

OnBase ID #114065

DATE: July 17, 2026

TO: Honorable Member of the Board of Acquisition and Contract

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

SUBJECT: AGREEMENT NO. 26-927
Resolution authorizing the County of Westchester to enter into temporary easement agreements in connection with the project to rehabilitate the Greenwich Road Bridge (County Road 12) over the Mianus River (BIN 3347940), along Greenwich Road in the Town of Bedford, Westchester County, New York.

On May 18, 2026, the Westchester County Board of Legislators adopted Act No. 2026-202 authorizing the County of Westchester ("County") to enter into temporary easement agreements in connection with the rehabilitation of the Greenwich Road Bridge (County Road 12) over the Mianus River (BIN 3347940) along Greenwich Road in the Town of Bedford, Westchester County, New York as follows:

1. A temporary easement agreement with Raminder Oberoi and Gyani Gurpreet, or the current owners of record, for the real property located within the Town of Bedford, Westchester County, State of New York and situated adjacent to the Greenwich Road Bridge along Greenwich Road, as follows:

Parcel 1, for use as a temporary easement, consisting of approximately 7,325.4 sq. ft. more or less, being a portion of Lot 18 in Block 1, Section 84.15, as shown on the Tax Map of the Town of Bedford, New York.

The amount to be paid for the temporary easement rights of Parcel 1 shall not exceed Five Thousand, Seven Hundred and Twenty (\$5,720.00) Dollars for the term of the easement agreement and an additional amount not to exceed Two Thousand, Eight Hundred and Sixty (\$2,860.00) Dollars if the County exercises its option to renew the easement agreement for an additional one-year renewal period.

2. A temporary easement agreement with The Sally L. Kroll 2020 Revocable Living Trust, Dated October 26, 2020, or the current owners of record, for the real property located within the Town of Bedford, Westchester County, State of New York and situated adjacent to the Greenwich Road Bridge along Greenwich Road, as follows:

Parcel 2, for use as a temporary easement, consisting of approximately 7,844.8 sq. ft more or less, being a portion of Lot 2 in Block 2, Section 84.15, as shown on the Tax Map of the Town of Bedford.

The amount to be paid for the temporary easement rights of Parcel 2 shall not exceed Seven Thousand and Sixty (\$7,060.00) Dollars for the term of the easement agreement and an additional amount not to exceed Three Thousand Five Hundred and Thirty (\$3,530.00) Dollars if the County exercises its option to renew the easement agreement for an additional one-year renewal period.

3. A temporary easement agreement with Matthew Scherer and Deena Scherer, or the current owners of record, for the real property located within the Town of Bedford, Westchester County, State of New York and situated adjacent to the Greenwich Road Bridge along Greenwich Road, as follows:

Parcel 3, for use as a temporary easement, consisting of approximately 2,208.5 sq. ft. more or less, being a portion of Lot 1 in Block 2, Section 84.15, as shown on the Tax Map of the Town of Bedford.

The amount to be paid for the temporary easement rights of Parcel 3 shall not exceed One Thousand, One Hundred and Fifty (\$1,150.00) Dollars for the term of the easement agreement and an additional amount not to exceed Five Hundred and Seventy-Five (\$575.00) Dollars for the renewal period if the County exercises its option to renew the easement agreement for an additional one-year renewal period.

The County will give notice by letter of the start date for the Project ("Notice to Commence") to each property owner. The term of each easement agreement shall commence upon the start date set forth in the Notice to Commence (the "Commencement Date") and shall terminate two (2) years thereafter unless renewed by the County. The County shall have the option to renew each easement agreement for an additional one (1) year renewal period upon the same terms and conditions contained therein upon the County delivering a letter to the property owner exercising its option to renew, subject to the County receiving all necessary legal approvals. The County also seeks authority to indemnify the property owners as follows:

To the fullest extent permitted by law, the County, its successors or assigns, shall indemnify, defend and hold harmless the Grantor(s), their successors and assigns, (collectively the "Indemnitees") from and against any and all claims, damages, fines, causes of action, judgments, penalties, costs, liabilities, reasonable attorneys fees, and losses that may arise during or after the Term as a 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 officers, employees, invitees (including the general public), agents, contractors or subcontractors, (iv) any act or omission by the County or anyone acting by or on behalf of the County, or (v) any default hereunder.

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. Energy and environmental effects are positive as failure to rehabilitate the structure could result in closure of the bridge, which would result in significant detours and congestion. This Department will track scheduling and accomplishments during construction to insure the successful completion of this Project.

A Resolution to accomplish the foregoing is attached hereto.

HC/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 ("County") is authorized to enter into a temporary easement agreement in connection with the rehabilitation of the Greenwich Road Bridge with Raminder Oberoi and Gyani Gurpreet, or the current owners of record, for the real property located within the Town of Bedford, Westchester County, State of New York and situated adjacent to the Greenwich Road Bridge along Greenwich Road, as follows:

Parcel 1, for use as a temporary easement, consisting of approximately 7,325.4 sq. ft. more or less, being a portion of Lot 18 in Block 1, Section 84.15, as shown on the Tax Map of the Town of Bedford, New York.

The amount to be paid for the temporary easement rights of Parcel 1 shall not exceed Five Thousand, Seven Hundred and Twenty (\$5,720.00) Dollars for the term of the easement agreement and an additional amount not to exceed Two Thousand, Eight Hundred and Sixty (\$2,860.00) Dollars if the County exercises its option to renew the easement agreement for an additional one-year renewal period; and be it further

RESOLVED, that the County is also authorized to enter into a temporary easement agreement in connection with the rehabilitation of the Greenwich Road Bridge with The Sally L. Kroll 2020 Revocable Living Trust, Dated October 26, 2020, or the current owners of record, for the real property located within the Town of Bedford, Westchester County, State of New York and situated adjacent to the Greenwich Road Bridge along Greenwich Road, as follows:

Parcel 2, for use as a temporary easement, consisting of approximately 7,844.8 sq. ft. more or less, being a portion of Lot 2 in Block 2, Section 84.15, as shown on the Tax Map of the Town of Bedford.

The amount to be paid for the temporary easement rights of Parcel 2 shall not exceed Seven Thousand and Sixty (\$7,060.00) Dollars for the term of the easement agreement and an additional amount not to exceed Three Thousand Five Hundred and Thirty (\$3,530.00) Dollars if the County exercises its option to renew the easement agreement for an additional one-year renewal period; and be it further

RESOLVED, that the County is also authorized to enter into a temporary easement agreement in connection with the rehabilitation of the Greenwich Road Bridge with Matthew Scherer and Deena Scherer, or the current owners of record, for the real property located within the Town of Bedford, Westchester County, State of New York and situated adjacent to the Greenwich Road Bridge along Greenwich Road, as follows:

Parcel 3, for use as a temporary easement, consisting of approximately 2,208.5 sq. ft. more or less, being a portion of Lot 1 in Block 2, Section 84.15, as shown on the Tax Map of the Town of Bedford.

The amount to be paid for the temporary easement rights of Parcel 3 shall not exceed One Thousand, One Hundred and Fifty (\$1,150.00) Dollars for the term of the easement agreement and an additional amount not to exceed Five Hundred and Seventy-Five (\$575.00) Dollars for the renewal period if the County exercises its option to renew the easement agreement for an additional one-year renewal period; and be it further

RESOLVED, that the County will give notice by letter of the start date for the Project ("Notice to Commence") to each property owner. The term of each easement agreement shall commence upon the start date set forth in the Notice to Commence (the "Commencement Date") and shall terminate two (2) years thereafter unless renewed by the County. The County shall have the option to renew each easement agreement for an additional one (1) year renewal period upon the same terms and conditions contained therein upon the County delivering a letter to the property owner exercising its option to renew, subject to the County receiving all necessary legal approvals; and be it further

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

To the fullest extent permitted by law, the County, its successors or assigns, shall indemnify, defend and hold harmless the Grantor(s), their successors and assigns, (collectively the "Indemnitees") from and against any and all claims, damages, fines, causes of action, judgments, penalties, costs, liabilities, reasonable attorneys fees, and losses that may arise during or after the Term as a 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 officers, employees, invitees (including the general public), agents, contractors or subcontractors, (iv) any act or omission by the County or anyone acting by or on behalf of the County, or (v) any default hereunder.

; 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; and be it further

RESOLVED, that this Resolution shall take effect immediately.

Agreement No. 26-927

Account to be Charged/Credited	Fund	Dept.	Major Program, Program & Phase Or Unit	Object/ Sub-Object	Bond Act	Dollars
	366	46	RB03T-01-E		166-2019	\$20,895.00

Budget Funding Year(s): 2026 Start Date: 7/31/2026 End Date: 12/31/2029
(must match resolution)

Funding Source Tax Dollars: 100% County
\$20,895.00 State Aid: _____
(must match resolution) Federal Aid: _____
Other: _____