

44125

DATE: January 6, 2015

TO: Board of Acquisition and Contract

FROM: Jay T. Pisco, P.E.
Commissioner of Public Works and Transportation

Mary J. Mahon
Senior Assistant to County Executive/Director of Real Estate

RE: Authority to enter into a permanent easement agreement with the New York Medical College to use part of the County's property at the Grasslands Reservation for the purpose of constructing, using and thereafter maintaining and/or repairing a pedestrian path/walkway to be used by members of the general public, except motorized vehicular use shall be prohibited. (Agreement No. 15-907)

Authority is requested for the County of Westchester (the "County") to enter into an agreement with New York Medical College ("NYMC") pursuant to which the County will grant a non-exclusive permanent easement ("Easement") to the NYMC, its subsidiaries, employees, agents and contractors in, upon, under and over portions of the Grasslands Reservation for the purpose of constructing, using and thereafter maintaining and/or repairing a pedestrian path/walkway, and crosswalks, crosswalk signals, lighting, emergency phone system, street furniture and landscaping (collectively the "Improvements"). The Improvements are intended to be used by members of the general public, except motorized vehicular use shall be prohibited.

Upon completion of the Improvements and for the duration of the Easement, the NYMC, at its sole cost and expense, shall have a continuing obligation to repair and maintain the Improvements in accordance with all applicable codes, rules and regulations and shall be responsible for snow and ice removal, any and all utility connections and also for payment of all utilities consumed in connection with the Improvements.

The NYMC will also be given a temporary license to utilize a portion of the County's land adjoining the easement area solely for the purpose of ingress and egress and construction staging necessary for the construction of the Improvements ("License Area"). The NYMC shall work diligently to complete the Improvements in the License Area and shall complete the work within eighteen (18) months of execution of the Easement Agreement. The temporary license shall automatically terminate upon completion of the Improvements and the NYMC will be required, at its sole cost and expense, to restore the License Area to substantially the condition prior to the NYMC's use thereof.

As consideration for the grant of this Easement, the NYMC will pay the sum of One (\$1.00) Dollar, fee waived, and title to the Improvements shall vest in the County upon completion of the Improvements. Unless otherwise provided herein, the County will not incur any costs in connection with the grant of this Easement or License. In addition, the NYMC will also indemnify and hold harmless the County, its officers, elected officials, employees, and agents from and against any and all liability, claims, demands, costs, judgments, fees and attorneys' fees or loss arising directly or indirectly out of the construction, maintenance, use, and/or repair of the Improvements by any person. Upon completion of the Improvements the addition of this path/walkway will enhance the campus environment and add value to County property.

In addition, the Easement Agreement will exist for as long as the NYMC owns and operates an accredited medical school at the Grasslands Reservation. Should the NYMC no longer own and operate an accredited medical school at this location, then the Easement Agreement and the Easement will automatically terminate. Upon such termination, the NYMC will promptly execute any and all documents required to extinguish the Easement and the rights granted to the NYMC thereunder. In the event of such termination of the Easement Agreement and Easement, the County may, without any cost to the County, require the NYMC, its successors or assigns to remove the Improvements and restore the Easement Area to its original condition, all at the sole cost and expense of the NYMC. If the NYMC fails to remove the Improvements and restore the Easement Area to its original condition, then the County shall have the right to do so. In such event, the NYMC will be required to reimburse the County out of pocket costs and expenses incurred in connection with such restoration within sixty (60) days of the date the County delivers an invoice therefore (which invoice shall be accompanied by reasonable documentation evidencing all third party costs and expenses).

In May 2011, the NYMC joined the Touro College and University System creating one of the largest biomedical higher education consortiums under one institutional banner in the United States. Presently the NYMC has more than 1,400 students, 1,338 residents and clinical fellows, and more than 3,000 faculty members. The NYMC in keeping up with its ever expanding population is seeking to create an environment conducive to learning and has been working with the County and its neighbors to create a campus feel, one that is easy to traverse and keeps with the picturesque setting of the Grasslands Reservation. The pathway will connect the NYMC's "main" campus to the NYMC's Dana Road Building at which the newly opened Clinical Skills/ Disaster Medicine Center and the incubator, The Biotechnology Center at NYMC, Inc., is located. The goals and objectives are in the best interests of the County because the pedestrian pathway will make it easier for employees and visitors to gain access to and from the NYMC campus. As such the Agreement will serve a public purpose by providing greater access to and around the Grasslands Reservation. The goals and objectives will be tracked and monitored by the Department.

The grant of an easement does not constitute a procurement of goods or services under the Westchester County Procurement Policy. On January 6, 2015 the Westchester County Board of Legislators adopted Act No. 2015-2 authorizing the County to enter into the proposed Easement Agreement. Based upon the foregoing, your approval of the attached Resolution is respectfully requested.

JTP/MJM/TSA

RESOLUTION

Upon a communication from the Commissioner of Public Works and Transportation and the Senior Assistant to County Executive/Director of Real Estate, be it hereby:

RESOLVED, that authority is granted for the County of Westchester (the "County") to enter into an agreement with New York Medical College ("NYMC") pursuant to which the County will grant a non-exclusive permanent easement ("Easement") to the NYMC, its subsidiaries, employees, agents and contractors in, upon, under and over portions of the Grasslands Reservation for the purpose of constructing, using and thereafter maintaining and/or repairing a pedestrian path/walkway, and crosswalks, crosswalk signals, lighting, emergency phone system, street furniture and landscaping (collectively the "Improvements"). The Improvements are intended to be used by members of the general public, except motorized vehicular use shall be prohibited; and be it further

RESOLVED that upon completion of the Improvements and for the duration of the Easement, the NYMC, at its sole cost and expense, shall have a continuing obligation to repair and maintain the Improvements in accordance with all applicable codes, rules and regulations and be responsible for snow and ice removal, any and all utility connections and also for payment of all utilities consumed in connection with the Improvements; and be it further

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RESOLUTION

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RESOLVED, that the County Executive or his duly authorized designee be, and hereby is, authorized to take such actions and execute such documents as may be necessary and appropriate to effectuate the purposes hereof.

Agreement No. 15-907

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

Budget Funding Year(s)
(must match resolution)

N/A Start Date upon execution End Date indefinite

Funding Source: Tax Dollars N/A

State Aid _____

\$ _____ Federal Aid _____

(must match resolution) Other _____