



April 11, 2022

Town of Amsterdam  
283 Manny's Corners Rd  
Amsterdam, NY 12010

Dear Town of Amsterdam,

Enclosed you will find three (3) copies of the Agreement for Control of Grass and Brush on County Highways. Please send back all three (3) signed copies along with the following paperwork:

- 1) Resolution (stamped with your town seal) authorizing you to execute this agreement.
- 2) Certificate of Liability Insurance with Montgomery County listed as an additional insured
- 3) Certificate of Disability Insurance

Once my office receives all the paperwork back, we will then forward to the County Executive to sign the contract. We will then return a copy back to you.

Any questions please give my office a call at (518)853-3814.

Sincerely,

*Eric Mead /vmc*

Eric M. Mead  
Commissioner of Public Works  
Montgomery County  
PO Box 1500  
Fonda, NY 12068

EMM/vmc  
Enclosures (3)

**COUNTY OF MONTGOMERY  
DEPARTMENT OF PUBLIC WORKS  
AGREEMENT FOR CONTROL OF  
GRASS AND BRUSH  
ON COUNTY HIGHWAYS**

Town of Amsterdam : Road Miles: 39.25(38.49 + 0.76 4-lane Miami Ave)

2022/2023 Mowing Amount/Mile: \$400.00 – Total Grass and Brush Control Contract: \$15,700.00

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the County of Montgomery (hereinafter called the County and the Town of Amsterdam hereinafter called the “Town) beginning June 1, 2022 and ending May 31, 2023.

Whereas, Section 135-a of the Highway Law provides that the Commissioner of Public Works may contract with any Town for the control of grass and brush on any county road, with the approval by Resolution of each of the legislative bodies of such County and Town; and

Whereas, Resolution No. 52 of 2022 authorizes contracting such grass and brush control within the ten (10) Towns, and the City of Amsterdam, with the approval by Resolution of each of those legislative bodies:

Now, therefore, in consideration of the mutual covenants and agreements between the parties hereto;

WITNESSETH:

1) TERM: This Agreement shall be from June 1, 2022 to May 31, 2023.

2) SERVICES:

- a. The Town shall clear such County highways and right of ways of grass and brush within the boundaries of such Town as designated by the Commissioner, to provide safe driving conditions
- b. The Town shall furnish to the Commissioner a certificate or certificates of insuring showing they comply with the County’s insurance requirements as attached hereto as “Schedule A”. The County must be named as an additional insured. All Certificates must be submitted with the signed contract.

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- c. This agreement may be suspended on five days' written notice by the Commissioner for failing to perform. Upon any suspension the Town shall be liable on a per diem basis (total amount of the contract divided by 365 per day) for any days for which the Agreement is suspended. Payment must be submitted within thirty (30) days. Failure to submit payment within thirty (30) days will result in interest being added to the outstanding balance. If the Agreement is reinstated and payment has not been made by the Town the owed money and interest can be withheld by the County on the subsequent payment at the County's sole option.
- d. The Town shall be paid by the County for work performed under this agreement at the rate of \$400.00 per mile of County highways, for grass and brush control for 2022/2023.
- e. One half of the total contract price for grass and brush control shall be paid by the 15<sup>th</sup> day of July, or within thirty days after the executed Agreement with necessary proof of insurance is received from the municipality, whichever is later, and the balance will be paid after an inspection of County roads has been made in the fall, but in no event later than October 1<sup>st</sup>. If this inspection shows damage caused in excess of \$2,500.00, the Town shall be held liable for said damage pursuant to the terms set forth in Paragraph "c" above.

3) ENFORCEABILITY: If any term of this Agreement or the application thereof to any person or circumstances shall to any extent be held by a Court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall not be affected thereby and shall be valid and enforced to the fullest extent possible permitted by law.

4) WAIVER: Failure or delay of either party to exercise a right under this Agreement shall not be considered a waiver of that right.

5) AGENCY: This agreement in no way establishes an agency relationship between the Town and the County. Each party shall maintain its independence and its separate identity. Each party shall have executive control of its management, employees, staff, policies and assets. Neither party assumes any liability for the acts of the other party.

6) HOLD HARMLESS: The Town shall hold the County harmless and indemnify the County from and against liability, loss, damage, cost and expense which such other party may suffer from any claim, demand, suit, or cause of action which may be made or had against it arising out of this Agreement.

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- 7) ASSIGNMENT: This Agreement binds the parties hereto and their respective successor, agents, officers, representatives and assigns. This Agreement may not be assigned by either party except by agreement, in writing, duly executed, signed and acknowledged by the authorized officers and/or representatives of both parties. The terms of this Agreement shall be binding upon the assigns of the parties hereto, in the event of approved assignment.
- 8) MODIFICATION: There shall be no oral modifications of this agreement and any modification or amendment of the terms of the agreement shall not be binding unless executed in writing by authorized officers and/or representatives of both parties. The terms of this written agreement contain entire understanding between the parties and supersede any oral representations previously made.
- 9) VENUES AND DISPUTES: The exclusive means of disposing of any dispute arising under this Agreement shall be decided in a New York State Court of competent jurisdiction located within Montgomery County, New York. There shall be no right to binding arbitration. Pending final resolution of a dispute, the Town shall proceed diligently with performing the terms of this Agreement. The Town waives any dispute or claim not made in writing and received by the County within thirty (30) days of the occurrence giving rise to the dispute or claim. The claim must be in writing for a sum certain and any money requested must be fully supported by all cost and pricing information.
- 10) EXECUTORY: This Agreement shall be deemed executory only to the extent of money available to the County for the performance of the terms hereof and no liability on account thereof shall be incurred by the County beyond money available for the purposes thereof.
- 11) DISCRIMINATION: That the Town hereby further agrees that it will not discriminate against anyone on the grounds of race, color, natural origin, or handicap.
- 12) COMPLIANCE: That the Town hereby further agrees that it will comply with all the Federal, State and County Laws, Rules, Regulations, Codes and Ordinances on its part to be complied with in the performance of this Agreement.

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This Agreement shall bind the successors' assigns and representatives of the parties hereto.

In witness thereof, this Agreement has been executed by the County and the Town has caused this agreement to be executed by its duly authorized officers on the day and year first above written.

Accepted for Montgomery County

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Name: Matthew Ossenfort  
Title: County Executive  
Date:

Accepted for the Town of

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Name:  
Title:  
Date:

SCHEDULE A  
GENERAL INSURANCE REQUIREMENTS FOR  
GRASS AND BRUSH AGREEMENT  
ON COUNTY HIGHWAYS  
MONTGOMERY COUNTY, NEW YORK

**INSURANCE:** Contractor/vendor shall not commence work under this contract until the contractor/vendor has obtained all insurance required under the following paragraphs and such insurance has been approved by the County of Montgomery.

Worker's Compensation Insurance: Contractor/vendor shall take out and maintain during the life of this contract, Worker's Compensation Insurance and employer's liability insurance for all the contractor's/vendor's employees employed at the side of the project. PROOF OF WORKER'S COMPENSATION INSURANCE MUST BE PROVIDED ON THE FOLLOWING FORMS ONLY:

- a) If coverage is obtained from an insurance carrier, on forms c-105.2(9-07) or U-26.3.
- b) If contractor/vendor is self insured or participates in an authorized group self-insurance plan, on forms SI-12 or GSI-105.2

*Please note that ACORD forms are NOT acceptable proof of New York State Worker's Compensation Insurance.*

If contractor/vendor is legally exempt from obtaining worker's compensation insurance, proof of such exemption MUST BE PROVIDED on the following form:

- a) WC/DB-100 (9-07), Affidavit for New York Entities With No Employees and Certain Out of State Entities, That New York State Worker's Compensation And/or Disability Benefits Insurance Coverage is not Required.

New York State Disability Benefits: Contractor/Vendor shall maintain coverage as required by law for disability benefits. PROOF OF DISABILITY COVERAGE MUST BE PROVIDED ON THE FOLLOWING FORMS ONLY:

- a) If coverage is obtained from an insurance carrier, on forms DB-120.1 or DB-820-829.
- b) If contractor/vendor is self insurance, on form DB-155.

*Please note that ACORD forms are NOT acceptable proof of New York State disability insurance.*

If contractor/vendor is legally exempt from obtaining disability benefits coverage, proof of such exemption MUST BE PROVIDED on the following form:

- a) WC/DB-100 (9/07), Affidavit for New York Entities With No Employees And Certain Out of State Entities, That New York State Worker's Compensation and/or Disability Benefits Insurance Coverage is Not Required.

General Liability Insurance: The contractor/vendor shall take out and maintain during the life of the contract, such bodily injury, personal injury and property damage liability insurance as shall protect him and the County from claims for damages including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. It shall be the responsibility of the contractor/vendor to maintain such insurance in amounts sufficient to fully protect himself and the County, but in no instance shall amounts be less than those set forth below. These amounts are specified only to establish the MINIMUM coverage acceptable.

Schedule A(continued)

Bodily injury, property damage, and personal injury liability insurance in an amount not less than \$1,000,000 (one million dollars) per occurrence for injuries, including wrongful death subject to an annual aggregate limit in an amount less than \$2,000,000 (two million dollars)

Other Conditions of General Liability Insurance:

1. Coverage shall be written on Commercial General Liability form, or its equivalent.
2. Coverage shall include:
  - A. contractual liability
  - B. independent contractors
  - C. products and completed operations
3. County of Montgomery, County Office Building Annex, 20 Park Street, P.O. Box 1500, Fonda, New York 12068, shall be added to the General Liability policy as "Additional Insured."

Automobile Liability Insurance:

Automobile bodily injury liability and property damage liability insurance shall be provided by the contractor/vendor with a minimum combined single limit (CSL) of \$1,000,000 (one million dollars) per accident.

Other conditions of Automobile Liability Insurance:

1. Coverage Shall include:
  - A. Owned, hired car and non-owned vehicles

Evidence of Insurance:

The contractor/vendor shall file with the County insurance office before commencing work under this contract, a certificate of Insurance which shall bear the following information:

1. Name and address of Insured.
2. Titles and location of operations to which insurance applies.
3. Policy number, insurance company name and type or types of insurance in force there under on date borne by such certificate.
4. Inception and expiration dates of policies and limit or limits of liability thereunder on date borne by such certificate.
5. Thirty day notice of cancellation or non-renewal.
6. If contractor's/vendor's insurance policies should expire or not be renewed during the life of the contract, the contractor/vendor shall provide the County with a new certificate of insurance which indicates the replacement policy information as requested above.
7. County of Montgomery, Montgomery County Office Annex Building, 20 Park Street, P.O. Box 1500, Fonda, New York, shall be added to the General Liability policy as "Additional Insured."