

**HONORABLE BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER**

Your Committee is in receipt of a transmittal from the County Executive recommending approval of an Act, which if approved, would authorize an inter-municipal agreement ("IMA") between the County of Westchester ("County") and the Village of Hastings-on-Hudson (the "Village") for the installation of two (2) crosswalks across Warburton Avenue, CR 751, in the Village.

The Village is seeking to improve pedestrian safety at the intersections of Warburton Avenue & Division Street and Warburton Avenue & Pinecrest Drive, which are approximately 1,770 feet (0.34 miles) apart. According to a study conducted by the Village, these intersections have seen an increase in pedestrian crashes over the past few years. In order to increase pedestrian safety, the County will be implementing safety improvements which may include curb ramps and curb extensions, crosswalks and signage, and associated work ("Project").

Pursuant to historical records of the County, Warburton Avenue at both intersections, is a designated roadway of the County. Your Committee has been advised that while the County is responsible for the safe condition of the roadway's surface from curb to curb, the designation and safety of the crosswalk is the Village's responsibility pursuant to Vehicle and Traffic Law (VTL) §1640, and falls under the exclusive jurisdiction and control of the Village.

The proposed IMA will, in addition to allowing the County to undertake the Project, include a provision that reinforces that it is the Village's responsibility to designate, maintain and regulate the crosswalks. The term of the IMA will commence upon execution and shall continue through December 31, 2016, or such earlier time that the Project is completed.

The Department of Planning has advised your Committee that based on its review, the authorization of the proposed capital project may be classified as a Type "II" action pursuant to the

State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617 ("SEQR"). Therefore, no environmental review is required. Your Committee has reviewed the annexed SEQR documentation and concurs with this recommendation.

Please note that an affirmative vote of a majority of the members of your Honorable Board is required in order to adopt the proposed Act. Based on the importance of this project to the County, your Committee recommends favorable action on the annexed Act.

Dated: September 22nd, 2025
White Plains, New York

James Williams John
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James Williams John
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COMMITTEE ON

C:tsa/9.9.25

Budget & Appropriations

Public Works & Transportation

Dated: September 22, 2025
White Plains, New York

The following members attended the meeting remotely and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below

Committee(s) on:

Budget & Appropriations

A handwritten signature in black ink, appearing to read "Joseph H. Griffin". The signature is written in a cursive, flowing style.

FISCAL IMPACT STATEMENT

SUBJECT: Warburton Crosswalks

☐ NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

☒ GENERAL FUND

☐ AIRPORT FUND

☐ SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense \$ 75,000

Total Current Year Revenue \$ -

Source of Funds (check one): ☒ Current Appropriations ☐ Transfer of Existing Appropriations

☐ Additional Appropriations

☐ Other (explain)

Identify Accounts: 101-46-6000-4310-GGDS

Potential Related Operating Budget Expenses: Annual Amount \$75,000

Describe: Install 2 crosswalks, up to 4 ADA curb ramps, signs and markings for
parking restrictions, crosswalks and advance warnings for pedestrian crossings

Potential Related Operating Budget Revenues: Annual Amount

Describe: None

Anticipated Savings to County and/or Impact on Department Operations:

Current Year: None

Next Four Years: None

Prepared by: Anthony Finateri

Title: Director of Administrative Services

Department: Public Works & Transportation

Date: September 10, 2025

Reviewed By: Lawrence C. Long

Budget Director

Date: 9/10/25

TO: Tami Altschiller, Assistant Chief Deputy County Attorney
Department of Law

FROM: David S. Kvinge, AICP, RLA, CFM 
Assistant Commissioner

DATE: September 10, 2025

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR AGREEMENT WITH
HASTINGS-ON-HUDSON FOR Warburton Avenue Crosswalks**

PROJECT/ACTION: An intermunicipal agreement with the Village Hastings-on-Hudson for the installation by the County and maintenance by the Village of two crosswalks across Warburton Avenue (County Road 751), in the vicinity of the Division Street and Pinecrest Drive intersections, in the Village of Hasting-on-Hudson to increase pedestrian safety.

With respect to the State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617, the Planning Department recommends that no environmental review is required because the project/action may be classified as a **TYPE II action** pursuant to section(s):

- **617.5(c)(2):** replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building, energy, or fire codes unless such action meets or exceeds any of the thresholds in section 617.4 of this Part;
- **617.5(c)(22):** installation of traffic control devices on existing streets, roads and highways.

COMMENTS: Scope of improvements may include curb ramps, curb extensions, crosswalk markings, signage and associated work.

DSK/cnm

cc: Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Copernicus Crane, Assistant Director of Intergovernmental Relations
Blanca P. Lopez, Commissioner of Planning
Gayle Katzman, First Deputy Commissioner, Department of Public Works & Transportation
Claudia Maxwell, Principal Environmental Planner

ACT 2025-_____

An Act authorizing the County of Westchester to enter into an inter-municipal agreement with the Village of Hastings-on-Hudson whereby the County will install two (2) crosswalks across Warburton Avenue, CR 751, in the Village of Hastings-on-Hudson.

BE IT ENACTED by the County Board of the County of Westchester as follows:

Section 1. The County of Westchester (the “County”) is hereby authorized to enter into an inter-municipal agreement (the “IMA”) with the Village of Hastings-on-Hudson (the “Village”) for the installation of two (2) crosswalks across Warburton Avenue, CR 751, in the Village. The County will be implementing safety improvements which may include curb ramps and curb extensions, crosswalks and signage, and associated work (“Project”).

The County shall be responsible for the safe condition of the roadway’s surface from curb to curb. The designation and safety of the crosswalk is the Village’s responsibility pursuant to Vehicle and Traffic Law (VTL) §1640, and falls under the exclusive jurisdiction and control of the Village.

§2. The term of the IMA shall commence upon execution and shall continue through December 31, 2026 or such earlier time that the Project is completed.

§3. The County Executive or his authorized designee is empowered to execute any and all documents necessary and appropriate to effectuate the purposes hereof.

§4. This Act shall take effect immediately.

THIS AGREEMENT made on this _____ day of _____, 2025, 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 10706 (the "County"),

and

VILLAGE OF HASTINGS-ON-HUDSON, a municipal corporation of the State of New York, having an office and place of business at 7 Maple Avenue, Hastings-on-Hudson, New York 10706 (the "Village"),

both the County and the Village hereinafter referred to each as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, the Village is seeking to improve pedestrian safety at the intersections of Warburton Avenue & Division Street and Warburton Avenue & Pinelust Drive, which are approximately 1,770 feet (0.34 miles) apart. According to a study conducted by the Village, these two (2) intersections have seen an increase in pedestrian crashes over the past few years. In order to increase pedestrian safety, the County will be implementing safety improvements which may include curb ramps and curb extensions, crosswalks and signage, and associated work ("Project"); and

WHEREAS, pursuant to historical records of the County, Warburton Avenue at both intersections, is a designated roadway of the County and as such the County seeks to assist the Village with the Project by designing and installing safety improvements which may include curb ramps and curb extensions, crosswalks and signage, and associated work; and

WHEREAS, the County and Village are desirous of entering into an agreement (the "Agreement"), to set forth the terms and conditions under which the County will undertake the Project.

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

1. **RECITALS:** The above recitals are hereby incorporated by reference into the body of this Agreement.

2. **PERFORMANCE OF WORK:** The County agrees to perform, or cause its contractors and/or consultants to perform, the work necessary to complete the Project, in accordance with the scope of work attached hereto and made a part hereof as Schedule "A" (the "Work").

3. **TERM:** The term of this Agreement shall commence upon execution hereof by both Parties and approval of same by the Office of the Westchester County Attorney (the "Commencement Date") and shall continue through December 31, 2026 or such earlier time that the Project is completed.

4. **TERMINATION:** (a) The County, upon sixty (60) days' notice to the Village, may terminate this Agreement in whole or in part when the County determines to be in its best interest.

In such event, the County shall be liable only for Work already rendered under this Agreement prior to the effective date of termination. Upon receipt of notice that the County is terminating this Agreement in its best interests, the County shall stop work immediately and incur no further costs in furtherance of this Agreement and the Village shall be responsible to complete the work it determines is necessary, or cause its contractor to complete the work at its sole cost and expense.

(b) In the event the County determines that there has been a material breach by the Village of any of the terms of the Agreement and such breach remains uncured for forty-eight (48) hours after service on the Village of written notice thereof by the County, in addition to any other right or remedy it might have, may terminate this Agreement, and in such event the Village shall be responsible to complete the work, or cause its contractor to complete the work, at its sole cost and expense.

5. **MAINTENANCE AND REPAIRS:** The County shall be responsible for the cost of the Project. The County does not provide or extend any warranty of fitness for a particular purpose or workmanship for any work undertaken in connection with this Agreement. While the County is responsible for the safe condition of the roadway's surface from curb to curb, the designation and safety of each crosswalk is the Village's responsibility pursuant to Vehicle and Traffic Law (VTL) §1640, and falls under the exclusive jurisdiction and control of the Village. Upon completion of the Project it is understood and agreed that the Village shall keep the Project in good order and repair at the Village's sole cost and expense. The Village shall make all repairs and replacements, ordinary as well as extraordinary, foreseen and unforeseen, structural or otherwise, which may be necessary or

required so that at all times the Project shall be in good order, condition and repair. It shall be the responsibility of the Village to maintain the designation and safety of the Project and maintain traffic regulations in connection with the Project in accordance with the VTL and any other applicable laws. The provisions of this Section "5" shall survive termination or expiration of this Agreement.

6. REPRESENTATIONS, WARRANTIES AND GUARANTEES:

The Village expressly represents, warrants and guarantees to the County that:

- (i) it is a municipal corporation duly organized, validly existing and in good standing under the laws of the State of New York;
- (ii) the execution and performance of this Agreement by the Village has been duly authorized by its governing body;
- (iii) this Agreement, and any other documents required in connection herewith, when so delivered, will constitute legal, valid and binding obligations of the Village enforceable against the Village in accordance with their respective terms;
- (iv) the Village will deliver to the County at the time of execution of this Agreement a resolution adopted by its governing body authorizing the execution of this Agreement, and any other documents required to be delivered by the Village;
- (v) the person signing this Agreement on behalf of the Village has full authority to bind the Village to all of the terms and conditions of this Agreement; and
- (vi) it is financially and technically qualified to perform its obligations hereunder, pursuant to this Agreement.

7. INSURANCE; INDEMNIFICATION: In addition to, and not in limitation of the insurance requirements contained in Schedule "C" titled "Standard Insurance Provisions, attached hereto and made a part hereof, the Village agrees:

(a) to except for the amount, if any, of damage contributed to, caused by, or resulting from the sole negligence of the County, the Village shall indemnify and hold harmless the County, its officers, employees, agents, and elected officials from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Village or third parties under the direction or control of the Village; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto; and

(c) in the event the Village does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the Village shall reimburse the County's reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

The provisions of this Section "7" shall survive termination or expiration of this Agreement.

8. ASSIGNMENT OF RIGHTS: The Village shall not assign any rights under this Agreement without the prior express written consent of the County.

9. ENTIRE AGREEMENT; AMENDMENT: This Agreement, including without limitation, all Schedules and attachments, constitute the entire Agreement between the Parties and will supersede all previous negotiations, commitments and writings. It will not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties, subject to any necessary legal approvals.

10. COMPLIANCE WITH LAW: The County and Village will comply, each at their sole cost and expense, with all applicable federal, state and local laws, rules and regulations, ordinances and requirements affecting the conduct of their activities in connection with the performance of this Agreement herewith and, as applicable to the parties, as an employer.

All of the provisions of this Section 10 shall survive the expiration or other termination of this Agreement.

11. NOTICES: All notices of any nature, requests, approvals and other communications which may be given by either party to the other under this Agreement will be in writing and sent by registered or certified mail postage prepaid, or sent by hand or overnight courier or sent by email to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice will be effective on the date of receipt:

To the County:

Commissioner
Department of Public Works and Transportation
County of Westchester
148 Martine Ave. Room 518
White Plains, New York 10601
Email: _____

with a copy to:

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

To the Village:

Village Manager
Village of Hastings-on- Hudson
7 Maple Avenue
Hastings-on-Hudson, New York 10706
Email: villagemanager@hohny.gov

with a copy to:

Village Attorney
Village of Hastings-on- Hudson
7 Maple Avenue
Hastings-on-Hudson, New York 10706
Email villageattorney@hohny.gov

12. VALIDITY: If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms and provisions of this Agreement will in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision will be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision will be interpreted and enforced to give effect to the original written intent of the parties prior to determination of such invalidity or unenforceability.

13. EXECUTION: This Agreement may be executed simultaneously in several identical copies, each of which will be an original and all of which will constitute but one and the same agreement. This Agreement shall not be enforceable until signed by all parties and approved by the Office of the County Attorney.

14. GOVERNING LAW: This Agreement will be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that any cause of action arising out of this Agreement will be brought in the County of Westchester.

15. **NO WAIVER:** Failure of the County to insist, in any one or more instances, upon strict performance of any term or condition herein contained will not be deemed a waiver or relinquishment for the future of such term or condition, but the same will remain in full force and effect.

16. **THIRD PARTIES:** Nothing herein is intended or will be construed to confer upon or give to any third party or its successors and assigns any rights, remedies or basis for reliance upon, under or by reason of this Agreement, except in the event that specific third party rights are expressly granted herein.

17. **CAPTIONS:** The captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the intent of any provision thereof.

IN WITNESS WHEREOF, the County of Westchester and the Village have caused this Agreement to be executed.

THE COUNTY OF WESTCHESTER

By: _____
Name: _____
Title: _____

VILLAGE OF HASTINGS-ON-HUDSON

By: _____
Name: _____
Title: _____

Approved by the Westchester County Board of Legislators on _____ by Act No. 2025 - _____.

Approved by the Hastings-on-Hudson Village Council on _____, 2025 by Resolution No. _____.

Approved:

Approved as to form and
manner of execution

Sr. Assistant County Attorney
County of Westchester

Village Attorney
Village of Hastings-on-Hudson

VILLAGE ACKNOWLEDGMENT

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

On the ____ day of _____ in the year 2025 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 as Village Officer 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

DRAFT

VILLAGE CERTIFICATE OF AUTHORITY

I, _____, certify that I am
(Officer other than officer signing contract)

the _____ of the _____, a municipal corporation
(Title) (Municipality)
duly organized and in good standing under the _____
(Law under which organized, e.g., the New York Business Corporate 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

(Title of such person)

of the Municipality and that said agreement was duly signed for and on behalf of said
Municipality by authority of its Board of _____, thereunto duly
authorized and that such authority is in full force and effect at the date hereof.

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

On this _____ day of _____, 2025, before me personally came
_____, whose signature appears above, to me
known, and known to me to be the _____ of _____
(Title)

_____, the Municipality described in and
which executed the above certificate, who being by me duly sworn did depose and say that
he/she, the said _____ of said Municipality resides at

_____, and that he/she signed his/her
name hereto by order of the Board of _____ of said Municipality.

Signature and Office of individual
taking acknowledgment

SCHEDULE "A"

Scope of Work

The following items are anticipated to be installed.

- a. Two (2) crosswalks.
- b. Up to four (4) ADA curb ramps, and curb extensions where necessary.
- c. Signs and markings for parking restrictions, crosswalks and advance warnings for pedestrian crossings as needed.

DRAFT

SCHEDULE "C"
STANDARD INSURANCE PROVISIONS
(Municipality)

1. Prior to commencing work, and throughout the term of the Agreement, the Municipality shall obtain at its own cost and expense the required insurance as delineated below from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better. Municipality shall provide evidence of such insurance to the County of Westchester ("County"), either by providing a copy of policies and/or certificates as may be required and approved by the Director of Risk Management of the County ("Director"). The policies or certificates thereof shall provide that ten (10) days prior to cancellation or material change in the policy, notices of same shall be given to the Director either by overnight mail or personal delivery for all of the following stated insurance policies. All notices shall name the Municipality and identify the Agreement.

If at any time any of the policies required hereunder shall be or become unsatisfactory to the Director, as to form or substance, or the company issuing any such policy shall be or become unsatisfactory to the Director, the Municipality shall give notice to that effect from the County, promptly obtain a new policy and submit the policy or the certificate as requested by the Director to the Office of Risk Management of the County for approval by the Director. Upon failure of the Municipality to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated.

Failure of the Municipality to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Municipality from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Municipality concerning indemnification.

All proper expenses shall be made payable to the "County of Westchester" and adjusted with the appropriate County personnel.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of Municipality's negligent acts or omissions under the Agreement or by virtue of the provisions of the labor law or other statute or any other reason, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Municipality until such time as the Municipality shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Municipality maintains broader coverage and/or higher limits than the minimums identified herein, the County shall be entitled to the broader coverage and/or higher limits maintained by the Municipality. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

2 The Municipality shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the Agreement):

- a) Workers' Compensation and Employer's Liability. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: <http://www.wcb.ny.gov>.

If the employer is self-insured for Workers' Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

- b) Commercial General Liability Insurance with a combined single limit of \$1,000,000 (c.s.1) per occurrence and a \$2,000,000 aggregate limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:

- i. Premises - Operations.
- ii. Broad Form Contractual.
- iii. Independent Contractor and Sub-Contractor.
- iv. Products and Completed Operations.

- c) Commercial Umbrella/Excess Insurance with a \$2,000,000 each Occurrence and Aggregate limit naming the "County of Westchester" as additional insured, written on a "follow the form" basis.

NOTE: Additional insured status shall be provided by standard or other endorsement that extends coverage to the County of Westchester for both on-going and completed operations.

- d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specification. This insurance shall include for bodily injury and property damage the following coverages and name the "County of Westchester" as additional insured:

- (i) Owned automobiles.
- (ii) Hired automobiles.
- (iii) Non-owned automobiles.

3. All policies of the Municipality shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the County is named as an insured, shall not apply to the County.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Municipality.

DRAFT