

Parks & Recreation Meeting Agenda



Committee Chair: David Tubiolo

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

Monday, July 24, 2023

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.

Joint with Budget & Appropriations and Public Works & Transportation

MINUTES APPROVAL

July 10, 2023 at 10 AM Minutes

July 11, 2023 at 11 AM Minutes

I. ITEMS FOR DISCUSSION

I. [2023-279](#) **BOND ACT-RML01-Mountain Lakes Park Infrastructure Project**

A BOND ACT authorizing the issuance of ONE MILLION, FOUR HUNDRED THOUSAND (\$1,400,000) DOLLARS in bonds of Westchester County to finance Capital Project RML01 - Mountain Lakes Park Infrastructure Project.

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

Guest: Westchester County Parks Department: First Deputy Commissioner Peter Tartaglia

[2023-312](#) **ACT-Jay Property Cooperative Agreement Renewal**

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

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

Guest: Westchester County Parks Department: First Deputy Commissioner Peter Tartaglia

II. OTHER BUSINESS

III. RECEIVE & FILE

ADJOURNMENT



George Latimer
County Executive

June 23, 2023

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 bond act (“Bond Act”) which, if adopted, would authorize the County of Westchester (“County”) to issue bonds in the amount of \$1,400,000.00 to finance the following capital project:

RML01 – MOUNTAIN LAKES PARK INFRASTRUCTURE PROJECT (“RML01”).

The Bond Act, in the amount of \$1,400,000.00 would finance the design, construction management and construction associated with the replacement of the roof and other building renovations and associated work to the dining hall at Camp Hemlock.

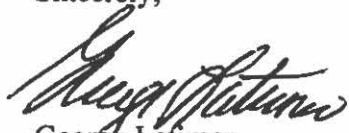
The Department of Parks, Recreation and Conservation (“Department”) has advised that the dining hall building roof at Camp Hemlock is in poor condition and in need of replacement. The existing roof shingles have exceeded their life expectancy and a portions of the roof decking and eaves are showing severe deterioration. This project will fund the complete roof replacement and underlayment including roof decking repairs, eaves, gutters and downspouts and all other associated building renovations and site work. The Department has advised that this infrastructure repair is critical to the safe operation of the park facility.

Following bonding authorization, design will be scheduled and is anticipated to take six (6) months to complete. It is anticipated that the design work will be completed by consultants. It is estimated that construction will take twelve (12) months to complete and will begin after award and execution of the construction contracts.

The Planning Department has advised that based on its review, the above referenced capital project has been classified as a “Type II” action pursuant to the State Environmental Quality Review Act (“SEQR”) and its implementing regulations, 6 NYCRR Part 617. Therefore, no further environmental review is required. As you know, your Honorable Board may use such expert advice to reach its own conclusion.

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

Sincerely,

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

George LaFimer
County Executive

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

Your Committee is in receipt of a transmittal from the County Executive recommending approval by the County of Westchester (“County”) of a bond act (“Bond Act”) in the amount of \$1,400,000.00 to finance capital project RML01 – MOUNTAIN LAKES PARK INFRASTRUCTURE PROJECT (“RML01”). The Bond Act, which was prepared by the law firm Hawkins, Delafield & Wood LLP, will finance the design, construction management and construction associated with the replacement of the roof and other building renovations and associated work to the dining hall at Camp Hemlock.

The Department of Parks, Recreation and Conservation (“Department”) has advised that the dining hall building roof at Camp Hemlock is in poor condition and in need of replacement. The existing roof shingles have exceeded their life expectancy and a portions of the roof decking and eaves are showing severe deterioration. This project will fund the complete roof replacement and underlayment including roof decking repairs, eaves, gutters and downspouts and all other associated building renovations and site work. The Department has advised that this infrastructure repair is critical to the safe operation of the park facility.

Following bonding authorization, design will be scheduled and is anticipated to take six (6) months to complete. It is anticipated that the design work will be completed by consultants. It is estimated that construction will take twelve (12) months to complete and will begin after award and execution of the construction contracts.

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

It should be noted that an affirmative vote of two-thirds of the members of your Honorable Board is required in order to adopt the Bond Act. Your Committee recommends the adoption of the proposed Bond Act.

Dated: _____, 20____
White Plains, New York

COMMITTEE ON

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: RML01

NO FISCAL IMPACT PROJECTED

SECTION A - CAPITAL BUDGET IMPACT

To Be Completed by Budget

GENERAL FUND

AIRPORT FUND

SPECIAL DISTRICTS FUND

Source of County Funds (check one):

Current Appropriations

Capital Budget Amendment

SECTION B - BONDING AUTHORIZATIONS

To Be Completed by Finance

Total Principal \$ 1,400,000 PPU 10 Anticipated Interest Rate 2.74%

Anticipated Annual Cost (Principal and Interest): \$ 162,961

Total Debt Service (Annual Cost x Term): \$ 1,629,610

Finance Department: Interest rates from June 22, 2023 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: 16

SECTION E - EXPECTED DESIGN WORK PROVIDER

County Staff

Consultant

Not Applicable

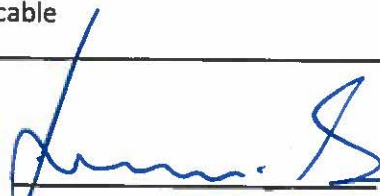
Prepared by: Robert C. Lopane

Title: Program Coordinator-Capital Planning

Department: Public Works and Transportation

Date: 6/23/23

Reviewed By:



Budget Director

Date:

6/23/23

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: June 8, 2023

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT:
RML01 MOUNTAIN LAKES PARK INFRASTRUCTURE PROJECT**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on 05-17-23 (Unique ID: 2216)

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

- **617.5(c)(2):** replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building, energy, or fire codes unless such action meets or exceeds any of the thresholds in section 617.4 of this Part;
- **617.5(c)(3):** retrofit of an existing structure and its appurtenant areas to incorporate green infrastructure.

COMMENTS: Best management practices will be incorporated into the design, including the utilization of at grade vegetative practices for the collection of storm water from the roof and leader drains in connection with the Mess Hall building renovation.

DSK/cnm

cc: Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Lawrence Soule, Budget Director
Tami Altschiller, Assistant Chief Deputy County Attorney
Kathleen O'Connor, Commissioner of Parks, Recreation and Conservation
Peter Tartaglia, First Deputy Commissioner of Parks, Recreation and Conservation
Robert Lopane, Program Coordinator, Department of Public Works & Transportation
Dianne Vanadia, Associate Budget Director
Kelly Sheehan, Assistant Commissioner
Michael Lipkin, Associate Planner
Claudia Maxwell, Associate Environmental Planner

ACT NO. -20____

BOND ACT AUTHORIZING THE ISSUANCE OF \$1,400,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE REPLACEMENT OF THE ROOF AND OTHER BUILDING RENOVATIONS AND RELATED SITE WORK TO THE DINING HALL OF CAMP HEMLOCK, LOCATED AT MOUNTAIN LAKES PARK, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$1,400,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$1,400,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted _____, 20____)

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

Section 1. Pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the "Law"), the Westchester County Administrative Code, being Chapter 852 of the Laws of 1948, as amended, and to the provisions of other laws applicable thereto, \$1,400,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the design, construction management and construction associated with the replacement of the roof and other building renovations and associated site work to the dining hall at Camp Hemlock, as set forth in the County's Current Year Capital Budget, as amended. To the extent that the details set forth in this act are inconsistent with any details set forth in the Current Year Capital Budget of the County, such Budget shall be deemed and is hereby amended. The estimated maximum cost of said specific

object or purpose, including preliminary costs and costs incidental thereto and the financing thereof is \$1,400,000. The plan of financing includes the issuance of \$1,400,000 bonds herein authorized and any bond anticipation notes issued in anticipation of the sale of such bonds, the levy of a tax to pay the principal of and interest on said bonds and notes.

Section 2. The period of probable usefulness of said specific object or purpose, within the limitations of Section 11.00 a. 12(a)(3) of the Law, is ten (10) years.

Section 3. Current funds are not required to be provided as a down payment pursuant to Section 107.00 d. 9. of the Law prior to issuance of the bonds authorized herein, or any bond anticipation notes issued in anticipation of the sale of such bonds. The County intends to finance, on an interim basis, the costs or a portion of the costs of said improvements for which bonds are herein authorized, which costs are reasonably expected to be reimbursed with the proceeds of debt to be incurred by the County, pursuant to this Act, in the maximum amount of \$1,400,000. This Act is a declaration of official intent adopted pursuant to the requirements of Treasury Regulation Section 1.150-2.

Section 4. The estimate of \$1,400,000 as the estimated total cost of the aforesaid specific object or purpose is hereby approved.

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

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

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

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

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

(b) the provisions of law which should be complied with at the date of the publication of this Act or a summary hereof, are not substantially complied with, and an action, suit or proceeding contesting such validity, is commenced within twenty days after the date of such publication, or

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

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

* * *

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

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

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

(SEAL)

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

LEGAL NOTICE

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

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

ACT NO. _____-20__

BOND ACT AUTHORIZING THE ISSUANCE OF \$1,400,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE REPLACEMENT OF THE ROOF AND OTHER BUILDING RENOVATIONS AND RELATED SITE WORK TO THE DINING HALL OF CAMP HEMLOCK, LOCATED AT MOUNTAIN LAKES PARK, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$1,400,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$1,400,000 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 design, construction management and construction associated with the replacement of the roof and other building renovations and associated site work to the dining hall at Camp Hemlock, as set forth in the County's Current Year Capital Budget, as amended.

amount of obligations to be issued and period of probable usefulness: \$1,400,000; ten (10) years

Dated: _____, 20__
White Plains, New York

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



CAPITAL PROJECT FACT SHEET

Project ID:* RML01	<input type="checkbox"/> CBA	Fact Sheet Date:* 04-27-2023
Fact Sheet Year:* 2023	Project Title:* MOUNTAIN LAKES PARK INFRASTRUCTURE PROJECT	Legislative District ID: 2.
Category* RECREATION FACILITIES	Department:* PARKS, RECREATION & CONSERVATION	CP Unique ID: 2216

Overall Project Description

The project scope of work consists of implementing the master plan for the park. The goal is to adapt the existing camp facilities into a series of new camp areas, reserved areas, and group picnic and overnight camping areas.

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

FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2023	2024	2025	2026	2027	Under Review
Gross	10,115	9,315	800	0	0	0	0	0
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	10,115	9,315	800	0	0	0	0	0

Expended/Obligated Amount (in thousands) as of: 343

Current Bond Description: Funding is requested for design, construction management and construction associated with the replacement of the roof and other building renovations and associated site work to the dining hall at Camp Hemlock.

Financing Plan for Current Request:

Non-County Shares:	\$ 0
Bonds/Notes:	1,400,000
Cash:	0
Total:	\$ 1,400,000

SEQR Classification:

TYPE II

Amount Requested:

1,400,000

Comments:

Energy Efficiencies:

Appropriation History:

Year	Amount	Description
2002	100,000	DESIGN & CONSTRUCTION MANAGEMENT OF POTABLE WATER SYSTEM
2003	615,000	CONSTRUCTION OF POTABLE WATER SYSTEM; EMERGENCY REPAIRS TO ELECTRICAL SERVICE
2012	400,000	DESIGN OF NEW ELECTRIC, WATER, AND SANITARY SERVICE
2015	2,800,000	CONSTRUCTION OF ELECTRICAL WORK
2017	2,000,000	DESIGN AND CONSTRUCTION.
2018	2,800,000	CONSTRUCTION.
2019	300,000	DESIGN, CONSTRUCTION AND CONSTRUCTION MANAGEMENT FOR ROOF REPLACEMENT ON CAMP HEMLOCK
2020	300,000	ROOF REPLACEMENT AT CAMP HEMLOCK
2023	800,000	REPAIR OF THE DINING HALL ROOF AT CAMP HEMLOCK IN MOUNTAIN LAKES PARK.

Total Appropriation History:

10,115,000

Financing History:

Year	Bond Act #	Amount	Issued	Description
02	E-132	-30,000	0	
02	132	100,000	70,252	PRELIMS: IMPROVMTS TO MOUNTAIN LAKE PARK
11	E-92	-399,083	0	
11	92	700,000	300,917	EMERGENCY ELECTRIC & POOL REHAB

Total Financing History:

370,917

Recommended By:

Department of Planning
MLLL

Date
05-17-2023

Department of Public Works
RJB4

Date
05-17-2023

Budget Department
DEV9

Date
05-22-2023

Requesting Department
RCL3

Date
06-01-2023

MOUNTAIN LAKES PARK INFRASTRUCTURE PROJECT (RML01)

User Department : Parks, Recreation & Conservation
Managing Department(s) : Parks, Recreation & Conservation ; Public Works ;
Estimated Completion Date: TBD
Planning Board Recommendation: Project approved in concept but subject to subsequent staff review.

FIVE YEAR CAPITAL PROGRAM (In thousands)

	Est Ult Cost	Appropriated	Exp / Obl	2023	2024	2025	2026	2027	Under Review
Gross	10,115	9,315	343	800					
Non County Share									
Total	10,115	9,315	343	800					

Project Description

The project scope of work consists of implementing the master plan for the park. The goal is to adapt the existing camp facilities into a series of new camp areas, reserved areas, and group picnic and overnight camping areas.

Current Year Description

The current year request funds the repair of the dining hall roof at Camp Hemlock in Mountain Lakes Park.

Current Year Financing Plan

Year	Bonds	Cash	Non County Shares	Total
2023	800,000			800,000

Impact on Operating Budget

The impact on the Operating Budget will be the debt service associated with the issuance of debt.

Appropriation History

Year	Amount	Description	Status
2002	100,000	Design & construction management of potable water system	COMPLETE
2003	615,000	Construction of potable water system; Emergency repairs to electrical service	\$315,000 - potable water - AWAITING BOND AUTHORIZATION; \$300,000 - electrical work - COMPLETE
2012	400,000	Design of new electric, water, and sanitary service	DESIGN
2015	2,800,000	Construction of electrical work	AWAITING BOND AUTHORIZATION
2017	2,000,000	Design and construction.	AWAITING BOND AUTHORIZATION
2018	2,800,000	Construction.	AWAITING BOND AUTHORIZATION
2019	300,000	Design, construction and construction management for roof replacement on Camp Hemlock	AWAITING BOND AUTHORIZATION
2020	300,000	Roof replacement at Camp Hemlock	AWAITING BOND AUTHORIZATION
Total	9,315,000		

**MOUNTAIN LAKES PARK INFRASTRUCTURE PROJECT
(RML01)**

Prior Appropriations


	Appropriated	Collected	Uncollected
Bond Proceeds	9,315,000	371,169	8,943,831
Total	9,315,000	371,169	8,943,831

Bonds Authorized

Bond Act	Amount	Date Sold	Amount Sold	Balance
132 02	100,000	12/15/17	70,000	29,748
		12/15/17	252	
92 11	700,000	12/10/13	267,395	399,083
		12/10/13	32,605	
		12/10/13	917	
E-132 02	(30,000)			(30,000)
Total	770,000		371,169	398,831

July 7, 2023

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

FROM: George Latimer 
Westchester County Executive

RE: Message Requesting Immediate Consideration: **Act – Jay Property
Cooperative Agreement Renewal.**

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

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

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

Thank you for your prompt attention to this matter.

Westchester County

George Latimer
County Executive

July 6, 2023

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

Dear Honorable Members of the Board of Legislators:

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

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

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

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

WestchesterCountyNY.gov

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sincerely,

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

George Latimer
County Executive

GL/KMC/cmc

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

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

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

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

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

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

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

are not limited, to the following:

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

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

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

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

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

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

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

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

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

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

Dated: _____, 20____
White Plains, New York

COMMITTEE ON

C:cmc.07.05.2023

FISCAL IMPACT STATEMENT

SUBJECT: Jay Heritage Center (No. C003111)

NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

GENERAL FUND

AIRPORT FUND

SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense \$ -

Total Current Year Revenue \$ -

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

Additional Appropriations

Other (explain)

Identify Accounts: _____

Potential Related Operating Budget Expenses: Annual Amount _____

Describe: _____

Potential Related Operating Budget Revenues: Annual Amount _____

Describe: _____

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

Current Year: _____

Next Four Years: _____

Prepared by: Neil Squillante 

Title: Deputy Commissioner

Department: Parks, Recreation & Conservation


Date: July 5, 2023

Reviewed By: 

Budget Director

Date: 7/6/23

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

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

DATE: June 29, 2023

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

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

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

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

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

DSK/cnm

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

ACT NO. 2023 - ____

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

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

Section 1. The County of Westchester (the "County") is hereby authorized to amend a Cooperative Operation and Maintenance Agreement ("Cooperation and Maintenance Agreement"), amongst the NYS Parks, the County and the Jay Heritage Center ("JHC"), a not-for-profit educational corporation located in Rye, New York, for the development, operation, maintenance, security and administration of the Jay Property, for an initial ten-year term, in order to extend the initial term by an additional period of ten (10) years, commencing on July 9, 2023 and terminating on July 8, 2033 and modify some of the JHC's responsibilities with respect to the operation and management of the Jay Property, including, but not limited to, the following:

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

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

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

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

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

§5. This Act shall take effect immediately.