

# Parks & Environment Meeting Agenda



Committee Chair: David Tubiolo

800 Michaelian Office Bldg.  
148 Martine Avenue, 8th Floor  
White Plains, NY 10601  
[www.westchesterlegislators.com](http://www.westchesterlegislators.com)

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**Wednesday, July 30, 2025**

**11:00 AM**

**Committee Room**

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## 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. [2025-304](#) **ACT-Changing Name of Lasdon Park, Arboretum and Veterans Memorial to Lasdon Public Gardens and Veterans Memorial**

AN ACT changing the name of Lasdon Park, Arboretum and Veterans Memorial to "Lasdon Public Gardens and Veterans Memorial".

**COMMITTEE REFERRAL: COMMITTEE ON PARKS & ENVIRONMENT**

P&E Only.

Guests: Department of Parks, Recreation & Conservation.

Commissioner Kathleen O'Connor

First Deputy Commissioner Peter Tartaglia

Director of Development II Rob Lopane

2.     [2025-324](#)     **BOND ACT(Amended)-RPA04-General Infrastructure Pathways and Trails II**

A BOND ACT (Amended) authorizing the issuance of additional bonds of Westchester County in the amount of ONE MILLION, SEVEN HUNDRED SEVENTY THOUSAND (\$1,770,000) DOLLARS to finance Capital Project RPA04 - General Infrastructure Pathways and Trails II.

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

Joint with B&A and PWT.

Guests: Department of Parks, Recreation & Conservation.

Commissioner Kathleen O'Connor

First Deputy Commissioner Peter Tartaglia

Director of Development II Rob Lopane

3.     [2025-329](#)     **BOND ACT-BLA1A-2914-Parkland and Historical Preservation Program**

A BOND ACT authorizing the issuance of ONE MILLION, TWENTY-FIVE THOUSAND (\$1,025,000) DOLLARS in bonds of Westchester County to finance Capital Project BLA 1A - Parkland and Historical Preservation Program.

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

Joint with B&A and PWT.

Guests: Planning Department

Chief Planner Susan Darling

Associate Planner Michael Lipkin

4.     [2025-330](#)     **IMA-Waterfront and Downtown Revitalization-BLA1A-2914-Port Chester**

AN ACT authorizing the County of Westchester to enter into an intermunicipal agreement with the Village of Port Chester in connection with making certain waterfront and downtown revitalization improvements in the Village of Port Chester.

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

Joint with B&A and PWT.

Guests: Planning Department

Chief Planner Susan Darling

Associate Planner Michael Lipkin

## II. OTHER BUSINESS

## III. RECEIVE & FILE

## ADJOURNMENT



**Kenneth W. Jenkins**  
County Executive

July 9, 2025

Westchester County Board of Legislators  
Michaelian Office Building  
148 Martine Avenue, 8<sup>th</sup> Floor  
White Plains, New York 10601

Dear Honorable Members of the Board:

I respectfully request that your Honorable Board adopt the attached Act, formally “changing the name of Lasdon Park, Arboretum and Veterans Memorial to ‘Lasdon Public Gardens and Veterans Memorial.’”

Lasdon Park, Arboretum and Veterans Memorial is a 234-acre County property that consists of woodlands, open grass meadows, and gardens that display flower and shrub specimens from all over the world. The park inspires connections to horticulture, plants, and the beauty of nature with designed collections, educational programs, and exhibits in its Glass House Conservatory. The park is also home to a museum honoring Westchester County’s veterans.

Lasdon Park is an institutional member of the American Public Gardens Association, which champions and advances nearly 600 public gardens in North America and internationally by advocating for the innovation, conservation, and appreciation of plants. The park additionally holds memberships to the American Horticultural Society Reciprocal Garden Network, the Philadelphia Horticultural Society, the New York State Turf and Landscape Association, and the Metro Hort Group. It also serves as the headquarters for the 9th District Federated Garden Club of New York State.

Given these affiliations, and to better capture the spirit and purpose of the park and its programs, Westchester County Parks and Recreation Department (“Parks Department”), the Friends of Lasdon Park & Arboretum (“FLP”), and the Lasdon family have jointly proposed that the park’s name be officially changed from “Lasdon Park, Arboretum and Veterans Memorial” to “Lasdon Public Gardens and Veterans Memorial.”

The term “arboretum”—currently in the park’s official name—is generally defined as a place where trees, shrubs, and plants are cultivated for scientific and educational purposes. The Parks Department, FLP, and the Lasdon family all agree that the term “public gardens,” as opposed to arboretum, more closely aligns with park’s identity as a space with numerous gardens open to the public for education and enjoyment, as well as a place that provides resources for scientific research and conservation. The proposed new name more aptly describes the park’s beauty, function, and invitation to the community, and it is consistent with other conservation parklands in the County, such as the Alfred B. DelBello Muscoot Farm, Marshlands Conservancy, and Cranberry Lake Preserve.

This request to rename and rebrand the park comes at a time when significant County capital project funding has recently restored the Main House at the park; an upcoming site work project

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Telephone: (914) 995-2900



will also enhance and create new pathways at the park, and upgrade park facilities. Visitation continues to grow at the park for exhibitions, plant sales, and public programs.

As partners of the County's public horticultural center, should the name change be approved, FLP and the Lasdon family are committed to collaborating with the Parks Department in what will be a rebranding effort for the park. This effort will include education and planned continued fundraising to support annual programming and capital expenses.

In light of the aforementioned, I respectfully urge that your Honorable Board adopt the attached Act.

Sincerely,



KENNETH W. JENKINS  
County Executive

KWJ/nn  
Enclosure

TO: HONORABLE BOARD OF LEGISLATORS  
COUNTY OF WESTCHESTER

Your Committee has reviewed the attached “Act changing the name of Lasdon Park, Arboretum and Veterans Memorial to ‘Lasdon Public Gardens and Veterans Memorial.’”

Your Committee is aware that Lasdon Park, Arboretum and Veterans Memorial is a 234-acre County property that consists of woodlands, open grass meadows, and gardens that display flower and shrub specimens from all over the world. The park inspires connections to horticulture, plants, and the beauty of nature with designed collections, educational programs, and exhibits in its Glass House Conservatory. The park is also home to a museum honoring Westchester County’s veterans.

Your Committee also understands that Lasdon Park is an institutional member of the American Public Gardens Association, which champions and advances nearly 600 public gardens in North America and internationally by advocating for the innovation, conservation, and appreciation of plants. The park additionally holds memberships to the American Horticultural Society Reciprocal Garden Network, the Philadelphia Horticultural Society, the New York State Turf and Landscape Association, and the Metro Hort Group. It also serves as the headquarters for the 9th District Federated Garden Club of New York State.

Your Committee has been informed that, given these affiliations, and to better capture the spirit and purpose of the park and its programs, Westchester County Parks and Recreation Department (“Parks Department”), the Friends of Lasdon Park & Arboretum (“FLP”), and the Lasdon family have jointly proposed that the park’s name be officially changed from “Lasdon Park, Arboretum and Veterans Memorial” to “Lasdon Public Gardens and Veterans Memorial.”

Your Committee acknowledges that the term “arboretum”—currently in the park’s official name—is generally defined as a place where trees, shrubs, and plants are cultivated for scientific and educational purposes. Your Committee notes that the Parks Department, FLP, and the Lasdon family all agree that the term “public gardens,” as opposed to arboretum, more closely aligns with park’s identity as a space with numerous gardens open to the public for education and enjoyment, as well as a place that provides resources for scientific research and conservation. The proposed new name more aptly describes the park’s beauty, function, and invitation to the community, and it is consistent with other conservation parklands in the County, such as the Alfred B. DelBello Muscoot Farm, Marshlands Conservancy, and Cranberry Lake Preserve.

Your Committee recognizes that the request to rename and rebrand the park comes at a time when significant County capital project funding has recently restored the Main House at the park; an upcoming site work project will also enhance and create new pathways at the park, and upgrade park facilities. Visitation continues to grow at the park for exhibitions, plant sales, and public programs.

Your Committee also appreciates that, as partners of the County’s public horticultural center, should the name change be approved, FLP and the Lasdon family are committed to collaborating with the Parks Department in what will be a rebranding effort for the park. This effort will include education and planned continued fundraising to support annual programming and capital expenses.

As you know, this Honorable Board must comply with the requirements of the State Environmental Quality Review Act (“SEQRA”). The proposed act does not meet the definition

of an action under New York State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617. Please refer to the memorandum from the Department of Planning dated January 14, 2025, which is on file with the Clerk of the Board of Legislators.

Your Committee, after careful consideration, recommends the adoption of this Act, changing the name of Lasdon Park, Arboretum and Veterans Memorial to “Lasdon Public Gardens and Veterans Memorial.”

Dated: \_\_\_\_\_, 2025

White Plains, New York

COMMITTEE ON

# FISCAL IMPACT STATEMENT

SUBJECT: Name change of Lasdon Park

☒ 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: N/A - No funding required

Potential Related Operating Budget Expenses:

Annual Amount N/A

Describe: Changing the name of Lasdon Park, Aboretum and Veterans Memorial to Lasdon Public Gardens and Veterans Memorial.

Potential Related Operating Budget Revenues:

Annual Amount N/A

Describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Current Year: \_\_\_\_\_  
\_\_\_\_\_

Next Four Years: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Prepared by: Li-Li Ng

Title: Budget Analyst

Department: Department of Budget

Date: July 9, 2025

CD 7/9/25  
RW 7/9/25  
Reviewed By:

Budget Director

Date: 7/9/25

An Act changing the name  
of Lasdon Park, Arboretum  
and Veterans Memorial to  
“Lasdon Public Gardens and  
Veterans Memorial”

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

**Section 1.** The “Lasdon Park, Arboretum and Veterans Memorial,” a 234-acre park situated off Route 35 in Somers, and bounded on the south and east by New York City watershed property, the Amawalk River and Muscoot Farm, and on the west by the Mildred D. Lasdon Bird and Nature Sanctuary, shall be and hereby is named “Lasdon Public Gardens and Veterans Memorial.”

**Section 2.** This Act shall take effect immediately.





**Kenneth W. Jenkins**  
County Executive

July 11, 2025

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

Dear Members of the Board of Legislators:

Transmitted herewith for your review and approval is an amended bond act (the "Amended Bond Act") which, if adopted, would authorize the County of Westchester ("County") to issue additional bonds in the amount of \$1,770,000 to finance the following capital project:

RPA04 – General Infrastructure Pathways and Trails II ("RPA04").

The Amended Bond Act, in the total amount of \$2,100,000, would finance the cost of construction and construction management associated with the reconstruction of the existing boardwalk and other railway improvements along the Briarcliff-Peekskill Trailway.

The Department of Parks, Recreation and Conservation ("Department") has advised that the existing boardwalk crossing over Furnace Brook Stream was damaged during recent flood events and has since fallen into disrepair. Reconstructing this segment of the trailway has become critically important to ensure that local County residents can continue to safely access and enjoy this recreational facility.

Design is currently underway using in-house design staff and is expected to be completed by the end of the third quarter of this year. It is anticipated that construction will take approximately twelve months to complete and will begin after award and execution of the construction contracts.

It should be noted that your Honorable Board has previously authorized the County to issue bonds for RPA04 as follows: Bond Act No. 126 - 2024 in the amount of \$330,000, to finance the cost of design and construction management associated with the reconstruction of the existing boardwalk and other railway improvements along the Briarcliff-Peekskill Trailway. No bonds have been issued under Bond Act No. 126 - 2024.

Accordingly, it is now requested to amend Bond Act No. 126 - 2024 to increase the initial amount authorized thereunder by \$1,770,000, for a total authorized amount, as amended, of \$2,100,000, to expand the scope of services to include construction and construction management associated with the reconstruction of the existing boardwalk and other railway improvements along the Briarcliff-Peekskill Trailway.

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

Telephone: (914)995-2900

E-mail: [ceo@westchestercountyny.gov](mailto:ceo@westchestercountyny.gov)

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

Sincerely,

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

Kenneth W. Jenkins  
Westchester County Executive  
KWJ/HJG/emc/nn

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

Your Committee is in receipt of a transmittal from the County Executive recommending approval by the County of Westchester (“County”) of an amended bond act (the “Amended Bond Act”), in the total amount of \$2,100,000, to finance capital project General Infrastructure Pathways and Trails II (“RPA04”). The Bond Act, which was prepared by the law firm Hawkins Delafield & Wood LLC, will finance the cost of construction and construction management associated with the reconstruction of the existing boardwalk and other railway improvements along the Briarcliff-Peekskill Trailway.

The Department of Parks, Recreation and Conservation (“Department”) has advised that the existing boardwalk crossing over Furnace Brook Stream was damaged during recent flood events and has since fallen into disrepair. Reconstructing this segment of the trailway has become critically important to ensure that local County residents can continue to safely access and enjoy this recreational facility.

Design is currently underway using in-house design staff and is expected to be completed by the end of the third quarter of this year. It is anticipated that construction will take approximately twelve months to complete and will begin after award and execution of the construction contracts.

Your Committee notes that your Honorable Board has previously authorized the County to issue bonds for RPA04 as follows: Bond Act No. 126 - 2024 in the amount of \$330,000, to finance the cost of design and construction management associated with the reconstruction of the existing boardwalk and other railway improvements along the Briarcliff-Peekskill Trailway. No bonds have been issued under Bond Act No. 126 - 2024.

Accordingly, it is now requested to amend Bond Act No. 126 - 2024 to increase the initial amount authorized thereunder by \$1,770,000, for a total authorized amount, as amended, of \$2,100,000, to expand the scope of services to include construction and construction management associated with the reconstruction of the existing boardwalk and other railway improvements along the Briarcliff-Peekskill Trailway.

The Department of Planning has advised your Committee that based on its review, the authorization of the proposed capital project 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.

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 Amended Bond Act. Your Committee recommends the adoption of the proposed Amended Bond Act.

Dated: \_\_\_\_\_, 20\_\_\_\_.  
White Plains, New York

**COMMITTEE ON**

c/cmc/07.09.2025

# FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: RPA04

☐ 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 \$ 2,100,000 PPU 15 Anticipated Interest Rate 3.55%

Anticipated Annual Cost (Principal and Interest): \$ 184,552

Total Debt Service (Annual Cost x Term): \$ 2,768,280

Finance Department: Interest rates from Munistat Services 7/16/25 - 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: 23

Prepared by: Dianne Vanadia

Title: Associate Budget Director

Department: Budget

Date: 7/16/25


Reviewed By: 

Budget Director

Date: 7/16/25



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

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

DATE: July 10, 2025

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT:  
RPA04 GENERAL INFRASTRUCTURE PATHWAYS AND TRAILS II**

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**PROJECT/ACTION:** Per Capital Project Fact Sheet as approved by the Planning Department on  
06-24-2025 (Unique ID: 2983)

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.

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**COMMENTS:** Aside from the boardwalk reconstruction, other trailway improvements that may be funded under this project will be limited to rehabilitation of existing paths, restoration work, or minor improvements like the provision of signage or safety measures as needed.

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  
Dianne Vanadia, Associate Budget Director  
Robert Lopane, Director of Program Development – PRC Planning  
Susan Darling, Chief Planner  
Michael Lipkin, Associate Planner  
Claudia Maxwell, Principal Environmental Planner



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

BOND ACT OF THE COUNTY OF WESTCHESTER, NEW YORK, AMENDING THE BOND ACT ADOPTED JUNE 17, 2024, IN RELATION TO IMPROVEMENTS ALONG THE BRIARCLIFF-PEEKSKILL TRAILWAY, AT THE MAXIMUM ESTIMATED COST OF \$2,100,000. (Adopted \_\_\_\_\_, 20\_\_\_\_\_).

WHEREAS, this Board has heretofore duly authorized the issuance of \$330,000 bonds to finance the cost of preparation of surveys, preliminary and detailed plans, specifications and estimates necessary for planning and construction management of improvements along the Briarcliff-Peekskill Trailway, pursuant to Act No. 126-2024 duly adopted on June 17, 2024; and

WHEREAS, it is now appropriate to authorize such improvements, and it is necessary to increase the amount of bonds to be issued and the appropriation for such project for the estimated cost of such improvement;

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

**Section (A).** The bond act duly adopted by this Board on June 17, 2024, entitled:

“ACT NO. 126-2024

BOND ACT AUTHORIZING THE ISSUANCE OF \$330,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE

COST OF PREPARATION OF SURVEYS, PRELIMINARY AND DETAILED PLANS, SPECIFICATIONS AND ESTIMATES NECESSARY FOR PLANNING AND CONSTRUCTION MANAGEMENT OF IMPROVEMENTS ALONG THE BRIARCLIFF-PEEKSKILL TRAILWAY, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$330,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$330,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS.”

is hereby amended to read as follows:

BOND ACT AUTHORIZING THE ISSUANCE OF \$2,100,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE CONSTRUCTION AND CONSTRUCTION MANAGEMENT OF IMPROVEMENTS ALONG THE BRIARCLIFF-PEEKSKILL TRAILWAY, INCLUDING THE PREPARATION OF PRELIMINARY PLANS AND SPECIFICATIONS, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$2,100,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$2,100,000 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; \$2,100,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the construction and construction management of the reconstruction of the existing boardwalk and other trailway improvements along the Briarcliff-Peekskill Trailway, including the preparation of preliminary plans and specifications, all as set forth in the County's Current Year Capital Budget, as amended. To the extent that the details set forth in this act are inconsistent with any details set forth in the Current Year Capital Budget of the County, such Budget shall be deemed and is hereby amended. The estimated maximum cost of said specific object or purpose, including preliminary costs and costs incidental thereto and the financing thereof is \$2,100,000. The plan of financing includes the issuance of \$2,100,000 bonds herein authorized; and any bond anticipation notes issued in anticipation of the sale of such bonds and the levy of a tax to pay the principal of and interest on said bonds and notes.

Section 2. The period of probable usefulness of 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 \$2,100,000. 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 \$2,100,000 as the estimated maximum cost of the aforesaid specific object or purpose is hereby approved.

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

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

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

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

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

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

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

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

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

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

\* \* \*

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

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

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

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



## LEGAL NOTICE

A Bond Act, a summary of which is published herewith, has been adopted by the Board of Legislators on June 17, 2024 and amended on \_\_\_\_\_, 20\_\_\_\_ and approved, as amended, by the County Executive on \_\_\_\_\_, 20\_\_\_\_ and the validity of the obligations authorized by such Bond Act may be hereafter contested only if such obligations were authorized for an object or purpose for which the County of Westchester, in the State of New York, is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this Notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the publication of this Notice, or such obligations were authorized in violation of the provisions of the Constitution.

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

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

BOND ACT AUTHORIZING THE ISSUANCE OF \$2,100,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE CONSTRUCTION AND CONSTRUCTION MANAGEMENT OF IMPROVEMENTS ALONG THE BRIARCLIFF-PEEKSKILL TRAILWAY, INCLUDING THE PREPARATION OF PRELIMINARY PLANS AND SPECIFICATIONS, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$2,100,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$2,100,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (adopted on June 17, 2024 and amended on \_\_\_\_\_, 20\_\_\_\_)

object or purpose: to finance the construction and construction management of the reconstruction of the existing boardwalk and other railway improvements along the Briarcliff-Peekskill Trailway, including the preparation of preliminary plans and specifications, all as set forth in the County's Current Year Capital Budget, as amended.

amount of obligations to be issued:

and period of probable usefulness: \$2,100,000; fifteen (15) years

Dated: \_\_\_\_\_, 20\_\_\_\_  
White Plains, New York

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



## CAPITAL PROJECT FACT SHEET

<b>Project ID:*</b> RPA04	<input type="checkbox"/> CBA	<b>Fact Sheet Date:*</b> 06-16-2025
<b>Fact Sheet Year:*</b> 2025	<b>Project Title:*</b> GENERAL INFRASTRUCTURE PATHWAYS AND TRAILS II	<b>Legislative District ID:</b> 1, 9,
<b>Category*</b> RECREATION FACILITIES	<b>Department:*</b> PARKS, RECREATION & CONSERVATION	<b>CP Unique ID:</b> 2983

### Overall Project Description

This project funds the repairs and rehabilitation to the County parks trail system in various locations throughout the County including the Briarcliff-Peekskill, Hutchinson River, Twin Lakes, Nature Study Woods, Playland Parkway, and other pathways and trails. The work will include grading and drainage, surface material, footbridges and boardwalks, site furniture, signage, fencing and barrier rails, landscaping, pavement markings and other related site work.

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

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

	Estimated Ultimate Total Cost	Appropriated	2025	2026	2027	2028	2029	Under Review
<b>Gross</b>	2,100	330	1,770	0	0	0	0	0
<b>Less Non-County Shares</b>	0	0	0	0	0	0	0	0
<b>Net</b>	2,100	330	1,770	0	0	0	0	0

**Expended/Obligated Amount (in thousands) as of :** 62

**Current Bond Description:** This Project will fund construction and construction management associated with the reconstruction of the existing boardwalk and other trailway improvements along the Briarcliff-Peekskill Trailway.

#### Financing Plan for Current Request:

Non-County Shares:	\$ 0
Bonds/Notes:	1,770,000
Cash:	0
<b>Total:</b>	<b>\$ 1,770,000</b>

**SEQR Classification:**  
 TYPE II

**Amount Requested:**  
 1,770,000

#### Expected Design Work Provider:

- |                                       |                                     |   |
|---------------------------------------|-------------------------------------|---|
| <input type="checkbox"/> County Staff | <input type="checkbox"/> Consultant | <input type="checkbox"/> Not Applicable |
|---------------------------------------|-------------------------------------|---|

#### Comments:

#### Energy Efficiencies:

**Appropriation History:**

Year	Amount	Description
2024	330,000	DESIGN AND CONSTRUCTION MANAGEMENT FOR THE RECONSTRUCTION OF A BROADWALK AND OTHER TRAILWAY IMPROVEMENTS ALONG THE BRIARCLIFF-PEEKSKILL TRAILWAY.
2025	1,770,000	FUNDS THE RECONSTRUCTION OF A BOARDWALK AND OTHER TRAILWAY IMPROVEMENTS ALONG THE BRIARCLIFF-PEEKSKILL TRAILWAY.

**Total Appropriation History:**

2,100,000

**Financing History:**

Year	Bond Act #	Amount	Issued	Description
24	126	330,000	0	

**Total Financing History:**

330,000

**Recommended By:**

**Department of Planning**  
SEDR

**Date**  
06-24-2025

**Department of Public Works**  
RJB4

**Date**  
06-24-2025

**Budget Department**  
DEV9

**Date**  
06-25-2025

**Requesting Department**  
RCL3

**Date**  
07-02-2025

## GENERAL INFRASTRUCTURE PATHWAYS AND TRAILS II ( RPA04 )

**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	2025	2026	2027	2028	2029	Under Review
Gross	2,100	330	59	1,770					
Non County Share									
Total	2,100	330	59	1,770					

### **Project Description**

This project funds the repairs and rehabilitation to the County parks trail system in various locations throughout the County including the Briarcliff-Peekskill, Hutchinson River, Twin Lakes, Nature Study Woods, Playland Parkway, and other pathways and trails. The work will include grading and drainage, surface material, footbridges and boardwalks, site furniture, signage, fencing and barrier rails, landscaping, pavement markings and other related site work.

### **Current Year Description**

The current year request funds the reconstruction of a boardwalk and other trailway improvements along the Briarcliff-Peekskill Trailway.

### **Current Year Financing Plan**

Year	Bonds	Cash	Non County Shares	Total
2025	1,770,000			1,770,000

### **Impact on Operating Budget**

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

### **Appropriation History**

Year	Amount	Description	Status
2024	330,000	Design and construction management for the reconstruction of a boardwalk and other trailway improvements along the Briarcliff-Peekskill Trailway.	DESIGN
Total	330,000		

### **Prior Appropriations**


	Appropriated	Collected	Uncollected
Bond Proceeds	330,000		330,000
Total	330,000		330,000

### **Bonds Authorized**

Bond Act	Amount	Date Sold	Amount Sold	Balance
125 24	330,000			330,000
Total	330,000			330,000

July 21, 2025

TO: Hon. Vedat Gashi, Chair  
Hon. Jose Alvarado, Vice Chair  
Hon. Tyrae Woodson-Samuels, Majority Leader  
Hon. Margaret Cunzio, Minority Leader

FROM: Kenneth W. Jenkins  
County Executive 

RE: Message Requesting Immediate Consideration: **Bond Act – BLA1A (2914) – Parkland and Historical Preservation Program, and IMA with Village of Port Chester.**

---

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 21, 2025 Agenda.

Attached for your consideration and approval is legislation, as referenced above.

Therefore, since this communication is of the utmost importance, it is respectfully submitted that the County Board of Legislators accepts this submission for July 21, 2025 “blue sheet” calendar.

Thank you for your prompt attention to this matter.





Kenneth W. Jenkins  
County Executive

July 17, 2025

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

Dear Honorable Members of the Board of Legislators:

Transmitted herewith for your review and approval is a bond act (the "Bond Act") which, if adopted by your Honorable Board, would authorize the County of Westchester (the "County") to issue up to \$1,025,000 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 Village of Port Chester (the "Village").

The Bond Act, in the amount of \$1,025,000, would finance certain waterfront and downtown revitalization improvements in the Village of Port Chester through the completion of the Loop initiative, as well the County's Department of Planning administrative expenses in an amount not-to-exceed \$25,000. This initiative involves the reconstruction of the waterfront promenade and wayfinding signage, and the enhancement of waterfront and downtown landscaping and lighting (the "Project") on property owned by the Village (collectively, the Property"), which will enhance walkability and connect the Village's business district to the Village's waterfront.

The IMA will set forth the responsibilities of the County and the Village in connection with the project. Under the proposed IMA, the Village will grant an easement in the Property for the benefit of the County in order to facilitate the issuance of County bonds to finance the capital project's construction and administrative costs of the improvements. In accordance with the IMA, the County will contribute an amount not to exceed \$1,000,000 toward the aforementioned improvements, in exchange for the Property being open to all County residents. Should the Project costs exceed the amount of \$1,000,000 contributed by the County, the Village shall be solely responsible for any additional amount. Following construction, the Village will be responsible for the operation, maintenance, scheduling and security of the Property at its expense. 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 six (6) months to complete. It is anticipated that the design work will be completed by a consultant to be engaged by the Village. It is also estimated that construction will take thirty (30) months to complete and will begin after award and execution of the construction contracts.

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

Telephone: (914)995-2900

E-mail: [ceo@westchestercountyny.gov](mailto:ceo@westchestercountyny.gov)

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.

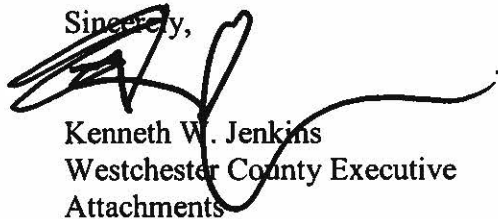
It should be noted that your Honorable Board has previously authorized the County to issue bonds to finance prior components of BLA1A as set forth in the attached fact sheet.

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 2025 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,

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

Kenneth W. Jenkins  
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 \$1,025,000 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 Village of Port Chester “Village”).

Your Committee is advised that the Bond Act, in the amount of \$1,025,000, prepared by the law firm of Hawkins Delafield & Wood LLP, would finance certain waterfront and downtown revitalization improvements in the Village of Port Chester through the completion of the Loop initiative, as well as the County’s Department of Planning administrative expenses in an amount not-to-exceed \$25,000. This initiative involves the reconstruction of the waterfront promenade and wayfinding signage, and the enhancement of waterfront and downtown landscaping and lighting (the “Project”) on property owned by the Village (collectively, the Property”), which will enhance walkability and connect the Village’s business district to the Village’s waterfront.

The IMA will set forth the responsibilities of the County and the Village in connection with the project. Under the proposed IMA, the Village will grant an easement in the Property for the benefit of the County in order to facilitate the issuance of County bonds to finance the capital project’s construction and administrative costs of the improvements. In accordance with the IMA, the County will contribute an amount not to exceed \$1,000,000 toward the aforementioned improvements, in exchange for the Property being open to all County residents. Should the Project costs exceed the amount of \$1,000,000 contributed by the County, the Village shall be solely responsible for any additional amount. Following construction, the Village will be responsible for the operation, maintenance, scheduling and security of the Property at its expense. 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 six (6) months to complete. It is anticipated that the design work will be completed by a consultant to be engaged by the Village. It is also estimated that construction will take thirty (30) 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 to finance 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: \_\_\_\_\_, 2025

White Plains, New York

**COMMITTEE ON**

s/CMC/0-7 15 2025



# 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

Village of Portchester Loop Initiative

## SECTION B - BONDING AUTHORIZATIONS

To Be Completed by Finance

Total Principal \$ 1,025,000 PPU 15 Anticipated Interest Rate 3.55%

Anticipated Annual Cost (Principal and Interest): \$ 89,749

Total Debt Service (Annual Cost x Term): \$ 1,346,235

Finance Department: Interest rates from Munistat Services 7/18/25 - 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:

Prepared by: Susan Darling

Title: Chief Planner

Department: Planning

Date: 7/18/25

Reviewed By:


7/18/25 DV

  
Budget Director

Date:

7/18/25

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

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

DATE: May 22, 2025

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT:  
BLA1A PARKLAND AND HISTORICAL PRESERVATION PROGRAM  
(Port Chester Loop/Waterfront Promenade)**

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**PROJECT/ACTION:** Per Capital Project Fact Sheet as approved by the Planning Department on  
04-16-2025 (Unique ID: 2914)

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;
- **617.5(c)(9):** construction or expansion of a primary or accessory/appurtenant, nonresidential structure or facility involving less than 4,000 square feet of gross floor area and not involving a change in zoning or a use variance and consistent with local land use controls, but not radio communication or microwave transmission facilities.

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**COMMENTS:** None.

DSK/cnm

cc: Andrew Ferris, Chief of Staff  
Paula Friedman, Assistant to the County Executive  
Lawrence Soule, Budget Director  
Tami Altschiller, Assistant Chief Deputy County Attorney  
Blanca P. Lopez, Commissioner of Planning  
Dianne Vanadia, Associate Budget Director  
Susan Darling, Chief Planner  
Michael Lipkin, Associate Planner  
Claudia Maxwell, Principal Environmental Planner

## BLA1A Parkland and Historical Preservation Program

### *Waterfront Promenade Improvements, Village of Port Chester*

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

	Estimated Ultimate Total Cost	Approp- riated	2025	2026	2027	2028	2029	Under Review
<b>Gross</b>	42,777	37,727						5,000
<b>Less non-County Shares</b>								
<b>Net</b>	42,777	37,727						5,000

#### Project Description

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

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

BLA1A Parkland and Historical Preservation Program is a general fund capital program which require a capital budget amendment when specific project site locations are identified.

The *Waterfront Promenade Improvements* project will utilize a share funding from previously appropriated funds in **BLA1A Parkland and Historical Preservation Program** for the construction of site work improvements to a create waterfront promenade in the Village of Port Chester, in the amount of \$1,025,000. The Waterfront Promenade and Loop will be available for use by all county residents. The project will contribute towards creation of a uniform circular path from the Port Chester waterfront, through the downtown business district, to the secondary retail area, past the Metro North train station and Capitol Theatre, down to Liberty Square, and back to the waterfront. The funding will be used for a share of the costs of implementing the pathway, which may include improvements to sidewalks, plantings, and lighting.

#### Appropriations/Requests

2020:	Funding for acquisition of properties for parkland and historic preservation (\$1,000,000)
2021:	Creation of a new park in Ludlow Park, Yonkers (\$10,000,000); 4 <sup>th</sup> Street Playground, Mt. Vernon (\$2,000,000); RiverWalk Improvements, Yonkers (\$5,000,000)
2022:	Funding for environmental reviews for the design and construction of RiverWalk trail connections in Tarrytown (\$1,300,000)
2023:	Funding for a True Linear RiverWalk Park in Yonkers (\$5,000,000) and Flint Park Turf Field, Larchmont (\$1,000,000), Habirshaw County Park (2020 appropriations)
2024:	\$1,000,000 for Improvements to RiverWalk in Tarrytown. BOL add of \$2,000,000 for Silliman Park in Ardsley, BOL add of \$427,000 for Rye Town Interior Bathhouse, \$500,000 was added for general purposes and cost inflation
2025:	\$2,000,000 for the construction and CM of the Habirshaw County Park; \$3,000,000 for the construction and CM of improvements to RiverWalk in the Village of Tarrytown; \$100,000 for the acquisition of 311 Welcher Avenue, City of Peekskill from previously appropriated funds; BOL add of \$3,000,000 for Mount Vernon 4 <sup>th</sup> Street Park Legacy Project; BOL add of \$2,550,000 for Ward House Purchase and Restoration, Village of Tuckahoe
Under Review:	\$5,000,000 additional funding for parkland preservation



## Justification

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

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

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

## Consistency With Programs or Plans

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

## Planning Board Analysis

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

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

08

**RESOLUTION 25-**  
**WESTCHESTER COUNTY PLANNING BOARD**

**BLA1A Parkland and Historical Preservation Program**  
**Port Chester Waterfront Promenade**  
**Capital Budget Amendment to the 2025 Capital Program**

**WHEREAS, BLA1A Parkland and Historical Preservation Program** funds will be used for a share of the construction of site work improvements to a create waterfront promenade in the Village of Port Chester, for use by all county residents, in the amount of \$1,025,000; and

**WHEREAS,** the County Planning Board is required to review all site designations utilizing funds from the capital program **BLA1A Parkland and Historical Preservation Program**; and

**WHEREAS,** this improvement project will contribute toward the creation of a uniform circular path from the Port Chester waterfront, through the downtown business district, to the secondary retail area, past the MTA's train station and Capital Theatre, down to Liberty Square, and back to the waterfront; and

**WHEREAS,** funds from **BLA1A Parkland and Historical Preservation Program** will be used for a share of the costs of implementing the pathway, which may include improvements to sidewalks, plantings, and lighting; and

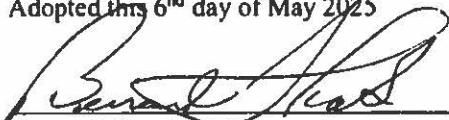
**WHEREAS,** the promenade will be open and accessible to all Westchester County residents; and

**WHEREAS,** the County Executive will submit legislation to the County Board of Legislators which would authorize an amendment adding this site to the 2025 Capital Budget requests utilizing appropriated funds in **BLA1A Parkland and Historical Preservation Program**; and

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

**RESOLVED,** that the County Planning Board, pursuant to Section 167.131 of the County Charter, amends its report on the 2025 Capital Budget to use of \$1,025,000 from already appropriated funds from **BLA1A Parkland and Historical Preservation Program** for a share of the construction and administrative costs of improvements to create a riverfront promenade in the Village of Port Chester.

Adopted this 6<sup>th</sup> day of May 2025

  
Bernard Thombs, Chair

ACT NO. -20\_\_

BOND ACT AUTHORIZING THE ISSUANCE OF \$1,025,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE CONSTRUCTION OF WATERFRONT AND DOWNTOWN IMPROVEMENTS IN THE VILLAGE OF PORT CHESTER UNDER THE WESTCHESTER LEGACY PROGRAM; STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$1,025,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$1,025,000 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, \$1,025,000 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 waterfront and downtown improvements in the Village of Port Chester under the Westchester Legacy program, through the completion of The Loop initiative, including reconstruction of the waterfront promenade and wayfinding signage, and the enhancement of waterfront and downtown landscaping, all as set forth in the County's Current Year Capital Budget, as amended, pursuant to an inter-

municipal agreement between the County and the Village of Port Chester. 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 \$1,025,000. The plan of financing includes the issuance of \$1,025,000 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 \$1,025,000. 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 \$1,025,000 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 \$1,025,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE CONSTRUCTION OF WATERFRONT AND DOWNTOWN IMPROVEMENTS IN THE VILLAGE OF PORT CHESTER UNDER THE WESTCHESTER LEGACY PROGRAM; STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$1,025,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$1,025,000 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 waterfront and downtown improvements in the Village of Port Chester under the Westchester Legacy Program, through the completion of The Loop initiative, including reconstruction of the waterfront promenade and wayfinding signage, and the enhancement of waterfront and downtown landscaping, all as set forth in the County's Current Year Capital Budget, as amended, pursuant to an inter-municipal agreement between the County and the Village of Port Chester

amount of obligations to be issued:

and period of probable usefulness: \$1,025,000; fifteen (15) years

Dated: \_\_\_\_\_, 20\_\_  
White Plains, New York

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

## CAPITAL PROJECT FACT SHEET

<b>Project ID:*</b> BLA1A  <b>Fact Sheet Year:*</b> 2025  <b>Category*</b> BUILDINGS, LAND & MISCELLANEOUS	<input checked="" type="checkbox"/> <b>CBA</b>  <b>Project Title:*</b> PARKLAND AND HISTORICAL PRESERVATION PROGRAM  <b>Department:*</b> PLANNING	<b>Fact Sheet Date:*</b> 04-01-2025  <b>Legislative District ID:</b> 6  <b>CP Unique ID:</b> 2914
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### Overall Project Description

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

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

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

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

**Expended/Obligated Amount (in thousands) as of :** 2,413

**Current Bond Description:** This current bond request will provide a share of the cost of funding for the implementation of waterfront and downtown revitalization improvements in the Village of Port Chester through the completion of The Loop initiative. This initiative involves reconstruction of the waterfront promenade and wayfinding signage, and the enhancement of waterfront and downtown landscaping, which will enhance walkability and connect the Village's business district to the waterfront. An Inter-Municipal Agreement (IMA) will be required.

#### Financing Plan for Current Request:

Non-County Shares:	\$ 0
Bonds/Notes:	1,025,000
Cash:	0
<b>Total:</b>	<b>\$ 1,025,000</b>

#### SEQR Classification:

TYPE II

#### Amount Requested:

1,025,000

#### Expected Design Work Provider:

- |                                       |                                     |   |
|---------------------------------------|-------------------------------------|---|
| <input type="checkbox"/> County Staff | <input type="checkbox"/> Consultant | <input type="checkbox"/> Not Applicable |
|---------------------------------------|-------------------------------------|---|

#### 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 RIVERWALKIMPROVEMENTS, 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	149	270,000	0	RIVERWALK
24	233	100,000	0	311 WELCHER AVE
24	73	1,000,000	0	PARKLAND AND HISTORICAL PRESERVATION PROGRAM - ID # 2434

**Total Financing History:**

1,570,000

**Recommended By:**

Department of Planning  
MLLL

Date  
04-16-2025

Department of Public Works  
RJB4

Date  
04-21-2025

Budget Department  
DEV9

Date  
04-22-2025

Requesting Department  
MLLL

Date  
04-22-2025

## PARKLAND AND HISTORICAL PRESERVATION PROGRAM ( BLA1A )

**User Department :** Planning

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

**Estimated Completion Date:** TBD

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

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

	Est Ult Cost	Appropriated	Exp / Obl	2025	2026	2027	2028	2029	Under Review
Gross	42,777	27,227	2,324	10,550					5,000
Non County Share									
Total	42,777	27,227	2,324	10,550					5,000

### **Project Description**

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

### **Current Year Description**

The current year request funds the construction of Habirshaw Park improvements located in the City of Yonkers (\$2m), the construction of Riverwalk improvements located in the Village of Tarrytown (\$3m), Mt. Vernon 4th Street Park improvements (\$3m), and Ward House Purchase and Restoration in the Village of Tuckahoe (\$2.55m).

### **Current Year Financing Plan**

Year	Bonds	Cash	Non County Shares	Total
2025	10,550,000			10,550,000

### **Impact on Operating Budget**

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

## PARKLAND AND HISTORICAL PRESERVATION PROGRAM ( BLA1A )

### Appropriation History

Year	Amount	Description	Status
2020	1,000,000	Funds this project	\$270,000 DESIGN; \$800,000 AWAITING BOND AUTHORIZATION
2021	17,000,000	Ludlow Park (Water Access Park), Yonkers, \$10,000,000; 4th Street Playground, Mt. Vernon, \$2,000,000 and Riverwalk Improvements, Yonkers, \$5,000,000	AWAITING BOND AUTHORIZATION
2022	(700,000)	Design of Riverwalk improvements in Tarrytown \$1,300,000; 4th Street Playground Mt. Vernon appropriation reduction (\$2,000,000)	\$1,300,000 DESIGN; (\$2,000,000) APPROPRIATION REDUCTION
2023	6,000,000	A turf field at Flint Park in Larchmont \$1,000,000; a linear park extending north from the Yonkers Joint Water Resource Recovery Facility in the Ludlow section of Yonkers \$5,000,000.	\$1,000,000 IN PROGRESS; \$5,000,000 AWAITING BOND AUTHORIZATION
2024	3,927,000	Funds the rehabilitation of the existing Riverwalk in Tarrytown (\$1M) and provides additional funds to the project (\$500,000), as well as funding for Silliman Park upgrades in Ardsley (\$2M) and Rye Town Park Bathhouse upgrades (\$427,000)	\$270,000 DESIGN; \$100,000 PENDING PROPERTY ACQUISITION; \$3,557,000 AWAITING BOND AUTHORIZATION
<b>Total</b>	<b>27,227,000</b>		

### Prior Appropriations

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

### Bonds Authorized

Bond Act	Amount	Date Sold	Amount Sold	Balance
227 23	200,000			200,000
73 24	1,000,000			1,000,000
149 24	270,000			270,000
233 24	100,000			100,000
<b>Total</b>	<b>1,570,000</b>			<b>1,570,000</b>

AN ACT authorizing the County of Westchester to enter into an inter-municipal agreement with the Village of Port Chester in connection with making certain waterfront and downtown revitalization improvements in the Village of Port Chester

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

**Section 1.** The County of Westchester ("County") is hereby authorized to enter into an inter-municipal agreement ("IMA") with the Village of Port Chester ("Village"), in connection with making certain waterfront and downtown revitalization improvements on property owned by the Village ("Property") located in the Village of Port Chester, New York, including reconstruction of the waterfront promenade and wayfinding signage, and the enhancement of waterfront and downtown landscaping and lighting ("Project"), pursuant to capital project BLA1A - Parkland and Historical Preservation Program ("BLA1A").

§2. The County will contribute an amount not to exceed \$1,000,000 to finance the Project costs. Should the Project costs exceed the amount of \$1,000,000 contributed by the County, the Village shall be solely responsible for any additional amount. In exchange for the County's contribution towards such improvements, the Village shall grant access to all county residents on the same terms as any Village resident.

§3. In order to give the County, the necessary interest in real property to be able to issue bonds towards the Project, the Village will grant an easement in the Property for the benefit of the County where the Project is located 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 VILLAGE OF PORT CHESTER**, a municipal corporation of the State of New York, having an office and place of business at 222 Grace Church Street, Port Chester, New York (hereinafter referred to as the "Municipality" or the "Village")

### **RECITALS**

**WHEREAS**, Section 244-b of the General Municipal Law authorizes municipalities to enter into agreements for the joint operation and maintenance of recreation facilities; and

**WHEREAS**, the Municipality is the owner of certain waterfront and downtown real property located in the Municipality (collectively, the "Property") as indicated in the attached Schedule "A"; and

**WHEREAS**, the County desires to assist the Municipality by providing the funding for the needed reconstruction of the waterfront promenade and wayfinding signage, and the enhancement of waterfront and downtown landscaping and lighting (the "Project") on Property owned by the Village, which will enhance walkability and connect the Village's business district to the Village's waterfront; 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 of fifteen (15) years, commencing upon execution of this Agreement by both parties and terminating on the latest date of the expiration of any County bonds issued in connection with the Project, unless terminated sooner in accordance with the provisions of this Agreement.

## **ARTICLE II**

### **IMPROVEMENTS TO THE PROPERTY**

**Section 2.0.** The Municipality shall construct 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 the County's review and approval. The Municipality shall not deviate from the approved plans and specifications without the prior written consent of the County Commissioner of Planning or the Commissioner's duly authorized designee (the "Planning 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 Planning 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.** In exchange for the Village granting Property access to all County residents, the County agrees to finance a portion of the total project cost, which is approximately \$ \_\_\_\_\_. The County will finance an amount not to exceed \$1,000,000 for the design, permitting, construction management and construction of the Project payable following

submission of properly executed payment vouchers. Should the Project costs exceed the amount financed by the County, the Municipality shall be solely responsible for any additional amount.

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 Property. 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**

#### **EASEMENT OVER THE PROPERTY**

1. **Section 3.0.** (a) The Village shall grant a temporary easement to the County through its right-of-way on the Property as shown in Schedule "A", to facilitate construction of the Project and to provide the necessary property interest for the County to finance same.

b) Upon receipt of written notice of final acceptance of the work, the Village shall be responsible for all maintenance of the Project and all related costs.

c) Upon the satisfaction of all Project bonds, the Town acknowledges that all of the County's right, title and interest in the Project shall thereupon transfer to the Town, and all County obligations under this Agreement shall cease.

**Section 3.1.** It is recognized and understood that the aforementioned easement 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 easement 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 Municipal property open to the general public, 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 Property, the fees charged to non-residents of the Municipality who are County residents will not exceed the fees charged to the Municipality's residents.

**Section 4.2.** 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 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, 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 Planning Commissioner shall be entitled to enter the Property, or any part thereof, at any and all times for any and all purposes, without the need to obtain the consent or permission of the Municipality.

**Section 4.6.** 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, 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 construction 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 Planning 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 Property 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 local laws and acts adopted by the Westchester County Board of Legislators ("Board rules"), including, but not limited to, sections 765.351 through 765.358 of the Laws of Westchester County. The Municipality may not enact laws, acts, rules, regulations or ordinances affecting the Property that supersede the Board rules, unless otherwise provided for by the Westchester County Board of Legislators.

(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 Village 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 an easement over 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, or sent by facsimile (with acknowledgment received and a copy of the notice sent by 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

Commissioner of Public Works  
County of Westchester  
148 Martine Avenue, Room 528  
White Plains, New York 10601

with a copy to:

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

To the Municipality:

Village of Port Chester \_\_\_\_\_ 222 Grace Church Street  
Port Chester, New York \_\_\_\_\_

**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 29<sup>th</sup> day of April, 2024 by Act No. 74-2024. 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 ON PAGE]**

**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 VILLAGE OF PORT CHESTER**

By \_\_\_\_\_

(Name and Title)

Approved by the Board of Legislators of the County of Westchester pursuant to Act No. \_\_\_\_ - 2025.

Approved by Resolution of the Village Board of the Village of Port Chester on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Approved :

\_\_\_\_\_  
Sr. Assistant County Attorney  
County of Westchester

**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)**



**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**

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**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.

**SCHEDULE "D"**  
**Terms and Conditions of the Property**

**Hours of operation, scheduling and supervision will be determined by the Village.**

**At all times when Property is utilized, the Village will be responsible for the general supervision of the Property.**

**The Village will be responsible for the maintenance of Property and its related amenities.**

**Property must be open to all Westchester County residents. The Village may be asked from time to time to provide a report to the County Parks department detailing resident vs. non-resident use of the Property.**

**The County acknowledges that there is currently sufficient parking at Property to support the activities of Property. The Village shall not reduce the number of spots available to support Property without permission from the Commissioner. Such permission will not be unreasonably withheld.**

**Permit or other fees not to exceed double what is charged to a Village resident group: it is understood and agreed between the parties that the complex is being improved for the use and benefit of the public. To the extent any fees are charged for the use of any part of Property, the fees charged to non-residents of the Village who are residents of the County shall not exceed the fees charged to Village residents. All fees shall be subject to prior County Parks department approval, such approval not to be unreasonably withheld.**

**Advertising & Signage: All advertising and signage to be utilized by the Village in connection with the operation Property, excluding hours of operation and other similar informational signage, shall be subject to the prior written approval of the Commissioner, such approval not to be unreasonably withheld, and shall be provided to the County Parks department in advance for review. The Village shall acknowledge the County's contribution toward improvement of the Property on any signs erected at the Property, excluding informational signs, and on any other publications, documents, websites, etc. mentioning Property.**

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

**The Village is responsible for the payment of all utility costs associated with Property.**

**The Village is responsible for litter refuse/removal and recycling at Property.**

**Vandalism repair and/or replacement of Property are the responsibility of the Village.**

**Revenue generated from Property may be kept by the Village to offset operating expenses.**

**The parking lot and entrance road at the site adjacent to Property will be maintained by the Village.**

**The Village Mayor will manage the working relationship with the County Parks Department.**



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

