

Public Safety Meeting Agenda



Committee Chair: Terry Clements

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

Tuesday, September 3, 2024

4:15 PM

Committee Room

CALL TO ORDER

Please note: Meetings of the Board of Legislators and its committees are held at the Michaelian Office Building, 148 Martine Avenue, White Plains, New York, 10601, and remotely via the WebEx video conferencing system. Legislators may participate in person or via Webex. Members of the public may attend meetings in person at any of its locations, or view it online on the Westchester County Legislature's website:

<https://westchestercountyny.legistar.com/> This website also provides links to materials for all matters to be discussed at a given meeting.

Legislator Margaret Cunzio will be participating remotely from 770 Commerce Street
Thornwood, NY 10594

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

MINUTES APPROVAL

July 15th, 2024 10 AM Minutes

July 29th, 2024 10AM Minutes

I. ITEMS FOR DISCUSSION

[2024-402](#)

PH-The Westchester County Red Light Camera Demonstration Program

A RESOLUTION to set a Public Hearing on "A LOCAL LAW amending the Laws of Westchester County by adding a new Chapter 709 relating to the establishment of 'The Westchester County Red Light Camera Demonstration Program'". [Public Hearing set for _____, 2024 at _____.m.]. LOCAL LAW INTRO: 2024-403.

COMMITTEE REFERRAL: COMMITTEES ON LEGISLATION AND PUBLIC SAFETY

Captain Frank Donovan, Public Safety Department
Stacey Dolgin-Kmetz, Chief Deputy County Attorney, County Attorney's Office

[2024-403](#)**LOCAL LAW-The Westchester County Red Light Camera Demonstration Program**

A LOCAL LAW amending the Laws of Westchester County be adding a new Chapter 709 relating to the establishment of "The Westchester County Red Light Camera Demonstration Program".

COMMITTEE REFERRAL: COMMITTEES ON LEGISLATION AND PUBLIC SAFETY

Captain Frank Donovan, Public Safety Department

Stacey Dolgin-Kmetz, Chief Deputy County Attorney, County Attorney's Office

[2024-415](#)**IMA-Fire Suppression Services-Hawthorne Fire District**

AN ACT authorizing the County of Westchester to enter into an intermunicipal agreement with the Hawthorne Fire District to provide specialized training and fire suppression services for a two (2) year term commencing retroactively on January 1, 2023 and expiring on December 31, 2024, in an aggregate amount not to exceed THIRTY THOUSAND (\$30,000) DOLLARS.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC SAFETY

Susan Spear, Deputy Commissioner, Department of Emergency Services

Chief Neil Caputo, Director Department of Emergency Services, Fire Division and County Fire Coordinator

[2024-416](#)**IMA-Fire Suppression Services-Valhalla Fire District**

AN ACT authorizing the County of Westchester to enter into an intermunicipal agreement with the Valhalla Fire District to provide specialized training and fire suppression services for a two (2) year term commencing retroactively on January 1, 2023 and expiring on December 31, 2024, in an aggregate amount not to exceed ONE HUNDRED THOUSAND (\$100,000) DOLLARS.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC SAFETY

Susan Spear, Deputy Commissioner, Department of Emergency Services

Chief Neil Caputo, Director Department of Emergency Services, Fire Division and County Fire Coordinator

[2024-409](#) **PH-Enter Into Lease Agreement-Croton Falls Fire District-40 Sun Valley Drive, Croton Falls**

A RESOLUTION to set a Public Hearing on "A LOCAL LAW authorizing the County of Westchester to enter into a lease agreement with Croton Falls Fire District for the County to lease a portion of District-owned real property located at 40 Sun Valley Drive, Croton Falls, New York in the Town of North Salem for a period of twenty (20) years with the County having the option to renew the lease for an additional ten (10) year renewal period." [Public Hearing set for _____, 2024 at _____ .m.]. LOCAL LAW INTRO: 2024-410.

COMMITTEE REFERRAL: COMMITTEES ON LEGISLATION AND PUBLIC SAFETY

Susan Spear, Deputy Commissioner, Department of Emergency Services
Captain John Munson, Department of Emergency Services Communications Division
Rachel Noe, Associate County Attorney, County Attorney Office
Marguerite Beirne, Chief Information Officer, Department of Information Technology
Adam Epstein, Project Lead for Radio Systems, Department of Information Technology

[2024-410](#) **LOCAL LAW-Enter Into Lease Agreement-Croton Falls Fire District-40 Sun Valley Drive, Croton Falls**

A LOCAL LAW authorizing the County of Westchester to enter into a lease agreement with Croton Falls Fire District for the County to lease a portion of District-owned real property located at 40 Sun Valley Drive, Croton Falls, New York in the Town of North Salem for a period of twenty (20) years with the County having the option to renew the lease for an additional ten (10) year renewal period.

COMMITTEE REFERRAL: COMMITTEES ON LEGISLATION AND PUBLIC SAFETY

Susan Spear, Deputy Commissioner, Department of Emergency Services
Captain John Munson, Department of Emergency Services Communications Division
Rachel Noe, Associate County Attorney, County Attorney Office
Marguerite Beirne, Chief Information Officer, Department of Information Technology
Adam Epstein, Project Lead for Radio Systems, Department of Information Technology

[2024-411](#) **ENV RES-Sun Valley Radio Tower-40 Sun Valley Drive, Croton Falls**

AN ENVIRONMENTAL RESOLUTION determining that there will be no significant adverse impact on the environment from the construction, installation, maintenance and operation of a County Communication Facility located at 40 Sun Valley Drive, Croton Falls, in the Town of North Salem.

COMMITTEE REFERRAL: COMMITTEES ON LEGISLATION AND PUBLIC SAFETY

Susan Spear, Deputy Commissioner, Department of Emergency Services
Captain John Munson, Department of Emergency Services Communications Division
Rachel Noe, Associate County Attorney, County Attorney Office
Marguerite Beirne, Chief Information Officer, Department of Information Technology
Adam Epstein, Project Lead for Radio Systems, Department of Information Technology

[2024-412](#)**ACT-Enter Into Easement Agreement-Croton Falls Fire District-40 Sun Valley Drive, Croton Falls**

AN ACT authorizing the County of Westchester to enter into an easement agreement with the Croton Falls Fire District to accept an easement over approximately 18,945 +/- sq. feet (0.43 +/- acres) of land at 40 Sun Valley Drive, Croton Falls, NY in the Town of North Salem for the County to undertake, install and maintain certain storm water facilities.

COMMITTEE REFERRAL: COMMITTEES ON LEGISLATION AND PUBLIC SAFETY

Susan Spear, Deputy Commissioner, Department of Emergency Services
Captain John Munson, Department of Emergency Services Communications Division
Rachel Noe, Associate County Attorney, County Attorney Office
Marguerite Beirne, Chief Information Officer, Department of Information Technology
Adam Epstein, Project Lead for Radio Systems, Department of Information Technology

[2024-413](#)**IMA-Lease 2015 Generator as a Backup Generator-Croton Falls Fire District**

AN ACT authorizing the County of Westchester to enter into an intermunicipal agreement with the Croton Falls Fire District to lease a 2015 generator to the Fire District for use as a backup generator for its emergency radio communication equipment.

COMMITTEE REFERRAL: COMMITTEES ON LEGISLATION AND PUBLIC SAFETY

Susan Spear, Deputy Commissioner, Department of Emergency Services
Captain John Munson, Department of Emergency Services Communications Division
Rachel Noe, Associate County Attorney, County Attorney Office

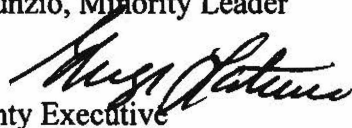
II. OTHER BUSINESS

III. RECEIVE & FILE

ADJOURNMENT

July 15, 2024

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

FROM: George Latimer 
Westchester County Executive

RE: Message Requesting Immediate Consideration: **Local Law – The Westchester County Red Light Camera Demonstration Program.**

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 15, 2024 Agenda.

Transmitted herewith for your review and approval is a Local Law which would amend the Laws of Westchester County by adding a new Chapter 709 relating to the establishment of the “The Westchester County Red Light Camera Demonstration Program.

Therefore, since this communication is of the utmost importance, it is respectfully submitted that the County Board of Legislators accepts this submission for July 15, 2024 “blue sheet” calendar.

Thank you for your prompt attention to this matter.

George Latimer
County Executive

Office of the County Executive

July 15, 2024

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

Dear Honorable Members of the Board of Legislators:

I respectfully request that your Honorable Board adopt the attached Local Law which would amend the Laws of Westchester County by adding a new Chapter 709 relating to the establishment of the “The Westchester County Red Light Camera Demonstration Program.” The Westchester County Department of Public Safety (“DPS”) has witnessed an increase in drivers moving through red lights. Red light cameras have been effective in reducing such incidents and in improving public safety in other jurisdictions. The implementation of the use of red light cameras at intersections with the highest incidence of accidents related to a driver’s failure to stop at a red light has been found to dissuade drivers from engaging in such behavior and from engaging in other unsafe driving habits.

The Insurance Institute for Highway Safety (“IIHS”) research examining large U.S. cities with red light camera programs found significant reductions in citywide fatal red light crash rates (and crash rates of all types) at intersections with traffic signals, including intersections that did not have a camera. The research demonstrated drivers tend to change their behavior when they know they’re being monitored. In 2020 IIHS reported that 928 people were killed in crashes that involved running red lights, and that half of those killed were pedestrians, bicyclists and people in other vehicles who were hit by the red light runners. That same year, an estimated 116,000 people were injured in red light running crashes. The IIHS also noted that automated enforcement is intended to augment, not replace, traditional traffic enforcement activities and to remind drivers that there is always a risk of “getting caught” running a red light. According to IIHS, a systematic review summarized evidence from 38 separate studies and found that overall, red light cameras are effective at reducing right angle crashes and related injuries, as well as total injuries. An ancillary benefit of a red light camera program is that it can address inequities present in traditional traffic enforcement, since cameras do not see race, nationality, gender or other unique characteristics of a driver. In fact, a report for the Governors Highway Safety Association, equitably implemented and transparent automated enforcement was recommended as a strategy to advance racial equity in traffic enforcement.

The proposed legislation would allow for the implementation of a demonstration program in the County imposing monetary liability on the owner of a vehicle for failure to comply with traffic control indications. To that end, it authorizes the County to install and operate traffic control signal photo violation monitoring devices at no more than fifty intersections under the jurisdiction of the County until December 31, 2027, unless extended by an act of the State Legislature. The proposed legislation, however, would not permit


the County to place Traffic Control Signal Photo Violation Monitoring Devices at intersections on County-owned roadways located within the Cities of White Plains, Mount Vernon, Yonkers or New Rochelle, if these municipalities object to the installation of said devices.

The proposed legislation also specifies an automated process through which a Notice of Liability would be sent to each person alleged to be liable as a vehicle owner for a violation of the Vehicle and Traffic Law requiring that a vehicle stop at an intersection with a red light displayed on the traffic control device. The Notice of Liability will provide the manner in which an individual may contest the liability alleged in the notice. Violations issued under the proposed local law would be adjudicated in the local courts of the municipality where the alleged violation occurred. The proposed legislation would also require that a Certificate, sworn to or affirmed by a technician employed, hired or contracted by the County be prepared and submitted as evidence of the alleged violation. The Certificate will be based upon inspection of photographs, microphotographs, videotape or other recorded images produced by a traffic control signal photo violation-monitoring system, be prepared and submitted as evidence of the alleged violation. If the alleged violation is proven, the legislation imposes a maximum monetary penalty of \$50 for each violation and an additional penalty of not more than \$25 for the failure to respond to a notice of liability within the prescribed period. If adjudicated in a local court, the fines would be distributed by the New York State Comptroller's Office with 80% of the fine being distributed to the County of Westchester and 20% to the municipality where the infraction was adjudicated. Defenses to the proposed law include: (1) that the vehicle involved had been reported to a police department as having been stolen; (2) where an owner is a Lessor of a vehicle to which a notice of liability was issued; (3) where the operator of such vehicle was operating it without the consent of the owner at the time the operator of said vehicle failed to obey a traffic control device; or (4) where the traffic control indications were malfunctioning at the time of the alleged violation.

Additionally, the proposed legislation requires the Commissioner of DPS to submit an annual report to various State officials, the County Executive and your Honorable Board detailing the results of the use of a traffic control signal photo violation-monitoring system on or before June 1st of each year. The report will track statistics pertaining to the number, type and severity of accidents reported at intersections with a red light camera, the number of violations recorded at each such intersection and the number of fines imposed and total amount of fines paid, among other things. The report will allow the County to analyze the effectiveness of the program on an annual basis, and to determine the efficacy of the continuation of said program.

In light of the aforementioned concerns, I respectfully urge that your Honorable Board adopt the attached Local Law amending the Laws of Westchester County by adding a new Chapter 709 relating to the establishment of a Red Light Camera Demonstration Program.

Sincerely,



George Latimer
County Executive

GL/nn

TO: HONORABLE BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER

Your Committee is in receipt of “A LOCAL LAW amending the Laws of Westchester County by adding a new Chapter 709 relating to the establishment of “The Westchester County Red Light Camera Demonstration Program.”

Your Committee is informed that the Westchester County Department of Public Safety has witnessed an increase in drivers moving through red lights. The red light camera demonstration program has been effective in reducing such incidents and in improving public safety in other jurisdictions. The implementation of the use of red light cameras at intersections with the highest incidence of accidents related to a driver’s failure to stop at a red light has been found to dissuade drivers from engaging in such behavior and from engaging in other unsafe driving habits.

Your Committee is further informed that the Insurance Institute for Highway Safety (“IIHS”) research examining large U.S. cities with red light camera programs found significant reductions in citywide fatal red light crash rates (and crash rates of all types) at intersections with traffic signals, including intersections that did not have a camera. The research was explained that because drivers tend to change their behavior when they know they’re being monitored. In 2020 IIHS reported that 928 people were killed in crashes that involved red light running, and that half of those killed were pedestrians, bicyclists and people in other vehicles who were hit by the red light runners. That same year, an estimated 116,000 people were injured in red light running crashes. The IIHS also noted that automated enforcement is intended to augment, not replace, traditional traffic enforcement activities and to remind drivers that there is always a risk of “getting caught” running a red light. According to

IIHS, a systematic review summarized evidence from 38 separate studies and found that overall, red light cameras are effective at reducing right angle crashes and related injuries, as well as total injuries.

Your Committee is advised that the proposed legislation would allow for the implementation of a demonstration program in the County imposing monetary liability on the owner of a vehicle for failure to comply with traffic control indications. To that end, it authorizes the County to install and operate traffic control signal photo violation monitoring devices at no more than fifty intersections under the jurisdiction of the County until December 31, 2027, unless extended by an act of the State Legislature. The proposed legislation, however, would not permit the County to place Traffic Control Signal Photo Violation Monitoring Devices at intersections on County-owned roadways located within the Cities of White Plains, Mount Vernon, Yonkers or New Rochelle, if these municipalities object to the installation of said devices.

Your Committee is further advised that the proposed legislation also specifies an automated process through which a Notice of Liability would be sent to each person alleged to be liable as a vehicle owner for a violation of the Vehicle and Traffic Law requiring that a vehicle stop at an intersection with a red light displayed on the traffic control device. The Notice of Liability will provide the manner in which an individual may contest the liability alleged in the notice. Violations issued under the proposed local law would be adjudicated in the local courts of the municipality where the alleged violation occurred. The proposed legislation would also require that a Certificate, sworn to or affirmed by a technician employed, hired or contracted by the County be prepared and submitted as evidence of the alleged violation. The Certificate will be based upon inspection of photographs, microphotographs, videotape or other recorded images produced by a traffic control signal photo violation-monitoring system, be prepared and submitted as evidence of the alleged violation. If the alleged violation is proven, the legislation imposes a maximum monetary penalty of \$50 for each

violation and an additional penalty of not more than \$25 for the failure to respond to a notice of liability within the prescribed period. If adjudicated in a local court, the fines would be distributed by the New York State Comptroller's Office with 80% of the fine being distributed to the County of Westchester and 20% to the municipality where the infraction was adjudicated. Defenses to the proposed law include: (1) that the vehicle involved had been reported to a police department as having been stolen; (2) where an owner is a Lessor of a vehicle to which a notice of liability was issued; (3) where the operator of such vehicle was operating it without the consent of the owner at the time the operator of said vehicle failed to obey a traffic control device; or (4) where the traffic control indications were malfunctioning at the time of the alleged violation.

Your Committee notes that the proposed legislation also requires the Commissioner of the Department of Public Safety to submit an annual report to various State officials, the County Executive and this Honorable Board detailing the results of the use of a traffic control signal photo violation-monitoring system on or before June 1st of each year, the report will track statistics pertaining to the number, type and severity of accidents reported at intersections with a red light camera, the number of violations recorded at each such intersection and the number of fines imposed and total amount of fines paid, among other things. The report will allow the County to analyze the effectiveness of the program on an annual basis, and to determine the efficacy of the continuation of said program.

Your Committee is advised that the proposed Local Law 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

8, 2024, which is on file with the Clerk of the Board of Legislators. Your Committee concurs with this conclusion.

Your Committee, after careful consideration, recommends the adoption of this Local Law.

Dated: _____, 2024
White Plains, New York

COMMITTEE ON

JSB-07-08-24

RESOLUTION NO. ____ - 2024

RESOLVED, that this Board hold a public hearing pursuant to Section 209.141(4) of the Laws of Westchester County on Local Law Intro. No. _____ - 2024, entitled "A LOCAL LAW amending the Laws of Westchester County by adding a new Chapter 709 relating to the establishment of "The Westchester County Red Light Camera Demonstration Program". The public hearing will be held at ____ .m. on the ____ day of ____, 2024 in the Chambers of the Board of Legislators, 8th Floor, Michaelian Office Building, White Plains, New York. The Clerk of the Board shall cause notice of the time and date of such hearing to be published at least once in one or more newspapers published in the County of Westchester and selected by the Clerk of the Board for that purpose in the manner and time required by law.

LOCAL LAW INTRO. NO. ____ 2024

A LOCAL LAW amending the Laws of Westchester County by adding a new Chapter 709 relating to the establishment of The Westchester County Red Light Camera Demonstration Program.

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

Section 1. A new Chapter 709 is hereby added to the Laws of Westchester County to read as follows:

Chapter 709

WESTCHESTER COUNTY RED LIGHT CAMERA DEMONSTRATION PROGRAM

Sec. 709.11. Short Title

Sec. 709.21 Definitions.

Sec. 709.31. Demonstration Program.

Sec. 709.41. Notice of Liability.

Sec. 709.51. Adjudication of Liability.

Sec. 709.61. Prima Facie Evidence.

Sec. 709.71. Fines and Penalties.

Sec. 709.81 Defenses.

Sec. 709.91 Annual Report.

Sec. 709.101 Traffic Control Signal Photo Violation-Monitoring System Equipment.

Sec. 709.111 Severability.

Sec. 709.11 Short Title.

This Chapter shall be known and cited as "The Westchester County Red Light Camera Demonstration Program."

Sec. 709.21 Definitions.

A. For purposes of this Chapter, "Owner" shall mean any person, corporation, partnership, firm, agency, association, lessor or organization who at the time of the issuance of a notice of violation in which such vehicle is operated:

1. Is the beneficial or equitable owner of such vehicle; or
2. Has title to such vehicle; or
3. Is the registrant or co-registrant of such vehicle which is registered with the Department of Motor Vehicles of the State of New York or any other state, territory, district, province, nation or other jurisdiction; or

4. Uses such vehicle in its vehicle-renting and/or leasing business; or
5. Is an owner of such vehicle as defined by § 128 or Subdivision (a) of § 2101 of the New York State Vehicle and Traffic Law.

B. For purposes of this Chapter, "Traffic Control Signal Photo Violation-Monitoring Device" or "TCSPVMD" shall mean a vehicle sensor installed to work in conjunction with a traffic control signal which, during operation, automatically produces two or more photographs, two or more microphotographs, a videotape or other recorded images of each vehicle at the time it is used or operated in violation of Subdivision (d) of § 1111 of the New York State Vehicle and Traffic Law regarding traffic control signal indications and the requirements of red light indications, as defined therein.

Sec. 709.31 Demonstration Program.

A. The County of Westchester is hereby authorized and empowered to establish a demonstration program imposing monetary liability on the Owner of a vehicle for failure of an operator thereof to comply with traffic control indications in accordance with the provisions of this Chapter. For purposes of implementation of such program, the County shall be authorized to install and operate Traffic Control Signal Photo Violation-Monitoring Devices at no more than fifty intersections within and under the jurisdiction of the County at any one time.

B. Such demonstration program shall utilize necessary technologies to ensure, to the extent practicable, that photographs produced by such TCSPVMD shall not include images that identify the driver, the passengers or the contents of the vehicle; provided, however, that no notice of liability issued pursuant to this section shall be dismissed solely because a photograph or photographs allow for the identification of the contents of the vehicle, provided that the County has made a reasonable effort to comply with the provisions of this subsection.

C. The Owner of a vehicle shall be liable for a penalty imposed pursuant to this Chapter if such vehicle was used or operated: (1) with the permission of the Owner, express or implied; (2) in violation of Subdivision (d) of § 1111 of the New York State Vehicle and Traffic Law; and (3) such violation is evidenced by information obtained from the TCSPVMD. No Owner of the vehicle shall be liable for a penalty imposed pursuant to this Chapter where the operator of such vehicle has been convicted of the underlying violation of Subdivision (d) of §1111 of the New York State Vehicle and Traffic Law.

D. The County shall not place one or more Traffic Control Signal Photo Violation-Monitoring Devices at intersections within and under the jurisdiction and control of the County which are located within the Cities of White Plains, Mount Vernon, Yonkers or New Rochelle, without first providing such municipality with notice of its intention to do so. Such municipality shall provide the County, in writing, with its consent or objection to such installation within thirty (30) days of receipt of said notice. Should the County receive an objection to the placement of a TCSPVMD in accordance with this section, then the County shall be prohibited from such installation. In the event that the County does not receive any response to the

placement of a TCSPVMD within thirty (30) days of receipt of notice from the County, or by such other deadline as may be mutually agreed upon, then the County shall be permitted to place any TCSPVMD included in said notice within the jurisdiction of the municipality to which the notice was addressed.

Sec. 709.41 Notice of Liability.

A. A notice of liability shall be sent by first-class mail to each person alleged to be liable as an Owner for a violation of Subdivision (d) of § 1111 of the New York State Vehicle and Traffic Law pursuant to this Chapter. Personal service on the Owner shall not be required. A manual or automatic record of mailing prepared in the ordinary course of business shall be prima facie evidence of the facts contained therein.

B. A notice of liability shall contain the name and address of the person alleged to be liable as an Owner for a violation of Subdivision (d) of § 1111 of the New York State Vehicle and Traffic Law pursuant to this Chapter, the registration number of the vehicle involved in such violation, the location where such violation took place, the date and time of such violation and the identification number of the camera which recorded the violation or other document locator number.

C. The notice of liability shall also contain information advising the person charged of the manner and the time in which he or she may contest the liability alleged in the notice. Such notice of liability shall also contain a warning to advise the persons charged that failure to contest in the manner and time provided shall be deemed an admission of liability and that a default judgment may be entered thereon.

D. The notice of liability shall be prepared and mailed by the County or by any other entity authorized to do so by the County to prepare and mail such notification of liability.

Sec. 709.51 Adjudication of Liability.

Adjudication of the liability imposed upon owners by this Chapter shall be by the court having jurisdiction over traffic infractions in the locality where the violation occurred.

Sec. 709.61 Prima Facie Evidence.

A certificate, sworn to or affirmed by a technician employed, hired or contracted by the County, or a facsimile thereof, based upon inspection of photographs, microphotographs, videotape or other recorded images produced by a Traffic Control Signal Photo Violation-Monitoring Device, shall be prima facie evidence of the facts contained therein. Any photographs, microphotographs, videotape or other recorded images evidencing such a violation shall be available for inspection in any proceeding to adjudicate the liability for such violation imposed pursuant to this Chapter.

Sec. 709.71 Violations and Penalties.

A. An Owner liable for a violation of Subdivision (d) of §1111 of the New York

State Vehicle and Traffic Law pursuant to this section shall be liable for a maximum monetary penalty of \$50 for each violation. An Owner shall be liable for an additional penalty not to exceed \$25 for each violation for the failure to respond to a notice of liability within the prescribed time period.

B. An imposition of liability under this Chapter shall not be deemed a conviction as an operator and shall not be made part of the operating record of the person upon whom such liability is imposed, nor shall it be used for insurance purposes in the provision of motor vehicle insurance coverage.

C. Nothing in this section shall be construed to limit the liability of an operator of a vehicle for any violation of Subdivision (d) of § 1111 of the New York State Vehicle and Traffic Law.

D. Any fine or penalty collected by a court, judge, magistrate or other officer for an imposition of liability which occurs within a city, town or village within the county pursuant to such demonstration program shall be paid to the New York State Comptroller within the first ten days of the month following collection. Every such payment shall be accompanied by a statement in such form and detail as the Comptroller shall provide. The Comptroller shall pay eighty percent (80%) of any such fine or penalty imposed for such liability to the County of Westchester, and twenty percent (20%) of any such fine or penalty to the city, town or village in which the violation giving rise to the liability occurred.

Sec. 709.81 Defenses.

A. If an Owner receives a notice of liability pursuant to this Chapter for any time period during which the vehicle was reported to the police department as having been stolen, it shall be a valid defense to an allegation of liability for a violation of Subdivision (d) of § 1111 of the New York State Vehicle and Traffic Law pursuant to this Chapter that the vehicle had been reported to the police as stolen prior to the time the violation occurred and had not been recovered by such time. For purposes of asserting the defense provided by this subsection it shall be sufficient that a certified copy of the police report on the stolen vehicle be sent by first class mail to the court having jurisdiction.

B. An Owner who is a lessor of a vehicle to which a notice of liability was issued pursuant to this Chapter shall not be liable for the violation of Subdivision (d) of § 1111 of the New York State Vehicle and Traffic law, provided that he or she sends to the court having jurisdiction a copy of the rental, lease or other such contract document covering such vehicle on the date of the violation, with the name and address of the lessee clearly legible, within thirty-seven (37) days after receiving notice from the court of the date and time of such violation, together with the other information contained in the original notice of liability. Failure to send such information within such thirty-seven (37) day time period shall render the Owner liable for the penalty prescribed by this Chapter. Where the lessor complies with the provisions of this subdivision, the lessee of such vehicle on the date of such violation shall be deemed to be the Owner of such vehicle for purposes of this Chapter, shall

be subject to liability for the violation of Subdivision (d) of § 1111 of the New York State Vehicle and Traffic law article pursuant to this Chapter and shall be sent a notice of liability pursuant to this Chapter.

C. If the Owner liable for a violation of Subdivision (d) of § 1111 of the New York State Vehicle and Traffic Law pursuant to this Chapter was not the operator of the vehicle at the time of the violation, the Owner may maintain an action for indemnification against the operator.

D. Notwithstanding any other provision of this Chapter, no Owner of a vehicle shall be subject to a monetary fine imposed pursuant to this Chapter if the operator of such vehicle was operating such vehicle without the consent of the Owner at the time such operator failed to obey a traffic control indication. For purposes of this Chapter, there shall be a presumption that the operator of such vehicle was operating such vehicle with the consent of the Owner at the time such operator failed to obey a traffic control indication.

E. No Owner of a vehicle shall be liable for a penalty imposed pursuant to this Chapter where the operator of such vehicle has been convicted of the underlying violation of Subdivision (d) of § 1111 of the New York State Vehicle and Traffic Law.

F. It shall be a defense to any prosecution for a violation of Subdivision (d) of § 1111 of the New York State Vehicle and Traffic Law pursuant to this Chapter that such traffic control indications were malfunctioning at the time of the alleged violation.

Sec. 709.91 Annual Report.

The Commissioner of the Department of Public Safety shall submit to the Governor, the temporary President of the Senate, the Speaker of the Assembly, the County Executive and the County Board of Legislators, an annual report of the results of the use of a Traffic Control Signal Photo Violation-Monitoring Device on or before June 1, 2025, and on the same date in each succeeding year, in which the demonstration program is operable. Such report shall include, but not be limited to:

1. A description of the locations where TCSPVMDs were used;
2. The aggregate number, type and severity of accidents reported at those intersections for the year preceding the installation of a TCSPVMD, to the extent the information is maintained by the New York State Department of Motor Vehicles;
3. The aggregate number, type and severity of accidents reported at intersections where a TCSPVMD is used, as well as for each year that the TCSPVMD has been operating to the extent the information is maintained by the New York State Department of Motor Vehicles;
4. The number of events and number of violations recorded at each intersection where a TCSPVMD is used and in the aggregate on a daily, weekly and monthly

basis;

5. The number of notices of liability issued for violations recorded by such system at each intersection where a TCSPVMD is used;
6. The number of fines imposed and total amount of fines paid after the first notice of liability;
7. The number and percentage of violations adjudicated and results of such adjudications, including breakdowns of dispositions made for violations recorded by such systems, which shall be provided at least annually to the County by the respective courts and bureaus conducting such adjudications;
8. The total amount of revenue realized by the County from such adjudications including a breakdown of revenue realized by the County for each year since deployment of its TCSPVMD;
9. Expenses incurred by the County in connection with the program; and
10. Quality of the adjudication process and its results which shall be provided at least annually to the County by the respective courts and bureaus conducting such adjudications.

Sec. 709.101 Traffic Control Signal Photo Violation Monitoring Device Equipment.

The purchase or lease of equipment for the demonstration program established by this Chapter shall be subject to the provisions of § 103 of the New York State General Municipal Law, and of the provisions of Chapter 161 and Part XIV of the Laws of Westchester County.

Sec. 709.111 Severability.

If any clause, sentence, paragraph, subdivision, section, or part of this ordinance or the application thereof to any person, individual, corporation, firm, partnership, entity, or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this ordinance, or in its application to the person, individual, corporation, firm, partnership, entity, or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

§2. This Local Law shall take effect one hundred and eighty (180) days after enactment, and shall expire on the same date that the New York State Law authorizing such demonstration program expires.



George Latimer
County Executive

July 12, 2024

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

Dear Honorable Members of the Board of Legislators:

Attached for your consideration is an Act which, if approved by your Honorable Board, would authorize the County of Westchester ("County"), acting by and through its Department of Emergency Services ("DES") to enter into an intermunicipal agreement ("Agreement") with the Hawthorne Fire District ("District") for a term of two (2) years commencing retroactively on January 1, 2023 and expiring on December 31, 2024. For the services to be provided, the District will be paid the aggregate amount not to exceed Thirty Thousand and 00/100 (\$30,000.00) Dollars, subject to appropriation. The County's agreement with the District for these same services expired on December 31, 2022.

In order to respond to the unique environments existing on the Grasslands Reservation, the District will participate in specialized training and activities with the Grasslands Fire Brigade and furnish, at its sole cost and expense, equipment appropriate to prepare for fire suppression activities and rescue operations on the Grasslands Reservation. The proposed Agreement is essential for the enhancement of fire protection on the Grasslands Reservation. More particularly, the District will be required to perform the following services:

(a) The District agrees to train with DES staff and develop a plan whereby the District may be called upon to operate District vehicles (if available) or DES vehicles to transport the Mass Decontamination Unit ("MDU") trailer, Rough Terrain Vehicle ("RTV") transport trailers, Mass Casualty Incident ("MCI") trailers or other types of equipment trailers owned by the County to emergency scenes in and around Westchester County. Said training shall be conducted with County staff and designees at a time and location to be determined by the County in consultation with the District. Said training shall include, but not be limited to, trailer/vehicle attachment and detachment, trailer tow vehicle safety instruction and familiarization with County driver policies and procedures.

The District shall supply and maintain a minimum of six (6) firefighters who have completed said training. Each identified firefighter must be capable of being pre-cleared by the County Office of Risk Management as a qualified motor vehicle operator.

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

Telephone: (914)995-2900

Website: WestchesterCountyNY.gov

The District agrees to supply a qualified firefighter/driver within 30 minutes of the initial request to transport the trailer(s) to the scene upon request from the County Emergency Communications Center (ECC-60 Control), provided it has the trained personnel available to do so. The District will not be responsible, if after a good faith effort to locate a trained operator(s), it is unable to respond to a request for a driver. Should the District fail to respond to three (3) such requests during any calendar year of this Agreement, the County reserves the right to deem such failure to perform as a material breach and cancel the Agreement immediately. In the event the Agreement is so terminated, to the extent there are any unpaid fees, said fees shall be prorated to the date of termination.

(b) Participate in annual, joint training; site "walkthroughs"; preparation of pre-plans; participation in tabletops and drills with the Grasslands Fire Brigade, County employees and designees. Such training shall be conducted at a time and location to be determined by the County in consultation w/ the District. Documentation of participation in said activities (including attendance rolls) shall be reported in writing to the DES Director of Fire Services within thirty (30) days of occurrence.

(c) Maintain a minimum of twenty-four (24) firefighters trained in the NYS Decontamination curriculum for the Fire District firefighters to operate upon request, the decontamination equipment at the Westchester Medical Center and the DES MDU. Training of the Fire District's firefighters will include familiarization with the process of erecting and operating decontamination equipment during emergencies in order to maintain a standard of fitness to competently operate said decontamination equipment.

(d) Requests for decontamination response will be placed by the Department of Emergency Services, Emergency Communications Center (ECC-60 Control) or the Westchester Medical Center, through the Department of Emergency Services, Emergency Communications Center (ECC-60 Control).

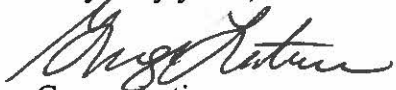
(e) Conduct at least one drill to demonstrate the capability to establish and operate the decontamination equipment in conjunction with Westchester Medical Center staff and the Grasslands Fire Brigade, County employees and designees. Said drill shall be scheduled jointly by the District and DES.

(f) Maintain an ongoing professional standard of communication with the Grasslands Fire Brigade.

(g) Issue a quarterly report to the DES Commissioner by the last Friday of the month following the end of the previous quarter, i.e., the last Friday in the months of April, July, October and January, itemizing and providing a summary for the previous quarter's activities. Said report shall contain information on all activities involving the Grasslands Reservation and report on the success of any special initiatives or projects.

I believe this Agreement to be in the best interest of the County and, therefore, recommend your favorable action on the annexed proposed Act.

Very truly yours,

A handwritten signature in cursive script, appearing to read "George Latimer".

George Latimer
Westchester County Executive

GL/RGW/cmc /Attachments

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

Your Committee is in receipt of a communication from the County Executive forwarding for your Honorable Board's consideration an Act which, if approved, would authorize the County of Westchester ("County"), acting by and through its Department of Emergency Services ("DES") to enter into an intermunicipal agreement ("Agreement") with the Hawthorne Fire District ("District") for a term of two (2) years commencing retroactively on January 1, 2023 and expiring on December 31, 2024. For the services to be provided, the District will be paid the aggregate amount not to exceed Thirty Thousand and 00/100 (\$30,000.00) Dollars, subject to appropriation. The County's agreement with the District for these same services expired on December 31, 2022.

In order to respond to the unique environments existing on the Grasslands Reservation, the District will participate in specialized training and activities with the Grasslands Fire Brigade and furnish, at its sole cost and expense, equipment appropriate to prepare for fire suppression activities and rescue operations on the Grasslands Reservation. The proposed Agreement is essential for the enhancement of fire protection on the Grasslands Reservation. More particularly, the District will be required to perform the following services:

(a) The District agrees to train with DES staff and develop a plan whereby the District may be called upon to operate District vehicles (if available) or DES vehicles to transport the Mass Decontamination Unit ("MDU") trailer, Rough Terrain Vehicle ("RTV") transport trailers, Mass Casualty Incident ("MCI") trailers or other types of equipment trailers owned by the County to emergency scenes in and around Westchester County. Said training shall be conducted with County staff and designees at a time and location to be determined by the County in consultation with the District. Said training shall include, but not be limited to, trailer/vehicle attachment and detachment, trailer tow vehicle safety instruction and familiarization with County driver policies and procedures. The District shall supply and maintain a minimum of six (6) firefighters who have completed said training. Each identified firefighter must be capable of being pre-cleared by the County Office of Risk Management as a qualified motor vehicle operator.

The District agrees to supply a qualified firefighter/driver within 30 minutes of the initial request to transport the trailer(s) to the scene upon request from the County Emergency Communications Center (ECC-60 Control), provided it has the trained personnel available to do so. The District will not be responsible, if after a good faith effort to locate a trained operator(s), it is unable to respond to a request for a driver. Should the District fail to respond to three (3) such requests during any calendar year of this Agreement, the County reserves the right to deem such failure to perform as a material breach and cancel the Agreement immediately. In the event the

Agreement is so terminated, to the extent there are any unpaid fees, said fees shall be prorated to the date of termination.

(b) Participate in annual, joint training; site “walkthroughs”; preparation of pre-plans; participation in tabletops and drills with the Grasslands Fire Brigade, County employees and designees. Such training shall be conducted at a time and location to be determined by the County in consultation w/ the District. Documentation of participation in said activities (including attendance rolls) shall be reported in writing to the DES Director of Fire Services within thirty (30) days of occurrence.

(c) Maintain a minimum of twenty four (24) firefighters trained in the NYS Decontamination curriculum for the Fire District firefighters to operate upon request, the decontamination equipment at the Westchester Medical Center and the DES MDU. Training of the Fire District's firefighters will include familiarization with the process of erecting and operating decontamination equipment during emergencies in order to maintain a standard of fitness to competently operate said decontamination equipment.

(d) Requests for decontamination response will be placed by the Department of Emergency Services, Emergency Communications Center (ECC-60 Control) or the Westchester Medical Center, through the Department of Emergency Services, Emergency Communications Center (ECC-60 Control).

(e) Conduct at least one drill to demonstrate the capability to establish and operate the decontamination equipment in conjunction with Westchester Medical Center staff and the Grasslands Fire Brigade, County employees and designees. Said drill shall be scheduled jointly by the District and DES.

(f) Maintain an ongoing professional standard of communication with the Grasslands Fire Brigade.

(g) Issue a quarterly report to the DES Commissioner by the last Friday of the month following the end of the previous quarter, i.e., the last Friday in the months of April, July, October and January, itemizing and providing a summary for the previous quarter's activities. Said report shall contain information on all activities involving the Grasslands Reservation and report on the success of any special initiatives or projects.

The Department of Planning has advised your Committee that based on its review, the authorization of the proposed Agreement does/do not meet the definition of an action under the New York State Environmental Quality Review Act (“SEQRA”) and its implementing regulations, 6 NYCRR Part 617. Please refer to the memorandum from the Department of Planning dated January 8, 2024, which is on file with the Clerk of the Board of Legislators. Your Committee concurs with this recommendation.

An affirmative vote of a majority of the voting strength of your Honorable Board is required for approval of the attached Act.

Your Committee has carefully considered the proposed Act and believes it to be in the best interest of the County and, therefore, recommends your Honorable Board's favorable action on the annexed proposed Act.

Dated: _____, 2024
White Plains, New York

COMMITTEE ON

C:CMC.07.11.2024

FISCAL IMPACT STATEMENT

SUBJECT: IMA -Hawthorne Fire District

☐ 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 \$ 30,000

Total Current Year Revenue \$ -

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

☐ Additional Appropriations ☐ Other (explain)

Identify Accounts: 101_20_1000_4420 IMA with Hawthorne FD for fire supression services for a
term of two years, commencing January 1, 2023 and expiring December 31, 2024 for a NTE of \$30,000.

Potential Related Operating Budget Expenses: Annual Amount N/A

Describe: _____

Potential Related Operating Budget Revenues: Annual Amount N/A

Describe: _____

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

Current Year: N/A

Next Four Years: N/A

Prepared by: Patricia Haggerty

Title: Sr. Budget Analyst

Department: Budget

Date: July 9, 2024

Reviewed By: PH

Budget Director

Date: 7/15/24

ACT NO. 2024-_____

AN ACT authorizing the County of Westchester to enter into an intermunicipal agreement with the Hawthorne Fire District to provide specialized training and fire suppression services for a two (2) year term commencing retroactively on January 1, 2023 and expiring on December 31, 2024, in an aggregate amount not to exceed Thirty Thousand (\$30,000.00) Dollars.

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

Section 1. The County of Westchester is hereby authorized to enter into an intermunicipal agreement with the Hawthorne Fire District ("District") for a term of two (2) years commencing retroactively on January 1, 2023 and expiring on December 31, 2024.

§2. The District will participate in specialized training and activities with the Grasslands Fire Brigade and furnish, at its sole cost and expense, equipment appropriate to prepare for fire suppression activities and rescue operations on the Grasslands Reservation. For the services to be provided, the District will be paid the aggregate amount not to exceed Thirty Thousand (\$30,000.00) Dollars, subject to appropriation.

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

§4. This Act shall take effect immediately.



George Latimer
County Executive
July 11, 2024

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

Dear Honorable Members of the Board of Legislators:

Attached for your consideration is an Act which, if approved by your Honorable Board, would authorize the County of Westchester ("County"), acting by and through its Department of Emergency Services ("DES") to enter into an intermunicipal agreement ("Agreement") with the Valhalla Fire District ("District") for a term of two (2) years commencing retroactively on January 1, 2023 and expiring on December 31, 2024. For the services to be provided, the District will be paid the aggregate amount not to exceed One Hundred Thousand (\$100,000.00) Dollars, subject to appropriation. The County's agreement with the District for these same services expired on December 31, 2022.

In order to respond to the unique environments existing on the Grasslands Reservation, the District will participate in specialized training and activities with the Grasslands Fire Brigade and furnish, at its sole cost and expense, equipment appropriate to prepare for fire suppression activities and rescue operations on the Grasslands Reservation. The proposed Agreement is essential for the enhancement of fire protection on the Grasslands Reservation. More particularly, the District will be required to perform the following services:

(a) The District agrees to train with DES staff and develop a plan whereby the District may be called upon to operate District vehicles (if available) or DES vehicles to transport the Mass Decontamination Unit ("MDU") trailer, Rough Terrain Vehicle ("RTV") transport trailers, Mass Casualty Incident ("MCI") trailers or other types of equipment trailers owned by the County to emergency scenes in and around Westchester County. Said training shall be conducted with County staff and designees at a time and location to be determined by the County in consultation with the District. Said training shall include, but not be limited to, trailer/vehicle attachment and detachment, trailer tow vehicle safety instruction and familiarization with County driver policies and procedures.

The District shall supply and maintain a minimum of six (6) firefighters who have completed said training. Each identified firefighter must be capable of being pre-cleared by the County Office of Risk Management as a qualified motor vehicle operator.

The District agrees to supply a qualified firefighter/driver within 30 minutes of the initial request to transport the trailer(s) to the scene upon request from the County Emergency

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

Telephone: (914)995-2900

Website: WestchesterCountyNY.gov

Communications Center (ECC-60 Control), provided it has the trained personnel available to do so. The District will not be responsible, if after a good faith effort to locate a trained operator(s), it is unable to respond to a request for a driver. Should the District fail to respond to three (3) such requests during any calendar year of this Agreement, the County reserves the right to deem such failure to perform as a material breach and cancel the Agreement immediately. In the event the Agreement is so terminated, to the extent there are any unpaid fees, said fees shall be prorated to the date of termination.

(b) Participate in annual, joint training; site "walkthroughs"; preparation of pre-plans; participation in tabletops and drills with the Grasslands Fire Brigade, County employees and designees. Such training shall be conducted at a time and location to be determined by the County in consultation w/ the District. Documentation of participation in said activities (including attendance rolls) shall be reported in writing to the DES Director of Fire Services within thirty (30) days of occurrence.

(c) Maintain a minimum of twenty-four (24) firefighters trained in the NYS Decontamination curriculum for the Fire District firefighters to operate upon request, the decontamination equipment at the Westchester Medical Center and the DES MDU. Training of the Fire District's firefighters will include familiarization with the process of erecting and operating decontamination equipment during emergencies in order to maintain a standard of fitness to competently operate said decontamination equipment.

(d) Requests for decontamination response will be placed by the Department of Emergency Services, Emergency Communications Center (ECC-60 Control) or the Westchester Medical Center, through the Department of Emergency Services, Emergency Communications Center (ECC-60 Control).

(e) Conduct at least one drill to demonstrate the capability to establish and operate the decontamination equipment in conjunction with Westchester Medical Center staff and the Grasslands Fire Brigade, County employees and designees. Said drill shall be scheduled jointly by the District and DES.

(f) Maintain an ongoing professional standard of communication with the Grasslands Fire Brigade.

(g) Issue a quarterly report to the DES Commissioner by the last Friday of the month following the end of the previous quarter, i.e., the last Friday in the months of April, July, October and January, itemizing and providing a summary for the previous quarter's activities. Said report shall contain information on all activities involving the Grasslands Reservation and report on the success of any special initiatives or projects.

I believe this Agreement to be in the best interest of the County and, therefore, recommend your favorable action on the annexed proposed Act.

Very truly yours,



George Latimer
Westchester County Executive

GL/RGW/cmc /Attachments

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

Your Committee is in receipt of a communication from the County Executive forwarding for your Honorable Board's consideration an Act which, if approved, would authorize the County of Westchester ("County"), acting by and through its Department of Emergency Services ("DES") to enter into an intermunicipal agreement ("Agreement") with the Valhalla Fire District ("District") for a term of two (2) years commencing retroactively on January 1, 2023 and expiring on December 31, 2024. For the services to be provided, the District will be paid the aggregate amount not to exceed One Hundred Thousand (\$100,000.00) Dollars, subject to appropriation. The County's agreement with the District for these same services expired on December 31, 2022.

In order to respond to the unique environments existing on the Grasslands Reservation, the District will participate in specialized training and activities with the Grasslands Fire Brigade and furnish, at its sole cost and expense, equipment appropriate to prepare for fire suppression activities and rescue operations on the Grasslands Reservation. The proposed Agreement is essential for the enhancement of fire protection on the Grasslands Reservation. More particularly, the District will be required to perform the following services:

(a) The District agrees to train with DES staff and develop a plan whereby the District may be called upon to operate District vehicles (if available) or DES vehicles to transport the Mass Decontamination Unit ("MDU") trailer, Rough Terrain Vehicle ("RTV") transport trailers, Mass Casualty Incident ("MCI") trailers or other types of equipment trailers owned by the County to emergency scenes in and around Westchester County. Said training shall be conducted with County staff and designees at a time and location to be determined by the County in consultation with the District. Said training shall include, but not be limited to, trailer/vehicle attachment and detachment, trailer tow vehicle safety instruction and familiarization with County driver policies and procedures.

The District shall supply and maintain a minimum of six (6) firefighters who have completed said training. Each identified firefighter must be capable of being pre-cleared by the County Office of Risk Management as a qualified motor vehicle operator.

The District agrees to supply a qualified firefighter/driver within 30 minutes of the initial request to transport the trailer(s) to the scene upon request from the County Emergency Communications Center (ECC-60 Control), provided it has the trained

personnel available to do so. The District will not be responsible, if after a good faith effort to locate a trained operator(s), it is unable to respond to a request for a driver. Should the District fail to respond to three (3) such requests during any calendar year of this Agreement, the County reserves the right to deem such failure to perform as a material breach and cancel the Agreement immediately. In the event the Agreement is so terminated, to the extent there are any unpaid fees, said fees shall be prorated to the date of termination.

(b) Participate in annual, joint training; site “walkthroughs”; preparation of pre-plans; participation in tabletops and drills with the Grasslands Fire Brigade, County employees and designees. Such training shall be conducted at a time and location to be determined by the County in consultation w/ the District. Documentation of participation in said activities (including attendance rolls) shall be reported in writing to the DES Director of Fire Services within thirty (30) days of occurrence.

(c) Maintain a minimum of twenty four (24) firefighters trained in the NYS Decontamination curriculum for the Fire District firefighters to operate upon request, the decontamination equipment at the Westchester Medical Center and the DES MDU. Training of the Fire District's firefighters will include familiarization with the process of erecting and operating decontamination equipment during emergencies in order to maintain a standard of fitness to competently operate said decontamination equipment.

(d) Requests for decontamination response will be placed by the Department of Emergency Services, Emergency Communications Center (ECC-60 Control) or the Westchester Medical Center, through the Department of Emergency Services, Emergency Communications Center (ECC-60 Control).

(e) Conduct at least one drill to demonstrate the capability to establish and operate the decontamination equipment in conjunction with Westchester Medical Center staff and the Grasslands Fire Brigade, County employees and designees. Said drill shall be scheduled jointly by the District and DES.

(f) Maintain an ongoing professional standard of communication with the Grasslands Fire Brigade.

(g) Issue a quarterly report to the DES Commissioner by the last Friday of the month following the end of the previous quarter, i.e., the last Friday in the months of April, July, October and January, itemizing and providing a summary for the previous quarter's activities. Said report shall contain information on all activities involving the Grasslands Reservation and report on the success of any special initiatives or projects.

The Department of Planning has advised your Committee that based on its review, the authorization of the proposed Agreement does/do not meet the definition of an action under the New York State Environmental Quality Review Act (“SEQRA”) and its implementing regulations, 6 NYCRR Part 617. Please refer to the memorandum from the Department of Planning dated

January 8, 2024, which is on file with the Clerk of the Board of Legislators. Your Committee concurs with this recommendation.

An affirmative vote of a majority of the voting strength of your Honorable Board is required for approval of the attached Act.

Your Committee has carefully considered the proposed Act and believes it to be in the best interest of the County and, therefore, recommends your Honorable Board's favorable action on the annexed proposed Act.

Dated: _____, 2024
White Plains, New York

COMMITTEE ON

C:CMC.07.11.2024

FISCAL IMPACT STATEMENT

SUBJECT: IMA -Valhalla Fire District

☐ 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 \$ 100,000

Total Current Year Revenue \$ -

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

☐ Additional Appropriations ☐ Other (explain)

Identify Accounts: 101_20_1000_4420 IMA with Valhalla FD for fire suppression services for a
term of two years, commencing January 1, 2023 and expiring December 31, 2024 for a NTE of \$100,000.

Potential Related Operating Budget Expenses: Annual Amount N/A

Describe: _____

Potential Related Operating Budget Revenues: Annual Amount N/A

Describe: _____

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

Current Year: N/A

Next Four Years: N/A

Prepared by: Patricia Haggerty

Title: Sr. Budget Analyst

Department: Budget

Date: July 9, 2024

Reviewed By: 

Budget Director

Date: 7/15/24

ACT NO. 2024-_____

AN ACT authorizing the County of Westchester to enter into an intermunicipal agreement with the Valhalla Fire District to provide specialized training and fire suppression services for a two (2) year term commencing retroactively on January 1, 2023 and expiring on December 31, 2024, in an aggregate amount not to exceed One Hundred Thousand (\$100,000.00) Dollars.

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

Section 1. The County of Westchester is hereby authorized to enter into an intermunicipal agreement with the Valhalla Fire District ("District") for a term of two (2) years commencing retroactively on January 1, 2023 and expiring on December 31, 2024.

§2. The District will participate in specialized training and activities with the Grasslands Fire Brigade and furnish, at its sole cost and expense, equipment appropriate to prepare for fire suppression activities and rescue operations on the Grasslands Reservation. For the services to be provided, the District will be paid the aggregate amount not to exceed One Hundred Thousand and 00/100 (\$100,000.00) Dollars, subject to appropriation.

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

§4. This Act shall take effect immediately.



George Latimer
County Executive

July 17, 2024

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

Dear Honorable Members of the Board of Legislators:

Transmitted herewith is legislation, which, if adopted by your Honorable Board, would authorize the County of Westchester (the "County") to enter into the following agreements with the Croton Falls Fire District (the "District") concerning the Sun Valley Drive site located in the Town of North Salem:

- (1) A local law (the "Local Law") authorizing the County to enter into a lease agreement (the "Lease Agreement") with the District to lease approximately 6,430 \pm sq. ft. (0.15 \pm acres) of District-owned real property (the "County Leased Premises"), located at 40 Sun Valley Drive, Croton Falls, New York in the Town of North Salem, identified on the official tax maps for the Town of North Salem as Section 1, Block 11734, Lot 68 (the "Parcel") for the County to construct, install, maintain and operate a County communication facility, including a 12' wide gravel access road to the facility, for public safety and/or governmental radio communication purposes (the "County Communication Facility").
- (2) An Act authorizing the County to enter into an easement agreement (the "Easement Agreement") with the District, pursuant to which the District will grant the County an easement over approximately 18,945 \pm sq. ft. (0.43 \pm acres) of land within the Parcel for the County to install and maintain certain erosion, sediment control, grading, and storm water work and facilities necessary for the installation of the County Communication Facility.

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

Telephone: (914) 995-2900 Email: ceo@westchestercountyny.gov



(3) An Act authorizing the County to enter into an inter-municipal agreement (“IMA”) with the District, pursuant to which the County will lease to the District a 2015 generator for use as a backup generator for the District’s emergency radio communication equipment located on a separate communication facility owned by Crown Atlantic Company, LLC on a separate portion of the Parcel.

As the purpose of this arrangement is for public safety and/or governmental purposes, the County and the District will not charge rent to each other under any of the above agreements.

The County Communication Facility is necessary for operation of the County public safety radio communications systems being replaced, installed and expanded by the County. As your Honorable Board may recall, the County relies on these radio communications systems to provide communication services on a 24x7 basis for first responders from the police, fire, and emergency medical services (EMS) and the Bee-Line Bus System. The County’s mission-critical radio systems serve the first responders well, and the County Communication Facility is part of the plan to expand the new system.

The term of the Lease Agreement shall commence upon execution and continue for a period of twenty (20) years, unless sooner terminated as provided for in the Lease Agreement, with the County having the option to renew the Lease Agreement upon the same terms and conditions for an additional ten (10) year renewal period.

The term of the Easement Agreement shall commence upon execution and shall continue for a term that is coterminous with the Lease Agreement, including any renewals thereof. Upon the expiration or termination of the Lease Agreement, the Easement Agreement shall terminate unless otherwise agreed to in writing between the parties. In addition, upon the termination of the Easement Agreement, the County shall have no further right or obligation to install, construct, maintain, operate or repair the storm water facilities.

The term of the IMA shall commence upon execution and terminate five (5) years thereafter, unless sooner terminated as provided for in the IMA.

I have been advised that, pursuant to Section 104.11(5)(e) of the Laws of Westchester County, authorization of the Lease Agreement requires passage of a Local Law. Also attached is a Resolution authorizing a Public Hearing as required by Section 209.141(4) of the Laws of Westchester County.

Copies of the Lease Agreement, Easement Agreement and IMA are attached for reference.

Based upon the foregoing, I believe that the proposed Lease Agreement, Easement Agreement and IMA are in the best interest of the County. Therefore, I recommend the favorable action by your Honorable Board on the annexed proposed legislation.

Sincerely,

A handwritten signature in black ink, appearing to read "George Latimer", written over the printed name.

George Latimer
Westchester County Executive

GL/RAN
Attachments

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

Your Committee is in receipt of a communication from the County Executive recommending approval of the following local law and two (2) Acts, which, if adopted, would authorize the County of Westchester (the “County”), to enter into the following agreements with the Croton Falls Fire District (the “District”) concerning the Sun Valley Drive site located in the Town of North Salem:

- 1) A local law (the “Local Law”) authorizing the County of Westchester (the “County”) to enter into a lease agreement (the “Lease Agreement”) with the District to lease approximately 6,430 ± sq. ft. (0.15 ± acres) of District-owned real property (the “County Leased Premises”), located at 40 Sun Valley Drive, Croton Falls, New York in the Town of North Salem, identified on the Official Tax Maps for the Town of North Salem as Section 1, Block 11734, Lot 68 (the “Parcel”) for the County to construct, install, maintain and operate a County communication facility, including a 12’ wide gravel access road to the facility, for public safety and/or governmental radio communication purposes (the “County Communication Facility”).
- 2) An Act authorizing the County to enter into an easement agreement (“Easement Agreement”) with the District, pursuant to which the District will grant the County an easement over approximately 18,945 ± sq. ft. (0.43 ± acres) of land within the Parcel for the County to install and maintain certain erosion, sediment control, grading, and storm water work and facilities necessary for the installation of the County Communication Facility.
- 3) An Act authorizing the County to enter into an inter-municipal agreement (“IMA”) with the District, pursuant to which the County will lease to the District a 2015 generator for use as a backup generator for the District’s emergency radio communication equipment located on separate communication facility owned by Crown Atlantic Company, LLC on a separate portion of the Parcel.

Your Committee is advised that the purpose of this arrangement is for public safety and/or governmental purposes, and, as such, the County and the District will not be charging rent to each other under any of the above agreements.

Your Committee is further advised that the County Communication Facility is necessary for operation of the County public safety radio communications systems being replaced, installed and expanded by the County. As your Honorable Board may recall, the County relies on these radio communications systems to provide communication services on a 24x7 basis for first responders from the police, fire, and emergency medical services (EMS) and the Bee-Line Bus System. The County's mission-critical radio systems serve the first responders well, and the County Communication Facility is part of the plan to expand the new system.

Your Committee is further advised that the term of the Lease Agreement shall commence upon execution and continue for a period of twenty (20) years, unless sooner terminated as provided for in the Lease Agreement, with the County having the option to renew the Lease Agreement upon the same terms and conditions for an additional ten (10) year renewal period.

Your Committee is further advised that the term of the Easement Agreement shall commence upon execution and continue for a term that is coterminous with the Lease Agreement, including any renewals thereof. Upon the expiration or termination of the Lease Agreement, this Easement Agreement shall terminate unless otherwise agreed to in writing between the parties. Upon termination of this Easement Agreement, the County shall have no further right or obligation to install, construct, maintain, operate or repair the storm water facilities.

Your Committee is further advised that the term of the IMA shall commence upon execution and terminate five (5) years thereafter, unless sooner terminated as provided for in the IMA.

Your Committee is further advised that, pursuant to Section 104.11(5) (e) of the Laws of Westchester County, authorization of this Lease Agreement requires passage of the Local Law

adopted by an affirmative vote of two-thirds of all members of the Board of Legislators. Also attached is a Resolution authorizing a Public Hearing as required by Section 209.141(4) of the Laws of Westchester County. An affirmative vote of a majority of the members of your Honorable Board is required to adopt both the Act to approve the Easement Agreement and the Act to approve the IMA.

As your Honorable Board is aware, no action may be taken with regard to the proposed legislation until the requirements of the State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617, ("SEQRA") have been met. The Planning Department has advised that the proposed installation of a County radio communication facility at the Sun Valley Drive site was previously classified as an Unlisted Action and reviewed under SEQRA by your Honorable Board in connection with capital project BIT32, a comprehensive project involving 29 sites throughout the County to replace the existing County-wide radio system. At a meeting duly held on July 15, 2019, your Honorable Board adopted Resolution No. 176-2019, pursuant to which it issued a negative declaration for the overall project, including the Sun Valley Site.

The Planning Department has advised that the current plan for a County radio communication facility at the Sun Valley Drive site and potential environmental impacts vary from the scope of the original environmental review, and, therefore, requires further environmental review under SEQRA.

The Planning Department has advised that the proposed installation of a County radio communication facility at the Sun Valley Drive site continues to be an "Unlisted Action." In addition, pursuant to Section 617.6(b)(3) of the implementing regulations, coordinated review was initiated on behalf of the Board of Legislators. A notice of intent for the County to serve as Lead Agency was sent on May 31, 2024 to the District, which is the only other involved agency for this project. In a response dated June 4, 2024, the District concurred with the County assuming the role of Lead Agency.

In accordance with SEQRA, a resolution and revised Full Environmental Assessment Form (“EAF”) are enclosed for your review and approval. Your Committee has carefully considered the proposed Local Law to approve the Lease Agreement and Act to approve the Easement Agreement for the County Communication Facility. It has reviewed the EAF and the criteria contained in Section 617.7 of the SEQRA regulations to identify the relevant areas of environmental concern. For the reasons set forth in the EAF, your Committee believes that the proposed action will not have any significant impact on the environment and urges your Honorable Board to adopt the annexed resolution by which this Board would issue an amended negative declaration for the proposed action.

With respect to the proposed Act to approve the IMA to lease the 2015 generator, the Planning Department has advised that this may be classified as a Type II action, which does not require an environmental review. Your Committee concurs with the Planning Department’s recommendation.

Based upon the foregoing, your Committee believes that the proposed Lease Agreement, Easement Agreement and IMA are in the best interest of the County. Therefore, your Committee recommends the favorable action by your Honorable Board on the annexed proposed legislation.

Dated: _____, 2024

White Plains, New York

COMMITTEE ON

k:ran 7.17.24

FISCAL IMPACT STATEMENT

SUBJECT: 40 Sun Valley Drive Site, Croton Falls

☒ NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

☐ GENERAL FUND

☐ AIRPORT FUND

☐ SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense \$ -

Total Current Year Revenue \$ -

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

☐ Additional Appropriations

☐ Other (explain)

Identify Accounts: _____

Potential Related Operating Budget Expenses: Annual Amount 0

Describe: Lease, easement, and IMA allow County to construct, install, and maintain a County Communications Facility. No rental payment under any of these agreements because they are for public safety and/or governmental communication purposes and use.

Potential Related Operating Budget Revenues: Annual Amount 0

Describe: None

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

Current Year: None

Next Four Years: None

Prepared by: Li-Li Ng

Title: Assistant Budget Analyst

Department: Budget

Date: February 15, 2024

Reviewed By: 

Budget Director

Date: 2/15/24

RESOLUTION NO. - 2024

RESOLVED, that this Board hold a public hearing pursuant to Section 209.141(4) of the Laws of Westchester County on Local Law Intro. No. 2024-_____ entitled “A LOCAL LAW authorizing the County of Westchester to enter into a lease agreement with the Croton Falls Fire District for the County to lease a portion of District-owned real property located at 40 Sun Valley Drive, Croton Falls, New York in the Town of North Salem for a period of twenty (20) years with the County having the option to renew the lease for an additional ten (10) year renewal period.”

The public hearing will be held at m. on the day of , _____ in the Chambers of the Board of Legislators, 8th Floor, Michaelian Office Building, White Plains, New York. The Clerk of the Board shall cause notice of the time and date of such hearing to be published at least once in one or more newspapers published in the County of Westchester and selected by the Clerk of the Board for that purpose in the manner and time required by law.

LOCAL LAW INTRO NO. 2024 - _____

A LOCAL LAW authorizing the County of Westchester to enter into a lease agreement with the Croton Falls Fire District for the County to lease a portion of District-owned real property located at 40 Sun Valley Drive, Croton Falls, New York in the Town of North Salem for a period of twenty (20) years with the County having the option to renew the lease for an additional ten (10) year renewal period.

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

Section 1. The County of Westchester (the “County”) is hereby authorized to enter into a lease agreement (the “Lease Agreement”) with the Croton Falls Fire District to lease approximately 6,430 ± sq. ft. (0.15 ± acres) of the District-owned real property (the “County Leased Premises”), located at 40 Sun Valley Drive, Croton Falls, New York in the Town of North Salem, identified on the official tax maps for the Town of North Salem as Section 1, Block 11734, Lot 68 (the “Parcel”) for the County to construct, install, maintain and operate a County communication facility, including a 12’ wide gravel access road to the facility, for public safety and/or governmental radio communication purposes.

§2. The Lease Agreement shall be for a term commencing upon execution and continuing for a period of twenty (20) years unless sooner terminated as provided for in the Lease Agreement, with the County having the option to renew the Lease Agreement upon the same terms and conditions for an additional ten (10) year renewal period.

§3. The County Executive or his authorized designee is hereby authorized and empowered to execute all instruments and to take all actions necessary and appropriate to effectuate the purposes hereof

§4. This Local Law shall take effect immediately.

Lease Agreement

This Lease Agreement ("Lease" or "Agreement") made this ____ day of _____, 2024 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, NY 10601 (hereinafter referred to as the "County"),

and

THE CROTON FALLS FIRE DISTRICT, a political subdivision of the State of New York and a district existing pursuant to the laws of the State of New York, having an office and place of business at 301 Titicus Road, North Salem, New York 10560 (hereinafter referred to as the "District").

The "County" and the "District" may be referred to herein collectively as the "Parties" or individually as a "Party."

WITNESSETH:

WHEREAS, the District is the title owner of certain real property located at 40 Sun Valley Drive, Croton Falls, New York in the Town of North Salem, identified on the Official Tax Maps for the Town of North Salem as Section 1, Block 11734, Lot 68 (the "Parcel"); and

WHEREAS, pursuant to a lease, dated December 6, 1999, as amended, (the "District/Crown Lease") the District leases approximately 5,000 square feet of the Parcel ("Crown Leased Premises") to Crown Atlantic Company, LLC ("Crown") for the construction and maintenance of a communication facility consisting of a free standing antenna support structure (the "Crown Tower") and related equipment for wireless communication purposes (collectively, the "Crown Communication Facility") pursuant to a certain lease dated December 6, 1999, as amended by a certain first amendment to the lease dated July 14, 2020 (collectively referred to as the "Crown Lease."); and

WHEREAS, the County seeks to improve public safety radio coverage in the area surrounding the Parcel in order to support public safety and governmental communication systems, including for police, fire, EMS, County transportation systems; and

WHEREAS, the County wishes to lease from the District a certain portion of the Parcel as defined herein to construct, install, maintain and operate thereon public safety radio communication equipment, including, but not limited to, a free standing antenna support structure (the "County Tower"), an equipment shelter (the "County Shelter"), a generator (the "County Generator"), a load bank (the "County Load Bank"), radio antennas and related equipment within a fenced enclosed County compound (collectively, the "County Communication Facility") as well as a County driveway leading to the County Communication Facility; and

WHEREAS, the Parties acknowledge that the County's radio communication equipment on the Parcel will be mutually beneficial to the Parties in that it will provide strengthened radio communication for emergency responders.

NOW, THEREFORE, for the promises made herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged and agreed, the Parties agree as follows:

1. **Leased Premises.** The District leases to the County, for the Term and subject to the provisions set forth herein, approximately 6,430± sq ft. (0.15 ± acres) square feet of the Parcel more particularly described in the metes and bounds description attached hereto and made a part hereof as Schedule "A" (the "County Leased Premises"), for the construction, installation, operation, maintenance, use, repair and management on the County Leased Premises of public safety communication equipment, including a County Tower, County Shelter, County Generator, County Load Bank, radio antennas and related equipment within the County Communication Facility and the installation on the County Leased Premises of a 12' wide gravel access road to the County Communication Facility (the "County Driveway") (collectively, the "Equipment and Improvements"), all as generally shown in the drawings and map survey attached hereto and made a part hereof as Schedule "B".

The County's rights under this Agreement shall also include the following:

(i) the right to use related District provided infrastructure, if any, (the "Infrastructure") including but not limited to utility lines, roadways, curb cuts, lawns and appurtenances presently existing or hereafter erected or placed thereon in accordance with the terms and provisions of this Agreement,

(ii) the right to install, and, thereafter, maintain and use, wires, cables, conduit, pipes and other connections (a) from the public right-of-way to the Parcel, (b) over, under or along the Parcel to the County Leased Premises and (c) on the County Leased Premises to the Equipment and Improvements on the County Leased Premises ("Utilities"),

(iii) the nonexclusive right to use the surface area, currently graveled, located on the Parcel contiguous to the County Driveway, seven days per week, twenty-four hours per day, on foot or motor vehicles, including trucks and trailers to access the County Leased Premises ("Gravel Access"),

(iv) the nonexclusive right of Access to the Parcel as set forth in Paragraph 10 of this Agreement and shown in Schedule "B", and

(v) the nonexclusive right to use the area beyond the County Leased Premises within the "Limits of Disturbance" line as marked in Schedule "B" for the purpose of (a) constructing and installing the Equipment and Improvements, (b) installing the Storm Water Facilities, and (c) performing maintenance and repair work as necessary from time to time on the Equipment and Improvements ("Construction/Maintenance Area"). The maintenance of the Storm Water Facilities will be through the execution of the Storm Water Easement as set forth in Paragraph 2 below.

The County Leased Premises, Infrastructure, Utilities, Gravel Access, Access, and Construction/Maintenance Area are hereinafter referred to collectively as the "Site".

2. **Storm Water Facilities.** The District grants to the County the right to install the erosion, sediment control, grading and storm water work and facilities (collectively, the "Storm Water Facilities") as depicted in Schedule "B". Upon completion of the Storm Water Facilities, the Parties agree to execute the Storm Water Easement attached hereto and made a part hereof as Schedule "C," (the "Storm Water Easement"), and the County will record the executed Storm Water Easement with the Westchester County Clerk's Office. The County shall have no obligation to install or construct any other erosion, sediment control, grading and storm water work and facilities on the Parcel or on any other parcel. The County does not guarantee the performance or effectiveness of the Storm Water Facilities.

3. **Crown Consent.** The District and the County acknowledge that they have entered into a Conditional Consent and Covenant Agreement with Crown, dated November 30, 2023, (the "Consent Agreement"), in which Crown consented to the County's construction, installation, maintenance, repair, use and operation of the County Communication Facility, a copy of which is attached hereto as Schedule "D" and incorporated herein by reference. In the event of a conflict between this Agreement and the Crown Lease, the District and the County shall act in good faith and undertake to promptly obtain appropriate permission for the County to perform under this Agreement.

4. **Relocation of District Equipment.** The District may relocate its antennas from the Crown Tower to the County Tower subject to the following: (A) the District and County entering into a license agreement mutually agreed upon between the Parties for the District to become a licensee on the County Tower, and (B) the District modifying or obtaining Federal Communication Commission (FCC) license(s) as needed for the operation of its antennas and equipment on the County Tower.

5. **Lease Term.** This Lease shall commence as of the date first set forth at the top of this Lease (the "Commencement Date") and continue for a term of twenty (20) years thereafter and expire on the twentieth anniversary from the Commencement Date (the "Term") unless sooner terminated as provided for herein. The County shall have the option to renew this Lease upon the same terms and conditions as set forth herein for an additional ten (10) year renewal period provided, at the time of exercising the renewal, it is in compliance with the terms of this Lease and provided it notifies the District of its intention to exercise its option to renew the Lease at least thirty (30) days prior to the expiration of the twenty (20) year term (the twenty (20) year term and ten (10) year renewal are referred to collectively as the "Term.").

6. **Rent.** The County shall have no obligation to pay the District rent for the Term of this Lease, but shall comply with the terms and conditions of this Lease.

7. **Equipment and Improvements.**

A. The County, at its sole cost and expense, shall undertake and complete the following on the Site:

- (i) The County shall be solely responsible for construction, installation, use, repair maintenance, and management of the Equipment and Improvements installed on the County Leased Premises for the Term of the Agreement.
- (ii) The County shall be solely responsible for the maintenance and fueling of the County Generator installed on the County Leased Premises for the Term of the Agreement.
- (iii) The County shall be responsible for securing the rights necessary for the Utilities and to use the poles and install the necessary electricity, fiber and connections from the street or public right of way to the poles on the Site and/or to the County Leased Premises for the Term of the Agreement.
- (iv) The County shall be solely responsible for the installation of the Storm Water Facilities as set forth in this Agreement and for the repair and maintenance of the Storm, Water Facilities as set forth in Storm Water Easement Agreement.

B. The County shall be permitted to install, maintain, and operate a County Shelter in which it will store climate controlled radio equipment cabinets with enclosed equipment and new AC electrical circuits needed to power the climate controlled radio cabinets and enclosed equipment.

C. The District shall provide the County with possession of the County Leased Premises and the use of the non-exclusiv areas of the Parcel as set forth in Paragrpah 1 above upon execution of this Lease.

5. **Use.** The County shall use and occupy the Site for public safety and/or governmental radio communication purposes only. The right to use and occupy the Site shall extend to the County, its officers, elected officials, employees, agents, contractors, subcontractors, subtenants, licensees, and invitees.

6. **Installation.** The County has submitted and the District has approved the design and construction plans for the Equipment and Improvements., which are attached in Schedule "B". All County contractors shall be properly qualified to perform their respective trades. All work on the County Tower or antennas shall be performed by a communications rigging contractor and/or personnel of the County trained in the proper installation of radio communications equipment. All contractors and personnel retained to perform Equipment and Improvements pursuant to this

Agreement shall conduct themselves in accordance with all applicable State and local laws when on the Site. The County shall require that all contractors maintain in full force and effect all applicable permits, licenses and approvals, if any, for the proper installation and construction of the Equipment and Improvements. The District reserves the right to eject from the Site any contractor or personnel who does not act in accordance with State or local law.

7. **Removal of Obstructions.** The County has the right to remove obstructions, including, but not limited to trees and vegetation, which may encroach upon, interfere with or present a hazard to the County's Access and use of the Site. The County shall be responsible for disposing of any materials related to the removal of obstructions.

8. **Area Maintenance.** The County, at its sole cost and expense, shall keep the County Leased Premises in clean and good order for the duration of this Agreement, reasonable wear and tear and damage to trees and shrubbery excepted. The County shall repair and maintain the Storm Water Facilities according the terms set forth in the Storm Water Easement.

9. **Repair and Maintenance of Equipment and Improvements.** The County, at its sole cost and expense, shall maintain, repair and replace the Equipment and Improvements, except for any damage to the Equipment and Improvements caused by the acts of the District, its agents, its other tenants or licensees or subtenants or sublicensees on the Parcel, or third parties under the direction and control of the District for which the District shall indemnify the County with respect thereto.

10. **Access.** The Parcel is described in Liber 6400, page 382 in the book of Deeds recorded in the Division of Land Records in Westchester County Clerk's Office, which Deed includes an easement to the Parcel, which easement was modified by an Easement Agreement by and between Joflo of North Salem, Inc. and the Croton Falls Fire District, dated July 21, 2000, filed with the Division of Land Records in the Westchester County Clerk's Office at Control No. 402360371 (the "Existing Easements"). The County's leased rights hereunder shall include the non-exclusive right to use the Existing Easements for ingress to and egress from the Parcel, seven days per week, twenty-four hours per day, on foot or motor vehicles, including trucks and trailers, together with the right to install, repair, replace and maintain utility wires, poles, cables, fiber, conduit, pipes and other connections over, under, along the Existing Easements and any right-of-way extending from the nearest public right-of-way to the Parcel and any necessary connections between antennas and other equipment in the County Leased Premises (hereinafter collectively referred to as "Access").

The District acknowledges that as the Grantee of the Existing Easements it has the right to plow, keep clear and maintain the Existing Easements. If the County is unable to access the County Leased Premises due to the fact the District has failed to plow, clear or maintain the Existing Easements, the County through its contractor or subcontractor shall have the right, but not the obligation, to plow, clear or maintain the Existing Easements in order to gain access to the County Leased Premises. In addition, the County through its contractor or subcontractor shall also have the right, but not the obligation, to plow, clear or maintain the Gravel Access referred to in Paragraph 1(iii) and the County Driveway referred to in Paragraph 1 in order to gain access to the Site.

In the event any public utility or telecom company is unable to use the described Existing Easements or other right-of-way, the District hereby agrees to use its best efforts to grant an additional right-of-way either to the County or directly to the public utility or telecom company at no cost and in a location reasonably acceptable to the District, the County and the public utility or telecom company.

The Access to the Parcel is currently via a locked gate and closed to public traffic. In order to maintain the County's right of Access, the District shall provide the County with a key or combination to the lock at the gate or the County shall be permitted to add a County lock to a multi-lock arrangement approved by the District for the gate so that the County can have free access to the Site.

Should any damage occur to the Existing Easements during the County's installation of Equipment and Improvements, the County shall repair such damage at the conclusion of its installation to the same or better condition that existed prior to the County's installation of the Equipment and Improvements.

11. **Quiet Enjoyment.** The County, upon compliance with the terms set forth herein shall peaceably and quietly have, hold and enjoy the County Leased Premises and the rights provided for in this Agreement during the Term of this Agreement without hindrance by District or anyone claiming by, through or under District, subject to the terms of this Lease.

12. **Non-Interference.** The County hereby acknowledges that the Crown occupies a portion of the Parcel and operates the Crown Communication Facility on the Parcel. From and after the Commencement Date and continuing until the District/Crown Lease terminates or expires, County agrees that it shall not use, nor shall the County permit its lessees, licensees, employees, invitees, third parties or agents to use, any portion of the the County Leased Premises or County Tower in any way which causes harmful interference (as defined in Title 47 of the Code of Federal Regulations for the particular type of radio service or equipment being interfered with) to the equipment operating on or from the Crown Communication Facility or impedes the operation of such equipment in any meaningful way ("County Harmful Interference"). Upon written notice from Crown of County Harmful Interference, Crown, the District and the County shall reasonably cooperate to resolve the County Harmful Interference. In addition, if necessary, the County agrees to take whatever steps are necessary to resolve the County Harmful Interference, including ceasing the operation of any interfering equipment (except for intermittent testing) within a reasonable period of time after receiving written notice, as may be necessary until the County Harmful Interference is resolved. Notwithstanding the foregoing, the County shall not be required to cease operation of any interfering equipment if doing so jeopardizes public safety. . All facilities and operations shall comply with all federal, state and local laws, rules and regulations pertainin to non-interference, including without limitation those of the Federal Communications Commission (FCC), as well as any FCC public guidance, written policies and decisions. The covenants made by the Parties in this section shall continue until the Lease terminates or expires.

13. **Frequencies.** The County agrees to operate its Equipment within the frequencies approved and authorized by the FCC. The County shall have the right to modify its Equipment to eliminate any County Harmful Interference referred to above.

The District agrees that should the elimination of interference to or from the County Communication Facility require modification of equipment at the County Communication Facility, and such modification will not materially reduce the performance of such equipment, the District will cooperate with the County, and/or take reasonable efforts to cause the owner of such equipment to cooperate with such modification at the County's sole cost and expense.

14. **Ownership of Equipment and Improvements.** All Equipment and Improvements within the County Communication Facility and the Storm Water Facilities shall remain the County's property for the Term of the Agreement. All Equipment and Improvements within the County Communication Facility shall remain the County's property following termination of this Agreement, and, upon termination of this Agreement, shall be removed from the Site in accordance with Section 15.

15. **Removal of Equipment.**

(a) Within ninety (90) business days of the expiration or termination of this Lease, the County shall, at its sole cost and expense, remove all of its Equipment and Improvements within the County Communication Facility or any replacement thereof installed at a later date.

(b) Any Equipment and Improvements within the County Communication Facility or other property not removed by the County within ninety (90) business days of expiration or termination shall be deemed to be abandoned. The District may thereafter, with no penalty to the District, remove such Equipment and Improvements by either returning it to the County or storing it in a warehouse located within Westchester. Such removal shall be at the sole cost of the County. The District shall have no affirmative obligation to remove such property.

(c) Unless otherwise indicated in writing by the County, removal of the Equipment and Improvements within the County Communication Facility shall include, but not be limited to, the County Tower, County Shelter, County Generator, County Load Bank, antennas, antenna mounts, cables, cable hangers, and cable entry ports including the fencing around the County Communication Facility.

16. **Inspection.** Authorized representatives of the District shall be entitled to inspect County Leased Premises. The County shall also permit inspection of same by any federal, state or municipal officer or employee having jurisdiction. The County, at its sole cost and expense, shall promptly remedy any and all violations of any law, rule or regulation issued as a result of such inspection or otherwise. The County shall promptly transmit copies of all citations or documentation of the violation and evidence of payment and/or remedy to the District.

17. **Modification To The Site.** The drawings in Schedule "B" generally depict the planned, initial installation of equipment, including antennas, within the County Communication Facility. The County shall have the right to modify or add new equipment or antennas within the County Communication Facility for public safety or governmental communications systems without having to modify Schedule "B" so long as any such new or modified equipment does not materially interfere with or impact the performance, operation or capabilities of any equipment or antennas presently located within the County Communication Facility as set forth in Paragraph 12 of this Agreement. The County shall notify the District at least thirty (30) days prior to undertaking

any modifications or additions that would materially affect equipment located outside of the County Communication Facility. The Parties further agree that they shall cooperate in good faith to ensure that any new or modified equipment or antennas to be installed are coordinated and do not interfere with any equipment or antennas already located at the Parcel. The County shall only be required to modify Schedule "B" to show additions or changes that would materially affect equipment located outside of the County Communication Facility and, if modification of Schedule "B" is required, such modification shall be provided to the District via letter.

18. **Inflammables/Hazardous Materials.** With the exception of fuel for the generator and batteries, the County shall not use or store any explosives, toxic materials or flammables, including but not limited to illuminating oils, candles, oil lamps, turpentine or benzene, on the Parcel. With exception of fuel for the generator and batteries, the County shall not use or store any hazardous materials, hazardous wastes or hazardous substances as those terms are defined by federal, state or local law, statute, rule or regulation, at the Parcel (collectively, "Hazardous Materials"). The County shall indemnify and hold the District harmless from any and all claims, damages, fines, judgments, penalties, costs, liability or losses, including reasonably attorney's fees, resulting from the release of any Hazardous Materials on the Parcel caused by the County or any person acting under the County. The District shall not use or store any Hazardous Materials on the Parcel. The District shall indemnify and hold the County harmless from any and all claims, damages, fines, judgments, penalties, costs, liability or losses, including reasonably attorney's fees, resulting from the present or release of any Hazardous Materials on the Parcel, unless caused by the County or persons acting under the County.

19. **Assignment.** The County may not assign or otherwise dispose of this Agreement or any or any right, license, duty or interest herein, without the prior written consent of the District. Any assignment without the required consent shall be void.

Notwithstanding the above, the County shall have the right to sublet space on the County Tower or in the County Shelter to any interested third parties provided such use is for only public safety and governmental communications systems, and the County requires the sublessee comply with Paragraph 12 above.

20. **Condemnation.** In the event the County Leased Premises assigned to the County hereunder or a substantial part thereof is taken by eminent domain so as to render the performance of this Agreement impossible, this Agreement shall terminate on the date on which title vests in the condemnor and neither Party shall have any liability to the other on account of such termination.

21. **Fire/Damage/Destruction.** In the event the County Leased Premises becomes unfit for use or occupancy due to damage by fire or other casualty, the County may terminate this Agreement upon thirty (30) days written notice to the District. If such damage to the County Leased Premises is not caused by the County, and same is repaired or restored to substantially the condition that existed prior to the casualty, whether by County, in its sole discretion, or the District (the District having no obligation to do so), the District will permit the County to reinstall and thereafter operate its equipment for the balance of the Term of the Agreement, subject to the terms and conditions hereof. If such damage results from any act or omission of the County, this

Agreement shall continue in full force and effect and the County, at its sole cost and expense, shall promptly repair the damage and return the damaged portion of the County Leased Premises to the condition existing at the commencement of the Term hereof.

22. **Sale of Parcel.** If at any time during the Term, the District decides to convey all or part of the Parcel of which the County Leased Premises is part, then such sale shall be under and subject to this Lease and the County's rights hereunder, including, but not limited to, the County's right to use (i) the Existing Easements to Access the Site and (ii) the Gravel Access to access the County Driveway.

23. **Termination.** In the event that there is a default by the County with respect to any of the provisions of this Agreement, the District shall give the County written notice of such default. After receipt of such notice, the County shall have thirty (30) days to cure such default, provided, however, the County shall have an extended period if the default cannot with due diligence be cured with said thirty (30) day period and the County commences to cure within such thirty (30) day period and thereafter continuously and diligently pursues the cure to completion (it being intended in connection with a default not susceptible of being cured with due diligence within such thirty (30) day period, that the County's time to cure the same shall be extended for such period as may be necessary to complete the same with due diligence). The District may not maintain any action or effect any remedies for default against the County unless and until the County has failed to cure the same within such time period.

In the event that there is a default by the District with respect to any of the provisions of this Agreement, the County shall give the District written notice of such default. After receipt of such notice, the District shall have thirty (30) days to cure such default, provided, however, the District shall have an extended period if the default cannot with due diligence be cured with said thirty (30) day period and the District commences to cure within such thirty (30) day period and thereafter continuously and diligently pursues the cure to completion (it being intended in connection with a default not susceptible of being cured with due diligence within such thirty (30) day period, that the District's time to cure the same shall be extended for such period as may be necessary to complete the same with due diligence). The County may not maintain any action or effect any remedies for default against the District unless and until the District has failed to cure the same within such time period.

The District agrees that, in addition to any other lawful remedy, the County shall be entitled to specific performance and injunctive relief in order to enforce the terms of this Agreement.

The County, upon six (6) months written notice to the District, may terminate this Agreement without cause when it deems such termination to be in its best interest, and the Parties shall have no further obligation hereunder.

24. **Insurance.** The County agrees at all times during the Agreement that it will self-insure all liability for bodily injury and death and/or property damage under the County's self-insurance program in accordance with Local Law 6-1986 and Chapter 295 of the Laws of Westchester County. Such self-insurance shall insure against all costs, damages, expenses and/or any payment of any and all claims, accidents and injuries, and all damages whatsoever caused to

any person or any property in or about the Site. Attached hereto as Schedule "E" is a written assurance from the County of its self-insurance status. Further, if the County changes from a self-insurance program to a traditional insurance program then the County shall forward certificates of General Liability coverage naming the District as an additional insured.

The County shall cause each contractor or subcontractor performing County work at the Site to procure, maintain and provide the County Director of Risk Management and the District with proof of insurance as required in the Standard Insurance Provisions as described in Schedule "F", which is attached hereto and made a part hereof, and such insurance names the "Croton Falls Fire District" as an additional insured as set forth in Schedule "F".

25. **Liens.** The County shall not permit any mechanic's or other lien to be filed against the Parcel for the Equipment and Improvements furnished by the County to the County Leased Premises in connection with the Countys' performance under this Agreement. In the event such lien is placed upon the Parcel in connection with the Equipment and Improvements to the County Leased Premises pursuant to this Agreement, the County shall remove the lien within sixty (60) days of receipt of notice of the filing.

26. **Risk of Operation.** The County represents that it has examined the Site and has determined it to be suitable for its intended use. The County accepts this Agreement and the Lease granted hereunder for the use of the Site without any representations or warranties from the District as to its suitability for any purpose, state of repair or quality or for any other matter whatsoever.

27. **Individual Liability.** No member, director, officer, elected official or employee of the District or the County shall be liable personally under or by reason of this Agreement or any of its covenants, articles, terms, or provisions, nor shall any member, officer, elected official, or employee of the District or the County be sued individually for damages or other relief on account of any breach of this Agreement by the District or the County.

28. **Independent Contractor/No Partnerships.** The District and its officers, elected officials, employees, agents, contractors, subcontractors and/or consultants are independent contractors and not employees of the County or any department, agency or unit thereof. In accordance with their status as independent contractors, the District covenants and agrees that neither the District nor any of its officers, elected officials, employees, agents, contractors, subcontractors and/or consultants will hold themselves out as, or claim to be, officers or employees of the County or any department, agency or unit thereof.

The County and its officers, elected officials, employees, agents, contractors, subcontractors and/or consultants are independent contractors and not employees of the District or any department, agency or unit thereof. In accordance with their status as independent contractors, the County covenants and agrees that neither the County nor any of its officers, elected officials, employees, agents, contractors, subcontractors and/or consultants will hold themselves out as, or claim to be, officers or employees of the District or any department, agency or unit thereof.

This Agreement will not be deemed as creating a partnership, joint venture or fiduciary relationship between the County and the District.

29. **Representations and Warranties.** The District represents and warrants that it is seized of good and sufficient title and interest to the Parcel and Site and has full authority to enter into and execute this Agreement and to perform all of its obligations under the Agreement. The District further represents that (a) there are no aspects of title that might interfere with or be adverse to the County's interest in and intended use of the Site, (b) there are no pending or other liens or encumbrances against the Site or the District's title thereto, (c) there are no contracts, commitments, leases, or licenses outstanding relating to the Parcel to which the full enjoyment and exercise of any rights granted to the County in this Agreement might be diminished, encumbered or impaired, (d) that the County's Leased Premises does not encroach upon Crown's Leased Premise, and (e) there is not now outstanding and there has not been any claims, threatened or pending relating to the Parcel or the rights herein granted which might in any way interfere with the full enjoyment and exercise of any rights granted to the County under this Agreement. The District agrees to indemnify, defend and hold harmless the County from and against any and all costs, expenses, liabilities, judgments or awards, including without limitation court costs and reasonable attorney's fees, arising out of any breach by the District of any representation, covenant or warranty specified in this Agreement.

30. **Indemnification.** In addition to and not in limitation of the insurance requirements contained in Paragraph 24 of this Agreement, the County agrees, that except for the amount, if any, of damage attributable to, caused by or resulting from the sole willful or intentional misconduct or negligent or reckless acts or omissions of the District, its officers, elected officials, employees and agents ("District Indemnitees"), the County shall indemnify and hold harmless the District Indemnitees from and against any and all liability, claims, demands, costs, judgments, fees and reasonable attorneys' fees or loss arising directly or indirectly out of the willful or intentional misconduct or negligent or reckless acts or omissions under this Agreement or at the Site of the County, its officers, elected officials, employees, agents, contractors or subcontractors and its tenants or sublessors on the County Tower.

The District agrees that, except for the amount, if any, of damage contributed to, caused by or resulting from the sole willful or intentional misconduct or negligent or reckless acts or omissions of the County, its elected officials, officers, employees or agents (the "County Indemnitees"), the District shall indemnify and hold harmless the County Indemnitees from and against any and all liability, damage, claims, demands, costs, judgments, fees, reasonable attorneys' fees or loss arising directly or indirectly out of the willful or intentional misconduct or negligent or reckless acts or omissions under this Agreement or at the Site of the District, its officers, employees, agents, contractor, subcontractors or third parties under the direction and control of the District.

31. **Compliance with Law.** The County shall and shall cause its contractors and subcontractors, each at its own expense, to comply with the provisions of all applicable local, state and federal laws, rules and regulations, orders and ordinances and other legal requirements. The County shall, or shall cause its contractors and subcontractors, each at its own expense, to obtain any and all licenses and permits necessary to undertake the Equipment and Improvements. The District shall, in its capacity as fee owner, execute, deliver or file any applications and supporting materials for certificates, permits, licenses and other approvals that may be required to carry out

the Equipment and Improvements under this Lease and the County's installation of the Utilities. The District shall waive all fees that the District would otherwise be entitled to.

The District agrees to be named applicant if requested by the County and execute all documents necessary to petition for approvals necessary for the County's use under this Agreement. The District shall cooperate with the County to obtain such approvals.

32. **Electricity.** The electricity consumed by the County for its Equipment and Improvements installed at the County Leased Premises shall be an expense of the County.

33. **Governing Law.** This Agreement has been executed in the State of New York and it is intended by the Parties hereto that the laws of such State shall govern its construction and interpretation. The Parties agree that the forum for any action under this Agreement shall be in a Federal or State court located in the County of Westchester, State of New York.

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the Parties prior to the determination of such invalidity or unenforceability.

34. **Recordings.** The District acknowledges that the County in its discretion may record a Memorandum of this Lease with the Westchester County Clerk's Office. The District shall execute such Memorandum promptly upon the County's request.

35. **Notices.** 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 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 Public Works and Transportation
Michaelian Office Building, Room 312
148 Martine Avenue
White Plains, New York 10601

And to: Chief Information Officer
Michaelian Office Building
148 Martine Avenue, Room 312
White Plains, New York 10601-3311

With a copy to: Westchester County Attorney
Michaelian Office Building, Room 600
148 Martine Avenue
White Plains, New York 10601

To the District: Commissioner
Croton Falls Fire District
301 Titicus Road
North Salem, New York 10560

With a copy to: Hogan, Rossi & Liguori Law Firm.
3 Starr Ridge Road, Suite 200
Brewster, NY 10509

36. **Non-Waiver.** The failure of either Party to insist upon strict performance of any term, condition or covenant herein shall not be deemed a waiver of any rights or remedies that the Party may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions or covenants herein.

37. **Headings.** The headings herein are inserted for the convenience of the Parties only and shall not be deemed to be a part of this Agreement.

38. **Recitals.** The recitals are hereby incorporated by reference.

39. **Complete Agreement.** This Agreement represents the complete agreement between the County and the District, and excludes all prior, contemporaneous and subsequent agreements, whether written or oral. The terms of this Agreement shall not be modified except by written agreement between the Parties, executed in the same manner as this Agreement.

40. **Full Approval and Execution Required.** This Agreement shall not be enforceable until it has been approved by the Westchester County Board of Legislators, the Westchester County Board of Acquisition and Contract, the County Attorney and the District and signed by both parties.

41. **Counterparts.** This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

42. **Subordination.**

This Lease, and all rights of the County hereunder, are and shall be subject and subordinate in all respects to all present and future mortgages of the District which may now or hereafter affect the County Leased Premises. The foregoing shall extend to each and every advance made or hereafter to be made under such mortgages, and to all renewals, modifications, replacements and extensions of such mortgages, provided that the District gives the County timely notice of such mortgage and the name and address of the entity that holds such mortgage for purposes of notice herein. This Section shall be self-operative and no further instrument of subordination shall be

required. In confirmation of such subordination, the County shall promptly execute and deliver any instrument in a reasonable time, in recordable form if required, that the District, or the holder of any superior mortgage or any of their respective successors in interest may request to evidence such subordination, within thirty (30) days of the District's request

Notwithstanding the foregoing, upon the County's written request, upon entering into a mortgage, the District shall obtain from any existing or future mortgagee, a non-disturbance agreement in form and substance reasonably satisfactory to the County whereby the holder of such mortgage agrees that the County, upon complying with the terms of this Lease on its part to be observed and complied with, shall lawfully and quietly hold, occupy and enjoy the County Leased Premises during the Term of this Lease, without hindrance or interference from anyone claiming by or through said mortgagee and that said mortgagee shall respect the County's rights under the Lease and upon succeeding to the District's interest in the Lease, shall observe and comply with all of the District's duties under the Lease, and that the County's Lease shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

THE COUNTY OF WESTCHESTER

By _____
Commissioner
Department of Public Works and Transportation

THE CROTON FALLS FIRE DISTRICT

By _____
Name:
Title:

Approved on the _____ day of _____, 2024 by the County Board of Legislators by
Local Law Intro No. _____

Approved on the _____ day of _____, 2024 by the County Board of Acquisition and
Contract.

Approved:

Associate County Attorney
County of Westchester
s/n/DOIT/Sun Valley/Lease agreement.docx

DISTRICT'S ACKNOWLEDGEMENT

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/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

CERTIFICATE OF AUTHORITY

(CFFD)

I, _____, certify that I am the
(Officer other than officer signing contract)

_____ of the _____
(Title) (Name of Political Subdivision)

(the "Political Subdivision") a political subdivision duly organized in good standing under the

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

named in the foregoing agreement that _____ who signed said
(Person executing agreement)
agreement on behalf of the Political Subdivision was, at the time of execution

_____ of
(Title of such person),
the Political Subdivision, that said agreement was duly signed for on behalf of said Political
Subdivision by authority of its _____ thereunto duly authorized,
(District Board, Village Board, City Council)
and 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(s) whose
name(s) is(are) subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their
signature(s) on the instrument, the individual(s), or the person upon behalf of which the
individual(s) acted, executed the instrument.

NOTARY PUBLIC

COUNTY'S ACKNOWLEDGEMENT

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

On the _____ day of _____ in the year 2024 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/they executed the same in his/her/their capacity(ies), and that by his/her/their
signature(s) on the instrument, the individual(s), or the person upon behalf of which the
individual(s) acted, executed the instrument.

Date: _____

Notary Public

Schedule "A"
Metes and Bounds Description of the County Leased Premises

DRAFT

Schedule “B”

Drawings

DRAFT

Schedule “C”

Storm Water Easement Agreement

DRAFT

Schedule “D”

Conditional Consent and Covenant Agreement

DRAFT

**Schedule “E”
Self Insurance Letter**

DRAFT

Schedule "F"

STANDARD INSURANCE PROVISIONS

(Applicable to County contractors and subcontractors)

1. Prior to commencing work and through out the term of performance of the work, the County shall require in writing that its contractor(s) and subcontractor(s) 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, and shall provide evidence of such insurance to the County of Westchester (the "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 (the "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 Contractor 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 Contractor 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 of Westchester for approval by the Director. Upon failure of the Contractor to furnish, deliver and maintain such insurance, the Lease agreement, at the election of the District, may be declared suspended, discontinued or terminated.

Failure of the Contractor to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Contractor from any liability under the Lease Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Contractor 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 Contractor's negligent acts or omissions under the Lease 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 Contractor until such time as the Contractor shall furnish such additional security covering such claims in form satisfactory to the Director.

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

2. The Contractor shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the Lease 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 Worker's 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.l) per occurrence and a \$2,000,000.00 aggregate limit naming the "County of Westchester" and the "Croton Falls Fire District" 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.
- (iii) Products and Completed Operations.

c) Commercial Umbrella/Excess Insurance: \$2,000,000 each Occurrence and Aggregate naming the "County of Westchester" and the "Croton Falls Fire District" 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.

All Contracts involving the use of explosives, demolition and/or underground work shall provide proof that XCU is covered.

(d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000.00 for bodily injury and a minimum limit of \$100,000.00 per occurrence for property damage or a combined single limit of \$1,000,000.00 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" and the "Croton Falls Fire District" as additional insured:

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

(e) If applicable, Owners Protective Liability Policy naming the "County of Westchester" and the "Croton Falls Fire District" as insured, with a minimum limit of liability per occurrence of \$3,000,000. This coverage shall be required when the work requires the use of scaffolding or as determined by the Director of Risk Management.

(f) If applicable, Crane, Rigging, & Crane Operator (Rigger Liability) Insurance with a minimum limit of liability per occurrence of \$5,000,000 for bodily injury and a minimum limit of \$500,000 per occurrence for property damage or a combined single limit of \$5,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages and name the "County of Westchester" and the "Croton Falls First District" as additional insured.

3. All policies of the Contractor 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 Contractor.

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RESOLUTION

WHEREAS, there is pending before this Honorable Board the following legislation:

(1) a local law (“Local Law”) authorizing the County of Westchester (the “County”) to enter into a lease agreement with the Croton Falls Fire District (the “District”) to lease approximately 6,430 ± sq. ft. (0.15 ± acres) of District-owned real property located at 40 Sun Valley Drive, Croton Falls, New York in the Town of North Salem, identified on the official tax maps for the Town of North Salem as Section 1, Block 11734, Lot 68 (the “Parcel”) for the County to construct, install, maintain and operate a County communication facility, including a 12’ wide gravel access road to the facility, for public safety and/or governmental radio communication purposes (the “County Communication Facility”); and

(2) An act (the “Act”) authorizing the County to enter into an easement agreement with the District, pursuant to which the District will grant the County an easement over approximately 18,945 ± sq. ft. (0.43 ± acres) of land within the Parcel for the County to install and maintain certain erosion, sediment control, grading and storm water work and facilities necessary for the installation of the County Communication Facility; and

WHEREAS, the proposed installation of a radio communication facility at the Sun Valley Drive site was previously classified as an Unlisted Action and reviewed under Article 8 of the Environmental Conservation Law, known as the New York State Environmental Quality Review Act (“SEQRA”), by your Honorable Board in connection with capital project BIT32, a comprehensive project involving 29 sites throughout the County to replace the existing County-wide radio system at a meeting duly held on July 15, 2019; and

WHEREAS, at the meeting held on July 15, 2019, your Honorable Board adopted Resolution No. 176-2019, pursuant to which it determined that there would be no significant adverse impact on the environment from the overall project, which included the Sun Valley Drive site, and issued a negative declaration; and

WHEREAS, the current plan for the County Communication Facility on the Parcel and potential environmental impacts as set forth in the Local Law and Act vary from the scope of the original environmental review, and, therefore, requires further environmental review under SEQRA; and

WHEREAS, this Honorable Board has determined that the proposed Local Law and Act continue to be classified as an “Unlisted Action” under SEQRA and its implementing regulations (6 NYCRR Part 617), which requires this Honorable Board to make a determination as to whether the proposed action will have a significant impact on the environment; and

WHEREAS, the County conducted coordinated review as permitted for Unlisted Actions pursuant to Section 617.6(b)(3) of the implementing regulations and, in a response, dated June 4, 2024, the District concurred with the County assuming the role of Lead Agency, and, therefore, the County is assuming the role of Lead Agency for the environmental review of this project; and

WHEREAS, in accordance with SEQRA and its implementing regulations, a revised full Environmental Assessment Form (“EAF”) has been prepared to assist this Honorable Board in its environmental assessment of this proposed action; and

WHEREAS, this Honorable Board has carefully considered the proposed action and has reviewed the attached full EAF and the criteria set forth in Section 617.7 of the implementing regulations and has identified the relevant areas of environmental concern as

described in the attached full EAF, to determine if this proposed action will have an effect upon the environment.

NOW, THEREFORE, be it resolved by the County Board of Legislators of the County of Westchester, State of New York, as follows:

RESOLVED, that based upon the Honorable Board's review of the attached full EAF and for the reasons set forth therein, this Board finds that there will be no significant adverse impact on the environment from the construction, installation, maintenance and operation a County Communication Facility, including a 12' wide gravel access road to the facility, on approximately 6,430 \pm sq. ft. (0.15 \pm acres) of District-owned real property located at 40 Sun Valley Drive, Croton Falls, New York in the Town of North Salem, identified on the official tax maps for the Town of North Salem as Section 1, Block 11734, Lot 68 (the "Parcel") for public safety and/or governmental radio communication purposes, and from the installation and maintenance of certain erosion, sediment control, grading and storm water work and facilities on approximately 18,945 \pm sq. ft. (0.43 \pm acres) of land within the Parcel necessary for the installation of the County communication facility; and be it further

RESOLVED, the Clerk of the Board of Legislators is authorized and directed to sign the Determination of Significance in the attached full Environmental Assessment Form, which is attached hereto and made a part hereof, as the "Responsible Officer in Lead Agency"; to issue this amended negative declaration on behalf of this Board in satisfaction of SEQRA and its implementing regulations; and to immediately transmit same to the Commissioner of Planning to be filed, published and made available pursuant to the requirements of Part 617 of 6 NYCRR and be it further

RESOLVED, that the Resolution shall take effect immediately.

TO: Rachel Noe, Associate County Attorney
Department of Law

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



DATE: June 7, 2024

**SUBJECT: STATE ENVIRONMENTAL QUALITY REVIEW FOR AGREEMENTS
WITH CROTON FALLS FIRE DISTRICT FOR SUN VALLEY RADIO
TOWER**

The Planning Department has reviewed the above referenced project in accordance with the State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617 (SEQR).

The proposed action involves a lease agreement and an easement for the construction of a new radio tower facility and associated stormwater management on land owned by the Croton Falls Fire Department in the Town of North Salem.

The proposed new radio facility is part of a larger, comprehensive project to replace the existing outdated County-wide radio system and is one of twenty-nine sites throughout the County that is being undertaken in connection with Capital Project BIT32. In accordance with SEQR, an environmental review was conducted for Capital Project BIT32 and a Negative Declaration was issued by the Board of Legislators on July 15, 2019 (Resolution #176-2019).

Due to changes in the project scope made in response to a request by the Town of North Salem to incorporate stormwater management measures, the project is being re-evaluated for SEQR compliance. The project continues to be an Unlisted action. Pursuant to Section 617.6(b)(3) of the implementing regulations, coordinated review was initiated on behalf of the Board of Legislators. A notice of intent for the County to serve as Lead Agency was sent on May 31, 2024 to the Croton Falls Fire District, which is the only other involved agency for this project that is subject to SEQR. In a response dated June 4, 2024, the Fire District concurred with the County assuming the role of Lead Agency. In accordance with SEQR, a revised Full Environmental Assessment Form has been prepared and is attached for consideration by the Board of Legislators.

In addition, a separate agreement is being considered to lease a generator that is no longer being used by the County to the Croton Falls Fire District for use as a backup generator for its radio communication equipment at the adjoining Crown Communication Facility site. This action may be classified as Type II as it involves a transfer of equipment to another municipal entity and is fundamentally equivalent to Section 617.5(c)(31), "purchase or sale of furnishings, equipment or supplies, including surplus government property, other than the following: land, radioactive

material, pesticides, herbicides, or other hazardous materials.” As such, no environmental review is required for the provision of the County generator to the Fire District.

Please contact me if you require any additional information regarding this document.

DSK/cnm

Att.

cc: Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Tami Altschiller, Assistant Chief Deputy County Attorney
Marguerite Beirne, Chief Information Officer
Blanca P. Lopez, Commissioner of Planning
Adam Epstein, Program Coordinator, Radio Systems
Claudia Maxwell, Principal Environmental Planner

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project: Sun Valley Radio Tower		
Project Location (describe, and attach a general location map): 40 Sun Valley Drive, North Salem, Westchester County, NY 10560 (NAD 83) 41-20-58.66 N / 73-39-19.17 W		
Brief Description of Proposed Action (include purpose or need): The County is in the process of upgrading its mission critical radio systems serving the departments of Emergency Services, Public Safety, and Public Works & Transportation. The overall project includes 29 sites, 8 of which involve only the installation of equipment within existing structures and were classified as Type II actions under SEQR and 18 of which involve a combination of one more of the following: installation of antennas, installation of load banks, construction or expansion of equipment shelters, construction or extension of towers and were classified as Unsited actions. This EAF covers one of the three sites that include the installation of a new tower and is being completed again to address modifications to the project, including an expanded square footage and stormwater management. This project now involves the lease of approximately 6,430 square feet of property for the installation of radio infrastructure and an easement over an additional 18,945 square feet of surrounding land for grading and stormwater runoff controls. Tree removals will be greater (approximately 40). Proposed radio improvements will remain the same—a new 150' self-supporting lattice tower, new 12'x24' equipment shelter on concrete slab-on-grade, new backup power diesel fueled generator on concrete slab-on-grade, new load bank on 6'x6' concrete slab-on-grade, electric service, and installation of antennas and a microwave dish on the tower.		
Name of Applicant/Sponsor: County of Westchester	Telephone: 914-995-2000	
	E-Mail:	
Address: 148 Martine Avenue		
City/PO: White Plains	State: NY	Zip Code: 10601
Project Contact (if not same as sponsor; give name and title/role): David S. Kvinge, Assistant Commissioner, Department of Planning	Telephone: (914) 995-4400	
	E-Mail: dsk2@WestchesterCountyNY.gov	
Address: 148 Martine Avenue, Room 432		
City/PO: White Plains	State: NY	Zip Code: 10601
Property Owner (if not same as sponsor): Croton Falls Fire District	Telephone: (914) 277-3870	
	E-Mail:	
Address: 1 Sun Valley Drive		
City/PO: Croton Falls	State: NY	Zip Code: 10519

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Council, Town Board, <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No or Village Board of Trustees		
b. City, Town or Village <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Planning Board or Commission		
c. City, Town or <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Village Zoning Board of Appeals		
d. Other local agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Croton Falls Fire District	November 2023
e. County agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Westchester County Board of Legislators	June/July 2024 (projected)
f. Regional agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
g. State agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	NYSHPO, NYSDEC consultation only	NYSHPO - Sept. 2019 NYSDEC - Aug./Sept. 2019
h. Federal agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	FCC License, USFWS consultation	FCC - 2019 (original), 2023 (modification) USFWS - Aug./Sept. 2019
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
iii. Is the project site within a Coastal Erosion Hazard Area?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

C. Planning and Zoning

C.1. Planning and zoning actions.	
Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<ul style="list-style-type: none"> If Yes, complete sections C, F and G. If No, proceed to question C.2 and complete all remaining sections and questions in Part 1 	
C.2. Adopted land use plans.	
a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If Yes, identify the plan(s): NYC Watershed Boundary	
c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes, identify the plan(s):	

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. ☒ Yes ☐ No
If Yes, what is the zoning classification(s) including any applicable overlay district?

R-1 Medium Density Residential District

b. Is the use permitted or allowed by a special or conditional use permit? ☒ Yes ☐ No

c. Is a zoning change requested as part of the proposed action? ☐ Yes ☒ No

If Yes,

i. What is the proposed new zoning for the site? _____

C.4. Existing community services.

a. In what school district is the project site located? North Salem School District

b. What police or other public protection forces serve the project site?

Town of North Salem Police and New York State Police

c. Which fire protection and emergency medical services serve the project site?

Croton Falls Fire District; North Salem EMS

d. What parks serve the project site?

N/A

D. Project Details**D.1. Proposed and Potential Development**

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Wireless telecommunications facility, including a 150-foot self-supporting lattice tower.

b. a. Total acreage of the site of the proposed action? +/- 0.43 acres

b. Total acreage to be physically disturbed? +/- 0.43 acres

c. Total acreage (project site and any contiguous properties) owned
or controlled by the applicant or project sponsor? 0 acres

c. Is the proposed action an expansion of an existing project or use? ☐ Yes ☒ No

i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____

d. Is the proposed action a subdivision, or does it include a subdivision? ☐ Yes ☒ No

If Yes,

i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types) _____

ii. Is a cluster/conservation layout proposed? ☐ Yes ☐ No

iii. Number of lots proposed? _____

iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will the proposed action be constructed in multiple phases? ☐ Yes ☒ No

i. If No, anticipated period of construction: 3 months

ii. If Yes:

• Total number of phases anticipated _____

• Anticipated commencement date of phase 1 (including demolition) _____ month _____ year

• Anticipated completion date of final phase _____ month _____ year

• Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

f. Does the project include new residential uses? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
If Yes, show numbers of units proposed.				
<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>	
Initial Phase	_____	_____	_____	_____
At completion	_____	_____	_____	_____
of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If Yes,	
i. Total number of structures <u>4</u>	
ii. Dimensions (in feet) of largest proposed structure: <u>150 ft</u> height; <u>12 ft</u> width; and <u>24 ft</u> length	
iii. Approximate extent of building space to be heated or cooled: <u>288</u> square feet	

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If Yes,	
i. Purpose of the impoundment: <u>Infiltration basin for stormwater runoff</u>	
ii. If a water impoundment, the principal source of the water: <input type="checkbox"/> Ground water <input type="checkbox"/> Surface water streams <input checked="" type="checkbox"/> Other specify: <u>Stormwater runoff from site improvements</u>	
iii. If other than water, identify the type of impounded/contained liquids and their source. _____	
iv. Approximate size of the proposed impoundment. Volume: <u>0.026</u> million gallons; surface area: <u>0.04</u> acres	
v. Dimensions of the proposed dam or impounding structure: <u>4.5 ft</u> height; <u>8.5 ft</u> length	
vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): <u>Earth</u>	

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If Yes:	
i. What is the purpose of the excavation or dredging? <u>Leveling of site for equipment/driveway; excavation/reggrading for stormwater management</u>	
ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?	
<ul style="list-style-type: none"> • Volume (specify tons or cubic yards): <u>+/- 1 ton</u> • Over what duration of time? <u>3 weeks</u> 	
iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. <u>Disturbed soils will predominantly be reused for fill.</u>	
iv. Will there be onsite dewatering or processing of excavated materials? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, describe. <u>If necessary, dewatering will be conducted in accordance with any applicable groundwater management plans.</u>	
v. What is the total area to be dredged or excavated? <u>+/- 0.43</u> acres	
vi. What is the maximum area to be worked at any one time? <u>+/- 0.43</u> acres	
vii. What would be the maximum depth of excavation or dredging? <u>8-10</u> feet	
viii. Will the excavation require blasting? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
ix. Summarize site reclamation goals and plan: <u>Disturbed areas of the site will be stabilized and vegetated with an appropriate seed mix.</u>	

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes:	
i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____	

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

iii. Will the proposed action cause or result in disturbance to bottom sediments? ☐ Yes ☐ No
If Yes, describe: _____

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? ☐ Yes ☐ No
If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

c. Will the proposed action use, or create a new demand for water? ☐ Yes ☒ No
If Yes:

i. Total anticipated water usage/demand per day: _____ gallons/day

ii. Will the proposed action obtain water from an existing public water supply? ☐ Yes ☐ No
If Yes:

- Name of district or service area: _____
- Does the existing public water supply have capacity to serve the proposal? ☐ Yes ☐ No
- Is the project site in the existing district? ☐ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☐ No
- Do existing lines serve the project site? ☐ Yes ☐ No

iii. Will line extension within an existing district be necessary to supply the project? ☐ Yes ☐ No
If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____
- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site? ☐ Yes ☐ No
If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? ☐ Yes ☒ No
If Yes:

i. Total anticipated liquid waste generation per day: _____ gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____

iii. Will the proposed action use any existing public wastewater treatment facilities? ☐ Yes ☐ No
If Yes:

- Name of wastewater treatment plant to be used: _____
- Name of district: _____
- Does the existing wastewater treatment plant have capacity to serve the project? ☐ Yes ☐ No
- Is the project site in the existing district? ☐ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☐ No

<ul style="list-style-type: none"> • Do existing sewer lines serve the project site? _____ • Will a line extension within an existing district be necessary to serve the project? _____ <p>If Yes:</p> <ul style="list-style-type: none"> • Describe extensions or capacity expansions proposed to serve this project: _____ 	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
<p>iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? _____</p> <p>If Yes:</p> <ul style="list-style-type: none"> • Applicant/sponsor for new district: _____ • Date application submitted or anticipated: _____ • What is the receiving water for the wastewater discharge? _____ 	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans): _____</p>	
<p>vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____</p>	
<p>e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? _____</p> <p>If Yes:</p> <p>i. How much impervious surface will the project create in relation to total size of project parcel?</p> <p style="margin-left: 40px;">_____ Square feet or _____ acres (impervious surface)</p> <p style="margin-left: 40px;">_____ Square feet or _____ acres (parcel size)</p> <p>ii. Describe types of new point sources. _____</p> <p>iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)? _____</p> <p style="margin-left: 40px;">• If to surface waters, identify receiving water bodies or wetlands: _____</p> <p style="margin-left: 40px;">• Will stormwater runoff flow to adjacent properties? _____</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
<p>iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? _____</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? _____</p> <p>If Yes, identify:</p> <p>i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles) _____</p> <p>ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers) _____</p> <p>iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation) _____</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? _____</p> <p>If Yes:</p> <p>i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) _____</p> <p>ii. In addition to emissions as calculated in the application, the project will generate:</p> <ul style="list-style-type: none"> • _____ Tons/year (short tons) of Carbon Dioxide (CO₂) • _____ Tons/year (short tons) of Nitrous Oxide (N₂O) • _____ Tons/year (short tons) of Perfluorocarbons (PFCs) • _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆) • _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs) • _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs) 	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? ☐ Yes ☒ No

If Yes:

i. Estimate methane generation in tons/year (metric): _____

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? ☐ Yes ☒ No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? ☐ Yes ☒ No

If Yes:

i. When is the peak traffic expected (Check all that apply): ☐ Morning ☐ Evening ☐ Weekend
☐ Randomly between hours of _____ to _____.

ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____

iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____

iv. Does the proposed action include any shared use parking? ☐ Yes ☐ No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____

vi. Are public/private transportation service(s) or facilities available within 1/2 mile of the proposed site? ☐ Yes ☐ No

vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? ☐ Yes ☐ No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? ☐ Yes ☐ No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? ☒ Yes ☐ No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____
± 28,000 kWh

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other):
Via existing electric grid and infrastructure with on-site diesel powered backup generator.

iii. Will the proposed action require a new, or an upgrade, to an existing substation? ☐ Yes ☒ No

l. Hours of operation. Answer all items which apply.

i. During Construction:

- Monday - Friday: 7AM-6PM per local ordinance
- Saturday: _____
- Sunday: _____
- Holidays: _____

ii. During Operations:

- Monday - Friday: 24 hrs (unmanned)
- Saturday: 24 hrs (unmanned)
- Sunday: 24 hrs (unmanned)
- Holidays: 24 hrs (unmanned)

<p>m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes:</p> <p>i. Provide details including sources, time of day and duration:</p> <p><u>Construction noise from heavy equipment during site preparation and installation of the tower and supporting buildings (during construction period and hours noted above). Operation will not create noise above ambient levels.</u></p>	
<p>ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Describe: _____</p>	
<p>n. Will the proposed action have outdoor lighting? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes:</p> <p>i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:</p> <p><u>Light over entrance door of shelter that will be controlled by motion sensors and be shielded and directed downward in accordance with NEPA review.</u></p>	
<p>ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Describe: _____</p>	
<p>o. Does the proposed action have the potential to produce odors for more than one hour per day? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____</p>	
<p>p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Product(s) to be stored _____</p> <p>ii. Volume(s) _____ per unit time _____ (e.g., month, year)</p> <p>iii. Generally, describe the proposed storage facilities: _____</p>	
<p>q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Describe proposed treatment(s): _____</p>	
<p>ii. Will the proposed action use Integrated Pest Management Practices? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Describe any solid waste(s) to be generated during construction or operation of the facility:</p> <ul style="list-style-type: none"> • Construction: _____ tons per _____ (unit of time) • Operation : _____ tons per _____ (unit of time) <p>ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:</p> <ul style="list-style-type: none"> • Construction: _____ • Operation: _____ <p>iii. Proposed disposal methods/facilities for solid waste generated on-site:</p> <ul style="list-style-type: none"> • Construction: _____ • Operation: _____ 	

s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☒ No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☒ No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☐ No

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: _____

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

☐ Urban ☐ Industrial ☐ Commercial ☒ Residential (suburban) ☐ Rural (non-farm)
☒ Forest ☐ Agriculture ☐ Aquatic ☒ Other (specify): Institutional (utility/wireless facility)

ii. If mix of uses, generally describe: _____

b. Land uses and covertypes on the project site.

Land use or Covertypes	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	0.2	0.03	+0.01
• Forested	0.41	0	-0.41
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	0	0.25	+0.25
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)			
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: Gravel and Aggregate Base	0	0.15	+0.15

c. Is the project site presently used by members of the community for public recreation? ☐ Yes ☒ No
i. If Yes: explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? ☐ Yes ☒ No
If Yes,
i. Identify Facilities: _____

e. Does the project site contain an existing dam? ☐ Yes ☒ No
If Yes:
i. Dimensions of the dam and impoundment:
• Dam height: _____ feet
• Dam length: _____ feet
• Surface area: _____ acres
• Volume impounded: _____ gallons OR acre-feet
ii. Dam's existing hazard classification: _____
iii. Provide date and summarize results of last inspection: _____

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? ☐ Yes ☒ No
If Yes:
i. Has the facility been formally closed? ☐ Yes ☐ No
• If yes, cite sources/documentation: _____
ii. Describe the location of the project site relative to the boundaries of the solid waste management facility: _____

iii. Describe any development constraints due to the prior solid waste activities: _____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? ☐ Yes ☒ No
If Yes:
i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred: _____

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? ☐ Yes ☒ No
If Yes:
i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☐ Yes ☐ No
☐ Yes – Spills Incidents database Provide DEC ID number(s): _____
☐ Yes – Environmental Site Remediation database Provide DEC ID number(s): _____
☐ Neither database
ii. If site has been subject of RCRA corrective activities, describe control measures: _____

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☒ Yes ☐ No
If yes, provide DEC ID number(s): B00021
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):
Remediation is complete (Certificate of Completion issued 10/25/2011)

v. Is the project site subject to an institutional control limiting property uses? ☐ Yes ☒ No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? ☐ Yes ☐ No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? +/- 2.5-3.5 feet

b. Are there bedrock outcroppings on the project site? ☒ Yes ☐ No
 If Yes, what proportion of the site is comprised of bedrock outcroppings? 17 %

c. Predominant soil type(s) present on project site:

Chatfield-Hollis Rock outcrop	<u>70</u> %
Chatfield-Charlton complex	<u>30</u> %
_____	<u> </u> %

d. What is the average depth to the water table on the project site? Average: >6.5 feet

e. Drainage status of project site soils: ☒ Well Drained: 100 % of site
☐ Moderately Well Drained: % of site
☐ Poorly Drained % of site

f. Approximate proportion of proposed action site with slopes: ☐ 0-10%: % of site
☒ 10-15%: 20 % of site
☒ 15% or greater: 80 % of site

g. Are there any unique geologic features on the project site? ☐ Yes ☒ No
 If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? ☐ Yes ☒ No

ii. Do any wetlands or other waterbodies adjoin the project site? ☐ Yes ☒ No

If Yes to either i or ii, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? ☐ Yes ☒ No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

• Streams:	Name _____	Classification _____
• Lakes or Ponds:	Name _____	Classification _____
• Wetlands:	Name _____	Approximate Size _____
• Wetland No. (if regulated by DEC)	_____	

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? ☐ Yes ☒ No

If yes, name of impaired water body/bodies and basis for listing as impaired: _____

i. Is the project site in a designated Floodway? ☐ Yes ☒ No

j. Is the project site in the 100-year Floodplain? ☐ Yes ☒ No

k. Is the project site in the 500-year Floodplain? ☐ Yes ☒ No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? ☐ Yes ☒ No

If Yes:

i. Name of aquifer: _____

<p>m. Identify the predominant wildlife species that occupy or use the project site: _____</p> <p>Wildlife common to northern hardwood _____</p> <p>forest. _____</p>	
<p>n. Does the project site contain a designated significant natural community? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Describe the habitat/community (composition, function, and basis for designation): _____</p> <p style="margin-left: 20px;">ii. Source(s) of description or evaluation: _____</p> <p style="margin-left: 20px;">iii. Extent of community/habitat: _____</p> <ul style="list-style-type: none"> • Currently: _____ acres • Following completion of project as proposed: _____ acres • Gain or loss (indicate + or -): _____ acres 	
<p>o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Species and listing (endangered or threatened): _____</p> <p>Northern Long-eared Bat</p>	
<p>p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Species and listing: _____</p>	
<p>q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, give a brief description of how the proposed action may affect that use: _____</p>	
<p>E.3. Designated Public Resources On or Near Project Site</p>	
<p>a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes, provide county plus district name/number: _____</p>	
<p>b. Are agricultural lands consisting of highly productive soils present? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p style="margin-left: 20px;">i. If Yes: acreage(s) on project site? _____</p> <p style="margin-left: 20px;">ii. Source(s) of soil rating(s): _____</p>	
<p>c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Nature of the natural landmark: <input type="checkbox"/> Biological Community <input type="checkbox"/> Geological Feature</p> <p style="margin-left: 20px;">ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____</p>	
<p>d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p style="margin-left: 20px;">i. CEA name: _____</p> <p style="margin-left: 20px;">ii. Basis for designation: _____</p> <p style="margin-left: 20px;">iii. Designating agency and date: _____</p>	

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes:	
i. Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site <input type="checkbox"/> Historic Building or District	
ii. Name: _____	
iii. Brief description of attributes on which listing is based: _____	
f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
g. Have additional archaeological or historic site(s) or resources been identified on the project site?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes:	
i. Describe possible resource(s): _____	
ii. Basis for identification: _____	
h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes:	
i. Identify resource: _____	
ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____	
iii. Distance between project and resource: _____ miles.	
i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes:	
i. Identify the name of the river and its designation: _____	
ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	

F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

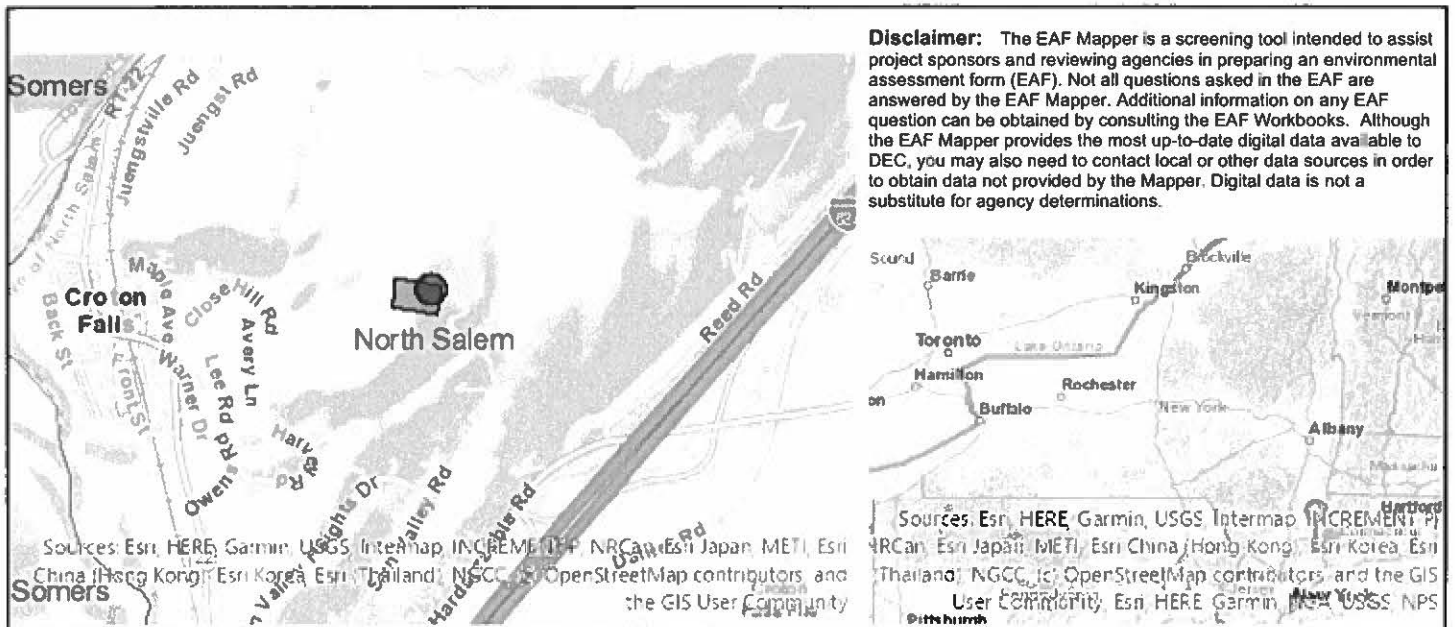
G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name County of Westchester Date June 7, 2024

Signature  Title Assistant Commissioner, Department of Planning

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B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Yes - Digital mapping data are not available for all Special Planning Districts. Refer to EAF Workbook.
C.2.b. [Special Planning District - Name]	NYC Watershed Boundary
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	Yes
E.1.h.iii [Within 2,000' of DEC Remediation Site - DEC ID]	B00021
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	No
E.2.h.ii [Surface Water Features]	No
E.2.h.iii [Surface Water Features]	No
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	No
E.2.k. [500 Year Floodplain]	No
E.2.l. [Aquifers]	No
E.2.n. [Natural Communities]	No

E.2.o. [Endangered or Threatened Species]	Yes
E.2.o. [Endangered or Threatened Species - Name]	Northern Long-eared Bat
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No

Full Environmental Assessment Form
Part 2 - Identification of Potential Project Impacts

Agency Use Only [If applicable]	
Project :	Sun Valley Radio Tower
Date :	June 2024

Part 2 is to be completed by the lead agency. Part 2 is designed to help the lead agency inventory all potential resources that could be affected by a proposed project or action. We recognize that the lead agency's reviewer(s) will not necessarily be environmental professionals. So, the questions are designed to walk a reviewer through the assessment process by providing a series of questions that can be answered using the information found in Part 1. To further assist the lead agency in completing Part 2, the form identifies the most relevant questions in Part 1 that will provide the information needed to answer the Part 2 question. When Part 2 is completed, the lead agency will have identified the relevant environmental areas that may be impacted by the proposed activity.

If the lead agency is a state agency **and** the action is in any Coastal Area, complete the Coastal Assessment Form before proceeding with this assessment.

Tips for completing Part 2:

- Review all of the information provided in Part 1.
- Review any application, maps, supporting materials and the Full EAF Workbook.
- Answer each of the 18 questions in Part 2.
- If you answer "Yes" to a numbered question, please complete all the questions that follow in that section.
- If you answer "No" to a numbered question, move on to the next numbered question.
- Check appropriate column to indicate the anticipated size of the impact.
- Proposed projects that would exceed a numeric threshold contained in a question should result in the reviewing agency checking the box "Moderate to large impact may occur."
- The reviewer is not expected to be an expert in environmental analysis.
- If you are not sure or undecided about the size of an impact, it may help to review the sub-questions for the general question and consult the workbook.
- When answering a question consider all components of the proposed activity, that is, the "whole action".
- Consider the possibility for long-term and cumulative impacts as well as direct impacts.
- Answer the question in a reasonable manner considering the scale and context of the project.

1. Impact on Land Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1) <i>If "Yes", answer questions a - j. If "No", move on to Section 2.</i>		<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may involve construction on land where depth to water table is less than 3 feet.	E2d	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	D1e	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).	D2e, D2q	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

2. Impact on Geological Features

The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g)

☒ NO☐ YES

If "Yes", answer questions a - c. If "No", move on to Section 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Identify the specific land form(s) attached: _____	E2g	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____	E3c	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

3. Impacts on Surface Water

The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h)

☒ NO☐ YES

If "Yes", answer questions a - l. If "No", move on to Section 4.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may create a new water body.	D2b, D1h	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in an increase or decrease of over 10% or more than a 10 acre increase or decrease in the surface area of any body of water.	D2b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.	E2h	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).	D2d	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.	D2e	<input type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.	E2h	<input type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may involve the application of pesticides or herbicides in or around any water body.	D2q, E2h	<input type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.	D1a, D2d	<input type="checkbox"/>	<input type="checkbox"/>

l. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
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4. Impact on groundwater

The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer.

☒ NO

☐ YES

(See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t)

If "Yes", answer questions a - h. If "No", move on to Section 5.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.	D2c	<input type="checkbox"/>	<input type="checkbox"/>
b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer. Cite Source: _____	D2c	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated.	D2c, E1f, E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E2l	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources.	E2h, D2q, E2l, D2c	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

5. Impact on Flooding

The proposed action may result in development on lands subject to flooding.

☒ NO

☐ YES

(See Part 1. E.2)

If "Yes", answer questions a - g. If "No", move on to Section 6.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in development in a designated floodway.	E2i	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in development within a 100 year floodplain.	E2j	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in development within a 500 year floodplain.	E2k	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	<input type="checkbox"/>	<input type="checkbox"/>
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	E1e	<input type="checkbox"/>	<input type="checkbox"/>

g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
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6. Impacts on Air The proposed action may include a state regulated air emission source. <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES (See Part 1. D.2.f., D.2.h, D.2.g) <i>If "Yes", answer questions a - f. If "No", move on to Section 7.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels: i. More than 1000 tons/year of carbon dioxide (CO ₂) ii. More than 3.5 tons/year of nitrous oxide (N ₂ O) iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs) iv. More than .045 tons/year of sulfur hexafluoride (SF ₆) v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions vi. 43 tons/year or more of methane	D2g D2g D2g D2g D2g D2h	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour.	D2f, D2g	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may reach 50% of any of the thresholds in "a" through "c", above.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

7. Impact on Plants and Animals The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. m.-q.) <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES <i>If "Yes", answer questions a - j. If "No", move on to Section 8.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2o	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government.	E2o	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may cause reduction in population, or loss of individuals, of any species of special concern or conservation need, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2p	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in a reduction or degradation of any habitat used by any species of special concern and conservation need, as listed by New York State or the Federal government.	E2p	<input checked="" type="checkbox"/>	<input type="checkbox"/>

e. The proposed action may diminish the capacity of a registered National Natural Landmark to support the biological community it was established to protect.	E3c	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community. Source: _____	E2n	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may substantially interfere with nesting/breeding, foraging, or over-wintering habitat for the predominant species that occupy or use the project site.	E2m	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. The proposed action requires the conversion of more than 10 acres of forest, grassland or any other regionally or locally important habitat. Habitat type & information source: _____	E1b	<input checked="" type="checkbox"/>	<input type="checkbox"/>
i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.	D2q	<input checked="" type="checkbox"/>	<input type="checkbox"/>
j. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

8. Impact on Agricultural Resources The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.) <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES <i>If "Yes", answer questions a - h. If "No", move on to Section 9.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.	E2c, E3b	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).	E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.	E3b	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District.	E1b, E3a	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may disrupt or prevent installation of an agricultural land management system.	E1 a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.	C2c, C3, D2c, D2d	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.	C2c	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

9. Impact on Aesthetic Resources The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part 1. E.1.a, E.1.b, E.3.h.) <i>If "Yes", answer questions a - g. If "No", go to Section 10.</i>			
		<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource.	E3h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	E3h, C2b	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may be visible from publicly accessible vantage points: i. Seasonally (e.g., screened by summer foliage, but visible during other seasons) ii. Year round	E3h	<input type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
d. The situation or activity in which viewers are engaged while viewing the proposed action is: i. Routine travel by residents, including travel to and from work ii. Recreational or tourism based activities	E3h E2q, E1c	<input type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	E3h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. There are similar projects visible within the following distance of the proposed project: 0-1/2 mile 1/2 -3 mile 3-5 mile 5+ mile	D1a, E1a, D1f, D1g	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

10. Impact on Historic and Archeological Resources The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.) <i>If "Yes", answer questions a - e. If "No", go to Section 11.</i>			
		<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on or has been nominated by the NYS Board of Historic Preservation for inclusion on the State or National Register of Historic Places.	E3e	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.	E3f	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory. Source: _____	E3g	<input checked="" type="checkbox"/>	<input type="checkbox"/>

d. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>
If any of the above (a-d) are answered "Moderate to large impact may occur", continue with the following questions to help support conclusions in Part 3:			
i. The proposed action may result in the destruction or alteration of all or part of the site or property.	E3e, E3g, E3f	<input type="checkbox"/>	<input type="checkbox"/>
ii. The proposed action may result in the alteration of the property's setting or integrity.	E3e, E3f, E3g, E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property, or may alter its setting.	E3e, E3f, E3g, E3h, C2, C3	<input type="checkbox"/>	<input type="checkbox"/>

11. Impact on Open Space and Recreation The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan. (See Part 1. C.2.c, E.1.c., E.2.q.) If "Yes", answer questions a - e. If "No", go to Section 12.			
		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in an impairment of natural functions, or "ecosystem services", provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat.	D2e, E1b, E2h, E2m, E2o, E2n, E2p	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c, E1c, E2q	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c	<input type="checkbox"/>	<input type="checkbox"/>
e. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

12. Impact on Critical Environmental Areas The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1. E.3.d) If "Yes", answer questions a - c. If "No", go to Section 13.			
		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

13. Impact on Transportation The proposed action may result in a change to existing transportation systems. <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES (See Part 1. D.2.j) <i>If "Yes", answer questions a - f. If "No", go to Section 14.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Projected traffic increase may exceed capacity of existing road network.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action will degrade existing transit access.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

14. Impact on Energy The proposed action may cause an increase in the use of any form of energy. <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES (See Part 1. D.2.k) <i>If "Yes", answer questions a - e. If "No", go to Section 15.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action will require a new, or an upgrade to an existing, substation.	D2k	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use.	D1f, D1q, D2k	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.	D2k	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.	D1g	<input type="checkbox"/>	<input type="checkbox"/>
e. Other Impacts: _____ _____			

15. Impact on Noise, Odor, and Light The proposed action may result in an increase in noise, odors, or outdoor lighting. <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES (See Part 1. D.2.m., n., and o.) <i>If "Yes", answer questions a - f. If "No", go to Section 16.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may produce sound above noise levels established by local regulation.	D2m	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in blasting within 1,500 feet of any residence, hospital, school, licensed day care center, or nursing home.	D2m, E1d	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in routine odors for more than one hour per day.	D2o	<input checked="" type="checkbox"/>	<input type="checkbox"/>

d. The proposed action may result in light shining onto adjoining properties.	D2n	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

16. Impact on Human Health

The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part I.D.2.q., E.1. d. f. g. and h.)

☒ NO

☐ YES

If "Yes", answer questions a - m. If "No", go to Section 17.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.	E1d	<input type="checkbox"/>	<input type="checkbox"/>
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement or deed restriction).	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may affect institutional control measures that were put in place to ensure that the site remains protective of the environment and human health.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action has adequate control measures in place to ensure that future generation, treatment and/or disposal of hazardous wastes will be protective of the environment and human health.	D2t	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f	<input type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s	<input type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste.	E1f, E1g E1h	<input type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.	E1f, E1g	<input type="checkbox"/>	<input type="checkbox"/>
l. The proposed action may result in the release of contaminated leachate from the project site.	D2s, E1f, D2r	<input type="checkbox"/>	<input type="checkbox"/>
m. Other impacts: _____			

17. Consistency with Community Plans The proposed action is not consistent with adopted land use plans. (See Part 1. C.1, C.2. and C.3.) <i>If "Yes", answer questions a - h. If "No", go to Section 18.</i>				<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur		
a. The proposed action's land use components may be different from, or in sharp contrast to, current surrounding land use pattern(s).	C2, C3, D1a E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>		
b. The proposed action will cause the permanent population of the city, town or village in which the project is located to grow by more than 5%.	C2	<input type="checkbox"/>	<input type="checkbox"/>		
c. The proposed action is inconsistent with local land use plans or zoning regulations.	C2, C2, C3	<input type="checkbox"/>	<input type="checkbox"/>		
d. The proposed action is inconsistent with any County plans, or other regional land use plans.	C2, C2	<input type="checkbox"/>	<input type="checkbox"/>		
e. The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure.	C3, D1c, D1d, D1f, D1d, E1b	<input type="checkbox"/>	<input type="checkbox"/>		
f. The proposed action is located in an area characterized by low density development that will require new or expanded public infrastructure.	C4, D2c, D2d D2j	<input type="checkbox"/>	<input type="checkbox"/>		
g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)	C2a	<input type="checkbox"/>	<input type="checkbox"/>		
h. Other: _____		<input type="checkbox"/>	<input type="checkbox"/>		

18. Consistency with Community Character The proposed project is inconsistent with the existing community character. (See Part 1. C.2, C.3, D.2, E.3) <i>If "Yes", answer questions a - g. If "No", proceed to Part 3.</i>				<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur		
a. The proposed action may replace or eliminate existing facilities, structures, or areas of historic importance to the community.	E3e, E3f, E3g	<input type="checkbox"/>	<input type="checkbox"/>		
b. The proposed action may create a demand for additional community services (e.g. schools, police and fire)	C4	<input type="checkbox"/>	<input type="checkbox"/>		
c. The proposed action may displace affordable or low-income housing in an area where there is a shortage of such housing.	C2, C3, D1f D1g, E1a	<input type="checkbox"/>	<input type="checkbox"/>		
d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources.	C2, E3	<input type="checkbox"/>	<input type="checkbox"/>		
e. The proposed action is inconsistent with the predominant architectural scale and character.	C2, C3	<input type="checkbox"/>	<input type="checkbox"/>		
f. Proposed action is inconsistent with the character of the existing natural landscape.	C2, C3 E1a, E1b E2g, E2h	<input type="checkbox"/>	<input type="checkbox"/>		
g. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>		

PRINT FULL FORM

Full Environmental Assessment Form
Part 3 - Evaluation of the Magnitude and Importance of Project Impacts
and
Determination of Significance

Part 3 provides the reasons in support of the determination of significance. The lead agency must complete Part 3 for every question in Part 2 where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.

Based on the analysis in Part 3, the lead agency must decide whether to require an environmental impact statement to further assess the proposed action or whether available information is sufficient for the lead agency to conclude that the proposed action will not have a significant adverse environmental impact. By completing the certification on the next page, the lead agency can complete its determination of significance.

Reasons Supporting This Determination:

To complete this section:

- Identify the impact based on the Part 2 responses and describe its magnitude. Magnitude considers factors such as severity, size or extent of an impact.
- Assess the importance of the impact. Importance relates to the geographic scope, duration, probability of the impact occurring, number of people affected by the impact and any additional environmental consequences if the impact were to occur.
- The assessment should take into consideration any design element or project changes.
- Repeat this process for each Part 2 question where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.
- Provide the reason(s) why the impact may, or will not, result in a significant adverse environmental impact
- For Conditional Negative Declarations identify the specific condition(s) imposed that will modify the proposed action so that no significant adverse environmental impacts will result.
- Attach additional sheets, as needed.

At a meeting held on July 15, 2019, the County Board of Legislators adopted Resolution No. 176-2019, pursuant to which it made a determination of significance and issued a negative declaration in connection with capital project BIT32, a comprehensive project involving 29 sites throughout the County to replace the existing County wide radio system, which included the Sun Valley Drive site. In the original review and determination, the Sun Valley Drive site consisted of a new 150' self-supporting lattice tower, a new 12'x24' equipment shelter on concrete slab-on-grade, a new backup power diesel fueled generator on concrete slab-on-grade, a new load bank on 6'x6' concrete slab-on-grade, electric service, and installation of antennas and a microwave dish on the tower.

The project scope at the Sun Valley Drive site has subsequently been modified to add stormwater management, requiring an easement over approximately 18,945 square feet of surrounding land for grading, stormwater runoff controls and additional tree removals. For the reasons set forth on the attached sheets, the modified project will not have a significant impact on the environment; therefore, an amended negative declaration is being issued.

Determination of Significance - Type 1 and Unlisted Actions

SEQR Status: ☐ Type 1 ☒ Unlisted

Identify portions of EAF completed for this Project: ☒ Part 1 ☒ Part 2 ☒ Part 3

Upon review of the information recorded on this EAF, as noted, plus this additional support information

and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the
County of Westchester, acting by and through its Board of Legislators, as lead agency that:

☒ A. This project will result in no significant adverse impacts on the environment, and, therefore, an environmental impact statement need not be prepared. Accordingly, this negative declaration is issued.

☐ B. Although this project could have a significant adverse impact on the environment, that impact will be avoided or substantially mitigated because of the following conditions which will be required by the lead agency:

There will, therefore, be no significant adverse impacts from the project as conditioned, and, therefore, this conditioned negative declaration is issued. A conditioned negative declaration may be used only for UNLISTED actions (see 6 NYCRR 617.d).

☐ C. This Project may result in one or more significant adverse impacts on the environment, and an environmental impact statement must be prepared to further assess the impact(s) and possible mitigation and to explore alternatives to avoid or reduce those impacts. Accordingly, this positive declaration is issued.

Name of Action: Sun Valley Radio Tower

Name of Lead Agency: County of Westchester

Name of Responsible Officer in Lead Agency: Malika Vanderberg

Title of Responsible Officer: Clerk of the Westchester County Board of Legislators

Signature of Responsible Officer in Lead Agency:

Date:

Signature of Preparer (if different from Responsible Officer)

David Kvinge

Date: June 7, 2024

For Further Information:

Contact Person: David Kvinge, Assistant Commissioner

Address: 148 Martine Avenue, Room 432, White Plains, NY 10601

Telephone Number: (914) 995-2089

E-mail: dsk2@WestchesterCountyNY.gov

For Type 1 Actions and Conditioned Negative Declarations, a copy of this Notice is sent to:

Chief Executive Officer of the political subdivision in which the action will be principally located (e.g., Town / City / Village of)

Other involved agencies (if any)

Applicant (if any)

Environmental Notice Bulletin: <http://www.dec.ny.gov/enb/enb.html>

PRINT FULL FORM

Sun Valley Radio Tower

EAF Part 3

Project Description

The County is in the process of upgrading its mission critical radio systems serving the departments of Emergency Services, Public Safety, and Public Works & Transportation. These systems, which include the trunked UHF radio system, the F1 and F3 radio systems and the Fire/EMS paging system, are needed by first responders and other government personnel to ensure safety of life and property. System-wide replacement is necessary due to the end of guaranteed parts and repair service for the existing system and the anticipated loss of frequencies in upcoming years. The overall project includes 29 sites, eight of which involve only the installation of equipment within existing structures and may be classified as Type II actions under SEQR and 18 of which involve a combination of one more of the following: installation of antennas, installation of load banks, construction or expansion of equipment shelters, construction or extension of towers. This EAF covers one of the remaining three sites that include the installation of a new tower and has been updated to include an expanded square footage and stormwater management.

This project involves the construction of a radio transmission tower and facility adjacent to an existing radio tower and transmission facility on a 1.2-acre parcel of land owned by the Croton Falls Fire District with a property address of 40 Sun Valley Drive in the Town of North Salem. Project activities include clearing and tree removal associated with an approximately 0.4-acre project area including stormwater practices, the construction of an approximately 3,500 square-foot fenced compound area, the construction of a new 300-square-foot equipment shelter, installation of an emergency generator and load bank on a new 120-square-foot concrete slab, and installation of a new 150-foot tall self-supporting lattice tower. The new tower will be installed on three cylindrical 5-foot diameter concrete footings or pinned to the existing bedrock. Five new dipole antennas and one six-foot diameter dish antenna will be installed on the tower along with antennas relocated from the existing tower.

Impact on Land

The new radio facility will be constructed near the top of a hill on undeveloped land that is currently forested and slopes down in a southerly direction. The Town of North Salem is requiring that significant stormwater practices be incorporated to manage and treat stormwater runoff. Consequently, approximately 0.4 acres of area will be cleared and regraded to include a stormwater basin and two stormwater swales. The interior of the fenced compound area as well as the majority of the access drive will be constructed of crushed stone and receive extremely limited use, remaining pervious for infiltration of rainwater. Excavation will be limited to that required to regrade the site for the stormwater basin and swales, access road and compound area as well as the excavation needed to install the concrete footings or bedrock footings for the

tower, resulting in approximately 0.4 acres of excavation/regrading area and approximately three weeks of total excavation period. Potential impacts to land will be adequately mitigated by the installation and maintenance of erosion and sediment controls in accordance with the Erosion and Sediment Control plan prepared in accordance with the *New York Standards and Specifications for Erosion and Sediment Control*. The land area immediately surrounding the site will be utilized for staging of equipment and materials. All disturbed areas will be revegetated.

Impact on Plants and Animals

The project will involve the removal of forty trees, following established guidance and protocols for minimizing potential impacts to threatened and endangered species, which includes limiting tree removals to be undertaken during the months of November through March to prevent impacts to the endangered Indiana Bat and Northern Long-eared Bat which roost in trees during the warmer months. The tree removals, which affect trees of 14 inches in diameter or less, will not have a significant impact given the location of the site within an area that consists of over 100 acres of heavily forested undeveloped land. Equipment and material storage areas will be stabilized and revegetated with a native seed mix after construction.

Impact on Aesthetic Resources

The project involves the construction a 150-foot tall lattice tower. The 2018 draft amendments of the July 31, 2000 NYSDEC Visual Policy, titled *Assessing and Mitigating Visual Impacts*, were consulted to evaluate the potential impacts of the proposed tower. According to the NYSDEC policy, an “aesthetic impact” is “the consequence of a visual impact on the public’s use and enjoyment of the appearance or qualities of a listed resource.” Therefore, the focus of the visual impact assessment is how a proposed action might impact identified aesthetic resources of value to the public. The nearest officially designated scenic resource is Croton Falls Reservoir, which is approximately 0.76 miles to the northwest of the project site. The proposed tower will be located less than 50 feet from the existing tower and be taller and wider at the base than the existing monopole tower. From Croton Falls Reservoir, however, it is unlikely that the change will be noticeable given the approximately 200-foot difference in elevation and the amount of forested land between the lake and the tower facility.

The closest residence to the site is approximately 600 feet to the southeast. However, most of the area between the site and the residence is forested land and there is an almost 120-foot difference in elevation.

Impact on Historic and Archeological Resources

The project site was identified as being in an area designated as sensitive for archaeological sites on the New York State Historic Preservation Office (SHPO) archaeological site inventory. A Phase 1 Cultural Resource Survey was conducted by Hudson Valley Cultural Resource

Consultants, which included ten shovel tests as part of the Phase IB survey. No cultural materials were recovered and no further archaeological testing was recommended (CBRE Telecom Advisory Services, September 2019). On October 7, 2019, SHPO issued its concurrence with CBRE's findings that the project will have no effect on historic or archaeological resources.

Impact on Noise, Odor and Light

The project will bring heavy equipment such as excavators and large cranes into a quiet passive area for a short period during construction, which is anticipated to take approximately six to eight weeks, although not continuously. Although some of the areas of work are close to property lines, residences are located on large lots several hundred feet from the project. The project will comply with the local ordinances concerning construction hours and noise levels. As such, there will be no significant impact to surrounding land uses during construction. There will be no noise or odors following completion of construction.

According to an assessment by the Federal Aviation Administration in 2019, the tower would not be a hazard to air navigation and, therefore, marking and lighting are not necessary for aviation safety. Ground lighting will be limited to a light fixture over the door of the proposed equipment shelter, which will be shielded, directed downward and will operate by motion sensors. As such, there will be no significant impacts associated with light.

ACT NO. ____ - 2024

AN ACT authorizing the County of Westchester to enter into an easement agreement with the Croton Falls Fire District to accept an easement over approximately 18,945 ± sq. ft. (0.43 ± acres) of land at 40 Sun Valley Drive, Croton Falls, New York in the Town of North Salem for the County to undertake, install and maintain certain storm water facilities.

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

Section 1. The County of Westchester (the “County”) is hereby authorized to enter into an easement agreement (the “Easement Agreement”) with the Croton Falls Fire District to accept an easement over approximately 18,945 ± sq. ft. (0.43 ± acres) of land located at 40 Sun Valley Drive, Croton Falls, New York in the Town of North Salem identified on the official tax maps for the Town of North Salem as Section 1, Block 11734, Lot 68 (the “Parcel”) for the County to undertake, install and maintain certain erosion, sediment control, grading and storm water work and facilities necessary for the installation of a County communication facility for governmental and/or public safety communication purposes.

§2. The term of the Easement Agreement shall commence upon execution and shall continue for a term that is coterminous with the County’s lease agreement, including any renewals thereof, with the Croton Falls Fire District for the County to construct, install, maintain and operate a County communication facility on the Parcel.

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

§4. This Act shall take effect immediately.

Schedule "C"

STORM WATER EASEMENT

This Storm Water Easement Agreement (the "Easement Agreement") made the ____ day of _____, 20____ (the "Commencement Date") by and between

CROTON FALLS FIRE DISTRICT, a political subdivision of the State of New York and a district existing pursuant to the laws of the State of New York, having an office and place of business at 301 Titicus Road, North Salem, New York 10560, as the party of the first part ("Grantor"),

and

COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and place of business at 148 Martine Avenue, White Plains, New York, 10601, as the party of the second part ("Grantee or County"),

(Grantor and the Grantee or County may be referred to individually as a "Party" or collectively as the "Parties")

W I T N E S S E T H:

WHEREAS, Grantor is the title owner of a certain parcel located at 40 Sun Valley Drive, Croton Falls, New York, in the Town of North Salem, identified as Section 1, Block 11734, Lot 68 on the Official Tax Maps for the Town of North Salem (the "Parcel"); and

WHEREAS, the Grantor, as the party of the second part, acquired the Parcel by a deed from Michael Furio, as party of the first part, dated April 15, 1964 which was recorded in the Westchester County Clerk's Office on May 8, 1964 at Liber 6400, Page 382; and

WHEREAS, the Parties entered into a lease agreement, dated _____, pursuant to which the County was granted the certain rights in the Parcel, including the right to install, maintain and operate certain public safety radio communication equipment on the Parcel (the "Lease Agreement"); and

WHEREAS, in the Lease Agreement, the County agreed to install certain erosion, sediment control, grading and storm water work and facilities at the Parcel according to the term set forth in the Lease Agreement (the "Storm Water Facilities"); and

WHEREAS, in the Lease Agreement, the Parties agreed that upon completion of the installation of the Storm Water Facilities, the Parties would execute and the County would record this Easement Agreement to provide a written easement in the Parcel for the County's construction, operation and maintenance of the Storm Water Facilities.

NOW, THEREFORE, for good and valuable consideration, the Parties hereto agree as follows:

1. **Easement Grant.**

A. **Easement.** The Grantor hereby grants to the County, and its officers, elected officials, employees, agents, contractors, and subcontractors (the "County Parties"), a non-exclusive easement on, over, in, through and upon that portion of the Parcel identified and described in the metes and bounds description attached hereto and made a part hereof as Schedule "A" and as shown on the map, which is attached hereto and made a part hereof as Schedule "B" (the "Easement") to install, construct, reconstruct, maintain, operate and repair the Storm Water Facilities located within the Easement as shown in Schedule "B". The County's maintenance of the Storm Water Facilities shall be according to commonly accepted best management practices for storm water maintenance. The County shall not be responsible for any damage to the Storm Water Facilities caused by the acts of the District, its agents, its other tenants or licensees or subtenants or sublicensees on the Parcel, or third parties under the direction and control of the District for which the District shall indemnify the County with respect thereto.

B. **Access.** The Parties acknowledge that the Easement shall include the right to enter and cross the Easement at all times to fulfill the purposes and exercise the rights set forth in this Easement Agreement.

C. **Further Assurances.** With respect to the legal description of the Easement which is being granted herein, if any de-minimis additions, changes or corrections are required due to accurate survey or field conditions, such additions, changes or corrections may be made by the County or the Grantor, subject to the approval of the other Party to this Agreement. Approvals, if any, for the County will be by the Commissioner of the Department of Public Works and Transportation and for the Grantor, by its authorized representative, such approval not to be unreasonably withheld or delayed. Such additions, changes or corrections shall also be made to reflect such facts as an accurate survey of final construction and installation may disclose. Any additions, changes or corrections to the legal descriptions of the Easement herein shall be duly recorded by appropriate instrument approved by the Parties (such approval not to be unreasonably withheld) prepared and filed by the County or the Grantor in a timely manner in the Westchester County Clerk's Office, with copies to the other Parties.

2. **Perpetual Right of the County and County Parties.**

A. The Easement shall include the right of the County and the County Parties:

(i) to install, construct, reconstruct, maintain, operate and repair the Storm Water Facilities within the Easement, and

(ii) to freely ingress to and egress from the Easement, for the purposes of installing, constructing, reconstructing, maintaining, operating and repairing the Storm Water Facilities without any molestation or hindrance or without becoming or being held liable for trespass, in each case, from and by the Grantor and its successors, assign, or legal representatives.

3. **Term.** The term ("Term") of this Easement Agreement shall commence upon the Commencement Date and shall continue for a term that is coterminous with the Lease Agreement, including any renewals thereof. Upon the expiration or termination of the Lease Agreement, this Easement Agreement shall terminate unless otherwise agreed to in writing between the Parties.

Upon the termination of this Easement Agreement, the Grantee shall, at its sole cost and expense, remove all of its equipment, materials, supplies and refuse from the Easement. In addition, upon the termination of this Easement Agreement, the County shall have no further right or obligation to install, construct, maintain, operate or repair the Storm Water Facilities.

4. **Terms, Conditions and Restrictions on the Easement.**

A. Access to the Parcel is currently via a locked gated and closed to public traffic. In order to maintain the County's right of Access, the District shall provide the County with a key or combination to the lock at the gate or the County shall be permitted to add a County lock to a multi-lock arrangement approved by the District for the gate so that the County can have free access to the to the Easement to exercise its rights under this Easement Agreement.

B. Grantor further covenants that it, and any third parties under its direction and control, shall not injure, damage, endanger or impair the County Storm Water Facilities or the operation thereof. The Grantor agrees to and shall indemnify the County for any damage to the Storm Water Facilities caused by the acts of the Grantor, its agents or third parties under its direction or control, the Grantor.

C. The County shall prosecute all work and use the Easement, in compliance with all applicable federal, state and local laws, rules, regulations, codes, permits and ordinances.

D. The grant of this Easement to Grantee shall be subject and subordinate to: (i) all mortgages which may now or hereafter affect the Parcel and to all renewals, modifications, consolidations, replacements and extensions thereof and (ii) all covenants and restrictions of record affecting the Easement, if any, to the extent that same are in force and effect.

3. **Costs.** Except as otherwise provided in this Easement Agreement, the County shall pay all costs and expenses of performing all County work in the Easement, including but not limited to any permit fees, filing fees, construction costs and maintenance costs. The County shall promptly pay, when due, all claims for labor and material furnished, or alleged to have been furnished, to or for the County and all County Parties in the performance of County work that are or may be secured by any mechanics' or materialmens' liens against the Parcel or any interest of Grantor in the Parcel. At the County's expense, the County shall promptly cause any such liens which do attach to the Parcel to be promptly discharged or bonded over after the liens are filed. The County shall indemnify Grantor from all such liens as provided in Section 5 below.

4. **Insurance.**

A. At the time of execution of this Easement Agreement, the County is self-insured and the Grantor accepts the letter evidencing such self-insurance, which is annexed to this Easement Agreement as Schedule "C". If the County changes from a self-insurance program to a traditional insurance program, then the County shall forward certificates of General Liability coverage naming the District as an additional insured.

B. No County contractor or subcontractor shall perform work at the Easement unless and until it procures, maintains and provides the County Director of Risk Management and the

Grantor with proof of insurance as required in the Standard Insurance Provisions set forth in Schedule "D", which is attached hereto and made a part hereof, and such insurance names the "Croton Falls Fire District" as an additional insured as set forth in Schedule "D".

5. **Indemnification by the County.** To the fullest extent permitted by law, the County shall indemnify, defend and hold harmless the Grantor from and against any and all claims, damages, fines, causes of action, judgments, penalties, costs, liabilities, reasonable attorneys' fees, losses and awards caused by (i) a breach by the County of its obligations under this Easement Agreement, (ii) the willful, intentional, negligent or reckless acts or omissions of the County or any of the County Parties in, on, through or under the Easement, or (iii) the use, possession, enjoyment, or operation of the Easement by the County or any of the County Parties.

6. **Indemnification by Grantor.** To the fullest extent permitted by law, the Grantor shall indemnify, defend and hold harmless the County and all County Parties from and against any and all claims, damages, fines, causes of action, judgments, penalties, costs, liabilities, reasonable attorneys' fees, losses and awards that may arise as a result of (i) a breach by Grantor of its obligations under this Easement Agreement, or (ii) the willful, intentional, negligent or reckless acts or omissions of the Grantor or third parties under the direction or control of the Grantor in, on, through or under the Easement.

7. **Representations.** The Grantor represents that, as of the date of execution of this Easement Agreement, the Grantor is seized of the Parcel in fee simple (subject to all matters of record), and has good and sufficient right, title and interest to convey the Easement. Provided the County abides by the provisions set forth in this Easement Agreement, the County and County Parties shall have non-exclusive quiet and peaceful enjoyment of the Easement, as otherwise provided for in this Easement Agreement.

8. **Notices.** All notices of any nature referred to in this Easement 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 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 Grantor: Commissioner
 Croton Falls Fire District
 301 Titicus Road
 North Salem, New York 10560

To County: Commissioner, Department of Public Works
 County of Westchester
 148 Martine Avenue, Room 518
 White Plains, New York 10601

And to:

Chief Information Officer
Michaelian Office Building
148 Martine Avenue, Room 312
White Plains, New York 10601

with a copy to:

Westchester County Attorney
Department of Law
148 Martine Avenue, 6th Floor
White Plains, NY 10601

Either Party may, from time to time, change its address by written notice to the other party at its then current address.

9. **Enforcement.** The Parties shall have the right to enforce this Easement Agreement by any proceeding at law or in equity against any person or persons violating or attempting to violate this Easement Agreement, to restrain said violation, to require specific performance and/or to recover damages, and to recover any legal fees incurred in connection with such proceeding. Failure by either Party to enforce any provision herein contained shall not be deemed a waiver of the right to do so thereafter.

10. **Non-Waiver Provision.** The failure of the either Party to insist upon strict performance of any term, condition or covenant herein shall not be deemed a waiver of any rights or remedies that the Party may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions or covenants herein.

11. **No Damages.** Neither Grantor nor the County shall be liable for any consequential, incidental or indirect damages (including, but not limited to, lost profits, lost revenues or loss of business opportunity, whether or not such party was aware or should have been aware of possibility of those damages) or punitive, special, exemplary or other damages that are not direct damages.

12. **No Personal Liability.** No member, director, officer, employee of Grantor or the County and no public official of the County or County Parties shall be liable personally under or by reason of this Easement Agreement or any of its covenants, articles, terms, or provisions, nor shall any member, officer, or employee of Grantor or the County or County Parties be sued individually for damages or other relief on account of any breach of this Easement Agreement by Grantor or the County or County Parties.

13. **Entire Agreement.** This Easement 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, comments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

14. **Severability.** The invalidity of any provisions, articles, paragraphs, portions, or clauses of this Easement Agreement shall have no effect upon the validity of any other part or portion hereof, so long as the remainder shall constitute an enforceable agreement.

15. **Headings.** The headings herein are for convenience only and not to be construed as part of this Easement Agreement or as a limitation of the scope of the particular section to which the heading refers.

16. **Recitals.** The recitals are hereby incorporated by reference.

17. **No Lease.** This Easement Agreement is not a lease and does not grant the County rights of a tenant.

18. **Successors and Assigns.** All covenants, terms and conditions contained herein shall at all times run with the land and shall extend to and bind each party hereto, its legal representatives, successors and assigns.

19. **No Third Party Beneficiary Rights.** Nothing herein is intended or shall be construed to confer upon or give any third party any rights, remedies or basis for reliance upon, under or by reason of this Easement Agreement, except in the event that specific third party rights are expressly granted herein.

20. **Governing Law.** This Easement Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of New York.

21. **Recording.** The Parties agree that the County, at its sole cost and expense, shall cause this Easement Agreement to be recorded and indexed to the deed to which it refers. At any Party's request, additional copies of this Easement Agreement shall be executed by Grantor and County and delivered by one to the other.

22. **Multiple Counterparts.** This Easement Agreement may be executed in a number of identical counterparts but all counterparts shall constitute one and the same agreement. This Easement Agreement shall not be binding or effective until executed by Grantor and County and approved by the Office of the County Attorney

TO HAVE AND TO HOLD the above granted Easement unto the party of the second part, its successors and assigns forever.

IN WITNESS WHEREOF, the parties have executed this instrument the day and year first above written.

GRANTOR

CROTON FALLS FIRE DISTRICT

By: _____

GRANTEE

COUNTY OF WESTCHESTER

By: _____
County Executive

Approved:

Associate County Attorney
The County of Westchester

Date

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

Authorized by the Westchester County Board of Legislators at a meeting held on _____ by Act
No. _____.

Authorized by the Westchester County Board of Acquisition and Contract by Resolution adopted
on the _____ day of _____, 20_____.

UNIFORM CERTIFICATE OF ACKNOWLEDGMENT

(GRANTOR)

STATE OF)
)
) ss.:
COUNTY OF)

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/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

CERTIFICATE OF AUTHORITY

(CORPORATION)

I, _____,
(Officer other than officer signing contract)
certify that I am the _____ of
(Title)

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

(Person executing agreement)
who signed said agreement on behalf of the _____
(Name of Corporation)
was, at the time of execution

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

(Signature)

STATE OF _____)
ss.:
COUNTY OF _____)

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/they executed the same in
his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the
individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

UNIFORM CERTIFICATE OF ACKNOWLEDGMENT

(GRANTEE

COUNTY OF WESTCHESTER)

STATE OF

)

SS.:

COUNTY OF

)

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/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

SCHEDULE A
Metes and Bounds Description of Easement



SCHEDULE B
Easement Drawings



SCHEDULE C
Self-Insurance Letter (County)

SCHEDULE "D"
STANDARD INSURANCE PROVISIONS
(Applicable to County contractors and subcontractors)

1. Prior to commencing work and throughout the term of performance of the work, the County shall require in writing that its contractor(s) and subcontractor(s) 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, and shall provide evidence of such insurance to the County of Westchester (the "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 (the "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 Contractor 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 Contractor 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 of Westchester for approval by the Director. Upon failure of the Contractor to furnish, deliver and maintain such insurance, the Lease agreement, at the election of the District, may be declared suspended, discontinued or terminated.

Failure of the Contractor to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Contractor from any liability under the Lease Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Contractor 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 Contractor's negligent acts or omissions under the Lease 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 Contractor until such time as the Contractor shall furnish such additional security covering such claims in form satisfactory to the Director.

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

2. The Contractor shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the Lease 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 Worker's 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.l) per occurrence and a \$2,000,000.00 aggregate limit naming the "County of Westchester" and the "Croton Falls Fire District" 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.
- (iii) Products and Completed Operations.

(c) Commercial Umbrella/Excess Insurance: \$2,000,000 each Occurrence and Aggregate naming the "County of Westchester" and the "Croton Falls Fire District" 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.

All Contracts involving the use of explosives, demolition and/or underground work shall provide proof that XCU is covered.

(d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000.00 for bodily injury and a minimum limit of \$100,000.00 per occurrence for property damage or a combined single limit of \$1,000,000.00 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" and the "Croton Falls Fire District" as additional insured:

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

3. All policies of the Contractor 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 Contractor.

ACT NO. ____ - 2024

AN ACT authorizing the County of Westchester to enter into an intermunicipal agreement with the Croton Falls Fire District to lease a 2015 generator to the Fire District for use as a backup generator for its emergency radio communication equipment.

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

Section 1. The County of Westchester (the “County”) is hereby authorized to enter into an inter-municipal agreement (“IMA”) with the Croton Falls Fire (the “District”) to lease to the District a 2015 generator for the District to use as a backup generator for its emergency radio communication equipment located on a communication facility owned by Crown Atlantic Company, LLC, located on District-owed real property at 40 Sun Valley Drive, Croton Falls, New York in the Town of North Salem.

§2. The IMA shall be for a term commencing upon execution and terminating five (5) years thereafter, unless sooner terminated as provided for in the IMA.

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

§4. This Act shall take effect immediately.

THIS INTERMUNICIPAL AGREEMENT (the "Agreement") made this ____ day of _____ 2024 (the "Effective Date") 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

CROTON FALLS FIRE DISTRICT, a political subdivision of the State of New York and a district existing pursuant to the laws of the State of New York, having an office and place of business at 301 Titicus Road, North Salem, New York 10560 (hereinafter referred to as the "District")

WITNESSETH:

WHEREAS, in 2015, the County, through its Department of Emergency Services (the "Department"), acquired the following generator:

30kW diesel generator:
Model: C30 D6
S/N: H150864055
Spec: A
Fuel Cap: 277 usable

(the "2015 GENERATOR"); and

WHEREAS, the County no longer has need for the 2015 GENERATOR; and

WHEREAS, the District wishes to lease the 2015 GENERATOR from the County to use as a backup generator for its emergency radio communication equipment located within the communication facility of Crown Atlantic Company, LLC ("Crown Communication Facility") at 40 Sun Valley Drive in North Salem, New York, and, for this reason, the parties now desire to enter into the IMA for a five (5) year term.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto covenant and agree as follows:

1. **2015 GENERATOR:** The County hereby leases to the District the 2015 GENERATOR, as further identified in Schedule "A," annexed hereto and made a part hereof, according to the terms set forth in this Agreement.

2. **CONSIDERATION:** In consideration for the lease of the 2015 GENERATOR, the District agrees to pay the County the sum of One (\$1.00) Dollar. As additional consideration, the District shall utilize, repair and maintain the 2015 GENERATOR as a backup generator for its emergency communication equipment located on the Crown Communication Facility.

3. **USE:** The District agrees to utilize the 2015 GENERATOR solely as a backup generator for its emergency radio communication equipment located at the Crown Communication Facility.

4. **TITLE:** The County shall cause the 2015 GENERATOR to be tendered to the District within ten (10) days of execution of this Agreement and will furnish to the District documentation of the County's title to the 2015 GENERATOR. Title shall remain in the name of the County. The County may place, or cause to be placed upon the 2015 GENERATOR, identification symbols denoting ownership by the County. Such marking shall be affixed in accordance with the County's directions and which shall not be removed by the District.

The District shall execute, or cause to be executed, any documents deemed necessary by the County including, but not limited to, Uniform Commercial Code and release of lien forms to enable the County to file, register or record this lease or any other document deemed desirable by the County to protect the County's title to the 2015 GENERATOR. The District shall keep the 2015 GENERATOR free and clear of all levies, liens and encumbrances.

5. **DISCLAIMERS:** The County makes no warranties of any kind, either directly or indirectly, express or implied, as to the condition of the 2015 GENERATOR or any part thereof, including but not limited to, the 2015 GENERATOR's durability, merchantability or fitness for any particular purpose, except that the County warrants that it has title to the 2015

GENERATOR at the time of delivery. The District accepts the 2015 GENERATOR "AS IS" in all respects.

6. **TERM:** The term of this Agreement shall commence upon the Effective Date and continue for a period of five (5) years thereafter, unless terminated sooner in accordance with the provisions hereinafter set forth. Upon the expiration or termination of this Agreement, the District will take all action appropriate and necessary to return the 2015 GENERATOR to the County in a timely fashion.

7. **EXTERIOR AND INTERIOR ADVERTISING:** No exterior or interior advertising may be placed upon the 2015 GENERATOR. The District may apply lettering and/or insignia to the 2015 GENERATOR with the prior written approval and sign-off on design sketch by the Commissioner of the Westchester County Department of Emergency Services and the Westchester County Department of Public Works and Transportation (the "DPWT Commissioner").

8. **CHARGES, FEES AND EXPENSES:** The District shall be responsible for the payments for any taxes, charges, inspection fees, or other costs, imposed upon the 2015 GENERATOR or the operation thereof, whether such taxes, charges, fees or other costs are levied against the District or the County. In addition, the District shall pay all expenses, except titling, in connection with the use and operation of the 2015 GENERATOR during the term of this Agreement including, but not limited to, fuel, oil, grease, repairs, maintenance, or other expenses thereof.

9. **INSPECTION/ACCESS:** The County shall have the right to inspect the 2015 GENERATOR on two (2) days' notice to the District. The County shall make reasonable efforts, however, not to unduly interfere with the operations or maintenance schedules of the District. The County inspectors shall be allowed on the premises where the 2015 GENERATOR is stored without the necessity of written permission, after identifying to the District their status as County employees. The making of any inspections shall begin promptly upon presentation of the 2015 GENERATOR and be carried through to completion as expeditiously as possible. In addition to the County, the District shall also permit any authorized representative of the State,

Federal or other governmental agency to inspect the 2015 GENERATOR as well as all relevant data and records. The District shall also permit the above named persons to audit the books, records and accounts of the District relating to the 2015 GENERATOR covered by this Agreement, as may be deemed necessary by the aforementioned persons.

The County reserves the right to designate a specific time and place, either at the Crown Communication Facility or at some other located designated by the County, for inspection of the 2015 GENERATOR in accordance with this paragraph "9". The District shall comply with any such direction from the County.

10. **REPAIRS, PARTS AND REQUIREMENTS:** The District shall be solely responsible to make all necessary repairs to the 2015 GENERATOR, at its own cost and expense, to ensure, among other things, the safe operation and continuity of the services contemplated hereunder. The design, quality and component parts of the repairs will conform to all applicable requirements and to all applicable standards. Rebuilt parts must be factory replacement parts, parts purchased from a reputable supply house which deals in replacement parts, or rebuilt parts equal to or better than those originally installed in the 2015 GENERATOR.

11. **MAINTENANCE:** The District, at its own cost and expense, shall be solely responsible to maintain the 2015 GENERATOR in good working order and repair in accordance with the manufacturer's manual, instructions and/or warranty requirements and as directed by the DPWT Commissioner. In the event of a dispute regarding maintenance, alteration, or repair of the 2015 GENERATOR, the reasonable and good faith determination of the DPWT Commissioner shall be final. The District shall maintain the 2015 GENERATOR in a manner whereby the 2015 GENERATOR shall be kept clean and have exteriors free of grime, cracks and breaks, dents and damaged paint that detract from the overall appearance of the 2015 GENERATOR.

The County shall have the right to inspect the 2015 GENERATOR and the District's records with respect thereto as shall be reasonably necessary to confirm the District's proper maintenance of the 2015 GENERATOR, on two (2) days' notice at a location in the District. The District shall, as promptly as possible, correct any unsatisfactory items reported by such

inspections. The DPWT Commissioner may reasonably order repairs to be made at any time to ensure that the 2015 GENERATOR is safe and dependable in accordance with the requirements of this Agreement. Should the 2015 GENERATOR require repairs attributable to such circumstances, including, but not limited to, fires or repair attributable to other circumstances, the District shall immediately make all necessary repairs, subject to the availability of required materials and supplies, to ensure that the 2015 GENERATOR is safe and operable.

The District shall not perform any material alteration to the 2015 GENERATOR without the County's prior written consent. All repairs, additions and improvements made to the 2015 GENERATOR, in particular such repairs, additions and improvements which are meant to be permanently affixed to the 2015 GENERATOR, shall belong to the County and shall become part of the 2015 GENERATOR. All such repairs, additions and improvements shall be reported to the County. If the County consents, any alterations may be removed from the 2015 GENERATOR prior to their return to the County upon the termination of this Agreement.

If the 2015 GENERATOR is in any manner improperly maintained, or if the District fails to make necessary repairs as heretofore provided, the County may, in addition to any other rights or remedies it may have now or hereafter existing at law or in equity, repossess the 2015 GENERATOR with or without a court order or other process of law, wherever it may be located, and effectuate the necessary repairs, provided however, that the District may defeat such right of the County to repossess the 2015 GENERATOR by curing the default complained of within ten (10) days or, if not within such notice period, by promptly commencing to correct the default and diligently pursuing all necessary and appropriate action to affect such cure. The District waives any and all claims against the County with respect to such taking of possession and agrees to remit the cost of any County repairs within thirty (30) days of receipt of a County claim therefor.

12. **COMPLIANCE WITH LAW:** The District shall comply with all governmental laws, regulations and rules with respect to the use, maintenance and operation of the 2015 GENERATOR. If any part of such unit shall be required to be changed or replaced, or if any additional or other part is required to be installed on such unit in order to comply with laws, regulations, requirements and rules, the District agrees to make such changes, additions and replacements; and the District agrees to maintain the 2015 GENERATOR in full compliance

with such laws, regulations, requirements and rules during the term of this Agreement. The provisions of this Agreement and all rights and obligations hereunder shall be governed by and construed in accordance with the Laws of the State of New York and applicable Federal laws.

The District shall ensure that any persons authorized to repair or maintain the 2015 GENERATOR are properly trained and have all applicable licenses required by law.

13. REPORTS:

(a) The District shall prepare and deliver to the DES Commissioner at least annually, or as requested by the County, all information which is needed by the County to prepare any reports required to be filed with any Federal, State or other regulatory authority or agency by reason of the ownership by the County of the 2015 GENERATOR or the leasing of the 2015 GENERATOR to the District or operation of the contracted service.

(b) The District shall maintain reports of all maintenance and repairs performed on the 2015 GENERATOR in accordance with the terms of this Agreement, and such reports shall be available and subject to inspection by the County upon the County's request, within two days of such request.

(c) The District shall conform its reports to any format reasonably requested by the DES Commissioner.

14. INDEMNIFICATION AND INSURANCE: In addition to and not in limitation of the insurance provisions contained in Schedule "B" attached hereto and made a part hereof, the District agrees:

(a) that except for the amount, if any, of damage contributed to, caused by or resulting from the sole negligence of the County, the District shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the use, maintenance or repair of the 2015 GENERATOR by the District or third parties under the direction or control of the District; and

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

(c) In the event the District does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the District shall reimburse the County's reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

15. **ASSIGNMENT:** The District shall not assign, transfer or encumber its leasehold interest in the 2015 GENERATOR under this Agreement without the prior written consent of the County. The District shall not, without the prior written consent of the County, surrender possession or control of, or suffer or allow the 2015 GENERATOR to pass out of its possession or control, except for the purpose of performing repairs and maintenance.

16. **TERMINATION:** (a) In the event the District 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 other lawful remedy, may terminate this Agreement upon ten (10) days written notice to the District, provided however, that the District may defeat such termination notice by curing the default complained of within such notice period or, if not within such notice period, by promptly commencing to correct the default and diligently pursuing all necessary and appropriate action to affect such cure. Upon a second default by the District, 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 written notice to the District.

(b) Either party, upon forty-five (45) days notice to the other party, may terminate this Agreement in whole or in part when it deems termination to be in its best interest.

Upon termination, all rights of the District to the use of the 2015 GENERATOR shall absolutely cease and terminate as though this Agreement had never been made, but the District

shall remain liable as hereinafter provided; and thereupon the County may, by its agents, enter upon the premises where the 2015 GENERATOR may be located and take possession of the 2015 GENERATOR and thenceforth hold, possess and enjoy the same free from any right of the District or its successors or assigns, to use the 2015 GENERATOR for any purposes whatsoever; but the County shall, nevertheless, have the right to recover from the District any damages and expenses in addition thereto, including reasonable attorneys' fees, which the County shall have sustained by reason of the breach of any covenant of this Agreement. The County shall take immediate possession of the 2015 GENERATOR leased hereunder, wherever found, with or without process of law, and the County shall not be responsible for any damages which the District sustains by virtue of said act.

17. **REPOSSESSION:** Immediately upon expiration or termination of this Agreement, the District will, at its sole cost and expense, at the request of the County, deliver possession of the 2015 GENERATOR to the County at any location within Westchester County as the County may designate whereupon the District shall affect such delivery within twenty-four (24) hours of receipt of such designation in writing from the County to the District. For the purpose of delivering possession of the 2015 GENERATOR to the County as above required, the District shall, at its own expense and cost:

- (a) Forthwith deliver such 2015 GENERATOR to a location within Westchester County as the County may designate; and
- (b) The District is hereby obligated to deliver the 2015 GENERATOR in complete and operable condition as set forth in Paragraph "18"; and
- (c) If the District fails to deliver the 2015 GENERATOR, the County has the right to repossess the 2015 GENERATOR without notice or demand, with or without a court order or other process of law, wherever it may be located and the District waives all claims against the County with respect to such taking of possession.

"Possession" in this paragraph is defined to include both the taking of the 2015 GENERATOR into the County's physical custody, and/or the mailing and/or personal delivery to

the District of a notification in writing that the County elects to take constructive possession of the 2015 GENERATOR wherever located.

18. **WEAR AND TEAR:** On expiration or termination of this Agreement, the District shall deliver the 2015 GENERATOR in accordance with Paragraph "17", complete and operable, excepting normal wear and tear.

19. **LOSS, THEFT, DAMAGE OR DESTRUCTION AND SETTLEMENT:** The District shall bear all risks of damage, loss, theft, or destruction, partial or complete, of the 2015 GENERATOR or any portion, thereof, including acts of its employees and servants. Any resultant replacement, repairs, or substitution of parts of the 2015 GENERATOR, shall be at the sole cost and expense of the District. In the event of any loss, theft, or destruction of the 2015 GENERATOR or damage thereof, the District shall promptly notify the DES Commissioner both by phone and in writing and dispose of the 2015 GENERATOR and records in accordance with instructions from the County. In all instances, the District shall either repair the 2015 GENERATOR to the same standard or condition required under this Agreement, or, subject to prior written approval of the County, replace the entire 2015 GENERATOR with another generator of comparable condition and specifications which is acceptable to the DES Commissioner.

Replacement of the entire 2015 GENERATOR shall be at the County's sole discretion. Should the County instruct the District to replace the 2015 GENERATOR lost, stolen, damaged or destroyed, the District shall do so at its sole expense. Upon acceptance and placing in service of the replaced 2015 GENERATOR by the District, title to said replacement 2015 GENERATOR shall be vested in the County. Should the County elect not to have a 2015 GENERATOR replaced by the District, the County shall be entitled to any settlement proceeds that the District may receive, including but not limited to insurance proceeds plus the District's insurance policy deductible amount and salvage value, if any. Said proceeds shall be made payable to the County either by credit against any claims due and owing the District or by a direct payment at the County's sole option. The District shall not accept such settlement proceeds without first giving the County an opportunity to have the 2015 GENERATOR

inspected by its own adjuster and without first obtaining the County's prior written consent to such settlement amount.

The County shall not be liable for any special, incidental or consequential damages or for loss, damage or expense directly or indirectly arising from the District's use of or inability to use the 2015 GENERATOR, or for personal injury or loss or destruction of other property, or from any other cause connected with this Agreement whatsoever.

20. **NO CLAIMS FOR INTERRUPTED SERVICE:** The District shall not make any claim against the County whatsoever by reason of damage to or loss of the 2015 GENERATOR or any part(s) thereof, or by reason of any interruption, from whatever cause, in the use, operation or possession of the 2015 GENERATOR or any part(s) thereof.

21. **NON-WAIVER:** The remedies in this Agreement provided in favor of the County shall not be deemed exclusive, but shall be cumulative, and shall be in addition to all other remedies in its favor provided by law. The failure of the County to exercise the rights granted it hereunder upon any occurrence of any of the contingencies set forth herein shall not constitute a waiver of any such right upon the continuation or recurrence of any such contingencies or similar contingencies.

22. **NOTIFICATION:** Any request, demand, authorization, direction, notice, consent, waiver or other document provided or permitted by this Agreement to be made upon, given, furnished or filed with a party by another party shall be in writing and shall be delivered by hand, overnight mail, or sent by registered or certified mail postage prepaid, to the respective address as set forth below, or to such other address as the respective parties hereto may designate in writing:

To the County:

Commissioner
Westchester County Department of Public Works and Transportation
148 Martine Avenue
White Plains, NY 10601

And to

Commissioner
Westchester County Department of Emergency Services

4 Dana Road
Valhalla, New York 10595

With a copy to:

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

To the District:

Commissioner
Croton Falls Fire District
301 Titicus Road
North Salem, New York 10560

Notices shall be effective on the date of receipt. Either party to the Agreement may redesignate the recipient or change the address of the recipient of notification hereunder by written notification to the other party to this Agreement of such change.

23. **NON-DISCRIMINATION**: The District expressly agrees that neither it nor any contractor, subcontractor, employee, or any other person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status during the term of or in connection with this Agreement, as those terms may be defined in Chapter 700 of the Laws of Westchester County. The District acknowledges and understands that the County maintains a zero tolerance policy prohibiting all forms of harassment or discrimination against its employees by co-workers, supervisors, vendors, contractors, or others.

24. **SEVERABILITY**: This Agreement embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein or by other written agreement. If any provision herein is invalid, it shall be considered deleted herefrom and shall not invalidate the remaining provisions.

25. **ENFORCEMENT**: This Agreement shall not be enforceable until signed by the parties and approved by the Office of the County Attorney.

26. **GOVERNING LAW:** This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

THE COUNTY OF WESTCHESTER:

By: _____
Commissioner of Public Works
and Transportation

CROTON FALLS FIRE DISTRICT:

By: _____
Name and Title

Approved by the Westchester County Board of Legislators by Act No. _____ at a meeting duly held on the _____ day of _____, 2024.

Approved:

Associate County Attorney
County of Westchester

ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 2024 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/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: _____

Notary Public

CERTIFICATE OF AUTHORITY
(DISTRICT)

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

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

a municipal corporation duly organized and in good standing under the _____
*(Law under which organized, e.g., the
New York Business Corporate Law)*

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

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

(Title of such person)

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

(Signature)

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

On the _____ day of _____ in the year 2024 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/they executed the same in his/her/their capacity(ies), and that by his/her/their
signature(s) on the instrument, the individual(s), or the person upon behalf of which the
individual(s) acted, executed the instrument.

Date: _____

Notary Public

Notary Public

SCHEDULE "A"

DESCRIPTION OF 2015 GENERATOR TO BE LEASED

30kW diesel generator:

Model: C30 D6

S/N: H150864055

Spec: A

Fuel Cap: 277 usable

SCHEDULE "B"

STANDARD INSURANCE PROVISIONS **(District)**

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

In the event of any loss, if the District 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 District. Any available

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

2 The District 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 District 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 District.