

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

Your Committee is in receipt of a transmittal from the County Executive recommending approval of an Act which, if adopted, would authorize the County of Westchester (the "County") to acquire an easement from the State of New York ("State"), on a parcel of land underwater, located in the Town of Cortlandt, New York, commonly known as "George's Island Park," as more particularly depicted in Schedule "A" attached to the proposed Act (the "Easement Area") in order to construct, use and maintain a boat launch, a floating dock and appurtenances thereof (the "Dock" or "Project") for a term of twenty-five (25) years.

The Department of Parks, Recreation and Conservation ("Department") has advised that the Dock has been completed with proceeds that were previously authorized by your Honorable Board in connection with Capital Project RGE03 – George's Island Site Work, pursuant to Bond Act No. 144-2014, as amended by Bond Act No. 66-2018, in the amount of \$4,150,000.

Your Committee is advised that pursuant to the terms of the proposed easement, the County will pay the State \$500.00 in administrative fees and will agree to assume all risks with the construction, reconstruction, installation, repair, maintenance, operation and/or removal of the Dock and shall be solely responsible and answerable in damages for any and all accidents and injuries to person or property (including death). Additionally, your Committee is further advised, that the County covenants and agrees to indemnify and hold harmless the State from any violation by the County, its agents, employees, or contractors, of any law, ordinance, rule or regulation affecting or relating to the construction, reconstruction, installation, repair, maintenance, operation and/or removal of said dock, and from any and all claims, suits, losses, damages or injuries to person or property (including death) of every kind and nature whether direct or indirect, arising out of the construction, reconstruction, installation, repair, maintenance, operation and/or removal thereof, or the carelessness, negligence or improper conduct of the

County or any contractor, servant, agent or employee thereof and to pay for and on behalf of the State any and all charges, fees, expenses, costs or judgments arising therefrom. The County agrees, upon being requested so to do, to assume the defense and to defend, at its own cost and expense, any action brought at any time against the State in connection with any such claim, suits, losses or liens as aforesaid.

Furthermore, pursuant to the terms of the proposed easement, your Committee is also advised that, upon termination of the easement or, in the event the Dock is not maintained and used by the County for a period of three (3) years, in which event the easement will cease and terminate without further action required by the State, the County will be required to remove the Dock and leave the land owned by the State in as nearly the same condition as possible as it was prior to the construction of the Dock.

The Department of Planning ("Planning Department") has advised your Committee that based on its review, the Project was previously reviewed by the County Board of Legislators along with capital project RGE04 and were collectively classified as a "Type I" action under the State Environmental Quality Review Act ("SEQRA"), and its implementing regulations, 6 NYCRR Part 617. In accordance with SEQRA, a Full Environmental Assessment Form was prepared and, on May 21, 2018, a Negative Declaration was issued by the County Board of Legislators (Resolution 75-2018). The Planning Department has further advised your Committee that since the NYS easement was identified in the environmental review and the State of New York was included in the coordinated review of this Project and since there is no change in the scope of the Project, the original Negative Declaration remains valid and no further environmental review is required. Your Committee concurs with this recommendation.

Your Committee has been advised that an affirmative vote of a majority of the voting strength of the County Board of Legislators is required for approval of the proposed Act.

Your Committee has carefully considered and recommends approval of the proposed Act.

Dated: September 23rd 2024
White Plains, New York

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c/cmc.08.12.2024

Budget & Appropriations

Parks & Environment

FISCAL IMPACT STATEMENT

SUBJECT: George's Island - Easement 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 \$ 500

Total Current Year Revenue \$ -

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

Additional Appropriations

Other (explain)

Identify Accounts: 165-42-1100-1100-4380-PKDS

Potential Related Operating Budget Expenses: Annual Amount \$500

Describe: To acquire an easement from NYS on a parcel of land underwater, located in the Town of Cortlandt, New York, at "George's Island Park," in order to construct, use and maintain a boat launch, a floating dock and appurtenances thereof, for a term of 25 years.

Potential Related Operating Budget Revenues: Annual Amount _____

Describe: _____

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

Current Year: This easement will impact and benefit department operations by allowing the new boat launch and dock to be utilized by the public in 2024.

Next Four Years: This easement will impact and benefit department operations by allowing the new boat launch and dock to be utilized by the public for years to come.

Prepared by: Kerry Riguzzi *KR*

Title: Manager - Fiscal Operations

Department: Parks Department


Date: August 5, 2024

DRG
Reviewed By: *[Signature]*

Budget Director

Date: 8/20/24

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

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

DATE: May 7, 2024

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR NEW YORK STATE
EASEMENT FOR GEORGE'S ISLAND BOAT LAUNCH AND DOCKS**

Pursuant to your request, the Planning Department has reviewed the above referenced action with respect to the State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617 (SEQR).

The proposed easement from New York State (NYS) is needed in connection with a boat launch and docks within the Hudson River off the coast of George's Island Park. The boat launch and associated docks are a component of capital project RGE03—George's Island Site Work, which was previously reviewed by the Westchester County Board of Legislators along with Capital project RGE04 and were collectively classified as a Type I action under SEQR.

In accordance with SEQR, a Full Environmental Assessment Form was prepared and on May 21, 2018, a Negative Declaration was issued by the Board of Legislators (Resolution 75-2018). Since the NYS easement was identified in the environmental review and the State of New York was included in the coordinated review of this project and since there is no change in the scope of the project, the original Negative Declaration remains valid and no further environmental review is required.

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

DSK/cnm

cc: Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
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
Blanca P. Lopez, Commissioner
Claudia Maxwell, Principal Environmental Planner

AN ACT authorizing the County of Westchester to accept an easement from the State of New York in order to use and maintain a boat launch, a floating dock and appurtenances on a parcel of land underwater, located in the Town of Cortlandt, New York, commonly known as the “George Island Park”

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

Section 1. The County of Westchester (the “County”) is hereby authorized to acquire an easement from the State of New York (“State”), on a parcel of land underwater, located in the Town of Cortlandt, New York, commonly known as “George’s Island Park,” as more particularly depicted in Schedule “A” attached to the proposed Act (the “Easement Area”) in order to construct, use and maintain a boat launch, a floating dock and appurtenances thereof (the “Dock” or “Project”) for a term of twenty-five (25) years.

§2. Pursuant to the terms of the easement, the County shall pay the State \$500.00 for administrative fees and will agree to assume all risks with the construction, reconstruction, installation, repair, maintenance, operation and/or removal of the improvements constructed in connection with the Project, and shall be solely responsible and answerable in damages for any and all accidents and injuries to person or property (including death). Additionally the County shall covenant and agree to indemnify and hold harmless the State from any violation by the County, its agents, employees, or contractors, of any law, ordinance, rule or regulation affecting or relating to the construction, reconstruction, installation, repair, maintenance, operation and/or removal of said improvements, and from any and all claims, suits, losses, damages or injuries to person or property (including death) of every kind and nature whether direct or indirect, arising out of the construction, reconstruction, installation, repair, maintenance, operation

and/or removal thereof, or the carelessness, negligence or improper conduct of the County or any contractor, servant, agent or employee thereof and to pay for and on behalf of the State any and all charges, fees, expenses, costs or judgments arising therefrom. The County shall further agree, upon being requested so to do, to assume the defense of and to defend, at its own cost and expense, any action brought at any time against the State in connection with any such claim, suits, losses or liens as aforesaid.

§3. Upon termination of the easement, or in the County does not use or maintain the Dock during three (3) years, in which event the easement will cease and terminate without further action required by the State, the County shall remove the Dock and leave the land owned by the State in as nearly the same condition as possible as it was prior to the construction of the Dock.

§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.



SCHEDULE A

EASEMENT AGREEMENT

Please see a copy of the New York State Easement Agreement for the benefit of the County of Westchester, commencing on the following pages.

THIS INDENTURE made this _____ day of _____, 2024, between THE PEOPLE OF THE STATE OF NEW YORK acting by the Commissioner of General Services having an office and place of business at 36th Fl., Corning Towner, Empire State Plaza, Albany, New York 12242, hereinafter referred to as the “Grantor,” and, the COUNTY OF WESTCHESTER, a municipal corporation, having its principal office and place of business at 148 Martine Ave, White Plains, New York 10601-4704, hereinafter referred to as the “Grantee,”

WITNESSETH, that the Grantor, pursuant to Section 75, subdivision 7(b) of the Public Lands Law and Findings of the Commissioner dated _____, _____, and in consideration of the sum of Five Hundred Dollars (\$500.00), lawful money of the United States of America, paid by the Grantee and upon the terms and conditions hereinafter expressed, does hereby give and grant unto the Grantee and its successors and assigns, the right, privilege and easement to construct, use and maintain a boat launch, a floating dock, and appurtenances thereof, hereinafter referred to as the “dock” on a parcel of land underwater. Such easement shall be exercised in those lands described as follows:

ALL that piece or parcel of land under the waters of the Hudson River, situated in the Town of Cortlandt, County of Westchester, State of New York being bounded and described as follows:

BEGINNING at a point on the high water line of the Hudson River along lands owned by County of Westchester (Liber 4470 of Deeds, page 247), said point being N 77° 12’ 11” W, a distance of 438.922 feet from a found monument “WCCS”, said point also being N 41° 59’ 12” E, a distance of 663.809 feet from a found monument “USGS Belfry”; thence from said point of beginning into the waters of the Hudson River the following three courses and distances:

1. S 22° 00’ 39” E, a distance of 176.028 feet to a point;
2. S 67° 59’ 21” W, a distance of 100.00 feet to a point; and
3. N 22° 00’ 39” W, a distance of 190.89 feet to a point on the high water line of the Hudson River; thence along the high water line of the Hudson River the following four courses and distances:

1. N 72° 06’ 47.97” E, a distance of 15.084 feet to a point;

2. S 77° 53' 16.5" E, a distance of 5.924 feet to a point;
3. N 69° 28' 01.18" E, a distance of 68.512 feet to a point; and
4. S 75° 05' 02.92" E, a distance of 14.463 feet to the point or place of beginning, containing 0.426 acre of land, more or less.

AS shown on a map entitled "State of New York Submerged Land Application Map in the Application of the County of Westchester for an Easement of Land Under the Waters of the Hudson River," dated November 14, 2017 and filed in the New York State Office of General Services in Albany, New York as OGS Map No. 2631.

This grant of easement shall be for a term of twenty-five (25) years from the date hereof and is made and accepted subject to the following terms and conditions:

1. At the termination of the easement hereby granted, upon notice from Grantor, the Grantee agrees at the expense of the Grantee and at no expense to the Grantor to remove at once the dock from the land of the Grantor hereby affected and to leave said land in as nearly the same condition as possible as it was prior to the construction hereby authorized.
2. The easement hereby granted is granted only with respect to the dock described in the application and shown on the map previously mentioned. If the dock shall not have been maintained and used for a period of three years, the easement shall cease and terminate without action to such effect be taken by the Grantor and all rights of the Grantee shall then terminate and, furthermore, in such event, the Grantee agrees at the expense of the Grantee and at no expense to the Grantor to remove at once the dock from the land of the Grantor hereby affected and to leave said land in as nearly the same condition as possible as it was prior to the construction of the dock.
3. Grantees assume all risk in the construction, reconstruction, installation, repair, maintenance, operation and/or removal of the dock referred to in this Indenture, and shall be solely responsible and answerable in damages for any and all accidents and injuries to person or property (including death), and hereby covenants and agrees to indemnify and hold harmless the Grantor from any violation by Grantees, its agents, employees, or contractors, of any law, ordinance, rule or regulation affecting or relating to the construction, reconstruction, installation, repair, maintenance, operation and/or removal of said dock, and from any and all claims, suits, losses, damages or injuries to person or property (including death) of every kind and nature whether direct or indirect, arising out of the construction, reconstruction, installation, repair, maintenance, operation and/or removal thereof, or the carelessness, negligence or improper conduct of the Grantees or any contractor, servant, agent or employee thereof and to pay for and on behalf of the Grantor any and all charges, fees, expenses, costs or judgments arising therefrom. The Grantee agrees, upon being requested so to do, to assume the defense

and to defend, at its own cost and expense, any action brought at any time against the Grantor in connection with any such claim, suits, losses or liens as aforesaid.

4. The easement hereby granted shall not be assigned or transferred without the written consent of the Commissioner of General Services.
5. This grant of easement shall not affect the title of the Grantor to any lands underwater contiguous to the dock and any additions to or accumulation thereon caused by the dock outside the area of the easement granted shall be the property of the Grantor and shall be considered for all purposes as lands underwater.

The word "Grantee" shall be construed as if read "Grantees" whenever the sense of this Indenture so requires. The use of the neuter pronoun in any reference to "Grantee" shall be construed to include any individual "Grantee," and the word "successors" shall be construed as if read "heirs" whenever the sense of this Indenture so requires.

All the covenants, terms and conditions of this Indenture shall inure to the benefit of and be binding upon the successors and assigns of the respective parties hereto, the same as if they were in every case named and expressed.

