



Memorandum  
Department of Public Works and Transportation  
Office of the Commissioner

110835

**TO:** Board of Acquisition and Contract  
**FROM:** Hugh J. Greechan, Jr., PE  
Commissioner of Public Works and Transportation  
**DATE:** April 1, 2025  
**SUBJECT:** Authorization to extend the term of Agreement No. 19-923 with Merchant Aviation, LLC retroactively from December 31, 2024 until December 31, 2026

Pursuant to a Resolution approved on September 12, 2019, your Honorable Board authorized the County of Westchester ("County") to enter into Agreement No. 19-923 (the "Agreement") with Merchant Aviation, LLC ("Consultant"), 382 Springfield Avenue, Suite 411, Summit, New Jersey 07901. The Agreement dated October 1, 2019 was for Consulting Services associated with a Supplement to the Airport Master Plan, Westchester County Airport ("Airport"), Towns of Harrison and North Castle and Village of Rye Brook, New York to be completed no later than December 31, 2020. The Agreement was subsequently executed.

The Agreement was thereafter amended pursuant to a Resolution approved May 13, 2021, ("First Amendment") which authorized additional consulting services and also extended the term of the Agreement to December 31, 2022.

The Agreement was thereafter further amended pursuant to a Resolution approved January 12, 2023, ("Second Amendment") which authorized additional consulting services and also extended the term of the Agreement to December 31, 2024.

The Agreement was thereafter further amended pursuant to a Resolution approved July 20, 2023, ("Third Amendment") which authorized additional consulting services.

Some of the consulting services that are being provided pursuant to the Original Agreement, as amended by the First Amendment, Second Amendment and Third Amendment (collectively "Agreement") are still underway and require additional time to complete ("Remaining Work"). The County has been satisfied with the quality of services provided to date by the Consultant. The Remaining Work consists of a study to address parking challenges at the Airport, originally requested by the County Executive's Office. In order to have the work completed by the Consultant it is necessary to extend the term of the Agreement. The additional time is required largely due to a change in industry practices which impacted certain statistical analyses required in these efforts.

Authority of your Honorable Board is therefore requested to further amend the Agreement with the Consultant to extend the end date of the Agreement retroactively from December 31, 2024 until December 31, 2026, with no increase in the not-to-exceed amount of \$1,716,932.00.

The goal and objective of this Agreement is to prepare an update to the 2017 Airport Master Plan that more accurately accounts for the economic value of the Airport to the County and the impacts to the environment and residents as well as increases the transparency and level of public involvement in the master planning process for the Airport.

The objective of this term extension for the Remaining Work is in the County's best interest as it will provide for uninterrupted professional services pursuant to the Agreement for the Department project contained herein.

The work encompassed in this Amendment is not new, but rather, it is an integral part of the project that involves the same degree of skill, experience and complexity as the expertise generally described in the original project. Accordingly, this type of work was originally contemplated in the initial procurement process.

Funding for the work to be done has been appropriated in the Airport's 2023 operating budget. Additional years' work will be conditioned on subsequent appropriations. All of the funding for this contract would come from the Airport Special Revenue Fund. There would be no impact on the tax levy or any liability to County general funds.

The Department of Public Works and Transportation will track scheduling and accomplishments by the Consultant and perform on-site inspections to ensure the successful completion of this project. It is recognized and understood that the County shall evaluate the performance of this contract by the Consultant and shall use such evaluation in deciding to award future contracts to the Consultant.

I urge your favorable consideration of the annexed proposed Resolution.

HJG/BH/cg

# RESOLUTION

Upon communication from the Commissioner of Public Works and Transportation, be it hereby

RESOLVED, that the County of Westchester ("County"), acting by and through its Department of Public Works and Transportation ("Department"), be and is hereby authorized to further amend Agreement No. 19-923 ("Agreement") with Merchant Aviation, LLC ("Consultant"), 382 Springfield Avenue, Suite 411, Summit, New Jersey 07901, for the provision of Consulting Services in connection with a Supplement to the Airport Master Plan by extending the term retroactively from December 31, 2024 until December 31, 2026; and be it further

RESOLVED, that all other terms and conditions of the Agreement, including the not to exceed amount of \$1,716,932.00, shall remain the same; and be it further

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

Original Agreement	\$	980,418.00	(Consulting Services)
First Amendment		116,380.00	(Additional Consulting Services and Term Extension to 12/31/2022)
Second Amendment		563,134.00	(Additional Consulting Services and Term Extension to 12/31/2024)
Third Amendment		57,000.00	(Additional Consulting Services)
This Amendment		0.00	(Term Extension to 12/31/2026)
TOTAL	\$	1,716,932.00	

## Agreement No. 19-923

Account to be Charged/Credited	Fund	Dept	Major Program, Program & Phase or Unit	Object/ Sub Object	Bond Act No.	Dollars
	161	44	4110	4420-APDS	N/A	N/A

Budget Funding Year(s): 2025 Start Date: 10/01/19 End Date: 12/31/26  
(must match resolution)

Funding Source: Tax Dollars: \_\_\_\_\_ Contractor Federal I.D. No./  
State Aid: \_\_\_\_\_ Social Security No.: \_\_\_\_\_  
\$ 0.00 Federal Aid: \_\_\_\_\_ Vendor No.: \_\_\_\_\_  
(must match resolution) Other: 100% Airport Special Revenue Fund Encumbrance No.: \_\_\_\_\_