



**Department of  
Transportation**

**KATHY HOCHUL**  
Governor

**MARIE THERESE DOMINGUEZ**  
Commissioner

**LINDA A. LUBEY, P.E.**  
Regional Director

August 2, 2022

Thomas P. DiMezza  
Town of Amsterdam  
283 Manny's Corners Road  
Amsterdam, New York 12010

**RECEIVED**

AUG 11 2022

TOWN OF AMSTERDAM  
CLERK'S OFFICE

Dear Supervisor DiMezza,

The New York State Department of Transportation (NYSDOT) has received Town of Amsterdam's request to own and operate a signal (2-25-20) at Route 30 and 101 Sanford Farms Shopping Center, in the Town of Amsterdam.

This is a notification that shall serve as NYSDOT's approval to enter into a maintenance agreement contingent upon a completed and issued Traffic Control Signal Agreement (Form SM-00007). The attached form describes the necessary submission requirements. Please review this agreement and return to our office within 21 days. The return envelope can be made out to:

Office of Traffic Safety and Mobility  
207 Genesee Street, 10<sup>th</sup> Floor  
Utica, New York 13501

Thank you for your interest in transportation. If you have any questions or need additional information, please feel free to contact me at (315) 793-2459.

Sincerely,

Michael Gallerani, P.E.  
Regional Traffic Engineer

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

*TRAFFIC CONTROL SIGNAL AGREEMENT*

Requestor: Town of Amsterdam

Account Number: \_\_\_\_\_ Study Number: \_\_\_\_\_ File: \_\_\_\_\_

Highway Identification: Route 30

Location: NYS Route 30 & Sanford Farms Shopping Center, Amsterdam

County: Montgomery Troop: G Signal No.: 20

An agreement is established between the New York State Department of Transportation (hereinafter referred to as the Department) and the Requestor to provide for a traffic control signal 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, signal poles, signal heads, signs, signals indications, 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 traffic control signal 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 traffic control signal, the signal 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. The Requestor shall be responsible for any future improvements, major modifications and/or replacements to the traffic signal equipment as determined necessary by the Department. Major modifications and replacements include, but are not limited to, changes in the signal operation and/or signal equipment due to revised inter-sectional geometry resulting from changes in the Permittee's site operations and/or traffic flow patterns.

5. The Requestor shall be responsible for any improvements on its property that are associated with the installation, modification, or operation of the traffic control signal.
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.
7. The Requestor grants access and entry permission to the signal equipment, both upon the right-of-way and within the installation, for the Department and/or its agents to perform construction and/or maintenance on the traffic control signal.
8. Outdated or malfunctioning traffic signal equipment components may be replaced by the Department with components of equal function and quality at any time to restore proper signal operation.
9. Traffic control signal timings shall be specified by the Department.

#### **Signal Equipment Costs**

1. In order to maintain a coordinated system, the Department will provide the Requestor with State compliant traffic signal control equipment (i.e., signal cabinet, signal controller, detector cards, etc.) for all new installations as specified by New York State Vehicle and Traffic Law, Article 44, Section 1681. The equipment fee stands at \$5,500.00 as of the date of this agreement but may be revised by amendment of the regulations at some future time.
2. Payment for the signal control equipment shall be submitted upon application for the highway work permit application. Payment shall be submitted to the Department's Regional Traffic Office in the form of a check or money order payable to the "NYS Department of Transportation."
3. If the Department determines that a new installation must be interconnected with existing State traffic control signal(s), all cost for the interconnection will be assumed by the Requestor.

#### **Annual Maintenance Fee**

1. The Department will maintain the traffic signal control equipment (i.e., signal cabinet, signal controller, detector cards, etc.) as specified by New York State Vehicle and Traffic Law, Article 44, Section 1681. Signal maintenance will be conducted by the Department, or its agents, and cover routine service checks exclusive of major modifications, replacement, or removal. The annual maintenance fee stands at \$1,251.62 as of the date of this agreement.

2. The Requestor agrees that the annual fee may be revised periodically to reflect the Department's normal maintenance costs for traffic control signals as provided in Section 1681(c) of the Vehicle and Traffic Law. The annual maintenance fee is calculated by the Department by computing the average annual cost of maintaining a traffic control signal under the jurisdiction of the Department, or the annual contract cost per traffic control signal charged to the Department under a Traffic Control Maintenance Contract.
3. The annual maintenance fee must be paid by check, bank cashier's check or money order payable to "NYSDOT" and mailed or delivered to the address indicated on the invoice. The first payment is due at the time the signal is placed in operation. The Requestor understands that if the annual fee is not paid within thirty (30) days from the invoice date, interest, penalties and collecting fees will be imposed pursuant to the provisions of the State Finance Law.
4. The Requestor understands that energy or electrical costs are separate and are the Requestor's responsibility.

#### **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 traffic control signal 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.

**Fee Summary**

Traffic Signal Control Equipment (required for new installations)

\_\_\_\_\_ \$5,500.00 (one-time cost)  
INIT

Maintenance Agreement (required for all installations)

\_\_\_\_\_ \$1,251.62 per year beginning on \_\_\_\_\_  
INIT DATE

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:

\_\_\_\_\_

Requestor Billing Address:

\_\_\_\_\_

Fed. I.D. No.: \_\_\_\_\_

Signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

(If Applicable)

STATE OF NEW YORK )

COUNTY OF \_\_\_\_\_ )

SS:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ 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(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.

\_\_\_\_\_  
(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