

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 plus 0.76 4-Lane Miami Ave.)

2025/2026 Mowing Price/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, 2025 and ending May 31, 2026.

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. 99 of 2025 authorizes contracting such grass and brush control within the ten (10) Towns, the City of Amsterdam and the Village of St. Johnsville, 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, 2025 to May 31, 2026.

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 2025/2026.
 - e. One half of the total contract price for grass and brush control shall be paid by the 15th 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 1st. 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 extend 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.

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- 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.

- 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.

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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.

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.

COUNTY OF MONTGOMERY

DATED: _____

By: _____

Peter Vroman
Montgomery County Executive

TOWN OF AMSTERDAM

DATED: _____

By: _____

Name: _____

Title: _____