

OnBase ID #114028

DATE: July 1, 2026

TO: Board of Acquisition and Contract

FROM: Hugh J. Greechan, Jr., P.E.
Commissioner of Public Works and Transportation

SUBJECT: Resolution authorizing the County of Westchester to enter into a license agreement with the Town of Bedford in order to temporarily use approximately 9,050 square feet for storage and staging purposes and approximately 14,378.7 square feet for construction access, grading, temporary roadway detour, temporary bridge and work area purposes of the Town's property located at 65 Greenwich Road, Bedford, New York in conjunction with the County project concerning the rehabilitation of the Greenwich Road Bridge (County Road 12), which crosses over the Mianus River along Greenwich Road in the Town of Bedford, Westchester County, New York (BIN 3347940). (Agreement No. 26-926)

Authority is requested for the County of Westchester (the "County") to enter into a license agreement (the "License Agreement") with the Town of Bedford (the "Municipality") to allow the County to temporarily use approximately 9,050 square feet for storage and staging purposes and approximately 14,378.7 square feet (the "Licensed Areas") for construction access, grading, temporary roadway detour, temporary bridge and work area purposes of the Municipality's property located at 65 Greenwich Road, Bedford, New York in conjunction with the County project concerning the rehabilitation of the Greenwich Road Bridge (County Road 12), which crosses over the Mianus River along Greenwich Road in the Town of Bedford, Westchester County, New York (BIN 3347940) (the "County Project").

In order to coordinate the various parts of the County Project, the County shall give notice by letter of the start date for the Project ("Notice to Commence"). The term of the License Agreement shall commence upon the start date set forth in the Notice to Commence and expire eighteen months (18) thereafter. The County shall have the option to renew the Agreement for an additional one (1) year renewal period upon the same terms and conditions upon delivering a letter to the Municipality exercising its option to renew, subject to the County receiving all necessary legal approvals.

There is no charge to the County for the license. However, the County is requesting authority to indemnify the Town as follows:

This Project is in the public's best interest in that successful completion of the Project will increase motorist safety through the replacement of a substandard bridge.

This License Agreement will benefit the public as it will allow for temporary storage and construction staging of equipment and construction access, grading, temporary roadway detour, temporary bridge and work area necessary for this Project.

The License Agreement is exempt from the County of Westchester Procurement Policy pursuant to Section 3(b), which states that the policy shall not apply to real property, leases, licenses and concessions.

I recommend the approval of the attached proposed Resolution.

HG/ran
Attachment

RESOLUTION

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

RESOLVED, that the County of Westchester (the “County”) is hereby authorized to enter into a license agreement (“License Agreement”) with the Town of Bedford (the “Municipality”) to allow the County to use a portion of the Town’s property located at 65 Greenwich Road, Bedford, New York (the “Licensed Premises”) for the storage and staging of equipment, supplies, vehicles and other property in conjunction with the County project for the rehabilitation of the Greenwich Road Bridge (County Road 12), which crosses over the Mianus River along Greenwich Road in the Town of Bedford, Westchester County, New York (BIN 3347940); and be it further

RESOLVED, that, in order to coordinate the various parts of the Project, the County shall give notice to the Municipality by letter of the start date for the Project (“Notice to Commence”), and the term of the License Agreement shall commence upon the start date set forth in the Notice to Commence and expire eighteen months (18) thereafter with the County having the option to renew the Agreement for an additional one (1) year renewal period upon the same terms and conditions by delivering a letter to the Town exercising its option to renew, subject to the County receiving all necessary legal approvals; and be it further

RESOLVED, there is no charge to the County for the license; and be it further

RESOLVED, that the County is authorized to indemnify the Municipality as follows:

To the fullest extent permitted by law, the County agrees to indemnify, hold harmless and defend the Municipality, its officers, employees, agents, and elected officials (“Indemnified Party”) from and against any and all losses, claims, liabilities, costs and expenses, including reasonable attorneys’ fees, if any, which the Municipality may suffer or incur in connection with the negligent acts or omission or willful misconduct of the County, its agents or employees, arising out of the County’s use of the Licensed Areas, unless such loss, claim, liability, cost or expense is attributable to the Indemnified Party’s negligent acts or omissions or willful misconduct. This provision shall survive the termination or expiration of the Agreement; and, be it further

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

Agreement No. 26-926

Account to be Charged/Credited	Fund	Dept.	Major Program, Program & Phase Or Unit	Object/ Sub-Object	Trust Account	Dollars

Budget Funding Year(s): _____ Start Date: Upon Execution End Date: 2 Years After Execution
 (must match resolution)

Funding Source

\$0.00
 (must match resolution)

Tax Dollars: _____
 State Aid: _____
 Federal Aid: _____
 Other: _____