

3. [2025-90](#) **APPT-LGBTQ Advisory Board-Picciano**

A RESOLUTION appointing Christina Picciano as a member of the Westchester County LGBTQ Advisory Board for a term January 28, 2025 to December 31, 2028.

**SUBMITTED BY: COMMITTEE ON APPOINTMENTS**

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

**4.     [2025-92](#)            APPT-African American Advisory Board-Mullings**

A RESOLUTION appointing Gillian K. Mullings as a member of the Westchester County African American Advisory Board for the term January 23, 2025 to December 31, 2026.

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

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

**5.     [2025-94](#)            REAPPT-Fire Advisory Board-Doerr**

A RESOLUTION reappointing Herbert H. Doerr as a member of the Westchester County Fire Advisory Board for the term January 22, 2025 to December 31, 2025.

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

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

**6.     [2025-95](#)            REAPPT-Fire Advisory Board-Outhouse**

A RESOLUTION reappointing Robert Outhouse as a member of the Westchester County Fire Advisory Board for the term January 22, 2025 to December 31, 2025.

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

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

**7.     [2025-96](#)            REAPPT-Fire Advisory Board-Lee**

A RESOLUTION reappointing Lawrence Lee as a member of the Westchester County Fire Advisory Board for the term January 22, 2025 to December 31, 2025.

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

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

**8.     [2025-97](#)            REAPPT-Domestic Violence Council-Van Bomel**

A RESOLUTION reappointing Catherine Van Bomel as a member of the Westchester County Domestic Violence Council for the term January 21, 2025 to December 31, 2027.

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

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

**9.     [2025-98](#)            REAPPT-Hispanic Advisory Board-Muniz, Jr.**

A RESOLUTION reappointing Luis A. Muniz, Jr., as a member of the Westchester County Hispanic Advisory Board for the term January 17, 2025 to December 31, 2026.

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

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

VOTE \_\_\_\_\_

**10. [2025-99](#) REAPPT-Hispanic Advisory Board-Lopez**

A RESOLUTION reappointing Hector Lopez as a member of the Westchester County Hispanic Advisory Board for the term January 17, 2025 to December 31, 2026.

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

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

VOTE \_\_\_\_\_

**11. [2025-100](#) REAPPT-Hispanic Advisory Board-Miranda**

A RESOLUTION reappointing Denise Miranda as a member of the Westchester County Hispanic Advisory Board for the term January 17, 2025 to December 31, 2026.

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

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

VOTE \_\_\_\_\_

**12. [2025-101](#) REAPPT-African American Advisory Board-Morton**

A RESOLUTION reappointing Phillip Morton as a member of the Westchester County African American Advisory Board for the term January 15, 2025 to December 31, 2026.

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

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

VOTE \_\_\_\_\_

**13. [2025-102](#) REAPPT-African American Advisory Board-Cole**

A RESOLUTION reappointing Joyce Cole as a member of the Westchester County African American Advisory Board for the term January 15, 2025 to December 31, 2026.

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

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

VOTE \_\_\_\_\_

**14. [2025-103](#) REAPPT-African American Advisory Board-Bradshaw-Soto**

A RESOLUTION reappointing Jill Bradshaw-Soto as a member of the Westchester County African American Advisory Board for the term January 15, 2025 to December 31, 2026.

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

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

VOTE \_\_\_\_\_

**15. [2025-109](#) LL - Responsible Bidder Legislation**

A LOCAL LAW amending the Laws of Westchester County by adding a new Article IV to Chapter 233, entitled 'Board of Acquisition and Contract', regarding requirements for lowest responsible bidding on County public work projects.

***SUBMITTED BY: COMMITTEES ON LEGISLATION AND PUBLIC WORKS & TRANSPORTATION***

Local Law Intro No. 109 - 2025

VOTE \_\_\_\_\_

**16.    [2025-110](#)        REAPPT-Parks, Recreation & Conservation Bd-Clay**

A RESOLUTION reappointing Debra Clay as a member of the Westchester County Parks, Recreation and Conservation Board for the term January 17, 2025 to December 31, 2027.

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

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

VOTE \_\_\_\_\_

**17.    [2025-111](#)        REAPPT-Refuse Disp Dist No 1 Adv Bd-Sciliano**

A RESOLUTION reappointing Peter Sciliano as a member of the Westchester County Refuse Disposal District No. 1 Advisory Board for the term January 21, 2025 to December 31, 2026.

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

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

VOTE \_\_\_\_\_

**18.    [2025-112](#)        REAPPT-Emergency Medical Svcs Adv Bd-Costable**

A RESOLUTION reappointing Justin Costable as a member of the Westchester County Emergency Medical Services Advisory Board for the term January 22, 2025 to December 31, 2026.

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

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

VOTE \_\_\_\_\_

**19.    [2025-117](#)        BOND ACT(Amended)-BPL1A-Housing Implementation Fund II**

A BOND ACT (Amended) amending the design of the development known as Brookfield Commons Phase III and revising the number of units from 174 to 168.

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

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

VOTE \_\_\_\_\_

**20.    [2025-118](#)        ACT-Amending Act 146-2024-IMDA-White Plains, WP Housing Authority, and Trinity Financial, Inc.**

AN ACT amending Act No. 146-2024 authorizing the County of Westchester to enter into an inter-municipal developer agreement with the City of White Plains, the White Plains Housing Authority and Trinity Financial, Inc., 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 174 affordable rental

units at 161 South Lexington Avenue in the City of White Plains, that will affirmatively further fair housing and remain affordable for a period of not less than 50 years, in order to modify the number of affordable rental units from 174 units to 168 units.

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

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

VOTE \_\_\_\_\_

21. [2025-119](#) **HOME RULE-A6427-Amendment to the Westchester County Spending Limitation Act**

Forwarding a New York State Home Rule Request Resolution requesting "AN ACT to amend the tax law, in relation to revising the period of authorization for the county of Westchester's additional one percent rate of sales and compensating use tax; and to amend chapter 272 of the laws of 1991, amending the tax law relating to the method of disposition of sales and compensating use tax revenue in Westchester county and enacting the Westchester county spending limitation act, in relation to revising the period of authorization for the county of Westchester's additional one percent rate of sales and compensating use tax."

***SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND LEGISLATION***

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

VOTE \_\_\_\_\_

SI. 22. [2025-124](#) **PH-Amending LL-Safe Access to Reproductive Health Care Facilities**

A RESOLUTION to set a Public Hearing on "A LOCAL LAW amending Chapter 425 of the Laws of Westchester County." [Public Hearing set for \_\_\_\_\_, 2025 at \_\_\_\_\_ .m.]. LOCAL LAW INTRO: 2025-125.

***SUBMITTED BY: COMMITTEES ON LEGISLATION AND HUMAN SERVICES***

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

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

VOTE \_\_\_\_\_

#### IV. SPECIAL ORDERS

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

1. [2025-136](#) **Memorial Resolutions 2025-6**

HON. MARGARET A. CUNZIO: Leonard J. (Hoppy) Canora, Rose C. Norton, Ann E. Lunde, Joseph A. Sutka, Brian L. Wilsea

HON. VEDAT GASHI: Geraldine Shapiro

HON. DAVID J. TUBIOLO: Frank McKenna



HON. EMILJANA ULAJ: Marcia Seredynski

## **ADJOURNMENT**

Next Meeting: April 21, 2025, at 7pm.

**RESOLUTION NO. 2025 - 26**

**RESOLVED**, that this Board hold a public hearing on the proposed modification to the Peekskill Sanitary Sewer District by the addition of one (1) parcel of property located in the Town of Yorktown, more particularly described as Old Crompond Road, Sec. 35.08, Block 1, Lot 27, pursuant to Section 237.131 of the Laws of Westchester County. The public hearing will be held at 7:30 P.M. on the 7 day of April, 2025 in the Chambers of the Board of Legislators, 8th Floor, Michaelian Office Building, White Plains, New York. The Clerk of the Board shall cause notice of the time and date of such hearing to be published at least once in one or more newspapers published in the County of Westchester and selected by the Clerk of the Board for that purpose in the manner and time required by law. Such Notice shall be substantially in the form attached hereto.

## **PUBLIC NOTICE**

NOTICE OF HEARING: MODIFICATION TO THE PEEKSKILL SANITARY SEWER DISTRICT BY THE ADDITION OF ONE (1) PARCEL OF PROPERTY IN THE TOWN OF YORKTOWN; NOTICE IS HEREBY GIVEN THAT A PUBLIC HEARING WILL BE HELD BY THE BOARD OF LEGISLATORS OF WESTCHESTER COUNTY ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025 AT \_\_\_\_\_ P.M. IN THE CHAMBERS OF THE WESTCHESTER COUNTY BOARD OF LEGISLATORS, 8TH FLOOR, 148 MARTINE AVENUE, WHITE PLAINS, NEW YORK FOR THE PURPOSE OF HEARING PERSONS OR PARTIES INTERESTED IN THE PROPOSED ADDITION TO THE PEEKSKILL SANITARY SEWER DISTRICT OF LAND IN THE TOWN OF YORKTOWN IN ACCORDANCE WITH THE FEASIBILITY REPORT OF THE COMMISSIONER OF ENVIRONMENTAL FACILITIES, DATED NOVEMBER 20, 2024, OF THE PARCEL LISTED BELOW BY STREET ADDRESS AND TAX MAP DESIGNATION.

OLD CROMPOND ROAD, SEC. 35.08, BLOCK 1, LOT 27

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

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

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

RESOLUTION NO. 27 - 2025

RESOLVED, that this Board hold a public hearing pursuant to Section 209.141(4) of the Laws of Westchester County on Local Law Intro. No. 109 - 2025, entitled "A LOCAL LAW amending the Laws of Westchester County by adding a new Article IV to Chapter 233, entitled 'Board of Acquisition and Contract,' regarding requirements for lowest responsible bidding on County public work projects." The public hearing will be held at 7:30 p.m. on the 2 day of April, 2025, in the Chambers of the Board of Legislators, 8th Floor, Michaelian Office Building, White Plains, New York. The Clerk of the Board shall cause notice of the time and date of such hearing to be published at least once in one or more newspapers published in the County of Westchester and selected by the Clerk of the Board for that purpose in the manner and time required by law.

*[Signature]*  
 Margaret A. Cio  
*[Signature]*  
*[Signature]*  
*[Signature]*  
 Benjamin Taylor  
 Vedat Jahni

*[Signature]*  
 William  
 Nancy & Ben  
*[Signature]*  
 Lemuel Z. Kelly John  
 Vedat Jahni

COMMITTEES ON  
 Legislation      Public Works  
 & Transportation

Dated: March 24, 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.***

*Colin J. Smith*

*Emiliana May*

**COMMITTEE ON**

Legislation



Kenneth W. Jenkins  
Westchester County Executive

March 21, 2025

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

Dear Honorable Members of the Board of Legislators:

Transmitted herewith for your review and approval is a bond act ("Bond Act") which, if adopted by your Honorable Board, will authorize the County of Westchester ("County") to issue bonds in the amount of \$2,500,000 to finance the following capital project:

SM095 – Pumping Station Rehabilitation Program – Mamaroneck SSD ("SM095").

The Bond Act, in the amount of \$2,500,000, will finance the cost of the design and construction management for the rehabilitation of and improvements to the following sewage pump station: Beaver Brook (Glen Oaks).

The Department of Environmental Facilities ("Department") has advised that design and construction management funding is for the rehabilitation of and improvements to the Beaver Brook (Glen Oaks) Pumping Station. The work required in the pumping stations typically includes, but is not limited to, the installation of new bar screens, pumps and pump control panel replacements, piping and valves, gas and fire detection systems, all mechanical, instrumentation and electrical systems, and structural and architectural repairs and replacement such as walls, windows, and roofs. Also as part of the rehabilitation, relocation and/or replacement of the station's emergency generator (if present) will be addressed. Flood Hazard Mitigation will also be addressed at each pumping station as recommended in a prior Vulnerability Assessment Study.

Following bonding authorization and execution of a consultant agreement, design is estimated to take twelve (12) months to complete. It is estimated that construction will take 24 months to complete and will begin after award and execution of the construction contracts.

It should be noted that your Honorable Board has previously authorized the County to issue bonds in connection with SM095 as indicated in the annexed fact sheet. Based on the importance of this project to the County, favorable action on the proposed Bond Act is respectfully requested.

Sincerely,

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

Kenneth W. Jenkins  
Westchester County Executive



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

Your Committee is in receipt of a transmittal from the County Executive recommending approval by the County of Westchester (“County”) of a bond act (“Bond Act”) in the amount of \$2,500,000 to finance capital project SM095 – Pumping Station Rehabilitation Program – Mamaroneck SSD (“SM095”). The Bond Act, which was prepared by the law firm Norton Rose Fulbright, will finance the cost of the design and construction management for the rehabilitation of and improvements to the following sewage pump station: Beaver Brook (Glen Oaks).

The Department of Environmental Facilities (“Department”) has advised that design and construction management funding is for the rehabilitation of and improvements to the Beaver Brook (Glen Oaks) Pumping Station. The work required in the pumping stations typically includes, but is not limited to, the installation of new bar screens, pumps and pump control panel replacements, piping and valves, gas and fire detection systems, all mechanical, instrumentation and electrical systems, and structural and architectural repairs and replacement such as walls, windows, and roofs. Also as part of the rehabilitation, relocation and/or replacement of the station's emergency generator (if present) will be addressed. Flood Hazard Mitigation will also be addressed at each pumping station as recommended in a prior Vulnerability Assessment Study.

Following bonding authorization and execution of a consultant agreement, design is estimated to take twelve (12) months to complete. It is estimated that construction will take 24 months to complete and will begin after award and execution of the construction contracts.

It should be noted that your Honorable Board has previously authorized the County to issue bonds in connection with SM095 as indicated in the annexed fact sheet.

The Planning Department has advised your Committee that based on its review, SM095 may be classified as a Type “II” action pursuant to the State Environmental Quality Review Act (“SEQR”) and its implementing regulations, 6 NYCRR Part 617. Therefore, no environmental review is required. Your Committee has reviewed the annexed SEQR documentation and concurs with this recommendation.

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

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

**COMMITTEE ON**

c/cmc.03.07.2025

# FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: SM095

☐ NO FISCAL IMPACT PROJECTED

## SECTION A - CAPITAL BUDGET IMPACT

To Be Completed by Budget

☐ GENERAL FUND

☐ AIRPORT FUND

☒ SPECIAL DISTRICTS FUND

Source of County Funds (check one):

☒ Current Appropriations

☐ Capital Budget Amendment

## SECTION B - BONDING AUTHORIZATIONS

To Be Completed by Finance

Total Principal \$ 2,500,000 PPU 5 Anticipated Interest Rate

Anticipated Annual Cost (Principal and Interest): \$ 545,942

Total Debt Service (Annual Cost x Term): \$ 2,729,710

Finance Department: maab 3-18-25

## 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: 27

Prepared by: Dianne Vanadia

Title: Associate Budget Director

Department: Budget


Date: 3/18/25

Reviewed By: 

Budget Director

Date: 03/18/25

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: January 24, 2025

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT:  
SM095 Pumping Station Rehabilitation Program Mamaroneck SSD**

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**PROJECT/ACTION:** Per Capital Project Fact Sheet as approved by the Planning Department on 12/16/2024 (Unique ID: 2765)

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

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

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**COMMENTS:** The current request is for design and construction management. However, funds for construction management will not be expended unless funding for construction is approved, which will be subject to further environmental review as may be required by SEQR.

DSK/oav

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

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

BOND ACT DATED \_\_\_\_\_, 2025.

A BOND ACT AUTHORIZING THE ISSUANCE OF \$2,500,000 BONDS OF THE COUNTY OF WESTCHESTER, NEW YORK, TO PAY THE DESIGN AND CONSTRUCTION MANAGEMENT COSTS OF THE REHABILITATION OF AND IMPROVEMENTS TO THE GLEN OAKS PUMPING STATION, IN AND FOR THE BENEFIT OF THE COUNTY'S MAMARONECK SANITARY SEWER DISTRICT.

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

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

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

WHEREAS, it is now desired to authorize the financing of the cost of such capital project allocable to the County's Mamaroneck Sanitary Sewer District; NOW, THEREFORE,

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

Section 1. For paying the cost of the design and construction management for the rehabilitation of and improvements to the Glen Oaks Pumping Station, in and for the benefit of the Mamaroneck Sanitary Sewer District, including incidental expenses in connection therewith, there are hereby authorized to be issued \$2,500,000 bonds of said County pursuant to the provisions of the Local Finance Law. To the extent that the details of the aforesaid class of objects or purposes set forth in this Bond Act are inconsistent with any details set forth in the current Capital Budget of the County, such Budget shall be deemed and is hereby amended to the extent inconsistent herewith.

Section 2. It is hereby determined that the estimated maximum cost of the aforesaid class of objects or purposes is \$2,500,000, and that the plan for the financing thereof is by the issuance of the \$2,500,000 bonds of said County authorized to be issued pursuant to this Bond Act.

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

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

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

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



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

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

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



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

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

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

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

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

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

(1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or

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

(3) Such obligations are authorized in violation of the provisions of the Constitution.

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

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

The foregoing Bond Act was duly put to a vote which resulted as follows:

AYES:

NOES:

ABSENT:

The Bond Act was thereupon declared duly adopted.

\* \* \* \*

APPROVED BY THE COUNTY EXECUTIVE

\_\_\_\_\_

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

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

I, the undersigned Clerk of the Board of Legislators of the County of Westchester, New York, DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Board of Legislators of said County, including the Bond Act contained therein, held on \_\_\_\_\_, with the original thereof on file in my office, and that the same is a true and correct transcript therefrom and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that all members of said Board had due notice of said meeting.

I FURTHER CERTIFY that said meeting was (i) open to the general public pursuant to Section 103 of the Public Officers Law or (ii) conducted in conformance with Section 103-a of the Public Officers Law.

I FURTHER CERTIFY that, PRIOR to the time of said meeting, I duly caused a public notice of the time and place of said meeting to be given to the following newspapers and/or other news media as follows:

Newspaper and/or Other News Media

Date Given

I FURTHER CERTIFY that PRIOR to the time of said meeting, I duly caused public notice of the time and place of said meeting to be conspicuously posted in the following designated public location(s) on the following dates:

Designated Location(s) of Posted Notice

Date of Posting

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

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

(CORPORATE  
SEAL)

## LEGAL NOTICE

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

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

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

**A BOND ACT AUTHORIZING THE ISSUANCE OF \$2,500,000 BONDS OF THE COUNTY OF WESTCHESTER, NEW YORK, TO PAY THE DESIGN AND CONSTRUCTION MANAGEMENT COSTS OF THE REHABILITATION OF AND IMPROVEMENTS TO THE GLEN OAKS PUMPING STATION, IN AND FOR THE BENEFIT OF THE COUNTY'S MAMARONECK SANITARY SEWER DISTRICT.**

objects or purposes: financing the cost of design and construction management for the rehabilitation of and improvements to the Glen Oaks Pumping Station, in and for the benefit of the Mamaroneck Sanitary Sewer District, including incidental expenses in connection therewith

period of probable usefulness: five years

amount of obligations to be issued: \$2,500,000

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

---

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



## CAPITAL PROJECT FACT SHEET

<b>Project ID:*</b> SM095	<input type="checkbox"/> CBA	<b>Fact Sheet Date:*</b> 01-02-2025
<b>Fact Sheet Year:*</b> 2025	<b>Project Title:*</b> PUMPING STATION REHABILITATION PROGRAM - MAMARONECK SSD	<b>Legislative District ID:</b> 3, 7, 6, 5,
<b>Category*</b> SEWER AND WATER DISTRICTS	<b>Department:*</b> ENVIRONMENTAL FACILITIES	<b>CP Unique ID:</b> 2765

### Overall Project Description

This project will fund the rehabilitation and/or upgrade of the following sewage pump stations: Fenimore Road, Weaver St, Saxon Woods, Glen Oaks, West Basin, Edgewater Point, East Basin, and Cove Rd.

- |   |   |  |
|---|---|--|
| <input checked="" type="checkbox"/> Best Management Practices | <input checked="" type="checkbox"/> Energy Efficiencies | <input checked="" type="checkbox"/> Infrastructure |
| <input type="checkbox"/> Life Safety                          | <input type="checkbox"/> Project Labor Agreement        | <input type="checkbox"/> Revenue                   |
| <input type="checkbox"/> Security                             | <input type="checkbox"/> Other                          |  |

### FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2025	2026	2027	2028	2029	Under Review
<b>Gross</b>	29,200	23,200	0	0	0	0	0	6,000
<b>Less Non-County Shares</b>	0	0	0	0	0	0	0	0
<b>Net</b>	29,200	23,200	0	0	0	0	0	6,000

**Expended/Obligated Amount (in thousands) as of :** 3,053

**Current Bond Description:** The current request is for the Design and Construction Management for the rehabilitation and/or upgrade of the following sewage pump station: Beaver Brook (Glen Oaks). The work required in the pumping stations typically includes, but is not limited to, the installation of new bar screens, pumps and pump control panel replacements, piping and valves, gas and fire detection systems, all mechanical, instrumentation and electrical systems, and structural and architectural repairs and replacement such as walls, windows, and roofs. Also as part of the rehabilitation, relocation and/or replacement of the station's emergency generator (if present) will be addressed. Flood Hazard Mitigation will also be addressed at each pumping station as recommended in a prior Vulnerability Assessment Study.

#### Financing Plan for Current Request:

Non-County Shares:	\$ 0
Bonds/Notes:	2,500,000
Cash:	0
<b>Total:</b>	<b>\$ 2,500,000</b>

### SEQR Classification:

TYPE II

### Amount Requested:

2,500,000

### Expected Design Work Provider:

- ☐ County Staff
 ☒ Consultant
 ☐ Not Applicable

### Comments:

#### Energy Efficiencies:

THE DESIGN IS TO NOT ONLY COVER NORMAL NECESSARY REPLACEMENT AND REHABILITATION, BUT TO IMPROVE EFFICIENCY OF THE PUMPING STATIONS BY REDUCING ENERGY USAGE AND MANPOWER COSTS.



**Appropriation History:**

Year	Amount	Description
2017	1,200,000	DESIGN AND CONSTRUCTION MANAGEMENT FOR FENIMORE RD AND WEAVER ST.
2021	1,000,000	DESIGN AND CONSTRUCTION MANAGEMENT FOR SAXON WOODS
2022	10,000,000	CONSTRUCTION FOR FENIMORE RD & WEAVER ST, AND SAXON WOODS
2023	6,000,000	CONSTRUCTION
2024	5,000,000	\$2,500,000 CONSTRUCTION; \$2,500,000 DESIGN AND CONSTRUCTION MANAGEMENT FOR THE GLEN OAKS PUMPING STATION

**Total Appropriation History:**

23,200,000

**Financing History:**

Year	Bond Act #	Amount	Issued	Description
17	115	0	0	DESIGN CONTRUCTION MANAGEMENT OF REHABILITATION FENIMORE RD AND WEAVER ST PUMPING
21	6	0	0	PUMPING STATION MAMARONECK - SAXON WOODS
22	52	2,700,000	683,835	REHABILITATION FENIMORE RD AND WEAVER ST PUMPING #1838
22	134	0	0	PUMPING STATION MAMARONECK - SAXON WOODS
24	99	11,500,000	0	FEN&WVR CONSTRUCTION
24	99	6,500,000	0	SAXON WOODS

**Total Financing History:**

20,700,000

**Recommended By:**

**Department of Planning**  
MLLL

**Date**  
12-16-2024

**Department of Public Works**  
RJB4

**Date**  
12-20-2024

**Budget Department**  
DEV9

**Date**  
12-23-2024

**Requesting Department**  
JCL1

**Date**  
12-23-2024

## PUMPING STATION REHABILITATION PROGRAM - MAMARONECK SSD ( SM095 )

**User Department :** Environmental Facilities

**Managing Department(s) :** Environmental Facilities ;

**Estimated Completion Date:** TBD

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

### **FIVE YEAR CAPITAL PROGRAM (in thousands)**

	Est Ult Cost	Appropriated	Exp / Obl	2025	2026	2027	2028	2029	Under Review
Gross	29,200	23,200	3,075						6,000
Non County Share									
<b>Total</b>	<b>29,200</b>	<b>23,200</b>	<b>3,075</b>						<b>6,000</b>

### **Project Description**

This project will fund the rehabilitation and/or upgrade of the following sewage pump stations: Fenimore Road, Weaver St, Saxon Woods, Glen Oaks, West Basin, Edgewater Point, East Basin, and Cove Rd.

### **Current Year Description**

There is no current year request.

### **Impact on Operating Budget**

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

### **Appropriation History**

Year	Amount	Description	Status
2017	1,200,000	Design and construction management for Fenimore Rd and Weaver St.	DESIGN
2021	1,000,000	Design and construction management for Saxon Woods	DESIGN
2022	10,000,000	Construction for Fenimore Rd & Weaver St, and Saxon Woods	DESIGN
2023	6,000,000	Construction	DESIGN
2024	5,000,000	\$2,500,000 Construction; \$2,500,000 Design and construction management for the Glen Oaks Pumping Station	\$2,500,000 DESIGN; \$2,500,000 AWAITING BOND AUTHORIZATION
<b>Total</b>	<b>23,200,000</b>		

### **Prior Appropriations**

	Appropriated	Collected	Uncollected
Bond Proceeds	23,200,000	683,845	22,516,155
<b>Total</b>	<b>23,200,000</b>	<b>683,845</b>	<b>22,516,155</b>

# PUMPING STATION REHABILITATION PROGRAM - MAMARONECK SSD ( SM095 )

## Bonds Authorized

Bond Act		Amount	Date Sold	Amount Sold	Balance
115	17				
6	21				
52	22	2,700,000	12/01/22	364,543	2,016,165
			12/01/22	39,567	
			11/30/23	255,254	
			11/30/23	24,470	
134	22				
99	24	11,500,000			11,500,000
99	24	6,500,000			6,500,000
Total		20,700,000		683,835	20,016,165



**Kenneth W. Jenkins**  
County Executive

March 20, 2025

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

Honorable Members:

Pursuant to Chapter 209 of the Laws of Westchester County, enclosed for filing please find a copy of my written consent to accept a gift of various farm equipment from The Friends of Muscoot Farm, Inc., valued at approximately \$282,614. This equipment will be used by the County to help maintain Muscoot Farm for the enjoyment of future generations.

Acceptance of this gift requires no expenditure of County capital or non-recurring funds to house or make it operative.

Respectfully submitted,

A handwritten signature in black ink, appearing to be "KWJ", written over the typed name and title.

Kenneth W. Jenkins  
County Executive

KWJ/KOC/jpg

Office of the County Executive

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

Telephone: (914)995-2900

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COPIES: 1 (1) - 11/10/07  
RECEIVED



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

March 20, 2025

Susan Moga  
President  
The Friends of Muscoot Farm, Inc.  
51 Route 100  
Katonah, N.Y. 10536

Dear Ms. Moga,

Pursuant to Chapter 209 of the Laws of Westchester County, I hereby consent to the County's acceptance of various farm equipment from The Friends of Muscoot Farm, Inc., valued at approximately \$282,614 and as detailed in the attached equipment list. This equipment will be used by the County to help maintain Muscoot Farm for the enjoyment of future generations.

On behalf of the citizens of Westchester County, I thank you and the The Friends of Muscoot Farm, Inc. for your generosity.

Sincerely,

A handwritten signature in black ink, appearing to be "Kenneth W. Jenkins", written over the word "Sincerely,". The signature is fluid and extends to the right.

Kenneth W. Jenkins  
County Executive

KWJ/KOC/jpg

Office of the County Executive

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

Telephone: (914)995-2900

## FISCAL IMPACT STATEMENT

**SUBJECT: Gift Acceptance - Equipment**

☒ 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

<b>Total Current Year Expense</b>	<b>\$</b>	<b>-</b>
-----------------------------------	-----------	----------

**Total Current Year Revenue** \$ -

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

☐ Additional Appropriations ☒ Other (explain)

**Identify Accounts:** Equipment valued at approximately \$282,614.

<b>Potential Related Operating Budget Expenses:</b>	<b>Annual Amount</b>	
---	----------------------	--

**Describe:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

**Describe:** \_\_\_\_\_

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

**Current Year:** \_\_\_\_\_

**Next Four Years:**

Prepared by: Kerry Riguzzi 

**Title:** Manager - Fiscal Operations

**Department:** Parks, Recreation & Conservation

**Date:** February 25, 2025

Reviewed By: [Signature]

## **Budget Director**

Date: 3/20/25



**The Friends of Muscoot Inc**  
51 Route 100  
Katonah, New York 10536  
[www.muscootfarm.org](http://www.muscootfarm.org)

**The Friends of Muscoot  
Muscoot Farm  
51 Route 100  
Katonah, NY 10536**

**February 25, 2025**

**Jason Klein  
Director of Conservation  
450 Saw Mill River Rd  
Ardsley, NY 105**

Dear Jason,  
Attached is a list of equipment purchased by the Friends of Muscoot for Muscoot Farm, totaling \$282,614. The Friends of Muscoot would like to donate these items with no restrictions or limitations to the Department of Parks, Recreation, and Conservation.

Sincerely,

**SUE MOGA  
Susan Moga  
Friends of Muscoot  
President**

The Friends of Muscoot Inc: 501(c)(3) Organization # 13-3039176







**The Friends of Muscoot Inc**  
 51 Route 100  
 Katonah, New York 10536  
[www.muscootfarm.org](http://www.muscootfarm.org)

Facility	Manufacturer	Model	Item	Year	Fleet #	Serial Number	Value New
Muscoot Farm	H & S 270		Manure Spreader		Friends		28,000
Muscoot Farm	Kuhn		Hay Mower	2012	Friends		20,000
Muscoot Farm	Kasco		Eco Drill		Friends		15,950
Muscoot Farm	New Holland	BC5060	Hay Baler	2011	Friends		15,000
Muscoot Farm	Kuhn Tedder	D1307	Tedder		Friends	GB202THA	14,000
Muscoot Farm	Stoltzfus		Hay Wagon Person Transport		Friends		14,000
Muscoot Farm	Knowles		Hay Wagon Person Transport		Friends		12,215
Muscoot Farm	Bush Hog	2212	Wing Mower	2013	Friends		12,000
Muscoot Farm	Shiloh		Tranposrt Wagon		Friends		12,000
Muscoot Farm	Winpower		Generator		Friends		12,000
Muscoot Farm	Stoltzfus		Hay Wagon- Hay		Friends		11,150
Muscoot Farm	Stoltzfus		Hay Wagon- Hay		Friends		11,150
Muscoot Farm	Stoltzfus		Hay Wagon- Hay		Friends		11,150
Muscoot Farm	Land Pride		Grader		Friends		10,600
Muscoot Farm	International	570	Seed Drill		Friends		9,500
Muscoot Farm	John Deere	650	Tractor		Friends		9,300
Muscoot Farm	Blizzard	B84A	Snow Blower 8'		Friends	SJT007851	8,200
Muscoot Farm	Frontier		Finishing Mower 3pt		Friends		5,000
Muscoot Farm	New Holland	Rolarbar 258	Hay Rake		Friends		4,800
Muscoot Farm	New Holland	Rolabar 256	Hay Rake		Friends	608759	4,800
Muscoot Farm	Kuhn 735	MDS735	Fertilizer Spreader	2008	Friends		4,200
Muscoot Farm	Vortex		Power Washer	2021	Friends		4,000
Muscoot Farm	Featherlite	8191006STD	Transport Box		Friends	4FGA20606LC1 52383	3,200
Muscoot Farm	John Deere	62D2	Mower Deck		Friends	M0262A030475	3,000
Muscoot Farm	Westword		Mobile Compressor		Friends		3,000
Muscoot Farm	Coburn		Milk Compressor		Friends		2,900
Muscoot Farm	Ford	241	Disc Tiller		Friends	WN12347	2,800
Muscoot Farm	Hayrite		20' Hay Elevator		Friends		2,000
Muscoot Farm	Highland Tank		Storage Tank		Friends		1,800
Muscoot Farm	Craftsman	YS4500	Ride on Mower		Friends		1,600
Muscoot Farm	Showco		Hay Elevator		Friends		1,600
Muscoot Farm	Hayrite		15 Hay Elevator		Friends		1,500
Muscoot Farm	Lincoln Electric		Welder		Friends		1,500
Muscoot Farm	New Holland		Hay Wagon Person Transport		Friends		1,400
Muscoot Farm	Brillon		Cultipacker		Friends		1,200
Muscoot Farm	Beef Co		Cone Spreader		Friends	281734	1,000
Muscoot Farm	Central		Water Pump		Friends		800
Muscoot Farm	Countyline	F15FS	Fence Strecher		Friends	21300259	800
Muscoot Farm	Toro		20" Walk Behind Mower		Friends		800
Muscoot Farm	Mculloch		Chain Saw		Friends		600
Muscoot Farm	John Deere	Imate Box	Ballast Box		Friends		500
Muscoot Farm	Stihl	M5170	Chain Saw		Friends		500
Muscoot Farm	Troy Built		Roto Tiller		Friends		499

The Friends of Muscoot Inc: 501(c)(3) Organization # 13-3039176







**The Friends of Muscoot Inc**

51 Route 100,  
Katonah, New York 10536  
[www.muscootfarm.org](http://www.muscootfarm.org)

Muscoot Farm	Spyker	78-20-A1	Fertilizer Spreader	Friends	300
Muscoot Farm	Porter Cable		Air Compressor	Friends	200
Muscoot Farm	John Deere		Pull Behind Cultivator	Friends	100

The Friends of Muscoot Inc: 501(c)(3) Organization # 13-3039176






**Kenneth W. Jenkins**  
County Executive

WHEREAS, a vacancy exists in the membership of the Westchester County Police Board:

NOW, THEREFORE, I, Kenneth W. Jenkins, County Executive of Westchester County, in accordance with the terms and provisions of the Westchester County Charter, appoint Steven Palladino, 59 Wrights Mill Road, Armonk, New York as a member of the Westchester County Police Board, for the term March 6, 2025 to December 31, 2028.

Given under my hand  
and seal this 6<sup>th</sup> day  
of March, 2025.



Kenneth W. Jenkins  
County Executive

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)



Kenneth W. Jenkins  
Westchester County Executive

March 6, 2025

Steven Palladino  
58 Wrights Mill Road  
Armonk, NY 10504

Dear Steven,

It is my pleasure to appoint you to serve as a member of the Westchester County Police Advisory Board effective today, Thursday, March 6, 2025. This appointment is for a term to expire on December 31, 2028.

Your appointment 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. Please contact the Public Safety Department at (914) 864-7901, for the date, place, and time of the upcoming meeting for your participation.

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, which includes the filing of a financial disclosure statement with the County Board of Ethics.

Warmest wishes for a successful tenure.

Very Truly Yours,

A handwritten signature in black ink, appearing to be "KWJ", written over the typed name and title of the sender.

Kenneth W. Jenkins  
Westchester County Executive

KWJ/ts

cc: Honorable Board of Legislators  
Joan McDonald, Director of Operations  
Terrance Raynor, Commissioner, Public Safety Department

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

# Steven Mark Palladino

---

59 Wrights Mill Road  
Armonk, NY 10504  
(347)-539-2839  
Stevenpalladino1@gmail.com

## Highlights

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- Management Experience
- Communication skills
- Leadership skills
- Small Business Owner
- Military Officer
- Strong Attention to Detail
- Proficient in All Office Applications
- Secret Security Clearance
- HAZMAT Awareness w/PPE, Operations, and Technician Certified

## Professional Experience

---

### SMP Supply Corporation

May 2013- Present

#### *President/Founder*

- Oversees National Operations, Strategy, and Execution
- Manages client relations/business development plan
- Services over 30MM Sq footage of Real Estate
- Established Disaster Response Emergency Kits for NYC Real Estate Industry

### Guaranteed Pest Solutions

Oct 2013 – Present

#### *President/Founder*

- Advanced Integrated Pest Management
- Commercial License Holder
- Key administrator in development of annual business plans, forecasts, and budgets

### General Plumbing Corporation

Oct 2020- Present

#### *Principal/Owner*

- Lead Sales Professional
- Budget and Financial Manager
- Intermediary with Local Union and retirement entities for all employees

### United States Air Force Air National Guard 105<sup>th</sup> AW/MOF

Mar 2019 – Present

#### *Commanding Officer*

- Manages \$2.8 Billion in Department of Defense Assets
- Supports 250+ person group of highly skilled controllers, planners, trainers and schedulers to lead strategic mobility missions
- Direct supervisor of C-17 Aircraft Maintenance Operations and Deployment Functions
- Command Team of Joint Task Force Javits in response to COVID-19 Pandemic
- Graduate/Instructor of Chemical, Biological, Radiological, Nuclear and Explosives (CBRN-E) AFSC//Domestic Emergency Management

## Education

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### SUNY Maritime/ Fort Schuyler Paramilitary Academy

Aug 2010-May 2014

#### *Bachelor of Science Degree*

International Trade and Transportation Degree/Business Management

## Notable Accomplishments/Affiliations

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### Law Enforcement/Military/Civil Service/Philanthropy:

- NYPD: Director of Military Affairs
- NYPD: Detectives Endowment Association- Executive Board Member: Director, Interagency and Community Partnerships
- New York State Police, PBA, Signal 30 - Trustee/ Founding Member of NYC Chapter
- Federal Law Enforcement Association- Trustee
- Fraternal Order of Police, Associate Member

- NYC Police Foundation, Supporting Member
- Detective Joseph Lemm Foundation, Board Member
- NYPD Sports
- Tuesdays Children Organization, Committee Member
- National Center for Healthy Veterans, Committee Member
- Hope for Heroes, Committee Member
- Kids for Kids, Co-Chairman raising over \$14MM for childhood cancer
- Hamilton Madison House, Committee Member
- Organized the donation of over 10K in COVID PPE to NYS Agencies/Hospitals
- Distributed 150k food boxes to local families benefitting over 500k personnel

**Honorary Titles:**

- Honorary Police Commissioner, NYPD
- Honorary Fire Chief, NY State Fire Chiefs Association






**Kenneth W. Jenkins**  
County Executive

**WHEREAS**, a vacancy exists in the membership of the Westchester County Council for Seniors:

**NOW, THEREFORE**, I, Kenneth W. Jenkins, County Executive of Westchester County, in accordance with the terms and provisions of the Westchester County Charter, appoint Sandra Miller, 12 Ethelton Road, White Plains, New York as a member of the Westchester County Council for Seniors, for the term January 14, 2025 to December 31, 2025.

Given under my hand  
and seal this 14<sup>th</sup> day  
of January, 2025.



Kenneth W. Jenkins  
County Executive

A handwritten signature in black ink, consisting of a stylized 'K' and 'J' followed by a horizontal line, is written over a horizontal line. Below the signature, the name "Kenneth W. Jenkins" and the title "County Executive" are printed in a serif font. A faint, circular official seal is visible in the background behind the signature.

Office of the County Executive

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

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



Kenneth W. Jenkins  
Westchester County Executive

January 14, 2025

Ms. Sandra Miller  
12 Ethelton Road,  
White Plains, NY 10603

Dear Ms. Miller,

It is my pleasure to appoint you to serve as a member of the Westchester County Council for Seniors, effective today, Tuesday, January 14, 2025. This appointment is for a term to expire on December 31, 2025.

Your appointment 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. Please contact the Department of Senior Programs and Services at (914) 813-6427, for the date, time and place of the upcoming meeting.

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,

A handwritten signature in black ink, appearing to be "K. W. Jenkins", written over a horizontal line.

Kenneth W. Jenkins  
Westchester County Executive

KWJ/ts

cc: Honorable Board of Legislators  
Joan McDonald, Director of Operations  
Mae Carpenter, Commissioner, Dept. of Senior Programs & Services

Office of the County Executive

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White Plains, New York 10601

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Telephone: (914)995-2900



**SANDRA MILLER**  
**12 Ethelton Road, White Plains, New York 10603**  
**Cell: (914) 420-8376    Email: smiller4298@gmail.com**

**PROFESSIONAL PROFILE:**

Experienced and versatile financial, accounting, and benefits professional. Excellent analytical, interpersonal and supervisory skills. Team player, self-motivated and detail-oriented problem solver. MBA in Financial Management

- **Finance and Accounting** – Solid knowledge of accounting principles, budgeting, and financial management. Proven track record of leading the preparation and analysis of financial reports to summarize and forecast financial position. Strong analytical skills
- **Management and Administration** – Hands on manager with highly developed negotiation skills and experience in fostering strong relationships with business partners. Skilled in hiring, training and supervising employees. Able to work with cross-functional teams and to effectively communicate with individuals at all levels. Strong multi-tasking skills

**KEY COMPETENCIES:**

Cash management	Escrow account management	Benefits Administration
Budgeting	Auditing	Payroll & Related
Financial statements	Month-end closings	

**PROFESSIONAL EXPERIENCE:**

**SUPREME COURT OF THE STATE OF NEW YORK**

**Ninth Judicial District - Guardianship Part**

**Court Examiner**

2008 to present

Responsible for the review of annual accountings submitted by Court appointed Guardians under Mental Hygiene Law Article 81; report findings and make recommendations to the Court; liaise with Guardians and provide guidance; report non-complaint Guardians to the Court if necessary; attend court conferences and hearings as needed

**BETTER BUSINESS SOLUTIONS – White Plains, New York**

**President/Independent Consultant**

2007 to present

Provide accounting and bookkeeping services, including setup of office procedures and controls, to small businesses and individuals

**CONCEPT:CARE, INC. – White Plains, New York**

2012 -2023

**Financial Administrator**

Supervised the day-to-day financial operation of this home health care agency. Prepared statistical and cost reports; responsible for monthly closing and the preparation of journal entries; reviewed insurance policies; liaised with Social Workers to ensure receipt of prior approvals; ensured compliance with Department of Health, Department of Labor, and Department of Social Services regulations; supervised payroll, accounts payable, accounts receivable and billing functions. Supervised business closure process.

**SANDRA MILLER**

**VENABLE LLP – New York, New York (merger with Heard & O'Toole LLP) 2005-2006**

**Accounting Manager**

Oversaw the day-to-day operation of the accounting department of the New York office of this prestigious law firm of over 400 attorneys, headquartered in Baltimore, Maryland. Prepared budget and journal entries. Performed monthly variance analysis.

- Consistently met monthly billing and closing deadlines
- Provided additional training on billing process to attorneys and support staff
- Documented, implemented, and monitored appropriate internal control systems and policies

**HEARD & O'TOOLE LLP – New York, New York 2001-2005**

**Financial Manager**

Performed diverse finance, accounting, payroll, and tax preparation duties, including benefits administration, for this six-partner, boutique law firm. Prepared monthly financial reports. Managed banking relationship, and quarterly audit review by external auditor.

- Improved the accuracy and timeliness of monthly financial reporting
- Reduced external audit cost by 30%
- Resolved \$500,000 discrepancy in client's accounting
- Managed dissolution and payout of retirement plan

**EDUCATION:**

**Pace University, White Plains, New York**

M.B.A, Financial Management B.B.A, Business Administration

**OTHER EXPERIENCE:**

**Adjunct Faculty**

Monroe College, New Rochelle, New York

Department of Business, 2001

**COMPUTER SKILLS:**

Excel, Word, WordPerfect, Outlook, QuickBooks Pro, Carpe Diem



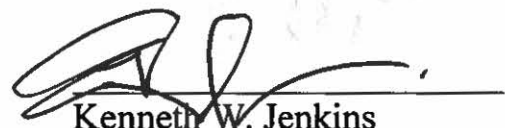


**Kenneth W. Jenkins**  
County Executive

WHEREAS, the term of Chief Joseph P. Castelli, as a member of the Westchester County Domestic Violence Council, has expired:

NOW, THEREFORE, I, Kenneth W. Jenkins, County Executive of Westchester County, in accordance with the terms and provisions of the Westchester County Charter, reappoint Chief Joseph P. Castelli, 1306 Lydia Court, Mohegan Lake,, New York as a member of the Westchester County Domestic Violence Council, for the term January 21, 2025 to December 31, 2027.

Given under my hand  
and seal this 21<sup>st</sup> day  
of January, 2025



Kenneth W. Jenkins  
County Executive

A handwritten signature in black ink, appearing to be "KWJ", is written over a horizontal line. Below the line, the name "Kenneth W. Jenkins" and the title "County Executive" are printed in a serif font. A faint, circular official seal is visible in the background behind the signature.

Office of the County Executive

Michaelian Office Building  
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White Plains, New York 10601

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Kenneth W. Jenkins  
Westchester County Executive

January 21, 2025

Chief Joseph P. Castelli  
1306 Lydia Court  
Mohegan Lake, NY 10547

Dear Chief Castelli,

It is my pleasure to reappoint you to serve as the Police Chiefs Association member of the Westchester County Domestic Violence Council effective today, Tuesday, January 21, 2025. This appointment is for a term to expire on December 31, 2027.

Your appointment 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. Please contact the Office for Women at (914) 995-5972, for the date, place, and time of the upcoming meeting for your participation.

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,

A handwritten signature in black ink, appearing to read "KWJ", with a large, stylized flourish extending from the bottom right.

Kenneth W. Jenkins  
Westchester County Executive

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

KWJ/ts

Office of the County Executive

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White Plains, New York 10601

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

# 2023

## Domestic Violence Council

<b>MEMBERS</b>	<b>1.12</b>	<b>2.9</b>	<b>3.9</b>	<b>4.13</b>	<b>5.11</b>	<b>6.8</b>	<b>9.14</b>	<b>10.12</b>	<b>11.9</b>	<b>12.14</b>
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**








**Kenneth W. Jenkins**  
County Executive

WHEREAS, the term of Dr. Bhavana Pahwa, as a member of the Westchester County Asian American Advisory Board, has expired:

NOW, THEREFORE, I, Kenneth W. Jenkins, County Executive of Westchester County, in accordance with the terms and provisions of the Westchester County Charter, reappoint Dr. Bhavana Pahwa, 10 City Place, #28F, White Plains, New York as a member of the Westchester County Asian American Advisory Board, for the term January 1, 2025 to December 31, 2026.

Given under my hand  
and seal this 1<sup>st</sup> day  
of January, 2025.



Kenneth W. Jenkins  
County Executive

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)

# Westchester County

George Latimer  
County Executive

December 10, 2024

Dr. Bhavana Pahwa  
10 City Place, #28F  
White Plains, NY 10601

Dear Dr. Pahwa,

It is my pleasure to reappoint you to serve as a member of the Westchester County Asian American 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 reappointment 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

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# Westchester County Executive Branch - Member Attendance

## Asian American Advisory Board

Member	Jan 03, 2024	Feb 01, 2024	Mar 06, 2024	Apr 12, 2024
Anjali Chen	P			
May Tang	P			
John Yun Mo Park	P			
Vincent Young	E	E	E	E
Lillian Wu	P	P	P	P
Howard Shih	P	P	E	
Tony Kollarmalil	E	E	P	P
Kasama Star	E	E	P	E
William Kaung	E	E	E	P
Dr. Bhavana Pahwa	E	E	P	
Jeanhee Chung	E	E	P	E
Dr. Diana Pan	P	P	E	
Vinay Gupta			E	
Eduardo Capulong				
Kojo Sato	P	P	P	P
Marjorie Hsu	P	P	P	P
Danish Syed	P		E	
Jin Whang		E		
Anand Singh		A		
Dr. Lincoln Pao		P		
Dr. Asma Naeem		E		
Peter Liu		E		
David Imamura		P		
May Tang			P	
Anjali Chen		P	E	

John Yun Mo Park		P	P	P
Sharleen A. Bailon		E	P	P
Dr. Nandini Anandu		P	P	P

Present:	9	10	11	8
Absent:	0	1	0	0
Excused:	0	0	0	0

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

Balance Report - 2024

May 01, 2024	TOTALS
	100.0%
	100.0%
	100.0%
P	20.0%
P	100.0%
P	60.0%
	40.0%
P	40.0%
P	40.0%
E	20.0%
P	40.0%
P	60.0%
P	20.0%
	0.0%
P	100.0%
P	100.0%
P	40.0%
	0.0%
	0.0%
	100.0%
	0.0%
	0.0%
	100.0%
P	50.0%
P	50.0%

P	100.0%
P	75.0%
P	100.0%

16      98.18%  
0      1.82%  
0      0.0%



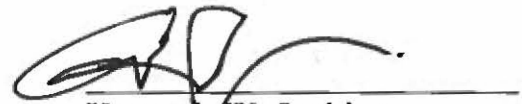


**Kenneth W. Jenkins**  
County Executive

WHEREAS, the term of Howard Shih, as a member of the Westchester County Asian American Advisory Board, has expired:

NOW, THEREFORE, I, Kenneth W. Jenkins, County Executive of Westchester County, in accordance with the terms and provisions of the Westchester County Charter, reappoint Howard Shih, 4 Ivy Ridge Court, Mount Kisco, New York as a member of the Westchester County Asian American Advisory Board, for the term March 4, 2025 to December 31, 2026.

Given under my hand  
and seal this 4<sup>th</sup> day  
of March, 2025.



Kenneth W. Jenkins  
County Executive

A handwritten signature in black ink, appearing to be "KWJ", is written over a horizontal line. Below the line, the name "Kenneth W. Jenkins" and the title "County Executive" are printed in a serif font.

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Telephone: (914)995-2900

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Kenneth W. Jenkins  
Westchester County Executive

March 4, 2025

Mr. Howard Shih  
4 Ivy Ridge Court  
Mount Kisco, NY 10549

Dear Howard,

It is my pleasure to reappoint you to serve as a member of the Westchester County Asian American Advisory Board effective today, Tuesday, March 4, 2025. This reappointment 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 reappointment 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. Please contact the Martha Lopez at (914) 995-2947, for the date, place, and time of the upcoming meeting for your participation.

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,

A handwritten signature in black ink, appearing to be "KWJ", written over a horizontal line.

Kenneth W. Jenkins  
Westchester County Executive

KWJ/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

# County Executive Kenneth W. Jenkins' Office

## Hispanic Advisory Board Meeting

PLEASE PRINT

DATE: 01 / 15 / 2025

Wednesday

	PRINT FULL NAME	PHONE NUMBER	E-MAIL ADDRESS	ORGANIZATION	VISITING	TIME IN
1	Gerlie Gwamale	914 281 4462	GGwamale21599@gmail.com	HAB Meeting		6:00
2	Juliana Alzate	(914) 218-0065	juliana.alzate01@gmail.com	HAB		
3	MARITZA FASACK	914-610-8530	MFasack47@gmail.com	Women United of Westchester		6:00
4	CESAR VIDAL	514-943-7522	cesvidal1788@hotmail.com	HAB Meeting		6:00
5	Alex Acaro	914-426-5166	acarioalex91@gmail.com	HAB Meeting		6:00
6	SERGIO SERRATO	914 824-5942	SERGIO.SERRATO@NYU.EDU	HAB MEETING		6:00
7	ADRIAN RIVERO	201-681-5819	ARIVERO@pace.edu	Pace University	Guest	6:00
8	Rebecca Tekula	917 687 7888	rtekula@pace.edu	Pace University	Guest	6pm
9	Gina Sautelniciu-Todoran	(212) 346-1026	gsautelniciu@pace.edu	Pace University	Guest	6pm
10	Lizette Taylor	203 464-1860	Lbtarguez@gmail.com	HAB		6:00
11	Linda Mochurri	917 937-6848	lindamochurri9@gmail.com	Community member HAB		6:00
12	Evelyn Alicea-Santiago	914-490-3676	latinteacher@hotmail.com	HAB		6:00
13	Garnett L. Martig	609 914	c.martig6@gmail.com	SUNY WCC HAB		6:00
14	Shirley Acevedo Buente	914-980-6359	SAB@latineu.org	Latino U College Access		6:30
15	David Duarte	914-953-5983	duarte.d@outlook.com	SBA HAB		6:10
16						
17						
18						
19						
20						



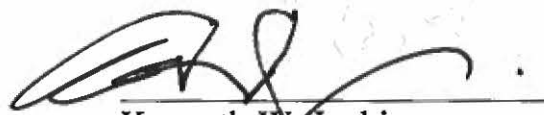


**Kenneth W. Jenkins**  
County Executive

WHEREAS, the term of Vincent S. Young, as a member of the Westchester County Asian American Advisory Board, has expired:

NOW, THEREFORE, I, Kenneth W. Jenkins, County Executive of Westchester County, in accordance with the terms and provisions of the Westchester County Charter, reappoint Vincent S. Young, 4 Havilands Lane, White Plains, New York as a member of the Westchester County Asian American Advisory Board, for the term March 4, 2025 to December 31, 2026.

Given under my hand  
and seal this 4<sup>th</sup> day  
of March, 2025.



Kenneth W. Jenkins  
County Executive

A handwritten signature in black ink, consisting of a large, stylized 'K' and 'J' followed by a horizontal line, is positioned above the printed name and title. A faint, circular official seal is visible in the background behind the signature.

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)



Kenneth W. Jenkins  
Westchester County Executive

March 4, 2025

Mr. Vincent S. Young  
4 Havilands Lane  
White Plains, NY 10605

Dear Vincent,

It is my pleasure to reappoint you to serve as a member of the Westchester County Asian American Advisory Board effective today, Tuesday, March 4, 2025. This reappointment 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 reappointment 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. Please contact the Martha Lopez at (914) 995-2947, for the date, place, and time of the upcoming meeting for your participation.

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,

A handwritten signature in black ink, appearing to be "KWJ", written over a horizontal line.

Kenneth W. Jenkins  
Westchester County Executive

KWJ/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

# County Executive Kenneth W. Jenkins' Office

## Hispanic Advisory Board Meeting

PLEASE PRINT

DATE: 01 / 15 / 2025

Wednesday

PRINT FULL NAME

PHONE NUMBER

E-MAIL ADDRESS

ORGANIZATION

VISITING

TIME IN

1	Jarlieh Gwamaka	914 281 4462	Ggwamaka121599@gmail.com	HAB		6:00
2	Juliana Alzate	(914) 218-0065	juliana.alzate01@gmail.com	HAB		
3	MARITZA FASACK	914-610-8530	MFasack48@gmail.com	Women United of Westchester		6:00
4	CESAR VIDAL	914-943-7528	cesvidal1788@hotmail.com	HAB Meeting		6:00
5	Alex Acario	914-426-5166	acarioalex91@gmail.com	HAB Meeting		6:00
6	SERGIO SERRATO	914-804-5942	SERGIO.SERRATO@NYU.EDU	HAB MEETING		6:00
7	ADRIAN RIVERO	201-681-5819	ARIVERO@pace.edu	Pace University	Guest	6:00
8	Rebecca Tekula	917-687-7888	rtekula@pace.edu	Pace University	Guest	6pm
9	Gina Scutelniciu-Todoran	(212) 346-1026	gscutelniciu@pace.edu	Pace University	Guest	6pm
10	Lizette Taylor	203-464-1860	lbtaylor2@gmail.com	HAB		6:00pm
11	Linda Mochurri	917 937-6848	lindamochurri9@gmail.com	Community member	HAB	6:00
12	Evelyn Alicia-Santay	914-498-3676	latinafrancher@hotmail.com	HAB		6:00
13	Garnet L. Matig	6pm 914	c.matig@ps6sonoma.edu	Sony WCC HAB		6:00
14	Shirley Acevedo Buente	914-980-6359	SAB@latineu.org	Latino U College Access		6:30
15	David Duarte	914-953-5983	duarte.d@outlook.com	SBA HAB		6:10
16						
17						
18						
19						
20						







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

March 19, 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 "A LOCAL LAW amending Chapter 277 of the Laws of Westchester with regard to membership requirements for the Westchester County Refuse Disposal District No. 1 Advisory Board."

The Westchester County Refuse Disposal District No. 1 Advisory Board advises and consults with the County Board and the Division of Solid Waste Management of the Department of Public Works and Transportation on matters relating to the administration and operation of County Refuse Disposal District No. 1. Presently, the Advisory Board is comprised of eighteen members, with fourteen seats designated to specific municipalities within the County, with each municipality having one designated seat. These fourteen seats are subject to a residency requirement, which mandates that the persons appointment thereto reside in their respective municipalities. However, this residency mandate has created challenges in finding candidates with the necessary qualifications to serve on the Advisory Board, especially in municipalities where experienced candidates are limited. Further, this provision has created a barrier to maintaining a roster of qualified candidates for service on the Advisory Board.

Accordingly, it is necessary to amend the existing law to allow members appointed to those fourteen seats to be employed by their respective municipalities, even if they are not residents. This amendment to the Local Law will assist in minimizing the challenges in finding and retaining qualified candidates within each municipality as many municipalities already employ highly qualified individuals with the expertise necessary to serve on the Advisory Board. Further, municipal employees have unique insight into the operations of their respective districts.

In light of the aforementioned, I respectfully urge that your Honorable Board adopt the attached Local Law.

Sincerely,

A handwritten signature in black ink, appearing to be "KWJ", written over the word "Sincerely," and the printed name "Kenneth W. Jenkins".

Kenneth W. Jenkins  
County Executive

KWJ/nn  
Enclosure



TO: HONORABLE BOARD OF LEGISLATORS  
COUNTY OF WESTCHESTER

Your Committee recommends passage of “A LOCAL LAW amending Chapter 277 of the Laws of Westchester County with regard to membership requirements for the Westchester County Refuse Disposal District No. 1 Advisory Board.”

Your Committee is aware that the Westchester County Refuse Disposal District No. 1 Advisory Board (“Advisory Board”) advises and consults with the County Board and the Division of Solid Waste Management of the Department of Public Works and Transportation on matters relating to the administration and operation of County Refuse Disposal District No. 1. Presently, the Advisory Board is comprised of eighteen members, with fourteen seats designated to specific municipalities within the County, with each municipality having one designated seat. These fourteen seats are subject to a residency requirement, which mandates that the persons appointment thereto reside in their respective municipalities.

Your Committee is informed that this residency mandate has created challenges in finding candidates with the necessary qualifications to serve on the Advisory Board, especially in municipalities where experienced candidates are limited. Further, this provision has created a barrier to maintaining a roster of qualified candidates for service on the Advisory Board.

Your Committee is advised that this amendment will expand the membership requirements for the Advisory Board by allowing members appointed to those fourteen seats to be employed by their respective municipalities, even if they are not residents. Your Committee believes that amending this Local Law will assist in minimizing the challenges in finding and retaining qualified candidates within each municipality as many municipalities already employ highly qualified individuals with the

expertise necessary to serve on the Advisory Board and municipal employees have unique insight into the operations of their respective districts.

Your Committee is informed that the proposed project does not meet the definition of an action under New York State Environmental Quality Review Act (“SEQRA”) and its implementing regulations 6 NYCRR Part 617. Please refer to the memorandum from the Department of Planning, dated January 14, 2025, which is on file with the Clerk of the Board of Legislators. Your Committee concurs in this conclusion.

Your Committee, after careful consideration, recommends adoption of this Local Law.

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

COMMITTEE ON

**RESOLUTION NO. \_\_\_\_ – 2025**

RESOLVED, that this Board hold a public hearing pursuant to Section 209.141(4) of the Laws of Westchester County on Local Law Intro. No. \_\_\_\_ - 2025, entitled “A LOCAL LAW amending Chapter 277 of the Laws of Westchester County with regard to membership requirements for the Westchester County Refuse Disposal District No. 1 Advisory Board.” The public hearing will be held at \_\_\_\_m. on the \_\_\_\_ day of \_\_\_\_\_, 2025 in the Chambers of the Board of Legislators, 8th Floor, Michaelian Office Building, White Plains, New York. The Clerk of the Board shall cause notice of the time and date of such hearing to be published at least once in one or more newspapers published in the County of Westchester and selected by the Clerk of the Board for that purpose in the manner and time required by law.

LOCAL LAW INTRO. NO. - 2025

A LOCAL LAW amending Chapter 277 of the Laws of Westchester County with regard to membership requirements for the Westchester County Refuse Disposal District No. 1 Advisory Board.

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

Section 1. Section 277.321 of the Laws of Westchester County is hereby amended to read as follows:

**Sec. 277.321. Board established.**

1. There shall be a Westchester County Refuse Disposal District No. 1 Advisory Board which shall consist of 18 members. 14 members shall be appointed by the County Executive with the approval of the County Board and such appointments shall be made so that six members shall reside in or be employed by cities, one in each of the six cities in the district, five members shall reside in or be employed by towns, one in each of five different towns in the district, and three members shall reside in or be employed by villages, one in each of three different villages in the district. For the purposes of this section a town/village shall be deemed a town. The Chairman of the County Board shall serve as an ex officio member or may designate another legislator to serve as an ex officio member in the place and stead of the Chairman. The Commissioner of Health, the Commissioner of Public Works and Transportation and the Budget Director shall each designate a person employed in their respective departments at the level of Assistant Commissioner, Deputy Commissioner or equivalent to serve as an ex officio member of the board. Each appointed member of the board shall reside in the district

at the time of appointment and throughout their tenure on the board.

Section 2. Section 277.331 of the Laws of Westchester County is hereby amended to read as follows:

**Sec. 277.331. Terms.**

1. A member of the board, other than an ex officio member, shall serve for a term of two years. An ex officio member shall remain a member of the board for so long as such member either holds the office by virtue of which such member serves on the board or retains any required designation as provided in section 277.321. Each appointed member shall serve for the term for which the member was appointed and until a successor shall have been appointed and qualified unless the member shall sooner resign, cease to be a resident of the district, cease to be employed by a municipality within the district, or be removed in the manner provided by law. Vacancies occurring otherwise than by expiration of term shall be filled in the same manner as original appointments and, in the case of a member other than an ex officio member, for the balance of the unexpired term.

Section 3. This Local Law shall take effect immediately.



Kenneth W. Jenkins  
County Executive

March 28, 2025

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

Dear Honorable Members of the Board of Legislators:

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

Transmitted herewith for your review and approval is legislation which would authorize the County to enter into an intermunicipal agreement ("IMA") with the City of Mount Vernon ("Mount Vernon") in order to reimburse Mount Vernon an amount not to exceed \$295,443.00 in 2023 and an amount not to exceed \$301,352.00 in 2024, for a total not to exceed amount of \$596,795.00. This IMA will allow the County to reimburse Mount Vernon for the costs incurred by Mount Vernon to transport prisoners who have been arraigned to and from Mount Vernon and the Westchester County Jail.

The County will reimburse Mount Vernon for round trip prisoner transportation for the term January 1, 2023 through December 31, 2024, at the following rates: in 2023: \$230.73 per round trip with two police officers; \$346.10 per round trip with three police officers. In 2024, Mount Vernon will be reimbursed as follows: \$237.65 per round trip with two police officers; \$356.49 per round trip with three police officers. Mount Vernon will also be reimbursed for vehicle usage at the rate of sixty-seven cents (\$.67) per mile, or at the then current Internal Revenue Service mileage rate multiplied by the mileage to and from the Westchester County Jail which is agreed to be 16 miles each way. The County will also reimburse Mount Vernon for the actual and reasonable cost of meals provided to post-arraignment prisoners.

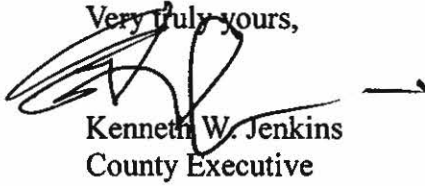
Office of the County Executive  
Michaelian Office Building  
148 Martine Avenue  
White Plains, New York 10601

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



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

Very truly yours,

A handwritten signature in black ink, appearing to read "KW Jenkins", followed by a horizontal line.

Kenneth W. Jenkins  
County Executive

KJ/mb  
Att.

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

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

Your Committee is in receipt of a communication from the County Executive recommending approval of an Act, which, if adopted, would authorize the County to enter into an intermunicipal agreement ("IMA") with the City of Mount Vernon ("Mount Vernon") for the term commencing retroactively to January 1, 2023 and extending through December 31, 2024 in order to reimburse Mount Vernon in an amount not to exceed \$295,443.00 in 2023, and \$301,352.00 in 2024, for a total amount not to exceed \$596,795.00. This IMA will allow the County to reimburse Mount Vernon for the costs incurred by Mount Vernon to transport prisoners who have been arraigned to and from Mount Vernon and the Westchester County Jail.

The County will reimburse Mount Vernon for round trip prisoner transportation for the term January 1, 2023 through December 31, 2024, at the following rates: in 2023: \$230.73 per round trip with two police officers; \$346.10 per round trip with three police officers. In 2024, Mount Vernon will be reimbursed as follows: \$237.65 per round trip with two police officers; \$356.49 per round trip with three police



officers. Mount Vernon will also be reimbursed for vehicle usage at the rate of sixty-seven cents (\$.67) per mile, or at the then current Internal Revenue Service mileage rate multiplied by the mileage to and from the Westchester County Jail which is agreed to be 16 miles each way. The County will also reimburse Mount Vernon for the actual and reasonable cost of meals provided to post-arraignment prisoners.

The Department of Planning has advised that the proposed IMA does not meet the definition of an “action” under the 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 14, 2025, which is on file with the Clerk of the Board of Legislators. Therefore, no environmental review is required. Your Committee concurs with this recommendation.

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

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

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

**COMMITTEE ON:**

c/mb/3.17.25

## FISCAL IMPACT STATEMENT

**SUBJECT:      Pris. Trans. Mt Vernon 2023-2024**

☐ NO FISCAL IMPACT PROJECTED

### OPERATING BUDGET IMPACT

**To Be Completed by Submitting Department and Reviewed by Budget**

**SECTION A - FUND**

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

## AIRPORT FUND

**SPECIAL DISTRICTS FUND**

## SECTION B - EXPENSES AND REVENUES

<b>Total Current Year Expense</b>	<b>\$</b>	<b>295,443</b>
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**Total Current Year Revenue**

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

☐ Additional Appropriations ☐ Other (explain)

**Identify Accounts:** 35-1000-1000-4445

[illegible]

**Describe:** 2024-\$301,352( to reimburse city of Mount Vernon for transporting prisoners).

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: William Fallon

**Title:** Director of Administrative services

**Department:** Correction

**Date:** March 25, 2025

Reviewed By:

**Budget Director**

Date: 3/27/25

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

**AN ACT** authorizing the County of Westchester to enter into an Intermunicipal Agreement with the City of Mount Vernon in order to provide reimbursement for prisoner transportation to the Westchester County Jail within the period from January 1, 2023 through December 31, 2024, for a total amount not to exceed \$596,795.00.

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

**Section 1.** The County of Westchester (the “County”) be and hereby is authorized to enter into an Intermunicipal Agreement (“IMA”) with the City of Mount Vernon (“Mount Vernon”) in order to reimburse Mount Vernon for the cost to transport prisoners round trip between Mount Vernon City Court and the Westchester County Jail located at Valhalla, New York, in the not to exceed amount of \$295,443.00 in 2023 and \$301,352.00 in 2024 for a total aggregate amount not to exceed \$596,795.00 for the term retroactive to January 1, 2023 and extending through December 31, 2024.

**§2.** The County will reimburse Mount Vernon for prisoner transportation for the term January 1, 2023 through December 31, 2023 at the following rates: \$230.73 per round trip with two police officers; \$346.10 per round trip with three police officers. The County will reimburse Mount Vernon for prisoner transportation for the term January 1, 2024 through December 31, 2024 at the following rates: \$237.65 per round trip with two police officers; \$356.49 per round trip with three police officers. Mount Vernon will also be reimbursed for vehicle usage between the City Court of Mount Vernon and the Westchester County Jail, which is agreed to be sixteen (16) miles each way, at the rate of sixty-seven (\$.67) cents, or at the then current Internal Revenue Service mileage rate for

the term of the IMA. Mount Vernon will also be reimbursed for the actual and reasonable costs of meals provided to post-arraignment prisoners.

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

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

**PRISONER TRANSPORTATION—MOUNT VERNON**

**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

**THE CITY OF MOUNT VERNON**, a municipality of the State of New York having its office and place of business at City Hall, Roosevelt Square, Mount Vernon, New York 10550

(hereinafter referred to as the “Municipality”)

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

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

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

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

required to appear before the local Court within the Municipality. The County will reimburse the Municipality for the actual number of round trips. The Municipality, where possible, shall hold prisoners for one daily trip to the Westchester County Jail.

2. **PAYMENT TERMS**: The Municipality shall be reimbursed by the County for prisoner transportation services at the following rates:

2023 - \$230.73 per round trip with two police officers; \$346.10 per round trip with three police officers.

2024 - \$237.65 per round trip with two police officers; \$356.49 per round trip with three police officers.

The Municipality shall also be reimbursed for vehicle usage between the City Court of Mount Vernon and the Westchester County Jail, which is deemed to be sixteen (16) miles each way, at the rate of sixty-seven cents (\$.67) per mile, or at the then current Internal Revenue Service mileage reimbursement rate for the term hereof.

The annual cost of this Agreement in 2023 shall not exceed \$295,443.00, and in 2024 shall not exceed \$301,352.00, for a total aggregate cost to the County pursuant to this Agreement which shall not exceed \$596,795.00.

Requests for reimbursement shall be submitted by the Municipality on a monthly basis on properly executed County claim forms and paid after approval by the Commissioner of the Department. The number of round trips made, prisoners transported and dates should be listed on the claim forms submitted to the Department. Reimbursement request shall be subject to audit by the County, and the Municipality shall keep and make available to the County such detailed books and records as are reasonably necessary to substantiate the basis for reimbursement. The Municipality shall not be entitled to reimbursement for any prisoner transportation expense not specifically provided for herein.

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

3. **MEALS**: The County shall reimburse the Municipality for meals provided to post-arraignment prisoners for the actual and reasonable costs incurred and receipts submitted as part of the Municipality's monthly voucher submitted to the Department.

4. **TERM**: This Agreement shall commence retroactively on January 1, 2023 and shall expire on December 31, 2024. The County may, upon thirty (30) days written notice to the Municipality, terminate this Agreement in whole or in part when it deems it to be in its best interest. In such event, the Municipality shall be compensated and the County shall be liable only for payment for services rendered prior to the effective date of termination.

5. **INSURANCE AND INDEMNIFICATION**: All personnel and vehicles engaged in prisoner transportation duties shall at all times remain and be deemed the employees and property of the Municipality. In addition to, and not in limitation of the insurance provisions contained in Schedule "A" of this Agreement, the Municipality agrees to indemnify, defend and hold the County, its officers, employees and agents harmless from and against any and all liability, loss, damage or expense the County may suffer as a result of any and all claims, demands, causes of action or judgments arising directly or indirectly out of the transportation of prisoners for which reimbursement is sought hereunder for losses arising out of the negligent acts or omissions of the Municipality, its agents or employees.

6. **ENTIRE AGREEMENT**: This Agreement constitutes the entire and integrated agreement between and among the parties hereto and supersedes any and all prior negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

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

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

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



**IN WITNESS WHEREOF**, the County and the Municipality have executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

THE COUNTY OF WESTCHESTER

THE CITY OF MOUNT VERNON

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

Joseph K. Spano  
Commissioner of Correction

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

Mayor

Approved by the Westchester County Board of Legislators by Act No. 20\_\_ -  
\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Approved by the City Council of the City of Mount Vernon on the \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_.

Approved by the Board of Estimate and Contract of the City of Mount Vernon on the \_\_\_\_ day of  
\_\_\_\_\_, 20\_\_.

Approved

Approved as to form and  
manner of execution:

\_\_\_\_\_  
Assistant County Attorney  
The County of Westchester  
K/MB/DCR/CON126925/Mt. Vernon. 2023-24 Agmt.

\_\_\_\_\_  
Corporation Counsel

**MUNICIPALITY'S ACKNOWLEDGEMENT**

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me personally came  
\_\_\_\_\_, to me known, and known to me to be 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, the said \_\_\_\_\_ resides at  
\_\_\_\_\_  
and that he is \_\_\_\_\_ of said municipal corporation.

\_\_\_\_\_  
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 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, that said  
(Title of such person),  
agreement was duly signed for on behalf of said Municipality by authority of its thereunto  
\_\_\_\_\_  
(Town Board, Village Board, City Council)  
duly authorized, and that such authority is in full force and effect at the date hereof.

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

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me personally came \_\_\_\_\_  
\_\_\_\_\_ whose signature appears above, to me known, and know to be the  
\_\_\_\_\_ of \_\_\_\_\_,  
(title)  
the municipal corporation described in and which executed the above certificate, who being by me duly  
sworn did depose and say that he, the said \_\_\_\_\_  
resides at \_\_\_\_\_, and that he is the \_\_\_\_\_  
\_\_\_\_\_ of said municipal corporation.  
(title)

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

**SCHEDULE "A"**  
**STANDARD INSURANCE PROVISIONS**  
**(Municipality - LEO)**

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

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

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

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

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

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

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

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

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

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

- b) Commercial General Liability Insurance with a combined single limit of \$5,000,000 (c.s.l) per occurrence limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:
  - i. Premises - Operations.
  - ii. Broad Form Contractual.
  - iii. Independent Contractor and Sub-Contractor.
  - iv. Products and Completed Operations.
- c) Commercial Umbrella/Excess Insurance: This policy can be utilized to supplement the General Liability policy so as to yield a minimum total combined single limit of \$5,000,000 each Occurrence and Aggregate naming the "County of Westchester" as additional insured, written on a "follow the form" basis.

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

- d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$5,000,000 for bodily injury and property damage unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage (and can be provided within a Law Enforcement Liability or offered as a stand-alone policy) the following coverages and name the "County of Westchester" as additional insured:
  - (i) Owned automobiles.
  - (ii) Hired automobiles.
  - (iii) Non-owned automobiles.

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

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

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

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

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

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



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

March 28, 2025

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

Dear Members of the Board of Legislators:

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 "NYS Commissioner") to establish the Westchester County Agricultural District No. 1 (the "District") and designate a review period every eight (8) years. The NYS 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. First is to publish a notice that a review is underway, second is to direct the Westchester County Agricultural and Farmland Protection Board ("AFPB") to prepare a report and recommendations, and third is to schedule a public hearing. The first two steps were previously authorized by your Honorable Board by Resolution 2025-13. The third step, the scheduling of the public hearing, was previously authorized by your Honorable Board by Resolution 2025-61 and the public hearing was duly held on March 24, 2025.

Your Honorable Board is in receipt of the AFBP report and recommendations that the District be recertified in accordance with certain modifications as described in the report and recommendations. Such modifications include the addition of six (6) parcels of land totaling approximately fifty-four and eight tenths ( $\pm 54.8$ ) acres and the re-inclusion of the Towns of New Castle, North Castle, Ossining and Pound Ridge as eligible municipalities.

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

Telephone: (914) 995-2900    e-mail: [ceo@westchestercountyny.gov](mailto:ceo@westchestercountyny.gov)

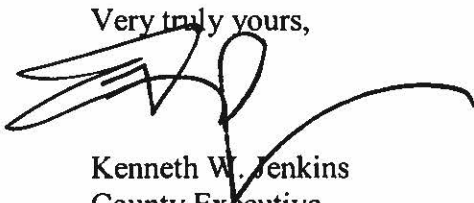


Accordingly, transmitted herewith for your consideration is a Resolution, which if adopted, would authorize your Honorable Board to make the finding recommending to the NYS Commissioner that the District be recertified in accordance with the proposed modifications identified in the AFPB report and recommendations.

If your Honorable Board finds that the District should be recommended for recertification, then a certified copy of the adopted Resolution, and AFPB report and recommendations, must be sent to the NYS Commissioner.

Based upon the foregoing, I recommend the adoption of the attached Resolution.

Very truly yours,

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

Kenneth W. Jenkins  
County Executive

KWJ/BL/mcz



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

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 “NYS Commissioner”) to establish the Westchester County Agricultural District No. 1 (the “District”) and designate a review period every eight (8) years. The NYS 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 has 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. First is to publish a notice that a review is underway, second is to direct the Westchester County Agricultural and Farmland Protection Board (“AFPB”) to prepare a report and recommendations, and third is to schedule a public hearing. The first two steps were previously authorized by your Honorable Board by Resolution 2025-13. The third step, the scheduling of the public hearing, was previously authorized by your Honorable Board by Resolution 2025-61 and the public hearing was duly held on March 24, 2025.

Your Honorable Board is in receipt of the AFBP report and recommendations that the District be recertified in accordance with certain modifications as described in the report and recommendations. Such modifications include the addition of six (6) parcels of land totaling approximately fifty-four and eight tenths ( $\pm 54.8$ ) acres and the re-inclusion of the Towns of New Castle, North Castle, Ossining and Pound Ridge as eligible municipalities.

Accordingly, transmitted herewith for your consideration is a Resolution, which if adopted, would authorize your Honorable Board to make the finding recommending to the NYS

Commissioner that the District be recertified in accordance with the proposed modifications identified in the AFPB report and recommendations.

If your Honorable Board finds that the District should be recertified, then a certified copy of the adopted Resolution, along with the AFPB report and recommendations, must be sent to the NYS Commissioner.

The Department of Planning has advised that, based on its review, the proposed Resolution finding that the District should be recertified in accordance with the proposed modifications, has been classified as an “Unlisted action” under the State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617 (“SEQRA”). A Resolution, and proposed Negative Declaration, along with a Short Environmental Assessment Form, prepared by the Planning Department, are attached to assist your Honorable Board in complying with SEQRA. Upon review, your Committee concludes that the proposed action will not have any significant adverse impact on the environment and recommends the adoption of the Resolution adopting the Negative Declaration.

Based upon the foregoing, your Committee recommends the adoption of the attached Resolution in order for the County to adopt the AFPB report and recommendations.

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

**COMMITTEE ON**

c: mcz 3.28.25

# 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. A report will be provided to the BOL for recommendation to New York State.

Prepared by: Matthew Castro

Title: Principal Environmental Planner

Department: Department of Planning


Date: March 26, 2025

Reviewed By: 

Budget Director

Date: 3/27/25

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

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

DATE: March 27, 2025

SUBJECT: **SEQR DOCUMENTATION FOR 2025 RECERTIFICATION OF THE  
WESTCHESTER COUNTY AGRICULTURAL DISTRICT WITH  
MODIFICATIONS**

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

This project has been classified as an Unlisted action pursuant to the State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617 (SEQR). A Short Environmental Assessment Form has been prepared for the action for consideration by the Board of Legislators.

Please contact my office if you require any additional information regarding these documents.

DSK/oav  
Att.

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

**RESOLUTION NO. \_\_\_\_-2025**

**WHEREAS**, there is pending before this Honorable Board a Resolution to authorize the County of Westchester to make the finding that the Westchester County Agricultural District No. 1 (“District”) be recertified in accordance with the proposed modifications identified in the report of the Westchester County Agricultural and Farmland Protection Board. Such modifications include the addition of six (6) parcels of land totaling approximately fifty-four and eight tenths (±54.8) acres and the re-inclusion of the Towns of New Castle, North Castle, Ossining and Pound Ridge as eligible municipalities (“District Recertification”); and

**WHEREAS**, this Honorable Board has determined that the proposed District Recertification 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 District Recertification is classified as an “Unlisted action,” which requires this Honorable Board to make a determination as to whether the proposed action will have a significant impact on the environment; and

**WHEREAS**, the County of Westchester is conducting 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 (“EAF”) has been prepared to assist this Honorable Board in its environmental assessment of this proposed action; and

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

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

**RESOLVED**, that based upon the Honorable Board's review of the EAF and for the reasons set forth therein, this Board finds that there will be no significant adverse impact on the environment from the District Recertification; and be it further

**RESOLVED**, that the Clerk of the Board of Legislators is authorized and directed to sign the "Determination of Significance" in the EAF, which is attached hereto and made a part hereof, as the "Responsible Officer in Lead Agency"; to issue this "Negative Declaration" on behalf of this Board in satisfaction of 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 6 NYCRR Part 617; and be it further

**RESOLVED**, that the Resolution shall take effect immediately.

# Short Environmental Assessment Form

## Part 1 - Project Information

### Instructions for Completing

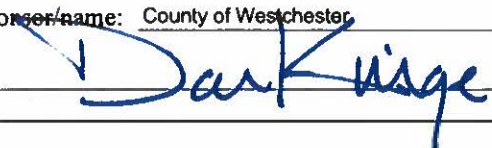
**Part 1 – Project Information.** The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. 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: Recertification of Westchester County Agricultural District No.1							
Project Location (describe, and attach a location map): See attached list and map							
Brief Description of Proposed Action: The Westchester County Agricultural District was created in 2001 and must be recertified every eight years pursuant to New York State Agricultural Districts Law. As such, the Westchester County Agricultural District was recertified in 2011 and 2017 directed by the procedures provided in the aforementioned law. The proposed action by the Westchester Board of Legislators is to recommend continuation of the district with modifications to add certain parcels as described in the attachment to this EAF and as recommended by the Westchester County Agriculture and Farmland Protection Board to the Board of Legislators.							
Name of Applicant or Sponsor: Westchester County Board of Legislators, c/o Sunday Vanderberg, Clerk and CAO		Telephone: 914-995-4604 E-Mail: mav5@westchestergov.com					
Address: 800 Michaelian Office Building, 148 Martine Avenue, 8th Floor							
City/PO: White Plains		State: NY	Zip Code: 10601				
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">NO</td> <td style="text-align: center;">YES</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> </table>	NO	YES	<input type="checkbox"/>	<input checked="" type="checkbox"/>
NO	YES						
<input type="checkbox"/>	<input checked="" type="checkbox"/>						
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">NO</td> <td style="text-align: center;">YES</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	NO	YES	<input type="checkbox"/>	<input type="checkbox"/>
NO	YES						
<input type="checkbox"/>	<input type="checkbox"/>						
3.   a. Total acreage of the site of the proposed action? _____ acres b. Total acreage to be physically disturbed? _____ acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres							
4. Check all land uses that occur on, are adjoining or near the proposed action: 5. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input 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 type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO <input type="checkbox"/>	YES <input type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO <input type="checkbox"/>	YES <input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO <input type="checkbox"/>	YES <input type="checkbox"/>	
b. Are public transportation services available at or near the site of the proposed action?	<input type="checkbox"/>	<input type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	<input type="checkbox"/>	<input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	NO <input type="checkbox"/>	YES <input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ _____	NO <input type="checkbox"/>	YES <input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ _____	NO <input type="checkbox"/>	YES <input type="checkbox"/>	
12. a. Does the 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 <input type="checkbox"/>	YES <input type="checkbox"/>	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO <input type="checkbox"/>	YES <input type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	<input type="checkbox"/>	<input type="checkbox"/>	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____			



<b>14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:</b> <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input type="checkbox"/> Suburban		
<b>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?</b>	NO <input type="checkbox"/>	YES <input type="checkbox"/>
<b>16. Is the project site located in the 100-year flood plan?</b>	NO <input type="checkbox"/>	YES <input type="checkbox"/>
<b>17. Will the proposed action create storm water discharge, either from point or non-point sources?</b> If Yes, <div style="margin-left: 20px;">           a. Will storm water discharges flow to adjacent properties?           <div style="margin-left: 20px;">             b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?           </div> </div> If Yes, briefly describe: <div style="border-bottom: 1px solid black; height: 20px; margin-top: 5px;"></div> <div style="border-bottom: 1px solid black; height: 20px; margin-top: 5px;"></div>	NO <input type="checkbox"/>	YES <input type="checkbox"/>
<b>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)?</b> If Yes, explain the purpose and size of the impoundment: <div style="border-bottom: 1px solid black; height: 20px; margin-top: 5px;"></div> <div style="border-bottom: 1px solid black; height: 20px; margin-top: 5px;"></div>	NO <input type="checkbox"/>	YES <input type="checkbox"/>
<b>19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?</b> If Yes, describe: <div style="border-bottom: 1px solid black; height: 20px; margin-top: 5px;"></div> <div style="border-bottom: 1px solid black; height: 20px; margin-top: 5px;"></div>	NO <input type="checkbox"/>	YES <input type="checkbox"/>
<b>20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?</b> If Yes, describe: <div style="border-bottom: 1px solid black; height: 20px; margin-top: 5px;"></div> <div style="border-bottom: 1px solid black; height: 20px; margin-top: 5px;"></div>	NO <input type="checkbox"/>	YES <input type="checkbox"/>
<b>I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b>  Applicant/sponsor/name: <u>County of Westchester</u> Date: <u>March 27, 2025</u>  Signature: <u></u> Title: <u>Assistant Commissioner, Dept. of Planning</u>		

***Short Environmental Assessment Form***  
***Part 2 - Impact Assessment***

**Part 2 is to be completed by the Lead Agency.**

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

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

### Short Environmental Assessment Form

#### Part 3 Determination of Significance

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

See attached addendum.

Refer to the Westchester County Agriculture and Farmland Protection Board  
"Agricultural District Eight-Year Review Report" for more detail and a list of farms.

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

Westchester County Board of Legislators

Name of Lead Agency

Sunday Vanderburg

Print or Type Name of Responsible Officer in Lead Agency

Signature of Responsible Officer in Lead Agency

Date

Clerk and Chief Administrative Officer

Title of Responsible Officer

Signature of Preparer (if different from Responsible Officer)

Assistant Commissioner, Department of Planning

PRINT FORM

## STATE ENVIRONMENTAL QUALITY REVIEW

### ADDENDUM TO EAF

The Proposed Action is the recommendation by the Westchester County Board of Legislators to the New York State Commissioner of Agriculture concerning the recertification of the Westchester County Agricultural District, as provided for under Section 303-a of Article 25-AA of New York State Agriculture and Markets Law. Continuation or modification, including the addition of parcels of land within an agricultural district does not, in and of itself, supersede or modify existing land use ordinances or regulations. Consequently, the proposed action will not result in the physical alteration of the environment or otherwise have a negative impact on the environment. Rather, the continuation and modification of an existing agricultural district promotes the preservation of viable agricultural land and has other environmental benefits as described below.

The New York State Department of Agriculture and Markets has determined that modifications to an agricultural district are an Unlisted action with respect to SEQR. The County Board of Legislators is conducting uncoordinated review as permitted for Unlisted actions.

The Westchester County Agriculture and Farmland Protection Board (AFPB) reviewed the Westchester County Agricultural District, including the following items enumerated in Section 303-a.2.b. of Agricultural Districts Law:

- (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.

The AFBP, in its report, recommended continuation and modification of the district with the following modifications:

- (1) reinstatement of the towns of Ossining, New Castle, North Castle, and Pound Ridge as eligible municipalities for the purposes of including additional land within the district, subject to the provisions of Agriculture and Markets Law and the procedures determined by the Westchester County Board of Legislators.
- (2) Inclusion of the following parcels of land within the agricultural district;

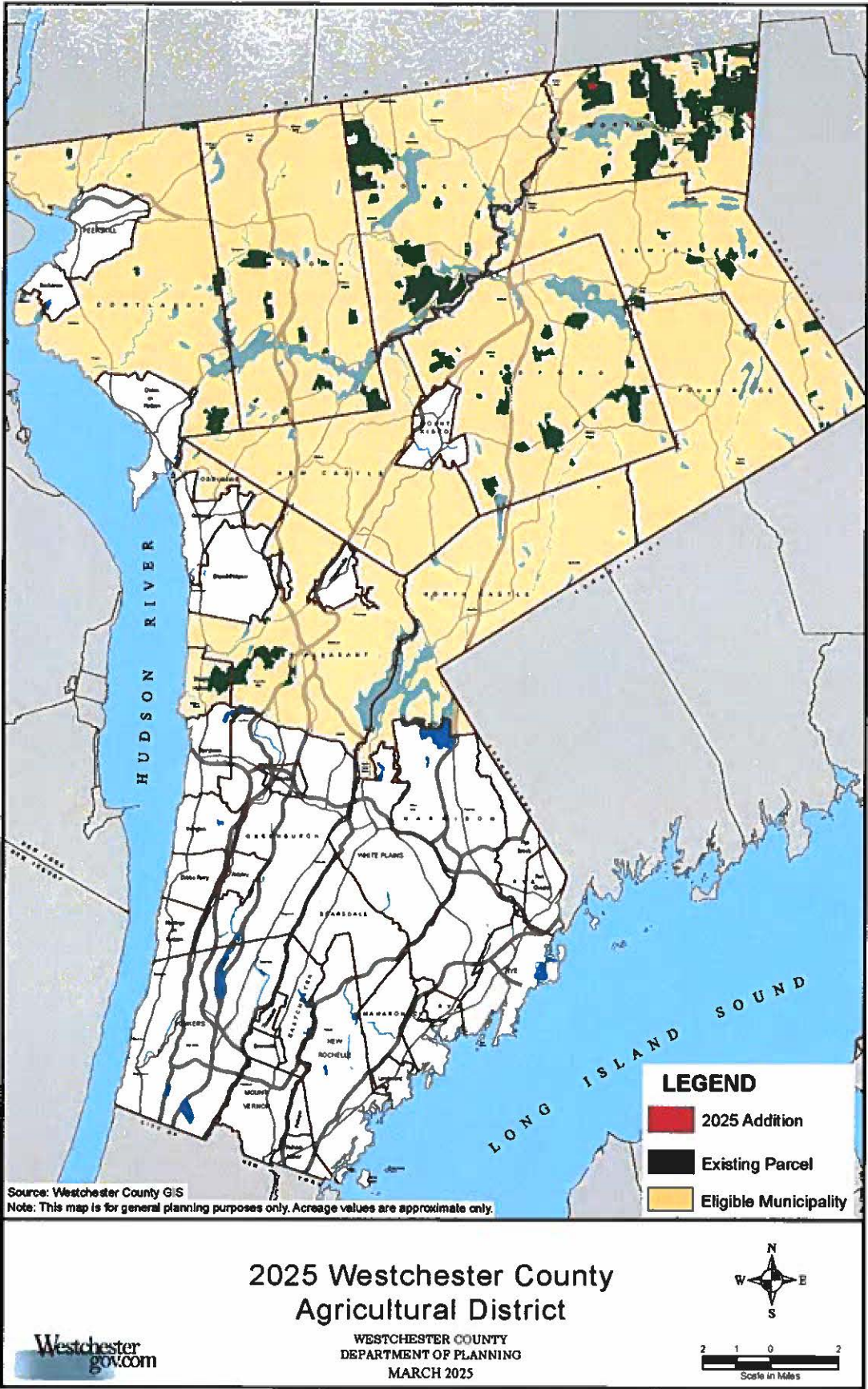
App #	Farm Name	SBL	Acres	Street Address	Municipality
2025-01	Turn and Bolt Farm	27.-1765-9	18.5	100-126 Wallace Rd	North Salem
2025-02	Clear Vision Farm	3.-1735-34	17.9	110 Hardscrabble Road	North Salem
2025-02	Clear Vision Farm	5.-1746-2	6.0	201 June Road	North Salem
2025-02	Clear Vision Farm	5.-1746-1	2.7	207 June Road	North Salem
2025-02	Clear Vision Farm	5-1746-3	2.7	6 Starr Ridge Road	North Salem
2025-02	Clear Vision Farm	5.-1746-12	7.0	12 Starr Ridge Road	North Salem

Agricultural land and the agricultural industry in Westchester County continue to be under considerable pressure to convert to other land uses, typically residential subdivision. Agricultural land contributes significantly to the quality of life in Westchester County by providing open space, links to cultural history, vegetative and wildlife habitat, and a local source of fresh food. The protection and enhancement of agricultural land is in furtherance of the County's goals, as Inclusion of Additional Parcels within the Westchester County Agricultural District described in the County Planning Board's long-range planning document, *Patterns for Westchester: the Land and the People*, and the County Agriculture and Farmland Protection Plan to protect natural and cultural resources, preserve open space and community character and reduce environmental impacts associated with development, and particularly single family residential development. The Westchester County Board of Legislators created the Agriculture and Farmland Protection Board and the Westchester County Agricultural District to protect agricultural land and enhance the agricultural industry in furtherance of these goals. New York State Agriculture and Markets Law requires that counties that have a certified agricultural district conduct an annual review of applications received for the inclusion of additional parcels of land within the agricultural district and submit recommendations, if warranted, to the New York State Commissioner of Agriculture. Annual reviews of applications to include land within the district will continue once the district is recertified by the New York State Commissioner of Agriculture and Markets.

Inclusion of additional agricultural parcels within the Agricultural District does not have a physical impact on the environment. Inclusion of land within the agricultural district furthers the goals and objectives of the County to:

- Preserve and protect the county's natural resources, including the drinking water supply;
- Assure a diverse and interconnected system of open space, supporting a variety of flora and fauna and providing contrast in the texture of the landscape;
- Enhance a broad economic base and economic opportunity within the county; and
- Protect the county's educational, cultural, historic and aesthetic resources for future generations.





**RESOLUTION NO.     – 2025**

**WHEREAS**, by Resolution No. 223-2000, the County submitted a proposal to the New York State Commissioner of Agriculture and Markets (the “NYS Commissioner”) to establish the Westchester County Agricultural District No. 1 (the “District”) and designate a review period every eight (8) years. The NYS 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; and

**WHEREAS**, pursuant to Section 303-a of the New York State Agriculture and Markets Law, certain enumerated actions must be taken in order to recertify the District. First is to publish a notice that a review is underway, second is to direct the Westchester County Agricultural and Farmland Protection Board (“AFPB”) to prepare a report and recommendations, and third is to schedule a public hearing. The first two steps were previously authorized by your Honorable Board by Resolution 2025-13. The third step, the scheduling of the public hearing, was previously authorized by your Honorable Board by Resolution 2025-61; and

**WHEREAS**, Section 303-a of the New York State Agriculture and Markets Law requires that the Board take certain additional, enumerated actions in relation to the recertification of the District; and

**WHEREAS**, this Board has reviewed the report and recommendations prepared by the Westchester County Agricultural and Farmland Protection Board (“AFPB”) and has given due consideration to the proposals and statements made during the course of the public comment period and the public hearing, which was duly held on March 24, 2025.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Westchester County Board of Legislators finds that the District should be modified for the reasons set forth in the AFPB report and recommendations and that the modifications included therein are appropriate; and be it further

**RESOLVED**, that the Board adopts the evaluation, purposes, goals, and modifications set forth in the AFPB report and recommendations, with due consideration to the proposals and statements made during the public comment period and the public hearing; and be it further

**RESOLVED**, that the Clerk of the Board is hereby authorized and directed to forward to the NYS Commissioner (i) certified copies of this Resolution; (ii) a description of the District, including a map delineating the exterior boundaries of the District which shall conform to tax parcel boundaries; (iii) the tax map identification numbers for every parcel in the District; (iv) a copy of the AFPB report and recommendations; and (v) a copy of the testimony given at the public hearing.

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



**Kenneth W. Jenkins**  
County Executive

Office of the County Attorney

John M. Nonna  
County Attorney

April 1, 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 "AN ACT authorizing a funding pool for the payment of invoices for Special District Attorneys appointed pursuant to New York State County Law Section 701."

Since the Hon. Susan Cacace has taken office as Westchester County District Attorney, her office has been required to recuse itself in a number of cases, due to conflicts that have arisen from her time as a Westchester County Court Judge. To date, 75 cases have required the appointment of Special District Attorneys pursuant to New York State County Law ("NY County Law") Section 701. Of those 75 cases, 25 have been assigned to other District Attorney Offices, and 50 to private practitioners. As additional conflicts arise, additional Special District Attorneys are expected to be appointed.

Under Section 701, after notice and an opportunity to be heard, your Honorable Board is required to authorize payment of fees and disbursements for Special District Attorneys as certified by the appropriate court. In order to expedite processing of invoices in these cases, the proposed Act creates a funding pool of \$1,500,000.00 for payment of invoices for Special District Attorneys who are not a part of another District Attorney's Office in the State of New York, to be paid at a rate of \$400.00 per hour, plus reasonable and necessary disbursements and costs.

Under the proposed Act, my office will be tasked with reviewing invoices, determining if the County should avail itself of the opportunity to be heard under Section 701, and ensuring that invoices are appropriately certified by the courts. Once that is done, the invoices will be able to be submitted to the Commissioner of Finance for payment.

I would note that this Act is limited to the payment of private Special District Attorneys arising from the conflicts resulting from District Attorney Cacace's time as a Westchester County Court Judge. If a Special District Attorney is required to be appointed for some other reason (such as a conflict stemming from the District Attorney's Office itself), then separate payment authorization would be required. Similarly, if another District Attorney's Office seeks compensation under NY County Law Section 701, separate payment authorization would be required. I would note that if another District

Michaelian Office Building  
148 Martine Avenue, 6<sup>th</sup> Floor  
White Plains, New York 10601

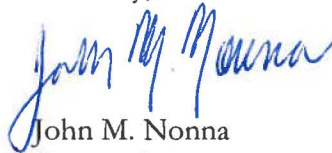
Telephone: (914)995-2660 Website: westchestergov.com

Attorney's Office seeks compensation (which is not required), that compensation is limited to the actual compensation paid by that office. NY County Law § 701(5).

Additionally, under the Act, my office will provide quarterly reports to your Honorable Board identifying the attorneys to which cases have been assigned, the number cases assigned to each attorney, and the total amounts paid to each attorney under this pool.

In consultation with the Court, we believe that this is the most efficient manner to process these mandatory payments. As such, I respectfully request that this Honorable Board adopt the proposed legislation.

Sincerely,



John M. Nonna  
County Attorney

TO: HONORABLE BOARD OF LEGISLATORS  
COUNTY OF WESTCHESTER

The Committee is in receipt of “AN ACT” authorizing a funding pool for the payment of invoices for Special District Attorneys appointed pursuant to New York State County Law Section 701.”

Your Committee is informed that a number of Special District Attorneys have been, and will continue to be, appointed pursuant to New York State County Law (“NY County Law”) Section 701 due to conflicts that have arisen from District Attorney Cacace’s time as a Westchester County Court Judge. Annexed to the proposed Act is a table containing the names of those Special District Attorneys, and the number of cases assigned to each as of the date of the submission of this Act. For those Special District Attorneys who are in private practice, those services have been arranged to be paid at a rate of \$400.00 per hour, plus reasonable and necessary disbursements and costs.

Your Committee notes that under New York County Law § 701, this Honorable Board is responsible for authorizing the payment of fees and disbursements for Special District Attorneys, after certification by the appropriate court. In order to expedite processing of these invoices, the proposed Act creates a funding pool of \$1,500,000.00 for payment of invoices for Special District Attorneys who are not a part of another District Attorney’s Office in the State of New York, and charges the funding pool against the budget of the Westchester County District Attorney’s Office.

Your Committee further notes that this proposed act authorizes the County Attorney, or his designee, to review invoices and determine if the County shall avail itself of the notice and opportunity

to be heard on the invoice as set forth under NY County Law Section 701. The Act then provides that, upon certification by the court, in compliance with NY County Law Section 701, and review by the County Attorney, invoices may be submitted to the Commissioner of Finance for payment, so long as the rate of pay does not exceed \$400.00 per hour, and so long as the amount paid under this funding pool does not exceed \$1,500,000.00.

Your Committee recognizes that this Act applies only to the payment of invoices for Special District Attorneys appointed due to the conflicts that have arisen from District Attorney Cacace's time as a Westchester County Court Judge. Any other Special District Attorney appointment will require separate payment authorization from this Board. Additionally, in order to track the appointments and payments made under this funding pool, your Committee notes that the County Attorney's Office shall provide this Honorable Board with updates to the table annexed to the proposed Act, including the total amounts paid to each attorney as of the date of the update.

Your Committee is informed that the proposed project does not meet the definition of an action under New York State Environmental Quality Review Act ("SEQRA") and its implementing regulations 6 NYCRR Part 617. Please refer to the memorandum from the Department of Planning, dated January 14, 2025, which is on file with the Clerk of the Board of Legislators. Your Committee concurs in this conclusion.

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

Dated: 2025  
White Plains, New York

COMMITTEE ON

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

AN ACT authorizing a funding pool for the payment of invoices for Special District Attorneys appointed pursuant to New York State County Law Section 701.

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

§ 1. The Board of Legislators has been informed that a number of Special District Attorneys have been, and will continue to be, appointed pursuant to New York State County Law ("NY County Law") Section 701 due to conflicts that have arisen from District Attorney Cacace's time as a Westchester County Court Judge. Annexed hereto is a table containing the names of those Special District Attorneys, and the number of cases assigned to each as of the date of the submission of this Act.

§ 2. For those Special District Attorneys who are in private practice, those services have been arranged to be paid at a rate of \$400.00 per hour, plus reasonable and necessary disbursements and costs.

§ 3. Pursuant to NY County Law Section 701, the Board of Legislators is charged with authorizing payment of invoices submitted by Special District Attorneys, which shall be certified by the appropriate court. In order to expedite processing, a funding pool of \$1,500,000.00 is hereby authorized for payment of invoices for Special District Attorneys who are not a part of another District Attorney's Office in the State of New York. This funding pool shall be charged against the budget of the Westchester County District Attorney's Office.

§ 4. The County Attorney, or his designee, is authorized to review invoices and determine if the County shall avail itself of the notice and opportunity to be heard on the invoice as set forth under NY County Law Section 701. Upon certification by the court, in compliance with NY County Law Section 701, and review by the County Attorney, invoices may be submitted to the Commissioner of Finance for payment, so long as the rate of pay does not exceed \$400.00 per hour, and so long as the amount paid under this funding pool does not exceed \$1,500,000.00.

§ 5. This funding pool shall be used solely for the payment of invoices for Special District Attorneys appointed due to the conflicts that have arisen from District Attorney Cacace's time as a Westchester County Court Judge. Any other Special District Attorney appointment will require separate payment authorization from this Board.

§ 6. Once per quarter, beginning with the first quarter following the passage of this Act, the County Attorney's Office shall provide this Board with updates to the annexed table, including the total amounts paid to each attorney as of the date of the update.

§ 7. Effective date. This Act shall take effect immediately.

## APPOINTMENTS AS OF APRIL 1, 2025

<b>Attorney/Firm</b>	<b>Number of Cases Assigned</b>
Andrew Rubin	1
Courtney McGowan	1
Tobin, Bernardon & Wazny, LLP	19
James Byrne	3
Jeffrey A. Cohen	1
Lisa Colosi Florio	1
Jeffrey Gasbarro	1
Joshua D. Martin	2
Kevin Kennedy	1
Mark J. Fitzmaurice	1
Matthew Montana	1
Michael Borrelli	10
Patsy Bonanno	2
Rachel J. Filasto	1
Stefanie Denise	5
Bronx County District Attorney's Office	1
Dutchess County District Attorney's Office	1
Kings County District Attorney's Office	2
Nassau County District Attorney's Office	2
Queens County District Attorney's Office	14
Rockland County District Attorney's Office	2
Suffolk County District Attorney's Office	3

## FISCAL IMPACT STATEMENT

**SUBJECT:** Legal Services, Special DA's

☐ NO FISCAL IMPACT PROJECTED

### OPERATING BUDGET IMPACT

**To Be Completed by Submitting Department and Reviewed by Budget**

**SECTION A - FUND**

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

☐ AIRPORT FUND☐ SPECIAL DISTRICTS FUND

## SECTION B - EXPENSES AND REVENUES

<b>Total Current Year Expense</b>	<b>\$</b>	<b>1,500,000</b>
-----------------------------------	-----------	------------------

<b>Total Current Year Revenue</b>	<b>\$</b>	<b>-</b>
-----------------------------------	-----------	----------

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

☐ Additional Appropriations ☐ Other (explain)

**Identify Accounts:** DA Technical Services

Fund 101 Dept 37 Unit 0010 Sub-Unit 1000 Object 4420

<b>Potential Related Operating Budget Expenses:</b>	Annual Amount	\$1,500,000.00
---	---------------	----------------

**Describe:** Legal services rendered by Special District Attorneys appointed

pursuant to New York County Law Sections 701 due to conflicts that have arisen from District

Attorney Cacace's time as a Westchester County Court Judge.

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

**Describe:**

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

**Current Year:** N/A

**Next Four Years:** N/A

**Prepared by:** Roberto Nascimento

**Title:** Sr. Budget Analyst

Department: Budget

**Date:** April 2, 2025

Reviewed By: Lawrence A. [Signature]

**Budget Director**

Date: 4/2/24





SUSANNE DONNELLY  
TOWN CLERK

## TOWN OF OSSINING MUNICIPAL BUILDING

16 Croton Ave  
Ossining, NY 10562  
Phone (914) 762-8428

Resolution Opposing 'Project Maple', The Algonquin Fracked Gas Pipeline Expansion Via Compressor Stations and New or Previously Stopped Fossil Fuel Projects Including the Williams Constitution Pipeline

WHEREAS, New York State is poised to protect New Yorkers' rights to clean air, clean water and livable climate; and

WHEREAS, Enbridge Inc. seeks to expand compressor capacity and pipeline infrastructure along the Algonquin pipeline route and has submitted an Open Season Notice for its proposed natural gas expansion project dubbed 'Project Maple' on September 12, 2023; and

WHEREAS, Enbridge may seek permits from the Federal Energy Regulatory Commission to further build and operate compressor stations along the Algonquin pipeline route in New York including facilities at Stony Point, NY and Southeast, NY and could increase capacity of the line by up to 500,000 Dekatherms/day in Ramapo, NY according to the Open Season Notice; and

WHEREAS, Enbridge may need New York State agency permits from the Department of Environment Conservation and/or the Public Service Commission to build out and operate compressor stations and pipeline infrastructure along the Algonquin pipeline route; and

WHEREAS, the Algonquin Pipeline Expansion, dubbed 'Project Maple', would interfere with and negatively impact the Hudson River ecosystem and economy that relies on the tourism and health of those waters; and

WHEREAS, the proposed expansions of the Algonquin natural gas pipeline will significantly increase the fracked gas volume, escalating environmental and health risks in the Hudson Valley and beyond; and

WHEREAS, emissions from compressor stations release pollutants like nitrogen oxide and the carcinogen benzene, proven to cause serious health threats, thus violating New Yorkers' right to a clean and healthy environment under the Green Amendment; and

WHEREAS, historical data documents that natural gas pipeline infrastructure, including compressor stations, pose significant safety hazards, evidenced by frequent incidents of leaks, explosions, and resultant fatalities and environmental damage; and

WHEREAS, the pipeline's expansion is in direct conflict with New York's Climate Leadership and Community Protection Act (CLCPA) statutory goals, fostering continued reliance on fossil fuels and undermining the state's statutorily required transition to a sustainable and renewable energy future; and

WHEREAS, Seventy elected officials including former County Executive and current Congressman George Latimer, State Assembly member Dana Levenberg, State Assembly member Chris Burdick, State Assembly member Mary Jane Shinsky and State Senator Nathalia Fernandez have already opposed Enbridge's proposed expansion of the Algonquin pipeline dubbed 'Project Maple' ahead of applications for permits on June 17, 2024; and

WHEREAS, the 124-mile long Williams Constitution Pipeline proposal was finally defeated in New York in 2020 after the former Governor and New York State Department of Environmental Conservation (DEC) opposed the proposal; and

WHEREAS, recent media coverage indicates federal efforts to strike a deal with Governor Hochul to approve the once defeated Williams Constitution Pipeline that would bring dirty fracked gas from Pennsylvania and through the Southern Tier in New York, thus endangering New Yorkers' air, water and climate; and

WHEREAS, Governor Hochul has the responsibility and authority to protect New York's environment and public health and to ensure the full implementation of the CLCPA, with the power to deny this expansion dubbed 'Project Maple' and any new or previously terminated proposals such as the Williams Constitution Pipeline as it is in direct conflict with the state law and thus the state's environmental and health priorities; and

NOW, THEREFORE, BE IT RESOLVED, the Town of Ossining urges Governor Kathy Hochul to oppose the Algonquin pipeline expansion, dubbed 'Project Maple' and the Williams Constitution pipeline; and

AND BE IT FURTHER RESOLVED, that Governor Kathy Hochul direct her agencies to deny any permits for the expansion of the Algonquin fracked gas pipeline, dubbed 'Project Maple' and to deny any permits for the construction of the Constitution Pipeline, thereby upholding New York's CLCPA and the state's environmental standards and commitment to a sustainable future; and

AND BE IT FURTHER RESOLVED, that the Town Clerk is directed to send a copy of this resolution to the Governor Kathy Hochul, U.S. Senator Kirsten Gillibrand, U.S. Senator Charles Schumer, U.S. Congressman George Latimer, U.S. Congressman Mike Lawler, State Senator Peter Harcckham, State Assemblymember Dana Levenberg, State Assemblymember Chris Burdick, State Assemblymember Maryjane Shinsky, State Assemblymember Patrick Carroll, State Assemblymember Chris Eachus, State Assemblymember Steve Otis, State Assemblymember Gary Pretlow, State Assemblymember Amy Paulin, State Assemblymember Nader Sayegh, NYS Senate Majority Leader Andrea Stewart-Cousins, Westchester County Executive Ken Jenkins, Westchester County Legislator David Imamura, Westchester County Legislator Colin Smith, Westchester County Legislator David Tubiolo, Westchester County Legislator Erika Pierce, and Westchester County Legislator Emiljana Ulaj

STATE OF NEW YORK ( )  
COUNTY OF WESTCHESTER ( ss )  
TOWN OF OSSINING ( )

I, Susanne Donnelly, Town Clerk of the Town of Ossining, Westchester County, New York, DO HEREBY CERTIFY, that I have compared the foregoing with the original resolution adopted by the Town Board at a meeting held on the 25<sup>th</sup> day of March, 2025 and that the foregoing is a true and correct copy of the original thereof. I DO FURTHER CERTIFY that Supervisor Elizabeth Feldman, Deputy Mayor Gregory G. Meyer, Councilmembers Angelo A. Manicchio, Matthew Weiss and Jennifer Fields-Tawil were present at such meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the TOWN OF OSSINING THIS 26<sup>th</sup> day of March, 2025.

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RECEIVED  
2025 APR -1 AM 10:34  
WESTCHESTER COUNTY  
BOARD OF LEGISLATORS  
Susanne Donnelly, Town Clerk

**Jewel F. Williams Johnson**Legislator, 8<sup>th</sup> District

Chair, Committee on Budget &amp; Appropriations

Chair, Sub-Committee on Health

Chair, Non-Profit Taskforce

**Committee Assignments:**

Families Taskforce

Housing &amp; Planning

Human Services

Labor &amp; Human Rights

Public Works &amp; Transportation

**MEMORANDUM OF LEGISLATION****DATE:** March 26, 2025**TITLE:** A Local Law to Establish a Unified Parking Payment System for Municipalities within Westchester County**SPONSOR:** Jewel Williams Johnson, Chair, Committee on Budget and Appropriations

**PURPOSE/GENERAL IDEA OF BILL:** To explore and establish a countywide unified parking payment system that enhances accessibility, efficiency, and uniformity for residents and visitors parking across multiple municipalities in Westchester County. The legislation aims to streamline parking payments by encouraging or mandating the adoption of a single digital parking application for all municipal parking facilities, street parking, and commuter lots.

**JUSTIFICATION:** Westchester County currently has a fragmented parking system, with multiple municipalities utilizing different parking applications and payment methods. This inconsistency results in confusion, inconvenience, and inefficiencies for residents, visitors, and businesses. A unified parking payment system would:

1. Improve user experience: Allow drivers to use a single app across multiple municipalities instead of downloading and managing multiple applications.
2. Enhance efficiency: Standardize parking policies and reduce administrative costs associated with multiple vendors.
3. Increase revenue consistency: Create a countywide parking revenue system that maximizes collection efficiency while maintaining local municipal revenue streams.
4. Promote smart transportation initiatives: Integrate with transit, ridesharing, and smart parking technologies to reduce congestion and improve parking availability.

A model Intermunicipal Agreement (IMA) would be developed to allow municipalities to opt into the countywide system while maintaining autonomy over their respective parking regulations.

**PROPOSED LEGISLATION:****Section 1:** Establishment of a Unified Parking Payment System

- The County of Westchester shall issue a Request for Proposals (RFP) to select a single digital parking application provider to serve all municipalities within the county.
- The selected provider must ensure accessibility, integration with existing municipal parking infrastructure, and transparency in revenue distribution to participating municipalities.

- Participation in the countywide system shall be voluntary for municipalities; however, municipalities that opt-in must fully integrate with the selected application within a designated timeframe.

**Section 2: Intermunicipal Cooperation and Revenue Distribution\***

- The County shall develop an Intermunicipal Agreement (IMA) outlining how municipalities will adopt and manage the unified system while retaining control over their parking rates, policies, and enforcement.
- Parking revenues collected through the unified system shall be distributed back to each municipality in accordance with its local parking policies.

**Section 3: Implementation Timeline**

- Within 90 days of adoption, the County shall issue an RFP to select a unified parking app provider.
- Within 6 months, the County shall develop and present the IMA framework for municipal adoption.
- Within 1 year, participating municipalities must transition to the unified system.

**Section 4: Reporting and Accountability**

- The County Department of Public Works & Transportation shall oversee the implementation and operation of the system.
- An annual report shall be submitted to the Board of Legislators on the program's effectiveness, revenue distribution, and system improvements.

**PRESENT LAW:** None.

**FISCAL IMPACT:** Initial costs may include technology integration and system transition for municipalities. Revenue from parking fees will remain allocated to each municipality based on usage. Potential cost savings may occur from reduced operational redundancies and vendor management.

**NEXT STEPS:**

1. Introduce legislation to the referred Committees for discussion.
2. Hold public hearings to gather input from municipalities, residents, and business stakeholders.
3. Develop a pilot program with willing municipalities before full-scale implementation.

**CONCLUSION:** This legislation seeks to modernize and simplify parking payments across Westchester County, enhancing convenience, efficiency, and revenue optimization for both municipalities and the public. A unified parking system will support economic growth, smart city initiatives, and improved transportation accessibility.

cc: Marcello Figueroa, Legislative Director  
Dylan Tragni, Chief of Staff

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

**NOTICE OF SUPPLEMENTAL PUBLIC HEARING AND  
CONTEMPLATED DEVIATIONS**

March 21, 2025

**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  
Boston Post Road Owner LLC Project  
Notice of Supplemental Public Hearings and Contemplated Deviations  
Delivery of Agency Initial Project Resolution**

Ladies and Gentlemen:

Please note that on Thursday, April 3, 2025 at 6:30 p.m. at the Village of Port Chester Court Facility, 350 N. Main 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 Journal 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 Supplemental Application for Financial Assistance (including a cost-benefit analysis), which is also available for viewing on the Agency's website at: <https://www.portchesternyida.gov/206/Public-Hearings>. 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 February 12, 2025 (the "Initial Project Resolution"), which pursuant to GML Section 859-a(1-a) is enclosed for your review and records.

This letter is further provided as a notice of contemplated deviation from the Agency's current Uniform Tax Exemption Policy ("UTEP") in connection with the Agency's undertaking of the Phase 1 Project and Phase 2 Project. In connection with the Supplemental Application, and in furtherance of the Phase 1 Project and Phase 2 Project's financial impact within the Village of

Schedule A  
Affected Tax Jurisdiction Officials

**Certified Mail**

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

**Certified Mail**

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

**Certified Mail**

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

**Certified Mail**

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

**Certified Mail**

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

**Certified Mail**

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

**Certified Mail**

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

**Certified Mail**

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



## INITIAL PROJECT RESOLUTION

*(Boston Post Road Owner, LLC Project – Project Scope Revisions)*

A regular meeting of the Village of Port Chester Industrial Development Agency was convened on Wednesday, February 12, 2025, 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. 01/2025 -02

RESOLUTION OF THE VILLAGE OF PORT CHESTER INDUSTRIAL DEVELOPMENT AGENCY (i) (i) ACCEPTING AN UPDATED APPLICATION OF BOSTON POST ROAD OWNER LLC (THE “COMPANY”) IN CONNECTION WITH A PROJECT PREVIOUSLY APPROVED BY THE AGENCY (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, **BOSTON POST ROAD OWNER, LLC**, (the “Company”) previously submitted an Application for Financial Assistance (the “Application”) to the Agency requesting the Agency’s assistance with:

- 1) a certain project (the “Master Developer Project”) consisting of: (i) the acquisition by the Agency of a leasehold interest in an approximately 15.45 acres of real property located at 406-408 Boston Post Road and 999 High Street in the Village of Port Chester, New York (the “Land”, being more particularly described as current TMID Nos. 141.52-1-2, 141.52-1-2.1 and 141.52-1-2.4), such Land being the former United Hospital Campus, which contained approximately 500,000 square feet of former hospital buildings and supporting administrative, residential, utility and other above ground and subsurface structures and improvements, along with other parking, curbage and related site improvements (the “Existing Improvements”); (ii) the planning, design, engineering, and permitting for the comprehensive redevelopment of the Land as a subdivided commercial campus to be known as “Westchester Crossing”, which is proposed to be developed to include 975 apartment units within five (5) building structures, approximately 33,000 square feet of commercial and amenity building spaces, a 120 room hotel facility, 1088 structured and surface

parking spaces, various open space and park areas, and related roadway, curbage, utilities and supportive infrastructure, (iii) the demolition of the Existing Improvements and the environmental remediation and stabilization of the Land, (iv) the re-subdivision of the Land into nine (9) separate tax lots for the individual components of the Master Developer Project for use as redevelopment lots and lots to be dedicated to the Village for public roadways and open spaces (out of which proposed new TMID Nos. 141.52-1-31, 141.52-1-31.2, 141.52-1-31.4, 141.52-31.5, 141.52-1-31.6, 141.52-1-31.7 and 141.52-1-31.8 will be included in the Master Developer Project; and out of which 141.52-1-31.3 and 141.52-1-31.9 will be excluded), (v) the reconstruction, construction and installation of site-wide earthwork, site stabilization, general infrastructure, subsurface infrastructure, surface roadways, curbage, utilities, access and egress improvements, storm water improvements, sidewalks, landscaping, amenities, signage and related improvements intended to stabilize and support the vertical redevelopment of the Land (the "Master Developer Improvements"), (vi) the acquisition of and installation in and around the Master Developer Improvements by the Company of machinery, equipment, fixtures and other items of tangible personal property (the "Master Developer Equipment" and, collectively with, the Land, the Existing Improvements and the Master Developer Improvements, the "Master Developer 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 Master Developer Facility for a period of time and sublease such interest in the Master Developer Facility back to the Company (the "Master Developer Straight Lease Transaction"); and

- 2) The Company, for itself and/or a related entity or entities to be formed (the "Phase 1 Owner"), will undertake a certain mixed use residential and commercial project (the "Phase 1 Project") consisting of: (i) the acquisition by the Agency of a leasehold interest in certain subdivided lots identified as Lot 1 (TMID 141.52-1-31, containing approximately 3.56 acres) and Lot 5 (TMID No. 141.52-1-31.5, containing approximately .292 acre) located within Westchester Crossing (collectively, the "Phase 1 Land"), along with the existing site improvements thereon (the "Phase 1 Existing Improvements"); (ii) the construction, operation and leasing of an approximately 565,843 square foot, 6-story, multi-tenanted, mixed use redevelopment project that will include: (a) approximately 419 residential apartment units consisting of studio, one-bedroom and two-bedroom dwellings within 2 separate building structures on Lot 1, with 47 units of affordable housing leased in accordance with Village Code requirements, (b) approximately 17,000 square feet of tenant amenity spaces and 15,370 square feet of street level commercial space to be leased as single or multi-tenanted mixed use commercial/retail space, including a 3-story building structure containing approximately 24,000 square feet of commercial and amenity spaces on Lot 5, (c) structured parking improvements providing for approximately 396 parking spaces within surface and subsurface levels, and (d) additional tenant amenity spaces, lobbies, common areas, green spaces, various subsurface structural improvements, access and egress improvements, storm water improvements, utility improvements, signage, curbage, sidewalks, and landscaping improvements (collectively, the "Phase 1 Improvements"); (iii) the acquisition of and installation in



and around the Phase 1 Existing Improvements and Phase 1 Improvements by the Phase 1 Owner of machinery, equipment, fixtures and other items of tangible personal property (the "Phase 1 Equipment" and, collectively with, the Phase 1 Land, the Phase 1 Existing Improvements and the Phase 1 Improvements, the "Phase 1 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 Phase 1 Facility for a period of time and sublease such interest in the Phase 1 Facility back to the Phase 1 Owner (the "Phase 1 Straight Lease Transaction"); and

- 3) The Company, for itself and/or a related entity or entities to be formed (the "Phase 2 Owner"), will undertake a certain mixed use residential and commercial project (the "Phase 2 Project") consisting of: (i) the acquisition by the Agency of a leasehold interest in certain subdivided lots identified as Lot 6 (TMID No. 141.52-1-31.6, containing approximately 3.594 acres) and Lot 8 (TMID No. 141.52-1-31.8, containing approximately .499 acre) located within Westchester Crossing (the "Phase 2 Land"), along with the existing site improvements thereon (the "Phase 2 Existing Improvements"); (ii) the construction, operation and leasing of an approximately 430,248 square foot, 6-story, multi-tenanted, mixed use redevelopment project that will include: (a) approximately 356 residential apartment units consisting of studio, one-bedroom and two-bedroom dwellings within 2 separate building structures on Lots 6 and 8, with 40 units of affordable housing leased in accordance with Village Code requirements, (b) approximately 7,900 square feet of tenant amenity spaces and 2,800 square feet of street level commercial space to be leased as single or multi-tenanted mixed use commercial/retail space, (c) structured parking improvements providing for approximately 386 parking spaces within surface and subsurface levels, and (d) additional tenant amenity spaces, lobbies, common areas, green spaces, various subsurface structural improvements, access and egress improvements, storm water improvements, utility improvements, signage, curbage, sidewalks, and landscaping improvements (collectively, the "Phase 2 Improvements"); (iii) the acquisition of and installation in and around the Phase 2 Existing Improvements and Phase 2 Improvements by the Phase 2 Owner of machinery, equipment, fixtures and other items of tangible personal property (the "Phase 2 Equipment" and, collectively with, the Phase 2 Land, the Phase 2 Existing Improvements and the Phase 2 Improvements, the "Phase 2 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 Phase 2 Facility for a period of time and sublease such interest in the Phase 2 Facility back to the Phase 2 Owner (the "Phase 2 Straight Lease Transaction"); and
- 4) The Company, for itself and/or a related entity or entities to be formed (the "Phase 3 Owner"), will undertake a certain residential apartment project (the "Phase 3 Project") consisting of: (i) the acquisition by the Agency of a leasehold interest in certain a subdivided lot identified as Lot 2 (TMID No. 141.52-1-31.2, containing approximately 1.748 acres) located within Westchester Crossing (the "Phase 3 Land"), along with the existing site improvements thereon (the "Phase 3 Existing Improvements"); (ii) the construction, operation and leasing of an approximately

215,000 square foot, 8-story age-restricted residential apartment building consisting of 200 studio, one-bedroom and two-bedroom dwellings, (b) structured parking improvements providing for approximately 112 parking spaces within surface and subsurface levels, and (d) tenant amenity spaces, lobbies, common areas, green spaces, various subsurface structural improvements, access and egress improvements, storm water improvements, utility improvements, signage, curbage, sidewalks, and landscaping improvements (collectively, the “Phase 3 Improvements”); (iii) the acquisition of and installation in and around the Phase 3 Existing Improvements and Phase 3 Improvements by the Phase 3 Owner of machinery, equipment, fixtures and other items of tangible personal property (the “Phase 3 Equipment” and, collectively with, the Phase 3 Land, the Phase 3 Existing Improvements and the Phase 3 Improvements, the “Phase 3 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 Phase 3 Facility for a period of time and sublease such interest in the Phase 3 Facility back to the Phase 3 Owner (the “Phase 3 Straight Lease Transaction”); and

- 5) The Company, for itself and/or a related entity or entities to be formed (the “Phase 4 Owner”), will undertake a certain commercial hotel project (the “Phase 4 Project”) consisting of: (i) the acquisition by the Agency of a leasehold interest in a certain subdivided lot identified as Lot 4 (TMID No. 141.52-1-31.4, containing approximately 1.131 acres) located within Westchester Crossing (the “Phase 4 Land”), along with the existing site improvements thereon (the “Phase 4 Existing Improvements”); (ii) the construction and operation of an approximately 118,008 square foot, 6-story hotel facility containing 120 rental rooms, along with structured parking improvements providing for approximately 140 parking spaces within surface and subsurface levels, lobbies, common areas, green spaces, various subsurface structural improvements, access and egress improvements, storm water improvements, utility improvements, signage, curbage, sidewalks, and landscaping improvements (collectively, the “Phase 4 Improvements”); (iii) the acquisition of and installation in and around the Phase 4 Existing Improvements and Phase 4 Improvements by the Phase 4 Owner of machinery, equipment, fixtures and other items of tangible personal property (the “Phase 4 Equipment” and, collectively with, the Phase 4 Land, the Phase 4 Existing Improvements and the Phase 4 Improvements, the “Phase 4 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 Phase 4 Facility for a period of time and sublease such interest in the Phase 4 Facility back to the Phase 4 Owner (the “Phase 4 Straight Lease Transaction”); and

WHEREAS, pursuant to a certain Project Authorizing Resolution adopted by the Agency on June 12, 2024 (the “Project Authorizing Resolution”), the Agency authorized (i) the undertaking of the Projects and the appointment of the Company as agent of the Agency to undertake same; (ii) for each phase of the Projects, the execution and delivery of an Agent Agreement, Lease Agreement, Leaseback Agreement, PILOT Agreement, and related documents; and (iii) the provision of the Financial Assistance to the Company, which shall include (a) an exemption from all state and local sales and use taxes with respect to the

qualifying personal property included in or incorporated into the Facility or used in the construction and equipping of the Facility, (b) mortgage recording tax exemptions in connection with financings undertaken by the Company for the Project, and (c) a partial real property tax abatement through the execution of an agreement with the Agency regarding payments in lieu of real property taxes to be made for the benefit of the Affected Tax Jurisdictions in accordance with the Agency's UTEP and/or in accordance with the Deviations (as described therein); and

WHEREAS, in furtherance of the Projects, and pursuant to the Project Authorizing Resolution, the Agency and Company entered into the Master Developer Straight Lease Transaction as of September 19, 2024, which included the following documents and agreements: (i) that certain Agent and Financial Assistance and Project Agreement (the "Agent Agreement"), (ii) that certain Lease Agreement (the "Lease Agreement"), (iii) that certain Leaseback Agreement (the "Leaseback Agreement"), (iv) that certain Payment-in-Lieu-of-Tax Agreement (the "PILOT Agreement"), (v) that certain PILOT Mortgage (the "PILOT Mortgage"), and (vi) related documents (collectively, the "Master Developer Project Documents"); and

WHEREAS, the Company has advised the Agency that certain elements of the proposed Projects have been revised, which include revisions to the Phase 1 Project and Phase 2 Project (the "Project Scope Modifications", which have been presented to and approved by the Village, herein, the "Village Approvals"), and the Company has submitted a supplemental Application for Financial Assistance relating to and detailing same (the "Supplemental Application"); and

WHEREAS, pursuant to the Supplemental Application and Village Approvals, the Company is requesting the Agency's consideration and approval to revise the descriptions of the Phase 1 Project and Phase 2 Project to read as follows:

**Phase 1 Project:** The Company, for itself and/or a related entity or entities to be formed (the "Phase 1 Owner"), will undertake a certain mixed use residential and commercial project (the "Phase 1 Project") consisting of: (i) the acquisition by the Agency of a leasehold interest in certain subdivided lots identified as Lot 1 (TMID 141.52-1-31, containing approximately 3.56 acres) and Lot 5 (TMID No. 141.52-1-31.5, containing approximately .292 acre) located within Westchester Crossing (collectively, the "Phase 1 Land"), along with the existing site improvements thereon (the "Phase 1 Existing Improvements"); (ii) the construction, operation and leasing of an approximately 565,843 square foot, 6-story, multi-tenanted, mixed use redevelopment project that will include: (a) approximately 527 residential apartment units consisting of studio, one-bedroom and two-bedroom dwellings within 2 separate building structures on Lot 1, with 57 units of affordable housing leased in accordance with Village Code requirements, (b) approximately 17,100 square feet of tenant amenity spaces and 15,400 square feet of street level commercial space to be leased as single or multi-tenanted mixed use commercial/retail space, including a 3-story building structure containing approximately 24,000 square feet of commercial and amenity spaces on Lot 5, (c) structured parking improvements providing for approximately 517 parking spaces within surface and subsurface levels, and (d) additional tenant amenity spaces, lobbies, common areas, green spaces, various subsurface structural improvements, access and egress improvements, storm water improvements, utility

improvements, signage, curbage, sidewalks, and landscaping improvements (collectively, the "Phase 1 Improvements"); (iii) the acquisition of and installation in and around the Phase 1 Existing Improvements and Phase 1 Improvements by the Phase 1 Owner of machinery, equipment, fixtures and other items of tangible personal property (the "Phase 1 Equipment" and, collectively with, the Phase 1 Land, the Phase 1 Existing Improvements and the Phase 1 Improvements, the "Phase 1 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 Phase 1 Facility for a period of time and sublease such interest in the Phase 1 Facility back to the Phase 1 Owner (the "Phase 1 Straight Lease Transaction"); and

**Phase 2 Project:** The Company, for itself and/or a related entity or entities to be formed (the "Phase 2 Owner"), will undertake a certain mixed use residential and commercial project (the "Phase 2 Project") consisting of: (i) the acquisition by the Agency of a leasehold interest in certain subdivided lots identified as Lot 6 (TMID No. 141.52-1-31.6, containing approximately 3.594 acres) and Lot 8 (TMID No. 141.52-1-31.8, containing approximately .499 acre) located within Westchester Crossing (the "Phase 2 Land"), along with the existing site improvements thereon (the "Phase 2 Existing Improvements"); (ii) the construction, operation and leasing of an approximately 430,248 square foot, 6-story, multi-tenanted, mixed use redevelopment project that will include: (a) approximately 430 residential apartment units consisting of studio, one-bedroom and two-bedroom dwellings within 2 separate building structures on Lots 6 and 8, with 48 units of affordable housing leased in accordance with Village Code requirements, (b) approximately 10,000 square feet of tenant amenity spaces and 2,800 square feet of street level commercial space to be leased as single or multi-tenanted mixed use commercial/retail space, (c) structured parking improvements providing for approximately 435 parking spaces within surface and subsurface levels, and (d) additional tenant amenity spaces, lobbies, common areas, green spaces, various subsurface structural improvements, access and egress improvements, storm water improvements, utility improvements, signage, curbage, sidewalks, and landscaping improvements (collectively, the "Phase 2 Improvements"); (iii) the acquisition of and installation in and around the Phase 2 Existing Improvements and Phase 2 Improvements by the Phase 2 Owner of machinery, equipment, fixtures and other items of tangible personal property (the "Phase 2 Equipment" and, collectively with, the Phase 2 Land, the Phase 2 Existing Improvements and the Phase 2 Improvements, the "Phase 2 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 Phase 2 Facility for a period of time and sublease such interest in the Phase 2 Facility back to the Phase 2 Owner (the "Phase 2 Straight Lease Transaction"); and

WHEREAS, the Agency desires to (i) accepted the Company's Supplemental Application, (ii) authorized the scheduling and conduct of a public hearing in compliance with the Act, (iii) describe the contemplated forms of financial assistance to be provided by the Agency (the "Financial Assistance", as described herein); (iv) for the Project Scope Modifications, authorize the negotiation of amendments to the Agent Agreement for future



approval by the Agency, and (v) consider proposed deviations from the Agency's Uniform Tax Exemption Policy ("UTEP") with respect to the Project Scope Modifications as same relate to the Phase 1 Project and Phase 2 Project (collectively, the "Deviations").

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 herein described lands, the existing improvements, the improvements and the equipment constituting the facilities, (ii) lease or sell the Agency's interest in same constituting the herein-described facilities to the Applicants pursuant to lease agreements to be negotiated, and (iii) enter into the above-described straight lease transactions; 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 herein-described projects, thereby increasing employment opportunities in the Village, and otherwise furthering the purposes of the Agency as set forth in the Act; and

(E) The herein-described projects will not result in the removal of a facility or plant of the Company or any other proposed occupant of the herein-described projects 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 Applicants or any other proposed occupant of the herein-described projects 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 herein-described projects are or will be reasonably necessary to discourage the herein-described 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 herein-described project occupants in their respective industries.

(F) The Agency is contemplating the Deviations in connection with the Agency's consideration of the Project Scope Modifications with respect to the Phase 1 Project and Phase 2 Project. In connection with the Supplemental Application, the Company has requested the Agency's consideration of a deviation from the UTEP to allow for:

- (i) a Phase 1 Payment-in-lieu-of-Tax Agreement (the "Phase 1 PILOT Agreement") that while remaining within the 20 year term permissible pursuant to the UTEP, the proposed Phase 1 PILOT Agreement would contain an enhanced abatement

schedule for Added Value exceeding the percentages set forth in Appendix A of the UTEP (the "Phase 1 PILOT Deviation"); and

- (ii) a Phase 2 Payment-in-lieu-of-Tax Agreement (the "Phase 2 PILOT Agreement") that while remaining within the 20 year term permissible pursuant to the UTEP, the proposed Phase 2 PILOT Agreement would contain an enhanced abatement schedule for Added Value exceeding the percentages set forth in Appendix A of the UTEP (the "Phase 2 PILOT Deviation").

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 each project or used in the acquisition, construction or equipping of each project; (ii) mortgage recording tax exemption(s) relating to financings undertaken by the Applicants in furtherance of the herein-described projects, and (iii) a partial real property tax abatement through one or more payment-in-lieu-of-tax agreements (the "PILOT Agreements"), pursuant to which the Applicants would make payments in lieu of real property taxes to the Affected Tax Jurisdictions.

Section 3. The Agency 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 the Company's payment of all costs of the Agency incurred in connection with processing the Supplemental Application and preparing necessary cost-benefit studies associated with same.

Section 4. The Agency's formal approval of the Project Scope Modifications 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 amendments to the Agent Agreement, and related documents to undertake the contemplated modifications described herein.

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 resolutions was duly put to vote on roll call, which resulted as follows:

	<i>YEA</i>	<i>NEA</i>	<i>ABSTAIN</i>	<i>ABSENT</i>
Hon. John Allen	[     ]	[     ]	[     ]	[X    ]
Hon. Juliana Alzate	[X    ]	[     ]	[     ]	[     ]
Daniel Brakewood	[X    ]	[     ]	[     ]	[     ]
Frank Ferrara	[X    ]	[     ]	[     ]	[     ]
John Hiensch	[X    ]	[     ]	[     ]	[     ]
Richard O'Connell	[X    ]	[     ]	[     ]	[     ]
James Taylor	[X    ]	[     ]	[     ]	[     ]

The resolutions were 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 February 12, 2025, 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 12<sup>th</sup> day of February, 2025.



  
\_\_\_\_\_  
Secretary

2025 MAR 27 AM 10:43  
RECEIVED



March 28, 2025

99 GARNSEY ROAD  
PITTSFORD, NEW YORK 14534  
585.419.8800

**AMY ABBINK**  
PARALEGAL  
DIRECT: (585).419.8744  
FAX: 585.419.8801  
AABBINK@HARRISBEACHMURTHA.COM

**PILOT AGREEMENT**

**VIA FEDERAL EXPRESS**

**#2869-4636-8973**

Mr. Phil Platz  
Assessor of the City of New Rochelle  
New Rochelle City Hall  
515 North Avenue  
New Rochelle, New York 10801

Re: New Rochelle Industrial Development Agency and  
14 Le Count Place LLC

Project Address: 455 Main Street, New Rochelle, Westchester County  
Tax Map Number: Section 1, Block 228, Lot 200

Dear Mr. Platz:

On behalf of the New Rochelle Industrial Development Agency, I have enclosed for you, the Assessor of the taxing jurisdiction within which the above-referenced project is located, a completed and signed Application for Real Property Tax Exemption on NYS Form RP-412-a, with attached copy of the related signed Payment-In-Lieu-of-Tax Agreement ("PILOT Agreement").

Should you have questions or concerns, please do not hesitate to contact me. Thank you.

Very truly yours,



Amy Abbink

Enclosures

cc: Affected Tax Jurisdiction Officials on Schedule A

Schedule A

**Certified No. 9489 0090 0027 6389 9841 73**

The Honorable Yadira Ramos-Herbert  
Mayor of the City of New Rochelle  
New Rochelle City Hall  
515 North Avenue  
New Rochelle, New York 10801

**Certified No. 9489 0090 0027 6389 9841 97**

The Honorable Kenneth Jenkins  
Westchester County Executive  
900 Michaelian Building  
148 Martine Avenue  
White Plains, New York 10601

**Certified No. 9489 0090 0027 6389 9842 10**

William Iannuzzi  
President of the Board of Education  
City School District of New Rochelle  
515 North Avenue  
New Rochelle, New York 10801

**Certified No. 9489 0090 0027 6389 9842 34**

The Honorable Vedat Gashi  
Chair of the Westchester County Legislature  
800 Michaelian Office Building  
148 Martine Avenue, 8th Floor  
White Plains, New York 10601

**Certified No. 9489 0090 0027 6389 9842 58**

Millie Bonilla, District Clerk  
City School District of New Rochelle  
515 North Avenue  
New Rochelle, New York 10801

**Certified No. 9489 0090 0027 6389 9841 80**

Wilfredo Melendez  
Acting City Manager  
New Rochelle City Hall  
515 North Avenue  
New Rochelle, New York 10801

**Certified No. 9489 0090 0027 6389 9842 03**

Corey W. Reynolds, Ed.D.  
Superintendent of Schools  
City School District of New Rochelle  
515 North Avenue  
New Rochelle, New York 10801

**Certified No. 9489 0090 0027 6389 9842 27**

Edward Ritter, Finance Commissioner  
City of New Rochelle  
New Rochelle City Hall  
515 North Avenue  
New Rochelle, New York 10801

**Certified No. 9489 0090 0027 6389 9842 41**

Karin E. Hablow, Commissioner of Finance  
Westchester County Department of Finance  
Michaelian Office Building  
148 Martine Avenue  
White Plains, New York 10601



**NYS DEPARTMENT OF TAXATION & FINANCE  
OFFICE OF REAL PROPERTY TAX SERVICES**

RP-412-a (1/95)

**INDUSTRIAL DEVELOPMENT AGENCIES  
APPLICATION FOR REAL PROPERTY TAX EXEMPTION**  
(Real Property Tax Law, Section 412-a and General Municipal Law, Section 874)

**1. INDUSTRIAL DEVELOPMENT AGENCY (IDA)**

Name City of New Rochelle IDA  
Street 515 North Avenue, City Hall  
City New Rochelle, New York 10801  
Telephone no. Day (518 ) 654-2195  
Evening ( ) \_\_\_\_\_  
Contact Adam Salgado  
Title Executive Director

**2. OCCUPANT (IF OTHER THAN IDA)**

(If more than one occupant attach separate listing)

Name 14 Le Count Place LLC  
Street c/o Wilder Balter Partners Inc., 480 Bedford Road  
City Chappaqua, New York 10514  
Telephone no. Day ( 914 ) 610-3650  
Evening ( ) \_\_\_\_\_  
Contact William G. Balter  
Title Principal of Occupant

**3. DESCRIPTION OF PARCEL**

- a. Assessment roll description (tax map no./roll year)  
Section 1, Block 228, Lot 200
- b. Street address 455 Main Street
- c. City, Town or Village City of New Rochelle
- d. School District New Rochelle
- e. County Westchester
- f. Current assessment \_\_\_\_\_
- g. Deed to IDA (date recorded; liber and page)  
Lease to IDA (pending; pending)

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

- a. Brief description (include property use) Construction of an approx. seventeen (17) story building containing approx. 183,824 gross square square feet with condominiums and retail space and parking as more fully set out in the attached PILOT Agreement
- b. Type of construction Mixed Use
- c. Square footage Approx. 183,824
- d. Total cost Approx \$20,947,504
- e. Date construction commenced Immediately
- f. Projected expiration of exemption (i.e. date when property is no longer possessed, controlled, supervised or under the jurisdiction of IDA)  
October 31, 2057

**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 see attached PILOT Agreement  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- b. Projected expiration date of agreement October 31, 2057

c. Municipal corporations to which payments will be made

	Yes	No
County <u>Westchester</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Town/City <u>City of New Rochelle</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Village _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>
School District <u>New Rochelle</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

d. Person or entity responsible for payment

Name 14 Le Count Place LLC  
 Title Attn: William G. Balter  
 Address c/o Wilder Balter Partners Inc.  
480 Bedford Road, Chappaqua, NY

e. Is the IDA the owner of the property? ☐ Yes ☒ No (check one)

If "No" identify owner and explain IDA rights or interest in an attached statement. No - IDA has a leasehold in the property pursuant to lease from Occupant (lease/leaseback transaction) Telephone (914) 610-3650

6. Is the property receiving or has the property ever received any other exemption from real property taxation? (check one) ☐ Yes ☒ No

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

7. A copy of this application, including all attachments, has been mailed or delivered on 3/28/25 (date) to the chief executive official of each municipality within which the project is located as indicated in Item 3.

**CERTIFICATION**

I, Adam Salgado, Executive Director of New Rochelle Industrial Development Agency hereby certify that the information on this application and accompanying papers constitutes a true statement of facts.

March 3<sup>rd</sup>, 2025  
 Date

  
 Signature

**FOR USE BY ASSESSOR**

1. Date application filed \_\_\_\_\_
2. Applicable taxable status date \_\_\_\_\_
- 3a. Agreement (or extract) date \_\_\_\_\_
- 3b. Projected exemption expiration (year) \_\_\_\_\_
4. Assessed valuation of parcel in first year of exemption \$ \_\_\_\_\_
5. Special assessments and special as valorem levies for which the parcel is liable: \_\_\_\_\_

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Assessor's signature

**NEW ROCHELLE INDUSTRIAL DEVELOPMENT AGENCY**

**AND**

**14 LE COUNT PLACE LLC**

---

**PAYMENT IN LIEU OF TAX AGREEMENT**

---

**Street Address:**  
455 Main Street  
City of New Rochelle  
Westchester County

**Tax Map Number(s):**  
Section 1, Block 228, Lot 200

**Affected Taxing Jurisdictions:**  
County of Westchester  
City of New Rochelle  
City School District of New Rochelle

Dated as of March 1, 2025

## PAYMENT IN LIEU OF TAX AGREEMENT

THIS PAYMENT IN LIEU OF TAX AGREEMENT, dated as of March 1, 2025 (the "Agreement"), is by and between the **NEW ROCHELLE INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation of the State of New York with offices at 515 North Avenue, New Rochelle, New York 10801 ("Agency") and **14 LE COUNT PLACE LLC**, a New York limited liability company with offices at 480 Bedford Road, Chappaqua, New York 10514 (the "Company").

### WITNESSETH:

WHEREAS, the Agency was created by Chapter 785 of the Laws of 1976 of the State of New York pursuant to Title I of Article 18-A of the General Municipal Law of the State of New York (collectively, the "Act") as a body corporate and politic and as a public benefit corporation of the State of New York; and

WHEREAS, the Company has requested the Agency's assistance with a certain project consisting of: (1) the Agency taking title, possession or control (by deed, lease, license or otherwise) in certain land located at 455 Main Street (being more fully identified as Section 1, Block 228, Lot 200) in the City of New Rochelle, Westchester County, New York (the "Land"); (2) the construction on the Land of an approximately seventeen (17) story building, containing approximately 184,627 gross square feet, and consisting of (a) approximately 143,650 square feet of affordable for-sale condominium development residential space on floors 4-17 (of which residential space approximately 14 units will be studio units, approximately 57 units will contain one-bedroom, approximately 41 units will contain two bedrooms, and approximately 14 units will contain three bedrooms), along with indoor amenity space, (b) approximately 3,964 square feet of retail space, and (c) parking at the basement level and on floors 2 and 3 (collectively, the "Improvements"); and (3) the acquisition and installation by the Company in and around the Land and the Improvements of items of equipment and other tangible personal property (the "Equipment"; and, together with the Land and Improvements, collectively, the "Facility"); and

WHEREAS, in order to induce the Company to acquire, renovate, construct and equip the Facility, the Agency is willing to take a leasehold interest in the Facility and lease said Facility back to the Company and HAC 14 LeCount II Housing Development Fund (the "HDFC") pursuant to the terms and conditions of a certain Leaseback Agreement, dated as of March 1, 2025 (the "Leaseback Agreement"); and

WHEREAS, pursuant to Section 874(1) of the Act, the Agency is exempt from the payment of taxes imposed upon real property and improvements owned by it or under its jurisdiction, control or supervision, other than special ad valorem levies, special assessments and service charges against real property which are or may be imposed for special improvements or special district improvements; and

WHEREAS, the Agency and the Company deem it necessary and proper to enter into an agreement making provisions for payments in lieu of taxes by the Company to the Agency for the benefit of Westchester County (the "County"), the City of New Rochelle (the "City") and the



City School District of New Rochelle (the "School District"; and, collectively with the County, and the City, the "Affected Tax Jurisdictions").

Section 1 - Payment in Lieu of Ad Valorem Taxes:

Section 1.1 A. Subject to the completion and filing by the Agency by the taxable status date (**May 1, 2025**) (the "Taxable Status Date") of New York State Form RP-412-a "Application For Real Property Tax Exemption" (the "Exemption Application") under Section 412-a of the New York State Real Property Tax Law and Section 874 of the Act and the approval of the Exemption Application by the appropriate assessors or Board of Assessment Review, the Facility shall be exempt from Real Estate Taxes (as defined below) commencing with: (i) the 2025-2026 School District tax year, and (ii) the 2026 County and City tax year. For purposes of the foregoing "Real Estate Taxes" means all general levy real estate taxes levied against the Facility by the County, City and School District. The Company shall provide to the Agency with the information necessary for the completion and filing of the Exemption Application and shall provide such additional information and take such actions as are required by the appropriate assessors or Board of Assessment Review to process and approve the Exemption Application. Notwithstanding anything contained herein or in the Leaseback Agreement to the contrary, in the event the exemption from Real Estate Taxes is denied for any reason, the Company shall pay (and hereby agrees to pay), all Real Estate Taxes levied upon the Facility as they become due. After giving written notice to the Agency, the Company may in good faith contest the denial of the Exemption Application, provided that (i) the overall operating efficiency of the Facility is not impaired and the Facility continues to qualify as a "project" under the Act; (ii) neither the Facility nor any part of or interest in it would be in any danger of being sold, forfeited or lost; or (iii) neither the Company nor the Agency, as a result of such contest, shall be in any danger of any civil or criminal liability. The Company hereby waives any claim or cause of action against the Agency, and releases the Agency from any liability to the Company, arising from the denial of an exemption from Real Estate Taxes.

B. Payee. As long as the Facility is owned by or leased to the Agency or under its jurisdiction, control or supervision, the Company shall pay, or cause to be paid, an amount equal to the Total PILOT Payment, as described on Schedule A attached hereto (the "Total PILOT Payment"), after receipt of a tax bill from the Agency. Failure to receive a tax bill shall not relieve the Company to make all payments provided for hereunder on or before January 1 of each calendar year (the "Payment Date"). Notwithstanding anything to the contrary herein, February 1 of each calendar year shall be the "Delinquency Date" hereunder. If for any reason, the Company does not receive a tax bill, the Company shall have the responsibility and obligation to make all reasonable inquiries to the Agency/Affected Tax Jurisdictions to have such tax bill issued, and thereafter make payment of the same by the Payment Date and in all instances prior to the Delinquency Date.

The parties agree and acknowledge that payments made hereunder are to obtain revenues for public purposes, and to provide a revenue source that the Affected Tax Jurisdictions would otherwise lose because the Land is not on the tax rolls.

1.2 Allocation. The Agency shall remit to the Affected Tax Jurisdictions amounts received hereunder within thirty (30) days of receipt of said payment and shall allocate said

payments among the Affected Tax Jurisdictions in the same proportion as ad valorem taxes would have been allocated but for the Agency's involvement, unless the Affected Tax Jurisdictions have consented in writing to an alternative allocation.

1.3 Tax Rates. For purposes of determining the allocation of the Total PILOT Payment among the Affected Tax Jurisdictions, the Agency shall use the last tax rate utilized for levy of taxes by each such jurisdiction. For County, City and special district purposes, the tax rates used to determine the allocation of the Total PILOT Payment shall be the tax rates relating to the calendar year which includes the PILOT payment due date. For School District purposes, the tax rates used to determine the PILOT payment shall be the rate relating to the City budget and School District year which includes the PILOT payment due date.

1.4 Valuation of Future Additions to the Facility: If there shall be a future addition to the Facility constructed or added in any manner after the completion of the Improvements and the installation of the Equipment, the Company shall notify the Agency of such future addition ("Future Addition"). The notice to the Agency shall contain a copy of the application for a building permit, plans and specifications, and any other relevant information that the Agency may thereafter request. Upon the earlier of substantial completion, or the issuance of a certificate of occupancy for any such Future Addition to the Facility, the Company shall become liable for payment of an increase in the Total PILOT Payment (the "Increased PILOT Payment"). The Agency shall notify the Company of any proposed increase in the Total PILOT Payment related to such Future Addition. If the Company shall disagree with the determination of assessed value for any Future Additions made by the Agency, then and in that event that valuation shall be fixed by a court of competent jurisdiction. Notwithstanding any disagreement between the Company and the Agency, the Company shall pay the Increased PILOT Payment until a different Total PILOT Payment shall be established. If a lesser Total PILOT Payment is determined in any proceeding or by subsequent agreement of the parties, the Total PILOT Payment shall be re-computed and any excess payment shall be refunded to the Company or, in the Agency's sole discretion, such excess payment shall be applied as a credit against the next succeeding PILOT payment(s).

1.5 Period of Benefits. The tax benefits provided for herein should be deemed to include (i) the 2025-2026 School District tax year through the 2056-2057 School District tax year, and (ii) the 2026 County and City tax year through the 2057 County and City tax year. This PILOT Agreement shall expire on **October 31, 2057**. In no event shall the Company be entitled to receive tax benefits relative to the Facility for more than the periods provided for herein, unless the period is extended by amendment to this Agreement executed by both parties after any applicable public hearings. The Company agrees that it will not seek any tax exemption for the Facility which could provide benefits for more than the periods provided for herein and specifically agrees that the exemptions provided for herein, to the extent actually received (based on the number of lease years elapsed), supersede and are in substitution of the exemptions provided by Section 485-b of the New York Real Property Tax Law ("RPTL"). It is hereby agreed and understood that the Affected Tax Jurisdictions can rely upon and enforce the above waiver to the same extent as if they were signatories hereto.



Section 2 - Special District Charges, Special Assessments and other Charges. Special district charges, special assessments, and special ad valorem levies (specifically including, but not limited to, fire district charges), and pure water charges and sewer charges are to be paid in full in accordance with normal billing practices.

Section 3 - Transfer of Facility. In the event that the Facility is transferred from the Agency to the Company, and the Company is ineligible for a continued tax exemption under some other tax incentive program, or the exemption would result in a payment to the Affected Tax Jurisdictions in excess of the payment described in Section 1 herein, or this Agreement terminates and the property is not timely transferred back to the Company, the Company agrees to pay no later than the next tax lien date (plus any applicable grace period), to each of the Affected Tax Jurisdictions, an amount equal to the taxes and assessments which would have been levied on the Facility if the Facility had been classified as fully taxable as of the date of transfer or loss of eligibility of all or a portion of the exemption described herein or date of termination.

Section 4 - Assessment Challenges.

4.1 During the term of this Agreement, the Company, as it relates to Real Estate Taxes, shall have the rights and remedies of a taxpayer as if and to the same extent as if the Company were the owner of the Facility, with respect to any proposed assessment or change in assessment with respect to the Facility by any of the Affected Tax Jurisdictions and likewise shall be entitled to protest before and be heard by the appropriate assessors or Board of Assessment Review, and shall be entitled to take any and all appropriate appeals or initiate any proceedings to review the validity or amount of any assessment or the validity or amount of any tax equivalent provided for herein.

4.2 The Company shall have all of the rights and remedies of a taxpayer with respect to any tax (other than Real Estate Taxes), service charge, special benefit, ad valorem levy, assessment, or special assessment or service charge in lieu of which the Company is obligated to make a payment pursuant to this Agreement, as if and to the same extent as if the Company were the owner of the Facility.

4.3 The Company shall (i) cause the appropriate real estate tax assessment office and tax levy officers to assess the Facility and apply tax rates to the respective assessments as if the Facility were owned by the Company, and (ii) file any accounts or tax returns required by the appropriate real estate tax assessment office and tax levy officers.

Section 5 - Changes in Law. To the extent the Facility is declared to be subject to taxation or assessment by an amendment to the Act, other legislative change, or by final judgment of a Court of competent jurisdiction, the obligations of the Company hereunder shall, to such extent, be null and void.

## Section 6 - Events of Default.

6.1 The following shall constitute "Events of Default" hereunder. The failure by the Company to: (i) make the payments described in Section 1 hereof *prior to the Delinquency Date*; (ii) make any other payments described herein on or before the last day of any applicable cure period within which said payment can be made without penalty; or (iii) the occurrence and continuance of any event of default under the Leaseback Agreement after any applicable cure periods. Upon the occurrence of any Event of Default hereunder, in addition to any other right or remedy the Agency and/or the Affected Tax Jurisdictions may have at law or in equity, the Agency and/or Affected Tax Jurisdictions may, immediately and without further notice to the Company (but with notice to the Agency with respect to actions maintained by the Affected Tax Jurisdictions), pursue any action in the courts to enforce payment or to otherwise recover directly from the Company any amounts so in default. The Agency and the Company hereby acknowledge the right of the Affected Tax Jurisdictions to recover directly from the Company any amounts so in default pursuant to Section 874(6) of the General Municipal Law and the Company shall immediately notify the Agency of any action brought, or other measure taken, by any Affected Tax Jurisdiction to recover any such amount.

6.2 If payments pursuant to Section 1 and Section 2 herein are not made by the Delinquency Dates, or if any other payment required to be made hereunder is not made by the last day of any applicable cure period within which said payment can be made without penalty, the Company shall pay penalties and interest as follows. With respect to payments to be made pursuant to Section 1 herein, if said payment is not received by the Delinquency Date defined in Section 6.1 herein, Company shall pay, in addition to said payment, (i) a late payment penalty equal to five percent (5%) of the amount due and (ii) for each month, or any part thereof, that any such payment is delinquent beyond the first month, interest on the total amount due plus the late payment penalty, in an amount equal to one percent (1%) per month; and, with respect to all other payments due hereunder, if said payment is not paid within any applicable cure period, the Company shall pay, in addition to said payment, the greater of the applicable penalties and interest or penalties and interest which would have been incurred had payments made hereunder been tax payments to the Affected Tax Jurisdictions.

Section 7 - Assignment. No portion of any interest in this Agreement may be assigned by the Company, nor shall any person other than the Company be entitled to succeed to or otherwise obtain any benefits of the Company hereunder without the prior written consent of the Agency, which shall not be unreasonably withheld or delayed.

## Section 8 - Miscellaneous.

8.1 This Agreement may be executed in any number of counterparts each of which shall be deemed an original but which together shall constitute a single instrument.

8.2 All notices, certificates and other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when delivered and, if delivered by mail, shall be sent by certified mail, postage prepaid, addressed as follows:

To the Agency: New Rochelle Industrial Development Agency  
515 North Avenue  
New Rochelle, New York 10801  
Attn: Executive Director

With a copy to: Harris Beach Murtha Cullina PLLC  
99 Garnsey Road  
Pittsford, New York 14534  
Attn: Christopher A. Andreucci, Esq.

To the Company: 14 Le Count Place LLC  
480 Bedford Road  
Chappaqua, New York 10514  
Attn: William G. Balter

With a copy to: Cuddy & Fedder LLP  
445 Hamilton Avenue  
14th Floor  
White Plains, NY 10601  
Attn: Kenneth Jurist, Esq.

WBP Development LLC  
480 Bedford Road  
Chappaqua, New York 10514  
Attn: James Wendling

L&M Development Partners  
1865 Palmer Avenue  
Larchmont, NY 10538  
Attn: Sara Levenson and Spencer Orkus

or at such other address as any party may from time to time furnish to the other party by notice given in accordance with the provisions of this Section. All notices shall be deemed given when mailed or personally delivered in the manner provided in this Section.

8.3 This Agreement shall be governed by, and all matters in connection herewith shall be construed and enforced in accordance with, the laws of the State of New York applicable to agreements executed and to be wholly performed therein and the parties hereto hereby agree to submit to the personal jurisdiction of the federal or state courts located in the Westchester County, New York.

8.4 Notwithstanding any other term or condition contained herein, all obligations of the Agency hereunder shall constitute a special obligation payable solely from the revenues and other monies, if any, derived from the Facility and paid to the Agency by the Company. Neither any member, officer, employee, agent (other than the Company) or servant of the Agency nor

any person executing this Agreement on its behalf shall be liable personally under this Agreement. No recourse shall be had for the payment of the principal or interest on amounts due hereunder or for any claim based upon or in respect of any modification of or supplement hereto against any past, present or future member, officer, agent (other than the Company), servant, or employee, as such, of the Agency, or of any successor or political subdivision, either directly or through the Agency or any such successor, all such liability of such members, officer, agents (other than the Company), servants and employees being, to the extent permitted by law, expressly waived and released by the acceptance hereof and as part of the consideration for the execution of this Agreement.

[Signature Page to PILOT Agreement]

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

**NEW ROCHELLE INDUSTRIAL  
DEVELOPMENT AGENCY**

By:   
Name: Adam Salgado  
Title: Executive Director

**14 LE COUNT PLACE LLC**

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


[Signature Page to PILOT Agreement]

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

**NEW ROCHELLE INDUSTRIAL  
DEVELOPMENT AGENCY**

By: \_\_\_\_\_  
Name: Adam Salgado  
Title: Executive Director

**14 LE COUNT PLACE LLC**

By:  \_\_\_\_\_  
Name: William G. Balter  
Title: Authorized Signatory

**SCHEDULE A**

to

PILOT Agreement dated as of March 1, 2025, between  
New Rochelle Industrial Development Agency -and- 14 Le Count Place LLC

<b>PILOT Year</b>	<b>County and City Tax Year</b>	<b>School District Tax Year</b>	<b>Total PILOT Payment</b>
<i>Construction Period</i>	<i>----</i>	<i>2025-2026</i>	<i>\$76,565</i>
<i>Construction Period</i>	<i>2026</i>	<i>2026-2027</i>	<i>\$117,400</i>
<i>Construction Period</i>	<i>2027</i>	<i>2027-2028</i>	<i>\$117,400</i>
<i>Construction Period</i>	<i>2028</i>	<i>----</i>	<i>\$40,835</i>
Year 1	2029	2028-2029	\$286,249
Year 2	2030	2029-2030	286,249
Year 3	2031	2030-2031	297,813
Year 4	2032	2031-2032	303,770
Year 5	2033	2032-2033	309,845
Year 6	2034	2033-2034	316,042
Year 7	2035	2034-2035	322,363
Year 8	2036	2035-2036	328,810
Year 9	2037	2036-2037	335,386
Year 10	2038	2037-2038	342,094
Year 11	2039	2038-2039	348,936
Year 12	2040	2039-2040	355,915
Year 13	2041	2040-2041	363,033
Year 14	2042	2041-2042	370,293
Year 15	2043	2042-2043	377,699
Year 16	2044	2043-2044	385,253
Year 17	2045	2044-2045	392,958
Year 18	2046	2045-2046	400,818
Year 19	2047	2046-2047	408,834
Year 20	2048	2047-2048	417,011
Year 21	2049	2048-2049	425,351
Year 22	2050	2049-2050	433,858
Year 23	2051	2050-2051	442,535
Year 24	2052	2051-2052	451,386
Year 25	2053	2052-2053	460,413
Year 26	2054	2053-2054	469,622
Year 27	2055	2054-2055	479,014
Year 28	2056	2055-2056	488,594
Year 29	2057	2056-2057	498,366
Year 30	2058	2057-2058	508,334
After Year 30...Full Taxes			



### **Exhibit A - Property Description**

The Unit designated and described as Unit No. 2 (the "Unit") in the Condominium Declaration and any amendments thereto (collectively, the "Declaration") establishing Le Count and Main Condominium (the "Condominium" or the "Property"), made by the sponsor under the Condominium Act of the State of New York (Article 9-B of the Real Property Law of the State of New York) dated 5/18/2018 and recorded in the Office of the Westchester County Clerk, Division of Land Records, New York as Control No. 581413342, as amended by an Amendment to the Declaration recorded on 05/31/2019 as Control No. 591513145 and as further amended by Second Amendment to the Declaration recorded on 07/24/2019 as Control No. 592043040 and designated as Section 1, Block 228 and Lot 200 on the tax map of the City of New Rochelle and on the floor plans of the buildings located on the Property, certified by Richard J. Metsky, Registered Architect, and filed in the said Clerk's Office on 5/22 /2018 as Map No. 29171 (the "Floor Plans"). The location of the building in which the aforesaid Unit is located (the "Building") is shown on the Floor Plans.

TOGETHER with an undivided 36.67% interest in the common elements.

TOGETHER with the terms, easements and encroachments granted in the Condominium Declaration and any amendments thereto.

The land upon which the condominium unit insured herein lies is more particularly bounded and described as follows:

ALL that certain plot, piece or parcel of land, situate, lying and being in the City of New Rochelle, County of Westchester and State of New York, designated as Lot Nos. 3,4,5,6,9,10,11,15, and 16, and portions of Lots 2 and 7 as shown on a certain Map entitled "Map of Lots in New Rochelle, New York, belonging to the heirs of William Le Count, deceased", made by W.H. Disbrow, Civil Engineer, dated June 1887, and filed in the Office of the Register of the County of Westchester, now known as Westchester County Clerk's Office, Division of Land Records on January 14, 1888, as Map No 109, together with a portion of the former bed of Le Count Place as shown on a certain map entitled "Amended Revised Map of Parcel Numbers 2,3,4,5 & 6-7 Cedar Street Redevelopment Project situated in the City of New Rochelle, Westchester County N.Y.", and filed in the Westchester County Clerk's Office, Division of Land Records on February 15, 1968 as Map 15803 bounded and described a follows:

BEGINNING at a point on the westerly side of Le Count Place distant 98.90 feet northerly from the corner formed by the intersection of the westerly side of Le Count Place and the northerly side of Main Street;

RUNNING THENCE along the northerly line of Lots 8 and 7 as shown on said Map, South 64 degrees 45 minutes 00 seconds West, 51.48 feet to a point;

RUNNING THENCE through said Lot 7, South 25 degrees 15 minutes 00 seconds East, 103.57 feet to a point on the northwesterly side of Main Street;

RUNNING THENCE along said northwesterly side of Main Street, South 59 degrees 34 minutes 00 seconds West, 158.53 feet to the corner formed by the intersection of the northwesterly side of Main Street with the easterly side of North Avenue (formerly Rose Street);

RUNNING THENCE along said easterly side of North Avenue (formerly Rose Street) North 25 degrees 15 minutes 00 seconds West, 217.89 feet to a point;

RUNNING THENCE along the southerly line of Lot 17 as shown on said Map, North 64 degrees 45 minutes 00 seconds East, 100.00 feet to a point;

RUNNING THENCE along the easterly line of Lot 17, North 25 degrees 15 minutes 00 seconds West, 50.00 feet to a point;

RUNNING THENCE along the southerly line of Lot 12 as shown on said Map, and continuing through the former roadbed of Le Count Place, North 64 degrees 45 minutes 00 seconds East, 111.46 feet to a point on the west side of Le Count Place, as now aligned;

THENCE along said westerly side of Le Count Place and the arc of a curve bearing to the left having a radius of 3200.00 feet, a distance of 115.93 feet;

THENCE CONTINUING along the westerly side of Le Count Place, South 25 degrees 15 minutes 00 seconds East 34.10 feet to the point or place of BEGINNING.

March 27, 2025

**HARRIS BEACH MURTHA**  
ATTORNEYS AT LAW

445 HAMILTON AVENUE, SUITE 1206  
WHITE PLAINS, NEW YORK 10601  
914.683.1200

**ADRIANA M. BARANELLO**  
ASSOCIATE  
DIRECT: (914).298.3023  
FAX: 914.683.1210  
ABARANELLO@HARRISBEACHMURTHA.COM

**VIA FEDERAL EXPRESS**

**#2867 7865 7264**

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

**VIA FEDERAL EXPRESS**

**#2867 7889 5650**

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

***Re: Crescent Manor Owner LLC, Crescent Manor Senior Housing Development  
Fund Corporation and County of Westchester Industrial Development Agency***

***PILOT Agreement and NYS Form RP-412-a, "Application for Real Property  
Tax Exemption"***

***Premises: 138-140 Croton Avenue, Village of Ossining, NY  
Section 89.16, Block 7, Lot 80.1 (formerly 79&80)***

Dear Mr. Fouassier and Ms. Perlowitz:

On behalf of the County of Westchester Industrial Development Agency, I have enclosed for you, the Assessor and Receiver of Taxes for the jurisdiction within which the above-referenced project is located, a completed and signed NYS Form RP-412-a "Application for Real Property Tax Exemption" with a signed copy of the related PILOT Agreement.

Mr. Michael Fouassier, DPA, IAO  
Ms. Holly Perlowitz, Receiver of Taxes  
March 27, 2025  
Page 2

Should you have questions, please contact me at (914) 298-3023. Thank you.

Very truly yours,

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

Adriana M. Baranello

AMB/aa

Enclosures

cc: Joan McDonald  
Affected Taxing Jurisdiction Officials indicated on Schedule A attached hereto  
(w/encs. – copies)

Mr. Michael Fouassier, DPA, IAO  
Ms. Holly Perlowitz, Receiver of Taxes  
March 27, 2025  
Page 3

Schedule A

**WESTCHESTER COUNTY**

Via Certified Mail

No. 9489 0090 0027 6674 8675 70

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

Via Certified Mail

No. 9489 0090 0027 6674 8675 94

Tami S. Altschiller, Esq.  
Contracts and Real Estate Bureau  
Westchester County Attorney's Office  
148 Martine Avenue, 6<sup>th</sup> Floor  
White Plains, New York 10601

Via Certified Mail

No. 9489 0090 0027 6674 8676 17

Westchester County Tax Commission  
Attn: Executive Director  
110 Dr. Martin Luther King Jr. Blvd.  
Room L-222  
White Plains, New York 10601

**VILLAGE OF OSSINING**

Via Certified Mail

No. 9489 0090 0027 6674 8676 31

Mayor Rika Levin  
Village of Ossining  
16 Croton Avenue  
Ossining, New York 10562

Via Certified Mail

No. 9489 0090 0027 6674 8676 55

Karen D'Attore, Village Manager  
Village of Ossining  
16 Croton Avenue  
Ossining, New York 10562

Via Certified Mail

No. 9489 0090 0027 6674 8675 87

The Honorable Vedat Gashi  
Chair of Westchester County Board of Legislators  
148 Martine Avenue, 8<sup>th</sup> Floor  
White Plains, New York 10601

Via Certified Mail

No. 9489 0090 0027 6674 8676 00

Karin E. Hablow, Commissioner  
Westchester County Department of Finance  
148 Martine Avenue, Suite 720  
White Plains, New York 10601

Via Certified Mail

No. 9489 0090 0027 6674 8676 24

Diane Atkins  
First Deputy Commissioner  
Westchester County Department of Finance  
148 Martine Avenue, Suite 720  
White Plains, New York 10601

Via Certified Mail

No. 9489 0090 0027 6674 8676 48

Dale Brennan, Treasurer  
Village of Ossining  
16 Croton Avenue  
Ossining, New York 10562

Mr. Michael Fouassier, DPA, IAO  
Ms. Holly Perlowitz, Receiver of Taxes  
March 27, 2025  
Page 4

## **TOWN OF OSSINING**

### Via Certified Mail

No. 9489 0090 0027 6674 8676 62  
The Honorable Elizabeth R. Feldman  
Town Supervisor  
Town of Ossining  
16 Croton Avenue  
Ossining, New York 10562

### Via Certified Mail

No. 9489 0090 0027 6674 8676 79  
Martha Quituisaca, Budget Director  
Town of Ossining  
16 Croton Avenue  
Ossining, New York 10562

## **OSSINING UNION FREE SCHOOL DISTRICT**

### Via Certified Mail

No. 9489 0090 0027 6674 8676 86  
Ms. Mary Fox-Alter  
Superintendent  
Ossining Union Free School District  
400 Executive Boulevard  
Ossining, New York 10562

### Via Certified Mail

No. 9489 0090 0027 6674 8676 93  
Ms. Christine Mangiamele  
President, Board of Education  
Ossining Union Free School District  
400 Executive Boulevard  
Ossining, New York 10562

### Via Certified Mail

No. 9489 0090 0027 6674 8677 09  
Ms. Ileana Ortiz  
District Clerk  
Ossining Union Free School District  
400 Executive Boulevard  
Ossining, New York 10562



NYS DEPARTMENT OF TAXATION & FINANCE  
OFFICE OF REAL PROPERTY TAX SERVICES

RP-412-a (1/95)

INDUSTRIAL DEVELOPMENT AGENCIES  
APPLICATION FOR REAL PROPERTY TAX EXEMPTION  
(Real Property Tax Law, Section 412-a and General Municipal Law, Section 874)

1. **INDUSTRIAL DEVELOPMENT AGENCY (IDA)**

Name County of Westchester IDA  
Street 148 Martine Avenue  
City White Plains, New York  
Telephone no. Day (914 ) 995-2900  
Evening ( ) \_\_\_\_\_  
Contact Joan McDonald  
Title Chairperson

2. **OCCUPANT (IF OTHER THAN IDA)**

(If more than one occupant attach separate listing)

Name Crescent Manor Owner LLC  
Street c/o MacQuesten Development, LLC  
438 Fifth Avenue, Suite 100  
City Pelham, New York 10803  
Telephone no. Day ( 914 ) 667-7227  
Evening ( ) \_\_\_\_\_  
Contact Rella Fogliano  
Title Manager

3. **DESCRIPTION OF PARCEL**

- a. Assessment roll description (tax map no./roll year)  
89.16-7-80.1 (formerly 79&80)  
b. Street address 138-140 Croton Avenue  
c. City, Town or Village T. and V. of Ossining

- d. School District Ossining Central  
e. County Westchester  
f. Current assessment \_\_\_\_\_  
g. Deed to IDA (date recorded; liber and page)  
Lease to IDA (pending; pending)

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

- a. Brief description (include property use) The construction, installation and equipping of a 3.5 story building containing 74 affordable senior multi-family housing units, up to 3,500 sf of planned retail/flexible community space, parking and related improvements, all described in the attached PILOT Agreement  
b. Type of construction Mixed Use  
c. Square footage \_\_\_\_\_  
d. Total cost Approx. \$43,350,000  
e. Date construction commenced Immediately  
f. Projected expiration of exemption (i.e. date when property is no longer possessed, controlled, supervised or under the jurisdiction of IDA)  
December 31, 2060

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

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

- a. Formula for payment See attached PILOT Agreement  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
b. Projected expiration date of agreement December 31, 2060



c. Municipal corporations to which payments will be made

	Yes	No
County <u>Westchester</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Town/City <u>Ossining</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Village <u>Ossining</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
School District <u>Ossining Central</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

d. Person or entity responsible for payment

Name Crescent Manor Owner LLC  
 Title Attn: Joseph Apicella  
c/o MacQuesten Development, LLC  
 Address 438 Fifth Avenue, Suite 100  
Pelham, New York 10803

e. Is the IDA the owner of the property? Yes ☐ No ☒ (check one)

If "No" identify owner and explain IDA rights or interest in an attached statement. IDA has a leasehold interest in property.

Telephone (914) 667-7227

6. Is the property receiving or has the property ever received any other exemption from real property taxation? (check one) Yes ☐ No ☒

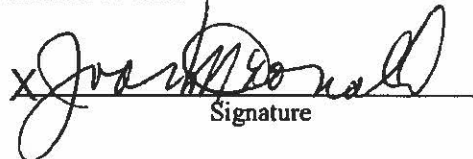
If yes, list the statutory exemption reference and assessment roll year on which granted:  
 exemption \_\_\_\_\_ assessment roll year \_\_\_\_\_

7. A copy of this application, including all attachments, has been mailed or delivered on 3/27/25 (date) to the chief executive official of each municipality within which the project is located as indicated in Item 3.

### CERTIFICATION

I, Joan McDonald, Chairperson of \_\_\_\_\_ of \_\_\_\_\_  
 Name Title  
County of Westchester IDA hereby certify that the information  
 Organization  
 on this application and accompanying papers constitutes a true statement of facts.

March 21, 2024  
 Date

  
 Signature

### FOR USE BY ASSESSOR

1. Date application filed \_\_\_\_\_
2. Applicable taxable status date \_\_\_\_\_
- 3a. Agreement (or extract) date \_\_\_\_\_
- 3b. Projected exemption expiration (year) \_\_\_\_\_
4. Assessed valuation of parcel in first year of exemption \$ \_\_\_\_\_
5. Special assessments and special ad valorem levies for which the parcel is liable:  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Assessor's signature

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**COUNTY OF WESTCHESTER INDUSTRIAL DEVELOPMENT AGENCY**

and

**CRESCENT MANOR OWNER LLC**

and

**CRESCENT MANOR SENIOR HOUSING DEVELOPMENT FUND CORPORATION**

**PAYMENT IN LIEU OF TAXES AGREEMENT**

**CRESCENT MANOR OSSINING PROJECT**

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**Dated:** March 1, 2025

**IDA OSC Project Code:**

5506-25-01A

**Street Address:**

138-140 Croton Avenue  
Village of Ossining, New York

**Tax Map No(s):**

Section: 89.16

Block: 7

Lot(s): 80.1

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(This Table of Contents is not a part of the  
Payment in Lieu of Taxes Agreement and is for convenience of reference only.)

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## PAYMENT IN LIEU OF TAXES AGREEMENT

PAYMENT IN LIEU OF TAXES AGREEMENT, dated as of March 1, 2025 (this “PILOT Agreement”), by and between the **COUNTY OF WESTCHESTER INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation of the State of New York (the “State”) having an office for the transaction of business at 148 Martine Avenue, White Plains, New York 10601 (the “Agency” or the “Issuer”), and **CRESCENT MANOR OWNER LLC**, a limited liability company duly organized and existing under the laws of the State of New York (“**Crescent Manor LLC**”) and **CRESCENT MANOR SENIOR HOUSING DEVELOPMENT FUND CORPORATION.**, a housing development fund company formed pursuant to Article XI of the Private Housing Finance Law of the State of New York (the “**HDFC**”, and together with Crescent Manor LLC, jointly and severally, the “**Company**”), each having an office at c/o MacQuesten Development, LLC, 438 Fifth Avenue, Suite 100, Pelham, New York 10803. Capitalized terms used in the recitals to and within this Agreement and not otherwise defined herein shall have the respective meanings assigned to such terms in that certain Indenture of Trust, dated as of March 1, 2025 (as may be amended, restated and/or supplemented from time to time, the “**Indenture**”), between the Agency and U.S. Bank Trust Company, National Association, as trustee (the “**Trustee**”). For purposes of this Agreement, the term Company shall include and refer to each of Crescent Manor LLC and the HDFC, named herein and subject to the terms hereof, their undertakings hereunder shall be joint and several and each representation, warranty and covenant and agreement in this Agreement shall apply to each such Company named herein. Capitalized terms used in the recitals to and within this PILOT Agreement and not otherwise defined herein shall have the respective meanings assigned to such terms in the Project Agreement (defined below) or the Indenture, as context so requires.

### WITNESSETH:

WHEREAS, Title 1 of Article 18-A of the General Municipal Law of the State (the “IDA Act”) was duly enacted into law as Chapter 1030 of the Laws of 1969 of the State; and

WHEREAS, the IDA Act, as amended from time to time, authorizes and provides for the creation of industrial development agencies for the benefit of the several counties, cities, villages and towns in the State and empowers such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip and furnish real and personal property, whether or not now in existence or under construction, which shall be suitable for, among other things, manufacturing, warehousing, research, civic, commercial or industrial purposes, in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State and to improve their recreation opportunities, prosperity and standard of living; and

WHEREAS, the Enabling Act further authorizes each such agency to lease and to sell its projects, to charge and collect rent therefor, to mortgage any or all of its facilities and to enter into an agreement which includes provisions such as those contained in this PILOT Agreement; and

WHEREAS, pursuant to and in accordance with the provisions of the IDA Act, Chapter 788 of the Laws of 1976 of the State, as amended by Chapter 564 of the Laws of 1983 (said

chapter and the IDA Act, as amended, being hereinafter collectively referred to as the “Act”), the Agency was created for the benefit of the County of Westchester and the inhabitants thereof and is empowered under the Act to undertake projects in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State and to improve their standard of living; and

WHEREAS, to accomplish the purposes of the Act, the Agency has entered into negotiations with the Company for a commercial “project” (as such term is defined in the Act), to be located within the territorial boundaries of the Village of Ossining (the “Village”) and Town of Ossining (the “Town”), on approximately 0.8 acres of land, at premises known as 138-140 Croton Avenue (Section 89.16, Block 7, Lot 80.1), Ossining, New York (the “Land”); and

WHEREAS, 136-140 Croton Avenue, LLC, which is an Affiliate of the HDFC and of Crescent Manor LLC, has submitted an application (the “Application”) to the Issuer, requesting that the Issuer issue, in one or more series or subseries, as part of a plan of financing, its (i) Tax-Exempt Multi-Family Housing Revenue Bonds (Crescent Manor Ossining Project) Series 2025A-1 (the “Series 2025A-1 Bonds”) in the aggregate principal amount not to exceed \$9,700,000, and (ii) Tax-Exempt Multi-Family Housing Revenue Bonds (Crescent Manor Ossining Project) Series 2025A-2 (the “Series 2025A-2 Bonds”; and, together with the Series 2025A-1 Bonds, the “Bonds”), in the aggregate principal amount not to exceed \$15,300,000 for the purpose of financing a certain project (the “Project”) consisting of: (1) the Issuer taking title, possession or control (by deed, lease, license or otherwise) of the land and improvements located on the Land (the “Project Property”) and the lease or sublease of the Project Property back to the Company; (2) the construction, installation, and equipping upon the Project Property of a 3.5 story building containing: (i) 74 units of affordable, senior multi-family residential rental housing (33 studios, 40 one-bedroom units) set at 40%, 50% and 60% of area median income and 1 two-bedroom superintendent’s unit, (ii) up to 3,500 sf of planned retail and flexible community space, and (iii) two levels of parking for residents and retail customers totaling 79 parking spaces (collectively, the “Improvements”); (3) the acquisition and installation in and around the Improvements of certain items of equipment and other tangible personal property (the “Equipment”; and, together with the Project Property and Improvements, the “Facility”, all as more fully described in the Application, as defined in the Project Agreement); and (4) (4) funding a debt service reserve fund for the Series 2025A-1 Bonds, if any, and capitalized interest, if any, and (5) the paying of certain costs and expenses incidental to the issuance of Bonds (the costs associated with items (1) through (5) above being hereinafter referred to as the “Project Costs”); and

WHEREAS, in furtherance of such purposes, on October 26, 2023, the Agency adopted a resolution (the “Resolution”) authorizing the undertaking of the Project and the execution and delivery of this Agreement, the Project Documents, and any and all documents and instruments, and any and all acts and things necessary or proper for carrying out the Project; and

WHEREAS, the Agency has this day acquired a leasehold title interest in the Facility, more particularly described in Schedule “A” attached hereto and the improvements located thereon and improvements or additions to be constructed thereon, together with various items of equipment to be utilized in connection therewith, and subject to the Company Lease; and



WHEREAS, said Facility is to be used for the purposes set forth in the Project Agreement and Indenture all in accordance with the Act; and

WHEREAS, the Project is located within the boundaries of the Municipalities (as defined in Section 1.1, below); and

WHEREAS, under the present provisions of the Act and Section 412-a of the RPTL (as defined in Section 1.1, below), the Agency is not required to pay Real Estate Taxes (as defined in Section 1.1, below) upon any of the property acquired by it or under its jurisdiction or supervision or control, such as will occur under the Company Lease and the Leaseback Agreement; and

WHEREAS, the Agency has made it a condition to its entering into this Project and the Project Agreement that the Company agree to make PILOT Payments (as defined in Section 1.1, below) pursuant to this PILOT Agreement with respect to the Project; and

WHEREAS, the Municipalities rely on future receipt of real property taxes which would be received by the Municipalities but for the involvement of the Agency in the Project, including, without limitation, Real Estate Taxes; and

WHEREAS, the PILOT Payments contemplated by this PILOT Agreement are in lieu of Real Estate Taxes which would be payable with respect to the Project during the term of this PILOT Agreement; and

WHEREAS, the Company is desirous that the Agency enter into the Project Documents, and the Company is willing to enter into this PILOT Agreement in order to induce the Agency to enter into the Project Documents;

NOW, THEREFORE, in consideration of the matters above recited, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereto formally covenant, agree and bind themselves as follows:

## ARTICLE I

### DEFINITIONS

**Section 1.1. Definitions.** The following words and terms used in this PILOT Agreement shall have the respective meanings set forth below unless the context or use indicates another or different meaning or intent:

“Act” means the Act described in the recitals hereto.

“Affiliate” shall mean a Person which directly or indirectly through one or more intermediaries’ controls, or is under common control with, or is controlled by, such Person

(which includes the Company). The term “control” (including the related terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person (including the Company), whether through the ownership of voting securities, by contract or otherwise.

“Agency” means (A) the County of Westchester Industrial Development Agency and its successors and assigns, and (B) any public benefit corporation or other public corporation resulting from or surviving any consolidation or merger to which the County of Westchester Industrial Development Agency or its successors or assigns may be a party.

“Application” means the Application described in the recitals hereto.

“Assessor” means the individual lawfully appointed by the Town to determine the assessment of the Project.

“Company” means Crescent Manor Owner LLC, a New York limited liability company and Crescent Manor Senior Housing Development Fund Corporation, and their respective successors and/or assigns.

“County” means the County of Westchester.

“Environmental Laws” means all Federal, state and local environmental laws or regulations having the force of law applicable to the Project.

“Equipment” means the Equipment described in the recitals hereto.

“Event of Default” means, with respect to this PILOT Agreement, any of those events defined as Events of Default by the terms of Article V hereof.

“Facility” means the Facility described in the recitals hereto.

“Governmental Authority” means the United States, the State, any other state and any political subdivision thereof, and any agency, department, commission, board, bureau or instrumentality of any of them.

“Hazardous Materials” means all hazardous materials including, without limitation, any flammable explosives, radioactive materials, radon, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum, petroleum products, methane, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, *et seq.*), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801, *et seq.*), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sections 9601, *et seq.*), Articles 15 or 27 of the State Environmental Conservation Law, or in the regulations adopted and publications promulgated pursuant thereto, or any other Federal, state or local environmental law, ordinance, rule or regulation having the force of law.

“IDA Act” means the IDA Act described in the recitals hereto.

“Municipalities” means the Town, the Village, the County and the School District.

“Person” shall mean any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision thereof or other entity.

“Permitted Mortgagee” shall mean a bona fide third-party mortgage lender which is not an Affiliate of the Company.

“PILOT Agreement” means this payment-in-lieu-of-tax agreement, as the same may be amended or supplemented from time to time.

“PILOT Mortgage” means the PILOT Mortgage described in Section 3.2(b), below, as amended from time to time.

“PILOT Payments” means payments in lieu of real estate taxes made pursuant to this PILOT Agreement with respect to the Project.

“Project” means the Project described in the recitals hereto.

“Project Agreement” means that certain Project Agreement by and between the Agency and the Company, dated as of the date hereof, as the same may be amended or supplemented from time to time.

“Project Completion” means the completion of the construction of the improvements to the Project Property as contemplated and described in the sixth recital paragraph of this PILOT Agreement and the issuance by the Town of Ossining of a temporary or permanent Certificate of Occupancy for the Facility.

“Project Property” means the Project Property described in the recitals hereto.

“Real Estate Taxes” means the real property taxes which would be received by the Municipalities but for the involvement of the Agency in the Project.

“Resolution” means the resolution of the Agency adopted on October 26, 2023, authorizing the transactions contemplated by this PILOT Agreement in accordance with the Act.

“RPTL” means the Real Property Tax Law of the State, as amended.

“Sales Tax Letter” means the Letter of Authorization for Sales Tax Exemption made available to the Company (or to a sub-agent of the Company) by the Agency pursuant to Article II of the Project Agreement.

“School District” means the Ossining Union Free School District.

“Special Levies” means certain special assessments and ad valorem levies.

“State” means the State of New York.

“Substitution Notice” means the Substitution Notice described in Section 3.5, below.

“Taxable Equivalent Assessment” has the meaning ascribed in Section 3.1(e) below.

“Town” means the Town of Ossining, New York.

“Village” means the Village of Ossining, New York.

## **ARTICLE II**

### **REPRESENTATIONS AND WARRANTIES**

#### **Section 2.1. Representations and Warranties of Agency.**

The Agency represents and warrants as follows:

(a) Existence and Power. The Agency has been duly established under the provisions of the Act, has duly adopted the Resolution and has the power to enter into the transactions contemplated by this PILOT Agreement.

(b) Further Assurances. The Agency will execute, acknowledge and deliver, at the sole cost and expense of the Company, all such further deeds, conveyances, mortgages, assignments, estoppel certificates, notices or assignments, transfers, assurances and other agreements as the Municipalities, the Company and/or any Permitted Mortgagee may reasonably require from time to time in order to give further effect to this PILOT Agreement.

(c) Intentions. The Agency intends to provide for the consummation and completion of the Project in accordance with the provisions of the Project Agreement.

(d) Authorization. The Agency is authorized and has the corporate power and authority under the Act, its by-laws and the laws of the State to enter into this PILOT Agreement and the transactions contemplated hereby and to perform and carry out all the covenants and obligations on its part to be performed under and pursuant to this PILOT Agreement. By proper corporate action on the part of its members and without the need for any other actions or consents, the Agency has duly authorized the execution, delivery and performance of this PILOT Agreement and the consummation of the transactions herein contemplated.

(e) Validity. The Agency is not prohibited from entering into this PILOT Agreement and performing all covenants and obligations on its part to be performed under and pursuant to this PILOT Agreement by the terms, conditions or provisions of the Act, any other law, any order of any court or other agency or agreement to which the Agency is a party or by which the Agency is bound and this PILOT Agreement is the legal, valid and binding obligation of the

Agency, enforceable against the Agency in accordance with its terms. There are no actions, suits or proceedings pending, or to the best knowledge of the Agency, threatened against the Agency, relating to or before any court or other agency or governmental authority which would have a material adverse impact on the ability of the Agency to perform its obligations under this PILOT Agreement.

## **Section 2.2. Representations and Warranties of Company.**

The Company represents and warrants as follows:

(a) **Power.** The Company, meaning both of (i) Crescent Manor Owner LLC, which is a limited liability company duly organized, validly existing and in good standing under the laws of the State of New York, and (ii) Crescent Manor Senior Housing Development Fund Corporation, which is a housing development fund company formed pursuant to Article XI of the Private Housing Finance Law of the State of New York, by proper action each has been duly authorized to execute, deliver and perform this PILOT Agreement.

(b) **Authorization.** The Company is authorized and has the power under the laws of the State of New York to enter into this PILOT Agreement and the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this PILOT Agreement. The Company is not prohibited from entering into this PILOT Agreement and discharging and performing all covenants and obligations on its part to be performed under and pursuant to this PILOT Agreement, and the execution, delivery and performance of this PILOT Agreement, the consummation of the transactions contemplated hereby and the fulfillment of the compliance with the provisions of this PILOT Agreement will not conflict with or violate or constitute a breach of or a default under the terms, conditions or provisions of the operating agreement of the Company or any law, rule, regulation or order of any court or other agency or authority of government, or any contractual limitation, restriction or indenture, deed of trust, mortgage, loan agreement, other evidence of indebtedness or any other agreement or instrument to which the Company is a party or by which it or any of its property is bound, and neither the Company's discharging and performing all covenants and obligations on its part to be performed under and pursuant to this PILOT Agreement will be in conflict with or result in a breach of or constitute (with due notice and/or lapse of time) a default under any of the foregoing, or result in the creation or imposition or any lien of any nature upon any of the property of the Company under the terms of any of the foregoing. This PILOT Agreement is the legal, valid and binding obligation of the Company enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, reorganization, insolvency or other similar laws affecting the enforcement of creditors' rights generally, and by general principles of equity (regardless of whether considered in a proceeding in equity or at law).

(c) **Hazardous Materials.** The Company has not used Hazardous Materials, asbestos, petroleum or petroleum by-products on, from, or affecting the Project in any manner which violates Federal, state or local laws, ordinances, rules, regulations, or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials, asbestos, petroleum or petroleum by-products.

(d) Compliance with Environmental Laws. The Company shall not cause or permit the Project or any part thereof to be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process Hazardous Materials, asbestos, petroleum or petroleum by-products, other than gas and/or other fuel used for heating, cooking and other ordinary purposes consistent with a multi-unit residential building, except in compliance with all Environmental Laws, nor shall the Company cause or permit, as a result of any intentional or unintentional act or omission on the part of the Company or any tenant or subtenant, a release of Hazardous Materials, asbestos, petroleum or petroleum by-products, other than gas and/or other fuel used for heating, cooking and other ordinary purposes consistent with a multi-unit residential building, onto the Project or onto any other property in violation of any Environmental Laws.

(e) No Actions. To the knowledge of the Company, there are no actions or proceedings pending or threatened against the Company which would have a material effect on the ability of the Company to discharge its obligations hereunder in accordance with the terms hereof.

(f) No Consents Required. Except as otherwise set forth herein, no consent or approval of any third party is required in order for the Company to execute, deliver and perform this PILOT Agreement in accordance with its terms.

### **ARTICLE III**

#### **COVENANTS AND AGREEMENTS**

##### **Section 3.1. Tax Exempt Status of Project.**

(a) Assessment of the Project Property. Pursuant to Section 874 of the General Municipal Law and Section 412-a of the RPTL, upon acquisition of title to and/or a leasehold interest in the Project Property by the Agency, and continuing for the period during which the Agency maintains title to and/or a leasehold interest in the Project Property (it being understood that the Agency is obligated to transfer title and/or terminate or assign its leasehold interest to the Company pursuant to Section 6.1, below), the Project Property shall be assessed as exempt upon the assessment rolls of the Municipalities prepared subsequent to the acquisition by the Agency of title to and/or a leasehold interest in the Project Property, except for Special Levies (hereinafter defined). The Project Property shall be entitled to such exempt status on the assessment rolls of the Municipalities from the first tentative roll date (January 1) following (i) the Agency's acquisition or lease thereof and (ii) the completion and submission of all necessary filings in accordance with Section 412-a (2) of the RPTL (which filings shall be the obligation of the Company). It is the intent of this PILOT Agreement that the Company shall, at all times during its or the Agency's ownership or leasing of the Project Property, be obligated to pay either PILOT Payments or Real Estate Taxes, and that the foregoing obligations shall not be duplicative of each other or otherwise be additive, except to the extent set forth in Sections 3.1(b) and 3.2(f) below. For example, and without limitation, (i) the Company shall be obligated to pay Real Estate Taxes lawfully levied and/or assessed against the Project Property, including Real



Estate Taxes and assessments levied for the current tax year and all subsequent tax years until such time as the Agency's exemption with respect to the Project Property lawfully takes effect on the tax rolls of the Municipalities and until all tax payments calculated with respect to prior tax rolls, not reflecting such exemption, shall have been made, and shall be obligated to pay PILOT Payments at all times thereafter until the Agency's exemption with respect to the project is no longer in effect on the tax rolls, and (ii) after the Agency conveys title to, and/or terminates or assigns its leasehold interest in, the Project Property to a non-exempt entity (including, without limitation, the Company), no further PILOT Payments shall be due. In addition, the last PILOT Payment made or payable prior to the conveyance date may be reduced to reflect the apportionment of Real Estate Taxes as of the date of conveyance or lease termination.

(b) Change in Tax Status. To the extent the Project Property or any portion thereof is declared to be subject to taxation or assessment by a final judgment of a court of competent jurisdiction, an amendment to the Act, or other legislative or administrative change, the obligation of the Company to make PILOT Payments hereunder shall, to such extent only, be replaced by the obligation of the Company to pay Real Estate Taxes at the assessment and tax rates then in effect. To the extent that the foregoing declaration of non-exemption is given retroactive effect, any PILOT Payments previously made by the Company during such retroactive period shall be credited against Real Estate Taxes due for such period. Nothing herein contained shall prohibit the Company from contesting the validity or constitutionality of any such amendment, legislative or administrative change or judicial decision.

(c) Special Assessments. The parties hereto understand that the tax exemption extended to the Agency by Section 874 of the General Municipal Law and Section 412-a of the Real Property Tax Law may not entitle the Agency to exemption from Special Levies. The Company shall be obligated to pay any Special Levies with respect to which the Agency is not exempt, in addition to the PILOT Payments provided hereunder.

(d) Counsel Fees. The Company will pay in full the reasonable fees and expenses of the Municipalities, or any of their subdivisions, or the Agency's counsel, promptly upon receipt of the statement therefor, which are incurred after the date hereof and which fees and expenses arise in connection with the enforcement of this PILOT Agreement. If any claim is brought by a third party against the Agency and/or a Municipality with respect to any matter related to this PILOT Agreement, then unless such claim is due to the gross negligence or willful misconduct of the Agency or the Municipality, the Company shall defend and hold harmless the Agency and/or any Municipality against such claim with counsel reasonably acceptable to the Agency and/or any Municipality, as applicable.

(e) Establishment of Taxable Equivalent Assessment. The parties agree that, for each year commencing January 1, 2026, and continuing throughout the term of this PILOT Agreement, in order to enable the Agency to comply with its regulatory and reporting obligations under the law, the assessed value of the Project Property shall be determined annually by the Assessor as if the Project Property were privately owned and subject to no exemption from Real Estate Taxes (the "Taxable Equivalent Assessment"). The Town and the Company shall provide to the Agency annually in writing, not later than 30 days after the date upon which the Town mails real property tax bills to the owners of taxable property, notice of the Taxable Equivalent Assessment.



(f) Establishment of PILOT Payments. The parties agree that for the purposes of determining payments due under this PILOT Agreement shall be as follows:

(i) Notwithstanding the Taxable Equivalent Assessment, as determined by the Assessor in accordance with Section 3.1(e) above, from January 1, 2026 (with respect to PILOT Payments for the benefit of the County, the Town and the Village) and July 1, 2026 (with respect to PILOT Payments for the benefit of the School District) and at all times prior to the earlier of (i) Project Completion or (ii) January 1, 2029, the Company shall make payments in the fixed amounts set forth for the Construction Years set forth in Schedule B hereto. For the avoidance of doubt, this shall be for a period of no more than four (4) years from the date of this PILOT Agreement. For the avoidance of doubt, PILOT Year one shall be no later than the Town, Village and County 2029 tax year, and the 2029-2030 School District tax year.

(ii) Notwithstanding the Taxable Equivalent Assessment, as determined by the Assessor in accordance with Section 3.1(e) above, from and after January 1 (with respect to PILOT Payments for the benefit of the County, the Town and the Village), and the following July 1 (with respect to PILOT Payments for the benefit of the School District) of the first Town fiscal tax year following the earlier of: (i) Project Completion, or (ii) January 1, 2029, for a period of thirty (30) years, in each year the PILOT Payment shall be the fixed amount set forth in Schedule B hereto. The Company shall notify the Agency and the Town of the occurrence of the Benefits Commencement Date within ten (10) days of such date.

(iii) From and after December 31 (with respect to the County, Town and Village tax years) of the calendar year corresponding to PILOT Year 30 in Schedule B, and from and after the following July 1 (with respect to the School District tax year) of the next calendar year, in which PILOT benefits occur, the Company will be making PILOT Payments in the amounts as if the Agency did not have a leasehold interest on the tax lien date with respect to said tax years.

(iv) The Assessor may amend and correct the PILOT Payments set forth on Schedule B when and if:

(1) there is a revaluation or update of all real property in the Town required by State law, in which event the Project Property shall be assessed at an amount no greater than the assessment of a property with a fair market value which would have resulted in the PILOT Payments set forth in the attached Schedule prior to such revaluation;

(2) the property has been altered by fire, demolition, destruction or similar catastrophe;

(3) there is a material upgrade of the existing quality and class of improvements upon the real property constituting the Project Property in any one calendar year excluding routine costs, maintenance, updates, rehabilitation,

retrofits or modernization of equipment, personalty and furnishings after Project Completion, other than increases in the square footage of the improvements on the Tax Lots which shall be addressed as provided in clause (4) below. In the event of a material improvement of the kind described in the preceding sentence, the PILOT Payment shall be increased by an amount equal to the product of the Town equalization rate as established by the State and then in effect and the amount expended for such material improvement.

(4) the amount of net usable space in the Facility shall have been increased after the Project Completion as a result of additional construction thereon, in which event the PILOT Payments may be increased to reflect such increase in net usable area (the "Addition") in an amount determined by calculating the gross per square foot assessment for the Facility prior to the Addition and multiplying that amount by the number of net leasable square feet in the Addition.

Any increase or decrease in the PILOT Payments made pursuant to the foregoing subparagraphs (1)-(4) of this Section 3.1(f) shall be added to or subtracted from the PILOT Payment for that PILOT year as set forth in Schedule B. Other than as provided in this Section 3.1(f), the PILOT Payments shall not otherwise be changed during the term of this PILOT Agreement.

(g) Except as otherwise expressly agreed by the County, the Town, the Village and the School District, the portion of the PILOT Payments allocable to each of the County, the Town, the Village and the School District shall be the same portions allocable to each Municipality of the Real Estate Taxes that would be levied against the Project if it were owned by the Company.

### **Section 3.2. Payment in Lieu of Taxes.**

(a) Agreement to Make Payments. The Company agrees to make PILOT Payments for the Project during the term of this PILOT Agreement in amounts equivalent to the amount of Real Estate Taxes that would have been charged against the Project if said Project was not tax exempt and PILOT Payments were not determined as set forth in Section 3.1(f) of this PILOT Agreement. The Company further agrees that said PILOT Payments shall be paid in the same proportion to the individual Municipalities as Real Estate Taxes would be paid if the Project Property were not tax exempt. Payments due hereunder shall be paid by the Company to the Town, by check made payable to "Budget Officer." Upon receipt of such check by the Town, the Town shall promptly disburse to the other Municipalities their respective portions of the PILOT Payments as determined by this Section 3.2. The Company shall forward notice to the Agency of the payments made hereunder. The Company acknowledges and agrees that the obligation to make PILOT Payments under this PILOT Agreement is self-executing and absolute and not dependent upon any action or procedure of any other party, including the preparation or transmittal of invoices or bills. The Company shall have an affirmative obligation to secure such invoices or bills that may be necessary to make PILOT Payments under this PILOT Agreement. The time of such payments shall be subject to the provisions of Section 3.2(c). The obligation to make PILOT Payments due under and during the term of this PILOT Agreement shall remain until such payments are made, regardless of any statute of limitations. Any PILOT Payments

due under this PILOT Agreement remaining unpaid at the termination of this PILOT Agreement shall remain a continuing obligation of the Company and the obligation to pay such payments shall survive this PILOT Agreement. Should the Town fail to receive such check/payment from the Company, the Town shall not be obligated to make a payment from its own funds, of what would have been the other Municipalities' respective portions of the PILOT Payments.

(b) Security for Payments in Lieu of Taxes. At the time of the execution and delivery of this PILOT Agreement and the granting of a leasehold interest in the Project to the Agency, the Company and the Agency shall grant a mortgage (the "PILOT Mortgage") to the Town in order to secure the obligations of the Company under this PILOT Agreement. The PILOT Mortgage shall at all times be subject and subordinate in line of the Permitted Mortgage(s); provided, however, said subordination shall be expressly conditioned upon the payments due under this PILOT Agreement having senior priority right of payment over any amounts payable under any presently existing or future Permitted Mortgages. The Company hereby covenants and agrees that it will forever warrant and defend the same to the Town, and will forever warrant and defend the validity and priority of the lien of the PILOT Mortgage against the claims of all persons and parties whomsoever other than any governmental or quasi-governmental body, agency or other instrumentality which would be entitled to priority over any lien or claim for Real Estate Taxes assertable by the Agency or the Town in the absence of a PILOT Agreement.

(c) Time of Payments. The Company agrees to pay to the Town, on or before each April 30 for the term of this PILOT Agreement and beginning as of January 1, 2026, the applicable amounts due hereunder on such date. Tax payments for the 2024 and 2025 Town, County and Village tax years and the 2024-2025, and 2025-2026 School District tax years will be made in the ordinary course. For the avoidance of doubt, the Company shall pay the second half of the School District taxes that are due and owing for the 2025-2026 School District tax year on or before January 31, 2026, as if this PILOT Agreement were not in effect. On or before April 30, 2026, the Company shall make a single PILOT Payment for the 2026 Town, County and Village tax year, and the 2026-2027 School District tax year, in accordance with this PILOT Agreement. The amount of the PILOT Payments shall be determined as provided for pursuant to Section 3.1(f) of this PILOT Agreement. Without limiting the Company's obligation set forth in Section 3.2(a), the Town will send bills for the PILOT Payments to the Company at least thirty (30) days prior to such due dates. Bills regarding the PILOT Payments shall be submitted directly to the Company in such form annexed hereto, or if no form is annexed hereto, in such form as the taxing authority(ies) shall reasonably determine. The Town shall forward copies of the bills submitted to the Company to the Agency and to the attention of the Commissioner of Finance, at the Finance Department, County of Westchester, 148 Martine Avenue, Room 720, White Plains, New York 10601.

(d) Method of Payment. All payments by the Company hereunder shall be paid by check or any other payment method as the Town and the Company shall agree to, payable to the order of the Town in then lawful money of the United States of America. A copy of such check or other evidence of payment shall be given to the Agency as notice of the Company's compliance with the payment provisions of this PILOT Agreement.

(e) Interest and Penalties. If the Company shall fail to make any PILOT Payment required by this PILOT Agreement when due, its obligation to make the payment so in default shall continue as an obligation of the Company until such payment that is in default shall have been made in full, and the Company shall pay the same together with the applicable late payment penalty, as prescribed by subparagraph “(5)” of Section 874 of the Act, on the amount due, at the time the PILOT Payment is paid. For each month, or part thereof, that the PILOT Payment is delinquent beyond the first month, interest shall accrue to and be paid by the Company on the total amount due plus the late payment penalty, at the applicable rate prescribed by said provision of the Act, until such payment is made.

(f) Conveyance by the Agency and Termination of the Exemption. Notwithstanding anything to the contrary set forth in Section 3.1(a) above, in the event that the property shall be conveyed by the Agency to the Company (or to an entity designated by the Company) during the term of this PILOT Agreement, either at the request of the Company or as a consequence of a default by the Company under this PILOT Agreement or under one or more of the other Project Documents, then except as otherwise expressly agreed in writing by the Agency (which agreement may, at the sole discretion of the Agency, be conditioned upon the consent of the Municipalities), the obligations of the Company under this PILOT Agreement (including, without limitation, Section 3.2(a) hereof) shall continue for the entire term of this PILOT Agreement; provided, however, that the PILOT Payments due in any year shall be reduced (but not below zero) by the amount of Real Estate Taxes payable in respect of the Project Property for such year.

### **Section 3.3. Obligations of Agency.**

The Agency shall forward to the Company a copy of any bill for PILOT Payments or Real Estate Taxes received from the Municipalities, (other than bills for which the Company is already an addressee).

(a) Requirement that any Conveyance or Project Agreements Require Payment in Lieu of Taxes. So long as the Project shall be entitled to the exemption from Real Estate Taxes contemplated by Section 3.1(a) hereof, the Agency agrees, to the extent permitted by law, that it shall not convey or assign the Project to any person or entity which is not exempt from the payment of Real Estate Taxes, except as otherwise expressly permitted hereunder, or make any other agreement regarding real property taxes and/or the Project which would cause or require the payment of Real Estate Taxes or PILOT Payments to be paid to the Town in excess of the amounts set forth in Article III hereof.

(b) Requirement that Mortgages Be Subordinate to Payments. The Agency and the Company agree that the lien of each and every Mortgage on the Project (and all advances made from time to time) given by either of them shall be specifically subordinate to the lien of the PILOT Mortgage unless otherwise agreed by the Agency.

### **Section 3.4. [Reserved].**

### **Section 3.5. Assignability by the Company.**

Notwithstanding anything herein to the contrary, the parties agree that if there is or has been a permitted transfer of all or part of any of the Company's right, title and interest in and to the Project and an assignment of all or part of the Company's rights in the Project Agreement to a transferee in accordance with the Project Agreement, and if the transferee has given a Substitution Notice (as herein defined) and if no Event of Default set forth in Section 5.1 hereof has occurred and is continuing (unless such transferee has commenced curing such Event of Default as provided herein), then at such transferee's option, the transferee shall be deemed automatically, and without the need for any further document or instrument, to succeed to the rights of, and be bound by the obligations imposed upon, the Company hereunder with respect to the portion or portions of the Project so transferred, with the same force and effect as if the transferee, and not the Company, had been an original party to this PILOT Agreement. Nevertheless, the Agency agrees to execute and deliver such amendments hereto as may be reasonably requested by the transferee and/or the Company to evidence such succession. For purposes of this Section 3.5, the term "Substitution Notice" shall mean a written notice given by a transferee, in accordance with Section 6.6 hereof, stating that the transferee is a transferee under the Project Agreement, and has agreed to accept the other obligations thereafter imposed on the Company hereunder, subject, in each case, to the limitations on recourse set forth in Article IV hereof.

Without limiting the generality of the foregoing, nothing in this PILOT Agreement shall restrict in any way any transfer of all or part of the Company's right, title and interest in and to the Project to Affiliates (as defined in Section 1.1 of the Project Agreement) of the current parties to this PILOT Agreement.

### **Section 3.6. Review of Assessments.**

As long as this PILOT Agreement is in effect, the Agency and the Company agree that (i) the Agency shall be deemed to be the lessee of the Project subject to the Project Agreement; (ii) the Agency hereby irrevocably appoints the Company as its agent and attorney-in-fact for the purpose of instituting judicial review of any assessment of the real estate with respect to the Project, including, without limitation, the Taxable Equivalent Assessment, pursuant to this PILOT Agreement and the provisions of Article 7 of the RPTL or any other applicable law as the same may be amended from time to time during the term of this PILOT Agreement, such appointment being coupled with an interest; and (iii) the Company shall have sole authority and power to file grievances and protests, protesting any assessment of the Project. In order to undertake the foregoing, the Agency shall provide any written authorization and/or execute any documents required by statute or the applicable taxing authority or reasonably requested by the Company, so long as not prohibited by applicable law.

The Company shall have the right to contest only (i) any Taxable Equivalent Assessment, or (ii) to the extent permitted by Section 3.1(f)(ii) above, any change in the PILOT Payments, or the failure to change same, in a proceeding under Article 7 of the RPTL or any other applicable law as the same may be amended from time to time during the term of this PILOT Agreement. During the pendency of any such assessment contest, the Company shall, and as a condition of



instituting such contest, pay and be current regarding all PILOT Payments or Real Estate Taxes assessed or billed against the Project Property.

Upon receipt from the Municipalities of a change in the assessment of any parcel subject to this PILOT Agreement (including, without limitation, the Taxable Equivalent Assessment) pursuant to the applicable portions of the RPTL and this PILOT Agreement, the Agency shall provide a copy thereof to the Company, in the same manner and at the same time as if the Company was a taxpayer (or within fifteen calendar days thereof). Notwithstanding the foregoing, if the assessment of any real property subject to this PILOT Agreement is reduced as a result of any such grievance, protest or judicial review so that the Company would be entitled to receive a refund or refunds of taxes paid if the Project were not exempt, such reduction shall not result in any change or modification of the PILOT Payments due pursuant to Section 3.2(a) of this PILOT Agreement, and same shall not be recalculated based upon the assessment resulting from such grievance, protest or judicial review, except as expressly set forth in this PILOT Agreement.

## **ARTICLE IV**

### **LIMITED OBLIGATION OF THE PARTIES**

#### **Section 4.1. No Recourse; Limited Obligation of the Agency.**

(a) No Recourse. All covenants, stipulations, promises, agreements and obligations of the Agency contained in this PILOT Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Agency and not of any member, officer, agent, servant or employee of the Agency in his or her individual capacity, and no recourse under or upon any obligation, covenant or agreement contained in this PILOT Agreement, or otherwise based or in respect of this PILOT Agreement, or for any claim based thereon or otherwise in respect thereof, shall be had against any past, present or future member, officer, agent, servant or employee, as such, of the Agency, the Town, the Village, the School District, the County or any successor public benefit corporation or political subdivision. It is expressly understood that this PILOT Agreement is a corporate obligation, and that no such personal liability whatever shall attach to, or is or shall be incurred by, any such member, officer, agent, servant or employee of the Agency or of any successor public benefit corporation or political subdivision or any person so executing this PILOT Agreement under or by reason of the obligations, covenants or agreements contained in this PILOT Agreement or implied therefrom. Any and all such personal liability of, and any and all such rights and claims against, every such member, officer, agent, servant or employee under or by reason of the obligations, covenants or agreements contained in this PILOT Agreement or implied therefrom are, to the extent permitted by law, expressly waived and released as a condition of, and as a consideration for, the execution of this PILOT Agreement.

(b) Limited Obligation. The obligations and agreements of the Agency contained herein shall not constitute or give rise to an obligation of the State or the County, and neither the State nor the County shall be liable thereon. Furthermore, such obligations and agreements shall not constitute or give rise to a general obligation of the Agency, but rather shall constitute

limited obligations of the Agency payable solely from the revenues of the Agency derived and to be derived from this PILOT Agreement, the Project Agreement, the Project generally, or sale or other disposition of the Project.

(c) Further Limitation. Notwithstanding any provision of this PILOT Agreement to the contrary, (i) the Agency shall not be obligated to take any action for the benefit of the Company pursuant to any provision hereof unless the Agency shall have been requested to do so in writing by the Company and (ii) if compliance with such request is reasonably expected to result in the incurrence by the Agency (or any of its members, officers, agents, servants or employees) of any liability, fees, expenses or other costs, the Agency shall have received from the Company security or indemnity satisfactory to the Agency for protection against all such liability, and for reimbursement of all such fees, expenses and other costs. Nothing in this paragraph shall be construed as requiring the Agency (or the Town, Village, School District or County) to receive any such written request or indemnity as a precondition to the exercise by the Agency (or the Town, Village, School District or County) of its rights hereunder.

#### **Section 4.2. No Recourse; Limited Obligation of the Company.**

(a) No Recourse. All covenants, stipulations, promises, agreements and obligations of the Company contained in this PILOT Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Company and not of any partner, member, officer, agent, servant or employee of the Company in his or its individual capacity, and no recourse under or upon any obligation, covenant or agreement contained in this PILOT Agreement, or otherwise based or in respect of thereof, shall be had against any past, present or future partner, member, officer, agent, servant or employee, as such, of the Company or any successor thereto or any person executing this PILOT Agreement on behalf of the Company or any partner in the Company, either directly or through the Company or any successor thereto or any person so executing this PILOT Agreement. It is expressly understood that this PILOT Agreement is an obligation of the Company, and that no such personal liability whatever shall attach to, or is or shall be incurred by, any such partner, member, officer, agent, servant or employee of the Company or any partner in the Company or of any successor thereto or any person so executing this PILOT Agreement under or by reason of the obligations, covenants or agreements contained in this PILOT Agreement or implied therefrom. Any and all such personal liability of, and any and all such rights and claims against, every such partner, member, officer, agent, servant or employee under or by reason of the obligations, covenants or agreements contained in this PILOT Agreement or implied therefrom are, to the extent permitted by law, expressly waived and released as a condition of, and as a consideration for, the execution of this PILOT Agreement.

(b) Limited Obligation. The obligations and agreements of the Company contained herein shall not constitute or give rise to an obligation of any partner, member, director, officer or employee in the Company, and no such partner, member, director, officer or employee, shall be liable therein.



## ARTICLE V

### EVENTS OF DEFAULT

#### **Section 5.1. Events of Default.**

The terms “Event of Default” or “Default” shall mean, whenever they are used in this PILOT Agreement, any failure of the Company to pay any amount due and payable by it pursuant to this PILOT Agreement within ten (10) Business Days (as defined in the Indenture) after its receipt of notice from the Town, or the Agency, that such amount is due and has not been paid (provided due notice of such amounts owing shall have been given as provided in Section 3.2(c), above), it being understood that an “Event of Default” shall not have occurred hereunder until such time as the applicable notice and cure periods to the Permitted Mortgagee and Tax Credit Investor under Section 5.2 shall have expired.

#### **Section 5.2. Permitted Mortgagee and Tax Credit Investor Right to Cure.**

Notwithstanding anything to the contrary in this PILOT Agreement, in the case of an Event of Default, if the Agency or Town serves a notice of default upon the Company, the Agency or Town shall serve a copy of such notice upon the Permitted Mortgagee and the Tax Credit Investor. In the case of an Event of Default by the Company under this PILOT Agreement, Permitted Mortgagee and Tax Credit Investor shall have thirty (30) days for a monetary default and sixty (60) days in the case of any non-monetary default, after notice to Permitted Mortgagee and Tax Credit Investor of such default, to cure or cause to be cured the default complained of (and the Agency shall accept such performance by or at the instigation of such Permitted Mortgagee and Tax Credit Investor as if the same had been done by the Company), provided that if said non-monetary default can be cured with due diligence, but not within such sixty (60) day period, said time period shall be extended as long as Permitted Mortgagee or Tax Credit Investor continues to exercise due diligence to cure said non-monetary default, but in no event shall such extension exceed ninety (90) days. Failure by the Agency to notify the Permitted Mortgagee and/or Tax Credit Investor shall in no event be a waiver of the Agency’s rights and/or remedies pursuant to the Project Documents nor shall it subject the Agency to any liability whatsoever.

#### **Section 5.3. Remedies on the Company’s Default.**

Whenever any Event of Default under Section 5.1 shall have occurred and be continuing past the expiration of any cure periods set forth herein with respect to this PILOT Agreement, remedies of the Agency shall be limited to the rights hereunder and under the PILOT Mortgage, and the right to convey the Project to the Company as set forth in Section 5.4.

**Section 5.4. Remedies of the Agency; Recording of Termination Instrument and Other Documents.**

Whenever:

- (i) any Event of Default under Section 5.1 shall have occurred and be continuing beyond any notice and cure periods with respect to this PILOT Agreement,
- (ii) the Agency's right to payment under this PILOT Agreement or under the shall not be a first right of payment, other than with respect to any governmental or quasi-governmental body, agency or other instrumentality which would be entitled to priority over any lien for Real Estate Taxes assertable by the Agency or the Municipalities in the absence of a PILOT Agreement, or
- (iii) the Agency conveys the Project to the Company pursuant to this PILOT Agreement or the Project Agreement,

the Agency may, immediately with respect to (ii) above, and with respect to clauses (i) and (iii) above, upon ten (10) days-notice to the Company and Tax Credit Investor, record an assignment of lease, or termination of lease (each a "Termination Instrument") and any other necessary documents in the appropriate County Clerk's office conveying the Agency's leasehold interest in the Project Property and the Project to the Company or its successor or assign and declare any and all amounts due and owing to the Agency hereunder immediately payable.

The recording of such Termination Instrument shall constitute delivery to the Company of title to, or surrender and termination of the Agency's leasehold interest in, the Project. In order to facilitate such transfer of title or surrender of the Agency's leasehold interest, the Company hereby irrevocably appoints severally, the Chairperson or Executive Director of the Agency (or his or her designee) as its agent, such appointment being coupled with an interest, who is authorized to execute and deliver all documents necessary to allow the transfer of fee or leasehold title to the Project from the Agency to the Company, including, without limitation, transfer tax returns.

**Section 5.5. Payment of Attorneys' Fees and Expenses.**

If the Company should default in performing any of its obligations, covenants and agreements under this PILOT Agreement, and the Agency or any Municipality should employ attorneys or incur other expenses for the collection of any amounts payable hereunder or for the enforcement of performance or observance of any obligation or agreement on the part of the Company herein, the Company agrees that it will, on demand therefor, pay to the Agency, or the Town, Village, School District or County as the case may be, the reasonable fees and disbursements of such attorneys and such other reasonable expenses so incurred in connection with the exercise of the remedies provided for herein.

#### **Section 5.6. Remedies; Waiver and Notice.**

(a) Remedy Exclusive. Notwithstanding anything herein to the contrary, the remedies available to the Agency as a result of an Event of Default hereunder are limited to those set forth in Sections 5.3 and 5.4 hereof, and the Agency hereby waives every other remedy now or hereafter existing at law or in equity or by statute in connection with any Event of Default.

(b) Delay. No delay or omission in exercising any right or power accruing upon the occurrence of any Event of Default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

(c) Notice Not Required. In order to entitle the Agency or the Town, Village, School District or County to exercise any remedy reserved to it in this PILOT Agreement, it shall not be necessary to give any notice, other than such notice as may be expressly required in this PILOT Agreement.

(d) No Waiver. In the event any provision contained in this PILOT Agreement should be breached by any party and thereafter duly waived by the other party so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder. No waiver, amendment, release or modification of this PILOT Agreement shall be established by conduct, custom or course of dealing.

### **ARTICLE VI**

#### **MISCELLANEOUS**

##### **Section 6.1. Term of Agreement.**

This PILOT Agreement shall become effective and the obligation of the Company and the Agency shall arise absolutely and unconditionally on the date hereof. This PILOT Agreement shall continue until the first date on which all monetary and non-monetary obligations hereunder have been fully satisfied and the PILOT Payments fully paid after the date on which title (including leasehold title theretofore held by the Agency) to the Project is transferred to the Company or any other non-exempt person or entity.

##### **Section 6.2. [Reserved].**

##### **Section 6.3. Company Acts.**

Where the Company is required to do or accomplish any act or thing hereunder, the Company may cause the same to be done or accomplished by others with the same force and effect as if done or accomplished by the Company.

**Section 6.4. Amendment of Agreement.**

(a) Subject to Section 6.4(b) below, this PILOT Agreement may not be amended, changed, modified, altered or terminated, unless such amendment, change, modification, alteration or termination is in writing and signed by the Agency and the Company, and further, if such amendment, change, modification or alteration materially changes the terms and conditions of this PILOT Agreement, then, and only in such instances, shall execution by the Municipalities and their successors and assigns, if any, be also required.

(b) No amendment, modification, termination or waiver or any provision of this PILOT Agreement or the PILOT Mortgage or any consent to any departure therefrom may be made which materially and adversely affects the Town, Village, School District or County without the prior written consent of the adversely affected Municipality. The Company shall promptly provide the Town, Village, School District or County with copies of all such proposed amendments, modifications, terminations and waivers and a copy of same as adopted or agreed upon.

**Section 6.5. Agreement to Run with the Land.**

This PILOT Agreement shall run with the land, both as respects benefits and burdens created herein, and shall be binding upon and inure to the benefit of the successors and assigns of the respective parties.

**Section 6.6. Notices.**

All notices, certificates or other communications hereunder shall be sufficient if sent (a) by certified United States mail, postage prepaid, (b) by a nationally recognized overnight delivery service, charges prepaid, or (c) by hand delivery, addressed, as follows:

If to the Agency: County of Westchester Industrial Development Agency  
148 Martine Avenue  
White Plains, New York 10601  
Attn: Chairperson

With a copy to: Oxman Law Group, PLLC  
120 Bloomingdale Road, Suite 100  
White Plains, New York 10605  
Attn: John W. Buckley, Esq.

And to: Harris Beach Murtha Cullina PLLC  
445 Hamilton Avenue, Suite 1206  
White Plains, New York 10601  
Attn: Christopher A. Andreucci, Esq.

If to the Company:	Crescent Manor Owner LLC c/o Macquesten Development, LLC 438 Fifth Avenue, Suite 100 Pelham, New York 10803 Attn: Rella Fogliano
With a copy to:	Crescent Manor Senior Housing Development Fund Corporation c/o Macquesten Development, LLC 438 Fifth Avenue, Suite 100 Pelham, New York 10803 Attn: Rella Fogliano
And to:	Cannon Heyman & Weiss, LLP 54 State Street, 5 <sup>th</sup> Floor Albany, New York 12207 Attn: Eamon J. Kelleher, Esq.
If to the County:	Commissioner of Finance Westchester County 148 Martine Avenue, Room 720 White Plains, New York 10601
With a copy to:	County Attorney Westchester County 148 Martine Avenue White Plains, New York 10601
If to the Town:	Town of Ossining 16 Croton Avenue, 3 <sup>rd</sup> Floor Ossining, New York 10562 Attn: Budget Officer
With a copy to:	Silverberg Zalantis LLC 120 White Plains Road Tarrytown, New York 10591 Attn: Christie Tomm Addona, Esq.
If to the Village:	Village of Ossining 16 Croton Avenue Ossining, New York 10562 Attn: Corporation Counsel

If to the School District: Superintendent of Schools  
Ossining Union Free School District  
400 Executive Boulevard  
Ossining, New York 10562

With a copy to: President, Board of Education  
Ossining Union Free School District  
400 Executive Boulevard  
Ossining, New York 10562

If to the Trustee U.S. Bank Trust Company, National Association  
333 Commerce Street, Suite 800  
Nashville, Tennessee 37201  
Attn: Wallace L. Duke

With a copy to: Adams and Reese LLP  
1600 West End Avenue, Suite 1400  
Nashville, Tennessee 37203  
Attn: Cindy Barnett, Esq.

If to the Tax Credit Investor: CREA SLP, LLC  
30 South Meridian Street, Suite 400  
Indianapolis, Indiana 46204  
Attn: Asset Manager

With a copy to: Barnes & Thornburg LLP  
41 S High St Suite 3300  
Columbus, Ohio 43215  
Attn: Jordan Carr

Failure of the Agency to provide notice to the Permitted Mortgagee and/or the Tax Credit Investor shall not subject the Agency to any liability whatsoever.

The Agency, the Company, the Town, the Village, School District, the County, the Tax Credit Investor, and the Permitted Mortgagee(s) may, by like notice, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Any notice, certificate or other communication hereunder shall, except as may expressly be provided herein, be deemed to have been delivered or given (i) three (3) Business Days following posting if transmitted by mail, (ii) one (1) Business Day following sending if transmitted by a nationally recognized overnight delivery service, or (iii) upon delivery if given by hand delivery, with refusal by the intended recipient party to accept delivery of a notice given as prescribed above to constitute delivery hereunder. Notices may also be given in compliance with this PILOT Agreement by telecopy, provided that the recipient party consents to the use of telecopy transmissions for giving of notices hereunder and receipt of any such telecopy transmission is confirmed by the transmitting party.

**Section 6.7. Binding Effect.**

This PILOT Agreement shall inure to the benefit of the Agency, the Municipalities, and the Company, and shall be binding upon the Agency and the Company, and their respective successors and assigns.

**Section 6.8. Severability.**

If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this PILOT Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this PILOT Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.

**Section 6.9. Counterparts.**

This PILOT Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 6.10. Applicable Law.**

This PILOT Agreement shall be governed by and construed in accordance with the laws of the State.

**Section 6.11. Recording.**

The PILOT Mortgage shall be filed by the Company, as agent for the Agency, in the Office of the Westchester County Clerk, Division of Land Records of the County of Westchester pertaining to the real property described in Schedule "A" hereto. In addition, the Company shall cause all filings to be made under Section 412-a (2) of the RPTL and Section 858(15) of the Act.

**Section 6.12. Village, Town, School District, County as Third-Party Beneficiaries.**

The Village, the Town, the School District, the County shall be third party beneficiaries of all of the obligations of the Company and of the rights and obligations of the Agency hereunder and the Village, the Town, the School District, and the County shall have the right to enforce their respective rights and remedies in their own names and without consent of the Agency. For purposes of the foregoing sentence, and without limitation, "obligations" shall include all covenants, representations and warranties of the respective parties. The Agency shall not be authorized to waive, modify or forgive any of the Company's obligations to the Municipalities hereunder in any material respect, and any such acts by the Agency, without the prior written consent of the Village, the Town, the School District and the County, shall not in any way affect the Village's, the Town's, the School District's and the County's rights hereunder.



**Section 6.12. Joint and Several Liability.**

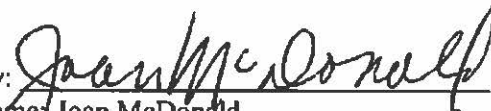
Each and every representation, warranty, covenant and agreement made by the Company, or any of them, hereunder shall be joint and several, whether or not so expressed, and such obligations of any Company shall not be subject to any counterclaim, setoff, recoupment or defense based upon any claim any Company may have against the other Company, 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 Company.

[Remainder of This Page Intentionally Left Blank]

[Signature Page to Payment in Lieu of Taxes Agreement]

IN WITNESS WHEREOF, the Agency and the Company have caused this PILOT Agreement to be executed in their respective names as of the date first written above.

**COUNTY OF WESTCHESTER  
INDUSTRIAL DEVELOPMENT AGENCY**

By:   
Name: Joan McDonald  
Title: Chairperson

**CRESCENT MANOR OWNER LLC**

By: 136-140 Croton Avenue Managers LLC,  
its managing member

By: \_\_\_\_\_  
Name: Rella Fogliano  
Title: Manager

**CRESCENT MANOR SENIOR HOUSING  
DEVELOPMENT FUND CORPORATION**

By: \_\_\_\_\_  
Name: Rella Fogliano  
Title: President

ACKNOWLEDGED BY:

TOWN OF OSSINING

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

[Signature Page to Payment in Lieu of Taxes Agreement]

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INDUSTRIAL DEVELOPMENT AGENCY**

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

Name: Joan McDonald

Title: Chairperson

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By: 136-140 Croton Avenue Managers LLC,  
its managing member

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

Name: Rella Fogliano

Title: Manager

**CRESCENT MANOR SENIOR HOUSING  
DEVELOPMENT FUND CORPORATION**

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

Name: Rella Fogliano

Title: President

ACKNOWLEDGED BY:

TOWN OF OSSINING

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


Name:

Title:

[Signature Page to Payment in Lieu of Taxes Agreement]

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By: 136-140 Croton Avenue Managers LLC,  
its managing member


By: \_\_\_\_\_  
Name: Rella Fogliano  
Title: Manager

**CRESCENT MANOR SENIOR HOUSING  
DEVELOPMENT FUND CORPORATION**

By: \_\_\_\_\_  
Name: Rella Fogliano  
Title: President

**ACKNOWLEDGED BY:**

**TOWN OF OSSINING**

By:   
Name: Elizabeth Feldman  
Title: Town Supervisor

[Acknowledgments Page to Payment in Lieu of Taxes Agreement]

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

On the 10th day of December in the year 2024, before me, the undersigned, personally appeared **Joan McDonald**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

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

ROSA C RAMON  
Notary Public, State of New York  
No. 01RA6347376  
Qualified in Westchester County 28  
Commission Expires June 6, 2028

On the \_\_\_ day of December, in the year 2024, before me, the undersigned, personally appeared **Rella Fogliano**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

[Acknowledgments Page to Payment in Lieu of Taxes Agreement]

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

On the \_\_ day of December in the year 2024, before me, the undersigned, personally appeared **Joan McDonald**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

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

On the 9th day of December, in the year 2024, before me, the undersigned, personally appeared **Rella Fogliano**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

KENYA M J HOLDER  
Notary Public, State of New York  
No. 01HO6401588  
Qualified in Bronx County  
Commission Expires 12-09-27

THENCE along the Southerly side of Croton Avenue, the following five (5) courses and distances:

1. North 89 degrees 56 minutes 30 seconds East, 94.03 feet.;
2. South 88 degrees 16 minutes 50 seconds East, 66.61 feet;
3. South 80 degrees 38 minutes 50 seconds East, 83.69 feet;
4. South 74 degrees 45 minutes 50 seconds East 12.63 feet;
5. South 70 degrees 48 minutes 10 seconds East, 30.77 feet to the Westerly side of Watson Avenue and the point or place of BEGINNING.



13	177,595.63	7,128.80	184,724.43
14	182,923.50	7,342.67	190,266.16
15	188,411.20	7,562.95	195,974.15
16	194,063.54	7,789.84	201,853.37
17	199,885.44	8,023.53	207,908.98
18	05,882.01	8,264.24	214,146.24
19	212,058.47	8,512.17	220,570.63
20	218,420.22	8,767.53	227,187.75
21	224,972.83	9,030.56	234,003.38
22	231,722.01	9,301.47	241,023.49
23	238,673.67	9,580.52	248,254.19
24	245,833.88	9,867.93	255,701.82
25	253,208.90	10,163.97	263,372.87
26	260,805.17	10,468.89	271,274.06
27	268,629.32	10,782.96	279,412.28
28	276,688.20	11,106.45	287,794.65
29	284,988.85	11,439.64	296,428.49
30	293,538.51	11,782.83	305,321.34

The time of such payments shall be subject to the provisions of Section 3.2(c) of this PILOT Agreement.

## **SCHEDULE A**

### **REAL PROPERTY DESCRIPTION**

#### **Parcel I:**

ALL that certain plot, piece or parcel of land, situate, lying and being in the Village and Town of Ossining, County of Westchester and State of New York, known and designated as Lots Nos. 10, 11, 12, 13, 14, 15 and 16 on a certain map entitled, "Subdivision of Butler Ridge, Village of Ossining, Town of Ossining, Westchester Co., N.Y.", made by Applebee & Slater, Engineers and Surveyors, and filed in the Office of the Westchester County Clerk's Office, Division of Land Records on February 9, 1928 in Volume 67 of Maps at Page 32.

#### **Parcel II:**

ALL that certain plot, piece or parcel of land, situate, lying and being in the Village and Town of Ossining, County of Westchester and State of New York, known and designated as Lots Nos. 6, 7, 8 and 9 on a certain map entitled "Subdivision of Butler Ridge, Village of Ossining, Town of Ossining, Westchester Co., N.Y.", made by Applebee & Slater, Engineers and Surveyors, and filed in the Westchester County Clerk's Office, Division of Land Records on February 9, 1928 in Volume 67 of Maps at Page 32.

#### **OVERALL DESCRIPTION:**

##### **AMENDED 11/19/2024**

ALL that certain plot, piece or parcel of land, situate, lying and being in the Village and Town of Ossining, County of Westchester and State of New York, known and designated as Lots Nos. 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 on a certain map entitled, "Subdivision of Butler Ridge, Village of Ossining, Town of Ossining, Westchester Co., N.Y.", made by Applebee & Slater, Engineers and Surveyors, and filed in the Office of the Westchester County Clerk's Office, Division of Land Records on February 9, 1928 in Volume 67 of Maps at Page 32;

BEGINNING at the corner forming the intersection of the Southerly side of Croton Avenue with the Westerly side of Watson Avenue;

RUNNING THENCE along the Westerly side of Watson Avenue, South 10 degrees 23 minutes 00 seconds West, 124.35 feet;

THENCE North 79 degrees 37 minutes 00 seconds West 284.98 feet to the Easterly side of Prospect Avenue;

THENCE along the Easterly side of Prospect Avenue, North 10 degrees 23 minutes 00 seconds East, 101.56 feet to the Southerly side of Croton Avenue;

## SCHEDULE B

### DETERMINATION OF PILOT PAYMENTS

The Company will make PILOT payments for the Project during the term of the PILOT Agreement in amounts equivalent to the amount of Real Estate Taxes that would have been charged against the Project real property if the Project real property was not tax exempt and assessed (the “**PILOT Payments**”) as set forth below.

PILOT Year	Residential	Commercial	Total PILOT Payment
Construction Year 1	N/A	N/A	57,623
Construction Year 2	N/A	N/A	57,623
Construction Year 3	N/A	N/A	57,623
Construction Year 4 (if needed)	N/A	N/A	57,623
1	24,562.00	5,000.00	129,562.00
2	128,298.86	5,150.00	133,448.86
3	132,147.83	5,304.50	137,452.33
4	136,112.26	5,463.64	141,575.90
5	140,195.63	5,627.54	145,823.17
6	144,401.50	5,796.37	150,197.87
7	148,733.54	5,970.26	154,703.80
8	153,195.55	6,149.37	159,344.92
9	157,791.41	6,333.85	164,125.27
10	62,525.16	6,523.87	169,049.02
11	167,400.91	6,719.58	174,120.49
12	172,422.94	6,921.17	179,344.11

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

Your Committee is in receipt of a transmittal from the County Executive in which the County Executive states that the Commissioner of Environmental Facilities (the “Commissioner”) has advised him that the Town of Yorktown (“Town”) has requested pursuant to the attached resolution of the Town that the Peekskill Sanitary Sewer District (“District”) be modified to add one (1) parcel of property more particularly described as Old Crompond Road, Sec. 35.08, Block 1, Lot 27 (hereinafter the “Parcel”), which Parcel is not currently in any County Sanitary Sewer District and has never been in any County Sewer District in the past.

Your Committee is informed that the analysis prepared by the Department of Environmental Facilities (the “Department”) dated November 20, 2024 and attached hereto, indicates that the proposed addition of the Parcel represents an increase of 0.047% to the Equalized Full Value of the District. The addition of the Parcel will not cause significant changes in the tax rate of the District.

According to the Department, the proposal to add the Parcel is feasible because: 1) the matter was requested by the Town; 2) the facilities necessary to connect the Parcel to County facilities (i.e., gravity sewers) will be constructed at the total expense of the Town; 3) maintenance of the completed facilities will be the responsibility of the Town and not the District; 4) the Peekskill Water Resource Recovery Facility (the “Facility”) has a design flow of 10 MGD and the present average daily flow is 6.1 MGD. The average daily flow the Parcel will generate after inclusion is 3,080 GPD. Therefore, the Facility and the County Trunk Sewer have sufficient capacity to accommodate the Parcel; 5) the subject expansion will not result in any significant effect on the tax structure of the District; and 6) the Parcel proposed to be added to the District is not now in any County sewer district and will be required to pay a surcharge over a ten year period.

Your Committee notes that Section 237.131 of the County Administrative Code authorizes the alteration or change of a sewer district. However, your Honorable Board may only alter or change the district after it has held a public hearing after notice has been given by publication in such manner and for such time as the Board shall direct. Therefore, attached

hereto is a Resolution, which, if adopted by your Honorable Board, would authorize the date and time of the public hearing. Your Committee recommends adoption of said Resolution.

Furthermore, Sections 237.131 and 237.141 of the County Administrative Code confer authority to determine what charges, if any, will be paid by the Parcel. Your Committee has been informed that the Department recommends that an aggregate surcharge of \$24,000.00 to be paid in each of ten equal annual installments of \$2,400.00, be assessed against the Parcel. This surcharge reflects capital costs incurred by the District from 2020 through 2024. This formula has been used in past legislation for parcels added to a sanitary sewer district.

The Planning Department has advised that the request to be included in the District is being made to serve a proposed 20-unit housing development, known as Garden Lane Apartments, that will be constructed on the property. Pursuant to the State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617 (“SEQR”), the Town Planning Board classified the housing project as an Unlisted action, conducted coordinated review and issued a Negative Declaration for the project on August 14, 2023. However, the County was not included as an involved agency in the Town’s review. As such, the County must conduct its own environmental review to comply with SEQR.

Your Committee has carefully considered the proposed legislation. It has reviewed the attached Short Environmental Assessment Form (“EAF”) and the criteria contained in Section 617.7 of Title 6 of the New York Codes, Rules and Regulations, the SEQR regulations, to identify the relevant areas of environmental concern. For the reasons set forth in the attached EAF, your Committee believes that the proposed action will not have any significant adverse impact on the environment and urges your Honorable Board to adopt the annexed Resolution by which this Board would issue a Negative Declaration for this proposed action.

In addition, based on the above facts and the Feasibility Report prepared by the Department, your Committee concurs with the recommendation of the County Executive and recommends that your Honorable Board adopt the annexed Resolution which will authorize publication of the Legal Notice for the public hearing as required by the Administrative Code in such matters, and, after such hearing, urges your Honorable Board to adopt the annexed Act which accomplishes the addition of the Parcel to the District.




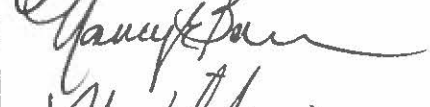

It should be noted that a vote of not less than a majority of the voting strength of the Board of Legislators is required to pass this proposed Act.

Dated: March 24<sup>th</sup>, 2025  
White Plains, New York


K:JPG 2/28/2025

Budget & Appropriations

Parks & Environment

Public Works &  
Transportation

Dated: March 24, 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 black ink, appearing to read "Colin J. Anderson". The signature is written in a cursive, flowing style with a large, stylized "A" at the end.



# FISCAL IMPACT STATEMENT

SUBJECT: Old Crompond Rd Peekskill SSD, Yorktown (T)

☐ NO FISCAL IMPACT PROJECTED

## OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

### SECTION A - FUND

☐ GENERAL FUND

☐ AIRPORT FUND

☒ SPECIAL DISTRICTS FUND

### SECTION B - EXPENSES AND REVENUES

Total Current Year Expense \$ -

Total Current Year Revenue \$ -

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

☐ Additional Appropriations

☐ Other (explain)

Identify Accounts: 236-60-1610-9012

Potential Related Operating Budget Expenses: Annual Amount \$ -

Describe: Operating expenses related to process and treatment

plant expenses of additional flow from these parcels.

Potential Related Operating Budget Revenues: Annual Amount \$ 2,400

Describe: "Buy-in" revenue for parcel added to the Peekskill Sewer District each year

for the next 10 years

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

Current Year:

Next Four Years: Please see descriptions above

Prepared by: Steve Elie-Pierre, P.E.

Title: Director Of Wastewater Treatment

Department: Environmental Facilities

Date: November 21, 2024

Reviewed By: 

Budget Director

Date: 3/3/25

**Diana L. Quast, Town Clerk**  
dquast@yorktownny.org



**Registrar of Vital Statistics**  
Telephone: (914) 962-5722 x 208  
Fax: (914) 962 6591

**TOWN OF YORKTOWN**  
363 Underhill Avenue, P.O. Box 703  
Yorktown Heights, NY 10598

This is a resolution adopted by the Town Board of the Town of Yorktown at its regular meeting held on Tuesday, May 3, 2022.

WHEREAS, the Town of Yorktown has received a request from Eric Hoffman, for parcel **35.08-1-27** (Old Crompond Road), to be included in the Westchester County's Peekskill Sanitary Sewer District and the Hunterbrook Sewer District, and

WHEREAS, the Town of Yorktown Town Board is desirous of including the parcel of land into the existing Peekskill Sanitary Sewer District, NOW THEREFORE BE IT

RESOLVED, that the Town Board of the Town of Yorktown does hereby request that the County of Westchester incorporate parcel 35.08-1-27 (Old Crompond Road), into the Peekskill Sanitary Sewer District.

  
Diana L. Quast, Town Clerk

Date: May 4, 2022

To: Dan Ciarcia, Town Engineer

cc: Matthew J. Slater, Town Supervisor  
Vedat Gashi, Westchester County Legislator  
Colin Smith, Westchester County Legislator  
Sunday Vanderberg, Chief & Clerk Administrative Officer –  
Westchester County Board of Legislators  
Adam Rodriguez, Town Attorney  
file

**Diana L. Quast, Town Clerk**  
dquast@yorktownny.org




**Registrar of Vital Statistics**  
Telephone: (914) 962-5722 x 208  
Fax: (914) 962 6591

**TOWN OF YORKTOWN**  
363 Underhill Avenue, P.O. Box 703  
Yorktown Heights, NY 10598

STATE OF NEW YORK                    )  
COUNTY OF WESTCHESTER        )  
Office of the Clerk of the        )       ss:  
TOWN OF YORKTOWN                )

I, Diana L. Quast, Town Clerk of the Town of Yorktown, Westchester County, New York, do hereby certify that I have compared the foregoing copy of the Town Board Resolution passed at the TOWN BOARD MEETING HELD ON May 3, 2022 with the original now on file in this office, and that the same is a correct and true transcript of such Town Board Minutes.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town this 21st day of June, 2024.


  
\_\_\_\_\_  
Diana L. Quast, Town Clerk  
Certified Municipal Clerk

(S E A L)

COUNTY OF WESTCHESTER  
DEPARTMENT OF ENVIRONMENTAL FACILITIES

November 20, 2024

FEASIBILITY REPORT  
IN THE MATTER OF  
  
THE ENLARGEMENT FOR A CERTAIN PROPERTY  
  
IN THE  
  
PEEKSKILL SANITARY SEWER DISTRICT  
  
TOWN OF Yorktown

  
Vincent F. Kopicki, P.E.  
Commissioner  
Environmental Facilities

The Town of Yorktown has petitioned that one (1) property currently not included in the Peekskill Sanitary Sewer District be added to the Peekskill Sanitary Sewer District.

A. The identification of the property not currently within the boundaries of the Peekskill Sanitary Sewer District and to be added is contained in the attached Resolution prepared by the Town Clerk, Town of Yorktown. Said property is not currently in any County Sanitary Sewer District, and has never been in any County Sewer District in the past. The property is known as Old Crompond Road, designated as Section 35.08, Block 1, Lot 27.

**B. EFFECT ON SEWER DISTRICT TAX RATE:**

Full Equalized Valuations, which are assessed values adjusted for equalization rates, form the basis on which the sewer district tax levies are apportioned by the County Board of Legislators. The following are the full equalized valuations in the 2024 tax levy pertinent to the subject property:

Full Value of District

<u>CITIES/TOWNS</u>	<u>ASSESSED VALUE</u>	<u>EQ. PERCENT</u>	<u>FULL VALUE</u>
Cortlandt	\$ 14,893,985	1.22%	\$1,220,818,443
Peekskill	123,230,717	2.39	5,156,096,946
Somers	64,641,224	9.71	665,718,064
Yorktown	53,940,666	1.72	3,136,085,233
Total			\$10,178,718,686
(Town of Yorktown) Total Value of the parcels to be added			+ <u>4,808,900</u>
Total Full Value of District as Amended:			\$10,183,527,586

\* represents a 0.047% increase in the FEV of the District

C. The Surcharge Calculation for the property which is not now in a County Sewer District and is proposed for inclusion in the Peekskill Sanitary Sewer District is as follows:

If:  $e$  = added area's share in District equity or surcharge amount;

$A$  = added area's f.e.v., 2024 Rolls

$D$  = District f.e.v., 2024 rolls, before proposed additions

and  $E$  = District equity in existing facilities or the total of debt service and advances from district levies to pay the capital costs of those facilities, for the period 2020 through 2024.

Then: 
$$e = \frac{A}{D+A} \times E$$

$$e = \frac{4,808,900}{10,183,527,586 + 4,808,900} \times 51,007,426$$

$$e = \frac{4,808,900}{10,188,336,486} \times 51,007,426$$

$$e = 0.000472 \times \$51,007,426$$

$$e = \$24,075.53 \text{ (rounded to } \$24,000.00)$$

and: in each of 10 annual installments, a total surcharge of \$2,400.00 is to be collected from the added property and credited to the remaining properties of all Municipalities in the District, in each of the ten years.

D. Summary and Recommendations.

The proposed Peekskill Sanitary Sewer District Addition is feasible because:

1. The matter was requested by the Town of Cortlandt.
2. The facilities necessary to connect the property to County facilities (i.e. Gravity Sewers) will be constructed at the total expense of the Town of Cortlandt.
3. Maintenance of the completed facilities will be the responsibility of the Town of Cortlandt but not the Peekskill Sanitary Sewer District.
4. The Peekskill Water Resource Recovery Facility has a design flow of 10 MGD and the present average daily flow is 6.1 MGD. The average daily flow the parcel will generate is 3,080 gallons per day. The Facility and the County Trunk Sewer have sufficient capacity to accommodate this property.
5. The subject expansion will not result in any significant effect on the tax structure of the district.
6. The Territory proposed to be added to the Peekskill Sanitary Sewer District is not now in any County Sewer District and will be required to pay a surcharge over a ten year period.

File Name: FEAS Garden Ln\_Crompond\_RD\_Lot\_3.docx



**RESOLUTION NO. 2025 - \_\_\_\_\_**

**WHEREAS**, there is pending before this Honorable Board an Act to authorize the County to modify the Peekskill Sanitary Sewer District (the “District”) by adding one (1) parcel of property located in the Town of Yorktown (the “Town”), more particularly described as Old Crompond Road, Sec. 35.08, Block 1, Lot 27 (hereinafter the “Parcel”), to the District, which Parcel is not currently in any County Sanitary Sewer District and has never been in any County Sewer District in the past; and

**WHEREAS**, this Honorable Board has determined that the proposed addition to the County Sewer District 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**, the request to be included in the District is being made to serve a proposed 20-unit housing development, known as Garden Lane Apartments, that will be constructed on the Parcel; and

**WHEREAS**, pursuant to the SEQRA and its implementing regulations, 6 NYCRR Part 617 (“SEQR”), the Town Planning Board classified the housing project as an Unlisted action, conducted coordinated review and issued a Negative Declaration for the project on August 14, 2023, but did not include the County of Westchester (the “County”) as an involved agency and the County must now conduct its own environmental review to comply with SEQR; and

**WHEREAS**, this Honorable Board has also determined that the proposed addition of the Parcel to the County Sewer District would constitute an “Unlisted” action under SEQR, which requires this Honorable Board to make a separate determination as to whether the proposed action will have a significant impact on the environment; 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 adverse impact on the environment.

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

**RESOLVED**, that based upon this Honorable Board's review of the Short Environmental Assessment Form and the reasons set forth therein, this Board finds that there will be no significant adverse impact on the environment from the addition of this Parcel of property to the Peekskill Sanitary Sewer District; and be it further

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

**RESOLVED**, that this Resolution shall take effect immediately.

TO: Vincent Kopicki, Commissioner  
Department of Environmental Facilities

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



DATE: February 28, 2025

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR MODIFICATION  
OF PEEKKILL SANITARY SEWER DISTRICT TO ADD ONE PARCEL,  
OLD CROMPOND ROAD (GARDEN LANE), TOWN OF YORKTOWN**

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

The action involves the addition of a 1.56-acre parcel (Section 35.08, Block 1, Lot 27) to the County's Peekskill Sanitary Sewer District. The parcel is located on east side of Garden Lane, approximately 220 feet north of Old Crompond Road in the Town of Yorktown. The request to be included in the sewer district is being made to serve a proposed 20-unit housing development, known as Garden Lane Apartments, that will be constructed on the property.

Pursuant to the State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617 (SEQR), the Town of Yorktown Planning Board classified the housing project as an Unlisted action, conducted coordinated review and issued a Negative Declaration for the project on August 14, 2023. However, the County was not included an involved agency in the Town's review. As such, the County must conduct its own environmental review to comply with SEQR.

A Short Environmental Assessment Form has been prepared for the sewer district extension (Part 1 was completed by the developer/applicant) and 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: Joan McDonald, Director of Operations  
Andrew Ferris, Chief of Staff  
Paula Friedman, Assistant to the County Executive  
Tami Altschiller, Assistant Chief Deputy County Attorney  
Blanca Lopez, Commissioner of Planning  
Marian Pompa, Director of Wastewater Treatment  
Steve Elie-Pierre, Director – Maintenance, Dept. of Environmental Facilities  
Jeffrey Goldman, Senior Assistant County Attorney  
Sean Curtin, Assistant County Attorney  
Claudia Maxwell, Principal Environmental Planner

# Short Environmental Assessment Form

## Part 1 - Project Information


### Instructions for Completing

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

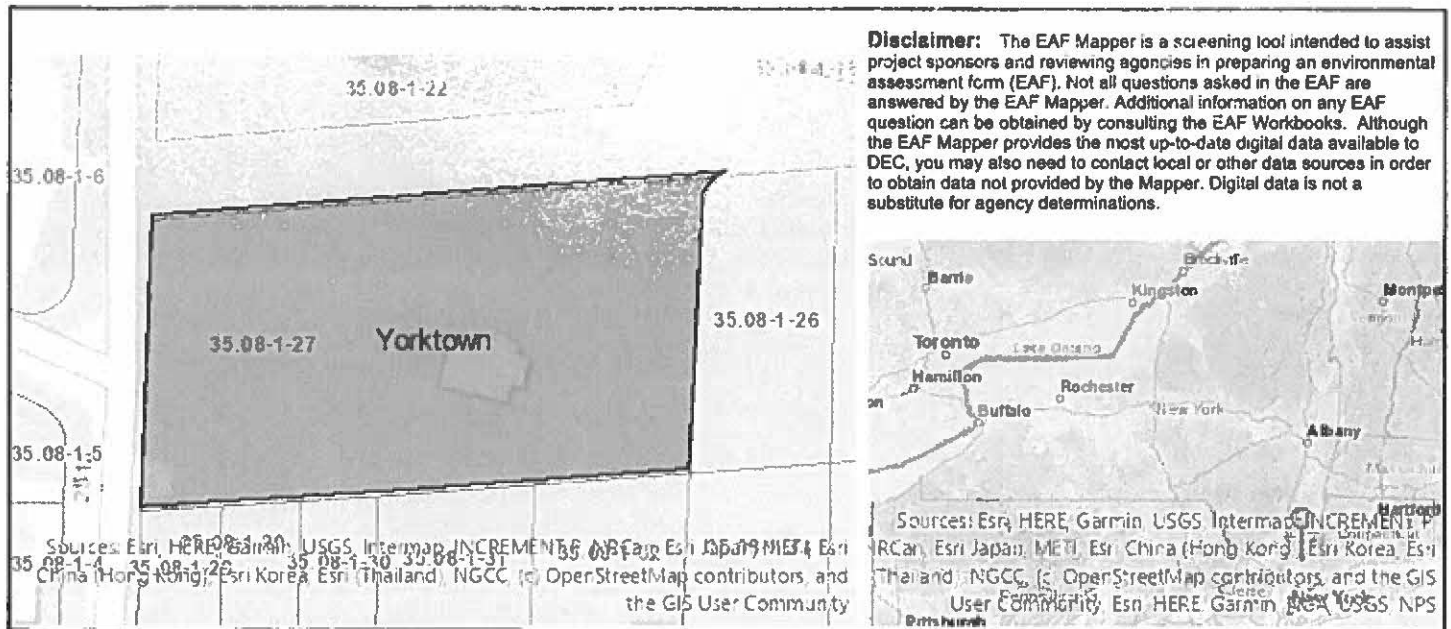
Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

<b>Part 1 – Project and Sponsor Information</b>			
Name of Action or Project: Garden Lane Apartments - Sewer District Extension			
Project Location (describe, and attach a location map): Garden Lane, approx. 200' North of Old Crompond Road			
Brief Description of Proposed Action: Sewer District Extension for a new apartment building with 20-units and associated site improvements.			
Name of Applicant or Sponsor: Michael F. Stein		Telephone: 914-909-0420 E-Mail: michael@hudsonec.com	
Address: 45 Knollwood Road, Suite 201			
City/PO: Elmsford		State: NY	Zip Code: 10523
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:			YES <input 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?			1.56 acres 1.41 acres 1.56 acres
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban) <input 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 checked="" type="checkbox"/>	<input type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	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?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____			

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO	YES
a. Will storm water discharges flow to adjacent properties?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If Yes, briefly describe:  All runoff will be treated onsite via drywell systems and filtration systems prior to being conveyed to an existing offsite stream, where it subsequently meets with the municipal stormwater infrastructure.		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b>  Applicant/sponsor/name: <u>Michael Slem, P.E.</u> Date: <u>12/26/23</u> Signature:  Title: _____		





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



## *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.

The project calls for expansion of the Town's Hunterbrook and Huntrook 202 Sanitary Sewer Districts and the County's Peekskill Sanitary Sewer District to include one parcel (Section 35/08, Block 1, Lot 27) in order to serve a proposed 2-story, 20-unit apartment building to be located on the east side of Garden Lane in the Town of Yorktown. The housing project was reviewed by the Town of Yorktown Planning Board, which issued a Negative Declaration pursuant to SEQR and granted site plan approval. However, the County was not included as an involved agency for the sewer district modification during the Town Planning Board's review.

The subject parcel is approximately 1.56 acres in size and is located adjacent to the boundary line of the aforementioned sewer districts. There is an existing low-pressure force main on Garden Lane to which the development will be able to connect. The force main connects to other mains that eventually lead to the Town's Hunterbrook Sewer District Pump Station, which then sends the sewage to the County's Hollow Brook Interceptor Trunk Line where it ultimately discharges into the County's Peekskill Water Resource Recovery Facility (WRRF). The Peekskill WRRF has a design flow of 10 million gallons per day (MGD) and the present average daily flow is 6.1 MGD. The housing development is expected to generate approximately 3,080 gallons per day. As such, the County facilities have sufficient capacity to accept this additional sewage and no further environmental impacts are anticipated.

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

**PRINT FORM**

**ACT NO. 2025 -**

**AN ACT** to Modify the Peekskill Sanitary Sewer District by the Addition of one (1) Parcel of Property Located in the Town of Yorktown.

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

**Section 1.** The following property known and designated as Old Crompond Road, Sec. 35.08, Block 1, Lot 27 (the "Parcel") on the assessment maps of the Town of Yorktown (the "Town") is hereby added to the Peekskill Sanitary Sewer District (the "District").

§ 2. Pursuant to the provisions of Chapter 237 of the Laws of Westchester County, the Board levies and assesses against the Parcel the aggregate sum of Twenty-Four Thousand Dollars (\$24,000.00) which amount shall be payable in ten equal annual installments of Two Thousand Four Hundred Dollars (\$2,400.00) and shall be credited to the remaining portion of the District.

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

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

§ 5. This Act shall take effect immediately.

RESOLUTION - 2025

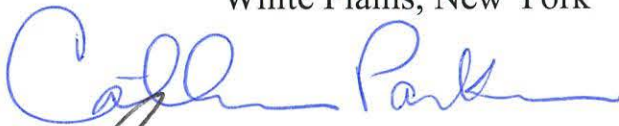
TO THE COUNTY BOARD OF LEGISLATORS  
OF THE COUNTY OF WESTCHESTER, NEW YORK

**WHEREAS**, the County Executive having on the 28<sup>th</sup> day of January, 2025, recommended the appointment of Christina Picciano, of Ossining, New York, as a member of the Westchester County LGBTQ Advisory Board, for a term to commence on January 28, 2025 and expire on December 31, 2028, 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 31<sup>st</sup> day of March, 2025 approved the appointment of Christina Picciano to the Westchester County LGBTQ Advisory Board; NOW THEREFORE BE IT

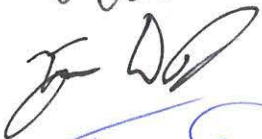
**RESOLVED**, that said appointment be and is hereby approved.

Dated: March 31, 2025  
White Plains, New York











COMMITTEE ON APPOINTMENTS



RESOLUTION - 2025

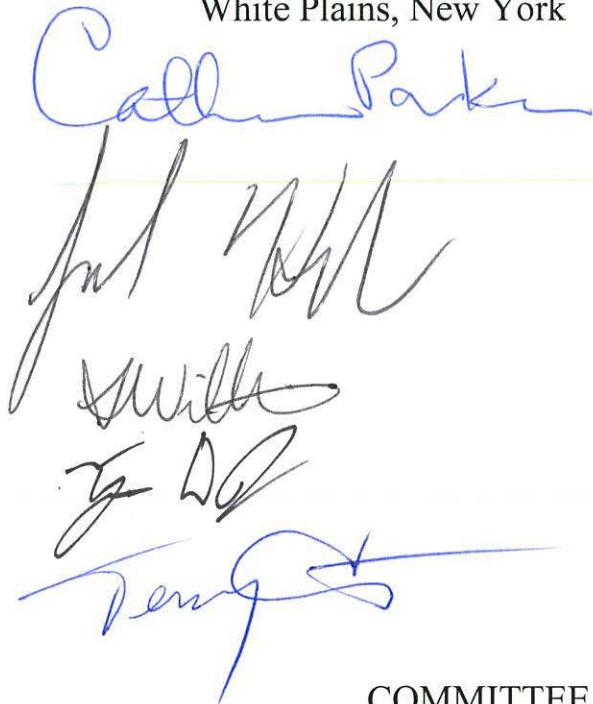
TO THE COUNTY BOARD OF LEGISLATORS  
OF THE COUNTY OF WESTCHESTER, NEW YORK

**WHEREAS**, the County Executive having on the 23<sup>rd</sup> day of January, 2025 recommended the appointment of Gillian K. Mullings, of Ardsley, New York, as a member of the Westchester County African American Advisory Board, for a term to commence on January 23, 2025, 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 31<sup>st</sup> day of March, 2025 approved the appointment of Gillian K. Mullings to the Westchester County African American Advisory Board; NOW THEREFORE BE IT

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

Dated: March 31, 2025  
White Plains, New York

The block contains four handwritten signatures in blue ink. The first signature is 'Call Parker'. The second signature is 'J. H. Smith'. The third signature is 'J. H. Smith'. The fourth signature is 'J. H. Smith'.

COMMITTEE ON APPOINTMENTS

RESOLUTION - 2025


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

**WHEREAS**, the County Executive having on the 22<sup>nd</sup> day of January, 2025, recommended the reappointment of Herbert H. Doerr, PT, of Pleasantville, New York, as member of the Westchester County Fire Advisory Board, for a term to commence on January 22, 2025 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 31<sup>st</sup> day of March, 2025 approved the reappointment of Herbert H. Doerr, PT, to the Westchester County Fire Advisory Board; NOW THEREFORE BE IT

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

Dated: March 31, 2025  
White Plains, New York

The block contains four handwritten signatures in blue ink. The top signature is clearly legible as 'Cathryn Parker'. Below it are three more signatures, which are more stylized and difficult to read, but appear to be 'John Smith', 'J. Doerr', and a signature that looks like 'J. Doerr' or 'J. Smith'.

COMMITTEE ON APPOINTMENTS

RESOLUTION - 2025

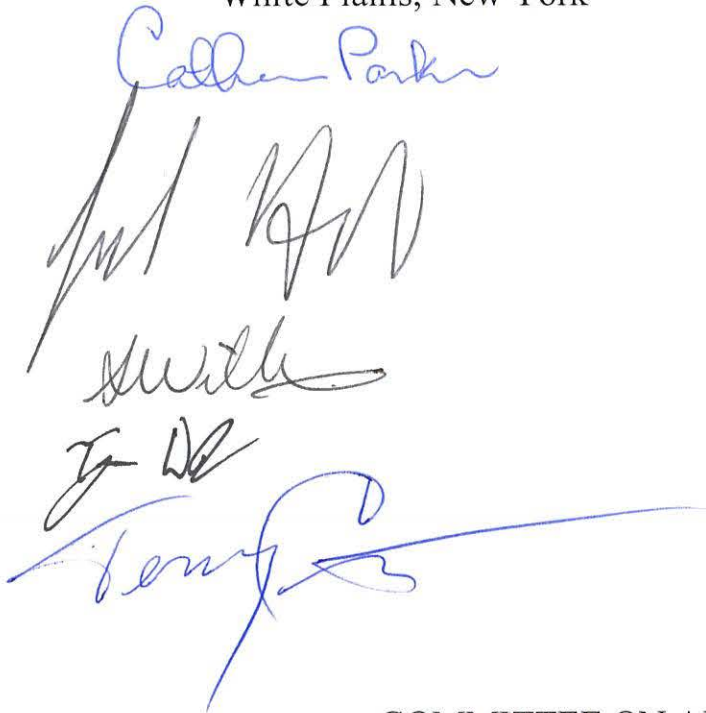
TO THE COUNTY BOARD OF LEGISLATORS  
OF THE COUNTY OF WESTCHESTER, NEW YORK

**WHEREAS**, the County Executive having on the 22<sup>nd</sup> day of January, 2025, recommended the reappointment of Robert Outhouse, of Croton-on-Hudson, New York, as member of the Westchester County Fire Advisory Board, for a term to commence on January 22, 2025 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 31<sup>st</sup> day of March, 2025 approved the reappointment of Robert Outhouse to the Westchester County Fire Advisory Board; NOW THEREFORE BE IT

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

Dated: March 31, 2025  
White Plains, New York

The block contains five handwritten signatures in blue ink. The first signature at the top is 'Catherine Parker'. Below it are four other signatures, which are more stylized and less legible. The signatures are arranged vertically, with the last one being the longest and most prominent.

COMMITTEE ON APPOINTMENTS



RESOLUTION - 2025

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

**WHEREAS**, the County Executive having on the 22<sup>nd</sup> day of January, 2025, recommended the reappointment of Lawrence Lee, Elmsford, New York, as a member of the Westchester County Fire Advisory Board, for a term to commence on January 22, 2025 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 31<sup>st</sup> day of March, 2025 approved the reappointment of Lawrence Lee, to the Westchester County Fire Advisory Board; NOW THEREFORE BE IT

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

Dated: March 31, 2025  
White Plains, New York

The block contains four handwritten signatures in blue ink. The top signature is 'Cathy Park'. Below it are three more signatures, which are more stylized and difficult to read, but appear to be 'John Smith', 'Joe Smith', and 'Dennis'.

COMMITTEE ON APPOINTMENTS

RESOLUTION - 2025

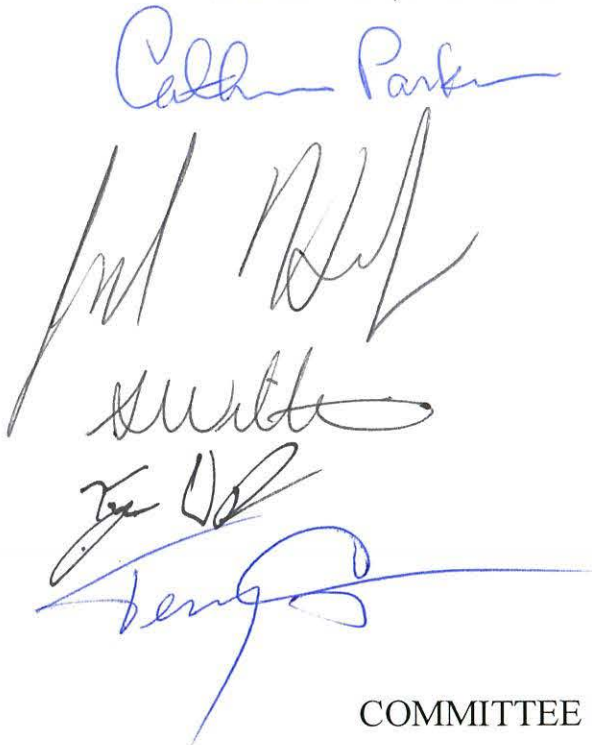
TO THE COUNTY BOARD OF LEGISLATORS  
OF THE COUNTY OF WESTCHESTER, NEW YORK

**WHEREAS**, the County Executive having on the 21<sup>st</sup> day of January, 2025, recommended the reappointment of Catherine Van Bomel of Rye, New York, as a member of the Westchester County Domestic Violence Council, for a term to commence on January 21, 2025 and expire on December 31, 2027, 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 31<sup>st</sup> day of March, 2025 approved the reappointment of Catherine Van Bomel to the Westchester County Domestic Violence Council; NOW THEREFORE BE IT

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

Dated: March 31, 2025  
White Plains, New York

The block contains five handwritten signatures in blue ink. The first signature is clearly legible as 'Catharine Parker'. The other four signatures are more stylized and difficult to decipher, but they appear to be of the same color and are positioned below the first signature.

COMMITTEE ON APPOINTMENTS

RESOLUTION - 2025

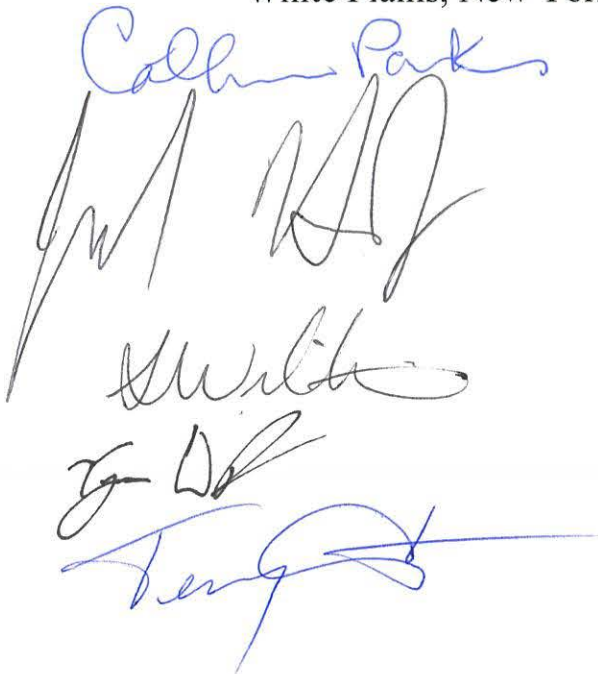
TO THE COUNTY BOARD OF LEGISLATORS  
OF THE COUNTY OF WESTCHESTER, NEW YORK

**WHEREAS**, the County Executive having on the 17<sup>th</sup> day of January, 2025, recommended the reappointment of Luis A. Muniz, Jr., of Yonkers, New York, as a member of the Westchester County Hispanic Advisory Board, for a term to commence on January 17, 2025 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 31<sup>st</sup> day of March, 2025, approved the reappointment of Luis A. Muniz, Jr., to the Westchester County Hispanic Advisory Board; NOW THEREFORE BE IT

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

Dated: March 31, 2025  
White Plains, New York



COMMITTEE ON APPOINTMENTS

RESOLUTION - 2025

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

**WHEREAS**, the County Executive having on the 17<sup>th</sup> day of January, 2025, recommended the reappointment of Hector Lopez, of Poughkeepsie, New York, as a member of the Westchester County Hispanic Advisory Board, for a term to commence on January 17, 2025 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 31<sup>st</sup> day of March, 2025, approved the reappointment of Hector Lopez,, to the Westchester County Hispanic Advisory Board; NOW THEREFORE BE IT

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

Dated: March 31, 2025  
White Plains, New York

The block contains several handwritten signatures in blue ink. At the top is a signature that appears to be 'J. O.'. Below it is a long, flowing signature that looks like 'Henry'. Underneath that are two more signatures, one of which is clearly 'Catherine Park'. At the bottom is another signature that appears to be 'Mullis'.

COMMITTEE ON APPOINTMENTS



RESOLUTION - 2025

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

**WHEREAS**, the County Executive having on the 17<sup>th</sup> day of January, 2025, recommended the reappointment of Denise Miranda, of Mount Vernon, New York, as a member of the Westchester County Hispanic Advisory Board, for a term to commence on January 17, 2025 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 31<sup>st</sup> day of March, 2025, approved the reappointment of Denise Miranda, to the Westchester County Hispanic Advisory Board; NOW THEREFORE BE IT

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

Dated: March 31, 2025  
White Plains, New York



COMMITTEE ON APPOINTMENTS

RESOLUTION - 2025

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

**WHEREAS**, the County Executive having on the 15<sup>th</sup> day of January, 2025, recommended the reappointment of Phillip Morton of Elmsford, New York, as a member of the Westchester County African American Advisory Board, for a term to commence on January 15, 2025 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 31<sup>st</sup> day of March, 2025 approved the reappointment of Phillip Morton to the Westchester County African American Advisory Board; NOW THEREFORE BE IT

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

Dated: March 31, 2025  
White Plains, New York

The block contains four handwritten signatures in blue ink. The first signature is at the top, followed by a second signature that appears to be 'Cathy Parker'. Below that is a third signature, and at the bottom is a fourth signature. The signatures are written in a cursive, flowing style.

COMMITTEE ON APPOINTMENTS

RESOLUTION - 2025

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

**WHEREAS**, the County Executive having on the 15<sup>th</sup> day of January, 2025, recommended the reappointment of Joyce Cole of Ossining, New York, as a member of the Westchester County African American Advisory Board, for a term to commence on January 15, 2025 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 31<sup>st</sup> day of March, 2025 approved the reappointment of Joyce Cole to the Westchester County African American Advisory Board; NOW THEREFORE BE IT

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

Dated: March 31, 2025  
White Plains, New York



COMMITTEE ON APPOINTMENTS



RESOLUTION - 2025

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

**WHEREAS**, the County Executive having on the 15<sup>th</sup> day of January, 2025, recommended the reappointment of Jill Bradshaw-Soto, Esq., of Portchester, New York, as a member of the Westchester County African American Advisory Board, for a term to commence on January 15, 2025 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 31<sup>st</sup> day of March, 2025 approved the reappointment of Jill Bradshaw-Soto, Esq., to the Westchester County African American Advisory Board; NOW THEREFORE BE IT

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

Dated: March 31, 2025  
White Plains, New York

The block contains four handwritten signatures in blue ink. The first signature is at the top, followed by a second signature that appears to be 'Henry'. Below these are two more signatures, one of which is clearly legible as 'Catherine Parker'. The fourth signature is at the bottom and is less legible.

COMMITTEE ON APPOINTMENTS

TO: BOARD OF LEGISLATORS  
COUNTY OF WESTCHESTER

Your Committee recommends passage of “A LOCAL LAW amending the Laws of Westchester County by adding a new Article IV to Chapter 233, entitled ‘Board of Acquisition and Contract,’ regarding requirements for lowest responsible bidding on County public work projects.”

Your Committee is aware that New York State General Municipal Law § 103 requires the County to award all public work contracts involving an expenditure of more than thirty-five thousand dollars (\$35,000) to the lowest responsible bidder.

Your Committee believes that the County and its taxpayers have a strong interest in ensuring that an effective screening process regarding bidder responsibility exists, so that public works contracts can be awarded appropriately. This Local Law, if adopted, would improve the County’s ability to identify the lowest responsive and responsible bidder on public work contracts. Currently, the County’s bidder review process involves guidance and procedures that are found in various County documents—including, for example, a Westchester County Executive Order from 1998 regarding compliance with prevailing wage and labor laws. This Local Law would codify, in one place, comprehensive submission requirements for bidders as well as an enhanced evaluation system for the County. A thorough evaluation process regarding bidders can help minimize the risk of contractor delay, nonperformance, or even default. The proposed Local Law will enable the County to better assess, prior to contracting, whether the subject lowest responsive bidder is also “responsible” under the law, based on the bidder’s financials, legal capacity, integrity, and past performance on government contracts. Indeed, quality workmanship, efficient operation, safety, and timely completion of projects are not necessarily assured by awarding a public work contract solely on the basis of the low price.

Your Committee understands that this proposed Local Law establishes uniform guidelines for determining bidder responsibility. Under the proposed law, the bidder must complete, certify, and submit with its bid a form that responds to questions regarding the bidder's financial ability, legal capacity, integrity, past performance on government contracts, and compliance with applicable laws and regulations. Based on the information provided in this questionnaire, along with any other information about the bidder gathered pursuant to the Local Law, the County will be better able to make a determination about the bidder's responsibility—or lack thereof—prior to executing the relevant contract.

Your Committee also understands that this proposed Local Law outlines a detailed process through which a bidder may file an internal appeal with the County's Board of Acquisition and Contract, should the bidder wish to contest the relevant County agency's initial determination that the bidder is not responsible.

Your Committee is aware that this proposed Local Law also includes mechanisms by which the County can continue to monitor the winning bidder's responsibility through the life of the contract. The proposed law provides expressly that the contractor must remain responsible during the contract's term and that, if the County requests it, the contractor must provide information about its continuing legal authority to do business in New York; its integrity; and its experience, ability, prior performance, and organizational and financial capacity.

Your Committee has been advised that the attached Local Law is subject to a permissive referendum pursuant to Section 209.171(2), because it changes a provision of law relating to public bidding and/or contracts. Consequently, pursuant to Section 209.181 of the Laws of Westchester

County, the attached Local Law, if adopted, may not take effect until sixty (60) days after its adoption, assuming that within that time a petition protesting its adoption is not filed by the statutorily required number of qualified electors.

Finally, Your Committee is informed that the proposed project does not meet the definition of an action under New York State Environmental Quality Review Act ("SEQRA") and its implementing regulations 6 NYCRR Part 617. Please refer to the memorandum from the Department of Planning, dated January 14, 2025, which is on file with the Clerk of the Board of Legislators. Your Committee concurs in this conclusion.

Your Committee recommends adoption of this Local Law.

Dated: March 31, 2025  
White Plains, New York


Legislation

COMMITTEE ON

Public Works & Transportation

SCM-3/06/2025

Dated: March 31, 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.***

*Emiliana May*

**COMMITTEE ON**

Legislation

LOCAL LAW INTRO. NO. - 2025

A LOCAL LAW amending the Laws of Westchester County by adding a new Article IV to Chapter 233, entitled 'Board of Acquisition and Contract,' regarding requirements for lowest responsible bidding on County public work projects.

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

**Section 1.** A new Article IV is hereby added to Chapter 233 of the Laws of Westchester County to read as follows:

**CHAPTER 233, Article IV. - Lowest Responsible Bidder for Public Work**

**Sec. 233.501. Short Title.**

**Sec. 233.511. Applicability.**

**Sec. 233.521. Definitions.**

**Sec. 233.531. Determination of Lowest Responsible Bidder; Provisional Determinations of Non-responsibility.**

**Sec. 233.541. Notice to Bidder Regarding Provisional Determination of Non-responsibility.**

**Sec. 233.551. Final Determination.**

**Sec. 233.561. Contractor's Ongoing Responsibility.**

**Sec. 233.571. Recordkeeping.**

**Sec. 233.581. Severability.**

**Sec. 233.501. Short Title.**

This Article shall be known as and may be cited as the "Lowest Responsible Bidder for Public Work Law."

**Sec. 233.511. Applicability.**

This Local Law shall apply to public work projects subject to, and not otherwise excepted from, the competitive bidding requirements of New York State General Municipal Law section 103(1) and the Laws of Westchester County section 161.11(3).

**Sec. 233.521. Definitions.**

1. Bidder: Any individual, sole proprietor, partnership, firm, corporation, limited liability company, association, or other legal entity that responds to requests for bids issued by the County for public work pursuant to New York State General Municipal Law section 103(1) and the Laws of Westchester County section 161.11(3).
2. Commissioner: The Commissioner of the County Department that is requesting bids, and/or the Commissioner's designee.
3. Contractor: Any individual, sole proprietor, partnership, firm, corporation, limited liability company, association, or other legal entity that enters into a contract with the County for public work following the award of such contract under New York State General Municipal Law section 103(1) and the Laws of Westchester County section 161.11(3).
4. Principal: Any individual, sole proprietor, partnership, firm, corporation, limited liability company, association, or other legal entity that holds an ownership interest of 10 percent or more in the Bidder or Contractor.
5. Provisional Determination: The initial, non-final determination about a Bidder's Responsibility, which is made by the Commissioner.
6. Responsibility: The financial ability, legal capacity, integrity, and past performance of a Bidder or Contractor, and its compliance with applicable laws and regulations.
7. Responsibility Questionnaire:
  - a. A questionnaire, as may be amended from time to time, that is applicable to the public work project and the Bidder.
  - b. The applicable questionnaire requires Bidders to answer questions demonstrating the Bidders' financial ability, legal capacity, integrity, past performance on municipal or other government contracts, and compliance with applicable laws and regulations.



- c. Such Responsibility Questionnaire shall be certified by an owner or official of the Bidder.
- 8. Responsive: A Bidder's meeting the minimum specifications or requirements as prescribed in the request for bids.

**Sec. 233.531. Determination of Lowest Responsible Bidder; Provisional Determinations of Non-responsibility.**

- 1. Whenever any contract for public work is bid pursuant to General Municipal Law section 103(1) and the Laws of Westchester County section 161.11(3), the County shall include the relevant Responsibility Questionnaire as part of the request for the bid, along with the other relevant bid documents.
- 2. Only bids including a completed Responsibility Questionnaire and all other necessary documentation will be considered for the relevant contract by the County. The submission of a bid shall establish that the Bidder received all necessary documents, including, but not limited to, the Responsibility Questionnaire. Failure to submit the completed Responsibility Questionnaire with the bid documents shall render the bid non-responsive.
- 3. The Commissioner shall determine whether the apparent lowest Bidder is responsible after the Commissioner's review and consideration of, as applicable, the following:
  - a. the bid documents;
  - b. the information provided by the Bidder in the completed Responsibility Questionnaire;
  - c. material information regarding the financial ability, legal capacity, integrity, and past performance of the Bidder;

- d. information collected pursuant to this and other New York State and Local Laws, including the list described in Section 233.571 of this Chapter; and
  - e. county and state executive orders and rules and regulations, including the “Guidelines for Responsibility Determinations,” set forth in New York Codes, Rules and Regulations, Title 9, Section 4.170.
4. In the event of any of the following, the Commissioner shall make a Provisional Determination that the Bidder is not responsible:
- a. the Bidder is found to have falsified any material information on a submitted Responsibility Questionnaire;
  - b. the Bidder fails to properly disclose any material information on a submitted Responsibility Questionnaire;
  - c. the Bidder has committed or been found guilty of a willful violation of a provision of the New York State Labor Law within the preceding thirty-six (36) months, as determined by the State Department of Labor or a court of competent jurisdiction; and/or
  - d. any Principal of the Bidder is or was a Principal of any other business entity that has committed or been found guilty of a willful violation of the New York State Labor Law within the preceding thirty-six (36) months, as determined by the State Department of Labor or a court of competent jurisdiction.
5. Upon a Provisional Determination by the Commissioner that the apparent lowest Bidder is not responsible, (a) the Commissioner shall provide the reasons therefor in a memorandum to the Board of Acquisition and Contract (“A&C”), and append any documentation in support of the Provisional Determination to the memorandum, and (b) sections 233.541 and 233.551 of this Article shall apply.

**Sec. 233.541. Notice to Bidder Regarding Provisional Determination of Non-responsibility.**

1. When a Provisional Determination is made that the Bidder is not responsible, A&C shall notify the respective Bidder of the Provisional Determination of non-responsibility, in writing, stating the reasons therefor, and shall provide the apparent lowest Bidder with copies of any supporting materials, including those that the Commissioner has submitted to A&C in support of the Commissioner's Provisional Determination of Bidder non-responsibility (hereafter, the "Notice"). The Notice shall be sent within seven (7) days after the Provisional Determination is received by A&C.
2. The Notice shall set forth a date, time, and place for the apparent lowest Bidder to appear and be heard on the issue of non-responsibility before A&C (the "Appearance Date"), and the Notice must advise that the Bidder shall have the opportunity to rebut the Provisional Determination either (a) in-person before A&C on the date set forth in the Notice, with or without counsel; and/or (b) upon the submission of a written response and any supporting documentation at least three (3) days prior to the date set forth in the Notice.
3. No fewer than ten (10) days before the Appearance Date set forth in the Notice for the apparent lowest Bidder to appear and be heard on the issue of non-responsibility before A&C, the Notice shall be either: (a) personally served on the Bidder; (b) sent via overnight mail to the mailing address provided by the Bidder, by a carrier that provides proof of delivery; or (c) sent via e-mail to the e-mail address provided by the Bidder.
4. The Appearance Date shall be no later than fourteen (14) days after the Notice is served on the Bidder as provided in subsection (3) above.

**Sec. 233.551. Final Determination.**

1. The Bidder may respond to the Notice regarding the Provisional Determination as follows:

- a. On the Appearance Date, at the time and place set forth in the Notice, a representative of the Bidder may appear in person before A&C, with or without counsel; and/or
  - b. At least three (3) days before the Appearance Date, the Bidder may submit a written response and any supporting documentation.
2. No fewer than six (6) days after the Appearance Date set forth in the Notice of the Provisional Determination of non-responsibility, A&C shall make a final determination, via resolution (the "Resolution"), regarding the Responsibility of the apparent low Bidder (the "Final Determination"). In making a Final Determination, A&C shall review and consider, as applicable, the following:
  - a. the bid documents;
  - b. the information provided by the Bidder in the completed Responsibility Questionnaire;
  - c. material information regarding the financial ability, legal capacity, integrity, and past performance of the Bidder;
  - d. information collected pursuant to this and other New York State and Local Laws, including the list described in Section 233.571 of this Chapter;
  - e. county and state executive orders and rules and regulations, including the "Guidelines for Responsibility Determinations," set forth in New York Codes, Rules and Regulations, Title 9, Section 4.170; and
  - f. any information provided by the Bidder pursuant to the process set forth in paragraph 1 of this section (Sec. 233.551(1)).
3. Within five (5) business days of the Final Determination, A&C shall notify the Commissioner and the Bidder of the Final Determination by providing a copy of the Resolution to: (a) the Commissioner, via e-mail, inter-office mail, personal delivery, or other means; and (b) the

Bidder, via either (i) personal service on the Bidder or (ii) overnight mail to the mailing address provided by the Bidder, by a carrier that provides proof of delivery.

4. If the Final Determination of A&C deems the apparent lowest Bidder to be non-responsible:
  - a. The Final Determination may be appealed by the Bidder pursuant to Article 78 of the New York Civil Practice Law and Rules.
  - b. As soon as practicable after notification of the Final Determination, and regardless of whether the Bidder has appealed the Final Determination, the Commissioner shall review the next lowest Bidder for the public work project to determine whether such Bidder is responsible, until a lowest responsible Bidder is determined through the process set forth above in Sections 233.531(3)–(5), 233.541, and 233.551.

**Sec. 233.561. Contractor's Ongoing Responsibility.**

1. Following the award of the contract to the lowest responsible Bidder, the Contractor shall at all times during the contract term remain responsible.
2. At all times during the contract term, the Contractor shall have a duty to disclose to the Commissioner (a) any violations by the Contractor of local, state, or federal law, as determined by an administrative agency or a court of competent jurisdiction; and (b) any allegations of violations by the Contractor of local, state, or federal law, as alleged in any filed civil complaint, criminal indictment, or criminal complaint.
3. The Contractor shall, as may be requested by the Commissioner, provide information to the Commissioner about the Contractor's continuing legal authority to do business in New York State; its integrity; its experience, ability, prior performance, and organizational and financial capacity.

4. If the Contractor fails to comply with the requirements of paragraph 1-3 of this section, in addition to any sanctions available under the contract, the Contractor may be subject to sanctions including, but not limited to: (a) temporary suspension of work on the public work project until the Contractor complies with the requirements of paragraph 1 of this section; and/or (b) withholding by the County of payments due under the contract until the Contractor complies with the requirements of paragraph 1 of this section.
5. The Commissioner shall, upon receipt of the information listed in paragraphs 2 and/or 3 of this section, conduct an investigation into whether the Contractor is responsible in accordance with the procedure set forth above in Section 233.531(3)-(5).
6. If the Commissioner makes a Provisional Determination that the Contractor is not responsible, and, following the process outlined in sections 233.541 and 233.551 above and the Contractor's opportunity to be heard, A&C makes a Final Determination that the Contractor is not responsible, then A&C may, through resolution, determine that the Contractor is in default with respect to the awarded contract.

**Sec. 233.571. Recordkeeping.**

A&C shall keep an accurate list of all Bidders and Contractors who have been deemed to be not responsible through a Final Determination of A&C. This list shall be for informational purposes only, and the inclusion of an entity on the list shall not bar the entity from bidding on or being awarded a County contract. Such non-responsible entities shall remain on the list for a period of no fewer than five (5) years, unless a court of competent jurisdiction determines that the County's non-responsibility determination was in error.

**Sec. 233.581. Severability.**

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

**Section 2.**

The Clerk of the Board shall cause a notice of this Local Law to be published at least once a week for two successive weeks, the first publication of which shall be had within ten days after such local law is adopted, in the official newspapers published in the County of Westchester, said notice to contain the number, date of adoption and a true copy of the Local Law, and a statement that this Local Law changes a provision of law relating to public bidding and/or contracts, and is therefore subject to the provisions of Sections 209.171(2) and 209.181 of the Laws of Westchester County, providing for a permissive referendum.

**Section 3.**

This Local Law shall take effect sixty (60) days after its adoption, subject to the provisions of Section 209.181 of the Laws of Westchester County.



RESOLUTION - 2025

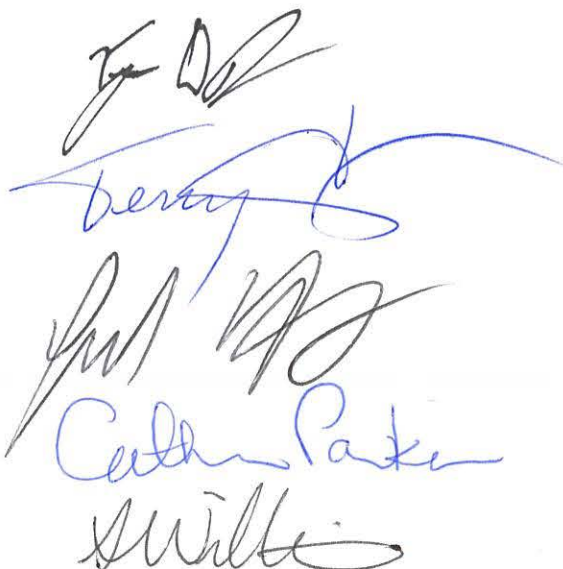
TO THE COUNTY BOARD OF LEGISLATORS  
OF THE COUNTY OF WESTCHESTER, NEW YORK

**WHEREAS**, the County Executive, having on the 17<sup>th</sup> day of January, 2025, recommended the reappointment of Debra Clay of White Plains, New York, as a member of the Westchester County Parks, Recreation, and Conservation Board, for a term to commence on January 17, 2025, and expire on December 31, 2027, 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 31<sup>st</sup> day of March, 2025 approved the reappointment of Debra Clay 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: March 31, 2025  
White Plains, New York



COMMITTEE ON APPOINTMENTS

RESOLUTION - 2025

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

**WHEREAS**, the County Executive having on the 21<sup>st</sup> day of January, 2025, recommended the reappointment of Peter Sciliano, ACSW of Valhalla, New York, as a member of the Westchester County Refuse Disposal District No. 1 Advisory Board, for a term to commence on January 21, 2025, 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 31<sup>st</sup> day of March, 2025, approved the reappointment of Peter Sciliano, ACSW to the Westchester County Refuse Disposal District No. 1 Advisory Board; NOW THEREFORE BE IT

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

Dated: March 31, 2025  
White Plains, New York

The block contains four handwritten signatures in blue ink. The first signature is at the top, followed by a second signature that is more stylized and extends further to the right. Below these are two more signatures, one of which appears to be 'Catherine Park' and the other is 'Wille'.

COMMITTEE ON APPOINTMENTS

RESOLUTION - 2025

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

**WHEREAS**, the County Executive having on the 22<sup>nd</sup> day of January, 2025, recommended the reappointment of Justin Costable of New Milford, Connecticut, as a member of the Westchester County Emergency Medical Services Advisory Board, for a term to commence on January 22, 2025 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 31<sup>st</sup> day of March, 2025 approved the reappointment of Justin Costable, as a member of the Westchester County Emergency Medical Services Advisory Board,  
NOW THEREFORE BE IT

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

Dated: March 31, 2025  
White Plains, New York



COMMITTEE ON APPOINTMENTS

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

Your Committee is in receipt of a communication from the County Executive recommending the adoption of an Act in order to amend the number of units in a development known as Brookfield Commons Phase III (the “Development”) to be located in the City of White Plains.

Your Committee is advised that on August 5, 2024, August 5, 2024, your Honorable Board enacted legislation in connection with “Capital Project BPL1A – Housing Implementation Fund II” to finance certain 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 construction of one (1) building (the “Development”) with one hundred seventy-four (174) affordable rental units that will affirmatively further fair housing (the “Affordable AFFH Units”) at 161 South Lexington Avenue in the City of White Plains (the “Property”) which is owned by the White Plains Housing Authority (“WPHA”). In particular, your Honorable Board enacted Bond Act No. 145-2024 which authorized the issuance of bonds of the County of Westchester (“County”) in an amount not-to-exceed \$8,134,000 as part of Capital Project BPL1A to finance the Infrastructure Improvements, and Act No. 146-2024 which authorized the County to enter into an Inter-Municipal Developer Agreement (the “IMDA”) with the City of White Plains (the City”), White Plains Housing Authority and Trinity Financial, Inc., its successors or assigns (“collectively the “Developer”) for the construction of the Infrastructure Improvements.

Following the approval of the legislation by your Honorable Board, the Department of Planning (“Planning”) was advised that the design of the building was revised and that instead of 174 units, it will now include 168 units. The changes in the units by income level are shown in the chart below.

Income Level	Original Number of Units	Revised Number of Units
30% AMI	8	8
50% AMI	35	33
60% AMI	112	109
90% AMI (includes employee unit)	<u>19</u>	<u>18</u>
Total	174	168

Therefore, it is necessary to amend Bond Act No. 145-2024 and Act No. 146-2024 to modify the number of Affordable AFFH Units from 174 units to 168 units. All other aspects of the Development remain the same as originally presented and all other aspects of the approved legislation will remain unchanged, including but not limited to the requirement that the Affordable AFFH Units will remain affordable for a term of not less than fifty (50) years.

Your Committee is also advised that on February 4, 2025, the Westchester County Planning Board (the “Planning Board”) was advised of the change in the number of units via an information item. The Planning Board Resolution is annexed hereto.

As your Honorable Board is aware, no action may be taken with regard to the proposed legislation until the requirements of the State Environmental Quality Review Act have been met. The Planning Department has advised the City Common Council classified this project as an Unlisted action. On July 3, 2023, the City Common Council issued a notice of intent to serve as lead agency and circulated Part 1 of a Full Environmental Assessment Form and circulated a Full Environmental Assessment Form to involved agencies, including the Westchester County Board of Legislators. On August 7, 2023, the City Common Council issued a Negative Declaration for the project. Since the City undertook coordinated review and the County was included as an involved agency, then, in accordance with section 617.6(b)(3), no further environmental review is required by the County.



After careful review, your Committee believes that the amended Acts are in the best interest of the County and therefore recommends their adoption, noting that the amendment to Act No. 146-2024 requires an affirmative vote of the majority of your Honorable Board, while the amended Bond Act requires the affirmative vote of two-thirds of your Honorable Board.

Dated: March 31<sup>st</sup>, 2025  
White Plains, New York

James Butler John  
To DO  
Maurice Baur  
Colin O'Neil  
Jul DO

James Butler John  
To DO  
Colin O'Neil  
Dont Drum

St. John  
James Butler John  
To DO  
Maurice Baur

**COMMITTEE ON**


c/dv/1/31/25

Budget & Appropriations

Housing & Planning

Public Works  
&  
Transportation 246

# FISCAL IMPACT STATEMENT

<b>CAPITAL PROJECT #:</b> <u>BPL1A</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>161 SOUTH LEXINGTON AVE WHITE PLAINS Amend BA 145-2024 to change number of units</b>			
<b>SECTION B - BONDING AUTHORIZATIONS</b> To Be Completed by Finance			
<b>Total Principal</b>	\$	8,134,000	<b>PPU</b> 15 <b>Anticipated Interest Rate</b> 3.02%
<b>Anticipated Annual Cost (Principal and Interest):</b>		\$	681,997
<b>Total Debt Service (Annual Cost x Term):</b>		\$	10,229,955
<b>Finance Department:</b>		Interest rates from March 6, 2025 Bond Buyer - ASBA	
<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):			
<hr/>			
<hr/>			
<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>		n/a	
<b>Prepared by:</b>	<u>Dianne Vanadia</u>	<b>Reviewed By:</b>	
<b>Title:</b>	<u>Associate Budget Director</u>	<b>Budget Director</b>	
<b>Department:</b>	<u>Budget</u>	<b>Date:</b>	<u>3/17/25</u>
<b>Date:</b>	<u>3/6/25</u>		



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

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



DATE: March 4, 2025

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR MODIFICATION OF  
BROOKFIELD COMMONS PHASE III, WHITE PLAINS  
(BPL1A HOUSING IMPLEMENTATION FUND II)**

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

The action involves an amendment of prior legislation authorizing the provision of County funding under capital project BPL1A, along with an associated intermunicipal agreement, to support the third phase of the redevelopment of Winbrook public housing complex located in White Plains. Renamed Brookfield Commons, the third phase consists of the construction of an 11-story residential building that was to contain 174 new affordable apartments and approximately 2,100 square feet of community space, along with 63 parking spaces on an approximately one-acre site at 161 South Lexington Avenue in the City of White Plains. The number of housing units has subsequently been reduced from 174 to 168, in order to accommodate more 3-bedroom units in place of 1- and 2-bedroom units. Subsequent changes also include some minimal building adjustments in size and height to comply with the latest New York State Homes and Community Renewal requirements and to provide for Passive House design. There will be no change to the other site plan components.

Capital Project BPL1A, known as Housing Implementation Fund II, will support a portion of the infrastructure improvements, such as paving, curbing, sidewalks, stormwater management, water lines, sanitary sewer system, lighting, signage, and landscaping. These elements remain unchanged.

With respect to SEQR, the White Plains Common Council classified the original project as an Unlisted action, conducted coordinated review and issued a Negative Declaration for the project on August 7, 2023. The modifications were considered minor amendments and no further environmental review was conducted by the City. Since the City Common Council served as Lead Agency and the County of Westchester was included as an involved agency, then in accordance with section 617.6(b)(3), no further environmental review is required by the County.

Please do not hesitate to contact me if you have any questions regarding this matter.

DSK/cnm

cc: Blanca Lopez, Commissioner  
David Vutera, Associate County Attorney  
Claudia Maxwell, Principal Environmental Planner

To: Honorable Members of the Westchester County Planning Board

From: Blanca P. Lopez  
Commissioner  
Department of Planning

Leonard Gruenfeld  
Program Director– Community Development  
Department of Planning

Re: **No-Action Item to the Planning Board –  
Brookfield Commons Phase III Apartments  
161 South Lexington Avenue  
City of White Plains**

Date: January 30, 2025

Brookfield Commons Phase III Apartments (the “Development”) in the City of White Plains was recommended for assistance by the County of Westchester (“County”) through the Housing Implementation Fund (“HIF”) at the Planning Board (“Board”) meeting on June 4, 2024 via resolution 24-21. When presented to the Board, the development was contemplated to have a total of 174 units. The plans were revised and the number of units has been reduced to 168 units, a reduction of 6 units. All other aspects of the development remain the same.

The original allocation:

Affordable Units - Income Levels	Number of Units	Expected Monthly Rent/Unit
1-Bedrooms @ 30% AMI (PB Section 8)	2	\$879
2-Bedrooms @ 30% AMI (PB Section 8)	5	\$1,054
3-Bedrooms @ 30% AMI (PB Section 8)	1	\$1,219
1-Bedrooms @ 50% AMI	18	\$1,465
2-Bedrooms @ 50% AMI	14	\$1,757
3-Bedrooms @ 50% AMI	2	\$2,031
4-Bedrooms@ 50% AMI	1	\$2,343
1-Bedrooms @ 60% AMI	51	\$1,758
2-Bedrooms @ 60% AMI	58	\$2,108
3-Bedrooms @ 60% AMI	2	\$2,437
4-Bedrooms @ 60% AMI	1	\$2,812
1-Bedrooms @ 90% AMI	8	\$2,637

2-Bedrooms @ 90% AMI	7	\$3,163
3-Bedrooms @ 90% AMI	3	\$3,656
2-Bedrooms @ 90% AMI (Employee Unit)	1	\$0
<b>Total Units 30%-90%:</b>	<b>174</b>	

The revised unit allocation is below:

Affordable Units - Income Levels	Number of Units	Expected Monthly Rent/Unit
1-Bedrooms @ 30% AMI (PB Section 8)	2	\$879
2-Bedrooms @ 30% AMI (PB Section 8)	5	\$1,054
3-Bedrooms @ 30% AMI (PB Section 8)	1	\$1,219
1-Bedrooms @ 50% AMI	14	\$1,465
2-Bedrooms @ 50% AMI	16	\$1,757
3-Bedrooms @ 50% AMI	2	\$2,031
4-Bedrooms @ 50% AMI	1	\$2,343
1-Bedrooms @ 60% AMI	44	\$1,758
2-Bedrooms @ 60% AMI	54	\$2,108
3-Bedrooms @ 60% AMI	10	\$2,437
4-Bedrooms @ 60% AMI	1	\$2,812
1-Bedrooms @ 90% AMI	7	\$2,637
2-Bedrooms @ 90% AMI	8	\$3,163
3-Bedrooms @ 90% AMI	2	\$3,656
2-Bedrooms @ 90% AMI (Employee Unit)	1	\$0
<b>Total Units 30%-90%:</b>	<b>168</b>	

Comparison

Income Level	Original Number of Units	Revised Number of Units
30% AMI	8	8
50% AMI	35	33
60% AMI	112	109
90% AMI (includes employee unit)	<u>19</u>	<u>18</u>
Total	174	168

This development is slated to close on its construction financing with the State of New York this March and the Planning Department will notify the County Board of Legislators of this modification at their upcoming meeting.

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

BOND ACT OF THE COUNTY OF WESTCHESTER, NEW YORK, AMENDING THE BOND ACT ADOPTED AUGUST 5, 2024, IN RELATION TO INFRASTRUCTURE IMPROVEMENTS ASSOCIATED WITH THE CONSTRUCTION OF AFFORDABLE HOUSING UNITS ON PROPERTY LOCATED AT 161 SOUTH LEXINGTON AVENUE, 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, AT THE MAXIMUM ESTIMATED COST OF \$8,134,000 (Adopted \_\_\_\_\_, 20\_\_\_\_\_).

WHEREAS, this Board has heretofore duly authorized the issuance of \$8,134,000 bonds to finance the cost of infrastructure improvements associated with the construction of affordable housing units on property located at 161 South Lexington Avenue, in the City of White Plains, pursuant to Act No. 145-2024 duly adopted on August 5, 2024; and

WHEREAS, it has now been determined that the number of affordable housing units to be constructed pursuant to the financing authorized by said resolution shall be reduced from 174 to 168; Now, therefore,

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

**Section (A)** The bond act duly adopted by this Board on August 5, 2024, entitled:

“ACT NO. 145-2024

BOND ACT AUTHORIZING THE ISSUANCE OF \$8,134,000 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 161 SOUTH LEXINGTON AVENUE, 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 \$8,134,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$8,134,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS (Adopted 08/05, 2024)”

is hereby amended to read as follows:

BOND ACT AUTHORIZING THE ISSUANCE OF \$8,134,000 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 161 SOUTH LEXINGTON AVENUE, 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 \$8,134,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$8,134,000 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 \$8,134,000, 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 161 South Lexington Avenue, in the City of White Plains (the “AFFH Property”) at a cost to the County of \$8,134,000, 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, paving with curbing and/or sidewalks, storm water detention, drainage systems, sanitary sewer systems, water lines, lighting, related signage and landscaping and construction management and County administrative costs. The funding requested herein, at the aggregate estimated maximum cost of \$8,134,000, is in support



of the construction of 168 Affordable AFFH units. The County shall enter into an Inter-municipal/Developer Agreement (“IMDA”) with the City of White Plains, White Plains Housing Authority and Trinity Financial, Inc. (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 \$8,134,000. The plan of financing includes the issuance of \$8,134,000 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 \$8,134,000 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 \$8,134,000. This Act is a declaration of official intent adopted pursuant to the requirements of Treasury Regulation Section 1.150-2.

Section 4. The estimate of \$8,134,000 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.

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

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

\* \* \*

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

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

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

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

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

(SEAL)

## LEGAL NOTICE

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

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

BOND ACT AUTHORIZING THE ISSUANCE OF \$8,134,000 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 161 SOUTH LEXINGTON AVENUE, 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 \$8,134,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$8,134,000 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 161 South Lexington Avenue, in the City of White Plains (the "AFFH Property") at a cost to the County of \$8,134,000, 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, paving with curbing and/or sidewalks, storm water detention, drainage systems, sanitary sewer systems, water lines, lighting, related signage and landscaping and construction management and County administrative costs. The funding requested herein, at the aggregate



estimated maximum cost of \$8,134,000, is in support of the construction of 168 Affordable AFFH units. The County shall enter into an Inter-municipal/Developer Agreement ("IMDA") with the City of White Plains, White Plains Housing Authority and Trinity Financial, Inc. (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: \$8,134,000 - 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

## CAPITAL PROJECT FACT SHEET

<b>Project ID:*</b> BPL1A	<input checked="" type="checkbox"/> CBA	<b>Fact Sheet Date:*</b> 03-06-2025
<b>Fact Sheet Year:*</b> 2025	<b>Project Title:*</b> HOUSING IMPLEMENTATION FUND II	<b>Legislative District ID:</b> 8
<b>Category*</b> BUILDINGS, LAND & MISCELLANEOUS	<b>Department:*</b> PLANNING	<b>CP Unique ID:</b> 2872

### 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	2025	2026	2027	2028	2029	Under Review
Gross	86,060	86,060	0	0	0	0	0	0
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	86,060	86,060	0	0	0	0	0	0

**Expended/Obligated Amount (in thousands) as of :** 32,056

**Current Bond Description:** Bonding is requested to provide funding for certain infrastructure improvements for a 168 unit 100% affordable AFFH apartment building with a total of 63 outdoor parking spaces at 161 South Lexington Avenue in the City of White Plains.

#### Financing Plan for Current Request:

Non-County Shares:	\$ 0
Bonds/Notes:	8,134,000
Cash:	0
<b>Total:</b>	<b>\$ 8,134,000</b>

#### SEQR Classification:

UNLISTED

#### Amount Requested:

8,134,000

#### 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, White Plains Housing Authority and Trinity Financial, Inc., its successors or assigns (the "Developer") to finance eligible infrastructure improvements associated with multi-family development to be constructed at 161 South Lexington Avenue in the City of White Plains (the "City"), identified on the tax maps as Section 125.83, Block 7, Lot 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 construct an eleven-story building with 168 apartments all of which will affirmatively furthering fair housing (the "Affordable AFFH Units") which will be affordable to households who earn at or below 90% of Westchester County's Area Median Income.

The building will have three elevators and residential amenities such as a fitness center, an onsite management office, a resident lounge, an outdoor rooftop terrace and seating areas, laundry facilities on each floor. The building will have 67 one-bedroom, 84 two-bedroom, 15 three-bedroom and 2 four-bedroom apartments and 63 on-site parking spaces reserved for residents.

A total of \$8,134,000 will finance the construction of infrastructure improvements that may include but will not be limited to: on-site and off-site paving, curbing, sidewalks, storm water detention, drainage systems, sanitary sewer systems, water lines, lighting, signage, landscaping, construction management and County administrative cost.

A deed restriction will be filed against the Property to require that the Affordable AFFH Units 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.

**Energy Efficiencies:**

GREEN TECHNOLOGY SUCH AS THE INSTALLATION OF ENERGY STAR APPLIANCES, LIGHTING AND HEATING SYSTEMS TO REDUCE THE EMISSIONS OF CARBON DIOXIDE INTO THE ENVIRONMENT AND A DETENTION SYSTEM TO MANAGE THE STORM WATER ONSITE.

**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	147	5,555,000	0	HOUSING IMPLEMENTATION FUND II - 345 MCLEAN AVE YONKERS
23	58	2,750,000	0	HOUSING IMPLEMENTATION FUND II - 65 LAKE STREET WHITE PLAINS
24	145	8,134,000	0	

**Total Financing History:**

53,949,000

**Recommended By:**

**Department of Planning**

MLLL

**Date**

03-07-2025

**Department of Public Works**

RJB4

**Date**

03-10-2025

**Budget Department**

DEV9

**Date**

03-13-2025

**Requesting Department**

SEDR

**Date**

03-14-2025

## 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	2025	2026	2027	2028	2029	Under Review
Gross	86,060	86,060	32,047						
Non County Share			72						
Total	86,060	86,060	32,119						

### **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	IN PROGRESS
2021	12,000,000	Continuation of this project \$10,000,000 ; Infrastructure Broadband \$2,000,000	IN PROGRESS
2022	25,000,000	Continuation of this project	\$8,000,000 IN PROGRESS; \$17,000,000 AWAITING BOND AUTHORIZATION
2023	15,000,000	Continuation of this project	AWAITING BOND AUTHORIZATION
Total	86,060,000		

## HOUSING IMPLEMENTATION FUND II ( BPL1A )

### Prior Appropriations

	Appropriated	Collected	Uncollected
Bond Proceeds	86,060,000	26,648,042	59,411,958
Others		(71,958)	71,958
<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	144,159
			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	
			11/30/23	28,340	
			11/30/23	2,792	
183	18	4,400,000	12/01/21	1,765,006	399,018
			12/01/22	1,282,442	
			12/01/22	127,450	
			11/30/23	752,011	
			11/30/23	74,073	
72	19				
152	19	5,760,000	12/01/21	2,419,574	(5)
			12/01/22	2,776,495	
			12/01/22	275,931	
			11/30/23	262,180	
			11/30/23	25,825	
179	19	2,500,000			2,500,000
180	19				
51	20	5,000,000	12/01/21	148,675	(9)
			12/01/22	3,943,713	
			12/01/22	391,930	
			11/30/23	469,449	
			11/30/23	46,241	
97	20	5,000,000	12/01/21	43,723	1,641,751
			12/01/22	1,122,890	
			12/01/22	111,594	
			11/30/23	1,893,528	
			11/30/23	186,513	
201	20	2,500,000			2,500,000

## HOUSING IMPLEMENTATION FUND II ( BPL1A )

28	22	3,500,000	11/30/23	219,576	3,258,796
			11/30/23	21,628	
58	23	2,750,000			2,750,000
147	23	5,555,000			5,555,000
145	24	8,134,000			8,134,000
Total		53,949,000		26,594,902	27,354,098

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

AN ACT amending Act No. 146-2024 authorizing the County of Westchester to enter into an inter-municipal developer agreement with the City of White Plains, the White Plains Housing Authority and Trinity Financial, Inc., 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 174 affordable rental units at 161 South Lexington Avenue in the City of White Plains, that will affirmatively further fair housing and remain affordable for a period of not less than 50 years, in order to modify the number of affordable rental units from 174 units to 168 units.

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

**Section 1.** Act No. 146-2024 authorizing the County of Westchester to enter into an inter-municipal developer agreement with the City of White Plains, the White Plains Housing Authority and Trinity Financial, Inc., 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 174 affordable rental units at 161 South Lexington Avenue in the City of White Plains, that will affirmatively further fair housing and remain affordable for a period of not less than 50 years, is hereby amended in order to modify the number of affordable rental units from 174 units to 168 units.

§2. All of the remaining terms and conditions of Act No. 146-2024, except as amended and ratified herein, shall remain in full force and effect.

§3. The County Executive or his duly authorized designee is hereby authorized and empowered to execute all instruments and to take all action necessary and appropriate to

effectuate the purposes hereof.

§4. This Act shall take effect immediately.



## **INTER-MUNICIPAL/DEVELOPER AGREEMENT**

**THIS AGREEMENT** made this \_\_\_\_nd day of 2025, by and among:

**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 ("County"), and

**THE CITY OF WHITE PLAINS**, a municipal corporation of the State of New York, having an office and place of business at 255 Main Street, White Plains, New York 10601 (the "Municipality"), and

**WHITE PLAINS HOUSING AUTHORITY**, a public housing authority established under the laws of the State of New York, having an office and place of business at 223 Dr. Martin Luther King, Jr. Boulevard, White Plains, New York 10601 (the "Housing Authority" and "Fee Title Owner"); and

**WP THREE HOUSING DEVELOPMENT FUND CORPORATION**, a not-for-profit corporation organized pursuant to Article XI of the Private Housing Finance Law of the State of New York, having an office and place of business at 223 Dr. Martin Luther King, Jr. Boulevard, White Plains, New York 10601 (the "HDFC"); and

**TRINITY BROOKFIELD COMMONS PHASE THREE LIMITED PARTNERSHIP**, a limited partnership organized and existing under the laws of the State of New York, having an office and place of business at 1350 Broadway, Suite 2203, New York, New York 10018 (the "LP" and, together with the HDFC, the "Developer"), and

(individually "Party" or collectively the "Parties")

**WHEREAS**, in an effort to encourage the development of affordable housing that will affirmatively further fair housing (“AFFH”) in Westchester County, the County has established a Housing Implementation Fund (“HIF”) to provide funds to assist in the construction of water facilities, sewer facilities, road improvements and other infrastructure improvements necessary for the development of Affordable AFFH Units (defined below) in Westchester County; and

**WHEREAS**, pursuant to the provisions of Chapter 298 of the Westchester County Administrative Code, the County agrees to enter into agreements with municipalities and developers pursuant to which the municipalities will construct public improvements in support of the development of affordable housing; and

**WHEREAS**, in furtherance of the foregoing, the County desires to enter into an Intermunicipal-Developer Agreements with municipalities and developers in the County in support of affordable AFFH developments; and

**WHEREAS**, the Developer has agreed to construct certain Affordable AFFH Units on the property more particularly described on Schedule “A,” attached hereto and made a part hereof (the “Affordable Housing Property”); and

**WHEREAS**, the Fee Title Owner owns the fee interest in that portion of the Affordable Housing Property located at 161 South Lexington Avenue and designated on the City Tax Map as Section 125.83, Block 7, Lot 1 (the “Property”), and the Developer has agreed to construct thereon a 11-story building with 168 Affordable AFFH Units including one employee unit (the “Development”); and

**WHEREAS**, the Housing Authority will be (i) the fee owner of the Affordable Housing Property, and (ii) the fee owner of the Infrastructure Improvements Property; and

**WHEREAS**, the Municipality and the Developer desire that the County shall fund the

Infrastructure Improvements (defined below) which support the Development and, in consideration thereof, acknowledge that the Property shall be subject to that certain declaration of restrictive covenants (the "Declaration of Restrictive Covenants") of even date hereof, a form of which is described in Schedule "B" annexed hereto and forming a part hereof (the "Declaration of Restrictive Covenants"), which shall be submitted for recording against the Affordable Housing Property in the Office of the Westchester County Clerk, and the affordability requirements as defined in Schedule "B" of the Declaration of Restrictive Covenants (the "Affordability Requirements"), which is incorporated herein by reference; and

**WHEREAS**, following construction of the Development, the rental and re-rental of the Affordable AFFH Units will adhere to the provisions of the Affordability Requirements for the Period of Affordability set forth therein; and

**WHEREAS**, the City is the owner of the City's right of way upon which a portion of the Infrastructure Improvements shall be constructed, as more particularly described in Schedule "C-1" attached hereto and made part hereof (the "Municipal Infrastructure Property") and the Infrastructure Improvements on the Municipal Infrastructure Property shall be referred to herein as the "Municipal Infrastructure Improvements"; and **WHEREAS**, as stated above, the Housing Authority will be the fee owner of the Property as more particularly described on Schedule A," attached hereto and made a part hereof (including all rights to develop the Property), upon which a portion of the Infrastructure Improvements shall be constructed, as more particularly described in Schedule "C-2", attached hereto and made a part hereof (the "Developer Infrastructure Property") and the Infrastructure Improvements on the Developer Infrastructure Property shall be referred to herein as the "Developer Infrastructure Improvements"; and

**WHEREAS**, the Infrastructure Improvements shall be constructed on a portion of the Property (referred to herein as, the "Infrastructure Improvements Property"); and



**WHEREAS**, the Infrastructure Improvements will include, but are not limited to, on-site and off-site paving, curbing, sidewalks, retaining walls, storm water detention, drainage systems, sanitary sewer system, water lines, lighting, signage, landscaping, construction management, County administrative costs and other related work, all as more fully set forth in Schedule “D” annexed hereto and forming a part hereof; and

**WHEREAS**, the County proposes to fund the cost of the construction of the Infrastructure Improvements and will use the proceeds of tax exempt general obligation bonds issued by the County for such funding (as defined in Section 5 below); and

**WHEREAS**, the Municipality desires to implement the construction of the Infrastructure Improvements; and

**WHEREAS**, the County prohibits the Developer from charging tenants of the Affordable AFFH Units for use of the Resident Parking Spaces during the Period of Affordability, without the express approval of the Commissioner of the County Department of Planning or her duly authorized designee (the “Commissioner”); and

**WHEREAS**, the County will require the installation of electric car charging stations as follows: for parking facilities with 250 or less parking spaces, 10% of the spaces must be equipped with level one charging stations and another 10% with level two charging stations that must also have the electrical capacity for level three charging stations. For parking facilities with 250 vehicles, 50 spaces must have charging stations, half with level one and half with level two that also have the capacity for level three charging stations.

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

1. **RECITALS:**

The above recitals are hereby incorporated by reference into the body of this Inter-Municipal Developer Agreement (the “Agreement” and/or “IMDA”).

2. **PERFORMANCE OF WORK:**

The Municipality shall implement the construction of the Infrastructure Improvements on the Infrastructure Improvements Property in accordance with the provisions as set forth in this Agreement, including, but not limited to, Schedule “D,” attached hereto and made a part hereof. The Infrastructure Improvements shall include, but not be limited to, on-site and off-site paving, curbing, sidewalks, retaining walls, storm water detention, drainage systems, sanitary sewer system, water lines, lighting, signage, landscaping, construction management costs and County administrative costs (hereinafter collectively referred to as the “Infrastructure Improvements”). The Infrastructure Improvements shall be constructed in accordance with the Plans (as defined in Schedule “D”). Modification of the Plans or change orders, if any, shall require the prior written approval of the Commissioner of the County Department of Planning or her duly authorized designee (the “Commissioner”).

The Developer, its successors or assigns shall adhere to all provisions set forth in Schedule “B” of the Declaration of Restrictive Covenants, including but not limited to meeting the Affordability Requirements for the Development’s 168 Affordable AFFH Units until the end of the Period of Affordability. The Municipality and the Developer shall comply with Chapter 298 of the Westchester County Administrative Code as applicable to the Affordable AFFH Units (“Chapter 298”).

It is understood and agreed that the Municipality represents that the construction of the Infrastructure Improvements to be performed hereunder will be awarded within one hundred twenty (120) days of the date hereof, by means of public competitive bidding pursuant to section

103 of the General Municipal Law or by means of Section 213 of the White Plains City Charter. In no event shall the retention of a contractor to perform work on the Infrastructure Improvements relieve or otherwise discharge the Municipality or Developer, from their respective obligations hereunder or create a third party beneficiary relationship between the County and any such contractors and the parties hereto expressly disclaim any intention to create such a relationship.

Construction of the Infrastructure Improvements shall be done in strict accordance with the plans approved for such work, in compliance with all applicable laws, rules, regulations, ordinances and governmental approvals, and in accordance with the construction schedule

The County shall not advance any HIF Funds (as defined in Section "4" hereof) to the Municipality and work will not be required to commence on the Infrastructure Improvements until:

(i) the Housing Authority has a fee interest in the Property (described in Schedule "A") and the Housing Authority has a fee interest in the land underlying the Affordable Housing Property) free of liens, encumbrances, easements and agreements, unless such liens, encumbrances, easements and agreements, if any, shall be subordinate to the Declarations of Restrictive Covenants or the Required Easement, except for any Declaration of Trust or Declaration of Restrictive Covenants for the benefit of the U.S. Department of Housing and Urban Development that shall be superior to the Declarations of Restrictive Covenants or the Required Easement (a "HUD Declaration"); and

(ii) the Municipality has awarded the bids and contracted for construction of the Infrastructure Improvements, provided, however, that in the event the lowest acceptable bid exceeds the amount of the County HIF Funds, prior to the awarding of the bid, the Developer shall either (i) contribute said amount in excess of the County HIF Funds through a cash deposit with the Municipality, to be held by the Municipality in escrow until duly paid out to the successful low bidder upon completion of the work or (ii) provides

evidence satisfactory to the Municipality of the availability of other funds sufficient to cover the expected excess costs; and

(iii) the Municipality has received either: (a) a performance and payment bond, including without limitation materials and labor, covering one hundred percent (100%) of the work to be performed in connection with the Infrastructure Improvements, in form and content and issued by a surety reasonably satisfactory to the Municipality; or (b), an instrument of credit or guarantee which is acceptable to the City and the County. The City will allow the Housing Authority and the Developer and their successors and assigns and the County and its successors and assigns, to be added as obligees under a multiple obligee rider to the payment and performance bonds for the infrastructure work, it being acknowledged by the County and the Municipality that the Developer will be required to assign its rights with respect to this Agreement to New York State Housing Finance Agency ("HFA") and ("INSERT LENDER NAME"). Further, the Municipality agrees that if the contractor awarded the bid for construction of the Infrastructure Improvements fails to complete work within the timeframe provided for in the subject contract, then at any time from and after thirty (30) days following delivery of a notice of default to the defaulting contractor by the Municipality, the Municipality shall promptly, at the direction of the Developer, HFA, or (INSERT LENDER NAME) enforce its rights under the bond and cause the surety that has issued such bond to undertake and complete the work to be completed pursuant to the contract in accordance with the requirements and procedures of the surety and the bond); and

(iv) the Declaration of Restrictive Covenants has been executed and recorded against the Affordable Housing Property all as more fully set forth below; and

(v) the Developer has obtained a firm, unconditional commitment for construction financing for the Development and has committed to complete any Infrastructure Improvements that may become known and are not funded by HIF, at its sole cost and

expense, and which will be required to be certified completed before the retainage held on the Infrastructure Improvements to be publicly bid by the Municipality pursuant to this Agreement may be released; and

(vi) an indenture from the Developer to the Municipality and to the County granting an easement to the Infrastructure Improvements Property for the construction of the Infrastructure Improvements to be constructed thereon has been executed in substantially the form attached hereto and forming a part hereof as more particularly described in Schedule "G" (the "Required Easement") and such Required Easement will be submitted for recording, as more fully set forth below; and

(vii) the County has received title insurance acceptable to the County insuring its interest in the Required Easement naming the County as an insured in an amount equal to 25% of the County HIF Funds (defined in Section 4 below), which insured amount shall be Two Million Thirty-three Thousand Five Hundred (\$2,033,500) Dollars, and;

(viii) the Developer has obtained any approvals necessary in connection herewith, including but not limited to receipt of the site plan and State Environmental Quality Review Act ("SEQRA") approvals by the Municipality's City Council, Planning Board and Zoning Board of Appeals; and

(ix) any necessary approvals from the Municipality's and the Developer's governing bodies have been obtained.

The requirements contained in clauses (i), (iv), (v), (vi), (vii), (viii) and (ix) above have been or shall be satisfied prior to or concurrent with execution of this Agreement. Moreover, construction shall not commence and the County may terminate this Agreement if the conditions contained in clauses (ii) and (iii) have not been satisfied within 120 days following execution of this Agreement.

The Developer shall execute all required documents for the recording of the Declarations of Restrictive Covenants and the Required Easement, as may be applicable, which the Developer, at its sole cost and expense, prior to commencement of any construction of the Infrastructure Improvements, shall submit for recording to the Office of the Westchester County Clerk. Proof of recording shall be provided to the County by the Developer within thirty (30) days of said recording. No payments shall be made to the Municipality until proof of filing of said documents for recording by the Westchester County Clerk has been provided to the County. The Municipality agrees to provide the Developer with copies of all requests for payment for work performed. Requests for payment shall not be paid until Developer has confirmed that all work for which payment is being requested, has been properly performed.

All of the provisions of this Section "2" will survive the expiration or other termination of this Agreement until the expiration of the County Period of Affordability as defined in Schedule "B".

### **3. LIENS:**

The Municipality and the Developer shall assure that their contractor(s) and subcontractor(s) will not enter into any mortgage or other financing documents that place a lien on the Infrastructure Improvements. In addition, the Developer shall not enter into any mortgage or other financing documents which place a lien on the Property which conflict with or diminish the terms of the Declaration of Restrictive Covenants recorded against the Affordable Housing Property other than a HUD Declaration. In the event any lien is placed on the Infrastructure Improvements or the Infrastructure Improvements Property by a contractor or subcontractor, the Municipality or the Developer that engaged such contractor or subcontractor shall take immediate action to discharge or bond such liens.

#### **4. PAYMENT:**

The County's sole obligation under this IMDA is to pay the Municipality an amount not to exceed EIGHT MILLION ONE HUNDRED THIRTY-FOUR THOUSAND DOLLARS (\$8,134,000.00) (the "County HIF Funds") to fund the construction of the Infrastructure Improvements as more fully set forth in Schedule "D".

In no event will the Developer have any recourse against the County for payment hereunder. The Developer expressly acknowledge and agree that their only recourse will be against the Municipality for amounts distributed to the Municipality by the County. The County HIF Funds will be paid with the proceeds of the Bonds in accordance with the payment provisions of Schedule "D". The County will make such payment to the Municipality only after submission by the Municipality of all requested documentation concerning construction of the Infrastructure Improvements and after review and approval by the County for expenses properly incurred in the performance of this Agreement. Neither the Municipality nor the County will be liable for any costs or expenses in excess of the County HIF Funds incurred in connection herewith. The Municipality will promptly pay for work performed. In the event the cost of constructing the Infrastructure Improvements exceeds the amount of the County HIF Funds, the Municipality will pay said excess using the Developer funds being held in escrow, as may be applicable, in accordance with Paragraph 2 above, and any remaining excess above the amount of the HIF Funds and the Escrow Funds shall be paid by the Developer or an affiliate thereof.

County HIF Funds shall be expended solely and exclusively for the purchase of materials and performance of labor, or engineering services used in the design and/or construction of the Infrastructure Improvements, including the retention of a Project Manager, as described in Schedule D.

Prior to the making of any payments hereunder, the County, may, at its option audit such books and records of the Municipality and the Developer as are reasonably pertinent to this



Agreement to substantiate the basis for payment. The Municipality and Developer will require any contractor(s) or sub-contractor(s) to make their books and records available to the County for audit and inspection. The County shall not be restricted from withholding payment for cause found in the course of such audit or because of failure of the Municipality or the Developer to cooperate with such audit.

The Municipality will furnish the County, whenever requested to do so, satisfactory evidence showing that all monies already paid hereunder have been applied by the Municipality toward the costs of the Infrastructure Improvements. Until such evidence, which shall consist of an affidavit certified by the respective contractor(s) acknowledging receipt of payment from the Municipality, is produced, at the option of the County, no further payments need be made by the County hereunder.

Payments hereunder to the Municipality by the County will operate to release the County from any and all obligations or liabilities to the Municipality, the Developer, and their respective agent(s), contractor(s) or sub-contractor(s) in connection herewith. The County expressly disclaims the existence of any third-party beneficiary relationship between the County and any such parties.

In the event that the Infrastructure Improvements and the Development's 168 Affordable AFFH Units fail to be fully constructed, as evidenced with a Certificate of Occupancy or Temporary Certificate of Occupancy issued by the Municipality for the Development, within four (4) years from execution of this Agreement, subject to Sections 5(C) and 5(E), below, the County shall have the right, at its option, to require repayment from: (1) the Municipality of all County HIF funds paid to the Municipality pursuant to this Agreement but not yet disbursed in furtherance hereof; and/or (2) the Developer of all County HIF Funds received in accordance herewith.

All of the terms of this Section "4" shall survive the expiration or other termination of this Agreement.

## 5. TAX RESTRICTIONS:

A. The Bonds. The Municipality and the Developer acknowledge and understand that the funds available for the Infrastructure Improvements hereunder are expected to be made available from tax exempt general obligation bonds issued by the County (the “Bonds”), which have been, or shall be, issued to fund construction of the Infrastructure Improvements in accordance with the provisions of this Agreement. The Municipality and Developer further acknowledge and understand that in connection with the issuance of the Bonds, the Commissioner of Finance of the County of Westchester has executed or will execute an “Arbitrage and Use of Proceeds Certificate,” in compliance with the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (the “Code”). The Municipality and the Developer agree that each will do all commercially reasonable acts and things, or refrain from taking action, as necessary, in order to assure that interest paid on the Bonds shall not be included in gross income of the owners of the Bonds for the purpose of Federal income taxation.

B. Commencement of Construction. The Municipality and Developer expect that the construction of the Infrastructure Improvements will commence as set forth in Schedule “D” and that the County HIF Funds made available hereunder will be expended for costs of constructing the Infrastructure Improvements in accordance with the budget contained in Schedule “D” and the construction of the Infrastructure Improvements will proceed substantially in accordance with said Schedule. The Municipality and Developer agree to notify the County in the event of changes in the expected schedule for completion of the Infrastructure Improvements.

C. Failure to Complete. The Municipality and Developer agree that should the Infrastructure Improvements fail to be completed in accordance with Schedule “D,” except as a result of any delay occasioned by reason of any unavoidable delays (including but not limited to *force majeure*) or other causes beyond the control of the Municipality or the Developer, the County, without limiting any other right or remedy to which it may be entitled, shall have the right

to terminate this Agreement upon thirty (30) days prior written notice to the Municipality and Developer and/or to deduct from any remaining payments due hereunder an amount equal to the penalties required by the Code for failure to expend the bond proceeds allocable to the Infrastructure Improvements in a timely manner.

D. Termination. Should the County terminate this Agreement pursuant to the terms hereof or should the remaining payments due the Municipality be insufficient to cover the amount of the aforementioned penalty, the Municipality and the Developer, to the extent any funds have been disbursed to the Developer, shall be obligated to immediately pay the County the full amount of any such penalty and the Developer, agrees to indemnify the Municipality for any such penalties that are not due to the fault of the Municipality.

E. Extensions. The Municipality and Developer shall use commercially reasonable efforts and good faith to meet any and all time periods provided for in this Agreement and in any schedule annexed hereto in connection with any obligation hereunder. If, despite the use of commercially reasonable efforts and good faith, the Municipality and the Developer are unable to meet any stated time period, then the Municipality or Developer can request an extension of such time period and all subsequent time periods affected thereby, subject to the consent of the County. Any such extension, if granted, shall not constitute waiver by the County of any terms or requirements herein.

F. No Loan. The parties hereto acknowledge and agree that the County HIF Funds do not constitute a loan. The County HIF Funds are to be paid to the Municipality in consideration for causing construction of the Infrastructure Improvements in support of the Development.

All of the provisions of this Section "5" shall survive the expiration or other termination of this Agreement until and for so long as the Bonds are outstanding.

## **6. OWNERSHIP OF INFRASTRUCTURE IMPROVEMENTS:**

The Municipality and the Developer acknowledge and agree that the Infrastructure Improvements shall be owned by the County for so long as the Bonds are outstanding. The Municipality and the Developer agree to execute or cause to be executed any and all such documents as are necessary and appropriate to effectuate the County ownership and right of access including but not limited to the Required Easement. Upon maturity or redemption of the Bonds, the County's ownership of the Infrastructure Improvements shall automatically terminate and title to the Infrastructure Improvements will immediately and without necessity of further action vest in the Developer. The County shall provide notice to the Developer of the maturity or earlier redemption of the bonds.

The parties hereto acknowledge and agree that the Developer and their respective successors and assigns, as applicable, at all times shall be entitled to use, operate and maintain (in accordance with Section "7" below) the Infrastructure Improvements.

Upon acceptance of the completed Infrastructure Improvements, the Municipality's interest in the Required Easement will automatically terminate.

All of the provisions of this Section "6" shall survive the expiration or other termination of this Agreement until and for so long as the Bonds are outstanding.

## **7. MAINTENANCE AND REPAIRS:**

The Infrastructure Improvements located in and on the Property shall be kept in good order and repair by the Developer, and its successors or assigns at the Developer's (including successors or assigns) sole cost and expense, the Developer, or its successors or assigns shall make all repairs and replacements, ordinary as well as extraordinary, foreseen and unforeseen, structural or otherwise, that may be necessary or required so that at all times the Infrastructure Improvements

shall be in thorough good order, condition and repair.

All of the provisions of this Section "7" will survive the expiration or other termination of this Agreement.

**8. REPORTS:**

To the extent that the parties have performed work hereunder, the Municipality and/or Developer shall furnish the County with progress reports as may be requested detailing the progress of the construction of the Infrastructure Improvements (with copies of any Municipality reports being furnished to the County to be furnished also to the Developer and vice versa). The Municipality and/or Developer shall prepare a final report describing the work performed by the Municipality and Developer in implementing the construction of the Infrastructure Improvements together with such supporting information and documentation in such form and at such times as the County may reasonably require.

**9. MAINTENANCE OF RECORDS:**

The parties will, each at their sole cost and expense, keep, maintain, and preserve at their respective principal offices throughout the term of this Agreement and for such later time as may be required by applicable law, full and detailed books, accounts, and records pertaining to its performance pursuant to this Agreement. Such books, accounts and records will include, without limitation, all bills, invoices, payrolls and other data evidencing, or in any material way relating to, the direct and indirect costs and expenses incurred in connection herewith. The County will have the right to inspect and audit, at reasonable times and upon reasonable notice, any and all such books, accounts and records at the office or offices where they are then being kept, maintained and preserved.

All of the provisions of this Section “9” will survive the expiration or other termination of this Agreement until the expiration of the County Period of Affordability.

**10. COUNTY’S RIGHT TO WITHHOLD PAYMENTS:**

If at any time the Municipality or the Developer shall neglect or fail to perform any of its obligations under this Agreement in any material respect, and such neglect or failure shall continue and remain uncured for a period of thirty (30) days after written notice thereof is sent to the Municipality, the Developer, then 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 satisfaction of the County.

**11. REPRESENTATIONS, WARRANTIES AND GUARANTEES:**

A. The Municipality expressly represents, warrants and guarantees to the County that:

(a) it is a municipal corporation duly organized, validly existing and in good standing 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 in connection herewith, when so delivered, will constitute legal, valid and binding obligations of the Municipality enforceable against 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;

(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;

(c) it is financially and technically qualified to perform its obligations hereunder, including construction of the Infrastructure Improvements;

(d) it has received no information or documentation indicating that the Developer is not otherwise financially capable of completing the Development;

(e) it is familiar and will comply with all general and special Federal, State, municipal and local laws, ordinances and regulations, if any, that may in any way affect the performance of this Agreement;

(f) the design, supervision and workmanship furnished with respect to the construction of the Infrastructure Improvements will be in accordance with sound and currently accepted scientific standards and best engineering practices;

(g) it will use its best efforts to assure and shall require in any contract documents with its contractor(s) that all materials, equipment and workmanship furnished by contractor(s) of the Municipality in performance of the work or any portion thereof shall be free of defects in design, material and workmanship, and all such materials and equipment shall be of first-class quality, shall conform with all applicable codes, specifications, standards and ordinances and shall have service lives and maintenance characteristics suitable for their intended purposes in accordance with sound and currently accepted scientific standards and best engineering practices;

(h) to the best of the Municipality's current knowledge and information the budget proposal attached in Schedule "D" lists the anticipated true and correct costs for the Infrastructure Improvements;

(i) the consummation of the transactions contemplated by this Agreement and the performance of the Municipality's obligations hereunder will not result in any breach of or



constitute a default under other instruments or documents to which the Municipality is a party or by which it may be bound or affected; and

(j) construction of the Infrastructure Improvements is necessary to support the Development.

The Municipality expressly acknowledges that the County is materially relying on the above representations.

B. The Developer expressly represents, warrants and guarantees to the County and the Municipality that:

(a) it is a limited partnership duly organized, validly existing and in good standing under the laws of the State of New York. The Developer is duly qualified to do business and is in good standing in each jurisdiction where the conduct of its business requires it to be so qualified. The Developer has the corporate power, authority and legal right to execute and perform this transaction and to execute this Agreement; the execution and performance of this Agreement by the Developer have been duly authorized by its partners; this Agreement constitutes, and any other documents required to be delivered by the Developer, when so delivered will constitute, the legal, valid and binding obligations of the Developer enforceable against the Developer in accordance with their respective terms; the Developer has all requisite power and authority to enter into this Agreement; and the Developer will deliver to the County at the time of execution of this Agreement a resolution adopted by its partners authorizing the execution of this Agreement, and any other documents required to be delivered by the Developer;

(b) the person signing this Agreement on behalf of the Developer has full authority to bind the Developer to all of the terms and conditions of this Agreement, as noted above;

(c) the Developer is not on the low-income housing debarred list with either HUD or the State of New York, and it is not in default under any contract with the County;

(d) the Developer has not employed or retained any person, other than a bona fide full time salaried employee working fully for the Developer or an independent professional consultant to solicit or secure this Agreement, and that it has not paid or agreed to pay any person (other than counsel) any fee, commission, percentage, gift or other consideration, contingent upon or resulting from the award or making of this Agreement;

(e) it is financially and technically qualified to perform its obligations hereunder including construction of the Development;

(f) it is familiar with and will comply with all general and special Federal, State, municipal and local laws, ordinances and regulations, if any, that may in any way affect the performance of this Agreement;

(g) to the best of the Developer's current knowledge and information, the budget proposal attached in Schedule "D" lists the anticipated true and correct costs for the Infrastructure Improvements;

(h) the consummation of the transactions contemplated by this Agreement and the performance of the Developer's obligations hereunder will not result in any breach of or constitute a default under other instruments or documents to which the Developer is a party or by which it may be bound or affected; and

(i) construction of the Infrastructure Improvements is necessary to support the Development.

The Developer expressly acknowledges that the County is materially relying on the above

representations.

C. The Developer expressly represents, warrants and guarantees to the County that:

(a) It is duly organized, validly existing and in good standing under the laws of the State of New York. The Developer is duly qualified to do business and is in good standing in each jurisdiction where the conduct of its business requires it to be so qualified. The Developer has the corporate power, authority and legal right to execute and perform this transaction and to execute this Agreement; the execution and performance of this Agreement by the Developer have been duly authorized by its Board of Directors and/or Members; this Agreement constitutes, and any other documents required to be delivered by the Developer, when so delivered will constitute, the legal, valid and binding obligations of the Developer enforceable against the Developer in accordance with their respective terms (subject to limitations imposed by bankruptcy, reorganization, insolvency, moratorium, and similar laws and related court decisions of general applicability relating to or affecting creditors' rights generally, general principles of equity and to the availability of equitable remedies) ; the Developer has all requisite power and authority to enter into this Agreement; and the Developer will deliver to the County at the time of execution of this Agreement a resolution adopted by its members authorizing the execution of this Agreement, and any other documents required to be delivered by the Developer;

(b) the person signing this Agreement on behalf of the Developer has full authority to bind the Developer to all of the terms and conditions of this Agreement;

(c) [N/A]

(d) it has received no information or documentation indicating that the Developer

is not otherwise financially capable of completing the Development;

(e) it is familiar and will comply with all general and special Federal, State, municipal and local laws, ordinances and regulations, if any, that may in any way affect the performance of this Agreement;

(f) to the best of the Developer's current knowledge and information the budget proposal attached in Schedule "D" lists the anticipated true and correct costs for the Infrastructure Improvements;

(g) the consummation of the transactions contemplated by this Agreement and the performance of the Developer's obligations hereunder will not result in any breach of or constitute a default under other instruments or documents to which the Developer is a party or by which it may be bound or affected; and

(h) construction of the Infrastructure Improvements is necessary to support the Development.

The Developer expressly acknowledges that the County is materially relying on the above representations.

All of the provisions of this Section "11" shall survive the expiration or other termination of this Agreement.

## **12. INSURANCE; INDEMNIFICATION:**

A. In addition to, and not in limitation of, the insurance requirements contained in Schedule "E(i)" entitled "Standard Insurance Provisions, Municipality," attached hereto and made a part hereof, the Municipality agrees:

- (a) that except for the amount, if any, of damage contributed to, caused by or resulting from the sole negligence of the County, the Municipality shall indemnify and hold harmless the County, its elected officials, officers, employees and agents from and against any and all actual liability, damage, claims, demands, costs, judgments, fees, reasonable attorneys' fees or loss arising directly or indirectly under this Agreement as a result of the acts or omissions hereunder by the Municipality, the Developer, contractors or third parties under the direction or control of the Municipality or the Developer; and
- (b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action against the County directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto; and
- (c) In the event the Developer 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 Developer 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.

B. In addition, Developer shall provide defense for and defend, indemnify and hold harmless the Municipality, its officers, employees and agents from and against any and all actual liability, damage, claims, demands, costs, judgments, fees, reasonable attorneys' fees or loss arising directly or indirectly under this Agreement as a result of any cause whatsoever other than the acts or omissions hereunder by the Municipality or contractors or third parties under the direction or control of the Municipality. Notwithstanding anything to the contrary, nothing herein shall relieve the Municipality of its obligation to indemnify and hold harmless the County pursuant

to Section 12A, above; and

C. In addition to, and not in limitation of the County's insurance requirements contained in Schedule "E(ii)" entitled "Standard Insurance Provisions, Developer," attached hereto and made a part hereof, the Developer agree:

- (a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the Developer and the Developer 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, reasonable attorney's fees or loss arising directly or indirectly out of the acts or omissions hereunder by the Developer, respectively, contractors or third parties under the direction or control of the Developer respectively; and
- (b) to the extent arising directly or indirectly out of the acts or omissions hereunder by the Developer, contractors or third parties under the direction or control of the Developer 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.

**13. ENVIRONMENTAL INDEMNIFICATION:**

A. The Municipality represents and warrants and guarantees to the County as follows:

(1) The Municipality has no knowledge of, and has not received any notice of any condition at, on, under or related Infrastructure Improvements Property (or ground or surface waters associated therewith) or migrating or threatening to migrate to or from the Infrastructure Improvements Property which may have a material effect on the value of the Infrastructure

Improvements Property or subject the owner thereof to potential liabilities in accordance with the Environmental Requirements (as defined below); and

(2) The Municipality has no knowledge of, has and has not received any notice of any condition at, on, under, or related to the Infrastructure Improvements or the Public ROW Property (or ground or surface waters associated therewith) or migrating or threatening to migrate to or from the Infrastructure Improvements presently or potentially posing a significant hazard to human health or the environment; such conditions being defined as “Hazardous Materials” below; and

Definitions. For the purposes of this Agreement and this Section “13”, the following definitions will apply:

(a.) “Hazardous Materials” or “Hazardous Waste” will 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 limitation, 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 Infrastructure Improvements Property, causes or threatens to cause a nuisance on the Infrastructure Improvements 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 Infrastructure Improvements Property; or

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

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

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

(b.) “Environmental Requirements” will 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.



(c) The Municipality hereby acknowledges and agrees that it will defend and indemnify the County for any Environmental Damages (as defined below), whether or not disclosed in the Environmental Reports (as defined below), arising out of or in any way connected with the Infrastructure Improvements. Environmental Damages will mean all claims, damages, losses, penalties, fines, liabilities (including strict liability), encumbrances, liens, costs and expenses of investigation and defense of any, whether or not such claim is ultimately defeated, and any good faith settlement or judgment, of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, including without limitation reasonable attorneys' fees and disbursements and consultants' fees, any of which are incurred as the result of the existence of "Hazardous Materials" or "Hazardous Waste" at, on, under or related to the Infrastructure Improvements (or ground or surface water associated therewith) or migrating or threatening to migrate to or from the Public ROW Property, or the existence of a violation of Environmental Requirements pertaining to the Infrastructure Improvements, regardless of when the existence of such Hazardous Materials or "Hazardous Waste" or the violation of Environmental Requirements arose, including without limitation:

- (i) damages for personal injury, death or injury to property or natural resources occurring on or off the Infrastructure Improvements, 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, 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 Infrastructure Improvements or any other property or otherwise expended in connection with such conditions;

(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 subsection (ii) herein; and

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

B. The Developer, with respect to the Property, and the Developer, solely as to itself, each represent and warrant and guarantee to the County and the Municipality as follows:

- (1) Except as described in the environmental reports listed on Schedule “F” hereto (the “Environmental Reports”), the Developer has no knowledge of, and have not received any notice of any condition at, on under or related to the Property (or ground or surface waters associated therewith) or migrating or threatening to migrate to or from the Property which may have a material effect on the value of the Infrastructure Improvements Property or subject the owner thereof to potential liabilities in accordance with the Environmental Requirements as defined herein; and

- (2) Except as described in the Environmental Reports, the Developer have no knowledge, and have not received any notice of any Hazardous Materials on under or related to the Property (or ground or surface waters associated therewith) or migrating or threatening to migrate to or from the Property which may have a material effect on the value of the Property or subject the owner thereof to potential liabilities; and
- (3) The Developer hereby acknowledges and agrees that it will defend and indemnify the County and the Municipality for any Environmental Damages, whether or not disclosed in the Environmental Reports, arising out of or in any way connected with the Property. Environmental Damages shall mean all actual claims, damages, losses, penalties, fines, 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 attorneys' fees and disbursements and consultants' fees, any of which are incurred as the result of the existence of "Hazardous Materials" or "Hazardous Waste" at, on, under or related to the Property (or ground or surface water associated therewith) 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 when the existence of such Hazardous Materials or "Hazardous Waste" or the violation of Environmental Requirements arose, including without limitation:
- (i) damages for personal injury, death or injury to property or natural resources occurring on 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,

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;

- (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 subsection (ii) herein; and
- (iv) diminution in the value of the Property and damages for loss of business from restriction on the use of the Property or any part thereof.

All of the provisions of this Section “13” will survive the expiration or other termination of this Agreement until the expiration of the County Period of Affordability.

#### **14. ASSIGNMENT OF RIGHTS:**

Any purported delegation of duties or assignment of rights under this Agreement without the prior express written consent of the County is void. The Municipality shall not subcontract any part of the work to be performed hereunder without the written consent of the County, provided, however, that the foregoing shall not be deemed to apply to contracts entered into by the Municipality to implement construction of the Infrastructure Improvements. All subcontracts shall provide that subcontractors are subject to all terms and conditions set forth in this Agreement. All work performed by a subcontractor shall be deemed work performed by the Municipality.

The County's consent to the assignment of the responsibility for or delegation of the duty hereunder shall not release the Municipality or Developer from their respective obligations under this Agreement. The Municipality and Developer shall remain liable to the County for the performance of all respective obligations under this Agreement.

**15. ENTIRE AGREEMENT; AMENDMENT:**

This Agreement including without limitation all Schedules and attachments constitute the entire Agreement between the parties with respect to the funding of the Infrastructure Improvements 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.

**16. INDEPENDENT CONTRACTOR:**

The status of each of the Municipality and the Developer under this Agreement shall be that of an independent contractor and not that of an agent, and in accordance with such status, the Municipality, the subcontractors, and their respective officers, agents, employees, representatives and servants shall at all times during the term of this Agreement conduct themselves in a manner consistent with such status and by reason of this Agreement shall 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.

**17. COMPLIANCE WITH LAW:**

Each of the Municipality and the Developer shall perform the work hereunder in good workmanlike manner and shall obtain each, at its sole cost and expense, all permits, approvals and consents necessary for the proper conduct of its activities in connection with this Agreement. In addition to, and not in limitation of the foregoing, the Municipality, the Developer shall comply at their sole cost and expense with all applicable federal, state and local laws, rules and regulations, ordinances and requirements affecting the conduct of activities in connection with this Agreement.

All of the provisions of this Section "17" shall survive the expiration or other termination of this Agreement until the expiration of the County Period of Affordability provided the County has paid the County HIF Funds to the Municipality.

**18. NOTICES:**

All notices of any nature, requests, approvals and other communications which may be given by either party to the other under this Agreement shall be in writing and sent by registered or certified mail postage pre-paid, or sent by hand or overnight courier to the respective addresses 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:

To the County

Commissioner of Planning  
Michaelian Office Building, Room 432  
148 Martine Avenue  
White Plains, New York 10601

with a copy to:

County Attorney  
Michaelian Office Building, Room 600  
148 Martine Avenue  
White Plains, New York 10601

To the Municipality:

Mayor  
City of White Plains  
City Hall  
255 Main Street  
White Plains, New York 10601

with a copy to:

Corporation Counsel  
City of White Plains  
City Hall  
255 Main Street  
White Plains, New York 10601

To the Housing Authority:

White Plains Housing Authority  
223 Dr. Martin Luther King, Jr. Boulevard  
White Plains, New York 10601

With a copy to:

Ballard Spahr LLP  
1909 K Street, NW, 12<sup>th</sup> Floor  
Washington, DC 20006  
Attention: Molly Bryson, Esq.

To the HDFC:

WP Three Housing Development Fund Corporation  
223 Dr. Martin Luther King, Jr. Boulevard  
White Plains, New York 10601

With a copy to:

Ballard Spahr LLP  
1909 K Street, NW, 12<sup>th</sup> Floor  
Washington, DC 20006  
Attention: Molly Bryson, Esq.

To the LP:

Trinity Brookfield Commons Phase Three Limited Partnership  
1350 Broadway, Suite 2203  
New York, New York 10018

with a copy to:

Nixon Peabody LLP  
55 West 46<sup>th</sup> Street  
New York, New York 10036

and to:

New York State Housing Finance Agency  
641 Lexington Avenue  
New York, New York 10022  
Attention: Senior Vice President and Counsel, and  
Attention: Senior Vice President, Asset Management

**19. TERM OF AGREEMENT:**



The term of this Agreement shall commence upon execution and shall continue for fifteen (15) years, or until the County has retired the Bonds, whichever comes first, unless the Agreement is terminated sooner in accordance with the terms of this Agreement.

In the event of a dispute as to the value of the Work rendered by the parties prior to the date of termination, it is understood and agreed that the Commissioner shall, reasonably and in good faith, upon consultation with the Developer and/or the Municipality, as applicable, determine the value of such Work rendered by the Parties consistent with, and based upon the Schedule of work in the Municipality's contract for performance of Infrastructure Improvements. The Parties shall accept such reasonable and good faith determination as final.

## **20. NON-DISCRIMINATION:**

Each of the Municipality and the Developer expressly agrees, solely for itself, that neither it nor any contractor, subcontractor, employee, or any other person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status during the term of or in connection with this Agreement, as those terms may be defined in Chapter 700 of the Laws of Westchester County. The Municipality and the Developer acknowledge and understand 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.

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 IMDA it is recognized and understood that the County encourages the Municipality and the Developer to do similarly.

## **21. VALIDITY:**

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement will in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision will be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision will be interpreted and enforced to give effect to the original written intent of the parties prior to determination of such invalidity or unenforceability.

## **22. LEGAL AND EQUITABLE RELIEF:**

The injury to the County arising from noncompliance with any of the material terms of this Agreement and the Schedules hereto, including without limitation failure to complete the Development or the Infrastructure Improvements in accordance herewith or noncompliance with the Affordability Requirements until expiration of the County Period of Affordability, would be great and the amount of consequential damage would be difficult to ascertain and may not be compensable by money alone. Therefore, in the event of any such noncompliance, which remains uncured for thirty (30) days after service on the Municipality and Developer of written notice thereof (the "Cure Period"), the County, at its option, may apply to any state or federal court for: (A) specific performance of this Agreement and the Schedules hereto; (B) an injunctive relief against any noncompliance; and/or (C) seek any and all appropriate legal and/or equitable remedies, including, but not limited to, damages, reasonable attorney's fees, disbursements and court costs in such amounts as shall be allowed by the court.

The Commissioner shall agree to stay any such enforcement beyond the Cure Period, provided that the County determines that the Municipality and/or the Developer are diligently and continuously acting to cure said noncompliance. Without limiting the foregoing, upon written notice to the Municipality and Developer, repeated non-compliance by the Municipality and/or the

Developer of any material duty or obligation under this IMDA shall be deemed a material breach of this IMDA justifying termination for cause hereunder without requirement for further opportunity to cure. Notice shall be effective as set forth in Section 18 of this IMDA.

The investor limited partner of the Developer (the "Investor") and any first mortgagee of any interest in Development (the "First Mortgagee") shall have the right, but not the obligation, to cure any and all defaults under this Agreement.

All of the provisions of this Section "22" will survive the Closing or other cancellation or termination of this Agreement until the expiration of the County Period of Affordability.

**23. COUNTY APPROVALS:**

The parties hereby acknowledge and agree that any request by the Municipality and/or the Developer for an extension or other modification of the terms hereof which requires consent of the County will be subject to the receipt of any and all necessary County approvals.

**24. EXECUTION:**

This Agreement may be executed simultaneously in several identical copies, each of which shall be an original and all of which shall constitute but one and the same Agreement.

**25. GOVERNING LAW:**

This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that any cause of action arising out of this Agreement will be brought in the County of Westchester.

**26. NO WAIVER:**

Failure of the County to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment for the future of such term or condition, but the same shall remain in full force and effect.

**27. THIRD PARTIES:**

Except for HFA, (INSERT LENDER NAME), the First Mortgagee and the Investor, nothing herein is intended or shall be construed to confer upon or give to any third party or its successors and assigns any rights, remedies or basis for reliance upon, under or by reason of this Agreement.

**28. REQUIRED SCHEDULES:**

Attached hereto and forming a part hereof as Schedule "H" is a questionnaire entitled "Required Disclosure of Relationships to County." The Developer agree to complete said questionnaire as part of this Agreement. In the event that any information provided in the completed questionnaire changes during the term of this Agreement, the Developer, as applicable, agree to notify County in writing within ten (10) business days of such event.

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. Attached hereto and forming a part hereof as Schedule "J" is a questionnaire entitled "Business Enterprises Owned and Controlled by Persons of Color or Women" which the Developer agrees to complete.

**29. FORCE MAJEURE:**

Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, acts of war or terrorism, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental actions, civil commotions, pandemic, fire or other casualty, in each case if due to a cause beyond the reasonable control of the party obligated to perform, and other causes beyond the reasonable control of the party obligated to perform (collectively, "Force Majeure") shall, notwithstanding anything to the contrary contained herein, excuse the performance of such party for a period equal to any such prevention, delay or stoppage and, therefore, if this Agreement specifies a time period for performance of an obligation of either party, that time period shall be extended by the period of any delay in such party's performance caused by a Force Majeure. For purposes of this Section 29, a cause shall not be deemed beyond a party's control if it is within the control of such party's agents, employees or contractors.

**30. LIABILITY:**

The parties hereby acknowledge and agree that, unless otherwise set forth in this Agreement, the Municipality, the Developer shall each be jointly and severally liable for all obligations hereunder and for any breach of the terms of this Agreement.

The provisions of this Section "30" will survive the Closing or other cancellation or termination of this Agreement.

**31. CONFLICT OF INTEREST:**

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

**32. ELECTRONIC FUNDS TRANSFER:**

All payments made by the County to the Municipality will be made by electronic funds transfer (“EFT”) pursuant to the County’s Vendor Direct program. Contractors doing business with Westchester County, who are not already enrolled in the Vendor Direct Program, will be required to fill out and submit an EFT Authorization Form in order to receive payment. The EFT Authorization Form and related information are annexed hereto as Schedule “I”. The completed Authorization Form must be returned by the Municipality to the Commissioner prior to execution of the contract. In rare cases, a hardship waiver may be granted. For a Hardship Waiver Request Form, please contact the Westchester County Finance Department.

**33. ENFORCEMENT:**

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

IN WITNESS WHEREOF, each of the undersigned parties has caused this Agreement to be executed.

**THE COUNTY OF WESTCHESTER**

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

**CITY OF WHITE PLAINS**

By: \_\_\_\_\_  
Name: Thomas M. Roach  
Title: Mayor, City of White Plains

**WHITE PLAINS HOUSING AUTHORITY**

By: \_\_\_\_\_  
Name: Denise Brooks-Jones  
Title: Executive Director and Chief Executive Officer

**WP THREE HOUSING DEVELOPMENT FUND CORPORATION**

By: \_\_\_\_\_  
Name: Denise Brooks-Jones  
Title: Chief Executive Officer

**TRINITY BROOKFIELD COMMONS PHASE THREE LIMITED PARTNERSHIP**

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

Approved by the Board of Legislators by Act No. 2024–146 adopted on August 5, 2024;

Approved by the Westchester County Board of Acquisition & Contract at a meeting duly held on the 5th day of December, 2024; and

Approved by City of White Plains Common Council on the \_\_ day of \_\_\_\_ 2025.

Approved as to form and manner of execution:

\_\_\_\_\_  
Associate County Attorney  
County of Westchester

DRAFT



**COUNTY 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 Blanca P. Lopez, 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

**MUNICIPALITY 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

# MUNICIPAL CERTIFICATE OF AUTHORITY

I, \_\_\_\_\_  
*Officer other than officer signing contract)*

certify that I am the \_\_\_\_\_ of  
the \_\_\_\_\_  
*(Title)*  
*(the "Municipality")*

a municipal corporation duly organized and in good standing under the \_\_\_\_\_  
(Law under which organized, e.g., the  
New York Business Corporate Law)

named in the foregoing agreement;  
that \_\_\_\_\_  
(Person executing agreement)

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

(Title of such person)

of the Municipality and that said agreement was duly signed for and on behalf of said Municipality by authority of the Common Council of the City of White Plains, thereunto duly authorized and that such authority is in full force and effect at the date hereof.

(Signature)

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally came \_\_\_\_\_, whose signature appears above, to me

known, and known to me to be the \_\_\_\_\_ of \_\_\_\_\_  
(Title)

\_\_\_\_\_, the Municipality described in and which executed the above certificate, who being by me duly sworn did depose and say that he/she, the said \_\_\_\_\_ of said Municipality resides at \_\_\_\_\_, and that he/she signed his/her name hereto by order of the Board of \_\_\_\_\_ of said Municipality.

Notary Public                      County

**HOUSING AUTHORITY 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 Denise Brooks-Jones, 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

**HOUSING AUTHORITY CERTIFICATE OF AUTHORITY**

I, \_\_\_\_\_,  
*Officer other than officer signing contract)*

certify that I am the \_\_\_\_\_ of  
*(Title)*

the White Plains Housing Authority, a public housing authority established under

the laws of the State of New York, named in the foregoing agreement;

that Denise Brooks-Jones who signed said agreement on behalf of the Authority was, at the time

of execution Executive Director and Chief Executive Officer of the Authority and that said

agreement was duly signed for and on behalf of said Authority by authority of the White Plains

Housing Authority, thereunto duly authorized and that such authority is in full force and effect at

the date hereof.

*(Signature)*

STATE OF NEW YORK )

)ss.:

COUNTY OF WESTCHESTER )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me personally came  
\_\_\_\_\_, whose signature appears above, to me  
known, and known to me to be the \_\_\_\_\_ of  
*(Title)*

White Plains Housing Authority, the Housing Authority described in and which executed the  
above certificate, who being by me duly sworn did depose and say that he/she has an office at 223  
Dr. Martin Luther King, Jr. Boulevard, White Plains, New York 10601, that he/she is duly  
authorized to execute said certificate on behalf of said Authority, and that he/she signed his/her  
name thereto pursuant to such authority.

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

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

**HDFC ACKNOWLEDGMENT**

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

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2025 before me, the undersigned, a Notary Public in and for said State, personally appeared Denise Brooks-Jones, 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

**HDFC CERTIFICATE OF AUTHORITY**

I, \_\_\_\_\_  
*Manager or officer other than officer signing contract*

certify that I am a \_\_\_\_\_ of WP Three Housing Development Fund Corporation, a not-for-profit corporation (the "HDFC") duly organized under the laws of the State of New York; that Denise Brooks-Jones who signed said Agreement on behalf of the HDFC was, at the time of execution, the Chief Executive Officer of the HDFC; that said Agreement was duly signed for and on behalf of said HDFC and as the act of said HDFC for the purposes therein mentioned.

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

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

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 person described in and who executed the above certificate, who being by me duly sworn did depose and say that he/she has an office at 223 Dr. Martin Luther King, Jr. Boulevard, White Plains, New York 10601, and he/she is a \_\_\_\_\_ of said HDFC; that he/she is duly authorized to execute said certificate on behalf of said HDFC, and that he/she signed his/her name thereto pursuant to such authority.

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

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

DRAFT



**DEVELOPER ACKNOWLEDGMENT**

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

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2024 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

**DEVELOPER CERTIFICATE OF AUTHORITY**

I, \_\_\_\_\_  
*Manager or officer other than officer signing contract)*

certify that I am a \_\_\_\_\_ of \_\_\_\_\_, the Managing Member of  
\_\_\_\_\_ LP

(the "LP") duly organized under the Laws of the State of New York; that

\_\_\_\_\_ who signed said Agreement on behalf of the LP  
was, at the time of execution, an Authorized Agent of the General Partner of the LP; that said  
Agreement was duly signed for and on behalf of said LP and as the act of said LP for the purposes  
therein mentioned.

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

STATE OF NEW YORK)

ss.:

COUNTY OF \_\_\_\_\_)

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2024 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 person  
described in and who executed the above certificate, who being by me duly sworn did depose and  
say that he has on office at \_\_\_\_\_, and he/she is a Manager of the  
Managing Member of said LP; that he is duly authorized to execute said certificate on behalf of  
said LP, and that he signed his name thereto pursuant to such authority.

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

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

**SCHEDULE "A"**  
**Affordable Housing Property Description**

DRAFT

**SCHEDULE "B"**  
**Form of Declaration of Restrictive Covenants**

DRAFT

**SCHEDULE "C"**  
Intentionally Omitted

DRAFT

**SCHEDULE "D"**  
**INFRASTRUCTURE IMPROVEMENTS PROJECT**

**A. SCOPE OF SERVICES**

The infrastructure improvements include, but are not limited to, on-site and street paving, curbing, sidewalks, retaining walls, storm water detention, drainage systems, sanitary sewer system, water lines, lighting, signage, landscaping, construction management and County administrative costs (the "Infrastructure Improvements"). The Infrastructure Improvements shall be constructed in accordance with the following plans: Infrastructure Improvements 161 South Lexington Avenue (161 South Lexington Avenue HIF Contract) as prepared by \_\_\_\_\_, dated and last revised, \_\_\_\_\_, 202\_ (the "Plans").

**Project Manager**

The Municipality will retain and/or utilize a consultant to perform the construction management associated with the HIF funded infrastructure improvements, or in the alternative act as construction manager. The construction management will include:

- the review and approvals of shop drawings,
- review and approval request for payments,
- perform inspections and provide certifications associated with any County Health department requirements (if applicable),
- conduct site inspection to confirm compliance with the approved construction drawings.

The professional retained to perform the said inspection shall report directly to the municipal engineer and County staff on all services performed relating to the construction of the municipal infrastructure project.

**B. PAYMENT**

The County of Westchester will make progress payments to the Municipality for expenses incurred in constructing the Infrastructure Improvements associated with the construction of up to 168 units of affordable AFFH housing in the Municipality, in an amount not to exceed \$8,134,000, as set forth pursuant to the below Budget. All quantities are approximate, and the total amount shall not be exceeded.

Any and all requests for payments to be made, including any partial payment made in proportion to the work completed, shall be submitted on properly executed payment vouchers of the County and paid within 30 days after approval by the Commissioner of Planning of the County of Westchester or his or her duly authorized designee (hereinafter the "Commissioner"), which approval shall not be unreasonably withheld and subject to the terms of the IMDA. The

Municipality acknowledges and agrees that the New York State prevailing wage shall be paid. In the event prevailing wage is not paid the County's Department of Planning shall recalculate and reduce the below Budget. 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 sequential numbering and be non-repeating.

Payment shall substantially follow the following procedures, but the County reserves the right to require additional documentation and approval:

1. Documentation for the payment of work completed shall include verification from the Architect or Engineer responsible for the work to a) verify that the work was done, and b) that it was done properly;
2. If approved, a signed AIA form approving the work, materials and workmanship and the amount to be invoiced by the contractor shall be included along with a County voucher and lien release from the Contractor.
3. The Municipality submits the invoice, AIA form, lien release, and a county voucher to the County for payment;
4. The County reviews the request, if approved submits it for payment & prepares a check to the municipality provided however that the County shall retain not more than five per centum of each payment which amount shall be held until final payment upon the issuance of a Certificate of Completion for the Infrastructure Improvements.

It is also understood that the County's Planning Department staff may visit the site during construction and will inspect and approve the project for substantial completion and that the County shall be permitted such access.

**C. BUDGET (County HIF Funds):**

All quantities are approximate and the total amount shall not be exceeded

The Developer is responsible for funding the costs of construction of the Other Infrastructure Improvements not funded through the County HIF Funds.

#### SCHEDULE OF VALUES

SITework ITEM	GRAND TOTAL
REMOVALS	
EARTHWORK	
PAVEMENT	
STRUCTURES	
DRAINAGE	
INCIDENTAL SITEWORK	
LANDSCAPING	
MISCELLANEOUS	
UTILITIES	
BONDS INSURANCE MOBILIZATION	
CONTINGENCY	
STAFF AND LEGAL FEES	
ENGINEERING, CONST. MGMT	\$
	\$ 8,134,000.00

#### **D. CONSTRUCTION SCHEDULE FOR INFRASTRUCTURE IMPROVEMENTS**

Commencement Date for Construction of Infrastructure Improvements: No later than December 31, 2025.

Completion Date for Infrastructure Improvements: 365 days from the date of commencement of construction of the Infrastructure Improvements.



## **SCHEDULE "E(i)"**

### **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.

The Municipality may provide evidence of self-insurance.

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 "E(ii)"

### STANDARD INSURANCE PROVISIONS (Developer)

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

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

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

- e) 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).

- f) 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:

- v. Premises - Operations.
- vi. Broad Form Contractual.
- vii. Independent Contractor and Sub-Contractor.
- viii. Products and Completed Operations.

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

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

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

- h) 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.

As per the attached written agreement, and where indicated with a check mark below, the following insurance(s) will also be required:

X	<i>(e) Environmental Liability with a minimum limit of liability per occurrence of \$1,000,000.00. Policy shall be kept in full force and effect for three (3) years from the date of Closing and the County shall be provided with the endorsement naming the County of Westchester as an additional insured.</i>
X	<i>At acquisition of Property: (f) Property Insurance – Replacement Cost basis with County of Westchester named as loss payee as its interest may appear</i>
X	<i>At or before execution of a rehabilitation construction agreement: Builder's Risk -- Developer at their own cost and expense shall provide and maintain a Builder's Risk Form, All Risk Insurance Contract. The coverage shall be written for 100%</i>

<i>of the completed value of the rehabilitation construction work, with the County of Westchester named as loss payee as its interest may appear.</i>
---

3. All policies of the Developer 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 Developer.

**SCHEDULE "F"**  
**ENVIRONMENTAL REPORTS**

DRAFT

**SCHEDULE "G"**

**Required Easement from the Housing Authority to County and Municipality  
(form of attached hereto)**

DRAFT

## INFRASTRUCTURE IMPROVEMENTS EASEMENT

**THIS EASEMENT**, made by:

**WHITE PLAINS HOUSING AUTHORITY**, a public housing authority established under the laws of the State of New York and having an office and place of business at 223 Dr. Martin Luther King Blvd., White Plains, NY, 10601, (the "Grantor")

### WITNESSETH:

**WHEREAS**, Grantor is the fee owner of that certain parcel of real property located at 161 South Lexington Avenue, City of White Plains, County of Westchester, State of New York, as more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Property") and wishes to grant an easement in, on, over, under and through a portion of said property to 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 (the "County"), and the **CITY OF WHITE PLAINS**, a municipal corporation of the State of New York, having an office and place of business at City Hall, 255 Main Street, White Plains, New York 10601 (the "Municipality" and, together with the County, collectively referred to as the "Grantees"); and

**NOW, THEREFORE**, the Grantor agrees as follows:

The Grantor in consideration of the sum of One (\$1.00) Dollar lawful money of the United States, paid by the Grantees, receipt of which is hereby acknowledged, does hereby grant and release unto the Grantees, its successors and assigns, a non-exclusive easement (the "Easement") in, on, over, under and through the area depicted on the map annexed hereto as Exhibit "B" (the "Easement Area") for the purpose of operating and accessing certain County owned public improvements, including, but not be limited to on-site and street paving, curbing, sidewalks, storm water detention, drainage systems, sanitary sewer system, water lines, lighting, signage, landscaping and construction management costs (the "Infrastructure Improvements").

It is acknowledged that the foregoing shall not diminish the terms and conditions of that certain Declaration of Restrictive Covenants entered into with respect to the Property dated the date hereof. The Grantor has received any approval necessary in connection herewith and the grant of the Easement will not result in any breach of or constitute a default under other instruments or documents to which the Grantor is a party or by which it may be bound or affected.

The Easement granted herein is subject to the following restrictions:



The Grantor further Covenants that neither it, nor its successors or assigns shall do anything, or allow anything to be done, which in the reasonable opinion of the Grantees would injure, endanger or impair the Infrastructure Improvements contained within the Easement or the operation thereof.

This non-exclusive Easement is granted on the following terms and conditions:

The Grantees, its employees, agents and contractors, shall have the right at any time of access, ingress, egress and regress into and from the Easement at any time upon reasonable notice during normal business hours (except in the case of an emergency) for the purpose of excavating, grading, constructing, reconstructing, enlarging, repairing, monitoring and maintaining the Infrastructure Improvements without becoming or being held liable for trespass.

Upon final completion of construction with respect to the Infrastructure Improvements and issuance of a Certificate of Occupancy with respect to such Infrastructure Improvements, the Municipality's rights under this Easement shall terminate.

The Grantor acknowledges that the Infrastructure Improvements constructed in, on, over, under or through the Easement shall be owned by the County for so long as the bonds of the County (the "Bonds"), which made funds available for said Infrastructure Improvements, are outstanding, pursuant to the terms of the certain Inter-Municipal/Developer Agreement of even date herewith by and between the Grantor, the Developer, the Municipality and the County. Upon maturity or full redemption of the aforesaid Bonds, title to the Infrastructure Improvements will vest in the Grantor, and this Indenture and the Easement granted herein to the Grantees shall terminate. Upon such termination, the County and the Municipality agree to execute a termination of this Easement to be recorded against the Property upon request of the Grantor.

The exercise of any rights hereunder shall be done in compliance with all applicable laws, ordinances, rules, regulation, orders and requirements of any governmental authority having jurisdiction thereof, while undertaking such measures as may reasonably be required to protect against personal injury and/or property damage.

The Easement granted herein shall be nonexclusive, and Grantor and/or its successors or assigns, at its sole discretion, may use or permit other parties to use the Easement Area for any purpose that does not prevent the exercise of the rights granted to Grantee herein and the Grantee's use of the Easement Area shall not interfere with the Grantor's quiet enjoyment of the Property.

This Indenture may not be modified or amended unless by written instrument signed by the Grantor and Grantees hereto.

The non-exclusive Easement shall run with the land and the provisions contained herein shall be binding upon and inure to the benefit of and be enforceable by the Grantees, their successors and assigns.

This Indenture contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral or other written understandings, agreements and negotiations between the parties shall be of no force and effect.

No waiver by either party of any failure or refusal by the other party to comply with its respective obligations under this Indenture shall be valid unless in writing and signed by the party to be charged and no such waiver shall be deemed a waiver of any other or subsequent failure or refusal to so comply.

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

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

**WHITE PLAINS HOUSING AUTHORITY**

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

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:  
County Attorney  
148 Martine Avenue, Room 600  
White Plains, New York 10601  
Attn: David Vutera

**UNIFORM ACKNOWLEDGMENT**

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

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

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

**EXHIBIT "A"**  
Property

All that certain tract, piece or parcel of land situate in the City of White Plains, County of Westchester, State of New York, lying, and being more particularly bounded and described as follows:

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**EXHIBIT "B"**  
Easement Area

All that certain tract, piece or parcel of land situate in the City of White Plains, County of Westchester, State of New York, lying generally West of the Westerly terminus of, and being more particularly bounded and described as follows:

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**SCHEDULE "H"**  
**REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY**

*A potential County contractor must complete this form as part of the proposed County contract.*

- 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): \_\_\_\_\_  
\_\_\_\_\_

By signing below, I hereby certify that I am authorized to complete this form for the Contractor.

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_


<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.

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

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## SCHEDULE "I"

 Westchester gov.com	<b>Westchester County • Department of Finance • Treasury Division</b>  <b>Electronic Funds Transfer (EFT)</b> <b>Vendor Direct Payment Authorization Form</b>	Authorization Is: (check one) <input type="checkbox"/> New <input type="checkbox"/> Change
---	--	---

**INSTRUCTIONS:** Please complete both sections of this Authorization Form and attach a voided check. See the reverse side for more information and instructions.

**Mail to:** Westchester County, Department of Finance, Treasury Division, 148 Martine Avenue, White Plains, NY 10601  
**Attention:** Vendor Direct

**Section I - Vendor Information**

1. Vendor Name: \_\_\_\_\_  
  
 2. Taxpayer ID Number or Social Security Number:   
  
 3. Vendor Primary Address: \_\_\_\_\_  
  
 4. Contact Person Name: \_\_\_\_\_ Contact Person Telephone Number: \_\_\_\_\_  
  
 5. Vendor E-Mail Addresses for Remittance Notification: \_\_\_\_\_  
  
 6. Vendor Certification: *I have read and understand the Vendor Direct Payment Program and hereby authorize payments to be received by electronic funds transfer into the bank that I designate in Section II. I further understand that in the event that an erroneous electronic payment is sent, Westchester County reserves the right to reverse the electronic payment. In the event that a reversal cannot be implemented, Westchester County will utilize any other lawful means to retrieve payments to which the payee was not entitled.*  
  

\_\_\_\_\_ Authorized Signature
\_\_\_\_\_ Print Name/Title
\_\_\_\_\_ Date

**Section II- Financial Institution Information**

7. Bank Name: \_\_\_\_\_  
  
 8. Bank Address: \_\_\_\_\_  
  

9. Routing Transit Number:

10. Account Type:  
 (check one) ☐ Checking ☐ Savings

11. Bank Account Number: \_\_\_\_\_

12. Bank Account Title: \_\_\_\_\_

13. Bank Contact Person Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

14. FINANCIAL INSTITUTION CERTIFICATION (required ONLY if directing funds into a Savings Account OR if a voided check is not attached to this form): *I certify that the account number and type of account is maintained in the name of the vendor named above. As a representative of the named financial institution, I certify that this financial institution is ACH capable and agrees to receive and deposit payments to the account shown.*  
  

\_\_\_\_\_ Authorized Signature
\_\_\_\_\_ Print Name / Title
\_\_\_\_\_ Date

(Leave Blank - to be completed by Westchester County) - Vendor number assigned



**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"

### **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 corporation, 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

Name of Business Enterprise: \_\_\_\_\_

Address: \_\_\_\_\_

Name and Title of person completing questionnaire: \_\_\_\_\_

Signature: \_\_\_\_\_

---

Notary Public

---

Date

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**HOME RULE REQUEST RESOLUTION NO. \_\_\_\_-2025**

RESOLVED, that the Westchester County Board of Legislators approves the making of a Home Rule Request in the following format:

*To the Legislature:*

Pursuant to Article IX of the Constitution, the County of Westchester requests the enactment of Assembly Bill No. 6427/Senate Bill No. 5731 entitled "AN ACT to amend the tax law, in relation to revising the period of authorization for the county of Westchester's additional one percent rate of sales and compensating use tax; and to amend chapter 272 of the laws of 1991, amending the tax law relating to the method of disposition of sales and compensating use tax revenue in Westchester county and enacting the Westchester county spending limitation act, in relation to revising the period of authorization for the county of Westchester's additional one percent rate of sales and compensating use tax."

A necessity exists for the enactment of this legislation because the local government does not have the power to enact such legislation by local law.

Dated: March 31, 2025  
White Plains, New York

*Colin O'Brien*  
*Ken [unclear]*  
*[unclear]*  
*Benjamin Boykin*

*Nancy [unclear]*  
*[unclear]*  
*[unclear]*  
*Colin O'Brien*  
*David Buller*  
*John [unclear]*  
*[unclear]*

COMMITTEES ON  
Legislation Budget & Appropriations

Dated: March 31, 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.***

*Emiliana May*

**COMMITTEE ON**

Legislation

# STATE OF NEW YORK

6427

2025-2026 Regular Sessions

## IN ASSEMBLY

March 4, 2025

Introduced by M. of A. PAULIN -- read once and referred to the Committee on Ways and Means

AN ACT to amend the tax law, in relation to revising the period of authorization for the county of Westchester's additional one percent rate of sales and compensating use tax; and to amend chapter 272 of the laws of 1991, amending the tax law relating to the method of disposition of sales and compensating use tax revenue in Westchester county and enacting the Westchester county spending limitation act, in relation to revising the period of authorization for the county of Westchester's additional one percent rate of sales and compensating use tax

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

- 1 Section 1. Clause 42 of subparagraph (i) of the opening paragraph of  
2 section 1210 of the tax law, as amended by chapter 272 of the laws of  
3 2023, is amended to read as follows:  
4 (42) the county of Westchester is hereby further authorized and  
5 empowered to adopt and amend local laws, ordinances or resolutions  
6 imposing such taxes at a rate that is one percent additional to the  
7 three percent rate authorized above in this paragraph for such county  
8 for the period beginning August first, two thousand nineteen and ending  
9 November thirtieth, two thousand [~~twenty-five~~] twenty-seven;  
10 § 2. Subdivision e of section 4 and sections 5, 7 and 16 of chapter  
11 272 of the laws of 1991, amending the tax law relating to the method of  
12 disposition of sales and compensating use tax revenue in Westchester  
13 county and enacting the Westchester county spending limitation act, as  
14 amended by chapter 272 of the laws of 2023, are amended to read as  
15 follows:  
16 e. "Spending limitation" means the maximum amount of county spending  
17 established in county fiscal years 1992, 1993, 1994, 1995, 1996, 1997,  
18 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009,

EXPLANATION--Matter in italics (underscored) is new; matter in brackets  
[-] is old law to be omitted.

LBD10282-01-5



1 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021,  
2 2022, 2023, 2024 [and], 2025, 2026 and 2027.

3 § 5. Establishment of annual spending limitation. a. For county fiscal  
4 years 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002,  
5 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014,  
6 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024 [and], 2025,  
7 2026 and 2027 there shall be in effect an annual spending limitation.  
8 The spending limitation shall be derived from a fixed percentage  
9 reflecting the ratio of base year spending to county personal income.  
10 County personal income for such calculation shall be for the period  
11 January 1, 1986 through December 31, 1986. Such percentage shall be  
12 applied to county personal income for the period January 1, 1989 through  
13 December 31, 1989, to determine the spending limitation for county  
14 fiscal year 1992; to determine the spending limitation for county fiscal  
15 year 1993, such percentage shall be applied to county personal income  
16 for the period January 1, 1990 through December 31, 1990; to determine  
17 the spending limitation for county fiscal year 1994, such percentage  
18 shall be applied to county personal income for the period January 1,  
19 1991 through December 31, 1991; to determine the spending limitation for  
20 county fiscal year 1995, such percentage shall be applied to county  
21 personal income for the period January 1, 1992 through December 31,  
22 1992; to determine the spending limitation for county fiscal year 1996,  
23 such percentage shall be applied to county personal income for the peri-  
24 od January 1, 1993 through December 31, 1993; to determine the spending  
25 limitation for county fiscal year 1997, such percentage shall be applied  
26 to county personal income for the period January 1, 1994 through Decem-  
27 ber 31, 1994; to determine the spending limitation for county fiscal  
28 year 1998, such percentage shall be applied to county personal income  
29 for the period January 1, 1995 through December 31, 1995; to determine  
30 the spending limitation for county fiscal year 1999, such percentage  
31 shall be applied to county personal income for the period January 1,  
32 1996 through December 31, 1996; to determine the spending limitation for  
33 county fiscal year 2000, such percentage shall be applied to county  
34 personal income for the period January 1, 1997 through December 31,  
35 1997; to determine the spending limitation for county fiscal year 2001,  
36 such percentage shall be applied to county personal income for the peri-  
37 od January 1, 1998 through December 31, 1998; to determine the spending  
38 limitation for county fiscal year 2002, such percentage shall be applied  
39 to county personal income for the period January 1, 1999 through Decem-  
40 ber 31, 1999; to determine the spending limitation for county fiscal  
41 year 2003, such percentage shall be applied to county personal income  
42 for the period January 1, 2000 through December 31, 2000; to determine  
43 the spending limitation for county fiscal year 2004, such percentage  
44 shall be applied to county personal income for the period January 1,  
45 2001 through December 31, 2001; to determine the spending limitation for  
46 county fiscal year 2005, such percentage shall be applied to county  
47 personal income for the period January 1, 2002 through December 31,  
48 2002; to determine the spending limitation for county fiscal year 2006,  
49 such percentage shall be applied to county personal income for the peri-  
50 od January 1, 2003 through December 31, 2003; to determine the spending  
51 limitation for the county fiscal year 2007, such percentage shall be  
52 applied to county personal income for the period January 1, 2004 through  
53 December 31, 2004; to determine the spending limitation for the county  
54 fiscal year 2008, such percentage shall be applied to county personal  
55 income for the period January 1, 2005 through December 31, 2005; to  
56 determine the spending limitation for the county fiscal year 2009, such



1 percentage shall be applied to county personal income for the period  
2 January 1, 2006 through December 31, 2006; to determine the spending  
3 limitation for the county fiscal year 2010, such percentage shall be  
4 applied to county personal income for the period January 1, 2007 through  
5 December 31, 2007; to determine the spending limitation for the county  
6 fiscal year 2011, such percentage shall be applied to county personal  
7 income for the period January 1, 2008 through December 31, 2008; to  
8 determine the spending limitation for the county fiscal year 2012, such  
9 percentage shall be applied to county personal income for the period  
10 January 1, 2009 through December 31, 2009; to determine the spending  
11 limitation for the county fiscal year 2013, such percentage shall be  
12 applied to county personal income for the period January 1, 2010 through  
13 December 31, 2010; to determine the spending limitation for the county  
14 fiscal year 2014, such percentage shall be applied to county personal  
15 income for the period January 1, 2011 through December 31, 2011; to  
16 determine the spending limitation for the county fiscal year 2015, such  
17 percentage shall be applied to county personal income for the period  
18 January 1, 2012 through December 31, 2012; to determine the spending  
19 limitation for county fiscal year 2016, such percentage shall be applied  
20 to the county personal income for the period January 1, 2013 through  
21 December 31, 2013; to determine the spending limitation for the county  
22 fiscal year 2017, such percentage shall be applied to county personal  
23 income for the period January 1, 2014 through December 31, 2014; and to  
24 determine the spending limitation for county fiscal year 2018, such  
25 percentage shall be applied to the county personal income for the period  
26 January 1, 2015 through December 31, 2015; to determine the spending  
27 limitation for the county fiscal year 2019, such percentage shall be  
28 applied to county personal income for the period January 1, 2016 through  
29 December 31, 2016; and to determine the spending limitation for county  
30 fiscal year 2020, such percentage shall be applied to the county  
31 personal income for the period January 1, 2017 through December 31,  
32 2017; and to determine the spending limitation for the county fiscal  
33 year 2021, such percentage shall be applied to county personal income  
34 for the period January 1, 2018 through December 31, 2018; and to deter-  
35 mine the spending limitation for the county fiscal year 2022, such  
36 percentage shall be applied to county personal income for the period  
37 January 1, 2019 through December 31, 2019; and to determine the spending  
38 limitation for the county fiscal year 2023, such percentage shall be  
39 applied to county personal income for the period January 1, 2020 through  
40 December 31, 2020; and to determine the spending limitation for the  
41 county fiscal year 2024, such percentage shall be applied to county  
42 personal income for the period January 1, 2021 through December 31,  
43 2021; and to determine the spending limitation for the county fiscal  
44 year 2025, such percentage shall be applied to county personal income  
45 for the period January 1, 2022 through December 31, 2022; and to deter-  
46 mine the spending limitation for the county fiscal year 2026, such  
47 percentage shall be applied to county personal income for the period  
48 January 1, 2023 through December 31, 2023; and to determine the spending  
49 limitation for the county fiscal year 2027, such percentage shall be  
50 applied to county personal income for the period January 1, 2024 through  
51 December 31, 2024.

52 b. The spending limitation shall serve as a statutory cap on county  
53 spending to be reflected in the tentative budget as well as the enacted  
54 budget for county fiscal years beginning in 1992.

55 § 7. Mandatory tax reduction. In the event that the county spending  
56 subject to the spending limitation exceeds such limitation in the adop-

1 tive county budget for county fiscal year 1992, 1993, 1994, 1995, 1996,  
2 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008,  
3 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020,  
4 2021, 2022, 2023, 2024 [~~or~~], 2025, 2026 or 2027 then section 1262-b of  
5 the tax law shall be repealed.

6 § 16. This act shall take effect immediately, provided, however, that  
7 sections one through seven of this act shall be in full force and effect  
8 until November 30, [~~2025~~] 2027.

9 § 3. This act shall take effect immediately; provided, however that  
10 the amendments to sections 4, 5 and 7 of chapter 272 of the laws of 1991  
11 made by section two of this act shall not affect the expiration of such  
12 sections and shall expire and be deemed repealed therewith.



**NEW YORK STATE ASSEMBLY  
MEMORANDUM IN SUPPORT OF LEGISLATION  
submitted in accordance with Assembly Rule III, Sec 1(f)**

**BILL NUMBER:** A6427

**SPONSOR:** Paulin

**TITLE OF BILL:**

An act to amend the tax law, in relation to revising the period of authorization for the county of Westchester's additional one percent rate of sales and compensating use tax; and to amend chapter 272 of the laws of 1991, amending the tax law relating to the method of disposition of sales and compensating use tax revenue in Westchester county and enacting the Westchester county spending limitation act, in relation to revising the period of authorization for the county of Westchester's additional one percent rate of sales and compensating use tax

**PURPOSE OF BILL:**

This bill extends the expiration of the provisions of the Westchester County spending limitation act from November 30, 2025 to November 30, 2027.

**SUMMARY OF SPECIFIC PROVISIONS:**

Section 1 amends clause 42 of subparagraph i of the opening paragraph of section 1210 of the tax law to extend the authorization of Westchester County to impose an additional one percent tax rate, from November 30, 2025 to November 30, 2027.

Section 2 amends subdivision e of section 4 and sections 5, 7 and 16 of chapter 272 of the laws of 1991, amending the tax law in relating to the method of disposition of sales and compensating use tax revenue in Westchester County and enacting

the Westchester County spending limitation act, as amended by section 1 of part DD of chapter 118 of the laws of 2001 to extend the expiration thereof from November 30, 2025 to November 30, 2027.

Section 3 sets the effective date.

**JUSTIFICATION:**

The additional one percent sales tax authorization and extension of the Westchester County spending limitation was most recently provided for through 2025 by chapter 272 of the laws of 2023. This bill provides an additional two-year extension. Since its inception, the sales tax has been a vitally, important source of revenue to the county, its local governments, and school districts.

Providing for the extension of this provision during this legislative session will enable the County of Westchester, and the various local governments, and school districts that rely on the revenues generated from the sales and compensating use tax to more appropriately plan their budgets for the coming fiscal years.

**LEGISLATIVE HISTORY:**

A.6246a, Ch. 272 of 2023 / Same as S.6823a, Ch. 272 of 2023

**FISCAL IMPLICATIONS:**

No cost to state and positive fiscal impact to Westchester County, its municipal governments, and school districts,

**EFFECTIVE DATE:**

Immediately.

**RESOLUTION NO. \_\_\_\_ – 2025**

RESOLVED, that this Board hold a public hearing pursuant to Section 209.141(4) of the Laws of Westchester County on Local Law Intro. No. \_\_\_\_ - 2025, entitled “A LOCAL LAW amending Chapter 425 of the Laws of Westchester County.” The public hearing will be held at \_\_\_\_m. on the \_\_\_\_ day of \_\_\_\_\_, 2025, in the Chambers of the Board of Legislators, 8th Floor, Michaelian Office Building, White Plains, New York. The Clerk of the Board shall cause notice of the time and date of such hearing to be published at least once in one or more newspapers published in the County of Westchester and selected by the Clerk of the Board for that purpose in the manner and time required by law.

TO: BOARD OF LEGISLATORS  
COUNTY OF WESTCHESTER

Your Committee recommends passage of “A LOCAL LAW amending Chapter 425 of the Laws of Westchester County.”

Your Committee recalls that in 2022, this Honorable Board enacted Chapter 425 of the Laws of Westchester County (“Chapter 425”), which is aimed at providing safe access to reproductive health care facilities by prohibiting threatening, harassing, violent, fraudulent, and obstructive conduct. Chapter 425 was passed to protect and promote the public health, safety, and welfare; to ensure order; to protect freedom of access to reproductive health care facilities; to protect the freedom to obtain reproductive health care services; to promote the free flow of traffic in the public way; to advance medical privacy and the well-being of patients seeking access to reproductive health care facilities and obtaining reproductive health care services; and to safeguard private property. In enacting Chapter 425, this Honorable Board found it vital to strike an appropriate balance between the rights of those seeking reproductive health care and those seeking to exercise their First Amendment rights outside of reproductive health care facilities.

Your Committee is aware that, shortly after Chapter 425’s enactment, a group of plaintiffs filed a federal lawsuit in the U.S. District Court for the Southern District of New York (“District Court”) challenging Chapter 425. Although no section of the law had been enforced against them, the plaintiffs claimed that numerous provisions of Chapter 425 violated their constitutional rights to free speech, free exercise of religion, and due process in the pre-enforcement context. The County vigorously defended the case. First, the County successfully opposed, through appeal, the plaintiffs’ motion to preliminarily enjoin Chapter 425 from being enforced. Second, at the conclusion of



discovery in the case, the County moved for summary judgment on all the plaintiffs' claims, arguing that each section of Chapter 425 was constitutional.

Your Committee has been informed that on March 14, 2025, the District Court issued an order granting the lion's share of the County's motion, and dismissing most of the plaintiffs' claims. The District Court held that the majority of Chapter 425's provisions are constitutional. The District Court did, however, take issue with the interplay between Chapter 425's definition of "interfere with" and the law's prohibition on interfering with reproductive health care facility operations. The District Court determined that these provisions, when read together, produced a restriction that was not narrowly tailored to the County's interests under the First Amendment, and that the section suffered from both overbreadth and vagueness problems under the First and Fourteenth Amendments, respectively.

Your Committee understands that, as these provisions were originally drafted, Chapter 425's definition of "interfere with" was identical to the definition of "interfere" as used in the Federal Access to Clinic Entrances Act, *see* 18 U.S.C. § 248(e)(2)—although the County's definition added "to stop . . . through deceptive means or otherwise." Laws of Westchester County § 425.21(b). This additional language was meant to specifically address one of the incidents that precipitated the County's enactment of Chapter 425: individuals who gained entry to the All Women's Health facility under deceptive means, then facilitated the infiltration by numerous other people into the clinic, ultimately suspending the facility's operations for a period of time. To be clear, "interference" has never been a violation on its own; rather, it is used as a term in four of the current provisions of Chapter 425. As used in section 425.31(h), "interference" is linked to the operation of a reproductive health care facility.

Your Committee has been made aware that, in evaluating Chapter 425, the District Court noted that section 425.31(h) was not “connected to physical acts or threats,” unlike the other sections of the law. Order at 22. Thus, section 425.31(h) currently restricts anyone from “using any non-deceptive ‘means’” to stop facility operations—which could “include[ ] large swaths of protected speech,” and an argument could conceivably be made that merely “by convincing another person through counseling to cancel their appointment at the facility,” the section could be violated. Order at 22. The District Court also found that section 425.31(h) “leaves law-enforcement officials unfettered discretion to determine liability,” and that the restriction fails to provide people of ordinary intelligence a reasonable opportunity to understand exactly what conduct it prohibits.

Your Committee recognizes that the District Court’s interpretation of the plain text of § 425.31(h) is at odds with the original intent of this Honorable Board. It was never the aim of Chapter 425 to restrict protected free expression in the way the District Court has interpreted the law. Section 425.31(h) and the definition of “interfere with,” working in tandem, were always meant to prohibit conduct such as a person’s trespass through deceptive means; they were also meant to restrict conduct that physically stopped the operation of a reproductive health care facility. Nevertheless, the Court’s construction of the terms does not effectuate the Board’s intended meaning, nor does it provide clear guidance for law-enforcement officials.

Your Committee therefore believes that Chapter 425 should be amended in order to clearly express the Board’s intent. This proposed Local Law, if adopted, would do three things to clarify and narrowly tailor the law to the County’s legitimate interests. First, this Local Law amends the definition of “interfere with” to more clearly read: “to stop, to obstruct, or to restrict a person’s freedom of movement.” Second, this Local Law clarifies the language of section 425.31(h) to make plain that to



“knowingly interfere with the operation of a reproductive health care facility” encompasses activities that *physically* interfere with such facility operations—specifically, physical interference with medical procedures or treatments; physical interference with the delivery of goods or services to the facility; and physical interference with persons inside the facility. Third, and finally, this Local Law adds a new section 425.31(i) to Chapter 425. This new prohibition specifically targets circumstances such as those at play during the All Women’s Health incident that led to the County’s enactment of Chapter 425 in 2022—i.e., when individuals made false appointments at the facility in order to assist numerous others in trespassing into the facility, ultimately suspending the facility’s operations for hours.

Your Committee believes that these revisions to Chapter 425, drafted now with the aid of the District Court’s opinion and order, will ensure that each provision of Chapter 425 can be enforced consistent with the Board’s original intent. Adopting this Local Law will allow the County to maintain the protections of Chapter 425 while safeguarding the ability of individuals to engage in protected speech outside of reproductive health care facilities, all while addressing the concerns of the District Court.

Finally, Your Committee is informed that the proposed project does not meet the definition of an action under New York State Environmental Quality Review Act (“SEQRA”) and its implementing regulations 6 NYCRR Part 617. Please refer to the memorandum from the Department of Planning, dated January 14, 2025, which is on file with the Clerk of the Board of Legislators. Your Committee concurs in this conclusion.

Your Committee recommends adoption of this Local Law.

Dated: April 7, 2025  
White Plains, New York

 -WOP

Margaret A. Cyio (WOP)

Colin O'Donnell

Devin Dunn



Benjamin Boykin





Nancy Barr



COMMITTEE ON

Legislation

Human Services

Dated: April 7, 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.***

*Emiliana Mlaj*

**COMMITTEE ON**

Legislation

LOCAL LAW INTRO. NO. - 2025

A LOCAL LAW amending Chapter 425  
of the Laws of Westchester County.

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

**Section 1.** Section 425.21 of the Laws of Westchester is hereby amended to read as follows:

**Sec. 425.21. Definitions.**

Whenever used in this Chapter, the following words and phrases shall have the meanings indicated, unless the context or subject matter otherwise requires:

- a. "Harass" shall mean to engage in a course of conduct or repeatedly commit conduct or acts that alarm or seriously annoy another person and which serve no legitimate purpose. For the purposes of this definition, conduct or acts that serve no legitimate purpose include, but are not limited to, conduct or acts that continue after an express or implied request to cease has been made.
- b. "Interfere with" shall mean to stop, to obstruct, or to restrict a person's freedom of movement; ~~or to stop, obstruct, or prevent, through deceptive means or otherwise.~~
- c. "Intimidate" shall mean to place a person in reasonable apprehension of physical injury to such person or to another person.
- d. "Invitee" shall mean an individual who enters another's premises as a result of an express or implied invitation of the owner or occupant for their mutual gain or benefit.
- e. "Person" shall mean an individual, corporation, not-for-profit organization, partnership, association, group, or any other entity.

- f. “Physically obstruct or block” shall mean to physically hinder, restrain, or impede, or to attempt to physically hinder, restrain or impede, or to otherwise render ingress to or egress from, or render passage to or from the premises of a reproductive health care facility impassable, unreasonably difficult, or hazardous.
- g. “Premises of a reproductive health care facility” shall include the driveway, entrance, entryway, or exit of the reproductive health care facility, the building in which such facility is located, and any parking lot in which the facility has an ownership or leasehold interest.
- h. “Public parking lot serving a reproductive health care facility” shall mean any public parking lot that serves a reproductive health care facility and that has an entrance or exit located within 100 feet of any door to that reproductive health care facility.
- i. “Reproductive health care facility” shall mean any building, structure, or place, or any portion thereof, at which licensed, certified, or otherwise legally authorized persons provide reproductive health care services.
- j. “Reproductive health care services” shall mean medical, surgical, counseling, or referral services relating to the human reproductive system, including services relating to pregnancy or the termination of a pregnancy.

**Section 2.** Section 425.31 of the Laws of Westchester is hereby amended to read as follows:

**Sec. 425.31. Prohibited conduct.**

It shall be unlawful for any person to do the following:

- a. knowingly physically obstruct or block another person from entering into or exiting from the premises of a reproductive health care facility or a public parking lot serving a reproductive health care facility, in order to prevent that person from obtaining or rendering, or assisting in obtaining or rendering, medical treatment or reproductive health care services; or
- b. strike, shove, restrain, grab, kick, or otherwise subject to unwanted physical contact or injury any person seeking to legally enter or exit the premises of a reproductive health care facility; or
- c. knowingly follow and harass another person within twenty-five (25) feet of: (i) the premises of a reproductive health care facility; or (ii) the entrance or exit of a public parking lot serving a reproductive health care facility; or
- d. knowingly engage in a course of conduct or repeatedly commit acts when such behavior places another person in reasonable fear of physical harm, or attempt to do the same, within 25 feet of: (i) the premises of a reproductive health care facility; or (ii) the entrance or exit of a public parking lot serving a reproductive health care facility; or
- e. by force or threat of force, or by physically obstructing or blocking, knowingly injure, intimidate, or interfere with, or attempt to injure, intimidate, or interfere with, another person in order to discourage such other person or any other person or persons from obtaining or providing, or assisting in obtaining or providing, reproductive health care services; or
- f. by force or threat of force, or by physically obstructing or blocking, knowingly injure, intimidate, or interfere with, or attempt to injure, intimidate or interfere with, another person because such person was or is obtaining or providing, or was or is assisting in obtaining or providing, reproductive health care services; or
- g. physically damage a reproductive health care facility so as to interfere with its operation, or attempt to do the same; or

- h. knowingly interfere with the operation of a reproductive health care facility, or attempt to do the same, by ~~activities including, but not limited to,~~ physically interfering with, or attempting to physically interfere with (i) medical procedures or treatments being performed at such reproductive health care facility; (ii) the delivery of goods or services to such reproductive health care facility; or (iii) persons inside the facility.
- i. knowingly use deceptive means to physically gain entry to a reproductive health care facility with the intent to interfere with the operations of the reproductive health care facility.

**Section 3.** This Local Law shall take effect immediately.

# FISCAL IMPACT STATEMENT

SUBJECT: Local Law Amending Chapter 425

☒ NO FISCAL IMPACT PROJECTED

## OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

### SECTION A - FUND

☒ GENERAL FUND

☐ AIRPORT FUND

☐ SPECIAL DISTRICTS FUND

### SECTION B - EXPENSES AND REVENUES

Total Current Year Expense \$ -

Total Current Year Revenue \$ -

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

☐ Additional Appropriations

☐ Other (explain)

Identify Accounts: \_\_\_\_\_

Potential Related Operating Budget Expenses: Annual Amount \$ -

Describe: None

Potential Related Operating Budget Revenues: Annual Amount \$ -

Describe: None

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

Current Year: N/A

Next Four Years: N/A

Prepared by: Jaevon Boxhill

Title: Sr. Budget Analyst

Department: Budget

Date: April 1, 2025

Reviewed By: 

Budget Director

Date: 4/1/25