

Parks & Environment Meeting Agenda



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

Committee Chair: David Tubiolo

Monday, January 6, 2025

10:00 AM

Committee Room

Joint with B&A and PWT

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.

MINUTES APPROVAL

I. ITEMS FOR DISCUSSION

1. [2024-602](#) **BOND ACT-BLA1A-2648-Parkland and Historical Preservation Program**

A BOND ACT authorizing the issuance of FOUR HUNDRED TWENTY-SEVEN THOUSAND (\$427,000) DOLLARS in bonds of Westchester County to finance Capital Project BLA1A - Parkland and Historical Preservation Program.

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

Joint with B&A and PWT.

Guests: Planning Department

Commissioner Blanca Lopez

Program Director for Community Development Len Gruenfeld

2. [2024-603](#) **IMA-Rye Town Park Bathhouse-BLA1A-Town of Rye**

AN ACT authorizing the County of Westchester to enter into an intermunicipal agreement with the Town of Rye in connection with making improvements to the bathhouse located in Rye Town Park.

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

Joint with B&A and PWT.

Guests: Planning Department

Commissioner Blanca Lopez

Program Director for Community Development Len Gruenfeld

II. OTHER BUSINESS

III. RECEIVE & FILE

ADJOURNMENT

Westchester County

November 22, 2024

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 (the "Bond Act") which, if adopted by your Honorable Board, would authorize the County of Westchester (the "County") to issue up to \$427,000 in bonds of the County to finance a component of capital project BLA1A - Parkland and Historical Preservation Program ("BLA1A"). Also attached is an Act authorizing an inter-municipal agreement ("IMA") with the Town of Rye (the "Town").

The Bond Act, in the amount of \$427,000, would finance improvements required to be made to the bathhouse located at the Rye Town Park in the City of Rye, including making such bathhouse compliant with the Americans with Disabilities Act, as well as restoring and renovating the deteriorated bathhouse interiors. This project is being funded through the Westchester Legacy Program.

The IMA, will set forth the responsibilities of the County and the Town in connection with the project. Under the proposed IMA, the Town will lease the bathhouse structure to the County in order to facilitate the issuance of County bonds to finance the capital project's design and construction. In accordance with the IMA, the County will contribute an amount not to exceed \$427,000 toward the aforementioned improvements at the Rye Town Park, in exchange for Rye Town Park being open to all County residents. Should the project costs exceed the amount contributed by the County, the Town shall be solely responsible for any additional amount. Following construction, the Town will be responsible for the operation, maintenance, scheduling and security of the Rye Town Park at its expense. The Rye Town Park will continue to be operated by the Town, but will be available to all Westchester County residents. The term of the IMA will commence upon execution, and will continue for a period at least equal to the life of any County bonds issued to fund the project, which is estimated to be fifteen (15) years.

Following bonding authorization, design will be scheduled and is anticipated to take 6 to 12 months to complete. It is anticipated that the design work will be completed by a consultant to be engaged by the Town. It is also estimated that construction will take 12 to 18 months to complete and will begin after award and execution of the construction contracts.

As your Honorable Board is aware, the Westchester Legacy Program is a County initiative to acquire, protect and enhance open space lands in Westchester County. To date, the Legacy Program is credited with preserving over 2,000 acres of open space in Westchester County. The acquired properties include linear parks, urban parks, active recreation facilities, as well as large tracts of open space forever preserved in their natural state.

The Legacy Program was established to aggressively pursue land acquisition with three major priorities: 1) to preserve green space, protect our county's natural habitats and protect rivers, streams and lakes and to provide passive recreation areas; 2) to purchase park land for active recreation such as baseball and soccer fields, trailways and bike paths; and 3) to acquire land for historic preservation and protection of our cultural heritage.

It should be noted that your Honorable Board has previously authorized the County to issue bonds which have financed prior components of BLA1A as set forth in the attached fact sheet.

It should be noted that as BLA1A is a "general fund" project, specific components are subject to a capital budget amendment. Section 1 of the Bond Act authorizes an amendment to the County's capital budget to the extent the project scope is inconsistent with any details set forth in the current capital budget. Accordingly, the Bond Act, in addition to authorizing the issuance of bonds for this project, will also amend the 2024 capital budget to reflect the specific location of this project component.

In addition, 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. Accordingly, the Planning Board Report for BLA1A is annexed.

Based upon the foregoing, I recommend the adoption of the aforementioned Bond Act, as well as the Act authorizing the County to enter into the IMA.

Sincerely,



George Latimer
Westchester County Executive

Attachments

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

Your Committee is in receipt of a transmittal from the County Executive recommending approval of a bond act (the “Bond Act”), which if adopted, would authorize the County of Westchester (the “County”) to issue up to \$427,000 in bonds to finance a component of capital project BLA1A - Parkland and Historical Preservation Program (“BLA1A”). Also attached is an Act authorizing an inter-municipal agreement (“IMA”) with the Town of Rye (the “Town”).

Your Committee is advised that the Bond Act, prepared by the law firm of Hawkins Delafield & Wood LLP, would finance improvements required to be made to the bathhouse located at the Rye Town Park in the City of Rye, including making such bathhouse fully compliant with the Americans with Disabilities Act, as well as restoring and renovating the deteriorated bathhouse interiors. This project is being funded through the Westchester Legacy Program.

The IMA, will set forth the responsibilities of the County and the Town in connection with the project. Under the proposed IMA, the Town will lease the bathhouse structure to the County in order to facilitate the issuance of County bonds to finance the capital project’s design and construction. In accordance with the IMA, the County will contribute an amount not to exceed \$427,000 toward the aforementioned improvements at the Rye Town Park, in exchange for Rye Town Park being open to all County residents. Should the project costs exceed the amount contributed by the County, the Town shall be solely responsible for any additional amount. Following construction, the Town will be responsible for the operation, maintenance, scheduling and security of the Rye Town Park at its expense. The Rye Town Park will continue to be operated by the Town, but will be available to all Westchester County residents. The term of the IMA will commence upon execution and will continue for a period equal to the life of any County bonds issued to fund the project, which is estimated to be fifteen (15) years.

Following bonding authorization, design will be scheduled and is anticipated to take 6 to 12 months to complete. It is anticipated that the design work will be completed by a consultant to be engaged by the Town. It is also estimated that construction will take 12 to 18 months to complete and will begin after award and execution of the construction contracts.

As your Honorable Board is aware, the Westchester Legacy Program is a County initiative to acquire, protect and enhance open space lands in Westchester County. To date, the Legacy Program is credited with preserving over 2,000 acres of open space in Westchester County. The acquired properties include linear parks, urban parks, active recreation facilities as well as large tracts of open space forever preserved in their natural state.

The Legacy Program was established to aggressively pursue land acquisition with three major priorities: 1) to preserve green space, protect our county's natural habitats and protect rivers, streams and lakes and to provide passive recreation areas; 2) to purchase park land for active recreation such as baseball and soccer fields, trailways and bike paths; and 3) to acquire land for historic preservation and protection of our cultural heritage.

Your Committee notes that this Honorable Board has previously authorized the County to issue bonds which have financed prior components of BLA1A as set forth in the attached fact sheet.

Your Committee is further advised that as BLA1A is a "general fund" project, specific components are subject to a capital budget amendment. Section 1 of the Bond Act authorizes an amendment to the County's capital budget to the extent the project scope is inconsistent with any details set forth in the current capital budget. Accordingly, the Bond Act, in addition to authorizing the issuance of bonds for this project, will also amend the current year capital budget to reflect the specific location of this project component.

In addition, 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. Accordingly, the Planning Board Report for BLA1A is annexed.

Furthermore, the Planning Department has advised your Committee that based on its review, the above referenced capital project 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. Your Committee has reviewed the annexed SEQRA documentation and concurs with this recommendation.

Please note that an affirmative vote of two-thirds of the members of your Honorable Board is required in order to adopt the Bond Act, while an affirmative vote of a majority of the voting strength of your Honorable Board is required to adopt the Act authorizing the IMA.

Based on the importance of this project to the County, your Committee recommends favorable action on the annexed Bond Act and Act authorizing the IMA.

Dated: _____, 2024

White Plains, New York

COMMITTEE ON

s/CMC/10-17-2024

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: BLA1A

NO FISCAL IMPACT PROJECTED

SECTION A - CAPITAL BUDGET IMPACT

To Be Completed by Budget

GENERAL FUND

AIRPORT FUND

SPECIAL DISTRICTS FUND

Source of County Funds (check one):

Current Appropriations

Capital Budget Amendment

RYE TOWN PARK BATHHOUSE

SECTION B - BONDING AUTHORIZATIONS

To Be Completed by Finance

Total Principal \$ 427,000 PPU 15 Anticipated Interest Rate 3.05%

Anticipated Annual Cost (Principal and Interest): \$ 35,851

Total Debt Service (Annual Cost x Term): \$ 537,764

Finance Department: maab 11-14-24

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: 5

Prepared by: Michael Lipkin

Title: Associate Planner

Department: Planning

Date: 11/15/24


Reviewed By: 

11/15/24

Budget Director

Date: 11/15/24

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: September 17, 2024

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT:
BLA1A PARKLAND AND HISTORICAL PRESERVATION PROGRAM**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on 08-28-2024 (Unique ID: 2648)

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.
-

COMMENTS: None.

DSK/dvw

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
Susan Darling, Chief Planner
Michael Lipkin, Associate Planner
Claudia Maxwell, Principal Environmental Planner

BLA1A Parkland and Historical Preservation Program

FIVE YEAR CAPITAL PROGRAM (in thousands)

Funding Type	Estimated Total Project Cost	Appropriated	Expended or Obligated	2024	2025	2026	2027	2028	Under Review
Gross Amount	32,227	23,300	1,302	3,927	0	0	0	0	5,000
Net County Amount	32,227	23,300	1,302	3,927	0	0	0	0	5,000

Project Description

This project is designed to aggressively pursue land acquisition for three major objectives. One major objective is to purchase parkland for active recreation such as baseball and soccer fields, trailways and bike paths. A key component of the ball field initiative is to partner with municipalities on the acquisition and/or development of ball fields to maximize available funding. The development of RiverWalk, the proposed promenade along the Hudson River, is a key component of the Legacy Program. A second major objective is to preserve green space, protect our County's natural habitats and protect rivers, streams and lakes. The third objective is to preserve land for historic preservation and protection of our cultural heritage.

This is a general fund, specific projects are subject to a Capital Budget Amendment.

2024: The add on request by the BOL in the amount of \$427,000 will go towards the construction of the interior upgrades to the Bathhouse located in Rye Town Park in Rye, in order to make this public facility fully ADA-compliant.

Appropriation History

Year	Amount	Purpose
2020	1,000,000	Funds this project
2021	17,000,000	Ludlow Park (Water Access Park), Yonkers, \$10,000,000; 4th Street Playground, Mt. Vernon, \$2,000,000 and Riverwalk Improvements, Yonkers, \$5,000,000
2022	-700,000	Design of Riverwalk improvements in Tarrytown \$1,300,000; 4th Street Playground Mt. Vernon appropriation reduction (\$2,000,000)
2023	6,000,000	A turf field at Flint Park in Larchmont \$1,000,000; a linear park extending north from the Yonkers Joint Water Resource Recovery Facility in the Ludlow section of Yonkers \$5,000,000.
2024	3,927,000	Funds the rehabilitation of the existing Riverwalk in Tarrytown (\$1M) and provides additional funds to the project (\$500,000), as well as funding for Silliman Park upgrades in Ardsley (\$2M) and Rye Town Park Bathhouse upgrades (\$427,000)

Justification

Under the predecessor project BLA01, funding at varying amounts was provided to meet the project's goals. These amounts, when leveraged with funding from the state and local governments or private sources, is intended to enable the County to play a very meaningful role in open space preservation and to take advantage of opportunities to purchase or otherwise protect critical resources.

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

The 1999 Open Space Policies were adopted by both the Planning Board and the Parks Board. These policies have goals for a continued County park and open space acquisition program that includes: 1) provision of opportunities for active and passive

recreation, with emphasis on locations close to concentrations of the County's population; 2) establishment of a series of open space linkages to provide a connected system of parklands; 3) preservation of significant amounts of the Hudson River waterfront; 4) protection of environmentally significant properties; and 5) preservation of properties considered to be of historic significance.

Consistency with Programs or Plans

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

Planning Board Analysis

PL2 The Planning Board strongly supports the continuation of this program to acquire land for open space preservation and for needed active recreation for Westchester residents. The Planning Board notes that it is important that the Planning Board supports the development of a new Open Space Plan to assist in evaluating potential land acquisitions and development of existing County open space. The Planning Department staff will need to review potential sites for acquisition to assure that each site will fit within the County's overall land preservation needs will help define and shape surrounding land use and that each acquisition will maximize the use of County funds. The Planning Board advises that new parkland should be acquired only if sufficient funding is available for the proper maintenance of existing County parkland and/or if the responsibility for the operation and maintenance of such parkland is taken on by a municipality or other non-County entity. The Planning Board also cautions against any acquisition of open space that contains existing structures unless there are pre-determined uses for them and that a proper maintenance protocol factoring in cost for upkeep is created, because these costs can be excessive.

RESOLUTION 24- 28

WESTCHESTER COUNTY PLANNING BOARD

**BLA1A Parkland and Historical Preservation Program
Rye Town Park Interior Bathhouse Improvements**

WHEREAS, BLA1A Parkland and Historical Preservation Program funds will be used for the interior improvements to the **Rye Town Park Bathhouse in the Town of Rye**, in the amount of \$427,000; and

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

WHEREAS, the requested funding will provide for design, construction and construction management of approximately half the total project cost; and

WHEREAS, this resolution is contingent on the park, parking and permit fees charged to residents be the same for non-residents; and

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

RESOLVED, that the County Planning Board, pursuant to Section 167.131 of the County Charter, amends its report on the 2024 Capital Budget to add \$427,000 to this project from **BLA1A Parkland and Historical Preservation Program** for the improvements.

Adopted conditionally on 2nd day of July, 2024



Richard Hyman, Chair

ACT NO. -20__

BOND ACT AUTHORIZING THE ISSUANCE OF \$427,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE CONSTRUCTION OF IMPROVEMENTS TO THE BATHHOUSES LOCATED AT RYE TOWN PARK IN THE CITY OF RYE UNDER THE WESTCHESTER LEGACY PROGRAM; STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$427,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$427,000 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, \$427,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the cost of the construction of improvements to the bathhouses located at Rye Town Park in the City of Rye, including design, construction management and construction to make the bathhouses fully ADA compliant, as well as restore and renovate the deteriorated bathhouse interior, 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 \$427,000. The plan of financing includes the issuance of \$427,000 bonds herein authorized, and any bond anticipation notes issued in anticipation of the sale of such bonds, and the levy of a tax to pay the principal of and interest on said bonds.

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

Section 3. Current funds are not required to be provided as a down payment pursuant to Section 107.00 d. 9. of the Law prior to issuance of the bonds authorized herein, or any bond anticipation notes issued in anticipation of the sale of such bonds. The County intends to finance, on an interim basis, the costs or a portion of the costs of said improvements for which bonds are herein authorized, which costs are reasonably expected to be reimbursed with the proceeds of debt to be incurred by the County, pursuant to this Act, in the maximum amount of \$427,000. 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 \$427,000 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 \$427,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE CONSTRUCTION OF IMPROVEMENTS TO THE BATHHOUSES LOCATED AT RYE TOWN PARK IN THE CITY OF RYE UNDER THE WESTCHESTER LEGACY PROGRAM; STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$427,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$427,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted _____, 20__)

object or purpose: to finance the cost of the construction of improvements to the bathhouses located at Rye Town Park in the City of Rye, including design, construction management and construction to make the bathhouses fully ADA compliant, as well as restore and renovate the deteriorated bathhouse interior, all as set forth in the County’s Current Year Capital Budget, as amended.

amount of obligations to be issued: \$427,000; fifteen (15) years
and period of probable usefulness:

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:* BLA1A	<input checked="" type="checkbox"/> CBA	Fact Sheet Date:* 08-23-2024
Fact Sheet Year:* 2024	Project Title:* PARKLAND AND HISTORICAL PRESERVATION PROGRAM	Legislative District ID: 7
Category* BUILDINGS, LAND & MISCELLANEOUS	Department:* PLANNING	CP Unique ID: 2648

Overall Project Description

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

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

FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2024	2025	2026	2027	2028	Under Review
Gross	32,227	23,300	3,927	0	0	0	0	5,000
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	32,227	23,300	3,927	0	0	0	0	5,000

Expended/Obligated Amount (in thousands) as of : 1,300

Current Bond Description: Funding is requested is to improve the bathhouses located at Rye Town Park in the City Rye. The requested funding is to be used toward design, construction management and construction to make the bathhouses fully ADA-compliant as well as restore and renovate the deteriorated bathhouse interior.	
Financing Plan for Current Request:	
Non-County Shares:	\$ 0
Bonds/Notes:	427,000
Cash:	0
Total:	\$ 427,000

SEQR Classification:
TYPE II

Amount Requested:
427,000

Expected Design Work Provider:

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

Energy Efficiencies:

Appropriation History:

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

Total Appropriation History:

27,227,000

Financing History:

Year	Bond Act #	Amount	Issued	Description
23	227	200,000		0 PARKLAND AND HISTORICAL PRESERVATION PROGRAM
24	73	1,000,000		0 PARKLAND AND HISTORICAL PRESERVATION PROGRAM - ID # 2434

Total Financing History:

1,200,000

Recommended By:

Department of Planning
MLLL

Date
08-28-2024

Department of Public Works
RJB4

Date
08-28-2024

Budget Department
DEV9

Date
08-29-2024

Requesting Department
MLLL

Date
08-29-2024

PARKLAND AND HISTORICAL PRESERVATION PROGRAM (BLA1A)

User Department : Planning

Managing Department(s) : Planning ;

Estimated Completion Date: TBD

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

FIVE YEAR CAPITAL PROGRAM (in thousands)

	Est Ult Cost	Appropriated	Exp / Obl	2024	2025	2026	2027	2028	Under Review
Gross	32,227	23,300	1,300	3,927					5,000
Non County Share									
Total	32,227	23,300	1,300	3,927					5,000

Project Description

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

Current Year Description

The current year request funds rehabilitation of the existing Riverwalk in Tarrytown (\$1m), and provides additional funds to the project (\$500,000), as well as funding Board of Legislators' additions for Silliman Park upgrades in Ardsley (\$2m) and Rye Town Park Bathhouse upgrades (\$427,000).

Current Year Financing Plan

Year	Bonds	Cash	Non County Shares	Total
2024	3,927,000			3,927,000

Impact on Operating Budget

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

Appropriation History

Year	Amount	Description	Status
2020	1,000,000	Funds this project	AWAITING BOND AUTHORIZATION
2021	17,000,000	Ludlow Park (Water Access Park), Yonkers, \$10,000,000; 4th Street Playground, Mt. Vernon, \$2,000,000 and Riverwalk Improvements, Yonkers, \$5,000,000	AWAITING BOND AUTHORIZATION
2022	(700,000)	Design of Riverwalk improvements in Tarrytown \$1,300,000; 4th Street Playground Mt. Vernon appropriation reduction (\$2,000,000)	\$1,300,000 DESIGN; (\$2,000,000) APPROPRIATION REDUCTION
2023	6,000,000	A turf field at Flint Park in Larchmont \$1,000,000; a linear park extending north from the Yonkers Joint Water Resource Recovery Facility in the Ludlow section of Yonkers \$5,000,000.	AWAITING BOND AUTHORIZATION
Total	23,300,000		

**PARKLAND AND HISTORICAL PRESERVATION PROGRAM
(BLA1A)**

Prior Appropriations

	Appropriated	Collected	Uncollected
Bond Proceeds	22,000,000		22,000,000
Funds Revenue	1,300,000	1,300,000	
Total	23,300,000	1,300,000	22,000,000

Bonds Authorized

Bond Act	Amount	Date Sold	Amount Sold	Balance
227 23	200,000			200,000
Total	200,000			200,000

AN ACT authorizing the County of Westchester to enter into an inter-municipal agreement with the Town of Rye in connection with making improvements to the bathhouse located in Rye Town Park.

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

Section 1. The County of Westchester (“County”) is hereby authorized to enter into an inter-municipal agreement (“IMA”) with the Town of Rye (“Town”), in connection with making the required improvements to the bathhouse structure (“Property”) located at the Rye Town Park in the City of Rye, including making such bathhouse fully compliant with the Americans with Disabilities Act, as well as restoring and renovating the deteriorated bathhouse interiors (“Project”), pursuant to capital project BLA1A - Parkland and Historical Preservation Program (“BLA1A”).

§2. The County will contribute an amount not to exceed \$427,000 for the design, construction management and construction of the Project payable following submission by the Town of properly executed payment vouchers, along with supporting documentation. Should the Project costs exceed the amount contributed by the County, the Town shall be solely responsible for any additional amount. In exchange for the County’s contribution towards such improvements, the Town shall grant access to all county residents on the same terms as any Town resident.

§3. In order to give the County, the necessary interest in real property to be able to issue bonds towards the Project, the Town will lease the Property where the Project is located to the County for a term commencing upon execution and continuing for a period at least equal to the life of any County bonds issued to fund the Project, which is estimated to be fifteen (15) years.

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

§5. This Act shall take effect immediately.

INTER-MUNICIPAL AGREEMENT

THIS AGREEMENT, made the _____ day of _____, 20____, by and between:

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

and

THE TOWN OF RYE, a municipal corporation of the State of New York, having an office and place of business at 222 Grace Church Street, 3rd Floor, Port Chester, NY 10573 (hereinafter referred to as the “Municipality” or the “Town”)

RECITALS

WHEREAS, the Municipality is the owner of certain real property commonly known as the Rye Town Park (“Park” or “Rye Town Park”), as indicated in the attached Schedule “A”; and

WHEREAS, the County desires to assist the Municipality by providing funding towards needed improvements to the bathhouse structure (the “Property”) located at the Park, including making such bathhouse fully compliant with the Americans with Disabilities Act, as well as restoring and renovating the deteriorated bathhouse interiors (the “Project”); and

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

ARTICLE I

TERM

Section 1.0. The recitals are hereby incorporated by reference into the body of this Agreement.

Section 1.1. Except as provided for in this Agreement, the term of this Agreement shall be for a period commencing upon execution of this Agreement and continuing for a period at least

equal to the life of any County bonds issued to fund the Project, unless terminated sooner in accordance with the provisions of this Agreement (“Term”).

ARTICLE II
IMPROVEMENTS TO THE PROPERTY

Section 2.0. The Municipality shall complete the Project in accordance with all applicable laws including, but not limited to, those governing public bidding. All work on the Project shall be in conformance with the plans and specifications prepared by the Municipality, which plans shall be subject to review and approval by the County Commissioner of Planning or his/her authorized designee (“Planning Commissioner” or the “Commissioner”). The Municipality shall not deviate from the approved plans and specifications without the prior written consent of the Commissioner. It is recognized and understood that the Municipality’s compliance with those plans and specifications is a critical element of this Agreement. However, the County will not be obliged to incur any additional expense beyond the amount set forth in Section 2.1 below. After design of the site preparation plans and specifications is complete, they shall be delivered to the Commissioner for approval. The County shall, at all times, have the right to inspect the work. If the County believes that the work is not in compliance with the plans and specifications, it shall notify the Municipality in writing within twenty (20) days after such inspection.

Section 2.1. The County will contribute an amount not to exceed Four Hundred and Twenty-Seven Thousand and 00/100 (\$427,000.00) Dollars for the design, construction management and construction of the Project, payable following submission by the Town of properly executed payment vouchers, along with supporting documentation as may be requested by the Commissioner. Should the Project costs exceed the amount contributed by the County, the Municipality shall be solely responsible for any additional amount. In exchange for the County’s contribution towards such improvements, the Town shall grant access to all county residents as more particularly set forth in Section 4.1 below. It is also recognized and understood that the County’s sole responsibility shall be to provide an amount not to exceed \$427,000 towards the Project and the Municipality shall assume all other responsibilities for all other costs and expenses relating to the Park and the Project.

The Municipality shall maintain accurate records and books of account in which shall be entered all matters relating to this Agreement, including all income, expenditures, assets, and liabilities thereof and all income, expenditures, and payments to any and all contractors or subcontractors involved in the operation, management, maintenance, supervision, development, repair, and security of the Park. Such books and records shall be maintained in accordance with generally accepted accounting principles, consistently applied and shall be kept at a location within Westchester County. The County shall have the right to inspect, examine, and copy such books and records of the Municipality at all reasonable times during normal business hours at the office of the Municipality.

ARTICLE III
LEASE OF PROPERTY

Section 3.0. Subject to the terms and conditions of Section 2.0, the Municipality hereby leases to the County the exclusive right to use and occupy the Property that the Municipality owns for the purposes of issuing bonds for the Municipality to construct the improvements thereon, it being understood and recognized that this lease shall be for a period of the term of the bonds issued for the Project, which term is anticipated to be fifteen (15) years.

Section 3.1. It is recognized and understood that the aforementioned lease is solely to give the County the necessary interest in real property to be able to issue bonds for the Project and the County shall have no responsibilities or duties under the Agreement other than to provide the funding set forth in Section 2.1 above.

ARTICLE IV
RIGHTS AND RESPONSIBILITIES OF THE MUNICIPALITY

Section 4.0. 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 Municipality agrees that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence or intentional or willful misconduct of the County, its elected officials, officers, employees and agents during a County sponsored event:

(a) the Municipality shall indemnify and hold harmless the County, its elected officials, 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 the maintenance, operation, security and/or repair of the Property and this Agreement and of the acts or omissions hereunder by the Municipality or third parties under the direction or control of the Municipality; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action brought against the Indemnities (defined in Section 4.0(c) below) directly or indirectly arising out of the Project, the maintenance, operation, security and/or repair of this Property and this Agreement and to bear all other costs and expenses related thereto; and

(c) the Municipality shall defend, indemnify and hold harmless the County, its officials, officers, employees and agents (the "Indemnitees") from and against, any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss, that may be imposed upon or incurred by or asserted against any of the Indemnities by reason of any of the following:

- (i) Work. Any construction, repair, alteration, addition, replacement, restoration or improvement work done by or on behalf of Municipality in, on or about the Property or any part thereof;
- (ii) Use. The use, occupation, condition, operation, maintenance, management, supervision or development of or providing security for all or any portion of the Property, or the affected portion thereof, by or on behalf of the Municipality, including without limitation, any liability with respect to the maintenance of streets or sidewalks adjoining the Property and any violations imposed by any governmental authorities in respect of any of the foregoing;
- (iii) Act or Failure to Act of Municipality. Any act performed by, or any failure to perform any act required to be performed by the Municipality, a third party under its direction or control, or any of the Municipality's officers, agents, contractors, servants, employees, lessees or invitees in connection with this Agreement or the Property;
- (iv) Accidents, Injury to Person or Property. Any accident, injury, (including death at any time resulting therefrom) or damage to any person, including, without limitation, employees of the Municipality or any Indemnatee unless arising from the negligent, intentional or willful conduct of an Indemnatee, or property occurring in, on, or about the Property or any part thereof, or in,

on or about any street, alley, sidewalk, curb, vault, passageway or space comprising a part thereof or adjacent thereto; or

- (v) Breach of Municipality's Obligation. Any failure or refusal on the part of the Municipality to perform its obligations pursuant to this Agreement; or
- (vi) Municipality's Obligations. The Municipality's failure, within any applicable grace period, to perform or comply with any of the covenants, terms or conditions contained in this Agreement on the Municipality's part to be kept, observed, performed or complied with within any applicable grace period.

The Municipality shall promptly notify the County in writing of any claims made or any suits instituted against the Municipality of which it has knowledge arising from its performances hereunder or in connection with this Agreement or in connection with the Property.

Section 4.1. The Municipality shall have sole authority and control over the development, operation, management, maintenance, and security of the Property, including the Project, at the Municipality's sole cost and expense. Subject to Section 4.9, the Municipality shall have sole authority and control over the scheduling in the Property. The Property shall be operated as a town park, but shall be available to all Westchester County residents in accordance with the terms and conditions of Schedule "D". To the extent any fees are charged for the use of Park, the fees charged to non-residents of the Municipality who are County residents will not exceed double the amount of fees charged to the Municipality's residents.

Section 4.2. The Municipality shall, at its sole cost and expense, continuously throughout the term of this Agreement, provide reasonable and adequate security and safety at the Property, including the Project, through the Municipality's police department or other agency designated to provide such police services.

Section 4.3. The Municipality shall, at its sole cost and expense, operate, manage, maintain, repair and properly supervise the Property, including the Project, it being understood and agreed that such operation, management, maintenance, supervision, development, and repair shall be performed by the Municipality to the satisfaction of the Planning Commissioner. The Municipality shall defend and indemnify the County from any liability that may arise from any failure of the Municipality to perform its obligations under this Paragraph. The Municipality shall,

at its own cost and expense, keep any and all refuse in containers and remove and dispose of same as required by the Planning Commissioner.

Section 4.4. Following construction of improvements on the Property, those improvements shall be available to the public as required by this Agreement although the Municipality shall have sole discretion to schedule the use of same as appropriate.

Section 4.5. The Municipality shall, at its own cost and expense, promptly comply with all statutes, ordinances, rules, orders, regulations, codes and requirements of the Federal, State, County and local governments and all insurance requirements applicable to the Property or any part thereof or applicable to this Agreement. After construction is completed, the Commissioner shall be entitled to enter the Property, or any part thereof, at any and all times for any and all purposes related to the Project, without the need to obtain the consent or permission of the Municipality.

Section 4.6. All advertising and signage, excluding hours of operation and other similar informational signage, to be utilized by the Municipality in connection with the operation of the Property shall be subject to the prior written approval of the Planning Commissioner and shall be provided to the County in advance for review. The Municipality shall acknowledge the County's contribution toward improvement of the Property on any signs erected at the Property and on any other publications, documents, etc. mentioning the Property.

Section 4.7. In the event the Municipality does not comply with a provision in this Article IV, the County shall have the right to cure such noncompliance upon thirty (30) days' notice from the County to the Municipality, except in emergencies when such notice period in the County's sole and unreviewable judgment shall be shorter. The cost to cure such noncompliance shall be borne by the Municipality. The failure of the Municipality to reimburse the County for the cost to cure such compliance within thirty (30) days of a written notice demanding such reimbursement shall be deemed a material breach of this Agreement.

Section 4.8. After completion of the Project, the Municipality shall not install any fixtures or make any additions, development, improvements or alterations to the Property, other than routine maintenance or repair, without the prior written consent of the Commissioner, which

shall not be unreasonably withheld. Any such additions, development, improvements or alterations shall be made at the Municipality's sole cost and expense unless otherwise agreed to by the County and the Municipality. The Municipality shall submit all plans and specifications for all such additions, development, improvements and alteration to the County for approval. All such additions, development, improvements and alteration shall be completed in a thoroughly workmanlike manner and shall immediately become annexed to and be made a part of the Property.

Section 4.9. Notwithstanding Section 4.1 herein, the County within normal operating hours, subject to capacity and availability, shall have the right to schedule events at or use the Property (which events or use otherwise being permitted pursuant to the terms of this Agreement) with the written consent of the Municipality, which consent shall be provided in good faith and not unreasonably withheld, so long as the County provides for the payment of all costs and provision of adequate insurance in regard to the proposed use.

Section 4.10. It is understood and agreed between the parties that the Property is for the use and benefit of the public as part of a public park as set forth in this Agreement. Reservations for the use of the Property, or any portion thereof, shall be made through the Municipality. All residents of the County, subject to capacity and availability, shall have access to the Property, subject to the provisions of Section 4.1 hereof.

Section 4.11. Except for the amount of funding to be provided by the County under Section 2.1 above, the Municipality shall be responsible for all costs in relation to the Property and this entire Agreement, and, under no circumstances or conditions, whether now existing or hereafter arising, or whether beyond the present contemplation of the parties, shall the County be expected or required to make any payment of any kind whatsoever or be under any other obligation or liability hereunder except as herein otherwise expressly set forth.

Section 4.12. The Municipality shall pay any and all taxes, assessments, special assessments, personal property and intangible taxes, gross receipts, sales, use or occupancy taxes, water and sewer charges, rates and rents, charges for public utilities, excises, levies, license and permit fees, and other charges, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind and nature whatsoever, arising from the use or ownership of the Property

which shall or may be assessed levied, charged, confirmed, or imposed upon or become payable out of or become a lien on the Property or any part thereof.

Section 4.13. (i) The Project shall be subject to the generally-applicable ordinances, rules and regulations of the Planning Commissioner, as may be amended from time to time by the Commissioner (the "County rules"). The Municipality may develop new ordinances, rules and regulations for the Property, which shall be subject to the approval of the Planning Commissioner (the "Municipality rules"), which shall not be unreasonably withheld or delayed. To the extent the Municipality rules regulate the same subject matter as the County rules and are at least as strict as the County rules, the Municipality rules shall supersede the County rules. Otherwise, the County rules shall apply to the Property.

(ii) The Property shall be subject to the Laws of Westchester County including, but not limited to, sections 765.351 through 765.358. The Municipality may not enact laws, acts, rules, regulations or ordinances affecting the Property that supersede the Laws of Westchester County.

(iii) The Municipality acknowledges and agrees that there shall be no activity referred to in section 765.354 of the Laws of Westchester County, to wit: no tree clearing, tree removal or the removal of a specimen tree, a protected tree, the excavation or alteration of the existing grade within the dripline of a tree or the removal(s) of any tree(s) on slopes of 25% or more, unless the Municipality complies with the applicable provisions of section 765.355 of the Laws of Westchester County. If the Municipality undertakes an activity referred to in section 765.354 pursuant to section 765.355, it shall replace said trees at the direction of and to the satisfaction of the Planning Commissioner.

(iv) The provisions of this Section 4.13 of this Agreement shall remain in full force and effect during the Term of this Agreement unless modified by the mutual agreement of the parties hereto.

Section 4.14. The Municipality shall act as the lead agency for meeting the requirements of the State Environmental Quality Review Act ("SEQR") and its implementing regulations, 6 NYCRR Part 617 for any activity which requires SEQR compliance, that is undertaken pursuant to this Agreement, unless otherwise directed by the County.

ARTICLE V
FAIR AND AFFORDABLE HOUSING CONDITIONS

Section 5.0. The Municipality hereby commits to the County that it is in compliance with the terms and conditions set forth in the County’s Discretionary Funding Policy annexed hereto and forming a part hereof as Schedule “C”. The County acknowledges that the Municipality is currently in compliance with the Policy.

Section 5.1. As further consideration for the County’s financial contribution toward the Project, the Municipality certifies that it has adopted municipal zoning code provisions and/or policies which reflect the guidance provided in the Model Ordinance Provisions and the Municipality is committed to affirmatively further fair housing, including a ban on local residency requirements and preferences and other selection preferences that do not affirmatively further fair housing, except to the extent provided in the Model Ordinance Provisions which the Town has adopted.

Section 5.2. The Municipality agrees to offer to the County a Right of First Refusal to retain and/or purchase any and all land acquired in rem to be used for housing that affirmatively furthers fair housing (“AFFH”).

Section 5.3. The Municipality agrees to continue to be in compliance with above mentioned County Discretionary Funding Policy during the term of this Agreement.

Section 5.4. The Municipality further agrees to market housing units that affirmatively further fair housing in accordance with Westchester County’s Affirmative Fair Housing Marketing Plan throughout the period of affordability.

Section 5.5. Nothing in this Agreement is intended to affect the County’s interest in the Project or release the Municipality from its obligations under the law with respect to affordable AFFH units.

Section 5.6. Should the Municipality fail to abide by any of the above conditions, the Municipality shall, upon thirty (30) days written notice by the County, refund any funds paid to the Municipality under this Agreement.

ARTICLE VI

INSURANCE

Section 6.0. The Municipality shall procure and maintain insurance coverage naming the County as additional insured for so long as the County has a lease of the Property in the amounts specified in Schedule "B" attached hereto.

ARTICLE VII

RESPONSIBILITIES OF THE COUNTY

Section 7.0. The County shall have no responsibility for the Property other than that set forth above.

ARTICLE VIII

NOTICES

Section 8.0. All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or sent by hand or overnight courier, to the respective addresses set forth below (except where this Agreement designates notice to a particular County Commissioner and then only to that Commissioner and a copy to the County Attorney) or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt.

To the County: Commissioner of Planning
 County of Westchester
 148 Martine Avenue, Room ____
 White Plains, New York 10601

with a copy to: County Attorney
 148 Martine Avenue, Room 600
 White Plains, New York 10601

To the Municipality: Town of Rye
 222 Grace Church Street, 3rd Floor
 Port Chester, NY 10573

ARTICLE IX
MISCELLANEOUS

Section 9.0. Any purported delegation of duties or assignment of rights by either party to this Agreement without the prior express written consent of the other party is void.

Section 9.1. In the event that the Municipality materially defaults in the performance of any term, condition, or covenant herein contained, the County, at its option and in addition to any other remedy it may have to seek damages, judicial enforcement or any other lawful remedy, may terminate this Agreement upon ninety (90) days' notice to the Municipality; provided, however, that the Municipality may defeat such notice by curing the default complained of within such notice period, or, if any such default is not curable within such notice period by promptly commencing to cure the default and diligently pursuing all necessary and appropriate action to effect such cure. In the event this Agreement is terminated, the Municipality shall have one hundred eighty (180) days from the effective termination date to pay the County, as liquidated damages, the full amount paid by the County pursuant to this Agreement.

Section 9.2. It is mutually understood and agreed that the terms, covenants, conditions and agreements herein contained shall be binding upon the parties hereto and upon their respective successors, legal representatives and assigns. Nothing in this Agreement shall act to confer third-party beneficiary rights on any person or entity not a party to this Agreement.

Section 9.3. This Agreement and its attachments constitute the entire agreement between the parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. This Agreement shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties, and approved by the Office of the County Attorney.

Section 9.4 It is recognized and understood that the Municipality is not an agent of the County and in accordance with such status, the Municipality, its consultant(s), its subcontractor(s), and their respective officers, agents, employees, representatives and servants shall at all times during the term of this Agreement neither hold themselves out as, nor claim to be acting in the

capacity of officers, employees, agents, representatives or servants of the County, nor make any claim, demand or application for any right or privilege applicable to the County, including without limitation, rights or privileges derived from workers compensation coverage, unemployment insurance benefits, social security coverage and retirement membership or credit.

Section 9.5. This Agreement shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.

Section 9.6. In the event that any one or more provisions, sections, subsections, clauses or words of this Agreement are for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, but this Agreement shall be construed and enforced as if such illegal or invalid section, subsection, clause or word has not been contained herein.

Section 9.7. The Municipality agrees to observe and obey any and all Federal, State and local laws, rules and regulations, and to require its officers, agents, employees, contractors, and suppliers to observe and obey the same.

Section 9.8. This Agreement shall be deemed executory only to the extent of funds appropriated and made available for the purpose of this Agreement and no liability on account thereof shall be incurred by the County beyond the amount of such appropriated funds.

Section 9.9. All covenants, stipulations, promises, agreements and obligations of the Municipality and the County contained herein shall be deemed to be stipulations, promises, agreements and obligations of the Municipality and the County and not of any member, officer or employee of the Municipality or the County in his individual capacity and no recourse shall be had for any obligation or liability herein or any claim based thereon against any member, officer or employee of the Municipality or the County or any natural person executing this Agreement.

Section 9.10. The parties each agrees to execute and deliver such further instruments and to obtain such additional authority as may be required to carry out the intent and purpose of this Agreement.

Section 9.11. This Agreement may be executed in two or more counterparts and all counterparts so executed shall for all purposes constitute one agreement binding upon all the parties hereto.

Section 9.12. Failure of any party to insist upon strict performance of any term, condition or covenant of this Agreement shall not be deemed to constitute a waiver or relinquishment of such term, condition or covenant for the future right to insist upon and to enforce by injunction or by other legal or appropriate remedy strict compliance by any other party with such term, condition or covenant.

Section 9.13. 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 persons of color or women in contracts and projects funded by all departments of the County. Under this Agreement it is recognized and understood that the County encourages the Municipality to do similarly.

Section 9.14. In the event that all or any part of the Property shall be taken in a condemnation proceeding, or by right of eminent domain, or by agreement by any governmental authority authorized to exercise such rights, then, and in any such event, any such condemnation proceeds payable to the County for its interest in the Property shall be distributed to the County.

Section 9.15. The Municipality represents that it has all requisite power and authority to execute, deliver and perform this Agreement, and this Agreement has been duly authorized by all necessary parties. The County represents that this Agreement has been approved by the Board of Legislators of the County of Westchester on the _____, 2024 by Act No. _____-2024. These authorities are both attached hereto and made a part hereof as Schedule "E".

Section 9.16. The headings in this Agreement are for reference purposes only and shall not be used in construing the terms of this Agreement.

[NO FURTHER TEXT/SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the County and the Municipality have caused this Agreement to be executed.

THE COUNTY OF WESTCHESTER

By _____
Blanca P. Lopez, MS
Commissioner of Planning

THE TOWN OF RYE

By _____
(Name and Title)

Approved by the Board of Legislators of the County of Westchester pursuant to Act No. ____-2024.

Approved by Resolution of the Town Board of the Town of Rye on the ____ day of _____, 20____.

Approved:

Sr. Assistant County Attorney
County of Westchester
IMA BLA1A (2648) Rye Town Park Bathhouses Turf Field FIN 11.14.2024

MUNICIPALITY'S ACKNOWLEDGMENT

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

On this _____ day of _____ 20__, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she is the _____ of _____, the municipal corporation described in and which executed the within instrument, who being by me duly sworn did depose and say that he/she executed the same in his/her capacity, and that by his/her signature(s) on the instrument, the municipal corporation executed the instrument.

Notary Public County

**CERTIFICATE OF AUTHORITY
(Municipality)**

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

certify that I am the _____ of the
(Title)

(Name of Municipality)

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

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

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

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

_____ of the Municipality, and that said
(Title of such person),

agreement was duly signed for and on behalf of said Municipality by authority of its

_____, thereunto duly authorized and
(Town Board, Village Board, City Council)

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

(Signature)

STATE OF NEW YORK)

ss.:

COUNTY OF WESTCHESTER)

On this _____ day of _____ 20__, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the above certificate and acknowledged to me that he/she executed the above certificate in his/her capacity as _____ of _____,
(Title) (Municipality)

the municipal corporation described in and which executed the within instrument.

Notary Public County

SCHEDULE "A"
(PROPERTY DESCRIPTION)

DRAFT

SCHEDULE "B"
STANDARD INSURANCE PROVISIONS
(Municipality)

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

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

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

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

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

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

available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

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

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

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

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

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

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

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

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

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

- (i) Owned automobiles.

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

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

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

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

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

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

SCHEDULE "C"

WESTCHESTER COUNTY FAIR AND AFFORDABLE HOUSING
IMPLEMENTATION PLAN
August 9, 2010

Appendix (D-2)(f): Discretionary Funding Allocation Policy
as approved January 10, 2012

DISCRETIONARY FUNDING POLICY

In August 2009, Westchester County entered into a Stipulation and Order of Settlement and Dismissal in *U.S. ex rel. Anti-Discrimination Center of Metro New York v. Westchester County, New York* (the "Settlement Agreement"). Beginning on March 1, 2012, the grant of discretionary intermunicipal funding, including but not limited to County Open Space funds and CDBG funding, ("Discretionary Funding") to municipalities eligible under the Settlement Agreement ("Recipient Eligible Municipalities") shall be conditioned, as appropriate, upon the Recipient Eligible Municipality's commitment to affirmatively further fair housing within its borders. This policy does not apply to municipalities in Westchester County other than the Recipient Eligible Municipalities.

Each Recipient Eligible Municipality shall be required to commit to the County, in writing, that it is in compliance with the following terms and conditions in connection with its commitment to affirmatively further fair housing:

- (a) Recipient Eligible Municipality has adopted municipal zoning code provisions and/or policies which reflect the guidance provided in the Model Ordinance Provisions approved pursuant to the Settlement Agreement and demonstrate a commitment by the Recipient Eligible Municipality to affirmatively further fair housing, including a ban on local residency requirements and preferences and other selection preferences that do not affirmatively further fair housing, except to the extent provided in the Model Ordinance Provisions;
- (b) Recipient Eligible Municipality will offer the County a Right of First Refusal to retain and/or purchase any and all land acquired in rem to be used for housing that affirmatively furthers fair housing; and
- (c) Recipient Eligible Municipality will actively further implementation of the Settlement Agreement through its land use regulations and other affirmative measures to assist the development of affordable housing.

Such commitments by Recipient Eligible Municipality shall be stated in the funding agreement between the County and the Recipient Eligible Municipality.

The funding agreement will also provide that housing units that affirmatively further fair housing must be marketed in accordance with Westchester County's Affirmative Fair Housing Marketing Plan approved pursuant to the Settlement Agreement, throughout the period of affordability.

Applications for Discretionary Funding submitted by non-municipal entities will be reviewed to determine whether or not such entity is acting as an agent of a municipality for purposes of the project for which funding is sought. If such entity is deemed to be acting in the capacity of agent for a municipality, the application will be subject to a review of the agent-municipality's compliance with the policy of affirmatively furthering fair housing stated above. The determination as to whether an agency relationship exists will be based on the principles of law relating to agency relationships in New York State, and the fact that the non-municipal entity/applicant may be required by local municipal codes to obtain municipal approvals or abide by municipal processes for such approvals in connection with such application will not be determinative of the agency relationship. Westchester County will provide notice of all non-municipal applications for funding to the local municipality in which the funding is proposed to be spent.

The County's audit rights under any grant of or funding agreement for Discretionary Funding will extend to all documents, reports, and records which relate to the Recipient Eligible Municipality's commitment to affirmatively further fair housing as described herein. Should Recipient Eligible Municipality fail to abide by any of the above conditions, Recipient Eligible Municipality will be obliged, upon thirty (30) days written notice by the County, to refund any Discretionary Funding paid to the Recipient Eligible Municipality.

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**SCHEDULE "D"
TERMS OF PARK OPERATION**

**SCHEDULE "E"
COPIES OF COUNTY AUTHORIZATION (ACT)**

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