

Parks & Recreation Meeting Agenda



Committee Chair: David Tubiolo

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

Monday, September 12, 2022

9:30 AM

Committee Room

CALL TO ORDER

Joint with Budget & Appropriations

MINUTES APPROVAL

July 28, 2022 at 2:30 PM Minutes

I. ITEMS FOR DISCUSSION

[2022-370](#)

IMA-Virginia Road Ballfield-Mount Pleasant

AN ACT authorizing the County of Westchester to enter into an intermunicipal agreement with the Town of Mount Pleasant whereby the Town shall operate and maintain the facilities of the park known as the Virginia Road BallField for municipal recreation purposes.

**COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND
PARKS & RECREATION**

Guests: Parks Dept.: Commissioner Kathy O'Connor, Deputy Commissioner Peter Tartaglia;
DPW: Commissioner Hugh Greechan

[2022-464](#)

ACT - Wilson's Woods Pool Improvements (RWW05)

AN ACT amending the 2022 County Capital Budget Appropriations for Capital Project RWW05 - Wilson's Woods Pool Improvements.

**COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND
PARKS & RECREATION**

Guests: Parks Dept.: Commissioner Kathy O'Connor, Deputy Commissioner Peter Tartaglia;
DPW: Commissioner Hugh Greechan

[2022-465](#)

BOND ACT - Wilson's Woods Pool Improvements (RWW05)

A BOND ACT authorizing the issuance of SEVEN MILLION (\$7,000,000) DOLLARS in bonds

of Westchester County to finance the cost of the construction of improvements to Wilson's Woods Pool - Capital Project RWW05.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND PARKS & RECREATION

Guests: Parks Dept.: Commissioner Kathy O'Connor, Deputy Commissioner Peter Tartaglia;
DPW: Commissioner Hugh Greechan

II. OTHER BUSINESS

III. RECEIVE & FILE

ADJOURNMENT

George Latimer
County Executive

June 28, 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 consideration and approval is legislation which, if adopted, would authorize the County of Westchester (the "County") to enter into an intermunicipal agreement ("IMA") with the Town of Mount Pleasant (the "Town") whereby the Town will operate and maintain the facilities of the park known as the Virginia Road Ballfield for municipal recreation purposes. The Virginia Road Ballfield is approximately 1.5 acres and is a portion of Parcel 25 as described on Sheet 29 of the Bronx River Parkway Commission Acquisition Maps (the "Property").

Since 2007, the Town has used the Property solely for municipal recreation purposes and has kept the Property open to all County residents. The Town's most recent IMA with the County to operate and maintain the Property expired on March 31, 2022. The term of the new IMA will be for a period of five (5) years commencing retroactively on April 1, 2022 and terminating on March 31, 2027. The Town will continue to utilize the Property as a municipal recreation facility for the benefit of all County residents and pursuant to the terms of the IMA, the Town shall agree to defend and indemnify the County against any claims arising out of the IMA. The Town shall pay the County an annual license fee of \$200, with maintenance and supervision of the Property to be the sole responsibility of the Town.

As you are aware, your Honorable Board is required to make a determination of environmental significance as required by the State Environmental Quality Review Act. The Department of Planning has advised that, based on its review, this action is classified as a "Type II" action pursuant to the State Environmental Quality Review Act ("SEQRA"). Therefore, no further environmental review is required. As you know, your Honorable Board may use such expert advice to reach its own conclusion.

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 proposed agreement with the Town will enable the use of an important recreational asset of the County and will benefit both the residents of the Town and the County as a whole. Therefore, I urge your Honorable Board's approval of the attached legislation.

Very truly yours,

A handwritten signature in black ink, appearing to read "George Latimer". The signature is written in a cursive style with a large initial "G".

George Latimer
County Executive

GL/KMO/jpi
Enclosures

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 (the “County”) to enter into an intermunicipal agreement (“IMA”) with the Town of Mount Pleasant (the “Town”) whereby the Town will operate and maintain the facilities of the park known as the Virginia Road Ballfield for municipal recreation purposes. The Virginia Road Ballfield is approximately 1.5 acres and is a portion of Parcel 25 as described on Sheet 29 of the Bronx River Parkway Commission Acquisition Maps (the “Property”).

Since 2007 the Town has used the Property solely for municipal recreation purposes and has kept the Property open to all County residents. The Town’s most recent IMA with the County to operate and maintain the Property expired on March 31, 2022. The term of the new IMA will be for a period of five (5) years commencing retroactively on April 1, 2022 and terminating on March 31, 2027. The Town will continue to utilize the Property as a municipal recreation facility for the benefit of all County residents and pursuant to the terms of the IMA, the Town shall agree to defend and indemnify the County against any claims arising out of the IMA. The Town shall pay the County an annual license fee of \$200, with maintenance and supervision of the Property to be the sole responsibility of the Town.

The Planning Department has advised that, based on its review, this is a “Type II” action under the State Environmental Quality Review Act (“SEQRA”), and its implementing regulations, 6 NYCRR Part 617, which is an action determined not to have a significant effect on the environment and therefore does not require further environmental review. Your Committee has reviewed the annexed SEQRA documentation prepared by the Planning Department and concurs with this conclusion.

It should be noted that approval of the Act authorizing the County to enter into the IMA requires the affirmative vote of a majority of the voting strength of your Honorable Board.

The proposed agreement with the Town will enable the use of an important recreational asset of the County and will benefit both the residents of the Town and the County as a whole. Therefore, your Committee recommends adoption of the annexed Act.

Dated: _____, 2022
White Plains, New York

COMMITTEE ON

c/jpi:6.16.22

TO: John Paul Iannace, Senior County Attorney
Department of Law

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



DATE: June 16, 2022

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR LICENSE
AGREEMENT WITH TOWN OF MOUNT PLEASANT FOR
VIRGINIA ROAD BALLFIELD**

PROJECT/ACTION: A 5-year license agreement that would permit the Town of Mount Pleasant to continue to operate and maintain an approximately 1.5-acre site located on the County's Bronx River Parkway Reservation, known as Virginia Road Ballfield, for municipal recreational purposes from April 1, 2022 to March 31, 2027. The Town has been managing this ballfield since 2007, pursuant to a 15-year license agreement that expired on March 31, 2022.

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)(32):**
license, lease and permit renewals, or transfers of ownership thereof, where there will be no material change in permit conditions or the scope of permitted activities.

COMMENTS: None.

DSK/cnm

cc: Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Tami Altschiller, Assistant Chief Deputy County Attorney
John Condon, Department of Parks, Recreation & Conservation
Norma Drummond, Commissioner
Claudia Maxwell, Associate Environmental Planner

ACT NO. ____ - 2022

An Act authorizing the County of Westchester to enter into an intermunicipal agreement with the Town of Mount Pleasant whereby the Town shall operate and maintain the facilities of the park known as the Virginia Road Ballfield for municipal recreation purposes.

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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 enter into an intermunicipal agreement (“IMA”) with the Town of Mount Pleasant (the “Town”) whereby the Town will operate and maintain the facilities of the park known as the Virginia Road Ballfield for municipal recreation purposes, which property comprises approximately 1.5 acres and is a portion of Parcel 25 as described on Sheet 29 of the Bronx River Parkway Commission Acquisition Maps.

§2. The term of the IMA shall be for five (5) years commencing on April 1, 2022 and expiring on March 31, 2027. The Town shall use the Virginia Road Ballfield as a municipal recreation facility for the benefit of all County residents, at an annual license fee of \$200 and with maintenance and supervision to be the sole responsibility of the Town.

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

§5. This Act shall take effect immediately.

INTERMUNICIPAL LICENSE AGREEMENT made this _____ day
of _____, 2022 by and between:

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

and

TOWN OF MT. PLEASANT, a municipal corporation of the State of New York, having an office at Town Hall Plaza, Valhalla, New York 10504 (hereinafter referred to as the “Licensee”).

W I T N E S S E T H:

WHEREAS, the County, acting through the Commissioner of Parks, Recreation and Conservation (the “Commissioner”) desires to grant a license the Licensee to enter onto, to operate and maintain the property known as the “Virginia Road Ballfield”; and

WHEREAS, the Licensee desires to accept the License upon the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth, the parties agree as follows:

In consideration of the terms, conditions and covenants hereinafter set forth, the parties agree as follows:

1. The County hereby licenses to the Licensee and the Licensee hereby licenses from the County the land as consisting of a portion of Parcel 25 as described on Sheet 29 of the Bronx River Parkway Commission Acquisition Maps (hereinafter “Licensed Premises”) as detailed in the area outlined in red on the drawing attached hereto and made a part hereof as Schedule “A”. The Licensee accepts the Licensed Premises “as is” in their present

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condition. The Licensed Premises shall be used and operated by the Licensee solely and exclusively for municipal recreation purposes subject to all the terms, conditions and covenants herein. The Licensed Premises shall be used, operated and maintained by the Licensee solely and exclusively as and for municipal recreational purposes subject to all the terms, conditions and covenants herein. The Licensed Premises shall be open for the use and benefit of all County residents.

2. The term of this License shall be for five (5) years commencing on April 1, 2022 and terminating on March 31, 2027, unless terminated sooner as hereinafter provided.

3. The Licensee shall pay to the County for the term of this License an annual license fee of Two Hundred (\$200.00) Dollars on the commencement date of this License and on each anniversary date thereof at the address herein provided.

While the Licensed Premises are presently exempt from real property taxes and other special assessments under the Real Property Tax Law, in the event that such law is changed, or in the event that the Licensed Premises become subject to taxation under the cited or any other federal, state or local law, the Licensee, as additional rental, shall pay and discharge (when due and payable) any and all real estate taxes, assessments, water meter (including any expenses incident to the installation, repair or replacement of any water meter) and sewer rents and all other such charges, taxes, assessments, rents license fees, levies and sums of every kind, nature and description, which may become and payable with respect to the licensed premises during the licensed term.

4. The Licensee shall not assign this License or sublet the Licensed Premises or any part thereof without the prior written consent of the County. However, no assignment of rights or delegation of any duties, in whole or part, shall relieve the Licensee of any of its obligations hereunder.

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5. The Licensee shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations, codes and requirements of the Federal, State, County and municipal governments and of the Westchester County Department of Parks, Recreation and Conservation and of all their departments and bureaus applicable to the said premises for the prevention and abatement of nuisance and other grievances in or upon or connected with the Licensed Premises, and shall also comply with all sanitary rules and regulations of the State and County Health Departments.

6. The Licensee shall not sell, offer for sale nor permit the sale of any food, commodity, ware or merchandise of any kind, nature or description on the Demised Premises or charge a fee for parking without the prior written consent of the Commissioner.

7. The Licensee shall not charge, impose or collect any fees for entrance into or for use of the Licensed Premises without the prior written consent of the Commissioner.

8. The Licensee shall not erect nor allow the erection of any structures of any kind or any advertising signs in or on the Licensed Premises, nor perform nor allow to be performed any improvement, change or alteration to the Licensed Premises, without obtaining the prior written approval of the Commissioner. Title to any approved alterations, improvements or fixtures shall immediately, upon installation, vest in the County.

9. The County, continuously throughout the term of this License, shall cause the Licensed Premises to be policed, including police patrols and investigation of all offenses or crimes committed or attempted within the Licensed Premises.

10. The Licensee, at it sole cost and expense, shall maintain, operate and properly supervise the Licensed Premises, it being understood and agreed that such maintenance, operation and supervision shall be performed by the Licensee to the complete satisfaction of and as directed by the Commissioner.

11. The Licensee agrees that the County, its officers, employees or agents, shall have the right to enter into and upon the Licensed Premises, or any part thereof, at any and all times for any and all purposes, including but not limited to performance of work, the installation of signage or for any other reason.

12. In the event that the County desires to enter upon the premises herein for the purpose of construction or park purposes, or in the event that said premises are conveyed to the People of the State of New York, or sold to a bona fide purchaser, this License shall be terminated and become null and void upon thirty (30) days written notice to the Licensee, which shall vacate said premises no later than the effective termination date. In the event of such termination the County shall have no liability to the Licensee whatsoever.

13. The Licensee shall keep the grass on the Licensed Premises mowed and in a neat and tidy condition, allowing no papers or refuse to remain thereon, all of which shall be done in a manner satisfactory to the Commissioner. The Licensee shall, at its own cost and expense, keep any and all refuse in containers and remove and dispose of same as required. Notwithstanding anything to the contrary contained in the foregoing and in addition to the foregoing, Licensee shall further comply with and perform the park maintenance requirements as set forth in Schedule "B" which is attached hereto and made a part of.

14. All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or sent by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by overnight courier), to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt.

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To the County:

Commissioner
Department of Parks, Recreation and Conservation
450 Saw Mill River Road
Ardsley, New York 10502

with a copy to:

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

To the Licensee:

Town Supervisor
Town of Mt. Pleasant
Town Hall Plaza
Valhalla, New York 10595

15. In addition to, and not in limitation of, the insurance requirements contained in Schedule "C" entitled "Insurance Provisions", attached hereto and made a part hereof, the Licensee agrees:

The Licensee agrees to procure and maintain insurance naming the County as additional insured, as provided and described in Schedule "B", entitled "Standard Insurance Provisions", which is attached hereto and made a part hereof. In addition to, and not in limitation of the insurance provisions contained in Schedule "B", the Licensee agrees:

(a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the sole negligence of the County, the Licensee shall indemnify and hold harmless the County, its officers, employees, agents, and elected officials from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Licensee or third parties under the direction or control of the Licensee; and

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

(c) In the event the Licensee does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the Licensee shall reimburse the County's reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

16. It is expressly understood that no building, structure, equipment or space is leased to the Licensee and the Licensee's privilege to use and occupy any space assigned to it for the operation of this License shall continue only so long as the Licensee shall continue to comply with each and every term and condition of this License.

17. The Licensee shall surrender possession of the Licensed Premises to the County at the expiration of the License in good condition, normal wear and tear excepted.

18. The failure of the County to insist upon strict performance of any term, condition or covenant herein shall not be deemed a waiver of any rights or remedies that the County may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions or covenants herein.

19. In the event that the Licensee defaults in the performance of any term, condition or covenant herein contained, the County, at its option and in addition to any other remedy it may have to seek damages, judicial enforcement or any other lawful remedy, may terminate this License upon ten (10) days notice to the Licensee; provided, however, that the Licensee may defeat such notice by curing the default complained of within such notice period, or, if any such default is not curable within such notice period, by promptly commencing to cure the default and diligently pursuing all necessary and appropriate action to effect such cure. Upon a second default by the Licensee, the County, at its option and in addition to any other remedy it may have to seek damage, judicial enforcement or any other lawful remedy, may terminate this License upon written notice to the Licensee, such notice to be effective immediately upon delivery thereon.

20. The Licensee expressly agrees that neither it nor any contractor, subcontractor, employee or any other person acting on its behalf, shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status during the term of, or in connection with, this Agreement, as these terms may be defined in Chapter 700 of the Laws of Westchester County.

21. The County may, at its option, audit and examine all relevant books, records, documents or electronic data of the Licensee that are reasonably pertinent to this Agreement and the Licensee's use and operation of the Licensed Premises.

22. At least once annually, during the term of this Agreement, the Licensee shall provide a written report to the County regarding the Licensee's use of the Licensed Premises that shall include, at minimum, all reservations and uses of the Licensed Premises over and above the Licensee's own use.

23. It is mutually understood and agreed that the terms, covenants, conditions and agreements herein contained shall be binding upon the parties hereto and upon their respective successors, legal representatives and assigns.

24. It is expressly understood and agreed by and between the parties hereto that all covenants, stipulations, promises, agreements and obligations of the County contained herein shall be deemed to be stipulations, promises, agreements and obligations of the County and not of any member, officer or employee of the County in his/her individual capacity and no recourse shall be had for any obligation or liability herein or any claim based thereon against any member, officer or employee of the County or any natural person executing this Agreement on behalf of the County.

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

26. In the event that any one or more provisions, sections, subsections, clauses or words of this Agreement are for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, but this Agreement shall be construed and enforced as if such illegal or invalid section, subsection, clause or word has not been contained herein.

27. This License shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.

28. This License shall be construed and enforced in accordance with the laws of the State of New York.

[NO FURTHER TEXT ON THIS PAGE. SIGNATURE PAGE FOLLOWS].

IN WITNESS WHEREOF, the parties hereto have executed this License on the day and year first above written.

THE COUNTY OF WESTCHESTER

By: _____
Kathleen M. O'Connor
Commissioner of Parks,
Recreation & Conservation

TOWN OF MT. PLEASANT

By: _____
Carl Fugenzi
Town Supervisor

Authorized by Act No. _____-2022 of the Westchester County Board of Legislators, adopted on _____.

Approved by the Town Board of Mt. Pleasant at a meeting held on the _____ day of _____, 2022.

Approved:

Sr. Assistant County Attorney
The County of Westchester
S/Iannace/PRC/Mt.Pleasant.Virginia.Road.Ballfield.IMA.5.23.22

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MUNICIPALITY'S ACKNOWLEDGMENT

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 is the _____ of _____, the municipal corporation described in and which executed the within instrument, who being by me duly sworn did depose and say that he/she executed the same in his/her capacity, and that by his/her signature(s) on the instrument, the municipal corporation executed the instrument.

Notary Public County

CERTIFICATE OF AUTHORITY
(Municipality)

I, _____,
(Officer other than officer signing contract)

certify that I am the _____ of the
(Title)

(Name of Municipality)

(the "Municipality"), a corporation duly organized and in good standing under the

(Law under which organized, e.g., the New York Village Law, Town Law, General
Municipal Law)

named in the foregoing agreement; that _____,
(Person executing agreement)

who signed said agreement on behalf of the Municipality was, at the time of execution
_____ of the Municipality, and that said
(Title of such person),

agreement was duly signed for and on behalf of said Municipality by authority of its
_____, thereunto duly authorized and
(Town Board, Village Board, City Council)

that such authority is in full force and effect at the date hereof.

(Signature)

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

On this _____ day of _____ 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 whose name is subscribed to the above
certificate and acknowledged to me that he/she executed the above certificate in his/her capacity
as _____ of _____,
(Title) (Municipality)
the municipal corporation described in and which executed the within instrument.

Notary Public County



LICENSED AREA

**SCHEDULE 'A'
VIRGINIA ROAD BALLFIELD**

**WESTCHESTER COUNTY
DEPARTMENT OF PARKS, RECREATION AND CONSERVATION**



SCHEDULE "B"

PARK MAINTENANCE

The following tasks are required and shall be performed by the Town for the maintenance and operation of a safe and aesthetically pleasing park facility:

Mowing

Grass will be cut weekly from April through October. Litter must be picked up prior to cutting grass.

Trimming

String trimming of site amenities (benches, fences, goals, etc.) will occur weekly from April through October.

Athletic Field Maintenance

Playing surfaces will be level and free of ruts, trash and other related debris associated with activities of the park that take place on the field.

Garbage/Litter Control

An ample amount of garbage cans will be placed out so as to reflect usage of the facility. Litter will be picked up and garbage cans emptied as needed.

Leaf Collection/ Removal

Leaves will be removed from all turf areas and parking lots in the autumn and removed from the site.

Site Amenities

All benches, goal posts, backstops, bridges, fences, etc. will be kept in good order and repair.

Vandalism

All acts of vandalism/graffiti will be repaired and removed in a timely manner.

Snow Removal

Parking lots and walkways will be plowed and cleared of snow once it accumulates greater than a ½ inch. A sand/salt mixture will be spread to alleviate icing conditions on parking lots and walkways. Under no circumstances shall the dumping or storage of snow be allowed within the Licensed Premises for any reason or at any time

Roads/Parking Lots

Roadway and parking lot surfaces will be maintained to be free of sand, gravel, leaves and potholes. Parking lot striping will be visible at all times in order to provide adequate parking spaces.

Trees

All trees in the park will be kept in a safe and aesthetic condition. Hazardous trees be removed in a timely manner for public safety. Invasive vines and vegetation will be removed on a yearly basis as to not effect the health of the trees in the park.

SCHEDULE "C"

STANDARD INSURANCE PROVISIONS (Municipality)

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

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

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

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

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

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

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

- a) Workers' Compensation and Employer's Liability. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State

Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

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

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

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

- c) Commercial Umbrella/Excess Insurance: \$2,000,000 each Occurrence and Aggregate naming the "County of Westchester" as additional insured, written on a "follow the form" basis.

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

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

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

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

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

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

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



George Latimer
County Executive

September 7, 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 an Act to amend the current-year capital budget (“Capital Budget Amendment”) as well as a related bond act (“Bond Act,”) which, if adopted, would authorize the County of Westchester (“County”) add a new capital project, RWW05 – Willson’s Woods Pool Improvements (“RWW05”), and to issue up to \$7,000,000 in bonds of the County to finance RWW05.

The proposed Capital Budget Amendment will amend the County’s current-year capital budget to add an appropriation for RWW05 in the amount of \$7,000,000. The Department of Parks, Recreation and Conservation (“Department”) has advised that during preparation for the 2022 swimming season, structural fractures in the pool base were discovered. Following an investigation, it was determined that the pool is compromised and will require extensive repairs.

The Bond Act, in the amount of \$7,000,000, would finance the cost of the construction of improvements to the County’s Willson’s Woods pool, including the replacement of multiple ruptured pipes, restoration of multiple cracks in several areas of the pool, remediation of significant ground water accumulation in the pool and upgrades to the UV filtration system.

The Department has further advised financing is required for the pool to re-open for the 2023 season. County pools are a public service and resource for residents during the hot summer months. Willson’s Woods serves the population of Mount Vernon and the surrounding area and is open to all Westchester residents.

Following bonding authorization, design will be scheduled and is anticipated to take three months to complete. It is anticipated that design will be completed using consultants. It is estimated that construction will take six months to complete and will begin after award and execution of the construction contracts, subject to approval of construction financing by your Honorable Board.

Office of the County Executive

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

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

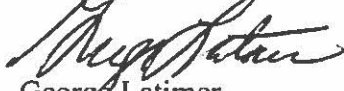
westchestergov.com

The Planning Department has advised that based on its review, RWW05 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.

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 Board report for RWW05 will be transmitted under separate cover.

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

**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 an act, which, if adopted, will amend the County’s current-year capital budget (“Capital Budget Amendment”), as well as adoption of a related bond act (“Bond Act”) in the amount of \$7,000,000 prepared by the law firm Hawkins, Delafield & Wood, to add and finance a new capital project; RWW05 – Willson’s Woods Pool Improvements (“RWW05”).

Your Committee is advised that the Capital Budget Amendment will amend the County’s current-year capital budget to add an appropriation for RWW05 in the amount of \$7,000,000. The Department of Parks, Recreation and Conservation (“Department”) has advised your Committee that during preparation for the 2022 swimming season, structural fractures in the pool base were discovered. Following an investigation, it was determined that the pool is compromised and will require extensive repairs.

The Bond Act, in the amount of \$7,000,000, would finance the cost of the construction of improvements to the County’s Willson’s Woods pool, including the replacement of multiple ruptured pipes, restoration of multiple cracks in several areas of the pool, remediation of significant ground water accumulation in the pool and upgrades to the UV filtration system.

The Department has further advised financing is required for the pool to re-open for the 2023 season. County pools are a public service and resource for residents during the hot summer months. Willson’s Woods serves the population of Mount Vernon and the surrounding area and is open to all Westchester residents.

Following bonding authorization, design will be scheduled and is anticipated to take three months to complete. It is anticipated that design will be completed using consultants. It is estimated that construction will take six months to complete and will begin after award and

execution of the construction contracts, subject to approval of construction financing by your Honorable Board.

The Planning Department has advised your Committee that based on its review, RWW05 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.

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. 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 Board report for RWW05 will be transmitted under separate cover.

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

Dated: _____, 20____
White Plains, New York

COMMITTEE ON

S: MG 8-15-22

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: RWW05

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 \$ 7,000,000 PPU 15 Anticipated Interest Rate 2.80%

Anticipated Annual Cost (Principal and Interest): \$ 571,641

Total Debt Service (Annual Cost x Term): \$ 8,574,615

Finance Department: Interest rates from August 25, 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): N/A

Potential Related Revenues (Annual): N/A

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: 76

SECTION E - EXPECTED DESIGN WORK PROVIDER

County Staff

Consultant

Not Applicable

Prepared by: Robert Abbamont

Title: Director of Operations (Capital)

Department: Public Works/Transportation


Date: 8/25/22

Reviewed By: 

Budget Director

Date: 8/26/22

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

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

DATE: August 16, 2022

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT:
RWW05 WILLSON'S WOODS POOL IMPROVEMENTS**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on 08-15-2022 (Unique ID: 1995)

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/cnm

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, Dept. 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

An Act amending the 2022 County
 Capital Budget Appropriations for
 Capital Project RWW05 - Willson's
 Woods Pool Improvements

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	\$0	\$7,000,000	\$7,000,000

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	\$0	\$7,000,000	\$7,000,000
Non County Shares	\$0		\$0
Cash	\$0		\$0
Total	<u>\$0</u>	<u>\$7,000,000</u>	<u>\$7,000,000</u>

Section 3. The ACT shall take effect immediately.

ACT NO. -20_____

BOND ACT AUTHORIZING THE ISSUANCE OF \$7,000,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE CONSTRUCTION OF IMPROVEMENTS TO WILLSON'S WOODS POOL, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$7,000,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$7,000,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted _____, 20_____)

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

Section 1. Pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the "Law"), the Westchester County Administrative Code, being Chapter 852 of the Laws of 1948, as amended, and to the provisions of other laws applicable thereto; \$7,000,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the construction of improvements to Willson's Woods pool, including the replacement of multiple ruptured pipes, restoration of multiple cracks in several areas of the pool, remediation of significant ground water accumulation in the pool and upgrades to the UV filtration system, all as set forth in the County's Current Year Capital Budget, as amended. To the extent that the details set forth in this act are inconsistent with any details set forth in the Current Year Capital Budget of the County, such Budget shall be deemed and is hereby amended. The estimated maximum cost of said specific

object or purpose, including preliminary costs and costs incidental thereto and the financing thereof is \$7,000,000. The plan of financing includes the issuance of \$7,000,000 bonds herein authorized; and any bond anticipation notes issued in anticipation of the sale of such bonds and the levy of a tax to pay the principal of and interest on said bonds and notes.

Section 2. The period of probable usefulness of the specific object or purpose for which said \$7,000,000 bonds authorized by this Act are to be issued, within the limitations of Section 11.00 a. 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 \$7,000,000. This Act is a declaration of official intent adopted pursuant to the requirements of Treasury Regulation Section 1.150-2.

Section 4. The estimate of \$7,000,000 as the estimated maximum cost of the aforesaid specific object or purpose is hereby approved.

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

contents and as to the sale and issuance of the respective amounts of bonds herein authorized, and of any notes issued in anticipation of the sale of said bonds or the renewals of said notes, and relative to executing agreements for credit enhancement, are hereby delegated to the Commissioner of Finance of the County, as the chief fiscal officer of the County.

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

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

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

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

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

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

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

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

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

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

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

(SEAL)

LEGAL NOTICE

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

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

ACT NO. _____-20_____

BOND ACT AUTHORIZING THE ISSUANCE OF \$7,000,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE CONSTRUCTION OF IMPROVEMENTS TO WILLSON'S WOODS POOL, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$7,000,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$7,000,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (adopted on _____, 20____)

object or purpose: to finance the construction of improvements to Willson's Woods pool, including the replacement of multiple ruptured pipes, restoration of multiple cracks in several areas of the pool, remediation of significant ground water accumulation in the pool and upgrades to the UV filtration system, 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: \$7,000,000; fifteen (15) years

Dated: _____, 20____
White Plains, New York

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

Project ID:* RWW05	<input checked="" type="checkbox"/> CBA	Fact Sheet Date:* 07-27-2022
Fact Sheet Year:* 2022	Project Title:* WILLSON'S WOODS POOL IMPROVEMENTS	Legislative District ID: 13,
Category* RECREATION FACILITIES	Department:* PARKS, RECREATION & CONSERVATION	CP Unique ID: 1995

Overall Project Description

This project funds the improvements and repairs to Willson's Woods pool.

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

FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2022	2023	2024	2025	2026	Under Review
Gross	7,000	0	0	0	0	0	0	7,000
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	7,000	0	0	0	0	0	0	7,000

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

Current Bond Description: The current request is a CBA to add \$7,000,000 to the 2022 budget in order to repair multiple ruptured pipes, multiple cracks in several areas of the pool and significant ground water accumulation in the pool. The project will also include upgrades to the UV filtration system.

Financing Plan for Current Request:

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

SEQR Classification:

TYPE II

Amount Requested:

7,000,000

Comments:

Energy Efficiencies:

N/A

Total Financing History:

0

Department of Planning
WBB4

Date
08-15-2022

Department of Public Works
JZR7

Date
08-15-2022

Budget Department
LMY1

Date
08-15-2022

Requesting Department
JZR7

Date
08-15-2022