



Public Works & Transportation Meeting Agenda

Committee Chair: Erika Pierce

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

Monday, October 7, 2024

1:00 PM

Committee Room

Joint with B&A, LEG, LMC & HS

CALL TO ORDER

Please note: Meetings of the Board of Legislators and its committees are held at the Michaelian Office Building, 148 Martine Avenue, White Plains, New York, 10601, and remotely via the WebEx video conferencing system. Legislators may participate in person or via Webex. Members of the public may attend meetings in person at any of its locations, or view it online on the Westchester County Legislature's website: <https://westchestercountyny.legistar.com/> This website also provides links to materials for all matters to be discussed at a given meeting.

MINUTES APPROVAL

1. Monday, July 29, 2024 at 10:00am
2. Wednesday, July 31, 2024 at 11:00am
3. Wednesday, August 28, 2024 at 11:00am

I. ITEMS FOR DISCUSSION

1. [2024-512](#) **LEGISLATORS NOLAN AND WOODSON-SAMUELS- PH - Road Construction**

A RESOLUTION to set a Public Hearing on "A LOCAL LAW amending Chapter 813 of the Laws of Westchester County relating to road construction." [Public Hearing set for _____, 2024 at _____ .m.]. LOCAL LAW INTRO: 2024 - 513.

COMMITTEE REFERRAL: COMMITTEES ON LEGISLATION AND PUBLIC WORKS & TRANSPORTATION

Guests: Law Dept.: Assistant Chief Deputy County Attorney Justin Adin; DPW&T: Commissioner Hugh Greechan and Deputy Commissioner Hernane De Almeida

2. [2024-513](#) **LEGISLATORS NOLAN AND WOODSON-SAMUELS- LL - Road Construction**

A LOCAL LAW amending Chapter 813 of the Laws of Westchester County relating to road construction.

COMMITTEE REFERRAL: COMMITTEES ON LEGISLATION AND PUBLIC WORKS & TRANSPORTATION

Guests: Law Dept.: Assistant Chief Deputy County Attorney Justin Adin; DPW&T: Commissioner Hugh Greechan and Deputy Commissioner Hernane De Almeida

3. [2024-473](#) **PH - Amend Ground Lease Agreement with White Plains Aviation Partners**

A RESOLUTION to set a Public Hearing on "A LOCAL LAW authorizing the County of Westchester to amend a ground lease agreement with White Plains Aviation Partners, LLC D/B/A Million Air White Plains for space at Westchester County Airport." [Public Hearing set for _____, 2024 at _____ .m.]. LOCAL LAW INTRO: 2024-475.

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

Guests: Law Dept.: County Attorney John Nonna, Assistant Chief Deputy County Attorney Justin Adin, and Senior Assistant County Attorney Shawna MacLeod; DPW&T: Commissioner Hugh Greechan, April Gasparri, Director of Aviation, and Brian Hegt, Assistant to the Commissioner; Planning Dept.: Assistant Commissioner David Kvinge

4. [2024-474](#) **ENV. RESO. - Amend Ground Lease Agreement with White Plains Aviation Partners**

AN ENVIRONMENTAL RESOLUTION determining that there will be no significant adverse impact on the environment from the proposed lease amendment.

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

Guests: Law Dept.: County Attorney John Nonna, Assistant Chief Deputy County Attorney Justin Adin, and Senior Assistant County Attorney Shawna MacLeod; DPW&T: Commissioner Hugh Greechan, April Gasparri, Director of Aviation, and Brian Hegt, Assistant to the Commissioner; Planning Dept.: Assistant Commissioner David Kvinge

5. [2024-475](#) **LL - Amend Ground Lease Agreement with White Plains Aviation Partners**

A LOCAL LAW authorizing the County of Westchester to amend a ground lease agreement with White Plains Aviation Partners, LLC D/B/A Million Air White Plains for space at Westchester County Airport.

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

Guests: Law Dept.: County Attorney John Nonna, Assistant Chief Deputy County Attorney Justin Adin, and Senior Assistant County Attorney Shawna MacLeod; DPW&T: Commissioner Hugh Greechan, April Gasparri, Director of Aviation, and Brian Hegt, Assistant to the Commissioner; Planning Dept.: Assistant Commissioner David Kvinge

6. [2024-476](#) **ACT - Settlement with White Plains Aviation Partners**

AN ACT authorizing the County Attorney to settle counterclaims in the federal action entitled White Plains Aviation Partners, LLC, d/b/a/ Million Air White Plains v. County of Westchester.

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

Guests: Law Dept.: County Attorney John Nonna, Assistant Chief Deputy County Attorney Justin Adin, and Senior Assistant County Attorney Shawna MacLeod; DPW&T: Commissioner Hugh Greechan, April Gasparri, Director of Aviation, and Brian Hegt, Assistant to the Commissioner; Planning Dept.: Assistant Commissioner David Kvinge

7. [2024-502](#) **CBA-A0134-HVAC Upgrades, Terminal Building**

AN ACT amending the 2024 County Capital Budget Appropriations for Capital Project A0134 HVAC UPGRADES, TERMINAL BUILDING.

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

Guests: Law Dept.: Assistant Chief Deputy County Attorney Justin Adin; DPW&T: Commissioner Hugh Greechan and Deputy Commissioner Hernane De Almeida

8. [2024-503](#) **BOND ACT-A0134-HVAC Upgrades, Terminal Building**

A BOND ACT authorizing the issuance of ONE MILLION, FOUR HUNDRED THOUSAND (\$1,400,000) DOLLARS in bonds of Westchester County to finance Capital Project A0134 - HVAC Upgrades, Terminal Building.

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

Guests: Law Dept.: Assistant Chief Deputy County Attorney Justin Adin; DPW&T: Commissioner Hugh Greechan and Deputy Commissioner Hernane De Almeida

9. [2024-533](#) **IMA-Easement to Install Water Main on New King Street-North Castle**

AN ACT authorizing the County of Westchester to enter into an inter-municipal agreement with the Town of North Castle and acquire an easement from the Town to allow the County to install and maintain a water main on New King Street to address per-and-polyfluoroalkyl substances found in the wells of certain privately owned properties.

COMMITTEE REFERRAL: COMMITTEE ON BUDGET & APPROPRIATIONS, PUBLIC WORKS & TRANSPORTATION AND HUMAN SERVICES

Guests: Law Department
David Vutera

Department of Public Works & Transportation
Commissioner Hugh Greechan,
Director of Aviation April Gasparri
Airport Manager Francisco Tejada
Assistant to the Commissioner Brian Hegt

II. OTHER BUSINESS

III. RECEIVE & FILE

ADJOURNMENT

TO: BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER

Your Committee recommends the adoption of “A Local Law amending Chapter 813 of the Laws of Westchester County relating to road construction.”

Your Committee is aware that Section 813.01 of the Laws of Westchester County (LWC) provide “for the protection, reconstruction, maintenance or restoration of any county road or portion thereon and for the protection of the traveling public.” In regards to road construction and maintenance, the Laws of Westchester County require that any “person, firm, corporation, improvement district or municipality” (or permittee) performing work on a County road or a portion thereof obtain a permit from the Commissioner of the Department of Public Works and Transportation. Generally, the permit requires that, when a contractor does excavation, the restoration or replacement of pavement must be slightly larger than the piece or section removed, but does not specifically require curb to curb replacement. Currently, Section 813.51(11) of the LWC provides that:

- The new replacement must be . . . at least two feet in all directions from the excavated area and must be at least ten feet long as measured along the longitudinal and transverse lines of the pavement;
- Where the replacement is less than ten feet from an expansion joint, the replacement shall be extended to the joint and/or construction joint;
- Where longitudinal trenches have been made in concrete pavements, the entire panel shall be replaced; and
- Thee permittee shall replace or restore satisfactorily to the Commissioner of Public Works and Transportation any pavement or other structure which may have been

damaged during the progress of the work for which the permit was issued, even though such pavement or structure was not proposed to be disturbed at the time of the granting of the permit.

Your Committee notes that the current law allows for spot repaving of small areas, by concrete slab or other type of pavement, but only requires curb-to-curb replacement when excavation covers a substantial part of the street and does not specify the time in which the restoration or replacement must occur. Several municipalities, however, have laws that require replacing pavement from curb to curb, when the excavation meets much smaller thresholds.

Your Committee is informed that the City of Yonkers requires the replacement of pavement from curb to curb if there are multiple patches and the area of disturbance or excavation exceeds 10 percent of the road. The Village of Bronxville requires the replacement of the entire street from curb to curb where there are multiple patches and the area of disturbance exceeds 20 percent of the street. Both the Village of Dobbs Ferry and the Village of Rye Brook require curb to curb replacement where a patch “is within 18 inches of the curb or pavement edge.” The Village of Croton on Hudson goes even further and requires full curb to curb replacement of any roadway that has been paved within the last three years.

Your Committee further notes that, similar to the aforementioned municipalities, the proposed amendments to Chapter 813 of the LWC would require curb to curb replacement of pavement depending on the size of the excavation. Expanding the circumstances under which curb to curb replacement of pavement is required would prevent spot repaving, which can be an eye sore to a neighborhood or area—especially on a street that has been recently repaved. Moreover, curb to curb replacement can prevent rutting and erosion from water seepage into surface cracks, is more aesthetically acceptable, and can be more cost effective over time. Additionally, incorporating a period

within which pavement restoration or replacement must occur, such as 60 days unless otherwise directed by the Commissioner, will ensure that the work is done in a timely manner.

Your Committee is further informed that the proposed amendments do 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 recommends adoption of this Local Law.

Dated: _____, 2024
White Plains, New York

COMMITTEE ON

jsw-9-17-24

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 Chapter 813 of the Laws of Westchester County relating to road construction specifications." 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 Chapter 813 of the Laws of Westchester County relating to road construction.

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

Section 1. Subsection 4 of Section 813.41 of the Laws of Westchester County is hereby amended as follows:

All permits issued shall contain among other things the following terms, agreements, covenants and conditions:

...

4. The work authorized by the permit shall be done to the complete satisfaction of the commissioner. In replacement of pavements, the standard County specifications therefor shall be followed as more particularly set forth in section 813.51 hereof. The permanent replacement of pavement shall be completed within sixty (60) days of the completion of work which requires the excavation of any county road or portion thereof, unless otherwise directed by the Commissioner.

Section 2. Subsection 11(a) of Section 813.51 of the Laws of Westchester County is hereby amended as follows:

11. At such times as directed by the commissioner, the permanent replacement of pavement shall be made under the supervision and inspection of the commissioner, as follows:
 - a. Concrete pavements. Pavement removal in areas of restoration shall be accomplished by saw cutting. Alternative methods may be used only with the expressed permission of the Commissioner. Pavement removal shall be done in such manner as to prevent cracking or damaging the abutting pavement.

The restoration of such pavement shall be made on a prepared subgrade with reinforced concrete ~~nine inches thick~~ of matching thickness of existing concrete, using trans-mixed, air-entrained concrete of either Class C or Class F composition an approved performance engineered mix (PEM) design from a New York State Department of Transportation approved concrete batching plant.

In any event, the new replacement must be set upon undisturbed subgrade for at least two feet in all directions from the excavated area and must be at least ten feet long as measured along either the longitudinal ~~and~~ or transverse lines of the pavement. Where the replacement is less than ten feet from an expansion or construction joint, the replacement shall be extended to the expansion joint and/or construction joint. The following general guidelines for pavement slab replacement shall apply:

- i. Where longitudinal trenches have been made in concrete pavements, the entire panel shall be replaced.
- ii. Where the replacement is within a prior replacement, the entire prior replacement shall be removed and replaced as determined by the Commissioner.
- iii. Where the replacement is within 18 inches or less of the curb or pavement edge, the replacement shall be extended to the curb or, where no curb exists, to the pavement edge.
- iv. Where the replacement exceeds 25 feet in length, the replacement shall be extended from curb to curb or, where no curb exists, from pavement edge to pavement edge in such a manner as required by the Commissioner.
- v. Where there are multiple replacements and the area of disturbance exceeds 10 percent of the total area of a road, then the entire road shall be replaced or resurfaced in a manner and with materials as determined by the Commissioner.

- ~~vi.~~ In removing portions of reinforced concrete, care shall be taken not to remove all the reinforcing material. New reinforcing shall be carefully tied and bonded to old reinforcing material when making restorations. Reinforcement shall be ~~three-eighths-inch bars, spaced 14 inches in each direction, or six-by-six, No. 6 reinforcing mesh. In lieu of steel reinforcement, an additional two inches of concrete may be substituted to attain an 11-inch overall thickness of restored pavement.~~ match existing type and spacing.
- ~~vii.~~ Approved premolded expansion joints shall be inserted where directed by the Commissioner, and all construction joints shall be ~~poured~~ filled with an acceptable asphaltic material.

~~Immediately after the finishing operations have been completed, the entire surface of the newly placed concrete shall be covered and cured in accordance with one of the following methods:~~

- ~~i. Impervious membrane or curing spray compound.~~
- ~~ii. Waterproof blankets.~~
- ~~iii. Polyethylene covers.~~
- ~~iv. Quilted covers.~~

~~and cured for a minimum period of four days.~~

~~On termination of the required curing period, the applicant shall complete the restoration of pavement by applying an anti-spalling compound to all exposed cement concrete areas which first shall be dried and swept or air-blasted free of all dirt and debris. Either a linseed antispalling compound or a silicone antispalling compound may be used for this purpose. The anti-spalling compound shall be applied in full compliance with departmental standards and specifications. All material requirements and construction procedures shall~~

conform to the NYSDOT standards and specifications in effect at the time the permit is issued.

Section 3. Effective Date. This Local Law shall take effect thirty (30) days after enactment.

jsw-9-17-2024



George Latimer
County Executive

John M. Nonna
County Attorney

September 10, 2024

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

Re: Proposed Local Law Regarding Lease Amendment and
Request for Authorization to Settle Counterclaims in *White
Plains Aviation Partners, LLC, d/b/a Million Air White Plains v.
County of Westchester*, No. 21 Civ. 5312 (VB)

Dear Honorable Members of the Board:

Attached for your consideration is (1) a proposed Local Law which, if approved by your Honorable Board, would authorize the County of Westchester ("County") to amend a ground lease agreement with White Plains Aviation Partners, LLC, d/b/a Million Air White Plains ("Million Air") at Westchester County Airport ("Airport"), in order to (among other things) add approximately 7,192 square feet to the Leased Premises, equating to approximately 35 automobile parking spaces; and (2) a proposed Act which, if enacted, would authorize the settlement of four of the County's five counterclaims in the pending litigation between the County and Million Air, as set forth below. The County's remaining counterclaim, along with all of Plaintiff's claims in the litigation, will be dismissed without prejudice subject to the terms of a written interim settlement agreement, as discussed further below.

On May 16, 2016, your Honorable Board adopted Local Law No. 3-2016, which authorized the County to terminate a prior lease with Million Air and enter into a new 30-year ground lease (the "Lease") that allowed Million Air to operate both a Light General Aviation ("LGA") facility and a Full Service Heavy Aircraft General Aviation Fixed Base Operation ("FBO") on approximately 22.4 acres ("Leased Premises") at the Airport. Pursuant to the terms of the Lease, Million Air subsequently constructed a new approximately 50,000 sq. ft. hangar and refurbished terminal building at Million Air's FBO.

Separately, in 2019, the County entered into a license agreement ("License") with Million Air, permitting Million Air to use approximately 7,192 square feet of undeveloped space adjacent to the Federal Aviation Administration tower ("Lot 2") solely for parking vehicles owned by Million Air, its employees, subtenants and service providers, for a term from March 1, 2019, through February 28, 2020. The License was not extended, but Million Air continued to use Lot 2.

On June 16, 2021, Million Air commenced an action in federal court, alleging that the County breached certain terms of the Lease. Boiled down, Million Air claimed, among other things, that the County unreasonably withheld approval for Million Air to construct a proposed approximately 78,000 square foot hangar for heavy general aviation on its Leased Premises. Million Air sought a Court order directing the County to approve construction of the proposed hangar, along with “millions of dollars in damages.”

When the County answered Million Air’s operative complaint in October 2022, it denied any allegation that the County unreasonably withheld approval to build the proposed hangar. In addition, the County asserted five counterclaims against Million Air: breach of contract (1) under Lease section 3.1 for keeping a T-Hangar (known as T-Hangar 25) out-of-service; (2) under Lease sections 5.3 and 9.6 for failing to maintain and repair T-hangar 25, and for failing to restore it to a serviceable condition; (3) under Lease sections 7.1 and 11.1 for using T-hangar 25 for non-aeronautical purposes; (4) under Lease sections 13.8 and 13.9 for failing to obtain the County’s prior written consent to sublease a lounge to Blade Urban Air Mobility, Inc.; and (5) under Lease Article 1 and the 2019 License, for Million Air’s failure to surrender Lot 2 following the License’s expiration.

During the course of the litigation, Million Air restored T-hangar 25 to service, which has been confirmed by the Airport Manager and the County’s Department of Public Works and Transportation. This T-hangar restoration resolves three of the County’s five counterclaims—Counterclaims One, Two, and Three—as each was premised on the T-hangar’s being inoperable. The proposed Act presented herewith, if adopted by the Board, would allow for the dismissal of each of these three Counterclaims with prejudice.

Additionally, the parties have negotiated a Lease Amendment which, as more fully discussed below, will, among other things, add Lot 2 to Million Air’s Leased Premises and will require Million Air to pay the County for its past use of the parking area. If the Lease Amendment is authorized by the Board pursuant to the Local Law enclosed herewith, then this will dispose of a fourth counterclaim of the County’s—Counterclaim Five.

As mentioned, the Lease Amendment will add Lot 2 to the Leased Premises. In consideration of this amendment, Million Air will pay the County \$77,083.25 for the past use of the parking area. In addition, the annual rent on the FBO will increase by \$15,678.56 commencing retroactively to February 1, 2024. The annual rent on the entire Leased Premises, inclusive of Lot 2, will be subject to increases as specified in the Lease. Million Air will remain responsible for the maintenance, repairs, snow and ice removal, and environmental compliance of Lot 2, to the extent that Million Air is responsible under the Lease for maintaining the balance of the Leased Premises.

Also as part of this Lease Amendment, Million Air will agree to maintain T-hangar 25 on the Leased Premises and T-hangar 25’s associated ramp for LGA use, and Million Air will also continue to provide no fewer than 39 tie-down spaces for 39 LGA aircraft. All remaining terms and conditions of the Lease will remain unchanged. The terms of the Lease Amendment will be in substantially the same form as the draft amendment attached to the proposed Local Law.

Accordingly, if the proposed Lease Amendment is approved, then the Act enclosed herewith, if adopted, would also permit the County to dismiss Counterclaim Five regarding the License with prejudice.

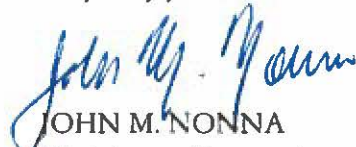
With respect to the remaining issues in the litigation, the parties have agreed that if the Lease Amendment is approved and executed, and the County's four Counterclaims are dismissed with prejudice, then the parties will dismiss all other claims and counterclaims currently pending in the litigation without prejudice, subject to the terms of a written interim settlement agreement between the parties, to allow for further discussions without the expenditure of litigation costs and expenses.

It is also important to note that the County withdrew a Short Form Environmental Assessment ("EA") under the National Environmental Policy Act ("NEPA"), 42 U.S.C. § 4321, *et seq.*, to the Federal Aviation Administration (the "FAA"), which covered both previously constructed facilities, and Million Air's proposed 78,000 sq. ft. hangar, and substituted a revised Standard EA covering the already constructed 50,000 sq. ft. hangar and terminal building. In the interim settlement agreement, Million Air acknowledges that this new EA will remain the operative EA before the FAA until a Finding of No Significant Impact FONSI is issued regarding the already constructed facilities.

The interim settlement also provides the County with an express reservation of rights concerning any and all objections the County may have regarding Million Air's request to construct a new approximately 78,000 hangar on the Leased Premises. Finally, the interim settlement agreement states explicitly that nothing shall obligate the County Board to act in a specific manner concerning Million Air's request to build the proposed hangar and/or regarding any proposed corresponding lease amendment that may come before the Board.

I recommend adoption of the enclosed Proposed Local Law and Act.

Very truly yours,

A handwritten signature in blue ink, appearing to read "John M. Nonna", is written over the typed name.

JOHN M. NONNA
Westchester County Attorney

JMN/scm

BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER

Your Committee is in receipt of a communication from the County Attorney transmitting a proposed Local Law that would authorize the County of Westchester (“County”) to amend a ground lease agreement with White Plains Aviation Partners, LLC D/B/A Million Air White Plains (“Million Air”) for approximately 22.4 acres (“Leased Premises”) at Westchester County Airport (“Airport”), in order to add approximately 7,192 square feet to the Leased Premises, equating to approximately 35 automobile parking spaces.

On May 16, 2016, your Honorable Board adopted Local Law No. 3-2016 that authorized the County to terminate a prior lease with Million Air and enter into a new 30-year ground lease (the “Lease”) that allowed Million Air to operate both a Light General Aviation (“LGA”) facility and a Full Service Heavy Aircraft General Aviation Fixed Base Operation (“FBO”) on the Premises. Pursuant to the terms of the Lease, Million Air subsequently constructed a new FBO hangar and a terminal building.

Your Committee has been advised that the Lease provides that on that portion of the Premises utilized for LGA purposes, Million Air pays the County a percentage of gross revenue generated there, with the percentage increasing every five years of the lease term. On the FBO portion, the initial rental is at the rate of \$1.00 per square foot over an area of six (6) acres for a total of \$261,360.00 yearly, payable in equal monthly installments. Commencing in the forty-third (43rd) month after the commencement date, the annual rent in connection with the FBO will increase to the rate of \$1.85 per square foot over an area of nine (9) acres for a total of \$725,274.00 yearly. The Lease provides for

annual rent increases thereafter. Million Air is responsible for all utility costs, heating oil, water and real estate taxes.

Your Committee has been advised that, in addition to the Lease, the County entered into a license agreement with Million Air permitting it to use approximately 7,192 square feet of undeveloped space adjacent to the Federal Aviation Administration tower ("Lot 2") solely for parking vehicles owned by Million Air, its employees, subtenants and service providers, for a term from March 1, 2019 through February 28, 2020. The license agreement was not extended but Million Air continued using Lot 2.

The County now requests the authority of your Honorable Board to amend the Lease in order to add Lot 2 to the Leased Premises. In consideration of this amendment, Million Air will pay the County \$77,083.25 for the past use of the parking area. In addition, the annual rent on the FBO will increase by \$15,678.56 commencing retroactively to February 1, 2024. The annual rent on the entire Leased Premises, inclusive of Lot 2, will be subject to increases as specified in the Lease. Million Air will remain responsible for the maintenance, repairs, snow and ice removal, and environmental compliance of Lot 2, to the extent that it is responsible under the Lease for maintaining the balance of the Leased Premises. As part of this lease amendment, Million Air will also agree to maintain the T-hangar on the Leased Premises (identified as T-25) and its associated ramp for LGA use, and continue to provide no fewer than 39 tie-down spaces for 39 LGA aircraft. All remaining terms and conditions of the Lease will remain unchanged. The terms of the lease amendment will be in substantially the same form as the draft amendment attached to the proposed Local Law.

The Department of Planning has advised that based on their review, this is an Unlisted Action, pursuant to Part 617 of the New York State Environmental Quality Review Act ("SEQRA"). A Resolution and Environmental Assessment Form ("EAF") are attached to assist your Honorable Board in complying with SEQRA. Your Committee has carefully considered the EAF and the applicable SEQRA regulations. For the reasons set forth in the attached EAF, your Committee believes that this proposed action will not have any significant adverse impact on the environment and accordingly recommends passage of the annexed Resolution prior to enacting the Local Law authorizing the County to amend the lease.

Your Committee has been advised that an affirmative vote of two-thirds of all members of your Honorable Board is required to adopt the annexed Local Law. Your Committee has carefully considered the legislation and urges your Honorable Board to adopt the annexed Local Law authorizing an amendment to the Lease.

Dated: , 2024

White Plains, New York

COMMITTEE ON

c:dlv 7-15-2024

FISCAL IMPACT STATEMENT

SUBJECT: WP Aviation Partners Amended Lease ☐ 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 \$ 19,598

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

☐ Additional Appropriations

☐ Other (explain)

Identify Accounts: 161-44-4110-9096

Potential Related Operating Budget Expenses:

Annual Amount

Describe:

Potential Related Operating Budget Revenues:

Annual Amount \$19,598 (2024)

Describe: A Local Law authorizing the County of Westchester to amend a ground lease

agreement with White Plains Aviation Partners, LLC D/B/A Million Air White Plains

for an increase in rent for space at Westchester County Airport.

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

Current Year:

Next Four Years: 2025 - 2028 \$31,257 per year; 2029 \$26,130

\$15,679, thereafter

Prepared by: Debra Ogden

Title: Sr. Budget Analyst

Department: Budget

Date: July 15, 2024

Reviewed By: 

Budget Director

Date: 7/15/24

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 amend a ground lease agreement with White Plains Aviation Partners, LLC D/B/A Million Air White Plains for space at Westchester County Airport". 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.

RESOLUTION NO. - 2024

WHEREAS, there is pending before this Honorable Board a Local Law to authorize the County of Westchester to amend a ground lease agreement with White Plains Aviation Partners, LLC D/B/A Million Air White Plains for space at Westchester County Airport; and

WHEREAS, this Honorable Board has determined that the proposed lease amendment would constitute an action under Article 8 of the Environmental Conservation Law, known as the New York State Environmental Quality Review Act ("SEQRA"); and

WHEREAS, pursuant to SEQRA and its implementing regulations (6 NYCRR Part 617), this project is classified as an "Unlisted action," 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 of Westchester is the only involved agency with discretionary authority for this action and, therefore, 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 Short Environmental Assessment Form 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 Short Environmental Assessment Form 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 Short Environmental Assessment Form, to determine if this proposed action will have a significant impact on 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 Short Environmental Assessment Form and for the reasons set forth therein, this Board finds that there will be no significant adverse impact on the environment from the proposed action and be it further

RESOLVED, that the Clerk of the Board of Legislators is authorized and directed to sign the "Determination of Significance" in the Short Environmental Assessment Form, which is attached hereto and made a part hereof, as the "Responsible Officer in Lead Agency"; to issue this "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.

Short Environmental Assessment Form

Part 1 - Project Information

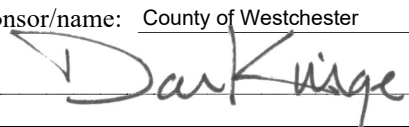
Instructions for Completing


Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. 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.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information			
Name of Action or Project: Million Air Lease Amendment - Lot 2			
Project Location (describe, and attach a location map): 136 Tower Road, Hangar M, White Plains, NY 10604 (Town of Harrison, Westchester County)			
Brief Description of Proposed Action: Amendment of a 30-year ground lease agreement with White Plains Aviation Partners, LLC D/B/A Million Air White Plains (Million Air) for approximately 22.4 acres at Westchester County Airport in order to add approximately 7,192 square feet to its leased premises to accommodate a vehicle parking lot of approximately 35 automobile parking spaces. Million Air was given a license to use this space, which was originally a grass field, for vehicular parking for one year beginning in March 2019 to assist with parking needs during construction of additional improvements. However, Million Air continued to use the space for parking. As a condition of the amendment, Million Air has removed approximately 3,200 square feet of the existing pavement associated with this parking lot, a third of which is within the existing Million Air leasehold, and replaced it with porous pavement. This work was completed to the satisfaction of the County on May 7, 2024. In addition to paying additional rent for this space under the amended agreement, Million Air will also agree to maintain the T-hangar on its leased premises (known as T-25) and its associated ramp for light general aviation use and will continue to provide no fewer than 39 tie-down spaces for light general aviation aircraft. All remaining terms and conditions of the lease will remain unchanged.			
Name of Applicant or Sponsor: County of Westchester		Telephone: 914-995-4400 E-Mail: dsk2@westchestercountyny.gov	
Address: 148 Martine Avenue			
City/PO: White Plains		State: NY	Zip Code: 10601
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.		NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:		NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
3. a. Total acreage of the site of the proposed action?		22.4 acres	
b. Total acreage to be physically disturbed?		+/-0.1 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		698 acres	
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input checked="" type="checkbox"/> Other(Specify): Airport			
<input type="checkbox"/> Parkland			


5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? Name: Airport 60 Ldn Noise Contour, Reason: Exceptional or unique character, Agency: Westchester County, If Yes, identify: Date: 1-31-90	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
b. Are public transportation services available at or near the site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: N/A - The ground lease amendment does not involve any building improvements, other than to maintain an existing T-hangar. The existing terminal/office space associated with this Fixed Base Operator is compliant with the state energy code.	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ The existing facility is already connected to a public water supply. The amendment provisions do not involve additional water consumption.	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ The existing facility is already connected to the county sewer system. The amendment provisions do not involve additional sewage generation.	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
12. a. 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?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
b. 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 type="checkbox"/>	<input checked="" type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____			

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, <div style="margin-left: 20px;"> a. Will storm water discharges flow to adjacent properties? b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? </div> If Yes, briefly describe:	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
The lot is currently paved. The northern half was converted to porous pavement, which will also receive runoff from the remaining paved surfaces and promote infiltration of stormwater runoff. A perforated underdrain pipe and an inlet were installed within the pervious pavement. An outlet structure will be added that will connect to an existing stormwater sewer system serving the area.		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Westchester County Airport is in the NYS Brownfield Cleanup Program (C360174) for various contaminants, including PFAS, which is the primary contaminant of concern at the Airport. Remediation is ongoing.		
<p>I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</p> <p>Applicant/sponsor/name: <u>County of Westchester</u> Date: <u>October 1, 2024</u></p> <p>Signature: <u></u> Title: <u>Assistant Commissioner of Planning</u></p>		



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

Part 1 / Question 7 [Critical Environmental Area]	Yes
Part 1 / Question 7 [Critical Environmental Area - Identify]	Name:Airport 60 Ldn Noise Contour, Reason:Exceptional or unique character, Agency:Westchester County, Date:1-31-90
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	No
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	Yes

Project: Million Air Lease - Lot 2

Date: October 2024

Short Environmental Assessment Form

Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept “Have my responses been reasonable considering the scale and context of the proposed action?”

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Short Environmental Assessment Form **Part 3 Determination of Significance**

For every question in Part 2 that was answered “moderate to large impact may occur”, or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

There will be no significant adverse environmental impact from the proposed action since the the provisions of the ground lease amendment will serve to reduce impacts associated with existing development.

The parking lot reconstruction requirements included in the amendment have been implemented to the satisfaction of the County and will reduce stormwater runoff from impervious surfaces that were added without stormwater management. The porous pavement will infiltrate runoff to meet the runoff reduction requirements of the New York State Stormwater Management Design Manual. Excess stormwater discharge that may occur due to extreme weather conditions will be directed to an existing conveyance system that already serves this area and discharges to Basin A at the Airport.

The T-hangar, tie-down and ramp requirements will ensure that a specific portion of the fixed base operation continues to serve light general aviation, whose operation and aircraft size need tie-down and t-hangar facilities. Preservation of the light general aviation footprint helps to minimize community impacts associated with aircraft operations and sustains the community's interest in these activities.

As the ground lease amendment does not provide for additional development or changes in use, there will be no additional impacts.

- ☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
- ☒ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

County of Westchester

Name of Lead Agency

Malika Vanderberg

Print or Type Name of Responsible Officer in Lead Agency

Signature of Responsible Officer in Lead Agency

Date

Clerk of the Board of Legislators

Title of Responsible Officer

Signature of Preparer (if different from Responsible Officer)

LOCAL LAW NO. - 2024

A LOCAL LAW authorizing the County of Westchester to amend a ground lease agreement with White Plains Aviation Partners, LLC D/B/A Million Air White Plains for space at Westchester County Airport.

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

Section 1. The County of Westchester ("County") is hereby authorized to amend its lease agreement with White Plains Aviation Partners, LLC D/B/A Million Air White Plains ("Million Air") for the operation of both a Light General Aviation ("LGA") facility and a Full Service Heavy Aircraft General Aviation Fixed Base Operation ("FBO") on approximately 22.4 acres at Westchester County Airport for a term of 30 years ("Lease"), in order to add approximately 7,192 square feet to the Leased Premises, equating to approximately 35 automobile parking spaces.

Section 2. In consideration of this amendment, Million Air shall pay the County \$77,083.25 for the past use of the parking area. In addition, the annual rent on the FBO shall increase by \$15,678.56 commencing retroactively to February 1, 2024. The annual rent on the entire Leased Premises, inclusive of Lot 2, shall be subject to increases as specified in the Lease. Million Air shall remain responsible for the maintenance, repairs, snow and ice removal, and environmental compliance of Lot 2, to the extent that it is responsible under the Lease for maintaining the balance of the Leased Premises. As part of this lease amendment, Million Air shall also agree to maintain the T-hangar on the Leased Premises (identified as T-25) and its associated ramp for LGA use, and continue to provide no fewer than 39 tie-down spaces for 39 LGA aircraft.

SCHEDULE "A"

LEASE AMENDMENT

FIRST AMENDMENT

TO

LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (this "**Agreement**") made as of this ____ day of _____, 202__ (the "**Effective Date**"), between

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having its principal office at the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601 ("**Landlord**")

and

WHITE PLAINS AVIATION PARTNERS, LLC D/B/A MILLION AIR WHITE PLAINS, a Delaware limited liability company, authorized to do business in New York, having an office and place of business at c/o Million Air HQ, 7555 Ipswich Road, Houston, Texas 77061 ("**Tenant**").

WITNESSETH:

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement, dated as of June 1, 2016 (the "**Lease**") wherein Landlord leased to Tenant and Tenant leased from Landlord, the Premises (as such term is defined and described under the Lease);

WHEREAS, the parties also entered into a license agreement dated August 16, 2019 ("License Agreement"), permitting Tenant to use approximately 7,192 square feet of undeveloped space adjacent to the Federal Aviation Administration tower ("Licensed Premises") solely for parking vehicles owned by Tenant, its employees, subtenants and service providers, for a term from March 1, 2019 through February 28, 2020, which term was not extended; and

WHEREAS, Landlord and Tenant desire to modify the Lease to incorporate the formerly Licensed Premises into the Leased Premises.

NOW, THEREFORE, in consideration of the premises and the mutual agreements hereinafter set forth, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree that as of the Effective Date the Lease is amended and modified as follows:

1. **Recitals; Definitions.** The recitals and whereas clauses are incorporated herein by this reference. All capitalized words, terms and phrases used herein shall have the meanings ascribed to them in the Lease unless otherwise herein defined or modified. For purposes of clarification, when this Agreement refers to a numbered "section" of the Lease, it shall be referring to such numbered "section," "article" or "paragraph," as the case may be, of the Lease. The capitalized

terms "Tenant" and "Lessee" may be used interchangeably under this Agreement and/or the Lease. The capitalized terms "Landlord" and "County" may be used interchangeably under this Agreement and/or the Lease.

2. **Modifications to Section 1.1 of the Lease.**

a. As used in the Lease and this Amendment, as the context requires, the term "Leased Premises" or "Premises" as defined under the Lease means the "Leased Premises" or "Premises" defined under the Lease, and shall include the land previously licensed to Tenant pursuant to the License Agreement.

b. Schedule A attached to the Lease is deleted and replaced with **Schedule A-1**, attached hereto and made a part hereof (the "**Amended Lease Land**") so that the "Land" leased under the Lease shall be the Amended Lease Land. Accordingly, Section 1.2 of the Lease is modified to reflect that the total Leased Premises shall now be the Amended Lease Land and shall also include an additional approximately 7,192 square feet, to accommodate a vehicle parking lot of approximately 35 vehicle parking spaces ("Lot 2").

c. Tenant shall pay to the Landlord the following rates and charges for the past use of Lot 2 beginning March 1, 2019, the start date of the original license agreement, through January 31, 2024: a total amount of \$77,083.25. This total amount will be paid in 59 monthly installments of \$1,306.50.

3. **Increase in Rent.** Based on the inclusion of Lot 2 in the Leased Premises, and pursuant to Section 4.2 of the Lease, the annual rent on the Fixed Base Operation shall increase by \$15,678.56 commencing February 1, 2024. The annual rent on the entire Leased Premises, inclusive of Lot 2, shall be subject to increases as specified in Section 4.2 of the Lease.

4. **Maintenance and Repairs.**

Landlord is conceding Lot 2 of Tenant's Leased Premises in operable condition. It is paved, has surface markings and is lit. Tenant shall be wholly responsible for the maintenance, repairs, snow and ice removal, and environmental compliance of Lot 2, to the extent that Tenant is responsible under the Lease for maintaining the balance of the Leased Premises.

No later than close of business on March 12, 2024, Tenant will provide Landlord with its schedule to complete the required stormwater mitigation items addressed in Commissioner of DPW/T's letter dated August 1, 2022.

5. **T-Hangar and Tie Downs.** Subject to Sections 5.5 and 6.14 of the Lease, Tenant shall maintain the T-hangar on the Leased Premises (identified as T-25) and its associated ramp for light general aviation use. Tenant shall also continue to provide no fewer than 39 tie-down spaces for 39 light general aviation aircraft.

6. **Leasehold Mortgagee.** Pursuant to Section 22.3(A) of the Lease, the effectiveness of this Agreement shall be subject to and, conditioned on, Tenant's Leasehold Mortgagee consenting in writing to the amendment and modification of the Lease as set forth in this Agreement.

7. **Memorandum of Lease.** Upon request of either Landlord or Tenant, Landlord and Tenant shall execute and deliver to each other a memorandum of lease or an amendment of memorandum of lease, in recordable form, to reflect that the Lease has been amended by this Agreement. Tenant shall pay the cost and expense of recording any such memorandum of lease.

8. **Miscellaneous.** Other than as expressly amended or modified by this Agreement, the Lease and its terms shall continue in full force and effect. In the event of any conflict between the terms of this Agreement and the terms of the Lease, the terms of this Agreement shall govern and prevail. The provisions of this Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, legal representatives, successors and permitted assigns. This Agreement may be executed in one or more counterparts and each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. No further changes to the Lease or this Agreement may be made except by a written agreement signed by Landlord and Tenant. Tenant has full power and authority to enter into and perform its obligations under this Agreement and, the person signing below on behalf of Tenant, has full power and authority to sign this Agreement on behalf of Tenant and bind Tenant to the terms and conditions of this Agreement. This Agreement has been duly authorized, executed and delivered by Tenant and is a legal, valid and binding obligation of Tenant enforceable against Tenant in accordance with its terms. No consent, approval, permit, authorization, registration or filing with any court, administrative agency, commission or other governmental authority or any other person, entity or body is required to be obtained in connection with Tenant's execution, delivery and performance of this Agreement. Landlord has full power and authority to enter into and perform its obligations under this Agreement and, the person signing below on behalf of Landlord, has full power and authority to sign this Agreement on behalf of Landlord and bind Landlord to the terms and conditions of this Agreement. This Agreement has been duly authorized, executed and delivered by Landlord and is a legal, valid and binding obligation of Landlord enforceable against Landlord in accordance with its terms. No consent, approval, permit, authorization, registration or filing with any court, administrative agency, commission or other governmental authority or any other person, entity or body is required to be obtained in connection with Landlord's execution, delivery and performance of this Agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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

LANDLORD:

The County of Westchester

By: _____
Name: Hugh J. Greechan, Jr., P.E.
Title: Commissioner of Public Works
and Transportation

TENANT:

White Plains Aviation Partners, LLC d/b/a Million
Air White Plains

By:  _____
Name: Roger Woolsey
Title: CEO of REW Investments, Inc., its Managing Member

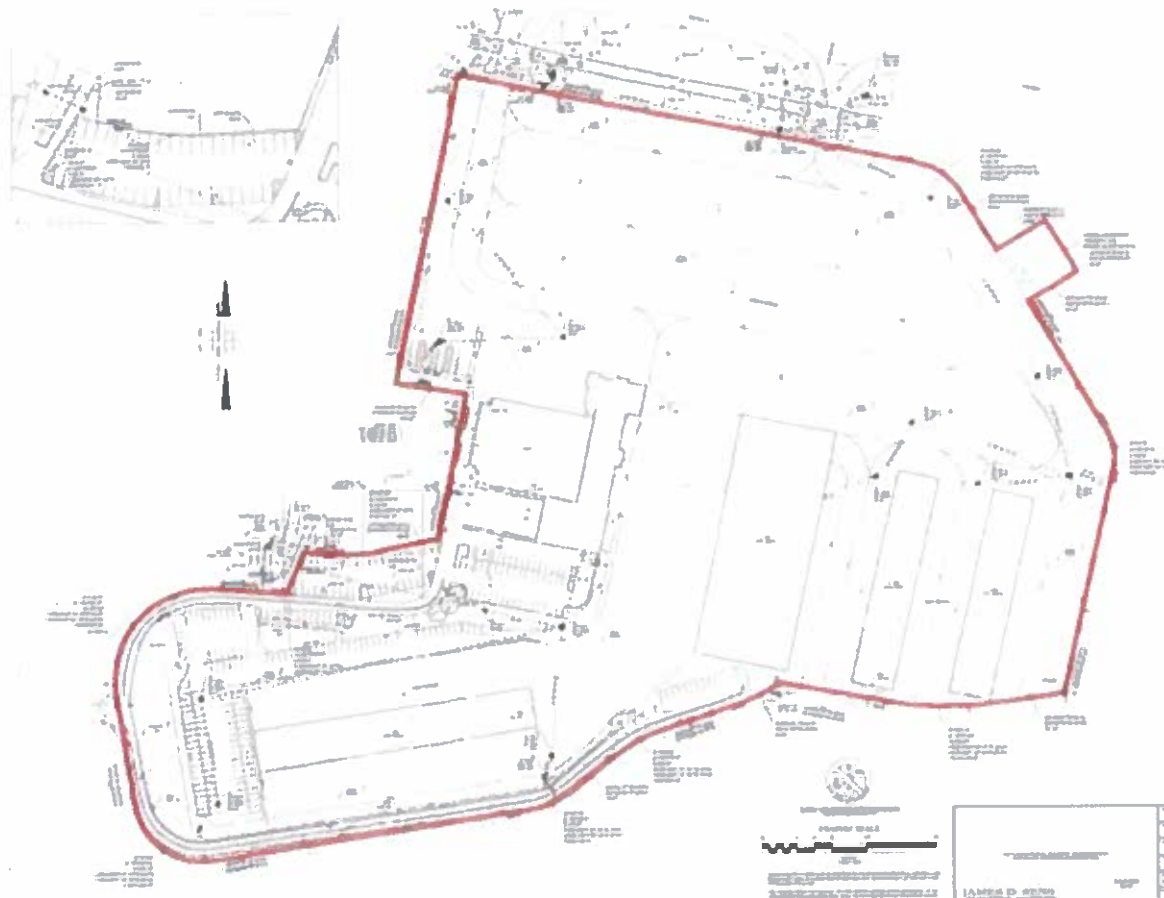
Authorized by the Board of Legislators of the County of Westchester pursuant to Local Law
Intro No. _____ on the _____ day of _____, 202__.

Authorized by the Board of Acquisition and Contract of the County of Westchester on the _____
day of _____, 202__.

Approved:

Associate County Attorney
The County of Westchester 4-30-2024

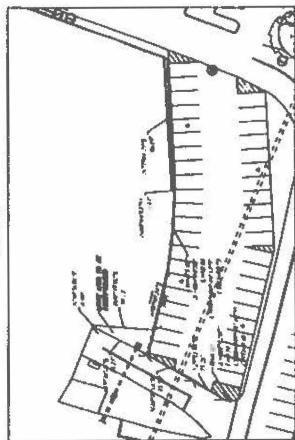
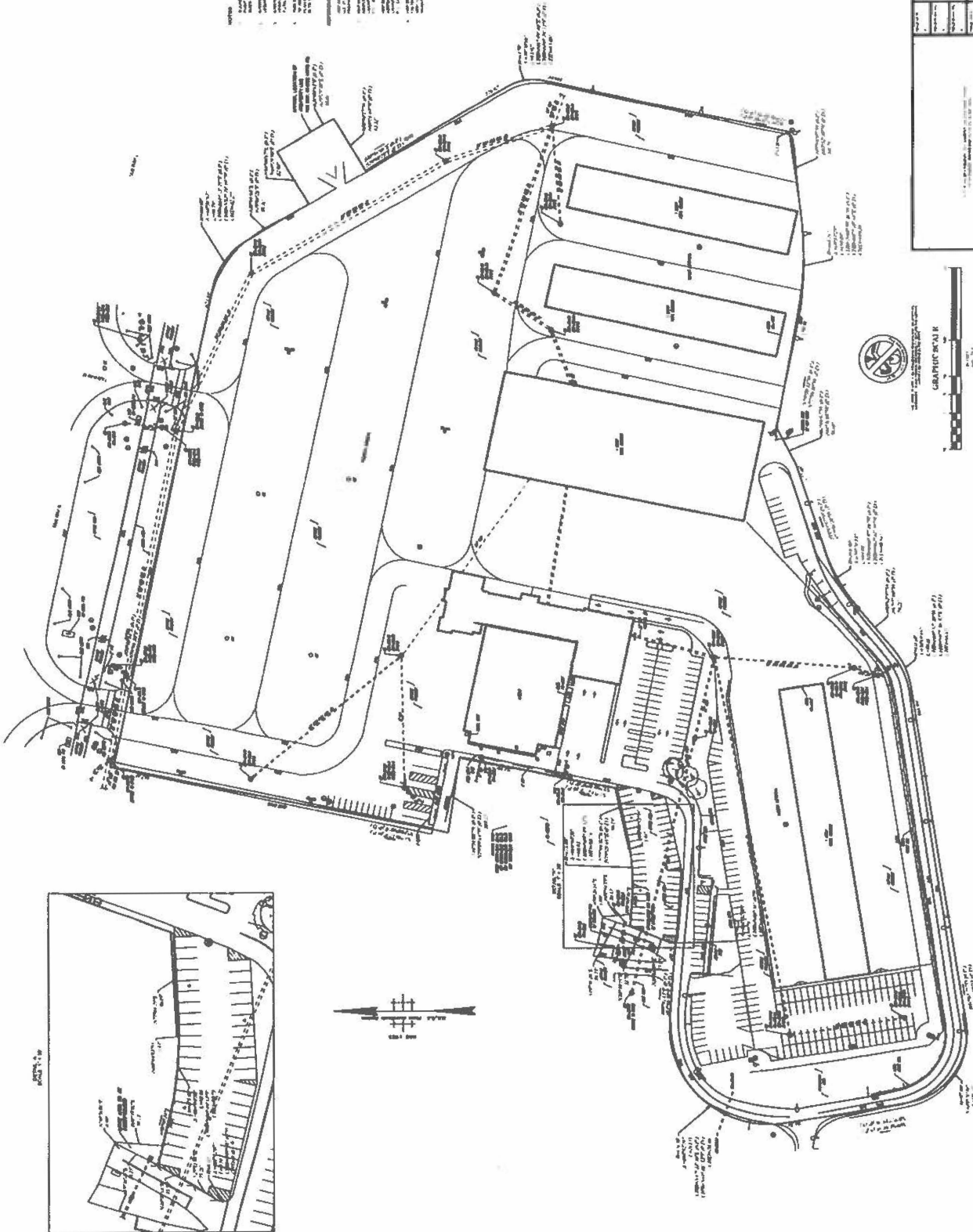
SCHEDULE A-1
PROPERTY DESCRIPTION





NOTES:

1. ALL DISTANCES ARE IN FEET.
2. ALL DIMENSIONS ARE IN FEET.
3. ALL ANGLES ARE IN DEGREES.
4. ALL CURVES ARE IN FEET.
5. ALL GRADES ARE IN PERCENT.
6. ALL ELEVATIONS ARE IN FEET.
7. ALL SLOPES ARE IN PERCENT.
8. ALL RADIUS ARE IN FEET.
9. ALL CHORDS ARE IN FEET.
10. ALL TANGENTS ARE IN FEET.
11. ALL OFFSETS ARE IN FEET.
12. ALL CLEARANCES ARE IN FEET.
13. ALL SPACING ARE IN FEET.
14. ALL WIDTHS ARE IN FEET.
15. ALL DEPTHS ARE IN FEET.
16. ALL VOLUMES ARE IN CUBIC FEET.
17. ALL WEIGHTS ARE IN POUNDS.
18. ALL PRESSURES ARE IN POUNDS PER SQUARE INCH.
19. ALL TEMPERATURES ARE IN DEGREES FAHRENHEIT.
20. ALL TIMES ARE IN HOURS.
21. ALL SPEEDS ARE IN MILES PER HOUR.
22. ALL FUEL CONSUMPTIONS ARE IN GALLONS PER HOUR.
23. ALL EFFICIENCIES ARE IN PERCENT.
24. ALL LOSSES ARE IN PERCENT.
25. ALL GAINS ARE IN PERCENT.
26. ALL RATES ARE IN PERCENT PER HOUR.
27. ALL PERCENTAGES ARE IN PERCENT.
28. ALL RATIOS ARE IN PERCENT.
29. ALL PROPORTIONS ARE IN PERCENT.
30. ALL UNITS ARE IN THE SI SYSTEM.



GRAPHIC SCALE



1. ALL DISTANCES ARE IN FEET.

LEAKS AREA SURVEY WESTCHESTER COUNTY AIRPORT CONTOUR POINT MISSISSIPPI	
DATE: _____ DRAWN BY: _____ CHECKED BY: _____ APPROVED BY: _____	SCALE: _____ SHEET NO. _____ TOTAL SHEETS: _____
JAMES D. SENS PROJECT MANAGER	

BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER

Your Committee is in receipt of a proposed Act which, if enacted by your Honorable Board, would authorize the settlement of four of the County's five counterclaims in the pending litigation between the County and White Plains Aviation Partners, LLC, d/b/a Million Air White Plains ("Million Air"), as set forth below. The County's remaining counterclaim, along with all of Plaintiff's claims in the litigation, will be dismissed without prejudice subject to the terms of a written interim settlement agreement, as discussed further below.

Your Committee recalls that, on May 16, 2016, the County Board adopted Local Law No. 3-2016, which authorized the County to terminate a prior lease with Million Air and enter into a new 30-year ground lease (the "Lease") that allowed Million Air to operate both a Light General Aviation ("LGA") facility and a Full Service Heavy Aircraft General Aviation Fixed Base Operation ("FBO") on approximately 22.4 acres ("Leased Premises") at the Airport. Pursuant to the terms of the Lease, Million Air subsequently constructed an approximately 50,000 sq. ft. hangar and refurbished terminal building at Million Air's FBO.

Your Committee has been informed that separately, in 2019, the County entered into a license agreement ("License") with Million Air, permitting Million Air to use approximately 7,192 square feet of undeveloped space adjacent to the Federal Aviation Administration tower ("Lot 2") solely for parking vehicles owned by Million Air, its employees, subtenants and service providers, for a term from March 1, 2019, through February 28, 2020. The License was not extended, but Million Air continued to use Lot 2.

Your Committee is aware that on June 16, 2021, Million Air commenced an action in federal court, alleging that the County breached certain terms of the Lease. Boiled down, Million Air claimed, among other things, that the County unreasonably withheld approval for Million Air to construct a proposed approximately 80,000 square foot hangar for heavy general aviation on its Leased Premises. Million Air sought a Court order directing the County to approve construction of the proposed hangar, along with “millions of dollars in damages.”

Your Committee is also aware that when the County answered Million Air’s operative complaint in October 2022, it denied any allegation that the County unreasonably withheld approval to build the proposed hangar. In addition, the County asserted five counterclaims against Million Air: breach of contract (1) under Lease section 3.1 for keeping a T-Hangar (known as T-Hangar 25) out-of-service; (2) under Lease sections 5.3 and 9.6 for failing to maintain and repair T-hangar 25, and for failing to restore it to a serviceable condition; (3) under Lease sections 7.1 and 11.1 for using T-hangar 25 for non-aeronautical purposes; (4) under Lease sections 13.8 and 13.9 for failing to obtain the County’s prior written consent to sublease a lounge to Blade Urban Air Mobility, Inc.; and (5) under Lease Article 1 and the 2019 License, for Million Air’s failure to surrender Lot 2 following the License’s expiration.

Your Committee is informed that, during the course of the litigation, Million Air restored T-Hangar 25 to service, as confirmed by the Airport Manager and the County’s Department of Public Works and Transportation. This T-hangar restoration resolves three of the County’s five counterclaims—Counterclaims One, Two, and Three—as each was premised on the T-hangar’s being inoperable. The proposed Act presented herewith, if adopted by the Board, would allow for the dismissal of each of these three Counterclaims with prejudice.

Your Committee is also informed that the parties have negotiated a Lease Amendment which, as more fully discussed below and in the Committee Report for Local Law Intro. No. ____, will, among other things, add Lot 2 to Million Air's Leased Premises and will require Million Air to pay the County for its past use of the parking area. If the Lease Amendment is authorized by the Board pursuant to Local Law Intro. No. ____, then this will dispose of a fourth counterclaim of the County's—Counterclaim Five.

Your Committee acknowledges that the Lease Amendment will add Lot 2 to the Leased Premises. In consideration of this amendment, Million Air will pay the County \$77,083.25 for the past use of the parking area. In addition, the annual rent on the FBO will increase by \$15,678.56 commencing retroactively to February 1, 2024. The annual rent on the entire Leased Premises, inclusive of Lot 2, will be subject to increases as specified in the Lease. Million Air will remain responsible for the maintenance, repairs, snow and ice removal, and environmental compliance of Lot 2, to the extent that Million Air is responsible under the Lease for maintaining the balance of the Leased Premises.

Your Committee recognizes that, also as part of this Lease Amendment, Million Air will agree to maintain T-hangar 25 on the Leased Premises and T-hangar 25's associated ramp for LGA use, and Million Air will also continue to provide no fewer than 39 tie-down spaces for 39 LGA aircraft. All remaining terms and conditions of the Lease will remain unchanged. The terms of the Lease Amendment will be in substantially the same form as the draft amendment attached to the proposed Local Law.

Your Committee therefore understands that if the proposed Lease Amendment is approved through Local Law Intro. No. ____, then the Act enclosed herewith, if adopted, would also permit the County to dismiss Counterclaim Five regarding the License with prejudice.

The County Attorney has also advised your Committee that, with respect to the remaining issues in the litigation, the parties have agreed that if the Lease Amendment is approved and executed, and the County's four Counterclaims are dismissed with prejudice, then the parties will dismiss all other claims and counterclaims currently pending in the litigation without prejudice, subject to the terms of a written interim settlement agreement between the parties, to allow for further discussions without the expenditure of litigation costs and expenses.

Your Committee is also aware that the County withdrew a Short Form Environmental Assessment ("EA") under the National Environmental Policy Act ("NEPA"), 42 U.S.C. § 4321, *et seq.*, to the Federal Aviation Administration (the "FAA"), which covered both previously constructed facilities, and Million Air's proposed 78,000 sq. ft. hangar, and substituted a revised Standard EA covering the already constructed 50,000 sq. ft. hangar and terminal building. In the interim settlement agreement, Million Air acknowledges that this new EA will remain the operative EA before the FAA until a Finding of No Significant Impact ("FONSI") is issued regarding the already constructed facilities.

Your Committee has also been informed that the interim settlement provides the County with an express reservation of rights concerning any and all objections the County may have regarding Million Air's request to construct a new approximately 78,000 hangar on the Leased Premises. Finally, the interim settlement agreement states explicitly that nothing shall obligate the County Board to act

in a specific manner concerning Million Air's request to build the proposed hangar and/or regarding any proposed corresponding lease amendment that may come before the Board.

The County Attorney has recommended approval of the settlement of four of the County's Counterclaims. Your Committee concurs with this recommendation and recommends that this Honorable Board adopt the proposed Act.

[illegible]

COMMITTEE ON

2024-07-15 - SCM

AN ACT authorizing the County Attorney to settle counterclaims in the federal action entitled *White Plains Aviation Partners, LLC, d/b/a Million Air White Plains v. County of Westchester*, pending in the United States District Court for the Southern District of New York, No. 21 Civ. 5312 (VB).

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

Section 1. Upon enactment of Local Law Intro. No. ____-2024, the County Attorney is hereby authorized to agree to a dismissal with prejudice of Counterclaims One, Two, Three, and Five in the federal action entitled *White Plains Aviation Partners, LLC, d/b/a Million Air White Plains v. County of Westchester*, pending in the United States District Court for the Southern District of New York, No. 21 Civ. 5312 (VB), which relate to the County's claims that White Plains Aviation Partners, LLC, breached its lease with the County by not properly using and maintaining a T-Hangar for light general aviation known as T-Hangar 25, and by using certain parking spaces without authorization.

Section 2. The County Attorney or his designee is hereby authorized to execute and deliver all documents and take such actions as the County Attorney deems necessary or desirable to accomplish the purposes hereof.

Section 3. This Act shall take effect immediately.



George Latimer
County Executive

September 6, 2024

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

Dear Members of the Board of Legislators:

Transmitted herewith for your review and approval is an Act which, if adopted, would authorize the County of Westchester ("County") to amend its current year Capital Budget ("Capital Budget Amendment"), as well as adopt a related bond act (the "Bond Act") to finance the following capital project:

A0134 – HVAC Upgrades, Terminal Building ("A0134").

The Capital Budget Amendment, in the amount of \$1,400,000, is requested to fund an increase in costs associated with this project. Since its inception, various costs associated with construction and procurement for this project have increased. Factors such as inflation, supply chain disruptions, and market demand have all had a significant impact on this project's budget.

The Bond Act, in the amount of \$1,750,000, would finance additional construction funding associated with the replacement of HVAC components in the Airport Terminal Building that have exceeded their useful life. The new components will be energy-efficient and will service the same area as the old components.

The Department of Public Works and Transportation has advised that design services are completed. Following bonding authorization, construction will be scheduled and is anticipated to take four (4) months to complete and will begin after award and execution of the construction contracts.

It should be noted that your Honorable Board has previously authorized the County to issue bonds for A0134 as provided in the attached fact sheet.

As your Honorable Board may know, Section 167.131 of the County Charter mandates that a capital budget amendment that introduces a new capital project or changes the location, size or character of an existing capital project be accompanied to the Board of Legislators by a report of the Westchester County Planning Board (the "Planning Board") with respect to the physical planning aspects of the project. The Planning Department has advised that the Planning Board has previously reviewed A0134 and issued a report, and that since there is no change in the scope of the work and this is simply a change in the financing plan, no further action by the Planning Board is necessary at this time.

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

Telephone: (914) 995-2900 E-mail: ceo@westchestergov.com

Based on the importance of this project to the County, favorable action on the proposed Capital Budget Amendment and related Bond Act is most respectfully requested.

Sincerely,

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

George Latimer
Westchester County Executive

GL/HJG/jpg/nn

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

Your Committee is in receipt of a transmission from the County Executive recommending approval by the County of Westchester (“County”) of an act amending the County’s current-year capital budget (“Capital Budget Amendment”), as well as adoption of a related bond act (the “Bond Act”) which, if approved, will authorize the County to issue \$1,750,000 in bonds of the County to finance capital project A0134 – HVAC Upgrades, Terminal Building (“A0134”).

Your Committee is advised that the Capital Budget Amendment, in the amount of \$1,400,000, is requested to fund an increase in costs associated with this project. Your Committee is advised that since its inception, various costs associated with construction and procurement for this project have increased. Factors such as inflation, supply chain disruptions, and market demand have all had a significant impact on this project’s budget.

The Bond Act, in the amount of \$1,750,000, which was prepared by the law firm of Harris Beach, PLLC, would finance additional construction funding associated with the replacement of HVAC components in the Airport Terminal Building that have exceeded their useful life. The new components will be energy-efficient and will service the same area as the old components.

Your Committee is advised that design services have been completed. Following bonding authorization, construction will be scheduled and is anticipated to take four (4) months to complete and will begin after award and execution of the construction contracts.

Your Committee notes that your Honorable Board has previously authorized the County to issue bonds for A0134 as provided in the attached fact sheet.

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

Additionally, Section 167.131 of the County Charter mandates that a capital budget amendment that introduces a new capital project or changes the location, size or character of an existing capital project be accompanied to the Board of Legislators by a report of the Westchester County Planning Board (the “Planning Board”) with respect to the physical planning aspects of the project. The Planning Department has advised that the Planning Board has previously reviewed A0134 and issued a report, and that since there is no change in the scope of the work and this is simply a change in the financing plan, no further action by the Planning Board is necessary at this time.

Your Committee has carefully considered the proposed Capital Budget Amendment, as well as the related Bond Act, and recommends approval of both of the proposed Acts, noting that the Bond Act can only be enacted following adoption of the Capital Budget Amendment. It should be further noted that an affirmative vote of two-thirds of the members of your Honorable Board is required in order to amend the County’s Capital Budget and to adopt the Bond Act.

Dated: _____, 2024
White Plains, New York

COMMITTEE ON

c/jpg/8-21-24

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: A0134

☐ NO FISCAL IMPACT PROJECTED

SECTION A - CAPITAL BUDGET IMPACT

To Be Completed by Budget

☐ GENERAL FUND

☒ AIRPORT FUND

☐ SPECIAL DISTRICTS FUND

Source of County Funds (check one):

☐ Current Appropriations

☒ Capital Budget Amendment

SECTION B - BONDING AUTHORIZATIONS

To Be Completed by Finance

Total Principal \$ 1,750,000 PPU 10 Anticipated Interest Rate 2.55%

Anticipated Annual Cost (Principal and Interest): \$ 201,777

Total Debt Service (Annual Cost x Term): \$ 2,017,771

Finance Department: maab 9-10-24

SECTION C - IMPACT ON OPERATING BUDGET (exclusive of debt service)

To Be Completed by Submitting Department and Reviewed by Budget

Potential Related Expenses (Annual): \$ -

Potential Related Revenues (Annual): \$ -

Anticipated savings to County and/or impact of department operations
(describe in detail for current and next four years):

SECTION D - EMPLOYMENT

As per federal guidelines, each \$92,000 of appropriation funds one FTE Job

Number of Full Time Equivalent (FTE) Jobs Funded: 19

Prepared by: Brian Hegt

Title: Director of Government & Community Relations

Department: Public Works/Transportation

Date: 9/12/24


Reviewed By: 

Date: 9/12/24

Budget Director

9/13/24

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

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

DATE: September 4, 2024

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT:
A0134 HVAC UPGRADES TERMINAL BUILDING**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on
08-21-2024 (Unique ID: 2615)

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

- **617.5(c)(2):** replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building, energy, or fire codes unless such action meets or exceeds any of the thresholds in section 617.4 of this Part.

COMMENTS: None.

DSK/cnm

cc: Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Lawrence Soule, Budget Director
Tami Altschiller, Assistant Chief Deputy County Attorney
Dianne Vanadia, Associate Budget Director
Lauren Walsh, Deputy Airport Manager – Administration
Christopher Prashad, Program Manager, Westchester County Airport
Susan Darling, Chief Planner
Michael Lipkin, Associate Planner
Claudia Maxwell, Principal Environmental Planner



Memorandum

Department of Planning

432 Michaelian Office Building
White Plains, NY 10601

To: The Westchester County Planning Board

From: Susan Darling, Chief Planner

A handwritten signature in blue ink, appearing to be "SD", located to the right of the "From:" line.

Date: August 21, 2024

RE: **NO-ACTION MEMO - Capital Budget Amendment – A0134 HVAC Upgrades, Terminal Building (2024 Capital Budget Amendment)**

The County Executive is requesting an amendment to the 2024 Capital Budget to modify the funding of the above project. Capital project **A0134 HVAC Upgrades, Terminal Building (2024 CBA)** will fund the replacement of HVAC components that are beyond end-of-life, with energy efficient components to service the same area.

The capital budget amendment is needed because various costs associated with construction and procurement have increased. Factors such as inflation, supply chain disruptions, and market demand have all had a significant impact on the cost of the project.

The CBA is a request for \$1.4M. The total amount to be bonded is \$1.75M, with \$350,000 coming from existing appropriations.

This project was classified as a PL2 in the 2017 Planning Board Report on the Capital Project Requests adopted July 12, 2016.

There are no changes to the physical planning aspects of this project as reviewed by the Board; therefore, no further action by your Board is necessary.

cc: Blanca P. López, Commissioner
David S. Kvinge, Assistant Commissioner
Michael Lipkin, Associate Planner

An Act amending the 2024 County
Capital Budget Appropriations for
Capital Project A0134 HVAC
UPGRADES, TERMINAL BUILDING

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

Section 1. The Capital section of the 2024 County Budget is hereby amended as follows:

	Previous 2024 Appropriation	Change	Revised 2024 Appropriation
I. Appropriation	\$1,100,000	\$1,400,000	\$2,500,000

Section 2. The estimated method of financing in the Capital Section of the 2024 Westchester County Capital Budget is amended as follows:

II. METHOD OF
FINANCING

Bonds and/or Notes	\$1,100,000	\$1,400,000	\$2,500,000
Non County Shares	\$0		\$0
Cash	\$0		\$0
Total	\$1,100,000	\$1,400,000	\$2,500,000

Section 3. The ACT shall take effect immediately.

ACT NO. -20__

BOND ACT AUTHORIZING THE ISSUANCE OF \$1,750,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COSTS OF THE CONSTRUCTION OF HVAC SYSTEM IMPROVEMENTS AT THE COUNTY AIRPORT; STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$1,750,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$1,750,000 BONDS HEREIN AUTHORIZED TO FINANCE SUCH COST; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted, _____, 20__)

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

Section 1. Pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the "Law"), the Westchester County Administrative Code, being Chapter 852 of the Laws of 1948, as amended, to the provisions of other laws applicable thereto, \$1,750,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the costs of the construction of HVAC system improvements at the County Airport, including design and construction management; all as set forth in the County's current year Capital Budget, as amended. To the extent that the details set forth in this act are inconsistent with any details set forth in the current year Capital Budget of the County, such Budget shall be deemed and is hereby amended. The estimated maximum cost of said specific object or purpose, including preliminary costs and costs

incidental thereto and the financing thereof is \$1,750,000. The plan of financing includes the issuance of \$1,750,000 bonds herein authorized, and any bond anticipation notes issued in anticipation of the sale of such bonds, and the levy of a tax to pay the principal of and interest on said bonds.

Section 2. The period of probable usefulness applicable to the specific object or purpose for which the bonds authorized by this resolution is to be issued within the limitations of Section 11.00 a. 13 of the Law, is ten (10) years.

Section 3. Current funds are not required to be provided as a down payment pursuant to Section 107.00 d. 9. of the Law prior to issuance of the bonds authorized herein, or any bond anticipation notes issued in anticipation of the sale of such bonds. The County intends to finance, on an interim basis, the costs or a portion of the costs of said improvements for which bonds are herein authorized, which costs are reasonably expected to be reimbursed with the proceeds of debt to be incurred by the County, pursuant to this Act, in the maximum amount of \$1,750,000. This Act is a declaration of official intent adopted pursuant to the requirements of Treasury Regulation Section 1.150-2.

Section 4. Subject to the provisions of this Act and of the Law, and pursuant to the provisions of §30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals thereof, and of §§50.00, 56.00 to 60.00 and 168.00 of said Law, the powers and duties of the County Board of Legislators relative to authorizing the issuance of any notes in anticipation of the sale of the bonds herein authorized, or the renewals thereof, relative to providing for substantially level or declining annual debt service, relative to prescribing the terms, form and contents and as to the sale and issuance of the respective amounts of bonds herein authorized, and of any notes issued in anticipation of the sale of said bonds or the

renewals of said notes, and relative to executing agreements for credit enhancement, are hereby delegated to the Commissioner of Finance of the County, as the chief fiscal officer of the County.

Section 5. Each of the bonds authorized by this Act and any bond anticipation notes issued in anticipation of the sale thereof shall contain the recital of validity prescribed by §52.00 of said Local Finance Law and said bonds and any notes issued in anticipation of said bonds shall be general obligations of the County of Westchester, payable as to both principal and interest by general tax upon all the taxable real property within the County. The faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and any notes issued in anticipation of the sale of said bonds or the renewals of said notes, and provision shall be made annually in the budgets of the County by appropriation for (a) the amortization and redemption of the notes and bonds to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 6. The validity of the bonds authorized by this Act and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

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

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

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

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

Section 7. This Act shall take effect in accordance with Section 107.71 of the Westchester County Charter.

* * *

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

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

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

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

(SEAL)

LEGAL NOTICE

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

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

ACT NO. _____-20__

BOND ACT AUTHORIZING THE ISSUANCE OF \$1,750,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE COSTS OF THE CONSTRUCTION OF HVAC SYSTEM IMPROVEMENTS AT THE COUNTY AIRPORT; STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$1,750,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$1,750,000 BONDS HEREIN AUTHORIZED TO FINANCE SUCH COST; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted _____, 20__)

object or purpose: to finance the costs of the construction of HVAC system improvements at the County Airport, including design and construction management; all as set forth in the County's current year Capital Budget, as amended.


amount of obligations to be issued:

and period of probable usefulness: \$1,750,000; ten (10) years

Dated: _____, 20__
White Plains, New York

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

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

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

DATE: September 4, 2024

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT:
A0134 HVAC UPGRADES TERMINAL BUILDING**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on
08-21-2024 (Unique ID: 2615)

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

- **617.5(c)(2):** replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building, energy, or fire codes unless such action meets or exceeds any of the thresholds in section 617.4 of this Part.

COMMENTS: None.

DSK/cnm

cc: Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Lawrence Soule, Budget Director
Tami Altschiller, Assistant Chief Deputy County Attorney
Dianne Vanadia, Associate Budget Director
Lauren Walsh, Deputy Airport Manager – Administration
Christopher Prashad, Program Manager, Westchester County Airport
Susan Darling, Chief Planner
Michael Lipkin, Associate Planner
Claudia Maxwell, Principal Environmental Planner

CAPITAL PROJECT FACT SHEET

Project ID:* A0134	<input checked="" type="checkbox"/> CBA	Fact Sheet Date:* 07-31-2024
Fact Sheet Year:* 2024	Project Title:* HVAC UPGRADES, TERMINAL BUILDING	Legislative District ID: 6
Category* AIRPORT	Department:* AIRPORT/DOT	CP Unique ID: 2615

Overall Project Description

This project funds removal of existing end of life HVAC units and replacement with energy efficient units. Replacement includes, but is not limited to, upgrades to electrical systems, modifications to structural supports, and upgrades to the building management systems (BMS).

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

FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2024	2025	2026	2027	2028	Under Review
Gross	8,300	1,100	0	0	550	5,250	0	1,400
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	8,300	1,100	0	0	550	5,250	0	1,400

Expended/Obligated Amount (in thousands) as of : 0

Current Bond Description: Funding is requested for construction to replace HVAC components that are beyond their end of life with energy-efficient components to service the same area and related work.

Financing Plan for Current Request:

Non-County Shares:	\$ 0
Bonds/Notes:	1,750,000
Cash:	0
Total:	\$ 1,750,000

SEQR Classification:

TYPE II

Amount Requested:

1,750,000

Expected Design Work Provider:

- ☐ County Staff
 ☒ Consultant
 ☐ Not Applicable

Comments:

A capital budget amendment in the amount of \$1,400,000 is requested and shown under review to fund the increase in costs associated with construction for this project. Since the inception of this project, various costs associated with construction and procurement have increased. Factors such as inflation, supply chain disruptions, and market demand have all had a significant impact and our revised budget is a reflection of this.

Energy Efficiencies:

ENERGY EFFICIENCY MEASURES INCLUDE THE FOLLOWING:

PREMIUM EFFICIENCY MOTORS
 DEMAND CONTROLLED VENTILATION AIR REDUCTION.
 100% OA ENTHALPY-BASED ECONOMIZER CYCLE.

Appropriation History:

Year	Amount	Description
2017	350,000	DESIGN.
2023	750,000	PHASE I

Total Appropriation History:

1,100,000

Financing History:

Year	Bond Act #	Amount	Issued	Description
23	27	750,000	0	HVAC UPGRADES, TERMINAL BUILDING

Total Financing History:

750,000

Recommended By:**Department of Planning**

MLLL

Date

08-21-2024

Department of Public Works

RJB4

Date

08-21-2024

Budget Department

DEV9

Date

08-21-2024

Requesting Department

LGFA

Date

08-21-2024

HVAC UPGRADES, TERMINAL BUILDING (A0134)

User Department : Airport/DOT

Managing Department(s) : Airport/DOT ; Public Works ;

Estimated Completion Date: TBD

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

FIVE YEAR CAPITAL PROGRAM (in thousands)

	Est Ult Cost	Appropriated	Exp / Obl	2024	2025	2026	2027	2028	Under Review
Gross	6,650	1,100			5,550				
Non County Share									
Total	6,650	1,100			5,550				

Project Description

This project funds removal of existing HVAC units and replacement with energy efficient units. Project also includes, but is not limited to, upgrades to electrical systems, modifications to structural supports and upgrades to the building management system (BMS).

Current Year Description

There is no current year request.

Impact on Operating Budget

The impact on the Airport Special Revenue Fund is the debt service associated with the issuance of bonds.

Appropriation History

Year	Amount	Description	Status
2017	350,000	Design.	AWAITING BOND AUTHORIZATION DESIGN
2023	750,000	Phase I	
Total	1,100,000		

Prior Appropriations

	Appropriated	Collected	Uncollected
Bond Proceeds	1,100,000		1,100,000
Total	1,100,000		1,100,000

Bonds Authorized

Bond Act	Amount	Date Sold	Amount Sold	Balance
27 23	750,000			750,000
Total	750,000			750,000

September 26, 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: **IMA with North Castle
– Easement to Install a Water Main on New King Street.**

This will confirm my request that the Board of Legislators allow submission of the referenced communication to be submitted to the Board of Legislators September 30, 2024 Agenda.

Transmitted herewith for your consideration is a proposed Act that, if approved by your Honorable Board, would authorize the County of Westchester ("County") to enter into an inter-municipal agreement ("IMA") with the Town of North Castle ("Town") and acquire an easement from the Town.

Therefore, since this communication is of the utmost importance, it is respectfully submitted that the County Board of Legislators accepts this submission for September 30, 2024 "blue sheet" calendar.

Thank you for your prompt attention to this matter.



George Latimer
County Executive

September 13, 2024

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

Dear Honorable Members of the Board of Legislators:

Transmitted herewith for your consideration is a proposed Act that, if approved by your Honorable Board, would authorize the County of Westchester ("County") to enter into an inter-municipal agreement ("IMA") with the Town of North Castle ("Town") and acquire an easement from the Town to allow the County to install and maintain a water main on New King Street to address per- and polyfluoroalkyl substances ("PFAS") found in the wells of certain privately owned properties.

The County and the New York State Department of Environmental Conservation ("NYSDEC") previously entered into Consent Order 3-20180308-44 in connection with PFAS found in the Westchester County Airport ("Airport") groundwater. The Consent Order required characterization of PFAS contamination at the Airport as well as off-site, and remedial work to address it. Following testing, PFAS was found in the wells of certain privately owned properties located off-site on New King Street in the Town ("Private Parcels"). While the County has temporarily provided bottled water to the Private Parcels, the County desires to extend the Airport's water main through the Town's right-of-way on New King Street in order to provide a permanent source of potable water to the Private Parcels ("Project").

Pursuant to the proposed IMA, the County will be responsible for the design and construction of the Project and the Town will grant an easement to the County for the life of the Project bonds. The project is being financed by County bonds issued pursuant to Bond Act No. 122-2021 approved by your Honorable Board on June 28, 2021. The County has designed the Project, procured public bids, and awarded a contract for construction. Following final acceptance of the Project by the County, the Town will be responsible for all maintenance of the Project and related costs. Upon the satisfaction of all Project bonds, all of the County's right, title and interest in the Project will transfer to the Town, and all County obligations under the IMA will cease. The term of the IMA will be for a period of 40 years, commencing upon execution and terminating on the expiration of any County bonds issued in connection with the Project.

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

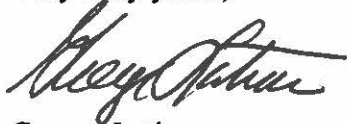
Telephone: (914)995-2900 E-mail: (914) ceo@westchestergov.com



Pursuant to the IMA, the County and the Town will defend, indemnify and hold harmless each other, their officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly out of their respective acts or omissions or those of third parties under their direction or control.

I believe that the proposed IMA is in the County's best interests, and I therefore urge approval of the attached Act.

Very truly yours,

A handwritten signature in black ink, appearing to read "George Latimer", written in a cursive style.

George Latimer
County Executive

GL/HJG/dlv
Attachment

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

Your Committee is in receipt of a communication from the County Executive wherein he requests that your Honorable Board adopt an Act which, which, if adopted by your Honorable Board, would authorize the County of Westchester (the “County”) to enter into an inter-municipal agreement (“IMA”) with the Town of North Castle (“Town”) and acquire an easement from the Town to allow the County to install and maintain a water main on New King Street to address per- and polyfluoroalkyl substances (“PFAS”) found in the wells of certain privately owned properties.

Your Committee is advised that the County and the New York State Department of Environmental Conservation (“NYSDEC”) previously entered into Consent Order 3-20180308-44 in connection with PFAS found in the Westchester County Airport (“Airport”) groundwater. The Consent Order required characterization of PFAS contamination at the Airport as well as off-site, and remedial work to address it. Following testing, PFAS was found in the wells of certain privately owned properties located off-site on New King Street in the Town (“Private Parcels”). While the County has temporarily provided bottled water to the Private Parcels, the County desires to extend the Airport’s water main through the Town’s right-of-way on New King Street in order to provide a permanent source of potable water to the Private Parcels (“Project”).

Your Committee is advised that pursuant to the proposed IMA, the County will be responsible for the design and construction of the Project and the Town will grant an easement to the County for the life of the Project bonds. The project is being financed by County bonds issued pursuant to Bond Act No. 122-2021 approved by your Honorable Board on June 28, 2021. The County has designed the Project, procured public bids, and awarded a contract for construction. Following final acceptance of the Project by the County, the Town will be responsible for all maintenance of the Project and related costs. Upon the satisfaction of all Project bonds, all of the County’s right, title and interest in the Project will transfer to the Town, and all County obligations under the IMA will cease. The term of the IMA will be for a period of

40 years, commencing upon execution and terminating on the expiration of any County bonds issued in connection with the Project.

Pursuant to the IMA, the County and the Town shall defend, indemnify and hold harmless each other, their officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly out of their respective acts or omissions or those of third parties under their direction or control.

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 advises that the proposed IMA is classified as a Type II action. Therefore, no further action is required by your Honorable Board. Your Committee has reviewed the annexed SEQRA memo and concurs with that conclusion.

Upon careful consideration, your Committee finds the proposed IMA to be in the County's best interest as it provides for a permanent source of safe drinking water, and therefore your Committee recommends approval of the proposed Act.

Dated: _____, 2024
White Plains, New York

COMMITTEE ON:

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: A0097

☒ NO FISCAL IMPACT PROJECTED

SECTION A - CAPITAL BUDGET IMPACT

To Be Completed by Budget

☐ GENERAL FUND

☐ AIRPORT FUND

☐ SPECIAL DISTRICTS FUND

Source of County Funds (check one):

☐ Current Appropriations

☐ Capital Budget Amendment

IMA and temporary easement Town of North Castle in connection with A0097

SECTION B - BONDING AUTHORIZATIONS

To Be Completed by Finance

Total Principal

PPU

Anticipated Interest Rate

Anticipated Annual Cost (Principal and Interest):

Total Debt Service (Annual Cost x Term):

\$ -

Finance Department:

SECTION C - IMPACT ON OPERATING BUDGET (exclusive of debt service)

To Be Completed by Submitting Department and Reviewed by Budget

Potential Related Expenses (Annual): \$ -

Potential Related Revenues (Annual): \$ -

Anticipated savings to County and/or impact of department operations
(describe in detail for current and next four years):

SECTION D - EMPLOYMENT

As per federal guidelines, each \$92,000 of appropriation funds one FTE Job

Number of Full Time Equivalent (FTE) Jobs Funded: n/a

Prepared by: Diane Vanadia

Title: Associate Budget Director

Department: Budget

Date: 9/11/24

Reviewed By: 

Budget Director

Date: 9/11/24
09/10/24

9/12/24

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: A0116

☒ NO FISCAL IMPACT PROJECTED

SECTION A - CAPITAL BUDGET IMPACT

To Be Completed by Budget

☐ GENERAL FUND

☐ AIRPORT FUND

☐ SPECIAL DISTRICTS FUND

Source of County Funds (check one):

☐ Current Appropriations

☐ Capital Budget Amendment

IMA and Easement Town of North Castle in connection with A0116

SECTION B - BONDING AUTHORIZATIONS

To Be Completed by Finance

Total Principal

PPU

Anticipated Interest Rate

Anticipated Annual Cost (Principal and Interest):

Total Debt Service (Annual Cost x Term):

\$ -

Finance Department:

SECTION C - IMPACT ON OPERATING BUDGET (exclusive of debt service)

To Be Completed by Submitting Department and Reviewed by Budget

Potential Related Expenses (Annual): \$ -

Potential Related Revenues (Annual): \$ -

Anticipated savings to County and/or impact of department operations
(describe in detail for current and next four years):

SECTION D - EMPLOYMENT

As per federal guidelines, each \$92,000 of appropriation funds one FTE Job

Number of Full Time Equivalent (FTE) Jobs Funded: n/a

Prepared by: Diane Vanadia

Title: Associate Budget Director

Department: Budget

Date: 9/11/24


Reviewed By: 

DV 9/11/24
CD 9/12/24

Budget Director

Date: 9/12/24

TO: David Vutera, Associate County Attorney
Department of Law

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

DATE: September 10, 2024

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR:
NEW KING STREET WATER MAIN, NORTH CASTLE**

PROJECT/ACTION: In connection with a New York State Department of Environmental Conservation Order on Consent, the County proposes to install and maintain a water main on New King Street in order to address per- and polyfluoroalkyl substances ("PFAS") found in the wells of certain privately owned properties located in this area, which is adjacent to the Westchester County Airport. An intermunicipal agreement with the Town of North Castle, as well as a temporary easement from the Town, will be required in order to install the water line within the Town road. Pursuant to the agreement, ownership and maintenance of the water main will transfer to the Town and the easement will terminate following the satisfaction of the county bonds used to fund the project.

With respect to the State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617, the Planning Department recommends that no environmental review is required because the project/action may be classified as a TYPE II action pursuant to section(s):

- **617.5(c)(13):** extension of utility distribution facilities, including gas, electric, telephone, cable, water and sewer connections to render service in approved subdivisions or in connection with any action on this list;
 - **617.5(c)(35):** civil or criminal enforcement proceedings, whether administrative or judicial, including a particular course of action specifically required to be undertaken pursuant to a judgment or order, or the exercise of prosecutorial discretion.
-

COMMENTS: This work is being done pursuant to DEC Case No.: CO 3-20180308-44. The project will be financed by County bonds issued pursuant to Bond Act No. 122-2021 (in connection with capital projects A0097 and A0116), which was approved by the Board of Legislators on June 28, 2021, along with a Negative Declaration (Resolution 123-2021), for improvements to the water supply infrastructure on County Airport property necessary to provide the water connection to New King Street.

DSK/cnm

cc: Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Tami Altschiller, Assistant Chief Deputy County Attorney
Brian Hegt, Assistant to the Commissioner, Dept. of Public Works & Transportation
Claudia Maxwell, Principal Environmental Planner

ACT NO.

– 2024

AN ACT authorizing the County of Westchester to enter into an inter-municipal agreement with the Town of North Castle and acquire an easement from the Town to allow the County to install and maintain a water main on New King Street to address per- and polyfluoroalkyl substances found in the wells of certain privately owned properties.

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

Section 1. The County of Westchester (“County”) is hereby authorized to enter into an inter-municipal agreement (“IMA”) with the Town of North Castle (“Town”) and acquire an easement from the Town to allow the County to install and maintain a water main on New King Street to address per- and polyfluoroalkyl substances (“PFAS”) found in the wells of certain privately owned properties (Private Parcels”).

§2. Pursuant to the IMA, the County shall be responsible for the design and construction of an extension of the water main from Westchester County Airport through the Town’s right-of-way on New King Street in order to provide a permanent source of potable water to the Private Parcels (“Project”). The Town shall grant an easement to the County for the life of the Project bonds. Following final acceptance of the Project by the County, the Town shall be responsible for all maintenance of the Project and related costs. Upon the satisfaction of all County bonds financing the Project, all of the County’s right, title and interest in the Project shall transfer to the Town, and all County obligations under the IMA shall cease.

§3. The term of the IMA shall be for a period of 40 years, commencing upon execution and terminating on the expiration of any County bonds issued in connection with the Project.

§4. Pursuant to the IMA, the County and the Town shall defend, indemnify and hold harmless each other, their officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly out of their respective acts or omissions or those of third parties under their direction or control.

§5. The County Executive or his duly authorized designee, is hereby authorized to execute and deliver all instruments approved as to form and substance by the County Attorney as are necessary and appropriate to effectuate the purposes of this Local Law.

§6. This Act shall take effect immediately.

DRAFT 3-25-24

THIS INTERMUNICIPAL AGREEMENT made this ____ day of _____, 202_, 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 (the “County”),

and

THE TOWN OF NORTH CASTLE, a municipal corporation of the State of New York, having an office and place of business at 15 Bedford Road, Armonk, New York 10504 (hereinafter the “Town”)

WHEREAS, the County and the New York State Department of Environmental Conservation have entered into Consent Order Index No. CO-3-20180308-44 (“Consent Order”) that requires characterization of PFOA and PFAS contamination at the Westchester County Airport (“Airport”) as well as off-site, and remedial work to address it; and

WHEREAS, PFOA and PFAS contamination has been found in the wells of certain privately owned properties located off-site on New King Street in the Town (“Private Parcels”); and

WHEREAS, while the County has temporarily provided bottled water to the Private Parcels, the County desires to extend the Airport’s water main through the Town’s right-of-way on New King Street (“Project Property”) in order to provide a permanent source of potable water to the Private Parcels (“Water Main”); and

WHEREAS, the County has designed the Water Main (“Project”), procured public bids for construction of the Project, awarded a contract for construction, and will finance the design and construction of the Project through the issuance of tax exempt general obligation bonds; and

WHEREAS, the parties recognize that the County requires a property interest in the Project Property being improved with County bonds, and the Town will grant the County a temporary easement in the Project Property so that the County may comply with the Local Finance Law; and

WHEREAS, once construction is complete, the County desires to transfer responsibility for all maintenance of the Water Main to the Town, and ultimately transfer title to the Water Main to the Town, subject to the terms herein provided; and

WHEREAS, the Town desires to assume said responsibility for all maintenance of the Water Main and ultimately accept the transfer of the Water Main; and

WHEREAS, the County and the Town desire to enter into an intermunicipal agreement (“Agreement”) to set forth the terms and conditions under which the parties will undertake construction and perform maintenance of the Project.

NOW THEREFORE, in consideration of the terms and conditions herein contained, the parties agree as follows:

1. **RECITALS**: The above recitals are hereby incorporated by reference into the body of this Agreement.

2. **COUNTY OBLIGATIONS**: a) The County has performed, or caused its consultants to perform, the work necessary to complete the design for the Project and has procured bids for construction of the Project by means of public competitive bidding pursuant to Section 103 of the General Municipal Law, in accordance with the plans, scope of work and budget attached hereto and made a part hereof as Schedule “A” (the “Work”). The County has awarded Contract No. 22-522 to Triumph Construction Corp. for completion of the Work. The County shall also construct the connection between each Private Parcel and the Water Main, at its own expense. Nothing herein shall create or be construed to create a third-party beneficiary relationship between the Town and the consultants or contractors hired by the County to carry out the Work, and the parties hereto expressly disclaim any intention to create such a relationship.

b) Once it receives applicable warranties and as-built drawings for the Work, the County shall transmit them to the Town.

c) The County shall notify the Town in writing following the County Board of Acquisition and Contract’s final acceptance of the Work. Commencing upon receipt of such notification, the Town

shall be responsible for all maintenance of the Water Main and all related costs.

d) It is anticipated that the County will issue bonds to finance the cost of the Project. The County shall use reasonable efforts to give the Town written notice on or about the date that the County's Project bonds are no longer outstanding. Upon the satisfaction of all Project bonds, all of the County's right, title and interest in the Water Main shall thereupon transfer to the Town, and all County obligations under this Agreement shall cease

3. **TOWN OBLIGATIONS:** a) The Town shall grant a temporary easement to the County through its right-of-way on the Project Property as shown in Schedule "B", attached hereto, to facilitate construction of the Project and to provide the necessary property interest for the County to finance same.

b) Upon receipt of written notice of final acceptance of the Work, the Town shall be responsible for all maintenance of the Water Main and all related costs.

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

4. **TERM:** The term of this Agreement shall be for a period of forty (40) years, commencing upon execution of this Agreement by both parties and terminating on the latest date of the expiration of any County bonds issued in connection with the Project, unless terminated sooner in accordance with the provisions of this Agreement.

5. **COSTS:** The County shall pay all costs related to the design and construction of the Project. Under no circumstances or conditions, whether now existing or hereafter arising, or whether beyond the present contemplation of the parties, shall the County be expected or required to make any additional payment of any kind or be under any other obligation or liability hereunder in connection with the design or construction of the Project. Following the Town's receipt of written notice of final acceptance of the Work by the County, the Town shall be responsible for all maintenance of the Water Main and all related costs.

6. **SUBJECT TO COUNTY APPROPRIATIONS:** The parties recognize and acknowledge that the obligations of the County under this Agreement are subject to annual appropriations by its Board of Legislators pursuant to the Laws of Westchester County. Therefore, this Agreement shall be deemed executory only to the extent of the monies appropriated and available. The County shall have no liability under this Agreement beyond funds appropriated and available for payment pursuant to this Agreement. The parties understand and intend that the obligation of the County hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of the County. The County shall pay amounts due under this Agreement exclusively from legally available funds appropriated for this purpose. The County shall retain the right, upon the occurrence of the adoption of any County Budget by its Board of Legislators during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such County Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein.

7. **TERMINATION:** (a) The County, upon ten (10) days-notice to the Town, may terminate this Agreement in whole or in part when the County deems it to be in its best interest. .

(b) In the event the County determines that there has been a material breach by the Town of any of the terms of the Agreement and such breach remains uncured for forty-eight (48) hours after service on the Town of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this Agreement.

8. **MAINTENANCE OF RECORDS:** The County shall, at its sole cost and expense, keep, maintain, and preserve at its principal offices throughout the term of this Agreement, full and detailed books, accounts, and records pertaining to its performance pursuant to this Agreement. Such books, accounts and records will include, without limitation, all bills, invoices, payrolls and other data evidencing, or in any material way relating to, the direct and indirect costs and expenses incurred

in connection with the Project. The Town shall have the right to inspect and audit, at reasonable times and upon reasonable notice, any and all such books, accounts and records at the office or offices where they are then being kept, maintained and preserved. All of the provisions of this Section "8" will survive the expiration or other termination of this Agreement.

9. **REPRESENTATIONS, WARRANTIES AND GUARANTEES:** The Town expressly represents, warrants and guarantees to the County that:

(a) the execution and performance of this Agreement by the Town has been duly authorized by its governing board; and

(b) this Agreement, and any other documents required in connection herewith, when so delivered, will constitute legal, valid and binding obligations of the Town enforceable against the Town in accordance with their respective terms; and

(c) the Town will deliver to the County at the time of execution of this Agreement a resolution adopted by its governing board authorizing the execution of this Agreement, and any other documents required to be delivered by the Town; and

(d) the person signing this Agreement on behalf of the Town has full authority to bind the Town to all of the terms and conditions of this Agreement.

10. **INDEMNIFICATION:** The Town shall defend, 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 out of the acts or omissions hereunder by the Town or third parties under the direction or control of the Town. The County shall defend, indemnify and hold harmless the Town, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly out of the acts or omissions hereunder by the County or third parties under the direction or control of the County. This Section "10" shall survive the termination or expiration of this Agreement.

11. **ASSIGNMENT OF RIGHTS:** Neither party may assign any rights under this Agreement without the prior express written consent of the other party.

12. **ENTIRE AGREEMENT; AMENDMENT:** This Agreement, including without limitation, all schedules and attachments, constitute the entire Agreement between the parties and will

supersede all previous negotiations, commitments and writings. It will not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties, subject to any necessary legal approvals.

13. **COMPLIANCE WITH LAW:** The County and the Town will comply, each at their sole cost and expense, with all applicable federal, state and local laws, rules and regulations, ordinances and requirements affecting the conduct of their activities in connection with the performance of this Agreement herewith and, as applicable to the parties, as an employer.

14. **NOTICES:** All notices of any nature, requests, approvals and other communications which may be given by either party to the other under this Agreement will be in writing and sent by registered or certified mail postage pre-paid, or sent by hand or overnight courier or sent by facsimile (with acknowledgement 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 will be effective on the date of receipt:

To the County: Commissioner
 Department of Public Works and Transportation
 County of Westchester
 Michaelian Office Building, 5th Floor
 148 Martine Avenue
 White Plains, New York 10601

with a copy to: County Attorney
 Michaelian Office Building, 6th Floor
 148 Martine Avenue
 White Plains, New York 10601

To the Town: Town Supervisor
 15 Bedford Road
 Armonk, New York 10504

with a copy to: Town Attorney
 15 Bedford Road
 Armonk, New York 10504

15. **VALIDITY:** 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 will in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision will be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision will be interpreted and enforced to give effect to the original written intent of the parties prior to determination of such invalidity or unenforceability.

16. **APPROVALS:** It is hereby acknowledged that any request for any modification of the terms hereof which requires the consent of the parties will be subject to the receipt of any and all necessary legal approvals.

17. **EXECUTION:** This Agreement may be executed simultaneously in several identical copies, each of which will be an original and all of which will constitute but one and the same agreement.

18. **GOVERNING LAW:** This Agreement will be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that any cause of action arising out of this Agreement will be brought in the County of Westchester.

19. **NO WAIVER:** Failure of the Town to insist, in any one or more instances, upon strict performance of any term or condition herein contained will not be deemed a waiver or relinquishment for the future of such term or condition, but the same will remain in full force and effect.

20. **THIRD PARTIES:** Nothing herein is intended or will be construed to confer upon or give to any third party or its successors and assigns any rights, remedies or basis for reliance upon, under or by reason of this Agreement, except in the event that specific third party rights are expressly granted herein.

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

22. **CAPTIONS:** The captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement nor the intent of any provision thereof.

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

THE COUNTY OF WESTCHESTER

By: _____
Hugh J. Greechan, Jr., P.E.
Commissioner
Department of Public Works and
Transportation

TOWN OF NORTH CASTLE

By: _____
Town Supervisor

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

Approved by the Town of North Castle Town Board by Resolution No. _____ on _____, 2023.

Approved:

Approved:

Associate County Attorney
County of Westchester

Town Attorney
Town of New Castle

Vutera/DTR/125027/
IMA North Castle Water Main New King St. draft 3-25-24

TOWN ACKNOWLEDGMENT

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

On the ____ day of _____ in the year 20__ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument; and, acknowledged if operating under any trade name, that the certificate required by the New York State General Business Law Section 130 has been filed as required therein.

Signature and Office of individual
taking acknowledgment

TOWN CERTIFICATE OF AUTHORITY

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

the _____ of the _____
(Title) *(the "Municipality")*

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 Municipality was, at the time of execution

(Title of such person)

of the Municipality and that said agreement was duly signed for and on behalf of said Municipality
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 this _____ day of _____, 20 __, before me personally came
_____, whose signature appears above, to me known,
and known to me to be the _____ of _____
_____, the Municipality described in and which
executed the above certificate, who being by me duly sworn did depose and say that he/she, the said
_____ of said Municipality resides at _____
_____, and that he/she signed his/her name
hereto by order of the Board of _____ of said Municipality.

Signature and Office of individual

taking acknowledgment

SCHEDULE "A"

PROJECT PLANS, SCOPE OF WORK AND BUDGET

[to be attached]

Backflow Preventer Replacements

Since WJWW is taking ownership of the portion of the existing 12 inch airport water main along the west side of the airport, the existing backflow preventer building at Tower Road is being replaced and a new backflow preventer along with water meter vault is being constructed. The new buildings are sized to house new RPZ's, water meters and check valves as required by WJWW. The new buildings, with communication conduits and fiber extended from existing facilities allow for monitoring and control.

New King Street Water Main Extension

New King Street is the location of four developed properties which currently rely on private wells for water supply. Recently these wells were found to have detections of perfluoroalkyl substances (PFAS) and Westchester County is providing them with a connection to a treated municipal water supply source. The nearest municipal water supply available is the Westchester County Airport's (WCA) internal water main which is in turn fed by Westchester Joint Waterworks (WJWW). This work includes the installation of approximately 2,600 linear feet of 12 inch water main and appurtenances along Airport Road to the northern end of New King Street.

This contract also includes water service piping up to and including a valve box located at the property line for each of the properties listed below.

- 1 & 3 New King Street
- 4 New King Street
- 10 New King Street
- 20 New King Street

Project Location:

1 New King Street and 3 New King Street, White Plains, New York 10604

Property Owner:

Thomas Fitzgibbons
Lordae LLC
tom@lordae.com

Project Description:

The project will involve site excavation, plumbing and electric to facilitate the installation of a new water service connection to the municipal water main in New King Street, including an exterior, heated enclosure housing the water meter and backflow prevention device. The work will terminate on site at a location adjacent to the existing electrical and water service infrastructure at the building. Final electrical and water connections to the building will be the responsibility of the property owner. The work is not expected to exceed 90 days. The work will be in accordance with current codes and industry practices, and disturbed areas will be repaved or reseeded as applicable.

Project Location:

4 New King Street and 10 New King Street, White Plains, New York 10604

Property Owner:

Mitch Benerofe
Benerofe Properties
mib@benerofes.com

Project Description:

The project will involve site excavation, plumbing and electric to facilitate the installation of a new water service connection to the municipal water main in New King Street, including an exterior, heated enclosure housing the water meter and backflow prevention device. The work will terminate on site at a location adjacent to the existing electrical and water service infrastructure at the building. Final electrical and water connections to the building will be the responsibility of the property owner. The work is not expected to exceed 90 days. The work will be in accordance with current codes and industry practices, and disturbed areas will be repaved or reseeded as applicable.

Project Location:

20 New King Street, White Plains, New York 10604

Property Owner:

Matt Greene
Safe Flight Instrument, LLC
mgreene@safeflight.com

Project Description:

The project will involve site excavation and plumbing to facilitate the installation of a new water service connection to the municipal water main in New King Street, including a new water meter in a sub-surface pit. The work will terminate on site at a location adjacent to the existing water service at the building. Final water connections to the building will be the responsibility of the property owner. Refer to the attachments for additional information. The work is not expected to exceed 90 days. The work will be in accordance with current codes and industry practices, and disturbed areas will be repaved or reseeded as applicable.

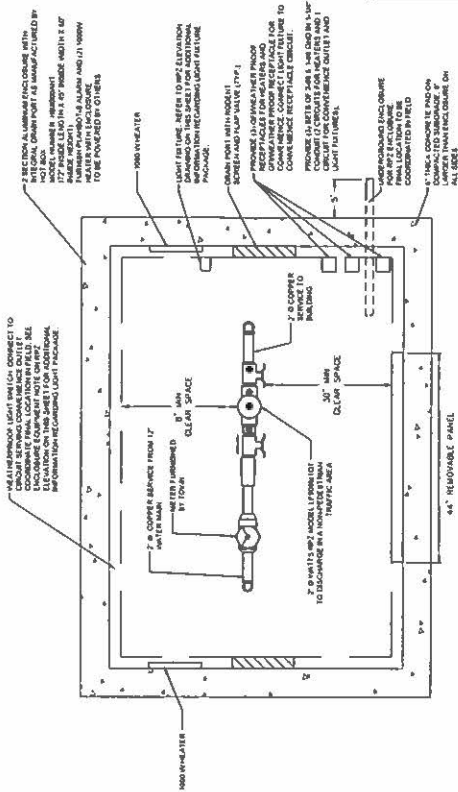
SITE PLAN

GENERAL NOTES:

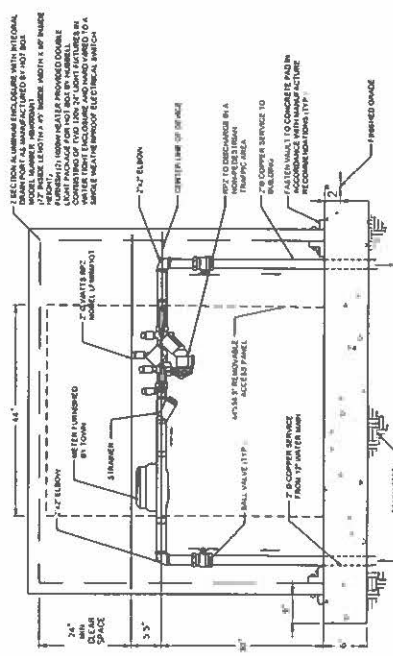
1. ALL PROPOSED INSTALLATIONS OF BACKFLOW PREVENTION DEVICES(S) TO BE UTILIZED ON ALL DOMESTIC WATER SERVICES FOR HUMAN CONSUMPTION MUST BE LEAD-FREE IN COMPLIANCE WITH THE AMENDED SAFE DRINKING WATER ACT (SECTION 1617).
 2. THE DEPARTMENT OF HEALTH SHALL ONLY ACCEPT THOSE BACKFLOW PREVENTION DEVICES/ASSEMBLIES WHICH HAVE BEEN LISTED BY THE U.S. FEDERAL GOVERNMENT AND APPROVED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY. THE UNIVERSITY OF SOUTHERN CALIFORNIA (UNIVERSITY OF SOUTHERN CALIFORNIA) IS THE ONLY APPROVED LISTING AGENCY FOR SUCH DEVICES. THE DEPARTMENT OF HEALTH WILL NOT ACCEPT ANY OTHER TYPE OF BACKFLOW PREVENTION DEVICE THAT IS NOT LISTED BY THE U.S. FEDERAL GOVERNMENT AND APPROVED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY.
 3. THE BACKFLOW PREVENTED MUST BE INSTALLED A MINIMUM OF TWENTY INCHES (20") ABOVE THE CLEAN FLOOR OR EXISTING FINISH FLOOR (FROM THE FLOOR TO THE BOTTOM OF SHIMDRAKE POINT IMPEDEMENT IT IS ORIGINATED). IN CASES WHERE THE SHIMDRAKE POINT IMPEDEMENT IS LOCATED AT OR BELOW FINISH FLOOR, THE SHIMDRAKE POINT IMPEDEMENT MUST BE INSTALLED AT LEAST 24" ABOVE THE FLOOR FINISH. THERE MUST BE A CLEAN, OPEN ACCESS PATH TO THE DEVICES FOR TESTING AND MAINTENANCE PURPOSES.
 4. A DEVICE CANNOT BE INSTALLED CLOSER THAN TWENTY-FOUR INCHES (24") FROM A CEILING OR ANY VERTICAL OBSTRUCTIONS(S).
 5. A MINIMUM OF TWENTY INCHES (20") OF CLEAR SPACE SHALL BE MAINTAINED ABOVE THE SHUT OFF VALVE.
 6. A MINIMUM OF TWENTY INCHES (20") IS REQUIRED IN FRONT OF THE BACKFLOW PREVENTER. A MINIMUM OF EIGHT INCHES (8") IS REQUIRED BEHIND THE BACKFLOW PREVENTER.
 7. VALVES MUST BE SITUATED ON BOTH SIDES OF THE BACKFLOW PREVENTION DEVICE. A STRAPPED MUST BE PLACED ON THE FEE SIDE OF ALL DEVICES OTHER THAN FIRE SPRINKLERS UTILIZING DOUBLE CHECK VALVES.
 8. ADEQUATE LIGHT TO PREVENT FREEZING AND ADEQUATE LIGHT FOR TESTING AND MAINTENANCE MUST BE PROVIDED.
 9. COSTING WOLLED(S) TO BE DISCLOSED(S)/ABANDONED UNDER SEPARATE APPLICATION, FILED BY THE PROPERTY OWNER.
 10. THE BUILDING OWNER IS RESPONSIBLE FOR CONFIRMING THAT THE COSTING BUILDING PLANNING SYSTEM WILL OPERATE NORMALLY BASED ON THE VOLUME AND PRESSURE SUPPLIED BY THE NEW WATER SERVICE CONNECTION FROM THE SUBSTATION IN MAIN HARD STREET.
- ENCLOSURE TO BE FURNISHED WITH DRAWN POINTS FOR FULL PORT BACKFLOW DISCHARGE NOT ALLOWING MAINT.

ELECTRICAL NOTES:

1. ALL DIMENSIONS AND SPECIFICATIONS FOR BASE CONTRACT NUMBER 22-322 ARE APPLICABLE IN THIS PROJECT.
2. REFER TO TROWING NOTES ON E-002.
3. REFER TO ELECTRICAL DETAILS ON E-701 AND E-702.

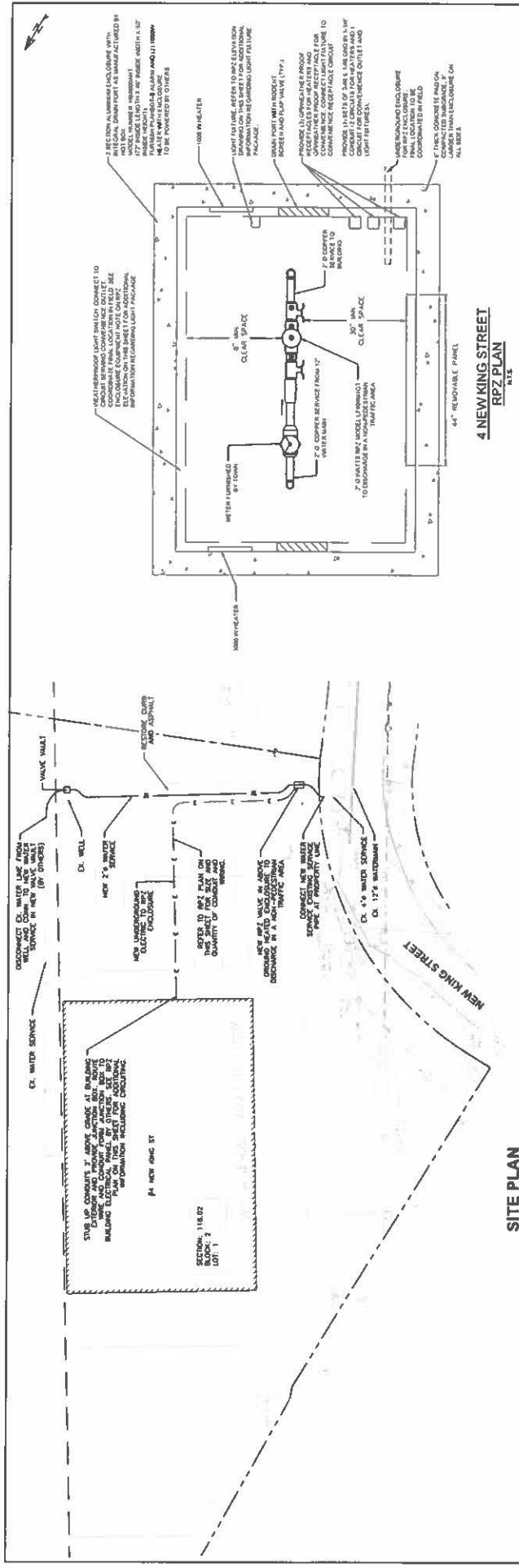


1&3 NEW KING STREET
RPZ PLAN



3 NEW KING STREET
RPZ ELEVATION

[illegible]



GENERAL NOTES:

1. ALL PROPOSED INSTALLATIONS OF BACKFLOW PREVENTION DEVICES(S) TO BE UTILIZED ON ALL DOMESTIC WATER SERVICES FOR HUMAN CONSUMPTION MUST BE LEAD-FREE IN COMPLIANCE WITH THE AMERICAN SAFETY DRINKING WATER ACT (P.L. 91-521).
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER INSTALLATION OF BACKFLOW PREVENTION DEVICES/ASSEMBLIES WHICH SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITION OF THE UPC AND ANY LOCAL ORDINANCES, AND SHALL BE APPROVED BY THE UNIVERSITY OF SOUTHERN CALIFORNIA FOUNDATION FOR CRISIS - CONNECTION, CONTROL, AND VIOLENCE PREVENTION. A BACKFLOW PREVENTION DEVICE MUST BE INSTALLED ON SUCH.
3. THE BACKFLOW PREVENTION DEVICE MUST BE INSTALLED A MINIMUM OF THIRTY INCHES (30") ABOVE THE FLOOR LEVEL OR EXISTING INCHES (18") FROM THE FLOOR TO THE BOTTOM OF DISCHARGE PORT (WHICHEVER IS GREATER). THE DISCHARGE PORT SHALL BE INSTALLED AT LEAST 18" ABOVE THE FLOOR. THE DISCHARGE PORT SHALL BE INSTALLED AT GREATER THAN 5'-0" OFF THE FLOOR MUST INCLUDE AN APPROVED SAFETY PLATFORM FOR TEST PROCEDURES.
4. A DEVICE CANNOT BE INSTALLED CLOSER THAN TWENTY-FOUR INCHES (24") FROM A CEILING OR ANY VERTICAL OBSTRUCTIONS(S).
5. A MINIMUM OF THREE INCHES (12") OF CLEAR SPACE SHALL BE MAINTAINED ABOVE THE SHUT OFF VALVE.
6. A MINIMUM OF THIRTY INCHES (30") IS REQUIRED IN FRONT OF THE BACKFLOW PREVENTER, A MINIMUM OF FORTY INCHES (40") IS REQUIRED BEHIND THE BACKFLOW PREVENTER.
7. VALVES MUST BE SITUATED ON BOTH SIDES OF THE BACKFLOW PREVENTION DEVICE, A STRAINER MUST BE PLACED ON THE FLOW SIDE OF ALL DEVICES OTHER THAN FIRE SERVICES UNLESS DOUBLE CHECK VALVES.
8. ADEQUATE HEAD TO PREVENT FREEZING AND ADEQUATE LIGHT FOR TESTING AND MAINTENANCE WILL BE PROVIDED.
9. EXISTING WALLS TO BE RECOMMENDED/AMENDED UNDER SEPARATE APPLICATION, FILED BY THE PROPERTY OWNER.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY PERMITS AND PLUMBING SYSTEM WILL BE INSTALLED PROPERLY BASED ON THE VOLUME AND PRESSURE SUPPLIED BY THE HOT WATER SERVICE.
11. ENCLOSURE TO BE FURNISHED WITH DRAIN PORTS FOR FULL PORT BACKFLOW DISCHARGE, NOT ALLOWING BKG. DRAINING AND SHALL REMAIN TO EXIST.

ELECTRICAL NOTES:

1. ALL DIMENSIONS AND INTERFERENCES PER BASE CONTRACT NUMBER 22-522 ARE APPLICABLE IN THIS PROJECT.
2. REFER TO ELECTRICAL DETAILS OF E-1001 AND E-102.

CONSULTANT SEAL

THIS DOCUMENT IS VALID FOR THE
VIOLATION OF SECTION TWO OF THE
NEW YORK STATE EDUCATION LAW

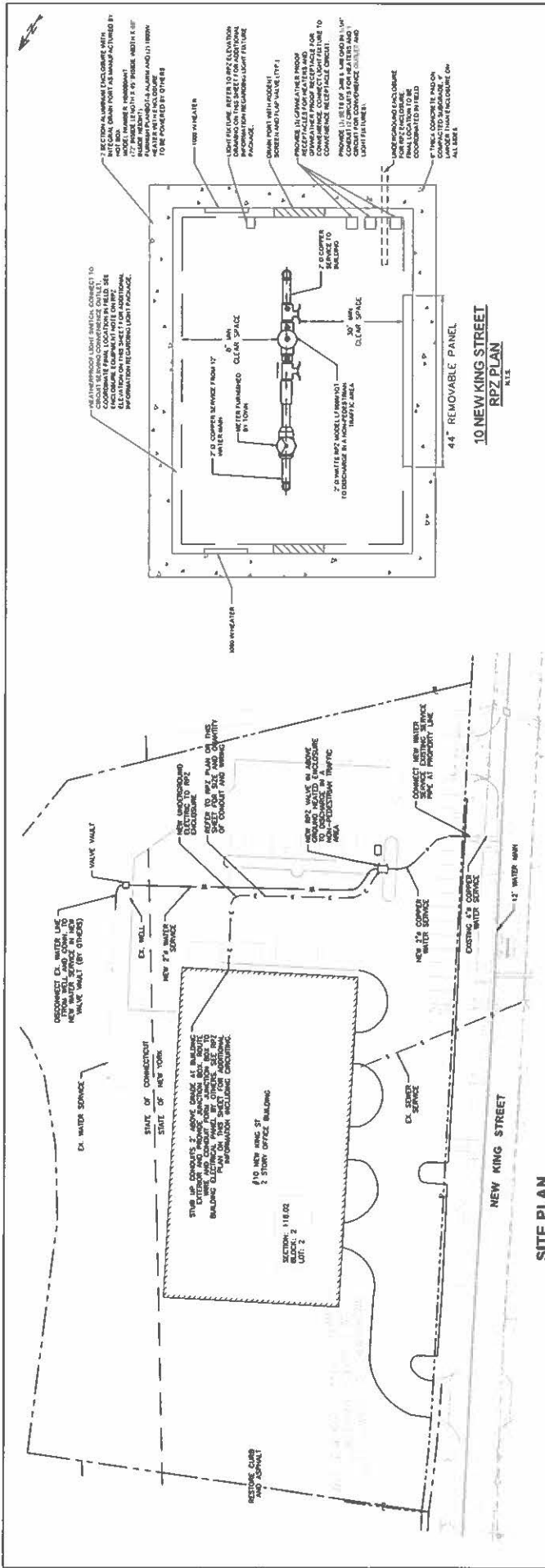
CHECKED BY: ALG
DATE: 8/21/24
MADE BY: ALG

REVISION NUMBER
3 8/21/24 ALG FIELD TO CONTRACTOR FOR PENDING
2 8/21/24 ALG REVISION FOR MODIFICATIONS
1 8/21/24 ALG REVISION FOR MODIFICATIONS

RECORD DRAWING CERTIFICATION
☐ AS BUILT - CHANGES AS NOTED
☐ AS BUILT - NO CHANGES
CONTRACTOR
NAME _____ DATE _____
SIGNATURE _____ TITLE _____
PROJECT COORDINATOR
NAME _____ DATE _____
SIGNATURE _____ TITLE _____

WESTCHESTER COUNTY, NEW YORK
DEPARTMENT OF PUBLIC WORKS AND TRANSPORTATION
DIVISION OF ENGINEERING
DOMESTIC WATER SYSTEM IMPROVEMENTS, WESTCHESTER COUNTY AIRPORT
TOWNS OF HARRISON, NORTH CASTLE & HILLAGE OF THE BROOK
#4 NEW KING STREET
BACKFLOW PREVENTION PLAN AND DETAILS

CONTRACT NUMBER 22-522
SHEET NO 1 OF 1
SCALE AS SHOWN
DATE 4/7/2024
DWG FILE NO

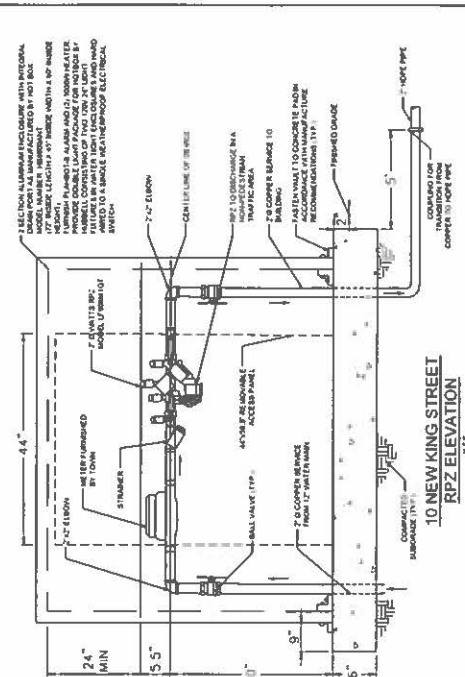


GENERAL NOTES:

1. ALL PROPOSED INSTALLATIONS OF BACKFLOW PREVENTION DEVICES(S) TO BE INSTALLED IN ALL EXISTING WATER SERVICES FOR HUMAN CONSUMPTION MUST BE IN ACCORDANCE WITH THE AMERICAN SAFE DRINKING WATER ACT (SECTION 1417).
2. THE DEPARTMENT OF HEALTH WILL ONLY ACCEPT THOSE BACKFLOW PREVENTION DEVICES/ASSEMBLIES WHICH HAVE BEEN LISTED BY THE DEPARTMENT OF HEALTH AS MEETING THE REQUIREMENTS OF THE AMERICAN SAFE DRINKING WATER ACT. THE DEPARTMENT OF HEALTH WILL NOT ACCEPT ANY OTHER DEVICES/ASSEMBLIES WHICH HAVE NOT BEEN LISTED BY THE DEPARTMENT OF HEALTH. THE DEPARTMENT OF HEALTH WILL NOT ACCEPT ANY DEVICES/ASSEMBLIES WHICH HAVE BEEN LISTED BY THE DEPARTMENT OF HEALTH BUT WHICH HAVE NOT BEEN INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF THE AMERICAN SAFE DRINKING WATER ACT. THE DEPARTMENT OF HEALTH WILL NOT ACCEPT ANY DEVICES/ASSEMBLIES WHICH HAVE BEEN LISTED BY THE DEPARTMENT OF HEALTH BUT WHICH HAVE NOT BEEN INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF THE AMERICAN SAFE DRINKING WATER ACT.
3. THE BACKFLOW PREVENTION DEVICES(S) MUST BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF THE AMERICAN SAFE DRINKING WATER ACT. THE DEPARTMENT OF HEALTH WILL NOT ACCEPT ANY DEVICES/ASSEMBLIES WHICH HAVE NOT BEEN LISTED BY THE DEPARTMENT OF HEALTH. THE DEPARTMENT OF HEALTH WILL NOT ACCEPT ANY DEVICES/ASSEMBLIES WHICH HAVE BEEN LISTED BY THE DEPARTMENT OF HEALTH BUT WHICH HAVE NOT BEEN INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF THE AMERICAN SAFE DRINKING WATER ACT. THE DEPARTMENT OF HEALTH WILL NOT ACCEPT ANY DEVICES/ASSEMBLIES WHICH HAVE BEEN LISTED BY THE DEPARTMENT OF HEALTH BUT WHICH HAVE NOT BEEN INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF THE AMERICAN SAFE DRINKING WATER ACT.
4. A DEVICES CANNOT BE INSTALLED CLOSER THAN TWENTY-FOUR INCHES (24") FROM A CEILING OR ANY VERTICAL OBSTRUCTIONS.
5. A MINIMUM OF TWELVE INCHES (12") OF CLEAR SPACE SHALL BE MAINTAINED ABOVE THE SHUT OFF VALVE.
6. A MINIMUM OF TWELVE INCHES (12") IS REQUIRED IN FRONT OF THE BACKFLOW PREVENTOR. A MINIMUM OF TWENTY-FOUR INCHES (24") IS REQUIRED TO THE RIGHT OF THE BACKFLOW PREVENTOR.
7. VALVES MUST BE INSTALLED ON BOTH SIDES OF THE BACKFLOW PREVENTION DEVICES. A SIGN MUST BE PLACED ON THE TOP SIDE OF ALL DEVICES OTHER THAN FIRE SERVICES UNLESS DOUBLE CHECK VALVES.
8. ADEQUATE HEAT TO PREVENT FREEZING AND ADEQUATE LIGHT FOR TESTING AND MAINTENANCE SHALL BE PROVIDED.
9. EXISTING WELLS TO BE DECOMMISSIONED/ABANDONED UNDER SEPARATE APPLICATION, RULED BY THE PROPERTY OWNER.
10. THE BUILDING OWNER IS RESPONSIBLE FOR COMPLETING THAT THE EXISTING BUILDING PLUMBING SYSTEM WILL BE MAINTAINED IN ACCORDANCE WITH THE REQUIREMENTS OF THE AMERICAN SAFE DRINKING WATER ACT. THE BUILDING OWNER IS RESPONSIBLE FOR COMPLETING THAT THE EXISTING BUILDING PLUMBING SYSTEM WILL BE MAINTAINED IN ACCORDANCE WITH THE REQUIREMENTS OF THE AMERICAN SAFE DRINKING WATER ACT.
11. ENCLOSEURE TO BE FURNISHED WITH DRAIN PIPES FOR FULL PORT BACKFLOW DISCHARGE, NOT ALLOWING WIND, DIRT, AND SMALL DEBRIS TO ENTER.

ELECTRICAL NOTES:

1. ALL CHANGES AND SPECIFICATIONS FOR BASE CONTRACT NUMBER 22-522 ARE APPLICABLE IN THIS PROJECT.
2. REFER TO ELECTRICAL DETAIL ON C-701 AND C-702.



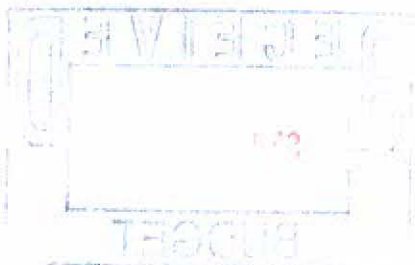
DEVELOPER AND ARCHITECTS WHITE PAPER, NEW YORK 10004 (212) 487-5300		COMPLIANCE SEAL STATE OF NEW YORK DEPARTMENT OF HEALTH DIVISION OF ENVIRONMENTAL HEALTH DIVISION OF ENVIRONMENTAL HEALTH DIVISION OF ENVIRONMENTAL HEALTH		RECORD DRAWING CERTIFICATION AS BUILT - CHANGES AS NOTED AS BUILT - NO CHANGES		WESTCHESTER COUNTY, NEW YORK DEPARTMENT OF PUBLIC WORKS AND TRANSPORTATION DIVISION OF ENGINEERING DOMESTIC WATER SYSTEM IMPROVEMENTS, WESTCHESTER COUNTY AIRPORT TOWNS OF HARRISON, NORTH CASTLE & VILLAGE OF THE BROOK #10 NEW KING STREET BACKFLOW PREVENTION PLAN AND DETAILS	
PROJECT COORDINATOR NAME: _____ SIGNATURE: _____ TITLE: _____		PROJECT COORDINATOR NAME: _____ SIGNATURE: _____ TITLE: _____		PROJECT COORDINATOR NAME: _____ SIGNATURE: _____ TITLE: _____		PROJECT COORDINATOR NAME: _____ SIGNATURE: _____ TITLE: _____	
REVISION NUMBER DATE MADE BY APP'D BY		REVISION NUMBER DATE MADE BY APP'D BY		REVISION NUMBER DATE MADE BY APP'D BY		REVISION NUMBER DATE MADE BY APP'D BY	
3 8/1/24 J.C. A.L.G. ISSUED TO CONTRACTOR FOR REVIEW		2 7/1/24 J.C. A.L.G. REVISED PER MOOD COMMENTS		1 8/1/24 J.C. A.L.G. REVISED PER MOOD COMMENTS		0 7/1/24 J.C. A.L.G. REVISED PER MOOD COMMENTS	
SHEET NO. 1 OF 1		SHEET NO. 1 OF 1		SHEET NO. 1 OF 1		SHEET NO. 1 OF 1	
SCALE: AS SHOWN		SCALE: AS SHOWN		SCALE: AS SHOWN		SCALE: AS SHOWN	
DATE: 6/1/2024		DATE: 6/1/2024		DATE: 6/1/2024		DATE: 6/1/2024	
OFF FILE NO.		OFF FILE NO.		OFF FILE NO.		OFF FILE NO.	

Bid Tabulation Sheet		Contract No.: 22-522			
				Triumph Construction Corp.	
ITEM No.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
A	Soil Erosion and Sediment Control	LS	1	\$ 100,000.00	\$ 100,000.00
B	Traffic Control	LS	1	\$ 200,000.00	\$ 200,000.00
C	Con Edison Fee Allowance	DC	1	\$ 50,000.00	\$ 50,000.00
D	Cement Lined Ductile Iron Water Main Pipe - 12" Diameter, Furnished and Installed	LF	5,900	\$ 400.00	\$ 2,360,000.00
E	Cement Lined Ductile Iron Water Main Pipe - 10" Diameter, Furnished and Installed	LF	45	\$ 300.00	\$ 13,500.00
F	Cement Lined Ductile Iron Water Main Pipe - 6" Diameter, Furnished and Installed	LF	90	\$ 150.00	\$ 13,500.00
G	Cement Lined Ductile Iron Water Main Pipe - 4" Diameter, Furnished and Installed	LF	320	\$ 100.00	\$ 32,000.00
H	Miscellaneous Water Min Fittings (Elbows, Bends, Fittings and Tees), Furnished and Installed	Pound	30,000	\$ 3.00	\$ 90,000.00
I	Inline Gate Valve - 12", Furnished and Installed	EA	33	\$ 5,000.00	\$ 165,000.00
J	Inline Gate Valve - 10", Furnished and Installed	EA	2	\$ 3,000.00	\$ 6,000.00
K	Inline Gate Valve - 6", Furnished and Installed	EA	12	\$ 2,000.00	\$ 24,000.00
L	Inline Gate Valve - 4", Furnished and Installed	EA	11	\$ 1,000.00	\$ 11,000.00
M	Insertion Valve (Live Shut Down) - 12", Furnished and Installed	EA	2	\$ 5,000.00	\$ 10,000.00
N	Fire Hydrant Assembly, Furnished and Installed	EA	12	\$ 5,000.00	\$ 60,000.00
O	Rock Removal and Disposal	CY	1,000	\$ 1.00	\$ 1,000.00
P	Temporary Asphalt Pavement	Ton	260	\$ 75.00	\$ 19,500.00
Q	Asphalt Top Course, Furnished and Placed	Ton	330	\$ 200.00	\$ 66,000.00
R	Asphalt Binder Course, Furnished and Placed	Ton	520	\$ 200.00	\$ 104,000.00
S	Pavement Sawcutting	LF	7,300	\$ 1.00	\$ 7,300.00
T	Sub-base Course, Furnished and Placed	CY	780	\$ 2.00	\$ 1,560.00
U	Select Fill, Furnished and Placed	CY	440	\$ 1.00	\$ 440.00
V	Bedding Sand, Furnish and Place	CY	970	\$ 1.00	\$ 970.00
W	Exploratory Excavation (Test Pits)	CY	170	\$ 300.00	\$ 51,000.00
X	Controlled Low Strength Material	CY	1,450	\$ 125.00	\$ 181,250.00
Y	Waste Transportation and Disposal	CY	2,800	\$ 35.00	\$ 98,000.00
Z	Crushed Stone, Furnished and Placed	CY	970	\$ 65.00	\$ 63,050.00
AA	Topsoil, Furnished and Placed	CY	90	\$ 75.00	\$ 6,750.00
BB	Grass Seed, Furnished and Placed	SY	800	\$ 15.00	\$ 12,000.00
CC	Culvert Replacement	LS	1	\$ 100,000.00	\$ 100,000.00
DD	Meter Vault, Furnish and Install	LS	1	\$ 600,000.00	\$ 600,000.00
EE	Tower Road Backflow Preventer Building	LS	1	\$ 1,000,000.00	\$ 1,000,000.00
FF	Airport Road Backflow Preventer Building	LS	1	\$ 1,000,000.00	\$ 1,000,000.00
GG	Groundwater Treatment and Disposal	LS	1	\$ 800,000.00	\$ 800,000.00
HH	MOBILIZATION (Must not exceed 2.00% of Subtotal Shown	LS	1	\$ 130,000.00	\$ 130,000.00
II	CONTRACT BONDS AND INSURANCE (Must not exceed 3.00% of Subtotal Shown Above)	LS	1	\$ 200,000.00	\$ 200,000.00
W800	MISCELLANEOUS ADDITIONAL WORK	DC	1	\$ 1,000,000.00	\$ 1,000,000.00
W851	TESTING OF MATERIALS AND FIELD TESTING EQUIPMENT	DC	1	\$ 100,000.00	\$ 100,000.00
				Total:	\$ 8,677,820.00

SCHEDULE "B"

PROJECT PROPERTY FOR EASEMENT

[to be attached]





52 Starr Ridge Road
Brewster NY 10509

Successor to Robert H. Bergendorff, James C. Edgett, William Alexander
www.TerryBergendorffCollins.com

T 845 279 4261
F 845 279 6838

OLA Consulting Engineers
New King Street
North Castle, New York
May 13, 2022
Job No. OLA – Westchester Airport
G:/Deeds/D&B/Westchester Airport/New King Street

All that certain plot, piece or parcel of land situate, lying and being in the Town of North Castle, County of Westchester and State of New York being more particularly described as follows:

Beginning at a point on the northerly line of lands of Westchester County Airport where the same is intersected by the southwesterly corner of lands now or formerly Safe Flight Instrument Co., as described in Control No. 423120658, and which point is the southeasterly corner of the parcel herein described; thence along the northerly the northerly line of lands of Westchester County Airport S $59^{\circ}24'40''$ W 61.07' to the easterly line of lands of Westchester County Airport; thence along the easterly line of lands of Westchester County Airport N $19^{\circ}49'28''$ W 383.38' to a point on a curve to the left; thence along said curve to the left having a radius of 1116.00', a central angle of $7^{\circ}55'00''$, a length of 154.20' and a chord of N $23^{\circ}46'58''$ W 154.08' to a point; thence partly along the easterly line of lands of Westchester County Airport and partly along the easterly line of lands 11 New King St. LLC, as described in Control No. 482600611 and Control No. 523563452, and partly along the easterly line of lands now or formerly New King Holdings, LLC, as described in Control No. 440400590, Parcel II, respectively, N $27^{\circ}44'28''$ W 698.96' to a point on a non-tangent curve to the right; thence along said curve to the right along the easterly line of lands now or formerly New King Holdings, LLC, as described in Control No. 440400590, Parcel II, having a radius of 1239.78', a central angle of $3^{\circ}55'10''$, a length of 84.81' and a chord of N $25^{\circ}47'14''$ W 84.79' to a point on a non-tangent curve to the left; thence continuing along the easterly line of lands now or formerly New King Holdings, LLC, as described in Control No. 440400590, Parcel II along said non-tangent curve to the left having a radius of 145.00', a central angle of $5^{\circ}34'42''$, a length of 14.12' and a chord of N $30^{\circ}05'41''$ W 14.11' to a point on the easterly line of "Lands of the People of the State of New York – Map 115 R-2, Parcel 181" as shown on filed map no. 15340 filed in the Westchester County Clerk's Office April 13, 1967; thence along the easterly line of lands as shown on said filed map no. 15340 N $19^{\circ}55'04''$ W 115.99' to a point on a non-tangent curve to the right on the westerly line of lands now or formerly Airport Campus I, II, III, IV & V; thence



52 Starr Ridge Road
Brewster NY 10509

Successor to Robert H. Bergendorff, James C. Edgett, William Alexander
www.TerryBergendorffCollins.com

T 845 279 4261
F 845 279 6838

along the westerly line of lands now or formerly Airport Campus I, II, III, IV & V along said non-tangent curve to the right having a radius of 205.00', a central angle of 39°30'51", a length of 141.38' and a chord of S 46°35'14" E 138.59' to a point on a non-tangent curve to the left; thence along said non-tangent curve to the left along the westerly line of lands now or formerly New King Holding, LLC, as described in Control No. 440400590, Parcel I, having a radius of 1179.78', a central angle of 4°00'49", a length of 82.65' and a chord of S 25°44'25" E 82.63' to a point; thence partly along the westerly line of New King Holding, LLC, as described in Control No. 440400590, Parcel I and partly along the westerly line of lands now or formerly Safe Flight Instrument Co., as described in Control No. 423120658, S 27°44'28" E 698.96' to a point on a curve to the right; thence along said curve to the right along the westerly line of lands now or formerly Safe Flight Instrument Co., as described in Control No. 423120658, having a radius of 1176.00', a central angle of 7°55'00", a length of 162.49' and a chord of S 23°46'58" E 162.36' to a point; thence S 19°49'28" E 371.97' to the point and place of beginning. Containing within said bounds 1.934 acres more or less.