

94413

DATE: June 29, 2022

TO: Board of Acquisition and Contract

FROM: Marguerite Beirne
Chief Information Officer

SUBJECT: Authority for the County of Westchester to amend the license agreement (IT-742) with SUEZ Water Westchester Inc. for the operation of radio equipment and antennas on the property located at Summit Avenue in Port Chester, New York, to recognize the new corporate name of the licensor, Veolia Water New York, Inc. and amend the license agreement to permit the County to modify the radio equipment and extend the term of the license agreement.

On September 1, 2005, your Honorable Board approved a resolution which authorized the County of Westchester (the "County") to enter into a license agreement with Aquarion Water Company of New York, Inc. ("Aquarion") whereby the County would install a radio shelter, antennae and related equipment on property located at Summit Avenue in Port Chester, New York ("Property") for an initial five-year term with automatic renewals for up to three (3) additional five (5) year periods at an annual license fee during the initial term of \$1,200 with an increase of 10% on the anniversary date of each successive five (5) year renewal term (the "Agreement"). The Agreement was duly executed.

In 2007, Aquarion notified the County that effective April 30, 2007, Aquarion was sold to United Waterworks Inc. and renamed United Water Westchester Inc. Thereafter, effective as of November 9, 2015, the company name was changed to SUEZ Water Westchester Inc.

On September 1, 2016, your Honorable Board approved a resolution, which authorized the County to enter into an amendment to the Agreement in order to change the corporate name of the licensor to SUEZ Water Westchester, Inc. and to permit the County to modify its equipment by adding a microwave dish and associated cables to its installation on the Property. All other terms and conditions of the Agreement, as amended, remained unchanged and in full force and effect (the "First Amendment"). The First Amendment was duly executed on September 13, 2016.

In 2022, SUEZ Water Westchester, Inc. notified the County that SUEZ Water Westchester, Inc. was sold to Veolia Water New York, Inc. and the company's new name is now Veolia Water New York, Inc. (the "Licensor").

Authorization is now sought to amend the Agreement, as amended, to provide for the following:

- 1) To recognize that the corporate name of the licensor has changed from SUEZ Water Westchester, Inc. to Veolia Water New York, Inc.;
- 2) To amend the equipment to add a load bank, an additional antenna and associated cables and perform certain other related improvements at the Property;
- 3) To amend the interference language so that if the County's installation or operation at the Property causes interference with other licensees at the Property, rather than the Licensor having the right to terminate the Agreement, as amended, the County must cease operation of the interfering equipment until the interference is resolved;
- 4) To give the County the right to modify its equipment in the event its equipment causes the Licensor to be in violation of any law or regulation regarding the protection of or operation of a public water supply prior to the Licensor having the right to terminate the Agreement;
- 5) To give the County the right to terminate the Agreement, as amended, on 6 months notice if it deems termination to be in its best interest;
- 6) To amend the term of the license renewal periods from three (3) five-year (5) periods to eight (8) five-year (5) periods;
- 7) To amend the default language concerning nonpayment of the license fee from being in default 10 days after receiving notice of nonpayment to being in default 10 business days after receiving notice of nonpayment;
- 8) To amend the cure period in the Default and Right to Cure section from a 5 day cure period to a 30 day cure period; and
- 9) To amend the notice period for the notice that the Licensor must provide the County to undertake extensive maintenance that may require the temporary protection of the County's equipment from 30 days to 9 months.

All other terms and conditions of the Agreement, as amended, shall remain unchanged and in full force and effect

The space occupied by the County houses equipment and antennas that are critical components of the County radio systems used for Fire and EMS communications and for operation of the Bee Line bus system. These radio systems serve a public purpose because they allow first responders and other government personnel to serve Westchester's residents by safeguarding their

property and health and by coordinating the operation of the County's public bus system. Approval of the attached resolution by your Honorable Board is requested.

This proposed amendment is exempt from procurement pursuant to Section 3(b) of the Westchester County Procurement Policy and Procedures regarding leases, licenses and concessions.

Approval of the attached resolution by your Honorable Board is requested.

MB/ran
Attachment

APPROVED BOARD OF ACQUISITION & CONTRACT - 06/30/2022 - RAYMOND SCULKY, SECRETARY

RESOLUTION

Upon a communication from the Chief Information Officer, be it hereby

RESOLVED, that the County of Westchester (“County”) is authorized to amend the license agreement for the operation of radio equipment and antennas on, and at the base of, the water tanks, located at Summit Avenue in Port Chester, New York, as amended by the first amendment to the license agreement, dated September 13, 2016, from SUEZ Water Westchester, Inc. (the “Licensor”) (collectively, the “Agreement”) to amend the Agreement as follows:

- 1) To recognize that the corporate name of the Licensor has changed from SUEZ Water Westchester, Inc. to Veolia Water New York, Inc.;
- 2) To amend the equipment to add a load bank, an additional antenna and associated cables and perform certain other related improvements at the Property;
- 3) To amend the interference language so that if the County’s installation or operation at the Property causes interference with other licensees at the Property, rather than the Licensor having the right to terminate the Agreement, as amended, the County must cease operation of the interfering equipment until the interference is resolved;
- 4) To give the County the right to modify its equipment in the event its equipment causes the Licensor to be in violation of any law or regulation regarding the protection of or operation of a public water supply prior to the Licensor having the right to terminate the Agreement;
- 5) To give the County the right to terminate the Agreement, as amended, on 6 months notice if it deems termination to be in its best interest;
- 6) To amend the term of the license renewal periods from three (3) five-year (5) periods to eight (8) five-year (5) periods;
- 7) To amend the default language concerning nonpayment of the license fee from being in default 10 days after receiving notice of nonpayment to being in default 10 business days after receiving notice of nonpayment;
- 8) To amend the cure period in the Default and Right to Cure section from a 5 day cure period to a 30 day cure period; and
- 9) To amend the notice period for the notice that the Licensor must provide the County to undertake extensive maintenance that may require the temporary protection of the County’s equipment from 30 days to 9 month; and be it further

RESOLVED, that all other terms and conditions of the Agreement, as amended, shall remain unchanged and in full force and effect; and be it further

RESOLVED, that the County Executive or his duly authorized designee is hereby authorized to execute and deliver any and all documents and to take all action necessary and appropriate to effectuate the purposes hereof.

Original Agreement \$9,259.00
 First Amendment \$0.00
 This Amendment \$58,422.46
 Second Amendment \$67,681.46

Account to be Charged / credited	Year	Fund	Dept	Major Program, Program & Phase Or Unit	Object / Sub Object	Trust Account	Dollars
	2022	101	20	1000	4070		\$602.14
	2022	101	44	1000	4070		\$622.91
	2022	101	38	2000	4070		\$372.15
	2023	101	20	1000	4070		\$602.14
	2023	101	44	1000	4070		\$622.91
	2023	101	38	2000	4070		\$372.15
	2024	101	20	1000	4070		\$602.14
	2024	101	44	1000	4070		\$622.91
	2024	101	38	2000	4070		\$372.15
	2025-2049	101	20	1000	4070		\$20,218.83
	2025-2049	101	44	1000	4070		\$20,916.04
	2025-2049	101	38	2000	4070		\$12,495.99

Budget Funding Year(s): 2005-2049 Start Date: October 27, 2005 End Date: October 31, 2049
 (must match resolution)

Funding Source Tax Dollars: \$58,422.46
 State Aid: _____
\$58,422.46 Federal Aid: _____
 (must match resolution) Other: _____

APPROVED BOARD OF ACQUISITIONS CONTRACT #201202 - RAYMOND GUILKY, SECRETARY