

TOWN OF HARPERSFIELD

RESOLUTION NUMBER 007 OF THEY YEAR 2004

Councilman Morris Riddell Jr. offered the following resolution and moved for its adoption:

WHEREAS, The Town Board of the Town of Harpersfield hereby approves the following agreement executed by the Town Superintendent of Highways of the Town of Harpersfield with the County Superintendent of Highways of Delaware County for the performance by the Town of Harpersfield on the work of control of snow on the County roads within the boundaries of the County; and

WHEREAS, the agreement shall be as follows:

AGREEMENT FOR THE CONTROL OF SNOW ON COUNTY ROADS BY TOWN FORCES PURSUANT TO SECTION 135-A OF THE HIGHWAY LAW.

THIS AGREEMENT made this 4th day of October 2004 by and between the County of Delaware (hereinafter called "County") acting by Wayne D. Reynolds as County Superintendent of Highways of Delaware County (hereinafter referred to as "County Superintendent") and the Town Board of the Town of Harpersfield (hereinafter called "Town") acting by Philip Simmons, Town Superintendent of Highways of the Town of Harpersfield as follows:

WHEREAS, Section 135-a of the Highway Law authorizes the County Superintendent of Highways to contract with a Town Superintendent for the removal of snow from County Roads.

NOW, THEREFORE, in consideration of the mutual covenants and agreements between the parties hereto, it is hereby agreed as follows:

1. The term of this agreement shall be for the term commencing September 1, 2004 and ending August 31, 2005.

2. The Town shall clear the following County Roads from snow and apply abrasives:

Sturges Corners-Schoharie County Line	-	Town of Harpersfield-
		4.65 miles.
Sturges Corners-Schoharie County Line	-	Town of Kortright -
		0.70 miles.
Peck Street	-	Town of Harpersfield-
		1.97 miles.

TOTAL 7.32 miles.

Such roads shall be cleared to the extent that the County Superintendent may deem necessary to provide reasonable

passage and movement of vehicles over such highways.

3. Except as provided hereafter the COUNTY shall be responsible for any loss with respect to any tort claim arising from or occasioned by the manner of performance of the functions under this agreement or under any sub-contract authorized thereby, provided, however, that any such TOWN shall, within ten (10) days, notify the COUNTY SUPERINTENDENT of any action, proceeding, claim or demand arising hereunder. The COUNTY SUPERINTENDENT shall, at his option, either elect to defend any action brought against a TOWN or call upon the TOWN to defend such an action. In the event that the TOWN defends the action the COUNTY shall reimburse the TOWN for all necessary expenses including litigation expenses incurred by the TOWN. In no event shall the COUNTY be obligated to defend or indemnify the TOWN or any insurer thereof, in any action, proceeding, claim or demand arising out of the actual operation of an insured vehicle or vehicle subject to self insurance while engaged in the operation of snow control functions under this agreement. In all actions, proceedings, claims or demands, arising out of work under this agreement the COUNTY shall assist and cooperate with the TOWN in the defense of such action by providing expert witnesses, legal advice and necessary data.

4. The County Superintendent may stop by written order any work or any part of the work under this agreement if the methods or conditions are such that the Superintendent deems them to be unsatisfactory and not for the best interest of the public, and the County Superintendent shall thereupon complete the work in such manner as, in his judgement, shall be for the best interest of the public.

5. Reimbursement shall be made to the Town for the use of all trucks, plows or other mechanical equipment furnished by the Town for the time of its use at the hourly rate as fixed by the State Comptroller in the exercise of supervision of municipal accounts for the renting or hiring of same.

6. Reimbursement shall be made to the Town for the salaries or wages paid to all foremen, equipment operators, truck drivers and laborers, for their working time while engaged upon and in connection with the work of snow control on the County Roads as the rate such employees are paid by the Town, plus fringe benefits. If the Town is in negotiation for a new contract and negotiation is stalled, the Town will be paid at the current wage rates on file with the County with no retroactive reimbursement. At such time that the County receives new wage rates from the Town, reimbursement at those new rates will begin as of that date.

7. The Town Superintendent shall file with the County Superintendent within one week after any work shall have been performed under this agreement, a daily report of the

operator of any equipment used in such work. Blanks for this report shall be furnished by the County Superintendent of Highways.

8. Any reports listed in Section 7 not submitted to the County by the fifteenth day of the following month will not be eligible for reimbursement.

9. On or before the fifteenth day of each month following the month when any work shall have been performed under this agreement, the Town shall file with the County Superintendent a payroll verified by the Town Superintendent. This payroll shall show the hours of employment and rates of personnel and equipment furnished by the Town in the performance of snow control on County Roads during each proceeding month.

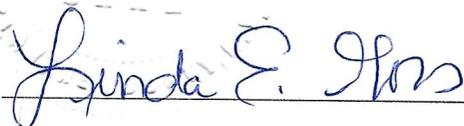
10. In the event that the Town is unable to fulfill its obligation to this agreement using its own equipment and manpower, it shall remain the responsibility of the Town to clear and/or apply abrasives to the above mentioned roads.

11. This agreement shall be subject to approval by the Delaware County Board of Supervisors and by the Town Board of the Town of Harpersfield.

12. This agreement shall bind the successors, assigns and representatives of the parties hereto.

Seconded by Councilman David Ogborn with a roll call vote as follows:

Adopted:	Supervisor	James Eisel Sr.	Aye.
	Councilman	Harold Bedford	Aye.
	Councilman	Morris Riddell Jr.	Aye.
	Councilman	David Ogborn	Aye.
	Councilwoman	Catherine Straus	Aye.



Linda E. Goss, Town Clerk
Town of Harpersfield

Date: October 4, 2004