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AGREEMENT FOR CONTROL OF ICE AND SNOW  
AND FOR MOWING COUNTY ROADS

THIS AGREEMENT dated as of the 1<sup>st</sup> day of January 2022, by and between the COUNTY OF ORLEANS, acting through the Commissioner of Public Works of said County (hereinafter the "County") and the Town of \_\_\_\_\_, acting through the Superintendent of Highways of said Town (hereinafter the "Town") (collectively the "Parties") as follows:

WHEREAS, section 135-a of the Highway Law provides that the County Superintendent of Highways may contract with the Town for the control of ice and snow on County Highways subject to the approval of each of the Legislative bodies of said County and Town; and

WHEREAS, the Town is willing to perform the work of such control of ice and snow upon such terms, rules and regulations as are contained herein and deemed by the Commissioner of Public Works to be for the best interests of the people of the County of Orleans; and

WHEREAS, Section 135 of the Highway Law provides for the cutting of noxious weeds within the bounds of the County roads; and

WHEREAS, the Town is willing to perform the work of cutting weeds upon such terms, rules and regulations as are contained herein and deemed by the County Commissioner of Public Works to be for the best interests of the people of Orleans County.

NOW, THEREFORE, in consideration of the mutual covenants and agreements between the parties hereto, it is agreed that the terms of the agreement shall be for five (5) years commencing as of January 1, 2022, terminating December 31, 2026, except the parties may request to renegotiate the prices and rates contained in paragraphs (3) and (6) hereof upon either party notifying the other in writing, of such party's wish to renegotiate, such notices to be delivered prior to July 1<sup>st</sup> of any year commencing with the first right to renegotiate being by notice given prior to July 1, 2022. Additionally, in the event that the County rescinds the current resolution in effect for disposition of County sales tax revenues whereby towns receive a percentage of the net collections from sales tax, the parties agree to open negotiations within thirty (30) days of the adoption of the rescinding resolution for the purpose of renegotiating the prices and rates contained in paragraphs (3) and (6).

**CONTROL OF ICE AND SNOW**

- 1) The Town shall provide all the labor, materials and equipment necessary for the control of ice and snow on such County Highways as designated by the Commissioner of Public Works to the extent that the Commissioner deems necessary to provide reasonable passage and movement of vehicles over said highways, and shall include clearing of the pavement and pushing of snow as near the ditch lines as practicable to provide room for future storms and ensure that it melts down to the ditches, together with sanding of hills, curves and intersections and such other places as may cause dangerous driving conditions.

- 2) The Commissioner of Public Works shall furnish the Town with suitable map of such municipality which shall delineate the County Highways within the boundaries of the Town and shall show distinctively the County Highways or parts thereof that are affected by this Agreement, for each year of the term to show the changes, if any, to the County Highways affected by this Agreement. Any such modification to such map shall be agreed upon in writing by the Commissioner of Public Works and the Town.
- 3) In consideration of the performance of the Town, the County agrees to pay the Town the following rates per season for each mile of County roads sanded by the Town and for each mile of County roads plowed by the Town:

2022 Sanding and Plowing Season per Mile: \$ \_\_\_\_\_ (TBD)

- 4) The consideration as set forth above will be paid annually by the County to the town as follows: by June 30<sup>th</sup>.

The per year sanding and plowing rate will be based on the Consumer price Index, Northeast Region for all urban consumers (all items) (hereinafter "CPI-U") as published by the U.S. Department of Labor, Bureau of Labor Statistics. The adjustment will be based on the preceding five-year rolling average of the June 12-month net percentage of change. The County will notify the Town of the adjustment for Town budgetary purposes for the upcoming Sanding and Plowing year as soon as it is available.

In addition to the foregoing consideration, the County also agrees to pay to the Town the sum of one thousand (\$1,000.00) dollars for each New York State Canal Bridge situate on a County-owned highway per year in the event that the New York State Department of Transportation has lowered the weight rating to twenty-five (25) tons or less of the Bridge on or before January 1<sup>st</sup> of the preceding year in recognition of the extra expenses incurred by the Town for service each lower rated New York State Canal Bridge.

- 5) The consideration as set forth above will be paid annually by The County to the town as follows: by June 30<sup>th</sup>.

#### **MOWING OF COUNTY ROADS**

- 6) The Town shall provide all the labor, materials and equipment necessary for the mowing of weeds on such County Highways as designated by the Commissioner of Public Works. There shall be three (3) mowings, each of which will be moved to the standard, which the Town roads are mowed. The first mowing shall take place no later than July 1<sup>st</sup>. A second or third mowing shall consist of mowing to the right-of-away line wherever possible. It is the intent of these specifications that only areas accessible to tractor mowers shall be mowed.

- 7) In consideration of the performance of the Town, the County agrees to pay for the mowing of weeds on \_\_\_\_\_ miles of County roads at the following rates:

2022 Season: Mowing per mile: \$ \_\_\_\_\_

The per year mowing rate will be based on the Consumer price Index, Northeast Region for all urban consumers (all items) (hereinafter "CPI-U") as published by the U.S. Department of Labor, Bureau of Labor Statistics. The adjustment will be based on the preceding five-year rolling average of the June 12-month net percentage of change. The County shall notify the Town of the adjustment for Town budgetary purposes for the upcoming Mowing year as soon as it becomes available.

- 8) The Town shall so conduct the work that persons and property are protected at all times. The Town shall protect, indemnify, and hold harmless including payment to officers, agents, employees, and the owners of land upon which any operations under this agreement take place, from the liability, cost, loss or damage on account of any injury to person, property or both, arising from the Town's performance under this contract. The Town shall defend at his own expense all suits, which may be brought to recover damages arising from the Town's performance under this agreement including suits or actions against the persons named above.

The Town shall procure at his own expense and maintain for the life of this agreement, insurance for injury, damage, costs or claims in the kind and amounts as specified in Attachment "A". Such policies shall embrace all operations to be performed under the contract. **All insurance, with the exception of Workers' Compensation and Employers Liability shall name Orleans County as additional insured.**

No work is to be commenced until all required certificates of insurance have been accepted by the Orleans County Attorney. All policies must provide a 30-day written notice prior to expiration, cancellation or diminishment and renewal certificates must be submitted prior to expiration date. Any deductibles or self-insured retention must be declared to and approved by the County.

- 9) The Town shall not assign, transfer, convey, subcontract or otherwise dispose of this Agreement or any of its right, title, or interest therein, or its power or authority to execute this Agreement to any other person, company, corporation or municipal entity without the prior consent, in writing, of the County.
- 10) Both parties agree that prior to January 1, 2026, this Agreement will be renegotiated to determine whether the Agreement should be renewed beyond January 2026.

IN WITNESS WHEREOF, THIS Agreement has been executed by the parties the day and year first above written.

**COUNTY OF ORLEANS**

By: \_\_\_\_\_  
Lynne M. Johnson, Chairman

Date: \_\_\_\_\_

**ORLEANS COUNTY  
DEPARTMENT OF PUBLIC WORKS**

By: \_\_\_\_\_  
John Papponetti, Commissioner

Date: \_\_\_\_\_

**TOWN OF \_\_\_\_\_**

By: \_\_\_\_\_  
Town Supervisor

Date: \_\_\_\_\_

**TOWN OF \_\_\_\_\_  
HIGHWAY DEPARTMENT**

By: \_\_\_\_\_  
Town Highway Superintendent

Date: \_\_\_\_\_