

**AMENDED MEMORANDUM OF UNDERSTANDING
REGARDING
VAN CORTLANDT MANOR IMPROVEMENTS**

This Amended Memorandum of Understanding (“AMOU”) has been entered into as of the ____ day of _____, 2022 between the Village of Croton-on-Hudson, with municipal offices at 1 Van Wyck Street, Croton-on-Hudson, New York 10520 (the “Village”) and Historic Hudson Valley, a not-for-profit organization with offices at 639 Bedford Road, Pocantico Hills, New York 10591 (“HHV”).

WHEREAS the Village and HHV entered into a Memorandum of Understanding (“MOU”) dated November 2009 in connection with a proposed Project (the “Project”) to improve South Riverside Avenue and the access to Van Cortlandt Manor, a National Historic Landmark site in the Village of Croton-on-Hudson, New York (PIN 8760.11) and have been awarded SAFETEA-LU funds by the New York State Department of Transportation (“NYSDOT”); and

WHEREAS the Project will improve vehicular safety on South Riverside Avenue, augment the Village’s efforts to create a safe sidewalk from the Metro-North Railroad Station to Van Cortlandt Manor and adjacent businesses, and make vital infrastructure and landscape restoration improvements to the HHV property; and

WHEREAS the Village agreed to serve as Sponsoring Agency and HHV, the owner and operator of Van Cortlandt Manor, had agreed to serve as Administering Agency under the MOU; and

WHEREAS, by Resolution adopted on March 21, 2011, the Board of Trustees of the Village approved the Project; and

WHEREAS, on March 23, 2011 and in connection with the Project, the Village entered into a Federal-Aid Highway and Marchiselli-Aid Local Project Agreement with the NYSDOT (the "NYSDOT Agreement"); and

WHEREAS the project has been approved by the Village's Waterfront Advisory Committee and Water Control Commission during 2021, the latter of which served as lead agency in the State Environmental Quality Review Act (SEQRA) process; and

WHEREAS according to Article V, Section 5.1 of Inter-Municipal Agreement 11 of 2006 between the Village and the County of Westchester (the "County"), all of the County's right, title and interest to South Riverside Avenue and any related right-of-way in the Village of Croton-on-Hudson has reverted to the Village ; and

WHEREAS the Board of Trustees of the Village and Village officials have expressed their intent to transfer an approximately 400-foot section of South Riverside Avenue immediately outside the Van Cortlandt Manor gate to HHV in order to relieve the Village of maintenance obligations upon completion of the Project; and

WHEREAS, with the transfer of the section of South Riverside Avenue immediately outside the Van Cortlandt Manor gate, HHV has agreed to grant the Village permission to push plowed snow onto a portion of the transferred section; and

WHEREAS the Village and HHV applied for Safe Accountable Flexible Efficient Transportation Equity Act: a Legacy for Users (“SAFETEA-LU”) funds in 2004 for the Project; and

WHEREAS SAFETEA-LU funds were awarded for the Project totaling \$3,004,000; and

WHEREAS HHV has raised and secured the required local match.

NOW THEREFORE, the Parties, desiring to amend the MOU, have agreed to be bound by the following provisions which shall supersede and replace the original terms of the MOU:

1. HHV licenses and grants permission for the Village to access so much of HHV’s property as necessary for the construction, operation and maintenance of the Project.
2. HHV agrees to assume and be bound by all obligations imposed upon the Village in and by the NYSDOT Agreement.
3. HHV, as Administering Agency, will oversee and manage the Project and will be responsible for preparing a project design report and construction contract documents, advertising for bids, conducting a bid opening, providing construction inspection and

paying all up front expenses and then applying through the Village to the NYSDOT for reimbursement of the Federal and State shares. The complete bid package shall be provided to the Village for review prior to advertising for bids, and the Village shall participate in the advertising for bids in its usual manner. Bidding shall be undertaken in accordance with the provisions of New York State Law for municipal bids.

4. The Village, as Sponsoring Agency, agrees to cooperate fully with HHV in facilitating HHV's carrying out the responsibilities outlined herein, shall enter into the agreements set forth herein, shall sign such other documents as may be reasonably requested by HHV to facilitate HHV's administration of the Project, and will promptly reimburse HHV for any of HHV's Federal or State allowable reimbursements the Village receives for the Project.
5. The Village will enter into the construction contract with the contractor awarded the bid for the Project, in a form approved by DOT and by the Village. The construction contract shall grant HHV all rights to enforce same on behalf of the Village, as well as on its own behalf as Owner and a beneficiary of the contract.
6. HHV will assume the Village's responsibility for all Project costs that exceed the approved SAFETEA-LU funds. The Village accepts no responsibility for the construction of the Project.

7. HHV shall be solely responsible for the costs of any and all required audits related to the Project that the Village is required to have conducted.
8. The term of this AMOU shall take effect immediately upon signing by both parties and will run until one year after completion of the Project, unless terminated sooner by mutual consent and in writing.
9. HHV shall not enter into any mortgage or financing documents that place a lien on any portion of the property.
10. HHV shall enforce the contractor's obligation to carry liability insurance, including general commercial liability coverage, business automobile liability coverage, and worker's compensation and employer's liability coverage, at such minimum coverage limits as required by the Village, and all such policies will name the Village as an additional insured. HHV shall provide the Village with copies of the contractor's Certificate of Insurance, naming the Village as an additional insured, prior to commencement of the construction of the Project.
11. HHV agrees that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the Village, HHV shall indemnify, defend and hold harmless the Village, its officials, officers, employees and agents 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 acts or omissions hereunder by HHV, contractors

or third parties under the direction and control of HHV, as well as any costs of the Project not paid by HHV or other funding sources.

12. Upon completion of the Project, the Village shall issue to HHV certificates of occupancy or compliance for any work performed on HHV's property where such certificates would be required for legal use and occupancy by a private property owner.

13. This AMOU sets forth the entire understanding among the parties and may only be altered or amended in writing signed by both parties.

Accepted and agreed to as of the date first above written.

Village of Croton-on-Hudson

Historic Hudson Valley

By: _____
Bryan T. Healy
Village Manager

By: _____
Waddell W. Stillman
President

Approved as to legality and form
by the Village Attorney

By: _____