

112803

DATE: January 8, 2026

TO: Board of Acquisition and Contract

FROM: Marguerite Beirne  
Chief Information Officer  
Department of Information Technology

RE: AUTHORITY TO AMEND A LICENSE AGREEMENT (IT-781) WITH CABLEVISION LIGHTPATH LLC, PURSUANT TO WHICH IT INSTALLED AND HAS MAINTAINED A TELECOMMUNICATIONS "HUT" ON THE GRASSLANDS CAMPUS, BY EXTENDING THE TERM OF THE AGREEMENT BY FIVE (5) YEARS, TO A NEW TERMINATION DATE OF DECEMBER 31, 2030, AT NO COST TO THE COUNTY.

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BACKGROUND:

- Starting in 2001, Cablevision Lightpath, Inc. ("Lightpath") provided the County of Westchester (the "County") with various telecommunications services (the "Telecommunications Services"). The Telecommunications Services were provided under IT-233, as amended, through December 31, 2015 and have been provided under IT-1376, as subsequently amended, since January 1, 2016.
- During the term of IT-1376, as amended, Lightpath converted Cablevision Lightpath, Inc. from a corporation to a limited liability company, under the Laws of the State of Delaware that are applicable to it, and it therefore became known as Cablevision Lightpath LLC, rather than Cablevision Lightpath, Inc., for all purposes. Accordingly "Lightpath", as referenced herein, refers to either Cablevision Lightpath, Inc. or Cablevision Lightpath LLC, depending on the time period at issue, but concerns to the same entity.
- In order to deliver the Telecommunications Services to facilities located on the Grasslands campus, it was necessary for Lightpath to construct a telecommunications "hut" (the "Hut") on the Grasslands campus ("Grasslands"). By a resolution approved on May 11, 2000, your Honorable Board authorized the County to enter into a license agreement (IT-781) with Lightpath, pursuant to which Lightpath was to install and maintain the Hut, for a term commencing on June 1, 2000 and terminating on March 1, 2005 (the "License Agreement"). The License Agreement was subsequently executed.
- By a series of amendments authorized by your Honorable Board on April 1, 2005, December 22, 2010, December 10, 2015, and July 9, 2020, and subsequently executed by the County and Lightpath, the term of the License Agreement was repeatedly extended to match the extended term of the agreement pursuant to which Lightpath was to provide the Telecommunications Services. Accordingly, the term of the License Agreement expired on December 31, 2025.

- By a separate resolution, the County received authority from your Honorable Board to, among other things, extend the term of IT-1376, as amended, such that it will continue through December 31, 2030.
- In order to allow Lightpath to continue to have the Hut be located and maintained at Grasslands, so that the Telecommunications Services can continue to be provided to Grasslands under IT-1376, as amended, through its extended term, the County requests authority from your Honorable Board to amend the License Agreement, as amended, by extending its term by five (5) years, to a new termination date of December 31, 2030, at no cost to the County (the "Fifth Amendment"). During the proposed extended term of the License Agreement, all utility fees associated with the Hut will be paid by Lightpath.
- Except as specifically described above, all terms and conditions of the License Agreement shall remain the same and in full force and effect.
- The proposed Fifth Amendment will serve a public purpose by ensuring that the County can continue to receive the Telecommunications Services at Grasslands under IT-1376, as amended, through its extended term.
- The goal and objective of the proposed Fifth Amendment is to ensure that the County can continue to receive the Telecommunications Services at Grasslands under IT-1376, as amended, through its extended term.
- The goal and objective of the proposed Fifth Amendment is in the best interests of the County in terms of fiscal responsibility, as ensuring that the County can continue to receive the Telecommunications Services at Grasslands under IT-1376, as amended, through its extended term, will enable the County to properly receive, at Grasslands, the Telecommunications Services for which the County will be paying.
- The goal and objective of the proposed Fifth Amendment will be tracked and monitored by the staff of the Department of Information Technology.
- The proposed Fifth Amendment is exempt from the requirements of the Westchester County Procurement Policy pursuant to Section 3(b) thereof.

**ACTION REQUESTED:**

- Authority to amend the License Agreement by extending its term by five (5) years, to a new termination date of December 31, 2030, in order to allow Lightpath to have the Hut be located and maintained Grasslands, at no cost to the County, with all other terms and conditions to remain the same and in full force and effect.

I respectfully recommend adoption of the proposed resolution.

MB/LH/bdm/nn

## **RESOLUTION**

UPON A COMMUNICATION FROM THE CHIEF INFORMATION OFFICER,  
DEPARTMENT OF INFORMATION TECHNOLOGY, BE IT HEREBY

**RESOLVED**, that the County of Westchester (the "County") is hereby authorized to amend a license agreement (IT-781) with Cablevision Lightpath LLC ("Lightpath"), pursuant to which Lightpath installed and has maintained a telecommunications "hut" on the Grasslands campus ("Grasslands"), in order to deliver various telecommunications services to Grasslands, for a term commencing on June 1, 2000 and continuing through December 31, 2025, (the "Current License Agreement") by extending its term by five (5) years, to a new termination date of December 31, 2030, in order to allow Lightpath to continue to have the Hut be located and maintained at Grasslands, at no cost to the County; and be it further

**RESOLVED**, during the extended term of the Current License Agreement, all utility fees associated with the Hut will be paid by Lightpath; and be it further

**RESOLVED**, that except as specifically hereby authorized to be amended, all terms and conditions of the Current License Agreement shall remain the same 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

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Account to be  
Charged/Credited

Agreement IT-781. as amended

Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub-Object	Trust Account	Dollars
					\$0

Budget Funding Year(s): N/A    Start Date: 01/01/26    End Date: 12/31/30

Funding Source      Tax Dollars: N/A  
                                 State Aid: \_\_\_\_\_  
                                 Federal Aid: \_\_\_\_\_  
\$0  
(must match resolution) Other: \_\_\_\_\_