

**NEW YORK STATE DEPARTMENT OF TRANSPORTATION
REGION 8 OFFICE OF TRAFFIC SAFETY AND MOBILITY**

RAPID RECTANGULAR FLASHING BEACON (RRFB) AGREEMENT

Requestor: Village of Croton-on-Hudson

Highway Identification: Route 129 (Maple Street)

Location: Route 129 at the intersection of Van Cortlandt Place

County: Westchester

Signal No. _____

(To Be Completed by NYSDOT Personnel)

Before this agreement is executed approval to install RRFBs must be granted through the highway permit process. Required items for approval include the RRFB checklist, a plan sheet showing the RRFB location and layout, and an RRFB detail.

An agreement is established between the New York State Department of Transportation (hereinafter referred to as the Department) and the Requestor to provide for an RRFB at the location described above subject to the following conditions:

Work and Equipment

1. All traffic signal equipment covered by this agreement, including, but not limited to beacon poles, foundations, signal heads, signals, light standards, wiring, power components, etc., shall conform to the standards and specifications of New York State, and no such equipment shall be installed without the prior written approval of the Department.
2. All work required to provide for the installation of the RRFB authorized by this agreement shall be performed under the supervision and to the satisfaction of the Department.
3. Following any installation, modification, replacement, or removal of the RRFB, the RRFB work area must be restored to its original condition. The Requestor is responsible for all work associated with restoration. Should the Requestor fail to restore the work area to its original condition, the Requestor shall reimburse the State for all costs incurred by the State for restoration of the work area.

4. Upon completion of construction of the above identified highway, the Requestor shall, at their own expense, maintain the RRFB on or along such highway. Such maintenance shall include, but not be limited to:
 - Repair of equipment which may be damaged from any cause.
 - Replacement of equipment which may be damaged from any cause, such replacement material to be of equal character to the replaced equipment and is contained on the NYSDOT Office of Traffic Safety and Mobility Qualified Products List (QPL) or Approved Product List (APL).
 - Furnishing power to the RRFB twenty-four hours a day, seven days a week, at no cost or obligation to the State.
5. The Requestor shall be responsible for any improvements on their property that are associated with the installation, modification, or operation of the RRFB.
6. It is the responsibility of the Requestor to notify the State immediately of any unsafe or hazardous conditions which would affect continued occupation of property whether actually or constructively known by Requestor.

Beacon Requirements

1. All RRFB's shall meet the requirements in the current edition or the MUTCD and any applicable NYSDOT specifications
2. The RRFB shall normally be dark, shall initiate operation only upon pedestrian actuation, and shall cease operation at a predetermined time after the pedestrian actuation. This time should be calculated by adding 7 seconds to the calculated pedestrian clearance interval specified in the MUTCD.

Work Permits and Insurance

1. Use of New York State highway right of way must be carried out and completed in accordance with terms and conditions of a highway work permit issued by the Commissioner of Transportation or his duly assigned agent, in accordance with New York State Highway Law, Article 3, Section 52. Securing a highway work permit requires the Requestor to post performance security, such as a Performance Surety Bond, Protective Liability Insurance, and provide documentation of having done so in a form acceptable to the Department.
2. **Indemnification.** New York State Department of Transportation shall not be liable for any damage or injury occurring to the Requestor, nor the Requestor's agents or employees, nor to any persons or property at the site for activities related to signal maintenance or construction whether such activities are performed by the Department, the Requestor's own forces, or by agents working on the Requestor's behalf. Requestor shall hold harmless, indemnify, and defend the People of the State of New York, the Department, and the Department's Commissioner, employees and agents against any losses, liabilities, and claims arising out of, or relating to personal injuries, wrongful

death, property damage, and/or environmental claims associated with the permitted work/operations.

3. **Liability insurance.** Requestor seeking an agreement to install a traffic signal permitted under 17 NYCRR section 125.11, shall be required to have a commercial general liability insurance policy with limits of liability of not less than \$5,000,000 per claim/occurrence. Policies of insurance shall be endorsed to provide coverage to "The People of the State of New York and/or the Commissioner of Transportation and all employees of the State Department of Transportation" for claims arising from the agreement work. The required insurance shall be documented by means of a certificate of insurance, upon a form satisfactory to the department, furnished by the Requestor before the commencement of any work/operations. Self-insurance is permissible from municipalities, federal agencies, public authorities, public benefit corporations, public utilities, transportation corporations and railroads, by use of an undertaking agreement acceptable to the department. Self-insurance from other Requestors in lieu of the required liability insurance may be accepted upon satisfactory proof that Requestor has the financial resources and an established self-insurance program to adjust and pay liability claims.
4. **Protective liability insurance requirements.** In addition to the requirement to provide general liability coverage, if the estimated value of agreement work in state right-of-way is \$250,000 or more, Requestor is required to provide protective liability insurance in connection with the construction. Such policy of protective liability insurance shall be issued to, in the name of and covering the liability of the "the People of the State of New York and/or the Commissioner of Transportation and all employees of the State Department of Transportation." Such policy shall carry limits of liability of not less than \$1,000,000 per occurrence/\$2,000,000 aggregate. The policy shall be written for the agreement project and shall be kept in force at the expense of the Requestor for the duration of the project. The policy shall provide primary coverage to the State of New York against any claim arising in any way from the agreement work within the area covered by the agreement.
5. **Workers' Compensation and Disability Insurance.** As required by State Finance Law §142 and Workers' Compensation Law Section 57, the Requestor shall maintain in force workers' compensation insurance upon forms required by or acceptable to the Workers Compensation Board for all of Permittee's employees. As required by Workers' Compensation Law Section 220 (8), Requestor shall also maintain disability insurance as required by the Disability Benefits Law of the State of New York.

Agreement Responsibility

1. The person executing this agreement on behalf of the Requestor hereby certifies that the person has full authority to execute this agreement and, if the Requestor is a municipal board, the person has annexed hereto a certified copy of a resolution by such body authorizing that person to execute this agreement.

2. Requestor is responsible for assuring that its occupancy shall be in compliance with all applicable Federal, state and local laws, ordinances, codes, rules and regulations affecting the use of the property for the purposes indicated within this agreement.
3. This agreement shall not be assigned or transferred without the prior written consent of the Commissioner of the New York State Department of Transportation. The Requestor shall notify the Department 30 days prior to the sale of the property identified above at which the RRFB has been installed and shall inform the buyer of the property of the existence of this agreement. The Requestor shall be responsible for the terms of this agreement until a new agreement is issued.
4. If any of the provisions of this agreement are held invalid, such invalidity shall not affect or impair other provisions herein which can be given effect without the invalid provisions, and to this end the provisions of this agreement are severable.
5. The Requestor shall not deny another party the use of the traffic signal to gain access to the state highway from another approach if required by the Department on such terms and conditions that the Department deems appropriate.
6. This agreement may be cancelled by the Department on thirty (30) days written notice except for cause, in which event cancellation may be made on ten (10) days written notice.
7. The Requestor must attach Resolution of Approval from the entity (i.e.: school, police department, etc.) agreeing to install and maintain the RFFB(s).

ACCEPTANCE:

In consideration of the granting of the Agreement, the undersigned accepts all of the above terms, conditions and provisions.

Requestor Contact Name and Phone Number:

Bryan Healy, Village Manager, Village of Croton-on-Hudson – (914) 271-4848

Requestor Billing Address:

1 Van Wyck Street, Croton-on-Hudson, NY 10520

Fed. I.D. No.: 13-6007288

Signed: 

Printed name: Bryan Healy

Title: Village Manager

(If Applicable)

STATE OF NEW YORK
COUNTY OF _____

SS: _____

On the 7th day of August in the year 2020 before me, the undersigned, a Notary Public in and for said State, personally appeared

Bryan Healy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Cari Daddio
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01DA6145246
Qualified in Westchester County
Commission Expires 05/01/2026


(Notary Public)

RECOMMENDED: _____

Regional Signal Permit Coordinator

Date

APPROVED: Commissioner of Transportation for the People of the State of New York

By _____

Regional Traffic Engineer

Date