Board of Legislators

Meeting Agenda

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

Monday, October 17, 2022 | **7:00 PM** | **Legislative Chambers**

Regular Meeting

CALENDAR 19 (CONSENT)

CALL TO ORDER

MINUTES APPROVAL

October 3, 2022 at 7pm

PUBLIC COMMENT

Speakers _____

PUBLIC HEARING

1. 2022-426 **PH-Sewer District Mod-Removal-Mount Pleasant**

A Public Hearing on an ACT to modify the Saw Mill Valley Sanitary Sewer District by the removal of one (1) parcel of property located in the Town of Mt. Pleasant. [Public Hearing set for October 17, 2022 at 7:30 p.m.] ACT INTO: 2022-428.
SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS, PUBLIC WORKS & TRANSPORTATION AND ENVIRONMENT, ENERGY & CLIMATE

*Please see Standing Committee Item Nos. 2022-427 & 428 for back-up.
Speakers_____

2. 2022-474 **PH-Sewer District Mod-Add-Cortlandt**

A Public Hearing on an ACT to modify the Peekskill Sanitary Sewer District by the addition of two (2) parcels of property located in the Town of Cortlandt. [Public Hearing set for October 17, 2022 at 7:30 p.m.]. ACT INTRO: 2022-475.
SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS, PUBLIC WORKS & TRANSPORTATION AND ENVIRONMENT, ENERGY & CLIMATE

*Please see Standing Committee Item No. 2022- 475 for back-up.
Speakers_____

3. 2022-476 **PH-WD104-Shaft 22 & Kensico Dam Performance Maintenance**

A Public Hearing on Capital Project WD104 - Shaft 22 & Kensico Dam Performance

Maintenance for the benefit of County Water District No. 1. [Public Hearing set for October 17, 2022 at 7:30 p.m.].
SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC WORKS & TRANSPORTATION

Speakers_____

UNFINISHED BUSINESS

I. COMMUNICATIONS

A. COUNTY EXECUTIVE

1. 2022-510 **ACT-Resource Allocation Plan 2022-Youth Services**

AN ACT authorizing the County of Westchester to execute and submit to the State of New York a Resource Allocation Plan which will provide State reimbursement for certain youth services programs.
COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND SENIORS & YOUTH

2. 2022-511 **CBA-BCR57-HQ Rooftop Air Handling Unit Replacement**

AN ACT amending the 2022 County Capital Budget Appropriations for Capital Project BCR57 - HQ Rooftop Air Handling Unit Replacement.
COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC WORKS & TRANSPORTATION

3. 2022-512 **BOND ACT-BCR57-HQ Rooftop Air Handling Unit Replacement**

A BOND ACT authorizing the issuance of FIVE MILLION, TWO HUNDRED FIVE THOUSAND ($5,205,000) DOLLARS in bonds of Westchester County to finance Capital Project BCR57 - HQ Rooftop Air Handling Unit Replacement.
COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC WORKS & TRANSPORTATION

4. 2022-513 **BOND ACT(Amended)-BCR57-HQ Rooftop Air Handling Unit Replacement**

A BOND ACT (Amended) which would amend Bond Act 218-2021 by removing the authorization for bonds for design, construction management and construction associated with project BCR57 and reduce the total amount of bonds authorized by FOUR MILLION, FIVE HUNDRED FIVE THOUSAND ($4,505,000) DOLLARS.
COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC WORKS & TRANSPORTATION

SI.5. 2022-514 **ACT-Land Acquisition-36-38 Main Street, Yonkers**

AN ACT authorizing the County of Westchester to purchase approximately +/- 0.24 acres (10,329 sq. feet) of real property located at 32, 36-38 Main Street and 1-3 Riverdale Avenue in the City of Yonkers and to subsequently convey said property, as well as authorizing the County to grant and accept any property rights necessary in furtherance thereof, for the purpose of creating 76 affordable rental units that will affirmatively further fair housing and remain affordable for a period of not less than fifty (50) years.

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

SI. 6. 2022-515 **BOND ACT-BPL30-36-38 Main Street, Yonkers**

A BOND ACT authorizing the issuance of ONE MILLION, NINE HUNDRED THOUSAND ($1,900,000) DOLLARS in bonds of Westchester County to finance Capital Project BPL30 - New Homes Land Acquisition II.

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

SI. 7. 2022-516 **ACT-Enter into Grant Agreements-NYSOFA-HIICAP and MIPPA**

AN ACT authorizing the County of Westchester to enter into grant agreements with the State of New York, acting by and through its Office for the Aging, to accept grant funds under the Health Insurnace Information, Counseling and Assistance Program ("HIICAP") and the Medicare Improvements for Patients and Providers Act ("MIPPA"), noting that both grants are comprised of federal and New York State funds.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND SENIORS & YOUTH

SI. 8. 2022-517 **BOND ACT-RD017-MRF & Transfer Station Rehabilitation**

A BOND ACT authorizing the issuance of ONE MILLION ($1,000,000) DOLLARS in bonds of Westchester County to finance Capital Project RD017 - Material Recovery Facility and Transfer Station Rehabilitation.

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

SI.9. 2022-519 **ACT-Amending Grant Agreements-NYSOFA-CSE & UNMET NEED**

AN ACT authorizing the County of Westchester to retroactively amend 2022-2023 grant agreements with the New York State Office for the Aging under the Community Services for the Elderly Program ("CSE") and the Unmet Need Program ("UNMET NEED") by increasing the CSE funding by FORTY-FOUR THOUSAND, NINE HUNDRED FIFTY ONE ($44,951) DOLLARS and the UNMET NEED funding by EIGHTY-FIVE THOUSAND ($85,000) DOLLARS.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND SENIORS & YOUTH

SI. 10. 2022-520 **ACT-Tourist Promotion Agency-2023**

AN ACT designating the Westchester County Office of Tourism and Film as the Tourist Promotion Agency for Westchester County for the period from January 1, 2023 through December 31, 2023.
COMMITTEE REFERRAL: COMMITTEE ON BUDGET & APPROPRIATIONS

SI. 11. 2022-521 **RES-Tourist Promotion Agency-2023**

A RESOLUTION designating the Westchester County Office of Tourism and Film as the Tourists Promotion Agency for Westchester County for the period January 1, 2023 through December 31, 2023.
COMMITTEE REFERRAL: COMMITTEE ON BUDGET & APPROPRIATIONS

B. COUNTY ATTORNEY

1. 2022-508 **ACT - Action to Eject from Certain County Real Property**

AN ACT authorizing the County Attorney to commence an action, if necessary, on behalf of the County against Bronxville Scout Committee, Inc., (the "BSC") and/or any other necessary and appropriate parties, to eject the BSC and/or any other said parties, from County real property comprised of a cabin, and a designated land area immediately surrounding it.
COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND LAW & MAJOR CONTRACTS

C. LEGISLATORS

SI. 1. 2022-518 **HON. JAMES NOLAN - City of Yonkers Resolution re: Shoplifting**

Forwarding a Yonkers City Council Resolution addressing the scourge of rampant shoplifting occurring in retail businesses throughout the City of Yonkers.
COMMITTEE REFERRAL: COMMITTEES ON LEGISLATION AND PUBLIC SAFETY

SI. 2. 2022-522 **LEGISLATORS PIERCE AND BARR - PH - Single Use Foodware**

A RESOLUTION to set a Public Hearing on "A LOCAL LAW amending the Laws of Westchester County by adding Chapter 541 regarding single-use foodware, beverage stirrers, splash sticks and reusable cups." [Public Hearing set for _____, 2022 at _____ .m.]. Local Law Intro: 2022-523.
COMMITTEE REFERRAL: COMMITTEES ON LEGISLATION AND ENVIRONMENT, ENERGY & CLIMATE

SI. 3. 2022-523 **LEGISLATORS PIERCE AND BARR - LL - Single Use Foodware**

A LOCAL LAW amending the Laws of Westchester County be adding Chapter 541 regarding single-use foodware, beverage stirrers, splash sticks and reusable cups.
COMMITTEE REFERRAL: COMMITTEES ON LEGISLATION AND ENVIRONMENT, ENERGY & CLIMATE

D. OTHERS

SI. 1. 2022-524 **CLERK OF THE BOARD - Election Commissioner Certification**

Forwarding an Election Commissioner Certification for the reappointment of Douglas A. Colety, for the term to begin January 1, 2023 and ending December 31, 2026.
COMMITTEE REFERRAL: COMMITTEE ON APPOINTMENTS

II. NOTICES & PETITIONS

III. STANDING COMMITTEES

1. 2022-225 **ACT-Renaming Portion of Playland Parkway-John Carey Place**

AN ACT authorizing the County of Westchester to change the name of a portion of Playland Parkway to John Carey Place.
SUBMITTED BY: PARKS & RECREATION

ACT _____ - 2022 **VOTE _____**

2. 2022-427 **ENV RES-Sewer District Mod-Removal-Mount Pleasant**

AN ENVIRONMENTAL RESOLUTION determining that there will be no significant adverse impact on the environment from the removal of one (1) parcel of property from the Saw Mill Valley Sanitary Sewer District.
SUBMITTED BY: BUDGET & APPROPRIATIONS, PUBLIC WORKS & TRANSPORTATION AND ENVIRONMENT, ENERGY & CLIMATE

RESOLUTION _____ - 2022 **VOTE _____**

3. 2022-428 **ACT-Sewer District Mod-Removal-Mount Pleasant**

AN ACT to modify the Saw Mill Valley Sanitary Sewer District by the removal of one (1) parcel of property located in the Town of Mt. Pleasant.
SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS, PUBLIC WORKS & TRANSPORTATION AND ENVIRONMENT, ENERGY & CLIMATE

ACT _____ - 2022 **VOTE _____**

4. 2022-443 **APPT-Emergency Medical Services Advisory Board-de Cerreno**

A RESOLUTION appointing Allison C. de Cerreno, Ph.D. as a member of the Westchester County Emergency Medical Services Advisory Board for the term August 11, 2022 to December 31, 2024.
SUBMITTED BY: COMMITTEE ON APPOINTMENTS

RESOLUTION _____ - 2022 **VOTE _____**

5. 2022-444 **APPT-African American Advisory Board-Bell-Smith**

A RESOLUTION appointing Juliene Bell-Smith as a member of the Westchester County African American Advisory Board for the term June 29, 2022 to December 31, 2024.
SUBMITTED BY: COMMITTEE ON APPOINTMENTS

RESOLUTION _____ - 2022 **VOTE _____**

6. 2022-469 **REAPPT-Women's Advisory Board-Troilo**

A RESOLUTION reappointing Judy Troilo as an at-large member of the Westchester County Women's Advisory Board for the term July 25, 2022 to December 31, 2023.
SUBMITTED BY: COMMITTEE ON APPOINTMENTS

RESOLUTION _____ - 2022 **VOTE _____**

7. 2022-470 **REAPPT-Women's Advisory Board-Smith**

A RESOLUTION reappointing Lauren H. Smith as the District 2 representative member of the Westchester County Women's Advisory Board for the term July 18, 2022 to December 31, 2023.
SUBMITTED BY: COMMITTEE ON APPOINTMENTS

RESOLUTION _____ - 2022 **VOTE _____**

8. 2022-471 **REAPPT-Women's Advisory Board-Guzman-Santana**

A RESOLUTION reappointing Anietra Guzman-Santana as the District 15 representative member of the Westchester County Women's Advisory Board for the term July 21, 2022 to December 31, 2023.
SUBMITTED BY: COMMITTEE ON APPOINTMENTS

RESOLUTION _____ - 2022 **VOTE _____**

9. 2022-475 **ACT-Sewer District Mod-Add-Cortlandt**

AN ACT to modify the Peekskill Sanitary Sewer District by the addition of two (2) parcels of property located in the Town of Cortlandt.
SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS, PUBLIC WORKS & TRANSPORTATION AND ENVIRONMENT, ENERGY & CLIMATE

ACT _____ - 2022 **VOTE _____**

10. 2022-481 **ENV RES-RGC12-Dunwoode Golf Course Facility Improvements**

AN ENVIRONMENTAL RESOLUTION determining that there will be no significant adverse impact on the environment from the following Capital Project: RGC12 - Dunwoodie Golf Course Facility Improvements.
SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS, PUBLIC WORKS & TRANSPORTATION AND PARKS & RECREATION

RESOLUTION _____ - 2022 VOTE _____

11. 2022-482 ENV RES-RMUS3 & RMUS7-Muscoot Farm

AN ENVIRONMENTAL RESOLUTION determining that there will be no significant adverse impact on the environment from Capital Projects RMUS3 - Muscoot Farm Infrastructure and RMUS7 - Muscoot Farm Site Work.
SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS, PUBLIC WORKS & TRANSPORTATION AND PARKS & RECREATION

RESOLUTION _____ - 2022 VOTE _____

12. 2022-483 ENV RES-RWPR4-Ward Pound Ridge Reservation Dam Project

AN ENVIRONMENTAL RESOLUTION determining that there will be no significant adverse impact on the environment from Capital Project RWPR4 - Ward Pound Ridge Reservation Dam Project.
SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS, PUBLIC WORKS & TRANSPORTATION AND PARKS & RECREATION

RESOLUTION _____ - 2022 VOTE _____

13. 2022-484 BOND ACT(Amended)-RGC12, RMUS3, RMUS7, RWPR4

A BOND ACT (Amended) authorizing the issuance of additional bonds of Westchester County in the amount of FIFTEEN MILLION, SIX HUNDRED EIGHTY-FIVE THOUSAND ($15,685,000) DOLLARS to finance the following four (4) Capital Projects: RGC12 - Dunwoodie Golf Course Facility Improvements, RMUS3 - Muscoot Farm Infrastructure, RMUS7 - Muscoot Farm Site Work and RWPR4 - Ward Pound Ridge Reservation Dam Project and consolidate all four projects into the Amended Bond Act.
SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS, PUBLIC WORKS & TRANSPORTATION AND PARKS & RECREATION

BOND ACT _____ - 2022 VOTE _____

14. 2022-498 IMA (Amend)-Valhalla Fire District

AN ACT to authorize the County of Westchester to amend an intermunicipal agreement with

the Valhalla Fire District, for the provision of specialized training and fire suppression services for a two (2) year term, commencing on January 1, 2021 and expiring on December 31, 2022, in an aggregate amount not to exceed NINETY THOUSAND ($90,000) DOLLARS, in order to increase the not to exceed aggregate amount by ONE HUNDRED SIXTY THOUSAND, SEVEN HUNDRED SIXTY-SEVEN ($160,767) DOLLARS to compensate the District for the purchase of additional fire suppression equipment.

SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC SAFETY

ACT _____ - 2022 VOTE _____

SI. 15.2022-227 **PH-Terminate Lease-NY Medical College-Munger Pavilion**

A RESOLUTION to set a Public Hearing on "A LOCAL LAW authorizing the County of Westchester to terminate the lease with New York Medical College for the building known as Munger Pavilion and to enter into a lease agreement for approximately 17.46 acres of County-owned property located in the Grasslands Campus in the Valhalla section of the Town of Mt. Pleasant, NY with New York Medical College, its successors or assigns to create a campus and to authorize New York Medical College to demolish the building know as Munger Pavilion and to construct a new building in its place." [Public Hearing set for _____, 2022 at _____ .m.]. LOCAL LAW INTRO: 2022-228.

SUBMITTED BY: COMMITTEE ON BUDGET & APPROPRIATIONS

RESOLUTION _____ - 2022 VOTE _____

SI. 16.2022-231 **PH-Enter Into Lease Agrmnt-NY Medical College**

A RESOLUTION to set a Public Hearing on "A LOCAL LAW amending Section 104.11(5)(f) of the Laws of Westchester County to provide the County of Westchester authority to enter into a lease agreement for approximately 17.46 acres of County owned property located in the Grasslands Campus in the Valhalla section of the Town of Mt. Pleasant, NY with New York Medical College, its successors or assigns, for a term not to exceed ninety-nine (99) years." [Public Hearing set for _____, 2022 at _____ .m.]. LOCAL LAW INTRO: 2022-233.

SUBMITTED BY: COMMITTEE ON BUDGET & APPROPRIATIONS

RESOLUTION _____ - 2022 VOTE _____

SI. 17.2022-234 **PH-Amend Lease Agrmnts-NY Medical College**

A RESOLUTION to set a Public Hearing on "A LOCAL LAW authorizing the County of Westchester to amend lease agreements with New York Medical College for the County-owned buildings known as: 1) Sunshine Cottage, 2) Vosburgh Pavilion, and 3) the Old Commissioner's House, located on the Grasslands Campus in the Valhalla section of the Town of Mt. Pleasant, NY." [Public Hearing set for _____, 2022 at _____ .m.]. LOCAL LAW INTRO: 2022-235.

SUBMITTED BY: COMMITTEE ON BUDGET & APPROPRIATIONS

RESOLUTION _____ - 2022 VOTE _____

SI. 18.2022-410 **APPT-Youth Board-Hall**

A RESOLUTION appointing Lieutenant Norman Hall as a member of the Westchester County Youth Board for the term June 27, 2022 to December 31, 2024.
SUBMITTED BY: COMMITTEE ON APPOINTMENTS

RESOLUTION _____ - 2022 VOTE _____

SI. 19.2022-460 **PH - Prohibiting the Sale or Distribution of Flavored Tobacco Products**

A RESOLUTION to set a Public Hearing on A LOCAL LAW adding a new Chapter 539 of the Laws of Westchester County in relation to prohibiting the sale or distribution of flavored tobacco products. [Public Hearing set for _____, 2022 at _____ .m.]. LOCAL LAW INTRO: 2022-461.
SUBMITTED BY: COMMITTEES ON LEGISLATION AND HEALTH

RESOLUTION _____ - 2022 VOTE _____

SI. 20.2022-489 **ACT-Quitclaim Deed-Mount Hope A.M.E. Zion Church**

AN ACT to release any title or interest the County of Westchester may have and authorize the execution and delivery of a quitclaim deed to Mount Hope A.M.E. Zion Church for approximately 6.30 acres of property in the Town of Harrison.
SUBMITTED BY: COMMITTEE ON LEGISLATION

ACT _____ - 2022 VOTE _____

SI. 21.2022-503 **CBA-T0050-Replace. of Heating Units & Ventilation Fans at CMF**

AN ACT amending the 2022 County Capital Budget Appropriations for Capital Project T0050 Replacement of Heating Units & Ventilation Fans at Central Maintenance Facility (CMF).
SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC WORKS & TRANSPORTATION

ACT _____ - 2022 VOTE _____

SI. 22.2022-504 **BOND ACT(Amended)-T0050-Replace. of Heating Units & Ventilation Fans at CMF**

A BOND ACT (Amended) authorizing the issuance of additional bonds of Westchester County in the amount of THREE MILLION, TWO HUNDRED FIFTY THOUSAND ($3,

250,000) DOLLARS to finance Capital Project T0050 - Replacement of Heating Units and Ventilation Fans at Central Maintenance Facility (CMF).
SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC WORKS & TRANSPORTATION

BOND ACT _____ - 2022 **VOTE _____**

SI. 23.2022-509 **ACT - District Attorney County Pay Plan**

AN ACT amending Act. No. 26-1952 as amended, which amended Act No. 40-1941, entitled "An Act establishing personnel rules in Westchester County Service and adopting Classification of positions and schedules of pay."
SUBMITTED BY: COMMITTEE ON BUDGET & APPROPRIATIONS

ACT _____ - 2022 **VOTE _____**

IV. SPECIAL ORDERS

MOTIONS, RESOLUTIONS & CALL OF THE DISTRICTS

1. 2022-507 **Memorial Resolutions 15-2022**

HON. CATHERINE BORGIA AND ALL LEGISLATORS: Ernest Lamarr Boykin

HON. MARGARET A. CUNZIO: Donald J. Murray, Gertrude K. Gumbs, Erika Bisconte

LEGISLATORS NOLAN AND TUBIOLO: Scott McGowan

HON. ERIKA PIERCE: Elizabeth "Betsy" Smith

HON. MARYJANE SHIMSKY: Edwin Cooper, Silvia E. Greenberg, Pauline Ciborowski, Eugene Serge Troubetzkoy, Ansel Lurio

HON. DAVID J. TUBIOLO: Fernanda Carozza, Frederick J. Martin, Jr., Georgina Delgado

ADJOURNMENT

Next meeting: November 14, 2022 at 7pm.

/

#2022-426

RESOLUTION NO.167 2022

RESOLVED, that this Board hold a public hearing on the proposed modification to the Saw Mill Valley Sanitary Sewer District by the removal of one (1) parcel of property located in the Town of Mt. Pleasant, more particularly described by street address and tax map designation as 625 Chappaqua Road, Section 91.17, Block 1, Lot 6, pursuant to Section 237.131 of the Laws of Westchester County. The Public Hearing will be held at 7:30 P.m. on the 17th day of October, 2022 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.

#2022-474

RESOLUTION NO. 168 2022

RESOLVED, that this Board hold a public hearing on the proposed modification to the Peekskill Sanitary Sewer District by the addition of two (2) parcels of property located in the Town of Cortlandt more particularly described as 1201 Oregon Road, Section 13.9, Block 3, Lot 5; and East Hill Road, Section 13.10, Block 1, Lot 62, pursuant to Section 237.131 of the Laws of Westchester County. The public hearing will be held at 7:30 p m. on the 17th day of October, 2022 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.

Reference WD104

HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER

Your Committee is in receipt of a communication from the County Executive recommending the approval of a Resolution which, if approved by your Honorable Board, would authorize the County of Westchester ("County") to proceed with a public hearing for Capital Project WD104 – Shaft 22 & Kensico Dam Performance Maintenance ("WD104" or "Project"), for the benefit of County Water District No. 1 ("District").

Your Honorable Board will recall that, on September 20, 2021, by Act Nos. 147-2021, 148-2021, 149-2021, and Resolution No. 140-2021, your Honorable Board authorized WD104, subject to the approval of the New York State Comptroller, pursuant to Article 5-A of the New York County Law.

Your Committee has been informed by the Department of Environmental Facilities that a new public hearing is required for WD104. A calculation contained in the original Public Hearing Notice was incorrect. The "weighted average cost" to the typical District property was calculated at $3.41 and should have been $3.81.

In this regard, a proposed Resolution authorizing a legal notice for the necessary public hearing is attached hereto ("Public Hearing Resolution") which sets a date for a public hearing and annexes a copy of the notice to be published ("Notice"), as well as directing the Clerk of your Honorable Board to publish said Notice.

The Department of Planning ("Planning") has advised that the proposed action does not meet the definition of an action under the New York State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617. No environmental review is required. Please refer to the memorandum issued by Planning dated January 14, 2022, which is on file with the Clerk of your Honorable Board. Your Committee concurs with this conclusion.

Please note that an affirmative vote of the members of your Honorable Board is required in order to adopt the Public Hearing Resolution.

Your Committee has carefully considered this matter, and based on its importance, it is recommended that your Honorable Board adopt the Public Hearing Resolution.

Dated: September 19, 2022
White Plains, New York

Catherine Parker

Catherine Parker

Budget & Appropriations

Public Works & Transportation

COMMITTEE ON:
c/lac/8/31/22

Dated: September 19, 2022
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:

Damon R. Maher

COMMITTEES ON

Public Works & Transportation

Budget & Appropriations

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: WD104 [X] **NO FISCAL IMPACT PROJECTED**

SECTION A - CAPITAL BUDGET IMPACT
To Be Completed by Budget

[ ] GENERAL FUND [ ] AIRPORT FUND [X] SPECIAL DISTRICTS FUND

Source of County Funds (check one): [ ] Current Appropriations

[ ] Capital Budget Amendment

Public Hearing

SECTION B - BONDING AUTHORIZATIONS
To Be Completed by Finance

Total Principal **PPU** **Anticipated Interest Rate**

Anticipated Annual Cost (Principal and Interest):

Total Debt Service (Annual Cost x Term): $ -

Finance Department:

SECTION C - IMPACT ON OPERATING BUDGET (exclusive of debt service)
To Be Completed by Submitting Department and Reviewed by Budget

Potential Related Expenses (Annual): $ -

Potential Related Revenues (Annual): $ -

Anticipated savings to County and/or impact of department operations
(describe in detail for current and next four years):

SECTION D - EMPLOYMENT
As per federal guidelines, each $92,000 of appropriation funds one FTE Job

Number of Full Time Equivalent (FTE) Jobs Funded:

SECTION E - EXPECTED DESIGN WORK PROVIDER

[ ] County Staff [ ] Consultant [ ] Not Applicable

Prepared by: Lorraine Marzola

Title: Assoc Budget Director 9/7/22

Department: Budget

Date: 9/7/22

Reviewed By:

Budget Director

Date: 9/7/22

RESOLUTION NO. ____ – 2022

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

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

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

WHEREAS, the Department of Environmental Facilities ("Department") recommended capital project: WD104 – County Water District No. 1 – Shaft 22 & Kensico Dam Performance Maintenance ("WD104" or "Capital Project"), which represents an increase and improvement of District facilities that is necessary to keep the District in compliance with state, federal and local law, and to ensure continued effective operation of District facilities; and

WHEREAS, on September 20, 2021, by Act Nos. 147-2021, 148-2021, 149-2021, and Resolution No. 150, this Board authorized WD104, subject to the approval of the New York State Comptroller; and

WHEREAS, the Department has advised that the Public Hearing Notice that was published in accordance with Article 5-A of the New York County Law, calculated the "average weighted cost" to the typical property of the District at $3.41 and should have been $3.81, therefore requiring a new public hearing; and

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

NOW, THEREFORE, BE IT

RESOLVED, that a public hearing shall be held upon the proposed increase and improvement of facilities for the District; said hearing to be held in the Board of Legislators Chambers, Room 800, Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601 on the _____day of _____, 2022 at _____ _.m: and be it further

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

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

RESOLVED, that this Resolution shall take effect immediately

NOTICE OF PUBLIC HEARING

Property owners in Westchester County Water District No. 1, comprised of the territorial limits of the Cities of White Plains, Mount Vernon and Yonkers and the Village of Scarsdale ("District") are hereby notified that legislation was passed by the Westchester County Board of Legislators ("Board"), subject to the approval of the New York State Office of the Comptroller, to carry out the following proposed capital project WD104 – County Water District No. 1 – Shaft 22 & Kensico Dam Performance Maintenance ("WD104") ("Capital Project"), which is a proposed increase, addition and improvement of District facilities that is necessary to keep the District in compliance with state, federal and local law, and to ensure continued effective operation of District facilities, as more fully set forth herein and in the District Report dated July 1, 2021, as may be amended from time to time ("District Report"). The District Report is available for review from the Office of the Commissioner of the Westchester County Department of Environmental Facilities. The District includes four zones of assessment and apportioned as follows: City of Mount Vernon: 28%, City of Yonkers: 24%, City of White Plains: 30% and Village of Scarsdale: 18%.

The legislation was passed by the Board on September 20, 2021 by Act Nos. 147-2021, 148-2021, Bond Act 149-2021 for the issuance of up to $2,000,000 in additional bonds of the County, and Resolution No. 150-2021, subject to the approval of the New York State Office of the Comptroller, after a public hearing duly held on September 20, 2021, pursuant to Article 5-A of the New York County Law. A Notice of Public Hearing was published prior to the public hearing on September 10, 2021. Subsequently, it was determined that in the Notice of Public Hearing, the average weighted cost to the typical District property in the first year, resulting from the proposed increase, addition and improvement of existing District facilities, was incorrectly stated as approximately $3.41, when it should have been $3.81, as stated below. Therefore, the Board is issuing this new Notice of Public Hearing to give notice to property owners in the District that there will be a second public hearing as detailed below. The aforesaid Acts and Resolution are available for review from the Office of the Commissioner of the Westchester County Department of Environmental Facilities and on the website for the Board at https://westchesterlegislators.com.

The issuance of bonds, if approved by the New York State Office of the Comptroller, would finance the cost of design and construction management for the rehabilitation of Shaft 22 in the City of Yonkers and additional rehabilitation work at the Kensico Dam Chlorination Facility in Valhalla. The Shaft 22 work will include replacement or rehabilitation of the following items: roofs, including removable panels, equipment such as chemical bulk storage tanks, pumps, HVAC, pumping, chemical fill ports, gas and chemical monitoring and control equipment, electrical, lighting, concrete, asphalt, brick, doors, and windows. Work will also include the installation of the following new equipment: leak detection systems, chemical sampling lines, ventilation systems, stairs, and storage area. The work at the Kensico Dam Chlorination Facility will include installation of new sampling piping in the grass and reflecting pool area in front of the dam, including excavation and backfill, replacement of pipe supports inside of the facility, repair of roof leaks inside the facility, replacement of the HVAC system, provide emergency lighting, provide leak monitoring between the bottom of the chemical storage tanks and the secondary containment floor, and repair of the chemical transfer area just outside the face of the dam, including installation of concrete and chemical resistant sealant, and incidental expenses in connection therewith, which is a specific object or purpose in and for the benefit of the District.

The County is currently seeking authorization from the New York State Office of the Comptroller authorizing the County to issue additional bonds of the County in an amount up to $2,000,000, noting the estimated maximum cost of the Capital Project is $6,000,000, including $500,000 in previously authorized bonds of the County. The issuance of up to $6,000,000 in bonds of the County

for the Project equates to an estimated highest single year debt service payment of $271,180. The average weighted cost to the typical District property, resulting from the proposed increase, addition and improvement of existing District facilities in the first year, is approximately $3.81. The increase in cost, based on the typical assessed value of the typical property in each zone of assessment is as follows: City of Mount Vernon: $4.53, City of Yonkers: $1.25, City of White Plains: $3.31, and Village of Scarsdale: $6.94.

Notice is hereby given that a public hearing will be held by the Board of Legislators of Westchester County on the ___ day of _____, 2022 at _____.m. in the chambers of the Westchester County Board of Legislators, 8th floor, 148 Martine Avenue, White Plains, New York for the purpose of hearing persons or parties interested in the aforementioned increase and improvement of facilities for the District.

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

Dated: , 2022
White Plains, New York

#2022-476

RESOLUTION NO. 169 – 2022

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

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

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

WHEREAS, the Department of Environmental Facilities ("Department") recommended capital project: WD104 – County Water District No. 1 – Shaft 22 & Kensico Dam Performance Maintenance ("WD104" or "Capital Project"), which represents an increase and improvement of District facilities that is necessary to keep the District in compliance with state, federal and local law, and to ensure continued effective operation of District facilities; and

WHEREAS, on September 20, 2021, by Act Nos. 147-2021, 148-2021, 149-2021, and Resolution No. 150, this Board authorized WD104, subject to the approval of the New York State Comptroller; and

WHEREAS, the Department has advised that the Public Hearing Notice that was published in accordance with Article 5-A of the New York County Law, calculated the "average weighted cost" to the typical property of the District at $3.41 and should have been $3.81, therefore requiring a new public hearing; and

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

NOW, THEREFORE, BE IT

RESOLVED, that a public hearing shall be held upon the proposed increase and improvement of facilities for the District; said hearing to be held in the Board of Legislators Chambers, Room 800, Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601 on the 17th day of October, 2022 at 7:30 p.m: and be it further

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

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

RESOLVED, that this Resolution shall take effect immediately

NOTICE OF PUBLIC HEARING

Property owners in Westchester County Water District No. 1, comprised of the territorial limits of the Cities of White Plains, Mount Vernon and Yonkers and the Village of Scarsdale ("District") are hereby notified that legislation was passed by the Westchester County Board of Legislators ("Board"), subject to the approval of the New York State Office of the Comptroller, to carry out the following proposed capital project WD104 – County Water District No. 1 – Shaft 22 & Kensico Dam Performance Maintenance ("WD104") ("Capital Project"), which is a proposed increase, addition and improvement of District facilities that is necessary to keep the District in compliance with state, federal and local law, and to ensure continued effective operation of District facilities, as more fully set forth herein and in the District Report dated July 1, 2021, as may be amended from time to time ("District Report"). The District Report is available for review from the Office of the Commissioner of the Westchester County Department of Environmental Facilities. The District includes four zones of assessment and apportioned as follows: City of Mount Vernon: 28%, City of Yonkers: 24%, City of White Plains: 30% and Village of Scarsdale: 18%.

The legislation was passed by the Board on September 20, 2021 by Act Nos. 147-2021, 148-2021, Bond Act 149-2021 for the issuance of up to $2,000,000 in additional bonds of the County, and Resolution No. 150-2021, subject to the approval of the New York State Office of the Comptroller, after a public hearing duly held on September 20, 2021, pursuant to Article 5-A of the New York County Law. A Notice of Public Hearing was published prior to the public hearing on September 10, 2021. Subsequently, it was determined that in the Notice of Public Hearing, the average weighted cost to the typical District property in the first year, resulting from the proposed increase, addition and improvement of existing District facilities, was incorrectly stated as approximately $3.41, when it should have been $3.81, as stated below. Therefore, the Board is issuing this new Notice of Public Hearing to give notice to property owners in the District that there will be a second public hearing as detailed below. The aforesaid Acts and Resolution are available for review from the Office of the Commissioner of the Westchester County Department of Environmental Facilities and on the website for the Board at https://westchesterlegislators.com.

The issuance of bonds, if approved by the New York State Office of the Comptroller, would finance the cost of design and construction management for the rehabilitation of Shaft 22 in the City of Yonkers and additional rehabilitation work at the Kensico Dam Chlorination Facility in Valhalla. The Shaft 22 work will include replacement or rehabilitation of the following items: roofs, including removable panels, equipment such as chemical bulk storage tanks, pumps, HVAC, pumping, chemical fill ports, gas and chemical monitoring and control equipment, electrical, lighting, concrete, asphalt, brick, doors, and windows. Work will also include the installation of the following new equipment: leak detection systems, chemical sampling lines, ventilation systems, stairs, and storage area. The work at the Kensico Dam Chlorination Facility will include installation of new sampling piping in the grass and reflecting pool area in front of the dam, including excavation and backfill, replacement of pipe supports inside of the facility, repair of roof leaks inside the facility, replacement of the HVAC system, provide emergency lighting, provide leak monitoring between the bottom of the chemical storage tanks and the secondary containment floor, and repair of the chemical transfer area just outside the face of the dam, including installation of concrete and chemical resistant sealant, and incidental expenses in connection therewith, which is a specific object or purpose in and for the benefit of the District.

The County is currently seeking authorization from the New York State Office of the Comptroller authorizing the County to issue additional bonds of the County in an amount up to $2,000,000, noting the estimated maximum cost of the Capital Project is $6,000,000, including $500,000 in previously authorized bonds of the County. The issuance of up to $6,000,000 in bonds of the County

for the Project equates to an estimated highest single year debt service payment of $271,180. The average weighted cost to the typical District property, resulting from the proposed increase, addition and improvement of existing District facilities in the first year, is approximately $3.81. The increase in cost, based on the typical assessed value of the typical property in each zone of assessment is as follows: City of Mount Vernon: $4.53, City of Yonkers: $1.25, City of White Plains: $3.31, and Village of Scarsdale: $6.94.

Notice is hereby given that a public hearing will be held by the Board of Legislators of Westchester County on the 17 day of October, 2022 at 7:30 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 aforementioned increase and improvement of facilities for the District.

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

Dated: 10/4/, 2022
White Plains, New York

Westchester gov.com

Office of the County Executive
George Latimer

October 4, 2022

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

Dear Honorable Members of the Board of Legislators:

Transmitted herewith is an Act which, if approved by your Honorable Board, would authorize the County of Westchester, acting by and through its Youth Bureau (the "County"), to execute and submit to the State of New York (the "State") a resource allocation plan (the "Plan") which will qualify the County for certain State reimbursement through its Office of Children and Family Services ("OCFS"). The Plan will authorize the County to allocate funds to administer certain youth services programs to be provided by certain municipalities and not-for-profit corporations and to related administrative activities, for a program year retroactively commencing on January 1, 2022 and terminating on December 31, 2022.

The total aggregate reimbursement amount the County will receive under the Plan will be Nine Hundred Seventy Thousand, Nine Hundred Seventy-Four and 00/100 ($970,974.00) Dollars ("Funds"). Pursuant to the Plan, the County will administer the Funds on behalf of OCFS under the following funding streams: (i) Youth Development Programming; (ii) Runaway and Homeless Youth Act, and (iii) the newly created program entitled "Youth Sports and Education Opportunity Funding." It should be noted that OCFS requires approval by your Honorable Board in order for the County to accept the Funds under the Plan.

As a way of background, on May 23, 2022, your Honorable Board approved Act No. 63-2022, which authorized the County to enter into inter-municipal agreements with certain municipalities listed therein to provide certain Positive Youth Development Programs, for the period from January 1, 2022 through December 31, 2022, in a total aggregate amount not to exceed Two Hundred Ninety-Seven Thousand Four Hundred Eighty-Nine and 00/100 ($297,489.00) Dollars.

Pursuant to the Plan, OCFS reserves the right to modify the services or budgets at its discretion or when such modification may be required by the State Comptroller. In addition, pursuant to the Plan, OCFS may withhold approval for reimbursement for certain youth programs in the event of (i) noncompliance with the Plan or OCFS's rules and regulations or (ii) if the County does not have a separate County Child and Family Services Plan approved by OCFS. Please note that the County has a County Child and Family Services Plan which was already approved by OCFS on June 1, 2022.

The Planning Department has advised that the proposed Plan does not meet the definition of an "action" under the State Environmental Quality Review Act, 6 NYCRR part 617. As such, no environmental review is required. Please refer to the memorandum from the Department of Planning dated January 14, 2022, which is on file with the Clerk of the Board of Legislators. As you know, your Honorable Board may use such expert advice to reach its own conclusion.

As the County's participation in this Plan will permit reimbursement by the State for the administration of important youth services programs, I strongly recommend that your Honorable Board adopt the annexed Act.

Sincerely,

George Latimer
County Executive
DHM/mkc/

HONORABLE BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER

Your Committee is in receipt of a communication from the County Executive recommending approval of an Act, which if approved by your Honorable Board, would authorize the County of Westchester (the "County") to execute and submit to the State of New York (the "State") a resource allocation plan (the "Plan") which will qualify the County for certain State reimbursement through its Office of Children and Family Services ("OCFS"). The Plan will authorize the County to allocate funds to administer certain youth services programs to be provided by certain municipalities and not-for-profit corporations and to related administrative activities, for a program year retroactively commencing on January 1, 2022 and terminating on December 31, 2022.

Your Committee is advised that the total aggregate reimbursement amount the County will receive under the Plan will be Nine Hundred Seventy Thousand, Nine Hundred Seventy-Four and 00/100 ($970,974.00) Dollars ("Funds"). Pursuant to the Plan, the County will administer the Funds on behalf of OCFS under the following funding streams: (i) Youth Development Programming; (ii) Runaway and Homeless Youth Act, and (iii) the newly created program entitled "Youth Sports and Education Opportunity Funding." It should be noted that OCFS requires approval by your Honorable Board in order for the County to accept the Funds under the Plan.

As a way of background, on May 23, 2022, your Honorable Board approved Act No. 63-2022, which authorized the County to enter into inter-municipal agreements with certain municipalities listed therein to provide certain Positive Youth Development Programs, for the period from January 1, 2022 through December 31, 2022, in a total aggregate amount not to exceed Two Hundred Ninety-Seven Thousand Four Hundred Eighty-Nine and 00/100 ($297,489.00) Dollars.

Your Committee is further advised that pursuant to the Plan, OCFS reserves the right to modify the services or budgets at its discretion or when such modification may be required by the State Comptroller. In addition, pursuant to the Plan, OCFS may withhold approval for reimbursement for certain youth programs in the event of (i) noncompliance with the Plan or OCFS's rules and regulations or (ii) if the County does not have a separate County Child and Family Services Plan

approved by OCFS. Please note that the County has a County Child and Family Services Plan which was already approved by OCFS on June 1, 2022.

The Planning Department has advised that the proposed Plan does not meet the definition of an "action" under the State Environmental Quality Review Act, 6 NYCRR part 617. As such, no environmental review is required. Please refer to the memorandum from the Department of Planning dated January 14, 2022, which is on file with the Clerk of the Board of Legislators. Your Committee concurs with this conclusion.

Your Committee is advised that an affirmative vote of a majority of the voting strength of this Honorable Board is required for approval of the attached Act to authorize the County to execute the Plan and submit it to the State.

Your Committee believes that the County's participation in the Plan will benefit youth by providing State reimbursement for certain youth programs. Therefore, your Committee recommends adoption of the proposed Act.

Dated: , 20__.
White Plains, New York

COMMITTEE ON

FISCAL IMPACT STATEMENT

SUBJECT: Act for Resource Allocation Plan/State Reimburse't ☐ **NO FISCAL IMPACT PROJECTED**

OPERATING BUDGET IMPACT

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

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

B) EXPENSES AND REVENUES

Total Current Year Cost $ 1,005,185

Total Current Year Revenue $ 970,974

Source of Funds (check one): ☒ Current Appropriations

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

Identify Accounts: Operating Acct: 101-11-0400-OBJ 1010, 101-11-0400-OBJ 4380, & 4436 Rev Source 9734

Potential Related Operating Budget Expenses: Annual Amount $ 193,541

Describe: Youth Bureau Staff Salary Exp for YDP and required match for RHY Programs: $115,550 under 101-11-0400-1010; RHY Prog Exp as reqd local match $27,991 under 101-11-0400-4436 and West Cty Park & Rec Staff salary exp $50,000.

Potential Related Revenues: Annual Amount $ 970,974

Describe: Reimbursements by State to YB Non Profit Orgs& Rec Dept $736,456 (263-11-530X-9584) RHY $83,974 (263-11-108X-9584); Reimbursement of YB Staff Salary by State $109,330; YB NFP Youth Sports $41,214 (101-11-0400-9734)

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

Current Year: $34,211 Youth Bureau

Next Four years: Same as above

Prepared by: Bernie Dean BD

Title: Financial Administrator

Department: CEO/Youth Bureau

Reviewed By:

Budget Director

10/6/22

If you need more space, please attach additional sheets.

ACT NO. 2022 - ____

AN ACT authorizing the County of Westchester to execute and submit to the State of New York a Resource Allocation Plan which will provide State reimbursement for certain youth services programs.

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

Section 1. The County of Westchester (the "County") is hereby authorized to execute and submit to the State of New York a Resource Allocation Plan (the "Plan") which will qualify the County to receive certain State reimbursements through its Office of Children and Family Services ("OCFS"), for certain youth services programs and related administrative activities, in the total aggregate amount of Nine Hundred Seventy Thousand, Nine Hundred Seventy Four and 00/100 ($970,974.00) Dollars, for the program year retroactively commencing on January 1, 2022 and terminating on December 31, 2022.

§2. The County Executive or his authorized designee is hereby authorized and empowered to execute all instruments and to take all actions reasonably necessary to effectuate the purposes of this Act.

§3. This Act shall take effect immediately.

Westchester gov.com

George Latimer
County Executive

September 30, 2022

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

Dear Members of the Board of Legislators:

Transmitted herewith for your review and approval in connection with Capital Project BCR57 - HQ Rooftop Air Handling Unit Replacement ("BCR57") are the following:

(1) an Act to amend the current-year capital budget ("Capital Budget Amendment") of the County of Westchester ("County");

(2) a related bond act ("Bond Act,") which, if adopted, would authorize the County to issue up to $5,205,000 in bonds of the County to finance BCR57; and

(3) a related amending bond act ("Amending Bond Act"), which would amend Bond Act No. 218-2021 by removing the authorization for bonds for design, construction management and construction associated with project BCR57 and reduce the total amount of bonds authorized by $4,505,000.

By Act No. 218-2021, your Honorable Board authorized the County to issue bonds in the total aggregate amount of $17,880,000 to finance the cost of design, construction management and construction for six (6) separate capital projects, including BCR57, in the individual amounts set forth in Bond Act No. 218-2021 for each project. The amount allocated for BCR57 was $4,505,000. The Department of Public Works and Transportation (the "Department") has advised that it would now like to increase the amount allocated under Bond Act No. 218-2021 for project BCR57, by an additional $700,000. To accomplish this, your Honorable Board will need to: (1) amend the County's current year capital budget to increase the County share by an additional $700,000; (2) authorize an amendment to Bond Act No. 218-2021 to unbundle project BCR57 from the six (6) separate capital projects incorporated therein and reduce the total amount authorized by $4,505,000; and (3) enter into a separate new bond act for project BCR57 in the amount of $5,205,000 for design, construction management and construction services.

The proposed Capital Budget Amendment will amend the County's current-year capital budget to increase the County share for BCR57 by $700,000 based upon the current estimate provided by the New York Power Authority.

Office of the County Executive

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

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

westchestergov.com

The Bond Act, in the total amount of $5,205,000, would add $700,000 in additional funding to project BCR57 for the replacement of the existing rooftop air handling units, ductwork modifications and all associated mechanical, electrical and structural work.

The Amended Bond Act would amend Bond Act No. 218-2021 by removing the authorization for bonds for project BCR57 and reduce the estimated maximum cost and the amount of bonds authorized by $4,505,000, from $17,880,000 to $13,375,000.

Design is currently being undertaken by consultants and is expected to be completed by the 4th quarter of 2022. It is anticipated that construction will take twelve (12) months to complete and will begin after award and execution of construction contracts.

The Planning Department has advised that based on its review, the above-referenced capital project has been 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 further environmental review is required. As you know, your Honorable Board may use such expert advice to reach its own conclusion.

In addition, Section 167.131 of the County Charter mandates that a capital budget amendment that introduces a new capital project or changes the location, size or character of an existing capital project be accompanied to the Board of Legislators by a report of the Westchester County Planning Board (the "Planning Board") with respect to the physical planning aspects of the project. The Planning Department has advised that the Planning Board has previously reviewed this project and issued a report, and that since there is no change in the scope of the work and this is simply a change in the financing plan, no further action by the Planning Board is necessary at this time.

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

Sincerely,

George Latimer
County Executive

Attachments

Reference BCR57

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 the following Acts associated with Capital Project BCR57 – HQ Rooftop Air Handling Unit Replacement ("BCR57"):

(1) an Act to amend the current-year capital budget ("Capital Budget Amendment") of the County of Westchester ("County");

(2) a related bond act ("Bond Act,") which, if adopted, would authorize the County to issue up to $5,205,000 in bonds of the County to finance BCR57; and

(3) a related amending bond act ("Amending Bond Act"), which would amend Bond Act No. 218-2021 by removing the authorization for bonds for design, construction management and construction associated with project BCR57 and reduce the total amount of bonds authorized by $4,505,000.

By Act No. 218-2021, your Honorable Board authorized the County to issue bonds in the total aggregate amount of $17,880,000 to finance the cost of design, construction management and construction for six (6) separate capital projects, including BCR57, in the individual amounts set forth in Bond Act No. 218-2021 for each project. The amount allocated for BCR57 was $4,505,000. The Department of Public Works and Transportation (the "Department") has advised that it would now like to increase the amount allocated under Bond Act No. 218-2021 for project BCR57, by an additional $700,000. To accomplish this, your Honorable Board will need to: (1) amend the County's current year capital budget to increase the County share by an additional $700,000; (2) authorize an amendment to Bond Act No. 218-2021 to unbundle project BCR57 from the six (6) separate capital projects incorporated therein and reduce the total amount authorized by $4,505,000; and (3) enter into a separate new bond act for project BCR57 in the total amount of $5,205,000 for design, construction management and construction services.

The proposed Capital Budget Amendment will amend the County's current-year capital budget to increase the County share for BCR57 by $700,000 based upon the current estimate provided by the New York Power Authority.

The Bond Act, in the total amount of $5,205,000, would add $700,000 in additional funding to project BCR57 for the replacement of the existing rooftop air handling units, ductwork modifications and all associated mechanical, electrical and structural work.

The Amended Bond Act would amend Bond Act No. 218-2021 by removing the authorization for bonds for project BCR57 and by reducing the estimated maximum cost and the amount of bonds authorized under Bond Act No. 218-2021 by $4,505,000, from $17,880,000 to $13,375,000.

Your Committee is advised that design is currently being undertaken by consultants and is expected to be completed by the 4th quarter of 2022. It is anticipated that construction will take twelve (12) months to complete and will begin after award and execution of construction contracts.

The Planning Department has advised your Committee that based on its review, the above-referenced capital project has been 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 further environmental review is required. Your Committee has reviewed the annexed SEQR documentation and concurs with this conclusion.

In addition, Section 167.131 of the County Charter mandates that a capital budget amendment that introduces a new capital project or changes the location, size or character of an existing capital project be accompanied to the Board of Legislators by a report of the Westchester County Planning Board (the "Planning Board") with respect to the physical planning aspects of the project. The Planning Department has advised that the Planning Board has previously reviewed this project and issued a report, and that since there is no change in the scope of the work and this is simply a change in the financing plan, no further action by the Planning Board is necessary at this time.

Your Committee is advised that an affirmative vote of two-thirds of the members of this Honorable Board is required in order to amend the County's Capital Budget, as well as to adopt the related Bond Act and Amended Bond Act.

Your Committee has carefully considered the proposed Capital Budget Amendment, as well as the related Bond Act and Amending Bond Act, and recommends approval of the proposed Acts, noting that the Bond Act may only be enacted following adoption of the Capital Budget Amendment.

Dated: , 20____
White Plains, New York

COMMITTEE ON

s: jpg/9-27-22

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: BCR57 ☐ **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 $ 5,205,000 **PPU** 10 **Anticipated Interest Rate** 3.38%

Anticipated Annual Cost (Principal and Interest): $ 617,471

Total Debt Service (Annual Cost x Term): $ 6,174,710

Finance Department: Interest rates from October 3, 2022 Bond Buyer - ASBA

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):

Replacement of air handlers will increase efficiency and reduce utility costs.

SECTION D - EMPLOYMENT
As per federal guidelines, each $92,000 of appropriation funds one FTE Job

Number of Full Time Equivalent (FTE) Jobs Funded: 57

SECTION E - EXPECTED DESIGN WORK PROVIDER

☐ County Staff ☒ Consultant ☐ Not Applicable

Prepared by: William Fallon
Title: Director of Admin. Services
Department: Correction
Date: 10/4/22

10/5/22

Reviewed By:
Budget Director
Date: 10/6/22

Westchestergov.com

Memorandum
Department of Planning

TO: Michelle Greenbaum, Senior Assistant County Attorney
Jeffrey Goldman, Senior Assistant County Attorney

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

DATE: September 29, 2022

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT: BCR57 HQ ROOFTOP AIR HANDLING UNIT REPLACEMENT**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on 09-27-2022 (Unique ID: 2098)

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

- **617.5(c)(2):** replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building, energy, or fire codes unless such action meets or exceeds any of the thresholds in section 617.4 of this Part.

COMMENTS: The proposed action includes an amendment of a prior bond act to reduce the authorized amount so that the funds may be reallocated to this individual capital project bond request.

DSK/dvw
cc: Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Lawrence Soule, Budget Director
Tami Altschiller, Assistant Chief Deputy County Attorney
Lorraine Marzola, Associate Budget Director
Robert Abbamont, Director of Operations, Dept. of Public Works & Transportation
Kelly Sheehan, Assistant Commissioner
William Brady, Chief Planner
Michael Lipkin, Associate Planner
Claudia Maxwell, Associate Environmental Planner

Westchestergov.com

Memorandum
Department of Planning

To: Honorable George Latimer, County Executive
Lawrence Soule, Budget Director

From: Norma Drummond, Commissioner

Re: **Capital Budget Amendment:**
BCR57 - HQ Rooftop Air Handling Unit Replacement

Date: September 29, 2022

Attached is a memo from the Planning Department to the County Planning Board advising the Board of the proposed Capital Budget Amendments (CBA) to modify funding of the above project.

These are financing changes only and there are no changes to the physical planning aspects of this project as reviewed by the Board; therefore, as stated in the memo, no further action by the Planning Board is required.

NVD/ml
Attachment

cc: Ken Jenkins, Deputy County Executive
Joan McDonald, Director of Operations
Emily Saltzman, Deputy Director of Operations
Paula Friedman, County Executive's Office
Blanca Lopez, Deputy Commissioner of Planning
Tami Altschiller, Assistant Chief Deputy County Attorney
Jeffrey Goldman, Assistant County Attorney
Michelle Greenbaum, Assistant County Attorney
Lorraine Marzola, Associate Budget Director
Kelly Sheehan, Assistant Commissioner
David S. Kvinge, Assistant Commissioner
William Brady, Chief Planner
Michael Lipkin, Associate Planner
Claudia Maxwell, Associate Environmental Planner
William Fallon, Correction

Westchester gov.com

Memorandum

Department of Planning

432 Michaelian Office Building
White Plains, NY 10601

To: The Westchester County Planning Board

From: Kelly Sheehan, Assistant Commissioner KS

Date: September 29, 2022

RE: **Capital Budget Amendment –**
BCR57 HQ Rooftop Air Handling Unit Replacement

The County Executive is requesting an amendment to the 2022 Capital Budget to modify the funding of the above project. Capital Project BCR57 HQ Rooftop Air Handling Unit Replacement, will fund the design, construction management, and construction to address air conditioning, ventilation, and humidity control at the Correction Headquarters Facility at the Grasslands Campus.

A Capital Budget Amendment in the amount of $700,000 is being requested to provide additional construction funding. The project includes the replacement of the existing rooftop air handling units, ductwork modifications, and all associated mechanical, electrical, and structural work.

The Planning Board adopted a report on this project (rated PL1) at its meeting on June 6, 2017.

There are no changes to the physical planning aspects of this project as reviewed by the Board; therefore, no further action by your Board is necessary.

cc: Norma V. Drummond, Commissioner
David S. Kvinge, Assistant Commissioner
William Brady, Chief Planner
Michael Lipkin, Associate Planner

ACT No. _____ 2022

An Act amending the 2022 County Capital Budget Appropriations for Capital Project BCR57 - HQ Rooftop Air Handling Unit Replacement

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

Section 1. The Capital section of the 2022 County Budget is hereby amended as follows:

	Previous 2022 Appropriation	Change	Revised 2022 Appropriation
I. Appropriation	$4,505,000	$700,000	$5,205,000

Section 2. The estimated method of financing in the Capital Section of the 2022 Westchester County Capital Budget is amended as follows:

II. METHOD OF FINANCING			
Bonds and/or Notes	$4,505,000	$700,000	$5,205,000
Non County Shares	$0		$0
Cash	$0		$0
Total	$4,505,000	$700,000	$5,205,000

Section 3. The ACT shall take effect immediately.

REFERENCE BCR57

ACT NO. -20___

BOND ACT AUTHORIZING THE ISSUANCE OF $5,205,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE REPLACEMENT OF AIR HANDLING UNITS AT THE DEPARTMENT OF CORRECTIONS; STATING THE ESTIMATED TOTAL COST THEREOF IS $5,205,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $5,205,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted , 20___)

WHEREAS, pursuant to Bond Act 218-2021, the Board of Legislators has heretofore authorized the issuance of bonds for various building system improvements, including $4,505,000 bonds for the replacement of eight air handling units and associated mechanical and structural components for the Department of Corrections; and

WHEREAS, it has now been determined that it is in the best interests of the County to authorize the issuance of bonds for the replacement of said air handling units in a separate bond act, and Bond Act 218-2021 has been amended to remove the authorization for said bonds from said Bond Act; and

WHEREAS, the estimated maximum cost of the replacement of said eight air handling units and associated mechanical and structural components for the Department of Corrections was originally estimated to be $4,505,000, but said estimated maximum cost has now been determined to be $5,205,000;

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

Section 1. Pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the "Law"), the Westchester County Administrative Code, being Chapter 852 of the Laws of 1948, as amended, and to the provisions of other laws applicable thereto, $5,205,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the cost of the replacement of eight air handling units at the Department of Corrections, including design, construction management and all associated mechanical and structural components, as set forth in the County's Current Year Capital Budget, as amended. To the extent that the details set forth in this act are inconsistent with any details set forth in the Current Year Capital Budget of the County, such Budget shall be deemed and is hereby amended. The estimated total cost of said object or purpose, including preliminary costs and costs incidental thereto and the financing thereof is $5,205,000. The plan of financing includes the issuance of $5,205,000 bonds herein authorized, and any bond anticipation notes issued in anticipation of the sale of such bonds, and the levy of a tax to pay the principal of and interest on said bonds.

Section 2. The period of probable usefulness of the object or purpose for which said $5,205,000 bonds authorized by this Act are to be issued, within the limitations of Section 11.00 a.13 of the Law, is ten (10) years;

Section 3. Current funds are not required to be provided as a down payment pursuant to Section 107.00 d. 9. of the Law prior to issuance of the bonds authorized herein, or any bond anticipation notes issued in anticipation of the sale of such bonds. The County intends

to finance, on an interim basis, the costs or a portion of the costs of said improvements for which bonds are herein authorized, which costs are reasonably expected to be reimbursed with the proceeds of debt to be incurred by the County, pursuant to this Act, in the total amount of $5,205,000. 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 $5,205,000 as the estimated total cost of the aforesaid object or purpose is hereby approved.

Section 5. Subject to the provisions of this Act and of the Law, and pursuant to the provisions of §30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals thereof, and of §§50.00, 56.00 to 60.00 and 168.00 of said Law, the powers and duties of the County Board of Legislators relative to authorizing the issuance of any notes in anticipation of the sale of the bonds herein authorized, or the renewals thereof, relative to providing for substantially level or declining annual debt service, relative to prescribing the terms, form and contents and as to the sale and issuance of the respective amounts of bonds herein authorized, and of any notes issued in anticipation of the sale of said bonds or the renewals of said notes, and relative to executing agreements for credit enhancement, are hereby delegated to the Commissioner of Finance of the County, as the chief fiscal officer of the County.

Section 6. Each of the bonds authorized by this Act and any bond anticipation notes issued in anticipation of the sale thereof shall contain the recital of validity prescribed by §52.00 of said Local Finance Law and said bonds and any notes issued in anticipation of said bonds shall be general obligations of the County of Westchester, payable as to both principal and interest by general tax upon all the taxable real property within the County. The faith and credit

of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and any notes issued in anticipation of the sale of said bonds or the renewals of said notes, and provision shall be made annually in the budgets of the County by appropriation for (a) the amortization and redemption of the notes and bonds to mature in such year and (b) the payment of interest to be due and payable in such year.

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

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

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

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

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

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

* * *

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

I HEREBY CERTIFY that I have compared the foregoing Act No. -20___ with the original on file in my office, and that the same is a correct transcript therefrom and of the whole of the said original Act, which was duly adopted by the County Board of Legislators of the County of Westchester on , 20___ and approved by the County Executive on , 20___.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said County Board of Legislators this day of , 20___.

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

ACT NO. _____-20___

BOND ACT AUTHORIZING THE ISSUANCE OF $5,205,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE REPLACEMENT OF AIR HANDLING UNITS AT THE DEPARTMENT OF CORRECTIONS; STATING THE ESTIMATED TOTAL COST THEREOF IS $5,205,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $5,205,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted , 20___)

object or purpose: to finance the cost of the replacement of eight air handling units at the Department of Corrections, including design, construction management and all associated mechanical and structural components, as set forth in the County's Current Year Capital Budget, as amended

amount of obligations to be issued:
and period of probable usefulness: $5,205,000; ten (10) years

Dated: _____, 20___
White Plains, New York

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

REFERENCE BCR60
BCR57
BCR5E
T0068
B0117
B0114

ACT NO. -20_____

BOND ACT OF THE COUNTY OF WESTCHESTER, NEW YORK, AMENDING BOND ACT 218-2021 ADOPTED DECEMBER 7, 2021, IN RELATION TO THE CONSTRUCTION OF VARIOUS BUILDING SYSTEM IMPROVEMENTS, AT THE MAXIMUM ESTIMATED COST OF $17,880,000. (Adopted , 20_____).

WHEREAS, pursuant to Bond Act 218-2021, this Board has heretofore duly authorized the issuance of $17,880,000 bonds to finance the cost of the planning, construction and/or construction management of various building system improvements, to wit: HVAC improvements and upgrades in the G and K blocks of the County Jail and preliminary design for the Jail annex, the replacement of eight rooftop air handlers and all associated mechanical and structural components for the Department of Corrections, the replacement of reheat coils, fan coil units and associated piping in the basement mechanical room of the Old Jail medical unit, replacement of penthouse HVAC unit, mezzanine HVAC unit, computer room HVAC unit and HVAC unit serving money room, fare box room and cleaners' lounge along with associated work at the Bee-Line Maintenance Facility and the replacement of the existing backflow prevention device associated with the main water pipe serving the Bee-Line central maintenance facility, improvements to address ventilation and humidity control issues in the Board of Election warehouse at 450 Saw Mill River Road in Ardsley, including the installation of new supply ductwork from five existing heating and ventilating units to extend the air distribution area and minimize turbulence and noise, installation of variable frequency drives on the existing supply and exhaust fans and all associated work, and the replacement of the existing piping from the condensate tanks to the deaerator tanks at the central heating plant at the Valhalla campus; and

WHEREAS, it has now been determined that it is in the best interests of the County to authorize the bonds for the replacement of eight rooftop air handling units and associated mechanical and structural components (BCR57) in a separate Bond Act; and

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

SECTION (A) The bond act duly adopted by this Board on December 7, 2021, entitled:

ACT NO. 218-2021

BOND ACT AUTHORIZING THE ISSUANCE OF $17,880,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE CONSTRUCTION OF VARIOUS BUILDING SYSTEM IMPROVEMENTS IN AND FOR THE COUNTY; STATING THE ESTIMATED TOTAL COST THEREOF IS $17,880,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $17,880,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted 12/07, 2021)

is hereby amended to read as follows:

BOND ACT AUTHORIZING THE ISSUANCE OF $13,375,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE CONSTRUCTION OF VARIOUS BUILDING SYSTEM IMPROVEMENTS IN AND FOR THE COUNTY; STATING THE ESTIMATED TOTAL COST THEREOF IS $13,375,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $13,375,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted , 20__)

Section 1. Pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the "Law"), the Westchester County Administrative Code, being Chapter 852 of the Laws of 1948, as amended, and to the provisions of other laws applicable thereto, $13,375,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the cost of the planning, construction and/or construction management of various building system improvements, to wit: HVAC improvements and upgrades in the G and K blocks of the County Jail and preliminary

design for the Jail annex, the replacement of reheat coils, fan coil units and associated piping in the basement mechanical room of the Old Jail medical unit, replacement of penthouse HVAC unit, mezzanine HVAC unit, computer room HVAC unit and HVAC unit serving money room, fare box room and cleaners' lounge along with associated work at the Bee-Line Maintenance Facility and the replacement of the existing backflow prevention device associated with the main water pipe serving the Bee-Line central maintenance facility, improvements to address ventilation and humidity control issues in the Board of Election warehouse at 450 Saw Mill River Road in Ardsley, including the installation of new supply ductwork from five existing heating and ventilating units to extend the air distribution area and minimize turbulence and noise, installation of variable frequency drives on the existing supply and exhaust fans and all associated work, and the replacement of the existing piping from the condensate tanks to the deaerator tanks at the central heating plant at the Valhalla campus; all as set forth in the County's Current Year Capital Budget, as amended. To the extent that the details set forth in this act are inconsistent with any details set forth in the Current Year Capital Budget of the County, such Budget shall be deemed and is hereby amended. The estimated total cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof is $13,375,000. The plan of financing includes the issuance of $13,375,000 bonds herein authorized, and any bond anticipation notes issued in anticipation of the sale of such bonds, and the levy of a tax to pay the principal of and interest on said bonds.

Section 2. The period of probable usefulness of the class of objects or purposes for which said $13,375,000 bonds authorized by this Act are to be issued, within the limitations of Section 11.00 a.13 of the Law, is ten (10) years;

Section 3. Current funds are not required to be provided as a down payment pursuant to Section 107.00 d. 9. of the Law prior to issuance of the bonds authorized herein, or any bond anticipation notes issued in anticipation of the sale of such bonds. The County intends to finance, on an interim basis, the costs or a portion of the costs of said improvements for which bonds are herein authorized, which costs are reasonably expected to be reimbursed with the proceeds of debt to be incurred by the County, pursuant to this Act, in the total amount of $13,375,000. 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 $13,375,000 as the estimated total cost of the aforesaid class of objects or purposes is hereby approved.

Section 5. Subject to the provisions of this Act and of the Law, and pursuant to the provisions of §30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals thereof, and of §§50.00, 56.00 to 60.00 and 168.00 of said Law, the powers and duties of the County Board of Legislators relative to authorizing the issuance of any notes in anticipation of the sale of the bonds herein authorized, or the renewals thereof, relative to providing for substantially level or declining annual debt service, relative to prescribing the terms, form and contents and as to the sale and issuance of the respective amounts of bonds herein authorized, and of any notes issued in anticipation of the sale of said bonds or the renewals of said notes, and relative to executing agreements for credit enhancement, are hereby delegated to the Commissioner of Finance of the County, as the chief fiscal officer of the County.

Section 6. Each of the bonds authorized by this Act and any bond anticipation notes issued in anticipation of the sale thereof shall contain the recital of validity prescribed by

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

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

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

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

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

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

SECTION (B) The amendment of the bond act set forth in Section (A) of this act shall in no way affect the validity of the liabilities incurred, obligations issued, or action taken pursuant to said bond act, and all such liabilities incurred, obligations issued, or action taken shall be deemed to have been incurred, issued or taken pursuant to said bond act, as so amended.

SECTION (C) This Act shall take effect in accordance with Section 107.71 of the Westchester County Charter.

* * *

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

I HEREBY CERTIFY that I have compared the foregoing Act No. -20___ with the original on file in my office, and that the same is a correct transcript therefrom and of the whole of the said original Act, which was duly adopted by the County Board of Legislators of the County of Westchester on , 20___ and approved by the County Executive on , 20___.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said County Board of Legislators this day of , 20___.

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 December 7, 2021 and amended on _____, 20_____ and approved, as amended, by the County Executive on _____, 20___ and the validity of the obligations authorized by such Bond Act may be hereafter contested only if such obligations were authorized for an object or purpose for which the County of Westchester, in the State of New York, is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this Notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the publication of this Notice, or such obligations were authorized in violation of the provisions of the Constitution.

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

ACT NO. _____-20___

BOND ACT AUTHORIZING THE ISSUANCE OF $13,375,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE CONSTRUCTION OF VARIOUS BUILDING SYSTEM IMPROVEMENTS IN AND FOR THE COUNTY; STATING THE ESTIMATED TOTAL COST THEREOF IS $13,375,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $13,375,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted , 20__)

object or purpose: to finance the cost of the planning, construction and/or construction management of various building system improvements, to wit: HVAC improvements and upgrades in the G and K blocks of the County Jail and preliminary design for the Jail annex, the replacement of reheat coils, fan coil units and associated piping in the basement mechanical room of the Old Jail medical unit, replacement of penthouse HVAC unit, mezzanine HVAC unit, computer room HVAC unit and HVAC unit serving money room, fare box room and cleaners' lounge along with associated work at the Bee-Line Maintenance Facility and the replacement of the existing backflow prevention device associated with the main water pipe serving the Bee-Line central maintenance facility, improvements to address ventilation and humidity control issues in the Board of Election warehouse at 450 Saw Mill River Road in Ardsley, including the installation of new supply ductwork from five existing heating and ventilating units to extend the air distribution area and minimize turbulence and noise, installation of variable frequency drives on the existing supply and exhaust fans and all associated work, and the replacement of the existing piping from the condensate tanks to the deaerator tanks at the central heating plant at the Valhalla campus; all as set forth in the County's Current Year Capital Budget, as amended.

amount of obligations to be issued:
and period of probable usefulness: $13,375,000; ten (10) years

Dated: _____, 20___
White Plains, New York

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

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: _____ ☐ **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

BCR60, BCR5E, T0068, B0117, B0114

SECTION B - BONDING AUTHORIZATIONS
To Be Completed by Finance

Total Principal $ 13,375,000 **PPU** 10 **Anticipated Interest Rate** 3.38%

Anticipated Annual Cost (Principal and Interest): $ 1,586,680

Total Debt Service (Annual Cost x Term): $ 15,866,800

Finance Department: Interest rates from October 3, 2022 Bond Buyer - ASBA

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):

N/A

SECTION D - EMPLOYMENT
As per federal guidelines, each $92,000 of appropriation funds one FTE Job

Number of Full Time Equivalent (FTE) Jobs Funded: 145

SECTION E - EXPECTED DESIGN WORK PROVIDER

☒ County Staff ☒ Consultant ☐ Not Applicable

Prepared by: William Fallon

Title: Director of Admin. Services

Department: Correction

Date: 10/4/22

10/5/22

Reviewed By:

Budget Director

Date: 10/6/22

Project ID:*	☒ CBA	Fact Sheet Date:*
BCR57		07-19-2022
Fact Sheet Year:*	**Project Title:***	**Legislative District ID:**
2022	HQ ROOFTOP AIR HANDLING UNIT REPLACEMENT	3,
Category*	**Department:***	**CP Unique ID:**
BUILDINGS, LAND & MISCELLANEOUS	CORRECTION	2098

Overall Project Description

Replace eight (8) existing rooftop air handling units, demolition of existing units, rigging and installation of new units, ductwork connections, electrical work, control work and structural modifications.

☒ Best Management Practices ☒ Energy Efficiencies ☒ Infrastructure

☒ Life Safety ☐ Project Labor Agreement ☐ Revenue

☒ Security ☐ Other

FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2022	2023	2024	2025	2026	Under Review
Gross	5,205	2,105	2,400	0	0	0	0	700
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	5,205	2,105	2,400	0	0	0	0	700

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

Current Bond Description: Additional funding is requested for the replacement of the existing rooftop air handling units, ductwork modifications and all associated mechanical, electrical and structural work.

Financing Plan for Current Request:

Non-County Shares:	$ 0
Bonds/Notes:	700,000
Cash:	0
Total:	**$ 700,000**

SEQR Classification:

TYPE II

Amount Requested:

700,000

Comments:

A Capital Budget Amendment in the amount of $700,000 (shown under review) is being requested to increase the funding based upon the current estimate provided by NYPA. Amend BA #218-2021.

Energy Efficiencies:

THE EXISTING ROOFTOP AIR CONDITIONING UNITS WILL BE REPLACED WITH NEW ROOF MOUNTED HEAT PUMP UNITS.

Year	Amount	Description
2018	1,900,000	FUNDS DESIGN, CONSTRUCTION AND CONSTRUCTION MANAGEMENT
2020	110,000	COST ESCALATION
2021	95,000	COST ESCALATION
2022	2,400,000	CONSTRUCTION

Total Appropriation History:
4,505,000

Financing History:

Year	Bond Act #	Amount	Issued	Description
21	218	4,505,000	0	HQ ROOFTOP AIR HANDLING UNIT REPLACEMENT

Total Financing History:
4,505,000

Recommended By:

Department of Planning	**Date**
WBB4	09-27-2022
Department of Public Works	**Date**
RJB4	09-27-2022
Budget Department	**Date**
LMY1	09-27-2022
Requesting Department	**Date**
WPF4	09-27-2022

HQ ROOFTOP AIR HANDLING UNIT REPLACEMENT
(BCR57)

User Department : Correction

Managing Department(s) : Correction ; Public Works ;

Estimated Completion Date: TBD

Planning Board Recommendation: Project without physical planning aspects of concern to the Westchester County Planning Board.

FIVE YEAR CAPITAL PROGRAM (in thousands)

	Est Ult Cost	Appropriated	Exp / Obl	2022	2023	2024	2025	2026	Under Review
Gross	4,505	2,105		2,400					
Non County Share									
Total	4,505	2,105		2,400					

Project Description

Replace eight (8) existing rooftop air handling units, demolition of existing units, rigging and installation of new units, ductwork connections, electrical work, control work and structural modifications.

Current Year Description

The current year request funds construction.

Current Year Financing Plan

Year	Bonds	Cash	Non County Shares	Total
2022	2,400,000			2,400,000

Impact on Operating Budget

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

Appropriation History

Year	Amount	Description	Status
2018	1,900,000	Funds design, construction and construction management	AWAITING BOND AUTHORIZATION
2020	110,000	Cost Escalation	AWAITING BOND AUTHORIZATION
2021	95,000	Cost escalation	AWAITING BOND AUTHORIZATION
Total	2,105,000		

Prior Appropriations

	Appropriated	Collected	Uncollected
Bond Proceeds	2,105,000		2,105,000
Total	2,105,000		2,105,000

Westchester gov.com

Memorandum

Office of the County Executive
Michaelian Office Building

October 14, 2022

TO: Hon. Catherine Borgia, Chair
Hon. Nancy Barr, Vice Chair
Hon. Christopher Johnson, Majority Leader
Hon. Margaret Cunzio, Minority Leader

FROM: George Latimer
Westchester County Executive

RE: Message Requesting Immediate Consideration: **Act & Bond Act – BPL30 Concerning 36-38 Main Street, Yonkers.**

This will confirm my request that the Board of Legislators allow submission of the referenced communication to be submitted to the Board of Legislators October 17, 2022 Agenda.

Transmitted herewith for your review and approval is legislation which would authorize the purchase of the above-referenced property.

Therefore, since this communication is of the utmost importance, it is respectfully submitted that the County Board of Legislators accepts this submission for October 17, 2022 "blue sheet" calendar.

Thank you for your prompt attention to this matter.

Westchester gov.com
George Latimer
County Executive

October 12, 2022

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 please find the following:

Land Purchase and Conveyance. An Act (the "Land Acquisition Act") to authorize the purchase and subsequent conveyance of approximately +/- 0.24 acres (10,329 square feet) of real property located at 32, 36-38 Main Street and 1-3 Riverdale Avenue (the "Property") in the City of Yonkers (the "City") to Macquesten Development LLC, its successors, assigns or any entity created to carry out the purposes of the proposed transaction (the "Developer"), as part of the County's program to support the construction of affordable housing units that affirmatively further fair housing (the "Affordable AFFH Units"). The Land Acquisition Act also authorizes the County to grant and accept any property rights necessary in furtherance thereof.

Acquisition Financing. A New Homes Land Acquisition Bond Act (the "NHLA Bond Act"), prepared by the firm of Hawkins Delafield & Wood LLP, to authorize the issuance of bonds of the County in a total amount not to exceed $1,900,000 as a part of Capital Project BPL30 New Homes Land Acquisition II. The Department of Planning ("Planning") has advised that subject to the approval of your Honorable Board, the proposed NHLA Bond Act will authorize an amount not to exceed $1,900,000 to purchase the Property from the current owner to create seventy-six (76) Affordable AFFH Units for rent including one superintendent's unit. The Developer will also construct thirty-four (34) parking spaces for use by the residents.

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

In accordance with the Land Acquisition Act, the County will subsequently convey the Property to the Developer for One ($1.00) Dollar to construct the Affordable AFFH Units with a total of seventy-six (76) rental units including one superintendent's unit.

Planning has further advised that additional funds for the Development are anticipated to be provided from Tax Exempt Bonds issued by New York State Housing Finance Agency, Federal and State Low Income Housing Tax Credits allocated by New York State Homes and Community

Office of the County Executive

Michaelian Office Building
148 Martine Avenue
White Plains, New York 10601 Telephone: (914)995-2900 E-mail: ceo@westchestergov.com

Renewal ("HCR"), HCR Subsidy, Brownfield Tax Credits, New York State Energy Research Development Authority ("NYSERDA") funding and City of Yonkers HOME funding for an estimated total development cost of approximately $57.7 Million.

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 ("SEQR") Act have been met. Planning has advised that the City classified the proposed Development as a Type I action pursuant to 6 NYCRR 617.6(b)(3) of the SEQR implementing regulations, acted as lead agency and issued a Negative Declaration for the Development on January 12, 2021. Because the City undertook a coordinated review pursuant to SEQR and the County was included in the process, no further environmental review is required by the County. As you know, your Honorable Board may use such expert advice to reach its own conclusion.

On September 6, 2022, the Westchester County Planning Board (the "Planning Board") adopted Resolution No. 22-13 that recommends funding for the purchase and conveyance of the Property. Planning has further advised that Section 167.131 of the County Charter mandates that a Capital Budget Amendment that introduces a new capital project or changes the location, size or character of an existing capital project be accompanied by a report of the Planning Board with respect to the physical planning aspects of the project. Accordingly, the necessary Planning Board report for BPL30 has been annexed. In addition, the report of the Commissioner of Planning is annexed pursuant to Section 191.41 of the Westchester County Charter.

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

Sincerely,

George Latimer
County Executive

GL/NVD/DI
Attachments

HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER

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

Land Purchase and Conveyance. An Act (the "Land Acquisition Act") to authorize the purchase and subsequent conveyance of approximately +/- 0.24 acres (10,329 square feet) of real property located at 32, 36-38 Main Street and 1-3 Riverdale Avenue (the "Property") in the City of Yonkers (the "City") to Macquesten Development LLC, its successors, assigns or any entity created to carry out the purposes of the proposed transaction (the "Developer"), as part of the County's program to support the creation of affordable housing units that affirmatively further fair housing (the "Affordable AFFH Units"). The Land Acquisition Act also authorizes the County to grant and accept any property rights necessary in furtherance thereof.

Acquisition Financing. A New Homes Land Acquisition Bond Act (the "NHLA Bond Act"), prepared by the firm of Hawkins Delafield & Wood LLP, to authorize the issuance of bonds of the County in a total amount not to exceed $1,900,000 as a part of Capital Project BPL30 New Homes Land Acquisition II. The Department of Planning ("Planning") has advised that subject to the receipt of approval of your Honorable Board, the proposed NHLA Bond Act will authorize an amount not to exceed $1,900,000 to purchase the Property from the current owner to create seventy-six (76) Affordable AFFH Units for rent including one superintendent's unit.

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

In accordance with the Land Acquisition Act, the County will subsequently convey the

Property to the Developer for ONE ($1.00) DOLLAR to construct the seventy-six (76) Affordable AFFH Units for rent including one superintendent's unit. The Developer will then construct a new ten-story building containing the affordable AFFH Units and will also construct thirty-four (34) parking spaces for use by the residents.

Your Committee has been advised that additional funds for the Development are anticipated to be provided from Tax Exempt Bonds issued by New York State Housing Finance Agency, Federal and State Low Income Housing Tax Credits allocated by New York State Homes and Community Renewal ("HCR"), HCR Subsidy, Brownfield Tax Credits, New York State Energy Research Development Authority ("NYSERDA") funding and City of Yonkers HOME funding for an estimated total development cost of approximately $57.7 Million.

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 ("SEQR") Act have been met. Planning has advised that the City classified the proposed Development as a Type I action pursuant to 6 NYCRR 617.6(b)(3) of the SEQR implementing regulations, acted as lead agency and issued a Negative Declaration for the Development on January 12, 2021. Your Committee has been advised that because the City undertook a coordinated review pursuant to SEQR and the County was included in the process, no further environmental review is required by the County. Your Committee has reviewed the attached analysis prepared by Planning and concurs with this conclusion.

Your Committee has been further advised that on September 6, 2022, the Westchester County Planning Board (the "Planning Board") adopted Resolution No. 22-13 that recommends funding for the purchase and conveyance of the Property. In addition, Section 167.131 of the County Charter mandates that a Capital Budget Amendment that introduces a new capital project or changes the location, size or character of an existing capital project be accompanied by a report of the Planning Board with respect to the physical planning aspects of the project. Accordingly, the necessary Planning Board report for BPL30 has been annexed. In addition, the report of the Commissioner of Planning is annexed pursuant to Section 191.41 of the Westchester County Charter.

Based on the importance of creating more affordable housing units that affirmatively further fair housing in the County, your favorable action on the annexed Acts is respectfully requested, noting that the Land Acquisition Act and the NHLA Bond Act require the affirmative vote of two-thirds of the members of your Honorable Board.

Dated: , 2022
White Plains, New York

COMMITTEE ON
C/I/9.26.22

Westchester gov.com

Memorandum

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

TO: Honorable George Latimer
County Executive

FROM: Norma V. Drummond
Commissioner

DATE: September 30, 2022

SUBJECT: Acquisition of Real Property - 32, 36-38 Main Street and 1-3 Riverdale Avenue-City of Yonkers

Pursuant to Section 191.41 of the County Charter, submitted herewith is the required report of the Commissioner of Planning on the proposed acquisition and subsequent conveyance of +/- 0.24 acres of real property located at 32, 36-38 Main Street and 1-3 Riverdale Avenue in the City of Yonkers, identified on the City tax maps as Section 1, Block 501, Lots 18, 19, 20, 22 &23 (the "Property") for the purpose of creating 76 affordable housing units (the "Affordable AFFH Units"), including one superintendent's unit that will affirmatively further fair housing ("AFFH"). The development will also provide approximately 34 parking spaces for residents.

The County of Westchester ("the County") intends to finance the purchase of the Property from the current owner in an amount not to exceed $1,900,000 as a part of Capital Project BPL30 New Homes Land Acquisition II. Upon acquisition of the Property, the County will file a Declaration of Restrictive Covenants to require that the Affordable AFFH Units are marketed and leased in accordance with an approved affirmative fair housing marketing plan and will remain available to eligible households for a period of not less than 50 years. The County will then convey ownership of the Property to Macquesten Development LLC (the "Developer"), its successors or assigns, for One ($1.00) Dollar.

The Developer proposes to construct one new ten-story building on the Property that will include a mix of affordable studio, one, two and three bedroom rental apartments that will be leased to households who earn at or below 50% and up to 80% of the area median income (collectively the "Development").

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

1. The acquisition of this Property will advance the County's efforts to provide fair and affordable housing;
2. The acquisition and subsequent conveyance of the Property to develop fair and affordable housing is consistent with development policies adopted by the County Planning Board as set forth in ***Westchester 2025 - Context for County and Municipal Planning***

in Westchester County and Policies to Guide County Planning, adopted May 6, 2008, and amended January 5, 2010, and the recommended strategies set forth in ***Patterns for Westchester: The Land and the People***, adopted December 5, 1995;

3. The Development is proposed to include green technology, such as energy efficient appliances, lighting and heating systems and water-conserving fixtures to reduce operating and maintenance costs, minimize energy consumption and conserve natural resources. A green roof will be installed to minimize runoff from rainfalls. The Development is designed to meet the green building standards of Energy Star Multifamily New Construction and NYSERDA Multifamily New Construction, Tier III.;
4. The Development is consistent with the land use policies and regulations of the City of Yonkers; and
5. On September 6, 2022, the County Planning Board adopted a resolution to recommend County financing towards the purchase the Property to support the Development.

NVD/lg

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

Westchestergov.com

Memorandum
Department of Planning

TO: Leonard Gruenfeld, Program Administrator
Division of Housing & Community Development

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

DATE: September 21, 2022

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR BPL30 NEW HOMES LAND ACQUISITION II 36-38 MAIN STREET, YONKERS (ST. CLAIR)**

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

The action involves the provision of County funding under capital project BPL30 New Homes Land Acquisition II (Fact Sheet ID #1982) - to facilitate the development of affordable housing, known as the St. Clair Residences, at the southwest corner of Main Street and Riverdale Avenue (32, 36-38 Main Street and 1 and 3 Riverdale Avenue) in the City of Yonkers. County funds will be applied towards the purchase of all five lots, totaling approximately 10,329 square feet, which will be transferred to a developer, who will create approximately 76 units of affordable rental housing. The project will include the construction of a new 10-story building, with some commercial/retail space on the first floor, and approximately 34 underground parking spaces.

In accordance with SEQR, the City of Yonkers Planning Board classified this project as an Unlisted action. On November 12, 2021, the City Planning Board issued a notice of intent to serve as lead agency and circulated Part 1 of a Full Environmental Assessment Form. On January 12, 2022, the City Planning Board issued a Negative Declaration for the project. Since the City undertook coordinated review and the County of Westchester was included in the coordinated review process, 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: Norma Drummond, Commissioner
Blanca Lopez, Deputy Commissioner
Daniela Infield, Senior Assistant County Attorney
William Brady, Chief Planner
Claudia Maxwell, Associate Environmental Planner

RESOLUTION 22-13

WESTCHESTER COUNTY PLANNING BOARD

New Homes Land Acquisition II
Capital Project Funding Request
32, 36-38 Main Street and 1-3 Riverdale Avenue,
City of Yonkers

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

WHEREAS, Macquesten Development LLC (the "Developer"), its successors or assigns, desires to develop the real property located at 32, 36-38 Main Street and 1-3 Riverdale Avenue; in the City of Yonkers (the "City"), identified on the tax maps as Section 1: Block 501; Lots: 18, 19, 20, 22 & 23 (the "Property") to create 76 affordable residential units that will affirmatively further fair housing ("AFFH"; collectively the "Affordable AFFH Units") and approximately 31 parking spaces (collectively the "Development"). and

WHEREAS, the County proposes to purchase the Property from the owner of record, for a not to exceed amount of $1,900,000 with funds from NHLA and subsequently convey the Property to the Developer for One ($1.00) Dollar to underwrite the cost of the land; and

WHEREAS, upon acquisition, the County will file a Declaration of Restrictive Covenants to require that the Affordable AFFH Units constructed on the Property be leased to households who earn at or below 50% and up to 80% of the Westchester County Area Median Income ("AMI"); and

WHEREAS, the County will transfer ownership of the Property to the Developer to construct a mix of studio, one-, two- and three-bedroom apartments to be leased to eligible households, pursuant to an approved Affirmative Fair Housing Marketing Plan, for a minimum of 50 years; and

WHEREAS, in furtherance of the above, the County Executive will be submitting legislation to the Board of Legislators to amend Capital Project BPL30 NHLA II to add the Property, 32, 36-38 Main Street and 1-3 Riverdale Avenue; City of Yonkers, and authorize bonding in a not to exceed amount of $1,900,000 to develop the Property; and

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

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

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

RESOLVED, that the Westchester County Planning Board after completing a review of the physical planning aspects of the Affordable AFFH Units, subject to an appraisal, recommends that the County provide financial assistance in a not-to-exceed amount of $1,900,000 from BPL30 NHLA II for property acquisition; and be it further

RESOLVED, that the Westchester County Planning Board amends its report on the 2022 Capital Project requests to include 32, 36-38 Main Street and 1-3 Riverdale Avenue in the City of Yonkers, as a new component project in Capital Project BPL30 under the heading of Buildings, Land and Miscellaneous.

Adopted this 6th day of September 2022.

Richard Hyman, Chair

ACT NO. _____ - 2022

AN ACT authorizing the County of Westchester to purchase approximately +/- 0.24 acres (10,329 square feet) of real property located at 32, 36-38 Main Street and 1-3 Riverdale Avenue in the City of Yonkers and to subsequently convey said property, as well as authorizing the County to grant and accept any property rights necessary in furtherance thereof, for the purpose of creating 76 affordable rental units that will affirmatively further fair housing and remain affordable for a period of not less than fifty (50) years.

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

SECTION 1. The County of Westchester (the "County") is hereby authorized to purchase from the current owner(s) of record approximately +/- 0.24 acres (10,329 square feet) of real property located at 32, 36-38 Main Street and 1-3 Riverdale Avenue in the City of Yonkers, (the "Property") to construct 76 affordable rental housing units which includes one superintendent's unit that will affirmatively further fair housing (the "Affordable AFFH Units") as set forth in 42 U.S.C. Section 5304(b)(2).

§2. The County is hereby authorized to purchase the Property for an amount not to exceed ONE MILLION NINE HUNDRED THOUSAND ($1,900,000) DOLLARS.

§3. The County is hereby authorized to convey the Property to Macquesten Development LLC, its successors, assigns or any entity created to carry out the purposes of the proposed transaction, for One ($1.00) Dollar to construct the 76 Affordable AFFH Units including one superintendent's unit that will be marketed and leased to households earning at or below 50% and up to 80% of the Westchester County area median income, that will remain affordable for a period of not less than fifty (50) years, and will be marketed and leased in accordance with an approved affirmative fair housing marketing plan, noting that the income limits are subject to

change based on the median income levels at the time of initial occupancy and subsequent occupancies, as established by the U.S. Department of Housing and Urban Development.

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

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

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

§7. This Act shall take effect immediately.

REFERENCE BPL30

ACT NO. -20___

BOND ACT AUTHORIZING THE ISSUANCE OF $1,900,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE PURCHASE OF REAL PROPERTY LOCATED AT 36-38 MAIN STREET, IN THE CITY OF YONKERS, IN ORDER TO AFFIRMATIVELY FURTHER FAIR HOUSING ("AFFH") PURSUANT TO THE COUNTY'S NEW HOMES LAND ACQUISITION II CAPITAL PROJECT (BPL30); STATING THE ESTIMATED MAXIMUM COST THEREOF IS $1,900,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $1,900,000 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 $1,900,000, or so much thereof as may be necessary, are hereby authorized to be issued to finance the cost of the purchase of approximately 10,329 square feet of real property located at 36-38 Main Street, in the City of Yonkers (the "AFFH Property") from the current owner(s) of record at a cost of $1,900,000, including acquisition and settlement costs, in order to support the construction of 76 affordable

housing units that will affirmatively further fair housing ("AFFH"); the County will file, or cause to be filed, a Declaration of Restrictive Covenants in the Westchester County Clerk's office requiring that the AFFH Property remain affordable for a period of not less than 50 years. The funding requested herein is in support of the construction of 76 affordable AFFH rental units at the aggregate estimated maximum cost of $1,900,000 for said property acquisition. The AFFH Property shall be acquired by the County, subjected to said Declaration of Restrictive Covenants and subsequently conveyed to Macquesten Development LLC (the "Developer"), its successors or assigns. The Developer will construct a project which will include 76 affordable AFFH rental units on the AFFH Property. The County's acquisition of the AFFH Property is set forth in the County's Current Year Capital Budget, as amended. To the extent that the details set forth in this act are inconsistent with any details set forth in the Current Year Capital Budget of the County and the Statement of Need, such Budget and Statement of Need shall be deemed and are hereby amended. The estimated maximum cost of said object or purpose, including preliminary costs and costs incidental thereto and the financing thereof, is $1,900,000. The plan of financing includes the issuance of $1,900,000 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 $1,900,000 bonds are authorized to be issued, within the limitations of Section 11.00 a. 21 of the Law, is thirty (30) years.

Section 3. The County intends to finance, on an interim basis, the costs or a portion of the costs of said object or purpose for which bonds are herein authorized, which costs are

reasonably expected to be reimbursed with the proceeds of debt to be incurred by the County, pursuant to this Bond Act, in the maximum amount of $1,900,000. This Act is a declaration of official intent adopted pursuant to the requirements of Treasury Regulation Section 1.150-2.

Section 4. The estimate of $1,900,000 as the estimated maximum cost of the aforesaid object or purpose is hereby approved.

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

Section 6. Each of the bonds authorized by this Act and any bond anticipation notes issued in anticipation of the sale thereof shall contain the recital of validity prescribed by section 52.00 of said Local Finance Law and said bonds and any notes issued in anticipation of said bonds shall be general obligations of the County of Westchester, payable as to both principal and interest by general tax upon all the taxable real property within the County. The faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on

said bonds and any notes issued in anticipation of the sale of said bonds and the renewals of said notes, and provision shall be made annually in the budgets of the County by appropriation for (a) the amortization and redemption of the notes and bonds to mature in such year and (b) the payment of interest to be due and payable in such year.

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

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

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

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

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

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

* * *

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

I HEREBY CERTIFY that I have compared the foregoing Act No. -20___ with the original on file in my office, and that the same is a correct transcript therefrom and of the whole of the said original Act, which was duly adopted by the County Board of Legislators of the County of Westchester on , 20___ and approved by the County Executive on , 20___.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said County Board of Legislators this day of , 20___.

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

(SEAL)

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LEGAL NOTICE

A Bond Act, a summary of which is published herewith, has been adopted by the Board of Legislators on _____, 20___ and approved by the County Executive on _____, 20___ and the validity of the obligations authorized by such Bond Act may be hereafter contested only if such obligations were authorized for an object or purpose for which the County of Westchester, in the State of New York, is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this Notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the publication of this Notice, or such obligations were authorized in violation of the provisions of the Constitution. Complete copies of the Bond Act summarized herewith shall be available for public inspection during normal business hours at the Office of the Clerk of the Board of Legislators of the County of Westchester, New York, for a period of twenty days from the date of publication of this Notice.

ACT NO. _____-20___

BOND ACT AUTHORIZING THE ISSUANCE OF $1,900,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE PURCHASE OF REAL PROPERTY LOCATED AT 36-38 MAIN STREET, IN THE CITY OF YONKERS, IN ORDER TO AFFIRMATIVELY FURTHER FAIR HOUSING ("AFFH") PURSUANT TO THE COUNTY'S NEW HOMES LAND ACQUISITION II CAPITAL PROJECT (BPL30); STATING THE ESTIMATED MAXIMUM COST THEREOF IS $1,900,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $1,900,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS (Adopted , 20___)

Object or purpose: to finance the cost of the purchase of approximately 10,329 square feet of real property located at 36-38 Main Street, in the City of Yonkers (the "AFFH Property") from the current owner(s) of record at a cost of $1,900,000, including acquisition and settlement costs, in order to support the construction of 76 affordable housing units that will affirmatively further fair housing ("AFFH"); the County will file, or cause to be filed, a Declaration of Restrictive Covenants in the Westchester County Clerk's office requiring that the AFFH Property remain affordable for a period of not less than 50 years. The funding requested herein is in support of the construction of 76 affordable AFFH rental units at the aggregate estimated maximum cost of $1,900,000 for said property acquisition. Such property shall be acquired by the County, subjected to said Declaration of Restrictive Covenants and subsequently conveyed to Macquesten Development LLC (the "Developer"), its successors or assigns. The Developer will construct a project which will include 76 affordable AFFH rental units on the AFFH

Property. The County's acquisition of the AFFH Property is set forth in the County's Current Year Capital Budget, as amended.

Amount of obligations to be issued and period of probable usefulness: $1,900,000 - thirty (30) years

Dated: _____, 20___
White Plains, New York

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

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Capital Project Fact Sheet Form

Project ID: *
BPL30

☑ **CBA**

Fact Sheet Date: *
06/29/2022

Fact Sheet Year *
2022

Project Title: *
NEW HOMES LAND ACQUISITION II

Legislative District ID:
16

Category *
BUILDINGS, LAND & MISCELLANEOUS

Department *
PLANNING

Unique Identifier
1982

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

☐ **Best Management** ☐ **Energy Efficiencies** ☐ **Infrastructure**

☐ **Life Safety** ☐ **Project Labor Agreement** ☐ **Revenue**

☐ **Security** ☑ **Other** **Other Details**

Five Year Capital Program (in Thousands)

	Estimated Ultimate Total Cost	Prior Appropriation	2022	2023	2024	2025	2026	Under Review
Gross	89,500	54,500	25,000	10,000	0	0	0	0
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	89,500	54,500	25,000	10,000	0	0	0	0

Expended Obligated Amount (in thousands)
42,369

Current Bond Request / Description:
Bonding is requested to finance the acquisition of approximately 10,329 square feet of real property located at 36-38 Main Street in the City of Yonkers and identified on the tax maps as Section 1; Block 501; Lots 18, 19,20, 22 and 23 (the "Property") in order to construct 76 units of rental housing that will Affirmatively Further Fair Housing (the "Affordable AFFH Units"). The Development will also include 5,700 square feet of commercial space and 31 parking spaces for residents

Financing Plan for Current Request:

Bond/Notes:	1,900,000
Cash:	0
Non-county Shares:	0
Total:	1,900,000

SEQR Classification
UNLISTED

Amount Requested
1,900,000

PPU

Description	Amount	Years

Comments
A Capital Budget Amendment ("CBA") is requested to add the property to Capital Projects BPL30 and to authorize the County to purchase the vacant land from the current owner for an amount not to exceed $1,900,000 to support the construction of a ten story residential building with 76 Affordable AFFH rental units, 5,700 square feet of commercial space and 31 parking spaces. Upon acquisition, the County will file a Declaration of Restrictive Covenants to require that the units will be marketed to households who earn less than 50% and up to 80% of the County Area Median Income for a period of no less than 50 years, and further that the units will be leased and marketed to eligible households under an approved Affordable Housing Marketing plan. The County will then convey ownership to Macquesten Development LLC (the "Developer") its successors or assigns for one dollar ($1.00).

Energy Efficiencies:
THE BUILDING WILL BE CONSTRUCTED WITH SUSTAINABLE MATERIALS/RENEWABLE RESOURCES AND DESIGNED TO INCORPORATE HIGH EFFICIENCY BUILDING SYSTEMS, APPLIANCES, LIGHTING AND WATER-CONSERVING FIXTURES TO REDUCE OPERATING AND MAINTENANCE COSTS, MINIMIZE ENERG

Appropriation History

Appropriation Year	Amount	Description
2014	5,000,000	CONTINUATION OF THIS PROJECT
2016	2,500,000	CONTINUATION OF THIS PROJECT
2017	7,200,000	LAND ACQUISITION FOR MT HOPE PLAZA FOR MT HOPE COMMUNITY REDEVELOPMENT CORP, LOCATED AT 65 LAKE ST. WHITE PLAINS AND CONTINUATION OF THIS PROJECT.

Appropriation History

Appropriation Year	Amount	Description
2018	8,000,000	CONTINUATION OF THIS PROJECT.
2019	5,000,000	CONTINUATION OF THIS PROJECT
2020	10,000,000	CONTINUATION OF THIS PROJECT
2021	16,800,000	CONTINUATION OF THIS PROJECT
2022	25,000,000	CONTINUATION OF THIS PROJECT

Total Appropriation History
79,500,000

Financing History

Year	Bond Act #	Amount	Issued Amount	Description
15	240	0	0	
15	235	1,840,000	1,830,000	ACQUISITION OF 80 BOWMAN AVENUE, VILLAGE OF RYE BROOK
15	204	460,000	460,608	147, 165 AND 175 RAILROAD AVENUE, BEDFORD HILLS ACQUISITION
15	267	284,000	284,375	ACQUISITION OF 322 KEAR STREET, YORKTOWN HEIGHTS
16	24	353,000	290,732	104 PINE STREET, CORTLANDT- COST OF ACQUISITION
16	21	197,000	191,659	27 WALDEN COURT, UNIT #M YORKTOWN - COST OF ACQUISITION
16	18	385,000	0	164 PHYLLIS COURT, YORKTOWN - COST OF ACQUISITION
16	56	400,220	388,541	9 WATSON ST-CORTLANDT
16	231	2,009,980	1,999,980	200 READER'S DIGEST ROAD CHAPPAQUA AFFIRMATIVELY FURTHERING AFFORDABLE HOUSING AMEND
16	53	219,050	0	18 MINKEL RD OSSINING
16	59	210,800	211,079	5 STANLEY AVE - OSSINING
16	50	228,800	207,286	112 VILLAGE RD YORKTOWN
17	172	1,250,000	1,250,000	ACQUISITION OF LAND AT 1847 CROMPOND ROAD PEEKSKILL
17	142	2,600,000	2,312,500	ACQUISITION OF LAND LOCATED ON ROUTE 22 IN LEWISBORO
17	209	0	0	PURCHASE OF LAND AT 501 BROADWAY IN VILLAGE OF BUCHANAN
18	77	2,100,000	2,100,000	PURCHASE OF LAND LOCATED AT 65 LAKE STREET IN WHITE PLAINS FOR FAIR HOUSING
18	186	3,000,000	3,000,000	PURCHASE OF REAL PROPERTY AT 25 SOUTH REGENT STREET IN PORT CHESTER TO FURTHER FAIR HOUSING
18	159	1,000,000	1,000,000	PURCHASE OF PROPERTY LOCATED AT HALSTEAD AVENUE TO SUPPORT DEVELOPMENT OF AFFORDABLE HOUSING

Financing History

Year	Bond Act #	Amount	Issued Amount	Description
18	155	0	0	PURCHASE PROPERTY TO SUPPORT DEVLOPMENT OF AFFORDABLE HOUSING UNITS IN NEW ROCHELLE
18	123	787,500	787,507	PURCHASE PROPERTY AT 5 HUDSON STREET IN YONKERS TO PRESERVE AFFORDABLE AFFH RENTAL UNITS
19	68	1,765,000	1,765,000	PURCHASE AND SUBSEQUENT CONVEYANCE OF PROPERTY LOCATED AT 227 ELM STREET IN YONKERS
19	70	5,225,000	5,225,000	PURCHASE PROPERTY TO SUPPORT DEVLOPMENT OF AFFORDABLE HOUSING UNITS IN NEW ROCHELLE
19	150	2,340,000	2,419,325	PURCHASE OF REAL PROPERTY LOCATED AT 645 MAIN STREET IN PEEKSKILL, FOR FAIR HOUSING
19	171	306,000	305,325	FINANCE THE PURCHASE OF REAL PROPERTY, INCLUDING THREE UNIT RENTAL BUILDING AT 162 LINCOLN
19	182	1,375,000	0	
20	206	5,000,000	5,000,000	AFFORDABLE HOUSING DEVELOPMENT 62 MAIN STREET, TARRYTOWN
21	47	5,000,000	5,000,000	AFFORDABLE HOUSING - POINT ST AND RAVINE AVE YONKERS
21	178	3,000,000	0	AFFH 26 GARDEN ST NEW ROCHELLE
21	166	1,800,000	0	AFFH 51 MAPLE ST VILLAGE OF CROTON
21	93	1,400,000	0	AFFORDABLE AFFH UNITS - 76 LOCUST HILL AVE YONKERS
21	84	3,825,000	0	AFFORDABLE AFFH UNITS - GREENBURGH 1 DROMORE ROAD
21	190	5,000,000	0	500 MAIN STREET NEW ROCHELLE

Cash History

Year	Amount	Description

Financing History Total
53,361,350

Recommended By:

Department of Planning WBB4	**Date** 08/22/2022
Department of Public Works RJB4	**Date** 08/24/2022
Budget Department LMY1	**Date** 09/15/2022
Requesting Department WBB4	**Date** 09/15/2022

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: BPL30 ☐ **NO FISCAL IMPACT PROJECTED**

SECTION A - CAPITAL BUDGET IMPACT
To Be Completed by Budget

☒ GENERAL FUND ☐ AIRPORT FUND ☐ SPECIAL DISTRICTS FUND

Source of County Funds (check one): ☐ Current Appropriations
☒ Capital Budget Amendment

SECTION B - BONDING AUTHORIZATIONS
To Be Completed by Finance

Total Principal $ 1,900,000 **PPU** 30 **Anticipated Interest Rate** 3.88%

Anticipated Annual Cost (Principal and Interest): $ 101,534

Total Debt Service (Annual Cost x Term): $ 3,046,020

Finance Department: Interest rates from October 7, 2022 Bond Buyer - ASBA

SECTION C - IMPACT ON OPERATING BUDGET (exclusive of debt service)
To Be Completed by Submitting Department and Reviewed by Budget

Potential Related Expenses (Annual): $ -

Potential Related Revenues (Annual): $ -

Anticipated savings to County and/or impact of department operations
(describe in detail for current and next four years):

SECTION D - EMPLOYMENT
As per federal guidelines, each $92,000 of appropriation funds one FTE Job

Number of Full Time Equivalent (FTE) Jobs Funded: N/A

SECTION E - EXPECTED DESIGN WORK PROVIDER

☐ County Staff ☐ Consultant ☒ Not Applicable

Prepared by: Norma V. Drummond
Title: Commissioner
Department: Planning
Date: 10/7/22

Reviewed By: [signature]
Budget Director
Date: 10/12/22

Project ID:* BPL30	☒ CBA	**Fact Sheet Date:*** 06-29-2022
Fact Sheet Year:* 2022	**Project Title:*** NEW HOMES LAND ACQUISITION II	**Legislative District ID:** 16
Category* BUILDINGS, LAND & MISCELLANEOUS	**Department:*** PLANNING	**CP Unique ID:** 1982

Overall Project Description

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

☐ Best Management Practices	☐ Energy Efficiencies	☐ Infrastructure
☐ Life Safety	☐ Project Labor Agreement	☐ Revenue
☐ Security	☒ Other	

FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2022	2023	2024	2025	2026	Under Review
Gross	89,500	54,500	25,000	10,000	0	0	0	0
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	89,500	54,500	25,000	10,000	0	0	0	0

Expended/Obligated Amount (in thousands) as of : 42,369

Current Bond Description: Bonding is requested to finance the acquisition of approximately 10,329 square feet of real property located at 36-38 Main Street in the City of Yonkers and identified on the tax maps as Section 1; Block 501; Lots 18, 19,20, 22 and 23 (the "Property") in order to construct 76 units of rental housing that will Affirmatively Further Fair Housing (the "Affordable AFFH Units"). The Development will also include 5,700 square feet of commercial space and 31 parking spaces for residents

Financing Plan for Current Request:

Non-County Shares:	$ 0
Bonds/Notes:	1,900,000
Cash:	0
Total:	**$ 1,900,000**

SEQR Classification:

UNLISTED

Amount Requested:

1,900,000

Comments:

A Capital Budget Amendment ("CBA") is requested to add the property to Capital Projects BPL30 and to authorize the County to purchase the vacant land from the current owner for an amount not to exceed $1,900,000 to support the construction of a ten story residential building with 76 Affordable AFFH rental units, 5,700 square feet of commercial space and 31 parking spaces. Upon acquisition, the County will file a Declaration of Restrictive Covenants to require that the units will be marketed to households who earn less than 50% and up to 80% of the County Area Median Income for a period of no less than 50 years, and further that the units will be leased and marketed to eligible households under an approved Affordable Housing Marketing plan. The County will then convey ownership to Macquesten Development LLC (the "Developer") its successors or assigns for one dollar ($1.00).

THE BUILDING WILL BE CONSTRUCTED WITH SUSTAINABLE MATERIALS/RENEWABLE RESOURCES AND DESIGNED TO INCORPORATE HIGH EFFICIENCY BUILDING SYSTEMS, APPLIANCES, LIGHTING AND WATER-CONSERVING FIXTURES TO REDUCE OPERATING AND MAINTENANCE COSTS, MINIMIZE ENERG

Appropriation History:

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

Total Appropriation History:

79,500,000

Year	Bond Act #	Amount	Issued	Description
15	240	0	0	
15	235	1,840,000	1,830,000	ACQUISITION OF 80 BOWMAN AVENUE, VILLAGE OF RYE BROOK
15	204	460,000	460,609	147, 165 AND 175 RAILROAD AVENUE, BEDFORD HILLS ACQUISITION
15	267	284,000	284,376	ACQUISITION OF 322 KEAR STREET, YORKTOWN HEIGHTS
16	24	353,000	290,732	104 PINE STREET, CORTLANDT-COST OF ACQUISITION
16	21	197,000	191,659	27 WALDEN COURT, UNIT #M YORKTOWN - COST OF ACQUISITION
16	18	385,000	0	164 PHYLLIS COURT, YORKTOWN - COST OF ACQUISITION
16	56	400,220	388,541	9 WATSON ST-CORTLANDT
16	231	2,009,980	1,999,980	200 READER'S DIGEST ROAD CHAPPAQUA AFFIRMATIVELY FURTHERING AFFORDABLE HOUSING AMEND
16	53	219,050	0	18 MINKEL RD OSSINING
16	59	210,800	211,079	5 STANLEY AVE - OSSINING
16	50	228,800	207,287	112 VILLAGE RD YORKTOWN
17	172	1,250,000	1,250,000	ACQUISITION OF LAND AT 1847 CROMPOND ROAD PEEKSKILL
17	142	2,600,000	2,312,500	ACQUISITION OF LAND LOCATED ON ROUTE 22 IN LEWISBORO
17	209	0	0	PURCHASE OF LAND AT 501 BROADWAY IN VILLAGE OF BUCHANAN
18	77	2,100,000	2,100,000	PURCHASE OF LAND LOCATED AT 65 LAKE STREET IN WHITE PLAINS FOR FAIR HOUSING
18	186	3,000,000	3,000,000	PURCHASE OF REAL PROPERTY AT 25 SOUTH REGENT STREET IN PORT CHESTER TO FURTHER FAIR HOUSING
18	159	1,000,000	1,000,000	PURCHASE OF PROPERTY LOCATED AT HALSTEAD AVENUE TO SUPPORT DEVELOPMENT OF AFFORDABLE HOUSING
18	155	0	0	PURCHASE PROPERTY TO SUPPORT DEVLOPMENT OF AFFORDABLE HOUSING UNITS IN NEW ROCHELLE
18	123	787,500	787,508	PURCHASE PROPERTY AT 5 HUDSON STREET IN YONKERS TO PRESERVE AFFORDABLE AFFH RENTAL UNITS
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19	171	306,000	305,325	FINANCE THE PURCHASE OF REAL PROPERTY, INCLUDING THREE UNIT RENTAL BUILDING AT 162 LINCOLN
19	182	1,375,000	0	

				DEVELOPMENT 62 MAIN STREET, TARRYTOWN
21	47	5,000,000	5,000,000	AFFORDABLE HOUSING - POINT ST AND RAVINE AVE YONKERS
21	178	3,000,000	0	AFFH 26 GARDEN ST NEW ROCHELLE
21	166	1,800,000	0	AFFH 51 MAPLE ST VILLAGE OF CROTON
21	93	1,400,000	0	AFFORDABLE AFFH UNITS - 76 LOCUST HILL AVE YONKERS
21	84	3,825,000	0	AFFORDABLE AFFH UNITS - GREENBURGH 1 DROMORE ROAD
21	190	5,000,000	0	500 MAIN STREET NEW ROCHELLE

Total Financing History:
53,361,350

Recommended By:

Department of Planning
WBB4

Date
08-22-2022

Department of Public Works
RJB4

Date
08-24-2022

Budget Department
LMY1

Date
09-15-2022

Requesting Department
WBB4

Date
09-15-2022

NEW HOMES LAND ACQUISITION II
(BPL30)

User Department : Planning

Managing Department(s) : Planning ;

Estimated Completion Date: TBD

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

FIVE YEAR CAPITAL PROGRAM (in thousands)

	Est Ult Cost	Appropriated	Exp / Obl	2022	2023	2024	2025	2026	Under Review
Gross	89,500	54,500	42,364	25,000	10,000				
Non County Share			(524)						
Total	89,500	54,500	41,840	25,000	10,000				

Project Description

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

Current Year Description

The current year request funds the continuation of this project.

Current Year Financing Plan

Year	Bonds	Cash	Non County Shares	Total
2022	25,000,000			25,000,000

Impact on Operating Budget

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

NEW HOMES LAND ACQUISITION II
(BPL30)

Appropriation History

Year	Amount	Description	Status
2014	5,000,000	Continuation of this project	COMPLETE
2016	2,500,000	Continuation of this project	COMPLETE
2017	7,200,000	Land acquisition for Mt Hope Plaza for Mt Hope Community Redevelopment Corp, located at 65 Lake St. White Plains and continuation of this project.	COMPLETE
2018	8,000,000	Continuation of this project.	COMPLETE
2019	5,000,000	Continuation of this project	COMPLETE
2020	10,000,000	Continuation of this project	PARTIALLY IN PROGRESS
2021	16,800,000	Continuation of this project	AWAITING BOND AUTHORIZATION
Total	54,500,000		

Prior Appropriations

	Appropriated	Collected	Uncollected
Bond Proceeds	54,500,000	36,055,609	18,444,391
Others		524,010	(524,010)
Total	54,500,000	36,579,619	17,920,381

NEW HOMES LAND ACQUISITION II
(BPL30)

Bonds Authorized

Bond Act		Amount	Date Sold	Amount Sold	Balance
204	15	460,000	12/15/17	388,647	(609)
			12/15/17	71,360	
			12/15/17	603	
235	15	1,840,000	12/15/16	1,830,000	10,000
240	15				
267	15	284,000	12/15/17	239,947	(376)
			12/15/17	44,057	
			12/15/17	372	
18	16	385,000			385,000
21	16	197,000	12/15/16	191,659	5,341
24	16	353,000	12/15/16	290,732	62,268
56	16	400,220	12/15/17	327,838	11,679
			12/15/17	60,194	
			12/15/17	509	
59	16	210,800	12/15/17	178,102	(279)
			12/15/17	32,701	
			12/15/17	276	
50	16	228,800	12/15/17	174,902	21,513
			12/15/17	32,114	
			12/15/17	271	
53	16	219,050			219,050
231	16	2,009,980	12/15/16	1,999,980	10,000
142	17	2,600,000			2,600,000
172	17	1,250,000	12/10/18	1,250,000	
209	17				
77	18	2,100,000	12/10/19	1,205,036	657,000
			12/10/19	237,964	
123	18	787,500	10/28/20	690,728	(8)
			10/28/20	96,780	
			10/28/20	26,688	
			10/28/20	(26,688)	
155	18				
159	18	1,000,000	12/10/19	835,090	

NEW HOMES LAND ACQUISITION II
(BPL30)

			12/10/19	164,910	
186	18	3,000,000	12/10/19	2,505,271	
			12/10/19	494,729	
68	19	1,765,000	12/10/19	1,473,935	
			12/10/19	291,065	
70	19	5,225,000	12/10/19	4,363,348	
			12/10/19	861,652	
150	19	2,340,000	10/28/20	2,052,449	(79,325)
			10/28/20	287,575	
			10/28/20	79,302	
171	19	306,000			306,000
182	19	1,375,000			1,375,000
206	20	5,000,000			5,000,000
47	21	5,000,000			5,000,000
84	21	3,825,000			3,825,000
93	21	1,400,000			1,400,000
166	21	1,800,000			1,800,000
178	21	3,000,000			3,000,000
190	21	5,000,000			5,000,000
Total		53,361,350		22,754,097	30,607,254

Westchester gov.com

Memorandum

Office of the County Executive
Michaelian Office Building

October 14, 2022

TO: Hon. Catherine Borgia, Chair
Hon. Nancy Barr, Vice Chair
Hon. Christopher Johnson, Majority Leader
Hon. Margaret Cunzio, Minority Leader

FROM: George Latimer
Westchester County Executive

RE: Message Requesting Immediate Consideration: **Act – Enter into Grant Agreements with NYSOFA: HIICAP and MIPPA.**

This will confirm my request that the Board of Legislators allow submission of the referenced communication to be submitted to the Board of Legislators October 17, 2022 Agenda.

Transmitted herewith for your review and approval is an Act which, if adopted by your Honorable Board, would authorize the County of Westchester (the "County"), acting by and through its Department of Senior Programs and Services (the "Department") to enter into two (2) grant agreements with NYSOFA: HIICAP and MIPPA.

Therefore, since this communication is of the utmost importance, it is respectfully submitted that the County Board of Legislators accepts this submission for October 17, 2022 "blue sheet" calendar.

Thank you for your prompt attention to this matter.

Westchester gov.com

George Latimer
County Executive

October 6, 2022

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

Dear Honorable Members of the Board of Legislators:

Transmitted herewith for your review and approval is an Act which, if adopted by your Honorable Board, would authorize the County of Westchester (the "County"), acting by and through its Department of Senior Programs and Services (the "Department") to enter into two (2) grant agreements (individually referred to as the "Grant Agreement," and collectively as the "Grant Agreements") with the State of New York, acting by and through its Office for the Aging ("NYSOFA"), to accept grant funds made available to the County under the Health Insurance Information, Counseling and Assistance Program ("HIICAP") and the Medicare Improvements for Patients and Providers Act ("MIPPA"), noting that both grants are comprised of federal and New York State funds, in the total aggregate not-to-exceed amounts set forth below:

Grant Amounts

HIICAP	MIPPA
$55,244	$52,972

There will be no inter-municipal agreements ("IMAs") for any services to be funded with the grants received from NYSOFA under the Grant Agreements. The HIICAP funding will be used by the Department to provide Information Contacts services. Similarly, the MIPPA funding will be used by the Department to provide Medicare Counseling services. Any necessary contracts will be submitted to the Board of Acquisition and Contract for approval.

The Grant Agreement for HIICAP will be for a term deemed to commence retroactively on April 1, 2022 and continuing through March 31, 2023, and the Grant Agreement for MIPPA will be for a term commencing retroactively on September 1, 2022 and continuing through August 31, 2023.

It should be noted that your Honorable Board has previously authorized the County to enter into similar agreements to accept federal and state grant funds made available to the County under the HIICAP and MIPPA pursuant to Act No. 91 – 2021, which was approved by your Honorable Board on May 24, 2021.

The Planning Department has advised that proposed Grant Agreement with NYSOFA described above do not meet the definition of an "action" under the State Environmental Quality Review Act, 6 NYCRR

part 617. Accordingly, no further environmental review is required. Please refer to the annexed memorandum from the Department of Planning dated January 14, 2022, which is on file with the Clerk of the Board of Legislators. As you know, your Honorable Board may use such expert advice to make its own conclusion.

The proposed Grant Agreements with NYSOFA are intended to benefit the County by assisting the County in the provision of grant-funded services to educate its residents about Medicare, Medicare Advantage plans and other health insurance issues. Accordingly, I believe the proposed Grant Agreements with NYSOFA are in the best interest of the County as it will save residents of Westchester County money by helping them access "Extra Help" programs.

Based on the foregoing, your favorable action on the annexed proposed Act is recommended.

Sincerely,

George Latimer
County Executive

GL/MC/SJ/CMC

HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER

Your Committee is in receipt of a communication from the County Executive recommending the approval of an act (the "Act") which would authorize the County of Westchester (the "County"), acting by and through its Department of Senior Programs and Services (the "Department"), to enter into two (2) grant agreements (individually referred to as the "Grant Agreement," and collectively as the "Grant Agreements") with the State of New York, acting by and through its Office for the Aging ("NYSOFA"), to accept grant funds made available to the County under the Health Insurance Information, Counseling and Assistance Program ("HIICAP") and the Medicare Improvements for Patients and Providers Act ("MIPPA"), noting that both grants are comprised of federal and New York State funds, in the total aggregate not-to-exceed amounts set forth below:

Grant Amounts

HIICAP	MIPPA
$55,244	$52,972

Your Committee has been advised that there will be no inter-municipal agreements ("IMAs") for any services to be funded with the grants received from NYSOFA under the Grant Agreements. The HIICAP funding will be used by the Department to provide Information Contacts services. Similarly, the MIPPA funding will be used by the Department to provide Medicare Counseling services. Any necessary services contracts will be submitted to the Board of Acquisition and Contract for approval.

Your Committee has been further advised that the Grant Agreement for HIICAP will be for a term deemed to commence retroactively on April 1, 2022 and continuing through March 31, 2023, and the Grant Agreement for MIPPA will be for a term commencing retroactively on September 1, 2022 and continuing through August 31, 2023.

Your Committee notes that this Honorable Board has previously authorized the County enter into similar grant agreements to accept federal and state grant funds made available to the County under the HIICAP and MIPPA pursuant to Act No. 91 – 2021, which was approved by your Honorable Board on May 24, 2021.

Your Committee is further advised by the Planning Department that the proposed Grant Agreements with NYSOFA described above do not meet the definition of an "action" under the State Environmental Quality Review Act, 6 NYCRR part 617. Please refer to the annexed memorandum from the Department of Planning dated January 14, 2022, which is on file with the Clerk of the Board of Legislators. Accordingly, the Planning Department recommends that no further environmental review is required, and your Committee concurs with this conclusion.

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

Your Committee has been advised that adoption of the proposed Act is necessary to effectively carry out these worthwhile programs. Accordingly, after due consideration, your Committee recommends adoption of the annexed Act.

Dated: , 2022
White Plains, New York

COMMITTEE ON

C: cmc/10.06.2022

FISCAL IMPACT STATEMENT

SUBJECT: MIPPA ☐ **NO FISCAL IMPACT PROJECTED**

OPERATING BUDGET IMPACT

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

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

B) EXPENSES AND REVENUES

Total Current Year Cost $ 52972

Total Current Year Revenue $ 52972

Source of Funds (check one): ☒ Current Appropriations

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

Identify Accounts: 263-85-T-962

Potential Related Operating Budget Expenses: Annual Amount $ 0

Describe:

Potential Related Revenues: Annual Amount $ 52972

Describe: Funding received from NYS and the Federal Government for Medicare Improvements for Patients and Providers Act.

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

Current Year: The Department would not be able to provide outreach and assistance to Medicare beneficiaries with limited incomes who may be eligible for the Medicare Part D Subsidy Program or the Medicare Savings Program.

Next Four years:

Estimated to be same as above each year.

Prepared by: Sandra Brown

Title: Director of Program Development II

Department: Senior Programs & Svcs.

DJO **Reviewed By:**

Budget Director

10/11/22

If you need more space, please attach additional sheets.

FISCAL IMPACT STATEMENT

SUBJECT: HIICAP ☐ **NO FISCAL IMPACT PROJECTED**

OPERATING BUDGET IMPACT

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

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

B) EXPENSES AND REVENUES

Total Current Year Cost $ 55244

Total Current Year Revenue $ 55244

Source of Funds (check one): ☒ Current Appropriations

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

Identify Accounts: 263-85-T945

Potential Related Operating Budget Expenses: Annual Amount $ 0

Describe:

Potential Related Revenues: Annual Amount $ 55244

Describe: Funding received from the Federal Government for the Health Insurance Information, Counseling and Assistance Program

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

Current Year: The Department would not be able to provide counseling and information on all health insurance programs for seniors including Medicare and HMOs.

Next Four years:

Estimated to be same as above each year.

Prepared by: Sandra Brown

Title: Director of Program Development II

Department: Senior Programs & Svcs.

Reviewed By: Budget Director

10/11/22

If you need more space, please attach additional sheets.

Westchester gov.com

Memorandum
Department of Planning

TO: George Latimer, County Executive
Kenneth Jenkins, Deputy County Executive
John Nonna, County Attorney

FROM: David Kvinge, AICP, RLA, CFM
Director of Environmental Planning

DATE: January 14, 2022

SUBJECT: **ACTIVITIES NOT SUBJECT TO STATE ENVIRONMENTAL QUALITY REVIEW**

As required by the New York State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617 ("SEQR"), the Board of Legislators ("BOL") is the body that must assess the environmental significance of all actions that the BOL has discretion to approve, fund or directly undertake. The Planning Department has historically conducted the necessary environmental review for the BOL to undertake its responsibility under SEQR. Additionally, contracts going before the Board of Acquisition and Contracts ("BAC") must be reviewed for conformance with SEQR.

Pursuant to Section 617.2(b) of SEQR, "Actions" are defined as:

(1) projects or physical activities, such as construction or other activities that may affect the environment by changing the use, appearance or condition of any natural resource or structure, that:
    (i) are directly undertaken by an agency; or
    (ii) involve funding by an agency; or
    (iii) require one or more new or modified approvals from an agency or agencies;
(2) agency planning and policy making activities that may affect the environment and commit the agency to a definite course of future decisions;
(3) adoption of agency rules, regulations and procedures, including local laws, codes, ordinances, executive orders and resolutions that may affect the environment; and
(4) any combinations of the above.

As part of the Planning Department's ongoing review of its processes, we are streamlining the process for SEQR review and related document preparation for the BOL and BAC. The most effective method to achieve a more timely SEQR review is to create a list of categories of activities **that do not meet the definition of an "action"** as defined in SEQR. This list (attached) references activities that are routine and which do not change the use, appearance or condition of any natural resource or structure, nor do they involve policies or regulations that may affect the environment. The creation of this list in no way eliminates the BOL's or BAC's

responsibilities under SEQR. Rather, it establishes a workflow for items that are routine and do not, under the law, require environmental review.

Accordingly, the Planning Department advises that no environmental review is required and no SEQR documentation is necessary for submission with BOL legislation or with resolutions or contracts requiring BAC approval regarding activities on the attached list.

County departments and agencies may reference this memorandum in the legislation in order to document compliance with SEQR for actions listed herein. As such, this memorandum should be kept on file with the Clerk of the Board of Legislators. Legislation should include a statement similar to the following: "The proposed project does not meet the definition of an action under New York State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617. Please refer to the memorandum from the Department of Planning dated January 14, 2022, which is on file with the Clerk of the Board of Legislators."

This memorandum will be distributed to all Commissioners as part of County operations.

Please contact me if you have any questions.

Att.

cc: Malika Vanderberg, Clerk and Chief Administrative Officer to the Board of Legislators
Joan McDonald, Director of Operations
Andrew Ferris, Chief of Staff
Steve Bass, Director of Intergovernmental Relations
Paula Friedman, Assistant to the County Executive
Stacey Dolgin-Kmetz, Chief Deputy County Attorney
Tami Altschiller, Assistant Chief Deputy County Attorney
Norma Drummond, Commissioner of Planning

ACTIVITIES THAT DO NOT MEET THE DEFINITION OF AN "ACTION" PURSUANT TO SEQR AND ARE, CONSEQUENTLY, NOT SUBJECT TO SEQR

1. BUDGETS AND AMENDMENTS
   - Municipal budgets and amendments to them – The budgeting process merely sets aside funds without a commitment to their expenditure. Operating expenditures are typically for government-related activities that would also not meet the definition of an action. Even the establishment of the Capital Budget is not subject to SEQR because many of the capital projects are usually not definitive enough with respect to potential impacts to be reviewable at the time the budget is adopted. However, any subsequent authorization, such as bonding, to undertake a particular capital project is an action that requires SEQR compliance before it may be approved.
   - The transfer of funds within the County operating and capital budgets for the purpose of balancing accounts – It is understood that these actions are purely budgetary, where accounts with excess funds are moved to accounts with existing or anticipated deficits. It is further understood that the activities covered by these accounts have either already occurred or been reviewed in accordance with SEQR, are Type II actions or actions that are not subject to SEQR, or are actions that will require future approval prior to being undertaken, at which time further SEQR review may be appropriate.
   - Rescissions or reduction of bond acts to cancel unspent funds.

2. SERVICES
   - Consultant services – Contracts or agreements that provide for administrative services, training, reports for Boards and Commissions, but not including studies or design of physical improvements, which has been listed under SEQR as Type II.
   - Social Services – Actions or agreements that provide services to persons in need, such as employment assistance, family/domestic intervention and respite care.
   - Youth services – Actions or agreements that provide for youth services, such as a Resource Allocation Plan, Invest-in-Kids Program, after-school programs, camp programs and head-start programs.
   - Senior programs & services – Actions or agreements that provide for services to seniors, such as provision of information/education, home care, nutrition & transportation assistance, caregiver support, and acceptance of federal and state grants providing for such services (e.g., OAA Title III grants and NYSOFA grants, including CSE, CSI, CRC, EISEP, NYSTP, WIN & NSIP).
   - Public Safety services – programs that promote public safety, such as STOP-DWI, Police Night Out, and intermunicipal agreements (IMAs) for shared training, equipment and response to emergencies.
   - Fire services – Fire district IMAs for shared training, equipment and response to emergencies.
   - Legal services – Contracts for outside counsel, litigation or associated monetary settlements.

- Medical Services – Contracts with medical providers for medical examinations, testing, vaccinations or medical treatment of County employees or the public.
- Mental Health Services – Contracts with agencies to provide treatment, services or education related to mental health.

3. PERSONNEL MATTERS
   - Actions related to employment or employees.
   - Contracts for temporary staff assistance.
   - Legislation pertaining to establishment and membership of boards and commissions.

4. FINANCES
   - Tax Anticipation Notes.
   - Bond acts to finance tax certiorari payments.
   - Banking contracts/agreements for money management services.
   - Mortgage tax receipts disbursements (County Clerk).
   - Refinancing of affordable housing mortgages.
   - Payment in Lieu of Taxes (PILOT) agreements.

5. LAWS
   - New laws or amendments of existing laws that regulate the sale or use of products for the protection of public health.
   - New laws or amendments of existing laws that regulate businesses for the protection of consumers.
   - Pertaining to consumer protection, not including professional licensing, which have been classified as Type II.
   - Pertaining to animal welfare, excluding regulations involving habitat management.
   - Pertaining to public safety.
   - Pertaining to taxation, such as establishment of new taxes or tax exemptions.
   - Pertaining to establishment or modification of fees.
   - Pertaining to notices, publications and record keeping.
   - Pertaining to hiring or contracting procedures.
   - Pertaining to the functioning of County government, such as term limits, board appointments, etc. that do not impact the environment.

6. MISCELLANEOUS
   - Amendments to existing agreements for changes in name or consultants.
   - Education/training programs, contracts for clinical instruction.
   - Prisoner Transport IMAs.
   - Tourism Promotion Agency designation.
   - Software licenses.

- IMAs for temporary housing in existing facilities (homeless, inmate, troubled youths, domestic violence victims).

WCDP
JAN 2022

ACT NO. 2022 --

AN ACT authorizing the County of Westchester to enter into grant agreements with the State of New York, acting by and through its Office for the Aging, to accept grant funds under the Health Insurance Information, Counseling and Assistance Program ("HIICAP") and the Medicare Improvements for Patients and Providers Act ("MIPPA"), noting that both grants are comprised of federal and New York State funds.

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

Section 1. The County of Westchester (the "County") be and hereby is authorized to enter into two (2) grant agreements (individually referred to as the "Grant Agreement," and collectively as the "Grant Agreements") with the State of New York, acting by and through its Office for the Aging ("NYSOFA"), to accept grant funds made available to the County under the Health Insurance Information, Counseling and Assistance Program ("HIICAP") and the Medicare Improvements for Patients and Providers Act ("MIPPA"), noting that both grants are comprised of federal and New York State funds, in the total aggregate not-to-exceed amounts set forth below:

Grant Amounts

HIICAP	MIPPA
$55,244	$52,972

The HIICAP funding will be used by the Department to provide Information Contacts services. The MIPPA funding will be used by the Department to provide Medicare Counseling services.

§2. The Grant Agreement for HIICAP will be for a term deemed to commence retroactively on April 1, 2022 and continuing through March 31, 2023, and the Grant Agreement for MIPPA will be for a term commencing on September 1, 2022 and continuing through August 31, 2023.

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

§4. This Act shall take effect immediately.

ACT NO. 2022 --

AN ACT authorizing the County of Westchester to enter into grant agreements with the State of New York, acting by and through its Office for the Aging, to accept grant funds under the Health Insurance Information, Counseling and Assistance Program ("HIICAP") and the Medicare Improvements for Patients and Providers Act ("MIPPA"), noting that both grants are comprised of federal and New York State funds.

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

§4. This Act shall take effect immediately.

Westchester gov.com

Memorandum

Office of the County Executive
Michaelian Office Building

October 14, 2022

TO: Hon. Catherine Borgia, Chair
Hon. Nancy Barr, Vice Chair
Hon. Christopher Johnson, Majority Leader
Hon. Margaret Cunzio, Minority Leader

FROM: George Latimer
Westchester County Executive

RE: Message Requesting Immediate Consideration: **Bond Act – RD017 – Material Recovery Facility and Transfer Station Rehabilitation.**

This will confirm my request that the Board of Legislators allow submission of the referenced communication to be submitted to the Board of Legislators October 17, 2022 Agenda.

Transmitted herewith for your review and approval is a Bond Act which, if adopted, would authorize the County of Westchester ("County") by and on behalf of the Refuse Disposal District #1 ("District") to issue bonds in the amount of $1,000,000 in connection with the following capital project: RD017.

Therefore, since this communication is of the utmost importance, it is respectfully submitted that the County Board of Legislators accepts this submission for October 17, 2022 "blue sheet" calendar.

Thank you for your prompt attention to this matter.

Westchester gov.com

George Latimer
County Executive

October 12, 2022

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

Dear Members of the Board of Legislators:

Transmitted herewith for your review and approval is a Bond Act ("Bond Act") which, if adopted, would authorize the County of Westchester ("County") by and on behalf of the Refuse Disposal District #1 ("District") to issue bonds in the amount of $1,000,000 in connection with the following capital project:

RD017 – Material Recovery Facility and Transfer Station Rehabilitation ("RD017").

The Bond Act, in the amount of $1,000,000, would authorize the County to issue bonds to finance the cost of design and construction management for various improvements to the District's Daniel P. Thomas Material Recovery Facility ("MRF") and Yonkers Thruway Transfer Station, co-located at 1A Stew Leonard Drive, Yonkers, NY, in and for the County's Refuse Disposal District No. 1, including, but not limited to, upgrading the electrical, lighting, building safety, HVAC and roofing systems.

The Department of Environmental Facilities ("Department") has advised that the roofs of the co-located facilities have reached the end of their useful lives and require complete replacement. Related building systems located on the roofs must also be addressed during the roof replacement. These include, but are not limited to: HVAC, skylights for emergency ventilation, the current dust mitigation system, and stormwater leads. This roofing design will take a holistic approach to address all mechanics and repair/replacements necessary for continued operation, and aim to ensure that roof systems are managed simultaneously for maximum cost savings. The roof design will also improve structural stability to permit exploration of solar panel installation, should the same be deemed feasible and appropriate in the future.

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

The Department has further advised that this component of RD017 has previously received approval by the New York State Comptroller ("Comptroller") in accordance with Section 268 of the New York State County Law by an Order of the Comptroller dated January 26, 2018.

It should be noted that your Honorable Board has previously authorized the County to issue bonds to finance RD017 as indicated in the annexed fact sheet.

The Planning Department has advised that based on its review, RD017 has been 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 further environmental review is required. As you know, your Honorable Board may use such expert advice to reach its own conclusion.

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

Sincerely,

George Latimer
County Executive

Attachments

Reference RD017

HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER, NEW YORK

Your Committee is in receipt of a transmittal from the County Executive recommending approval by the County of Westchester ("County") of a bond act ("Bond Act") in the amount of $1,000,000 to finance capital project RD017 – Material Recovery Facility and Transfer Station Rehabilitation ("RD017"). The Bond Act, which was prepared by the law firm Norton Rose Fulbright, will finance the cost of design and construction management for various improvements to the District's Daniel P. Thomas Material Recovery Facility ("MRF") and Yonkers Thruway Transfer Station, co-located at 1A Stew Leonard Drive, Yonkers, NY, in and for the County's Refuse Disposal District No. 1, including, but not limited to, upgrading the electrical, lighting, building safety, HVAC and roofing systems.

The Department of Environmental Facilities ("Department") has advised that the roofs of the co-located facilities have reached the end of their useful lives and require complete replacement. Related building systems located on the roofs must also be addressed during the roof replacement. These include, but are not limited to: HVAC, skylights for emergency ventilation, the current dust mitigation system, and stormwater leads. This roofing design will take a holistic approach to address all mechanics and repair/replacements necessary for continued operation, and aim to ensure that roof systems are managed simultaneously for maximum cost savings. The roof design will also improve structural stability to permit exploration of solar panel installation, should the same be deemed feasible and appropriate in the future.

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

The Department has further advised that this component of RD017 has previously received approval by the New York State Comptroller ("Comptroller") in accordance with Section 268 of the New York State County Law by an Order of the Comptroller dated January 26, 2018.

It should be noted that your Honorable Board has previously authorized the County to issue bonds to finance RD017 as indicated in the annexed fact sheet.

The Planning Department has advised your Committee that based on its review, RD017 has been 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 further environmental review is required. Your Committee has reviewed the annexed SEQR documentation and concurs with this conclusion.

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:MG:9-23-22

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: RD017 [ ] **NO FISCAL IMPACT PROJECTED**

SECTION A - CAPITAL BUDGET IMPACT
To Be Completed by Budget

[ ] GENERAL FUND [ ] AIRPORT FUND [X] SPECIAL DISTRICTS FUND

Source of County Funds (check one): [X] Current Appropriations

[ ] Capital Budget Amendment

SECTION B - BONDING AUTHORIZATIONS
To Be Completed by Finance

Total Principal $ 1,000,000 **PPU** 5 **Anticipated Interest Rate** 3.30%

Anticipated Annual Cost (Principal and Interest): $ 218,747

Total Debt Service (Annual Cost x Term): $ 1,093,735

Finance Department: Interest rates from October 7, 2022 Bond Buyer - ASBA

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: 10

SECTION E - EXPECTED DESIGN WORK PROVIDER

[ ] County Staff [X] Consultant [ ] Not Applicable

Prepared by: CJ Gelardo

Title: Associate Engineer (Construction) 10/11/22

Department: DEF

Date: 10/7/22

Reviewed By: Budget Director

Date: 10/14/22

Westchestergov.com

Memorandum
Department of Planning

TO: Michelle Greenbaum, Senior Assistant County Attorney
Jeffrey Goldman, Senior Assistant County Attorney

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

DATE: October 3, 2022

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT: RD017 Material Recovery Facility And Transfer Station Rehabilitation**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on 09-22-2022 (Unique ID: 2017)

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

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

COMMENTS: It is noted that funds for construction management will not be expended unless the County approves funding for construction of the project. Further environmental review will be conducted following completion of design and prior to approval of funding for construction

DSK/cnm
cc: Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Lawrence Soule, Budget Director
Tami Altschiller, Assistant Chief Deputy County Attorney
Meslissa-Jean Rotini, Assistant Commissioner, Dept. of Environmental Facilities
Lorraine Marzola, Associate Budget Director
Kelly Sheehan, Assistant Commissioner
William Brady, Chief Planner
Michael Lipkin, Associate Planner
Claudia Maxwell, Associate Environmental Planner

ACT NO. _____ - 2022

BOND ACT DATED _____, 2022.

A BOND ACT AUTHORIZING THE ISSUANCE OF $1,000,000 BONDS OF THE COUNTY OF WESTCHESTER, NEW YORK, TO PAY THE COSTS OF DESIGN AND CONSTRUCTION MANAGEMENT FOR VARIOUS IMPROVEMENTS TO THE MATERIAL RECOVERY FACILITY AND THRUWAY TRANSFER CENTER IN AND FOR THE COUNTY'S REFUSE DISPOSAL DISTRICT NO. 1.

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

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

WHEREAS, all other 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 Refuse Disposal District No. 1; NOW, THEREFORE,

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

Section 1. For paying the $1,000,000 estimated maximum cost of design and construction management for various improvements to the Material Recovery Facility and Thruway Transfer Center, a specific object or purpose or purposes, in and for the County's Refuse Disposal District No. 1, including, but is not limited to, upgrading the electrical, lighting, building safety, HVAC and roofing systems, and incidental expenses in connection therewith, there are hereby authorized to be issued $1,000,000 bonds of said County pursuant to the provisions of the Local Finance Law. To the extent that the details of the aforesaid specific object or purpose or purposes

set forth in this act are inconsistent with any details set forth in the 2022 Capital Budget of the County, such Budget shall be deemed and is hereby amended to the extent inconsistent herewith.

Section 2. It is hereby determined that the estimated maximum cost of the aforesaid specific object or purpose or purposes is $1,000,000, and that the plan for the financing thereof is by the issuance of the $1,000,000 bonds of said County authorized to be issued pursuant to this Bond Act.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose 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 Refuse Disposal District No. 1, or other sources, there shall annually be levied on all the taxable real property of said County a tax sufficient to pay the principal of and interest on such obligations as the same become due and payable.

Section 6. Such bonds shall be in fully registered form and shall be signed in the name of the County by the manual or facsimile signature of the Commissioner of Finance and a facsimile

of the corporate seal shall be imprinted or impressed thereon and may be attested by the manual or facsimile signature of the County Clerk.

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

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

Section 9. The power to issue and sell notes to the New York State Environmental Facilities Corporation pursuant to Section 169.00 of the Local Finance Law is hereby delegated to the Commissioner of Finance. Such notes shall be of such terms, form and contents as may be prescribed by said Commissioner of Finance consistent with the provisions of the Local Finance Law.

Section 10. The Commissioner of Finance is hereby further authorized, at the sole discretion of the Commissioner of Finance, to execute a project financing and loan agreement, and any other agreements with the New York State Department of Environmental Conservation and/or the New York State Environmental Facilities Corporation, including amendments thereto, and including any instruments (or amendments thereto) in the effectuation thereof, in order to effect the financing or refinancing of the specific object or purpose 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 serial bonds and, or notes without resorting to further action of this Board of Legislators.

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

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

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

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

(2) The provisions of law which should be complied with at the date of publication of this Bond Act are not substantially complied with,

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

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

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

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

[Section 16. No obligations authorized hereby shall be issued until the County shall complete proceedings under Section 268 of the County Law, and shall have determined, after a public hearing held thereunder, that the undertaking of the improvements to the County's Refuse Disposal District No. 1 contemplated hereby is in the public interest. No expenditure for aforesaid specific object or purpose or purposes shall be made unless the State Comptroller has consented thereto as required by Section 268 of the County Law.]

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

AYES:

NOES:

ABSENT:

The Bond Act was thereupon declared duly adopted.

* * * *

APPROVED BY THE COUNTY EXECUTIVE

_____

Date: _____, 2022

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

I, the undersigned Clerk and Chief Administrative Officer 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 _____, 2022, 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, pursuant to Section 103 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public.

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 _____, 2022.

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

(CORPORATE
SEAL)

69821160.1

LEGAL NOTICE

A Bond Act, a summary of which is published herewith, has been adopted by the Board of Legislators on _____, 2022 and approved by the County Executive on _____, 2022 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 and Chief Administrative Officer 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. _____-2022

A BOND ACT AUTHORIZING THE ISSUANCE OF $1,000,000 BONDS OF THE COUNTY OF WESTCHESTER, NEW YORK, TO PAY THE COSTS OF DESIGN AND CONSTRUCTION MANAGEMENT FOR VARIOUS IMPROVEMENTS TO THE MATERIAL RECOVERY FACILITY AND THRUWAY TRANSFER CENTER IN AND FOR THE COUNTY'S REFUSE DISPOSAL DISTRICT NO. 1.

specific object or purpose or purposes:	costs of design and construction management for various improvements to the Material Recovery Facility and Thruway Transfer Center in and for the County's Refuse Disposal District No. 1, including incidental expenses in connection therewith
period of probable usefulness:	five years
amount of obligations to be issued:	$1,000,000

Dated: _____, 2022
White Plains, New York

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

Project ID:*	☐ CBA	Fact Sheet Date:*
RD017		09-07-2022
Fact Sheet Year:*	**Project Title:***	**Legislative District ID:**
2022	MATERIAL RECOVERY FACILITY AND TRANSFER STATION REHABILITATION	1, 17, 16, 15, 14, 13, 12, 11, 10, 9, 8, 7, 6, 5, 4, 3, 2,
Category*	**Department:***	**CP Unique ID:**
REFUSE DISPOSAL	ENVIRONMENTAL FACILITIES	2017

Overall Project Description

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

☒ Best Management Practices	☒ Energy Efficiencies	☒ Infrastructure
☒ Life Safety	☐ Project Labor Agreement	☐ Revenue
☐ Security	☐ Other	

FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2022	2023	2024	2025	2026	Under Review
Gross	37,680	27,680	0	0	0	0	0	10,000
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	37,680	27,680	0	0	0	0	0	10,000

Expended/Obligated Amount (in thousands) as of : 4,567

Current Bond Description: Design and Construction management services for upgrading the electrical, lighting, building safety, HVAC, and roofing systems at the Material Recovery Facility (MRF) and Thruway Transfer Center.

Financing Plan for Current Request:

Non-County Shares:	$ 0
Bonds/Notes:	1,000,000
Cash:	0
Total:	**$ 1,000,000**

SEQR Classification:

TYPE II

Amount Requested:

1,000,000

Comments:

Energy Efficiencies:

NEW EQUIPMENT WILL BE MORE ENERGY EFFICIENT THAN EXISTING EQUIPMENT.

Year	Amount	Description
2013	450,000	DESIGN AND CONSTRUCTION MANAGEMENT - WHITE PLAINS
2014	1,700,000	CONSTRUCTION - WHITE PLAINS
2015	5,800,000	FUNDS ADDITIONAL CONSTRUCTION COSTS
2018	6,000,000	CONSTRUCTION.
2019	13,730,000	FUNDS CONSTRUCTION

Total Appropriation History:
27,680,000

Financing History:

Year	Bond Act #	Amount	Issued	Description
14	58	0	0	LEACHATE COLLECTION SYSTEM - OVERNIGHT HAULAGE VEHICLE STAGING AREA
17	32	4,050,000	0	LEACHATE COLLECTION SYSTEM - OVERNIGHT HAULAGE VEHICLE STAGING AREA
19	99	7,500,000	3,840,800	DESIGN/CONSTRUCTION FOR LEACHATE COLLECTION SYSTEM AT MRF IN YONKERS
19	100	0	0	NARROWS SCOPE OF WORK TO DESIGN AND CONSTRUCTION AT WHITE PLAINS TRANSFER STATION ONLY
20	85	300,000	0	COST OF STUDY TO EVALUATE ALL BUILDING SYSTEMS AND EQUIPMENTS AT MATERIAL RECOVERY FACILITY, YONKERS

Total Financing History:
11,850,000

Recommended By:

Department of Planning	**Date**
WBB4	09-22-2022
Department of Public Works	**Date**
RJB4	09-23-2022
Budget Department	**Date**
LMY1	09-23-2022
Requesting Department	**Date**
JWBA	09-23-2022

MATERIAL RECOVERY FACILITY AND TRANSFER STATION REHABILITATION (RD017)

User Department : Environmental Facilities

Managing Department(s) : Environmental Facilities ;

Estimated Completion Date: TBD

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

FIVE YEAR CAPITAL PROGRAM (in thousands)

	Est Ult Cost	Appropriated	Exp / Obl	2022	2023	2024	2025	2026	Under Review
Gross	37,680	27,680	4,558						10,000
Non County Share									
Total	37,680	27,680	4,558						10,000

Project Description

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

Current Year Description

There is no current year request.

Impact on Operating Budget

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

Appropriation History

Year	Amount	Description	Status
2013	450,000	Design and construction management - White Plains	DESIGN
2014	1,700,000	Construction - White Plains	DESIGN
2015	5,800,000	Funds additional construction costs	$1,900,000 - White Plains - DESIGN ; $3,900,000 - Yonkers - DESIGN
2018	6,000,000	Construction.	$3,600,000 - Yonkers - DESIGN; $300,000 - STUDY IN PROGRESS; $2,100,000 - Phase II - AWAITING BOND AUTHORIZATION
2019	13,730,000	Funds construction	AWAITING BOND AUTHORIZATION
Total	27,680,000		

Prior Appropriations

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

MATERIAL RECOVERY FACILITY AND TRANSFER STATION REHABILITATION
(RD017)

Bonds Authorized

Bond Act		Amount	Date Sold	Amount Sold	Balance
58	14				
32	17	4,050,000			4,050,000
99	19	7,500,000	12/10/19	398,154	6,403,003
			12/10/19	29,471	
			04/30/20	669,372	
100	19				
85	20	300,000			300,000
Total		11,850,000		1,096,997	10,753,003

Westchester gov.com

Memorandum

Office of the County Executive
Michaelian Office Building

October 14, 2022

TO: Hon. Catherine Borgia, Chair
Hon. Nancy Barr, Vice Chair
Hon. Christopher Johnson, Majority Leader
Hon. Margaret Cunzio, Minority Leader

FROM: George Latimer
Westchester County Executive

RE: Message Requesting Immediate Consideration: **Act - Amending Grant Agreements with NYSOFA.**

This will confirm my request that the Board of Legislators allow submission of the referenced communication to be submitted to the Board of Legislators October 17, 2022 Agenda.

Transmitted herewith for your review and approval is an Act which, if adopted, would authorize the County of Westchester (the "County"), acting by and through its Department of Senior Programs and Services (the "Department"), to retroactively amend grant agreements (the "Grant Agreements") with the New York State Office for the Aging ("NYSOFA"), which provided the County with funding under the Community Services for the Elderly Program ("CSE") and the Unmet Need Program ("UNMET NEED").

Therefore, since this communication is of the utmost importance, it is respectfully submitted that the County Board of Legislators accepts this submission for October 17, 2022 "blue sheet" calendar.

Thank you for your prompt attention to this matter.

Westchester gov.com

George Latimer
County Executive

October 12, 2022

Westchester County Board of Legislators
800 Michaelian Office Building
White Plains, New York 10601
Dear Honorable Members of the Board of Legislators:

Transmitted herewith for your review and approval is an Act which, if adopted, would authorize the County of Westchester (the "County"), acting by and through its Department of Senior Programs and Services (the "Department"), to retroactively amend grant agreements (the "Grant Agreements") with the New York State Office for the Aging ("NYSOFA"), which provided the County with funding under the Community Services for the Elderly Program ("CSE") and the Unmet Need Program ("UNMET NEED"), for a term commencing retroactive to April 1, 2022 and continuing through March 31, 2023, by increasing the amount of CSE funding by $44,951 and the amount of UNMET NEED funding by $85,000.

By way of background, on April 25, 2022 by Act No. 39-2022, your Honorable Board authorized the County, *inter alia,* to enter into various grant agreements with NYSOFA to accept grant funds made available to the County from New York State under the CSE and UNMET NEED programs, among others. NYSOFA recently informed the Department that it has increased funding for the April 1, 2022 through March 31, 2023 term for the CSE grant by $44,951 and for the UNMET NEED grant by $85,000. In order for the County to receive the additional funding, it will be necessary to retroactively amend the CSE and UNMET NEED Grant Agreements, as follows:

	CSE	UNMET NEED
Original Grant Amount	$1,575,319	$951,658
Amount of increase	+$44,951	+$85,000
Amended Grant Amount	$1,620,270	$1,036,658

The additional funds under the CSE grant will be retained by the Department for direct services to seniors. Of the $85,000 in additional UNMET NEED funds, $43,222 will be utilized to increase funding under existing agreements with various home-care agencies, which agreements are not IMAs and as such do not require approval by your Honorable Board to amend. The additional $41,778 in UNMET NEED funds will be retained by the Department to provide direct services to seniors.

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

The Planning Department has advised that based on its review, the proposed amendments to the CSE and UNMET NEED Grant Agreements with NYSOFA do not meet the definition of an "action" under the State Environmental Quality Review Act, 6 NYCRR part 617. As such, no

environmental review is required. Please refer to the memorandum from the Department of Planning dated January 14, 2022, which is on file with the Clerk of the Board of Legislators.

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

Sincerely,

George Latimer
County Executive

GL/MC/SJ/jg
Attachments

HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER

Your Committee is in receipt of a communication from the County Executive recommending the approval of an Act which, if adopted, would authorize the County of Westchester (the "County"), acting by and through its Department of Senior Programs and Services (the "Department"), to retroactively amend grant agreements (the "Grant Agreements") with the New York State Office for the Aging ("NYSOFA") which provided the County with funding under the Community Services for the Elderly Program ("CSE") and the Unmet Need Program ("UNMET NEED"), for a term commencing retroactive to April 1, 2022 and continuing through March 31, 2023, by increasing funding under the CSE grant by $44,951 and under the UNMET NEED grant by $85,000

Your Committee is advised that on April 25, 2022 by Act No. 39-2022 (the "Act"), your Honorable Board authorized the County, *inter alia,* to enter into various grant agreements with NYSOFA to accept grant funds made available to the County from New York State under the CSE and UNMET grant programs, among others. NYSOFA recently informed the Department that it has increased funding for the April 1, 2022 through March 31, 2023 term for the CSE grant by $44,951 and for UNMET NEED grant by $85,000. In order for the County to receive the additional funding, it will be necessary to retroactively amend the CSE and UNMET NEED Grant Agreements, as follows:

	CSE	UNMET NEED
Original Grant Amount	$1,575,319	$951,658
Amount of increase	+$44,951	+$85,000
Amended Grant Amount	$1,620,270	$1,036,658

Your Committee is advised that the additional funds under CSE will be retained by the Department to provide direct services to seniors. Of the $85,000 in additional UNMET NEED funds, $43,222 will be utilized to increase funding under existing agreements with various home-care agencies, which agreements are not IMAs and as such do not require approval by your Honorable Board to amend. The additional $41,778 in UNMET NEED funds will be retained by the Department to provide direct services to seniors.

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

The Planning Department has advised that based on its review, the proposed amendments to the CSE and UNMET NEED Grant Agreements with NYSOFA do not meet the definition of an "action" under the State Environmental Quality Review Act, 6 NYCRR part 617. As such, no environmental review is required. Please refer to the memorandum from the Department of Planning dated January 14, 2022, which is on file with the Clerk of the Board of Legislators.

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

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

Dated: , 2022
White Plains, New York

COMMITTEE ON

C:jpg/9-16-2022

FISCAL IMPACT STATEMENT

SUBJECT: CSE ☐ **NO FISCAL IMPACT PROJECTED**

OPERATING BUDGET IMPACT

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

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

B) EXPENSES AND REVENUES

Total Current Year Cost $ 2155439

Total Current Year Revenue $ 1620270

Source of Funds (check one): ☒ Current Appropriations

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

Identify Accounts: 101-24-4957

263-85-T047

Potential Related Operating Budget Expenses: Annual Amount $ 535169

Describe: County Match Funds

Potential Related Revenues: Annual Amount $ 1620270

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

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

Current Year: The Department would not be able to provide Case Management, Information & Assistance; Senior Center Recreation & Education, Health Promotion, Transportation, Food Stamp, Counseling and volunteer programs to seniors in Westchester County.

Next Four years:

Estimated to be same as above each year.

Prepared by: Sandra Brown

Title: Director of Program Development II

Department: Senior Programs & Svcs.

Reviewed By:

Budget Director

10/6/22

If you need more space, please attach additional sheets.

FISCAL IMPACT STATEMENT

SUBJECT: UNMET ☐ **NO FISCAL IMPACT PROJECTED**

OPERATING BUDGET IMPACT

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

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

B) EXPENSES AND REVENUES

Total Current Year Cost $ 1036658

Total Current Year Revenue $ 1036658

Source of Funds (check one): ☒ Current Appropriations

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

Identify Accounts: 263-85-T1006

Potential Related Operating Budget Expenses: Annual Amount $ 0

Describe:

Potential Related Revenues: Annual Amount $ 1036658

Describe: Funding received from the New York State Office for the Aging to provide unmet need services to the Elderly.

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

Current Year: The Department would not be able to provide In Home Services, Case Management, Sr. Rec and Ed, Transportation, and InHome Contact & Support to seniors in Westchester.

Next Four years:

Estimated to be same as above each year.

Prepared by: Sandra Brown

Title: Director of Program Development II

Department: Senior Programs & Svcs.

Reviewed By:

Budget Director

10/12/22

If you need more space, please attach additional sheets.

ACT NO. – 2022

AN ACT authorizing the County of Westchester to retroactively amend 2022 - 2023 grant agreements with the New York State Office for the Aging under the Community Services for the Elderly Program ("CSE") and the Unmet Need Program ("UNMET NEED") by increasing the CSE funding by $44,951 and the UNMET NEED funding by $85,000.

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

Section 1. The County of Westchester (the "County"), acting by and through its Department of Senior Programs & Services, is hereby authorized to retroactively amend grant agreements (the "Grant Agreements") with the New York State Office for the Aging ("NYSOFA") which provided the County with funding under the Community Services for the Elderly Program ("CSE") and the Unmet Need Program ("UNMET NEED"), for a term commencing retroactive to April 1, 2022 and continuing through March 31, 2023, by increasing the CSE funding by $44,951 and the UNMET NEED funding by $85,000, as set forth below:

	CSE	UNMET NEED
Original Grant Amount	$1,575,319	$951,658
Amount of increase	+$44,951	+$85,000
Amended Grant Amount	$1,620,270	$1,036,658

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

§3. This Act shall take effect immediately.

Westchester gov.com

Memorandum

Office of the County Executive
Michaelian Office Building

October 14, 2022

TO: Hon. Catherine Borgia, Chair
Hon. Nancy Barr, Vice Chair
Hon. Christopher Johnson, Majority Leader
Hon. Margaret Cunzio, Minority Leader

FROM: George Latimer
Westchester County Executive

RE: Message Requesting Immediate Consideration: **Act & Resolution – Tourist Promotion Agency – 2023.**

This will confirm my request that the Board of Legislators allow submission of the referenced communication to be submitted to the Board of Legislators October 17, 2022 Agenda.

Transmitted herewith for your consideration and approval are an Act and a Resolution designating the Office of Tourism and Film as the County's official Tourist Promotion Agency for 2023.

Therefore, since this communication is of the utmost importance, it is respectfully submitted that the County Board of Legislators accepts this submission for October 17, 2022 "blue sheet" calendar.

Thank you for your prompt attention to this matter.

Westchester gov.com

George Latimer
County Executive

October 12, 2022

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

Dear Honorable Members of the Board of Legislators:

For the 2023 calendar year, as in previous years, the Westchester County Office of Tourism and Film is required by the New York State Division of Tourism to submit a County resolution that designates the Office of Tourism and Film as the County's official Tourist Promotion Agency ("TPA").

This TPA designation will allow the Office of Tourism and Film to receive a matching funds grant from New York State which will be used to market Westchester County as a tourism destination.

I have been advised that the New York State Tourist Promotion Act specifically requires the designation of a tourist promotion agency by the County's governing body and that such approval be in the form of a Resolution. As you are aware, Section 209.91(4) of the Laws of Westchester County requires approval by your Honorable Board for such matters by way of an Act. To satisfy the requirements of both the County and the State, your Honorable Board has been presented with a proposed Act and Resolution for your consideration and approval. Your Honorable Board has passed similar legislation, most recently by Act No. 209-2021 and Resolution No. 193-2021 for the calendar year 2022.

The Planning Department has advised that the proposed designation does not meet the definition of an action under New York State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617. As such, no environmental review is required. Please refer to the memorandum from the Department of Planning dated January 14, 2022, which is on file with the Clerk of the Board of Legislators.

Accordingly, I recommend and urge your Honorable Board to adopt the proposed Act and Resolution naming the Westchester County Office of Tourism and Film as Westchester County's official "TPA" for the period January 1, 2023 through December 31, 2023.

Sincerely,

George Latimer
County Executive

GL/NCC/jpg

HONORABLE BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER

Your Committee is in receipt of a communication from the County Executive requesting that the Westchester County Office of Tourism and Film be designated as the County's official Tourist Promotion Agency ("TPA") for the period from January 1, 2023 through December 31, 2023.

This TPA designation will allow the Office of Tourism and Film to receive a matching funds grant from New York State which will be used to market Westchester County as a tourism destination.

Your Committee has been advised that the New York State Tourist Promotion Act specifically requires the designation of a tourist promotion agency by the County's governing body and that such approval be in the form of a Resolution. As you are aware, Section 209.91(4) of the Laws of Westchester County requires approval by your Honorable Board for such matters by way of an Act. To satisfy the requirements of both the County and the State, your Honorable Board has been presented with a proposed Act and Resolution for your consideration and approval. Your Honorable Board has passed similar legislation, most recently by Act No. 209-2021 and Resolution No. 193-2021 for the calendar year 2022.

The Planning Department has advised that that the proposed designation does not meet the definition of an action under New York State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617. As such, no environmental review is required.

Please refer to the memorandum from the Department of Planning dated January 14, 2022, which is on file with the Clerk of the Board of Legislators.

Your Committee has been advised that passage of the attached Act and Resolution requires an affirmative vote of a majority of the members of your Honorable Board. Accordingly, your Committee recommends adoption of the proposed Act and Resolution.

Dated: , 2022
White Plains, New York

COMMITTEE ON

C: JPG 10.03.2022

FISCAL IMPACT STATEMENT

SUBJECT: Tourist Promotion Agency 2023 [ ] **NO FISCAL IMPACT PROJECTED**

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

[X] GENERAL FUND [ ] AIRPORT FUND [ ] SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense $ 55,000

Total Current Year Revenue $ 55,000

Source of Funds (check one): [X] Current Appropriations [ ] Transfer of Existing Appropriations

[ ] Additional Appropriations [ ] Other (explain)

Identify Accounts: Expense:101-11-0720-4912; Revenue: 263-11-432Y-9854

Potential Related Operating Budget Expenses: Annual Amount $55,000

Describe: An Act designating the Westchester County Office of Tourism as the Tourist Promotion Agency for Westchester County for the period from January 1, 2023 through December 31, 2023.

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: DJO Debra Ogden

Title: Sr. Budget Analyst

Department: Budget

Date: October 6, 2022

Reviewed By:

Budget Director

Date: 10/12/22

ACT NO. _____- 2022

AN ACT designating the Westchester County Office of Tourism and Film as the Tourist Promotion Agency for Westchester County for the period from January 1, 2023 through December 31, 2023.

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

Section 1. The Board of Legislators of the County of Westchester hereby designates the Westchester County Office of Tourism and Film as the Tourist Promotion Agency for Westchester County, as such an agency is defined in the New York State Tourist Promotion Act, for the period from January 1, 2023 through December 31, 2023.

§2. The attached Resolution, designating the Westchester County Office of Tourism and Film as the Tourist Promotion Agency for Westchester County, is hereby adopted.

§3. This Act shall take effect immediately.

RESOLUTION NO. - 2022

WHEREAS, the State of New York has made available to its counties "matching funds" for the promotion of tourism; and

WHEREAS, the New York State Tourist Promotion Act requires the legislature of each county to designate a Tourist Promotion Agency as the applicant for and the recipient of such funds; and

WHEREAS, the Westchester County Office of Tourism and Film is charged with the duty to promote tourism within Westchester County.

NOW, THEREFORE, be it hereby:

RESOLVED, that the Board of Legislators of the County of Westchester hereby designates the Westchester County Office of Tourism and Film as the Tourist Promotion Agency for Westchester County, as such an agency is defined in the New York State Tourist Promotion Act, for the period from January 1, 2023 through December 31, 2023.

Westchester gov.com

George Latimer
County Executive

Office of the County Attorney

John M. Nonna
County Attorney

October 11, 2022

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

Re: Legislation authorizing the County of Westchester (the "County") to commence an action, if necessary, against the Bronxville Scout Committee, Inc. (the "BSC") and/or any other necessary and appropriate parties, to eject it and/or any other said parties, from possession of certain County real property, which includes a cabin and a designated land area immediately surrounding it.

Dear Honorable Members of the Board:

This request, if enacted, would authorize the County, to commence an action, if necessary, against the BSC and/or any other necessary and appropriate parties, to eject it and/or any other said parties, from possession of certain County real property, which includes a cabin and a designated land area immediately surrounding it (the "subject premises").

The subject premises exists within a larger portion of County real property lying in the City of Yonkers and comprising part of the Bronx River Land Reservation informally known as Scout Field. The County real property within which the subject premises is located, has a City of Yonkers tax parcel designation of Section 1.9; Block 9005, Lot 50.

The County and the BSC have no written agreements between them regarding the cabin or any other part of the subject premises.

By letter from the County to the BSC dated June 3, 2020, the County informed the BSC that the County owned Scout Field, and that the BSC was only a licensee of the subject premises.

The County informed the BSC that its actions impinged on the County's rights as Scout Field's owner, and interfered with, if not damaged, other areas within Scout Field by violating the licensed area's conditions of use; specifically, that the BSC violated County Ordinance No. 5 by performing construction work without a permit, and erecting private property signs.

Michaelian Office Building
148 Martine Avenue, 6th Floor
White Plains, New York 10601

Telephone: 914-995-3630

Fax: 914- 995-3132*
*Please be advised that service by facsimile is not accepted.

The County demanded that the BSC remove the private property signs, and schedule a fire and safety inspection with it, and that the BSC correct any identified code violations, and "remove and/or remedy any improvements and conditions posing an increased risk to the County and park patrons."

By letter from the BSC to the County dated June 16, 2020, the BSC claimed ownership in perpetuity of the subject premises. The BSC objected to the County's demands, and asserted that the County could not unilaterally impose restrictions on its past and continued use of the subject premises.

On December 23, 2021, the BSC commenced an action against the County in the Supreme Court of the State of New York, County of Westchester, titled *Bronxville Scout Committee v. County of Westchester* [*BSC v. County*] Index No. 67854 / 2021, seeking a determination that it owned the subject premises, and enjoining the County from entering it, or interfering with the BSC's possession, use and enjoyment of it.

By Decision and Order dated July 29, 2022, and entered August 1, 2022 [Zuckerman, J.], the Court dismissed the BSC's action in its entirety.

By letter from the County to the BSC dated August 5, 2022, the County informed the BSC that it was willing to negotiate a written license agreement for the BSC's continued use of the cabin, which is located within the subject premises.

On August 12, 2022, the BSC filed a Notice of Appeal in the *BSC v. County* action, and to date, has not responded to the County's August 5, 2022 letter.

By letter from the County to the BSC dated September 20, 2022, the County notified the BSC that it was an unlawful occupant of the subject premises, and demanded that it vacate the subject premises, and remove all of its personal property therefrom, by October 20, 2022. To date, the BSC has failed to vacate, or remove its personal property from the subject premises.

As the County is the owner in fee of the subject premises, the County is entitled to immediate possession of it.

In order to protect the County's real property interests, and upon the recommendation of Katherine O'Connor, Commissioner of the Department of Parks, Recreation and Conservation, authority to initiate legal action, if necessary, against the BSC and/or any other necessary and appropriate parties, is requested.

Very truly yours,

John M. Nonna
County Attorney

JMN/cji

BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER

Your Committee is in receipt of a proposed Act, which if enacted by your Board, would authorize the County of Westchester (the "County"), to commence an action, if necessary, against the BSC and/or any other necessary and appropriate parties, to eject it and/or any other said parties, from possession of certain County real property, which includes a cabin and a designated land area immediately surrounding it (the "subject premises").

The subject premises exists within a larger portion of County real property lying in the City of Yonkers and comprising part of the Bronx River Land Reservation informally known as Scout Field. The County real property within which the subject premises is located, has a City of Yonkers tax parcel designation of Section 1.9; Block 9005, Lot 50.

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The County informed the BSC that its actions impinged on the County's rights as Scout Field's owner, and interfered with, if not damaged, other areas within Scout Field by violating the licensed area's conditions of use; specifically, that the BSC violated County Ordinance No. 5 by performing construction work without a permit, and erecting private property signs.

The County demanded that the BSC remove the private property signs, and schedule a fire and safety inspection with it, and that the BSC correct any identified code violations, and "remove and/or remedy any improvements and conditions posing an increased risk to the County and park patrons."

By letter from the BSC to the County dated June 16, 2020, the BSC claimed ownership in perpetuity of the subject premises. The BSC objected to the County's demands, and asserted that the County could not unilaterally impose restrictions on its past and continued use of the subject premises.

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By letter from the County to the BSC dated September 20, 2022, the County notified the BSC that it was an unlawful occupant of the subject premises, and demanded that it vacate the subject premises, and remove all of its personal property therefrom, by October 20, 2022.

To date, the BSC has failed to vacate, nor remove its personal property from the subject premises.

As the County is the owner in fee of the subject premises, the County is entitled to immediate possession of it.

In order to protect the County's real property interests, and upon the recommendation of Katherine O'Connor, Commissioner of the Department of Parks, Recreation and Conservation, authority to initiate legal action, if necessary, against the BSC and/or any other necessary and appropriate parties, is requested.

Your Committee has carefully considered the subject matter and the accompanying Act, and recommends authorizing the County to commence an action, if necessary, against the BSC and/or any other necessary and appropriate parties.

Dated: White Plains, New York
October , 2022

l:cji

COMMITTEE ON

ACT NO. - 2022

AN ACT authorizing the County Attorney to commence an action, if necessary, on behalf of the County against the Bronxville Scout Committee, Inc., (the "BSC") and/or any other necessary and appropriate parties, to eject the BSC and/or any other said parties, from County real property comprised of a cabin, and a designated land area immediately surrounding it.

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

Section 1. The County Attorney is hereby authorized on behalf of the County to initiate legal action, if necessary, against the BSC, and/or any other necessary and appropriate parties, to eject the BSC and/or any other said parties, from possession of certain County real property, which includes a cabin, and a designated land area immediately surrounding it.

Section 2. The County Attorney or his duly designated representative is hereby authorized to undertake such legal proceedings and prepare all documents necessary or desirable to accomplish the purpose of this Act.

Section 3. This Act shall take effect immediately.

FISCAL IMPACT STATEMENT

SUBJECT: Action to Elect from Certain County Real Property ☒ **NO FISCAL IMPACT PROJECTED**

OPERATING BUDGET IMPACT

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

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

B) EXPENSES AND REVENUES

Total Current Year Cost $ 0

Total Current Year Revenue $ 0

Source of Funds (check one): ☐ Current Appropriations

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

Identify Accounts: ____

_____

Potential Related Operating Budget Expenses: Annual Amount $ 0

Describe: _____

_____

_____

_____

Potential Related Revenues: Annual Amount $ 0

Describe: _____

_____

_____

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

Current Year: Risk of County Liability will be Mitigated

_____

_____

_____

Next Four years: Same as Above

_____

_____

_____

Prepared by: Christopher J. Inzero

Title: Senior Assistant County Attorney

Department: Law

Reviewed By: _____

Budget Department

10/11/22

If you need more space, please attach additional sheets.

James Nolan
Minority Whip
Legislator, 15th District
Chair, Committee on Appointments

Committee Assignments:
Budget & Appropriations
Parks & Recreation

To: Catherine Borgia, Chairwoman of the Board of Legislators
Sunday Vanderberg, Clerk of the Board of Legislators
Colin Smith, Chair of the Legislation Committee
Terry Clements. Chair of the Public Safety Committee

From: James Nolan, Legislator, District 15

Date: October 4, 2022

Re: *A Resolution by The Yonkers City Council to Recognize and Address the Scourge of Rampant Shoplifting Occurring in Retail Businesses Throughout the City of Yonkers*

Attached is a Resolution passed by the Yonkers City Council addressing the rise in shoplifting cases across the State

Please refer to the Legislation Committee and the Public Safety Committee

Tel: (914) 995-2830 • Fax: (914) 995-3884 • E-mail: Nolan@WestchesterLegislators.com

800 Michaelian Office Bldg., 148 Martine Avenue, White Plains, N.Y. 10601 • www.westchesterlegislators.com • 914.995.2800 (main v

RESOLUTION NO.167-2021

5. BY COUNCIL PRESIDENT KHADER, MAJORITY LEADER PINEDA-ISAAC, MINORITY LEADER BREEN, COUNCILMEMBERS WILLIAMS, DIAZ, RUBBO AND MERANTE:

A RESOLUTION BY THE CITY COUNCIL OF YONKERS TO RECOGNIZE AND ADDRESS THE SCOURGE OF RAMPANT SHOPLIFTING OCCURRING IN RETAIL BUSINESSES THROUGHOUT THE CITY OF YONKERS

WHEREAS, the City of Yonkers is a major center for retail shopping businesses, ranging from small local stores to major national retail businesses, which provide an important source of financial benefit to the City of Yonkers; and

WHEREAS, the City of Yonkers has great interest in providing a safe, secure and vibrant environment for the retail shopping needs of all residents, merchants and visitors alike; and

WHEREAS, similar to increases seen nationwide, the City of Yonkers has been subject to a significant increase in shoplifting incidents in retail stores, which often includes violent incidents against store employees and customers; and

WHEREAS, these incidents put employees and customers in harm, and often result in employees quitting for fear of personal safety and customers refusing to patron stores in which shoplifting is occurring; and

WHEREAS, the cost of additional security and the loss of merchandise seriously impacts the financial operation of these businesses and threatens their ability to remain open; and

WHEREAS, reports indicate that shoplifting incidents are perpetuated by groups of individuals, or shoplifting gangs, and are due in part to the lenient outcomes if they are caught, with many shoplifters often being released with little or no bail and within hours of their arrest; and

WHEREAS, it is also important that the City of Yonkers engage with all local officials and branches of government to discuss the seriousness of this issue and the extent of its negative impact on the City of Yonkers, its residents and businesses; and

RESOLUTION NO.167-2021(CONTINUED)

WHEREAS, it is pertinent that businesses remain open for the benefit of the City of Yonkers and the community alike;

NOW THEREFORE BE IT RESOLVED, the City Council of the City of Yonkers calls upon the Mayor Spano and his administration to recognize and address the problem of shoplifting occurring within the City of Yonkers, and to engage with retailers, both large and small, to help fashion methods to reduce or eliminate shoplifting in their businesses; and

BE IT FURTHER RESOLVED, that this issue also exists throughout the state and involves state-wide legislative matters, is important that the New York State Senate and Assembly also recognize and address the problem of shoplifting occurring throughout the City of Yonkers and the State of New York, and seek to fully enforce existing laws and create stronger laws to deter such actions, particularly with respect to arrest, bail, prosecution and sentencing; and

ALSO BE IT FURTHER RESOLVED, that the City Clerk is directed to forward copies of this resolution to Governor Kathy Hochul, Assembly Speaker Carl Heastie, Senate Majority Leader Andrea Stewart-Cousins, and the Yonkers State Delegation.

THIS RESOLUTION WAS ADOPTED BY THE CITY COUNCIL AT A STATED MEETING HELD ON TUESDAY, NOVEMBER 23, 2021 BY A VOTE OF 7-0.

TO: Catherine Borgia, Chairwoman of the Board of Legislators
Sunday Vanderberg, Clerk of the Board of Legislators

FROM: Erika Pierce, Legislator, 2nd District
Nancy Barr, Legislator, 6th District

DATE: October 17, 2022

RE: Amending the Laws of Westchester County by adding new Chapter 541 regarding single-use foodware, beverage stirrers, splash sticks, and reusable cups.

Please place the attached proposal, a local law amending the Laws of Westchester County by adding new Chapter 541 regarding single-use foodware, beverage stirrers, splash sticks, and reusable cups, on the agenda for the October 17, 2022 meeting of the Westchester County Board of Legislators so that it may be referred to the appropriate committees.

Thank you.

CC: Marcello Figueroa
Melanie Montalto

TO: BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER

Your Committee recommends adoption of "A LOCAL LAW amending the Laws of Westchester County by adding Chapter 541 regarding single-use foodware, beverage stirrers, and splash sticks."

Your Committee understands that plastic utensils, stirrers, splash sticks, and condiment packets—among other single-use foodware items—are prevalent in Westchester County and around the world. According to a 2018 *Nature Magazine* article, globally, more than 320 million tons of plastic are consumed every year, and the use of plastics has continued to expand. In 2019, *National Geographic* reported that plastic production has increased exponentially, from 2.3 million tons in 1950, to 448 million tons in 2015; production will likely double by the year 2050. The manufacture of these plastics, which are made of petroleum and other fossil fuels, contributes to climate change and pollution.

Your Committee acknowledges that with the ubiquitous use of plastics and other disposable single-use items, comes staggering waste. People in the United States produce more plastic waste than in any other nation—an average of 231 pounds of plastic per year, according to a 2020 *Forbes* article. As for plastic utensils, specifically, a 2020 *Forbes* piece explained, "[s]ome estimates put the number of individual plastic utensils wasted at 40 billion per year in the United States alone. After just one single use, most of them are thrown out and end up in landfills and in our waterways."

Your committee is aware that single-use foodware items, made both from plastics and from other types of materials, are commonly littered and thrown-away. Contaminated plastic utensils in particular generally cannot be recycled, and *National Geographic* reported in 2019 that billions of plastic forks, knives, and spoons are discarded every year. These plastic utensils can take centuries to break down, while they work their way into the environment. This is true of all plastics: according to a 2022 *New York Times* article, only about 9 percent of all plastics ever manufactured have been recycled, while nearly 80 percent have ended up in landfills, dumps, or the environment; the remainder are and have been burned, emitting pollutants that contribute to global warming. When plastic breaks down into smaller and smaller pieces, it harms sea life, wildlife, and threatens human health.

Your Committee recognizes that this Local Law, in making single-use foodware items and condiment packets available upon request, and in banning certain plastic items (splash sticks and stirrers) altogether, will eliminate some of the plastic consumption and pollution in the County. The law may also raise awareness about the simple decisions County residents can make to reduce their waste. Moreover, as *Westchester Magazine* explained in 2019, many businesses in Westchester County have already begun to take steps towards reducing this type of rubbish—for instance, some have stopped automatically providing single-use utensils with to-go orders, while others no longer offer plastic straws unless they are specifically requested. Notably, takeout and delivery from restaurants increased dramatically during the pandemic, and those orders often arrived with single-use foodware items that were not necessarily needed or desired by people eating at home. This trend coincided with single use-foodware items becoming more expensive for businesses. In addition to reducing waste, this proposed Local Law will also spare food

providers the financial burdens associated with providing unnecessary utensils, napkins, and condiment packets for every order they receive.

Your Committee notes that the intent of this Local Law is to maintain a healthful environment, and to benefit the health, safety, and welfare of County residents. The Local Law prohibits food service establishments from providing single-use foodware items, as defined—including, but not limited to, forks, knives, spoons, chopsticks, cup sleeves, beverage lids—or condiment packets to any dine-in or take-away customers, either directly or through a food delivery service, unless the items are specifically requested. The law would also prohibit food service establishments from providing any plastic beverage stirrers or plastic splash sticks. Finally, the law would ban foodware or condiment packets that are packaged together in a way that precludes a customer from selecting only the type of single-use foordware item or condiment packet that the customer wants—for instance, forks, knives, spoons, napkins, and salt and pepper packets that are bundled together in plastic wrap.

To further compliance, the Local Law provides for ordering option requirements, such that a customer must be allowed to request any applicable single-use foodware items or condiment packets when ordering food. Moreover, food service establishments will be responsible for coordinating with any third-party food delivery service as necessary in order to prompt the customer to affirmatively request the single-use foodware items or condiment packets that they want. Food service establishments must also post at least one sign advising clientele that single-use foodware items and condiment packets are available upon request. This Local Law will be enforced by the County Department of Health.

Your Committee is aware that this Honorable Board must comply with the requirements of the State Environmental Quality Review Act ("SEQRA") and its implementing regulations. *See* Title 6, Part 617 of the New York Code Rules and Regulations ("NYCRR"). The proposed legislation does not meet the definition of an action under SEQRA and its implementing regulations 6 NYCRR Part 617. Please refer to the memorandum from the Department of Planning dated January 14, 2022, which is on file with the Clerk of the Board of Legislators.

In light of all of the foregoing, your Committee recommends passage of this Local Law.

Dated: , 2022
White Plains, New York

COMMITTEE ON

SCM-10/13/2022

FISCAL IMPACT STATEMENT

SUBJECT: Single Use Foodware Law [X] **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:

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: Michael A. Dunn

Title: Budget Analyst

Department: Budget

Date: October 17, 2022

Reviewed By:

Budget Director

Date: 10/17/22

RESOLUTION NO. ____ – 2022

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. ___ - 2022, entitled "A LOCAL LAW amending the Laws of Westchester County by adding Chapter 541 regarding single-use foodware, beverage stirrers, and splash sticks." The public hearing will be held at __.m. on the _____ day of _____, 2022, 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.

SCM-10/13/2022

LOCAL LAW INTRO. NO. - 2022

A LOCAL LAW amending the Laws of Westchester County by adding Chapter 541 regarding single-use foodware, beverage stirrers, splash sticks, and reusable cups.

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

Section 1. A new Chapter 541 is hereby added to the Laws of Westchester to read as follows:

CHAPTER 541

Single-use Foodware Law

Sec. 541.01. Short title.

This title shall be known as and may be cited as the "Single-use Foodware Law."

Sec. 541.11. Definitions.

1. "Beverage splash stick" shall mean a device primarily intended to be used to keep heat and liquid from escaping a lidded cup.
2. "Beverage stirrer" shall mean a device primarily intended to be used by a person for the purpose of stirring beverages.
3. "Condiment packet" shall mean an individual single-use container, sealed by the manufacturer or a food service establishment, containing a sauce or other substance used to enhance the flavor of food, which may include, but need not be limited to, mustard, ketchup, mayonnaise, soy sauce, hot sauce, salt, pepper, and salad dressing.
4. "Dine-in" shall mean food or beverage provided by a food service establishment to be consumed on the premises of such food service establishment.
5. "Electronic orders" shall mean food or beverage orders made through the website, mobile phone application, or other digital platform of a food service establishment or third-party food delivery service.
6. "Food service establishment" shall have the same meaning as provided in Section 873.420.1(1)(c) of the Laws of Westchester County.
7. "Plastic" shall mean a synthetic material made from organic polymers, including, but not limited to, polypropylene and polystyrene, that can be molded into shape while soft, and then set into a rigid or slightly elastic form.

8. "Self-serve station" shall mean a designated area or mechanical dispenser in a food service establishment where customers may help themselves to single-use foodware or condiment packets.
9. "Single-use foodware" shall mean any eating utensil or other item used as part of food or beverage service that is designed and intended by the manufacturer for only one use before being discarded, including, but not limited to, forks, spoons, sporks, knives, chopsticks, beverage straws, cocktail sticks, toothpicks, napkins, wet-wipes, cup sleeves, beverage trays, beverage lids, empty plates, empty bowls, and empty cups. For the purposes of this Chapter, "single-use foodware" exempts, and shall not include: (a) a beverage stirrer or beverage splash stick, as defined in this Section; or (b) containers actively holding food or beverages for dine-in or take-away customers, such as plates, bowls, and cups.
10. "Take-away" shall mean food or beverage provided by a food service establishment to be consumed off the premises of such food service establishment, including same-day delivery or same-day pickup of food and beverages from food service establishments.
11. "Third-party food delivery service" shall have the same meaning as provided in Section 685.01(6).

Sec. 541.21. Restrictions.

1. No food service establishment shall provide single-use foodware or condiment packets to any dine-in or take-away customer, whether directly to such customer or through a third-party food delivery service, unless the customer requests such single-use foodware or condiment packets.

2. No food service establishment shall provide any single-use plastic beverage stirrer or single-use plastic beverage splash stick to any dine-in or take-away customer, whether directly to such customer or through a third-party food delivery service.
3. No food service establishment shall provide, in a self-service station or otherwise, single-use foodware or condiment packets that are bundled or packaged in a manner that prohibits a customer from taking only the type of single-use foodware item or condiment packet desired.

Sec. 541.31. Ordering Option Requirements.

1. Food service establishments shall provide options to allow a customer to affirmatively request applicable single-use foodware or condiment packets when ordering dine-in or take-out food and beverages across all ordering or point of sale platforms, including through in-person, telephone, and electronic orders.
2. The food service establishment shall coordinate with any third-party food delivery service as necessary to prompt the customer to affirmatively request single-use foodware or condiment packets as applicable. The default selected option for electronic orders shall be that no single-use foodware or condiment packets are requested.

Sec. 541.41. Posting of Signs.

1. Each food service establishment that provides single-use foodware and/or condiment packets shall post at least one sign on its premises meeting the requirements of this Section.
2. Such sign shall be posted in a conspicuous area on the premises in a manner that is clearly visible to customers approaching a point of service.
3. The sign shall state as follows (except that items listed in the following that are not offered by the food service establishment shall not be included in the sign): "SINGLE-USE FOODWARE ITEMS SUCH AS PLASTIC STRAWS, UTENSILS, AND CONDIMENT PACKETS ARE AVAILABLE UPON REQUEST."
4. The sign shall be at least two inches by seven inches, and text on the sign shall be no smaller than 21-point font size and in a contrasting color to the background.
5. The sign shall be available for inspection at all times by the Department of Health.
6. The Commissioner of the Department of Health is authorized to design, create, and make available, through a website download or otherwise, signs that conform to the requirements of this Section.

Sec. 541.51. Exemptions.

The following situations are permitted under this Chapter and shall not constitute a violation of the Sec. 541.21 restrictions:

1. Food service establishments with counter service may allow customers to access a self-service station for single-use foodware and/or condiment packets.

2. For take-away orders, food service establishments and/or third-party food delivery services may choose to include specific single-use foodware, such as beverage lids and beverage trays, in order to prevent spills and ensure safety.
3. Food service establishments may provide single-use foodware or condiment packets that are prepackaged with or attached to any food or beverage products by the manufacturer prior to receipt by the food service establishment (for example, plastic straws attached to juice boxes, or a separate plastic container of dressing included within a larger salad container).
4. Food service establishments may provide single-use foodware or condiment packets with free or reduced-price meals as part of a charitable program or donation, including, without limitation, free or reduced-price meals provided by school systems, homeless shelters, and programs that deliver meals to the elderly.
5. Food service establishments may provide single-use foodware items or condiment packets pursuant to a public health emergency declared by the New York State Governor, New York State Commissioner of Health, County Executive, County Board of Health, or any other authorized federal, state, or local official.

Sec. 541.61. Enforcement and Penalties.

1. The Westchester County Board of Health is authorized to enforce the provisions of this Chapter in accordance with the enforcement provisions of Chapter 873 of the Laws of Westchester County (i.e., the Westchester County Sanitary Code).
2. Any food establishment that violates any provision of Section 541.21, 541.31, or 541.41 of this Chapter may be subject to a civil penalty. Such penalty shall be in the amount of

one hundred dollars ($100) for the first violation, two hundred dollars ($200) for the second violation committed on a different day within a period of twelve (12) months, and four hundred dollars ($400) for the third and each subsequent violation committed on different days within a period of twelve (12) months, except that the Westchester County Board of Health shall not issue a notice of violation, but shall issue a warning and provide a copy of this Local Law, for any violation that occurs within the first six months of the effective date of this Local Law.

3. No civil penalty shall be imposed as provided for herein unless the alleged violator has received notice of the violation and has had an opportunity to be heard.

Sec. 541.71. Construction.

No provision of this Chapter shall be construed or interpreted to limit or frustrate a food service establishment's lawful compliance with the New York State Sanitary Code, including 10 N.Y.C.R.R. § 14-1.97, or the Westchester County Sanitary Code, Chapter 873 of the Laws of Westchester County.

Sec. 541.81. Reverse Preemption.

This Local Law shall be null and void on the day that statewide or federal legislation goes into effect incorporating either the same or substantially similar provisions as are contained in this Local Law, or in the event that a pertinent state or federal administrative agency issues and promulgates regulations preempting such action by the County of Westchester. The County Board of Legislators may determine via resolution whether or not identical or substantially similar legislation has been enacted for the purposes of triggering this provision.

Sec. 541.91. 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.

This Local Law shall take effect one-hundred-eighty (180) days after adoption.

STATE OF NEW YORK
STATE BOARD OF ELECTIONS

ELECTION COMMISSIONER CERTIFICATION

To the Clerk of the Board of Legislators, County of Westchester

We certify that:

At a meeting of the Executive Committee of the Westchester Republican County Committee, held on the 3rd day of October, 2022, under the provisions of the Election Law and the Rules of the Westchester Republican County Committee, a quorum being present, Douglas A. Colety, who resides at 1 Roland Drive, White Plains, New York, 10605, was recommended by a majority of said committee as a suitable and qualified person for appointment to the office of Commissioner of Elections for the term to begin January 1, 2023 and ending December 31, 2026, and that said designee is a registered voter of the County of Westchester and a duly enrolled member of the Republican Party.

Dated: October 13, 2022
White Plains, New York

Christine A. Sculti, First Vice Chair*
Westchester Republican County Committee

John A. Cerino, Secretary
Westchester Republican County Committee

STATE OF NEW YORK
COUNTY OF WESTCHESTER

On the 13th day of October, 2022, before me, the undersigned, personally appeared Christine A. Sculti and John A. Cerino, personally known to me to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signatures on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Mary L. Capoccia

* Acting in the absence of the Chairman, pursuant to the Rules and Regulations of the Westchester Republican County Committee.

MARY L CAPOCCIA
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01CA4829131
Qualified in Westchester County
My Commission Expires: 1/31/2026.

HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER, NEW YORK

Your Committee is in receipt of a communication from the County Executive which, if adopted, would authorize the County of Westchester ("County") to change the name of a portion of Playland Parkway to John Carey Place.

John Carey passed away in October 2019 at the age of 95 after a long and distinguished career as a public servant in Rye, as well as an attorney, legal scholar and New York State Supreme Court Judge from 1988 until 1994. Renaming a portion of Playland Parkway would be an excellent recognition not only for its beautiful location near the water, but also as a way of honoring a man's lifelong commitment to his hometown of Rye that he loved so much

The portion of Playland Parkway that will be named for John Carey is more particularly described as, a section of the roadway known as Playland Parkway from Rye Beach Avenue, running along the beach and pool parking lot north to the intersection with the upper circle at Playland Park in Rye, New York.

The Westchester County Department of Parks, Recreation and Conservation fully believes it would be appropriate to rename a portion of Playland Parkway to John Carey Place and that it is the perfect location to honor such a distinguished person.

As your Committee knows, no action may be taken on the proposed legislation until the requirements of the New York State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617 ("SEQRA") have been satisfied. According to the Department of Planning, the proposal to change the name of a portion of Playland Parkway does not meet the definition of an action under SEQRA. As such, no environmental review is required. Your Committee concurs with this conclusion.

The proposed renaming is recognition of a person whose efforts have benefited all County residents. Therefore, your Committee recommends adoption of the annexed Act.

Dated: October 12, 2022
White Plains, New York

COMMITTEE ON Parks + Recreation

C:TSA 4.8.22

Dated: October 12, 2022
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: PARKS & RECREATION

FISCAL IMPACT STATEMENT

SUBJECT: Renaming a portion Playland Pkwy [X] **NO FISCAL IMPACT PROJECTED**

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

[ ] GENERAL FUND [ ] AIRPORT FUND [ ] SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense N/A

Total Current Year Revenue N/A

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

[ ] Additional Appropriations [ ] Other (explain)

Identify Accounts: N/A

Potential Related Operating Budget Expenses: Annual Amount N/A

Describe: An Act Authorizing the County of Westchester to change the name of a portion of Playland Parkway to John Carey Place.

Potential Related Operating Budget Revenues: Annual Amount N/A

Describe:

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

Current Year:

Next Four Years:

Prepared by: Debra Ogden

Title: Sr. Budget Analyst

Department: Budget

Date: April 19, 2022

Reviewed By: [signature]

Budget Director

Date: 4/19/22

Westchester gov.com

Memorandum
Department of Planning

TO: Tami Altschiller, Assistant Chief Deputy County Attorney
Department of Law

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

DATE: April 20, 2022

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR RENAMING SECTION OF PLAYLAND PARKWAY**

PROJECT/ACTION: An act to rename a portion of Playland Parkway in the City of Rye in honor of John Carey, a former resident and mayor of Rye.

With respect to the State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617, the Planning Department recommends that no further environmental review is required because the project/action:

☒ **DOES NOT MEET THE DEFINITION OF AN "ACTION" AS DEFINED UNDER SECTION 617.2(b)**

☐ **MAY BE CLASSIFIED AS TYPE II PURSUANT TO SECTION 617.5(c)( ):**

COMMENTS: None.

DSK/cnm
cc: Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Kathleen O'Connor, Commissioner of Parks, Recreation and Conservation
Peter Tartaglia, First Deputy Commissioner of Parks, Recreation and Conservation
Norma Drummond, Commissioner
Claudia Maxwell, Associate Environmental Planner

ACT NO. 2022-___

An Act authorizing the County of Westchester to change the name of a portion of Playland Parkway to John Carey Place.

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

Section 1. The County of Westchester is hereby authorized to change the name of a portion of Playland Parkway to John Carey Place. The portion of Playland Parkway that will be named for John Carey is more particularly described as: a section of the roadway known as Playland Parkway from Rye Beach Avenue, running along the beach and pool parking lot north to the intersection with the upper circle at Playland Park in Rye, New York.

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

§3. This Act shall take effect immediately.

RESOLUTION NO -2022

WHEREAS, there is pending before this Honorable Board an Act to authorize the County to modify the Saw Mill Valley Sanitary Sewer District (the "District") by removing one (1) parcel of property in the Town of Mt. Pleasant, which parcel is not currently connected to the County sewer system; and

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

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

WHEREAS, the County of Westchester is the only involved agency for this action and, therefore, is assuming the role of Lead Agency; and

WHEREAS, in accordance with SEQR 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 removal of the one (1) parcel of property from the Saw Mill Valley 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.

Westchestergov.com

Memorandum
Department of Planning

TO: Vincent Kopicki, P.E., Commissioner
Department of Environmental Facilities

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

DATE: July 26, 2022

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR MODIFICATION OF SAW MILL VALLEY SANITATRY SEWER DISTRICT – REMOVAL 625 CHAPPAQUA ROAD, TOWN OF MOUNT PLEASANT**

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

The proposed removal of a parcel from the sewer district 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 consideration by the Board of Legislators.

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

DSK/cnm
Att.

cc: Joan McDonald, Director of Operations
Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Norma Drummond, Commissioner
Jeffrey Goldman, Senior Assistant County Attorney
Marian Pompa, Director of Maintenance
C.J. Gelardo, Associate Engineer
Claudia Maxwell, Associate 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.

Part 1 – Project and Sponsor Information

Name of Action or Project:

Saw Mill Valley Sanitary Sewer District - Removal of One Parcel

Project Location (describe, and attach a location map):

625 Chappaqua Road (Tax Map ID: 91.17-1-6), Chappaqua (Town of Mount Pleasant), Westchester County, New York

Brief Description of Proposed Action:

Removal of one parcel from the Saw Mill Valley Sanitary Sewer District. At the request of the property owners, the Town of Mount Pleasant has petitioned the County to remove the subject parcel from the County sewer district on the basis that the parcel is not serviced by sanitary sewers and the Town does not anticipate that sanitary sewers would be constructed in this area in the foreseeable future. The parcel is approximately 2.33 acres in size and is developed with a single-family residence. The residence is served by an on-site septic system. The proposed district modification will remove from ad valorem taxation, a property that has not, does not, nor is anticipated to receive district benefits.

Name of Applicant or Sponsor:	Telephone: 914-995-4400
County of Westchester	E-Mail: dsk2@westchestergov.com

Address:

148 Martine Avenue

City/PO:	State:	Zip Code:
White Plains	NY	10601

	NO	YES
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.	☐	☑
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:	☐	☐

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. ☐ Urban ☐ Rural (non-agriculture) ☐ Industrial ☐ Commercial ☐ Residential (suburban)
   ☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other(Specify):
   ☐ Parkland

	NO	YES	N/A
5. Is the proposed action,			
a. A permitted use under the zoning regulations?	☐	☐	☐
b. Consistent with the adopted comprehensive plan?	☐	☐	☐

	NO	YES
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	☐	☐
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	☐	☐
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	☐	☐
b. Are public transportation services available at or near the site of the proposed action?	☐	☐
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	☐	☐
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: _____	☐	☐
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____	☐	☐
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____	☐	☐
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	☐	☐
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	☐	☐
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	☐	☐
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	☐	☐
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____		

	NO	YES
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: ☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional ☐ Wetland ☐ Urban ☐ 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?	☐	☐
16. Is the project site located in the 100-year flood plan?	☐	☐
17. Will the proposed action create storm water discharge, either from point or non-point sources?	☐	☐
If Yes,		
a. Will storm water discharges flow to adjacent properties?	☐	☐
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	☐	☐
If Yes, briefly describe: _____		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment: _____	☐	☐
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: _____	☐	☐
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: _____	☐	☐

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

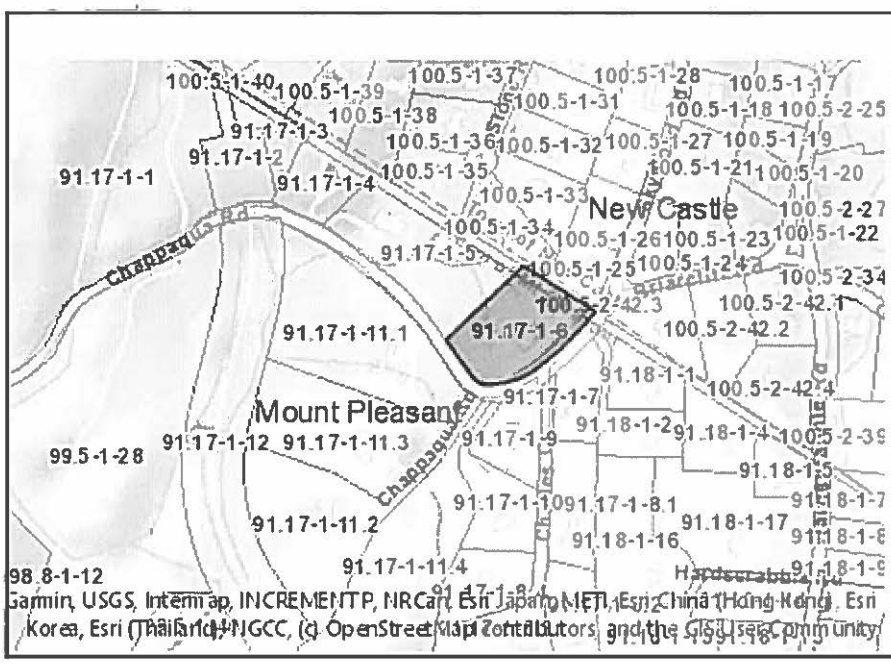
Applicant/sponsor/name: County of Westchester Date: July 26, 2022

Signature: Dan Kisse Title: Assistant Commissioner

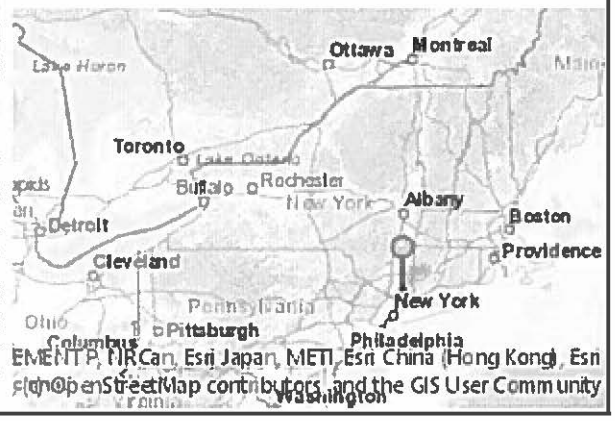
PRINT FORM

EAF Mapper Summary Report

Monday, July 25, 2022 11:16 AM



Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.



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

Agency Use Only [If applicable]

Project: Saw Mill SSD 625 Chappaqua MTP

Date: July 2022

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?	☑	☐
2. Will the proposed action result in a change in the use or intensity of use of land?	☑	☐
3. Will the proposed action impair the character or quality of the existing community?	☑	☐
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	☑	☐
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?	☑	☐
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?	☑	☐
7. Will the proposed action impact existing: a. public / private water supplies?	☑	☐
b. public / private wastewater treatment utilities?	☑	☐
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	☑	☐
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	☑	☐
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	☑	☐
11. Will the proposed action create a hazard to environmental resources or human health?	☑	☐

PRINT FORM

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 proposed action involves an act by the County Board of Legislators in order to modify a County-established sewer district, which is similar in nature to "the legislative adoption of a plan" in that there are no direct impacts to the environment because the action does not involve physical changes. The proposed action would remove from a district property that is not receiving nor is anticipated to receive district services. The parcel is already developed with a large residence that is served by a functioning on-site septic system. The Health Department has no record of septic problems or failures occurring at this site within the past five years, which may otherwise warrant inclusion in the district. The property is located in the Town's R-40 One Family Residential zoning district. At 2.33 acres, only one new residence may be developed under the present zoning, although unlikely due to the layout of the existing residential development which boasts a 6,000+ square-foot home. As such, no new development is anticipated that would warrant a sewer connection. The nearest local sewer is located over 1,000 feet away. The Town does not have any plans to extend its local sewer lines to serve this/these property. Since the property was never connected to the sewer system, its removal from the district will have no physical impact on the County's sewer infrastructure.

☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.

☑ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

County of Westchester	
Name of Lead Agency	Date
Malika Vanderberg	Clerk and Chief Administrator of the Board of Legislators
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
	Dan Kisge
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

PRINT FORM

ACT NO. – 2022

AN ACT to Modify the Saw Mill Valley Sanitary Sewer District by the Removal of One (1) Parcel of Property located in the Town of Mt. Pleasant.

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

Section 1. The property located in the Town of Mt. Pleasant, more particularly described as 625 Chappaqua Road, Section 91.17, Block 1, Lot 6 (the "Parcel"), is hereby removed from the Saw Mill Valley Sanitary Sewer District (the "District").

Section 2. The Parcel is to be forgiven its obligation for future debt service requirement and is to relinquish its equity in existing sewage facilities in the District, and in return the District is relieved of its responsibility to provide sanitary sewer service and sewerage facilities to the Parcel.

Section 3. This Act, and the assessment area of the District 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 roles 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 parcels were assessed on the roll on which said tax is levied.

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

Section 5. This Act shall take effect immediately.

ACT NO. – 2022

AN ACT to Modify the Saw Mill Valley Sanitary Sewer District by the Removal of One (1) Parcel of Property located in the Town of Mt. Pleasant.

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

Section 1. The property located in the Town of Mt. Pleasant, more particularly described as 625 Chappaqua Road, Section 91.17, Block 1, Lot 6 (the "Parcel"), is hereby removed from the Saw Mill Valley Sanitary Sewer District (the "District").

Section 2. The Parcel is to be forgiven its obligation for future debt service requirement and is to relinquish its equity in existing sewage facilities in the District, and in return the District is relieved of its responsibility to provide sanitary sewer service and sewerage facilities to the Parcel.

Section 3. This Act, and the assessment area of the District 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 roles 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 parcels were assessed on the roll on which said tax is levied.

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

Section 5. This Act shall take effect immediately.

RESOLUTION - 2022

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

WHEREAS, the County Executive having on the 11th day of August, 2022, recommended the appointment of Allison C. de Cerreño, Ph.D., of Croton-on-Hudson, New York, as a member of the Westchester County Emergency Medical Services Advisory Board, for a term to commence on August 11, 2022 and expire on December 31, 2024, 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 3rd day of October, 2022, approved the appointment of Allison C. de Cerreño, Ph.D., as a member of the Westchester County Emergency Medical Services Advisory Board, NOW THEREFORE BE IT

RESOLVED, that said appointment be and is hereby approved.

Dated: October 3, 2022
White Plains, New York

COMMITTEE ON APPOINTMENTS

RESOLUTION - 2022

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

WHEREAS, the County Executive having on the 29th day of June, 2022, recommended the appointment of Juliene Bell-Smith of Peekskill, New York, as a member of the Westchester County African American Advisory Board, for a term to commence on June 29, 2022, and expire on December 31, 2024, 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 3rd day of October, 2022 approved the appointment of Juliene Bell-Smith as a member of the Westchester County African American Advisory Board; NOW THEREFORE BE IT

RESOLVED, that said appointment be and is hereby approved.

Dated: October 3, 2022
White Plains, New York

COMMITTEE ON APPOINTMENTS

RESOLUTION - 2022

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

WHEREAS, the County Executive having on the 25th day of July, 2022, recommended the reappointment of Judy Troilo of Port Chester, New York, as an at-large member of the Westchester County Women's Advisory Board, for a term to commence on July 25, 2022, and expire on December 31, 2023, 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 3rd day of October, 2022, approved the reappointment of Judy Troilo to the Westchester County Women's Advisory Board; NOW THEREFORE BE IT

RESOLVED, that said reappointment be and is hereby approved.

Dated: October 3, 2022
White Plains, New York

COMMITTEE ON APPOINTMENTS

RESOLUTION - 2022

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

WHEREAS, the County Executive having on the 18th day of July, 2022, recommended the reappointment of Lauren H. Smith of Katonah, New York, as the District 2 representative member of the Westchester County Women's Advisory Board, for a term to commence on July 18, 2022, and expire on December 31, 2023, 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 3rd day of October, 2022, approved the reappointment of Lauren H. Smith to the Westchester County Women's Advisory Board; NOW THEREFORE BE IT

RESOLVED, that said reappointment be and is hereby approved.

Dated: October 3, 2022
White Plains, New York

COMMITTEE ON APPOINTMENTS

RESOLUTION - 2022

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

WHEREAS, the County Executive having on the 21st day of July, 2022, recommended the reappointment of Anietra Guzman-Santana of Yonkers, New York, as the District 15 representative member of the Westchester County Women's Advisory Board, for a term to commence on July 21, 2022, and expire on December 31, 2023, 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 3rd day of October, 2022, approved the reappointment of Anietra Guzman-Santana to the Westchester County Women's Advisory Board; NOW THEREFORE BE IT

RESOLVED, that said reappointment be and is hereby approved.

Dated: October 3, 2022
White Plains, New York

COMMITTEE ON APPOINTMENTS

ACT NO. - 2022

AN ACT to Modify the Peekskill Sanitary Sewer District by the Addition of Two (2) parcels of Property Located in the Town of Cortlandt.

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

Section 1. The properties known and designated as 1201 Oregon Road, Section 13.9, Block 3, Lot 5; and East Hill Road, Section 13.10, Block 1, Lot 62 (the "Returning Parcels") on the assessment map of the Town of Cortlandt are 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 Returning Parcels the aggregate sum of Three Thousand Six Hundred Dollars ($3,600.00), which amount shall be payable in ten equal annual installments of Three Hundred Sixty Dollars ($360.00), 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 instruments and to take all action necessary and appropriate to accomplish the purposes hereof.

§ 5. This Act shall take effect immediately.

Reference RGC12, RMUS3, RMUS7, RWPR4

HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER, NEW YORK

Your Committee is in receipt of a transmission from the County Executive recommending approval of an amended Bond Act (the "Amended Bond Act") which would authorize the County of Westchester ("County") to issue additional bonds in the amount of $15,685,000 to finance the following four (4) capital projects and to consolidate all four projects into the Amended Bond Act:

Capital Project Number	Project Name	Unique ID	Amend	Old Amount	Requested amount	New Amount
RGC12	Dunwoodie Golf Course Facility Improvements	1962	52-2013	$350,000	$4,050,000	$4,400,000
RMUS3	Muscoot Farm Infrastructure	1968	50-2013	$100,000	$7,310,000	$7,410,000
RMUS7	Muscoot Farm Site Work	1970	44-2015	$160,000	$2,725,000	$2,885,000
RWPR4	Ward Pound Ridge Reservation Dam Project	1964	90-2017	$225,000	$1,600,000	$1,825,000
				$835,000	$15,685,000	$16,520,000

The Amended Bond Act, in the total amount of $16,520,000, which includes $835,000 in previously authorized bonds of the County, would finance the costs of construction and construction management associated with the four (4) recreational area improvement projects depicted in the table above and as more particularly described below.

Project RGC12 (1962) will fund construction and construction management associated with a new maintenance facility at the Dunwoodie Golf Course. Design, which is currently underway, is being performed by consultants and is anticipated to be completed by the third quarter of this year. It is estimated that construction will take fifteen (15) months to complete and will begin after award and execution of the construction contracts.

Project RMUS3 (1968) will fund construction and construction management associated with a new restroom building, new septic system, renovations to the existing restrooms and associated infrastructure and site work at Muscoot Farm. Design, which is currently underway, is being performed by both consultants and in-house staff and is expected to be completed by the third quarter of this year. It is

estimated that construction will take fifteen (15) months to complete and will begin after award and execution of the construction contracts.

Project RMUS7 (1970) will fund construction and construction management associated with a parking lot and pathway improvements, drainage improvements, pasture fencing and associated site work and landscaping throughout Muscoot Farm. Design, which is currently underway, is being conducted in-house and is expected to be completed by the third quarter of this year. It is estimated that construction will take twelve (12) months to complete and will begin after award and execution of the construction contracts.

Project RWPR4 (1964) will fund construction and construction management associated with improvements to various dams, spillways and riverbanks at Ward Pound Ridge. Design, which is currently underway, is being performed by consultants and is anticipated to be completed by the third quarter of this year. It is estimated that construction will take twelve (12) 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 the aforementioned projects in the total amount of $835,000, as depicted in the above table. These bonds have not been sold. Accordingly, authority of your Honorable Board is now requested to amend the aforementioned bond acts to increase the initial amount authorized thereunder by $15,685,000, to modify the scope of each project to include construction and construction management services, to increase the period of probable usefulness of said bonds, and to consolidate all four capital projects referenced in the table into the Amended Bond Act, for a new total authorized amount, as amended, of $16,520,000.

The Planning Department has advised your Committee that based on its review, project RGC12 has been classified as an "Unlisted" action under SEQR, which requires an appropriate environmental review. 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 State Code of Rules and Regulations, the SEQRA regulations, to identify the relevant areas of environmental concern. For the reasons set forth in the attached EAF, your Committee believes that the proposed action will not have any significant adverse impact on the environment and urges your Honorable Board to adopt the annexed resolution by which this Board would issue a Negative Declaration for this proposed action.

The Planning Department has further advised your Committee that based on its review, projects RMUS3 and RMUS7, which fund components of the same project, have collectively been classified as a Type I action under SEQR, which requires an appropriate environmental review. Your Committee has carefully considered the proposed legislation. It has reviewed the attached Full Environmental Assessment Form ("EAF") and the criteria contained in Section 617.7 of Title 6 of the New York State Code of Rules and Regulations, the SEQRA regulations, to identify the relevant areas of environmental concern. For the reasons set forth in the attached EAF, your Committee believes that the proposed actions 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.

The Planning Department has further advised your Committee that based on its review, project RWPR4 has been classified as an "Unlisted" action under SEQR, which requires an appropriate environmental review. 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 State Code of Rules and Regulations, the SEQRA regulations, to identify the relevant areas of environmental concern. For the reasons set forth in the attached EAF, your Committee believes that the proposed action will not have any significant adverse impact on the environment and urges your Honorable Board to adopt the annexed resolution by which this Board would issue a Negative Declaration for this proposed action.

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

Dated: , 2022

White Plains, New York

COMMITTEE ON

C:JPG/6-07-22

Dated: October 12, 2022
White Plains, New York

COMMITTEES ON

Budget & Appropriations	Public Works & Transportation	Parks & Recreation

Dated: October 12, 2022
White Plains, New York

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

Committee(s) on:

Budget & Appropriations	Public Works & Transportation	Parks & Recreation

RESOLUTION

WHEREAS, there is pending before this Honorable Board an amended bond act which incorporates, *inter alia*, Capital Project RGC12 – Dunwoodie Golf Course Facility Improvements (the "Bond Act"), and

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

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

WHEREAS, the County of Westchester is the only involved agency with discretionary authority and, therefore, must serve as Lead Agency; and

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

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

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

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

RESOLVED, that the Clerk of the Board of Legislators is authorized and directed to sign the "Determination of Significance" in the Short Environmental Assessment Form, which is attached

hereto and made a part hereof, as the "Responsible Officer in Lead Agency"; to issue this "Negative Declaration" on behalf of this Board in satisfaction of SEQR and its implementing regulations; and to immediately transmit same to the Commissioner of Planning to be filed, published and made available pursuant to the requirements of Part 617 of 6 NYCRR; and be it further

RESOLVED, that the Resolution shall take effect immediately.

Westchestergov.com

Memorandum
Department of Planning

TO: Michelle Greenbaum, Senior Assistant County Attorney
Jeffrey Goldman, Senior Assistant County Attorney

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

DATE: June 16, 2022

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT RGC12 DUNWOODIE GOLF COURSE FACILITY IMPRVOEMENTS**

The Planning Department has reviewed the above referenced capital project (Fact Sheet Unique ID #1962) in accordance with the State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617 (SEQR).

Pursuant to SEQR, this project has been classified as an Unlisted action. The County is the only involved agency with discretionary authority and, therefore, must serve as lead agency. A Short Environmental Assessment Form has been prepared for the project for consideration by the Board of Legislators.

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

DSK/cnm
Att.

cc: Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Tami Altschiller, Assistant Chief Deputy County Attorney
Kathleen O'Connor, Commissioner of Parks, Recreation and Conservation
Peter Tartaglia, First Deputy Commissioner of Parks, Recreation and Conservation
Gideon Grande, Deputy Budget Director
Lorraine Marzola, Associate Budget Director
Kelly Sheehan, Assistant Commissioner
William Brady, Chief Planner
Michael Lipkin, Associate Planner
Claudia Maxwell, Associate 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.

Part 1 – Project and Sponsor Information

Name of Action or Project:

Dunwoodie Golf Course Maintenance Facility (RGC12)

Project Location (describe, and attach a location map):

1 Wasylenko Lane, Yonkers, Westchester County, NY

Brief Description of Proposed Action:

Construction of a new, state-of-the-art maintenance facility at Dunwoodie Golf Course. Project will include demolition of the existing approximately 5,075 square-foot (SF) maintenance building, which is old and inadequate. It will be replaced with 3 roofed structures: (1) a main garage consisting of approximately 9,300 SF of interior space that will contain administrative offices, mechanics shop, parts storage and a grinding room in addition to garage space, and approximately 2,400 SF of covered outdoor space; (2) a separate, approximately 3,000 SF, half enclosed structure for chemical storage, wash down and refueling; and (3) approximately 1,250 SF of covered stalls for storage of bulk materials. The project will also replace approximately 16,000 SF of existing worn pavement with approximately 25,000 SF of new asphalt pavement. An infiltration stormwater planter (approx. 1,320 SF in size) and detention pond (approx. 5,000 SF in size) will be constructed on-site to manage stormwater runoff. The project will also include fencing and landscaping.

Name of Applicant or Sponsor:	Telephone: 914-995-4400
County of Westchester	E-Mail: dsk2@westchestergov.com

Address:

148 Martine Avenue

City/PO:	State:	Zip Code:
White Plains	NY	10601

	NO	YES
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.	☑	☐
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: NYSDEC SPDES General Permit	☐	☑

3. a. Total acreage of the site of the proposed action? +/-1.5 acres
   b. Total acreage to be physically disturbed? +/-1.5 acres
   c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? +/-120 acres

4. Check all land uses that occur on, are adjoining or near the proposed action:

5. ☐ Urban ☐ Rural (non-agriculture) ☐ Industrial ☐ Commercial ☑ Residential (suburban)
   ☑ Forest ☐ Agriculture ☐ Aquatic ☑ Other(Specify): Golf course
   ☑ Parkland

	NO	YES	N/A
5. Is the proposed action,			
a. A permitted use under the zoning regulations?	☐	☐	☑
b. Consistent with the adopted comprehensive plan?	☐	☐	☑

	NO	YES
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	☐	☑
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: Name:County & State Park Lands, Reason:Exceptional or unique character, Agency:Westchester County, Date:1-31-90	☐	☑
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	☑	☐
b. Are public transportation services available at or near the site of the proposed action?	☐	☑
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	☐	☑
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:	☐	☑
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water:	☐	☑
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment:	☐	☑
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	☑	☐
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	☑	☐
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	☑	☐
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	☐	☑
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: Action will include the reconstruction of a culvert under the access road which conveys an intermittent drainage channel.		

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:

☐ Shoreline ☑ Forest ☐ Agricultural/grasslands ☐ Early mid-successional

☐ Wetland ☐ Urban ☑ Suburban

	NO	YES
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?	☑	☐
16. Is the project site located in the 100-year flood plan?	☑	☐
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	☐	☑
a. Will storm water discharges flow to adjacent properties?	☐	☑
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	☐	☑
If Yes, briefly describe: The project will create additional stormwater runoff from increased impervious area. Stormwater runoff from paved surfaces will be collected, passed through a hydrodynamic separator, and conveyed to a management basin prior to discharging to an existing watercourse, as it does under existing conditions, which flows south towards Yonkers Ave.		
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: A stormwater management basin will be constructed onsite to detain stormwater runoff. The basin will have a storage capacity of approximately 3,870 cubic feet. A stormwater infiltration plantar will provide additional storage capacity for roof runoff that will either infiltrate into the ground or overflow to the proposed detention basin.	☐	☑
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:	☑	☐
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: Although the EAF Mapper checked YES, the Environmental Remediation Database and DECinfo Locator did not identify any hazardous waste sites on or adjacent to the project site. No known active remediation is ongoing at the project site.	☐	☑

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

Applicant/sponsor/name: County of Westchester Date: 9/30/21

Signature: Dan Kisge Title: Director of Environmental Planning

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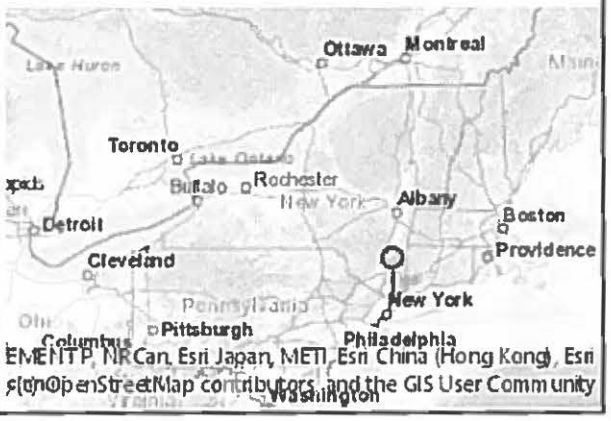
EAF Mapper Summary Report

Thursday, September 2, 2021 3:51 PM

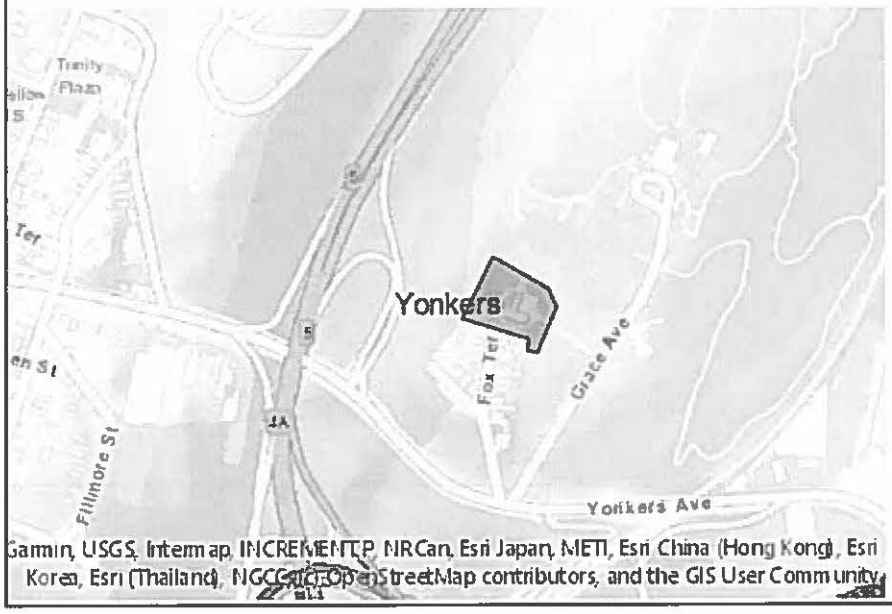
Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.



Part 1 / Question 7 [Critical Environmental Area]	Yes
Part 1 / Question 7 [Critical Environmental Area - Identify]	Name:County & State Park Lands, Reason:Exceptional or unique character, Agency:Westchester County, Date:1-31-90
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	No
Part 1 / Question 12b [Archeological Sites]	No
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	No
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	Yes

EAF Mapper Summary Report

Thursday, September 2, 2021 6:03 PM



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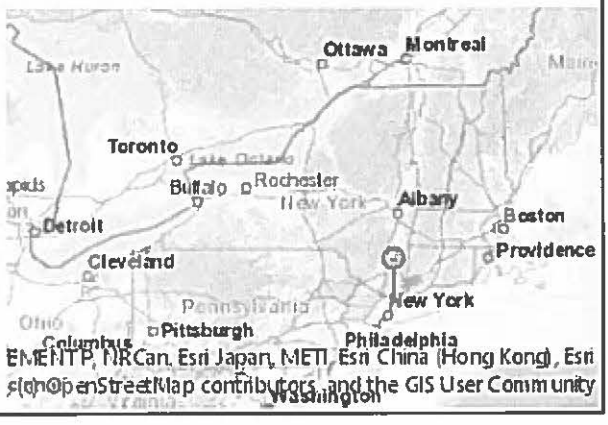

Part 1 / Question 7 [Critical Environmental Area]	Yes
Part 1 / Question 7 [Critical Environmental Area - Identify]	Name:County & State Park Lands, Reason:Exceptional or unique character, Agency:Westchester County, Date:1-31-90
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	No
Part 1 / Question 12b [Archeological Sites]	No
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	No
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	Yes

Agency Use Only [If applicable]

Project: Dunwoodie Maintenance Facility

Date: September 2021

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?	☑	☐
2. Will the proposed action result in a change in the use or intensity of use of land?	☑	☐
3. Will the proposed action impair the character or quality of the existing community?	☑	☐
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	☑	☐
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?	☑	☐
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?	☑	☐
7. Will the proposed action impact existing: a. public / private water supplies?	☑	☐
b. public / private wastewater treatment utilities?	☑	☐
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	☑	☐
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	☑	☐
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	☑	☐
11. Will the proposed action create a hazard to environmental resources or human health?	☑	☐

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Agency Use Only [If applicable]

Project: Dunwoodie Maintenance Facil

Date: September 2021

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 will not have significant impact on the environment as it will replace the existing golf course maintenance facility in the same location. The project will bring the maintenance facility up to code, including meeting current OSHA standards and incorporating design elements that will better protect the environment. The project will provide interior space for containment of chemicals and covered spaces for refueling and storage of bulk materials. The expanded garage will allow maintenance vehicles and equipment to be stored indoors or under roofs that will protect them from the weather and prolong the life of the equipment.

While the project will result in increased runoff due to added impervious surfaces of approximately 20,000 square feet, several stormwater management practices will be incorporated into the project that will reduce overall stormwater impacts from the facility, which currently surface flows to a small stream on the east side of the facility that is part of the Tibbetts Brook watershed. A stormwater infiltration planter will be installed adjacent to the main garage to capture roof runoff from the building and promote infiltration of clean storm water. The storm sewers for the paved areas will be routed through a hydrodynamic separator to reduce contaminants prior to discharging into a detention basin that will attenuate peak flow in accordance with the NYS Stormwater Management Design Manual prior to discharging to the stream.

Much of the site is already developed and cleared. However, approximately 22 trees, primarily located on the west and north perimeter, will need to be removed to accommodate the proposed stormwater planter, detention basin and bulk storage bins. Approximately 24 evergreen trees will be planted, mainly on the south side of the facility to provide a buffer for the adjacent residences, which will offset some of the tree loss.

All County parks were designated as Critical Environmental Areas for the variety of benefits that they provide, including recreational, educational, social, cultural and ecological benefits. The project will benefit recreation by enhancing the maintenance functions for this heavily used public golf course. The project will also benefit the environment by incorporating design features and management practices that will better protect water quality and visual impacts from continued maintenance operations.

☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.

☑ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

County of Westchester	
Name of Lead Agency	Date
Malika Vanderberg	Clerk of the Westchester County Board of Legislators
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
	Dan Kisge
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

PRINT FORM

RESOLUTION

WHEREAS, there is pending before this Honorable Board an amended bond act which incorporates, *inter alia*, Capital Project RMUS3 – Muscoot Farm Infrastructure and Capital Project RMUS7 – Muscoot Farm Site Work (the "Bond Act"); and

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

WHEREAS, pursuant to SEQR and its implementing regulations (6 NYCRR Part 617), the Bond Act, as it relates to the aforementioned capital projects, is classified as a "Type I" action, which requires this Honorable Board to make a determination as to whether the proposed action will have a significant impact on the environment; and

WHEREAS, in accordance with SEQR, a notice of intent for the County of Westchester to serve as Lead Agency was distributed to all involved and interested agencies on May 25, 2022, and since no objections were received, your Honorable Board may assume the role of Lead Agency for the environmental review of these projects; and

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

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

RESOLVED, that based upon the Honorable Board's review of the Full Environmental Assessment Form and for the reasons set forth therein, this Board finds that there will be no significant adverse impact on the environment from the Bond Act 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 Full Environmental Assessment Form, which is attached hereto and made a part hereof, as the "Responsible Officer in Lead Agency"; to issue this "Negative Declaration" on behalf of this Board in satisfaction of SEQR and its implementing regulations; and to immediately transmit same to the Commissioner of Planning to be filed, published and made available pursuant to the requirements of Part 617 of 6 NYCRR; and be it further

RESOLVED, that the Resolution shall take effect immediately.

Westchester gov.com

Memorandum
Department of Planning

TO: Michelle Greenbaum, Senior Assistant County Attorney
Jeffrey Goldman, Senior Assistant County Attorney

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

DATE: June 25, 2022

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECTS**
RMUS3 MUSCOOT FARM INFRASTRUCTURE
RMUS7 MUSCOOT FARM SITE WORK

The Planning Department has reviewed the above referenced capital projects (Fact Sheets #1968 and #1970), in accordance with the State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617 (SEQR).

These two capital projects have been collectively classified as a Type I action pursuant to SEQR. As required for Type I actions, a Full Environmental Assessment Form was prepared for the project and coordinated review was initiated on behalf of the Board of Legislators.

In accordance with SEQR, a notice of intent for the County to serve as Lead Agency was distributed to involved and interested agencies on May 25, 2022. Since no objections were received, the Board of Legislators may assume the role of Lead Agency for the environmental review of these projects. Attached is the Full Environmental Assessment Form that has been prepared for these projects for consideration by the Board of Legislators.

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

DSK/cnm
Att.
cc: Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Tami Altschiller, Assistant Chief Deputy County Attorney
Gideon Grande, Deputy Budget Director
Lorraine Marzola, Associate Budget Director
Kathleen O'Connor, Commissioner of Parks, Recreation and Conservation
Peter Tartaglia, First Deputy Commissioner, Dept. of Parks, Recreation and Conservation
Kelly Sheehan, Assistant Commissioner
William Brady, Chief Planner
Michael Lipkin, Associate Planner
Claudia Maxwell, Associate Environmental Planner

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project: Muscoot Farm Site and Infrastructure Improvements		
Project Location (describe, and attach a general location map): 51 Route 100, Katonah (Town of Somers), Westchester County, New York		
Brief Description of Proposed Action (include purpose or need): Various improvements are proposed to maintain and better manage this popular County park and active farm. Project will include in-kind replacement of brick sidewalks and patio's around the main house, gravel pathways, and replacement of the old woven wire pasture fences with wood and/or steel posts with woven wire mesh, along with removal of vegetation that has grown along the fence lines. The existing parking lot, which currently consists of compacted soil and gravel, will be reconstructed with porous pavement and landscaped islands. The driveway and maintenance yard, which also consists of compacted soil and gravel, will be paved instead in order to improve operations and minimize potential infiltration of any foreign matter associated with maintenance operations. A bioretention basin will be installed on the west side of the maintenance facility to capture and treat stormwater runoff from the new pavement. The project will also include construction of a new restroom building and installation of a new septic field to handle sanitary waste from the new facility, as well as from existing onsite facilities which will be rerouted to the new septic field. To alleviate wet conditions in the certain active areas of the farm, re-grading and drainage structures will be installed to collect excess storm water and direct it to a new basin that will be constructed north of the storage barn and carriage house, where an existing shed will be removed.		
Name of Applicant/Sponsor: County of Westchester	Telephone: 914-995-2000 E-Mail:	
Address: 148 Martine Avenue		
City/PO: White Plains	State: New York	Zip Code: 10601
Project Contact (if not same as sponsor; give name and title/role): David S. Kvinge, Director of Environmental Planning	Telephone: 914-995-4400 E-Mail: dsk2@westchestergov.com	
Address: 148 Martine Avenue, Room 432		
City/PO: White Plains	State: NY	Zip Code: 10601
Property Owner (if not same as sponsor):	Telephone: E-Mail:	
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)		
Government Entity	**If Yes: Identify Agency and Approval(s) Required**	**Application Date (Actual or projected)**
a. City Counsel, Town Board, or Village Board of Trustees ☐Yes☑No		
b. City, Town or Village Planning Board or Commission ☐Yes☑No		
c. City, Town or Village Zoning Board of Appeals ☐Yes☑No		
d. Other local agencies ☑Yes☐No	NYCDEP Lease amendment	
e. County agencies ☑Yes☐No	BOL funding DOH septic system	Anticipated Summer 2022 January 4, 2022
f. Regional agencies ☐Yes☐No		
g. State agencies ☑Yes☐No	NYSDEC SPDES SHPO	TBD December 3, 2022
h. Federal agencies ☐Yes☐No		

i. Coastal Resources.

i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? ☐Yes☑No

ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program? ☐Yes☑No

iii. Is the project site within a Coastal Erosion Hazard Area? ☐Yes☐No

C. Planning and Zoning

C.1. Planning and zoning actions.

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? ☐Yes☑No

- **If Yes,** complete sections C, F and G.
- **If No,** proceed to question C.2 and complete all remaining sections and questions in Part 1

C.2. Adopted land use plans.

a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? ☑Yes☐No

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? ☐Yes☑No

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) ☑Yes☐No

If Yes, identify the plan(s):

NYC Watershed Boundary

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? ☐Yes☑No

If Yes, identify the plan(s):

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. ☑ Yes ☐ No
If Yes, what is the zoning classification(s) including any applicable overlay district?
R120 Residence District

b. Is the use permitted or allowed by a special or conditional use permit? ☐ Yes ☑ No

c. Is a zoning change requested as part of the proposed action? ☐ Yes ☑ No
If Yes,
i. What is the proposed new zoning for the site? _____

C.4. Existing community services.

a. In what school district is the project site located? Somers School District

b. What police or other public protection forces serve the project site?
NYS Police & Somers Police Department

c. Which fire protection and emergency medical services serve the project site?
Somers Fire District & Somers EMS

d. What parks serve the project site?
N/A. The site is a county park.

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Recreational

b. a. Total acreage of the site of the proposed action? 30.6 acres
b. Total acreage to be physically disturbed? 4.5 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 777 acres

c. Is the proposed action an expansion of an existing project or use? ☐ Yes ☑ No
i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % N/A Units: _____

d. Is the proposed action a subdivision, or does it include a subdivision? ☐ Yes ☑ No
If Yes,
i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)
ii. Is a cluster/conservation layout proposed? ☐ Yes ☐ No
iii. Number of lots proposed? _____
iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will the proposed action be constructed in multiple phases? ☐ Yes ☑ No
i. If No, anticipated period of construction: 12 months
ii. If Yes:
- Total number of phases anticipated _____
- Anticipated commencement date of phase 1 (including demolition) _____ month _____ year
- Anticipated completion date of final phase _____ month _____ year
- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

f. Does the project include new residential uses? ☐Yes ☑No
If Yes, show numbers of units proposed.

	One Family	Two Family	Three Family	Multiple Family (four or more)
Initial Phase				
At completion of all phases				

g. Does the proposed action include new non-residential construction (including expansions)? ☑Yes ☐No
If Yes,
i. Total number of structures 1 (New restroom building)
ii. Dimensions (in feet) of largest proposed structure: 17' height; 28' width; and 30' length
iii. Approximate extent of building space to be heated or cooled: 840 square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? ☑Yes ☐No
If Yes,
i. Purpose of the impoundment: Storm water management
ii. If a water impoundment, the principal source of the water: ☐ Ground water ☐ Surface water streams ☑Other specify: Stormwater runoff.
iii. If other than water, identify the type of impounded/contained liquids and their source.
iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: 7,720 SF acres
v. Dimensions of the proposed dam or impounding structure: 5' height; 125' length
vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): Impoundment will be created by excavation. 4" of topsoil will be installed on the surface.

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) ☑Yes ☐No
If Yes:
i. What is the purpose of the excavation or dredging? Excavation to reconstruct existing facilities and install new facilities.
ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?
- Volume (specify tons or cubic yards): 3,735 CY
- Over what duration of time? 12 Months

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them.
Soils range from sandy/gravelly soils in the pathways and parking lot to rich loamy soils in the existing pastures. Some contaminated soils are expected due to its use as a farm for more than one hundred years. Any contaminated soils will remain on site for re-use elsewhere within the property.
iv. Will there be onsite dewatering or processing of excavated materials? ☑Yes ☐No
If yes, describe. Soil stockpiles will be used to facilitate separation and segregation of contaminated soils from clean soils. No dewatering.
v. What is the total area to be dredged or excavated? 1.2 acres
vi. What is the maximum area to be worked at any one time? 1.2 acres
vii. What would be the maximum depth of excavation or dredging? 6' feet
viii. Will the excavation require blasting? ☐Yes ☑No
ix. Summarize site reclamation goals and plan:
Excavated soils intended to remain on site will be re-purposed where appropriate as either backfill material for proposed structures, top dressing and re-seeding of existing pastures or spread over existing dirt roads to elimate ponding and facilitate positive drainage. All other areas of excavation will be restored to their original condition.

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? ☐Yes ☑No
If Yes:
i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description):

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres: _____

iii. Will the proposed action cause or result in disturbance to bottom sediments? ☐Yes ☐No
If Yes, describe: _____

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? ☐Yes ☐No
If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

c. Will the proposed action use, or create a new demand for water? ☐Yes ☑No
If Yes:

i. Total anticipated water usage/demand per day: _____ gallons/day

ii. Will the proposed action obtain water from an existing public water supply? ☐Yes ☐No
If Yes:

- Name of district or service area: _____
- Does the existing public water supply have capacity to serve the proposal? ☐Yes ☐No
- Is the project site in the existing district? ☐Yes ☐No
- Is expansion of the district needed? ☐Yes ☐No
- Do existing lines serve the project site? ☐Yes ☐No

iii. Will line extension within an existing district be necessary to supply the project? ☐Yes ☐No
If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____
- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site? ☐Yes ☐No
If, Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? ☑Yes ☐No
If Yes:

i. Total anticipated liquid waste generation per day: 5,000 gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____
Sanitary wastewater

iii. Will the proposed action use any existing public wastewater treatment facilities? ☐Yes ☑No
If Yes:

- Name of wastewater treatment plant to be used: _____
- Name of district: _____
- Does the existing wastewater treatment plant have capacity to serve the project? ☐Yes ☐No
- Is the project site in the existing district? ☐Yes ☐No
- Is expansion of the district needed? ☐Yes ☐No

- Do existing sewer lines serve the project site? ☐Yes ☐No
- Will a line extension within an existing district be necessary to serve the project? ☐Yes ☐No

  If Yes:
  - Describe extensions or capacity expansions proposed to serve this project: _____

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? ☐Yes ☑No

If Yes:
- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- What is the receiving water for the wastewater discharge? _____

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans):

A new restroom building will be constructed along with a new onsite septic system to replace the existing antiquated septic system and meet current demand. Sanitary wastewater from the existing main house and bathrooms adjacent to the activity building will be redirected to the new septic system.

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____

N/A

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? ☑Yes ☐No

If Yes:

i. How much impervious surface will the project create in relation to total size of project parcel?

_____ Square feet or 0.27 acres (impervious surface)

_____ Square feet or 777 acres (parcel size)

ii. Describe types of new point sources. Point sources will be limited to overflow outfalls for the maintenance area bioretention basin, the farm area stormwater collection basin, and parking lot infiltration trench.

iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?

Overflow outfall from maintenance area bioretention basin will be directed to a depression beside Route 100. Overflow from farm area basin will be directed NYCDEP owned land to the west as will any overflow from an infiltration trench to be constructed on the west side of the porous pavement parking lot.

- If to surface waters, identify receiving water bodies or wetlands: _____

  Overflow from farm area basin will discharge into a drainage channel on NYCDEP land which leads to the New Croton Reservoir.
- Will stormwater runoff flow to adjacent properties? ☑Yes ☐No

iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? ☑Yes ☐No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? ☐Yes ☑No

Project will not add any new sources below.

If Yes, identify:

i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)

ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)

iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? ☐Yes ☑No

If Yes:

i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) ☐Yes ☐No

ii. In addition to emissions as calculated in the application, the project will generate:
- _____Tons/year (short tons) of Carbon Dioxide (CO_2)
- _____Tons/year (short tons) of Nitrous Oxide (N_2O)
- _____Tons/year (short tons) of Perfluorocarbons (PFCs)
- _____Tons/year (short tons) of Sulfur Hexafluoride (SF_6)
- _____Tons/year (short tons) of Carbon Dioxide equivalent of Hydroflourocarbons (HFCs)
- _____Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? ☐Yes ☑No

If Yes:

i. Estimate methane generation in tons/year (metric): _____

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? ☐Yes ☑No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust):

_____

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? ☐Yes ☑No

If Yes:

i. When is the peak traffic expected (Check all that apply): ☐ Morning ☐ Evening ☐Weekend ☐ Randomly between hours of _____ to _____.

ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____

iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____

iv. Does the proposed action include any shared use parking? ☐Yes ☐No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe:

vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? ☐Yes ☐No

vii Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? ☐Yes ☐No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? ☐Yes ☐No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? ☐Yes ☑No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other):

iii. Will the proposed action require a new, or an upgrade, to an existing substation? ☐Yes ☐No

l. Hours of operation. Answer all items which apply.

i. During Construction:

- Monday - Friday: 7:00am to 5:00pm
- Saturday: 7:00am to 5:00pm as needed
- Sunday: _____
- Holidays: _____

ii. During Operations: Existing ongoing active farm.

- Monday - Friday: _____
- Saturday: _____
- Sunday: _____
- Holidays: _____

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? ☐Yes ☑No

If yes:

i. Provide details including sources, time of day and duration:

ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? ☐Yes ☐No

Describe:

n. Will the proposed action have outdoor lighting? ☐Yes ☑No

If yes:

i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? ☐Yes ☑No

Describe:

o. Does the proposed action have the potential to produce odors for more than one hour per day? ☐Yes ☑No

If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures:

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? ☐Yes ☑No

If Yes:

i. Product(s) to be stored

ii. Volume(s) _____ per unit time _____ (e.g., month, year)

iii. Generally, describe the proposed storage facilities:

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? ☐Yes ☑No

If Yes:

i. Describe proposed treatment(s):

No use of pesticides during construction. Farm operations will remain the same.

ii. Will the proposed action use Integrated Pest Management Practices? ☐Yes ☐No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? ☑Yes ☐No

If Yes:

i. Describe any solid waste(s) to be generated during construction or operation of the facility:

- Construction: 40 CY tons per 12 month period (unit of time)
- Operation : No change (N/C). tons per _____ (unit of time)

ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:

- Construction:
- Operation: N/C

iii. Proposed disposal methods/facilities for solid waste generated on-site:

- Construction: There will be 10,000 LF of Woven Wire Fence being removed. While the the fence fabric becomes the property of the Contractor to be disposed of off-site, it will likely be recycled at a NYSDEC approved metal recycling facility.
- Operation: N/C

s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☑ No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☑ No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☐ No

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: _____

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

☐ Urban ☐ Industrial ☐ Commercial ☐ Residential (suburban) ☐ Rural (non-farm)

☑ Forest ☑ Agriculture ☐ Aquatic ☐ Other (specify): _____

ii. If mix of uses, generally describe: _____

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	0.93	2.18	+1.25
• Forested	1.56	1.56	0.00
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	4.20	4.53	+0.33
• Agricultural (includes active orchards, field, greenhouse etc.)	20.89	20.56	-0.33
• Surface water features (lakes, ponds, streams, rivers, etc.)	0.02	0.00	-0.02
• Wetlands (freshwater or tidal)	0.00	0.00	0.00
• Non-vegetated (bare rock, earth or fill)	0.40	0.40	0.00
• Other Describe: Gravel/Dirt Roads, Pathways and Parking Lots	2.66	1.43	-1.23

c. Is the project site presently used by members of the community for public recreation? ☑ Yes ☐ No

i. If Yes: explain: The facility is a County park open to the public with public programs offered year-round.

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? ☐ Yes ☑ No

If Yes,

i. Identify Facilities: _____

e. Does the project site contain an existing dam? ☐ Yes ☑ No

If Yes:

i. Dimensions of the dam and impoundment:

- Dam height: _____ feet
- Dam length: _____ feet
- Surface area: _____ acres
- Volume impounded: _____ gallons OR acre-feet

ii. Dam's existing hazard classification: _____

iii. Provide date and summarize results of last inspection: _____

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? ☐ Yes ☑ No

If Yes:

i. Has the facility been formally closed? ☐ Yes ☐ No

- If yes, cite sources/documentation: _____

ii. Describe the location of the project site relative to the boundaries of the solid waste management facility: _____

iii. Describe any development constraints due to the prior solid waste activities: _____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? ☐ Yes ☑ No

If Yes:

i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred: _____

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? ☐ Yes ☑ No

If Yes:

i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☐ Yes ☑ No

☐ Yes – Spills Incidents database — Provide DEC ID number(s): _____

☐ Yes – Environmental Site Remediation database — Provide DEC ID number(s): _____

☑ Neither database

ii. If site has been subject of RCRA corrective activities, describe control measures: _____

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☐ Yes ☑ No

If yes, provide DEC ID number(s): _____

iv. If yes to (i), (ii) or (iii) above, describe current status of site(s): _____

v. Is the project site subject to an institutional control limiting property uses? ☐Yes ☑No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? ☐Yes ☐No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? >6 feet

b. Are there bedrock outcroppings on the project site? ☑Yes ☐No
If Yes, what proportion of the site is comprised of bedrock outcroppings? 1.3 %

c. Predominant soil type(s) present on project site:

Chatfield-Charlton complex (CsD)	38 %
Hinckley (HnB)	25 %
Charlton-Chatfield complex (CrC)	24 %

d. What is the average depth to the water table on the project site? Average: >6 feet

e. Drainage status of project site soils:
- ☑ Well Drained: +/-94 % of site
- ☑ Moderately Well Drained: +/-5 % of site
- ☑ Poorly Drained <1 % of site

f. Approximate proportion of proposed action site with slopes:
- ☐ 0-10%: 30 % of site
- ☐ 10-15%: 10 % of site
- ☐ 15% or greater: 60 % of site

g. Are there any unique geologic features on the project site? ☐Yes ☑No
If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? ☐Yes ☑No

ii. Do any wetlands or other waterbodies adjoin the project site? ☑Yes ☐No

If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? ☑Yes ☐No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name _____ Classification _____
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name _____ Approximate Size _____
- Wetland No. (if regulated by DEC) _____

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? ☐Yes ☑No

If yes, name of impaired water body/bodies and basis for listing as impaired: _____

i. Is the project site in a designated Floodway? ☐Yes ☑No

j. Is the project site in the 100-year Floodplain? ☐Yes ☑No

k. Is the project site in the 500-year Floodplain? ☐Yes ☑No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? ☐Yes ☑No
If Yes:

i. Name of aquifer: _____

m. Identify the predominant wildlife species that occupy or use the project site:

Limited wildlife within active farm areas. deer, woodchuck, rabbit, mice.

Bordering non-farm areas support typical Various birds, including Robin, Bluebird,

woodland and edge species, such as wrens, warblers, woodpeckers, turkey.

n. Does the project site contain a designated significant natural community? ☐Yes ☑No

If Yes:

i. Describe the habitat/community (composition, function, and basis for designation): _____

ii. Source(s) of description or evaluation: _____

iii. Extent of community/habitat:

- Currently: _____ acres
- Following completion of project as proposed: _____ acres
- Gain or loss (indicate + or -): _____ acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? ☐Yes ☑No

If Yes:

i. Species and listing (endangered or threatened): _____

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? ☐Yes ☑No

If Yes:

i. Species and listing: _____

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? ☐Yes ☑No

If yes, give a brief description of how the proposed action may affect that use: _____

E.3. Designated Public Resources On or Near Project Site

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? ☑Yes ☐No

If Yes, provide county plus district name/number: WEST001

b. Are agricultural lands consisting of highly productive soils present? ☑Yes ☐No

i. If Yes: acreage(s) on project site? Sutton (SuB) +/-2 acres; Hinckley (HnB) +/- 8 acres (within project boundaries)

ii. Source(s) of soil rating(s): USDA Natural Resources Conservation Service

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? ☐Yes ☑No

If Yes:

i. Nature of the natural landmark: ☐ Biological Community ☐ Geological Feature

ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? ☑Yes ☐No

If Yes:

i. CEA name: County & State Park Lands

ii. Basis for designation: Exceptional or unique character

iii. Designating agency and date: Agency:Westchester County, Date:1-31-90

e. 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? ☑ Yes ☐ No

If Yes:

i. Nature of historic/archaeological resource: ☐ Archaeological Site ☑ Historic Building or District

ii. Name: Muscoot Farm

iii. Brief description of attributes on which listing is based:

Eligible for listing based on its contribution to broad patterns in our history and embodiment of the distinctive building characteristics of the period.

f. 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? ☑ Yes ☐ No

g. Have additional archaeological or historic site(s) or resources been identified on the project site? ☐ Yes ☑ No

If Yes:

i. Describe possible resource(s): No additional historic or archaeological resources were identified in studies that were conducted for this property.

ii. Basis for identification: Phase 1A (Hartgen Archeological Associates, Inc., 2007); Phase 1B (Stony Creek Archaeology, Inc. 2021)

h. Is the project site within fives miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? ☐ Yes ☑ No

If Yes:

i. Identify resource: _____

ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____

iii. Distance between project and resource: _____ miles.

i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? ☐ Yes ☑ No

If Yes:

i. Identify the name of the river and its designation: _____

ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? ☐ Yes ☐ No

F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

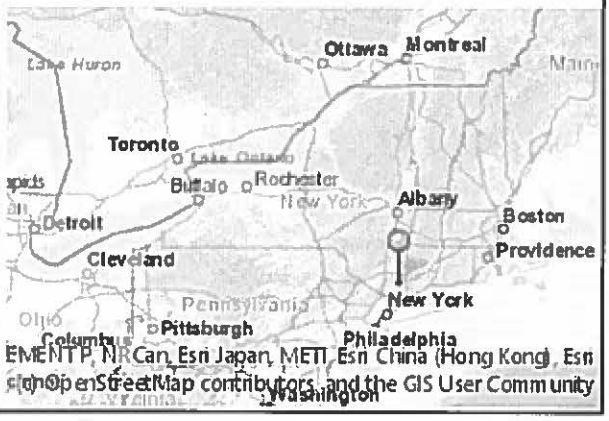
I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name County of Westchester Date June 23, 2022

Signature Dan Kisge Title Assistant Commissioner

PRINT FORM

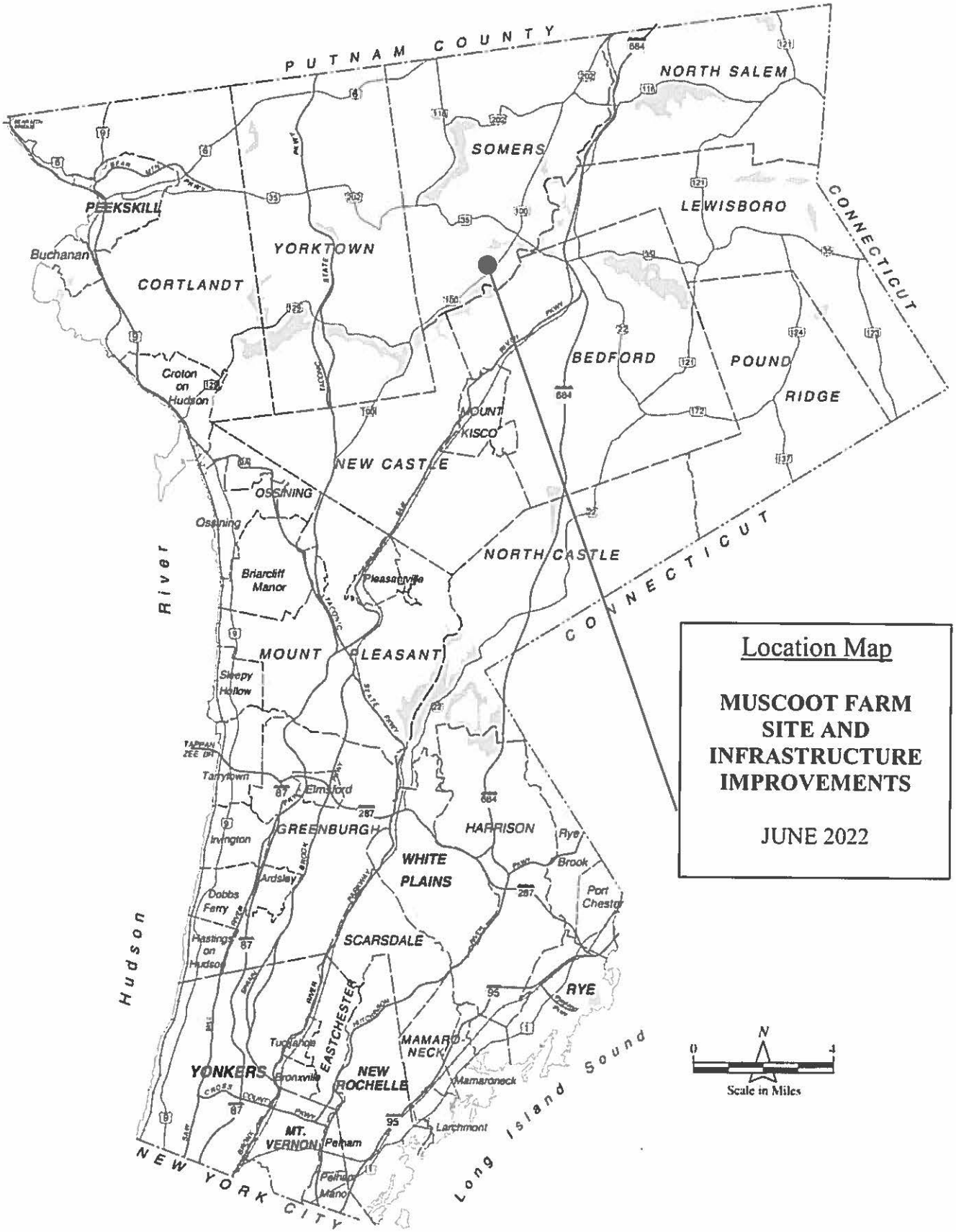
Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.



B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Yes - Digital mapping data are not available for all Special Planning Districts. Refer to EAF Workbook.
C.2.b. [Special Planning District - Name]	NYC Watershed Boundary
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	No
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	No
E.2.h.ii [Surface Water Features]	Yes
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	No
E.2.k. [500 Year Floodplain]	No
E.2.l. [Aquifers]	No
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	No

E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	Yes
E.3.a. [Agricultural District]	WEST001
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	Yes
E.3.d [Critical Environmental Area - Name]	County & State Park Lands
E.3.d.ii [Critical Environmental Area - Reason]	Exceptional or unique character
E.3.d.iii [Critical Environmental Area – Date and Agency]	Agency:Westchester County, Date:1-31-90
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No

WESTCHESTER COUNTY, NEW YORK




FENCE IMPROVEMENTS
GARDEN AREA IMPROVEMENTS
PARKING LOT IMPROVEMENTS
DRAINAGE IMPROVEMENTS
GRAVEL PATHWAY IMPROVEMENTS
NEW ABSORPTION FIELD
ROUTE 100
ROUTE 100
MAIN HOUSE WALKWAY/PATIO IMPROVEMENTS
NEW RESTROOM BUILDING
ENTRANCE DRIVE & MAINTENANCE YARD IMPROVEMENTS

Full Environmental Assessment Form
Part 2 - Identification of Potential Project Impacts

Part 2 is to be completed by the lead agency. Part 2 is designed to help the lead agency inventory all potential resources that could be affected by a proposed project or action. We recognize that the lead agency's reviewer(s) will not necessarily be environmental professionals. So, the questions are designed to walk a reviewer through the assessment process by providing a series of questions that can be answered using the information found in Part 1. To further assist the lead agency in completing Part 2, the form identifies the most relevant questions in Part 1 that will provide the information needed to answer the Part 2 question. When Part 2 is completed, the lead agency will have identified the relevant environmental areas that may be impacted by the proposed activity.

If the lead agency is a state agency **and** the action is in any Coastal Area, complete the Coastal Assessment Form before proceeding with this assessment.

Tips for completing Part 2:

- Review all of the information provided in Part 1.
- Review any application, maps, supporting materials and the Full EAF Workbook.
- Answer each of the 18 questions in Part 2.
- If you answer "**Yes**" to a numbered question, please complete all the questions that follow in that section.
- If you answer "**No**" to a numbered question, move on to the next numbered question.
- Check appropriate column to indicate the anticipated size of the impact.
- Proposed projects that would exceed a numeric threshold contained in a question should result in the reviewing agency checking the box "Moderate to large impact may occur."
- The reviewer is not expected to be an expert in environmental analysis.
- If you are not sure or undecided about the size of an impact, it may help to review the sub-questions for the general question and consult the workbook.
- When answering a question consider all components of the proposed activity, that is, the "whole action".
- Consider the possibility for long-term and cumulative impacts as well as direct impacts.
- Answer the question in a reasonable manner considering the scale and context of the project.

1. Impact on Land
Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1) ☐ NO ☑ YES
If "Yes", answer questions a - j. If "No", move on to Section 2.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may involve construction on land where depth to water table is less than 3 feet.	E2d	☑	☐
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	☑	☐
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a	☑	☐
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a	☐	☑
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	D1e	☑	☐
f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).	D2e, D2q	☑	☐
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	☑	☐
h. Other impacts: _____		☐	☐

2. Impact on Geological Features

The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g) ☑ NO ☐ YES

If "Yes", answer questions a - c. If "No", move on to Section 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Identify the specific land form(s) attached: _____	E2g	☐	☐
b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____	E3c	☐	☐
c. Other impacts: _____		☐	☐

3. Impacts on Surface Water

The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h) ☐ NO ☑ YES

If "Yes", answer questions a - l. If "No", move on to Section 4.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may create a new water body.	D2b, D1h	☑	☐
b. The proposed action may result in an increase or decrease of over 10% or more than a 10 acre increase or decrease in the surface area of any body of water.	D2b	☑	☐
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a	☑	☐
d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.	E2h	☑	☐
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h	☑	☐
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c	☑	☐
g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).	D2d	☑	☐
h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.	D2e	☑	☐
i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.	E2h	☑	☐
j. The proposed action may involve the application of pesticides or herbicides in or around any water body.	D2q, E2h	☑	☐
k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.	D1a, D2d	☐	☑

l. Other impacts: _____		☐	☐

4. Impact on groundwater

The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer. (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t) ☑ NO ☐ YES

If "Yes", answer questions a - h. If "No", move on to Section 5.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.	D2c	☐	☐
b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer. Cite Source: _____	D2c	☐	☐
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c	☐	☐
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	☐	☐
e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated.	D2c, E1f, E1g, E1h	☐	☐
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E2l	☐	☐
g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources.	E2h, D2q, E2l, D2c	☐	☐
h. Other impacts: _____		☐	☐

5. Impact on Flooding

The proposed action may result in development on lands subject to flooding. (See Part 1. E.2) ☑ NO ☐ YES

If "Yes", answer questions a - g. If "No", move on to Section 6.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in development in a designated floodway.	E2i	☐	☐
b. The proposed action may result in development within a 100 year floodplain.	E2j	☐	☐
c. The proposed action may result in development within a 500 year floodplain.	E2k	☐	☐
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	☐	☐
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	☐	☐
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	E1e	☐	☐

g. Other impacts: _____		☐	☐

6. Impacts on Air

The proposed action may include a state regulated air emission source. (See Part 1. D.2.f., D.2.h, D.2.g) ☑ NO ☐ YES

If "Yes", answer questions a - f. If "No", move on to Section 7.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels:			
i. More than 1000 tons/year of carbon dioxide (CO_2)	D2g	☐	☐
ii. More than 3.5 tons/year of nitrous oxide (N_2O)	D2g	☐	☐
iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs)	D2g	☐	☐
iv. More than .045 tons/year of sulfur hexafluoride (SF_6)	D2g	☐	☐
v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions	D2g	☐	☐
vi. 43 tons/year or more of methane	D2h	☐	☐
b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants.	D2g	☐	☐
c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour.	D2f, D2g	☐	☐
d. The proposed action may reach 50% of any of the thresholds in "a" through "c", above.	D2g	☐	☐
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s	☐	☐
f. Other impacts: _____		☐	☐

7. Impact on Plants and Animals

The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. m.-q.) ☐ NO ☑ YES

If "Yes", answer questions a - j. If "No", move on to Section 8.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2o	☑	☐
b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government.	E2o	☑	☐
c. The proposed action may cause reduction in population, or loss of individuals, of any species of special concern or conservation need, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2p	☑	☐
d. The proposed action may result in a reduction or degradation of any habitat used by any species of special concern and conservation need, as listed by New York State or the Federal government.	E2p	☑	☐

e. The proposed action may diminish the capacity of a registered National Natural Landmark to support the biological community it was established to protect.	E3c	☑	☐
f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community. Source: _____	E2n	☑	☐
g. The proposed action may substantially interfere with nesting/breeding, foraging, or over-wintering habitat for the predominant species that occupy or use the project site.	E2m	☑	☐
h. The proposed action requires the conversion of more than 10 acres of forest, grassland or any other regionally or locally important habitat. Habitat type & information source: _____	E1b	☑	☐
i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.	D2q	☑	☐
j. Other impacts: _____		☐	☐

8. Impact on Agricultural Resources

The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.) ☐ NO ☑ YES

If "Yes", answer questions a - h. If "No", move on to Section 9.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.	E2c, E3b	☐	☑
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).	E1a, E1b	☑	☐
c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.	E3b	☐	☑
d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District.	E1b, E3a	☑	☐
e. The proposed action may disrupt or prevent installation of an agricultural land management system.	El a, E1b	☑	☐
f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.	C2c, C3, D2c, D2d	☑	☐
g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.	C2c	☑	☐
h. Other impacts: _____		☐	☐

9. **Impact on Aesthetic Resources** The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part 1. E.1.a, E.1.b, E.3.h.) *If "Yes", answer questions a - g. If "No", go to Section 10.*	☑ NO	☐ YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource.	E3h	☐	☐
b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	E3h, C2b	☐	☐
c. The proposed action may be visible from publicly accessible vantage points: i. Seasonally (e.g., screened by summer foliage, but visible during other seasons) ii. Year round	E3h	☐ ☐	☐ ☐
d. The situation or activity in which viewers are engaged while viewing the proposed action is: i. Routine travel by residents, including travel to and from work ii. Recreational or tourism based activities	E3h E2q, E1c	☐ ☐	☐ ☐
e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	E3h	☐	☐
f. There are similar projects visible within the following distance of the proposed project: 0-1/2 mile ½ -3 mile 3-5 mile 5+ mile	D1a, E1a, D1f, D1g	☐	☐
g. Other impacts: _____		☐	☐

10. **Impact on Historic and Archeological Resources** The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.) *If "Yes", answer questions a - e. If "No", go to Section 11.*	☐ NO	☑ YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on the National or State Register of Historical 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.	E3e	☑	☐
b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.	E3f	☑	☐
c. The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory. Source: _____	E3g	☑	☐

d. Other impacts: _____		☐	☐
e. If any of the above (a-d) are answered "Moderate to large impact may occur", continue with the following questions to help support conclusions in Part 3:			
i. The proposed action may result in the destruction or alteration of all or part of the site or property.	E3e, E3g, E3f	☐	☐
ii. The proposed action may result in the alteration of the property's setting or integrity.	E3e, E3f, E3g, E1a, E1b	☐	☐
iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property, or may alter its setting.	E3e, E3f, E3g, E3h, C2, C3	☐	☐

11. Impact on Open Space and Recreation

The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan.
(See Part 1. C.2.c, E.1.c., E.2.q.)
If "Yes", answer questions a - e. If "No", go to Section 12.

☑ NO ☐ YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in an impairment of natural functions, or "ecosystem services", provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat.	D2e, E1b E2h, E2m, E2o, E2n, E2p	☐	☐
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q	☐	☐
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c E1c, E2q	☐	☐
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c	☐	☐
e. Other impacts: _____		☐	☐

12. Impact on Critical Environmental Areas

The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1. E.3.d)
If "Yes", answer questions a - c. If "No", go to Section 13.

☐ NO ☑ YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.	E3d	☑	☐
b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA.	E3d	☑	☐
c. Other impacts: _____		☐	☐

13. Impact on Transportation
The proposed action may result in a change to existing transportation systems. (See Part 1. D.2.j) ☑ NO ☐ YES
If "Yes", answer questions a - f. If "No", go to Section 14.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Projected traffic increase may exceed capacity of existing road network.	D2j	☐	☐
b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.	D2j	☐	☐
c. The proposed action will degrade existing transit access.	D2j	☐	☐
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	☐	☐
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	☐	☐
f. Other impacts: _____		☐	☐

14. Impact on Energy
The proposed action may cause an increase in the use of any form of energy. (See Part 1. D.2.k) ☑ NO ☐ YES
If "Yes", answer questions a - e. If "No", go to Section 15.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action will require a new, or an upgrade to an existing, substation.	D2k	☐	☐
b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use.	D1f, D1q, D2k	☐	☐
c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.	D2k	☐	☐
d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.	D1g	☐	☐
e. Other Impacts: _____			

15. Impact on Noise, Odor, and Light
The proposed action may result in an increase in noise, odors, or outdoor lighting. (See Part 1. D.2.m., n., and o.) ☑ NO ☐ YES
If "Yes", answer questions a - f. If "No", go to Section 16.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may produce sound above noise levels established by local regulation.	D2m	☐	☐
b. The proposed action may result in blasting within 1,500 feet of any residence, hospital, school, licensed day care center, or nursing home.	D2m, E1d	☐	☐
c. The proposed action may result in routine odors for more than one hour per day.	D2o	☐	☐

d. The proposed action may result in light shining onto adjoining properties.	D2n	☐	☐
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	☐	☐
f. Other impacts: _____		☐	☐

16. Impact on Human Health

The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part 1.D.2.q., E.1. d. f. g. and h.) ☑ NO ☐ YES

If "Yes", answer questions a - m. If "No", go to Section 17.

	Relevant Part I Question(s)	No,or small impact may occur	Moderate to large impact may occur
a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.	E1d	☐	☐
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h	☐	☐
c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.	E1g, E1h	☐	☐
d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement or deed restriction).	E1g, E1h	☐	☐
e. The proposed action may affect institutional control measures that were put in place to ensure that the site remains protective of the environment and human health.	E1g, E1h	☐	☐
f. The proposed action has adequate control measures in place to ensure that future generation, treatment and/or disposal of hazardous wastes will be protective of the environment and human health.	D2t	☐	☐
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f	☐	☐
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f	☐	☐
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s	☐	☐
j. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste.	E1f, E1g E1h	☐	☐
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.	E1f, E1g	☐	☐
l. The proposed action may result in the release of contaminated leachate from the project site.	D2s, E1f, D2r	☐	☐
m. Other impacts: _____			

17. Consistency with Community Plans

The proposed action is not consistent with adopted land use plans. ☑ NO ☐ YES
(See Part 1. C.1, C.2. and C.3.)
If "Yes", answer questions a - h. If "No", go to Section 18.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action's land use components may be different from, or in sharp contrast to, current surrounding land use pattern(s).	C2, C3, D1a E1a, E1b	☐	☐
b. The proposed action will cause the permanent population of the city, town or village in which the project is located to grow by more than 5%.	C2	☐	☐
c. The proposed action is inconsistent with local land use plans or zoning regulations.	C2, C2, C3	☐	☐
d. The proposed action is inconsistent with any County plans, or other regional land use plans.	C2, C2	☐	☐
e. The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure.	C3, D1c, D1d, D1f, D1d, E1b	☐	☐
f. The proposed action is located in an area characterized by low density development that will require new or expanded public infrastructure.	C4, D2c, D2d D2j	☐	☐
g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)	C2a	☐	☐
h. Other: _____		☐	☐

18. Consistency with Community Character

The proposed project is inconsistent with the existing community character. ☑ NO ☐ YES
(See Part 1. C.2, C.3, D.2, E.3)
If "Yes", answer questions a - g. If "No", proceed to Part 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may replace or eliminate existing facilities, structures, or areas of historic importance to the community.	E3e, E3f, E3g	☐	☐
b. The proposed action may create a demand for additional community services (e.g. schools, police and fire)	C4	☐	☐
c. The proposed action may displace affordable or low-income housing in an area where there is a shortage of such housing.	C2, C3, D1f D1g, E1a	☐	☐
d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources.	C2, E3	☐	☐
e. The proposed action is inconsistent with the predominant architectural scale and character.	C2, C3	☐	☐
f. Proposed action is inconsistent with the character of the existing natural landscape.	C2, C3 E1a, E1b E2g, E2h	☐	☐
g. Other impacts: _____		☐	☐

PRINT FULL FORM

Full Environmental Assessment Form
Part 3 - Evaluation of the Magnitude and Importance of Project Impacts and Determination of Significance

Part 3 provides the reasons in support of the determination of significance. The lead agency must complete Part 3 for every question in Part 2 where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.

Based on the analysis in Part 3, the lead agency must decide whether to require an environmental impact statement to further assess the proposed action or whether available information is sufficient for the lead agency to conclude that the proposed action will not have a significant adverse environmental impact. By completing the certification on the next page, the lead agency can complete its determination of significance.

Reasons Supporting This Determination:
To complete this section:

- Identify the impact based on the Part 2 responses and describe its magnitude. Magnitude considers factors such as severity, size or extent of an impact.
- Assess the importance of the impact. Importance relates to the geographic scope, duration, probability of the impact occurring, number of people affected by the impact and any additional environmental consequences if the impact were to occur.
- The assessment should take into consideration any design element or project changes.
- Repeat this process for each Part 2 question where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.
- Provide the reason(s) why the impact may, or will not, result in a significant adverse environmental impact
- For Conditional Negative Declarations identify the specific condition(s) imposed that will modify the proposed action so that no significant adverse environmental impacts will result.
- Attach additional sheets, as needed.

See attachment.

Determination of Significance - Type 1 and Unlisted Actions

SEQR Status: ☑ Type 1 ☐ Unlisted

Identify portions of EAF completed for this Project: ☑ Part 1 ☑ Part 2 ☑ Part 3

Upon review of the information recorded on this EAF, as noted, plus this additional support information

and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the County of Westchester, acting by and through its Board of Legislators, as lead agency that:

☑ A. This project will result in no significant adverse impacts on the environment, and, therefore, an environmental impact statement need not be prepared. Accordingly, this negative declaration is issued.

☐ B. Although this project could have a significant adverse impact on the environment, that impact will be avoided or substantially mitigated because of the following conditions which will be required by the lead agency:

There will, therefore, be no significant adverse impacts from the project as conditioned, and, therefore, this conditioned negative declaration is issued. A conditioned negative declaration may be used only for UNLISTED actions (see 6 NYCRR 617.d).

☐ C. This Project may result in one or more significant adverse impacts on the environment, and an environmental impact statement must be prepared to further assess the impact(s) and possible mitigation and to explore alternatives to avoid or reduce those impacts. Accordingly, this positive declaration is issued.

Name of Action: Muscoot Farm Site and Infrastructure Improvements

Name of Lead Agency: County of Westchester

Name of Responsible Officer in Lead Agency: Malika Vanderberg

Title of Responsible Officer: Clerk and Chief Administrative Officer of the Westchester County Board of Legislators

Signature of Responsible Officer in Lead Agency: Date:

Signature of Preparer (if different from Responsible Officer) Dan Kvinge Date: June 23, 2022

For Further Information:

Contact Person: David S. Kvinge, Assistant Commissioner

Address: 148 Martine Avenue, Room 432, White Plains, NY 10601

Telephone Number: 914-995-4400

E-mail: dsk2@westchestergov.com

For Type 1 Actions and Conditioned Negative Declarations, a copy of this Notice is sent to:

Chief Executive Officer of the political subdivision in which the action will be principally located (e.g., Town / City / Village of)
Other involved agencies (if any)
Applicant (if any)
Environmental Notice Bulletin: http://www.dec.ny.gov/enb/enb.html

PRINT FULL FORM

MUSCOOT FARM SITE AND INFRASTRUCTURE IMPROVEMENTS
EAF Part 3

Impact on Land

There will be minimal land impacts as this project is centered on the rehabilitation of existing facilities at a popular County park. The facilities are concentrated in a small portion of the 777-acre park. Improvements will serve to rectify site problems and minimize environmental impacts associated with continuing farm operations and public use.

Existing dirt/gravel pathways will be reconstructed with fresh gravel. The existing visitor parking lot will be converted from compacted soil/gravel to porous asphalt pavement. This will improve parking conditions while allowing for infiltration and reducing erosion.

The active area between the maintenance building and maintenance barn, as well as the road leading to the maintenance facility, will be replaced with asphalt. Although this will add approximately 12,000 square feet of impervious surface, this will better protect the environment from accidental spills and erosive forces that could occur with maintenance operations and heavy equipment. Only a short portion of the main house driveway, where it meets Route 100, will also be paved and will not have any significant impact.

A stormwater collection basin will be constructed by excavating a former paddock to rectify ponding and saturated soil conditions in active portions of the farm, which is situated at the bottom of a hillside. The basin will be approximately 8,800 square feet and 5 feet deep and will be planted with a wetland meadow mix. The bioretention area will be within the cleared open area on the west side of the maintenance area.

Additional excavation will be needed to install new sewage infrastructure. A new septic field will be created in the field to the west of the maintenance facility, in an area that was used to grow vegetables. It will require a disturbance of approximately 8,300 square feet, which will be re-landscaped with grass following installation. A portion of the excavated soils will be returned to the project site as backfill.

The facilities mentioned above are essentially located on the more level areas of the park property, which will not result in significant erosion during construction. The project will include both temporary and permanent measures to control erosion in accordance with the *New York State Standards and Specifications for Erosion and Sediment Control.* Temporary controls during construction will include silt fencing, check dams, stabilized construction entrances, catch basin sacks, stockpile protection, mulching and seeding as needed, and good housekeeping practices, among others.

The project area containing steep slopes and rock outcrops are essentially the pastures. The work in the pasture areas involves replacement of fencing essentially along the same lines, which will have minimal impact to both existing bedrock and steep slopes.

Impact on Surface Water

Muscoot is located within the Croton Watershed, which is part of the New York City drinking water supply.

The proposed improvements will serve to protect surface water resources. The new septic system will replace smaller aging onsite septic systems, ensuring adequate treatment of sanitary wastewater generated at this popular park. The installation of porous pavement for the existing parking lot will reduce erosion while maintaining infiltration, which may be better than under the present compacted conditions. Conversely, installation of impervious pavement at the maintenance facility will better guard against potential site contamination from maintenance operations.

A Stormwater Pollution Prevention Plan (SWPPP) has been developed that includes both erosion and sediment control measures during construction, as well as post-construction stormwater management practices that meet the water quality and quantity treatment requirements in accordance with the *New York State Stormwater Management Design Manual.*

The project will implement several practices to improve stormwater management at the site. Currently, excess stormwater flows down the hill to the barns, creating muddy conditions around the active areas of the farm. A drainage ditch collects and conveys the excess stormwater through this active area, which is not conducive to farm operations. To alleviate this problem, a swale will be constructed at the base of the hill to collect stormwater flowing down the hill and a drainage collection system will be installed in the vicinity of the farm buildings to pipe the excess stormwater to a new basin that will be created at the last paddock to the west. The drainage ditches will be filled and returned to farm use. The stormwater basin will be designed as a detention facility, allowing for infiltration. Since the outlet control structure for the basin will utilize an existing pipe which currently conveys the stormwater from the drainage ditch under the roadway to the vacant land owned by New York City Department of Environmental Protection (NYCDEP), this will not result in any new impacts.

A bioretention basin will be constructed on the west side of the maintenance facility lot that will provide both water quality and quantity treatment of stormwater runoff from the new pavement. An outlet control structure on the south end of the basin will convey stormwater overflows to a subsurface pipe underneath the maintenance driveway that will discharge into a depression beside Route 100. The outfall area will be rip-rapped to prevent erosion. A stone infiltration trench with multiple small outlets will be added along the west side of the porous pavement parking lot to collect and disperse overflows from the main parking lot during heavier storms.

Impact on Plants and Animals

The 777-acre county park property contains a variety of habitats supporting a variety of wildlife. The western portion of the park has been designated as a Biodiversity Reserve. Improvements are limited to areas that have already been disturbed and are in active use at this time. The project does not affect existing natural habitats or involve a change in use that would impact wildlife.

With the exception of only a few areas, much of the park property had at one time been cleared for agricultural purposes and are currently in various stages of succession. Wildlife associated with successional forests that may cross over into the farm may include various birds, insects, and mammals. Aside from the drainage ditch through the active area of the farm, the project area does not include any waterbodies or wetlands, so there will be no impact on amphibians or other species dependent on such sites.

Impacts to plants primarily involve the removal of vegetation that have been left to grow up around the fence lines around the pastures. Just four mature trees will need to be removed to accommodate the improvements around the main facilities. Tree protection will be installed around the perimeter of the main parking lot as well as at various locations where they may be impacted during construction. A variety of native plants will be added to the bioretention basin next to the maintenance facility and a wetland meadow mix will be applied to the converted paddock.

Impact on Agricultural Resources

Muscoot is a working farm and is included in the Westchester County Agricultural District. The project will support continued farm use as well as the public educational component that promotes farming.

According to the Natural Resources Conservation Service Web Soil Survey, the parking lot, new restroom and new septic field will be located on Hinckley loamy sand, 3-8 percent slopes, (HnB) which is identified as farmland of statewide importance, but is placed in Soil Group 6 by the New York Department of Agriculture and Markets. Since the parking lot improvements will be located over the existing parking area, it will not impact existing agricultural uses. The new restroom will also have minimal impact as it will be located close to the maintenance driveway on land that is disturbed, but not in agricultural use. The new septic field will be located within an area that was used to grow vegetables. Once the septic system is installed, the field will be covered with 12 inches of backfill and 6 inches of topsoil and may return to agricultural use.

The stormwater collection basin will be located within Sutton loam, 3-8 percent slopes (SuB), which is identified as prime farmland according to the Web Soil Survey and is listed in Soil Group 3 by the Department of Agriculture and Markets. This area previously served as a

paddock for livestock, but there is sufficient land available to serve in this capacity. Some of the excavated soils may be retained for use elsewhere within the farm/park. The proposed stormwater improvements will allow a small area near the active barns to return to agricultural use.

Impact on Historic and Archeological Resources

Although Muscoot Farm has been identified as eligible for listing on the New York State Register of Historic Places, this project will not have an adverse impact as it serves to protect and support this historic resource.

The property has also been identified on the New York State Historic Preservation Office (SHPO) archeological site inventory as being in an area designated as sensitive for archaeological resources. As the project will only affect existing disturbed areas, no impact on archaeological resources are anticipated.

In a letter dated April 15, 2022, the Division for Historic Preservation of the New York State Office of Parks, Recreation and Historic Preservation concluded that the project will have no impact on archaeological and/or historic resources listed in or eligible for the New York State and National Registers of Historic Places provided that the design of new bathroom building will be compatible with the existing historic buildings and the new fences will match or be similar with the existing wood fencing, which they will be.

Impact on Critical Environmental Areas

All County parks within Westchester were designated as Critical Environmental Areas by the County for the variety of benefits they provide, including recreational, educational, social, cultural and ecological benefits.

The proposed improvements will protect and advance the purposes of this CEA.

RESOLUTION

WHEREAS, there is pending before this Honorable Board an amended bond act which incorporates, *inter alia*, Capital Project RWPR4 – Ward Pound Ridge Reservation Dam Project (the "Bond Act"), and

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

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

WHEREAS, the County of Westchester is the only involved agency with discretionary authority and, therefore, must serve as Lead Agency; and

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

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

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

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

RESOLVED, that the Clerk of the Board of Legislators is authorized and directed to sign the "Determination of Significance" in the Short Environmental Assessment Form, which is attached

hereto and made a part hereof, as the "Responsible Officer in Lead Agency"; to issue this "Negative Declaration" on behalf of this Board in satisfaction of SEQR and its implementing regulations; and to immediately transmit same to the Commissioner of Planning to be filed, published and made available pursuant to the requirements of Part 617 of 6 NYCRR; and be it further

RESOLVED, that the Resolution shall take effect immediately.

Westchestergov.com

Memorandum
Department of Planning

TO: Michelle Greenbaum, Senior Assistant County Attorney
Jeffrey Goldman, Senior Assistant County Attorney

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

DATE: August 31, 2022

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT RWPR4 WARD POUND RIDGE RESERVATION DAM PROJECT**

The Planning Department has reviewed the above referenced capital project (Fact Sheet ID: 1964) in accordance with the State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617 (SEQR).

Pursuant to SEQR, this project has been classified as an Unlisted action. Uncoordinated review is being conducted as permitted for Unlisted actions pursuant to Section 617.6(b)(4) of the implementing regulations. A Short Environmental Assessment Form has been prepared for the project for consideration by the Board of Legislators.

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

DSK/cnm
Att.

cc: Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Lawrence Soule, Budget Director
Kathleen O'Connor, Commissioner of Parks, Recreation and Conservation
Tami Altschiller, Assistant Chief Deputy County Attorney
Peter Tartaglia, First Deputy Commissioner of Parks, Recreation and Conservation
Lorraine Marzola, Associate Budget Director
Kelly Sheehan, Assistant Commissioner
William Brady, Chief Planner
Michael Lipkin, Associate Planner
Claudia Maxwell, Associate 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.

Part 1 – Project and Sponsor Information

Name of Action or Project:

Ward Pound Ridge Reservation Dam Project (RWPR4)

Project Location (describe, and attach a location map):

Reservation Road and Michigan Road, Town of Pound Ridge, Westchester County, New York

Brief Description of Proposed Action:

This project focuses on the reconstruction/replacement of two small dams, a culvert and several wooden bridges, along with associated site work, in three separate locations within the County park. Related work in connection with the dam near the main office will include dredging of approximately 4,000 square-feet of sediment that has filled in behind the dam and removal of invasive species for approximately 9,000 square-feet of adjoining wetland. Related work in the vicinity of the bridge and dam at Michigan Road will include clearing and grubbing of vegetation immediately adjacent to the bridge and dam in accordance with dam safety regulations and to protect the infrastructure, as well as clearing the understory from approximately 3,500 square-feet of land along Michigan Road just south of the dam/bridge to to create a pedestrian viewshed of the water. Cleared areas will be replaced with a native meadow seed mix. Related work in the vicinity of Kimberly Bridge will include raising a section of existing pathway and removal of a parallel footbridge, removal of several old stone grills and a number of dead or dying trees, and regrading and topsoiling of approximately 5,000 square-feet, which will include the addition of fill to eliminate a slight depression within the picnic area. Disturbed areas within the picnic site will be restored with a lawn seed mix.

Name of Applicant or Sponsor:	Telephone: 914-995-4400
County of Westchester	E-Mail: dsk2@westchestergov.com

Address:

148 Martine Avenue

City/PO:	State:	Zip Code:
White Plains	NY	10601

	NO	YES
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.	☑	☐
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: US Army Corps of Engineers, NYS Dept of Environmental Conservation, New York City Dept. of Environmental Protection	☐	☑

3. a. Total acreage of the site of the proposed action? 4.0 acres
   b. Total acreage to be physically disturbed? 2.3 acres
   c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 4,315 acres

4. Check all land uses that occur on, are adjoining or near the proposed action:

5. ☐ Urban ☑ Rural (non-agriculture) ☐ Industrial ☐ Commercial ☐ Residential (suburban)
   ☑ Forest ☐ Agriculture ☑ Aquatic ☐ Other(Specify):
   ☑ Parkland

	NO	YES	N/A
5. Is the proposed action,			
a. A permitted use under the zoning regulations?	☐	☐	☑
b. Consistent with the adopted comprehensive plan?	☐	☐	☑

	NO	YES
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	☐	☑
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: Name:County & State Park Lands, Reason:Exceptional or unique character, Agency:Westchester County, Date:1-31-90	☐	☑
	NO	YES
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	☑	☐
b. Are public transportation services available at or near the site of the proposed action?	☑	☐
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	☐	☑
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES
If the proposed action will exceed requirements, describe design features and technologies: N/A - The state energy code is not applicable to the scope of this project.	☑	☐
10. Will the proposed action connect to an existing public/private water supply?	NO	YES
If No, describe method for providing potable water: N/A - This project does not require potable water.	☑	☐
11. Will the proposed action connect to existing wastewater utilities?	NO	YES
If No, describe method for providing wastewater treatment: N/A - This project does not require wastewater treatment.	☑	☐
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES
	☑	☐
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?	☐	☑
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES
	☐	☑
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	☐	☑
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: This project will affect tributaries of the Corss River along with its adjoining wetlands, which includes NYSDEC Freshwater Wetlands L-29 and L-20, and the adjacent area of D-1. Impacts will largely be temporary or will improve the existing wetlands. Permanent impacts involve dredging approximately 4,000 square feet of L-29, near the Main Office dam, which will be converted back to open water and a small portion of L-20 may be impacted by regrading to raise the existing pathway over the culvert near the Kimberly Road picnic area.		

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:

☐ Shoreline ☑ Forest ☐ Agricultural/grasslands ☑ Early mid-successional

☑ Wetland ☐ Urban ☐ Suburban

	NO	YES
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? Answer provided by EAF mapper; however, state and federal agencies have identified several species of potential concern.	☑	☐
16. Is the project site located in the 100-year flood plan?	☐	☑
	NO	YES
17. Will the proposed action create storm water discharge, either from point or non-point sources?	☑	☐
If Yes, a. Will storm water discharges flow to adjacent properties?	☑	☐
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	☑	☐
If Yes, briefly describe:		
	NO	YES
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: The project will rehabilitate/reconstruct existing dams. There will be no new impoundments.	☑	☐
	NO	YES
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: Between 1950 until around 1987, an area on the north side of Reservation Road between the Main Office and Kimberly Bridge sites was formerly used as a disposal site for refuse generated at the park. The disposal area is approximately 1.3 acres in size..	☐	☑
	NO	YES
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: The site is listed in the Environmental Remediation Database (V00507). A Remedial Closure Work Plan was developed under the Voluntary Cleanup Program and remediation was undertaken in 2006, but a Final Engineering Report was not submitted.	☐	☑

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

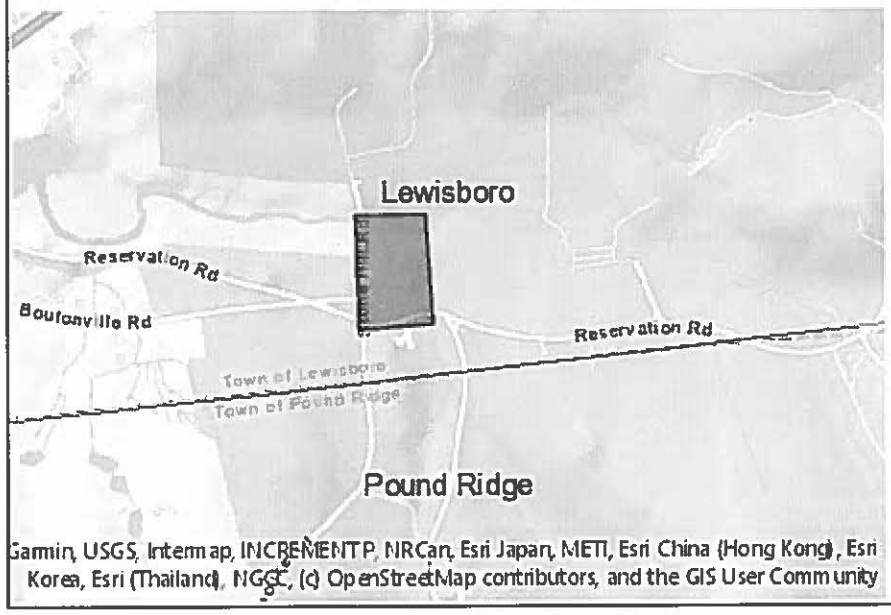
Applicant/sponsor/name: County of Westchester Date: August 31, 2022

Signature: Dan Kinge Title: Assistant Commissioner

PRINT FORM

EAF Mapper Summary Report

Friday, August 5, 2022 1:38 PM



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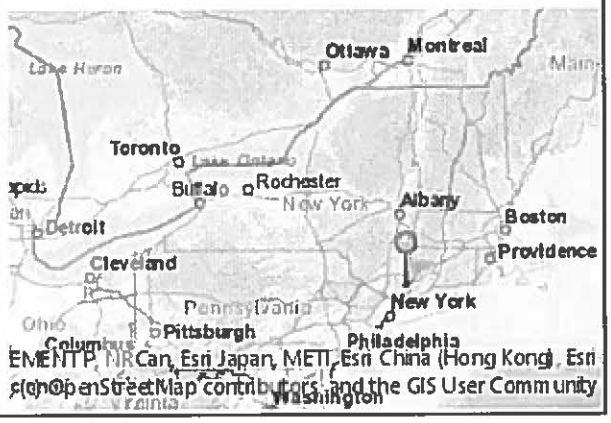
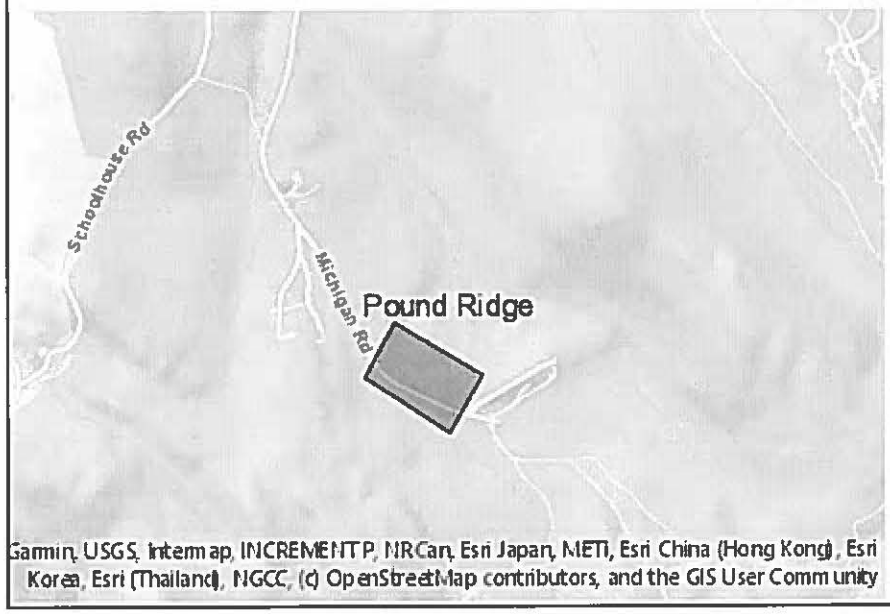


Part 1 / Question 7 [Critical Environmental Area]	Yes
Part 1 / Question 7 [Critical Environmental Area - Identify]	Name:County & State Park Lands, Reason:Exceptional or unique character, Agency:Westchester County, Date:1-31-90
Part 1 / Question 12a [National or State Register of Historic Places or State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

EAF Mapper Summary Report

Friday, August 5, 2022 1:47 PM



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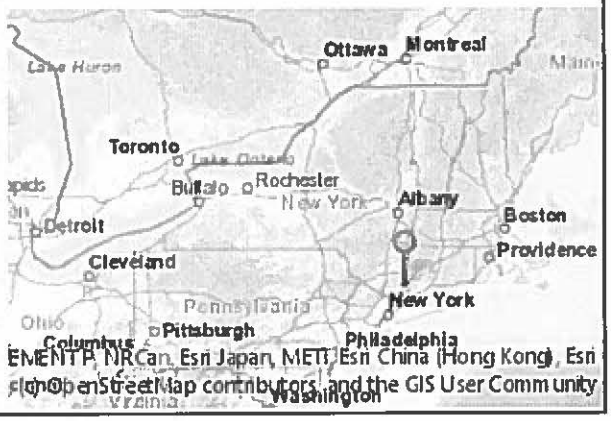

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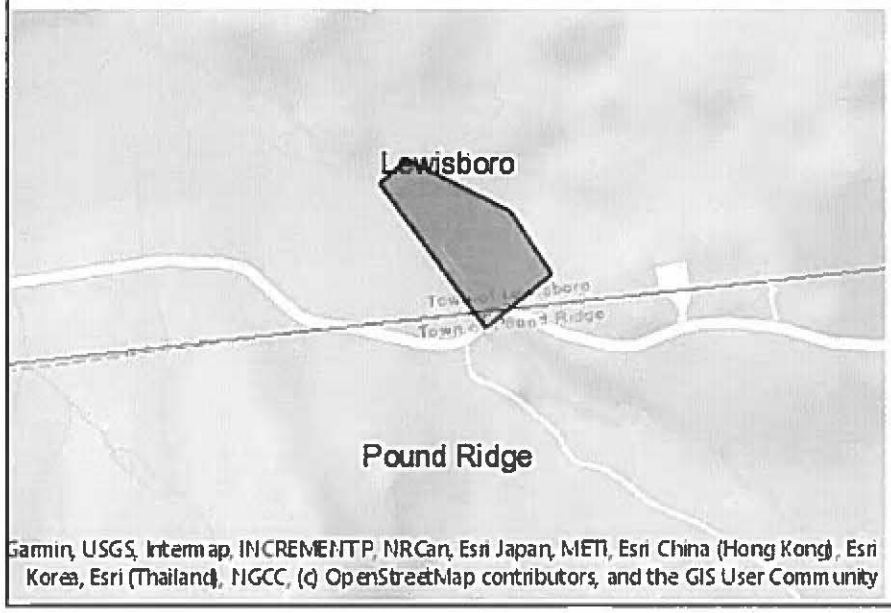
Part 1 / Question 20 [Remediation Site]	No

EAF Mapper Summary Report

Friday, August 5, 2022 1:57 PM



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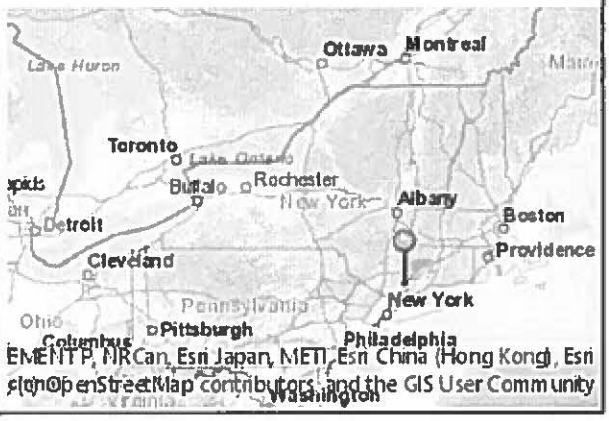

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Part 1 / Question 20 [Remediation Site]	Yes

Agency Use Only [If applicable]	
Project:	RWPR4
Date:	August 2022

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?	✓	☐
2. Will the proposed action result in a change in the use or intensity of use of land?	✓	☐
3. Will the proposed action impair the character or quality of the existing community?	✓	☐
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	✓	☐
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?	✓	☐
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?	✓	☐
7. Will the proposed action impact existing: a. public / private water supplies?	✓	☐
b. public / private wastewater treatment utilities?	✓	☐
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	✓	☐
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	✓	☐
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	✓	☐
11. Will the proposed action create a hazard to environmental resources or human health?	✓	☐

PRINT FORM

Agency Use Only [If applicable]

Project: RWPR4

Date: August 2022

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.

This project will not have a significant impact on the environment as the overall scope involves replacement of existing structures and minor enhancements that will benefit wildlife and park visitors, which is in keeping with its designation as a Critical Environmental Area.

Although each of the project areas contain wetlands, disturbed areas will be restored following construction with the exception of approximately 4,000 square feet of wetland behind the dam near the main office. It is part of State wetland L-29, which is listed as Class 2 and is approximately 42.6 acres in size. This wetland has been overtaken by Phragmites and will be dredged and the weir will be restored to recreate a shallow open pond that will provide much needed alternative habitat for threatened species like wood turtle and spotted turtle. The selective removal of invasive plants for the remaining wetland area will serve to restore native habitat. Impact to L-20 in the Kimberly Road area will be minor as the pathway being raised already exists through wetlands that have been delineated beyond the NYSDEC mapped boundary. Raising of the path to ensure continual passage during wet conditions will allow for the removal of the boardwalk planks that are also in the wetlands, beside the pathway, as the planks will no longer be necessary.

The additional work at the Kimberly Road site will improve the existing picnic area that had been affected by a beaver dam in the adjoining waterway that caused prolonged flooding, which killed a number of trees. The proposed work will restore the picnic area and make it safe for public use. These improvements will have minimal environmental impact, while supporting the recreational purpose of the park.

The understory along Michigan Road has been overtaken by invasive species, like multiflora rose. It's removal will benefit the environment by restoring native habitat.

A review of the species listed by NYSDEC and US Fish and Wildlife Service (USFWS) for this project was conducted. The project will not eliminate any habitats supporting any of the species listed by the State or affect any critical habitat under USFWS jurisdiction. According to extensive biodiversity studies conducted at the reservation, there is no indication of the presence of either Indiana Bat (Myotis sodalist) or Bog Turtle (Glyptemys muhlenbergii). If required, tree removals can be limited to November 1-March 31 to avoid roosting bats.

☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.

☑ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

County of Westchester	
Name of Lead Agency	Date
Malika Vanderberg	Clerk of the Board of Legislators
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
	Dan Kisge
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

PRINT FORM

REFERENCE: RGC12
RMUS3
RMUS7
RWPR4

ACT NO. -20_____

BOND ACT OF THE COUNTY OF WESTCHESTER, NEW YORK, AMENDING VARIOUS PRIOR BOND ACTS ADOPTED ON THEIR RESPECTIVE DATES, IN RELATION TO THE CONSTRUCTION OF RECREATIONAL AREA IMPROVEMENTS, AT THE MAXIMUM ESTIMATED COST OF $16,520,000. (Adopted , 20_____).

WHEREAS, this Board has heretofore duly authorized the issuance of an aggregate $835,000 bonds to finance the cost of preparation of surveys, preliminary and detailed plans, specifications and estimates necessary for the construction of various recreational improvements at various County-owned facilities in the following amounts and pursuant to the following Acts duly adopted on the following dates:

Facility	Bond Act	Date Adopted	Amount
Dunwoodie Maintenance Building	52-2013	April 15, 2013	$350,000
Muscoot lavatories	50-2013	April 15, 2013	100,000
Muscoot Site Work	44-2015	March 23, 2015	160,000
Ward Pound Ridge Dams	90-2017	May 22, 2017	225,000

WHEREAS, it is now appropriate to authorize such improvements, and it is necessary to increase the amount of bonds to be issued and the appropriation for such project by $15,685,000; and

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 acts duly adopted by this Board on the dates set forth are hereby amended and consolidated to read as follows:

BOND ACT AUTHORIZING THE ISSUANCE OF $16,520,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE CONSTRUCTION OF RECREATIONAL AREA IMPROVEMENTS AT VARIOUS COUNTY-OWNED FACILITIES; STATING THE ESTIMATED TOTAL COST THEREOF IS $16,520,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $16,520,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted , 20_____)

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

Section 1. Pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the "Law"), the Westchester County Administrative Code, being Chapter 852 of the Laws of 1948, as amended, and to the provisions of other laws applicable thereto; $16,520,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance all or a portion of the costs of the partial rehabilitation of Bronx River Parkway and the construction of bridge improvements thereon, to wit: (a) the planning, construction of and construction management for a new maintenance facility for Dunwoodie Golf Course, (b) the planning, construction and construction management of a new restroom building, new septic system, renovations to the existing restrooms and associated infrastructure and site work at Muscoot Farm, (c) the planning, construction and construction management of parking lot and pathway improvements, drainage

improvements, pasture fencing and associated site work and landscaping throughout Muscoot Farm, and (d) the planning, construction and construction management for improvements to various dams, spillways and riverbanks at the Ward Pound Ridge Reservation, all as set forth in the County's Current Year Capital Budget, as amended. To the extent that the details set forth in this act are inconsistent with any details set forth in the Current Year Capital Budget of the County, such Budget shall be deemed and is hereby amended. The estimated total cost of said object or purpose, including preliminary costs and costs incidental thereto and the financing thereof is $16,520,000. The plan of financing includes the issuance of $16,520,000 bonds herein authorized; and any bond anticipation notes issued in anticipation of the sale of such bonds and the levy of a tax to pay the principal of and interest on said bonds and notes.

Section 2. The period of probable usefulness of the object or purpose for which said $16,520,000 bonds authorized by this Act are to be issued, within the limitations of Section 11.00 a. 19(c) of the Law, is fifteen (15) years;

Section 3. Current funds are not required to be provided as a down payment pursuant to Section 107.00 d. 9. of the Law prior to issuance of the bonds authorized herein, or any bond anticipation notes issued in anticipation of the sale of such bonds. The County intends to finance, on an interim basis, the costs or a portion of the costs of said improvements for which bonds are herein authorized, which costs are reasonably expected to be reimbursed with the proceeds of debt to be incurred by the County, pursuant to this Act, in the maximum amount of $16,520,000. This Act is a declaration of official intent adopted pursuant to the requirements of Treasury Regulation Section 1.150-2.

Section 4. The estimate of $16,520,000 as the estimated total cost of the aforesaid object or purpose is hereby approved.

Section 5. Subject to the provisions of this Act and of the Law, and pursuant to the provisions of §30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals thereof, and of §§50.00, 56.00 to 60.00 and 168.00 of said Law, the powers and duties of the County Board of Legislators relative to authorizing the issuance of any notes in anticipation of the sale of the bonds herein authorized, or the renewals thereof, relative to providing for substantially level or declining annual debt service, relative to prescribing the terms, form and contents and as to the sale and issuance of the respective amounts of bonds herein authorized, and of any notes issued in anticipation of the sale of said bonds or the renewals of said notes, and relative to executing agreements for credit enhancement, are hereby delegated to the Commissioner of Finance of the County, as the chief fiscal officer of the County.

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

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

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

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

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

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

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

SECTION (B) The amendment of the bond act set forth in Section (A) of this act shall in no way affect the validity of the liabilities incurred, obligations issued, or action taken pursuant to said bond act, and all such liabilities incurred, obligations issued, or action taken shall be deemed to have been incurred, issued or taken pursuant to said bond act, as so amended.

SECTION (C) This Act shall take effect in accordance with Section 107.71 of the Westchester County Charter.

* * *

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

I HEREBY CERTIFY that I have compared the foregoing Act No. -20_____ with the original on file in my office, and that the same is a correct transcript therefrom and of the whole of the said original Act, which was duly adopted by the County Board of Legislators of the County of Westchester on , 20_____ and approved by the County Executive on , 20_____.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said County Board of Legislators this day of , 20_____.

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

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

ACT NO. _____-20_____
BOND ACT AUTHORIZING THE ISSUANCE OF $16,520,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE CONSTRUCTION OF RECREATIONAL AREA IMPROVEMENTS AT VARIOUS COUNTY-OWNED FACILITIES; STATING THE ESTIMATED TOTAL COST THEREOF IS $16,520,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $16,520,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (adopted on September 16, 2019 and amended on _____, 20_____)

object or purpose: to finance all or a portion of the costs of the partial rehabilitation of Bronx River Parkway and the construction of bridge improvements thereon, to wit: (a) the planning, construction of and construction management for a new maintenance facility for Dunwoodie Golf Course, (b) the planning, construction and construction management of a new restroom building, new septic system, renovations to the existing restrooms and associated infrastructure and site work at Muscoot Farm, (c) the planning, construction and construction management of parking lot and pathway improvements, drainage improvements, pasture fencing and associated site work and landscaping throughout Muscoot Farm, and (d) the planning, construction and construction management for improvements to various dams, spillways and riverbanks at the Ward Pound Ridge Reservation, all as set forth in the County's Current Year Capital Budget, as amended.

amount of obligations to be issued:
and period of probable usefulness: $16,520,000; fifteen (15) years

3701164.1 045751 LEG

Dated: _____, 20_____
White Plains, New York

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

3701164.1 045751 LEG

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: _____ ☐ **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

RGC12, RMUS3, RMUS7, RWPR4

SECTION B - BONDING AUTHORIZATIONS
To Be Completed by Finance

Total Principal $ 16,520,000 **PPU** 15 **Anticipated Interest Rate** 2.99%

Anticipated Annual Cost (Principal and Interest): $ 578,994

Total Debt Service (Annual Cost x Term): $ 8,684,910

Finance Department: Interest rates from September 9, 2022 Bond Buyer - ASBA

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: 180

SECTION E - EXPECTED DESIGN WORK PROVIDER

☐ County Staff ☐ Consultant ☐ Not Applicable

Prepared by: Jonna Robins 9-9-22
Title: Program Administrator (Capital Plannin **Reviewed By:**
Department: Public Works & Transportation 9-22 **Budget Director**
Date: 9/9/22 **Date:** 9/12/22

Project ID:*
RGC12

☐ **CBA**

Fact Sheet Date:*
05-18-2022

Fact Sheet Year:*
2022

Project Title:*
DUNWOODIE GOLF COURSE FACILITY IMPROVEMENTS

Legislative District ID:
16,

Category*
RECREATION FACILITIES

Department:*
PARKS, RECREATION & CONSERVATION

CP Unique ID:
1962

Overall Project Description
This project involves various improvements to buildings, infrastructure, and site facilities.

☒ Best Management Practices
☒ Energy Efficiencies
☒ Infrastructure
☐ Life Safety
☐ Project Labor Agreement
☐ Revenue
☐ Security
☐ Other

FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2022	2023	2024	2025	2026	Under Review
Gross	6,020	6,020	0	0	0	0	0	0
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	6,020	6,020	0	0	0	0	0	0

Expended/Obligated Amount (in thousands) as of : 1,933

Current Bond Description: This request will fund construction and construction management for a new maintenance facility for Dunwoodie.

Financing Plan for Current Request:

Non-County Shares:	$ 0
Bonds/Notes:	4,050,000
Cash:	0
Total:	**$ 4,050,000**

SEQR Classification:
UNLISTED

Amount Requested:
4,050,000

Comments:
This request is to amend bond #13-52 upward and add construction and construction management.

Energy Efficiencies:
USE OF HIGH EFFICIENCY MECHANICAL AND PLUMBING FIXTURES AND LED LIGHTING.

Year	Amount	Description
1997	120,000	DESIGN - ENTRANCE AND MAIN PARKING LOT
1998	1,100,000	CONSTRUCTION
2002	100,000	CONSTRUCTION - NEW CART STORAGE BUILDING
2004	300,000	ADDITIONAL COSTS FOR CART STORAGE BUILDING, FUEL TANK, FUEL DISPENSER PUMP & CLUBHOUSE ROOF
2012	350,000	DESIGN OF NEW MAINTENANCE BUILDING
2014	3,300,000	CONSTRUCTION OF THE NEW MAINTENANCE FACILITY
2021	750,000	COST ESCALATION

Total Appropriation History:
6,020,000

Financing History:

Year	Bond Act #	Amount	Issued	Description
05	136	400,000	400,000	DUNWOODIE GOLF PARKING&CLUBHSE. IMPRVMTS
13	52	350,000	0	DUNWOODIE GOLF COURSE, YONKERS FACILITY IMPROVEMENTS
98	19	120,000	120,000	DUNWOODIE GOLF COURSE IMPROVEMENTS
99	116	1,100,000	1,100,000	IMPROVEMENTS TO DUNWOODIE GOLF COURSE

Total Financing History:
1,970,000

Recommended By:

Department of Planning	**Date**
WBB4	05-27-2022
Department of Public Works	**Date**
JZR7	06-06-2022
Budget Department	**Date**
LMY1	06-07-2022
Requesting Department	**Date**
KUU1	06-07-2022

Project ID:* RMUS3

☐ **CBA**

Fact Sheet Date:* 05-23-2022

Fact Sheet Year:* 2022

Project Title:* MUSCOOT FARM INFRASTRUCTURE

Legislative District ID: 2,

Category* RECREATION FACILITIES

Department:* PARKS, RECREATION & CONSERVATION

CP Unique ID: 1968

Overall Project Description

The project provides for infrastructure improvements at the farm, such as, a new potable water system, electrical upgrades, renovations and expansion of the public restroom facilities, main septic system and associated site work.

☒ Best Management Practices
☐ Energy Efficiencies
☒ Infrastructure
☒ Life Safety
☐ Project Labor Agreement
☐ Revenue
☐ Security
☐ Other

FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2022	2023	2024	2025	2026	Under Review
Gross	9,140	9,140	0	0	0	0	0	0
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	9,140	9,140	0	0	0	0	0	0

Expended/Obligated Amount (in thousands) as of : 1,580

Current Bond Description: This reqquest will fund construction and construction management of a new restroom building, new septic system, renovations to the existing restrooms and associated infrastructure and site work.

Financing Plan for Current Request:

Non-County Shares:	$ 0
Bonds/Notes:	7,310,000
Cash:	0
Total:	**$ 7,310,000**

SEQR Classification:

TYPE I

Amount Requested:

7,310,000

Comments:

Energy Efficiencies:

Year	Amount	Description
2000	250,000	DESIGN OF BRIDGE ABUTMENTS FOR CONNECTING MUSCOOT FARM WITH LASDON PARK
2001	500,000	DESIGN & RENOVATION/CONSTRUCTION OF STONE WALLS, FENCES AND PATHWAYS; ELECTRICAL UPGRADE DESIGN
2002	100,000	DESIGN FOR RESTORATION OF BUILDINGS
2003	130,000	RESTORATION OF CHICKEN COOP
2005	500,000	UPGRADE OF POTABLE WATER SYSTEM
2009	250,000	DESIGN FOR RESTORATION OF THE WAGON SHED
2013	100,000	DESIGN OF RENOVATION/EXPANSION OF PUBLIC RESTROOMS
2015	1,200,000	CONSTRUCTION OF THE RENOVATION AND EXPANSION OF ASSOCIATED RESTROOM FACILITIES WORK
2019	3,080,000	$50,000 FOR ANIMAL PASTURE FENCE AND $3,030,000 FOR THE RENOVATION AND EXPANSION OF THE RESTROOMS, SEPTTIC AND SITE WORK
2020	3,030,000	RENOVATION AND EXPANSION OF THE RESTROOMS, SEPTIC AND SITE WORK

Total Appropriation History:

9,140,000

Financing History:

Year	Bond Act #	Amount	Issued	Description
00	106C	15,000	15,000	PRELIMS. FOR IMPROVEMENTS FOR VARIOUS PARKS
02	184	100,000	100,000	PRELIMS.: REC. AREA IMPROVMTS. MUSCOOT
06	120	1,315,000	1,315,000	MUSCOOT FARMS IMPROVEMENTS
13	50	100,000	0	PREPERATION OF SURVEYS AND PRELIMINARY PLANS FOR MUSCOOT FARM INFRASTRUCTURE

Cash History (in thousands):

Year	Amount	Description
	50,000	CASH

Total Financing History:

1,580,000

Recommended By:

Department of Planning	**Date**
WBB4	05-27-2022
Department of Public Works	**Date**
JZR7	06-06-2022
Budget Department	**Date**
LMY1	06-07-2022
Requesting Department	**Date**
KUU1	06-07-2022

Project ID:*	☐ CBA	Fact Sheet Date:*
RMUS7		05-24-2022
Fact Sheet Year:*	**Project Title:***	**Legislative District ID:**
2022	MUSCOOT FARM SITE WORK	2,
Category*	**Department:***	**CP Unique ID:**
RECREATION FACILITIES	PARKS, RECREATION & CONSERVATION	1970

Overall Project Description

This project will restore the walks, stone walls, drainage, site work, building entrances and ramps, park roads, parking lots, culverts and landscaping throughout the farm. The work will include restoration of the farm landscape necessary to protect and preserve the important historic character while providing safe public access.

☒ Best Management Practices ☐ Energy Efficiencies ☒ Infrastructure

☒ Life Safety ☐ Project Labor Agreement ☐ Revenue

☐ Security ☐ Other

FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2022	2023	2024	2025	2026	Under Review
Gross	2,885	2,885	0	0	0	0	0	0
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	2,885	2,885	0	0	0	0	0	0

Expended/Obligated Amount (in thousands) as of : 128

Current Bond Description: This request will fund construction and construction management of parking lot and pathway improvements, drainage improvements, pasture fencing and associated site work and landscaping throughout the farm.

Financing Plan for Current Request:

Non-County Shares:	$ 0
Bonds/Notes:	2,725,000
Cash:	0
Total:	**$ 2,725,000**

SEQR Classification:

TYPE I

Amount Requested:

2,725,000

Comments:

Energy Efficiencies:

Appropriation History:

Year	Amount	Description
2014	160,000	DESIGN FOR THIS PROJECT
2016	2,550,000	CONSTRUCTION AND CONSTRUCTION MANAGEMENT
2020	175,000	PARKING LOT DRAINAGE AND SITE WORK, AND PASTURE FENCING

Total Appropriation History:

2,885,000

Financing History:

Year	Bond Act #	Amount	Issued	Description
15	44	160,000	0	MUSCOOT FARM SITE WORK

160,000

Recommended By:

Department of Planning	**Date**
WBB4	05-27-2022
Department of Public Works	**Date**
JZR7	06-06-2022
Budget Department	**Date**
LMY1	06-07-2022
Requesting Department	**Date**
KUU1	06-07-2022

Project ID:*	☐ CBA	Fact Sheet Date:*
RWPR4		05-18-2022
Fact Sheet Year:*	**Project Title:***	**Legislative District ID:**
2022	WARD POUND RIDGE RESERVATION DAM PROJECT	2,
Category*	**Department:***	**CP Unique ID:**
RECREATION FACILITIES	PARKS, RECREATION & CONSERVATION	1964

Overall Project Description

This project funds improvements to the Dams and spillways, and riverbanks at Ward Pound Ridge Reservation.

☒ Best Management Practices ☐ Energy Efficiencies ☒ Infrastructure

☐ Life Safety ☐ Project Labor Agreement ☐ Revenue

☐ Security ☐ Other

FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2022	2023	2024	2025	2026	Under Review
Gross	1,825	1,825	0	0	0	0	0	0
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	1,825	1,825	0	0	0	0	0	0

Expended/Obligated Amount (in thousands) as of : 208

Current Bond Description: This request will fund construction and construction management for improvements to various dams, spillways and riverbanks at Ward Pound Ridge.

Financing Plan for Current Request:

Non-County Shares:	$ 0
Bonds/Notes:	1,600,000
Cash:	0
Total:	**$ 1,600,000**

SEQR Classification:

UNLISTED

Amount Requested:

1,600,000

Comments:

The request is to amend bond act #17-90 upward and add construction and construction management.

Energy Efficiencies:

Appropriation History:

Year	Amount	Description
2016	225,000	DESIGN
2018	1,600,000	CONSTRUCTION AND CONSTRUCTION MANAGEMENT.

Total Appropriation History:

1,825,000

Year	Bond Act #	Amount	Issued	Description
17	90	225,000	0	COST OF PLANNING RECREATIONAL AREA IMPROVEMENTS AT WARD POUND RIDGE RESERVATION

Total Financing History:
225,000

Recommended By:

Department of Planning WBB4	**Date** 08-04-2022
Department of Public Works RJB4	**Date** 08-04-2022
Budget Department LMY1	**Date** 08-08-2022
Requesting Department JZR7	**Date** 08-08-2022

HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER

Your Committee is in receipt of a communication from the County Executive advising your Honorable Board that on March 8, 2021, your Honorable Board approved Act No. 2021 - 31, which authorized the County of Westchester ("County"), acting by and through its Department of Emergency Services ("DES"), to enter into an intermunicipal agreement ("IMA" or "Agreement") with the Valhalla Fire District ("District"), for the provision of specialized training and fire suppression services at the Grassland Campus, for a term of two (2) years, commencing on January 1, 2021 and expiring on December 31, 2022, in an aggregate amount not to exceed Ninety Thousand ($90,000.00) Dollars, subject to appropriation. The Agreement was subsequently executed.

Your Committee has been advised that there has been a significant increase over the last two years in the volume of services being requested by the County at the Grasslands Campus, and as a result, the District found it necessary to purchase the additional fire suppression equipment listed below ("Additional Equipment"), in the amount of One Hundred Sixty-Seven Hundred Sixty-Seven and 00/100 Dollars ($160,767.00):

- New Hose $20,000.00
- Nine (9) SCBA Packs with accessories $115,406.00
- Eighteen (18) SCBA 30 minute Cylinders $23,634.00
- One (1) Pack Tracker $1,727.00

Your Committee is advised that the Additional Equipment directly helps address the increase in the volume of calls being made by the County for assistance.

Accordingly, transmitted herewith for your consideration is an Act, which if approved by your Honorable Board, will authorize an amendment to the IMA ("First Amendment"), in order to increase the not to exceed amount under the IMA by One Hundred Sixty Thousand Seven Hundred Sixty-Seven and 00/100 Dollars ($160,767.00), to a new not to exceed aggregate amount of Two Hundred Fifty Thousand Seven Hundred Sixty-Seven and 00/100 Dollars ($250,767.00), in order to compensate the District for the purchase of the Additional Equipment. Your Committee is

advised that all other terms and conditions of the IMA will remain unchanged and in full force and effect.

Your Committee is advised that based on the Planning Department review, the proposed contract amendment is a "Type II" action under the State Environmental Quality Review Act ("SEQRA"), 6 NYCRR Section 617.5(c)(31), which is an action determined not to have a significant effect on the environment, as indicated in the annexed SEQRA documentation, and therefore does not require further environmental review,. Your Committee concurs with this conclusion.

An affirmative vote of a majority of the voting strength of your Honorable Board is required for approval of the attached Act.

Your Committee has carefully considered the proposed Act and believes it to be in the best interest of the County and, therefore, recommends your Honorable Board's favorable action on the annexed proposed Act.

Dated: October 12th, 2022
White Plains, New York

COMMITTEE ON

C:6MC.09.23.2022

Budget & Appropriations

Public Safety

Dated: October 12, 2022
White Plains, New York

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

Committee(s) on:

Budget & Appropriations	**Public Safety**

FISCAL IMPACT STATEMENT

SUBJECT: Valhalla Fire District ☐ **NO FISCAL IMPACT PROJECTED**

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

☒ GENERAL FUND ☐ AIRPORT FUND ☐ SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense $ 160,767

Total Current Year Revenue $ -

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

☐ Additional Appropriations ☐ Other (explain)

Identify Accounts: 101 20 1000 4420

Potential Related Operating Budget Expenses: Annual Amount $160,767

Describe: An Amendment of agreement in order to increase the NTE aggregate amount by an additional $160,767 to compensate the District for the purchase of additional fire suppression equipment required to address the increased volume of services at the Grasslands Campus.

Potential Related Operating Budget Revenues: Annual Amount N/A

Describe:

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

Current Year: N/A

Next Four Years: N/A

Prepared by: Julia Criscitelli

Title: Budget Specialist III

Department: Emergency Services

Date: September 20, 2022

Reviewed By: PH

Budget Director

Date: 9/26/22

Westchestergov.com

Memorandum
Department of Planning

TO: Carla Chaves, Assistant County Attorney
Department of Law

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

DATE: September 23, 2022

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR VALHALLA FIRE DISTRICT AGREEMENT AMENDMENT**

PROJECT/ACTION: Amendment of an agreement with the Valhalla Fire District for fire suppression services for the years 2021-2022 to increase the amount payable in order to compensate the district for the purchase of additional equipment needed to fulfill its duties with the County.

With respect to the State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617, the Planning Department recommends that no further environmental review is required because the project/action:

☐ **DOES NOT MEET THE DEFINITION OF AN "ACTION" AS DEFINED UNDER SECTION 617.2(b)**

☒ **MAY BE CLASSIFIED AS TYPE II PURSUANT TO SECTION 617.5(c)(31):** purchase or sale of furnishings, equipment or supplies, including surplus government property, other than the following: land, radioactive material, pesticides, herbicides, or other hazardous materials.

COMMENTS: None

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

ACT NO. 2022-_____

AN ACT to authorize the County of Westchester to amend an intermunicipal agreement with the Valhalla Fire District, for the provision of specialized training and fire suppression services for a two (2) year term, commencing on January 1, 2021 and expiring on December 31, 2022, in an aggregate amount not to exceed Ninety Thousand ($90,000.00) Dollars, in order to increase the not to exceed aggregate amount by One Hundred Sixty Thousand Seven Hundred Sixty-Seven and 00/100 Dollars ($160,767.00) to compensate the District for the purchase of additional fire suppression equipment.

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

Section 1. The County of Westchester (the "County") is hereby authorized to amend an intermunicipal agreement ("IMA" or "Agreement") with the Valhalla Fire District, for the provision of specialized training and fire suppression services for a two (2) year term, commencing on January 1, 2021 and terminating on December 31, 2022, in an aggregate amount not to exceed Ninety Thousand and 00/100 Dollars ($90,000.00), in order to increase the not to exceed amount under the IMA by One Hundred Sixty Thousand Seven Hundred Sixty-Seven and 00/100 Dollars ($160,767.00), to a new not to exceed aggregate amount of Two Hundred Fifty Thousand Seven Hundred Sixty-Seven and 00/100 Dollars ($250,767.00), to compensate the District for the purchase of the following additional equipment:

- New Hose $20,000.00
- Nine (9) SCBA Packs with accessories $115,406.00
- Eighteen (18) SCBA 30 minute Cylinders $23,634.00
- One (1) Pack Tracker $1,727.00

§2. All other terms and conditions of Act No. 2021 – 31 and the IMA shall remain unchanged and in full force and effect.

§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.

RESOLUTION NO. - 2022

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. -2022 entitled "A Local Law authorizing the County of Westchester to terminate the lease with New York Medical College for the building known as Munger Pavilion and to enter into a lease agreement for approximately 17.58 acres of County-owned property located in the Grasslands Campus in the Valhalla section of the Town of Mt. Pleasant, New York, with New York Medical College, its successors or assigns to create a campus and to authorize the demolition of the building known as Munger Pavilion and for New York Medical College to construct a new building in its place." The public hearing will be held at _____ . m. on the _____ day of _____, 2022 in the Chambers of the Board of Legislators, 8th Floor, Michaelian Office Building, White Plains, New York. The Clerk of the Board shall cause notice of the time and date of such hearing to be published at least once in one or more newspapers published in the County of Westchester and selected by the Clerk of the Board for that purpose in the manner and time required by law.

HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER

Your Committee is in receipt of a communication from the County Executive recommending approval of a legislative package which contains the following:

i) a Local Law authorizing the County of Westchester (the "County") to terminate its 1982 lease with the New York Medical College ("NYMC") for the building known as Munger Pavilion and pursuant to the Laws of Westchester County ("LWC") Section 104.11(5)(b) simultaneously enter into a new lease agreement with NYMC for the Munger Pavilion and for approximately 17.58 acres of County-owned property located at the Grasslands Campus (also known as the Grasslands Reservation and the Valhalla Campus at Grasslands) in the Valhalla section of the Town of Mt. Pleasant, New York (the "Property") and authorize the demolition of the building known as Munger Pavilion and authorize NYMC to construct a new building in its place (the "Lease Agreement");

ii) a Local Law amending LWC Section 104.11(5)(f) to provide the County with authority to lease the Property to NYMC for a term of ninety-nine (99) years, which exceeds the thirty (30) year limitation of lease terms set forth therein; and

iii) a Local Law pursuant to LWC Section 104.11(5)(b) authorizing the County to amend three (3) existing building leases with NYMC for the buildings on the Grasslands Campus known as Sunshine Cottage, Vosburgh Pavilion and the Old Commissioner's House, respectively (collectively the "Lease Amendments"), in order to (a) remove any obligations the County has to maintain the land surrounding those three (3) buildings as all of that land will be part of the Property that NYMC will be required to maintain pursuant to the terms of the Lease Agreement, and (b) add the land located beneath each of the three (3) buildings to their respective leases as they are currently solely building leases.

Copies of the proposed Lease Agreement and the three (3) Lease Amendments are transmitted herewith.

BACKGROUND:

Pursuant to Local Law No. 6-1981, your Honorable Board authorized the County to amend LWC Section 104.11(5)(f) to provide the County with authority to lease four (4) buildings to NYMC for a period up to sixty (60) years including options. Thereafter, pursuant to Local Law No. 1-1982, your Honorable Board authorized the County to enter into building leases with NYMC for four (4) buildings located on the Grasslands Campus known as: 1) Sunshine Cottage, 2) Vosburgh Pavilion, 3) Munger Pavilion, and 4) the Old Commissioner's House. Each lease was for a term of thirty (30) years with NYMC having the option to renew for an additional thirty (30) year term. Each lease was duly executed and NYMC in 2011 exercised its options to extend each lease for additional term of thirty (30) years, through January 28, 2042.

RENT AND TERMS OF THE LEASE:

Pursuant to the proposed ninety-nine (99) year Lease Agreement, the County shall lease the Property to NYMC, Munger Pavilion shall be demolished and NYMC shall construct a new building in its place (the "New Building"). For consideration of the Lease Agreement, NYMC shall pay the County, as rent, the sum of One Dollar ($1.00) per year until the issuance of a temporary certificate of occupancy ("TCO") for the New Building. Thereafter, upon the date of issuance of the first TCO for the New Building and continuing for the next thirty (30) years of the Lease Agreement, NYMC shall pay the County, annually as rent, two and a half percent (2.5%) of gross revenue (as defined in Section 2.03 of the Lease Agreement) for the New Building. Commencing in lease year thirty-one (31) until the expiration or termination of the Lease Agreement, NYMC shall pay the County, annually as rent, four and a half percent (4.5%) of the gross revenue for the New Building. The Lease Agreement will be triple net with NYMC being solely responsible for all expenses, utilities and other monetary charges in connection with the Property, including, but not limited to, all maintenance and repairs of the Property, which the County is currently responsible for under the terms of the existing building leases. Pursuant to terms of the Lease Agreement, all plans and specifications for the New Building shall be subject to the joint review and approval by the Commissioners of Public Works & Transportation and Planning, and NYMC must complete construction of the New Building within five (5) years after the date that all approvals for the New Building have become final and unappealable.

NYMC shall also pay the County Thirty Thousand Three Hundred ($30,300) Dollars annually for the first thirty (30) years of the Lease Agreement for use of approximately 1.93 acres of land located at the corner of Hammond House Road, which is part of the Property and which cannot be developed by NYMC and shall remain as open space. Also, NYMC will reimburse the County for fifty percent (50%) of the cost of the appraisal for the Property and for fifty percent (50%) of any future appraisals that may be required under the Lease Agreement.

Pursuant to the terms of the Lease Agreement, NYMC shall be required to continuously offer a graduate course of study in the health care field and must use the Property exclusively for the administration and operation of a duly licensed and accredited health sciences college or university including, but not limited to, a medical school, and for related educational, research, health, medical, paramedical, biomedical, health science, and/or dental purposes, including parking, room and board for students, administrators, faculty, residents and medical staff and related services. Any proposal by NYMC to use the Property for other purposes or to erect any other structures on the Property other than the New Building, shall be subject to both reasonable approval by the County Executive and approval by your Honorable Board, in its sole discretion.

Should NYMC seek to amend the permitted uses identified in the Lease to include market rate residential units, NYMC agrees that at least twenty percent (20%) of said units, if approved by the County, shall be affordable housing units that comply with the County's Affordable Housing program.

In addition, the County reserves the right to construct a portion of the Tarrytown-Kensico Trailway within the right-of-way of any County road without the prior approval of NYMC, and further, subject to reasonable approval by NYMC, the County has the right to improve the Property to create a portion of the Trailway. The County may improve other property owned by NYMC to create a portion of the Trailway, subject to NYMC's prior written approval.

Pursuant to the terms of the Lease Agreement, NYMC may assign the Lease in whole or part or sublet all or portion of the New Building without further County approval to: i) any Affiliate; ii) a Developer as that term is defined in Article 16 of the Lease Agreement for

construction and operation of the New Building; iii) to students, administrators, faculty, medical residents, or medical staff for housing purposes, iii) to physicians for use as professional offices; iv) to the Westchester Institute of Human Development for office space; and v) any other party for a sublease of up to 5,000 square feet of space in the New Building. All other assignments or sublets shall require approval of the County. The NYMC also has the right to assign the Lease without the County's consent to any domestic duly chartered and accredited college, university or other educational institution or not-for-profit corporation, into or with which Tenant may be merged or consolidated and to any educational institution which shall be an affiliate parent or successor to NYMC.

In addition, and pursuant to the terms of the proposed Lease Agreement, NYMC agrees that it shall ensure that all labor used to construct the New Building and all other related work to be performed pursuant to the proposed Lease Agreement shall be paid at a rate of at least Twenty Dollars ($20.00) per hour, which minimum hourly wage shall be adjusted yearly by the percentage change in CPI over the immediately preceding calendar year. NYMC further agrees that it shall enter into contracts for at least Thirty-Six Million ($36,000,000.00) Dollars ("Base Amount") pursuant to which either union labor (unionized building and construction trades) is utilized and/or prevailing wage rates are paid for the relevant trades in accordance with the Prevailing Wage Schedule for Westchester County published by the Bureau of Public Works for the New York State Department of Labor to construct the New Building and all other work related to construction of the New Building to be performed pursuant to this Lease ("Wage Requirement").

The Wage Requirement shall be contingent upon the following occurring:

(a) The County shall perform the demolition and remediation of Munger Pavilion at its sole cost and expense; and

(b) The Westchester County Industrial Development Agency ("IDA") shall provide NYMC with a sales tax exemption and mortgage tax exemption (collectively, the "IDA Benefits") in connection with NYMC's construction of the New Building.

Additionally, the County may, at its sole cost and expense perform certain site work in connection with NYMC's construction of the New Building in the area immediately adjacent to the New Building. The County's site work shall be mutually agreed upon by the parties on a

future date, and may include: (1) Addressing Vosburgh Pavilion and Sunshine Cottage buildings to the extent impacted by demolition, remediation or site work such that these buildings can meet building code requirements; (2) Land clearing, grading and filling including demolition and removal of all existing foundations, underground tunnels, retaining walls, and impervious surfaces including the disposal of any fill/excavated materials; (3) Removal, relocation and/or upgrading impacted utilities within the subject area, including storm water management; (4) Modifying existing roadways and installation and/or repair of surrounding sidewalks, curbing, stairs, rails, pavement, lighting, or landscaping along roads surrounding the subject area; and (5) Construction of any required public spaces.

Furthermore, pursuant to the terms of the proposed Lease Agreement, the County and NYMC agree to, separately and in partnership with each other, pursue public investment in connection with the construction of the New Building and all other work related to construction of the New Building to be performed pursuant to the Lease Agreement. The public investment ("Public Investment") may include other Federal, New York State, County or local government financial assistance, but shall not include (i) any public, IDA, or Westchester County Local Development Corporation debt financing that NYMC receives and which NYMC is required to pay back, or (ii) the IDA Benefits and/or the County's costs for the work in Section 28.01(a).

Lastly, pursuant to the terms of the proposed Lease Agreement, the parties further agree that for every One Million ($1,000,000.00) Dollars of Public Investment received by NYMC, the Base Amount of the Wage Requirement shall be increased by an additional Five Million ($5,000,000.00) Dollars.

TERMS OF THE LEASE AMENDMENTS:

The current lease for Munger Pavilion shall be mutually terminated by the County and NYMC upon execution of the Lease Agreement. The leases for Sunshine Cottage, Vosburgh Pavilion, and the Old Commissioner's House shall remain in full force and effect for the duration of their respective terms, but will be amended in in order to: i) remove any obligations the County has to maintain the land surrounding each of those three (3) buildings as all of that land

will be part of the Property which NYMC will be required to maintain pursuant to the Lease Agreement; and ii) add the land located beneath each of the three (3) buildings to their respective leases.

ADDITIONAL CONDITIONS:

As your Honorable Board will recall, on December 30, 1998, the County and the Westchester County Health Care Corporation ("WCHCC") entered into a Restated and Amended Lease Agreement ("Restated Lease"), affecting, among other things, the Grasslands Campus. Pursuant to Article XX, Section 20.2(a) of the Restated Lease, the WCHCC is vested with a right of first refusal in connection with the sale, lease, license or commercial arrangement of all or any portion of the Grasslands Campus which is not included within the premises leased to WCHCC, for which the County receives a bona fide written offer that the County desires to accept. The Property is subject to this provision. In accordance with Article XX of the Restated Lease, the proposed Lease Agreement shall be transmitted to WCHCC for its consideration.

SEQRA:

The Planning Department has advised that based on its review, the proposed lease is classified as an "Unlisted" action under the State Environmental Quality Review Act ("SEQRA"). A Resolution, along with a short Environmental Assessment Form prepared by the Planning Department, is attached to assist your Honorable Board in complying with SEQRA. Should your Honorable Board conclude that the proposed action will not have any significant impact on the environment; it must approve the Resolution adopting a Negative Declaration prior to enacting the proposed Local Laws.

PERMISSIVE REFERENDUM:

Your Committee has been advised that because the term of the proposed Lease Agreement exceeds the thirty (30) year limitation of terms contained in the LWC Section 104.11(5)(f), a Local Law amending Section 104.11(5)(f) is required. Your Committee has been further advised that pursuant the LWC Section 209.171(7), the attached Local Law amending LWC Section

104.11(5)(f) is subject to permissive referendum, because it changes a provision of law relating to the sale, exchange or leasing of County property. Consequently, the proposed Local Law amending LWC Section 104.11(5)(f) 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 number of qualified electors required by law. Because the proposed Lease Agreement has a term longer than thirty (30) years, the Local Law approving the Lease Agreement cannot take effect until the effective date of the amendment to LWC Section 104.11(5)(f).

ACTION REQUIRED:

To summarize, three (3) Local Laws are being transmitted for your Honorable Board's consideration: (1) a Local Law amending Section 104.11(5)(f) because the proposed lease term exceeds the thirty (30) year limitation; (2) a Local Law authorizing the County to terminate its 1982 lease with NYMC for Munger Pavilion and pursuant to Section 104.11(5)(b) authorizing the County to enter into a new ninety-nine (99) year Lease Agreement with NYMC, and (3) a Local Law pursuant to Section 104.11(5)(b) authorizing the County to amend the 1982 lease agreements for a) Sunshine Cottage, b) Vosburgh Pavilion, and c) the Old Commissioner's House.

Your Committee has been advised that passage of the Local Law amending Section 104.11(5)(f) requires an affirmative vote of not less than a majority of the voting strength of your Honorable Board, that the Local Law authorizing the lease of the Premises pursuant to Section 104.11(5)(b) requires an affirmative vote of not less than two-thirds of the voting strength of your Honorable Board, and that the Local Law authorizing amendments to the three (3) lease agreements pursuant to Section 104.11(5)(b) requires an affirmative vote of not less than two-thirds of the voting strength of your Honorable Board.

As noted above, your Committee has been advised that if your Honorable Board agrees with this proposed transaction, then it should pass the SEQRA resolution first, the local law amending Section 104.11(5)(f) second, the Local Law approving the Lease Agreement pursuant to Section 104.11(5)(b) third, and the Local Law authorizing amendments to the three (3) lease agreements pursuant to Section 104.11(5)(b) fourth.

Also attached are four (4) Resolutions, one in connection with SEQRA, and one for each Local Law authorizing a Public Hearing as required by §209.141(4) of the Westchester County Administrative Code.

Your Committee believes that the leasing of this Property to NYMC for the creation of a campus and construction of a new building to replace Munger Pavilion will be of great benefit to the County of Westchester. Therefore, your Committee recommends the favorable action of your Honorable Board on the annexed proposed legislation.

Dated: October 17th, 2022
White Plains, New York

COMMITTEE ON

C: jpi 10.12..2022

Budget & Appropriations

Dated: October 17, 2022
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

FISCAL IMPACT STATEMENT

SUBJECT: New York Medical College Lease [ ] **NO FISCAL IMPACT PROJECTED**

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

[X] GENERAL FUND [ ] AIRPORT FUND [ ] SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense $ -

Total Current Year Revenue $ 32,800

Source of Funds (check one): [X] Current Appropriations [ ] Transfer of Existing Appropriations

[ ] Additional Appropriations [ ] Other (explain)

Identify Accounts: Expense account TBD

101-46-3400-9282 Revenue Account

Potential Related Operating Budget Expenses: Annual Amount

Describe: Contingent upon tenant meeting wage requirements per Sec. 28.01 of lease, the County shall perform demolition and remediation of the leased building. Cost is estimated at $5,500,000.

Potential Related Operating Budget Revenues: Annual Amount

Describe: 50% of the appraisal cost $2,500; $30,300 annually for open space rent; 2.5% of gross revenue for the new building commencing upon issuance of TCO, annually thereafter through year 30; and for years 31 to 99, the County will receive 4.5% of gross revenue.

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

Current Year:

Next Four Years:

Prepared by: Lawrence Soule

Title: Budget Director

Department: Budget

Date: October 16, 2022

Reviewed By: Lawrence Soule

Budget Director

Date: 10/17/22

LOCAL LAW INTRO. NO. ____ - 2022

A Local Law authorizing the County of Westchester to terminate the lease with New York Medical College for the building known as Munger Pavilion and to enter into a lease agreement for approximately 17.58 acres of County-owned property located in the Grasslands Campus in the Valhalla section of the Town of Mt. Pleasant, New York, with New York Medical College, its successors or assigns, to create a campus and to authorize the demolition of the building known as Munger Pavilion and for New York Medical College to construct a new building in its place.

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

Section 1. The County of Westchester ("County") is hereby authorized to terminate the lease with New York Medical College for the building known as Munger Pavilion and to simultaneously enter into a new lease agreement for approximately 17.58 acres of County-owned property located in the Grasslands Campus (also known as the Grasslands Reservation and the Valhalla Campus at Grasslands) in the Valhalla section of the Town of Mt. Pleasant, New York, (the "Property") with New York Medical College, its successors or assigns ("NYMC"), similar to the form of lease agreement annexed hereto and made a part hereof. Pursuant to the new lease agreement, the building known as Munger Pavilion shall be demolished and NYMC shall construct a new building in its place.

§2. The County Executive or his authorized designee is hereby authorized to execute any instruments and to take any action necessary and appropriate to effectuate the purposes hereof.

§3. This Local Law shall take effect upon the effective date of Local Law Intro. No. ___-2022 entitled "A Local Law amending Section 104.11(5)(f) of the Laws of Westchester County to provide the County of Westchester authority to enter into a lease agreement for approximately 17.58acres of County-owned property located in the Grasslands Campus in the Valhalla section of the Town of Mt. Pleasant, New York with New York Medical College, its successors or assigns, for a term not to exceed ninety-nine (99) years."

RESOLUTION NO. - 2022

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. -2022 entitled "A Local Law amending Section 104.11(5)(f) of the Laws of Westchester County to provide the County of Westchester authority to enter into a lease agreement for approximately 17.58 acres of County-owned property located in the Grasslands Campus in the Valhalla section of the Town of Mt. Pleasant, New York with New York Medical College, its successors or assigns, for a term not to exceed ninety-nine (99) years." The public hearing will be held at ____. m. on the ___ day of _____, 2022 in the Chambers of the Board of Legislators, 8th Floor, Michaelian Office Building, White Plains, New York. The Clerk of the Board shall cause notice of the time and date of such hearing to be published at least once in one or more newspapers published in the County of Westchester and selected by the Clerk of the Board for that purpose in the manner and time required by law.

HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER

Your Committee is in receipt of a communication from the County Executive recommending approval of a legislative package which contains the following:

i) a Local Law authorizing the County of Westchester (the "County") to terminate its 1982 lease with the New York Medical College ("NYMC") for the building known as Munger Pavilion and pursuant to the Laws of Westchester County ("LWC") Section 104.11(5)(b) simultaneously enter into a new lease agreement with NYMC for the Munger Pavilion and for approximately 17.58 acres of County-owned property located at the Grasslands Campus (also known as the Grasslands Reservation and the Valhalla Campus at Grasslands) in the Valhalla section of the Town of Mt. Pleasant, New York (the "Property") and authorize the demolition of the building known as Munger Pavilion and authorize NYMC to construct a new building in its place (the "Lease Agreement");

ii) a Local Law amending LWC Section 104.11(5)(f) to provide the County with authority to lease the Property to NYMC for a term of ninety-nine (99) years, which exceeds the thirty (30) year limitation of lease terms set forth therein; and

iii) a Local Law pursuant to LWC Section 104.11(5)(b) authorizing the County to amend three (3) existing building leases with NYMC for the buildings on the Grasslands Campus known as Sunshine Cottage, Vosburgh Pavilion and the Old Commissioner's House, respectively (collectively the "Lease Amendments"), in order to (a) remove any obligations the County has to maintain the land surrounding those three (3) buildings as all of that land will be part of the Property that NYMC will be required to maintain pursuant to the terms of the Lease Agreement, and (b) add the land located beneath each of the three (3) buildings to their respective leases as they are currently solely building leases.

Copies of the proposed Lease Agreement and the three (3) Lease Amendments are transmitted herewith.

BACKGROUND:

Pursuant to Local Law No. 6-1981, your Honorable Board authorized the County to amend LWC Section 104.11(5)(f) to provide the County with authority to lease four (4) buildings to NYMC for a period up to sixty (60) years including options. Thereafter, pursuant to Local Law No. 1-1982, your Honorable Board authorized the County to enter into building leases with NYMC for four (4) buildings located on the Grasslands Campus known as: 1) Sunshine Cottage, 2) Vosburgh Pavilion, 3) Munger Pavilion, and 4) the Old Commissioner's House. Each lease was for a term of thirty (30) years with NYMC having the option to renew for an additional thirty (30) year term. Each lease was duly executed and NYMC in 2011 exercised its options to extend each lease for additional term of thirty (30) years, through January 28, 2042.

RENT AND TERMS OF THE LEASE:

Pursuant to the proposed ninety-nine (99) year Lease Agreement, the County shall lease the Property to NYMC, Munger Pavilion shall be demolished and NYMC shall construct a new building in its place (the "New Building"). For consideration of the Lease Agreement, NYMC shall pay the County, as rent, the sum of One Dollar ($1.00) per year until the issuance of a temporary certificate of occupancy ("TCO") for the New Building. Thereafter, upon the date of issuance of the first TCO for the New Building and continuing for the next thirty (30) years of the Lease Agreement, NYMC shall pay the County, annually as rent, two and a half percent (2.5%) of gross revenue (as defined in Section 2.03 of the Lease Agreement) for the New Building. Commencing in lease year thirty-one (31) until the expiration or termination of the Lease Agreement, NYMC shall pay the County, annually as rent, four and a half percent (4.5%) of the gross revenue for the New Building. The Lease Agreement will be triple net with NYMC being solely responsible for all expenses, utilities and other monetary charges in connection with the Property, including, but not limited to, all maintenance and repairs of the Property, which the County is currently responsible for under the terms of the existing building leases. Pursuant to terms of the Lease Agreement, all plans and specifications for the New Building shall be subject to the joint review and approval by the Commissioners of Public Works & Transportation and Planning, and NYMC must complete construction of the New Building within five (5) years after the date that all approvals for the New Building have become final and unappealable.

NYMC shall also pay the County Thirty Thousand Three Hundred ($30,300) Dollars annually for the first thirty (30) years of the Lease Agreement for use of approximately 1.93 acres of land located at the corner of Hammond House Road, which is part of the Property and which cannot be developed by NYMC and shall remain as open space. Also, NYMC will reimburse the County for fifty percent (50%) of the cost of the appraisal for the Property and for fifty percent (50%) of any future appraisals that may be required under the Lease Agreement.

Pursuant to the terms of the Lease Agreement, NYMC shall be required to continuously offer a graduate course of study in the health care field and must use the Property exclusively for the administration and operation of a duly licensed and accredited health sciences college or university including, but not limited to, a medical school, and for related educational, research, health, medical, paramedical, biomedical, health science, and/or dental purposes, including parking, room and board for students, administrators, faculty, residents and medical staff and related services. Any proposal by NYMC to use the Property for other purposes or to erect any other structures on the Property other than the New Building, shall be subject to both reasonable approval by the County Executive and approval by your Honorable Board, in its sole discretion.

Should NYMC seek to amend the permitted uses identified in the Lease to include market rate residential units, NYMC agrees that at least twenty percent (20%) of said units, if approved by the County, shall be affordable housing units that comply with the County's Affordable Housing program.

In addition, the County reserves the right to construct a portion of the Tarrytown-Kensico Trailway within the right-of-way of any County road without the prior approval of NYMC, and further, subject to reasonable approval by NYMC, the County has the right to improve the Property to create a portion of the Trailway. The County may improve other property owned by NYMC to create a portion of the Trailway, subject to NYMC's prior written approval.

Pursuant to the terms of the Lease Agreement, NYMC may assign the Lease in whole or part or sublet all or portion of the New Building without further County approval to: i) any Affiliate; ii) a Developer as that term is defined in Article 16 of the Lease Agreement for

construction and operation of the New Building; iii) to students, administrators, faculty, medical residents, or medical staff for housing purposes, iii) to physicians for use as professional offices; iv) to the Westchester Institute of Human Development for office space; and v) any other party for a sublease of up to 5,000 square feet of space in the New Building. All other assignments or sublets shall require approval of the County. The NYMC also has the right to assign the Lease without the County's consent to any domestic duly chartered and accredited college, university or other educational institution or not-for-profit corporation, into or with which Tenant may be merged or consolidated and to any educational institution which shall be an affiliate parent or successor to NYMC.

In addition, and pursuant to the terms of the proposed Lease Agreement, NYMC agrees that it shall ensure that all labor used to construct the New Building and all other related work to be performed pursuant to the proposed Lease Agreement shall be paid at a rate of at least Twenty Dollars ($20.00) per hour, which minimum hourly wage shall be adjusted yearly by the percentage change in CPI over the immediately preceding calendar year. NYMC further agrees that it shall enter into contracts for at least Thirty-Six Million ($36,000,000.00) Dollars ("Base Amount") pursuant to which either union labor (unionized building and construction trades) is utilized and/or prevailing wage rates are paid for the relevant trades in accordance with the Prevailing Wage Schedule for Westchester County published by the Bureau of Public Works for the New York State Department of Labor to construct the New Building and all other work related to construction of the New Building to be performed pursuant to this Lease ("Wage Requirement").

The Wage Requirement shall be contingent upon the following occurring:

(a) The County shall perform the demolition and remediation of Munger Pavilion at its sole cost and expense; and

(b) The Westchester County Industrial Development Agency ("IDA") shall provide NYMC with a sales tax exemption and mortgage tax exemption (collectively, the "IDA Benefits") in connection with NYMC's construction of the New Building.

Additionally, the County may, at its sole cost and expense perform certain site work in connection with NYMC's construction of the New Building in the area immediately adjacent to the New Building. The County's site work shall be mutually agreed upon by the parties on a

future date, and may include: (1) Addressing Vosburgh Pavilion and Sunshine Cottage buildings to the extent impacted by demolition, remediation or site work such that these buildings can meet building code requirements; (2) Land clearing, grading and filling including demolition and removal of all existing foundations, underground tunnels, retaining walls, and impervious surfaces including the disposal of any fill/excavated materials; (3) Removal, relocation and/or upgrading impacted utilities within the subject area, including storm water management; (4) Modifying existing roadways and installation and/or repair of surrounding sidewalks, curbing, stairs, rails, pavement, lighting, or landscaping along roads surrounding the subject area; and (5) Construction of any required public spaces.

Furthermore, pursuant to the terms of the proposed Lease Agreement, the County and NYMC agree to, separately and in partnership with each other, pursue public investment in connection with the construction of the New Building and all other work related to construction of the New Building to be performed pursuant to the Lease Agreement. The public investment ("Public Investment") may include other Federal, New York State, County or local government financial assistance, but shall not include (i) any public, IDA, or Westchester County Local Development Corporation debt financing that NYMC receives and which NYMC is required to pay back, or (ii) the IDA Benefits and/or the County's costs for the work in Section 28.01(a).

Lastly, pursuant to the terms of the proposed Lease Agreement, the parties further agree that for every One Million ($1,000,000.00) Dollars of Public Investment received by NYMC, the Base Amount of the Wage Requirement shall be increased by an additional Five Million ($5,000,000.00) Dollars.

TERMS OF THE LEASE AMENDMENTS:

The current lease for Munger Pavilion shall be mutually terminated by the County and NYMC upon execution of the Lease Agreement. The leases for Sunshine Cottage, Vosburgh Pavilion, and the Old Commissioner's House shall remain in full force and effect for the duration of their respective terms, but will be amended in in order to: i) remove any obligations the County has to maintain the land surrounding each of those three (3) buildings as all of that land

will be part of the Property which NYMC will be required to maintain pursuant to the Lease Agreement; and ii) add the land located beneath each of the three (3) buildings to their respective leases.

ADDITIONAL CONDITIONS:

As your Honorable Board will recall, on December 30, 1998, the County and the Westchester County Health Care Corporation ("WCHCC") entered into a Restated and Amended Lease Agreement ("Restated Lease"), affecting, among other things, the Grasslands Campus. Pursuant to Article XX, Section 20.2(a) of the Restated Lease, the WCHCC is vested with a right of first refusal in connection with the sale, lease, license or commercial arrangement of all or any portion of the Grasslands Campus which is not included within the premises leased to WCHCC, for which the County receives a bona fide written offer that the County desires to accept. The Property is subject to this provision. In accordance with Article XX of the Restated Lease, the proposed Lease Agreement shall be transmitted to WCHCC for its consideration.

SEQRA:

The Planning Department has advised that based on its review, the proposed lease is classified as an "Unlisted" action under the State Environmental Quality Review Act ("SEQRA"). A Resolution, along with a short Environmental Assessment Form prepared by the Planning Department, is attached to assist your Honorable Board in complying with SEQRA. Should your Honorable Board conclude that the proposed action will not have any significant impact on the environment; it must approve the Resolution adopting a Negative Declaration prior to enacting the proposed Local Laws.

PERMISSIVE REFERENDUM:

Your Committee has been advised that because the term of the proposed Lease Agreement exceeds the thirty (30) year limitation of terms contained in the LWC Section 104.11(5)(f), a Local Law amending Section 104.11(5)(f) is required. Your Committee has been further advised that pursuant the LWC Section 209.171(7), the attached Local Law amending LWC Section

104.11(5)(f) is subject to permissive referendum, because it changes a provision of law relating to the sale, exchange or leasing of County property. Consequently, the proposed Local Law amending LWC Section 104.11(5)(f) 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 number of qualified electors required by law. Because the proposed Lease Agreement has a term longer than thirty (30) years, the Local Law approving the Lease Agreement cannot take effect until the effective date of the amendment to LWC Section 104.11(5)(f).

ACTION REQUIRED:

To summarize, three (3) Local Laws are being transmitted for your Honorable Board's consideration: (1) a Local Law amending Section 104.11(5)(f) because the proposed lease term exceeds the thirty (30) year limitation; (2) a Local Law authorizing the County to terminate its 1982 lease with NYMC for Munger Pavilion and pursuant to Section 104.11(5)(b) authorizing the County to enter into a new ninety-nine (99) year Lease Agreement with NYMC, and (3) a Local Law pursuant to Section 104.11(5)(b) authorizing the County to amend the 1982 lease agreements for a) Sunshine Cottage, b) Vosburgh Pavilion, and c) the Old Commissioner's House.

Your Committee has been advised that passage of the Local Law amending Section 104.11(5)(f) requires an affirmative vote of not less than a majority of the voting strength of your Honorable Board, that the Local Law authorizing the lease of the Premises pursuant to Section 104.11(5)(b) requires an affirmative vote of not less than two-thirds of the voting strength of your Honorable Board, and that the Local Law authorizing amendments to the three (3) lease agreements pursuant to Section 104.11(5)(b) requires an affirmative vote of not less than two-thirds of the voting strength of your Honorable Board.

As noted above, your Committee has been advised that if your Honorable Board agrees with this proposed transaction, then it should pass the SEQRA resolution first, the local law amending Section 104.11(5)(f) second, the Local Law approving the Lease Agreement pursuant to Section 104.11(5)(b) third, and the Local Law authorizing amendments to the three (3) lease agreements pursuant to Section 104.11(5)(b) fourth.

Also attached are four (4) Resolutions, one in connection with SEQRA, and one for each Local Law authorizing a Public Hearing as required by §209.141(4) of the Westchester County Administrative Code.

Your Committee believes that the leasing of this Property to NYMC for the creation of a campus and construction of a new building to replace Munger Pavilion will be of great benefit to the County of Westchester. Therefore, your Committee recommends the favorable action of your Honorable Board on the annexed proposed legislation.

Dated: October 17th, 2022
White Plains, New York

COMMITTEE ON

C: jpi 10.12..2022

Budget & Appropriations

Dated: October 17, 2022
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

FISCAL IMPACT STATEMENT

SUBJECT: New York Medical College Lease ☐ **NO FISCAL IMPACT PROJECTED**

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

☒ GENERAL FUND ☐ AIRPORT FUND ☐ SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense $ -

Total Current Year Revenue $ 32,800

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

☐ Additional Appropriations ☐ Other (explain)

Identify Accounts: Expense account TBD

101-46-3400-9282 Revenue Account

Potential Related Operating Budget Expenses: Annual Amount

Describe: Contingent upon tenant meeting wage requirements per Sec. 28.01 of lease, the County shall perform demolition and remediation of the leased building. Cost is estimated at $5,500,000.

Potential Related Operating Budget Revenues: Annual Amount

Describe: 50% of the appraisal cost $2,500; $30,300 annually for open space rent; 2.5% of gross revenue for the new building commencing upon issuance of TCO, annually thereafter through year 30; and for years 31 to 99, the County will receive 4.5% of gross revenue.

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

Current Year:

Next Four Years:

Prepared by: Lawrence Soule

Title: Budget Director

Department: Budget

Date: October 16, 2022

Reviewed By: Lawrence Soule

Budget Director

Date: 10/17/22

LOCAL LAW INTRO. NO. ____ - 2022

A Local Law amending Section 104.11(5)(f) of the Laws of Westchester County to provide the County of Westchester authority to enter into a lease agreement for approximately 17.58 acres of County-owned property located in the Grasslands Campus in the Valhalla section of the Town of Mt. Pleasant, New York with New York Medical College, its successors or assigns, for a term not to exceed ninety-nine (99) years.

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

Section 1. Section 104.11(5)(f) of the Laws of Westchester County is hereby amended to read as follows:

> Limitation of terms. The county shall not execute any leases either as lessor or lessee for a term exceeding 30 years, including renewals, except for county property located at Grasslands Reservation, Valhalla, New York, known as Sunshine Cottage, Vosburgh Pavilion, Munger Pavilion, and the Old Commissioner's House, together with a suitable means of ingress and egress thereto, which may be leased to New York Medical College for a period not to exceed sixty (60) years, including renewals, which property must be used by New York Medical College for medical and/or paramedical research and/or educational purposes, and except for a parcel of county property consisting of approximately twenty-one (21) acres located at Grasslands Reservation, Valhalla, New York (fronting on Route 9A on the west for approximately two hundred twenty (220) feet, continuing northwest along the Con Edison right-of-way for approximately one thousand two hundred (1,200) feet, continuing on the north approximately seven hundred (700) feet along property now or formerly owned by the Robert Martin Company, returning south on a broken line approximately one thousand three hundred fifty (1,350) feet to the northeast corner of property now or formerly owned by the Robert Martin Company and extending approximately eight hundred fifty (850) feet back to Route 9A), which may be leased for nonmunicipal purposes for an initial term not to exceed ninety-nine (99) years, including renewals, which may be further renewed for a term not to exceed thirty-three (33) years by mutual agreement of the parties, and except for county property located at Grasslands Reservation, Valhalla, New York known as the Westchester County Medical Center Campus which may be leased to the Westchester County Health Care Corporation, its successors or assigns, for an initial period not to exceed sixty (60) years, with three (3) consecutive options to renew for terms not to exceed ten (10) years each, and one (1) fourth and final option to renew for a term not to

exceed five (5) years, for a total term, including renewal options, of ninety-five (95) years to be exercisable at the option of the Westchester County Health Care Corporation, its successors or assigns, and except for county property located at the southwesterly corner of Court and Quarropas Streets in the City of White Plains which may be leased to a corporation formed by HANAC, Inc. and the Bluestone Organization, its successors or assigns, for a term of sixty-five (65) years, with three (3) consecutive options to renew for a term not to exceed ten (10) years each, for a total term, including renewal options, not to exceed ninety-five (95) years, for the purpose of constructing affordable senior rental housing, and except for county property located at the north portion of the Grasslands Reservation (also known as the Valhalla Campus at Grasslands) in the Valhalla section of the Town of Mt. Pleasant, New York, and commonly referred to as the "North 60" which may be leased to Fareri Associates, LP, its successors or assigns, for a term not to exceed ninety-nine (99) years for the purpose of creating a research and development complex, to support the county of Westchester's growing medical and bio-tech industry, and except for county property located off Knollwood Road in the Town of Greenburgh, New York neighboring the Westchester Community College campus which may be leased to Mayfair Housing LLC, and Mayfair Housing Development Fund Company, Inc., for a term of 65 years for the purpose of development, rehabilitation and operation of an affordable housing project consisting of approximately 74 residential rental units exclusively for low and moderate-income senior citizens aged 62 and older, and except for county property consisting of 17.58 acres located in the Grasslands Campus (also known as the Grasslands Reservation and the Valhalla Campus at Grasslands) in the Valhalla section of the Town of Mt. Pleasant, New York which may be leased to New York Medical College, its successors or assigns, for a term not to exceed ninety-nine (99) years exclusively for the administration and operation of a duly licensed and accredited health sciences college or university.

§2. The County Executive or his authorized designee is hereby authorized and empowered to execute all instruments and to take all actions reasonably necessary to effectuate the purposes of this Local Law.

§3. The Clerk of the Board shall cause a notice of this Local Law to be published at least once a week for two successive weeks, the first publication of which shall be had within ten days after such local law is adopted, in 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 the sale, exchange or leasing of County property and is therefore subject to the provisions of Section

209.171(7) of the Westchester County Administrative Code providing for a permissive referendum.

§4. This local law shall take effect sixty (60) days after its adoption subject to the provisions of Section 209.181 of the Westchester County Administrative Code.

AGREEMENT OF LEASE (hereinafter, "this Lease"), dated as of _____, 2022 (the "Commencement Date"), by and between

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and principal place of business at the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601 (the "County" or "Landlord")

and

NEW YORK MEDICAL COLLEGE, a not-for-profit corporation organized and existing under the laws of the State of New York, having an office and principal place of business at Administration Building, Sunshine Cottage Road, Valhalla, New York 10595 ("NYMC" or "Tenant").

The County and NYMC hereinafter referred to each as a "Party" or collectively as the "Parties".

W I T N E S S E T H

WHEREAS, on or about January 29, 1982, the County and NYMC entered into four (4) lease agreements for the lease by NYMC of four County-owned buildings located at Grasslands Campus in Valhalla, New York ("Grasslands Campus") known as: (i) Munger Pavilion, (ii) Sunshine Cottage, (iii) Vosburgh Pavilion, and (iv) the Old Commissioner's House (The lease for Munger Pavilion shall be referred to hereinafter as the "Munger Lease" and the leases for the remaining three (3) buildings shall be referred to hereinafter as the "Other Building Leases". The Munger Lease and the Other Building Leases shall be collectively referred to hereinafter as the "1982 Lease Agreements"); and

WHEREAS, the 1982 Lease Agreements each commenced January 29, 1982 for a thirty year term, and were each renewed for an additional thirty year term on January 29, 2012; and

WHEREAS, in May 2011, NYMC became affiliated with the Touro College and University System creating one of the largest biomedical higher education consortiums under one institutional banner in the United States; and

WHEREAS, presently NYMC has more than 1,400 students, 1,338 residents and clinical fellows, and more than 3,000 faculty members, and is seeking to create an environment conducive to learning, and has been working with the County and its neighbors to create a campus for its facilities at Grasslands Campus, that is easy to traverse and keeps with the picturesque setting of the Grasslands Campus; and

WHEREAS, NYMC has requested that the Munger Lease be terminated early and in substitution therefor the Parties enter into a new ninety-nine (99) year lease agreement for the Munger Pavilion, the land on which it is located, and the land surrounding Munger Pavilion and the Other Buildings (as hereinafter defined) which land is not currently leased to NYMC; and

WHEREAS, the Westchester County Health Care Corporation ("WCHCC") has waived its right of first refusal with regards to this Lease in accordance with Section 20.2(a) of a certain Restated and Amended Lease Agreement (the "Restated WCHCC Lease") with the County, dated December 30, 1998, as more fully set forth in Section 3.02 hereof and Schedule "E" herein; and

WHEREAS, by Local Law No. _____ of 2022, enacted by the Westchester County Board of Legislators ("County Board of Legislators") on _____, 2022, and Resolution of the Westchester County Board of Acquisition and Contract ("County Board of Acquisition and Contract") approved on _____, 2022, the County is authorized to enter into this Lease in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1 TERM, LEASED PROPERTY, ACCESS

Section 1.01 Termination of Munger Lease. Upon full execution of this Lease, the Munger Lease shall terminate and neither Party shall have any further rights or liabilities arising out of the Munger Lease. Each of the Other Building Leases shall remain in full force and effect for their remaining term in accordance with the terms and conditions of those lease agreements, as amended. Sunshine Cottage, Vosburgh Pavilion and the Old Commissioner's House (hereinafter referred to as the "Other Buildings"), are specifically not included as part of the Leased Property (as hereinafter defined).

Section 1.02 Term. The term of this Lease shall be ninety-nine (99) years commencing on the Commencement Date (the "Term"), unless sooner terminated as provided herein.

Section 1.03 Leased Property. Landlord hereby leases to Tenant, and Tenant hereby hires from Landlord, upon the terms, conditions, and covenants and agreements contained herein, approximately 17.58 acres of land (comprised of approximately 15.65 acres and approximately 1.93 acres of Open Space [as defined below]) located at the Grasslands Campus (the "Leased Land"), the building known as Munger Pavilion (the "Leased Building") and any other buildings, structures or other improvements now existing or hereinafter erected or placed upon, on and under the Leased Land during the Term ("Improvements"), including but not limited to the Leased Tunnels and New Building (as both are hereinafter defined), but not including the Other Buildings, or any County Roads (defined below). (The Leased Land, Leased Building, Leased Tunnels, and Improvements are collectively referred to herein as the "Leased Property" or the "Leased Premises"). Legal descriptions of the Leased Land are attached hereto as Schedules "A" and "A-1," respectively, and a map of the Leased Property is attached hereto as Schedule "B."

Section 1.04 Open Space. Tenant acknowledges that approximately 1.81 acres of the Leased Land located at the corner of Hammond House Road as described in Schedule "A-1" and shown and referred to on Schedule "B" as "Open Space" shall during the Term remain as

undeveloped open space (the "Open Space"). Notwithstanding anything to the contrary contained elsewhere in this Lease, Tenant agrees that it shall not improve or alter the Open Space in any manner except as approved by the County in its sole discretion subject to all necessary legal approvals, including, but not limited to approval of the County Board of Legislators. Tenant shall maintain the Open Space in accordance with the terms of this Lease.

Section 1.05 Access to Leased Property.

(a) Tenant shall have the right, in common with others, of vehicular and pedestrian access to the Leased Property on and over all public streets and roads, including the designated County roads shown on Schedule "C" ("County Roads"), and off-site pathways and walkways located on property owned by Landlord at Grasslands Campus and not leased by Landlord to WCHCC or to any other party ("Off-Site Pathways"), twenty-four hours a day, seven days a week.

(b) It is acknowledged and understood that the County owns other real property adjacent to, surrounding or in the vicinity of the Leased Property and must maintain access to its other real property for itself, its employees, agents, tenants and the general public at all times through the Leased Property.

(c) Tenant, at its sole option and expense, shall have the right to modify, alter, improve or relocate any roads, pathways and walkways located wholly within the Leased Property, not including the Open Space and subject to the prior approval of the County Commissioner of Public Works and Transportation or duly authorized designee (the "DPWT Commissioner") in accordance with the procedure set forth in Section 7.01 of this Lease.

(d) Landlord, at its sole option and expense and upon reasonable prior notice to Tenant, shall have the right to modify, alter, improve or relocate public streets and roads, including County Roads, and any Off-Site Pathways, provided that Landlord shall not by such modification, alteration, improvement or relocation, materially impair or diminish Tenant's ingress and egress to or beneficial use of the Leased Property. Notwithstanding the immediately preceding sentence, such activities by Landlord shall not be deemed to materially impair or diminish Tenant's ingress and egress to or beneficial use of the Leased Property if the modification, alteration, improvement or relocation: (i) is to protect public health, safety and welfare in an emergency situation; or (ii) is temporary, e.g., not exceeding one (1) year, provided a comparable substitute means of access to the Leased Premises already exists or is made available to Tenant; or (iii) is required pursuant to a preexisting lease or easement with Landlord but to which Tenant is not a party, provided a comparable substitute means of access to the Leased Premises already exists or is made available to Tenant.

(e) Landlord may, at any time, temporarily or permanently close or consent to or request the closing of any public street or public road, including a County Road, to protect public health, safety and welfare in an emergency situation, and for any other reason provided a comparable substitute means of ingress and egress to the Leased Property already exists or is

made available to the Tenant. Tenant hereby releases and discharges Landlord, its officers, employees and agents, of and from any and all claims, demands, or causes of action which Tenant may now or at any time have against Landlord, arising or alleged to arise out of the closing of any public street or public road, including a County Road, in accordance with this subsection (d).

Section 1.06 Underground Tunnels.

(a) The Parties acknowledge that there are four (4) underground tunnels, or portions of tunnels, on the Leased Land, as follows:

(i) between Vosburgh Pavilion and the Leased Building, including all pipes, ducts and conduits located therein;

(ii) between Sunshine Cottage and the Leased Building, including all pipes, ducts and conduits located therein, ((i) and (ii) hereinafter collectively referred to as the "Leased Tunnels"),

(iii) between Woods Road and Vosburgh Pavilion, (the "Woods Road Tunnel"); and

(iv) between the Leased Building and the premises leased by WCHCC (the "Shared Tunnel").

A map identifying the Leased Tunnels, the Woods Road Tunnel, and the Shared Tunnel is attached hereto as Schedule "D".

(b) Landlord and Tenant shall each have full and free access to and use of the Leased Tunnels (subject to subsection (c), below), including the ability to maintain their respective existing facilities and/or add new facilities as they deem necessary in the Leased Tunnels; provided that any new facilities installed by a Party shall not impair the use by the other Party of its facilities in the Leased Tunnels or in the event any new facilities do impair use by the other Party, the new facilities will be modified so as not to impair the use by the other Party. Each Party shall be responsible for the costs to maintain its own facilities in a safe manner and in accordance with current industry standards. Any new facilities or repairs to the Leased Tunnels undertaken by Tenant shall be subject to the prior approval of the DPWT Commissioner in accordance with the procedure set forth in Section 7.01 of this Lease.

Landlord acknowledges that as provided in subsection (c) below, Tenant may in connection with the development of the New Building close the Leased Tunnels, and therefore agrees that it shall not add any new facilities to the Leased Tunnels without Tenant's approval, which shall not be unreasonably withheld, conditioned, or delayed provided such new facilities will not materially impair the construction and/or operation of the New Building.

(c) Landlord acknowledges and agrees that the Leased Tunnels may be used by Tenant for any purposes incidental to Tenant's Intended Use (as hereinafter defined) including, without limitation, pedestrian access between the New Building and Other Buildings and utility facilities, and may from time to time be closed (temporarily or permanently) and re-opened by Tenant for such purposes, in accordance with all Applicable Laws (as defined below) and upon approval by the DPWT Commissioner in accordance with the procedure set forth in Section 7.01 of this Lease, provided that prior to any such closure, whether temporary or permanent, Tenant confirms that there are no facilities or utility lines in the Leased Tunnels that are being used by the County or its other tenant(s). If any such facilities or utility lines are active, then Tenant shall ensure continued use and access to same by the County and/or its other tenants. Tenant shall have the right to relocate such facilities or utility lines at Tenant's sole cost and expense. Notwithstanding anything to the contrary contained herein, any plan for demolition, removal or closure of any and all portions of the Leased Tunnels whether temporary or permanent and/or relocation of such facilities must first be approved by the DPWT Commissioner in accordance with the procedure set forth in Section 7.01 of this Lease.

(d) Tenant acknowledges that as of the Commencement Date, the Shared Tunnel is closed. Tenant shall have the right, in its sole discretion, but subject to the consent of WCHHC, to reopen the Shared Tunnel, and to use the Shared Tunnel for pedestrian access, provided that Tenant makes any repairs to the Shared Tunnel then required for safe use and operation at its cost and expense. For the avoidance of doubt, if the Shared Tunnel remains closed, Tenant's only obligation will be to maintain at its cost and expense any utility pipes, ducts and conduits in the Shared Tunnel used for the operation of Tenant's Improvements on the Leased Premises. Subject to the foregoing, Tenant is hereby granted a license for the Term to use the Shared Tunnel. Landlord shall have full and free access to the Shared Tunnel at all times.

(e) Tenant acknowledges and agrees that it has no rights in and to the Woods Road Tunnel or the County's heating plant.

Section 1.07 Emergency Use. In addition to the above, the County shall have the right to use the Leased Property or any portion thereof (but not the Leased Building or the Other Buildings) in the event an emergency or disaster is declared by any federal, state or local government in accordance with Applicable Law (defined below) for the duration of the emergency or disaster; provided that such use shall be to the minimum extent reasonably necessary to address the emergency, with due regard for Tenant's operations at the Leased Property. The County shall notify Tenant of a declared emergency at the earliest possible time considering all of the facts and circumstances surrounding the emergency. In the event of a declared emergency where Landlord has exercised its rights to use the Leased Property, all obligations of Tenant, including the payment of Rent (as hereinafter defined) as and when due, shall be suspended until Landlord's use and occupancy of the Leased Property (or portion thereof) ceases, and the Leased Property (or portion thereof) is surrendered to Tenant. In the event Landlord uses less than the entirety of the Leased Property and Tenant is able to continue to operate in the remainder of the Leased Property, Rent shall be abated with respect to the portion of the Leased Premises used by Landlord for the duration of such use. By way of

example, if Landlord uses a quarter of the Leased Property and Tenant is able to operate in the remainder, Rent shall likewise be abated by a quarter.

ARTICLE 2 RENT

Section 2.01 Cost Reimbursement. Tenant agrees that within sixty (60) days of the Commencement Date, it shall reimburse the County $2,500.00, representing 50% of the cost of the appraisal for the Leased Property that was conducted in 2018. Tenant further agrees it shall pay 50% of the cost of any future appraisal that may be required by the terms of this Lease or agreed to by the Parties during the Term.

Section 2.02 Triple Net Lease. Except as otherwise provided herein, Tenant shall be solely responsible for all expenses and other monetary charges in connection with the Leased Property, including but not limited to financing costs, insurance costs, maintenance, repairs and restoration of the Leased Property. In addition, whether billed to Tenant or Landlord, Tenant shall be responsible for all operating expenses of the Leased Property, including, but not limited to, real estate taxes, assessments, water, gas, electric, sewer charges or sewer rent, and other utility charges or usage fees, and any other state, County or municipal charges, duties, special district levies and taxes, special assessments, or fees or charges in lieu thereof, or license and permit fees (collectively, "Expenses"). This Lease shall be a triple net lease and Rent, including Additional Rent (as both terms are hereinafter defined), and all other sums payable hereunder by the Tenant including but not limited to Expenses, shall be paid without notice or demand, and without setoff, counterclaim, recoupment, abatement, diminution, deduction, reduction or defense, except as otherwise specifically set forth herein.

If there are any other charges of any kind owed to Landlord by Tenant under this Lease, it shall be known as "Additional Rent". Any Expenses billed to Landlord shall be paid by Tenant to Landlord as Additional Rent.

Section 2.03 Rent.

(a) Tenant shall pay Landlord as rent for the Leased Property the sum of $1.00 Dollar per year until the issuance of a temporary certificate of occupancy ("TCO"), for the New Building (as defined in Section 6.01 of this Lease).

Commencing upon the date of issuance of the TCO for the New Building (the "TCO Date") and continuing thereafter for the next thirty (30) years ("Initial Term"), Tenant shall pay Landlord rent annually an amount equal to two and a half (2.5%) percent of Gross Revenue for the New Building ("Initial Term Rent").

If the TCO Date is not the first day of a Lease Year (as hereinafter defined), then Tenant shall pay Initial Term Rent for the applicable portion of the first Lease Year and the last Lease Year of the Initial Term on a pro rata basis.

Thereafter commencing on the thirtieth (30th) anniversary of the TCO Date and continuing through the end of the Term ("Remainder Term"), Tenant shall pay Landlord rent annually an amount equal to four and half (4.5%) percent of the Gross Revenue for the New Building ("Remainder Term Rent").

(b) For purposes of this Lease, the term:

(i) "Rent" shall mean Initial Term Rent, Remainder Term Rent, and Additional Rent, if any;

(ii) "Lease Year" shall mean the twelve (12) month period from the Commencement Date and each twelve (12) month period thereafter occurring in whole or in part during the Term; and

(iii) "Gross Revenue" shall mean all payments and all other revenues generated or received by or on behalf of Tenant, or by any successor or assign including any Developer, Affiliate, Successor (as those terms are defined in Article 16 of this Lease) from all sources for the use, occupancy and/or operation of the New Building, including, but not limited to:

(A) rents, room and board, license fees, room charges, parking fees, other fees or charges and security deposits (but only to the extent retained by Landlord);

(B) rent paid under any sublease to Tenant or any successor or assign including any Developer, Affiliate, or Successor;

(C) business interruption insurance proceeds, if any;

(D) operating expense pass-through revenues and common area maintenance, if any;

(E) any other amounts paid for the use, occupancy and/or operation of the New Building, which may be in lieu of, or in addition to, Rent, including, but not limited to, shared business revenues, and/or payment or assumption on behalf of Tenant of any debt service of, or repayment on behalf of Tenant of any portion of the principal amount of, any Leasehold Mortgage (as defined in Article 17 of this Lease).

The parties hereby acknowledge and agree that it is their express intent that the aforesaid definition of Gross Revenue shall be construed as broadly as possible, provided, however, that Gross Revenues shall not include: (i) payments to Tenant attributable to sales taxes, tuition, or grants or subsidies; or (ii) the rent under any sublease of any space in the New Building

subleased to the Westchester Institute of Human Development; or (iii) any fees paid by Tenant to any person or entity for management and/or operation of the New Building.

(c) Rent shall be due and payable by Tenant to Landlord in advance within thirty (30) days after the start of the Initial Term and thereafter within thirty (30) days of the commencement of each subsequent Lease Year. All Rent shall be paid in the lawful money of the United States of America to the County Commissioner of Finance at the County's address for notices or to such other person or address as may have been identified in a notice given by the County to the Tenant.

(d) Except to the extent the County consents to assumption by a successor of the obligations of Tenant to the Landlord for payment of all Rent and Expenses due under this Lease, Tenant shall be primarily liable for Rent and Expenses, whether owed by Tenant or any successor or assign including any Developer or Affiliate, but not owed by any Successor, as long as it is a Successor within the meaning of Section 16.03. Failure of any successor or assign, including any Developer or Affiliate, to make any required payments shall not relieve Tenant of its obligations to the County to pay the same.

2.04. Reconciliation. The Initial Term Rent and the Remainder Term Rent payable by Tenant to Landlord under Section 2.03 above shall be estimated by Tenant based on expected Gross Revenue during the ensuing Lease Year and paid to Landlord within thirty (30) days of the start of each Lease Year. Within sixty (60) days after the conclusion of each Lease Year, Tenant shall deliver to Landlord a statement (the "Annual Reconciliation") of the actual Gross Revenue received by Tenant during the immediately preceding Lease Year. If for any Lease Year, the sum of Tenant's Gross Revenue, as specified in the Annual Reconciliation, is less than the total amount of the Initial Term Rent or Remainder Term Rent paid by Tenant under Section 2.03 above for such Lease Year, then any such overpayment shall be credited toward the Rent for the following Lease Year. If for any Lease Year, the sum of Tenant's Gross Revenue, as specified in the Annual Reconciliation, is more than the total amount of the Initial Term Rent or Remainder Term Rent paid by Tenant under Section 2.03 above for such Lease Year, then any such underpayment shall be paid by Tenant to Landlord within thirty (30) days following the Landlord's receipt of such Annual Reconciliation. This Section 2.04 shall survive the expiration or sooner termination of this Lease.

Section 2.05. Open Space Rent. In addition to the Rent paid by Tenant under Section 2.03 above, Tenant shall pay to Landlord as Additional Rent for use of the Open Space the sum of $30,300.00 annually per Lease Year for the entire Term of this Lease, with the first annual payment payable within sixty (60) days of the Commencement Date and then payable annually within sixty (60) days of the commencement of every Lease Year thereafter.

Section 2.06 Late Payment. If any payment of Rent or Additional Rent is not made within thirty (30) days after the date due and payable under this Lease, such unpaid amount shall bear interest at an annual rate of interest which is three percent (3%) over the prime rate of interest as published daily in the Wall Street Journal. Interest for a late payment shall be

computed separately for each month, or any part thereof, during which any amount upon which interest is to be charged hereunder remains unpaid hereunder.

Section 2.07 County Audit. The County shall have the right to audit Tenant's books and records for the purposes of verifying Tenant's annual Gross Revenue, and Rent and Additional Rent payable by Tenant, as well as the labor rates paid by Tenant in connection with Article 28 herein; provided, however, that (i) the County must provide Tenant with thirty (30) days' prior written notice of such an audit, (ii) the County may conduct such audit only once per year, and (iii) the County may conduct such audit no later than three (3) years after the end of the Lease Year being audited, unless mutually agreed to by the Parties. This Section 2.07 shall survive the expiration or sooner termination of this Lease.

Tenant shall endeavor to include a provision in any sublease of the Leased Property (or any portion thereof) requiring the sublessee to participate in the County's audits and to allow the County the right to audit the books and records of the sublessee for the purposes of verifying annual Gross Revenue, Rent and Additional Rent.

Tenant shall include a provision in any contract with a contractor for construction of the New Building and all other work related to construction of the New Building to be performed pursuant to this Lease requiring the contractor to participate in the County's audits and to allow the County the right to audit the books and records of the contractor for the purposes of verifying its labor rates in connection with Article 28 herein.

ARTICLE 3 USE OF LEASED PROPERTY

Section 3.01 Use.

(a) Except as approved by the Landlord in accordance with subsection (b) below, the Leased Property shall be used by Tenant exclusively for the administration and operation of a duly licensed and accredited health sciences college or university including, but not limited to, a medical school, and for related educational, research, health, medical, paramedical, biomedical, health science, and/or dental purposes, including parking, room and board for students, administrators, faculty, residents and medical staff of Tenant and WCHCC; academic, educational and support services; and all related and ancillary uses with respect to any of the foregoing including support of individuals with disabilities and vulnerable children (individually or collectively, "Tenant's Intended Use"). Tenant's use of the Leased Property is subject to all Applicable Laws, including land use and zoning laws, which may restrict or prohibit any use permitted by this Lease.

(b) In the event that Tenant desires to use the Leased Property for any use other than Tenant's Intended Use (a "New Use"), Tenant shall submit a written request with details about, and the reasons for, the proposed New Use to the County Executive, or to a duly authorized designee (the "County Executive"), for his/her review and approval, which shall not be unreasonably withheld or conditioned in accordance with the procedure set forth below. Within

ninety (90) days after receipt of such a request by the County Executive with the supporting details and reasons for the proposed New Use, the County Executive shall notify Tenant its approval or disapproval of the New Use, and, in the event of its disapproval, the County Executive shall specify in a notice to Tenant the reasons for its disapproval and Tenant shall have the right to re-submit a revised request for the County Executive's approval. The County Executive shall notify Tenant within ninety (90) days after receipt of any such revised request of its approval or disapproval of the revised request, and, in the event of disapproval, the County Executive shall specify in a notice to Tenant the reasons therefor. The Parties agree that Tenant shall have the right to continue to submit further revised requests to the County Executive for approval. Upon approval by the County Executive as set forth hereinabove, any proposed New Use shall be thereafter further subject to all necessary legal approvals, including but not limited to the approval of the County Board of Legislators, in the form of an amendment to this Lease, which amendment shall require payment to Landlord of the "fair market value rent" ("FMVR") of the Leased Property for the New Use, and may contain other reasonable provisions appropriate and customary for the New Use. The FMVR shall be determined by a qualified appraiser with demonstrated experience in the valuation of commercial real property in Westchester County, including for the same or substantially similar uses as the New Use, mutually acceptable to the Parties (the "Appraiser"). Tenant shall be liable for all costs of the appraisal.

Section 3.02 WCHCC. It is understood and agreed by Tenant that this Lease is additionally subject to certain rights of WCHCC under the Restated WCHCC Lease. In particular, Article XX, Section 20.2(a) of the Restated WCHCC Lease vests WCHCC with a right of first refusal in connection with the sale, lease, license or commercial arrangement of all or any portion of the Grasslands Campus which is not included within the premises leased to WCHCC, for which the County receives a bona fide written offer that the County desires to accept. A copy of Article XX of the Restated WCHCC Lease is attached hereto and made a part hereof as Schedule "E". By letter dated _____, 2022, a copy of which is attached hereto and made a part hereof as Schedule "F", WCHCC has waived its right of first refusal under Article XX of the Restated WCHCC Lease with respect to this Lease.

In addition to this right of first refusal, which has been waived as set forth above, the County as WCHCC's landlord, pursuant to Article XXXIXof the Restated WCHCC Lease, will not lease, license, use or permit to be used by anyone other than WCHCC, as tenant, certain identified property, which is inclusive of the Leased Property herein, for the provision of any medical or health related service, including, but not limited to senior housing, assisted living housing, and such other uses for which all or any portion of the premises leased to WCHCC are then being used by WCHCC, or a sublessee ("WCHCC Restrictive Covenant"). It is understood and agreed to by Tenant, that Tenant's Intended Use shall not violate the WCHCC Restrictive Covenant and that if Tenant desires to undertake anything that is prohibited under Article XXXIX of the Restated WCHCC Lease, then same shall not be permitted unless and until either: (a) WCHCC irrevocably waives such restrictions in writing; or (b) the Restated WCHCC Lease is amended to authorize such prohibited use. Tenant acknowledges that Tenant shall not be permitted to use any portion of the Leased Property for any use that is prohibited by Article

XXXIX of the Restated WCHCC Lease unless and until either (a) or (b) above occurs, and any required approvals as set forth in this Lease are obtained. Landlord acknowledges that upon either (a) or (b) above occurring, such use shall be considered "permitted" for all purposes of this Lease. The phrase "irrevocably waives such restrictions in writing" shall mean a writing signed by an officer of WCHCC who has been duly authorized by WCHCC to execute such a document on behalf of WCHCC. A copy of Article XXXIX of the Restated WCHCC Lease is attached as Schedule "G". Tenant acknowledges that any amendment to the Restated WCHCC Lease is subject to the approval of the County Board of Legislators and County Board of Acquisition and Contract.

Section 3.03 Affordable Housing. Should any approved New Use of the Leased Property include market rate residential units, Tenant agrees that at least twenty percent (20%) of said units shall be affordable housing units that comply with the County's Affordable Housing program.

ARTICLE 4 CONDITION OF LEASED PROPERTY

Section 4.01 Condition of Leased Property, Hazardous Materials. Except as otherwise expressly provided in this Lease and subject to Section 4.03 hereof:

(a) Tenant accepts the Leased Property "AS IS", in its present condition on the date hereof and without any representation or warranty by Landlord as to the condition thereof, except as expressly set forth herein;

(b) Tenant acknowledges it has been in continuous possession of the Leased Building since January 29, 1982 and the Landlord has no knowledge of the condition of the Leased Building and makes no representations or warranties at all with respect to such Leased Building;

(c) Landlord shall not be responsible for any latent or other defect or change of condition in the Leased Property; and

(d) in no event shall the Rent payable hereunder be withheld or abated on account of any defect in the Leased Property, nor for any change in its condition, nor for any damage occurring thereto except as expressly provided in this Lease.

Section 4.02 Assignment of Warranties. Landlord hereby assigns to Tenant existing warranties, if any, relating to the Leased Property or equipment therein. Landlord represents that to the best of its knowledge there are no warranties relating to the Leased Property or the equipment therein that require the consent of the warrantor to assign.

Section 4.03 Hazardous Materials.

(a) "Hazardous Materials" shall mean any hazardous or toxic substance or container therefor which is, or becomes regulated by any governmental authority (defined in Section 6.03

below) and includes, without limitation, underground storage tanks, drums or transformers and any substance which is (i) defined as "Hazardous Substance", "Hazardous Waste", or "Extremely Hazardous Substance" pursuant to any provisions of the United States Code including United States Code sections commonly known as the Federal Water Pollution Control Act, the Federal Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, and the Superfund Amendments and Reauthorizations Act of 1986 or analogous New York State laws, (ii) defined as hazardous substance or material pursuant to any state or local law, ordinance or regulation governing the Leased Premises, (iii) petroleum, gasoline, diesel fuel, crude oil or a by-product thereof, (iv) asbestos or asbestos containing material, (v) any pesticide, (vi) polychlorinated byphenyl, (vii) any dry-cleaning fluid, or (viii) any solvent.

(b) If Hazardous Materials are discovered on or at the Leased Property during the Term hereof and pursuant to Applicable Laws are required to be eliminated, removed or otherwise mitigated or remediated ("Remediation"), then the Party liable for Remediation pursuant to subsection (c) or (d), below, shall identify the source of such Hazardous Materials and develop a Remediation plan, consistent with the requirements of Applicable Laws.

(c) Tenant shall be responsible, at its sole cost and expense, for the Remediation of: (i) all Hazardous Materials in all portions of the Leased Property (including the Leased Tunnels) existing at the Leased Property as of the Commencement Date, regardless of origin or cause, and whether necessitated by construction, re-construction, alteration, or deterioration of any building or structure, accident, or as a prerequisite to occupancy by Tenant or any sublessee; and (ii) all Hazardous Materials introduced to the Leased Property, including the Leased Tunnels or the Shared Tunnel (if opened and used by Tenant in accordance with Section 1.06(d) of this Lease), by the acts or omissions of Tenant, its sublessees, agents, employees, contractors, or representatives; and (iii) any other Hazardous Materials except as set forth in Section 4.03(d) of this Lease.

(d) Landlord shall be responsible, at its sole cost and expense, solely for the Remediation of Hazardous Materials introduced to the Leased Property from and after the Commencement Date, including in and to the Leased Tunnels or the Shared Tunnel (if used by Landlord), by the acts or omissions of Landlord, its tenants, agents, employees, contractors, or representatives.

(e) Tenant hereby agrees to indemnify and defend the County and hold the County harmless from and against any and all claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against the County, as a direct or indirect result of, the presence on or under or the escape, seepage, leakage, spillage, discharge, emission, discharging or releasing from or on, the Leased Property of any Hazardous Materials which the Tenant is obligated to remove pursuant to the preceding provisions of Section 4.03(c), including, without limitation, any losses, liabilities, damages, injuries, costs, expenses (including, without limitation, reasonable attorneys', experts' and consultants' fees and disbursements) or claims asserted or arising under any applicable environmental law, directly caused by the act or omission of the

Tenant, its employees, officers, agents and contractors, other than claims arising from the direct act or failure to act of the County. The County shall promptly notify Tenant of any such claims and shall reasonably cooperate with Tenant with respect thereto.

(f) Landlord hereby agrees to indemnify and defend Tenant and hold Tenant harmless from and against any and all claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against Tenant, as a direct or indirect result of, the presence on or under or the escape, seepage, leakage, spillage, discharge, emission, discharging or releasing from or on, the Leased Property of any Hazardous Materials which the Landlord is obligated to remove pursuant to the preceding provisions of Section 4.03(d), including, without limitation, any losses, liabilities, damages, injuries, costs, expenses (including, without limitation, reasonable attorneys', experts' and consultants' fees and disbursements) or claims asserted or arising under any applicable environmental law, directly caused by the act or omission of Landlord, its employees, officers, agents and contractors, other than claims arising from the direct act or failure to act of Tenant. Tenant shall promptly notify Landlord of any such claims and shall reasonably cooperate with Landlord with respect thereto.

(g) The provisions of this Section 4.03 shall survive the expiration or sooner termination of this Lease.

ARTICLE 5 COVENANT TO MAINTAIN AND REPAIR

Section 5.01 Landlord's Obligations. Except as provided in Section 1.06(b) of this Lease, Landlord shall not be required to maintain nor to make any improvements, repairs or restorations upon or to the Leased Property or the Improvements, unless such repair, maintenance or restoration is necessitated by an act of Landlord or third persons under the direction or control of Landlord.

Section 5.02 Tenant's Obligations. It shall be the obligation of Tenant to maintain and repair the Leased Property in accordance with Applicable Laws.

In addition, Tenant covenants and agrees during the Term, at the Tenant's own cost and expense, to maintain, repair and restore the Leased Property, the Leased Tunnels, the Shared Tunnel (if opened and used by Tenant in accordance with Section 1.06(d) of this Lease) and all pipes, ducts and conduits located in the Leased Tunnels and the Shared Tunnel, but only to the extent required by Section 1.06(d) of this Lease, and the Improvements including, but not limited to, any building, structure, entrances, walkways, sidewalks and curbs, utility line or equipment, and all water, drainage, electric, lighting, heating, air conditioning, steam, gas, elevator, power, sewer, storm water, plumbing, ventilating and all other equipment, fixtures and facilities on and under the Leased Property, in good, sound and safe condition and repair, and to permit no waste, overloading, damaging, defacing, nuisance or injury thereto which repairs, alterations, additions and improvements shall be in quality equal to, or better than, the original work.

Tenant further agrees, during the Term, at Tenant's own cost and expense, to keep all areas within the Leased Property including, but not limited to, the entrances, walkways, sidewalks, lawns, trees, shrubs, parking areas and parking lots, streets and curbs free of snow, ice, dirt, rubbish and other obstacles.

Tenant further agrees, at the Tenant's own cost and expense, to make and do all repairs and alterations required to the interior and exterior of the Leased Property, ordinary and extraordinary, unforeseen and foreseen, including, without limitation, repairs and alterations to parking areas and parking lots, access roads and roadways within the Leased Property (other than public streets and public roads, including County Roads).

Landlord permits Tenant to maintain statues formerly on piers in front of Sunshine Cottage in alternate publicly accessible locations, chosen by Tenant, on the Leased Premises.

If within sixty (60) days after written notice to Tenant by Landlord, Tenant shall fail to make any repairs or perform any maintenance required hereunder, or to take appropriate action to effect commencement thereof, or thereafter fail to diligently pursue and complete such repair or maintenance, as determined by Landlord in its reasonable discretion, Landlord shall have the right, but not the obligation, to make such repairs or perform such maintenance and Tenant shall pay Landlord all reasonable costs and expenses for such repairs or maintenance as Additional Rent.

ARTICLE 6 NEW BUILDING CONSTRUCTION

Section 6.01 Leased Building and New Building. Tenant, subject to the provisions of this Lease including, but not limited to, this Article 6 and , Article 28 (related to Landlord's performance of demolition and remediation of the Leased Building at its sole cost and expense), shall demolish the Leased Building, and in place of the Leased Building shall at its sole cost and expense construct one new building for Tenant's Intended Use together with ancillary structures, parking areas and appurtenances (the "New Building") all generally in the same location as the Leased Building.

From the Commencement Date and thereafter until the Leased Building demolition is complete and the New Building is constructed, Tenant shall use commercially reasonable measures to secure the surrounding area and ensure that it is safe and not accessible by the public, including but not limited to, posting appropriate signage.

Section 6.02 New Building Criteria. The New Building shall, except as otherwise agreed to by the Parties in writing, meet the following criteria:

(a) The New Building shall be constructed generally in accordance with the concept plan prepared by Tenant and attached hereto and made a part hereof as Schedule "H".

(b) The New Building and the site plan therefor shall be of a first class design, character and appearance, in compliance with Applicable Laws, and shall be consistent with the "woodland campus" nature of the Grasslands Campus, and shall conform to the County's Leased Land Development Standards as the same may be amended from time to time (the "Development Standards"), the current version of which is attached hereto and made a part hereof as Schedule "I", or such other or different requirements as the Parties may, from time to time, mutually agree upon. Notwithstanding the foregoing, it is acknowledged and understood that: (i) the Leased Building does not wholly comply with the setback requirements set forth in the Development Standards and that the portions of the Leased Building that are non-conforming with respect to setback requirements shall be "grandfathered in" as they relate to the construction of the New Building; and (ii) the Plans (as hereinafter defined) shall not be subject to changes to the Development Standards that are adopted by the County following approval of the Plans pursuant to Section 6.03 of this Lease.

(c) The New Building shall be constructed in accordance with all Applicable Laws and in accordance with all requirements of the New York Board of Fire Underwriters or other similar body having jurisdiction thereof.

Section 6.03 New Building Plans and Specifications.

(a) Tenant, at its own expense, shall engage an architect and/or engineer to prepare all plans necessary for all required permits and approvals of the New Building from any and all governmental authorities having jurisdiction thereof defined below, including any environmental approvals required under the State Environmental Quality Review Act, set forth in the New York State Environmental Conservation Law sections 3-0301(1)(b), 3-0301(2)(m) and 8-0113 and the implementing regulations promulgated pursuant thereto set forth in 6 N.Y.C.R.R. Part 617, and any amendments thereto ("SEQRA"). "Governmental Authority(ies)" means all federal, state, county, municipal and other governments and all subdivisions, agencies, authorities, departments, courts, commissions, boards, bureaus and instrumentalities of any of them having jurisdiction with respect to the development, construction, use and occupancy of the Leased Premises.

Tenant will cause to be prepared site plans showing the location of all structures, roadways, and parking areas and preliminary elevation drawings, renderings, and floor plans of the New Building (collectively the "Plans") in sufficient detail to demonstrate that same are in compliance with the Development Standards and all Applicable Laws. Prior to submission to the Town of Mount Pleasant (the "Town") and within eighteen (18) months of the Commencement Date, Tenant shall deliver the Plans to the County DPWT Commissioner and the County Commissioner of Planning or duly authorized designee ("Planning Commissioner") for their review and approval, which shall not be unreasonably withheld or conditioned. Landlord shall notify Tenant within thirty (30) business days after receipt of any such Plans of the approval or disapproval of the proposed Plans, and, in the event of disapproval, shall specifically identify the objection and state the reasons therefor, in which event Tenant shall have the right to re-submit revised Plans to the County DPWT Commissioner and the Planning Commissioner for approval. Landlord shall notify Tenant within fifteen (15) business days after receipt of any such revised

Plans of approval or disapproval of the revised Plans, and, in the event of disapproval, shall specifically identify the objection and state the reasons therefor. The Parties agree that Tenant shall have the right to continue to submit further revised Plans to the County DPWT Commissioner and the Planning Commissioner until the revised Plans are approved.

Any change in the Plans made by Tenant after approval by Landlord, whether as a result of comments or requirements of the Town or otherwise, other than to address a Deficiency (as defined in Section 8.01), and that in any way substantially affects the exterior or the structure of the New Building, or the mechanical, electrical, or plumbing systems servicing the New Building, shall be submitted to the Landlord in accordance with the above procedure for further review and approval by Landlord.

(b) In addition, for any and all connections of the New Building to existing utilities, Tenant shall, at Tenant's cost and expense, comply with all provisions of Applicable Laws and the provisions of Section 7.04 hereof.

Section 6.04 New Building As Built Drawings. Copies of all "as built" drawings (which shall be deemed to include final architectural and engineering plans with field notations thereon) and equipment and building system operating and maintenance manuals for the New Building shall be delivered to the County DPWT Commissioner and the Planning Commissioner to complete the County's records. Final "as built" drawings must be signed and sealed by an appropriate licensed New York design professional.

Section 6.05 New Building Permits and Approvals. Following approval by Landlord of the Plans in accordance with Section 6.03 hereof, Tenant, at its sole cost and expense, will with reasonable diligence, subject to Unavoidable Delays (as defined in Section 23.01), procure all required permits and approvals (including, without limitation, under SEQRA) for the New Building from any and all Governmental Authorities (collectively, "Approvals"). Landlord will cooperate with Tenant, but without expense to Landlord, in procuring any such Approvals.

Tenant shall have the right to make any application or applications to the Town, and any and all Governmental Authorities, for the Approvals, including, without limitation, for site plan approval, building permits, zoning change, area variance, or use variance affecting the Leased Property, if same shall be required for the construction of the New Building, and Landlord will, without cost or expense to it, cooperate with Tenant in any such application.

Tenant shall reimburse Landlord any and all reasonable costs and expenses it incurs in connection with the above as Additional Rent, within thirty (30) days after delivery to Tenant of detailed invoices and supporting documentation.

Section 6.06 New Building Certificate of Completion. Upon receipt of all necessary Approvals, Tenant will commence and thereafter complete construction of the New Building with reasonable diligence, subject to Unavoidable Delays (as defined in Section 23.01), in a good, careful, proper and workmanlike manner, substantially in accordance with the Plans, as

amended, modified or changed from time to time in compliance with this Article 6 and with all Applicable Laws. Tenant will obtain and deliver to Landlord copies of all certificates from the County Department of Health, the New York Board of Fire Underwriters, or such other certificates for the use and occupancy of the New Building as are customarily obtained from any Governmental Authority. In addition to a certificate of occupancy from the Town, Tenant shall deliver to Landlord upon completion of the New Building a certificate of completion of the New Building signed by Tenant's engineer or architect and in a form reasonably acceptable to Landlord (a "Certificate of Completion").

Notwithstanding anything to the contrary contained in this Lease, Tenant is obligated to complete construction of the New Building within five (5) years after the later of (i) the date that all of the Approvals have become final and unappealable, or (ii) if Landlord is performing the work under Section 28.01(a) of this Lease, then the date that Landlord completes such work, subject to Unavoidable Delays. Subject to Article 17 of this Lease, failure to comply with the immediately preceding sentence shall give the Landlord the option to terminate this Lease.

Section 6.07 New Building Performance Bond. With respect to construction of the New Building, Tenant will obtain and provide to Landlord either (i) a performance and payment bond from the general contractor, guaranteeing the full and faithful performance and completion of construction of the New Building and the payment of the entire cost thereof, and having as a surety thereon a surety company of recognized responsibility and duly authorized and licensed to do business in the State of New York, carrying an AM Best's financial rating of "A" or better, in a penal sum equal to 100% of the estimated cost of construction, naming Tenant and Landlord as the beneficiaries (dual obligees) thereunder (but subordinate to the rights of any construction lender), to secure completion and payment for the construction, or (ii) a guaranty to Landlord of completion in substantially the same form and by the same entity as is given to the construction lender for such construction.

Section 6.08 Sustainable Building Principles. The design and construction of the New Building shall be capable of obtaining LEED Silver certification from the U.S. Green Building Council, and Tenant shall incorporate commercially reasonable efforts to go beyond LEED Silver. In the event such standards are replaced or revised at a point in time after the date of this Lease, then an equivalent standard or level of certification that existed at the time of local approval will apply. Tenant shall only be required to show that the New Building is capable of obtaining the LEED Silver certification, and not be required to actually obtain an official certification from the U.S. Green Building Council.

ARTICLE 7 OTHER CHANGES AND ALTERATIONS

Section 7.01 Changes and Alterations. Except for demolition of the Leased Building and construction of the New Building in accordance with Article 6 of this Lease, Tenant shall not change the footprint or height of the New Building, or make any other changes or alterations that in any way substantially affect the exterior or the structure of the New Building, or the

mechanical, electrical, or plumbing systems servicing the New Building, or make any other material changes or alterations to any other Improvements (collectively "Proposed Alterations"), without Landlord's prior written approval and subject to necessary legal approvals, if any.

Tenant, at its own expense, shall engage an engineer to prepare plans of any Proposed Alterations showing the location of all structures, roadways, and parking areas in sufficient detail to demonstrate that same are in compliance with the Development Standards, Applicable Laws, and then current construction techniques and applicable engineering standards and requirements. All such plans shall be delivered to the County DPWT Commissioner and Planning Commissioner for review and approval, which shall not be unreasonably withheld or conditioned, prior to formal submission to the Town in accordance with the below. Landlord shall notify Tenant within thirty (30) business days after receipt of any such plans of its approval or disapproval of the proposed plans, and, in the event of its disapproval, shall specifically identify Landlord's objection and state its reasons therefor, in which event Tenant shall have the right to re-submit revised plans for Landlord's approval, and Landlord shall notify Tenant within fifteen (15) business days after receipt of any such revised plans of its approval or disapproval of the revised plans, and, in the event of its disapproval, shall specifically identify Landlord's objection and state its reasons therefor. The Parties agree that Tenant shall have the right to continue to submit further revised plans to Landlord until the revised plans are approved.

Any change in the plans for any Proposed Alterations made by Tenant after approval by Landlord, whether as a result of comments or requirements of the Town or otherwise, other than to address a Deficiency (as defined in Section 8.01), and that in any way substantially affect the exterior or the structure of the New Building or the mechanical, electrical, or plumbing systems servicing the New Building, or materially change or alter any other Improvements, shall be submitted to the Landlord in accordance with the above procedure for further review and approval by Landlord.

Any Proposed Alterations pursuant to this Article 7 shall be subject to the following conditions which Tenant covenants to observe and perform:

(a) Any structural change or alteration shall be conducted under the supervision of a licensed architect or engineer selected by Tenant. At Landlord's request and at Tenant's expense, Tenant shall furnish to Landlord a copy of the plans and specification for such change or alteration signed and sealed by Tenant's architect or engineer.

(b) All changes and alterations shall be of such a character that, when completed, the value and utility of the changes and alterations shall not be less than the value and utility thereof immediately prior to any such change or alteration.

(c) All work done in connection with any change or alteration shall be done in a good and workmanlike manner and in compliance with all Applicable Laws; the Leased Property shall at all times be free of liens for labor and materials supplied or claimed to have been supplied in

connection with such work; and the work of any such change or alteration shall be prosecuted with reasonable diligence, subject only to Unavoidable Delays.

(d) Copies of all "as built" drawings, if applicable, (which shall be deemed to include final architectural and engineering plans with field notations thereon) and equipment and building system operating and maintenance manuals, for the Proposed Alterations, shall be delivered to the County DPWT Commissioner and the Planning Commissioner to complete the County's records. Final "as built" drawings must be signed and sealed by a licensed New York design professional.

(e) Tenant shall procure all required permits and approvals (including, without limitation under SEQRA) for any changes and alterations to the New Building from any and all Governmental Authorities.

Notwithstanding the foregoing or any contrary provision of this Lease, non-structural alterations to the interior of the New Building which do not substantially affect the mechanical, electrical, or plumbing systems servicing the New Building, and non-structural alterations to the exterior of the New Building, such as installation of rooftop HVAC and other equipment, and lighting and other fixtures and equipment to ensure health and safety, shall be permitted without County approval provided such alterations comply with any applicable provisions of the Development Standards, Applicable Laws, and applicable engineering standards and requirements.

Section 7.02 New Structures.

(a) Notwithstanding anything herein contained to the contrary, Tenant shall not construct or erect any new structure or facility of any kind (a "New Structure") anywhere on the Leased Property, without prior written approval by the County, in accordance with the procedure set forth below, except as specifically set forth in Section 6.01 hereof as it relates to the construction of the New Building.

(b) In the event that Tenant desires to construct or erect any proposed New Structure anywhere upon, over or under the Leased Property, Tenant shall submit a written request with details about, and the reasons for, the proposed New Structure to the County Executive, for his/her review and approval, which shall not be unreasonably withheld or conditioned, in accordance with the procedure set forth below. Within ninety (90) days after receipt of such a request by the County Executive with the supporting details and reasons for the proposed New Structure, the County Executive shall notify Tenant of approval or disapproval of the proposed New Structure. The Parties agree that Tenant shall have the right to continue to submit further revised requests to the County Executive for approval. Upon approval by the County Executive as set forth hereinabove, any proposed New Structure shall be thereafter further subject to all necessary legal approvals, including but not limited to the approval of the County Board of Legislators, in the form of an amendment to this Lease, which amendment shall include mutually agreed upon proposed rent terms for the proposed New Structure.

(c) Notwithstanding the foregoing, minor structures or minor improvements that do not materially impact the utility infrastructure of the Grasslands Campus, either individually or cumulatively, such as, for example, pergolas, arbors, fountains, sculptures, and benches, may be constructed, erected or installed by Tenant without Landlord's prior approval. Minor structures or minor improvements that would materially impact the utility infrastructure of the Grasslands Campus, either individually or cumulatively, may only be constructed, erected or installed by Tenant subject to prior written approval by the DPWT Commissioner and Planning Commissioner. All requests for approval of minor structures must be in writing and accompanied by plans (if applicable) and submitted to the DPWT Commissioner and Planning Commissioner for their review and approval, which shall not be unreasonably withheld or conditioned. Tenant will be notified within thirty (30) business days after receipt of any such request of the approval or disapproval, and, in the event of disapproval, shall specifically identify the objection and state the reasons therefor. Tenant shall then have the right to re-submit a request to the County DPWT Commissioner and the Planning Commissioner for approval. Tenant shall be notified within fifteen (15) business days after receipt of any such revised request of approval or disapproval, and, in the event of disapproval, shall specifically identify the objection and state the reasons therefor. The Parties agree that Tenant shall have the right to continue to submit further revised requests to the County DPWT Commissioner and the Planning Commissioner until the request for the proposed minor structure is approved. If in the sole but reasonable discretion of the DPWT Commissioner and Planning Commissioner, the proposed minor structure or minor improvement is considered a New Structure as set forth in (a) above, the procedures in (b) above shall be adhered to by Tenant.

(d) Tenant shall procure all required permits and approvals (including, without limitation under SEQRA) for any proposed New Structure from any and all Governmental Authorities.

Section 7.03 No Rent Abatement. In the event of any changes or alterations as provided for in this Article 7, Rent payable under this Lease shall not be reduced or abated in any manner whatsoever except as otherwise expressly provided in this Lease.

Section 7.04 Performance Bond/Approvals. No Proposed Alteration, estimated to cost more than Two Hundred and Fifty Thousand ($250,000.00) Dollars (the "Threshold Amount"), shall be commenced unless at the time thereof Tenant shall have obtained the following:

(a) Either (i) a performance and payment bond from each prime contractor performing work, guaranteeing the full and faithful performance and completion of construction of the change or alteration and the payment of the entire cost thereof, and having as a surety thereon a surety company of recognized responsibility and duly authorized to do business in the State of New York, carrying an AM Best's financial rating of "A" or better, in a penal sum equal to 100% of the estimated cost of the work, naming Tenant and Landlord as the beneficiaries (dual obliges) thereunder (but subordinate to the rights of any construction lender), to secure completion and payment for the construction, or (ii) a guaranty by Tenant to Landlord of

completion in substantially the same form and by the same entity as is given to the construction lender for such contemplated work provided, however, that such guaranty shall be in a form acceptable to the County Attorney in his/her sole discretion.

(b) All permits and approvals of all Governmental Authorities which are required to be obtained prior to commencement of the Proposed Alterations.

The Threshold Amount shall be adjusted yearly by the percentage change in the Consumer Price Index over the immediately preceding calendar year. "Consumer Price Index" means the Consumer Price Index for all Urban Consumers published by the Bureau of Labor Statistics of the United States Department of Labor, All Items, New York, New York – Northeastern New Jersey Area, all urban consumers (1982-84 = 100), or a successor index (hereinafter "CPI").

Section 7.05 Existing Utilities. Notwithstanding the above, Tenant shall not make any repairs, alterations, modifications or changes to any of the County's main utility lines and utility distribution systems (including steam, electricity, telephone, sewer and water lines and systems) which serve the Leased Property and other portions of Grasslands Campus (collectively, "Utility Mains"). Tenant may repair, alter, modify or change only service laterals or service connections at the Leased Property that are secondary in nature, and only to the extent that such secondary utility lines exclusively serve the Leased Property. In the event that any secondary utility lines are shared with either the County or another tenant of the County, then to the extent repair, alteration, or modification to such lines is required to serve the Leased Property, Tenant will be required to pay, as Additional Rent, its proportionate share of the cost of repair, alteration, or modification, based on the respective square footages of the facilities served by such secondary utility lines.

Section 7.06. New Utility Connections. Any change or alteration to the Leased Property which would necessitate a new connection to any existing Utility Mains or increase the demand for such utility services beyond what is currently used or otherwise materially affect the capacity or efficiency of such Utility Mains, shall require the prior review and approval of Landlord.

Tenant, at its sole cost and expense, for any change or alteration requiring review under this Section 7.06, shall cause building mechanical schematics and plans and specifications showing the method and location of all utility connections, normal and peak load demands for such services and such other information reasonably required by Landlord to determine the effect, if any, of such increase in service on the capability, reliability and efficiency of the existing utility distribution systems or Utility Mains at Grasslands Campus.

Landlord shall notify Tenant, in writing, of its approval or disapproval of any requested the change or alteration within ninety (90) days after all of the information required under this Section 7.06 shall have been submitted by Tenant to Landlord. If Landlord shall disapprove such requested change or alteration or any part thereof, such disapproval shall be in writing

specifically identifying Landlord's objection and stating the reasons therefor at which time Tenant may re-apply. If Landlord shall approve such requested change or alteration or any part thereof, Tenant will be required to pay any and all costs in connection with such change or alteration and obtain all permits from Governmental Authorities.

Tenant shall not be required to seek approval from Landlord for any utility connections made directly to a utility provider's facilities which do not utilize or impact Landlord's Utility Mains and/or adversely affect the capacity or efficiency of such Utility Mains, so long as all utility connections are in compliance with all Applicable Laws in existence at the time of the connection.

Section 7.07. Signs. Tenant shall have the right to maintain its existing signs on the Leased Property, and install and maintain other signs on the Leased Property identifying Tenant, operations, directions and such other information as shall be required by Tenant; provided, however, that any signs within or immediately adjacent to the right of way of any County Road shall (in addition to any permit or approval required by Applicable Laws) be subject to the prior written approval of Landlord, as to location and elevation of such signs, and whether lighted or unlighted. Such approval by Landlord shall not be unreasonably withheld, conditioned or delayed, except that no sign will be approved that may be confusing to automobile drivers or other traffic. Signs installed immediately adjacent or within the right-of-way of the County Road must meet the requirements of the federal Manual on Uniform Traffic Control Devices and NYS Supplement and require a DPWT road permit.

ARTICLE 8 INSPECTION; LANDLORD'S CONSTRUCTION, ALTERATIONS AND IMPROVEMENTS

Section 8.01 Inspection. During construction of the New Building, any Proposed Alterations, or any other construction or improvements on the Leased Property, Landlord may, from time to time, and at reasonable times upon reasonable prior notice, inspect such New Building, Proposed Alterations or any other construction or improvements on the Leased Property provided that conduct of such inspection shall not interfere with Tenant's construction activities. In the event that, during such construction or at any time prior to the issuance of any TCO or the Certificate of Completion, as the case may be, Landlord or its architects or engineers shall reasonably determine the New Building, Proposed Alterations or any other construction or improvements on the Leased Property is not being constructed substantially in accordance with such plans and/or the Development Standards, then Landlord shall give prompt notice in writing to Tenant, specifying in detail the manner in which Landlord claims construction does not accord with such plans or the Development Standards (a "Deficiency"). Tenant shall respond to Landlord within thirty (30) days either (x) notifying Landlord that Tenant will remedy the Deficiency, in which event Tenant must proceed to do so within a reasonable time, or (y) stating with specificity why no Deficiency exists and the reasons therefor. In the event of a disagreement between the Parties on the issue, it shall be resolved by the Parties in accordance with Article 24.

Section 8.02 Landlord's Construction, Alterations and Improvements. Except as otherwise provided herein, including but not limited to as set forth in Section 12.02, Landlord shall not commence any construction, alteration or improvement at the Leased Property (a "Landlord Improvement") without prior consultation with and approval of Tenant, which approval shall not be unreasonably withheld, conditioned or delayed. For purposes of this Section 8.02, Tenant's approval shall not be deemed to be unreasonably withheld if the proposed Landlord Improvement would materially adversely affect Tenant's Intended Use of the Leased Property in accordance with this Lease, or impair any right or increase any obligation of Tenant under this Lease. Notwithstanding the above, in the event an emergency situation arises requiring immediate action by the Landlord, Landlord shall undertake whatever action is required under the circumstances and the Tenant shall be notified within a reasonable time after the emergency occurs.

No such consultation with or prior approval of Tenant shall be required for any construction, alteration or improvement made by Landlord elsewhere on the Grasslands Campus.

Landlord agrees to bond, discharge, or satisfy, at its own expense, within ninety (90) days after notice of filing thereof, any lien, claim or encumbrance, filed or made against the Leased Property in connection with a Landlord Improvement. Landlord further agrees to defend and indemnify Tenant from and against any and all claims or causes of action if any shall arise out of this Section 8.02, at its sole expense, and agrees to bear all other reasonable costs and expenses relating hereto.

Section 8.03 Landlord's Reservation. Notwithstanding anything to the contrary contained elsewhere in the Lease, including but not limited to Section 8.02: (a) Landlord reserves the right to, at its cost and expense, locate a portion of the Tarrytown Kensico Pathway or similar pathway ("Trailway") within the right-of-way of any County Road without the prior approval of Tenant; (b) subject to Tenant's prior written approval, which shall not be unreasonably withheld, conditioned or delayed, Landlord may improve the Leased Land as may be necessary to create a portion of the Trailway; and (c) subject to Tenant's prior written approval, Landlord may improve other property owned by the Tenant that is not part of this Lease (Tenant's Property") as may be necessary to create a portion of the Trailway, in all cases provided such improvement does not materially adversely affect Tenant's Intended Use of the Leased Property in accordance with this Lease, or impair any right or increase any obligation of Tenant under this Lease. Subject to the foregoing, Tenant shall cooperate with Landlord in connection with the creation of the Trailway, at no cost or expense to Tenant.

Upon completion of construction of a portion of the Trailway on Tenant's Property, Tenant shall grant the County a non-exclusive, perpetual easement for the purpose of using and maintaining the Trailway in, on, over, across and through Tenant's Property in a form acceptable for recording.

Notwithstanding any provision of this Lease to the contrary, Landlord, and not Tenant, shall own the Trailway, and shall be responsible for operation, maintenance, repair and restoration of such Trailway, including, without limitation, removal of snow and ice therefrom.

In the event any portion of a Trailway is constructed on either the Leased Property or on Tenant's Property, Landlord, to the fullest extent provided by law, except to the extent that the events giving rise to claims for indemnification shall have resulted from the acts or omissions of Tenant, its officers, directors, members, employees, agents and representatives and/or third parties under Tenant's direction or control (all of the foregoing being herein referred to collectively as the "Tenant Indemnitees"), indemnify and save harmless the Tenant Indemnitees from and against any and all liabilities, suits, obligations, fines, damages, penalties, claims, costs, charges and expenses, including, without limitation, reasonable engineers', architects', and attorneys' fees and disbursements, which may be imposed upon or incurred by or asserted against any of the Tenant Indemnitees at any time arising from or in connection with the use or occupancy of such Trailway, including the use by the general public.

Tenant shall promptly notify Landlord of any such claims and shall reasonably cooperate with Landlord with respect thereto without limitation, granting the Landlord full access to all documents, records, witnesses or other data and information within Tenant's custody and control related to any such claims. Tenant, its officers, employees and agents shall further comply with any reasonable request for testimony, without compulsion, and shall execute any required affidavit, certification or verification when requested to do so, provided that same is completely accurate and is limited to the affiant's own personal knowledge.

ARTICLE 9 EASEMENTS

Section 9.01 Easements. Landlord agrees to join with Tenant in creating such easements for electric, telephone, gas, water, sewer, and other public utilities and facilities, and access roads, or other facilities useful or necessary to the proper operation or economic development of the Leased Property; provided, however, that any such grant of easement or easement agreement shall be in a form reasonably acceptable to Landlord and shall provide for the right to relocate the easement to any other portion of the Leased Property reasonably suitable for such relocation, subject to the Party requiring such relocation being liable for all costs and expenses in effecting such relocation.

Tenant agrees to join with Landlord in creating such easements in, on, over, across and under the Leased Premises, for electric, telephone, gas, water, sewer and other public utilities and facilities and access roads or other facilities useful or necessary to Landlord's use and enjoyment of the Grasslands Campus; provided, however, that any such grant of easement or easement agreement shall be in a form reasonably acceptable to Tenant and shall provide for the right to relocate the easement to any other portion of the Leased Property reasonably suitable for such relocation, subject to the Party requiring such relocation being liable for all costs and expenses incurred in effecting such relocation.

Neither Party shall be entitled to any compensation for the grant of any such easements.

ARTICLE 10 INSURANCE AND INDEMNIFICATION

Section 10.01 Coverage. During the Term, Tenant agrees to provide and maintain the following insurance:

(a) Commercial general liability insurance against claims for personal injury or death, or property damage suffered by others occurring on or about the Leased Property including but not limited to any Improvements or other equipment located thereon, such liability insurance to afford, with respect to any accident or occurrence, protection to the limits of not less than One Million Dollars ($1,000,000) combined single limit for bodily injury and death and for property damage, together with contractual coverage (including but not limited to broad form contractual liability for the purposes of covering the indemnification provisions set forth in this Article 10) and completed operations, on the operations of all contractors and subcontractors, respectively. The County shall be named as an additional insured under such policy(ies). Upon issuance of a TCO for the New Building, the combined single limit set forth above shall increase to not less than Three Million Dollars ($3,000,000).

(b) An umbrella policy with a minimum coverage of $5,000,000, naming the County as additional insured, written on a "follow the form" basis, provided that every ten (10) years from the Commencement Date, the minimum coverage shall be adjusted by the cumulative percentage change in the CPI over the immediately preceding ten (10) year period.

(c) Tenant will keep all buildings and Improvements on the Leased Property insured against loss or damage by fire and customary extended coverage in a minimum amount equal to the full replacement value thereof. All policies of insurance required hereunder shall contain an endorsement that same may not be cancelled without thirty (30) days prior written notice to the County; evidence of such property insurance shall be provided to the County.

(d) For the construction of the New Building or any Proposed Alteration, Builder's All Risk Insurance in the amount of one hundred (100%) percent of the estimated completion cost of the project.

(e) During the course of any construction or renovation done on the Leased Property, Tenant shall obtain from its contractor(s) in favor of the County an Owner's Protective Liability policy with a minimum coverage of $1,000,000 per occurrence/$3,000,000 aggregate. Such policy shall be delivered to the County's Director of Risk Management at least ten (10) business days prior to the commencement of any construction or renovations on the Leased Property.

(f) Automobile liability and property damage insurance for all owned, non-owned and hired vehicles insuring against liability for bodily injury and death and for property damage to afford protection to the limits of One Million Dollars ($1,000,000) combined single limit; such

insurance shall, by its terms, be primary and noncontributory with respect to any other insurance carried by the County.

(g) If the Tenant maintains broader coverage and/or higher limits than any of the minimums identified herein, the County shall be entitled to the broader coverage and/or higher limits maintained by the Tenant, and shall have the benefit of any insurance proceeds in excess of the minimum amounts of insurance specified in this Section 10.01.

(h) Workers' Compensation. 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.

(i) All policies of Tenant shall comply with the following requirements:

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

(ii) The clause "other insurance provisions" in a policy in which the County of Westchester is named as an insured, shall not apply to the County of Westchester, it being the agreement of the Parties that Tenant's insurance shall be primary and non-contributory.

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

(iv) 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, Tenant.

Section 10.02 General Requirements. During the Term, Tenant shall obtain at its own cost and expense the required insurance from insurance companies licensed in the State of New York, carrying an AM Best financial rating of A or better, and shall provide evidence of such insurance to the County of Westchester, as may be required and approved by the Director of Risk Management of the County. The policies or certificates thereof shall provide that thirty (30) days prior to cancellation of, or material change to, any policy, notice of same shall be given to the Director of Risk Management of the County of Westchester by certified mail, return receipt requested. All such notices shall identify Landlord and this Lease.

If at any time any of the polices required herein shall be or become unsatisfactory to the Director of Risk Management of the County under generally accepted insurance principles applied to similar entities for similar uses/premises at the time, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Director, in each case in the

Director's reasonable judgment, Tenant shall upon notice to that effect from the Director, promptly obtain a new policy, and submit the policy and certificate to the Department of Risk Management of the County for approval. Failure of Tenant to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve Tenant from any liability under this Lease, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of Tenant concerning indemnification.

Section 10.03 Renewal and Cancellation. Each policy of insurance required to be maintained by Tenant under this Lease shall provide that it may not be canceled by the insurer for nonpayment of premiums or otherwise until at least thirty (30) days after service of notice of the proposed cancellation upon the County.

Section 10.04 Subcontract Requirements. Tenant will ensure that its contracts with any and all third parties, including but not limited to contractors, subcontractors and/or independent contractors (each a "contractor") that are engaged to perform any maintenance, repair, restoration, renovation, alteration, or construction on or to the Leased Property, including but not limited to the New Building and any other Improvements, shall include a written requirement that said contractor shall procure and maintain insurance naming the County as an additional insured as its interest may appear, and that such contractor shall, at its own cost and expense, procure and deliver to the County proof of the insurance coverages required under Section 10.01 of this Lease, including copies of policies if requested by the County Director of Risk Management. Notwithstanding the foregoing, a contractor performing routine maintenance work to, for instance, HVAC, electrical, plumbing and other mechanical building systems, where such contract for routine maintenance work is less than Twenty Thousand Dollars ($20,000) annually, shall carry commercial general liability insurance, but the County shall not be required to be an additional insured under such insurance, and such insurance shall not be required to meet the coverage limits set forth in Section 10.01(a) above.

Section 10.05 Indemnification of the County. Tenant shall not do or permit any act or thing to be done upon the Leased Property which may subject the County to any liability or responsibility for injury, damage to persons or property, or to any liability by reason of any violation of law, and shall exercise such control over the Leased Property as may be necessary or advisable so as to fully protect the County against any such liability.

Tenant agrees that Tenant shall, to the fullest extent permitted by law, except to the extent that the events giving rise to claims for indemnification shall have resulted from the sole acts or omissions of the County, its employees and agents, indemnify and save harmless the County, its officers, elected or appointed officials, directors, employees, agents and representatives (all of the foregoing being herein referred to collectively as the "Indemnitees"), from and against any and all liabilities, suits, obligations, fines, damages, penalties, claims, costs, charges and expenses, including, without limitation, reasonable engineers', architects' and attorneys' fees and disbursements, which may be imposed upon or incurred by or asserted against any of the Indemnitees at any time by reason of any of the following:

(i) Any construction or any other work or thing done in, on or about the Leased Property or any parts thereof, including but not limited to demolition of the Leased Building, construction of the New Building, or any other changes or alterations or improvements;

(ii) Any use, possession, occupation, repair, condition, operation, maintenance or management of the Leased Property, or any parts thereof or of any street, alley, sidewalk, curb, vault, passageway or space comprising a part thereof or adjacent thereto;

(iii) Any act or failure to act on the part of Tenant or its agents, contractors, subcontractors, servants, employees, licensees or invitees;

(iv) Any accident, injury (including death at any time resulting therefrom) or damage to any person or property occurring in, on or about the Leased Property or any parts thereof or in, on or about any street, alley, sidewalk, curb, vault, passageway, or space comprising a part thereof;

(v) Any failure on the part of Tenant to comply with all Applicable Laws and covenants, agreements, terms and conditions contained in this Lease on its part to be performed or complied with; or

(vi) Any violation by Tenant or any successor, assign, or sublessee, of the WCHCC Restrictive Covenant contained in the Restated WCHCC Lease.

Section 10.06 Defense of Claims. If any claim, action or proceeding is made or brought against any of the Indemnitees by reason of any event to which reference is made in Section 10.05, then, upon demand by the County, Tenant, without cost or expense to the County or any of the other Indemnitees, shall resist or defend such claim, action or proceeding in such Indemnitee's name, if necessary, with attorneys acceptable to Tenant's insurance carrier (if such claim, action or proceeding is covered by insurance), otherwise with such attorneys as are reasonably acceptable to the County Attorney. Notwithstanding the foregoing, the County may engage its own attorneys reasonably acceptable to Tenant at Tenant's expense, to defend or assist in defense of the County and/or any other Indemnitee if the County shall reasonably determine that the attorneys selected by Tenant cannot represent both Tenant and the County and/or any other Indemnitees in connection with the defense of any such claim, action, or proceeding. In such event, the County agrees that it will not settle or compromise any such claim, action or proceeding without the approval of Tenant, which approval shall not be unreasonably conditioned, withheld or delayed.

Section 10.07 Not Affected by Status of Insurance. The obligations of Tenant under this Article 10 shall not be affected in any way by the absence in any case of covering insurance or by the failure or refusal of any insurance carrier to perform any obligation on its part under insurance policies affecting the Leased Property or any parts thereof.

Section 10.08 Survival. The provisions of this Article 10 shall survive the expiration or sooner termination of this Lease.

ARTICLE 11 DAMAGE TO OR DESTRUCTION OF LEASED PROPERTY

Section 11.01 Tenant's Obligation to Repair.

Tenant covenants that in case of damage to or destruction of any of the Leased Property by fire or any other casualty, similar or dissimilar, insured or uninsured, it will promptly, at its sole cost and expense, but subject to the terms and conditions of this Lease, restore, repair, replace or rebuild any of the Leased Property so damaged or destroyed as nearly as possible, to the condition, quality and class it was immediately prior to such damage or destruction, or with such changes or alterations as Tenant shall elect to make in conformity with the terms of this Lease. It is understood and agreed that Tenant is responsible under this Lease to demolish the Leased Building, and if after the Commencement Date but prior to the start of any demolition work on the Leased Building, the Leased Building should be destroyed by fire or any other casualty, then Tenant shall promptly comply with the terms of this Lease and proceed with due diligence and use commercially reasonable measures to secure the surrounding area and ensure that it is safe and not accessible by the public, and thereafter construct the New Building in accordance with this Lease.

Section 11.02 Insurance Proceeds. If the insurance proceeds, if any, recovered in respect of any insured damage or destruction, less any cost of recovery, shall be insufficient to pay the entire cost of such restoration, repairs, or rebuilding, Tenant shall elect to either: (i) pay any deficiency and, complete the restoration, repairs, or rebuilding of any damaged or destroyed Improvements, including but not limited to the New Building; or (ii) demolish the damaged or destroyed building or structure utilizing available insurance proceeds and (x) determine not to rebuild, taking such other actions as are reasonably necessary to secure the Leased Property, or portion thereof as the case may be, and prevent any hazardous or unsafe condition, provided, however, that for any improvement existing on the Commencement Date other than the Leased Building which is so demolished, Tenant shall deliver to Landlord a duly executed assignment in and to the portion of the remaining insurance proceeds under any insurance policies covering the damage and destruction to such improvement, or (y) with Landlord's consent replace the Improvements with improvements of a different size, character and type upon such terms as Landlord and Tenant shall agree, subject to the terms of this Lease.

Section 11.03 Tenant's Continuing Obligations. Tenant's obligation to make payment of Rent, and all other charges on the part of Tenant to be paid, and to perform all other covenants and agreements on the part of Tenant to be performed, shall not be affected by any such damage to or destruction of the Leased Property except as stated in this Article 11.

Section 11.04 Condemnation. In the event that the whole of the Leased Property shall be lawfully condemned or taken in any manner for any public use, this Lease shall cease and terminate as of the date of vesting of title in the condemnor. In the event that only a part of the

Leased Property shall be so condemned or taken, then, at the option of Tenant this Lease shall cease and terminate with the same force and effect as if such date was the date herein fixed for expiration thereof, upon delivery of notice to Landlord or Tenant, as the case may be, not later than thirty (30) days after title has vested in the condemnor.

Any condemnation award shall be divided in accordance with the values of the respective interests of Landlord and Tenant in the Leased Property at the time of condemnation. Tenant, at its sole cost and expense, may participate in any condemnation proceedings with respect to the Leased Property in accordance with Applicable Laws.

ARTICLE 12 LANDLORD'S RIGHT OF ENTRY

Section 12.01 Landlord's Right of Entry. Landlord reserves the right to enter the Leased Property at all reasonable times for inspections of the Leased Property as required by law or as otherwise reasonably necessary to ensure the safety of the Leased Property or to enforce any of its rights hereunder. Notwithstanding the foregoing, Landlord agrees that, except in the case of emergencies, it will give Tenant reasonable advance notice of the time and specific purpose of such entries and will use its best efforts to arrange a mutually convenient time for such inspections.

Section 12.02 Utility Lines. Notwithstanding anything to the contrary contained in his Lease, including but not limited to Section 8.02, Landlord reserves the right to lay, erect, construct, use, operate and maintain utility lines in, through, under, over and across the Leased Property (but not the New Building) provided that Landlord shall not thereby unreasonably interfere with the Tenant's use of the Leased Property. Notwithstanding any contrary provision of this Lease, Landlord agrees to maintain such utility lines and to promptly repair, at its own expense, any damage to the Leased Property and to hold Tenant harmless from any claims of third parties resulting from such laying, erection, construction, use, operation or maintenance, such indemnity to survive expiration or sooner termination of this Lease. The foregoing notwithstanding, Landlord shall, where feasible and economically practicable, alternately route such utility lines so as not to interfere with Tenant's use of the Leased Property.

ARTICLE 13 TITLE

Section 13.01 Title. Landlord represents that it owns fee title to the Leased Property free and clear of all liens and encumbrances. Title to the Leased Property existing on the Commencement Date shall remain in the County, except in the event of a conveyance in accordance with Article 27 of this Lease.

From and after commencement of construction of any Improvements, including but not limited to the New Building, and until termination of this Lease, title to such Improvements, constructed or caused to be constructed by Tenant, shall remain in Tenant. Unless otherwise mutually agreed by Landlord and Tenant, Tenant alone shall be entitled to claim depreciation for

such Improvements, except as may otherwise be provided for by agreement between Tenant and any third party.

On the last day of the Term or upon any earlier termination of this Lease for any reason, title to all Improvements shall vest in Landlord, without any payment or allowance whatsoever by Landlord, and shall be surrendered in good order, repair and condition, reasonable wear and tear and damage by fire or casualty subject to the terms of Article 11 hereof excepted and taking into account the age of any Improvements or structures on the Leased Property, free of all leasehold mortgages and all lettings, occupancies, liens and encumbrances other than those (a) caused by Landlord, its officers, employees, agents or contractors or otherwise approved by Landlord, and existing on the Commencement Date, or (b) thereafter created by Tenant, or by Landlord at Tenant's request, in accordance with the terms of this Lease.

Section 13.02 Fixtures and Equipment Installed by Tenant. Tenant shall have the right, but not the obligation, to remove fixtures and equipment installed by Tenant in the Leased Property during or at the end of the Term hereof provided, however, that Tenant shall promptly and in a good and workmanlike manner repair any damage caused by such removal or, at Tenant's sole option, reimburse Landlord for the reasonable cost of such repairs. In the event Tenant elects not to remove its equipment, and sixty (60) days has elapsed, then Landlord shall have the right, but not the obligation, to remove fixtures and equipment that have been abandoned, and Tenant agrees to reimburse Landlord for reasonable costs incurred by Landlord in removing such fixtures and equipment. The provisions of this section shall survive the expiration or sooner termination of this Lease.

Section 13.03 Personal Property. Any personal property, including the fixtures and equipment specified in Section 13.02 above, owned by Tenant and which shall remain on the Leased Property after expiration or termination of this Lease, shall become a part of the Leased Property and be deemed to have been abandoned by Tenant, and may be retained by the County as its property or be disposed of without accountability in any manner as the County may see fit. The County shall not be responsible for any loss or damage occurring to any such property.

ARTICLE 14 MECHANIC'S LIENS

Section 14.01 Mechanic's Liens. Tenant covenants and agrees to pay, as and then required by contract, law or otherwise, all monies, in cash or equivalent, to all persons entitled thereto in connection with Tenant's construction, alteration, repair, renovation or improvement of the Leased Property and that such Leased Property shall at all times be free of liens for labor, services and materials supplied to the Leased Property. Tenant, in connection with the foregoing construction, alteration, renovation and improvement to the Leased Property by or at Tenant's direction, or the installation of any equipment by or at Tenant's direction, shall hold harmless and indemnify Landlord, its officers, employees and agents from and against any and all claims, suits, liability, loss or damage arising out of liens or claims by Tenant's contractors, subcontractors, and their agents, employees or materialmen for services, labor performed, materials furnished, provisions and applies, injuries to persons, or damage to property. Tenant

further agrees to provide defense for and defend any such claims or causes of action, at its sole cost and expense, and agrees to bear all other reasonable costs and expenses relating thereto. If any lien, claim, or encumbrance shall be filed or made against the Leased Property in connection with the construction, alteration, renovation, improvement, or use of the Leased Property and/or the installation of any equipment therein, by or at the direction of Tenant, Tenant shall, at its own expense, and within ninety (90) days after notice of filing thereof, bond, discharge or satisfy said lien, claim or encumbrance.

ARTICLE 15 REMEDIES CUMULATIVE

Section 15.01 Remedies. The failure of Landlord or Tenant to insist upon strict performance of any term, condition or covenant herein shall not be considered a waiver or relinquishment of a subsequent breach or default of the terms, conditions and covenants herein. The remedies contained herein are cumulative and shall not limit or restrict any other remedy at law or at equity to which Landlord or Tenant may be entitled.

ARTICLE 16 ASSIGNMENT AND SUBLETTING

Section 16.01 Definitions. For the purposes of this Lease, "Affiliate" or "Developer" or a "successor" of Tenant shall mean the following:

(a) An "Affiliate" shall mean any institution which: (i) directly or indirectly, controls or is controlled by or is under common control with the Tenant; and (ii) shall use and occupy the Leased Property for Tenant's Intended Use, or such other New Use as has been approved by Landlord pursuant to Section 3.01 of this Lease. For this purpose, "control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of management and policies of such institution, whether through ownership of assets of Tenant, or by contract, or otherwise.

(b) A "Developer" shall mean any assignee or sublessee that either constructs the New Building on behalf of Tenant (a "Construction Developer") or constructs and operates the New Building on behalf of Tenant (a "Construction/Operator Developer").

(i) A Construction Developer shall meet the following minimum criteria: (A) if an entity, it shall be authorized to do business in the State of New York; (B) the entity and/or its principals or members shall have at least ten (10) years' experience successfully constructing facilities comparable to the New Building for any of the uses permitted under Section 3.01 of this Lease; and (C) the entity and/or its principals or members shall have a minimum net worth (at time of assignment or sublease) of $10,000,000, calculated in conformance with generally accepted accounting principles by subtracting total liabilities from the fair market value of the Construction Developer's total tangible assets. A Construction Developer (whether it is an assignee or a sublessee) shall be subject to Section 6.07 of this Lease or provide other construction security reasonably acceptable to the Landlord.

(ii) A Construction/Operator Developer shall meet the following minimum criteria: (A) if an entity, it shall be authorized to do business in the State of New York; (B) the entity and/or its principals or members shall have at least ten (10) years' experience successfully developing and/or operating facilities comparable to the New Building for any of the uses permitted under this Lease; and (C) the entity and/or its principals or members shall have a minimum net worth (at time of assignment or sublease) of $10,000,000, calculated in conformance with generally accepted accounting principles by subtracting total liabilities from the fair market value of the Construction/Operator Developer's total tangible assets. A Construction/Operator Developer (whether it is an assignee or a sublessee) shall be subject to Section 6.07 of this Lease or provide other construction security reasonably acceptable to the Landlord.

(c) A "Successor" of Tenant shall mean: (i) an institution, including, without limitation, a legal entity entitled to use U.S. Office of Postsecondary Education Identifier numbers 00278400 or 01014200, in which or with which Tenant is merged or consolidated, in accordance with applicable statutory provisions for merger or consolidation of such institutions, provided that by operation of law or by effective provisions contained in the instruments of merger or consolidation, the liabilities of the institutions participating in such merger or consolidation are assumed by the surviving institution or by the institution created by such consolidation, or (ii) an institution acquiring this Lease, together with all or substantially all of Tenant's assets, as a going concern, or (iii) a successor to a successor institution becoming such by either of the methods described in (i) or (ii).

Acquisition by Tenant of a substantial portion of the assets, together with the assumption of all or substantially all the obligations and liabilities, of any institution, shall be deemed a merger of such institution into Tenant for the purposes of this subsection (c).

Section 16.02 Assignment and Subletting by Tenant.

(a) Tenant shall not assign this Lease or any part thereof, or sublet the Leased Property or any part thereof, without the prior written consent of the Landlord, subject to all necessary legal approvals, including, but not limited to, the approval of the County Board of Legislators, except as provided in this Article 16.

(b) Tenant, without Landlord's consent, provided that Tenant is in compliance with all terms and conditions of this Lease including being current with all Rent and Expenses, may assign or sublease as follows ("Permitted Transfers"):

(i) assign any part or all of this Lease or sublet any part or all of the Leased Property to:

(A) any Affiliate, or

(B) a Developer that meets the minimum criteria set forth in Section 16.01 above solely for either the construction or the construction and operation of the New Building provided, however, that this Permitted Transfer shall only apply to an initial assignment or sublease by Tenant to a Developer, and shall not apply to any subsequent assignment or sublease to a Developer which subsequent assignment will require Landlord's consent, including but not limited to the approval of the County Board of Legislators;

(ii) sublease any part or all of the New Building to the following:

(A) any students, administrators, faculty, medical residents, or medical staff of Tenant or WCHCC, for housing purposes; or

(B) any physician for use as a professional office;

(iii) sublease a portion of the New Building to the Westchester Institute of Human Development for office space; and

(iv) sublease to any single sublessee for any use permitted under Section 3.01 of this Lease up to 5,000 square feet of space in the New Building.

Tenant shall provide Landlord with copies of all assignment and sublease agreements in connection with any of the above.

(c) Except for the Permitted Transfers identified above, in connection with any proposed assignment or sublease, Tenant shall submit to the County Executive, for his/her approval, the name of any proposed assignee or sublessee together with such details of such proposed assignee's or sublessee's character, experience and financial ability to perform, as well as of its principals and/or owners, and such other information as Landlord shall reasonably request and is available to Tenant. As long as Tenant has submitted the requested information, the County Executive shall approve or disapprove such proposed assignee or sublessee within ninety (90) days after receipt of all of the requested information. If the County Executive disapproves a proposed assignee or sublessee, the County Executive shall specify in a notice of disapproval given to the Tenant the reasons for disapproval, and Tenant shall have ninety (90) days from the date of such notice of disapproval within which to submit the name of one or more alternate proposed assignees or sublessees for each assignee or sublessee disapproved by the County Executive, together with the same information required above for the alternate proposed assignees or sublessees. The County Executive will then have an additional ninety (90) days within which to approve or disapprove such alternate assignees or sublessees. Approval by the County Executive under this subsection (c) shall be in the County Executive's sole but reasonable discretion, and shall be thereafter further subject to all necessary legal approvals, including, but not limited to, approval of the County Board of Legislators.

Any consent by Landlord to any assignment or sublease shall apply only to the specific transaction thereby authorized and shall not be construed as a waiver of the duty of Tenant to obtain from Landlord its written consent to any other or subsequent assignment or sublease. Any violation of any provision of this Lease, whether by the act or omission of any assignee or sublessee, shall be deemed a violation of such provision by Tenant. Tenant shall assume and be liable to Landlord for any violations of, or defaults under, this Lease, as herein set forth or as may be amended from time to time, by any and all assignees or sublessees.

Section 16.03 Assignment to an Educational Institution. Notwithstanding the provisions of Section 16.02 above, this Lease may be assigned without the consent of Landlord to any domestic duly chartered and accredited college, university, other educational institution or other not-for-profit corporation, or a legal entity entitled to use U.S. Office of Postsecondary Education Identifier numbers 00278400 or 01014200 (an "Educational Institution") into or with which Tenant may be merged or consolidated or to any such Educational Institution which shall be an Affiliate, parent or Successor of Tenant; provided that such Educational Institution represents in writing to Landlord simultaneously with such assignment that: (i) it assumes this Lease for the purposes, among other things, of offering a graduate course of study in the health care field; (ii) it has full knowledge of any and all requirements, legal and otherwise, which it must satisfy in order to lawfully offer such a graduate course of study and has no reason to believe that it is unable to meet and satisfy any such requirement; and (iii) it will diligently undertake to continue or initiate such a graduate course of study.

The parties agree that Tenant shall continuously offer a graduate course of study in the health care field, and should Tenant or an assignee, for any reason, fail to offer a graduate course of study for any continuous period of one (1) year it shall constitute a default of this Lease, unless Landlord and Tenant or the assignee mutually agree to such other use(s) of the Leased Property by Tenant or the assignee, subject to all necessary legal approvals, including but not limited to the approval of the County Board of Legislators.

Section 16.04 Assignment and Sublease Preconditions. Notwithstanding any other provision of this Article:

(a) No assignment of this Lease or any part thereof by Tenant shall be authorized or permitted unless Tenant's assignee shall promptly execute, acknowledge and deliver to Landlord an agreement in form and substance satisfactory to Landlord whereby said assignee shall assume and agree to perform and to be bound by and upon, all the covenants, agreements, terms, provisions and conditions set forth in this Lease on the part of Tenant to be performed, and whereby the assignee shall expressly agree that the provisions of this Article 16 shall, notwithstanding such assignment, continue to be binding upon it with respect to all future assignments;

(b) A sublease or assignment to a Developer shall require the Developer to perform and to be bound by and upon, for the term of the sublease or assignment, all the covenants,

agreements, terms, provisions and conditions with respect to construction and operation of the New Building set forth in this Lease on the part of Tenant to be performed; and

(c) no assignment or subletting under this Article, nor the collection of Rent by Landlord from an assignee or sublessee of this Lease, shall be deemed a waiver of any of Tenant's obligations hereunder or a release of Tenant from the further performance by Tenant of Tenant's obligations under this Lease, unless Landlord by written instrument releases Tenant from same.

ARTICLE 17 MORTGAGE FINANCING

Section 17.01. Tenant shall have the right to mortgage its interest in this Lease (a "Leasehold Mortgage") to a commercial or savings bank, trust company, insurance company, savings and loan institution, or other commercial lender authorized to do business in the State of New York, or to the Westchester County Local Development Corporation, Dormitory Authority of the State of New York, County of Westchester Industrial Development Agency (the "IDA") or any other issuer of tax-exempt and/or taxable bonds (a "Leasehold Mortgagee"), for the purpose of obtaining funds to be used exclusively for financing or refinancing the construction, renovation, rehabilitation or reconstruction of the Leased Premises, provided that any Leasehold Mortgage shall not in any way be a lien on or encumber Landlord's rights hereunder or encumber the lands or estates other than the leasehold estate created hereunder, and with respect to the leasehold estate created hereby, the Landlord shall, at no cost or expense to the Landlord, execute such financing documents, which may include but are not limited to authorizations, letters and documents, relating to each Leasehold Mortgage (the financing documents are hereinafter collectively referred to as the "Financing Documents"), as long as the Financing Documents are consistent with the terms of and made expressly subject to, and subordinate to Landlord's interest in this Lease, and provided that the Financing Documents shall not impose any economic or financial liability, risk or exposure to Landlord, and specifically that such Financing Documents do not have the effect of subordinating any right or interest of the Landlord in or under this Lease, or in any proceeds thereof, or in the Leased Premises or any portion thereof, to the rights of any such Leasehold Mortgagee. In the event of any inconsistency relating to the rights of a Leasehold Mortgagee between the provisions of this Article 17 and other provisions of this Lease, then the provisions of this Article 17 shall control. The Landlord shall cooperate with all reasonable requests of Tenant and/or any Leasehold Mortgagee in connection with Tenant's financing, but at no cost or expense to Landlord.

Section 17.02. Except for the lien of a Leasehold Mortgage, the Tenant shall not engage in any financing or any other transaction creating or purporting to create any other mortgage or encumbrance or lien covering the estate, interest or rights of the Landlord in all or any part of the Leased Premises, whether by express agreement or operation of law, or suffer any encumbrance or lien to be made on or attach to the Landlord's estate, interest or rights in the Leased Premises or any part thereof.

Section 17.03. A fully executed certified copy of such Leasehold Mortgage shall be delivered to Landlord within thirty (30) days after full execution and delivery. Following receipt of such Leasehold Mortgage by Landlord in accordance with Article 22, the provisions of this Article shall apply in respect to such Leasehold Mortgage. In the event of any assignment of the Leasehold Mortgage or in the event of a change of address of the Leasehold Mortgagee or of an assignee of such Leasehold Mortgagee, notice of the new name and address shall be promptly provided to Landlord upon receipt of same by Tenant; provided that the provisions of this Article as to such mortgagee or assignee shall not be binding on Landlord, unless and until such notice shall have been given and such copy delivered to the Landlord.

Section 17.04. If Tenant shall execute and deliver a Leasehold Mortgage, and if Tenant or the holder of such Leasehold Mortgage shall have notified Landlord in writing of the making thereof and of the name and address of such Leasehold Mortgagee, then:

(a) without the prior written consent of such Leasehold Mortgagee, this Lease may not be modified, amended, canceled, or surrendered, or terminated, except for Tenant's default continuing after any applicable notice and/or cure period granted to Tenant or a Leasehold Mortgagee under this Lease has expired;

(b) as a precondition to exercising any rights or remedies as a result of any alleged default by Tenant, Landlord shall serve upon such Leasehold Mortgagee a copy of each notice of default and each notice of termination given to Tenant under this Agreement, at the same time and in the same manner as such notice is served upon Tenant, at the address provided to Landlord for such Leasehold Mortgagee and if no address has been provided, Landlord shall not be obligated to serve a copy on such Leasehold Mortgagee. No such notice to Tenant shall be effective unless a copy thereof is served upon the Leasehold Mortgagee;

(i) a Leasehold Mortgagee shall have the right, but not the obligation, at any time prior to termination of this Lease, to perform any act necessary to cure any default and to prevent the termination of this Lease or any partial interest in this Lease. The Leasehold Mortgagee shall have the same period of time provided to Tenant within which to remedy or cause to be remedied the default which is the basis of the notice, it being understood that such period shall run concurrently with Tenant's cure period. Landlord shall accept performance by such Leasehold Mortgagee within the time specified herein as timely performance by Tenant;

(ii) if Leasehold Mortgagee cannot reasonably cure a default by Tenant hereunder within the time period set forth in this Lease to cure such default, then provided that Leasehold Mortgagee is current with all Rent and Expenses due under the Lease, Leasehold Mortgagee shall have an additional period to cure equal to the time period initially provided to remedy, or cause to be remedied, the default, so long as Leasehold Mortgagee is proceeding with due diligence to effect the cure. If a Leasehold Mortgagee is prohibited by any process or injunction issued by any court or by reason of any action by any court having jurisdiction over any bankruptcy or insolvency proceeding involvingTenant from commencing or prosecuting the proceedings described above, and such Leasehold Mortgagee has provided Landlord with

adequate security reasonably acceptable to the Landlord and provided that Leasehold Mortgagee is current with all Rent and Expenses due under the Lease, Leasehold Mortgagee shall be deemed to be proceeding with due diligence to effect a cure during the period of such prohibition, and cure periods provided to the Leasehold Mortgagee shall be tolled for the period it is prohibited from commencing or prosecuting such cure. Notwithstanding any provision to the contrary, the aggregate period of such tolling shall not exceed six (6) months;

(c) during any period of possession of the Leased Premises by a Leasehold Mortgagee (or a receiver requested by such Leasehold Mortgagee) and/or during the pendency of any foreclosure proceedings instituted by a Leasehold Mortgagee, the Leasehold Mortgagee shall pay or cause to be paid the Rent and Expenses payable by Tenant under this Lease that have accrued and are unpaid at the commencement of such period and those which accrue thereafter during such period, and shall comply with all other terms and conditions of this Lease; provided, however, that a Leasehold Mortgagee or receiver shall not have any obligation under this Lease to construct, or complete construction of, the New Building so long as the Leasehold Mortgagee is dilligently pursuing conveyance or assignment of this Lease to a Transferee and during such time the Leasehold Mortgagee reasobably protects the New Building (whether completed or under construction) and any other Improvement from damage; and

(d) neither the bankruptcy nor the insolvency of the Tenant shall be grounds for terminating this Lease, as long as all Rent and charges and any other sums payable by Tenant under this Lease are paid by Tenant or the Leasehold Mortgagee in accordance with the terms of this Lease, and provided further that Tenant or Leasehold Mortgagee shall be compliance with all other terms and conditions of this Lease.

Section 17.05. Subject to the provisions of this Lease, a Leasehold Mortgagee shall have the right: (a) to assign its security interest; (b) to enforce its lien and acquire title to Tenant's leasehold estate by any lawful means including foreclosure or by an assignment in lieu of foreclosure; and (c) following Leasehold Mortgagee's acquisition of title to Tenant's leasehold estate, to take possession of and operate the Leased Premises or any portion thereof in accordance with the terms of this Lease, and to perform all obligations to be performed by Tenant under this Lease, or to cause a receiver to be appointed to do so; provided, however, that a Leasehold Mortgagee shall not have any obligation under this Lease to construct, or complete construction of, the New Building so long as the Leasehold Mortgagee is dilligently pursuing conveyance or assignment of this Lease to a Transferee and during such time the Leasehold Mortgagee reasobably protects the New Building (whether completed or under construction) and any other Improvement from damage.

For purposes of this Lease, a transfer of this Lease or Tenant's leasehold estate by way of foreclosure or in lieu of foreclosure to a Leasehold Mortgagee shall not constitute an assignment of this Lease requiring the Landlord's consent, nor shall it constitute a default, as long as Rent and Expenses payable by Tenant under this Lease are current and paid in full and all terms and conditions of the Lease are being complied with by the Leasehold Mortgagee.

Section 17.06 The County shall have the right to approve any purchaser of, or successor to, Tenant's interest in this Lease or the Leased Premises in any foreclosure proceeding, or under any transfer, assignment or other instrument delivered in lieu of such foreclosure, other than a Leasehold Mortgagee (any such purchaser, successor, assignee or transferee, other than a Leasehold Mortgagee, being hereinafter referred to as a "Transferee") which approval shall not be unreasonably withheld, conditioned, or delayed so long as the proposed Transferee meets the same qualifications as if it were a Developer as that term is defined in Section 16.01 and is of a character and reputation satisfactory to the County, and the planned use of the Leased Premises by the proposed Transferee conforms with Article 3.

Section 17.07. In the event the Leasehold Mortgagee shall otherwise acquire possession of the Leased Premises, and in connection with Landlord's right to approve proposed Transferees as set forth in Section 17.06, the Leasehold Mortgagee shall submit to the County, for its approval, the name of any proposed Transferee(s), together with such details of such proposed Transferee's character, experience and financial position, as well as of its principals, owners and affiliates, and such other information, as the Landlord shall reasonably request and is available to Leasehold Mortgagee. The Leasehold Mortgagee shall use best efforts to obtain the requested information and do so in a timely fashion. Landlord shall advise such Leasehold Mortgagee of Landlord's approval or disapproval of each such proposed Transferee within forty five (45) business days after Landlord's receipt of all of the requested information; if Landlord disapproves a proposed Transferee submitted by the Leasehold Mortgagee, Landlord shall specify in a notice of disapproval given to the Leasehold Mortgagee the specific reasons for its disapproval, and the Leasehold Mortgagee shall have three (3) months from the date of such notice of disapproval within which to submit the name of one or more alternate proposed Transferees for each Transferee disapproved by the Landlord, together with the background materials and information required above for the alternate proposed Transferee(s). Landlord will then have an additional forty-five (45) business days within which to approve or disapprove such alternate Transferee(s).

Section 17.08. Notwithstanding anything to the contrary in this Lease:

(a) a Transferee shall be subject to all of the terms, conditions and provisions of this Lease;

(b) a Transferee shall qualify as a Developer as that term is defined in Article 16;

(c) Leasehold Mortgagee shall not have any liability with respect to this Lease unless and until such Leasehold Mortgagee shall become the tenant hereunder;

(d) Leasehold Mortgagee shall have no rights greater than the rights of Tenant and shall honor the terms of all subleases and licenses should it become the tenant hereunder; and

(e) should the Leasehold Mortgagee become the tenant hereunder, it shall operate, or subject to Landlord's approval, may appoint a third party to operate, the Leased Premises in

conformance with Article 3 and as otherwise set forth under this Lease, within a reasonable time of succeeding to Tenant's leasehold interest. In no event, however, shall any delay or failure of any governmental or legislative body (including the County Board of Acquisition and Contract and the County Board of Legislators) to consent or approve any action be deemed to be unreasonable.

Section 17.09. Landlord's interest in this Lease, as the same may be modified, amended or renewed, and Landlord's interest in the Leased Premises shall not, under any circumstance, be or become subject or subordinate to any Leasehold Mortgage now or hereafter placed upon, or any other liens or encumbrances hereafter affecting this Lease or Tenant's interest in this Lease or in the Leased Premises pursuant hereto. The Landlord agrees to execute and deliver a non-disturbance agreement in favor of a Leasehold Mortgagee in form and substance reasonably satisfactory to the County Attorney and such Leasehold Mortgagee, pursuant to which the Landlord agrees that so long as no event of default by Tenant exists under this Lease, the rights of such Leasehold Mortgagee shall not be disturbed.

Section 17.10. If this Lease terminates for any reason, including because of Tenant's default, or if the Tenant's leasehold estate is foreclosed, or if this Lease is rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditor's rights, and within sixty (60) days thereafter, the Leasehold Mortgagee shall have arranged for the payment of all Rent and Expenses due and payable by the Tenant as of the date of such event and the cure of all defaults outstanding as of the date of such event, and Leasehold Mortgagee requests a new lease in writing from Landlord, then Landlord shall execute and deliver to such Leasehold Mortgagee or a Transferee that has been approved by the County in accordance with Section 17.06 , a new lease for the Leased Premises which shall: (i) be for a term equal to the remainder of the Term before giving effect to such termination; (ii) contain the same covenants, agreements, terms, provisions and limitations as this Lease (except for any requirements that have been fulfilled by Tenant or any Leasehold Mortgagee prior to termination of this Lease); and (iii) include all improvements in which Tenant had a leasehold interest on the date of termination.

If Leasehold Mortgagee timely requests a new lease, then from the date of termination until the Landlord and Leasehold Mortgagee or Transferee, as the case may be, execute and deliver a new lease, Landlord shall not: (a) operate the Leased Premises in an unreasonable manner; (b) terminate sublease(s) except for the sublessee's uncured default; or (c) lease any portion of the Leased Premises except to the Leasehold Mortgagee or Transferee as the case may be.

Section 17.11. If the Landlord transfers the Leased Premises by sale or exchange, such sale or exchange shall be expressly made subject to this Lease.

Section 17.12. All Financing Documents shall be made expressly subject to and subordinate to Landlord's interest in this Lease and in the event of inconsistency between the Financing Documents and this Lease, the terms of this Lease shall control.

Section 17.13. The provisions of this Article 17 shall survive the termination of this Lease.

ARTICLE 18 DEFAULT AND TERMINATION

Section 18.01 Default by Tenant. In the event:

(a) Tenant fails to pay Rent or Expenses to Landlord within sixty (60) days after such payment is due (a "Monetary Default"), and fails to cure such Monetary Default within ten (10) business days after notice; or

(b) Tenant fails to maintain the insurance required by Section 10.01(c)-(f) hereof and fails to cure such default within ten (10) business days after notice; or

(c) Tenant fails to offer a graduate course of study for any continuous period of one (1) year in accordance with Section 16.03 and fails to cure such default within sixty (60) business days; or

(d) Tenant fails to complete construction of the New Building within five (5) years after the date that all of the Approvals have become final and unappealable, subject to Unavoidable Delays in accordance with Section 6.06; or

(e) in the event more than three (3) times in any Lease Year, Tenant defaults in the performance of any other material term, covenant, condition or provision of this Lease (a "Non-monetary Default") and fails to cure such default within sixty (60) business days after notice by Landlord, or, with respect to Non-monetary Defaults not reasonably curable within such period, fails to commence to cure within such period and thereafter diligently pursue all necessary and appropriate action to effect such cure (all of the foregoing being an "Event of Default").

Landlord, in addition to any other remedy it may have, at law or in equity, to seek damages, judicial enforcement or any other lawful remedy, and subject to Article 17 hereof, may terminate this Lease.

Notwithstanding the foregoing, Tenant's failure to maintain the liability insurance required by Section 10.01(a) and (b) hereof shall be an immediate Event of Default with respect to which neither notice or cure period is required.

Section 18.02 Termination by Tenant. Tenant shall have the right to terminate this Lease by giving written notice to Landlord of such election and this Lease shall terminate at the end of the sixth (6th) calendar month following the receipt of such notice by Landlord with the same force and effect as if such date was the date herein fixed for the expiration thereof.

Section 18.03 Plans and Specifications. In the event this Lease shall be terminated by reason of an Event of Default by Tenant prior to the completion of the New Building or any

other Improvements on the Leased Property in accordance with the terms and provisions of this Lease, or if Tenant terminates this Lease as provided in Section 18.02 above, then and in either such event, all plans, specifications, reports, estimates and models which shall have been prepared or made in connection with such New Building and any other Improvements on the Leased Property, which shall be in the possession of and owned by the Tenant shall become the property of Landlord, subject to the rights of any Leasehold Mortgagee. In such event, Tenant shall deliver the same to Landlord, subject only to the rights of any Leasehold Mortgagee.

Section 18.04 Eviction Proceedings. Upon the expiration or termination of this Lease as herein provided, Tenant shall quit and peacefully surrender the Leased Property to Landlord in its then current condition (subject to any restoration obligations set forth in this Lease) failing which Landlord may evict Tenant by summary proceedings.

ARTICLE 19 UTILITIES, TAXES AND IMPOSITIONS

Section 19.01 Utilities. Tenant shall install electric, gas, water and all other utility meters on the Leased Property, and pay for all utilities consumed on the Leased Property directly to each respective utility provider, including, but not limited to, gas, water, electricity, telephone, internet, cable and fiber optic, and shall pay any and all operating expenses associated therewith.

In the event Landlord pays any utilities on behalf of Tenant that Tenant consumes, then Tenant shall reimburse Landlord for the actual costs of the utilities consumed by Tenant and any operating expenses associated therewith within thirty (30) days of receipt of an invoice, as Additional Rent. In the absence of a meter, then Tenant shall reimburse Landlord its proportionate share which shall be based on square footage of buildings on the Leased Premises, but not including the Other Buildings.

Tenant shall pay Landlord its proportionate share, based on square footage of buildings on the Leased Premises, of any payments for fire protection and fire training services at the Grasslands Campus that are paid by the County to the local fire districts, departments or similar entities encompassing the Leased Property. In addition, Tenant shall pay Landlord its proportionate share, based on square footage of buildings on the Leased Premises, of the cost of Fire Brigade services provided by Landlord, if any. Any such payments shall be paid to Landlord as Additional Rent.

Section 19.02 Taxes and Other Impositions. In the event the Leased Property becomes subject to real property taxes, tax assessments or other impositions under the Real Property Tax Law, or in the event such Leased Property becomes subject to taxation under any other federal, state or local law, Tenant shall pay and discharge any and all such real estate taxes, assessments, license fees, levies and other imposition of every kind, nature and description (collectively, the "Impositions") which may become due and payable with respect to the Leased Property during the Term provided, however, that Tenant shall be entitled to a credit against charges payable to Landlord under the Lease for such Impositions paid by Tenant during the Term which relate to a period prior to the Commencement Date or subsequent to the expiration of the Term.

Tenant may in good faith contest, at Tenant's own cost and expense, by proper legal proceedings, the validity or amount of any Imposition, on the condition that Tenant shall have deposited with Landlord as security for the payment of such contested item, an amount equal to the contested item plus all penalties and interest which would be payable if Tenant is ultimately required to pay such contested item, and on the further condition that no amount so contested may remain unpaid for such length of time as shall permit the Leased Property, or any lien created by the item being contested, to be sold for the nonpayment thereof, or as shall permit an action, either of foreclosure or otherwise, to be commenced by the holder of any such lien. Upon the final determination of any such proceedings, and full compliance by Tenant with such determination, any money so deposited with Landlord as aforesaid and then remaining on deposit with Landlord shall be returned, without interest, to Tenant provided Tenant shall not then be in default hereunder.

ARTICLE 20 BANKRUPTCY OF TENANT

Section 20.01 Bankruptcy. If at any time during the Term of this Lease: (i) a petition in bankruptcy or insolvency, or for reorganization or liquidation is filed against Tenant in any court or in any other forum, pursuant to any statute, act or law either of the United States or of any state provided that such petition is not dismissed or discharged within ninety (90) days after filing; or (ii) a receiver shall be appointed by any court of competent jurisdiction for a substantial part of the property of Tenant provided that such appointment is not discharged or dismissed within ninety (90) days; or (iii) a voluntary petition in bankruptcy or insolvency or for the reorganization or liquidation, or for the appointment of a receiver or trustee is filed or an assignment for the benefit of creditors is made or an agreement of composition with creditors is petitioned for or entered into, this Lease, at the option of Landlord, shall immediately cease and expire upon sixty (60) days' notice to Tenant, and Landlord shall thereafter have no liability to Tenant whatsoever.

ARTICLE 21 QUIET ENJOYMENT

Section 21.01 Quiet Enjoyment. Landlord covenants that if and so long as Tenant keeps and performs each and every covenant, agreement, term, provision and condition herein contained on the part and on behalf of Tenant to be kept and performed, Tenant shall quietly enjoy the Leased Property without hindrance or molestation by Landlord or by any other person lawfully claiming to be same, subject to the covenants, agreements, terms, provisions and conditions of this Lease.

ARTICLE 22 NOTICES

Section 22.01 Notices. All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier, as set forth below or to such other addresses as the respective parties hereto

may designate in writing. Notice shall be effective on the date of receipt. Notices shall be sent to the following:

To Landlord:	Commissioner, Department of Public Works and Transportation County of Westchester 148 Martine Avenue, Room 518 White Plains, New York 10601
With copies to:	Westchester County Attorney Department of Law 148 Martine Avenue, 6th Floor White Plains, New York 10601
	Clerk of the Westchester County Board of Legislators County of Westchester 148 Martine Avenue, 8th Floor White Plains, New York 10601
To Tenant:	New York Medical College Attn: Chancellor and Chief Executive Officer 40 Sunshine Cottage Road Valhalla, New York 10595
With copies to:	New York Medical College Attn: Office of the General Counsel 40 Sunshine Cottage Road Valhalla, New York 10595

or to such other addresses as either Party may designate by notice.

ARTICLE 23 UNAVOIDABLE DELAYS

Section 23.01 Definition of Unavoidable Delays. "Unavoidable Delay" or "Unavoidable Delays" means any delay, obstruction or interference resulting from any act or event whether affecting the County or Tenant, which has a material adverse effect on such Party's rights or duties, provided such act or event is beyond the reasonable control of such Party after pursuing all diligent efforts to remedy the delaying condition in an expedient and efficient manner and was not separately or concurrently caused by any negligent or willful act or omission of such Party and/or could not have been prevented by reasonable actions on such Party's part (and such Party shall have notified the other Party herein promptly upon receipt of knowledge of the occurrence of any Unavoidable Delay enumerated in (i) through (vi) below and within a reasonable time for any other Unavoidable Delay), including, but not limited to, delay, obstruction, or interference resulting from:

(i) an act of God (but not including reasonably anticipated weather conditions for the geographic area of the Leased Property), landslide, lightning, earthquake, fire, explosion, flood,

sabotage or similar occurrence, acts of a public enemy or terrorist, war, blockage or insurrection, riot or civil disturbance, or pandemic or other public health emergency;

(ii) any legal proceeding commenced by any third party seeking judicial review of this Lease and/or any approvals and/or permits required under this Lease, and any restraint of law (e.g., injunctions, court or administrative orders, or legal moratoria imposed by a court or Governmental Authority);

(iii) failure for a period of thirty (30) days or more, of any utility or governmental entity to provide and maintain public and private utilities;

(iv) any unexpected or unforeseen subsurface condition inconsistent with typical background conditions which prevents construction of, or requires a material redesign or change in the construction of, or materially adversely affects the completion schedule for the New Building;

(v) strikes, work stoppages or other substantial labor disputes; or

(vi) the failure or inability of any subcontractor or supplier to furnish supplies or services if such failure or inability is itself caused by Unavoidable Delay and could not have been reasonably prevented and the affected party cannot reasonably obtain substitutes therefor.

Notwithstanding anything in this Lease to the contrary, during a period of Unavoidable Delay, the performance of obligation(s) under this Lease of the party asserting the Unavoidable Delay shall be tolled day for day of Unavoidable Delay; provided, however, that Unavoidable Delay shall not suspend the Tenant's obligation to pay Rent and Expenses, or be deemed a cause for abatement of Rent and Expenses. Nothing herein shall relieve the Parties from using commercially reasonable efforts to end the Unavoidable Delay, including through the use of commercially reasonable alternative means and methods.

ARTICLE 24 DISPUTE RESOLUTION

Section 24.01 Dispute Resolution. The Parties agree to meet and confer and attempt to resolve any disputes arising from or relating to this Lease within fifteen (15) days of the occurrence of a dispute. Any disputes that cannot be resolved through the foregoing process shall be promptly submitted to mediation through a nationally recognized mediation service. For disputes under the provisions of this Lease set forth below, the Parties shall select as mediator a mutually agreeable nationally recognized expert in the field specified below ("Third Party Expert"). The Parties shall share equally in the cost of the Third Party Expert.

For disputes with respect to the calculation of Gross Revenue, the Third Party Expert shall be a Certified Public Accountant. For disputes with respect to the FMVR for a New Use, the Third Party Expert shall be an appraiser with the qualifications and experience required for the initial Appraiser under Section 3.01(b) of this Lease. For disputes in connection with

construction of the New Building (including inspections pursuant to Section 8.01), the Third Party Expert shall be a licensed professional engineer.

All disputes other than as specified above, that are not resolved through negotiation or mediation, shall be subject to the exclusive jurisdiction of the federal or state courts in Westchester County having jurisdiction.

ARTICLE 25 COMPLIANCE WITH LAW

Section 25.01 Applicable Law.

Tenant shall obey, perform and comply with any and all federal, state and local laws, rules, regulations, orders, ordinances and requirements of every kind and nature affecting the Leased Property, which now exist or shall hereafter be enacted or promulgated, including, but not limited to, local zoning, SEQRA, the Development Standards, state or County executive orders, and requirements of the New York Board of Fire Underwriters, the New York Fire Insurance Rating Organization or other entity with similar functions (collectively "Applicable Laws").

In addition, Tenant acknowledges and agrees that prior to demolition and/or construction of the New Building, if necessary, it will apply for and obtain a tree removal permit from the Westchester County Planning Board in compliance with Local Law No. 19-1994 (as codified in the Laws of Westchester County Section 712.311 – 318).

Section 25.02 Landlord's Obligations. Landlord shall comply with any and all Applicable Laws with respect to ownership and use of the Leased Property, or in any other way affecting or relating to this Lease.

ARTICLE 26 MISCELLANEOUS

Section 26.01 Modifications. No change, modification or cancellation of this Lease shall be effective except by an instrument in writing signed by the Parties, subject to all necessary legal approvals.

Section 26.02 Entire Agreement. This Lease expressly supersedes the Munger Lease, and constitutes the entire agreement between the Parties and contains all of the agreements, conditions, representations, and warranties made by the Parties. No representations, other than those expressly contained herein, have been made by either Party to the other. This Lease supersedes prior discussions and all prior leases and prior letter agreements with respect to the leasing of the Leased Property. Any modification to this Lease must be in writing and signed by the County and Tenant, and be approved by the County Board of Legislators and County Board of Acquisition and Contract.

Section 26.03 Separability. Unenforceability for any reason of any provision of this Lease shall not limit or impair the operation or validity of any other provision of this Lease and if any term or provision of this Lease or the application thereof to any person or circumstance shall for any reason and to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances to which it is valid or enforceable, shall not be limited, impaired or otherwise affected thereby, and each term and provision of this Lease shall be valid and enforced to the extent permitted by law.

Section 26.04. Amendments. This Lease and its provisions may be changed, waived, discharged or terminated only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought, subject to all necessary legal approvals.

Section 26.05 Governing Law. This Lease shall be construed and enforced in accordance with the laws of the State of New York.

Section 26.06 Successors and Assigns. This Lease shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors and assigns.

Section 26.07 No Third Party Beneficiaries. Nothing contained in this Lease shall be construed to confer upon any person other than the Parties hereto, any rights, remedies, privileges, benefits or causes of action to any extent whatsoever.

Section 26.08 Recording. This Lease, or an appropriate or sufficient memorandum of lease, and every assignment and modification hereof, may be recorded or filed in the office of the Clerk of the County of Westchester, Division of Land Records and in any such office as may be at the time provided by law as the proper place for the filing or recordation thereof.

Section 26.09 Captions The captions at the heading of the Articles of this Lease are not a part of the context and shall not be considered in construing this Lease. They are intended only as aides in locating and reading the various provisions.

Section 26.10 Estoppel Certificates. Landlord and Tenant shall each, any time and from time to time, upon not less than thirty (30) days' prior written notice from the other, execute, acknowledge and deliver a written statement certifying that this Lease is in full force and effect subject only to such modifications as may be set out; that Tenant is in possession of the Leased Property and is paying Rent as provided in this Lease; the date to which Rent is paid in advance; and that there are not, to the signatory's knowledge, any uncured defaults on the part of the other Party, or specifying such defaults if any are claimed, and any other matters reasonably requested. Any such statement may be relied upon by any prospective transferee or encumbrancer of all or any portion of the Leased Property or Tenant's interest therein, or any assignee of any such persons.

Section 26.11 Approval by Board of Legislators. This Lease has been approved by the Board of Legislators of the County of Westchester on the ___ day of _____, 2022, by Local Law No. -2022 and by the County Board of Acquisition and Contract by Resolution approved on the ____ day of _____, 2022. The Local Law and Resolution are both attached hereto and made a part hereof as Schedule "J".

Section 26.12 Effectiveness. This Lease shall not be binding or effective until it has been fully executed by both Parties hereto and has been approved by the County Board of Legislators and the County Board of Acquisition and Contract. This Lease shall not be enforceable until approved by the Office of the County Attorney.

ARTICLE 27 RIGHT OF FIRST OFFER

Section 27.01 Right of First Offer. The County's decision to sell fee title to any portion of the Leased Property (a "Proposed Fee Sale") shall be subject to Tenant's right of first offer (the "Right of First Offer") to purchase the fee title to that portion of the Leased Property under the terms set forth in an Offer Notice (as hereinafter defined). Tenant's Right of First Offer is subject and subordinate to any right of first refusal to which the County is subject under any applicable law, including but not limited to, Laws of Westchester County Section 209.101(8)(b), and also subject and subordinate to the WCHCC's right of first refusal under the Restated WCHCC Lease, and is exercisable by Tenant only if Tenant is not in default under this Lease beyond any applicable notice and/or cure period both at the time that the County is obligated to give an Offer Notice and on the date of closing of the Proposed Fee Sale. The Right of First Offer will be exercised in accordance with, and subject to, the following terms and conditions:

(a) The County shall notify Tenant in writing of a Proposed Fee Sale (the "Offer Notice"). The County's Offer Notice for a Proposed Fee Sale shall set forth: (i) the proposed purchase price for the fee title to the portion of the Leased Property proposed to be sold; (ii) the other material terms and conditions of the Proposed Fee Sale; and (iii) the closing date of the transfer.

(b) Within fifteen (15) business days after Tenant receives an Offer Notice, Tenant shall exercise the Right of First Offer by written notice to the County, or lose the Right of First Offer with respect to that Offer Notice irretrievably. If Tenant exercises the Right of First Offer, then the sale to Tenant of the fee title to the subject portion of the Leased Property shall be on the terms and conditions set forth in the Offer Notice.

(c) If such a Right of First Offer for a Proposed Fee Sale is duly exercised by Tenant, the Parties agree to promptly enter into a purchase and sale contract on the terms and conditions set forth in the Offer Notice and other customary terms and conditions, which may include a requirement that Tenant deliver to the County's counsel, to hold in escrow as escrow agent, a deposit equal to ten percent (10%) of the purchase price.

(d) Tenant shall have only one Right of First Offer with respect to an Offer Notice. If Tenant (i) does not exercise the Right of First Offer strictly in accordance with this Section, time being of the essence, or (ii) exercises a Right of First Offer but thereafter fails to timely complete the purchase, the Right of First Offer will cease to exist and the County shall be free to sell the fee title to the subject portion of the Leased Property to any third party on such terms as the County may determine and without any restrictions by reason of this Lease or otherwise.

(e) Tenant cannot assign its Right of First Offer to any sublessee of the Leased Property, or to any assignee of the Lease, or to any other third party.

ARTICLE 28 PREVAILING WAGE AND MINIMUM WAGE

Section 28.01 Wages. Notwithstanding anything to the contrary contained elsewhere in this Lease, Tenant agrees that it shall ensure that all labor used to construct the New Building and all other related work to be performed pursuant to this Lease shall be paid at a rate of at least Twenty Dollars ($20.00) per hour, which minimum hourly wage shall be adjusted yearly by the percentage change in CPI over the immediately preceding calendar year. Tenant further agrees that it shall enter into contracts for at least Thirty-Six Million ($36,000,000.00) Dollars ("Base Amount") pursuant to which either union labor (unionized building and construction trades) is utilized and/or prevailing wage rates are paid for the relevant trades in accordance with the Prevailing Wage Schedule for Westchester County published by the Bureau of Public Works for the New York State Department of Labor to construct the New Building and all other work related to construction of the New Building to be performed pursuant to this Lease ("Wage Requirement").

The Wage Requirement shall be contingent upon the following occurring:

(a) Landlord shall perform the demolition and remediation of the Leased Building at its sole cost and expense; and

(b) The IDA shall provide Tenant with a sales tax exemption and mortgage tax exemption (collectively, the "IDA Benefits") in connection with Tenant's construction of the New Building.

Landlord may at its sole cost and expense perform certain site work in connection with Tenant's construction of the New Building in the area immediately adjacent to the New Building. Landlord's site work shall be mutually agreed upon by the Parties on a future date, and may include: (1) Addressing Vosburgh Pavilion and Sunshine Cottage buildings to the extent impacted by demolition, remediation or site work such that these buildings can meet building code requirements; (2) Land clearing, grading and filling including demolition and removal of all existing foundations, underground tunnels, retaining walls, and impervious surfaces including the disposal of any fill/excavated materials; (3) Removal, relocation and/or upgrading impacted utilities within the subject area, including storm water management; (4) Modifying existing roadways and installation and/or repair of surrounding sidewalks, curbing,

stairs, rails, pavement, lighting, or landscaping along roads surrounding the subject area; and (5) Construction of any required public spaces.

The Parties agree to, separately and in partnership with each other, pursue public investment in connection with the construction of the New Building and all other work related to construction of the New Building to be performed pursuant to this Lease. The public investment ("Public Investment") may include other Federal, New York State, County or local government financial assistance, but shall not include (i) any public, IDA, or Westchester County Local Development Corporation debt financing that Tenant receives and which Tenant is required to pay back, or (ii) the IDA Benefits and/or the County's costs for the work in Section 28.01(a).

The Parties further agree that for every One Million ($1,000,000.00) Dollars of Public Investment received by Tenant, the Base Amount of the Wage Requirement shall be increased by an additional Five Million ($5,000,000.00) Dollars.

Section 28.02 Cooperation and Access. Tenant shall fully cooperate with Landlord, its contractors and consultants in connection with all aspects of any County work that may be performed pursuant to this Article 28, including without limitation, granting the Landlord, its contractors and consultants full access to the Leased Property and any relevant documents, records and data within Tenant's custody and control.

Section 28.03 Appropriations. The Parties recognize and acknowledge that any and all work to be performed by Landlord under this Article 28 is subject to annual appropriations and any and all other necessary legal approvals by the County Board of Legislators pursuant to the Laws of Westchester County. Therefore, this Article 28 shall be deemed executory only to the extent of the monies appropriated and available. Landlord shall have no liability under this Article 28 beyond funds appropriated and available for payment pursuant to this Lease. The Parties understand and intend that the obligation of Landlord hereunder shall constitute a current expense of Landlord and shall not in any way be construed to be a debt of Landlord in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Landlord, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of Landlord. Landlord shall pay for and perform any work under this Article 28 exclusively from legally available funds appropriated for this purpose.

Section 28.04 Null and Void. Should the contingencies set forth in Section 28.01 (a) and (b) above not occur, then this Article 28 shall be null and void and the Parties shall have no obligations in connection with this Article 28.

IN WITNESS WHEREOF, the Parties hereto have executed this Lease on the day and year first above written.

THE COUNTY OF WESTCHESTER

By: _____
Name:
Title:

NEW YORK MEDICAL COLLEGE

By:_____
Name:
Title:

Authorized by the Westchester County Board of Legislators by Local Law _____ at a meeting held on _____, 2022.

Authorized by the Board of Acquisition and Contract of the County of Westchester at a meeting held on _____, 2022.

Approved:

_____
Senior Assistant County Attorney
County of Westchester

C:JPI/DPW/NYMC/Munger.Lease.10.7.22

UNIFORM CERTIFICATE OF ACKNOWLEDGMENT
(NYMC)

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

On this ___ day of _____, 2022 before me, the undersigned, personally appeared Alan Kadish, 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

CERTIFICATE OF AUTHORITY
(NYMC)

I, _____, certify that I am the _____ of New York Medical College, a corporation duly organized and in good standing under the New York Not-for-Profit Corporation Law, named in the foregoing agreement; that Alan Kadish who signed said Lease on behalf of New York Medical College was, at the time of execution _____of the Corporation and that said Lease was duly signed for and on behalf of said Corporation by authority of its Board of Directors, thereunto duly authorized and that such authority is in full force and effect at the date hereof.

_____
(Signature)

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

On the ____ day of _____ in the year 2022 before me, the undersigned, a Notary Public in and for said State, _____personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the officer described in and who executed the above certificate, who being by me duly sworn did depose and say that he/she resides at _____, and he/she is an officer of said corporation; that he/she is duly authorized to execute said certificate on behalf of said corporation, and that he/she signed his/her name thereto pursuant to such authority.

_____
Notary Public

SCHEDULE "A"

LEGAL DESCRIPTION OF 15.65 ACRES OF THE LEASED PROPERTY

(Attached.)

All that piece or parcel of land located within the Grasslands Reservation in the Town of Mt. Pleasant, County of Westchester, State of New York, bounded and described as follows:

Beginning at a point on the westerly bounds of South Plaza West where the northeasterly corner of a map entitled "Survey of Property Prepared for State of New York Department of Mental Hygiene at Grasslands" and filed in the Office of the County Clerk of Westchester County Division of Land Records on March 8, 1973 as number 17940, meets Parcel 1 on a map entitled "Proposed Lease Parcel County of Westchester to Westchester County Health Care Corporation" and filed in the Office of the County Clerk of Westchester County Division of Land Records on October 9, 1997 as number 26008;

Thence along the common boundary of filed maps 17940 and 26008, North 85 degrees 55 minutes 13 seconds East, 200.20 feet;

Thence along the common boundary of filed maps 17940 and 26008, North 6 degrees 17 minutes 43 seconds West, 205.25 feet;

Thence along the common boundary of filed maps 17940 and 26008, South 85 degrees 07 minutes 03 seconds West, 24.91 feet to the point and place of beginning;

Thence South 85 degrees 07 minutes 03 seconds West, 365.09 feet;

Thence North 4 degrees 52 minutes 57 seconds West, 76.93 feet;

Thence along a curve to the right with a radius of 528.00 feet, length of 289.16 feet, and a chord bearing of North 43 degrees 46 minutes 57 seconds West, and a chord length of 285.56 feet;

Thence South 84 degrees 55 minutes 47 seconds West, 714.77 feet;

Thence North 5 degrees 01 minutes 15 seconds West, 50.59 feet;

Thence South 84 degrees 57 minutes 59 seconds West, 192.34 feet;

Thence North 7 degrees 42 minutes 59 seconds West, 293.01 feet to the southerly bounds of Sunshine Cottage Road;

Thence along the southerly bounds of Sunshine Cottage Road North 80 degrees 43 minutes 25 seconds East, 895.27 feet;

Thence along the southerly bounds of Sunshine Cottage Road on a curve to the right with a radius of 699.68 feet, length of 44.14 feet, and a chord bearing of North 82 degrees 31 minutes 52 seconds East, and a chord length of 44.13 feet;

Thence along the southerly bounds of Sunshine Cottage Road North 85 degrees 00 minutes 00 seconds East, 248.26 feet;

Thence along the southerly bounds of Sunshine Cottage Road on a curve to the right with a radius of 150.00 feet, length of 159.40 feet, and a chord bearing of South 64 degrees 33 minutes 28 seconds East, and a chord length of 152.00 feet;

Thence along the southerly bounds of Sunshine Cottage Road on a curve to the left with a radius of 520.00 feet, length of 286.02 feet, and a chord bearing of South 49 degrees 52 minutes 23 seconds East, and a chord length of 282.43 feet;

Thence along the westerly bounds of South Plaza West South 4 degrees 55 minutes 00 seconds East,356.97 feet;

Thence South 85 degrees 05 minutes 00 seconds West, 50.00 feet;

Thence South 4 degrees 55 minutes 00 seconds East, 77.15 feet to the point and place of beginning.

Containing 681,691 square feet or 15.649 acres +/-.

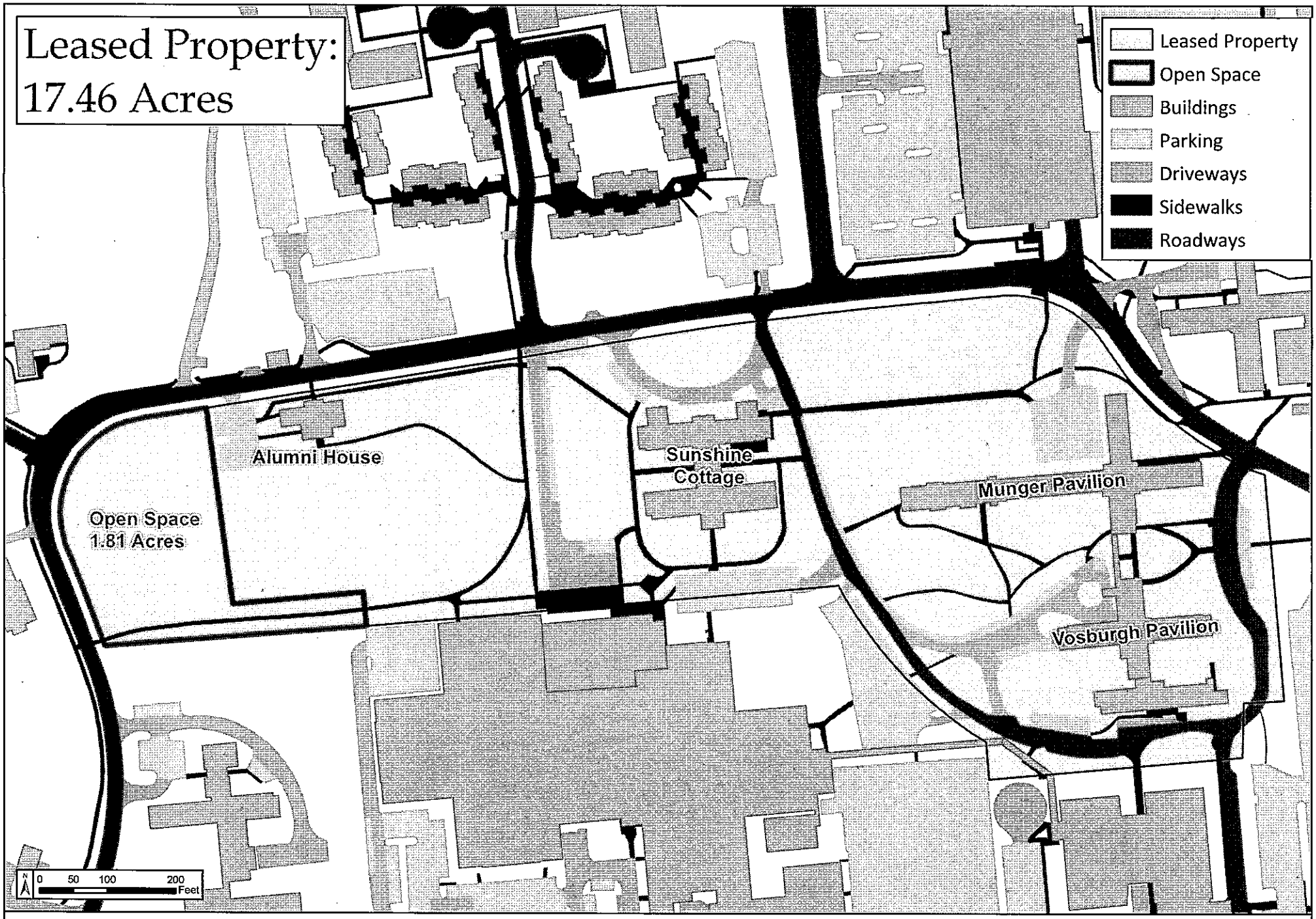
SCHEDULE "A-1"

LEGAL DESCRIPTION OF 1.81 ACRE OPEN SPACE PORTION OF THE LEASED PROPERTY

(To be attached.)

SCHEDULE "B"

MAP OF THE LEASED PROPERTY



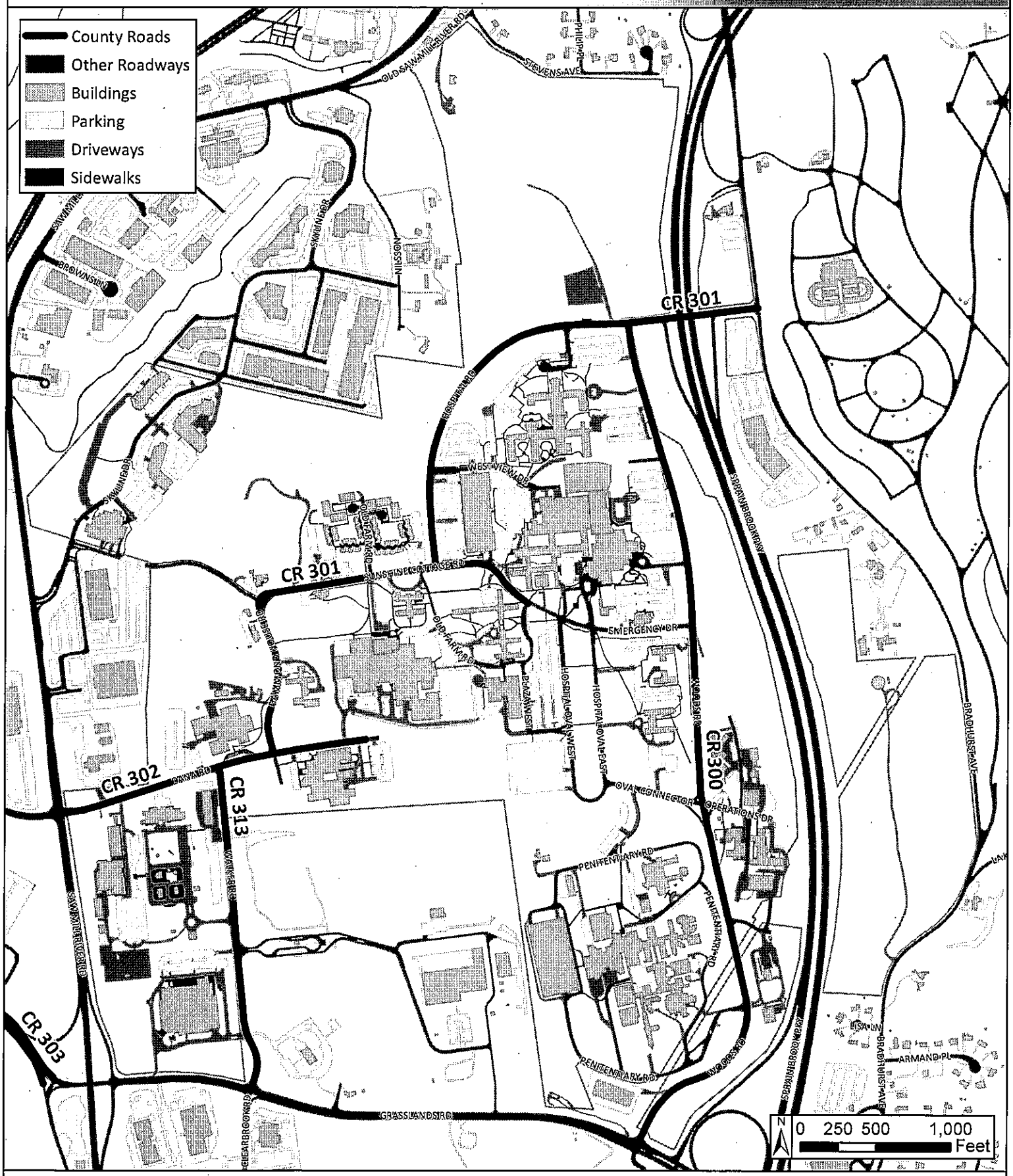
Westchestergov.com

New York Medical College Leased Property

Map Prepared by Westchester County
Department of Planning
April 2022

S:\COMMON\Valhalla Complex\1 Master Plans\2019 Grasslands Master Plan Update\Maps\NYMC Leased Area - Grasslands Campu

LEASE SCHEDULE "C"



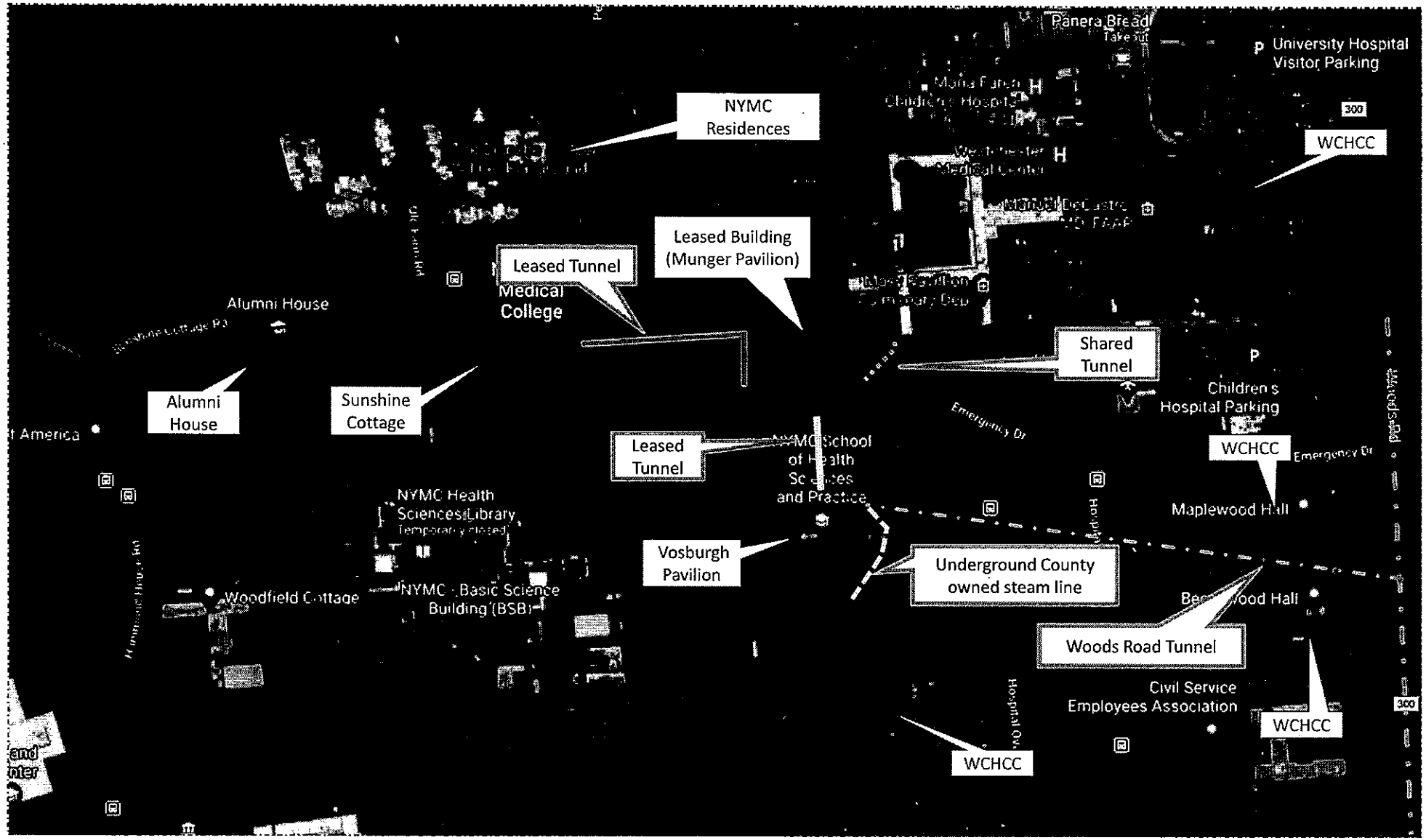
Westchester gov.com

GRASSLANDS CAMPUS
County Road Network

Map Prepared by Westchester County
Department of Planning
for Lease with NYMC - March 2022

SCHEDULE "D"

MAP OF THE TUNNELS


NYMC Residences
Leased Tunnel
Leased Building (Munger Pavilion)
Medical College
Alumni House
Alumni House
Sunshine Cottage
Leased Tunnel
Vosburgh Pavilion
Shared Tunnel
Underground County owned steam line
Woods Road Tunnel
WCHCC
WCHCC
WCHCC
WCHCC
University Hospital Visitor Parking
Children's Hospital Parking
Maplewood Hall
Civil Service Employees Association
NYMC Health Sciences Library
NYMC Basic Science Building (BSB)
Woodfield Cottage
Emergency Dr
Panera Bread
Take out

SCHEDULE "E"

ARTICLE XX OF THE RESTATED WCHCC LEASE

ARTICLE XX

Transfer of Premises; Tenant's Rights of First Refusal

Section 20.0. If the Landlord transfers the Premises by sale or exchange, such sale or exchange shall be expressly made subject to this Agreement.

Section 20.1. Tenant shall have the right of first refusal as to the purchase of the Premises as hereinafter set forth in this Section. If at any time during the Lease Term, Landlord shall receive a bona fide written offer, other than at public auction, from a third person or entity (except for a governmental authority or entity that has the power of eminent domain over Landlord, which is exercising such power of eminent domain), for the purchase of the Premises, which offer Landlord shall desire to accept, Landlord shall promptly deliver to Tenant a copy of such offer, and Tenant may, within thirty (30) days thereafter, elect to purchase the Premises in its own name or in the name of a nominee on the same terms as those set forth in such offer, in which event such sale shall be consummated within forty-five (45) days after Tenant's election or on such later date as shall be set forth as the date for closing in such offer. If Tenant shall not accept such offer within the time herein specified therefore, Landlord may then sell the Premises to the buyer named in the offer, provided the sale is upon substantially the same terms and conditions and for the same price set forth in the offer and said right of first refusal shall cease to exist, but this Agreement shall continue otherwise on all the other terms, covenants, and conditions in this Agreement set forth. If Landlord shall not consummate the sale to the buyer named in the offer within nine (9) months after Tenant's failure to exercise its right to purchase the Premises, Landlord shall not thereafter sell the Premises pursuant to said offer and Tenant's right of first refusal shall survive such failure to consummate the sale and shall apply, in the manner set forth

above, to a subsequent bona fide written offer made to Landlord to purchase the Premises. This right of first refusal shall be inapplicable to a transfer, by way of sale, or gift, including a trust, to or for a party related to Landlord, including any public authority of the Landlord or public benefit corporation which is affiliated with the Landlord, or to any transfer from one such related party to another (but such right of first refusal, subject to the same exceptions as set forth in this Section 20.1, shall apply to any subsequent sale by any such party related to Landlord, including any public authority of Landlord or any public benefit corporation which is affiliated with Landlord to a person or entity which is not related to Landlord).

Section 20.2. (a) If at any time during the Lease term, Landlord shall receive a bona fide written offer which Landlord desires to accept (the "Offer"), from a third party or entity (except for a governmental authority or entity that has the power of eminent domain over Landlord, which is exercising such power of eminent domain), (i) for the sale, lease, or license, or (ii) to enter into a commercial arrangement including, but not limited to, a joint venture agreement, operating agreement, and cooperation and fee sharing arrangement (hereinafter called a "commercial arrangement") of all or any portion of the Grasslands Reservation which is not included within the Premises (hereinafter called the "First Refusal Space"), then provided that Tenant is not then in default hereunder after notice and the expiration of any applicable cure period, and further provided that Landlord is not in violation of any applicable law by complying with its obligations under this Section 20.2, Landlord shall deliver to Named Tenant a copy of the Offer, and Named Tenant may, within thirty (30) days thereafter, elect to lease, license, purchase or enter into a commercial arrangement for the First Refusal Space subject to such Offer on the same terms as those set forth in such Offer, in which event such lease, sale, or other agreement

shall be consummated within forty-five (45) days after Named Tenant's election to accept such offer or on such later date as shall be set forth in such Offer as the date for closing. If Named Tenant shall not accept such offer within the time herein specified therefor, Landlord may then sell, lease, license or enter into a commercial arrangement for the First Refusal Space upon substantially the same terms and conditions and for the same price or rental set forth in the Offer. If Landlord shall not consummate the Offer within nine (9) months after Named Tenant's failure to exercise its right with respect thereto, and Landlord shall not thereafter lease, sell, license or enter into a commercial arrangement for the First Refusal Space pursuant to said Offer, then Named Tenant's right of first refusal shall survive such failure to consummate the transaction and shall apply, in the manner set forth above, to a subsequent bona fide written offer made to Landlord to purchase, lease, license or enter into a commercial arrangement for the First Refusal Space. The right of first refusal set forth in this Section 20.2 shall not apply to any sale, lease, license or commercial arrangement, (i) for any governmental purpose consistent with any current uses of the Grasslands Reservation by Landlord or any uses by Landlord of the Grasslands Reservation since January 1, 1978, or (ii) with, to or for a party related to Landlord, including any public authorities of the Landlord or any public benefit corporation which is affiliated with the Landlord, or to any transfer from any one such related party to another (but such right of first refusal shall apply to any subsequent sale, lease, license or commercial arrangement by any such party related to Landlord, including public authorities of Landlord or any public benefit corporation which is affiliated with Landlord to a person or entity which is not related to Landlord). The right of first refusal set forth in this Section 20.2, may only be exercised by Named Tenant herein, but, after the closing of the transaction which is the subject of the right of first refusal, Named Tenant shall have

the same rights to assign any purchase, lease, license or commercial arrangement obtained pursuant to this Section 20.2 as it has to assign this Agreement.

(b) If there is any dispute with regard to Landlord's obligation to deliver an offer to Named Tenant or Named Tenant's right to accept an Offer, such dispute will be resolved by appropriate judicial proceedings, provided that so long as any such proceedings are pending, Landlord will not proceed with the disputed proposed sale, lease, license, or commercial arrangement. In the event that a court determines any such dispute in favor of Landlord, then the Named Tenant will pay Landlord the sum of One Hundred Thousand ($100,000) Dollars, together with the amount of the Landlord's reasonable legal fees and disbursements incurred in connection with the dispute as liquidated damages in connection with that court determination only. If the Named Tenant appeals the decision of any lower court in favor of Landlord and if the appellate court affirms the decision in favor of Landlord, then the Named Tenant will pay Landlord an additional sum of Four Hundred Thousand ($400,000) Dollars, together with the amount of the Landlord's reasonable legal fees and disbursements incurred in connection with such appeal, which payment shall be the liquidated damages that have been agreed to by the parties as the sole amount that is due to Landlord in connection with the appeal of such dispute. If any dispute under this Section 20.2 is decided in favor of the Named Tenant, then the Named Tenant must exercise the right of first refusal which was the subject of such dispute and accept the applicable Offer.

SCHEDULE "F"

WCHCC RIGHT OF FIRST REFUSAL LETTER

(To be attached.)

SCHEDULE "G"

ARTICLE XXXIX OF THE RESTATED WCHCC LEASE

ARTICLE XXXIX

Restrictive Covenant

Section 39.0. (a) Landlord agrees that it will not lease, license, use or permit to be used by anyone other than Tenant under this Agreement or a tenant under an Individual Lease or Single Lease or Option Lease any portion of the area shown hatched on the plan annexed hereto as Exhibit E (hereinafter called the "Restricted Area") for the provision of any medical or health related services, including, but not limited to senior housing, assisted living housing, and such other uses for which all or any portion of the Premises are then being used by Tenant under this Agreement or a tenant under an Individual Lease or Single Lease or Option Lease, or such other use as shall have been specified with respect to any portion of the Additional Parcels in a master plan submitted to Landlord under this Agreement (including, without limitation, the Additional Plan, the Second Additional Plan, and the Final Additional Plan) with respect to which portion of the Additional Parcels an Option Lease shall have been executed and delivered and the term thereof shall have commenced (any of such uses being referred to herein as the "Restricted Uses"). If Landlord disputes any use specified in any master plan submitted to Landlord under this Agreement (including, without limitation, the Additional Plan, the Second Additional Plan, and the Final Additional Plan), then until the earlier to occur of (i) the resolution of such dispute and (ii) sixty days after Landlord notified Tenant that Landlord disputes such specified use, Landlord shall not permit such disputed use in the Restricted Area.

(b) Notwithstanding anything to the contrary contained in this Article 39, after December 31, 2057, the Restricted Uses shall be only those uses for which all or any portion

of the Premises or the Additional Parcels are then being used (i) by Tenant under this Agreement, but only to the extent that, and as long as, this Agreement has been extended in accordance with the applicable provisions of Article 38 hereof, or (ii) by any tenant under an Individual Lease or Single Lease or Option Lease, but only to the extent that, and as long as, the applicable Individual Lease or Single Lease or Option Lease has been extended in accordance with the applicable provisions of Article 38 of such Lease.

Section 39.1. (a) Notwithstanding any language to the contrary contained in Section 39.0 hereof, in no event shall Landlord be restricted or prevented from providing through its own facilities or through a private entity, or from leasing, licensing or otherwise permitting the use of all or any portion of the Restricted Area for any of the following purposes:

(i) providing of medical or health related services to prisoners;

(ii) providing of any medical or health care service or program that is currently offered by Landlord (through its own facilities or through a private entity) outside of the Restricted Area as a valid and necessary exercise of Landlord's governmental function;

(iii) group and/or adult homes for the mentally or physically disabled; and

(iv) providing of services or programs (i) which are currently offered within the Restricted Area or (ii) which are or were offered by any Department of the County of Westchester other than the former Department of Hospitals within or outside of the Restricted Area, or (iii) which Landlord determines is a valid and necessary exercise of its governmental function, provided that such use does not compete with any uses for which all or any portion of the Premises are then being used by Tenant or such other use permitted under Article 3 hereof which is specified in a Master Plan submitted to Landlord pursuant to Article 37 hereof with respect to which portion, an Option Lease shall have been executed and delivered and the term thereof shall have commenced.

Section 39.2. (a) If Landlord intends to use, lease, license or permit to be used any portion of the Restricted Area for the Restricted Uses during the last ten (10) years of the term of this Lease or during any extension term (other than the final five (5) year extension term and during the final five (5) years of the third ten (10) year extension term) then Landlord shall give Tenant written notice of such intention. Tenant may, within thirty (30) days after receipt of Landlord's notice pursuant to this Section 39.2, accelerate the time periods set forth in Section 38.0 hereof with respect to any extension option and may exercise its option to extend the term of this Lease for one or more of the extension options set forth in Section 38.0(a) hereof (but only to the extent that the time to exercise any such option pursuant to Section 38.0(a) hereof shall not have theretofore expired), in which event Landlord will continue to be bound by the provisions of Section 39.1 hereof until the expiration of extension term(s) that Tenant had exercised in response to such notice of intention from Landlord and thereafter Landlord will continue to be bound by the requirement to give notice pursuant to this Section 39.2.

(b) Landlord and Tenant agree that this Article 39 shall have no force or effect during the last ten (10) years of the term of this Agreement (as the same may be extended) and during said ten (10) year period Landlord may use, lease, license or permit to be used any portion of the Restricted Area for any purpose (including the Restricted Uses), subject, however, to the provisions of Article 40 hereof.

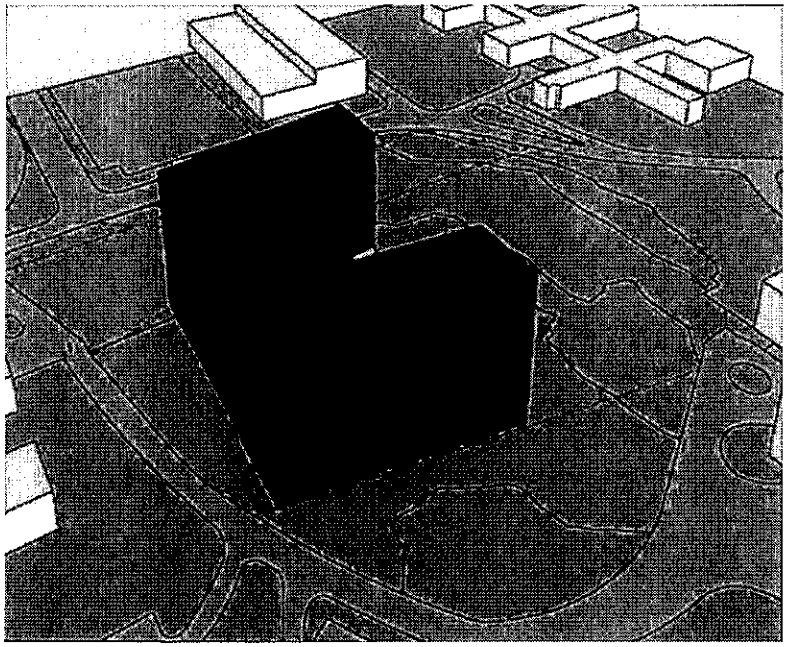
Section 39.3. Notwithstanding anything to the contrary contained in this Article 39, if at the time that a particular use was commenced by Landlord in the Restricted Area, such use was not a Restricted Use, then such use shall continue to be permitted hereunder, notwithstanding the fact that Tenant under this Agreement or a tenant under an Individual Lease or Single Lease or

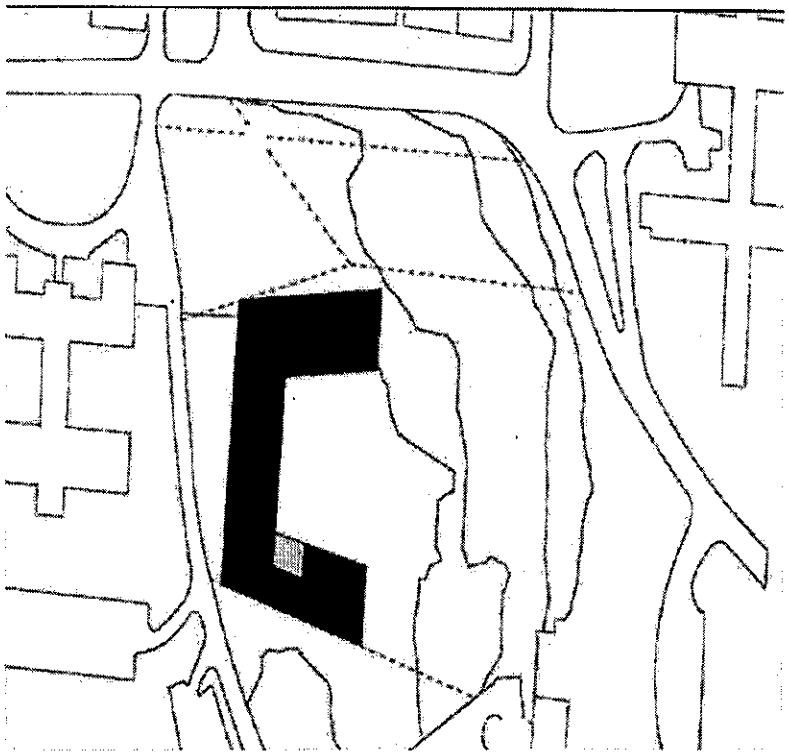
Option Lease shall thereafter use a portion of the Premises or the Additional Parcels for such particular use.

SCHEDULE "H"

NEW BUILDING CONCEPT PLAN

(section 6.01(a) – NYMC New Building Concept Plan





Schedule "I"

LEASED LAND DEVELOPMENT STANDARDS

WESTCHESTER COUNTY GRASSLANDS CAMPUS Valhalla, New York

9/17/97
UPDATED
4.18.22

Table of Contents

GENERAL INTENT AND PLANNING CONCEPTS

Structures and uses in existence, under construction, or out to bid as of the date of this Agreement shall not be subject to these Development Standards. The New York Medical College will adhere to all federal, state, and local laws and restrictions as they pertain to the development of the Leased Property. This includes, but is not limited to, environmental, engineering, historical structures, etc.

1) Roads, Circulation and Access

Vehicular circulation on the land leased by the County of Westchester to the New York Medical College hereby known as the "Leased Land" should be facilitated by an integrated system of roads. The circulation system should provide for smooth traffic flow from the Leased Land's main entrances to each of the facilities located on the campus. In order to achieve this goal, the policies and standards herein are recommended to ensure that the creation of new roads will complement the existing road network.

Internal roads shall permit efficient drainage, utility routing, and require the minimum number of streets necessary to provide convenient and safe access to facilities. Internal roads should be designed to discourage use by through traffic.

2) Setbacks and Building Height

In order to provide compatible relationships among the heights and setbacks of existing and proposed roads and structures, a hierarchy of setbacks on the Leased Land has been established. These are intended:

- to ensure the appropriate design relationship between buildings and landscape
- to provide visual relief to and from developed areas
- to maintain the character associated with the Leased Land and the Grasslands Reservation
- to maintain buffers between land uses operated by the county and/or other entities
- to respect the historic design of the Mall and other areas of the campus
- to consider the impact that proposed buildings will have on the surrounding site, open space and adjacent buildings

3) Off-Street Parking and Loading Facilities

- All structures and land uses on the Leased Land should be provided with a sufficient amount of off-street parking and loading spaces to meet the needs of employees, visitors, clients, patrons, and other persons using these facilities.

- Parking and loading facilities should be properly located, within practical proximity to the primary building entrances, and compatible with public safety needs including policing, traffic safety, and vehicular and pedestrian separation.

- Parking and loading facilities shall be surfaced, drained, lighted, landscaped, environmentally complementary with their surroundings, and attractively designed to meet the circulation needs of vehicles and pedestrians.
- For all buildings and uses hereafter constructed, erected, enlarged, moved, changed in intensity or substantially altered, there shall be provided on the same premises or within reasonable proximity, suitably graded and paved off-street parking and loading areas.

- Cognizant of the desire to preserve open spaces, new surface parking areas shall be judiciously evaluated. Due consideration shall be given for the practicality, and economic feasibility of parking structures when additional parking is proposed.

- On-street parking is discouraged unless off-street parking options do not exist or are physically or functionally unable to be done.

- Each parking area/facility shall be graded, surfaced, drained and maintained throughout the duration of its use to avoid excessive runoff on the Leased Land and properties adjacent to it. Erosion, sedimentation, and pollution problems attendant to runoff must be addressed and ameliorated using accepted drainage and siltation control standards during and after construction.

- Appropriate signs shall be provided in parking areas to direct internal traffic flow in accordance with generally accepted standards.

- All parking areas must provide for disabled persons and must comply with the design standards in the applicable state and federal regulations.

4) Landscaping

Landscaping is intended to provide visual interest and diversity to the campus. Landscaping for new buildings, structures, parking lots, and roads should be complementary of existing landscape features, amenities, and species.

5) Lighting

Outdoor lighting at the campus should provide adequate and safe visibility at comfortable and unobtrusive levels. In order to maintain a cohesive design element and maintain visual quality at the various facilities at the campus, lighting fixtures should be of a complementary style and appearance throughout the Leased Land. Lighting should be designed to appropriately fit proposed uses, i.e. buildings, parking lots, roadways, pedestrian uses, etc.

Section 1 - Roads, Circulation and Access

1.0 Road Classifications & Standards

One of the main elements of an efficient road system is a clear hierarchy of roads which have distinct functions. On the Leased Land, the road system consists of entrance roads, internal campus roads, service roads and driveways. The following types of road exist on the Leased Land.

a) Entrance Roads (County Roads) - Entrance roads serve as the entryways to the campus, and distribute traffic among the internal campus roads.

b) Internal Campus Roads - Internal campus roads carry vehicles destined for specific facilities located within their area, and serve as links between the entrance roads and a facility's entrance or parking area. Internal roads shall have a minimum pavement width of 24'.

c) Driveways and Service Roads - Driveways and Service Roads provide access to a building, parking or service area from internal roads. Since this is their primary function, they should be designed to discourage through traffic. Roads should be designed with a maneuvering area that discourages cars and trucks from backing onto adjoining roads. Driveways and service roads shall have a minimum pavement width of 20'.

Any future road improvements on the Leased Land which impact a county road shall conform to the standards for county roads for that portion of work on the county road. Prudent engineering practices shall be followed for all other roads. All new roads shall provide for the continuation or enhancement of the existing or planned roadway system. They shall be of suitable width and grade to allow access by public safety, and snow and refuse removal vehicles.

1.1 Access Improvements

a) Sidewalks - Sidewalks are to be installed when the type of development warrants their use. A facility's use and its location with respect to parking and public transportation must be considered. Where provided, sidewalks should be a minimum of 4' wide.

b) Bus Access - Proposed roads shall be designed to facilitate bus access to the Leased Land. Specified design elements (i.e. pullouts, sign placement, vicinity of stop to main access of building, etc.) should be coordinated with the Westchester County Department of Public Works and Transportation.

c) Bus Stop Shelters - Potential bus stop shelter locations and shelter designs should be coordinated with the Department of Public Works and Transportation at early planning stages.

d) Intersections shall be designed according to prudent and safe engineering practices.

Section 2 - Setbacks and Height Limitations

This section applies only to new buildings, structures, and parking areas, and not to any existing buildings, structures, or parking.

2.0 Building Setbacks

a) Building Setback from Sprain Brook Parkway shall be 50 feet from the property line of the Leased Land.

b) Building Setbacks from Property Boundaries within the Leased Land - Buildings or structures shall be setback 50 feet from any property boundary shared by the County and any other portions of the Leased Land.

c) Building Setbacks from Internal Campus Roads - Buildings or structures shall be setback 50 feet from the nearest edge of road.

d) Building Setbacks from South Plaza West and South Plaza East - Buildings or structures shall be setback a minimum of 100 feet from the nearest edge of road of South Plaza East or South Plaza West. This is meant to preserve the existing and historic spatial character of the area known as "the Mall" or "the Oval".

e) Building Setbacks from all other driveways and service roads shall be 10'.

f) The Landlord's Building Setbacks from the south end of the Oval shall be 150' from the property boundary.

2.1 Parking Setbacks

a) All parking areas shall be setback 25' from edge of entrance roads and setback 10' from the nearest edge of internal campus roads.

b) The Landlord's Parking Setback from the south end of the Oval shall be 50' from the property boundary.

2.2 Building Height

At a maximum, any new building shall not exceed the height of the existing main hospital tower.

Section 3 - Parking and Loading Facilities

3.0 Minimum Parking Requirements for New Construction

a) As new buildings are proposed, they may have a mix of uses. The parking and loading requirements in Figure 3.1 will be used as a guideline and framework for determining the amount of space required, but the New York Medical College reserves the right to maintain flexibility in decreasing the amount of parking spaces required by use when indicating in the overall parking calculations when single "customers" take advantage of multiple uses or that overall parking demand is shared by uses and can be met with parking provided.

b) The minimum number of parking and loading requirements are indicated in Figure 3.1. The New York Medical College reserves the right to provide modifications to Figure 3.1 as necessary.

c) Unlisted uses Reasonable and appropriate off-street parking and loading requirements for structures and land uses which do not fall within the categories listed or "uses" for which no minimum number of parking spaces is provided, shall be evaluated on a case by case basis in a manner consistent within other listed standards.

d) Waiver of Improvement If it is determined that less than the required number of parking spaces will satisfy the parking needs of a proposed use, up to fifty percent (50%) of the required parking may be left unimproved. However, it shall be expressly demonstrated and designated on the site plan that sufficient land area remains to provide for the full number of required spaces. All unimproved parking areas shall, at a minimum, be maintained as lawn until required for parking. Examples of criteria which will be considered in permitting a waiver include: proximity to and substantial use of public transit, flexible and non-peak operating schedules, and category of use, i.e. major use or accessory use.

3.1 Parking Required for Existing Structures and Uses

a) Parking and loading facilities in excess of what is required to serve the existing structure or uses may be reduced and reassigned to serve other adjacent structures or uses.

b) At the time any existing facility is proposed for expansion or there is a change in the use of an existing structure, parking and loading spaces will be provided in accordance with the requirements of this Section to serve both the existing and proposed uses.

3.2 Temporary Lots

In order to accommodate automobiles displaced by the construction of either permanent parking areas or buildings, additional surface lots may be created provided that they are designed as temporary lots with a minimum amount of improvement (gravel base, minimal lighting). Temporary lots may also be constructed to meet parking demands which cannot immediately be accommodated in existing lots.

The use of a temporary lot should be discontinued as soon as possible after a permanent lot or structure is operational.

3.3 Loading Areas and Service Vehicle Parking Areas

Loading areas generally provide adequate space for an array of types and sizes of vehicles. Each building shall have a designated loading area, if required by the use of the building. For those uses not requiring a loading area, a service vehicle parking area shall be provided instead. This service vehicle parking area may be located in an adjacent parking lot or adjacent to a door used for service.

3.4 Design Standards

a) Size of parking spaces Each parking space shall be at least 8.5 feet wide and 18 feet long unless circumstances such as adjacent structures dictate otherwise.

b) Size of loading spaces The size of loading spaces shall be determined by the nature of the vehicles which will service the facility. Typical loading spaces may be 9' x 20', 10'x 22', or 12' x 50'.

c) Aisles Standard two-way maneuvering aisles between rows of parking spaces shall be at least 20 feet wide. All angled parking other than 90 angle parking shall have a one-way aisle width at a minimum of 13 feet.

d) Size of service/delivery spaces Each space shall be at least 9 feet wide and 20 feet long and be clearly designated as "Reserved for Service and Delivery Vehicles."

e) An access drive to connect parking areas with adjoining roads shall be at least 20'.

f) Location and access to loading areas No off-street loading area shall be located in any front yard. An access drive, at least 12 feet wide, shall be provided to connect loading areas with adjoining roads unless service requirements dictate otherwise. The loading area access drive may also provide access to a parking area provided that the shared access drive has a minimum width of 20 feet.

g) Suitable markings to indicate individual parking spaces, entrances and exits, maneuvering areas, and snow pile storage areas shall be provided in accordance with generally accepted standards.

h) Compact and Van-Pool Spaces Where at least 30 parking spaces are provided for the sole use of employees on a non-transient basis (motor vehicle parked at least 3 hours in the same space), a portion of these parking spaces may be designed and reserved for compact cars, or any area to be designed and reserved for cars and vans used for car pooling.

- Compact car parking spaces shall measure at least 8 feet wide and 15 feet long, with an aisle at least 20 feet in width, and parking spaces for van pooling shall measure at least 9 feet wide and 20 feet long, with an aisle at least 20 feet in width.

- Parking spaces for compact cars and car pool vehicles shall be conveniently located for both vehicular and pedestrian access and grouped in a limited number of locations, in order to attract users. Such parking spaces shall not be scattered about the premises.

- Clear and distinctive signing shall be provided to identify compact car and car pooling areas.

i) Signage - Appropriate signs shall be provided in parking areas to direct internal traffic flow in accordance with generally accepted standards.

Figure 3.1
Parking and Loading Requirements

USES	MINIMUM NUMBER OF PARKING SPACES		MINIMUM NUMBER OF LOADING SPACES	
	Per 1,000 SF or major portion thereof of gross floor area (GFA)	Other	First Space Req'd at: (GFA)	Add'l space every: (GFA)
Hospital • Inpatient • Outpatient/ Medical Office	4	1.8 per bed	10,000 SF*	100,000 SF*
Long-Term Care • Skilled nursing • Ass't. Living • Independent Living		.75 per bed .5 spaces per dwelling unit .75 spaces per dwelling unit	10,000 SF*	100,000 SF*
Residential • Dormitories/Rooms • Multiple Residences		1 per bed 1 per dwelling unit + 0.5 per bedroom	10,000 SF*	100,000 SF*
Any office other than medical	3.3		10,000 SF*	100,000 SF*
Hotel	1 per guest room			
Research Lab	2.5		10,000 SF*	100,000 SF*
Public Utility Bldg., Laundry, Vehicle Garage, Maint. Facilities		1 per day shift employee + 1 per overnight/fleet vehicle	10,000 SF*	100,000 SF*
Storage & Warehouse		1 per day shift employee	5,000 SF*	40,000 SF*
Classroom Bldg.		1 per 5 seats	10,000 SF*	100,000 SF*
Recreation Facility	5		*	*
Day Care Center		1 per staff member + 1 per 5 children	*	*
General Retail	4		10,000 SF*	20,000 SF*
Public Assembly Areas, Meeting/ Banquet Room	10		*	*
Auditorium/Training Ctr.		1 per 3 seats	*	*
Library	3		*	*

* No loading spaces are required unless this use is in a separate structure.

Section 4 - Landscaping

4.0 Landscaping of Internal Roads

All new internal campus roads shall be planted with trees at 3" caliper minimum spaced a maximum of 50' on center.

4.1 Landscaping of Surface Parking Areas

a) All surface parking areas shall be landscaped with appropriate trees and other plant materials tolerant of parking lot conditions and requiring low maintenance.

b) One street tree per 10 parking spaces shall be allocated and incorporated in surface parking plans. Trees shall be a minimum of 3" caliper at time of planting and limbed up seven feet from existing grade.

c) At least 15% of the total surface parking area shall be landscaped. Minimum island width for cars parked head to head shall be 10 feet and for cars parked side to side shall be 6 feet.

4.2 Landscaping of Loading Areas

a) Loading areas shall be screened to a height of not less than 6' with evergreen plant materials, mounding, walls, or any combination thereof.

b) Materials selected shall be durable and appropriate for the use generated by loading areas.

4.3 Building Landscaping

There shall be no strict requirements for building landscaping other than building landscaping shall be incorporated into an overall concept that complements both the building and surrounding area.

4.4 Landscaping Exception

Landscaping requirements described above may be modified, in consultation with the Westchesester County Department of Planning, where existing land use, topography, landscaping or other physical conditions may make unnecessary these requirements.

Section 5 - Lighting

5.0 Illumination Criteria

Recommended levels of illumination for the exterior areas of the leased land:

Area	Illumination Level (FC)
Internal Roadways	1 fc
Building Driveways	2 fc
Parking Areas	2 fc
Pedestrian Walkways	2 fc
Building Entrance	10 fc
Service Areas	2 fc

SCHEDULE "J"

AUTHORIZING LOCAL LAW AND RESOLUTION

(To be attached.)

RESOLUTION NO. - 2022

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. -2022 entitled "A LOCAL LAW authorizing the County of Westchester to amend lease agreements with New York Medical College for the County-owned buildings known as: 1) Sunshine Cottage, 2) Vosburgh Pavilion, and 3) the Old Commissioner's House, located on the Grasslands Campus in the Valhalla section of the Town of Mt. Pleasant, New York." The public hearing will be held at _____ . m. on the _____ day of _____, 2022 in the Chambers of the Board of Legislators, 8th Floor, Michaelian Office Building, White Plains, New York. The Clerk of the Board shall cause notice of the time and date of such hearing to be published at least once in one or more newspapers published in the County of Westchester and selected by the Clerk of the Board for that purpose in the manner and time required by law.

HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER

Your Committee is in receipt of a communication from the County Executive recommending approval of a legislative package which contains the following:

i) a Local Law authorizing the County of Westchester (the "County") to terminate its 1982 lease with the New York Medical College ("NYMC") for the building known as Munger Pavilion and pursuant to the Laws of Westchester County ("LWC") Section 104.11(5)(b) simultaneously enter into a new lease agreement with NYMC for the Munger Pavilion and for approximately 17.58 acres of County-owned property located at the Grasslands Campus (also known as the Grasslands Reservation and the Valhalla Campus at Grasslands) in the Valhalla section of the Town of Mt. Pleasant, New York (the "Property") and authorize the demolition of the building known as Munger Pavilion and authorize NYMC to construct a new building in its place (the "Lease Agreement");

ii) a Local Law amending LWC Section 104.11(5)(f) to provide the County with authority to lease the Property to NYMC for a term of ninety-nine (99) years, which exceeds the thirty (30) year limitation of lease terms set forth therein; and

iii) a Local Law pursuant to LWC Section 104.11(5)(b) authorizing the County to amend three (3) existing building leases with NYMC for the buildings on the Grasslands Campus known as Sunshine Cottage, Vosburgh Pavilion and the Old Commissioner's House, respectively (collectively the "Lease Amendments"), in order to (a) remove any obligations the County has to maintain the land surrounding those three (3) buildings as all of that land will be part of the Property that NYMC will be required to maintain pursuant to the terms of the Lease Agreement, and (b) add the land located beneath each of the three (3) buildings to their respective leases as they are currently solely building leases.

Copies of the proposed Lease Agreement and the three (3) Lease Amendments are transmitted herewith.

BACKGROUND:

Pursuant to Local Law No. 6-1981, your Honorable Board authorized the County to amend LWC Section 104.11(5)(f) to provide the County with authority to lease four (4) buildings to NYMC for a period up to sixty (60) years including options. Thereafter, pursuant to Local Law No. 1-1982, your Honorable Board authorized the County to enter into building leases with NYMC for four (4) buildings located on the Grasslands Campus known as: 1) Sunshine Cottage, 2) Vosburgh Pavilion, 3) Munger Pavilion, and 4) the Old Commissioner's House. Each lease was for a term of thirty (30) years with NYMC having the option to renew for an additional thirty (30) year term. Each lease was duly executed and NYMC in 2011 exercised its options to extend each lease for additional term of thirty (30) years, through January 28, 2042.

RENT AND TERMS OF THE LEASE:

Pursuant to the proposed ninety-nine (99) year Lease Agreement, the County shall lease the Property to NYMC, Munger Pavilion shall be demolished and NYMC shall construct a new building in its place (the "New Building"). For consideration of the Lease Agreement, NYMC shall pay the County, as rent, the sum of One Dollar ($1.00) per year until the issuance of a temporary certificate of occupancy ("TCO") for the New Building. Thereafter, upon the date of issuance of the first TCO for the New Building and continuing for the next thirty (30) years of the Lease Agreement, NYMC shall pay the County, annually as rent, two and a half percent (2.5%) of gross revenue (as defined in Section 2.03 of the Lease Agreement) for the New Building. Commencing in lease year thirty-one (31) until the expiration or termination of the Lease Agreement, NYMC shall pay the County, annually as rent, four and a half percent (4.5%) of the gross revenue for the New Building. The Lease Agreement will be triple net with NYMC being solely responsible for all expenses, utilities and other monetary charges in connection with the Property, including, but not limited to, all maintenance and repairs of the Property, which the County is currently responsible for under the terms of the existing building leases. Pursuant to terms of the Lease Agreement, all plans and specifications for the New Building shall be subject to the joint review and approval by the Commissioners of Public Works & Transportation and Planning, and NYMC must complete construction of the New Building within five (5) years after the date that all approvals for the New Building have become final and unappealable.

NYMC shall also pay the County Thirty Thousand Three Hundred ($30,300) Dollars annually for the first thirty (30) years of the Lease Agreement for use of approximately 1.93 acres of land located at the corner of Hammond House Road, which is part of the Property and which cannot be developed by NYMC and shall remain as open space. Also, NYMC will reimburse the County for fifty percent (50%) of the cost of the appraisal for the Property and for fifty percent (50%) of any future appraisals that may be required under the Lease Agreement.

Pursuant to the terms of the Lease Agreement, NYMC shall be required to continuously offer a graduate course of study in the health care field and must use the Property exclusively for the administration and operation of a duly licensed and accredited health sciences college or university including, but not limited to, a medical school, and for related educational, research, health, medical, paramedical, biomedical, health science, and/or dental purposes, including parking, room and board for students, administrators, faculty, residents and medical staff and related services. Any proposal by NYMC to use the Property for other purposes or to erect any other structures on the Property other than the New Building, shall be subject to both reasonable approval by the County Executive and approval by your Honorable Board, in its sole discretion.

Should NYMC seek to amend the permitted uses identified in the Lease to include market rate residential units, NYMC agrees that at least twenty percent (20%) of said units, if approved by the County, shall be affordable housing units that comply with the County's Affordable Housing program.

In addition, the County reserves the right to construct a portion of the Tarrytown-Kensico Trailway within the right-of-way of any County road without the prior approval of NYMC, and further, subject to reasonable approval by NYMC, the County has the right to improve the Property to create a portion of the Trailway. The County may improve other property owned by NYMC to create a portion of the Trailway, subject to NYMC's prior written approval.

Pursuant to the terms of the Lease Agreement, NYMC may assign the Lease in whole or part or sublet all or portion of the New Building without further County approval to: i) any Affiliate; ii) a Developer as that term is defined in Article 16 of the Lease Agreement for

construction and operation of the New Building; iii) to students, administrators, faculty, medical residents, or medical staff for housing purposes, iii) to physicians for use as professional offices; iv) to the Westchester Institute of Human Development for office space; and v) any other party for a sublease of up to 5,000 square feet of space in the New Building. All other assignments or sublets shall require approval of the County. The NYMC also has the right to assign the Lease without the County's consent to any domestic duly chartered and accredited college, university or other educational institution or not-for-profit corporation, into or with which Tenant may be merged or consolidated and to any educational institution which shall be an affiliate parent or successor to NYMC.

In addition, and pursuant to the terms of the proposed Lease Agreement, NYMC agrees that it shall ensure that all labor used to construct the New Building and all other related work to be performed pursuant to the proposed Lease Agreement shall be paid at a rate of at least Twenty Dollars ($20.00) per hour, which minimum hourly wage shall be adjusted yearly by the percentage change in CPI over the immediately preceding calendar year. NYMC further agrees that it shall enter into contracts for at least Thirty-Six Million ($36,000,000.00) Dollars ("Base Amount") pursuant to which either union labor (unionized building and construction trades) is utilized and/or prevailing wage rates are paid for the relevant trades in accordance with the Prevailing Wage Schedule for Westchester County published by the Bureau of Public Works for the New York State Department of Labor to construct the New Building and all other work related to construction of the New Building to be performed pursuant to this Lease ("Wage Requirement").

The Wage Requirement shall be contingent upon the following occurring:

(a) The County shall perform the demolition and remediation of Munger Pavilion at its sole cost and expense; and

(b) The Westchester County Industrial Development Agency ("IDA") shall provide NYMC with a sales tax exemption and mortgage tax exemption (collectively, the "IDA Benefits") in connection with NYMC's construction of the New Building.

Additionally, the County may, at its sole cost and expense perform certain site work in connection with NYMC's construction of the New Building in the area immediately adjacent to the New Building. The County's site work shall be mutually agreed upon by the parties on a

future date, and may include: (1) Addressing Vosburgh Pavilion and Sunshine Cottage buildings to the extent impacted by demolition, remediation or site work such that these buildings can meet building code requirements; (2) Land clearing, grading and filling including demolition and removal of all existing foundations, underground tunnels, retaining walls, and impervious surfaces including the disposal of any fill/excavated materials; (3) Removal, relocation and/or upgrading impacted utilities within the subject area, including storm water management; (4) Modifying existing roadways and installation and/or repair of surrounding sidewalks, curbing, stairs, rails, pavement, lighting, or landscaping along roads surrounding the subject area; and (5) Construction of any required public spaces.

Furthermore, pursuant to the terms of the proposed Lease Agreement, the County and NYMC agree to, separately and in partnership with each other, pursue public investment in connection with the construction of the New Building and all other work related to construction of the New Building to be performed pursuant to the Lease Agreement. The public investment ("Public Investment") may include other Federal, New York State, County or local government financial assistance, but shall not include (i) any public, IDA, or Westchester County Local Development Corporation debt financing that NYMC receives and which NYMC is required to pay back, or (ii) the IDA Benefits and/or the County's costs for the work in Section 28.01(a).

Lastly, pursuant to the terms of the proposed Lease Agreement, the parties further agree that for every One Million ($1,000,000.00) Dollars of Public Investment received by NYMC, the Base Amount of the Wage Requirement shall be increased by an additional Five Million ($5,000,000.00) Dollars.

TERMS OF THE LEASE AMENDMENTS:

The current lease for Munger Pavilion shall be mutually terminated by the County and NYMC upon execution of the Lease Agreement. The leases for Sunshine Cottage, Vosburgh Pavilion, and the Old Commissioner's House shall remain in full force and effect for the duration of their respective terms, but will be amended in in order to: i) remove any obligations the County has to maintain the land surrounding each of those three (3) buildings as all of that land

will be part of the Property which NYMC will be required to maintain pursuant to the Lease Agreement; and ii) add the land located beneath each of the three (3) buildings to their respective leases.

ADDITIONAL CONDITIONS:

As your Honorable Board will recall, on December 30, 1998, the County and the Westchester County Health Care Corporation ("WCHCC") entered into a Restated and Amended Lease Agreement ("Restated Lease"), affecting, among other things, the Grasslands Campus. Pursuant to Article XX, Section 20.2(a) of the Restated Lease, the WCHCC is vested with a right of first refusal in connection with the sale, lease, license or commercial arrangement of all or any portion of the Grasslands Campus which is not included within the premises leased to WCHCC, for which the County receives a bona fide written offer that the County desires to accept. The Property is subject to this provision. In accordance with Article XX of the Restated Lease, the proposed Lease Agreement shall be transmitted to WCHCC for its consideration.

SEQRA:

The Planning Department has advised that based on its review, the proposed lease is classified as an "Unlisted" action under the State Environmental Quality Review Act ("SEQRA"). A Resolution, along with a short Environmental Assessment Form prepared by the Planning Department, is attached to assist your Honorable Board in complying with SEQRA. Should your Honorable Board conclude that the proposed action will not have any significant impact on the environment; it must approve the Resolution adopting a Negative Declaration prior to enacting the proposed Local Laws.

PERMISSIVE REFERENDUM:

Your Committee has been advised that because the term of the proposed Lease Agreement exceeds the thirty (30) year limitation of terms contained in the LWC Section 104.11(5)(f), a Local Law amending Section 104.11(5)(f) is required. Your Committee has been further advised that pursuant the LWC Section 209.171(7), the attached Local Law amending LWC Section

104.11(5)(f) is subject to permissive referendum, because it changes a provision of law relating to the sale, exchange or leasing of County property. Consequently, the proposed Local Law amending LWC Section 104.11(5)(f) 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 number of qualified electors required by law. Because the proposed Lease Agreement has a term longer than thirty (30) years, the Local Law approving the Lease Agreement cannot take effect until the effective date of the amendment to LWC Section 104.11(5)(f).

ACTION REQUIRED:

To summarize, three (3) Local Laws are being transmitted for your Honorable Board's consideration: (1) a Local Law amending Section 104.11(5)(f) because the proposed lease term exceeds the thirty (30) year limitation; (2) a Local Law authorizing the County to terminate its 1982 lease with NYMC for Munger Pavilion and pursuant to Section 104.11(5)(b) authorizing the County to enter into a new ninety-nine (99) year Lease Agreement with NYMC, and (3) a Local Law pursuant to Section 104.11(5)(b) authorizing the County to amend the 1982 lease agreements for a) Sunshine Cottage, b) Vosburgh Pavilion, and c) the Old Commissioner's House.

Your Committee has been advised that passage of the Local Law amending Section 104.11(5)(f) requires an affirmative vote of not less than a majority of the voting strength of your Honorable Board, that the Local Law authorizing the lease of the Premises pursuant to Section 104.11(5)(b) requires an affirmative vote of not less than two-thirds of the voting strength of your Honorable Board, and that the Local Law authorizing amendments to the three (3) lease agreements pursuant to Section 104.11(5)(b) requires an affirmative vote of not less than two-thirds of the voting strength of your Honorable Board.

As noted above, your Committee has been advised that if your Honorable Board agrees with this proposed transaction, then it should pass the SEQRA resolution first, the local law amending Section 104.11(5)(f) second, the Local Law approving the Lease Agreement pursuant to Section 104.11(5)(b) third, and the Local Law authorizing amendments to the three (3) lease agreements pursuant to Section 104.11(5)(b) fourth.

Also attached are four (4) Resolutions, one in connection with SEQRA, and one for each Local Law authorizing a Public Hearing as required by §209.141(4) of the Westchester County Administrative Code.

Your Committee believes that the leasing of this Property to NYMC for the creation of a campus and construction of a new building to replace Munger Pavilion will be of great benefit to the County of Westchester. Therefore, your Committee recommends the favorable action of your Honorable Board on the annexed proposed legislation.

Dated: October 17th, 2022
White Plains, New York

C: jpi 10.12..2022

COMMITTEE ON

Budget & Appropriations

Dated: October 17, 2022
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

FISCAL IMPACT STATEMENT

SUBJECT: New York Medical College Lease ☐ **NO FISCAL IMPACT PROJECTED**

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

☒ GENERAL FUND ☐ AIRPORT FUND ☐ SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense $ -

Total Current Year Revenue $ 32,800

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

☐ Additional Appropriations ☐ Other (explain)

Identify Accounts: Expense account TBD

101-46-3400-9282 Revenue Account

Potential Related Operating Budget Expenses: Annual Amount

Describe: Contingent upon tenant meeting wage requirements per Sec. 28.01 of lease, the County shall perform demolition and remediation of the leased building. Cost is estimated at $5,500,000.

Potential Related Operating Budget Revenues: Annual Amount

Describe: 50% of the appraisal cost $2,500; $30,300 annually for open space rent; 2.5% of gross revenue for the new building commencing upon issuance of TCO, annually thereafter through year 30; and for years 31 to 99, the County will receive 4.5% of gross revenue.

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

Current Year:

Next Four Years:

Prepared by: Lawrence Soule

Title: Budget Director

Department: Budget

Date: October 16, 2022

Reviewed By: Lawrence Soule

Budget Director

Date: 10/17/22

LOCAL LAW INTRO. NO. ____ - 2022

A Local Law authorizing the County of Westchester to amend lease agreements with New York Medical College for the County-owned buildings known as: 1) Sunshine Cottage, 2) Vosburgh Pavilion, and 3) the Old Commissioner's House, located on the Grasslands Campus in the Valhalla section of the Town of Mt. Pleasant, New York.

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

Section 1. The County of Westchester ("County") is hereby authorized to amend lease agreements with New York Medical College for the County-owned buildings known as: 1) Sunshine Cottage, 2) Vosburgh Pavilion, and 3) the Old Commissioner's House, located on the Grasslands Campus (also known as the Grasslands Reservation and the Valhalla Campus at Grasslands) in the Valhalla section of the Town of Mt. Pleasant, New York in order to include the land located beneath each of the three (3) aforementioned buildings as part of their respective leases and also to remove any obligations or responsibilities that the County has to maintain the land surrounding these buildings.

§2. The County Executive or his authorized designee is hereby authorized to execute any instruments and to take any action necessary and appropriate to effectuate the purposes hereof.

§3. This Local Law shall take effect upon the effective date of Local Law Intro. No. ___-2022 entitled "A Local Law amending Section 104.11(5)(f) of the Laws of Westchester County to provide the County of Westchester authority to enter into a lease agreement for approximately 17.58 acres of County-owned property located in the Grasslands Campus in the Valhalla section of the

Town of Mt. Pleasant, New York with New York Medical College, its successors or assigns, for a term not to exceed ninety-nine (99) years."

AMENDMENT TO LEASE AGREEMENT
(Sunshine Cottage)

THIS AMENDMENT TO THE AGREEMENT OF LEASE, dated as of _____, 2022 (hereinafter, "this Amendment"), by and between

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and principal place of business at the Michaelian Office Building, 148 Martine Avenue, White Plains, NY 10601 ("County" or "Landlord")

and

NEW YORK MEDICAL COLLEGE, a not-for-profit corporation organized and existing under the laws of the State of New York, having an office and principal place of business at Administration Building, Sunshine Cottage Road, Valhalla, New York 10595 ("NYMC" or "Tenant").

The County and the NYMC hereinafter referred to each as a "Party" or collectively as the "Parties".

WITNESSETH

WHEREAS, on or about January 29, 1982, the County and the NYMC entered into four (4) lease agreements for the lease by NYMC of four (4) County-owned buildings located at Grasslands Reservation in Valhalla, New York ("Grasslands Reservation") known as: (i) Munger Pavilion, (ii) Sunshine Cottage, (iii) Vosburgh Pavilion and (iv) the Old Commissioner's House. (The aforementioned lease for the Munger Pavilion shall be referred to hereinafter as the "1982 Munger Lease" and the leases for Sunshine Cottage, Vosburgh Pavilion and the Old Commissioner's House shall be collectively referred to hereinafter as the "Other 1982 Building Leases"); and

WHEREAS, the Other 1982 Building Leases and the 1982 Munger Lease each commenced on January 29, 1982 with thirty (30) year terms, and were each renewed for an additional thirty (30) years on January 29, 2012; and

WHEREAS, on even date herewith, the Parties mutually terminated the 1982 Munger Lease early and entered into a new ninety-nine (99) year lease agreement (hereinafter the "New Munger Lease") for the Munger Pavilion and the land surrounding each of the four (4) above named County-owned buildings at the Grasslands Reservation; and

WHEREAS, the Other 1982 Building Leases remain in full force and effect, however, the parties wish to amend each of the Other 1982 Building Leases in in order to reflect that the land surrounding the four (4) above named County-owned buildings at the Grasslands Reservation (the "New Munger Lease Land") are now part of and subject to the terms and conditions contained in the New Munger Lease, and that the County shall have no further

obligations for repair or maintenance of the New Munger Lease Land, except as specifically set forth in the New Munger Lease, and in order to amend the description of the leased premises as they are defined in the Other 1982 Building Leases, to include the land upon which the Sunshine Cottage, Vosburgh Pavilion and the Old Commissioner's House are located, respectively; and

WHEREAS, by Local Law No. _____ of the Westchester County Board of Legislators approved on _____ and Resolution of the Westchester County Board of Acquisition and Contract approved on _____ the County is authorized to enter into this Amendment of Lease in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, the Parties agree as follows:

1. The parties acknowledge and agree that, the lease for the building known as Sunshine Cottage (the "Lease") is hereby amended in order to reflect that the New Munger Lease Land is now part of and subject to the terms and conditions contained in the New Munger Lease, and that the County shall have no further obligations for repair or maintenance of the New Munger Lease Land, except as specifically set forth in the New Munger Lease. Therefore, the last sentence in the second paragraph of Section 4.01, and the entirety of Sections 1.01.2, 4.03 and 5.02 of the Lease are hereby deleted.

2. The parties acknowledge and agree that, the Lease is hereby further amended in order to amend the description of the leased premises as it is defined in the Lease to include the land upon which Sunshine Cottage is located is a part of the leased area and make it a part of and subject to the Lease. Therefore, Section 1.01.1 of the Lease, entitled "Demised Premises" is hereby revised in order to add and incorporate the land upon which Sunshine Cottage is located as a portion of the Demised Premises.

3. The provisions of the New Munger Lease that relate to the use, maintenance and/or repair of the New Munger Lease Land are hereby incorporated into and made a part of the Lease. If there is any conflict between the provisions of the Lease and the New Munger Lease as they relate to the use, maintenance and/or repair of the New Munger Lease Land and any improvements constructed or placed thereupon or under, the provisions of the New Munger Lease shall govern.

4. Except as amended herein, all of the other terms, covenants and conditions of the Lease, as amended, are and shall remain in full force and effect and are hereby ratified and confirmed.

5. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

[NO FURTHER TEXT ON THIS PAGE. SIGNATURE PAGE FOLLOWS].

IN WITNESS WHEREOF, the NYMC and the County have executed this Amendment to the Lease Agreement as of the day and year first above written.

THE COUNTY OF WESTCHESTER

By: _____
Name:
Title:

NEW YORK MEDICAL COLLEGE

By:_____
Name:
Title:

Authorized by the Westchester County Board of Legislators by Local Law _____ at a meeting held on _____, 2022.

Authorized by the Board of Acquisition and contract of the County of Westchester at a meeting held on _____, 2022.

Approved:

_____
Sr. Assistant County Attorney
County of Westchester

s:JPI/DPW/NYMC/Lease.Amendment.Sunshine.Cottage.4.21.22

UNIFORM CERTIFICATE OF ACKNOWLEDGMENT

(NYMC)

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

On this _____ day of _____, 2022 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

CERTIFICATE OF AUTHORITY
(NYMC)

I, _____,
(Officer other than officer signing contract)

certify that I am the _____ of
(Title)

_____
(Name of Corporation)

a corporation duly organized and in good standing under the _____
(Law under which organized, e.g., the New York Business Corporation Law) named in the foregoing agreement; that

_____
(Person executing agreement)

who signed said agreement on behalf of the _____
(Name of Corporation)

was, at the time of execution

_____
(Title of such person)

of the Corporation and that said agreement was duly signed for and on behalf of said Corporation by authority of its Board of Directors, thereunto duly authorized and that such authority is in full force and effect at the date hereof.

_____
(Signature)

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

On the _____ day of _____ in the year 2021 before me, the undersigned, a Notary Public in and for said State, _____personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the officer described in and who executed the above certificate, who being by me duly sworn did depose and say that he/she resides at _____, and he/she is an officer of said corporation; that he/she is duly authorized to execute said certificate on behalf of said corporation, and that he/she signed his/her name thereto pursuant to such authority.

_____
Notary Public
Date

AMENDMENT TO LEASE AGREEMENT
(Vosburgh Pavilion)

THIS AMENDMENT TO THE AGREEMENT OF LEASE, dated as of _____, 2022 (hereinafter, "this Amendment"), by and between

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and principal place of business at the Michaelian Office Building, 148 Martine Avenue, White Plains, NY 10601 ("County" or "Landlord")

and

NEW YORK MEDICAL COLLEGE, a not-for-profit corporation organized and existing under the laws of the State of New York, having an office and principal place of business at Administration Building, Sunshine Cottage Road, Valhalla, New York 10595 ("NYMC" or "Tenant").

The County and the NYMC hereinafter referred to each as a "Party" or collectively as the "Parties".

WITNESSETH

WHEREAS, on or about January 29, 1982, the County and the NYMC entered into four (4) lease agreements for the lease by NYMC of four (4) County-owned buildings located at Grasslands Reservation in Valhalla, New York ("Grasslands Reservation") known as: (i) Munger Pavilion, (ii) Sunshine Cottage, (iii) Vosburgh Pavilion and (iv) the Old Commissioner's House. (The aforementioned lease for the Munger Pavilion shall be referred to hereinafter as the "1982 Munger Lease" and the leases for Sunshine Cottage, Vosburgh Pavilion and the Old Commissioner's House shall be collectively referred to hereinafter as the "Other 1982 Building Leases"); and

WHEREAS, the Other 1982 Building Leases and the 1982 Munger Lease each commenced on January 29, 1982 with thirty (30) year terms, and were each renewed for an additional thirty (30) years on January 29, 2012; and

WHEREAS, on even date herewith, the Parties mutually terminated the 1982 Munger Lease early and entered into a new ninety-nine (99) year lease agreement (hereinafter the "New Munger Lease") for the Munger Pavilion and the land surrounding each of the four (4) above named County-owned buildings at the Grasslands Reservation; and

WHEREAS, the Other 1982 Building Leases remain in full force and effect, however, the parties wish to amend each of the Other 1982 Building Leases in in order to reflect that the land surrounding the four (4) above named County-owned buildings at the Grasslands Reservation (the "New Munger Lease Land") are now part of and subject to the terms and conditions contained in the New Munger Lease, and that the County shall have no further

obligations for repair or maintenance of the New Munger Lease Land, except as specifically set forth in the New Munger Lease, and in order to amend the description of the leased premises as they are defined in the Other 1982 Building Leases, to include the land upon which the Sunshine Cottage, Vosburgh Pavilion and the Old Commissioner's House are located, respectively; and

WHEREAS, by Local Law No. _____ of the Westchester County Board of Legislators approved on _____ and Resolution of the Westchester County Board of Acquisition and Contract approved on _____ the County is authorized to enter into this Amendment of Lease in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, the Parties agree as follows:

1. The parties acknowledge and agree that, the lease for the building known as Vosburgh Pavilion (the "Lease") is hereby amended in order to reflect that the New Munger Lease Land is now part of and subject to the terms and conditions contained in the New Munger Lease, and that the County shall have no further obligations for repair or maintenance of the New Munger Lease Land, except as specifically set forth in the New Munger Lease. Therefore, the last sentence in the second paragraph of Section 4.01, and the entirety of Sections 1.01.2, 4.03 and 5.02 of the Lease are hereby deleted.

2. The parties acknowledge and agree that, the Lease is hereby further amended in order to amend the description of the leased premises as it is defined in the Lease to include the land upon which Vosburgh Pavilion is located is a part of the leased area and make it a part of and subject to the Lease. Therefore, Section 1.01.1 of the Lease, entitled "Demised Premises" is hereby revised in order to add and incorporate the land upon which Vosburgh Pavilion is located as a portion of the Demised Premises.

3. The provisions of the New Munger Lease that relate to the use, maintenance and/or repair of the New Munger Lease Land are hereby incorporated into and made a part of the Lease. If there is any conflict between the provisions of the Lease and the New Munger Lease as they relate to the use, maintenance and/or repair of the New Munger Lease Land and any improvements constructed or placed thereupon or under, the provisions of the New Munger Lease shall govern.

4. Except as amended herein, all of the other terms, covenants and conditions of the Lease, as amended, are and shall remain in full force and effect and are hereby ratified and confirmed.

5. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

[NO FURTHER TEXT ON THIS PAGE. SIGNATURE PAGE FOLLOWS].

IN WITNESS WHEREOF, the NYMC and the County have executed this Amendment to the Lease Agreement as of the day and year first above written.

THE COUNTY OF WESTCHESTER

By: _____
Name:
Title:

NEW YORK MEDICAL COLLEGE

By:_____
Name:
Title:

Authorized by the Westchester County Board of Legislators by Local Law _____ at a meeting held on _____, 2022.

Authorized by the Board of Acquisition and contract of the County of Westchester at a meeting held on _____, 2022.

Approved:

_____
Sr. Assistant County Attorney
County of Westchester

s:JPI/DPW/NYMC/Lease.Amendment.Vosburgh.Pavilion.4.21.22

UNIFORM CERTIFICATE OF ACKNOWLEDGMENT

(NYMC)

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

On this _____ day of _____, 2022 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

CERTIFICATE OF AUTHORITY
(NYMC)

I, _____,
(Officer other than officer signing contract)

certify that I am the _____ of
(Title)

_____
(Name of Corporation)

a corporation duly organized and in good standing under the _____
(Law under which organized, e.g., the New York Business Corporation Law) named in the foregoing agreement; that

_____
(Person executing agreement)

who signed said agreement on behalf of the _____
(Name of Corporation)

was, at the time of execution

_____
(Title of such person)

of the Corporation and that said agreement was duly signed for and on behalf of said Corporation by authority of its Board of Directors, thereunto duly authorized and that such authority is in full force and effect at the date hereof.

_____
(Signature)

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

On the _____ day of _____ in the year 2021 before me, the undersigned, a Notary Public in and for said State, _____personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the officer described in and who executed the above certificate, who being by me duly sworn did depose and say that he/she resides at _____, and he/she is an officer of said corporation; that he/she is duly authorized to execute said certificate on behalf of said corporation, and that he/she signed his/her name thereto pursuant to such authority.

_____
Notary Public
Date

AMENDMENT TO LEASE AGREEMENT
(Old Commissioner's House)

THIS AMENDMENT TO THE AGREEMENT OF LEASE, dated as of _____, 2022 (hereinafter, "this Amendment"), by and between

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and principal place of business at the Michaelian Office Building, 148 Martine Avenue, White Plains, NY 10601 ("County" or "Landlord")

and

NEW YORK MEDICAL COLLEGE, a not-for-profit corporation organized and existing under the laws of the State of New York, having an office and principal place of business at Administration Building, Sunshine Cottage Road, Valhalla, New York 10595 ("NYMC" or "Tenant").

The County and the NYMC hereinafter referred to each as a "Party" or collectively as the "Parties".

WITNESSETH

WHEREAS, on or about January 29, 1982, the County and the NYMC entered into four (4) lease agreements for the lease by NYMC of four (4) County-owned buildings located at Grasslands Reservation in Valhalla, New York ("Grasslands Reservation") known as: (i) Munger Pavilion, (ii) Sunshine Cottage, (iii) Vosburgh Pavilion and (iv) the Old Commissioner's House. (The aforementioned lease for the Munger Pavilion shall be referred to hereinafter as the "1982 Munger Lease" and the leases for Sunshine Cottage, Vosburgh Pavilion and the Old Commissioner's House shall be collectively referred to hereinafter as the "Other 1982 Building Leases"); and

WHEREAS, the Other 1982 Building Leases and the 1982 Munger Lease each commenced on January 29, 1982 with thirty (30) year terms, and were each renewed for an additional thirty (30) years on January 29, 2012; and

WHEREAS, on even date herewith, the Parties mutually terminated the 1982 Munger Lease early and entered into a new ninety-nine (99) year lease agreement (hereinafter the "New Munger Lease") for the Munger Pavilion and the land surrounding each of the four (4) above named County-owned buildings at the Grasslands Reservation; and

WHEREAS, the Other 1982 Building Leases remain in full force and effect, however, the parties wish to amend each of the Other 1982 Building Leases in in order to reflect that the land surrounding the four (4) above named County-owned buildings at the Grasslands Reservation (the "New Munger Lease Land") are now part of and subject to the terms and conditions contained in the New Munger Lease, and that the County shall have no further

obligations for repair or maintenance of the New Munger Lease Land, except as specifically set forth in the New Munger Lease, and in order to amend the description of the leased premises as they are defined in the Other 1982 Building Leases, to include the land upon which the Sunshine Cottage, Vosburgh Pavilion and the Old Commissioner's House are located, respectively; and

WHEREAS, by Local Law No. _____ of the Westchester County Board of Legislators approved on _____ and Resolution of the Westchester County Board of Acquisition and Contract approved on _____ the County is authorized to enter into this Amendment of Lease in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, the Parties agree as follows:

1. The parties acknowledge and agree that, the lease for the building known as the Old Commissioner's House (the "Lease") is hereby amended in order to reflect that the New Munger Lease Land is now part of and subject to the terms and conditions contained in the New Munger Lease, and that the County shall have no further obligations for repair or maintenance of the New Munger Lease Land, except as specifically set forth in the New Munger Lease. Therefore, the last sentence in the second paragraph of Section 4.01, and the entirety of Sections 1.01.2, 4.03 and 5.02 of the Lease are hereby deleted.

2. The parties acknowledge and agree that, the Lease is hereby further amended in order to amend the description of the leased premises as it is defined in the Lease to include the land upon which the Old Commissioner's House is located is a part of the leased area and make it a part of and subject to the Lease. Therefore, Section 1.01.1 of the Lease, entitled "Demised Premises" is hereby revised in order to add and incorporate the land upon which the Old Commissioner's House is located as a portion of the Demised Premises.

3. The provisions of the New Munger Lease that relate to the use, maintenance and/or repair of the New Munger Lease Land are hereby incorporated into and made a part of the Lease. If there is any conflict between the provisions of the Lease and the New Munger Lease as they relate to the use, maintenance and/or repair of the New Munger Lease Land and any improvements constructed or placed thereupon or under, the provisions of the New Munger Lease shall govern.

4. Except as amended herein, all of the other terms, covenants and conditions of the Lease, as amended, are and shall remain in full force and effect and are hereby ratified and confirmed.

5. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

[NO FURTHER TEXT ON THIS PAGE. SIGNATURE PAGE FOLLOWS].

IN WITNESS WHEREOF, the NYMC and the County have executed this Amendment to the Lease Agreement as of the day and year first above written.

THE COUNTY OF WESTCHESTER

By: _____
Name:
Title:

NEW YORK MEDICAL COLLEGE

By:_____
Name:
Title:

Authorized by the Westchester County Board of Legislators by Local Law _____ at a meeting held on _____, 2022.

Authorized by the Board of Acquisition and contract of the County of Westchester at a meeting held on _____, 2022.

Approved:

_____
Sr. Assistant County Attorney
County of Westchester

s:JPI/DPW/NYMC/Lease.Amendment.Old.Commissioner's.House.4.21.22

UNIFORM CERTIFICATE OF ACKNOWLEDGMENT

(NYMC)

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

On this _____ day of _____, 2022 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

CERTIFICATE OF AUTHORITY
(NYMC)

I, _____,
(Officer other than officer signing contract)

certify that I am the _____ of
(Title)

_____
(Name of Corporation)

a corporation duly organized and in good standing under the _____
(Law under which organized, e.g., the New York Business Corporation Law) named in the foregoing agreement; that

_____
(Person executing agreement)

who signed said agreement on behalf of the _____
(Name of Corporation)

was, at the time of execution

_____
(Title of such person)

of the Corporation and that said agreement was duly signed for and on behalf of said Corporation by authority of its Board of Directors, thereunto duly authorized and that such authority is in full force and effect at the date hereof.

_____
(Signature)

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

On the _____ day of _____ in the year 2021 before me, the undersigned, a Notary Public in and for said State, _____personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the officer described in and who executed the above certificate, who being by me duly sworn did depose and say that he/she resides at _____,
and he/she is an officer of said corporation; that he/she is duly authorized to execute said certificate on behalf of said corporation, and that he/she signed his/her name thereto pursuant to such authority.

_____
Notary Public
Date

RESOLUTION - 2022

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

WHEREAS, the County Executive having on the 27th day of June, 2022, recommended the appointment of Lieutenant Norman Hall of the Greenburgh Police Department in White Plains, New York, as a member of the Westchester County Youth Board for a term to commence on June 27, 2022 and expire on December 31, 2024, 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 3rd day of October, 2022 approved the appointment of Lieutenant Norman Hall as a member of the Westchester County Youth Board; NOW THEREFORE BE IT

RESOLVED, that said appointment be and is hereby approved.

Dated: October 3, 2022
White Plains, New York

COMMITTEE ON APPOINTMENTS

Resolution No. -2022

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. - 2022, entitled "A LOCAL LAW in relation to prohibiting the sale or distribution of flavored tobacco products." The public hearing will be held at ____.m. on the_____day of ____, 2022 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.

October 17, 2022

HEALTH

LEGISLATION

Dated: October 17, 2022
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:

HEALTH COMMITTEE	LEGISLATION COMMITTEE
Catherine Borgia	Catherine Borgia

TO: HONORABLE BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER

Your Committee has reviewed "A LOCAL LAW adding a new Chapter 539 of the Laws of Westchester County in relation to prohibiting the sale or distribution of flavored tobacco products." Your Committee has determined that Chapter 539 will have the effect of mitigating the impact of the public health crisis caused by tobacco use on Westchester County residents.

As your Committee is aware, tobacco use remains the leading cause of preventable death in the United States. It causes or contributes to many forms of cancer, as well as heart and respiratory diseases and other health disorders. The financial cost of tobacco use in New York alone amounts to $17.72 billion per year in direct healthcare expenses and lost productivity.

Your Committee is informed that each year in New York, 5,800 children become smokers. Flavored tobacco products promote the initiation of tobacco use among young people, and help turn occasional smokers into daily smokers, by reducing or masking the natural harshness and taste of tobacco smoke. As tobacco companies know, menthol in particular cools and numbs the throat to reduce throat irritation. This makes menthol cigarettes an appealing option for youth who are initiating tobacco use. Tobacco companies have used flavorings in their products as part of a "graduation strategy" to encourage new users to progress to products with increasingly higher levels of nicotine. It is therefore unsurprising that young people are much more likely

than adults to use menthol-, candy-, and fruit-flavored tobacco products, including cigarettes and cigarillos. Data from the National Youth Tobacco Survey indicate that more than two-fifths of U.S. middle-school and high-school smokers report using such flavored tobacco products.

Your Committee is further informed that menthol-flavored tobacco products are aggressively, and disproportionately, marketed towards racial minorities. It is important to address this discriminatory practice without exacerbating other issues that disproportionately and adversely affect minority communities. To ensure this bill does not lead to increased negative interactions between law enforcement and minority communities, particularly the black community, this bill makes clear that its provisions are to be enforced solely by the county Department of Health. The bill does not provide for any criminal penalties. The provisions of this proposed law can only be enforced by civil fine and such fines can only be issued against establishments, as opposed to individuals. Additionally, the proposed law contains language that specifically states its provisions shall not be construed to penalize any person who purchases, uses, or is in possession of a tobacco product.

Your Committee finds that in order to improve the safety and well-being of the residents of Westchester County, a new law that prohibits the sale or distribution of flavored tobacco products is needed. This proposed legislation is based-off similar laws in San Francisco and New York City, however, there are a few notable differences. For example, this proposed legislation makes clear that its provisions can only be enforced against establishments, as opposed to persons. This bill also addresses important loopholes left open by the state's flavored

e-cigarette ban by stating "...presence of a Flavored Tobacco Product on the premises of an Establishment shall create a rebuttable presumption that the Flavored Tobacco Product is being offered for sale ...." Additionally, this proposed legislation prohibits the sale or distribution of flavored tobacco products as well as the offer for sale or distribution and the marketing for sale or distribution of flavored tobacco products. The implementation of these new legislative provisions will help to protect the public health, avoid losses in workforce productivity, and save taxpayer money.

Your Committee notes that a 2020 New York State law, Section 1399-mm-1 of the Public Health law, bans the sale of flavored vapor products, but does not apply to other tobacco products such as cigarettes. Your Committee further notes that while the federal Food and Drug Administration has advanced two proposed tobacco product standards – one prohibiting menthol as a characterizing flavor in cigarettes and another prohibiting all characterizing flavors (including menthol) in cigars – final rules based on those proposals have yet to be published. Additionally, the final rules will not take effect until one year after they are published.

As you know, this Honorable Board must comply with the requirements of the State Environmental Quality Review Act ("SEQRA"). The proposed Local Law does not meet the definition of an action under SEQRA and its implementing regulations, 6 NYCRR Part 617. Please refer to the January 14, 2022 Department of Planning memorandum, which is on file with

the Clerk of the Board of Legislators.

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

Dated: October 17, 2022
White Plains, New York

COMMITTEE ON

DHC 8/24/2022

HEALTH

Margaret A. Cejas (WOP)

LEGISLATION

Dated: October 17, 2022
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:

HEALTH COMMITTEE	LEGISLATION COMMITTEE
Catherine Borgia	(WOP) Catherine Borgia

FISCAL IMPACT STATEMENT

SUBJECT: Local Law Chapter 539 [ ] **NO FISCAL IMPACT PROJECTED**

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

[X] GENERAL FUND [ ] AIRPORT FUND [ ] SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense $ TBD

Total Current Year Revenue $ TBD

Source of Funds (check one): [X] Current Appropriations [ ] Transfer of Existing Appropriations

[ ] Additional Appropriations [ ] Other (explain)

Identify Accounts: Revenue Other Fines 27-101-0010-8000-9583

Potential Related Operating Budget Expenses: Annual Amount $ TBD

Describe: Westchester County Board of Health and the Westchester County Department of Public Safety are authorized to enforce Local Law Chapter 539

Potential Related Operating Budget Revenues: Annual Amount $ TBD

Describe: The sale or distribution by an establishment of any flavored tobacco product is prohibited. Any person who violates any provision of Local Law Chapter 539 shall be subject to a fine or civil penalty.

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

Current Year:

Next Four Years:

Prepared by: Mark Medwid

Title: Associated Budget Director

Department: Budget

Date: September 14, 2022

Reviewed By: MM **Budget Director**

Date: 9/14/22

LOCAL LAW INTRO. NO. -2022

A LOCAL LAW amending the Laws of Westchester County by adding a new Chapter 539 in relation to prohibiting the sale or distribution of flavored tobacco products.

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

Section 1. The Laws of Westchester County are hereby amended to include a new Chapter 539 to read as follows:

CHAPTER 539
BAN ON SALE OR DISTRIBUTION OF FLAVORED TOBACCO PRODUCTS

Section 539.01 Definitions.

1. "Characterizing Flavor" means a distinguishable taste or aroma or both, other than the taste or aroma of tobacco, imparted by a Tobacco Product or any byproduct produced by the Tobacco Product. Characterizing Flavors include, but are not limited to, tastes or aromas relating to any fruit, chocolate, vanilla, honey, candy, cocoa, dessert, alcoholic beverage, menthol, mint, wintergreen, herb, or spice. A Tobacco Product shall not be determined to have a Characterizing Flavor solely because of the use of additives or flavorings or the provision of ingredient information. Rather, it is the presence of a distinguishable taste or aroma or both, as described in the first sentence of this definition that constitutes a Characterizing Flavor.
2. "Distinguishable" means perceivable by either the sense of smell or taste.
3. "Establishment" means any store, business, stand, booth, or concession, or any other commercial enterprise, which engages in any retail sale of Tobacco Products, including but not limited to entities engaging in the retail sale of food items.
4. "Flavored Tobacco Product" means any Tobacco Product that imparts a

Characterizing Flavor.

5. "Labeling" means written, printed, pictorial, or graphic matter upon any Tobacco Product or any of its Packaging.
6. "Packaging" means a pack, box, carton, or container of any kind or, if no other container, any wrapping (including cellophane) in which a Tobacco Product is sold or offered for sale to a consumer.
7. "Tobacco Product" means (a) any product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to, cigarettes, little cigars ("cigarillos"), pipe tobacco, chewing tobacco, or snuff; (b) any electronic device that delivers nicotine or other substances to the person inhaling from the device, including, but not limited to, an electronic cigarette, and any substance that may be aerosolized or vaporized by such device, whether or not the substance contains nicotine and whether or not sold separately; or (c) any component, part, or accessory of (a) or (b), whether or not sold separately. For purposes of this Chapter, "Tobacco Product" does not include any product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product or for other therapeutic purposes where such product is marketed and sold solely for such an approved purpose.

Section 539.11 Sale or Distribution of Flavored Tobacco Products Prohibited.

1. The sale, distribution, display, offer for sale or distribution, or marketing for sale or distribution, by an Establishment of any Flavored Tobacco Product is prohibited.
2. There shall be a rebuttable presumption that a Tobacco Product is a Flavored Tobacco Product if a manufacturer, retailer, or distributor of the Tobacco Product, or any agent or employee thereof in the course of their agency or employment, has made a statement or claim directed to consumers or to the public that the Tobacco Product imparts a Characterizing Flavor, including, but not limited to, text, color, and/or images on the Tobacco Product's Labeling or Packaging that are used to explicitly or implicitly communicate that the Tobacco Product imparts a Characterizing Flavor.
3. The presence of a Flavored Tobacco Product on the premises of an Establishment shall

create a rebuttable presumption that the Flavored Tobacco Product is being offered for sale by the Establishment.

Section 539.21 Enforcement and Penalties.

1. The Westchester County Department of Health is solely authorized to enforce this Chapter.
2. Any Establishment that violates any provision of this Chapter:
   (a) Shall be subject to a fine or civil penalty of a minimum of $300.00, but not to exceed
   $1,000.00, for a first violation within a two-year period; and
   (b) Shall be subject to a fine or civil penalty of a minimum of $500.00, but not to exceed
   $1,500.00, for each subsequent violation within a two-year period.
3. If an Establishment violates a provision of this Chapter three times or more within a two- year period, then, in addition to any other penalty permitted by this Section, the Westchester County Department of Health shall request that the New York State Commissioner of Taxation and Finance suspend the Establishment's applicable registration(s) for six months.
4. Nothing in this Section is intended to conflict with any provision of New York State Public Health Law § 1399-ee. No Establishment shall be penalized for the same violation under both this Section and New York State Public Health Law § 1399-ee.
5. Nothing in this Chapter shall be construed to penalize the purchase, use, or possession of a Tobacco Product by any person not engaged in the retail sale of Tobacco Products.

Section 539.31 Severability.

If any clause, sentence, paragraph, or section of this Chapter shall be held invalid by any court of competent jurisdiction, or the application of this Chapter to any person or set of circumstances shall be held invalid, such invalidity or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence,

paragraph, section, or operation of this Chapter directly involved in the controversy in which the judgment shall have been rendered. To further this end, the provisions of this Chapter are hereby declared to be severable.

Section 2. This local law shall take effect six (6) months after enactment.

HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER

Your Committee is in receipt of a communication from the County Executive recommending the approval of an Act which, if adopted by your Honorable Board, would authorize the County of Westchester (the "County") to deliver a quitclaim deed to Mount Hope A.M.E. Zion Church (the "Church"), the reputed owner of property consisting of approximately 6.30 acres located on Buckout Road in the Town of Harrison (the "Town") and shown on the Town's tax maps as Block 990, Lot 1 (the "Property"). The execution of a quitclaim deed is necessary to help recognize the Church's ownership in the Property so that the Property, which includes a 19th Century African American cemetery, can be restored by a not-for-profit agency.

Your Committee is advised that as the result of a title search conducted at the request of the Church on the Property, a map filed in the County Clerk's Office (then the Westchester County Register's Office) on May 21, 1925 and designated as Map # 2783 was found entitled, "Map Showing Lands To Be Acquired By The Westchester County Park Commission for Silver Lake Park Between Hall Ave. and Silver Lake in the Towns of North Castle and Harrison in the City of White Plains, Westchester County, N.Y." (the "Map"). This Map includes the Property, which is designated as Parcel 2 on the Map. Although the Map states that the Property was to be acquired by the County Park Commission, no deeds have been found in the County Clerk's Office that evidence a conveyance of the Property to the County. In addition, the Church's title company did not find any records showing condemnation or eminent domain proceedings affecting the Property. Further, the County's real estate records maintained by the Departments of Public Works and Transportation and Parks, Recreation and Conservation show no evidence of the County ever acquiring this Property. Your Committee is further advised that although the Church is exempt from payment of real property taxes as it is a religious organization, the present tax maps of the Town show that the Church is the owner of the Property.

Your Committee is advised that although it appears that the County has no ownership interest in the Property, since the Map is still on file in the County Clerk's Office, the Church has requested that the County release any interest it may have in the Property and acknowledge that it has no ownership interest in the Property by executing a quitclaim deed in order to clear up the title issue.

The Planning Department has advised that based on its review, the above referenced action does not constitute an action as defined in the State Environmental Quality Review Act ("SEQRA") and its implementing regulations, 6 NYCRR Part 617. Therefore, no further environmental review is required. Please refer to the memorandum from the Department of Planning dated January 14, 2022, which is on file with the Clerk of the Board of Legislators.

Your Committee has been informed that pursuant to Section 104.11(2) of the County Charter, passage of this Act requires an affirmative two-thirds vote of all the members of the County Board of Legislators.

Your Committee has carefully considered this matter and recommends that your Honorable Board adopt the proposed Act authorizing the execution and delivery of the quitclaim deed to resolve the title issue with respect to the Property.

Dated: 10/13, 2022
White Plains, New York

COMMITTEE ON Legislation

c/jpg

Dated: October 13th, 2022
White Plains, New York

The following members attended the meeting remotely, pursuant to Chapter 56 of New York State Laws of 2022, and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below.

Committee(s) on:

Legislation

FISCAL IMPACT STATEMENT

SUBJECT: Stony Hill Cemetery Quit Claim [X] **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 [X] Other (explain)

Identify Accounts: No funds required

Potential Related Operating Budget Expenses: Annual Amount

Describe:

Potential Related Operating Budget Revenues: Annual Amount

Describe:

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

Current Year:

Next Four Years:

Prepared by: Roberto Nascimento

Title: Senior Budget Analyst

Department: Budget

Date: September 21, 2022

Reviewed By:

Budget Director

Date: 9/21/22

ACT NO. 2022 - _____

AN ACT to release any title or interest the County of Westchester may have and authorize the execution and delivery of a quitclaim deed to Mount Hope A.M.E. Zion Church for approximately 6.30 acres of property in the Town of Harrison.

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

Section 1. The County of Westchester (the "County") is hereby authorized to execute and deliver a quitclaim deed to Mount Hope A.M.E. Zion Church (the "Church"), whereby the County releases any title or interest the County may have in approximately 6.30 acres of property located on Buckout Road in the Town of Harrison and designated as Block 990, Lot 1 on the tax maps of the Town of Harrison and as further known and designated as Parcel # "2" on that certain Map # 2783 filed in the County Clerk's Office (then the Westchester County Register's Office) on May 21, 1925 entitled "Map Showing Lands To Be Acquired By The Westchester County Park Commission for Silver Lake Park Between Hall Ave. and Silver Lake in the Towns of North Castle and Harrison and the City of White Plains, Westchester County, N.Y."

§2. The County Executive or his authorized designee is hereby empowered to execute all instruments and take such action as may be reasonably necessary to effectuate the purposes hereof.

§3. This Act shall take effect immediately.

Reference T0050

HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER, NEW YORK

Your Committee is in receipt of a transmission from the County Executive recommending approval by the County of Westchester ("County") of an act amending the County's current-year Capital Budget ("Capital Budget Amendment"), as well as adoption of a related amended bond act ("Amended Bond Act") which, if adopted, will authorize the County to issue up to $3,250,000 in additional bonds to finance capital project T0050 – Replacement of Heating Units and Ventilation Fans at CMF ("T0050").

Your Committee is advised that the Capital Budget Amendment will amend the County's current-year capital budget to increase the County share for this project by $3,250,000. The total cost of the project is higher than originally expected due to unanticipated construction costs identified during the initial construction phase.

The Amended Bond Act, in the total amount of $13,950,000, which includes $10,700,000 in previously-authorized bonds of the County, would provide additional construction funding to pay for repairs to gas piping throughout the Central Maintenance Facility, lead abatement, and additional structural supports at various locations in the building.

The Department of Public Works and Transportation ("Department") has advised that the work will result in a more energy-efficient facility, thus providing significant utility cost savings to the County.

The Department has further advised that design is complete and construction is under way. It is estimated that the additional construction will take twenty-four (24) months to complete.

It should be noted that your Honorable Board has previously authorized the County to issue bonds for T0050 as follows: Bond Act No. 327-2016 in the amount of $400,000, which was amended by Bond Act No. 236-2019 in the total amount of $5,715,000, to finance design, construction and construction management of heating and ventilation improvements at the

Central Maintenance Facility; and Bond Act No. 80-2020, which amended Bond Act No. 236-2019 by increasing the total amount authorized by $4,985,000 for a total authorized amount, as amended, of $10,700.000. These bonds have been partially sold. It is now requested that Bond Act No. 80-2020 be amended to increase the total amount authorized by an additional $3,250,000, for a total authorized amount, as amended, of $13,950.000.

The Planning Department has advised your Committee that based on its review, the above-referenced capital project has been 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 further environmental review is required. Your Committee has reviewed the annexed SEQR documentation and concurs with this conclusion.

The Planning Department has further advised your Committee that the Planning Board has previously reviewed this project and issued a report, and that since there is no change in the scope of the work and this is simply a change in the financing plan, no further action by the Planning Board is necessary at this time.

Your Committee has carefully considered the proposed Capital Budget Amendment, as well as the related Amended Bond Act, and recommends approval of both of the proposed Acts, noting that the Amended Bond Act can only be enacted following adoption of the Capital Budget Amendment. It should be noted that an affirmative vote of two-thirds of the members of your Honorable Board is required in order to amend the County's Capital Budget and to adopt the Amended Bond Act.

s/jpg/9-15-2022

Dated: October 17, 2022
White Plains, New York

COMMITTEES ON

Budget & Appropriations	Public Works & Transportation

Dated: October 17, 2022
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.

WOP

COMMITTEES ON

Budget & Appropriations

Public Works & Transportation

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: T0050 [ ] **NO FISCAL IMPACT PROJECTED**

SECTION A - CAPITAL BUDGET IMPACT
To Be Completed by Budget

[X] GENERAL FUND [ ] AIRPORT FUND [ ] SPECIAL DISTRICTS FUND

Source of County Funds (check one): [ ] Current Appropriations
[X] Capital Budget Amendment

SECTION B - BONDING AUTHORIZATIONS
To Be Completed by Finance

Total Principal $ 13,950,000 **PPU** 10 **Anticipated Interest Rate** 3.00%

Anticipated Annual Cost (Principal and Interest): $ 1,626,142

Total Debt Service (Annual Cost x Term): $ 16,261,420

Finance Department: Interest rates from September 22, 2022 Bond Buyer - ASBA

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):

The proposed work will result in a more energy efficient facility. It is anticipated that the proposed improvements will result in utility cost savings.

SECTION D - EMPLOYMENT
As per federal guidelines, each $92,000 of appropriation funds one FTE Job

Number of Full Time Equivalent (FTE) Jobs Funded: 151

SECTION E - EXPECTED DESIGN WORK PROVIDER

[ ] County Staff [X] Consultant [ ] Not Applicable

Prepared by: Gayle M. Katzman
Title: First Deputy Commissioner
Department: Public Works & Transportation
Date: 9/27/22

Reviewed By: Budget Director
Date: 9/28/22

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Memorandum
Department of Planning

TO: Michelle Greenbaum, Senior Assistant County Attorney
Jeffrey Goldman, Senior Assistant County Attorney

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

DATE: September 20, 2022

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT: T0050 Replacement of Heating Units and Ventilation Fans at CMF**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on 08-30-2022 (Unique ID: 1997)

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

- **617.5(c)(2):** replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building, energy, or fire codes unless such action meets or exceeds any of the thresholds in section 617.4 of this Part.

COMMENTS: None.

DSK/dvw
cc: Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Lawrence Soule, Budget Director
Tami Altschiller, Assistant Chief Deputy County Attorney
Lorraine Marzola, Associate Budget Director
Robert Abbamont, Director of Operations, Dept. of Public Works & Transportation
Kelly Sheehan, Assistant Commissioner
William Brady, Chief Planner
Michael Lipkin, Associate Planner
Claudia Maxwell, Associate Environmental Planner

Westchestergov.com

Memorandum
Department of Planning

To: Honorable George Latimer, County Executive
Lawrence Soule, Budget Director

From: Norma Drummond, Commissioner

Re: **Capital Budget Amendment:**
T0050 Replacement of Heating Units and Ventilation Fans, Central Maintenance Facility, Yonkers

Date: September 1, 2022

Attached is a memo from the Planning Department to the County Planning Board advising the Board of the proposed Capital Budget Amendments (CBA) to modify funding of the above project.

These are financing changes only and there are no changes to the physical planning aspects of this project as reviewed by the Board; therefore, as stated in the memo, no further action by the Planning Board is required.

NVD/ml
Attachment

cc: Ken Jenkins, Deputy County Executive
Joan McDonald, Director of Operations
Emily Saltzman, Deputy Director of Operations
Paula Friedman, County Executive's Office
Blanca Lopez, Deputy Commissioner of Planning
Tami Altschiller, Assistant Chief Deputy County Attorney
Jeffrey Goldman, Assistant County Attorney
Michelle Greenbaum, Assistant County Attorney
Lorraine Marzola, Associate Budget Director
Kelly Sheehan, Assistant Commissioner
David S. Kvinge, Assistant Commissioner
William Brady, Chief Planner
Michael Lipkin, Associate Planner
Claudia Maxwell, Associate Environmental Planner

Westchester gov.com

Memorandum

Department of Planning

432 Michaelian Office Building
White Plains, NY 10601

To: The Westchester County Planning Board

From: Kelly Sheehan, Assistant Commissioner KS

Date: September 1, 2022

RE: **Capital Budget Amendment –**
T0050 Replacement of Heating Units and Ventilation Fans, Central Maintenance Facility, Yonkers

The County Executive is requesting an amendment to the 2022 Capital Budget to modify the funding of the above project. Capital project T0050 Replacement of Heating Units and Ventilation Fans, Central Maintenance Facility in Yonkers, will fund the design, construction management, and construction of these repairs.

A Capital Budget Amendment in the amount of $3,250,000 is being requested to provide additional funding to address increased costs for unanticipated items discovered during construction, including repairs to gas piping throughout the building to address leaks ; lead abatement; and additional structural supports at various locations. This project was classified as a PL1, project without physical planning aspects of concern to the Planning Board in the 2016 Report on the Capital Project Requests adopted July 7, 2015.

There are no changes to the physical planning aspects of this project as reviewed by the Board; therefore, no further action by your Board is necessary.

cc: Norma V. Drummond, Commissioner
David S. Kvinge, Assistant Commissioner
William Brady, Chief Planner
Michael Lipkin, Associate Planner

ACT No. _____2022_____

An Act amending the 2022 County Capital Budget Appropriations for Capital Project T0050 Replacement of Heating Unites & Ventilation Fans at CMF

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

Section 1. The Capital section of the 2022 County Budget is hereby amended as follows:

	Previous 2022 Appropriation	Change	Revised 2022 Appropriation
I. Appropriation	$10,700,000	$3,250,000	$13,950,000

Section 2. The estimated method of financing in the Capital Section of the 2022 Westchester County Capital Budget is amended as follows:

II. METHOD OF FINANCING

Bonds and/or Notes	$10,700,000	$3,250,000	$13,950,000
Non County Shares	$0		$0
Cash	$0		$0
Total	$10,700,000	$3,250,000	$13,950,000

Section 3. The ACT shall take effect immediately.

REFERENCE: T0050

ACT NO. -20_____

BOND ACT OF THE COUNTY OF WESTCHESTER, NEW YORK, AMENDING THE BOND ACT ADOPTED NOVEMBER 1, 2016 AND AMENDED ON NOVEMBER 18, 2019 AND AMENDED ON MAY 18, 2020 IN RELATION TO THE REPLACEMENT HEATING UNITS AND VENTILATION FANS AT THE CENTRAL MAINTENANCE FACILITY, AT THE TOTAL ESTIMATED COST OF $13,950,000. (Adopted , 20_____).

WHEREAS, this Board has heretofore duly authorized the issuance of $400,000 bonds to finance the cost of preparation of surveys, preliminary and detailed plans, specifications and estimates necessary for planning the replacement heating units and ventilation fans at the Central Maintenance Facility, pursuant to Act No. 327-2016 duly adopted on November 1, 2016; and

WHEREAS, this Board has heretofore duly authorized the issuance of an additional $5,315,000 bonds to finance the cost of the construction of such improvements, pursuant to Act No. 236-2019 duly adopted on November 18, 2019; and

WHEREAS, this Board has heretofore duly authorized the issuance of an additional $4,985,000 bonds to finance the cost of the construction of such improvements, pursuant to Act No. 80-2020 duly adopted on May 18, 2020; and

WHEREAS, due to the increase of the cost of such improvements, it is now necessary to increase the amount of bonds to be issued and the appropriation for such improvements:

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 November 1, 2016 and amended on November 18, 2019 and amended on May 18, 2020, entitled:

"ACT NO. 80-2020

BOND ACT AUTHORIZING THE ISSUANCE OF $10,700,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF HEATING AND VENTILATION IMPROVEMENTS AT THE CENTRAL MAINTENANCE FACILITY; STATING THE ESTIMATED MAXIMUM COST THEREOF IS $10,700,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $10,700,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS."

is hereby amended to read as follows:

BOND ACT AUTHORIZING THE ISSUANCE OF $13,950,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF HEATING AND VENTILATION IMPROVEMENTS AT THE CENTRAL MAINTENANCE FACILITY; STATING THE ESTIMATED MAXIMUM COST THEREOF IS $13,950,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $13,950,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted .

20____)

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

Section 1. Pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the "Law"), the Westchester County Administrative Code, being Chapter 852 of the Laws of 1948, as amended, and to the provisions of other laws applicable thereto; $13,950,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the planning, construction and construction management of heating and ventilation improvements at the Central Maintenance Facility, all as set forth in the County's Current Year Capital Budget, as amended. To the extent that the details set forth in this act are inconsistent with any details set forth in the Current Year Capital Budget of the County, such Budget shall be deemed and is hereby amended. The estimated maximum cost of said of object or purpose, including preliminary costs and costs incidental thereto and the financing thereof is $13,950,000. The plan of financing includes the issuance of $13,950,000 bonds herein authorized; and any bond anticipation notes issued in anticipation of the sale of such bonds and the levy of a tax to pay the principal of and interest on said bonds and notes.

Section 2. The period of probable usefulness of the object or purpose for which said $13,950,000 bonds authorized by this Act are to be issued, within the limitations of Section 11.00 a. 13 of the Law, is ten (10) years;

Section 3. Current funds are not required to be provided as a down payment pursuant to Section 107.00 d. 9. of the Law prior to issuance of the bonds authorized herein, or any bond anticipation notes issued in anticipation of the sale of such bonds. The County intends

to finance, on an interim basis, the costs or a portion of the costs of said improvements for which bonds are herein authorized, which costs are reasonably expected to be reimbursed with the proceeds of debt to be incurred by the County, pursuant to this Act, in the maximum amount of $13,950,000. 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 $13,950,000 as the estimated total cost of the aforesaid of object or purpose is hereby approved.

Section 5. Subject to the provisions of this Act and of the Law, and pursuant to the provisions of §30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals thereof, and of §§50.00, 56.00 to 60.00 and 168.00 of said Law, the powers and duties of the County Board of Legislators relative to authorizing the issuance of any notes in anticipation of the sale of the bonds herein authorized, or the renewals thereof, relative to providing for substantially level or declining annual debt service, relative to prescribing the terms, form and contents and as to the sale and issuance of the respective amounts of bonds herein authorized, and of any notes issued in anticipation of the sale of said bonds or the renewals of said notes, and relative to executing agreements for credit enhancement, are hereby delegated to the Commissioner of Finance of the County, as the chief fiscal officer of the County.

Section 6. Each of the bonds authorized by this Act and any bond anticipation notes issued in anticipation of the sale thereof shall contain the recital of validity prescribed by §52.00 of said Local Finance Law and said bonds and any notes issued in anticipation of said bonds shall be general obligations of the County of Westchester, payable as to both principal and interest by general tax upon all the taxable real property within the County. The faith and credit

of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and any notes issued in anticipation of the sale of said bonds or the renewals of said notes, and provision shall be made annually in the budgets of the County by appropriation for (a) the amortization and redemption of the notes and bonds to mature in such year and (b) the payment of interest to be due and payable in such year.

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

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

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

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

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

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

Section (B). The amendment of the bond act set forth in Section (A) of this act shall in no way affect the validity of the liabilities incurred, obligations issued, or action taken pursuant to said bond act, and all such liabilities incurred, obligations issued, or action taken shall be deemed to have been incurred, issued or taken pursuant to said bond act, as so amended.

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

* * *

STATE OF NEW YORK)

: ss.:

COUNTY OF NEW YORK)

I HEREBY CERTIFY that I have compared the foregoing Act No. -20_____ with the original on file in my office, and that the same is a correct transcript therefrom and of the whole of the said original Act, which was duly adopted by the County Board of Legislators of the County of Westchester on , 20_____ and approved by the County Executive on , 20_____.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said County Board of Legislators this day of , 20_____.

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 November 1, 2016 and amended on November 18, 2019 and further amended on _____, 20_____ and approved, as amended, by the County Executive on _____, 20_____ and the validity of the obligations authorized by such Bond Act may be hereafter contested only if such obligations were authorized for an object or purpose for which the County of Westchester, in the State of New York, is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this Notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the publication of this Notice, or such obligations were authorized in violation of the provisions of the Constitution.

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

ACT NO. _____-20_____

BOND ACT AUTHORIZING THE ISSUANCE OF $13,950,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF HEATING AND VENTILATION IMPROVEMENTS AT THE CENTRAL MAINTENANCE FACILITY; STATING THE ESTIMATED MAXIMUM COST THEREOF IS $13,950,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $13,950,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (adopted on November 1, 2016 and amended on November 18, 2019 AND AMENDED ON May 18, 2020 and further amended on _____, 20_____)

object or purpose: to finance the planning, construction and construction management of heating and ventilation improvements at the Central Maintenance Facility.

amount of obligations to be issued:
and period of probable usefulness: $13,950,000; ten (10) years

Dated: _____, 20_____
White Plains, New York

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

Project ID:*	☒ CBA	Fact Sheet Date:*
T0050		07-27-2022
Fact Sheet Year:*	**Project Title:***	**Legislative District ID:**
2022	REPLACEMENT OF HEATING UNITS AND VENTILATION FANS AT CMF	15
Category*	**Department:***	**CP Unique ID:**
TRANSPORTATION	AIRPORT/DOT	1997

Overall Project Description

This project funds the replacement of heating units and ventilation fans at the Central Maintenance Facility.

☒ Best Management Practices ☒ Energy Efficiencies ☒ Infrastructure

☒ Life Safety ☐ Project Labor Agreement ☐ Revenue

☐ Security ☐ Other

FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2022	2023	2024	2025	2026	Under Review
Gross	13,950	10,700	0	0	0	0	0	3,250
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	13,950	10,700	0	0	0	0	0	3,250

Expended/Obligated Amount (in thousands) as of : 10,700

Current Bond Description: Additional funding is requested to address increased costs for unanticipated items including repairs to gas piping throughout the building which address leaks discovered during construction; lead abatement and additional structural supports at various locations which address existing conditions discovered during construction.

Financing Plan for Current Request:

Non-County Shares:	$ 0
Bonds/Notes:	3,250,000
Cash:	0
Total:	**$ 3,250,000**

SEQR Classification:

TYPE II

Amount Requested:

3,250,000

Comments:

Energy Efficiencies:

IT IS ANTICIPATED THAT THE PROPOSED IMPROVEMENTS WILL RESULT IN SIGNIFICANT ENERGY AND UTILITY COST SAVINGS.THE COUNTY WILL RECEIVE AN ESTIMATED INCENTIVE OF $750,000, WHICH IS THE MAXIMUM AMOUNT FOR AN ENERGY EFFICIENT CON EDISON PLAN INCENTIVE.

Appropriation History:

Year	Amount	Description
2016	3,185,000	DESIGN, CONSTRUCTION AND CONSTRUCTION MANAGEMENT
2019	5,315,000	DESIGN, CONSTRUCTION AND CONSTRUCTION MANAGEMENT
2020	2,200,000	DESIGN, CONSTRUCTION AND CONSTRUCTION MANAGEMENT

Total Appropriation History:

10,700,000

Year	Bond Act #	Amount	Issued	Description
16	327	194,099	194,099	HEATING UNITS AND VENT FANS - CENTRAL MAINT FACILITY
19	236	201,870	201,870	PURCHASE AND INSTALL SUPPLY/EXHAUST UNITS AT CENTRAL MAINTENANCE FACILITY IN YONKERS
20	80	10,304,031	6,343,348	REPLACEMENT OF HEATING UNITS AND VENTILATION FANS AT CENTRAL MAINTENANCE FACILITY, YONKERS

Total Financing History:
10,699,999

Recommended By:

Department of Planning	**Date**
WBB4	08-30-2022
Department of Public Works	**Date**
RJB4	08-30-2022
Budget Department	**Date**
LMY1	09-15-2022
Requesting Department	**Date**
RJB4	09-15-2022

REPLACEMENT OF HEATING UNITS AND VENTILATION FANS AT CMF
(T0050)

User Department : Airport/DOT

Managing Department(s) : Airport/DOT ;

Estimated Completion Date: TBD

Planning Board Recommendation: Project without physical planning aspects of concern to the Westchester County Planning Board.

FIVE YEAR CAPITAL PROGRAM (in thousands)

	Est Ult Cost	Appropriated	Exp / Obl	2022	2023	2024	2025	2026	Under Review
Gross	10,700	10,700	10,700						
Non County Share			37						
Total	10,700	10,700	10,737						

Project Description

This project funds the replacement of heating units and ventilation fans at the Central Maintenance Facility.

Current Year Description

There is no current year request.

Impact on Operating Budget

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

Appropriation History

Year	Amount	Description	Status
2016	3,185,000	Design, construction and construction management	CONSTRUCTION
2019	5,315,000	Design, construction and construction management	CONSTRUCTION
2020	2,200,000	Design, construction and construction management	CONSTRUCTION
Total	10,700,000		

Prior Appropriations

	Appropriated	Collected	Uncollected
Bond Proceeds	10,700,000	6,776,417	3,923,583
Others		(37,100)	37,100
Total	10,700,000	6,739,318	3,960,682

Bonds Authorized

Bond Act		Amount	Date Sold	Amount Sold	Balance
327	16	194,099	12/10/19	162,090	
			12/10/19	32,009	
236	19	201,870	04/30/20	201,870	
80	20	10,304,031	10/28/20	960,195	9,209,300
			10/28/20	134,536	
			10/28/20	37,100	
			10/28/20	(37,100)	
Total		10,700,000		1,490,700	9,209,300

2022-509

TO THE HONORABLE BOARD OF LEGISLATORS, COUNTY OF WESTCHESTER

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

Your Committee is further informed that the proposed Act does not meet the definition of an action under New York State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617. Please refer to the memorandum from the Department of Planning dated January 14, 2022, which is on file with the Clerk of the Board of Legislators.

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

WOP

(WOP)

(WOP)

Dated: October 17th 2022, Committee on Budget and Appropriations
White Plains, New York

Attachment

Dated: October 17, 2022
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

FISCAL IMPACT STATEMENT

SUBJECT: 2022-24 DA PAY PLAN AMENDMENT [ ] NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

[X] GENERAL FUND [ ] AIRPORT FUND [ ] SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense $ 1,383,829

Total Current Year Revenue $ -

Source of Funds (check one): [X] Current Appropriations [ ] Transfer of Existing Appropriations

[ ] Additional Appropriations [ ] Other (explain)

Identify Accounts: DA Salary (101_37_1000_1010) & Advance to Grants (101_37_1000_4912)

Fringe (101_52_1000_Various)

Potential Related Operating Budget Expenses: Annual Amount $1,383,829

Describe: 2022 DA Account Salaries: 101_37_1000_1010 - $1,037,825

2022 DA Account Advance to Grants (For Trust Positions): 101_37_1000_4912 - $ 57,410

2022 Fringes: 101_52_1000_Various - $ 288,594

Potential Related Operating Budget Revenues: Annual Amount $ -0-

Describe:

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

Current Year: 2022 increased expenses impacting salaries, advance to grants and fringe

$1,383,829

Next Four Years: 2023 Additional expenses of $2,100,516 impacting DA ($1,662,458) and

Fringes ($438,058)

2024 Additional Expenses of $2,808,179 impacting DA ($2,222,540) and Fringes ($585,639)

Prepared by: Mark Medwid

Title: Associate Budget Director

Department: Budget

Date: August 19, 2022

Reviewed By: [signature]

Budget Director

Date: 8/19/22

ACT _____ - 2022

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

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

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

JOB GROUP I	NONE
JOB GROUP II	NONE
JOB GROUP III	NONE
JOB GROUP IV	NONE
JOB GROUP V	NONE
JOB GROUP VI	NONE
JOB GROUP VII	NONE
JOB GROUP VIII	NONE
JOB GROUP IX	NONE
JOB GROUP X	NONE
JOB GROUP XI	NONE
JOB GROUP XII	NONE
JOB GROUP XIII	NONE
JOB GROUP XIV	NONE
JOB GROUP XV	NONE
JOB GROUP XVI	NONE
JOB GROUP XVII	NONE
JOB GROUP XVIII	NONE
JOB GROUP XIX	NONE
JOB GROUP XX	NONE

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

JOB GROUP I	NONE
JOB GROUP II	NONE
JOB GROUP III	NONE
JOB GROUP IV	NONE
JOB GROUP V	NONE
JOB GROUP VI	NONE
JOB GROUP VII	NONE
JOB GROUP VIII	NONE
JOB GROUP IX	NONE
JOB GROUP X	NONE
JOB GROUP XI	NONE
JOB GROUP XII	NONE
JOB GROUP XIII	NONE
JOB GROUP XIV	NONE
JOB GROUP XV	NONE
JOB GROUP XVI	NONE
JOB GROUP XVII	NONE
JOB GROUP XVIII	NONE
JOB GROUP XIX	NONE
JOB GROUP XX	NONE

Section 3. Pursuant to Section 4 of Act No. 85-1988, the positions covered by the District Attorney Salary Plan (Schedule B-10) are increased as follows:

District Attorney

Salary Schedule

Effective January 1, 2022

	Minimum	Maximum
Assistant District Attorney	$78,500	$135,000
Senior Assistant District	$137,500	$143,500
Deputy Chief of Bureau-District Attorney	$144,000	$157,000
Chief of Bureau-District Attorney	$167,000	$177,000
Deputy District Attorney	$170,000	$178,000
Second Deputy District Attorney	$181,500	$186,900
First Deputy District Attorney	$184,764	$193,287

Effective January 1, 2023

	Minimum	Maximum
Assistant District Attorney	$80,855	$139,050
Senior Assistant District Attorney	$141,625	$147,805
Deputy Chief of Bureau -District Attorney	$148,320	$161,710
Chief of Bureau -District Attorney	$172,010	$182,310
Deputy District Attorney	$175,100	$183,310
Second Deputy District Attorney	$186,945	$192,507
First Deputy District Attorney	$194,926	$203,198

Effective January 1, 2024

	Minimum	Maximum
Assistant District Attorney	$83,281	$143,222
Senior Assistant District	$145,874	$152,239
Deputy Chief of Bureau-District Attorney	$152,770	$166,561
Chief of Bureau-District Attorney	$177,170	$187,779
Deputy District Attorney	$180,353	$189,052
Second Deputy District Attorney	$192,553	$198,282
First Deputy District Attorney	$200,774	$210,035

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

Section 8. This Act shall take effect immediately.