

Budget & Appropriations Meeting Agenda



Committee Chair: Jewel Williams Johnson

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

Monday, April 28, 2025

10:00 AM

Committee Room

CALL TO ORDER

Please note: Meetings of the Board of Legislators and its committees are held at the Michaelian Office Building, 148 Martine Avenue, White Plains, New York, 10601, and remotely via the WebEx video conferencing system. Legislators may participate in person or via Webex. Members of the public may attend meetings in person at any of its locations, or view it online on the Westchester County Legislature's website: <https://westchestercountyny.legistar.com/> This website also provides links to materials for all matters to be discussed at a given meeting.

Legislator Colin Smith will be participating remotely from 1132 Main St., Suite 1, Peekskill, NY 10566

MINUTES APPROVAL

Monday, April 14, 2025 at 10:00 AM Minutes

I. ITEMS FOR DISCUSSION

1. [2025-146](#) **PH-Amendment to Lease Agreement-Westchester Children's Museum**

A RESOLUTION to set a Public Hearing on "A LOCAL LAW authorizing the County of Westchester to amend a lease agreement with the Westchester Children's Museum for the operation of a children's museum on approximately 21,390 square feet of County property in order to extend the term an additional twenty (20) years and to amend and clarify certain other provisions of the lease agreement." [Public Hearing set for _____, 2025 at _____.m.]. LOCAL LAW INTRO: 2025-147.

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

Joint with PE and PWT.

Guests: Parks, Recreation and Conservation
First Deputy Commissioner Peter Tartaglia

Senior Assistant County Attorney John Paul Iannace

2. [2025-147](#) **LOCAL LAW-Amendment of Lease Agreement-Westchester Children's Museum**

A LOCAL LAW authorizing the County of Westchester to amend a lease agreement with the Westchester Children's Museum for the operation of a children's museum on approximately 21,390 square feet of County property in order to extend the term an additional twenty (20) years and to amend and clarify certain other provisions of the lease agreement.

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

Joint with PE and PWT.

Guests: Parks, Recreation and Conservation

First Deputy Commissioner Peter Tartaglia

Senior Assistant County Attorney John Paul Iannace

3. [2025-148](#) **PH-Sewer District Mod-Add-Cortlandt**

A RESOLUTION to set a Public Hearing on "AN ACT to modify the Peekskill Sanitary Sewer District by the addition of one (1) parcel of property located in the Town of Cortlandt." [Public Hearing set for _____, 2025 at _____ .m.]. Act 2025-149.

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

Joint with PWT.

Guests: Department of Environmental Facilities

Commissioner Vincent Kopicki

Director of Maintenance Steve Elie-Pierre

4. [2025-149](#) **ACT-Sewer District Mod-Add-Cortlandt**

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

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

Joint with PWT.

Guests: Department of Environmental Facilities

Commissioner Vincent Kopicki

Director of Maintenance Steve Elie-Pierre

5. [2025-153](#) CBA-T0046-Farebox Equipment

A Capital Budget Amendment to amend the County's current-year Capital Budget to increase the County share for Capital Project T0046 - Farebox Equipment by TWELVE MILLION, SEVEN HUNDRED FIFTY THOUSAND (\$12,750,000) DOLLARS TO SIXTEEN MILLION, TWO HUNDRED FIFTY THOUSAND (\$16,250,000) DOLLARS.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS, PUBLIC WORKS & TRANSPORTATION AND INFORMATION TECHNOLOGY & CYBERSECURITY

Joint with PWT and ITC.

Guest: Department of Public Works & Transportation

Director of Surface Transportation Michael Swee

6. [2025-154](#) BOND ACT(Amended)-T0046-Farebox Equipment

A BOND ACT (Amended) amending Bond Act No. 220-2021 to remove a THREE MILLION, FIVE HUNDRED THOUSAND (\$3,500,000) DOLLAR authorization allocable to T0046 (Farebox Equipment) and decrease the estimated maximum amount of bonds authorized to TEN MILLION, FOUR HUNDRED TWENTY-SIX THOUSAND (\$10,426,000) DOLLARS.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS, PUBLIC WORKS & TRANSPORTATION AND INFORMATION TECHNOLOGY & CYBERSECURITY

Joint with PWT and ITC.

Guest: Department of Public Works & Transportation

Director of Surface Transportation Michael Swee

7. [2025-155](#) BOND ACT-T0046-Farebox Equipment

A BOND ACT authorizing the issuance of bonds in the amount of SIXTEEN MILLION, TWO HUNDRED FIFTY THOUSAND (\$16,250,000) DOLLARS to finance the cost of acquisition of a contactless reader fare collection system, as well as a separate box that will accept cash fares, including the installation of the necessary hardware and software on the buses and in the bus garages and associated work. This SIXTEEN MILLION, TWO HUNDRED FIFTY THOUSAND (\$16,250,000) DOLLAR proposed Bond Act represents a TWELVE MILLION, SEVEN HUNDRED FIFTY THOUSAND (\$12,750,000) DOLLAR increase to the amount previously authorized for T0046 - Farebox Equipment and includes the THREE MILLION, FIVE HUNDRED THOUSAND (\$3,500,000) previously authorized for T0046 - Farebox Equipment by Bond Act 220-2021.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS, PUBLIC WORKS & TRANSPORTATION AND INFORMATION TECHNOLOGY & CYBERSECURITY

Joint with PWT and ITC.

Guest: Department of Public Works & Transportation

Director of Surface Transportation Michael Swee

II. OTHER BUSINESS

III. RECEIVE & FILE

ADJOURNMENT

Westchester County

Kenneth W. Jenkins
County Executive

April 8, 2025

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

Dear Honorable Members of the Board of Legislators:

Transmitted herewith for your review and approval is a Local Law which would authorize the County of Westchester (the "County") to amend and restate the current ten (10) year lease agreement ("Original Lease") with the Westchester Children's Museum (the "Children's Museum") for the continued operation of a children's museum on approximately 21,390 square feet of County property which was formerly utilized as a men's bathhouse (the "Leased Premises") located in Playland Park, Rye, New York, in order to extend the term by an additional twenty (20) years and to amend and clarify certain other provisions of the lease relating to the maintenance and repair of the Leased Premises ("Amended and Restated Lease").

As your Honorable Board may recall, the Leased Premises was discontinued as parkland pursuant to Chapter 183 of the 2003 Laws of the State of New York (the "State"), as amended (the "State Legislation"), and the County was authorized to enter into a lease with the Children's Museum for a term of up to thirty (30) years. The State, in its authorizing legislation, conditioned its approval on the following:

1. State authorization is effective only upon condition that the County dedicate an amount equal to the fair market value of those interests being transferred for the acquisition of additional parklands and/or for capital improvements to existing park and recreational facilities;
2. should the Leased Premises cease to be operated as a children's museum, the Lease shall terminate and revert to the County for public park and recreational purposes;
3. the children's museum shall be made available to the general public on an equitable basis; and
4. where availability of public facilities is limited, the use of such facilities must be determined by a reservation policy, administered by the Westchester Children's Museum in conjunction with the County, which provides priority use to the general public.

Office of the County Executive

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

Telephone: (914) 995-2900 E-mail: cco@westchestecountyny.gov



As your Honorable Board may further recall, Local Law 9-2011 subsequently authorized County to enter into the Original Lease with the Children's Museum, having a term of ten (10) years for \$1 per year. Pursuant to the terms of the Original Lease, the Children's Museum agreed to maintain the Leased Premises and to perform capital improvements to the Leased Premises totaling approximately \$6,441,300. In addition, the requirements and conditions of the State Legislation were incorporated into the Original Lease. I have been advised that the Original Lease commenced on December 14, 2015 and, to date, the Children's Museum has continuously operated the museum and has completed approximately \$4,605,000.00 in capital improvements.

Under the terms of the proposed Amended and Restated Lease, the termination date shall be extended an additional twenty (20) years to December 13, 2045 and the Children's Museum shall continue paying rent of \$1 per year to the County. In addition, the Children's Museum shall pay all costs and expenses in connection with the Amended and Restated Lease and at its sole cost and expense, and shall make all required repairs to the Leased Premises, including all exterior and structural repairs. However, the County shall provide propane, electricity, and other certain utility services to the Children's Museum at a cost of \$1,500.00 per month for the first five (5) years of the Amended and Restated Lease extension ("First Five Year Period"), adjusted annually for changes in CPI. At the end of the First Five Year Period and on each five (5) year anniversary thereafter, the Commissioner of the County's Department of Parks, Recreation and Conservation (the "Department") shall determine, in her sole discretion, whether or not the County will continue providing these services and, if so, the future costs for these services.

In addition, under the terms of the proposed Amended and Restated Lease, the Children's Museum shall invest a minimum of an additional \$10,000,000.00 in capital improvements to the Leased Premises during the remaining term. All improvements shall be subject to the approval of the Department and the County's Department of Public Works & Transportation. The County has further agreed that the County may, in its sole discretion, fund exterior repairs to the Leased Premises, including but not limited to roof repairs up to \$1,000,000.00, subject to appropriations and receipt of all future necessary legal approvals. Finally, the requirements and conditions of the State Legislation will remain expressly incorporated into the Amended and Restated Lease.

In compliance with the first condition of the State Legislation, the Department has advised that a market rental analysis prepared by Property Valuation, Inc. dated May 24, 2023, determined that the value of the proposed extension is approximately \$10,627,506.00 total over the twenty (20) year extension period. The Department has further advised that since the commencement of the Original Lease in 2015, the County has spent over \$150,000,000.00 on capital improvements at Playland Park alone, including over \$20,000,000.00 on the Playland Pool Complex and South Bathhouse. In addition, all other conditions of the State Legislation have been and are currently being met and the County is therefore authorized, subject to approval by your Honorable Board, to extend the Lease for an additional twenty (20) years.

The Department has advised that the Children's Museum has provided the public with an educational resource and age-appropriate museum for children that provides educational, recreational and economic value to the residents of Westchester County and is consistent with

the Department's mission: *To create life-enriching experiences at safe, clean, affordable parks and preserve our natural resources through responsible leadership.*

Based on the importance of the Children's Museum to the County, favorable action on the proposed Local Law is respectfully requested.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kenneth W. Jenkins', with a long horizontal flourish extending to the right.

Kenneth W. Jenkins
County Executive

KWJ/KOC/jpi
Attachments

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

Your Committee is in receipt of a transmittal from the County Executive recommending adoption of a Local Law which would authorize the County of Westchester (the “County”) to amend and restate the current ten (10) year lease agreement (the “Original Lease”) with the Westchester Children’s Museum (the “Children’s Museum”) for the operation of a children’s museum on approximately 21,390 square feet of County property which was formerly utilized as a men’s bathhouse (the “Leased Premises”) located in Playland Park, Rye, New York, in order to extend the term by an additional twenty (20) years and to amend and clarify certain other provisions of the Lease relating to the maintenance and repair of the Leased Premises (“Amended and Restated Lease”).

As your Honorable Board may recall, the Leased Premises was discontinued as parkland pursuant to Chapter 183 of the 2003 Laws of the State of New York (the “State”), as amended (the “State Legislation”), and the County was authorized to enter into a lease with the Children’s Museum for a term of up to thirty (30) years. The State, in its authorizing legislation, conditioned its approval on the following:

1. State authorization is effective only upon condition that the County dedicate an amount equal to the fair market value of those interests being transferred for the acquisition of additional parklands and/or for capital improvements to existing park and recreational facilities;
2. should the Leased Premises cease to be operated as a children’s museum, the Lease shall terminate and revert to the County for public park and recreational purposes;
3. the children’s museum shall be made available to the general public on an equitable basis; and
4. where availability of public facilities is limited, the use of such facilities must be determined by a reservation policy, administered by the Westchester Children’s Museum in conjunction with the County, which provides priority use to the general public.

As your Honorable Board may further recall, Local Law 9-2011 subsequently authorized County to enter into the Original Lease with the Children's Museum, having a term of ten (10) years for \$1 per year. Pursuant to the terms of the Original Lease, the Children's Museum agreed to maintain the Leased Premises and to perform capital improvements to the Leased Premises totaling approximately \$6,441,300. In addition, the requirements and conditions of the State Legislation were incorporated into the Original Lease. I have been advised that the Original Lease commenced on December 14, 2015 and, to date, the Children's Museum has continuously operated the museum and has completed approximately \$4,605,000.00 in capital improvements.

Under the terms of the proposed Amended and Restated Lease, the termination date shall be extended an additional twenty (20) years to December 13, 2045 and the Children's Museum shall continue paying rent of \$1 per year to the County. In addition, the Children's Museum shall pay all costs and expenses in connection with the Amended and Restated Lease and at its sole cost and expense, and shall make all required repairs to the Leased Premises, including all exterior and structural repairs. However, the County shall provide propane, electricity, and other certain utility services to the Children's Museum at a cost of \$1,500.00 per month for the first five (5) years of the Amended and Restated Lease extension ("First Five Year Period"), adjusted annually for changes in CPI. At the end of the First Five Year Period and on each five (5) year anniversary thereafter, the Commissioner of the County's Department of Parks, Recreation and Conservation (the "Department") shall determine, in her sole discretion, whether or not the County will continue providing these services and, if so, the future costs for these services.

In addition, under the terms of the proposed Amended and Restated Lease, the Children's Museum shall invest a minimum of an additional \$10,000,000.00 in capital improvements to the Leased Premises during the remaining term. All improvements shall be subject to the approval of the Department and the County's Department of Public Works & Transportation. The County has further agreed that the County may, in its sole discretion, fund exterior repairs to the Leased Premises, including but not limited to roof repairs up to \$1,000,000.00, subject to appropriations

and receipt of all future necessary legal approvals. Finally, the requirements and conditions of the State Legislation will remain expressly incorporated into the Amended and Restated Lease.

In compliance with the first condition of the State Legislation, the Department has advised that a market rental analysis prepared by Property Valuation, Inc. dated May 24, 2023, determined that the value of the proposed extension is approximately \$10,627,506.00 total over the twenty (20) year extension period. The Department has further advised that since the commencement of the Original Lease in 2015, the County has spent over \$150,000,000.00 on capital improvements at Playland Park alone, including over \$20,000,000.00 on the Playland Pool Complex and South Bathhouse. In addition, all other conditions of the State Legislation have been and are currently being met and the County is therefore authorized, subject to approval by your Honorable Board, to extend the Lease for an additional twenty (20) years.

The Department has advised that the Children's Museum has provided the public with an educational resource and age-appropriate museum for children that provides educational, recreational and economic value to the residents of Westchester County and is consistent with the Department's mission: *To create life-enriching experiences at safe, clean, affordable parks and preserve our natural resources through responsible leadership.*

The Planning Department has advised that, based on its review, the proposed Amended and Restated Lease constitutes a "Type II" under the State Environmental Quality Review Act, 6 NYCRR Part 617 ("SEQRA), which is an action determined not to have a significant effect on the environment and therefore does not require further environmental review. A copy of the SEQRA documentation is annexed hereto. Your Committee concurs with this recommendation.

It should be noted that in accordance with Section 104.11(5)(b) of the Laws of Westchester County, an affirmative vote of two-thirds of the members of your Honorable Board is required in order to adopt the attached local law.

Your Committee has carefully considered the proposed local law and therefore recommends that your Honorable Board adopt the proposed local law authorizing County to enter into an Amended and Restated Lease with the Children's Museum in order to extend the

term of the Original Lease by an additional twenty (20) years and clarify certain other provisions relating to the maintenance and repair of the Leased Premises.

Dated: _____, 2025
White Plains, New York



Memorandum
Department of Planning

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

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

DATE: March 27, 2025

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR
AMENDMENT OF THE WESTCHESTER CHILDREN'S MUSEUM
LEASE AGREEMENT**

PROJECT/ACTION: Legislation to amend and restate the 10-year lease agreement with the Westchester Children's Museum for the building formerly utilized as a men's bathhouse in Playland Park to extend the term by an additional 20 years. Pursuant to the terms of the proposed lease amendment, the Children's Museum shall make all required repairs to the leased premises, including exterior and structural repairs, as well as invest in capital improvements to the leased premises subject to the approval of the County's departments of Parks, Recreation & Conservation and Public Works & Transportation.

With respect to the State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617, the proposed action, may be classified as a **TYPE II action** pursuant to section(s):

- **617.5(c)(1):** maintenance or repair involving no substantial changes in an existing structure or facility; and
- **617.5(c)(2):** replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building, energy, or fire codes unless such action meets or exceeds any of the thresholds in section 617.4 of this Part; and
- **617.5(c)(32):** license, lease and permit renewals, or transfers of ownership thereof, where there will be no material change in permit conditions or the scope of permitted activities.

COMMENTS: All repairs and improvements will comply with the Secretary of the Interior's Standards for the Treatment of Historic Properties. Future capital improvements by the Children's Museum will be subject to County department approvals and any further environmental review as may be required by SEQR.

DSK/oav

cc: Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Kathleen O'Connor, Commissioner of Parks, Recreation and Conservation
Peter Tartaglia, First Deputy Commissioner of Parks, Recreation and Conservation
John Paul Iannace, Senior Assistant County Attorney
Claudia Maxwell, Principal Environmental Planner

RESOLUTION NO. _____ - 2025

RESOLVED, that a public hearing shall be held in accordance with requirements of law, in the Board of Legislators Chambers, Room 800, Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601 on the ____ day of _____, 2025 at _____ .m. upon a proposed Local Law entitled “A LOCAL LAW authorizing the County of Westchester to amend a lease agreement with the Westchester Children’s Museum for the operation of a children’s museum on approximately 21,390 square feet of County property in order to extend the term an additional twenty (20) years and to amend and clarify certain other provisions of the lease agreement;” and be it further

RESOLVED, that the Clerk of the Board of Legislators be and hereby is authorized and empowered to cause notice of such public hearing to be published in the official newspaper of the County at such times and in such manner as required by law.

Dated: _____, 2025
 White Plains, New York

LOCAL LAW INTRO. NO. – 2025

A LOCAL LAW authorizing the County of Westchester to amend a lease agreement with the Westchester Children's Museum for the operation of a children's museum on approximately 21,390 square feet of County property in order to extend the term an additional twenty (20) years and to amend and clarify certain other provisions of the lease agreement.

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

Section 1. The County of Westchester ("County") is hereby authorized to enter into an amended and restated lease agreement ("Amended and Restated Lease") with the Westchester Children's Museum ("Children's Museum") for the operation of a children's museum on approximately 21,390 square feet of County property in Playland Park, Rye, New York (the "Leased Premises") in order to extend the term an additional twenty (20) years for a new termination date of December 13, 2045. Lease fees shall be paid at the rate of \$1 per year for the term and the Children's Museum shall pay all costs and expenses in connection with the Amended and Restated Lease at its sole cost and expense and shall make all required repairs to the Leased Premises, including all exterior and structural repairs. Additionally, the Children's Museum shall make capital improvements over the remaining term of the Amended and Restated Lease to the Leased Premises totaling approximately Ten Million Dollars (\$10,000,000). All improvements shall be subject to the approval of the County's Department of Parks, Recreation and Conservation and the Department of Public Works.

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

§3. This Local Law shall take effect immediately.

day of **THIS RESTATED AND AMENDED LEASE AGREEMENT** made this
, 2025 by and between:

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

and

WESTCHESTER CHILDREN'S MUSEUM, an educational corporation having an office and place of business 100 Playland Parkway, Rye, New York 10580 (hereinafter referred to as the "Lessee" or the "Children's Museum").

WITNESSETH:

WHEREAS, the County, acting through its Department of Parks, Recreation and Conservation, and Lessee executed a ten (10) year lease dated January 25, 2017 (the "Initial Lease Document") for approximately 23,856 square feet of property which was formerly utilized as a men's bathhouse at Playland Park, Rye, New York for the operation of a children's museum; and

WHEREAS, pursuant to Chapter 83 of the 2003 Laws of the State of New York, as amended by Chapter 376 of the Laws of 2010 ("State Law"), the Leased Premises were discontinued as parkland and the County was authorized to enter into a Lease with the Lessee for a term not in excess of thirty (30) years, subject to certain conditions and

WHEREAS, the County and Lessee desire to restate and amend the Initial Lease Document and extend the Term of the lease from ten years to thirty years which mirrors the term authorized by the State Law; and

NOW, THEREFORE, in consideration of the agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree the Initial Lease Document shall be amended and restated in its entirety and as more particularly set forth herein, as follows:

ARTICLE 1

DESCRIPTION AND USE

1.1 The County hereby leases to the Lessee and the Lessee hereby accepts from the County all those certain premises formerly the men’s bathhouse located at Playland Park, Rye, New York (“Lease”), consisting of the premises as more particularly defined on Schedule “A” annexed hereto (hereinafter the “Leased Premises”), and made a part hereof.

1.2 The Lessee shall occupy and use the Leased Premises for the operation of a children’s museum, which shall be made available to the general public on an equitable basis.

1.3 Pursuant to the State Law, the Lessee agrees as follows:

- (a) Should the Leased Premises cease to be operated as a children’s museum, the Lease shall immediately terminate and the Leased Premises shall revert to the County for public park and recreational purposes;
- (b) The children’s museum shall be made available to the general public on an equitable basis; and
- (c) Where availability of public facilities is limited, the use of such facilities must be determined by a reservation policy, administered by the Children’s Museum in conjunction with the County, which provides priority use to the general public.

ARTICLE 2

TERM

2.1. The lease term (“Lease Term”) shall be deemed to have commenced at 12:00 a.m. on December 14, 2015, (the “Commencement Date”), and shall terminate at 11:59 p.m. on December 13, 2045, unless sooner terminated in accordance with the terms contained in this Lease.

ARTICLE 3

FEES

3.1 As consideration for the rights granted to the Lessee pursuant to Article "1", supra, the Lessee shall pay to the County during the term hereof the following:

- (a) Beginning with the Commencement Date and continuing through the Lease Term, the annual sum of ONE DOLLAR, payable in advance on the anniversary of the Commencement Date.
- (b) In addition to the aforesaid fees payable to the County, Lessee shall be solely responsible for and shall pay and discharge, when due and payable, any and all real property assessments, water meter and sewer rents, utility charges, all other utilities, internet, telephone, refuse removal and recycling, sprinkler servicing, dehumidifier servicing, burglary and fire protection services, exterminator services, etc. and all other charges which may become due and payable to any party Lessee contracts with in connection with the Leased Premises during the term of this Lease.

3.2 It is the intention of the parties hereto that all costs, expenses and obligations of every kind relating to the Leased Premises or the Children's Museum (except as otherwise specifically provided in this Lease) which may arise or become due during the Lease Term, shall be paid by the Lessee, and that the County shall be indemnified by the Lessee against such costs, expenses and obligations.

3.3 Notwithstanding anything to the contrary contained herein, for the period of December 14, 2025 to December 13, 2030 ("Five Year Period"), the County shall provide propane (LNG) and electricity services (collectively the "LNG/Electricity Utilities") to the Children's Museum at a cost of \$1,500.00 per month ("Utility Fee") payable to the County monthly on the first day of the month. The Utility Fee shall be adjusted yearly starting December 14, 2026 by the percentage change in the Consumer Price Index over the immediately preceding calendar year. "Consumer Price Index" means the Consumer Price Index for all Urban Consumers published by the Bureau of Labor Statistics of the United States Department of Labor, All Items, New York, New York – Northeastern New Jersey Area, all urban consumers (1982-84 = 100), or a successor index ("CPI"). At the end of the Five Year Period and on each five (5) year anniversary from the Five Year Period thereafter through the Lease Term, the Commissioner of the County's Department of Parks, Recreation and Conservation or his/her duly authorized designee (collectively the "Commissioner"), in his/her sole discretion, whether or not the County will continue providing the LNG/Electricity Utilities to Lessee. If it is determined that the County shall continue to provide PNG/Electricity Utilities to the Children's Museum the new monthly fee for the LNG/Electricity Utilities shall be calculated at that time by the Commissioner in his/her sole discretion (subject to ongoing annual CPI adjustments). . If it is determined that such utilities will be discontinued then the Children's Museum must procure and contract for LNG/Electricity Utilities directly.

3.4 All fees due to the County under the Lease shall be payable at the Office of the Commissioner when due, or at such other office as the County may designate by notice. An interest charge shall be assessed on any late or overdue payment at a rate of 1.5% per month.

3.5 All fees due to the County in this Article 3 shall be considered additional rent.

ARTICLE 4

ACCOUNTS

4.1 The Lessee shall keep the books of accounts and records of all operations and establish a system of bookkeeping and accounts in a manner considered to be good accounting practice according to the American Institute of Certified Public Accountants and satisfactory to the Commissioner, and shall permit inspection of said books and records by the County as often as deemed necessary in the opinion of the Commissioner. The Lessee shall, within one hundred twenty (120) days of the end of each calendar year, submit a certified, audited annual report, or as required by the Commissioner, a profit and loss statement of operations under the terms of this Lease, in a form considered to be good accounting practice according to the American Institute of Certified Public Accountants and satisfactory to the Commissioner. The County, its employees and agents, shall have the right to inspect the Lessee's operation at any time and for any reason provided such inspections shall not unreasonably interfere with Lessee's business operations.

ARTICLE 5

PROPOSED ALTERATIONS

5.1.1 The parties acknowledge and agree that, as of the date hereof, the Lessee has invested a total of FOUR MILLION SIX HUNDRED FIVE THOUSAND (\$4,605,000.00) DOLLARS in capital improvements to the Leased Premises.

The parties further acknowledge and agree that during the remaining Lease Term, the Lessee shall invest a minimum of an additional TEN MILLION (\$10,000,000.00) DOLLARS in future capital improvements.

5.1.2 Lessee may make capital improvements which comprise changes or alterations to the interior or exterior of the Leased Premises (collectively “Proposed Alterations”), subject to Landlord’s prior written approval and subject to necessary legal approvals, if any. Lessee, at its own expense, shall engage an engineer to prepare plans of any Proposed Alterations in sufficient detail to demonstrate that same are in compliance with Applicable Laws, and then current construction techniques and applicable engineering standards and requirements. All such plans shall be delivered to the Commissioner for the County’s review and approval.

Landlord shall notify Lessee within sixty (60) days after receipt of any such plans of its approval or disapproval of the proposed plans, and, in the event of its disapproval, shall specifically identify Landlord’s objection and state its reasons therefor, in which event Lessee shall have the right to re-submit revised plans for Landlord’s approval, and Landlord shall notify Lessee within thirty (30) days after receipt of any such revised plans of its approval or disapproval of the revised plans, and, in the event of its disapproval, shall specifically identify Landlord’s objection and state its reasons therefor. The parties agree that Lessee shall have the right to continue to submit further revised plans to Landlord until the revised plans are approved.

Any Proposed Alterations pursuant to this Article 5 shall be subject to the following conditions which Lessee covenants to observe and perform:

(a) Any structural change or alteration shall be conducted under the supervision of a licensed architect or engineer selected by Lessee.

(b) All changes and alterations shall be of such a character that, when completed, the value and utility of the changes and alterations shall not be less than the value and utility thereof immediately prior to any such change or alteration.

(c) All work done in connection with any change or alteration shall be done in a good and workmanlike manner and will be of the highest quality and will be consistent with the overall quality of the materials and workmanship employed throughout the Leased Premises.

(e) Copies of all “as built” drawings, if applicable, (which shall be deemed to include final architectural and engineering plans with field notations thereon) and equipment and building system operating and maintenance manuals, for the Proposed Alterations, shall be delivered to the Commissioner to complete the County’s records. Final “as built” drawings must be signed and sealed by a licensed New York design professional.

5.1.3 All Proposed Alterations shall comply with all applicable laws, ordinances, regulations or orders of any Federal, State, Municipal or other public authority affecting the same, including Local, County, and State building and fire codes, New York's State Environmental Quality Review Act (“SEQRA”) and all requirements of the New York Board of Fire Underwriters or other similar bodies having jurisdiction. All work will be subject to further environmental review pursuant to SEQRA, and Lessee shall cooperate with the County in connection with the preparation of any necessary environmental assessment and other supporting documentation necessary to carry out the improvements in accordance with SEQRA.

In addition, Lessee shall ensure that any contractors or consultants engaged by it to perform any work pursuant to this Lease, including Proposed Alterations, repairs and/or maintenance, in addition to any prior approvals required by the County hereunder, shall comply with the material terms and conditions of the Lease including but not limited to providing the required insurance naming the County as additional insured as set forth in Schedule “B”, as applicable to the work being performed by said contractor or consultant.

5.2 Proposed Alterations shall be scheduled so that there shall be no interruption in the use of Playland Park. Any determination with respect to whether particular items of work should be deemed complete shall be made by the Commissioner in good faith after taking into consideration the customary practices and procedures employed at similar facilities throughout the area.

5.3.1 Lessee shall further comply with any County laws and regulations concerning permitting and construction on County property, which now exist or shall hereafter be enacted or promulgated, including, but not limited to any acts, rules or regulations establishing a County building code and its enforcement and administration (the “County Code”) and ensure that its permitted use(s), and any modifications thereto, comply with the County Code, including, but not limited, where applicable, filing an application for and obtaining any and all permits required by the County Code and being subject to inspections and County approvals as required by the County Code.

5.4.1 The County shall cooperate with and assist the Lessee in obtaining any necessary permits and approvals including when reasonably necessary or appropriate authorizing application for such permits in the name of or on behalf of the County. Nothing contained herein shall be construed to obligate the County to expend any money or pay any permit fees, charges or penalties (whether or not such permit shall be held in the name of the County), it being the intent of the parties that all cost and obligations incurred in obtaining any necessary permits or approvals shall be borne solely by the Lessee.

5.4.2 The Lessee, at its sole cost and expense, shall apply for and obtain all permits as may be required.

5.5 Title to the improvements and to all supplies and materials expended or utilized in connection with the construction of any Proposed Alterations or repairs shall be vested in the County immediately upon their incorporation into the Leased Premises. Except as expressly set forth herein to the contrary, title to any equipment which is incorporated into the improvements and permanently affixed to the Leased Premises shall vest in the County immediately upon its installation.

5.6 During construction of an Proposed Alterations, and in addition to inspections performed in accordance with the County Code, the County may, from time to time, and at reasonable times, inspect the facilities being modified hereunder, provided that conduct of

such inspection shall not interfere with Lessee's construction activities. In the event that during such construction, the County reasonably determines that the construction is not being performed substantially in accordance with approved plans or the County Code, then the County shall give prompt written notice to the Lessee, specifying in detail the particular deficiency, omission, or other respect in which the County claims construction is not in accord with the approved plans or the County Code and the Lessee shall remedy the deficiency within a commercially reasonable time. In the event the Lessee disputes the County's objection that the construction is not being performed in accordance with the approved plans then the Lessee may respond in writing within five (5) business days setting forth with specificity the reason or reasons why it believes the construction conforms to the plans. Within a reasonable time thereafter the Commissioner, after such reasonable consultation and review as he may deem appropriate, shall advise the Lessee in writing as to whether the County's original objection shall be withdrawn, upheld or modified.

5.7 Before the Lessee or any contractor employed by Lessee undertakes any construction activities hereunder, the person responsible for performing the work shall furnish a performance and payment bond in form reasonably satisfactory to the County, having as surety a United States Treasury Listed surety company authorized to do business in New York and of recognized responsibility, in an amount equal to the estimated cost of construction as estimated by Lessee's architect or general contractor and approved as to amount by the County. Said bond shall be conditioned, without exception or proviso, upon the completion in accordance with the terms of this Lease and, substantially in accordance with the approved plans, in compliance with all applicable legal requirements, free and clear of all liens; and shall also be conditioned for the payment of the entire cost thereof.

ARTICLE 6

LIENS

6.1 Except as otherwise expressly provided herein, Lessee will not create or permit to be created, and will discharge within thirty (30) days after notice of the filing thereof, any lien, encumbrance or charge upon the Leased Premises or any equipment affixed to thereof,

having priority over or parity with the estate, title, right and/or interest of the County in the Leased Premises or such equipment.

ARTICLE 7
FOOD AND BEVERAGE HANDLING

7.1 If a restaurant or cafeteria is to be constructed at the Leased Premises, the Lessee's employees shall wear clean, washable uniforms or clothing and shall wear caps or nets where required. The employees shall be clean in their habits and shall thoroughly wash their hands before beginning work and immediately after each trip to the lavatories and shall keep them clean throughout the entire work period. The food service establishment shall at all times comply with New York State Department of Health laws, rules and regulations and the Lessee shall obtain all required food permits.

7.2 All food and beverages shall be clean, fresh, pure, of first class quality and safe for human consumption.

7.3 The Leased Premises and all equipment and materials used by the Lessee shall at all times be clean, sanitary and free from rubbish, refuse, dust, dirt, offensive or unclean material, flies and other insects, rodents and vermin. All apparatus, utensils, devices, machines and piping used by the Lessee shall be constructed so as to facilitate the cleaning and inspection thereof and shall be properly cleaned after each period of use. All trays, dishes, crockery, glassware, cutlery and other equipment of such type shall be properly cleaned and sanitized before each use. No chipped or cracked dishes, crockery, or glassware shall be used. The County reserves the right to require other sanitizing procedures that it deems reasonable and necessary.

ARTICLE 8
QUALITY AND PRICE

8.1 The Lessee warrants that admission fees, products, food and beverages shall be made available to the public at reasonable prices and further warrants that they shall be of first quality. For purposes of this Lease, "reasonable prices" shall mean prices that are comparable to prices for similar items sold at museums within a fifteen (15) mile radius of the Leased Premises. The County reserves the right of final approval on all prices charged for products, food and beverages and on the items to be offered for sale at the Leased Premises.

ARTICLE 9
EQUIPMENT

9.1 Lessee shall install all equipment necessary for the proper operation of the Children's Museum and shall make full payment for the same, and shall maintain all equipment, fixed and expendable, in good order and repair at Lessee's sole cost and expense during the term of this Lease. Plans and specifications for any additional and fixed equipment shall be submitted to the Commissioner for approval before being installed at the Leased Premises, and the installation shall be subject to inspection and approval of the Commissioner.

9.2 All air conditioning, fire sprinkling, electrical, plumbing and ventilating equipment, apparatus and devices, any and all fixtures, and all structural and non-structural physical improvements approved by the Commissioner for installation at the Leased Premises shall, immediately upon installation, be deemed to be attached to the realty and shall become property of the County to the same extent as if the same had been installed by the County prior to the commencement of the Lease.

9.3.1 The Lessee agrees to supply, maintain and replace at the sole cost and expense of Lessee all equipment required for the proper operation of the Children's Museum including, without limitation, food preparation equipment, serving equipment, eating utensils, dishes, glasses, barware, linens, and uniforms. All such equipment must be of first quality and approved by the Commissioner before being delivered to the Leased Premises.

9.3.2 Title to equipment that is affixed to the Leased Premises shall vest immediately in the County upon installation. Title to equipment provided by Lessee and not

affixed to the Leased Premises shall remain in Lessee, and such equipment shall be removed by Lessee at the termination or expiration of this Lease except as otherwise provided for herein. Should any such property remain on the Leased Premises after such expiration or termination, Commissioner may deal with such as though same had been abandoned and charge all cost and expense incurred in the removal thereof to Lessee. Lessee's obligation to observe and perform all of the terms and covenants and conditions of this Lease shall survive the expiration or other termination hereof.

ARTICLE 10
MAINTENANCE AND ALTERATIONS

10.1.1 (a) Lessee, at its sole cost and expense, shall keep the Leased Premises in clean and in good order and shall make all required repairs to the Leased Premises, including all exterior and structural repairs.

(b) Except as otherwise provided for herein, Lessee, at its sole cost and expense, shall further maintain and keep the area within fifteen (15) feet of the boundaries of the Leased Premises (the "Buffer Area"), clean and in good order, and shall make all required repairs in and to the Buffer Area, except for structural repairs which shall be the responsibility of the County.

(c) Notwithstanding anything to the contrary contained elsewhere herein, the County shall provide snow removal and salting services at no cost to the Lessee in the following areas of the Leased Premises and immediately adjacent to the Leased Premises: 1) Loading dock area; 2) the two (2) stairs located at rear of the Leased Premises; 3) the two (2) door areas located at the sides of the Leased Premises; and 4) Shoveling and salting of a footpath from the main boardwalk to the front door of the Leased Premises.

10.1.2 In the event Lessee fails to commence to maintain, clean, repair, replace, rebuild or repaint within a period of thirty (30) days after written notice from the County requesting such work, or in the event Lessee fails to diligently continue to completion any such work, the County may, at its sole option, and in addition to any other remedies available to it, enter the Leased Premises and clean, repair, replace, rebuild or repaint all or any part of the

Leased Premises or the improvements thereon at the cost and expense of Lessee. However, if in the sole opinion of the County, the failure of Lessee to perform such maintenance endangers the safety of the public, the employees or the property of the County, and the County states same in its notice, the County may, at its sole option, and in addition to any other remedies available to it, enter the Leased Premises and performs such maintenance at any time after giving of notice. Lessee agrees to pay all costs and expense associated with such maintenance.

10.2 The Lessee acknowledges that it does not and shall not have any claim against the County, its agents, or contractors for interference in or interruption of its operations as a result of any improvements made by the County. The County shall use reasonable efforts to minimize such interruptions or interference in operations without waiving its right to make improvements to the Playland Park property or its buildings.

10.3 It is the intention of the parties hereto that the Lessee shall pay all costs associated with the maintenance and repair of the Leased Premises, including, but not limited to costs of any necessary capital improvements/repairs to the exterior or interior of the Leased Premises, as well as routine maintenance. Any such capital improvements/repairs shall be subject to the prior approval of the County.

10.4 All upkeep and maintenance required to be performed by Lessee shall be subject to approval of the Commissioner in his or her sole discretion. Copies of all maintenance agreements and schedules shall be provided to Commissioner prior to commencement of any work other than routine maintenance such as cleaning.

10.5 The Parties acknowledge that the County may propose a one-time capital project of up to \$1,000,000.00 to fund exterior repairs to the Leased Premises, including but not limited to roof repairs. Notwithstanding anything to the contrary contained elsewhere herein, the County, may in its sole discretion and subject to the receipt of all necessary legal appropriations and approvals including those approvals from the County Board of Legislators and Board of Acquisition and Contract, perform such work.

ARTICLE 11
MANAGEMENT

11.1 The Lessee shall employ a manager to supervise and manage the Children's Museum. The Lessee shall employ a sufficient number of trained, knowledgeable personnel to insure the safe and proper operation of the Children's Museum. The Lessee shall provide, and its employees shall wear, appropriate employee identification and, if required by the Commissioner, uniforms. Employee identification and apparel shall be subject to the approval of the Commissioner.

11.2 The operation of the Children's Museum shall be conducted in an orderly and proper manner so as not to annoy, disturb or offend others using the County's park facilities. The Lessee shall immediately remove the cause of any objection made by the Commissioner regarding the demeanor, conduct and appearance of any Lessee employees, invitees or business guests.

ARTICLE 12
ASSIGNMENT

12.1 The Lessee shall not assign, sublet, subcontract or otherwise dispose of this Lease, or any right, duty or interest herein, without the prior written consent of the Commissioner, nor shall this Lease be transferred by operation of law, it being the purpose and spirit of this instrument to grant this Lease and privilege solely to the Lessee named herein. No assignment, subcontracting, subletting or other such disposition of this Lease, either with or without such consent of the Commissioner, shall serve to relieve the Lessee of its obligations hereunder.

ARTICLE 13

INSURANCE, DAMAGE, DESTRUCTION

13.1 To safeguard the interest and property of the County, the County in its own name as the insured, will procure and maintain throughout the term of this Lease insurance protection for fire and extended risks on the structure and improvements of which the Leased Premises are a part. Lessee agrees that it will reimburse County for the proportionate share of insurance premium costs applicable to the Leased Premises upon the presentation to Lessee of a bill.

13.2 In the event the Leased Premises or any building or structure thereon, are wholly or partially destroyed by any cause not the fault of the Lessee, the County shall have the option, exercisable for a period of sixty (60) days, to repair, rebuild or restore the damaged or destroyed premises. If the County elects to repair or restore the premises, the Lessee shall be entitled, during the period commencing with the date of damage and ending upon the completion of repairs by the County, and at the discretion of the Commissioner, to a reduction in fees payable to the County based upon the extent to which the Lessee's operations are prevented or diminished during such period.

13.3 If the County elects not to repair or restore the Leased Premises, it shall promptly so notify the Lessee, in which event the Lessee shall have the option, at its sole cost and expense, of repairing and restoring the premises or of forthwith, upon written notice, terminating this Lease.

13.4 If such damage results from any act or omission of the Lessee, then this Lease shall continue in full force and effect, without any abatement or reduction in fees payable hereunder, and the Lessee, at its sole cost and expense, shall repair the damage and return the Leased Premises to the condition existing at the commencement of the term hereof. Upon the failure of the Lessee to make such repairs, the County may repair such damage at the Lessee's cost and expense.

13.5 Lessee shall ensure that the County is named as an additional insured on all insurance obtained by any contractor(s) performing any work, including but limited to construction work, at the Leased Premises. All contracts pertaining to any work at the Leased Premises shall provide that the County shall be indemnified and held harmless against and from all liability arising from the work in a form reasonably acceptable to the County. All contracts pertaining to any work shall make the County a third party beneficiary thereunder so as to afford to the County the same rights and remedies afforded to the Lessee for breach of contract.

ARTICLE 14

INDEMNIFICATION

14.1 In addition to, and not in limitation of, the insurance requirements contained in Schedule "B" entitled "Standard Insurance Provisions", attached hereto and made a part hereof, the Lessee 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 Lessee shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of acts or omissions of the Lessee or third parties under the direction or control of the Lessee; and

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

(c) in the event the Lessee 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 Lessee 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 Lease.

ARTICLE 15

BANKRUPTCY

15.1 If at any time during the term of this Lease, any petition in bankruptcy shall be filed by or against the Lessee or if the Lessee shall be adjudicated a bankrupt; or if a Receiver shall be appointed to take possession of the Lessee's property; or if the Lessee shall make any assignment for the benefit of creditors, this Lease shall, at the option of the County, immediately cease, terminate and expire. Nothing hereunder shall relieve the Lessee from any liability incurred under this Lease and the Lessee covenants and agrees to yield and deliver to the County possession of the Leased Premises promptly and in good condition on the date of the cessation of this Lease, whether such cessation be by termination, expiration or otherwise.

ARTICLE 16

TERMINATION

16.1 In the event that the Lessee 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 might have, may terminate this Lease upon thirty (30) days' written notice to Lessee. The Lessee shall have the notice period to cure such default. If such default remains uncured, County, at its sole option, may extend the period to cure. Upon the expiration of the extension, absent further extension, termination becomes effective.

16.2 In the event that the County defaults in the performance of any term, condition or covenant herein contained, the Lessee, at its option and in addition to any other remedy it might have, may terminate this Lease upon ninety (90) days' written notice to County. The County shall have the notice period to cure such default. If such default remains uncured, Lessee, at its sole option, may extend the period to cure. Upon the expiration of the extension, absent further extension, termination becomes effective.

16.3 In the event of termination, Lessee agrees to peaceably surrender the Leased Premises to County. Upon such surrender, the County may re-enter and reoccupy the Leased Premises and use any property of the Lessee located at the Leased Premises on the date of termination.

16.4 No holding over by Lessee after the termination or expiration of this Lease shall operate to extend or renew this Lease for any further term whatsoever. Continued occupancy thereof by Lessee shall constitute trespassing by Lessee. In addition to any other remedy available to the County, any holding over by Lessee without the written consent of the County shall make Lessee liable to the County for damages equal to a good faith estimate made by the Commissioner of the actual value of the leasehold over time.

ARTICLE 17

MISCELLANEOUS PROVISIONS

17.1 **LEGAL COMPLIANCE:** The Lessee shall, at its sole cost and expense, procure and maintain in full force and effect for the term of this Lease, all permits and approvals from all applicable governmental authorities. The Lessee shall further obey, perform and comply with any and all federal, state and local laws, rules, regulations, orders, ordinances and requirements of every kind and nature affecting the Leased Premises, which now exist or shall hereafter be enacted or promulgated, including, but not limited to, local zoning, SEQRA, state or County executive orders, and requirements of the New York Board of Fire Underwriters, the New York Fire Insurance Rating Organization or other entity with similar functions. All repairs and improvements will comply with the Secretary of the Interior's Standards for the Treatment of Historic Properties.

17.2 **NON-DISCRIMINATION:** The Lessee expressly agrees that neither it nor any contractor, subcontractor, employee, or any other person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability,

marital status, sexual orientation, familial status, genetic predisposition or carrier status during the term of or in connection with this Lease, as those terms may be defined in Chapter 700 of the Laws of Westchester County. The Lessee acknowledges and understands that the County maintains a zero tolerance policy prohibiting all forms of harassment or discrimination against its employees by co-workers, supervisors, vendors, contractors, or others.

17.3 FORCE MAJEURE: Neither the County nor the Lessee, as the case may be, shall be deemed in breach hereof if it is prevented from performing any of the obligations hereunder by reason of acts of God, acts of the public enemy, acts of superior governmental authority, strikes or labor disputes, floods, riots, rebellion, sabotage, public health emergencies, utility service disruptions, or any similar other circumstances not within its reasonable control.

17.4 INSPECTION: The Commissioner shall be entitled to enter the Leased Premises for the purposes of inspecting, observing and monitoring any aspect of Lessee's operations. The Lessee shall also permit inspection of same by any federal, state, County or municipal officer having jurisdiction. The Lessee, at its sole cost and expense, shall promptly remedy any and all violations issued as a result of such inspection.

17.5 FLAMMABLES: The Lessee shall not use or store any explosives, toxic materials or flammables on or about the Leased Premises.

17.6 ADVERTISING: All signs, advertising and promotions to be employed by the Lessee in connection with operation of the Concession shall be subject to prior written approval of the Commissioner.

17.7 CONDEMNATION: In the event that the space assigned to Lessee hereunder, or such a substantial part thereof so as to render impossible the operation of the Children's Museum, be taken by eminent domain, this Lease shall terminate on the date upon which title vests in the condemnor and neither party shall have any liability to the other on account of such termination. The parties agree that this clause shall not be interrupted or

construed to permit the County, acting solely for itself, to exercise any power of eminent domain with respect to Lessee's property without just compensation.

17.8 UTILITY AND SEWER LINES: The County reserves the right to lay, erect, construct, use, operate and maintain utility and sewer lines in, through, under and across the Leased Premises provided that such activity does not unreasonably interfere with the operation of the Children's Museum.

17.9 RISK OF OPERATION: The Lessee assumes all risks in the operation of the Children's Museum. The Lessee shall comply with any and all rules and regulations prescribed by the County for the operation of the Leased Premises. Upon request, the County shall furnish a copy of such rules and regulations to the Lessee.

17.10 AMBIGUITY: In the event of any ambiguity in any of the terms of this Lease, it shall not be construed for or against any party hereto based on which party was the author of the term in question.

17.11 BEST MANAGEMENT PRACTICES: In addition to all the other requirements of this Lease, the Lessee recognizes and understands that it is an essential element of this Lease that the Lessee insure that any work it does under this Lease, including but not limited to any plans, specifications, drawings, designs, management and advice, complies with the County's policy of Best Management Practices for Water Quality Protection. Therefore, the Lessee shall, at a minimum, incorporate the NYS Department of Environmental Protection (hereinafter "NYSDEC") technical standards for erosion and sediment control contained in the document, "*New York Standards and Specifications for Erosion and Sediment Control*," as the same may be amended from time to time. In addition, the Lessee shall incorporate for the design of water quality and water quality controls (post-construction stormwater control practices), the NYSDEC standards detailed in the "*New York State Stormwater Management Design Manual*," as the same may be amended from time to time. Both documents should be obtained from the NYSDEC website to insure that the Lessee has the latest versions of such documents. In addition, the Lessee shall apply these standards to ALL work done for the County, regardless of

the size of the project. For example, if the State standards applies only to projects of 1 acre or greater and the County's project is less than one acre, then the Lessee shall utilize the State standard for the larger project. To the extent that there is any conflict between the County standards and the standards required by any other regulatory agency, the Lessee shall utilize the stricter standard. The Lessee shall determine if the project shall require any permits from regulatory agencies, including, but not limited to, permits that concern stormwater management. To the extent that the services rendered by the Lessee involve design of the project and to the extent that any permits are required for the project, the Lessee shall complete the permit application and prepare the necessary information required by the permitting agency, including, but not limited to, the preparation of a Stormwater Pollution Prevention Plan. To the extent that the services rendered by the Lessee involve Construction Management, the County shall require such consultant to review plans and specifications and inspect the construction site to insure that the aforementioned standards are being met.

17.12 REQUIRED SCHEDULES: Attached hereto and forming parts hereof are the schedules listed below. Simultaneous with its execution of this Lease, the Lessee shall provide the County with a completed copy of each schedule. The Lessee agrees that the terms of each of these schedules has been accepted and agreed-to by the Lessee by virtue of its execution of this Lease, and the Lessee represents and warrants that it has completed each of these schedules accurately and completely.

1.) Schedule "C" — "Business Enterprises Owned and Controlled by Women or Persons of Color". Pursuant to Section 308.01 of the Laws of Westchester County, it is the goal of the County to use its best efforts to encourage, promote and increase the participation of business enterprises owned and controlled by women or persons of color in contracts and projects funded by all departments of the County.

2.) Schedule "D" — "Required Disclosure of Relationships to County". In the event that any information provided in Schedule "D" must be changed during the term of this Lease, the Lessee agrees to notify the County in writing within ten (10) business days and provide an updated version of the schedule.

3.) Schedule “E” — “Criminal Background Disclosure”. This schedule is required pursuant to Executive Order No. 1-2008.

4.) Schedule “F” — “Questionnaire Regarding Business Enterprises Owned and Controlled by Service-Disabled Veterans”

The County believes it is a laudable goal to provide business opportunities to veterans who were disabled while serving our country, and wants to encourage the participation in County contracts of certified business enterprises owned and controlled by service-disabled veterans. This schedule is required as part of the County’s program to encourage the participation of such business enterprises in County contracts, and in furtherance of Article 3 of the New York State Veterans’ Service Law.

17.13 REMEDIES CUMULATIVE: The failure of the County to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment for the future of such term or condition, but the same shall remain in full force and effect. Acceptance by the County of payment of any fee due hereunder with knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the County of any provision hereof shall be implied.

17.14 TAXES: It is the intention of the County and the Lessee that the Lease Fees herein referred to shall be net to the County in each year of the Lease Term and that all costs, expenses and obligations of every kind relating to the Leased Premises (except as otherwise specifically provided in this Lease) which may arise or become due during the Lease Term, including, but not limited to, any and all real property assessments or taxes, water meter and sewer rents, utility charges, shall be paid by the Lessee without set-off and the Lessee shall indemnify the County against such costs, expenses and obligations

17.15 APPROVALS: This Lease shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.

17.16 CHOICE OF LAW: This Lease shall be performed and enforceable in Westchester County, New York, and shall be governed by the laws of the State of New York.

ARTICLE 18

NOTICES

18.1 NOTICES: All notices of any nature referred to in this Lease shall be in writing and sent by registered or certified mail postage pre-paid 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:

Westchester County Executive
Michaelian Office Building, Room 900
148 Martine Avenue
White Plains, New York 10601

with copies to:

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

and

Commissioner
Department of Public Works and Transportation
Michaelian Office Building, Room 500
148 Martine Avenue
White Plains, New York 10601

and

County Attorney
Michaelian Office Building, Room 600
148 Martine Avenue
White Plains, New York 10601

To the Lessee:

Westchester Children's Museum
100 Playland Parkway
Rye, New York 10580

ARTICLE 19
ENTIRE AGREEMENT

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

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

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

THE COUNTY OF WESTCHESTER

By _____
Name:
Title:

WESTCHESTER CHILDREN'S MUSEUM

By _____
Name:
Title:

Approved by the Board of Legislators of the County of Westchester by Local Law No. 9 - 2011 approved on the 8th day of August, 2011 and on the 24th day of August, 2011, and by Local Law ____ -2024 on the _____ Day of _____, 2024.

Approved by the Board of Acquisition and Contract of the County of Westchester on the 11th day of July, 2013 and on the _____ of _____, 2024.

Approved:

Sr. Assistant County Attorney
The County of Westchester
c:JPI/PRC/Children's.Museum.Amended&Restated.Lease.3.31.25

ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 20____ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument; and, acknowledged if operating under any trade name, that the certificate required by the New York State General Business Law Section 130 has been filed as required therein.

Signature and Office of individual
taking acknowledgment

CERTIFICATE OF AUTHORITY

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

certify that I am the _____ of
(Title)
the _____
(the "Corporation")

a corporation duly organized and in good standing under the (Law under which organized, e.g., the New York Business Corporation Law) named in the foregoing agreement; that

(Person executing agreement)

who signed said agreement on behalf of the Corporation was, at the time of execution

(Title of such person)

of the Corporation and that said agreement was duly signed for and on behalf of said Corporation by authority of its Board of Directors, thereunto duly authorized and that such authority is in full force and effect at the date hereof.

(Signature)

STATE OF NEW YORK)

ss.:

COUNTY OF WESTCHESTER)

On the _____ day of _____ in the year 20____ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument; and, acknowledged if operating under any trade name, that the certificate required by the New York State General Business Law Section 130 has been filed as required therein.

Signature and Office of individual
taking acknowledgement

SCHEDULE "A"

Description of Leased Premises

DRAFT

SCHEDULE "B"

STANDARD INSURANCE PROVISIONS Children's Museum at Playland

1. Prior to commencing work, and throughout the term of the Agreement, the Lessee 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. Lessee 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 Lessee 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 Lessee 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 Lessee 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 Lessee to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Lessee from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Lessee 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 Lessee'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 Lessee until such time as the Lessee shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Lessee 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 Lessee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

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

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

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

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

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

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

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

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

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

- (i) Owned automobiles.
- (ii) Hired automobiles.
- (iii) Non-owned automobiles.

- e) Abuse and Molestation Liability, either by separate policy of insurance or through endorsement to the General Liability Policy or Professional Liability Policy. (Limits

of \$3,000,000.00 per occurrence. This insurance shall include coverage for the following, including coverage for client on client, counselor client, and third parties:

- i. Misconduct
 - ii. Abuse (including both physical and sexual)
 - iii. Molestation
- f) Pollution Control Liability, either by separate policy of insurance or through endorsement to the General Liability Policy or Automobile Policy. Minimum Limit: \$1,000,000.00. This insurance shall indicate the following coverages:
- (i) Transit
 - (ii) Sudden and Accidental
 - (iii) Clean-up
- 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 elevated work and/or the use of scaffolding** where applicable, or as determined by the Director, Risk Management)

If applicable:

- 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.
- j) Installation Floater coverage may suffice for construction work not requiring Builders Risk Coverage and shall serve to insure materials, tools, and equipment of the contractor while such items are in transit and/or in the process of being installed.

3. All policies of the Lessee 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 Lessee.

DRAFT

SCHEDULE "C"

QUESTIONNAIRE REGARDING BUSINESS ENTERPRISES OWNED AND CONTROLLED BY WOMEN OR PERSONS OF COLOR

As part of the County's program to encourage the meaningful and significant participation of business enterprises owned and controlled by persons of color or women in County contracts, and in furtherance of Section 308.01 of the Laws of Westchester County, completion of this form is required.

A "business enterprise owned and controlled by women or persons of color" means a business enterprise, including a sole proprietorship, limited liability partnership, partnership, limited liability company, or corporation, that either:

- 1.) meets the following requirements:
 - a. is at least 51% owned by one or more persons of color or women;
 - b. is an enterprise in which such ownership by persons of color or women is real, substantial and continuing;
 - c. is an enterprise in which such ownership interest by persons of color or women has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; and
 - d. is an enterprise authorized to do business in this state which is independently owned and operated.
- 2.) is a business enterprise certified as a minority business enterprise ("MBE") or women business enterprise ("WBE") pursuant to Article 15-a of the New York State Executive Law and the implementing regulations, 9 New York Code of Rules and Regulations subtitle N Part 540 et seq., **OR**
- 3.) is a business enterprise certified as a small disadvantaged business concern pursuant to the Small Business Act, 15 U.S.C. 631 et seq., and the relevant provisions of the Code of Federal Regulations as amended.

Please note that the term "persons of color", as used in this form, means a United States citizen or permanent resident alien who is and can demonstrate membership of one of the following groups:

- (a) Black persons having origins in any of the Black African racial groups;
- (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race;
- (c) Native American or Alaskan native persons having origins in any of the original peoples of North America; or
- (d) Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands.

1. Are you a business enterprise owned and controlled by women or persons of color in accordance with the standards listed above?

_____ No

_____ Yes

Please note: If you answered “yes” based upon certification by New York State and/or the Federal government, official documentation of the certification must be attached.

2. If you answered “Yes” above, please check off below whether your business enterprise is owned and controlled by women, persons of color, or both.

_____ Women

_____ Persons of Color (*please check off below all that apply*)

_____ Black persons having origins in any of the Black African racial groups

_____ Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race

_____ Native American or Alaskan native persons having origins in any of the original peoples of North America

_____ Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian sub-continent or the Pacific Islands

[NO FURTHER TEXT ON THIS PAGE]

SCHEDULE "D"

REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY

1.) Are any of the employees that the Consultant will use to carry out this contract also a County officer or employee, or the spouse, child, or dependent of a County officer or employee?

Yes _____ No _____

If yes, please provide details (attach extra pages, if necessary): _____

2.) Are any of the owners of the Consultant or their spouses a County officer or employee?

Yes _____ No _____

If yes, please provide details (attach extra pages, if necessary): _____

3.) Do any County officers or employees have an **interest**¹ in the Consultant or in any approved subconsultant that will be used for this contract?

Yes _____ No _____

If yes, please provide details (attach extra pages, if necessary): _____

[NO FURTHER TEXT ON THIS PAGE]

¹ "Interest" means a direct or indirect pecuniary or material benefit accruing to a County officer or employee, his/her spouse, child or dependent, whether as the result of a contract with the County or otherwise. For the purpose of this form, a County officer or employee shall be deemed to have an "interest" in the contract of:

- 1.) His/her spouse, children and dependents, except a contract of employment with the County;
- 2.) A firm, partnership or association of which such officer or employee is a member or employee;
- 3.) A corporation of which such officer or employee is an officer, director or employee; and
- 4.) A corporation of which more than five (5) percent of the outstanding capital stock is owned by any of the aforesaid parties.

SCHEDULE "E"

CRIMINAL BACKGROUND DISCLOSURE

INSTRUCTIONS

Pursuant to Executive Order 1-2008, the County is required to maintain a record of criminal background disclosure from all persons providing work or services in connection with any County contract, including leases of County-owned real property and licenses:

- a.) If any of the persons providing work or services to the County in relation to a County contract are not subject to constant monitoring by County staff while performing tasks and/or while such persons are present on County property pursuant to the County contract; and
- b.) If any of the persons providing work or services to the County in relation to a County contract may, in the course of providing those services, have access to sensitive data (for example SSNs and other personal/secure data); facilities (secure facilities and/or communication equipment); and/or vulnerable populations (for example, children, seniors, and the infirm).

In those situations, the persons who must provide a criminal background disclosure ("Persons Subject to Disclosure") include the following:

- a.) Consultants, Contractors, Licensees, Lessees of County-owned real property, their principals, agents, employees, volunteers or any other person acting on behalf of said Contractor, Consultant, Licensee, or Lessee who is at least sixteen (16) years old, including but not limited to Subconsultants, Subcontractors, Sublessees, or Sublicensees who are providing services to the County, and
- b.) Any family member or other person, who is at least sixteen (16) years old, residing in the household of a County employee who lives in housing provided by the County located on County property.

Under Executive Order 1-2008, it is the duty of every County Consultant, Contractor, Licensee, or Lessee to inquire of each and every Person Subject to Disclosure and disclose whether they have been convicted of a crime or whether they are subject to pending criminal charges, and to submit this form with that information.¹ Accordingly, the attached Criminal Background Disclosure Form and Certification must be completed and agreed-to as part of this Agreement.

Please note that under no circumstances shall the existence of a language barrier serve as a basis for the waiver of or an exception from the disclosure requirements of Executive Order 1-2008. If translation services are required by the Consultant, Contractor, Licensee, or Lessee to fulfill this obligation, it shall be at the sole cost and expense of the Consultant, Contractor, Licensee, or Lessee.

¹ For these disclosures, a "crime" or "pending criminal charge" includes all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State.

Please also note that the conviction of a crime(s) and/or being subject to a pending criminal charge(s) will not automatically result in a denial of a person's right to work on a County contract, right to be on County property, or license, but may, if the County determines that the prior conviction(s) or pending criminal charge(s) create an unacceptable risk. However, if a person fails to list or falsifies any part of his/her conviction history or any pending criminal charge(s) for any reason, he/she may be prohibited from working or being on County property without any risk assessment. If it is later determined that a Person Subject to Disclosure failed to disclose a criminal conviction or pending criminal charge for any reason, his/her right to work on a County contract, be on County property, or license may be terminated at any time.

Please further note that, pursuant to Executive Order 1-2008, and subject to the applicable provisions of New York Correction Law §§ 752 and 753, the County has the right to bar a Person Subject to Disclosure from providing work or services to the County or from being on County property if any such person has:

- a.) A conviction of a crime(s);
- b.) A pending criminal proceeding for a crime(s); or
- c.) Refused to answer questions concerning his/her criminal background

Please finally note that any failure by a County Consultant, Contractor, Licensee, or Lessee to comply with the disclosure requirements of Executive Order 1-2008 may be considered by the County to be a material breach and shall be grounds for immediate termination by the County of the related County contract.

Exemptions

Executive Order 1-2008 exempts from the aforementioned disclosure requirements Persons Subject to Disclosure:

- a.) for whom the County has already conducted a background check and issued a security clearance that is in full force and effect; and
- b.) for whom another state or federal agency having appropriate jurisdiction has conducted a security and/or background clearance or has implemented other protocols or criteria for this purpose that apply to the subject matter of a County contract that is in full force and effect.

If you are claiming an exemption for one or more Persons Subject to Disclosure, you must notify the Procuring Officer². The Procuring Officer will then determine whether the Person(s) Subject to Disclosure are actually exempt, and provide written notification of his/her determination. If the Procuring Officer determines that a Person Subject to Disclosure is not exempt, the Procuring Officer will notify you of that determination, and you will have to include disclosures for that person on your Criminal Background Disclosure Form and Certification.

² Procuring Officer" shall mean the head of the department or the individual or individuals authorized by the head(s) of the department(s) undertaking the procurement and with respect to those matters delegated to the Bureau of Purchase and Supply pursuant to Section 161.11(1)(a) of the Laws of Westchester County, the Purchasing Agent.

Subconsultants, Subcontractors, Sublessees, or Sublicensees

Under Executive Order 1-2008, it is your duty to ensure that any and all approved subconsultants, subcontractors, sublessees, or sublicensees complete and submit the attached Criminal Background Disclosure Form and Certification for all of their respective Persons Subject to Disclosure. This must be done before such a subconsultant, subcontractor, sublessees, or sublicensees can be approved to perform work on a contract.

New Persons Subject to Disclosure

Under Executive Order 1-2008, you have a **CONTINUING OBLIGATION** to maintain the accuracy of the Criminal Background Disclosure Form and Certification (and any accompanying documentation) for the duration of this contract, including any amendments or extensions thereto. Accordingly, it is your duty to complete and submit an updated Criminal Background Disclosure Form and Certification whenever there is a new Person Subject to Disclosure for this contract. **NO NEW PERSON SUBJECT TO DISCLOSURE SHALL PERFORM WORK OR SERVICES OR ENTER ONTO COUNTY PREMISES UNTIL THE UPDATED CRIMINAL BACKGROUND DISCLOSURE FORM AND CERTIFICATION IS FILED WITH THE PROCURING OFFICER.** You shall also provide the County with any other updates that may be necessary to comply with the disclosures required by Executive Order 1-2008.

PLEASE CONTINUE TO THE

Criminal Background Disclosure Form and Certification

BEGINNING ON THE NEXT PAGE

CRIMINAL BACKGROUND DISCLOSURE

FORM AND CERTIFICATION

If this form is being completed by a subconsultant, subcontractor, sublessee, or sublicensee, please consider all references in this form to “consultant, contractor, lessee, or licensee” to mean “subconsultant, subcontractor, sublessee, or sublicensee” and check here: _____

By executing this Agreement, I, as the signatory for the Contractor, certify that I am a principal or a representative of the Consultant, Contractor, Lessee, or Licensee and I am authorized to agree to and provide this completed Criminal Background Disclosure Form and Certification. I certify that each Person Subject to Disclosure has been asked the following questions:

- **Have you or your company ever been convicted of a crime (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State) including, but not limited to, conviction for commission of fraud, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property?**

- **Are you or your company subject to any pending criminal charges (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State)?**

I certify that the names and titles of Persons Subject to Disclosure who refused to answer **either** of the questions above are as follows:

If none, check this box:

1. _____
2. _____
3. _____

(If more space is needed, please attach separate pages labeled “REFUSED to Answer - Continued.”)

I certify that the names and titles of Persons Subject to Disclosure who answered “Yes” to **either of the** questions above are as follows:

If none, check this box:

1. _____
2. _____
3. _____

(If more space is needed, please attach separate pages labeled “YES Answers - Continued”)

Each Person Subject to Disclosure listed above who has either **been convicted of a crime(s)** and/or **is subject to a pending criminal charge(s)** must answer additional questions. Those questions are below.

A Person Subject to Disclosure who has **been convicted of a crime(s)** must respond to the following (please attach separate pages with responses for each person, with their name and title):

- 1.) Describe the reason for being on County property if applicable, identify the specific duties and responsibilities on this project which you intend to perform for the County, including but not limited to, access to sensitive data and facilities and access to vulnerable populations.
- 2.) Please list all criminal convictions along with a brief description of the crime(s) (including all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State).
- 3.) Please provide the date and place of each conviction.
- 4.) Please provide your age at the time of each crime for which you were convicted.
- 5.) Please provide the legal disposition of each case.
- 6.) Please provide any information either produced by yourself or someone on your behalf in regards to your rehabilitation and good conduct.

A Person Subject to Disclosure who **is subject to a pending criminal charge(s)** must respond to the following (please attach separate pages with responses for each person, with their name and title):

- 1.) Describe the reason for being on County property and if applicable, identify the specific duties and responsibilities on this project which you intend to perform for the County, including but not limited to, access to sensitive data and facilities and access to vulnerable populations.
- 2.) Please identify all pending criminal charges (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State).
- 3.) Please briefly describe the nature of the pending charges and the date upon which it is alleged that a crime was committed.

I hereby certify that all of the information provided herein (and in any and all attachments) is true and accurate and that all disclosures required by Executive Order 1-2008 and this Criminal Background Disclosure Form and Certification have been completed. By executing this Agreement, I hereby affirm that all of the facts, statements and answers contained herein (and in any and all attachments) are true and correct. I understand that providing false or incomplete information or withholding by omission or intention pertinent information will be cause for refusing further consideration of my being utilized under this contract.

It is understood and agreed that no Person Subject to Disclosure shall perform work or services or enter onto County property until this required Criminal Background Disclosure Form and Certification is filed with the Procuring Officer.

It is understood and agreed that to the extent that new Persons Subject to Disclosure are proposed to perform work or provide services under this contract after filing of this Criminal Background Disclosure Form and Certification with the Procuring Officer, such new Persons Subject to Disclosure shall not perform work or provide services or enter into County property until an updated Criminal Background Disclosure Form and Certification has been filed with the Procuring Officer.

It is further understood and agreed that the consultant, contractor, lessee, or licensee has a continuing obligation to maintain the accuracy of the Criminal Background Disclosure Form and Certification for the duration of this contract, including any amendments or extensions thereto, and shall provide any updates to the information to the County as necessary to comply with the requirements of Executive Order 1-2008.

[NO FURTHER TEXT ON THIS PAGE]

SCHEDULE "F"

For Informational Purposes Only

**QUESTIONNAIRE REGARDING BUSINESS ENTERPRISES
OWNED AND CONTROLLED BY SERVICE-DISABLED VETERANS**

The County believes it is a laudable goal to provide business opportunities to veterans who were disabled while serving our country, and wants to encourage the participation in County contracts of certified business enterprises owned and controlled by service-disabled veterans. As part of the County's program to encourage the participation of such business enterprises in County contracts, and in furtherance of Article 3 of the New York State Veterans' Service Law, we request that you answer the questions listed below.

The term "Certified Service-Disabled Veteran-Owned Business Enterprise" shall mean a business enterprise, including a sole proprietorship, partnership, limited liability company or corporation that is a certified service-disabled veteran-owned business enterprise under Article 3 of the New York State Veterans' Service Law.

1. Are you a business enterprise that is owned and controlled by a service-disabled veteran in accordance with the standards listed above?

_____ No
_____ Yes

2. Are you certified with the State of New York as a Certified Service-Disabled Veteran-Owned Business?

_____ No
_____ Yes

If you are certified with the State of New York as a Certified Service-Disabled Veteran-Owned Business, please attach a copy of the certification.

[NO FURTHER TEXT ON THIS PAGE]



Kenneth W. Jenkins
County Executive

April 16, 2025

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

Dear Honorable Members:

I have been advised by the Commissioner of Environmental Facilities (the "Commissioner") that the Town of Cortlandt ("Town") has requested pursuant to the attached resolution of the Town that the Peekskill Sanitary Sewer District ("District") be modified to add one (1) parcel of property more particularly described as 44 Regina Avenue, Sec. 24.10, Block 1, Lot 4 (hereinafter the "Parcel") to the District, which Parcel is not currently in any County Sanitary Sewer District, having been removed from the District in 1998 for the 1999 tax year.

I am advised that the feasibility report prepared by the Department of Environmental Facilities (the "Department") dated December 30, 2024 and attached hereto, indicates that the proposed addition of the Parcel represents an increase of 0.048% to the Equalized Full Value of the District. The addition of the Parcel will not cause significant changes in the tax rate of the District.

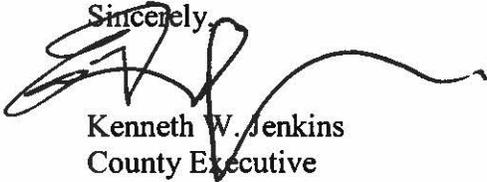
According to the Department, the proposal to add the Parcel is feasible because: 1) the matter was requested by the Town; 2) the facilities necessary to connect the Parcel to County facilities (i.e., gravity sewers) will be constructed at the total expense of the Town; 3) maintenance of the completed facilities will be the responsibility of the Town and not the District; 4) the Peekskill Water Resource Recovery Facility (the "Facility") has a design flow of 10 MGD and the present average daily flow is 6.1 MGD. The average daily flow the Parcel will generate after inclusion is 105 GPD. Therefore, the Facility and the County Trunk Sewer have sufficient capacity to accommodate the Parcel; 5) the subject expansion will not result in any significant effect on the tax structure of the District; and 6) the Parcel proposed to be added to the District is not now in any County sewer district and will be required to pay a surcharge over a ten year period.

As your Honorable Board knows, Laws of Westchester County ("LWC") Section 237.131 authorizes the alteration or change of a County Sanitary Sewer District. However, the Board of Legislators may only alter or change a district after it has held a public hearing after notice has been given by publication in such manner and for such time as the Board of Legislators shall direct. Therefore, attached hereto is a Resolution which will authorize the date and time of the public hearing.

Furthermore, LWC Sections 237.131 and 237.141 confer authority to determine what charges will be assessed against the Parcel. The Department recommends an aggregate surcharge of \$14,910.00 to be paid in each of ten equal annual installments of \$1,491.00, be assessed against the Parcel. This surcharge reflects capital costs incurred by the District from 1999 through 2024. This formula has been used in past legislation for parcels added to a sanitary sewer district.

Based on the above facts and the feasibility report provided by the Department, I respectfully recommend that your Board adopt a Resolution to hold a public hearing on this matter and after the public hearing, adopt an Act which will add the Parcel to the District.

Sincerely,

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

Kenneth W. Jenkins
County Executive

KWJ/VK/SEP/sjc
Attachments

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

Your Committee is in receipt of a transmittal from the County Executive in which the County Executive states that the Commissioner of Environmental Facilities (the “Commissioner”) has advised him that the Town of Cortlandt (“Town”) has requested pursuant to the attached resolution of the Town that the Peekskill Sanitary Sewer District (“District”) be modified to add one (1) parcel of property more particularly described as 44 Regina Avenue, Sec. 24.10, Block 1, Lot 4 (hereinafter the “Parcel”), which Parcel is not currently in any County Sanitary Sewer District, having been removed from the District in 1998 for the 1999 tax year.

Your Committee is informed that the feasibility report prepared by the Department of Environmental Facilities (the “Department”) dated December 30, 2024 and attached hereto, indicates that the proposed addition of the Parcel represents an increase of 0.048% to the Equalized Full Value of the District. The addition of the Parcel will not cause significant changes in the tax rate of the District.

According to the Department, the proposal to add the Parcel is feasible because: 1) the matter was requested by the Town; 2) the facilities necessary to connect the Parcel to County facilities (i.e., gravity sewers) will be constructed at the total expense of the Town; 3) maintenance of the completed facilities will be the responsibility of the Town and not the District; 4) the Peekskill Water Resource Recovery Facility (the “Facility”) has a design flow of 10 MGD and the present average daily flow is 6.1 MGD. The average daily flow the Parcel will generate after inclusion is 105 GPD. Therefore, the Facility and the County Trunk Sewer have sufficient capacity to accommodate the Parcel; 5) the subject expansion will not result in any significant effect on the tax structure of the District; and 6) the Parcel proposed to be added to the District is not now in any County sewer district and will be required to pay a surcharge over a ten year period.

Your Committee notes that Section 237.131 of the Laws of Westchester County (“LWC”) authorizes the alteration or change of a sewer district. However, your Honorable Board may only alter or change the district after it has held a public hearing after notice has been given by publication in such manner and for such time as the Board

shall direct. Therefore, attached hereto is a Resolution, which, if adopted by your Honorable Board, would authorize the date and time of the public hearing. Your Committee recommends adoption of said Resolution.

Furthermore, LWC Sections 237.131 and 237.141 confer authority to determine what charges, if any, will be assessed against the Parcel. Your Committee has been informed that the Department recommends that an aggregate surcharge of \$14,910.00 to be paid in each of ten equal annual installments of \$1,491.00, be assessed against the Parcel. This surcharge reflects capital costs incurred by the District from 1999 through 2024. This formula has been used in past legislation for parcels added to a sanitary sewer district.

The Planning Department has advised that based on its review, the proposed addition of the Parcel may constitute a Type II action under the State Environmental Quality Review Act (“SEQRA”), and its implementing regulations, 6 NYCRR, Part 617.5(c)(13), (26) and (33), and therefore no further environmental review is required. Your Committee has reviewed the annexed SEQRA documentation and concurs with this recommendation.

It should be noted that a vote of not less than a majority of the voting strength of the Board of Legislators is required to pass this Act.

Based on the above facts and the Feasibility Report prepared by the Department, your Committee concurs with the recommendation of the County Executive and recommends that your Honorable Board adopt the annexed Resolution which will authorize publication of the Legal Notice for the public hearing as required by the Laws of Westchester County in such matters, and, after such hearing, urges your Honorable Board to adopt the annexed Act which accomplishes the addition of the Parcel to the District.

Dated: _____, 2025
White Plains, New York

COMMITTEE ON

K:SJC 1/15/2025

FISCAL IMPACT STATEMENT

SUBJECT: 44 Regina Peekskill SSD, Cortlandt (T)

NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

GENERAL FUND

AIRPORT FUND

SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense \$ _____ -

Total Current Year Revenue \$ _____ -

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

Additional Appropriations

Other (explain)

Identify Accounts: 236-60-1610-9012

Potential Related Operating Budget Expenses: Annual Amount \$ _____ -

Describe: Operating expenses related to process and treatment plant expenses of additional flow from these parcels.

Potential Related Operating Budget Revenues: Annual Amount \$ _____ 1,491

Describe: "Buy-in" revenue for parcel added to the Peekskill Sewer District each year for the next 10 years

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

Current Year: _____

Next Four Years: Please see descriptions above

Prepared by: Steve Elie-Pierre, P.E.

Title: Director Of Wastewater Treatment

Department: Environmental Facilities

Date: December 4, 2024

Reviewed By: *[Signature]*

Budget Director

Date: 4/8/2025

TO: Vincent Kopicki, Commissioner
Department of Environmental Facilities

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

DATE: April 1, 2025

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR REINSTATEMENT
OF PROPERTY TO PEEKSKILL SANITARY SEWER DISTRICT –
44 REGINA AVENUE, TOWN OF CORTLANDT**

PROJECT/ACTION: The reinstatement of one parcel (Section 24.10, Block 1, Lot 4) located at 44 Regina Avenue in the Town of Cortlandt to the County's Peekskill Sanitary Sewer District. The property is approximately 18 acres in size and was consolidated from multiple parcels following approval for development as a self-storage facility. The owner is seeking reinstatement into the district in order to discharge sanitary sewage associated with restroom/office facilities on the premises.

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

- **617.5(c)(13):** extension of utility distribution facilities, including gas, electric, telephone, cable, water and sewer connections to render service in approved subdivisions or in connection with any action on this list;
 - **617.5(c)(26):** routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment;
 - **617.5(c)(33):** adoption of regulations, policies, procedures and local legislative decisions in connection with any action on this list.
-

COMMENTS: The subject property was removed from the County sewer district in 1998, along with many other parcels that were not connected to sanitary sewers, at the request of the Town of Cortlandt. The parcel to be reinstated will be able to access the County sewer system via a connection to an existing local sewer line located at the north end of the property. The parcel is in the M-1 zoning district, is almost fully developed and a force main has been installed within the development and in a 15-foot wide sewer easement on the west side of Regina Avenue. The estimated sewage contribution for the parcel is 105 gallons per day (GPD) based on seven employees or up to 195 GPD at full buildout with a total of 13 employees. Sewage from the

Peekskill Sanitary Sewer District is treated at the Peekskill Water Resource Recovery Facility (WRRF). Since the Peekskill WRRF has a design flow of 10 million gallons per day (MGD) and the present average flow is 6.1 MGD, the treatment plant, as well as the County trunk sewer, have sufficient capacity to accommodate the additional flow.

DSK/cnm

Att.

cc: Joan McDonald, Director of Operations
Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Tami Altschiller, Assistant Chief Deputy County Attorney
Blanca Lopez, Commissioner of Planning
Marian Pompa, Director of Wastewater Treatment, Dept. of Environmental Facilities
Steve Elie-Pierre, Director – Maintenance, Dept. of Environmental Facilities
Jeffrey Goldman, Senior Assistant County Attorney
Sean Curtin, Assistant County Attorney
Claudia Maxwell, Principal Environmental Planner

RESOLUTION

NUMBER 243-23

(RE: AUTHORIZE REQUEST TO HAVE A PARCEL LOCATED WITHIN THE TOWN REINSTATED INTO THE PEEKSKILL SANITARY SEWER DISTRICT AND FORWARD SAME TO WESTCHESTER COUNTY FOR CONSIDERATION)

WHEREAS, by letter dated June 22, 2023 from Mark Giordano, Owner of Section 24.10, Block 01, Lot 04 property described below was received by the Town Board of the Town of Cortlandt at the Town Board Meeting held July 26, 2023 for a parcel located at 44 Regina Avenue, Cortlandt Manor, New York 10567; and

WHEREAS, the owner(s) has requested the Town of Cortlandt petition the County of Westchester to have said property reinstated into the Peekskill Sanitary Sewer District; said property is designated as follows:

Section 24.10, Block 01, Lot 04
44 Regina Avenue
Cortlandt Manor, NY 10567

Owner(s): Mark Giordano

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Cortlandt, on behalf of the above-mentioned owner and contract vendee in the Town of Cortlandt, does hereby petition the County of Westchester to reinstate said parcel designated above into the Peekskill Sanitary Sewer District; and

BE IT FURTHER RESOLVED, the Town Clerk shall notify the Town's Receiver of Taxes and Town Assessor upon reinstatement of the parcel in the County and Town sewer districts.

**BY ORDER OF THE TOWN BOARD
OF THE TOWN OF CORTLANDT
LAROUÉ ROSE SHATZKIN
TOWN CLERK**

**Adopted July 26, 2023
At a Regular Meeting
Held at Town Hall**

Certified Copy
07/31/23 Date
YRKHOB
Town Clerk and Registrar

COUNTY OF WESTCHESTER

DEPARTMENT OF ENVIRONMENTAL FACILITIES

December 30, 2024

FEASIBILITY REPORT
IN THE MATTER OF

THE ENLARGEMENT FOR A CERTAIN PROPERTY

IN THE

PEEKSKILL SANITARY SEWER DISTRICT

TOWN OF CORTLANDT



Vincent F. Kopicki, P.E.
Commissioner
Environmental Facilities

The Town of Cortland has petitioned that one (1) property currently not included in the Peekskill Sanitary Sewer District be returned to the Peekskill Sanitary Sewer District. This parcel was removed from the County Sewer District in 1998 for the 1999 tax year.

A. The identification of the property not currently within the boundaries of the Peekskill Sanitary Sewer District and to be added is contained in the attached Resolution prepared by the Town Clerk, Town of Cortlandt. Said property is not currently in any County Sanitary Sewer District, and has never been in any County Sewer District in the past. The property is known as 44 Regina Avenue, designated as Section 24.10, Block 1, Lot 4.

B. EFFECT ON SEWER DISTRICT TAX RATE:

Full Equalized Valuations, which are assessed values adjusted for equalization rates, form the basis on which the sewer district tax levies are apportioned by the County Board of Legislators. The following are the full equalized valuations in the 2024 tax levy pertinent to the subject property:

Full Value of District

<u>CITIES/TOWNS</u>	<u>ASSESSED VALUE</u>	<u>EQ. PERCENT</u>	<u>FULL VALUE</u>
Cortlandt	\$ 14,893,985	1.22%	\$1,220,818,443
Peekskill	123,230,717	2.39	5,156,096,946
Somers	64,641,224	9.71	665,718,064
Yorktown	53,940,666	1.72	3,136,085,233
Total			\$10,178,718,686
(Town of Cortlandt) Total Value of the parcels to be added			+ <u>4,932,377</u>
Total Full Value of District as Amended:			\$10,183,651,063

* represents a 0.048% increase in the FEV of the District

C. The Surcharge Calculation for the property which is not now in a County Sewer District and is proposed for inclusion in the Peekskill Sanitary Sewer District is as follows:

If: e = added area's share in District equity or surcharge amount;

A = added area's f.e.v., 2024 Rolls

D = District f.e.v., 2024 rolls, before proposed additions

and E = District equity in existing facilities or the total of debt service and advances from district levies to pay the capital costs of those facilities, for the period 1999 through 2024.

Then:
$$e = \frac{A}{D+A} \times E$$

$$e = \frac{4,932,377}{10,178,718,686 + 4,932,377} \times 30,805,869$$

$$e = \frac{4,932,377}{10,183,651,063} \times 30,805,869$$

$$e = 0.000484 \times \$30,805,869$$

$$e = \$14,910.040 \text{ (rounded to } \$14,910.00)$$

and: in each of 10 annual installments, a total surcharge of \$1,491.00 is to be collected from the added property and credited to the remaining properties of all Municipalities in the District, in each of the ten years.

D. Summary and Recommendations.

The proposed Peekskill Sanitary Sewer District Addition is feasible because:

1. The matter was requested by the Town of Cortlandt.
2. The facilities necessary to connect the property to County facilities (i.e. Gravity Sewers) will be constructed at the total expense of the Town of Cortlandt.
3. Maintenance of the completed facilities will be the responsibility of the Town of Cortlandt but not the Peekskill Sanitary Sewer District.
4. The Peekskill Water Resource Recovery Facility has a design flow of 10 MGD and the present average daily flow is 6.1 MGD. The average daily flow the parcels will generate is 105 gallons per day. The Facility and the County Trunk Sewer have sufficient capacity to accommodate this property.
5. The subject expansion will not result in any significant effect on the tax structure of the district.
6. The Territory proposed to be added to the Peekskill Sanitary Sewer District is not now in any County Sewer District and will be required to pay a surcharge over a ten year period.

File Name: FEAS 44 Regina_Lot_4.docx

RESOLUTION NO. 2025 –

RESOLVED, that this Board hold a public hearing on the proposed modification to the Peekskill Sanitary Sewer District by the addition of one (1) parcel of property located in the Town of Cortlandt, more particularly described as 44 Regina Avenue, Sec. 24.10, Block 1, Lot 4, pursuant to Section 237.131 of the Laws of Westchester County. The public hearing will be held at _____ P.M. on the ____ day of _____, 2025 in the Chambers of the Board of Legislators, 8th Floor, Michaelian Office Building, White Plains, New York. The Clerk of the Board shall cause notice of the time and date of such hearing to be published at least once in one or more newspapers published in the County of Westchester and selected by the Clerk of the Board for that purpose in the manner and time required by law. Such Notice shall be substantially in the form attached hereto.

PUBLIC NOTICE

NOTICE OF HEARING: MODIFICATION TO THE PEEKSKILL SANITARY SEWER DISTRICT BY THE ADDITION OF ONE (1) PARCEL OF PROPERTY IN THE TOWN OF CORTLANDT; NOTICE IS HEREBY GIVEN THAT A PUBLIC HEARING WILL BE HELD BY THE BOARD OF LEGISLATORS OF WESTCHESTER COUNTY ON THE _____ DAY OF _____, 2025 AT _____ P.M. IN THE CHAMBERS OF THE WESTCHESTER COUNTY BOARD OF LEGISLATORS, 8TH FLOOR, 148 MARTINE AVENUE, WHITE PLAINS, NEW YORK FOR THE PURPOSE OF HEARING PERSONS OR PARTIES INTERESTED IN THE PROPOSED ADDITION TO THE PEEKSKILL SANITARY SEWER DISTRICT OF LAND IN THE TOWN OF CORTLANDT IN ACCORDANCE WITH THE FEASIBILITY REPORT OF THE COMMISSIONER OF ENVIRONMENTAL FACILITIES, DATED DECEMBER 30, 2024, OF THE PARCEL LISTED BELOW BY STREET ADDRESS AND TAX MAP DESIGNATION.

44 REGINA AVENUE, SEC. 24.10, BLOCK 1, LOT 4

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

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

Dated: _____, 2025
White Plains, New York

ACT NO. 2025 -

AN ACT to Modify the Peekskill Sanitary Sewer District by the Addition of one (1) Parcel of Property Located in the Town of Cortlandt.

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

Section 1. The following property known and designated as 44 Regina Avenue, Sec. 24.10, Block 1, Lot 4 (the "Parcel") on the assessment maps of the Town of Cortlandt (the "Town") is hereby added to the Peekskill Sanitary Sewer District (the "District").

§ 2. Pursuant to the provisions of Chapter 237 of the Laws of Westchester County, the Board levies and assesses against the Parcel the aggregate sum of Fourteen Thousand Nine Hundred Ten Dollars (\$14,910.00) which amount shall be payable in ten equal annual installments of One Thousand Four Hundred Ninety-One Dollars (\$1,491.00) and shall be credited to the remaining portion of the District.

§ 3. This Act and the District and assessment areas as so altered, changed, modified, reduced and/or enlarged hereby, shall become effective immediately and the assessment rolls filed after the next taxable status date shall show County sewer district assessments and taxes on the basis of such revised District, and taxes levied on such rolls shall be based thereon, but any sewer district tax or assessment levied on any valid assessment rolls in effect prior to the next taxable status date, on any parcel affected by the revisions made by this Act, shall continue valid as such or as a tax lien, until paid and the amount paid shall be credited to the sewer district in which such parcel was assessed on the role on which said tax is levied.

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

§ 5. This Act shall take effect immediately.



Kenneth W. Jenkins
Westchester County Executive

April 11, 2025

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

Dear Members of the Board of Legislators:

Transmitted herewith for your review and approval is an Act to amend the current-year capital budget ("Capital Budget Amendment"), as well as two bond acts ("Bond Acts"), of the County of Westchester ("County") as follows:

(1) the proposed Capital Budget Amendment will amend the County's current-year capital budget to increase the County share for Capital Project T0046 – Farebox Equipment ("T0046") by \$12,750,000 to \$16,250,000; and

(2) a bond act amending, in part, prior Bond Act No. 220-2021 to remove a \$3,500,000 authorization allocable to T0046, and decrease the estimated maximum amount of bonds authorized to \$10,426,000 ("Amending Bond Act"); and

(3) a bond act authorizing the issuance of bonds in the amount of \$16,250,000 to finance the cost of acquisition of a contactless reader fare collection system, as well as a separate box that will accept cash fares, including the installation of the necessary hardware and software on the buses and in the bus garages and associated work. This \$16,250,000 proposed Bond Act represents a \$12,750,000 increase to the amount previously authorized for T0046 and includes the \$3,500,000 previously authorized for T0046 by Bond Act 220-2021 ("Consolidated Bond Act").

The Amending Bond Act is required to remove the purchase of farebox equipment, ancillary equipment, design, installation and other related services related to T0046, so that those authorizations may be included in the Consolidated Bond Act for T0046.

The Department of Public Works and Transportation ("Department") has advised that the County has been an Affiliate Agency of the Metropolitan Transportation Authority ("MTA") since 2007, and has been using the MTA's MetroCard fare payment system for the Bee-Line Bus System. This direct integration and formal partnership has many advantages, highlighted by free and seamless transfers between Bee-Line and MTA's New York City Transit Subways and Buses, benefitting about 6 million passengers annually. MTA is now decommissioning MetroCard and replacing it with One Metro New York ("OMNY"), a new contactless fare payment system. In order for Bee-Line to remain fully integrated with the MTA's operations, the County will also be transitioning to the OMNY system. The current MetroCard farebox accepts both MetroCard swipes as well as coins. OMNY is a contactless reader only and will not accept cash. In addition to the new contactless OMNY system, the County will be installing a separate cash

farebox which will allow passengers to use either the OMNY reader or pay with cash. The requested funding is for the purchase and installation of both the OMNY reader and a cash farebox systems.

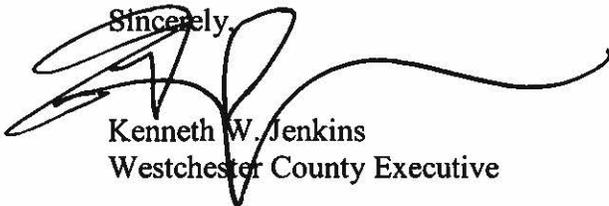
Following bonding authorization, the preparation of specifications will be scheduled and is anticipated to take two months to complete and will be completed by consultants. It is estimated that the production and delivery of the new equipment will take six months to complete.

It should be noted that your Honorable Board has previously authorized the County to issue bonds to finance T0046 as indicated in the annexed fact sheet.

As your Honorable Board may know, Section 167.131 of the Laws of Westchester County mandates that a capital budget amendment that introduces a new capital project or changes the location, size or character of an existing capital project be accompanied to the Board of Legislators by a report of the Westchester County Planning Board (the "Planning Board") with respect to the physical planning aspects of the project. The Planning Department has advised that the Planning Board has previously reviewed T0046 and issued a report, and that since there is no change in the scope of the work and this is simply a change in the financing plan, no further action by the Planning Board is necessary at this time.

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Kenneth W. Jenkins', with a long, sweeping horizontal flourish extending to the right.

Kenneth W. Jenkins
Westchester County Executive

Attachments

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

Your Committee is in receipt of a transmittal from the County Executive recommending approval by the County of Westchester (“County”) of the following Acts in connection Capital Project T0046 – Farebox Equipment (“T0046”):

(1) an Act which, if adopted, would authorize the County of Westchester (“County”) to amend its current year Capital Budget (“Capital Budget Amendment”);

(2) a bond act amending, in part, prior Bond Act No. 220-2021 to remove a \$3,500,000 authorization allocable to T0046, and decrease the estimated maximum amount of bonds authorized to \$10,426,000 (“Amending Bond Act”); and

(3) a bond act authorizing the issuance of bonds in the amount of \$16,250,000 to finance the cost of acquisition of a contactless reader fare collection system, as well as a separate box that will accept cash fares, including the installation of the necessary hardware and software on the buses and in the bus garages and associated work. This \$16,250,000 proposed Bond Act represents a \$12,750,000 increase to the amount previously authorized for T0046 and includes the \$3,500,000 previously authorized for T0046 by Bond Act 220-2021 (“Consolidated Bond Act”).

Your Committee is advised that the proposed Capital Budget Amendment will amend the County’s current-year capital budget to increase the County share for T0046 by \$12,750,000 to \$16,250,000.

The Amending Bond Act, which was prepared by the law firm Harris Beach, is required to remove the purchase of farebox equipment, ancillary equipment, design, installation and other related services related to T0046 so that those authorizations may be included in the Consolidated Bond Act for T0046.

This \$16,250,000 Consolidated Bond Act and represents a \$12,750,000 increase to the amount previously authorized for T0046 and includes the \$3,500,000 previously authorized for T0046 by Bond Act 220-2021. The Consolidated bond act authorizes the issuance of bonds to finance the cost of acquisition of a contactless reader fare collection system, as well as a separate box that will accept cash fares, including the installation of the necessary hardware and software on the buses and in the bus garages along with associated work, in connection with T0046.

The Department of Public Works and Transportation (“Department”) has advised that the County has been an Affiliate Agency of the Metropolitan Transportation Authority (“MTA”) since 2007, and has been using the MTA’s MetroCard fare payment system for the Bee-Line Bus System. This direct integration and formal partnership has many advantages, highlighted by free and seamless transfers between Bee-Line and MTA’s New York City Transit Subways and Buses, benefitting about 6 million passengers annually. MTA is now decommissioning MetroCard and replacing it with One Metro New York (“OMNY”), a new contactless fare payment system. In order for Bee-Line to remain fully integrated with the MTA’s operations, the County will also be transitioning to the OMNY system. The current MetroCard farebox accepts both MetroCard swipes as well as coins. OMNY is a contactless reader only and will not accept cash. In addition to the new contactless OMNY system, the County will be installing a separate cash farebox which will allow passengers to use either the OMNY reader or pay with cash. The requested funding is for the purchase and installation of both the OMNY reader and a cash farebox systems.

Following bonding authorization, the preparation of specifications will be scheduled and is anticipated to take two months to complete and will be completed by consultants. It is estimated that the production and delivery of the new equipment will take six months to complete.

It should be noted that your Honorable Board has previously authorized the County to issue bonds to finance T0046 as indicated in the annexed fact sheet.

The Department of Planning has advised your Committee that based on its review, T0046 may be classified as a Type “II” action pursuant to the State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617 (“SEQR”). Therefore, no environmental review is required. Your Committee has reviewed the annexed SEQR documentation and concurs with this recommendation.

Additionally, as your Honorable Board may know, Section 167.131 of the Laws of Westchester County mandates that a capital budget amendment that introduces a new capital project or changes the location, size or character of an existing capital project be accompanied to the Board of Legislators by a report of the Westchester County Planning Board (the “Planning Board”) with respect to the physical planning aspects of the project. The Planning Department has advised that the Planning Board has previously reviewed T0046 and issued a report, and that since there is no change in the scope of the work

and this is simply a change in the financing plan, no further action by the Planning Board is necessary at this time.

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

It should be further noted that an affirmative vote of two-thirds of the members of your Honorable Board is required in order to amend the County's Capital Budget and to adopt the Amending Bond Act and Consolidated Bond Act.

Dated: _____, 20____.
White Plains, New York

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: March 25, 2025

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT:
T0046 FAREBOX EQUIPMENT**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on 3-18-2025 (Unique ID: 2867)

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

- **617.5(c)(2):** replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building, energy, or fire codes unless such action meets or exceeds any of the thresholds in section 617.4 of this Part; and
 - **617.5(c)(31):** purchase or sale of furnishings, equipment or supplies, including surplus government property, other than the following: land, radioactive material, pesticides, herbicides, or other hazardous materials.
-

COMMENTS: None.

DSK/oav

cc: Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Lawrence Soule, Budget Director
Tami Altschiller, Assistant Chief Deputy County Attorney
Dianne Vanadia, Associate Budget Director
Gayle Katzman, First Deputy Commissioner, Department of Public Works & Transportation
Robert Abbamont, Director of Operations, Department of Public Works & Transportation
Susan Darling, Chief Planner
Michael Lipkin, Associate Planner
Claudia Maxwell, Principal Environmental Planner



Memorandum

Department of Planning

432 Michaelian Office Building
White Plains, NY 10601

To: The Westchester County Planning Board

From: Susan Darling, Chief Planner

Date: March 27, 2025

RE: **NO-ACTION MEMO - Capital Budget Amendment – T0046 Farebox Equipment (2025 CBA)**

The County Executive is requesting an amendment to the 2025 Capital Budget to modify the funding of capital project **T0046 Farebox Equipment (2025 CBA)**. Funding for this project will increase by approximately \$12.75 million. The prior appropriation made in 2022 was \$3.5 million, bringing the total project cost to \$16.25 million.

Since 2007, Westchester County has been an Affiliate Agency of the Metropolitan Transportation Authority (MTA) and has been using the MTA's MetroCard fare payment system for the Bee-Line Bus System. As the MTA is now replacing MetroCard with OMNY, a new contactless fare payment system, the Bee-Line will now need to take the necessary steps to become fully integrated with the MTA's operations and offer uninterrupted free transfers between systems.

The increase in funding is needed to contract with Cubic Transportation System, the MTA's vendor that developed OMNY, and purchase modems to integrate OMNY with the current Bee-Line Bus Fleet of 78, and to cover onboarding expenses that must be paid which are integral to the integration of the Bee-Line system with the OMNY hardware. The project also will include procurement of separate cash fareboxes in order to keep a cash fare payment option.

This project was classified as a PL1 in the Planning Board Report for the 2022 Capital Budget adopted July 6, 2021. A PL1 project is a project that has been determined to have no substantial physical planning aspects of concern to the Planning Board. There are no substantial changes to the physical planning aspects of this project as reviewed by the Board; therefore, no further action by your Board is necessary.

cc: Blanca P. López, Commissioner of Planning
Hugh Greechan, Commissioner of Public Works and Transportation
David S. Kvinge, Assistant Commissioner
Michael Lipkin, Associate Planner

2022 Capital Project Requests

Adopted

**Report of the
Westchester County Planning Board**

July 6, 2021

George Latimer
County Executive

Richard Hyman
Chair
Westchester County Planning Board

TRANSPORTATION

There are 8 projects in this Department with a rating of PL1.

T001U Replacement of Thirty-Foot Buses
\$11,237,000

PL1 - This project will fund the procurement of up to 17 electric and/or hybrid diesel-electric buses to replace 17 Orion thirty-foot buses that were built in 2005.

T001Y Replace Orion V 40-foot Coach Buses
\$17,000,000

PL1 - This project will fund the procurement of up to (27) forty-foot buses to replace (27) 2008 Orion V forty-foot coach buses. The project also includes appropriation for the procurement of related services, associated equipment and parts.

T001Z Replace 95 NABI 40-Foot Hybrid Buses
\$350,000

PL1 - This project will fund the procurement of up to (95) forty-foot buses to replace (95) 2009 NABI forty-foot hybrid buses.

T0046 Farebox Equipment
\$3,500,000

PL1 - This project will modify the existing fare collection equipment on the entire Bee-Line fleet (excluding Paratransit) in order to be consistent with the new MTA fare system (OMNY).

T0047 Replacement of HVAC System at Cerrato Maintenance Facility
\$250,000

PL1 - This project involves complete replacement of the Heating Ventilating and Air Conditioning (HVAC) system at the Cerrato Maintenance Facility at the Valhalla Campus.

T0068 Central Maintenance Facility - Infrastructure Improvements, Yonkers (2019-2023)
\$3,000,000

PL1 - This project will fund infrastructure improvements at the Bee-Line Central Maintenance Facility (CMF) in Yonkers. Included in the 2022 funding is 1) replacement of HVAC systems in the penthouse, mezzanine, computer room, money room, farebox room and cleanerslounge; 2) replace the backflow prevention device associated with the main water pipe serving the facility; 3) replacement of the fuel dispensing equipment, software and VDM replacement.

An Act amending the 2025 County
 Capital Budget Appropriations for
 Capital Project T0046 FAREBOX
 EQUIPMENT

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	\$3,500,000	\$12,750,000	\$16,250,000

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	\$3,500,000	\$12,750,000	\$16,250,000
Non County Shares	\$0		\$0
Cash	\$0		\$0
Total	\$3,500,000	\$12,750,000	\$16,250,000

Section 3. The ACT shall take effect immediately.

REFERENCE BES23
BLR2E
B077E
BPF39
T009G
T034A
T0069
T0056

ACT NO. -20__

BOND ACT OF THE COUNTY OF WESTCHESTER, NEW YORK, AMENDING THE BOND ACT ADOPTED DECEMBER 7, 2021 IN RELATION TO THE ACQUISITION OF VARIOUS EQUIPMENT AND CONSTRUCTION OF VARIOUS IMPROVEMENTS IN AND FOR THE COUNTY AT THE TOTAL ESTIMATED COST OF \$10,426,000. (Adopted , 20__).

WHEREAS, this Board has heretofore duly authorized the issuance of bonds to finance the cost of the acquisition of various equipment and construction of various improvements in and for the County, to wit: the acquisition of a ladder truck for the Department of Emergency Services, the purchase equipment such as: Total Kjeiden Nitrogen Distiller, High temp Waterbath, Solid Phase Extraction Conc; NIST Traceable Libraries Agilent, Centrifuge, Agilent Flame Ionization Detector, Polar Light Microscope, various mass spectrometers, and other laboratory equipment as required for the Department of Labs and Research, the design, construction and construction management associated with the replacement of existing windows, doors, storefronts and related work at the Mount Kisco district office for the Department of Public Works, the purchase and installation of electric vehicle (EV) charging stations and associated infrastructure at various County locations for the Department of Public Works, the purchase of replacement vehicles, associated equipment and related services for the Department of Transportation, the construction of improvements at the Cerrato bus facility in Valhalla including a new radiant heat

system in the bus maintenance area, replacement of the air compressor system and replacement of underground fuel storage tanks for the Department of Transportation, the purchase of farebox equipment, ancillary equipment, design, installation and other related services for the Department of Transportation, the replacement of fuel dispensing equipment for the Department of Transportation, and construction of physical improvements related to bus stops, new bus shelters, bus shelters, signage, design services and other related services for the Department of Transportation, at the estimated maximum cost of \$13,926,000, pursuant to Act No. 220-2021 duly adopted on December 7, 2021, and

WHEREAS, this Board has determined to revise the scope of work of said Bond Act, and remove the \$3,500,000 authorization for project T0046, and

WHEREAS, it has now been determined that such bond act shall be amended to revise said scope of work and decrease the amount of bonds authorized; now, therefore,

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

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

“(BOND) ACT NO. 220-2021

BOND ACT AUTHORIZING THE ISSUANCE OF \$13,926,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE ACQUISITION OF VARIOUS EQUIPMENT AND CONSTRUCTION OF VARIOUS IMPROVEMENTS IN AND FOR THE COUNTY; STATING THE ESTIMATED

TOTAL COST THEREOF IS \$13,926,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$13,926,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS.”

is hereby amended to read as follows:

BOND ACT AUTHORIZING THE ISSUANCE OF \$10,426,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE ACQUISITION OF VARIOUS EQUIPMENT AND CONSTRUCTION OF VARIOUS IMPROVEMENTS IN AND FOR THE COUNTY; STATING THE ESTIMATED TOTAL COST THEREOF IS \$10,426,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$10,426,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS.

(adopted on December 7, 2021 and amended on _____, 20__)

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

Section 1. Pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the “Law”), the Westchester County Administrative Code, being Chapter 852 of the Laws of 1948, as amended, and to the provisions of other laws applicable thereto, \$10,426,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the cost of the acquisition of various equipment and construction of various improvements in and for the County, to wit: the acquisition of a ladder truck for the Department of Emergency Services, the purchase equipment

HDW
3972002.1 048034 LEG

such as: Total Kjeldahl Nitrogen Distiller, High temp Waterbath, Solid Phase Extraction Conc; NIST Traceable Libraries Agilent, Centrifuge, Agilent Flame Ionization Detector, Polar Light Microscope, various mass spectrometers, and other laboratory equipment as required for the Department of Labs and Research, the design, construction and construction management associated with the replacement of existing windows, doors, storefronts and related work at the Mount Kisco district office for the Department of Public Works, the purchase and installation of electric vehicle (EV) charging stations and associated infrastructure at various County locations for the Department of Public Works, the purchase of replacement vehicles, associated equipment and related services for the Department of Transportation, the construction of improvements at the Cerrato bus facility in Valhalla including a new radiant heat system in the bus maintenance area, replacement of the air compressor system and replacement of underground fuel storage tanks for the Department of Transportation, ancillary equipment, design, installation and other related services for the Department of Transportation, the replacement of fuel dispensing equipment for the Department of Transportation, and construction of physical improvements related to bus stops, new bus shelters, bus shelters, signage, design services and other related services for the Department of Transportation; all as set forth in the County's Current Year Capital Budget, as amended. To the extent that the details set forth in this act are inconsistent with any details set forth in the Current Year Capital Budget of the County, such Budget shall be deemed and is hereby amended. The estimated total cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof is \$10,426,000. The plan of financing includes the issuance of \$10,426,000 bonds herein authorized, and any bond anticipation notes issued in anticipation of the sale of such bonds, and the levy of a tax to pay the principal of and interest on said bonds.

Section 2. The period of probable usefulness of the class of objects or purposes for which said \$10,426,000 bonds authorized by this Act are to be issued, within the limitations of Section 11.00 a.89 of the Law, is five (5) years;

Section 3. Current funds are not required to be provided as a down payment pursuant to Section 107.00 d. 9. of the Law prior to issuance of the bonds authorized herein, or any bond anticipation notes issued in anticipation of the sale of such bonds. The County intends to finance, on an interim basis, the costs or a portion of the costs of said improvements for which bonds are herein authorized, which costs are reasonably expected to be reimbursed with the proceeds of debt to be incurred by the County, pursuant to this Act, in the total amount of \$10,426,000. 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 \$10,426,000 as the estimated total cost of the aforesaid class of objects or purposes is hereby approved.

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

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

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

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

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

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

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

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

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

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

* * *

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: T0046

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

Reduce BA 220-2021 by \$3,500,000 to a new total \$10,426,000

SECTION B - BONDING AUTHORIZATIONS

To Be Completed by Finance

Total Principal \$ 10,426,000 PPU 5 Anticipated Interest Rate 3.12%

Anticipated Annual Cost (Principal and Interest): \$ 2,286,550

Total Debt Service (Annual Cost x Term): \$ 11,432,750

Finance Department: Interest rates from April 9, 2025 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: 113

Prepared by: Michael Swee

Title: Director of Surface Transportation

Department: Public Works & Transportation

Date: 4/11/25

Reviewed By: 

*dw 4/11/25
ar*

Budget Director

Date: 4/14/25

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

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

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

(SEAL)

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

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

ACT NO. _____-20__

BOND ACT AUTHORIZING THE ISSUANCE OF \$10,426,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE ACQUISITION OF VARIOUS EQUIPMENT AND CONSTRUCTION OF VARIOUS IMPROVEMENTS IN AND FOR THE COUNTY; STATING THE ESTIMATED TOTAL COST THEREOF IS \$10,426,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$10,426,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (adopted on December 7, 2021 and amended on _____, 20__)

object or purpose: to finance the cost of the acquisition of various equipment and the construction of various improvements in and for the County; 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: \$10,426,000; five (5) 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

ACT NO. -20__

BOND ACT AUTHORIZING THE ISSUANCE OF \$16,250,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE ACQUISITION OF A CONTACTLESS READER FARE COLLECTION SYSTEM; STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$16,250,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$16,250,000 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, \$16,250,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the cost of the acquisition of a contactless reader fare collection system, as well as a separate box that will accept cash fares, including the installation of the necessary hardware and software on the buses and in the bus garages along with associated work, 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 \$16,250,000. The plan of financing includes the issuance of \$16,250,000 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. 32 of the Law, is five (5) years.

Section 3. Current funds are not required to be provided as a down payment pursuant to Section 107.00 d. 9. of the Law prior to issuance of the bonds authorized herein, or any bond anticipation notes issued in anticipation of the sale of such bonds. The County intends to finance, on an interim basis, the costs or a portion of the costs of said improvements for which bonds are herein authorized, which costs are reasonably expected to be reimbursed with the proceeds of debt to be incurred by the County, pursuant to this Act, in the maximum amount of \$16,250,000. This Act is a declaration of official intent adopted pursuant to the requirements of Treasury Regulation Section 1.150-2.

Section 4. The estimate of \$16,250,000 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.

* * *

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: T0046

NO FISCAL IMPACT PROJECTED

SECTION A - CAPITAL BUDGET IMPACT

To Be Completed by Budget

GENERAL FUND

AIRPORT FUND

SPECIAL DISTRICTS FUND

Source of County Funds (check one):

Current Appropriations

Capital Budget Amendment

SECTION B - BONDING AUTHORIZATIONS

To Be Completed by Finance

Total Principal \$ 16,250,000 PPU 5 Anticipated Interest Rate 3.12%

Anticipated Annual Cost (Principal and Interest): \$ 3,563,825

Total Debt Service (Annual Cost x Term): \$ 17,819,125

Finance Department: Interest rates from April 9, 2025 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

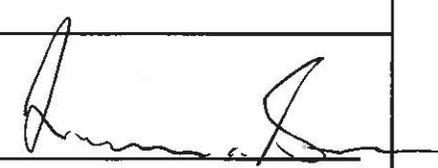
Number of Full Time Equivalent (FTE) Jobs Funded: 176

Prepared by: Michael Swee

Title: Director of Surface Transportation

Department: Public Works and Transportation

Date: 4/11/25

Reviewed By: 

*du 4/11/25
CR*

Budget Director

Date: 4/14/25

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 \$16,250,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE ACQUISITION OF A CONTACTLESS READER FARE COLLECTION SYSTEM; STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$16,250,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$16,250,000 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 acquisition of a contactless reader fare collection system, as well as a separate box that will accept cash fares, including the installation of the necessary hardware and software on the buses and in the bus garages along with associated work, all as set forth in the County's Current Year Capital Budget, as amended.

amount of obligations to be issued:

and period of probable usefulness: \$16,250,000; five (5) 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



CAPITAL PROJECT FACT SHEET

Project ID:* T0046	<input checked="" type="checkbox"/> CBA	Fact Sheet Date:* 03-03-2025
Fact Sheet Year:* 2025	Project Title:* FAREBOX EQUIPMENT	Legislative District ID: ALL
Category* TRANSPORTATION	Department:* AIRPORT/DOT	CP Unique ID: 2867

Overall Project Description

This project will replace the existing MetroCard fare collection equipment on the entire Bee-Line fleet (excluding Paratransit) in order to be consistent with the new MTA fare system - One Metro New York (OMNY). The technology to be used will include a contactless reader based system. A separate cash farebox system and associated equipment will also be installed on the Bee-Line fleet.

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

FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2025	2026	2027	2028	2029	Under Review
Gross	16,250	3,500	0	0	0	0	0	12,750
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	16,250	3,500	0	0	0	0	0	12,750

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

Current Bond Description: Purchase and installation of the OMNY fare collection contactless reader system as well as a separate fare box that will accept cash fares. The project will include installation of the necessary hardware/software on the buses and in the bus garages along with associated work.

Financing Plan for Current Request:

Non-County Shares:	\$ 0
Bonds/Notes:	12,750,000
Cash:	0
Total:	\$ 12,750,000

SEQR Classification:

TYPE II

Amount Requested:

12,750,000

Expected Design Work Provider:

- County Staff Consultant Not Applicable

Comments:

Energy Efficiencies:

Appropriation History:

Year	Amount	Description
2022	3,500,000	FUNDS THIS PROJECT

Total Appropriation History:

3,500,000

Financing History:

Year	Bond Act #	Amount	Issued	Description
21	220	3,500,000		0 FAREBOX EQUIPMENT

Total Financing History:

3,500,000

Recommended By:

Department of Planning
MLLL

Date
03-18-2025

Department of Public Works
RJB4

Date
03-18-2025

Budget Department
DEV9

Date
03-18-2025

Requesting Department
MAS9

Date
03-18-2025

FAREBOX EQUIPMENT (T0046)

User Department : Airport/DOT
Managing Department(s) : Airport/DOT ; Public Works ;
Estimated Completion Date: TBD

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

FIVE YEAR CAPITAL PROGRAM (in thousands)

	Est Ult Cost	Appropriated	Exp / Obl	2025	2026	2027	2028	2029	Under Review
Gross	3,500	3,500							
Non County Share									
Total	3,500	3,500							

Project Description

This project will modify the existing fare collection equipment on the entire Bee-Line fleet (excluding Paratransit) in order to be consistent with the new MTA fare system - One Metro New York (OMNY). The technology to be used will include a contactless system.

Current Year Description

There is no current year request.

Impact on Operating Budget

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

Appropriation History

Year	Amount	Description	Status
2022	3,500,000	Funds this project	PENDING
Total	3,500,000		

Prior Appropriations

	Appropriated	Collected	Uncollected
Bond Proceeds	3,500,000		3,500,000
Total	3,500,000		3,500,000

Bonds Authorized

Bond Act	Amount	Date Sold	Amount Sold	Balance
220 21	3,500,000			3,500,000
Total	3,500,000			3,500,000