


July 7, 2023

TO: Hon. Vedat Gashi, 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 – Jay Property
Cooperative Agreement Renewal.**

This will confirm my request that the Board of Legislators allow submission of the referenced communication to be submitted to the Board of Legislators July 10, 2023 Agenda.

Transmitted herewith is an Act, which, if adopted by your Honorable Board, would authorize the County to amend (“Renewal Amendment”) the Cooperation and Maintenance Agreement in order for the County to exercise the option to extend the initial ten-year term by an additional period of ten (10) years, commencing on July 9, 2023 and terminating on July 8, 2033, and modify some of the JHC’s responsibilities with respect to the operation and management of the Jay Property.

Therefore, since this communication is of the utmost importance, it is respectfully submitted that the County Board of Legislators accepts this submission for July 10, 2023 “blue sheet” calendar.

Thank you for your prompt attention to this matter.

Westchester County

George Latimer
County Executive

July 6, 2023

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:

As your Honorable Board may recall on July 7, 1997, the County of Westchester (the "County") and the State of New York, acting by and through the Commissioner of Parks, Recreation and Historic Preservation (the "NYS Parks") entered into a Cooperative Agreement (the "1997 Cooperative Agreement"), as tenants in common, pursuant to which NYS Parks purchased a 90% undivided ownership from the County and the County retained a 10% undivided ownership of a parcel of land consisting of approximately 21.5 acres in the City of Rye, known as the "Jay Property" (the "Jay Property"). The Cooperative Agreement further set forth the rights and obligations of the County and NYS Parks with respect to the Jay Property, including but not limited to, the County's full responsibility for the development, operation, maintenance, security and administration of the Jay Property to be used for low intensity recreational, educational and conservation purposes. The Cooperative Agreement was for a term of twenty (20) years and has since expired.

Over the twenty-year term of the 1997 Cooperative Agreement, by Act No. 173-2012 approved on November 26, 2012, your Honorable Board authorized the County, acting by and through its Department of Parks, Recreation & Conservation (the "Department"), to enter into a three-party Cooperative Operation and Maintenance Agreement ("Cooperation and Maintenance Agreement"), amongst the NYS Parks, the County and the Jay Heritage Center ("JHC"), a not-for-profit educational corporation located in Rye, New York, for the development, operation, maintenance, security and administration of the Jay Property by JHC. It should be noted that, pursuant to its charter by the Regents of the University of the State of New York, JHC is the designated steward of John Jay's legacy at the Jay Property and owns the 1838 Peter Augustus Jay House and the 1907 Van Norden Carriage House, plus 1.5 acres of land located inside of, surrounded by and with easements across the Jay Property.

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

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

WestchesterCountyNY.gov

Pursuant to the Cooperation and Maintenance Agreement, the County and NYS Parks granted JHC a license to develop, manage, operate, maintain, secure and administer the Jay Property for park and recreational uses for a ten (10) year term, which commenced on July 9, 2013, after obtaining approval from the Office of the New York State Comptroller. Pursuant to Section 26 of the Cooperation and Maintenance Agreement, the initial ten-year term may be extended for an additional period of ten (10) years, upon agreement of the parties and approval by the Office of the State Comptroller.

Over the initial ten-year term of the Cooperation and Maintenance Agreement, the public/private partnership between the County, NYS Parks and JHC has been very successful and the parties desire to continue this valued relationship and renew the Cooperation and Maintenance Agreement for the additional ten (10) year period.

Accordingly, transmitted herewith is an Act, which, if adopted by your Honorable Board, would authorize the County to amend (“Renewal Amendment”) the Cooperation and Maintenance Agreement in order for the County to exercise the option to extend the initial ten-year term by an additional period of ten (10) years, commencing on July 9, 2023 and terminating on July 8, 2033, and modify some of the JHC’s responsibilities with respect to the operation and management of the Jay Property.

Pursuant to the proposed Renewal Amendment, JHC shall continue to develop the Operation and Maintenance Tasks and Standards Plan which continues to include the following components: Landscape Restoration Plan, Creation of Buffer Zones; Establishment of View Ways; Creation of Invasive Plant Removal plans, Routine Maintenance and Restoration of Historic Structures Plan. It should be noted that JHC in 2022 rehabilitated the Historic Jay Gardens, which rehabilitation included the installation of a reflecting pool as an adaptive re-use of the former swimming pool structure previously located therein. Some of the JHC’s modified responsibilities with respect to the operation and management of the Jay Property, include, but are not limited to, the following:

- (i) Continue to manage the native vegetative area of approximately five (5) feet or greater (“Five (5) Wall Maintenance Strip”), if necessary, of the “Ha-ha” wall located on the Jay Property, and, in addition, manage the Five (5) Wall Maintenance Strip of the “Ha-ha” wall located on the Marshlands Conservancy property, for the remainder of the term, provided it obtains the prior written approval of the County, and to restore the “Ha-ha” wall using traditional stone wall building techniques;
- (ii) Undertake the rehabilitation of the Barlow Lane House wherein JHC may propose alternative uses, such as for Indigenous Studies and housing an archaeology lab; and
- (iii) Replace the Devereux Summer Cottage, which is in great disrepair and is no longer in use by the parties with an open-air pavilion or structure evocative of an 1849 Alexander Jackson Davis style summerhouse that once stood at the top of

the Historic Jay Gardens, subject to the County's approval and at its sole cost and expense.

Each component will continue to be developed and undertaken by JHC, at JHC's sole cost and expense, and approved by the County prior to any work being done. Each component can be phased and developed over time. Prior to the commencement of any work for each Maintenance Plan component, JHC shall (i) provide plans for any such work to the County for approval, which approval shall not be unreasonably withheld; and (ii) provide or cause its contractors and/or subcontractors to provide evidence of insurance coverage, as required under the Agreement, naming the NYS Parks and the County as additional insured.

In addition to the foregoing, pursuant to the proposed Renewal Amendment, JHC shall also be responsible for monitoring the grounds within the Jay Property to ensure that no ground disturbance occurs without the prior consultation and approval from NYS Parks. All artifacts excavated or found on the surface of the ground within the Jay Property are the property of NYS Parks.

Except as otherwise expressly modified herein, all other terms and conditions of the Cooperation and Maintenance Agreement shall remain unchanged. The County will continue to be responsible to repair and replace, if necessary, existing water lines and the septic systems located on the Jay Property which exist at the time of the execution of the Agreement. If JHC, however, increases the use so as to burden the existing water lines or septic systems, any damage or any need to increase the capacity shall be the financial responsibility of the JHC. In addition, the County shall remain responsible, including financially, for complying with all existing orders and Notices of Violation issued by the New York State Department of Environmental Conservation and will be responsible and liable for any environmental remediation that may be required as a result of conditions existing at the Jay Property as of the date of the agreement, whether known at that time or discovered in the future. In addition, JHC may enter into license agreements involving all or part of the Jay Property only upon written approval of the Commissioner of Parks, Recreation and Conservation and the Parks Board, if applicable.

It should also be noted that the Jay Property will continue to be operated and maintained as state and County parkland and will be accessible to the general public.

The Cooperation and Maintenance Agreement, as amended by the Renewal Amendment, will continue to serve a public purpose by continuing to ensure the proper development, operation, maintenance, security and administration of the Jay Property as one of Westchester County's historic parks.

The resolution of the Westchester County Parks, Recreation and Conservation board will follow under separate cover.

The Department of Planning has advised that based on its review, the proposed Renewal Amendment may be classified as a "Type II" action pursuant to the State Environmental Quality Review Act ("SEQR") and its implementing regulations, 6 NYCRR Part 617. Therefore, no

environmental review is required. As you know, your Honorable Board may use such expert advice to reach its own conclusion.

For the foregoing reasons, I most respectfully request the Board's approval of the enclosed Act.

Sincerely,

A handwritten signature in black ink, appearing to read "George Latimer", with a long horizontal flourish extending to the right.

George Latimer
County Executive

GL/KMC/cmc

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

Your Committee is in receipt of a communication from the County Executive advising that on July 7, 1997, the County of Westchester (the "County") and the State of New York, acting by and through the Commissioner of Parks, Recreation and Historic Preservation (the "NYS Parks") entered into a Cooperative Agreement (the "1997 Cooperative Agreement"), as tenants in common, pursuant to which NYS Parks purchased a 90% undivided ownership from the County and the County retained a 10% undivided ownership of a parcel of land consisting of approximately 21.5 acres in the City of Rye, known as the "Jay Property" (the "Jay Property"). The Cooperative Agreement further set forth the rights and obligations of the County and NYS Parks with respect to the Jay Property, including but not limited to, the County's full responsibility for the development, operation, maintenance, security and administration of the Jay Property to be used for low intensity recreational, educational and conservation purposes. The Cooperative Agreement was for a term of twenty (20) years and has since expired.

Your Committee is further advised that, over the twenty-year term of the 1997 Cooperative Agreement, by Act No. 173-2012 approved on November 26, 2012, your Honorable Board authorized the County, acting by and through its Department of Parks, Recreation & Conservation (the "Department"), to enter into a three-party Cooperative Operation and Maintenance Agreement ("Cooperation and Maintenance Agreement"), amongst the NYS Parks, the County and the Jay Heritage Center ("JHC"), a not-for-profit educational corporation located in Rye, New York, for the development, operation, maintenance, security and administration of the Jay Property by JHC. It should be noted that, pursuant to its charter by the Regents of the University of the State of New York, JHC is the designated steward of John Jay's legacy at the Jay Property and owns the 1838 Peter Augustus Jay House and the 1907 Van Norden Carriage House, plus 1.5 acres of land located inside of, surrounded by and with easements across the Jay Property.

Your Committee is also advised that, pursuant to the Cooperation and Maintenance Agreement, the County and NYS Parks granted JHC a license to develop, manage, operate, maintain, secure and administer the Jay Property for park and recreational uses for a ten (10) year term which commenced on July 9, 2013, after obtaining approval from the Office of the New York State Comptroller. Pursuant to Section 26 of the Cooperation and Maintenance Agreement, the initial ten-year term may be extended for an additional period of ten (10) years, upon agreement of the parties and approval by the Office of the State Comptroller.

Your Committee is further advised that over the initial ten-year term of the Cooperation and Maintenance Agreement, the public/private partnership between the County, NYS Parks and JHC has been very successful and the parties desire to continue this valued relationship and renew the Cooperation and Maintenance Agreement for the additional ten (10) year period.

Your Committee is in receipt of a communication from the County Executive recommending the adoption of an act, which, if approved by your Honorable Board, would authorize the County to amend (“Renewal Amendment”) the Cooperation and Maintenance Agreement in order for the County to exercise the option to extend the initial ten-year term by an additional period of ten (10) years, commencing on July 9, 2023 and terminating on July 8, 2033, and modify some of the JHC’s responsibilities with respect to the operation and management of the Jay Property.

Pursuant to the proposed Renewal Amendment, JHC shall continue to develop the Operation and Maintenance Tasks and Standards Plan which continues to include the following components: Landscape Restoration Plan, Creation of Buffer Zones; Establishment of View Ways; Creation of Invasive Plant Removal plans, Routine Maintenance and Restoration of Historic Structures Plan. It should be noted that JHC in 2022 rehabilitated the Historic Jay Gardens, which rehabilitation included the installation of a reflecting pool as an adaptive re-use of the former swimming pool structure previously located therein. Some of the JHC’s modified responsibilities with respect to the operation and management of the Jay Property include, but

are not limited, to the following:

- (i) Continue to continue to manage the native vegetative area of approximately five (5) feet or greater (“Five (5) Wall Maintenance Strip”), if necessary, of the “Ha-ha” wall located on the Jay Property, and, in addition, manage the Five (5) Wall Maintenance Strip of the “Ha-ha” wall located on the Marshlands Conservancy property, for the remainder of the term, provided it obtains the prior written approval of the County, and to restore the “Ha-ha” wall using traditional stone wall building techniques;
- (ii) Undertake the rehabilitation of the Barlow Lane House wherein JHC may propose alternative uses, such as for Indigenous Studies and housing an archaeology lab; and
- (iii) Replace the Devereux Summer Cottage, which is in great disrepair and is no longer in use by the parties with an open-air pavilion or structure evocative of an 1849 Alexander Jackson Davis style summerhouse that once stood at the top of the Historic Jay Gardens, subject to the County’s approval and at its sole cost and expense.

Each component will continue to be developed and undertaken by JHC, at JHC’s sole cost and expense, and approved by the County prior to any work being done. Each component can be phased and developed over time. Prior to the commencement of any work for each Maintenance Plan component, JHC shall (i) provide plans for any such work to the County for approval, which approval shall not be unreasonably withheld; and (ii) provide or cause its contractors and/or subcontractors to provide evidence of insurance coverage, as required under the Agreement, naming the NYS Parks and the County as additional insured.

In addition to the foregoing, pursuant to the proposed Renewal Amendment, JHC shall also be responsible for monitoring the grounds within the Jay Property to ensure that no ground disturbance occurs without the prior consultation and approval from NYS Parks. All artifacts excavated or found on the surface of the ground within the Jay Property are the property of NYS Parks.

Your Committee is advised that except as otherwise expressly modified herein, all other terms and conditions of the Cooperation and Maintenance Agreement shall remain unchanged.

The County will continue to be responsible to repair and replace, if necessary, existing water lines and the septic systems located on the Jay Property which exist at the time of the execution of the Agreement. If JHC, however, increases the use so as to burden the existing water lines or septic systems, any damage or any need to increase the capacity shall be the financial responsibility of the JHC. In addition, the County shall remain responsible, including financially, for complying with all existing orders and Notices of Violation issued by the New York State Department of Environmental Conservation and will be responsible and liable for any environmental remediation that may be required as a result of conditions existing at the Jay Property as of the date of the agreement, whether known at that time or discovered in the future. In addition, JHC may enter into license agreements involving all or part of the Jay Property only upon written approval of the Commissioner of Parks, Recreation and Conservation and the Parks Board, if applicable.

Your Committee is further advised that the Jay Property will continue to be operated and maintained as state and County parkland and will be accessible to the general public.

The Cooperation and Maintenance Agreement, as amended by the Renewal Amendment, will continue to serve a public purpose by continuing to ensure the proper development, operation, maintenance, security and administration of the Jay Property as one of Westchester County's historic parks.

The resolution of the Westchester County Parks, Recreation and Conservation board will follow under separate cover.

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

Your Committee has carefully considered the proposed legislation and has concluded that it is in the best interest of the County to adopt the proposed Act to authorize the County to enter into the Renewal Amendment. It should be noted that an affirmative vote of a majority of the members of your Honorable Board is required in order to adopt the attached Act.

Dated: _____, 20____
White Plains, New York

COMMITTEE ON

C:cmc.07.05.2023

FISCAL IMPACT STATEMENT

SUBJECT: Jay Heritage Center (No. C003111)

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: Neil Squillante 

Title: Deputy Commissioner

Department: Parks, Recreation & Conservation

Date: July 5, 2023

Reviewed By: 

Budget Director

Date: 7/6/23

TO: Carla Chaves, Senior Assistant County Attorney
Department of Law



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

DATE: June 29, 2023

SUBJECT: STATE ENVIRONMENTAL QUALITY REVIEW FOR JAY PROPERTY
COOPERATION AND MAINTENANCE AGREEMENT

PROJECT/ACTION: Renewal of a three-party agreement involving the County of Westchester, State of New York and the Jay Heritage Center (JHC), whereby the County and State will continue to grant JHC a license to develop, manage, operate, maintain, secure and administer the Jay Property, located in the City of Rye, for park and recreational uses. The original agreement was for a term of 10 years with an option to renew for an additional 10 years.

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

- DOES NOT MEET THE DEFINITION OF AN "ACTION" AS DEFINED UNDER SECTION 617.2(b).
- MAY BE CLASSIFIED AS TYPE II PURSUANT TO SECTION(S):
- 617.5(c)(1): maintenance or repair involving no substantial changes in an existing structure or facility;
 - 617.5(c)(8): maintenance of existing landscaping or natural growth;
 - 617.5(c)(32): license, lease and permit renewals, or transfers of ownership thereof, where there will be no material change in permit conditions or the scope of permitted activities.

COMMENTS: The renewal agreement contains an updated operations and maintenance plan. Any improvements beyond routine maintenance will require the approval of the County and will be subject to further environmental review as may be required by SEQR.

DSK/cnm

cc: Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Tami Altschiller, Assistant Chief Deputy County Attorney
Jason Klein, Director of Conservation, Dept. of Parks, Recreation and Conservation
Blanca Lopez, Acting Commissioner
Claudia Maxwell, Associate Environmental Planner

ACT NO. 2023 - ____

AN ACT authorizing the County of Westchester to amend a Cooperative Operation and Management Agreement, amongst the State of New York, acting by and through the Commissioner of Parks, Recreation and Historic Preservation, the County of Westchester and Jay Heritage Center (JHC), in order to extend the initial ten-year term by an additional period of ten (10) years and to modify some of the JHC's responsibilities with respect to the operation and management of the Jay Property

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 amend a Cooperative Operation and Maintenance Agreement ("Cooperation and Maintenance Agreement"), amongst the NYS Parks, the County and the Jay Heritage Center ("JHC"), a not-for-profit educational corporation located in Rye, New York, for the development, operation, maintenance, security and administration of the Jay Property, for an initial ten-year term, in order to extend the initial term by an additional period of ten (10) years, commencing on July 9, 2023 and terminating on July 8, 2033 and modify some of the JHC's responsibilities with respect to the operation and management of the Jay Property, including, but not limited to, the following:

- (i) Continue to manage the native vegetative area of approximately five (5) feet or greater ("Five (5) Wall Maintenance Strip"), if necessary, of the "Ha-ha" wall located on the Jay Property, and, in addition, manage the Five (5) Wall Maintenance Strip of the "Ha-ha" wall located on the Marshlands Conservancy property, for the remainder of the term, provided it obtains the prior written approval of the County, and to restore the "Ha-ha" wall using traditional stone wall building techniques;

- (ii) Undertake the rehabilitation of the Barlow Lane House and may propose alternative uses, such as for Indigenous Studies and housing an archaeology lab; and
- (iii) Replace the Devereux Summer Cottage, which is in disrepair and is no longer in use by the parties, with an open-air pavilion or structure evocative of an 1849 Alexander Jackson Davis style summerhouse that once stood at the top of the Historic Jay Gardens

§2. JHC shall also be responsible for monitoring the grounds within the Jay Property to ensure that no ground disturbance occurs without the prior consultation and approval from NYS Parks. All artifacts excavated or found on the surface of the ground within the Jay Property are the property of NYS Parks.

§3. All other terms and conditions of the Cooperation and Maintenance Agreement shall remain the same.

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

§5. This Act shall take effect immediately.