

**HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER**

Your Committee is in receipt of a communication from the County Executive wherein he requests that your Honorable Board authorize the County of Westchester to enter into intermunicipal agreements (“IMAs”) with municipalities located within the County in connection with the county-wide bus shelter program.

The IMAs will provide for the continued operation and maintenance of existing bus shelters and the addition of new shelters in the municipalities on an as-needed basis. The shelters are maintained by the County through its licensee Signal Outdoor Advertising, LLC or its designee (“Signal”) pursuant to a license agreement with the County. Signal in turn shall sell advertising space on the shelters. In consideration for allowing the County to erect and maintain bus shelters in public rights-of-way and other authorized areas, participating municipalities will receive fifty percent (50%) of the County’s share of advertising revenue derived from the shelters. The IMAs shall have a five (5) year term commencing July 1, 2021 and terminating on June 30, 2026, which is concurrent with the license agreement with Signal. The participating municipalities will also grant the County any easements or other real property interests necessary for the County to construct, operate and maintain the bus shelters and to have a financeable property interest for the purpose of issuing bonds, if necessary.

The Planning Department has advised that, based on its review, this is a “Type II” action under the State Environmental Quality Review Act (“SEQRA”), and its implementing regulations, 6 NYCRR Part 617, which is an action determined not to have a significant effect on

the environment and therefore does not require further environmental review. Your Committee has reviewed the annexed SEQRA status sheet prepared by the Planning Department and concurs with this conclusion.

It should be noted that approval of the Act authorizing the County to enter into the IMA requires the affirmative vote of a majority of the voting strength of your Honorable Board.

Your Committee believes that the continued operation of the bus shelter program is in the best interest of the County and, therefore, recommends your favorable action on the annexed proposed legislation.

Dated: September 15, 2021

White Plains, New York

Ruth Weber

Vedat Jorhi

Ruth Weber

[Signature]

Catherine B.

Vedat Jorhi

COMMITTEE ON

c/JPI/7.1.21

Public Works & Transportation

Budget & Appropriations

Dated: September 15, 2021
White Plains, New York

The following members attended the meeting remotely, pursuant to Chapter 417 of New York State Laws of 2021, and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below.

Committee(s) on:

Public Works & Transportation

Mary Jane Shimsky

Catherine F. Parker

David A. Jabot

Benjamin Borfman II

Budget & Appropriations

Alexander Willis

Catherine F. Parker

David A. Jabot

Benjamin Borfman II

FISCAL IMPACT STATEMENT

SUBJECT: Bus Shelter IMA's Local Municipalities 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 \$ 15,625

Total Current Year Revenue \$ 31,250

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

Additional Appropriations

Other (explain)

Identify Accounts: 101-44-2100-5125; 101-44-2100-9289

Potential Related Operating Budget Expenses: Annual Amount \$31,250

Describe: Estimated Annual Payout to Municipalities 7/1/2021 - 6/30/2026

(50% Bus Shelter Advertising Revenue) 2021 \$15,625; 2022 - 2025 \$31,250;

2026 \$15,625

Potential Related Operating Budget Revenues: Annual Amount \$62,500

Describe: Estimated Annual Bus Shelter Advertising Revenue

2021 \$31,250; 2022 - 2025 \$62,500; 2026 \$31,250

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

Current Year: _____

Next Four Years: _____

Prepared by: Dianne Vanadia

Title: Sr. Budget Analyst

Department: Budget

Date: July 1, 2021

Reviewed By: 

Budget Director DV 7/6/21

Date: 7/6/21

TO: John Paul Iannace, Senior Assistant County Attorney
Department of Law

FROM: David S. Kvinge, AICP, RLA, CFM
Director of Environmental Planning



DATE: June 15, 2021

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR BUS SHELTER
INTERMUNICIPAL AGREEMENTS**

PROJECT/ACTION: Agreements with local municipalities in the County to provide for the continued operation and maintenance of existing bus shelters and the addition of new shelters, as-needed, in connection with the county-wide bus system. The shelters are erected and maintained by an outside company (pursuant to a license agreement with the County), which sells advertising space on the shelters. In consideration for allowing the County to erect and maintain bus shelters in public rights-of-way and other authorized areas, participating municipalities receive a percentage of the County's share of advertising revenue derived from the shelters. The current set of intermunicipal agreements are due to expire. The proposed authorization will allow the County to enter into new agreements for the continuation of these arrangements for an additional 5 years.

With respect to the State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617, the Planning Department recommends that no further environmental review is required because the project/action:

- DOES NOT MEET THE DEFINITION OF AN "ACTION" AS DEFINED UNDER SECTION 617.2(b)**
- MAY BE CLASSIFIED AS TYPE II PURSUANT TO SECTION(S):**
 - **617.5(c)(9):** construction or expansion of a primary or accessory/appurtenant, nonresidential structure or facility involving less than 4,000 square feet of gross floor area and not involving a change in zoning or a use variance and consistent with local land use controls, but not radio communication or microwave transmission facilities.
 - **617.5(c)(26):** routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment.

COMMENTS: None

DSK/cnm

cc: Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Hugh Greechan, Commissioner of Public Works & Transportation
Tami Altschiller, Assistant Chief Deputy County Attorney
Norma Drummond, Commissioner
Claudia Maxwell, Associate Environmental Planner

ACT NO. ___ - 2021

AN ACT authorizing the County of Westchester to enter into intermunicipal agreements with municipalities located within the County in order to provide for a county-wide bus shelter program.

NOW, THEREFORE, BE IT ENACTED by the Board of Legislators of the County of Westchester as follows:

Section 1. The County of Westchester (the “County”) is hereby authorized to enter into intermunicipal agreements (“IMAs”) with municipalities located within the County to provide for a County-wide bus shelter program wherein the County, either acting directly or through its licensee Signal Outdoor Advertising, LLC, its designee or other contractor(s), shall be allowed to erect, operate and maintain bus shelters in public rights-of-way and other authorized areas, in exchange for which participating municipalities will receive fifty percent (50%) of the County’s share of advertising revenue derived from the shelters. The IMA shall have a term of five (5) years commencing July 1, 2021 and terminating on June 30, 2026.

§2. The County is hereby authorized to accept from any participating municipality any easements or other real property interests necessary to construct, operate and maintain the bus shelters and for the County to have a financeable property interest for the purpose of issuing bonds.

§3. The County Executive or his authorized designee is hereby authorized to execute any instruments and to take any action necessary and appropriate to effectuate the purposes hereof.

§4. This Act shall take effect immediately.

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 CITY, TOWN OR VILLAGE, a municipal corporation of the State of New York, having an office and place of business at **ADDRESS** (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 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 bond for the design and 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.

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 June 15th of each year of this Agreement, beginning on June 15th, 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: This Agreement shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.

TWELFTH: 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.

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

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. 2021 adopted on the _____ day of _____, 2021.

Authorized by the governing board of the Cooperating Municipality on the ___ day of _____, 20__.

Approved as to form
and manner of execution:

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 _____, 2021, 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 _____, 2021, 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

[LIST OF SHELTERS LOCATED IN MUNICIPALITY TO BE INSERTED.]

ATTACHMENT "B"

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

SCHEDULE "A"

[Legal Description of the Easement.]