

**VILLAGE OF BUCHANAN RESOLUTION  
AUTHORIZING MAYOR TO ENTER INTO  
AN INTERMUNICIPAL AGREEMENT WITH  
WESTCHESTER COUNTY FOR BUS PASSENGER SHELTERS**

**Introduced by:** \_\_\_\_\_  
**Seconded by:** \_\_\_\_\_  
**Dated:** \_\_\_\_\_

**WHEREAS**, on August 1, 2011 the Village entered into an Intermunicipal Agreement with Westchester County to operate and maintain bus passenger shelters in the Village of Buchanan as well as provide advertising on said bus shelters for a period of five (5) years; and

**WHEREAS**, that prior Intermunicipal Agreement expired on June 30, 2021 and the Village Board is desirous of entering into a new Intermunicipal Agreement with Westchester County to operate and maintain bus passenger shelters in the Village of Buchanan for the period beginning on July 1, 2021 through June 30, 2026; and

**WHEREAS**, the County shall be required to hold harmless and defend the Village of Buchanan and its employees, officers and agents from all claims, suits and actions arising from the construction and maintenance of the shelters;

**NOW BE IT THEREFORE RESOLVED** that the Mayor is hereby authorized to execute said five (5) year Intermunicipal Agreement and all other necessary documents, between the Village of Buchanan and the County of Westchester, for the purposes of providing bus passenger shelters, and establishing the terms and conditions of same.

Upon Roll Call Vote:

Mayor Theresa Knickerbocker \_\_\_\_\_

Trustee Richard Funchion \_\_\_\_\_

Trustee Anthony Capicotti \_\_\_\_\_

Trustee Sean Murray \_\_\_\_\_

Trustee Nicolas Zachary \_\_\_\_\_

Vote: Resolution carried by a vote of \_\_\_\_ to \_\_\_\_

STATE OF NEW YORK):  
COUNTY OF WESTCHESTER )

I, CYNTHIA KEMPTER, Village Clerk of the Village of Buchanan, do hereby certify that the above is a true and exact copy of a Resolution adopted by the Village Board of the Village of Buchanan at a meeting of said Board held January 4, 2022.

\_\_\_\_\_  
Cynthia Kempter, Village Clerk

## INTERMUNICIPAL AGREEMENT

**THIS AGREEMENT** entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_ by and between

**THE COUNTY OF WESTCHESTER**, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine-Avenue, White Plains, New York 10601 (the "County"),

and

**THE VILLAGE OF BUCHANAN**, a municipal corporation of the State of New York, having an office and place of business at 236 Tate Avenue, Buchanan, NY 10511 (the "Cooperating Municipality").

### WITNESSETH:

**WHEREAS**, the County has entered into a License Agreement with a private franchisee to operate and maintain bus passenger shelters at various locations within the County as well as provide advertising on bus shelters; and

**WHEREAS**, the Cooperating Municipality is desirous of having the County provide bus passenger shelters within the Cooperating Municipality pursuant to said License Agreement for the comfort and benefit of its citizens.

**NOW, THEREFORE**, in consideration of the terms and conditions herein contained, the parties agree as follows:

FIRST: The County is hereby authorized to provide and maintain shelters pursuant to a License Agreement between the County and Signal Outdoor Advertising, LLC, or its successors or assigns (the "County Licensee"), at locations within the Cooperating Municipality, all as shown on Attachment "A" attached hereto and made a part hereof. The Cooperating Municipality further certifies and guarantees that the sites designated on Attachment "A" are legally designated bus stop locations or that the sites will be so designated prior to installation of new bus passenger shelters. If such designation is the responsibility of a governmental agency

other than the Cooperating Municipality, the Cooperating Municipality will use its reasonable efforts to obtain such designation.

Attachment "A" shall consist of:

1. A list of all bus shelters built under the County Bus Shelter Program located in the Cooperating Municipality.
2. A list of all necessary permits and the name of the municipal official who should be contacted. As the bus shelters are going to be provided as a municipal service, all permit fees shall be waived.

Upon mutual agreement between the County and the Cooperating Municipality, additional bus passenger shelters other than those in Attachment "A" may be installed. Any new approved shelters will be installed according to site suitability and passenger usage.

SECOND: The term of this Agreement shall be for five (5) years commencing on July 1, 2021 and expiring on June 30, 2026, which term coincides with the expiration of the License Agreement with the County Licensee (currently Signal Outdoor Advertising, LLC). A copy of the License Agreement is on file with the Westchester County Department of Public Works and Transportation ("WCDPWT") and may be examined by an authorized representative of the Cooperating Municipality upon reasonable notice to the County. This Agreement shall encompass presently existing bus passenger shelters and those constructed pursuant to the License Agreement.

THIRD: The design and installation of any bus passenger shelters to be erected within the Cooperating Municipality shall be similar to, but may vary in details from the design drawings entitled "Westchester County Bus Shelter Detail" and dated December, 2010, copies of which are on file with the Cooperating Municipality and the County (hereinafter the "Design Drawings"). In no event, however, shall the size and illumination of the advertising signs vary

from those shown in the Design Drawings without prior approval of the Cooperating Municipality.

Prior to the County's commencement of any work in connection with the design and construction of any new bus passenger shelters, the Cooperating Municipality shall convey to the County and its successors, assigns, invitees, contractors and agents, a non-exclusive easement, in substantially the form attached hereto as Attachment "B" (the "Easement"), in, upon, under and over any property interest of the Cooperating Municipality as depicted on the maps and legal descriptions contained in Schedule "A" to the Easement, attached hereto and made a part hereof, for the purpose of creating a financeable property interest allowing the County to issue tax exempt general obligation bonds to fund the design and/or construction of any new bus passenger shelters (the "County Bonds"). Said Easement shall be in effect for so long as the County Bonds are outstanding. Upon maturity or redemption of the County Bonds, the County's Easement will automatically terminate. The Cooperating Municipality acknowledges and agrees that the new bus passenger shelters shall be owned by the County. The Cooperating Municipality agrees to execute or cause to be executed any and all such documents as are necessary and appropriate to effectuate County ownership.

FOURTH: The revenue received by the County from the County Licensee shall be divided between the County and the Cooperating Municipalities on a 50/50 ratio. The share of the revenue due the Cooperating Municipality will be determined by the ratio of that number of shelters operated by the County Licensee and producing revenue in the Cooperating Municipality to the total County-wide number of shelters operated under the License Agreement during one annual payment period. Payment will be made by the County to the Cooperating Municipality on or around August 31st of each year of this Agreement, beginning on August 31, 2022.

FIFTH: Pursuant to the aforementioned License Agreement, or other written agreement, the County represents that the County Licensee shall be required to hold harmless and defend the Cooperating Municipality and its employees, officers and agents from all claims, suits and actions arising from the construction and maintenance of the shelters. The County represents that during the term of the aforementioned License Agreement, the Cooperating Municipality

shall be named as an additional insured under the insurance certificate provided by the County Licensee.

SIXTH: All advertising to be displayed on the bus passenger shelters will be submitted to the County Commissioner of WCDPWT for approval. The Cooperating Municipality agrees that this approval shall be sufficient approval for the display of such advertising within the Cooperating Municipality. The County agrees that no political or religious advertising shall be allowed. The County further agrees that no advertising for tobacco products will be allowed, nor shall the County accept any advertising which does not meet reasonable standards of good taste.

SEVENTH: The County shall use reasonable efforts to ensure that the County Licensee shall maintain all shelters in good condition. In accordance with the aforementioned License Agreement, the County Licensee shall clean each shelter on a regular basis, and shall be required to repair any damaged shelter.

EIGHTH: During the term of this Agreement, the Cooperating Municipality shall not enter into bus shelter advertising programs on its own. The Cooperating Municipality shall waive all municipal fees for the bus shelters.

NINTH: If during the term of this Agreement any bus passenger shelter is required to be removed or relocated for any reason at the request of the Cooperating Municipality and upon approval of the County, said approved removal or relocation shall be done only by the County Licensee or the County and/or its contractors.

TENTH: This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

ELEVENTH: All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight

courier, as set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt. Notices shall be sent to the following:

To the County:

Commissioner  
Department of Public Works & Transportation  
County of Westchester  
Michaelian Office Building, Room 518  
148 Martine Avenue  
White Plains, New York 10601

with a copy to:

County Attorney  
Michaelian Office Building, Room 600  
148 Martine Avenue  
White Plains, New York 10601

To the Municipality:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TWELFTH: This Agreement shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.

THIRTEENTH: This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

FOURTEENTH: In the event of any conflict between the terms of this Agreement and those of its attachments, the terms of the Agreement shall control.

***[NO FURTHER TEXT ON THIS PAGE. SIGNATURE PAGE FOLLOWS.]***

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in triplicate.

**THE COUNTY OF WESTCHESTER**

By: \_\_\_\_\_  
Hugh J. Greechan, Jr., P.E.  
Commissioner of Public Works And  
Transportation

**COOPERATING MUNICIPALITY**

By: \_\_\_\_\_  
\_\_\_\_\_  
(Name & Title)

Authorized by the Board of Legislators of the County of Westchester pursuant to Act No. 152-2021 adopted on the 20<sup>th</sup> day of September, 2021.

Authorized by the governing board of the Cooperating Municipality on the \_\_\_ day of \_\_\_\_\_, 20\_\_.

Approved:

\_\_\_\_\_  
Sr. Assistant County Attorney  
County of Westchester

\_\_\_\_\_  
Corporate Counsel  
Cooperating Municipality



**MUNICIPALITY'S ACKNOWLEDGEMENT**

STATE OF NEW YORK        )  
  ) ss.:  
COUNTY OF WESTCHESTER)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came  
\_\_\_\_\_, to me known, and known to me to be the  
\_\_\_\_\_ of \_\_\_\_\_,  
the municipal corporation described in and which executed the within instrument, who being by me duly sworn did  
depose and say that he, the said \_\_\_\_\_ resides at  
\_\_\_\_\_  
and that he is \_\_\_\_\_ of said municipal corporation.

\_\_\_\_\_  
Notary Public        County

CERTIFICATE OF AUTHORITY  
(Municipality)

I, \_\_\_\_\_,  
(Officer other than officer signing contract)

certify that I am the \_\_\_\_\_ of the  
(Title)

\_\_\_\_\_  
(Name of Municipality)

(the "Municipality") a corporation duly organized in good standing under the

\_\_\_\_\_  
(Law under which organized, e.g., the New York Village  
Law, Town Law, General Municipal Law)

named in the foregoing agreement that \_\_\_\_\_  
(Person executing agreement)

who signed said agreement on behalf of the Municipality was, at the time of execution  
\_\_\_\_\_ of the Municipality,  
(Title of such person),

that said agreement was duly signed for on behalf of said Municipality by authority of its  
\_\_\_\_\_  
(Town Board, Village Board, City Council)

thereunto duly authorized, and that such authority is in full force and effect at the date hereof.

\_\_\_\_\_  
(Signature)

STATE OF NEW YORK )

ss.:

COUNTY OF WESTCHESTER)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_  
\_\_\_\_\_ whose signature appears above, to me known, and know to be the  
\_\_\_\_\_ of \_\_\_\_\_,  
(title)

the municipal corporation described in and which executed the above certificate, who being by me duly  
sworn did depose and say that he, the said \_\_\_\_\_  
resides at \_\_\_\_\_, and that  
he is the \_\_\_\_\_ of said municipal corporation.  
(title)

\_\_\_\_\_  
Notary Public          County

ATTACHMENT "A"

COMMUNITY	NUMBER	ON STREET	CROSS STREET	LOCATION
Buchanan	BU01	Tate Ave	Westchester Ave	S/E Corner

List of all permits required: \_\_\_\_\_

\_\_\_\_\_

Name of contact and title for permit application: \_\_\_\_\_

\_\_\_\_\_

**ATTACHMENT "B"**  
**SAMPLE EASEMENT**

**THIS EASEMENT AGREEMENT**, made the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by

**THE CITY, TOWN OR VILLAGE**, a municipal corporation of the State of New York, having an office and place of business at **ADDRESS** (hereinafter referred to as the "Grantor" or the "Municipality"),

and

**THE COUNTY OF WESTCHESTER**, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601 (hereinafter referred to as the "County" and/or the "Grantee").

**W I T N E S S E T H:**

**WHEREAS**, Grantor is the owner of the fee title of those certain parcels of real property located in the **[Insert Municipality Name]**, New York and identified on the tax maps of the Town as: Section \_\_, Block \_\_, Lot \_\_, which real property is more particularly described in Schedule "A," which is annexed hereto and made a part hereof (the "Subject Property").

That the Grantor in consideration of the sum of One (\$1.00) Dollar lawful money of the United States, paid by the Grantee, receipt of which is hereby acknowledged, does hereby grant and release unto the Grantee, its successors and assigns, a non-exclusive easement (the "Easement") in, on, over, under and through the Subject Property, as more particularly described in Schedule "A" which is attached hereto and made a part hereof for the purpose of accessing, constructing, operating, maintaining, repairing, replacing, inspecting, and/or restoring certain improvements (the "Improvements") as described in a separate inter-municipal agreement between the Grantor and Grantee, to construct, operate, maintain, repair, replace, inspect, and/or restore the Improvements.

The Easement granted herein is subject to the following restrictions:

The Grantor covenants that, until such time as the Bonds (defined below) have matured or been fully redeemed, neither it, nor its successors or assigns, shall do anything, or allow anything to be done, which in the reasonable opinion of the County would injure, endanger, impede use of or impair the Improvements in any material respect, or the operation thereof, located within the Subject Property.

The Grantor acknowledges that the easement rights of the County granted herein regarding the Improvements constructed in, on, over, under or through the Subject

Property shall encumber such Improvements for so long as the bonds of the County (the "Bonds"), which made funds available for said Improvements are outstanding, pursuant to the terms of a certain inter-municipal agreement by and between the Municipality and the County. The Grantee shall not interfere with or disturb the construction, use, operation, maintenance or repair of any improvements now or hereafter situated within or upon the Subject Property.

The Easement shall run with the land and the provisions contained herein shall be binding upon and inure to the benefit of and be enforceable by the County, its successors and assigns until the Bonds have matured or been fully redeemed.

**TO HAVE AND TO HOLD** the Easement granted herein unto the County, its successors and assigns, until such time as the Bonds have matured or been fully redeemed.

**IN WITNESS WHEREOF**, the Grantor has executed this instrument the day and year first above written.

**[GRANTOR MUNICIPALITY]**

By: \_\_\_\_\_

**COUNTY OF WESTCHESTER**

By: \_\_\_\_\_

**Record and Return to:**

\_\_\_\_\_

**MUNICIPALITY'S ACKNOWLEDGMENT**

STATE OF NEW YORK            )  
  ss.:  
COUNTY OF WESTCHESTER)

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument; and, acknowledged if operating under any trade name, that the certificate required by the New York State General Business Law Section 130 has been filed as required therein.

\_\_\_\_\_  
Signature and Office of individual  
taking acknowledgment

**COUNTY'S ACKNOWLEDGMENT**

STATE OF NEW YORK            )  
  ss.:  
COUNTY OF WESTCHESTER)

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument; and, acknowledged if operating under any trade name, that the certificate required by the New York State General Business Law Section 130 has been filed as required therein.

\_\_\_\_\_  
Signature and Office of individual  
taking acknowledgment