


**TOWN OF HARRISON  
VILLAGE OF HARRISON  
ATTORNEY'S OFFICE**

**MEMORANDUM**

TO: Ronald W. Belmont, Supervisor  
Members of the Town Board

FROM: Frank P. Allegretti, Town Attorney 

DATE: August 3, 2017

RE: **New York State Snow and Ice Agreement**  
**Extension: July 1, 2017 to June 30, 2018 Snow Season**

In connection with the above referenced matter, attached herewith is a letter dated July 14, 2017 from the New York State Department of Transportation requesting an extension of the Municipal Snow and Ice Agreement for the 2017/2018 snow season.

I have reviewed the Agreement Extension, deemed it to be in order, and accordingly, recommend that the Town Board authorize the Supervisor and Commissioner of Public Works to sign as required.

FPA:ap  
Attachments

Contract #	Municipality	Ext. season	Region #
D009587	Town/Village of Harrison / S. Westchester County	2017/18	8

### AGREEMENT TO EXTEND INDEXED LUMP SUM MUNICIPAL SNOW AND ICE AGREEMENT

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_ by and between THE PEOPLE OF THE STATE OF NEW YORK (hereinafter referred to as "STATE"), acting by and through the Commissioner of Transportation of the State of New York (hereinafter referred to as "COMMISSIONER"), and the \_\_\_\_\_ of the Town/Village of Harrison of (hereinafter referred to as "MUNICIPALITY") as follows:

WHEREAS, the COMMISSIONER and the MUNICIPALITY have entered into an Agreement No. D009587 entitled "Indexed Lump Sum Snow and Ice Agreement between the New York State Department of Transportation and the Municipality of Town/Village of Harrison dated October 11, 1995; and

WHEREAS, the term of the said Agreement is for a period of three years commencing **July 1, 1990** and the said Agreement provides that the parties may at the end of each year of the term of the Agreement extend such term for an additional year; and

WHEREAS, the present term of the Agreement, as extended, expires June 30, **2017**; and

WHEREAS, Section 7 of the said Agreement provides that the COMMISSIONER shall furnish the MUNICIPALITY with a suitable map for each term of the Agreement, or for any extended term thereof, modified to show the changes, if any, to the State Highways affected by this Agreement.

WHEREAS, Section 9 of the said Agreement provides for an annual update of the estimated expenditure to be determined by the COMMISSIONER subject to the provisions of Section 9 at the time for extension of the Agreement;

WHEREAS, Section 9 of the said Agreement also provides for an adjustment to the actual payment amount based on the intensity and severity of the winter season;

NOW, THEREFORE, in consideration of the mutual covenants and benefits between the parties,

WITNESSETH:

1. The aforementioned "Indexed Lump Sum Snow and Ice Agreement Between New York State Department of Transportation and the MUNICIPALITY" is hereby extended for a period of one year; now to expire on June 30, **2018**, unless further extended.

2. The State Highways or parts thereof affected by this Agreement are as delineated on the attached map, agreed upon by the COMMISSIONER and the MUNICIPALITY, which shall be effective for the remainder of the term of the Agreement commencing July 1, **2017**, unless changed by future agreement between the COMMISSIONER and the MUNICIPALITY.

3. All the terms and conditions of the original contract remain in effect except as follows. The indexed lump sum estimated expenditure specified in Section 9 of the aforementioned Agreement shall be \$ **\$38,420.80** for **23.6** lane miles for the **2015/16** season and for the remainder of the term of the Agreement commencing July 1, **2015**, unless changed by future update.

IN WITNESS WHEREOF, This Agreement has been executed by the State, acting by and through the duly authorized representative of the COMMISSIONER, and the MUNICIPALITY, which has caused this Agreement to be executed by its duly authorized officer on the date and year first above written.

Over 

Agency Certification Contract No. **D009587**

"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

THE PEOPLE OF THE STATE OF NEW YORK

MUNICIPALITY

BY \_\_\_\_\_  
for Commissioner of Transportation

BY \_\_\_\_\_

**RONALD W. BELMONT**  
Supervisor/Mayor  
Town/Village of Harrison

ATTORNEY GENERAL'S SIGNATURE

COMPTROLLERS SIGNATURE

\_\_\_\_\_

\_\_\_\_\_

Dated \_\_\_\_\_

Dated \_\_\_\_\_

STATE OF NEW YORK )

) SS:

COUNTY OF S. Westchester County )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me personally came \_\_\_\_\_ to me known who, being by me duly sworn, did depose and say that he resides in \_\_\_\_\_, New York; that he is the \_\_\_\_\_ of \_\_\_\_\_ the municipality described in and which executed the above instrument; that he executed said instrument by order of the Governing Body of said municipality pursuant to a resolution which was duly adopted on \_\_\_\_\_; a certified copy of such resolution attached hereto and made a part hereof.

\_\_\_\_\_  
Notary Public

MAP SHOWING \_\_\_\_\_ TOWN/VILLAGE OF HARRISON  
RESPONSIBILITY FOR SNOW & ICE CONTROL ON STATE HIGHWAYS FOR THE SEASONS  
OF \_\_\_\_\_ 2015/16-2017/18

CENTER LANE MILES	CONTRACT LANE MILES
	23.60

SNOW AND ICE  
CONTROL

SIGNED \_\_\_\_\_

REGIONAL DIRECTOR OF OPERATIONS

DATE \_\_\_\_\_

SIGNED \_\_\_\_\_

FOR MUNICIPALITY

DATE \_\_\_\_\_

