

- 2025

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

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White Plains, New York

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

Your Committee is in receipt of a communication from the County Executive recommending approval of legislation, which, if approved by your Honorable Board, will authorize the County of Westchester ("County") in partnership with the City of Yonkers ("City"), to create a riverfront park on the Hudson River, in the Ludlow Section of Yonkers, as follows:

- 1) a local law ("Local Law"), which will authorize the County to enter into an intermunicipal agreement ("IMA") with the City of Yonkers (the "City"), pursuant to which the County will (i) contribute up to \$15,000,000.00 for the creation of a riverfront park on the Hudson River, in the Ludlow section of Yonkers ("Park," "Property" or "Fernbrook/Ludlow Waterfront Park") and (ii) lease the Park from the City, which Park is comprised of certain riverfront properties owned by the City located on Water Grant Street, Pier Street and Yerks Place, Yonkers, NY, more particularly identified as Section 1, Block 615, Lots 1, 6, 10 and 35.45, Section 1, Block 622, Lots 1 and 8 and Section 1, Block 623, Lots 1, 2 and 4 on the tax maps of the City of Yonkers, and certain County property which is being conveyed to the City and leased back to the County, as more particularly detailed in subparagraph 2) below.

Your Committee is advised that under the proposed IMA, the County will contribute up to \$15,000,000.00 to finance the construction of upland site work improvements to create the Park, including, but not limited to, remediation work. Pursuant to the IMA, the Park will be operated and maintained solely by the City and remain accessible to all County residents for park purposes, in perpetuity and free of any parking entry charges or use fees, except for the renting of picnic facilities, kayak equipment or other activities mutually approved by the parties, provided (i) such fees are reasonable and (ii) the City will charge the same fees to residents and non-residents of the City of Yonkers.

Your Committee is also advised that the term of the proposed IMA will commence upon the start of construction of the upland site work improvements on the Park and shall continue

for the life of the bonds which is anticipated to be fifteen (15) years, unless the Agreement is terminated sooner in accordance with the terms of this Agreement.

Your Committee is further advised that, pursuant to the proposed IMA, the City will be responsible for all labor and equipment to create the Fernbrook/Ludlow Waterfront Park, including procuring design services and construction of the Park improvements. Such procurement will be in compliance with all applicable laws, rules and regulations. The City will not deviate from the approved drawings and specifications without the prior written consent of the County's Department of Planning Commissioner ("Planning Commissioner") and the Department of Public Works and Transportation Commissioner.

Your Committee is also advised that, pursuant to Section 104.11(5)(e) of the Laws of Westchester County, authorization of the proposed IMA, pursuant to which the County will lease the Park from the City requires the passage of a Local Law. Also attached is a Resolution authorizing a Public Hearing as required by §209.141(4) of the Laws of Westchester County.

- 2) an act ("Conveyance Act"), which will authorize the County to convey to the City certain County-owned land located at 1 Fernbrook Street, Yonkers, New York, consisting of approximately 0.4 acres of vacant unused land, as more particularly identified as Section 1, Block 600, portion of Lot 1 in the tax maps of the City of Yonkers (the "County Parcel") to be added to the Park for the construction of certain upland park improvements by the City. Those improvements will include, but are not limited to, the installation of a parking lot and three (3) electric vehicle ("EV") charging stations, capable of charging six (6) cars at the same time, to be used by all County residents desirous of enjoying the Park for park and recreational purposes.

Your Committee is advised that the County acquired title to the County Parcel and other County property in 1970. The County Parcel is adjacent to (more particularly located on the north side of) the County's Wastewater Treatment Plant, also known as the Yonkers Joint Resource Recovery Facility ("Facility").

Your Committee is also advised that the County has determined that the County Parcel is no longer required for any County purpose and desires that the County Parcel be used for park purposes. As a condition for the conveyance of the County Parcel to the City, the City (i) will grant to the County a permanent easement over the County Parcel for any purpose whatsoever related to the operation of the Facility, including, but not limited to, inspecting, installing and operating the steel bulkhead running along the Hudson River ("County Bulkhead"), new bulkheads, underground utilities, underground storm drainage and other sewer lines and improvements such as, but not limited to, protective barriers and fences and fire hydrants related to the Facility or the County Bulkhead, together with the right of ingress and egress to exercise all such rights; and (ii) shall assume full responsibility for the maintenance, repair and replacement of the existing railroad tie bulkheads ("Railroad Bulkheads") and other existing infrastructure or systems, to the County's reasonable satisfaction. The City will also agree to, in the event necessary, to replace the Railroad Bulkheads with new bulkheads to be designed at the discretion of the City engineer to meet current design and use standards. The County and the City agree to execute and record an easement agreement setting forth the rights and responsibilities of each party thereunder.

Your Committee is further advised that, pursuant to Section 209.101(8) of the Laws of Westchester County, the County may sell or convey any surplus real property to be used in perpetuity for park and municipal recreation purposes for the sum of \$1.00. The proposed Land Conveyance Act will authorize the sale of the County Parcel to the City for \$1.00 to be used by all County residents desirous of enjoying the Park for park and recreational purposes, free of any parking or use fees, except as indicated above. A Report from the Planning Commissioner, required pursuant to Section 191.41 of the Laws of Westchester County, recommending disposition of the County Parcel is attached hereto for your consideration.

- 3) an act ("Bond Act"), which will authorize the County to issue \$15,000,000.00 in bonds of the County, to finance the construction of upland site work improvements to create the Park, including remediation work. The total estimated cost for the creation of the Park is approximately \$21,000,000.00, of which \$15,000,000.00 will be funded by the County under

the Bond Act and the remaining amount or other excess amounts will be funded by the City to finance the creation of the Park.

- 4) an act (“Capital Budget Amendment Act”), which will amend the current-year capital budget to increase the County share for this specific capital project BLA1A (2800) –Yonkers Waterfront Park (“BLA1A”) by \$5,000,000.00, from \$10,000,000.00 to \$15,000,000.00, which continues capital project BLA1A Parkland Acquisition/Westchester Legacy Program.

The Department of Planning has advised your Committee that pursuant to the State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617 (“SEQRA”), the City classified this capital project as an Unlisted action. Pursuant to a resolution approved on October 22, 2024, the City Council declared itself as the lead agency and circulated the Environmental Assessment Form (“EAF”), supplemental attachments and the criteria set forth in SEQRA and has identified and carefully considered the relevant areas of environmental concern which are set forth in the EAF, to determine if this proposed action will have a significant impact upon the environment. On December 10, 2024, the City Council issued a Negative Declaration for the project. Since the City undertook coordinated review and the County was included as an involved agency, then, in accordance with SEQRA, no further environmental review is required by the County. Your Committee concurs with this recommendation.

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 County Planning Board in respect to the physical planning aspects of the project. The Department of Planning has advised that since the Planning Board has reviewed the project and issued a report, which is attached hereto for your consideration, no further action by the Planning Board is necessary at this time.

Your Committee has also been informed that the adoption of the Local Law, the Land Conveyance Act, Capital Budget Amendment as well as the related Bond Act each require an affirmative vote of two-thirds of all the members of your Honorable Board. Your Committee is

further advised that the Bond Act can only be enacted following adoption of the Capital Budget Amendment. Additionally, as indicated in subparagraph 1) above, prior to taking any action on the proposed Local Law, this Honorable Board must hold a public hearing pursuant to 209.141(4) of the Laws of Westchester County, and a resolution providing for the hearing is annexed hereto.

Your Committee has carefully considered this matter and recommends that your Honorable Board adopt the annexed Local Law and Acts authorizing the County to enter into the IMA, sell the County Property to the City for \$1.00 for park purposes and accept an easement, amend the current-year capital budget and issue bonds in the amount of \$15,000,000.00 to finance the needed upland park improvements, including remediation work.

Dated: March 3<sup>rd</sup>, 2025.

White Plains, New York

		
Budget & Appropriations 3/3/2025	Parks & Environment 3/3/2025	Public Works & Transportation 3/7/25

c/cmc.02.06.2025

Dated: March 3, 2025  
White Plains, New York

***The following members attended the meeting remotely and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below***

Committee(s) on:

**Budget & Appropriations**



A handwritten signature in black ink, appearing to read "Colin J. Smith". The signature is written in a cursive, flowing style with a large, stylized "S" at the end.

Dated: March 7, 2025  
White Plains, New York

***The following members attended the meeting remotely and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below.***

Committee(s) on:

**PUBLIC WORKS &  
TRANSPORTATION COMMITTEE**



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

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



DATE: January 24, 2025

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT:  
BLA1A, PARKLAND AND HISTORICAL PRESERVATION PROGRAM  
YONKERS WATERFRONT PARK ON FERNBOOK STREET**

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The Planning Department has reviewed the above referenced capital project (Fact Sheet Unique ID: 2800) with respect to the State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617 (SEQR).

This capital project will provide funding to support the creation of a new waterfront park on Fernbrook Street, south of Ludlow Street, in the City of Yonkers. The park will include a playground, a pavilion, walking paths, lawn areas, an observation area overlooking the Hudson River, and a parking lot. This is part of a larger project that is being undertaken by the City of Yonkers that will include facilities for the Yonkers Fire and Police departments and for the Yonkers Paddling and Rowing Club. In addition to the provision of funding, which will require an inter-municipal agreement and a temporary lease over the City-owned property, the County will convey approximately 0.4 acres of land on the north side of the Yonkers Joint Treatment Plant to the City to be added to the new park, which will be open to all county residents. The County will retain a permanent easement over the property to be conveyed to allow the County to utilize the property as necessary to maintain the treatment plant and its operations.

Pursuant to SEQR, the Yonkers City Council classified the overall project as an Unlisted action. On November 1, 2024, the City sent out a notice of intent to serve as lead agency, along with Part 1 of a full Environmental Assessment Form. On December 10, 2024, the Yonkers City Council adopted a Negative Declaration for the project. Since the City undertook coordinated review and the County of Westchester was included as an involved agency, then, in accordance with section 617.6(b)(3), no further environmental review is required by the County.

Please do not hesitate to contact me if you have any questions regarding this matter.

DSK/cnm

cc: Andrew Ferris, Chief of Staff  
Paula Friedman, Assistant to the County Executive  
Lawrence Soule, Budget Director

Tami Altschiller, Assistant Chief Deputy County Attorney  
Blanca Lopez, Commissioner of Planning  
Dianne Vanadia, Associate Budget Director  
David Vutera, Associate County Attorney  
Brian Hegt, Director, Government & Community Relations (DPWT)  
Susan Darling, Chief Planner  
Michael Lipkin, Associate Planner  
Claudia Maxwell, Associate Environmental Planner

RESOLUTION NO.196-2024

BY COUNCIL PRESIDENT COLLINS-BELLAMY, MAJORITY LEADER RUBBO, MAJORITY WHIP ROBINSON, MINORITY LEADER BREEN, COUNCILMEMBERS, PINEDA –ISAAC, DIAZ AND MERANTE:

A RESOLUTION TO ISSUE A DETERMINATION OF SIGNIFICANCE PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT ("SEQRA") RELATING TO THE DEVELOPMENT OF A NEW PARK LOCATED ON THE WATERFRONT AT FERNBROOK STREET

WHEREAS, there is pending before the City Council, items related to the City's development of a new waterfront park at Fernbrook Street, including an intermunicipal agreement with the County of Westchester; and

WHEREAS, the City Council has determined that the proposed development has been reviewed as an Unlisted Action under the State Environmental Quality Review Act ("SEQRA") requiring the City Council to comply with the regulations promulgated pursuant to SEQRA; and

WHEREAS, the City Council declared itself Lead Agency by resolution at its meeting of October 22, 2024; and

WHEREAS, the City Council received and considered comments from involved agencies;

WHEREAS, the City Council has carefully considered the proposed action, has reviewed the attached Environmental Assessment Form ("EAF"), supplemental attachments, and the criteria set forth in Section 617.7 of 6 NYCRR Part 617 of the SEQRA, and has identified and carefully considered the relevant areas of environmental concern, which are fully set forth in the EAF, to determine if this proposed action will have a significant impact upon the environment.

RESOLUTION NO.196-2024 (CONTINUED)

NOW, THEREFORE, BE IT RESOLVED by the Yonkers City Council that, based upon the City Council's review of the EAF and for the reasons set forth therein, the City Council hereby adopts a Negative Declaration under SEQRA that there will be no adverse impact on the environment from development of a new waterfront park of the Property.

THIS RESOLUTION WAS ADOPTED BY THE CITY COUNCIL AT A STATED MEETING HELD ON TUESDAY, DECEMBER 10, 2024. BY A VOTE OF 7-0.

L. Alt-Bellamy  
COUNCIL PRESIDENT

12/16/2024  
DATE

SENT TO MAYOR 12/19/2024  
DATE

[Signature]  
MAYOR

APPROVED 12/23/24  
DATE

ATTEST:

[Signature]  
CITY CLERK

12/24/24  
DATE

**RESOLUTION 24- 13**

**WESTCHESTER COUNTY PLANNING BOARD**

**BLAIA Parkland and Historical Preservation Program**  
Fernbrook Waterfront Park, City of Yonkers

**WHEREAS**, BLAIA Parkland and Historical Preservation Program funds will be used for the construction of upland site work improvements to create a riverfront park in the Fernbrook-Ludlow neighborhood in the City of Yonkers, for use by all county residents, in the amount of \$15,000,000; and

**WHEREAS**, the County will accept an easement for access over such property and the County will lease City-owned property; and

**WHEREAS**, the County will convey property to the City of approximately 0.4 acre of undeveloped land adjacent to the County's Wastewater Treatment Plant, which the County desires to use as park and recreational purposes; and

**WHEREAS**, the proposed Land Conveyance Act will authorize the sale of the County Property to the City for \$1.00 to be used as a parking lot by all County residents who would use the Fernbrook-Ludlow Park for park and recreation purposes; and

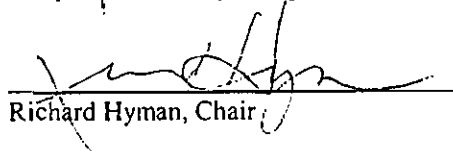
**WHEREAS**, the park will be open and accessible to all Westchester County residents; and

**WHEREAS**, the County Executive will submit legislation to the County Board of Legislators which would authorize an amendment adding this site to the 2024 Capital Budget requests utilizing appropriated funds in **BLAIA Parkland and Historical Preservation Program**; and


**WHEREAS**, the project is consistent with the policies of *Westchester 2025*, in that it will enhance the quality of Westchester's parks and recreation facilities; be it

**RESOLVED**, that the County Planning Board, pursuant to Section 167.131 of the County Charter, amends its report on the 2024 Capital Budget to add \$5,000,000 to this project as well as use of \$10,000,000 from already appropriated funds from **BLAIA Parkland and Historical Preservation Program** for the construction of upland site work improvements to create a waterfront park in the City of Yonkers.

Adopted this 2<sup>nd</sup> day of April 2024

  
Richard Hyman, Chair

TO: Honorable George Latimer  
County Executive

FROM: Blanca P. López, M.S.   
Commissioner

DATE: April 15, 2024

SUBJECT: Disposition of 0.43 acres of undeveloped land adjacent to the County's  
Wastewater Treatment Plant in the City of Yonkers

Pursuant to Section 191.41 of the County Charter, this is the required report of the Commissioner of Planning on the proposed disposition of 0.43 acres of undeveloped land adjacent to the County's Wastewater Treatment Plant in the City of Yonkers for the development of the Fernbrook Waterfront Park. The proposed Land Conveyance Act will authorize the sale of the County Property to the City of Yonkers for park and recreational purposes.

The disposition of the .43-acre parcel for the purposes of creating park and recreational opportunities in the City of Yonkers is recommended for the following reasons:

1. the park will be accessible to all County residents;
2. there are few waterfront recreational opportunities in this densely populated area of Westchester County;
3. the property is pedestrian accessible as well as via Metro-North commuter rail and Bee-Line bus service;
4. there are approximately 18,000 persons who live within a 0.5-mile radius of the site;
5. the property being disposed will provide much needed parking for the site;
6. the project is consistent with the policies of *Westchester 2025*, in that it will enhance the quality of Westchester's parks and recreation facilities

Based on this record, I have no objection to the disposition of the parcel owned by Westchester County. Attached is a copy of the resolution adopted by the Planning Board in support of the proposed disposition.

cc: John Nonna, County Attorney  
Tami Altschiller, Deputy County Attorney  
Christopher Steers, Director of Real Estate  
Lynne A. Colavita, Senior Assistant County Attorney  
Claudia Maxwell, Principal Environmental Planner  
Susan Darling, Chief Planner  
Michael Lipkin, Associate Planner

**BLA1A Parkland and Historical Preservation Program**  
**Fernbrook Waterfront Park, City of Yonkers**

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

	Estimated							
	Ultimate	Approp-						Under
	Total Cost	riated	2024	2025	2026	2027	2028	Review
<b>Gross</b>	32,227	27,227						5,000
<b>Less non-County Shares</b>								
<b>Net</b>	32,227	27,227						5,000

**Project Description**

This project continues Capital Project BLA01 Parkland Acquisition/Westchester Legacy Program. The Legacy Program is designed to aggressively pursue land acquisition for three major objectives:

1. Purchase parkland for active recreation such as baseball and soccer fields, trailways, and bike paths.
2. Preserve green space, protect natural habitats and protect rivers, streams, and lakes.
3. Preserve land for historic preservation and protection of our cultural landscape.

The project will provide funding for the construction of upland site work improvements to create a riverfront park in the Ludlow neighborhood in the City of Yonkers. The 2024 capital budget amendment (CBA) is to move \$5 Million in Under Review to this project. The project has \$10 Million in existing appropriations from 2021 for this project. The total county contribution will be \$15 Million. The project also includes an Act to approve conveyance of County property to the City for open space, with the County accepting an easement for access over such property.

**Appropriations/Requests**

2020: Funding for acquisition of properties for parkland and historic preservation (\$1,000,000)  
 2021: Creation of a new park in Ludlow Park, Yonkers (\$10,000,000); 4<sup>th</sup> Street Playground, Mt. Vernon (\$2,000,000); RiverWalk Improvements, Yonkers (\$5,000,000)  
 2022: Funding for environmental reviews for the design and construction of RiverWalk trail connections in Tarrytown (\$1,300,000)  
 2023: Funding for a True Linear RiverWalk Park in Yonkers (\$5,000,000) and Flint Park Turf Field, Larchmont (\$1,000,000), Habirshaw County Park (2020 appropriations)  
 2024: \$1,000,000 for Improvements to RiverWalk in Tarrytown. BOL add of \$2,000,000 for Silliman Park in Ardsley <sup>1</sup>; BOL add of \$427,000 for Rye Town Interior Bathhouse <sup>2</sup>. \$500,000 was added for general purposes and cost inflation,  
 Under Review: \$5,000,000 additional funding for parkland preservation

**Justification**

The Westchester County park and open space system has contributed greatly to the quality of life in the County. Municipal officials and residents throughout Westchester have indicated that open space preservation remains a top priority. The acquisition and protection of lands for environmental protection helps to build on this legacy. The County has played an important role in expanding opportunities for active recreation; traditionally it was municipalities and school districts that developed athletic fields.

<sup>1</sup> This Board of Legislator late addition to the Capital Plan 2024-2028 has not yet been reviewed by the County Planning Board.

<sup>2</sup> This Board of Legislator late addition to the Capital Plan 2024-2028 has not yet been reviewed by the County Planning Board.

The 1999 Open Space Policies were adopted by both the Planning and Parks Boards. These policies have goals for a continued County park and open space acquisition program that includes:

1. Provision of opportunities for active and passive recreation, with emphasis on locations close to concentrations of the County's population;
2. Establishment of a series of open space linkages to provide a connected system of parklands;
3. Preservation of significant amounts of the Hudson River waterfront;
4. Protection of environmentally significant properties; and
5. Preservation of properties considered to be of historic significance.

**CONSISTENCY WITH PROGRAMS OR PLANS:** The project is consistent with the policies of *Westchester 2025*, the County's long-range land use policies, and the 1999 Open Space Policies in that it supports open space preservation, provides opportunities for active and passive recreation, promotes open space linkages, preserves environmentally significant properties and helps preserve properties considered to be of historic significance.

**Planning Board Analysis:**

**PL2:** The Planning Board supports this project to improve parkland in the densely populated City of Yonkers. The Planning Board supports projects with the goal to keep park facilities in a well-maintained state. Performing physical improvements on a priority basis reflects a comprehensive approach to undertaking capital improvements.

As per Westchester County policy, stormwater management must be addressed with every capital project. Designs should comply with the NYS Stormwater Management Design Manual and the NYS Standards and Specifications for Erosion and Sediment Control.





**LOCAL LAW NO.        – 2025**

**A LOCAL LAW** authorizing the County of Westchester to enter into an intermunicipal agreement with the City of Yonkers, whereby the County will lease certain property from the City of Yonkers, and contribute \$15,000,000.00 toward the construction of upland site work improvements, including remediation work, to create a riverfront park in Yonkers.

**BE IT RESOLVED** by the County Board of the County of Westchester as follows:

**Section 1.** The County of Westchester (“County”) is hereby authorized to enter into an intermunicipal agreement (“IMA”) with the City of Yonkers (“City”), whereby the County shall (i) contribute up to \$15,000,000.00 for the creation of a riverfront park on the Hudson River, in the Ludlow section of Yonkers (“Park,” “Property” or “Fernbrook/Ludlow Waterfront Park”) and (ii) lease the Park from the City, which Park is comprised of certain riverfront properties owned by the City located on Water Grant Street, Pier Street and Yerks Place, Yonkers, NY, more particularly identified as Section 1, Block 615, Lots 1, 6, 10 and 35.45, Section 1, Block 622, Lots 1 and 8 and Section 1, Block 623, Lots 1, 2 and 4 on the tax maps of the City of Yonkers, and certain County property which is being conveyed to the City and leased back to the County.

**§2.** The County shall contribute up to \$15,000,000.00 to finance the construction of upland site work improvements to create the Park, including, but not limited to, remediation work.

**§3.** The Park shall be operated and maintained solely by the City and remain accessible to all County residents for park purposes in perpetuity, free of any parking entry charges or use

fees, except for the renting of picnic facilities, kayak equipment or other activities mutually approved by the parties, provided (i) such fees are reasonable and (ii) the City shall charge the same fees to residents and non-residents of the City of Yonkers.

§4. The term of the IMA term shall commence upon the commencement of the construction of the upland site work improvements on the Park and shall continue for the life of the bonds which is anticipated to be fifteen (15) years, unless the Agreement is terminated sooner in accordance with the terms of this Agreement.

§5. 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.

§6. This Local Law shall take effect immediately.

**THIS INTERMUNICIPAL AGREEMENT** ("Agreement"), made the\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between:

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

and

**THE CITY OF YONKERS**, a municipal corporation of the State of New York, having an office and place of business at 40 South Broadway, Yonkers, NY 10701 (hereinafter referred to as the "Municipality" or the "City")

**WITNESSETH**

**WHEREAS**, the Municipality is the owner of certain riverfront properties consisting of approximately 3.2 acres (the "City Property"), located on Water Grant Street, Pier Street and Yerks Place, Yonkers, NY, in the Ludlow Section of Yonkers, more particularly identified as Section 1, Block 615, Lots 1, 6, 10 and 35.45, Section 1, Block 622, Lots 1 and 8 and Section 1, Block 623, Lots 1, 2 and 4 on the tax maps of the City of Yonkers and described on Schedule "A," which is attached to and made a part of this Agreement; and

**WHEREAS**, the County, acting by and through the Department of Planning ("Department"), is the owner of certain real property adjacent to the City Property, consisting of approximately 0.4 acres (the "County Parcel" or "County Property"), located at 1 Fernbrook Street, Yonkers, New York 10705, as more particularly identified as Section 1, Block 600, portion of Lot 1 in the tax maps of the City of Yonkers and described on Schedule "A-1" which is attached to and made a part of this Agreement (the City Property together with the County Parcel shall hereinafter be referred to as the "Property")

**WHEREAS**, the parties desire to conduct upland site work improvements on the Property to create a riverfront park ("Park" or "Fernbrook/Ludlow Waterfront Park") on the Property and make the Property available to all Westchester County residents for park and recreational purposes; and

**WHEREAS**, the County desires to assist the Municipality in making the needed park improvements to the Property.

**NOW, THEREFORE**, in consideration of the premises and of the mutual representations, covenants and agreements herein set forth, the County and the Municipality, each binding itself, its successors and assigns, do mutually promise, covenant and agree as follows:

**ARTICLE I**  
**IMPROVEMENTS TO THE PROPERTY**

**Section 1.0.** The Municipality shall provide, all labor and equipment required to perform all work described below, as more particularly detailed in Schedule “B” which is attached to and made a part of this Agreement. All work by the Municipality shall be performed in conformance with the specifications to be pre-approved by the County and using the MasterSpec/CSI format Specifications with unit pricing as a framework for construction methodology.

The Municipality shall undertake park improvements to the Property which have been approved by the Municipality and the County including, but not limited to, site preparation and demolition, site & soil remediation, excavation and grading, pre and post storm water erosion and sedimentation control, bulkhead and pilings work, and then the construction of park facilities, as more particularly described in the drawings and specifications attached hereto as Schedule “B”, to be used, occupied and/or enjoyed by all County residents (“Park Improvements”). Park improvements shall consist, among other things, of park facilities to including but not limited to a playground, dog park, non-wading water spray park, outdoor fitness area, parking lot with EV charging stations, picnic and seating areas, and associated drainage structures, pavements, separation walls, fences, railings, site furniture, lighting and landscaping. The Municipality shall not deviate from the approved drawings and specifications without the prior written consent of the County’s Commissioner of Planning or his authorized representative (the “Planning Commissioner”) and the County’s Commissioner of Public Works and Transportation (the “Public Works Commissioner”). The Property and the improvements shall be accessible to all Westchester County residents in perpetuity.

All of the activities listed herein shall be incorporated into the unique project undertaken to create the Park and shall not be segregated into separate construction contracts or other agreements scheduled to take place at a future date. Any and all permits and approvals necessary to complete this work from any agencies, including but not limited to all State and Federal agencies, are the responsibility of the Municipality and shall be provided to the County prior to undertaking any construction activities.

No alterations, changes or modifications to the Park shall be made by the Municipality during the term of this Agreement, without first obtaining the approval of the County's Planning's Commissioner and Public Works Commissioner.

## **ARTICLE II**

### **PAYMENT**

**Section 2.0.** In consideration for the park improvements and the availability of the Park to all Westchester County residents, the County shall pay to the Municipality an amount not to exceed FIFTEEN MILLION DOLLARS (\$15,000,000.00), payable in the manner set forth below, for the Park Improvements described in Section 1, not to exceed the total aggregate amount of \$15,000,000.00. In the event the Municipality incurs costs in excess of \$15,000,000 to construct the Park, such costs shall be the responsibility of the Municipality. The County shall have no further financial obligation whatsoever for the Property, including operation, maintenance and future capital improvements.

Payment under this Agreement shall be made after submission by the Municipality of an invoice together with supporting documentation, as specified below, and paid only after approval of the invoice and supporting documentation by the Planning Commissioner and Public Works Commissioner. The City shall invoice the County monthly, and such invoices shall be uniquely numbered, and signed by the Municipality, evidencing work completed up to the invoice date. Each invoice shall be submitted with supporting documentation, consisting of contractor invoices as well as an AIA G702 form(s) signed by the Architect or Engineer of Record and the Inspecting Engineer certifying that the work claimed in the requisition has been performed as per the approved plans & specifications. Any changes to the work shall be submitted on an AIA G701 form with

the same requirements and signatures; however, the County will not be responsible for payment of any change orders without advance written approval of the County.

Except as otherwise expressly stated in this Agreement, no payment shall be made by the County to the Municipality for out of pocket expenses or disbursements made in connection with the services rendered or the work to be performed hereunder.

Prior to the making of any payments hereunder, the County may, at its option, audit such books and records of the Municipality as are reasonably pertinent to this Agreement or inspect the work to substantiate the basis for payment. The County will not withhold payment pursuant to this paragraph for more than sixty (60) days after payment would otherwise be due pursuant to the provisions of this Section 2.0, but the County shall not be restricted from withholding payment for cause found in the course of such audit or because of failure of the Municipality to cooperate with such audit. The County shall, in addition, have the right to audit such books and records subsequent to payment, if such audit is commenced within one year following termination of this Agreement.

### **ARTICLE III**

#### **LEASE OF PROPERTY**

**Section 3.0.** In order to facilitate the County's issuance of bonds to finance the park improvements to the Property, the Municipality grants to the County the right to use and occupy the upland portion of the Park, as more particularly detailed in Schedule "B," for the term and subject to the conditions set forth in this Agreement. The County shall use the Property for the purposes contemplated by this Agreement and for no other purpose.

**Section 3.1.** The consideration for this lease shall be the County's faithful performance of all of its obligations under this Agreement.

**Section 3.2.** Upon the termination of this Agreement, the County shall peaceably surrender up the Property to the Municipality. Upon such termination, the Municipality may re-enter and repossess the Property together with all improvements and additions thereto. The Municipality

shall use the Property in perpetuity for the purposes contemplated by this Agreement and for no other purpose.

**Section 3.3.** (a) Except as set forth in that certain Phase I and II environmental site assessment and field testing reports. for the Property, dated February 28, 2022 and April 21, 2022, respectively, a copies of which have been delivered to the County, and the representations of sewer discharges set forth in Section 5.1, the Municipality represents and warrants and guarantees to the County as follows:

- (i) the Municipality has no knowledge of, and has not received any notice of any condition at, on, under or related to the Property or ground or surface waters associated therewith or migrating or threatening to migrate to or from the Property which may have a material effect on the value of the Property or subject the owner thereof to potential liabilities in accordance with the Environmental Requirements (as defined below); and
- (ii) the Municipality has no knowledge of, has and has not received any notice of any condition at, on, under, or related to the Property (or ground or surface waters associated therewith) or migrating or threatening to migrate to or from the Property presently or potentially posing a significant hazard to human health or the environment; such conditions being defined as "Hazardous Materials" below; and

(b) Definitions. For the purposes of this Agreement and this Section 3.3, the following definitions will apply:

- (i) "Hazardous Materials" will mean any substance:
  - (a) the presence of which requires investigation or remediation under any federal, state, or local statute, regulation, ordinance, order, action, policy or common law; or
  - (b) which is or becomes defined as a hazardous waste, hazardous substance, pollutant or contaminant under any federal, state or local statute, regulation, rule, or ordinance or amendments thereto including, without limitation, the United States Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 USC §9601 (14) 42 USC §9602, and any "hazardous waste" as defined



in or listed under the United States Solid Waste Disposal Act, as amended, 42 USC §6901(5), 42 USC §6921; or

- (c) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous, and is or becomes regulated by any governmental authority, agency, department, commission, board or instrumentality of the United States, the State of New York or any political subdivision thereof; or
  - (d) the presence of which, on the Property, causes or threatens to cause a nuisance on the Property or to nearby properties, or poses or threatens to pose a hazard to the health and safety of persons on, about or nearby the Property; or
  - (e) the presence of which on nearby properties would constitute a trespass by the owner of the Property; or
  - (f) which contains, without limitation, gasoline, diesel fuel, or other petroleum hydrocarbons; or
  - (g) which contains, without limitation, polychlorinated biphenols (PCBs), asbestos, or urea formaldehyde foam insulation.
- (ii) "Environmental Requirements" will mean all applicable present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises, and similar items, of all government agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, the State of New York and the political subdivisions thereof; and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human health or the environment.

(c) The Municipality shall, perform any cleanup, response, removal or remediation of any environmental conditions currently existing on the Property, required by a governmental entity (hereinafter collectively referred to as "Response Action"), and the Municipality shall not be entitled to any damages, actual or consequential, by reason of any work required by the Response Action or the Response Action's interference with Municipality's use of the Property. The Municipality shall permit the County and its contractors full, unrestricted and unconditional access to the Property for the purpose of inspecting, completing or engaging in a Response Action for which the Municipality is responsible should the Municipality fail to diligently pursue and

complete such Response Action to the satisfaction of the governmental agency requiring the Response Action. The County's completion of any of Municipality's obligations hereunder shall not be deemed a waiver of the Municipality's obligations under this Agreement. The County shall have the right, but not the obligation, to conduct reasonable inspections of the Municipality's Response Action and the Municipality shall provide the County with a copy of the Response Action, all information requested by the County regarding the Municipality's Response Action or any environmental condition for which the Municipality is responsible.

(d) Without limiting any other provisions of this Agreement, the Municipality, at its expense, will at all times maintain and keep the Property and all improvements and property now or hereafter erected or placed thereon, including but not limited to, the structures, equipment, and operations, in compliance with all federal, state, and local laws, rules and regulations designed to prevent or control the discharge of substances in the land, water, or air, and the Municipality agrees to indemnify, hold harmless and defend County from and against any and all suits, actions, proceedings, fines, claims, or the cleanup, response, removal or remediation of any environmental condition arising from or alleged to arise from a violation of any such environmental law, rule, or regulation, unless and except where such violation shall have been caused solely by the fault of County.

Without limiting any other provision of this Agreement, the County shall have the right to enter and inspect the Property in order to determine whether the Municipality is complying with such laws, rules and regulations, but no such inspection or absence of inspection by the County shall be construed to relieve the Municipality of its obligations to comply with all such laws, rules, and regulations.

(e) The Municipality hereby acknowledges and agrees that it will defend and indemnify the County for any Environmental Damages (as defined below), arising out of or in any way connected with the Municipality's work at the Property or the use of the Property. Environmental Damages will mean all claims, damages, losses, penalties, fines, liabilities (including strict liability), encumbrances, liens, costs and expenses of investigation and defense of any kind or nature, whether or not such claim is ultimately defeated, and any good faith settlement or judgment, of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or

unforeseeable, including without limitation, reasonable attorneys' fees and disbursements and consultants' fees, any of which are incurred as the result of the existence of "Hazardous Materials" at, on, under or related to the Property (or ground or surface water associated therewith) or migrating or threatening to migrate to or from the Property, or the existence of a violation of Environmental Requirements pertaining to the Property, regardless of when the existence of such Hazardous Materials or the violation of Environmental Requirements arose, including, without limitation:

- (i) damages for personal injury, death or injury to property or natural resources occurring on or off the Property, foreseeable or unforeseeable, including without limitation, lost profits, consequential damages, the cost of demolition or rebuilding of any improvements of real property, interest and penalties;
- (ii) fees incurred for the service of attorneys, consultants, contractors, experts, laboratories and all other costs incurred in connection with the investigation or remediation of such Hazardous Materials violation of Environmental Requirements including, but not limited to, the preparation of any feasibility studies or reports or the performance of any cleanup, remediation, removal, response, abatement, containment, closure, restoration or monitoring work required by any federal, state or local governmental agency or political subdivision, or reasonably necessary to make the full use of the Property or any other related property or otherwise expended in connection with such conditions;
- (iii) liability to any third person or governmental agency to indemnify such person or agency for the costs expended in connection with the items referenced in subsection (ii) herein; and
- (iv) diminution in the value of the Property and damages for loss of business from restriction on the use of the Property or any part thereof.

All of the provisions of this Section 3 shall survive the expiration or other termination of this Agreement.

#### **ARTICLE IV**

#### **RIGHTS AND RESPONSIBILITIES OF THE MUNICIPALITY**

## **REGARDING THE PARK**

**Section 4.0.** The Municipality shall have sole authority and control over the development, operation, management, scheduling and maintenance of the Property as a riverfront park. The Property shall be operated as a city park, but shall be available to all Westchester County residents.

**Section 4.1.** The Municipality shall, at its sole cost and expense, assume full responsibility for the operation of the Property for park purposes in accordance with this Agreement and for repair, maintenance and security of the Property in accordance with this Agreement and applicable laws and regulations, all to the satisfaction of the County.

**Section 4.2.** The Municipality shall operate the Property for the accommodation of the public for park purposes. The Property shall be open and available to the general public and under no circumstance shall access be limited solely to residents of the Municipality or other designated local government. The Municipality agrees that it will not delegate its authority to operate and maintain the Park to a third party or park/recreation commission and will not charge any parking, entry or use fees to be charged on Westchester County residents, except that the Municipality may charge use fees to park patrons for the renting of picnic facilities, kayak equipment or other activities mutually approved by the parties herein, provided such fees are reasonable. To the extent any fees are charged for the renting of park facilities, equipment or activities, the fees charged to non-residents of the Municipality who are County residents will not exceed the fees charged to the Municipality's residents.

**Section 4.3.** The Municipality shall, at its sole cost and expense, continuously throughout the term of this Agreement, provide reasonable and adequate security and safety at the Property through the Municipality's police department or other agency designated to provide such police services.

**Section 4.4.** The Municipality shall, at its sole cost and expense, repair, maintain and properly supervise the Park, it being understood and agreed that such repair, maintenance and supervision shall be performed by the Municipality when necessary and to correct hazardous conditions, in compliance with all applicable federal, state and local laws and regulations. The

Municipality shall, at its own cost and expense, keep any and all refuse in containers and remove and dispose of same as required by applicable laws and regulations. It is hereby acknowledged by the Municipality that any existing storm, sanitary or combined sewer systems or outfalls which exist within the limits of the Property will continue to be the responsibility of the Municipality. This agreement does not relieve the Municipality of maintaining these structures, associated infrastructure or performing future upgrades to the Property as required by County, State or Federal applicable laws and regulations.

**Section 4.5.** Following construction of park improvements on the Property, the Park shall be available to the public at all times as required by this Agreement except that the Municipality (i) may occasionally schedule certain specific uses in certain areas of the Park, as deemed appropriate; and (ii) may reserve for official municipal uses only certain areas of the Park including municipal offices, garages, storage space, certain parts of the pier, provided such area of the Park reserved for municipal use is *de minimis* compared to the overall size of the Park.

**Section 4.6.** The Municipality shall, at its own cost and expense, promptly comply with all statutes, ordinances, rules, orders, regulations, codes and requirements of the Federal, State, County and local governments and all insurance requirements applicable to the Property or any part thereof or applicable to this Agreement. The County's Commissioner of Parks, Recreation and Conservation or his designee (the "County Parks Commissioner") shall be entitled to enter the Property, or any part thereof, at any and all times for any and all purposes, without the need to obtain the consent or permission of the Municipality.

**Section 4.7.** All signage to be utilized by the Municipality in connection with the operation of the Property as a riverfront park shall be subject to the prior written approval of the County Parks Commissioner and shall be provided to the County in advance for review. The Municipality shall acknowledge the County's contribution toward improvement of the Property as a park on signs erected at the Property, and shall also obtain the County's approval for standard language to be used in all formal media advertisement mentioning the Property relating to the County's contribution and the availability of the Property to all County residents. In addition, the

Municipality shall install sign(s) on the Property: (i) indicating that the Park is open to all County residents and (ii) providing warning indications of possible sewer discharge at the existing outfall.

**ARTICLE V**  
**RIGHTS AND RESPONSIBILITIES OF THE MUNICIPALITY REGARDING THE**  
**COUNTY PROPERTY**

**Section 5.0.** The parties hereby acknowledge, represent and covenant, that, as further consideration for the City's investment and obligations in the construction of upland park improvements at the Property, the County will convey the County Parcel, an unimproved County-owned land located at 1 Fernbrook Street, Yonkers, New York 10705, as more particularly described on Schedule "A-1," to be used in perpetuity as part of the Property for park purposes, for \$1.00. It is hereby understood by the parties that title to the County Parcel shall revert to the County (i) if the Park is not completed by the Municipality within five (5) years from the date the Municipality obtains all necessary permits and approvals, or (ii) in the event the County Parcel is no longer used for park purposes, or (ii) any parking, entry or use fees (other than those expressly allowed herein) are charged to Westchester County residents.

**Section 5.1.** The Municipality acknowledges, represents and covenants that it has examined the County Parcel and has determined it to be suitable for its intended use. The Municipality accepts the County Parcel in its present, "as is" condition, without any representations or warranties from the County as to its suitability for any purpose, state of repair or quality of any other matter whatsoever. The Municipality further acknowledges and understands that the waters adjacent to the County Parcel are often subject to frequent sewer discharges at the existing outfall. The Municipality bears all risk of loss in connection with the use of the County Parcel, and expressly releases the County from any and all liability to it.

In furtherance of this Agreement, the Municipality agrees to do the following prior to completion of all Park improvements:

- i) To replace the existing native trees that will be removed by the Municipality on the County Property with the same number of native trees to be located on the Park as determined to be appropriate by the Municipality;
- ii) To conduct and provide the County with a mark out depicting all existing utilities on the County Parcel;
- iii) To install, operate and maintain at all times a number of Electric Vehicle ("EV") Charging Stations, to be located on the County Parcel, equivalent to twenty percent (20%) of the total number of parking spaces available at the County Parcel at any given time, and to install the necessary power supply, charging cable, connectors and other appurtenant equipment necessary to facilitate the installation of additional EV Charging Stations, as required by applicable law in order to properly accommodate the demands and needs of all County residents for additional EV Charging Stations;
- iv) To inspect, upgrade any existing storm, sewer or combined sewer system equipment under, on or above the Park area.

**Section 5.2.** In furtherance of this Agreement, the Municipality shall act in strict accordance with all applicable federal, state and local laws and regulations. The County shall have no financial or other obligation or liability with respect to the County Parcel, except for the County Bulkhead (as defined below) or other infrastructure or systems installed, maintained and operated by the County comprising or related to the Facility (as defined in Section 6.0) or the County Bulkhead.

Without limiting any other provisions of this Agreement, the Municipality, at its expense, will at all times maintain and keep the County Parcel and all improvements thereon, including the existing railroad tie bulkheads ("Railroad Bulkheads") and other infrastructure or systems at the County Parcel not related to the Facility or the County Bulkhead (as defined below), in compliance with all federal, state, and local laws, rules and regulations designed to prevent or control the discharge of substances in the land, water, or air, and the Municipality agrees to indemnify, hold harmless and defend County from and against any and all suits, actions, proceedings, fines, claims, or the cleanup, response, removal or remediation of any environmental condition arising from or alleged to arise from a violation of any such environmental law, rule, or regulation unless caused solely by the County. The steel bulkhead ("County Bulkhead") shall remain the property and responsibility of the County.

Upon the effective date of the conveyance of the County Parcel to the Municipality, the Municipality shall assume full responsibility for the County Parcel in all respects, including, but not limited, the responsibility for the maintenance, repair and replacement of the Railroad Bulkheads, other existing infrastructure or systems, to the County's reasonable satisfaction. The Municipality hereby acknowledges, represents and covenants that in event it is necessary to replace the Railroad Bulkheads, the new bulkheads shall be designed at the discretion of the City Engineer and shall meet current design and use standards.

The Municipality shall permit the County and its contractors full, unrestricted and unconditional access to the Property for the purpose of inspecting the Railroad Bulkheads and other existing infrastructure or systems for which the Municipality is responsible to maintain to the satisfaction of the County. The County shall have the right, but not the obligation, to conduct any required maintenance to the Railroad Bulkhead or other infrastructure or systems and the Municipality shall provide the County all information requested by the County regarding same for which the Municipality is responsible. Prior to undertaking any work the County shall notify the City in writing. In the event the City has not responded to the County within forty-five (45) days from receipt of written notice, the County may proceed with the maintenance. The County shall be reimbursed by the Municipality for any costs incurred in connection with any Municipality's obligations regarding the County Parcel and/or the Railroad Bulkhead, within ninety (90) days of receipt of an invoice, with supporting documentation from the County. In the event the Municipality fails to reimburse the County within said ninety (90) day period, in addition to any other remedies it may have, the County shall have the right to deduct from future contract payments under any contracts the County may have with the Municipality any funds the County may determine are owed to the County under this Agreement. It is hereby understood and acknowledged by the Municipality that the County's completion of any of Municipality's obligations hereunder shall not be deemed a waiver of the Municipality's obligations under this Agreement.

All of the provisions of this Section 5 shall survive the expiration or other termination of this Agreement.

## **ARTICLE VI**



**EASEMENTS OVER COUNTY PROPERTY**  
**IN FAVOR OF THE COUNTY**

**Section 6.0.** In consideration for the granting by the County to the Municipality of the County Parcel, the Municipality hereby grants and conveys to the County, its successors and assigns, a permanent easement over the County Property for any purpose whatsoever related to the operation of the County's Wastewater Treatment Plant, also known as the "Yonkers Joint Resource Recovery Facility" ("Facility"), including, but not limited to, inspecting, installing and operating the County Bulkhead, new bulkheads, underground utilities, underground storm drainage and other sewer lines and improvements such as, but not limited to, protective barriers and fences and fire hydrants related to the Facility or the County Bulkhead, together with the right of ingress and egress to exercise all of the rights herein granted.

**Section 6.01.** It is hereby understood and acknowledged by the Municipality that Municipality shall assume full responsibility for the maintenance, repair and replacement of the Railroad Bulkheads and other existing infrastructure or systems on the County Parcel, other than any infrastructure or systems comprising or related to the Facility and the County Bulkhead, to the County's reasonable satisfaction, and to replace the Railroad Bulkheads and other infrastructure as provided above in section 5.2. The County shall have the right, but not the obligation, to conduct any required maintenance to the Railroad Bulkheads or other infrastructure or systems, pursuant to the terms set forth in Section 5.2 hereof.

**Section 6.02.** The parties hereby represent, warrant and covenant to execute and record an easement agreement setting forth the rights and obligations of each party hereunder.

**ARTICLE VII**

**INSURANCE AND INDEMNITY**

**Section 7.0.** The Municipality agrees to procure and maintain insurance naming the County as additional insured, as provided and described in Schedule "C," 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 "C," In lieu of procuring and

maintaining the aforementioned insurance, the Municipality may elect to obtain such coverage through a program of self-insurance, which coverage and program shall be in accordance with generally accepted standards for similarly situated entities and provide evidence of same to the County. Further, if the Municipality changes from a self-insurance program to a traditional insurance program, then the Municipality shall forward certificates of General Liability coverage naming the County as an additional insured. Moreover, the Municipality shall contractually ensure that all of its contractors, subcontractors and/or independent contractors engaged to construct the Park shall provide such insurance coverage at minimums shown in Schedule "C" naming the County, its officials, officers, employees and agents, as additional insured. In addition, and not in limitation of the foregoing, the Municipality agrees:

(a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the sole negligence of the County, the Municipality shall indemnify and hold harmless the County, its 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 maintenance, clean up, operation, security and/or repair of the County Parcel, the Park, this Agreement or out of the performance or failure to perform hereunder by the Municipality or third parties under the direction or control of the Contractor; 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 Municipality does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the Municipality shall reimburse the County's reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

All of the provisions of this Section 7 shall survive the expiration or other termination of this Agreement.

#### **ARTICLE VIII**

## **RESPONSIBILITIES OF THE COUNTY**

**Section 8.0.** The County shall have no responsibility for the Property, including the County Parcel, except for the County Bulkhead or other infrastructure or systems installed, maintained and operated by the County comprising or related to the Facility or the County Bulkhead, other than to provide the payment set forth in Section 2.0 hereof.

## **ARTICLE IX**

### **TERM OF AGREEMENT**

**Section 9.0.** The term of this agreement shall commence upon the commencement of the construction of the upland site work improvements on the Property and shall continue for the life of the bonds which is anticipated to be fifteen (15) years, unless the Agreement is terminated sooner in accordance with the terms of this Agreement. The parties acknowledge to execute a letter acknowledging the Commencement Date.

## **ARTICLE X**

### **TERMINATION OR EXTINGUISHMENT OF LEASE**

**Section 10.0.** If for any reason the lease granted herein is terminated or extinguished prior to the defeasance of all Bonds issued by the County for the Park project, the Municipality shall have the obligation to reimburse the County, which reimbursement (hereinafter referred to as the "Reimbursable Amount") shall be an amount equal to the unamortized value of the construction costs from the date of the termination or extinguishment of this lease as depreciated on a straight-line basis over a period of fifteen (15) years beginning on the date on which the first of any bonds issued to construct the Park are sold (the "Bond Sale Date"). The Reimbursable Amount shall be forwarded by the Municipality to the County by wire transfer (in same day funds) two business days prior to the bond call date. The County shall give the Municipality notice of the Bond Sale Date within thirty (30) calendar days after the Bond Sale Date.

The Municipality shall keep all such records as may be necessary to document such cost of the Park project. The Municipality will provide the County with documentation, upon the County's request, in order to verify same.

## **ARTICLE XI**

### **NOTICES**

**Section 11.0.** All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or sent by hand or overnight courier, 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.

To the County:       Commissioner of Planning  
148 Martine Avenue, Room 432  
White Plains, NY 10601-4704

with copies to:	County Attorney 148 Martine Avenue, Room 600 White Plains, New York 10601	Commissioner of Public Works 148 Martine Avenue, Room 528 White Plains, New York 10601
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To the Municipality: City of Yonkers  
40 South Broadway  
Yonkers, NY 10701

with copies to:       **Corporation Counsel**  
City of Yonkers  
40 South Broadway, Law Dep't  
Yonkers, NY 10701

## **ARTICLE XII**

### **MISCELLANEOUS**

**Section 12.0.** Any purported delegation of duties or assignment of rights under this Agreement without the prior express written consent of the County is void.

**Section 12.1.** The failure of the County to insist upon strict performance of any term, condition or covenant herein shall not be deemed a waiver of any rights or remedies that the County may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions or covenants herein.

**Section 12.2.** In the event that the Municipality materially defaults in the performance of any term, condition or covenant herein contained, the County, at its option and in addition to any other remedy it may have to seek damages, judicial enforcement or any other lawful remedy, may terminate this Agreement, provided, however, upon any alleged material default under this Agreement the County must provide the Municipality 90 days' written notice prior to seeking to terminate the Agreement, and the Municipality may cure the default complained of within such notice period, or, if any such default is not curable within such notice period, such period may be extended by another 90 day period, provided the Municipality promptly commences to cure the default and diligently pursues all necessary and appropriate action to effect such cure. In the event this Agreement is terminated, the Municipality shall have one hundred eighty (180) days from the effective termination date to pay the County, as liquidated damages, the full amount paid by the County pursuant to this Agreement.

**Section 12.3.** It is mutually understood and agreed that the terms, covenants, conditions and agreements herein contained shall be binding upon the parties hereto and upon their respective successors, legal representatives and assigns.

**Section 12.4.** This Agreement and its attachments constitute the entire agreement between the parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. This Agreement shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties, and approved by the Office of the County Attorney.

**Section 12.5** It is recognized and understood that the Municipality is not an agent of the County and in accordance with such status, the Municipality, its consultant(s), its subcontractor(s), and their respective officers, agents, employees, representatives and servants shall at all times during the term of this Agreement neither hold themselves out as, nor claim to be acting in the capacity of officers, employees, agents, representatives or servants of the County, nor make any claim, demand or application for any right or privilege applicable to the County, including without limitation, rights or privileges derived from workers compensation coverage, unemployment insurance benefits, social security coverage and retirement membership or credit.

**Section 12.6.** This Agreement shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.

**Section 12.7.** In the event that any one or more provisions, sections, subsections, clauses or words of this Agreement are for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, but this Agreement shall be construed and enforced as if such illegal or invalid section, subsection, clause or word has not been contained herein.

**Section 12.8.** The Municipality agrees to observe and obey any and all Federal, State and local laws, rules and regulations, and to require its officers, agents, employees, contractors, and suppliers to observe and obey the same.

**Section 12.9.** This Agreement shall be deemed executory only to the extent of funds appropriated and made available for the purpose of this Agreement and no liability on account thereof shall be incurred by the County beyond the amount of such appropriated funds.

**Section 12.10.** All covenants, stipulations, promises, agreements and obligations of the Municipality and the County contained herein shall be deemed to be stipulations, promises, agreements and obligations of the Municipality and the County and not of any member, officer or employee of the Municipality or the County in his individual capacity and no recourse shall be had for any obligation or liability herein or any claim based thereon against any member, officer or employee of the Municipality or the County or any natural person executing this Agreement.

**Section 12.11.** The parties each agree to execute and deliver such further instruments and to obtain such additional authority as may be required to carry out the intent and purpose of this Agreement.

**Section 12.12.** This Agreement may be executed in two or more counterparts and all counterparts so executed shall for all purposes constitute one agreement binding upon all the

parties hereto. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Westchester.

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

**Section 12.13.** Failure of any party to insist upon strict performance of any term, condition or covenant of this Agreement shall not be deemed to constitute a waiver or relinquishment of such term, condition or covenant for the future right to insist upon and to enforce by injunction or by other legal or appropriate remedy strict compliance by any other party with such term, condition or covenant.

[NO FURTHER TEXT/SIGNATURE PAGE FOLLOWS]

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

**COUNTY OF WESTCHESTER**

By: \_\_\_\_\_  
Blanca P. Lopez  
Commissioner, Department of Planning

**CITY OF YONKERS**

By: \_\_\_\_\_  
(Name & title)

Approved by the Municipality's governing board on the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Approved by the Board of Legislators of the County of Westchester by Local Law No. \_\_\_\_-2025.

Authorized by the Board of Acquisition and Contract of the County of Westchester on the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Approved:

Approved as to form:

\_\_\_\_\_  
Sr. Assistant County Attorney  
The County of Westchester  
IMA Yonkers Waterfront Park.cmc.02.05.2025

\_\_\_\_\_  
Corporation Counsel  
City of Yonkers



**MUNICIPALITY'S ACKNOWLEDGMENT**

STATE OF NEW YORK            )

  ) ss.:

COUNTY OF WESTCHESTER )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came

\_\_\_\_\_, to me known, and known to me to be the

\_\_\_\_\_ of \_\_\_\_\_,

the municipal corporation described in and which executed the within instrument, who being by me

duly sworn did depose and say that he, the said \_\_\_\_\_ resides at

\_\_\_\_\_

and that he is \_\_\_\_\_ of said municipal corporation.

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

\_\_\_\_\_  
County

**CERTIFICATE OF AUTHORITY**  
**(Municipality)**

I, \_\_\_\_\_,  
certify that I am the \_\_\_\_\_ of the \_\_\_\_\_  
(Officer other than officer signing contract)  
(Title)

\_\_\_\_\_  
(Name of Municipality)

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

\_\_\_\_\_  
(Law under which organized, e.g., the New York Municipality  
Law, Municipality 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,  
(Title of such person),

that said agreement was duly signed for on behalf of said Municipality by authority of its  
\_\_\_\_\_  
(Municipality Board, Municipality Board, Municipality Council)

thereunto duly authorized, and that such authority is in full force and effect at the date hereof.

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

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_  
\_\_\_\_\_ whose signature appears above, to me known, and know to be the  
\_\_\_\_\_ of \_\_\_\_\_,  
(title)

the municipal corporation described in and which executed the above certificate, who being by  
me duly sworn did depose and say that he, the said \_\_\_\_\_  
resides at \_\_\_\_\_, and that he is  
the \_\_\_\_\_ of said municipal corporation.  
(title)

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

**SCHEDULE "A"**

**MAP/LEGAL DESCRIPTION OF THE CITY PROPERTY**

[to be attached/inserted]

**SCHEDULE "A-1"**

**MAP/LEGAL DESCRIPTION OF THE COUNTY PROPERTY**

[to be attached/inserted]

**SCHEDULE "B"**

**PLANNED IMPROVEMENTS TO THE PROPERTY**

[Construction Drawings and Specifications to be attached]



## **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.wcb.ny.gov>.

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

b) Commercial General Liability Insurance with a combined single limit of \$1,000,000 (c.s.1) per occurrence and a \$2,000,000 aggregate limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:

- i. Premises - Operations.
- ii. Broad Form Contractual.
- iii. Independent Contractor and Sub-Contractor.
- iv. Products and Completed Operations.

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

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

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.

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.



e) Pollution Liability, either by separate policy of insurance or through endorsement to the General Liability Policy. Minimum Limit: \$3,000,000. This insurance shall indicate the following coverages:

- (i) Transit
- (ii) Sudden and Accidental
- (iii) Clean-up

f) Professional Liability Insurance with limits of \$1,000,000 per occurrence/\$3,000,000 aggregate.

g) Builder's Risk –Contractor at their own cost and expense shall provide and maintain a Builder's Risk Form, All Risk Insurance Contract. The coverage shall be written for 100% of the completed value of the construction work, with the County of Westchester named as loss payee as its interest may appear

h) Owners Protective Liability Policy naming the County as insured, with a minimum limit of liability per occurrence of \$3,000,000 (**All work requiring the use of scaffolding** where applicable, or as determined by the Director, Risk Management)

i) Crane, Rigging, & Crane Operator (Rigger Liability) Insurance with a minimum limit of liability per occurrence of \$5,000,000 for bodily injury and a minimum limit of \$500,000 per occurrence for property damage or a combined single limit of \$5,000,000 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.

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.

An Act amending the 2025 County  
Capital Budget Appropriations for  
Capital Project BLA1A Parkland and  
Historical Preservation Program

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

Section 1. The Capital section of the 2025 County Budget is hereby amended as follows:

	Previous 2025 Appropriation	Change	Revised 2025 Appropriation
I. Appropriation	\$37,777,000	\$5,000,000	\$42,777,000

Section 2. The estimated method of financing in the Capital Section of the 2025 Westchester County Capital Budget is amended as follows:

II. METHOD OF FINANCING

Bonds and/or Notes	\$36,477,000	\$5,000,000	\$41,477,000
Non County Shares	\$0		\$0
Cash	\$1,300,000		\$1,300,000
Total	<u>\$37,777,000</u>	<u>\$5,000,000</u>	<u>\$42,777,000</u>

Section 3. The ACT shall take effect immediately.

ACT NO. -20\_\_

BOND ACT AUTHORIZING THE ISSUANCE OF \$15,000,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE CONSTRUCTION OF UPLAND SITE WORK IMPROVEMENTS TO CREATE A RIVERFRONT PARK IN THE CITY OF YONKERS UNDER THE WESTCHESTER LEGACY PROGRAM; STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$15,000,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$15,000,000 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, to the provisions of other laws applicable thereto, \$15,000,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the cost of the construction of improvements of upland site work improvements to create a riverfront park in the city of Yonkers, including but not limited to remediation, all as set forth in the County's Current Year Capital Budget, as amended, all as set forth in the County's Current Year Capital Budget, as amended. To the extent that the details set forth in this act are inconsistent with any details set forth in the Current Year Capital Budget of the County, such Budget shall be deemed and is hereby amended. The

estimated maximum cost of said specific object of purpose, including preliminary costs and costs incidental thereto and the financing thereof is \$15,000,000. The plan of financing includes the issuance of \$15,000,000 bonds herein authorized, and any bond anticipation notes issued in anticipation of the sale of such bonds, and the levy of a tax to pay the principal of and interest on said bonds.

Section 2. The period of probable usefulness of said specific object or purpose, within the limitations of Section 11.00 a. 19(c) of the Law, is fifteen (15) years.

Section 3. Current funds are not required to be provided as a down payment pursuant to Section 107.00 d. 9. of the Law prior to issuance of the bonds authorized herein, or any bond anticipation notes issued in anticipation of the sale of such bonds. The County intends to finance, on an interim basis, the costs or a portion of the costs of said improvements for which bonds are herein authorized, which costs are reasonably expected to be reimbursed with the proceeds of debt to be incurred by the County, pursuant to this Act, in the maximum amount of \$15,000,000. 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 \$15,000,000 as the estimated total cost of the aforesaid specific object or purpose is hereby approved.

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

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

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

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

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

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

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

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

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

\* \* \*

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

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

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

(SEAL)

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

## LEGAL NOTICE

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

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

ACT NO. \_\_\_\_\_-20\_\_

BOND ACT AUTHORIZING THE ISSUANCE OF \$15,000,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE CONSTRUCTION OF UPLAND SITE WORK IMPROVEMENTS TO CREATE A RIVERFRONT PARK IN THE CITY OF YONKERS UNDER THE WESTCHESTER LEGACY PROGRAM; STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$15,000,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$15,000,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted \_\_\_\_\_, 20\_\_)

object or purpose: to finance the cost of the construction of improvements of upland site work improvements to create a riverfront park in the city of Yonkers, including but not limited to remediation, 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: \$15,000,000; 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



# FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: BLA1A

☐ NO FISCAL IMPACT PROJECTED

## SECTION A - CAPITAL BUDGET IMPACT

To Be Completed by Budget

☒ GENERAL FUND

☐ AIRPORT FUND

☐ SPECIAL DISTRICTS FUND

Source of County Funds (check one):

☐ Current Appropriations

☒ Capital Budget Amendment

Fernbrook (City of Yonkers)

## SECTION B - BONDING AUTHORIZATIONS

To Be Completed by Finance

Total Principal \$ 15,000,000 PPU 15 Anticipated Interest Rate 3.13%

Anticipated Annual Cost (Principal and Interest): \$ 1,266,972

Total Debt Service (Annual Cost x Term): \$ 19,004,580

Finance Department: Interest rates from February 3, 2024 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: 163

Prepared by: Dianne Vanadia

Title: Associate Budget Director

Department: Budget

Date: 2/5/25

Reviewed By: 

*DV 2/7/25*

Budget Director

Date: 2/7/25

## CAPITAL PROJECT FACT SHEET

<b>Project ID:*</b> BLA1A	<input checked="" type="checkbox"/> CBA	<b>Fact Sheet Date:*</b> 01-02-2025
<b>Fact Sheet Year:*</b> 2025	<b>Project Title:*</b> PARKLAND AND HISTORICAL PRESERVATION PROGRAM	<b>Legislative District ID:</b> 17
<b>Category*</b> BUILDINGS, LAND & MISCELLANEOUS	<b>Department:*</b> PLANNING	<b>CP Unique ID:</b> 2800

### Overall Project Description

The Legacy Program is designed to aggressively pursue land acquisition for three major objectives. One major objective is to purchase parkland for active recreation such as baseball and soccer fields, trail ways and bike paths. A key component of the ball field initiative is to partner with municipalities on the acquisition and/or development of ball fields to maximize available funding. The development of RiverWalk, the proposed promenade along the Hudson River, is a key component of the Legacy Program. A second major objective is to protect our County's natural habitats and protect rivers, streams and lakes. The third objective is to preserve land for historic preservation and protection of our cultural heritage. This project continues Capital Project BLA01 Parkland Acquisition/ Westchester Legacy Program. This is a general fund, specific projects are subject to a Capital Budget Amendment.

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

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

	Estimated Ultimate Total Cost	Appropriated	2025	2026	2027	2028	2029	Under Review
<b>Gross</b>	42,777	27,227	10,550	0	0	0	0	5,000
<b>Less Non-County Shares</b>	0	0	0	0	0	0	0	0
<b>Net</b>	42,777	27,227	10,550	0	0	0	0	5,000

**Expended/Obligated Amount (in thousands) as of:** 2,323

**Current Bond Description:** The current bond request will authorize \$15,000,000 to provide funding for construction of upland site work improvements to create a riverfront park including associated site work including but not limited to remediation. Together with the bond authorization is an Act to approve an IMA between the County and the City of Yonkers ("City"), pursuant to which the County will lease certain City-owned property; and a 2025 Capital Budget amendment adding \$5,000,000.00 to the project.

#### Financing Plan for Current Request:

Non-County Shares:	\$ 0
Bonds/Notes:	15,000,000
Cash:	0
<b>Total:</b>	<b>\$ 15,000,000</b>

#### **SEQR Classification:**

UNLISTED

#### **Amount Requested:**

15,000,000

#### **Expected Design Work Provider:**

<input type="checkbox"/> County Staff	<input checked="" type="checkbox"/> Consultant	<input type="checkbox"/> Not Applicable
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#### **Comments:**

The 2025 Capital Budget amendment amount of \$5,000,000 is shown in Under Review in the 5 year Capital Program grid above.

#### **Energy Efficiencies:**

**Appropriation History:**

Year	Amount	Description
2020	1,000,000	FUNDS THIS PROJECT
2021	17,000,000	LUDLOW PARK (WATER ACCESS PARK), YONKERS, \$10,000,000; 4TH STREET PLAYGROUND, MT. VERNON, \$2,000,000 AND RIVERWALK IMPROVEMENTS, YONKERS, \$5,000,000
2022	-700,000	DESIGN OF RIVERWALK IMPROVEMENTS IN TARRYTOWN \$1,300,000; 4TH STREET PLAYGROUND MT. VERNON APPROPRIATION REDUCTION (\$2,000,000)
2023	6,000,000	A TURF FIELD AT FLINT PARK IN LARCHMONT \$1,000,000; A LINEAR PARK EXTENDING NORTH FROM THE YONKERS JOINT WATER RESOURCE RECOVERY FACILITY IN THE LUDLOW SECTION OF YONKERS \$5,000,000.
2024	3,927,000	FUNDS THE REHABILITATION OF THE EXISTING RIVERWALK IN TARRYTOWN (\$1M) AND PROVIDES ADDITIONAL FUNDS TO THE PROJECT (\$500,000), AS WELL AS FUNDING FOR SILLIMAN PARK UPGRADES IN ARDSLEY (\$2M) AND RYE TOWN PARK BATHHOUSE UPGRADES (\$427,000)
2025	10,550,000	\$2M FOR THE CONSTRUCTION AND CM OF THE HABIRSHAW COUNTY PARK; \$3M FOR RIVERWALK IMPROVEMENTS TARRYTOWN; \$3M FOR MOUNT VERNON 4TH STREET PARK; \$2,550,000 FOR WARD HOUSE PURCHASE AND RESTORATION, TUCKAHOE

**Total Appropriation History:**

37,777,000

**Financing History:**

Year	Bond Act #	Amount	Issued	Description
23	227	200,000	0	PARKLAND AND HISTORICAL PRESERVATION PROGRAM
24	149	270,000	0	RIVERWALK
24	233	100,000	0	311 WELCHER AVE
24	73	1,000,000	0	PARKLAND AND HISTORICAL PRESERVATION PROGRAM - ID # 2434

**Cash History (in thousands):**

Year	Amount	Description
2022	1,300,000	RIVERWALK TARRYTOWN, DESIGN

**Total Financing History:**

2,870,000

**Recommended By:**

Department of Planning  
MLLL

Date  
12-13-2024

Department of Public Works  
RJB4

Date  
12-13-2024

Budget Department  
DEV9

Date  
12-13-2024

Requesting Department  
MLLL

Date  
12-16-2024

## PARKLAND AND HISTORICAL PRESERVATION PROGRAM ( BLA1A )

**User Department :** Planning

**Managing Department(s) :** Planning ;

**Estimated Completion Date:** TBD

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

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

	Est Ult Cost	Appropriated	Exp / Obl	2025	2026	2027	2028	2029	Under Review
Gross	37,227	27,227	2,321	5,000					5,000
Non County Share									
Total	37,227	27,227	2,321	5,000					5,000

### **Project Description**

The Legacy Program is designed to aggressively pursue land acquisition for three major objectives. One major objective is to purchase parkland for active recreation such as baseball and soccer fields, trail ways and bike paths. A key component of the ball field initiative is to partner with municipalities on the acquisition and/or development of ball fields to maximize available funding. The development of RiverWalk, the proposed promenade along the Hudson River, is a key component of the Legacy Program. A second major objective is to protect our County's natural habitats and protect rivers, streams and lakes. The third objective is to preserve land for historic preservation and protection of our cultural heritage. This project continues Capital Project BLA01 Parkland Acquisition/ Westchester Legacy Program. This is a general fund, specific projects are subject to a Capital Budget Amendment.

### **Current Year Description**

The current year request funds the construction of Habirshaw Park improvements located in the City of Yonkers (\$2m), and the construction of Riverwalk improvements located in the Village of Tarrytown (\$3m).

### **Current Year Financing Plan**

Year	Bonds	Cash	Non County Shares	Total
2025	5,000,000			5,000,000

### **Impact on Operating Budget**

The impact on the Operating Budget is the appropriation of Cash to Capital and the debt service associated with the issuance of bonds.

## PARKLAND AND HISTORICAL PRESERVATION PROGRAM ( BLA1A )

### Appropriation History

Year	Amount	Description	Status
2020	1,000,000	Funds this project	\$270,000 DESIGN; \$800,000 AWAITING BOND AUTHORIZATION
2021	17,000,000	Ludlow Park (Water Access Park), Yonkers, \$10,000,000; 4th Street Playground, Mt. Vernon, \$2,000,000 and Riverwalk Improvements, Yonkers, \$5,000,000	AWAITING BOND AUTHORIZATION
2022	(700,000)	Design of Riverwalk improvements in Tarrytown \$1,300,000; 4th Street Playground Mt. Vernon appropriation reduction (\$2,000,000)	\$1,300,000 DESIGN; (\$2,000,000) APPROPRIATION REDUCTION
2023	6,000,000	A turf field at Flint Park in Larchmont \$1,000,000; a linear park extending north from the Yonkers Joint Water Resource Recovery Facility in the Ludlow section of Yonkers \$5,000,000.	\$1,000,000 IN PROGRESS; \$5,000,000 AWAITING BOND AUTHORIZATION
2024	3,927,000	Funds the rehabilitation of the existing Riverwalk in Tarrytown (\$1M) and provides additional funds to the project (\$500,000), as well as funding for Silliman Park upgrades in Ardsley (\$2M) and Rye Town Park Bathhouse upgrades (\$427,000)	\$270,000 DESIGN; \$3,657,000 AWAITING BOND AUTHORIZATION
<b>Total</b>	<b>27,227,000</b>		

### Prior Appropriations

	Appropriated	Collected	Uncollected
Bond Proceeds	25,927,000		25,927,000
Funds Revenue	1,300,000	1,300,000	
<b>Total</b>	<b>27,227,000</b>	<b>1,300,000</b>	<b>25,927,000</b>

### Bonds Authorized

Bond Act	Amount	Date Sold	Amount Sold	Balance
227 23	200,000			200,000
73 24	1,000,000			1,000,000
149 24	270,000			270,000
<b>Total</b>	<b>1,470,000</b>			<b>1,470,000</b>

**ACT NO.        – 2024**

**AN ACT** authorizing the County of Westchester to convey to the City of Yonkers County property located at 1 Fernbrook Street, Yonkers, New York, to be used for park and recreational purposes.

**BE IT RESOLVED** by the County Board of the County of Westchester as follows:

**Section 1.** The County of Westchester (“County”) is hereby authorized to sell to the City of Yonkers (“City”) for \$1.00 property located at 1 Fernbrook Street, Yonkers, New York, consisting of approximately 0.4 acres of vacant unused land, as more particularly identified as Section 1, Block 600, portion of Lot 1 in the tax maps of the City of Yonkers (the “County Property”), which is adjacent to (more particularly located on the north side of) the County’s Wastewater Treatment Plant, also known as the Yonkers Joint Resource Recovery Facility (“Facility”) for park and recreational purposes. Those improvements shall include, but are not limited to, the installation of a parking lot and three (3) electric vehicle (“EV”) charging stations, capable of charging six (6) cars at the same time, to be used by all County residents desirous of enjoying the Park for park and recreational purposes.

**§2.** The County shall retain a permanent easement over the County Property for any purpose whatsoever related to the operation of the Facility and the steel bulkhead along the Hudson River (“County Bulkhead”), including, but not limited to, inspecting, installing and operating the County Bulkhead, new bulkheads, underground utilities, underground storm drainage and other sewer lines and improvements such as, but not limited to, protective barriers and fences and fire

hydrants related to the Facility or the County Bulkhead, together with the right of ingress and egress to exercise all such rights.

§3. The City shall assume full responsibility for the maintenance, repair and replacement of the existing railroad tie bulkheads, other existing infrastructure or systems, to the County's reasonable satisfaction. The City will also agree to, in the event necessary, replace the existing railroad tie bulkheads with new bulkheads to be designed at the discretion of the City engineer and shall meet current design and use standards.

§4. The County and the City agree to execute and record an easement agreement setting forth the rights and responsibilities of each party thereunder.

§5. 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.

§6. This Act shall take effect immediately.