

**ID #113737****DATE:** May 14, 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 New York and Presbyterian Hospital in order to temporarily use approximately 3,033 square feet of land located at 1111 Westchester Avenue, White Plains, New York for storage and staging of equipment, supplies, vehicles or other property, construction access, grading, temporary excavation and filling, temporary roadway detour, temporary bridge and work area, in conjunction with the County project concerning the rehabilitation of the Westchester Avenue East Bridge (County Road No. 62), which crosses over the Mamaroneck River in the City of White Plains, New York (BIN 3358540). (Agreement No. 26-801)

---

Authority is requested for the County of Westchester (the "County") to enter into a license agreement (the "License Agreement") with The New York and Presbyterian Hospital ("Licensor") in order to temporarily use approximately 3,033 square feet of land located at 1111 Westchester Avenue, White Plains, New York for storage and staging of equipment, supplies, vehicles or other property, construction access, grading, temporary excavation and filling, temporary roadway detour, temporary bridge and work area, in conjunction with the County project concerning the rehabilitation of the Westchester Avenue East Bridge (County Road No. 62), which crosses over the Mamaroneck River in the City of White Plains, New York (BIN 3358540) (the "County Project").

In order to coordinate the various parts of the County Project, the County will give the Licensor notice by letter of the start date for the Project ("Notice to Commence"). The term of the License Agreement will commence upon the start date set forth in the Notice to Commence and expire eight months (8) thereafter. The County will pay a fee of \$1.00 for the license. The agreement will require the County to indemnify the Licensor as follows:

"To the fullest extent permitted by law, the County agrees to indemnify, hold harmless and defend the Licensor, its affiliates, subsidiaries, 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 Licensor 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 Area, except if and to the extent such loss, claim, liability, cost or expense is caused by the Indemnified Party's negligent acts or omissions or willful misconduct. This provision shall survive the termination or expiration of the Agreement."

The goal and objective of this agreement is to secure a temporary construction easement to facilitate access and workspace necessary for the completion of the proposed bridge improvements.

This License Agreement will benefit the public as it will allow for temporary storage and construction staging of equipment 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.

HJG/dlv  
Attachment

# RESOLUTION

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

**RESOLVED**, that the County of Westchester (the “County”) is hereby authorized to enter into a license agreement (“License Agreement”) with The New York and Presbyterian Hospital (“Licensor”) in order to temporarily use approximately 3,033 square feet of land located at 1111 Westchester Avenue, White Plains, New York for storage and staging of equipment, supplies, vehicles or other property, construction access, grading, temporary excavation and filling, temporary roadway detour, temporary bridge and work area, in conjunction with the County project concerning the rehabilitation of the Westchester Avenue East Bridge (County Road No. 62), which crosses over the Mamaroneck River in the City of White Plains, New York (BIN 3358540) (the “County Project”); and be it further

**RESOLVED**, that, in order to coordinate the various parts of the Project, the County will give the Licensor notice by letter of the start date for the Project (“Notice to Commence”). The term of the License Agreement will commence upon the start date set forth in the Notice to Commence and expire eight months (8) thereafter. The County will pay a fee of \$1.00 for the license; and be it further

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

“To the fullest extent permitted by law, the County agrees to indemnify, hold harmless and defend the Licensor, its affiliates, subsidiaries, 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 Licensor 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 Area, except if and to the extent such loss, claim, liability, cost or expense is caused by 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. 26-801

Account to be Charged/credited	Fund	Dept.	Major Program, Program & Phase Or Unit	Object/ Sub Object	Trust Account	Dollars
	101	46	2000	4380		\$1.00

Budget Funding Year(s) 2026 Start Date: Upon Commencement End Date: 8 Mos. After Commencement  
(must match resolution)

Funding Source: Tax Dollars \$1.00  
 State Aid \_\_\_\_\_  
\$1.00 Federal Aid \_\_\_\_\_  
 (must match resolution) Other \_\_\_\_\_