

ID 109621

Date: July 26, 2024

To: Honorable Board of Acquisition and Contract

From: Kathleen O'Connor
Commissioner of Parks, Recreation and Conservation

Re: Authority for the County of Westchester to enter into a Temporary Easement Agreement with the City of New Rochelle for use by the County of approximately .53 acres of City-owned property located adjacent to New Rochelle Harbor in order to facilitate a capital project to rehabilitate the Glen Island Bridge.

By Act No. 29-2024 adopted on March 4, 2024, the County Board of Legislators authorized the County of Westchester (the "County") to accept a temporary easement (the "Easement") from the City of New Rochelle (the "City") over approximately .53 acres of City-owned property located adjacent to New Rochelle Harbor, in order to facilitate a capital project to rehabilitate of the Glen Island Bridge. Pursuant to Section 161.01 of the County Charter, the approval of your Honorable Board is also required.

By way of background, the County plans to undertake a capital project ("RGI04 – Glen Island Bridge Rehabilitation III) in connection with the rehabilitation of the Glen Island Bridge (the "Project"), which serves as a means of ingress and egress to the County-owned Glen Island Park. The Project requires the County to have access to City-owned property consisting of approximately .53 acres of a portion of tax Lot 0001 in tax Block 490, Section 2, as shown on the Tax Map of the City (the "Property"). The Property over which the Easement will be granted will be used as a construction access and staging area, as well as a site for the construction of a temporary bridge to enable access to Glen Island Park while the Glen Island Bridge is being rehabilitated. Additionally, because the Project is being financed with County Bonds, the Easement will serve as a financeable property interest required for the issuance of said bonds.

Accordingly, authority is requested to enter into an agreement with the City pursuant to which the City will grant the County the Easement in, on, upon, across, through and over the Property, to facilitate the Project (the Agreement"). In consideration for the grant of Easement, the County will pay the City the sum of One (\$1.00) Dollar. The term of the Agreement will commence upon execution thereof by both parties and approval of same by the Office of the County Attorney, and will expire upon completion of the Project.

The County will be required to indemnify, defend, and hold harmless the City as follows:

“To the fullest extent permitted by law, the County, its successors or assigns, shall indemnify, defend and hold harmless the City, its employees, officers, successors and assigns (collectively the “Indemnitees”) from and against any and all third party claims, lawsuits, damages, fines, causes of action, judgments, penalties, costs, liabilities, settlements, fees and expenses (including reasonable attorneys' fees, court costs and disbursements), losses and awards directly arising out of or as a direct result of (i) this Easement; (ii) construction, reconstruction or maintenance work done by or on behalf of Grantee on or around the Easement Area; (iii) the use, possession, enjoyment or operation of the Easement Area by the County or any of its employees, invitees (including the general public), agents, employees or contractors; (iv) any negligent or willful act or omission by the County or anyone acting under the direction or control of the County; or (v) any violation of law or default hereunder. This provisions shall survive the expiration or termination of this Agreement.”

The Agreement is exempt from the operation of the Westchester County Procurement Policy pursuant to Section 3 (b) thereof.

I most respectfully recommend approval of the attached proposed Resolution.

KOC/RL/jpg/nn
Attachment

APPROVED BOARD OF ACQUISITION & CONTRACT - 08/08/2024 - RAYMOND SCULLY, SECRETARY

RESOLUTION

Upon a communication from the Commissioner of Parks, Recreation and Conservation, be it hereby

RESOLVED, that the County of Westchester (the “County”), acting by and through its Department of Parks, Recreation & Conservation (the “Department”), is hereby authorized to enter into a Temporary Easement Agreement (the “Agreement”) with the City of New Rochelle (the “City”), pursuant to which the City will grant the County a temporary easement in, on, upon, across, through and over a portion of City-owned property (the “Easement”), consisting of approximately .53 acres of a portion of tax Lot 0001 in tax Block 490, Section 2, as shown on the Tax Map of the City, to be used by the County, its successors, assigns, employees, invitees, agents, independent contractors and subcontractors, to facilitate a capital project to rehabilitate the Glen Island Bridge (the “Project”); and be it further

RESOLVED, that the term of the Agreement shall commence upon execution thereof by both parties and approval of same by the Office of the County Attorney, and will expire upon completion of the Project; and be it further

RESOLVED, that in consideration for the grant of Easement, the County will pay the City the sum of One (\$1.00) Dollar; and be it further

RESOLVED, that the County will be required to indemnify, defend, and hold harmless the City as follows:

“To the fullest extent permitted by law, the County, its successors or assigns, shall indemnify, defend and hold harmless the City, its employees, officers, successors and assigns (collectively the “Indemnitees”) from and against any and all third party claims, lawsuits, damages, fines, causes of action, judgments, penalties, costs, liabilities, settlements, fees and expenses (including reasonable attorneys' fees, court costs and disbursements), losses and awards directly arising out of or as a direct result of (i) this Easement; (ii) construction, reconstruction or maintenance work done by or on behalf of Grantee on or around the Easement Area; (iii) the use, possession, enjoyment or operation of the Easement Area by the County or any of its employees, invitees (including the general public), agents, employees or contractors; (iv) any negligent or willful act or omission by the County or anyone acting under the direction or control of the County; or (v) any violation of law or default hereunder. This provisions shall survive the expiration or termination of this Agreement.”

; and be it further

RESOLVED, that the County Executive or his authorized designee is hereby authorized to execute all instruments and take all actions reasonably necessary to implement this Resolution.

Agreement # PRC-_____

Account to be
Charged/Credited

Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub- Object	Trust Account	Dollars
165	42	1100	4380		\$ 1.00

Budget Funding Year(s) 2024 Start Date upon execution End Date upon project completion
(must match resolution)

Funding Source Tax Dollars X

State Aid _____

\$ 1.00 Federal Aid _____

(must match resolution)

Other _____

APPROVED BOARD OF ACQUISITION & CONTRACT - 08/08/2024 - RAYMOND SCULKY, SECRETARY