

County of Jefferson
Office of the County Attorney



County Office Building
175 Arsenal Street
Watertown, New York 13601
(315) 785-3088 (315) 785-5178 Fax

Fax not authorized for service

August 23, 2023

Town of Denmark
Scott Doyle, Town Supervisor
3707 Roberts Road
Carthage, NY 13619

Re: Jefferson County Agreement(s)
Removal of Snow and Ice (1/1/23-12/31/27)

Dear Sir/Madam:

Please find enclosed, three duplicate originals of the above Snow and Ice Agreement for review and signature (in the presence of a Notary Public) by an authorized official. Once signed and notarized, kindly return all original duplicates to my attention with the proper insurance certificate(s) in order for us to forward them to the Chairman of the Board of Legislators for execution. Please be advised that contracts are not fully executed until proper insurance certificates are reviewed and approved.

Please remember to include your current insurance certificates as required by Section 15 of your agreement.

In order to further streamline the execution process, ***please do not send the contracts without the certificates***. If your agent needs to update your certificates, please have them sent directly to you for inclusion in the packet. Contracts without proper insurance certificates will be returned to the department and will cause significant delays in the execution process. **Please contact James L. Lawrence, Jefferson County Highway Superintendent if you have any questions regarding the provisions of the agreement(s).**

Thank you in advance for your anticipated cooperation.

Sincerely,

Kimberly A. Snow
Confidential Secretary
to the County Attorney

enc.

cc: J. Lawrence, Highway Superintendent

AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 20____, between the **COUNTY OF JEFFERSON**, (hereinafter "County" or "the County") with offices at 195 Arsenal Street, Watertown, New York 13601; and **TOWN OF DENMARK**, (hereinafter "Town" or "the Town"), with offices at 3707 Roberts Road, Carthage, New York 13619 (The County and the Town are collectively referred to as "the Parties").

WITNESSETH:

WHEREAS, the County is in need of manpower, machinery, and equipment in connection with the maintenance, construction, and reconstruction of County Roads and Bridges, and the removal of snow and ice from County Roads and Bridges, and

WHEREAS, the Town has the available manpower, machinery and equipment to meet the County's requirements, and desires to provide same.

NOW, THEREFORE, in consideration of the promises and covenants herein contained, the Parties agree as follows:

SECTION 1. TERM

This Agreement shall commence on January 1, 2023, and shall expire on December 31, 2027.

SECTION 2. CATEGORIES OF SERVICES

As set forth in further detail, *infra*, and subject to the terms and conditions of this Agreement, the Town hereby agrees to provide the following services to the County:

- (A) Sanding, Salting and Snow and Ice Removal.

SECTION 3. ROUTINE ROAD AND BRIDGE MAINTENANCE SERVICES.

This Section intentionally left blank.

SECTION 4. DIRECTED ROAD AND BRIDGE MAINTENANCE SERVICES.

This Section intentionally left blank.

SECTION 5. CONSTRUCTION AND RECONSTRUCTION PROJECTS.

This Section intentionally left blank.

SECTION 6. SANDING AND SNOW AND ICE REMOVAL.

The Town, through its Superintendent of Highways, shall sand, Salt and remove snow and ice from all County highways within said town, and in nearby towns if so directed, using all labor, materials, machinery and equipment necessary to accomplish that task. Such work shall be performed at the initiative of the Town Superintendent of Highways at such times as local

conditions require to keep County roads and bridges in the Town in a reasonably safe condition for use by the traveling public. Such work shall also be performed at the request of the County Superintendent of Highways, or his designee. The Town shall be responsible for directly supervising and controlling the work, subject only to the general supervision of the County Superintendent of Highways. A completed work activity sheet in the form shown as schedule "A" or similar shall be submitted.

SECTION 7. ALL WORK TO BE DONE IN A WORKMANLIKE MANNER/CORRECTING DEFICIENCIES

All work performed by the Town under this Agreement shall be performed in a workmanlike manner; and in compliance with applicable codes, rules, regulations, laws and generally accepted industry standards. It shall be Town's responsibility to correct, in a timely fashion and at Town's sole expense, any deficiencies in its work, provided such deficiencies are reported to Town in writing within ninety (90) days after completion of the work. Such written notice of deficiencies shall set forth a reasonable period of time for the Town to cure. If Town fails to fully correct such deficiencies within the specified time to cure, the County may correct the work itself or elect to have others perform such corrections, and the County may charge any related cost of such corrections to Town. Notwithstanding the foregoing, the Town shall not be responsible for the expense of correcting deficiencies in its work resulting from circumstances beyond its reasonable control.

SECTION 8. WORK TO BE PERFORMED IN OTHER TOWNS

Notwithstanding any other provision in this Agreement, it is understood and agreed that the Town's first priority for work under this Agreement are the County and Town roads located within the physical boundaries of the Town; and that the Town shall not be required to supply labor, materials, or equipment for work in nearby towns if doing so would significantly and materially impair the Town's ability to service the County and Town Roads and Bridges within its own boundaries.

SECTION 9. SAFETY PRECAUTIONS

(A) If the Town is responsible for direct supervision and control of the work as provided in Sections 3, 4, 5, and 6 of this Agreement, the Town shall provide and employ all safety measures, safety equipment, and safety devices appropriate and necessary for the work.

(B) If the County is responsible for direct supervision and control of the work as provided in Sections 3, 4, 5, and 6 of this Agreement, the County shall ensure that any safety equipment and safety devices appropriate and necessary for the work are employed.

(C) The Town's Superintendent and employees shall comply with all safety standards, codes, regulations, and laws applicable to their activities under this Agreement. Where the County is responsible for providing direct supervision and control of the work as provided in this Agreement, in providing such supervision and control the County and its employees shall comply with all applicable safety standards, codes, regulations, and laws.

(D) Any equipment supplied by the Town under this Agreement shall be in good working order and in a condition safe for operation. Any equipment supplied by the County which is operated by employees of the Town under this Agreement, or which Town employees are assigned to work with under this Agreement, shall be in good working order and in a condition safe for operation.

SECTION 10. TRAFFIC CONTROL

(A) If the Town is responsible for direct supervision and control of the work as provided in Sections 3, 4, 5, and 6 of this Agreement, the Town shall be responsible for supplying, installing and/or maintaining such warning signs, barriers, and other devices and for providing such traffic control personnel as are necessary to protect the traveling public from all hazards relating to the work, including those signs, barriers, warning devices and procedures as specified in applicable laws, codes, regulations and generally accepted industry standards.

(B) If the County is responsible for direct supervision and control of the work as provided in Sections 3, 4, 5, and 6 of this Agreement, the County shall be responsible for supplying, installing and/or maintaining such warning signs, barriers, and other devices and for providing such traffic control personnel as are necessary to protect the traveling public from all hazards relating to the work, including those signs, barriers, warning devices and procedures as specified in applicable laws, codes, regulations and generally accepted industry standards.

SECTION 11. PROTECTION OF PROPERTY

Except for normal wear and tear, Town assumes the risk of and shall be responsible for any loss or damage to County property in the performance of this Agreement and caused, either directly or indirectly, by the negligent, reckless, intentional or other culpable conduct of Town, its officers, employees and agents. Except for normal wear and tear, County assumes the risk of and shall be responsible for any loss or damage to Town property in the performance of this Agreement and caused, either directly or indirectly, by the negligent, reckless, intentional or other culpable conduct of County, its officers, employees and agents.

SECTION 12. PAYMENT FOR SERVICES

A. Road and Bridge Maintenance Services; Construction and Reconstruction of County Roads.

Not Applicable

B. Sanding, Snow and Ice Removal

Subject to verification as provided in Section 14 "Examination and Audit", infra, the County agrees to reimburse the Town for sanding, salting and snow and ice removal during the term of this agreement \$7,000.00 per mile of county road serviced per year. The Towns of Adams, Henderson, Ellisburg, Loraine, Worth, Hounsfield, Watertown, Rutland, Wilna, Pinckney, Denmark and Rodman shall be entitled to an additional 5% per mile per year, after all adjustments below, in consideration of higher than average snow fall in those Towns. In addition to the above, the per mile, per year rate shall be modified from time to time according to the following adjustments:

1. NYS Office of General Services (OGS) Contract Price for Road Salt. The base price of road salt for 2023 will be \$80.00 per ton. Each January 1st beginning in 2024, the NYSOGS contract price for road salt shall be compared to the 2023 base price. For each \$10.00 per ton difference between the two prices, the payment per mile shall be increased/decreased \$100.00 per mile per year. If the price difference is less than \$10.00 per ton, there shall be no adjustment.
2. Market Price of Diesel Fuel. The base year price for #2 diesel will be at the 2023 rate or \$3.50 per gallon. Each January 1st and September 30th, beginning January 1, 2024, the NYSOGS contract price for fuel shall be

compared to the base price. For each 50 cent difference between the two prices, the payment per mile shall be increased/decreased \$100.00 per mile per year. If the price difference is less the 50 cents, there shall be no adjustment.

3. Cost of Living Adjustment. On January 1, 2024 - 2027, the total payment per mile per year shall be adjusted and increased by the average rate of the Consumer Price Index (CPI-W) for the preceding 12 month period commencing on October 1st and ending September 30th. In the event the average Consumer Price Index for the above 12 month period reflects a rate between 0% and 2%, the total payment shall be increased by 2%. In the event the average CPI for the above 12 month period reflects a rate higher than 2% the total payment shall be increased by that amount if or until it reaches 4% wherein it will be capped. The rate shall be applied to the base rate, including adjustments set forth above.

Payment for services pursuant to this Section 12.B. shall be made in each year of this Agreement on the following schedule:

March 1 :	80%
November 1 :	20%

C. Unit Cost Construction and Reconstruction Work

Subject to verification as provided in Section 14 "Examination and Audit", infra, the County agrees to reimburse the Town for construction and reconstruction work performed on a unit cost basis, the price per unit agreed to in the applicable separate project specific agreement provided for in Section 5 of this Agreement.

SECTION 13. REQUESTS FOR PAYMENT

All reimbursement requests shall be due from the Town to the County within two weeks after the costs have been incurred and must be submitted to the County no later than two (2) weeks after incurred, to avoid penalty. If a reimbursement request is received by the County later than two (2) weeks after the date incurred, the County may assess a 1.5% penalty of the reimbursement request, and withhold that amount from payments to the Town. Claims that are received in a timely fashion, and which qualify for approval shall be paid by the County within thirty (30) days of receipt, as specified under the "prompt payment" requirement of General Municipal Law §106-b.

SECTION 14. EXAMINATION AND AUDIT

- A. Examination. It is understood and agreed that the County, directly or through its agents or representatives may inspect any and all equipment used by the Town, for which reimbursement is requested, for purposes of accurately cataloging the equipment available for use under this Agreement, and for verifying payments made under the Agreement. The Town shall make no claim for equipment rental reimbursement for any inspection. Within thirty days of execution of this Agreement, the Town agrees to provide to the County Highway Superintendent clear, complete and legible photocopies of the registrations of each piece of equipment, obtained from the New York State Department of Motor Vehicles describing such equipment to be used under this Agreement; and full complete and legible copies of the "line setting ticket" provided by the manufacturer for each such piece of equipment. In the event that the Town does not have the "line setting

ticket" and cannot obtain a duplicate from the manufacturer or retailer for a given piece of equipment, the Town shall advise of that deficiency, and shall provide such substitute identifying information as shall be deemed mutually satisfactory by the Town and County Highway Superintendents. If additional or replacement equipment is acquired during the life of this Agreement, the same "line setting ticket" and registration documentation shall be forwarded to the County Highway Superintendent within thirty days of such acquisition. If, during the life of this Agreement, the Town alters or modifies equipment in a way not prohibited by law, such that the identifying information is no longer accurate, the Town shall promptly notify the County Superintendent of Highways of the nature and extent of the change and shall, during the life of this Agreement make such modified equipment available for inspection within the scope of this section. The Town expressly agrees that it will not use equipment under this Agreement which has been modified or altered in a manner prohibited by law. In the event that any item of equipment used for reimbursement under this Agreement is inspected or audited by the New York State Comptroller, or by any other agency of the State or federal government conducting any financial audit or physical equipment inventory, the Town agrees to provide copies of any audit or report or citation generated by such government to the County Superintendent of Highways within thirty days of issuance.

- B. Audit. The Town agrees that the County shall, until the expiration of five (5) years after final payment under this Agreement, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of the Town, in whatever form such records are maintained, relating to its performance of this Agreement, or relating to employees or agents, or equipment for which reimbursement is sought under this Agreement. It is expressly agreed that any request for reimbursement which is based upon inaccurate equipment inventory or personnel records, or which misstates the capacity of any equipment shall not be reimbursable to the Town by the county; that any such reimbursement made shall be repaid to the County; and such request may constitute an act of default by the Town.

SECTION 15. INSURANCE

- A. The Town agrees to maintain during the life of this Agreement automobile liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000. The Town further agrees to maintain during the life of this Agreement comprehensive general liability insurance, with minimum policy limits of \$1,000,000 combined single limit for personal injury and property damage, and \$1,000,000 aggregate. Such insurance shall be maintained with a carrier authorized by the New York State Department of Insurance to do business in New York State as a licensed carrier or approved as a surplus lines carrier for the limits and coverage provided with a Best Rate of "A" or better under the most recent Best Key Rating Guides or Best's Agent Guide with a financial rate of VI or higher. The Town agrees to include the County, its officers, employees and agents as additional named insureds on its general liability policy, which additional insured coverage shall be limited to the purposes of this Agreement. Insurance provided by the Town naming the County, its officers, and agents as additionally insureds shall be primary to all insurance coverage or self-insurance maintained by the County. If the Town's general liability insurance policy contains a contractual liability exclusion, Town shall procure an endorsement to such policy eliminating this exclusion with respect to this Agreement. Each policy of liability insurance shall contain clauses to the effect that it shall not be cancelled, including without limitation, for non-payment of premium, or materially amended without thirty days prior written notice to the County. To the

extent that it is commercially available, each policy of liability insurance shall be provided on an "occurrence" basis.

- B. The County agrees to maintain during the life of this Agreement automobile liability insurance with a minimum combined single limit for bodily injury and property damage of one million dollars of \$1,000,000. The County further agrees to maintain during the life of this Agreement comprehensive general liability insurance, with minimum policy limits of \$1,000,000 combined single limit for personal injury and property damage, and \$1,000,000 aggregate. Such insurance shall be maintained with a carrier authorized by the New York State Department of Insurance to do business in New York State as a licensed carrier or approved as a surplus lines carrier for the limits and coverage provided with a Best Rate of "A" or better under the most recent Best Key Rating Guides or Best's Agent Guide with a financial rate of VI or higher. If the County's general liability insurance policy contains a contractual liability exclusion, County shall procure an endorsement to such policy eliminating this exclusion with respect to this Agreement. Each policy of liability insurance shall contain clauses to the effect that it shall not be cancelled, including without limitation, for non-payment of premium, or materially amended without thirty days prior written notice to the Town. To the extent that it is commercially available, each policy of liability insurance shall be provided on an "occurrence" basis.
- C. The Parties shall secure and maintain all workers' compensation, disability and unemployment insurance as may be required by applicable laws, codes, and regulations.
- D. Any accident arising from work being performed by the Town under this Agreement, or from the Town's operations under this Agreement, shall be reported to the County Superintendent of Highways as soon as possible, and not later than 24 hours after the time the Town's Superintendent of Highways or Town Supervisor acquires knowledge of the accident. The Town agrees to cooperate with the County or its agents in investigating the accident and in providing information concerning the accident in a timely manner. Town shall be responsible for any damage or expense to the County which arises as a consequence of its failure to cooperate or to notify the County as provided herein.
- E. Each party shall supply the other with certificates of insurance documenting the procurement and maintenance by the other of all insurance required by this Agreement. In addition, upon request each party shall supply the other with certified copies of complete policies of insurance for any insurance required by this Agreement.

SECTION 16. DEFENSE AND INDEMNIFICATION; CONSEQUENTIAL DAMAGES

- A. The Town does hereby covenant and agree to defend, indemnify and hold harmless the County and its officers, employees and agents against all claims, actions, suits, losses, damages, liabilities, costs or expenses, including without limitation, reasonable attorneys fees and costs of litigation, (hereinafter collectively referred to as "claims"), which the County, its officers, employees or agents may suffer, which claims arise out of or result from :
 1. The Town's performance or failure to perform under this Agreement;
 2. The Town's negligent, reckless, intentional, or other legally culpable

conduct; or

3. The legal relationship between the County and Town resulting from this Agreement.

Notwithstanding the foregoing, for claims which, in whole or in part, arise out of or result from acts or omissions of the Town pertaining to work which the Town is required to undertake pursuant to Sections 3, 4, 5, and 6 of this Agreement, the Town's obligations to indemnify and hold harmless under this Subsection 16A shall be limited to those categories of work for which the Town is responsible for providing direct supervision and control under this Agreement. This limitation shall not apply with respect to claims arising from intentional wrongdoing by the Town's officers or employees.

The acts or omissions of any party employed directly or indirectly by the Town shall be deemed to be that of the Town for the purposes of the Town's obligations to defend, indemnify and hold harmless under this Subsection 16A.

With respect to the indemnification obligation of the Town under this Section, insofar as the facts and Law relating to any claim would preclude the County or its officers, employees and agents from being completely indemnified by the Town, the County and officers, employees and agents shall be partially indemnified by the Town to the fullest extent permitted by Law.

- B. The County does hereby covenant and agree to defend, indemnify and hold harmless the Town and its officers, employees and agents against all claims, actions, suits, losses, damages, liabilities, costs or expenses (including without limitation, reasonable attorneys fees and costs of litigation) (hereinafter collectively referred to as "claims"), which the Town, its officers, employees or agents may suffer, which claims arise out of or result from :

1. The County's performance or failure to perform under this Agreement;
2. The County's negligent, reckless, intentional, or other legally culpable conduct; or
3. The legal relationship between the County and Town resulting from this Agreement.

Notwithstanding the foregoing, for claims which, in whole or in part, arise out of or result from acts or omissions of the Town pertaining to work which the Town is required to undertake pursuant to Sections 3, 4, 5, and 6 of this Agreement, the County's obligations to indemnify and hold harmless under this Subsection 16B shall be limited to those categories of work for which the County is responsible for providing direct supervision and control under this Agreement. This limitation shall not apply with respect to claims arising from intentional wrongdoing by the County's officers or employees.

The acts or omissions of any party employed directly or indirectly by the County shall be deemed to be that of the County for the purposes of the County's obligations to defend, indemnify and hold harmless under this Subsection 16B.

With respect to the indemnification obligation of the County under this Section insofar as the facts and Law relating to any claim would preclude the Town or its

officers, employees and agents from being completely indemnified by the County, the Town and officers, employees and agents shall be partially indemnified by the County to the fullest extent permitted by Law.

- C. Except as expressly provided in this Agreement, in no event shall either party be responsible to the other for any loss of use, income or profits or other consequential or incidental damage as a result of a breach of this Agreement.

SECTION 17. PROHIBITION AGAINST ASSIGNMENT

The Town is prohibited against assigning, transferring, conveying, subletting or otherwise disposing of this Agreement or any of its contents, or of any right, title or interest therein or of the power to execute this Agreement to any other person or corporation without the prior consent, in writing of the County Board of Legislators. Nothing in this Section shall be deemed to prohibit or limit the authority of the Town to assign revenue from this Agreement as a means of securing revenue bonds; nor shall it prohibit or limit the authority of the Town to pledge a security interest in equipment owned by the Town to secure purchase money or other financing.

SECTION 18. OBLIGATION LIMITED TO FUNDS AVAILABLE

The parties specifically agree that the Town's duty to perform work under this Agreement, and the County's obligation to pay for that work shall be limited to the amount of money actually appropriated by the Jefferson County Board of Legislators and encumbered for the purposes of this Agreement. In the event that the fund available to pay for winter snow and ice removal should fall below the sum of \$100,000, the County will notify the Town of that event. The County shall make a good faith effort to appropriate funds sufficient to meet snow plowing needs, as winter conditions warrant.

SECTION 19. NONWAIVER

In the event that the terms and conditions of this Agreement are not strictly enforced by the either party, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non enforcement prevent that non-enforcing party from enforcing each and every term of this Agreement thereafter.

SECTION 20. COMPLIANCE WITH ALL LAWS

The Town agrees that during the performance of the work required pursuant to this Agreement, the Town and all employees working under its direction shall strictly comply with all local, state or federal laws, ordinances, rules or regulations controlling or limiting in any way the performance of the work required by this Agreement. Furthermore, each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included herein. If, through mistake or otherwise, any such provision is not inserted, or is not properly inserted, then upon application of either party this Agreement shall forthwith physically be amended to make such insertion or correction.

SECTION 21. FORCE MAJEURE

Neither party to this Agreement shall be responsible for the consequences of acts of God (such as tornado, flood, hurricane, etc.), lockouts, or other labor disturbances; riots, insurrections and civil commotions; embargoes; shortage or unavailability of materials, supplies, labor, equipment and systems, sabotage, vandalism, terrorism, changes in the requirements of laws, statutes, regulations, and other legal requirements; orders or judgments; and any other similar

matters beyond the reasonable control of the party in question. The provisions of this Section 21 shall not be construed as to forgive either of the parties from their respective duties and obligations under this Agreement on the basis of circumstances arising from weather conditions commonly experienced in Jefferson County.

SECTION 22. SEVERABILITY

If any provision of this Agreement is held invalid by a court of law, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the laws of the State of New York.

SECTION 23. SUSPENSION AND TERMINATION

(A) The performance of any or all work activities by the Town under this Agreement as outlined in Sections 3,4,5 and 6 may be suspended for cause from time to time by the County Superintendent of Highways in whole, or in part, if any such work is not performed by the Town as required under this Agreement or in a manner or time reasonably acceptable to the County Superintendent of Highways. Such suspension shall be in writing, except that an oral suspension may be made in the event of an immediate risk to life or safety, which oral suspension shall be confirmed thereafter in writing. Upon suspension, the County may take over the work to be performed; hire replacement equipment; and complete the work by contract or otherwise. Upon such suspension, as its total and exclusive remedy, the Town shall be reimbursed for the actual cost of labor, materials, and equipment for work properly and satisfactorily completed prior to the date of such suspension. Following suspension as provided herein, the County Superintendent of Highways may in his discretion thereafter reinstate the Town to perform specific work activities as he sees fit upon his determination that the Town can perform the work to his reasonable satisfaction.

(B) The County Superintendent of Highways may suspend construction and reconstruction work by the Town in whole or in part without fault on the part of the Town on the grounds of funding unavailability, environmental and permitting compliance issues, right-of-way or easement issues, significant threats to life and safety, and similar concerns. Upon such suspension, the Town shall be reimbursed for the actual cost of labor, materials, and equipment for work properly and completed prior to the date of such suspension. Following suspension the County Superintendent of Highways may in his discretion thereafter reinstate the Town to perform the construction or reconstruction activities upon his determination that the obstacle resulting in suspension has been satisfactorily eliminated.

(C) The County may terminate this Agreement in its entirety:

- (i) Immediately with written notice upon Town's material breach of the Agreement;
- (ii) On 60 days written notice if the Town shall default on the performance of this Agreement in accordance with its terms; or if the work is not being done to the reasonable satisfaction of the County Highway Superintendent. In such event, the parties shall continue to perform their obligations under this Agreement pending the specified date of termination, and a failure to so perform shall entitle the other party to recover all actual costs and expenses resulting from the failure.

SECTION 24. LAW

This Agreement shall be governed by and interpreted according to the Laws of the State of New York. In the event that a dispute arises between the parties, venue for resolution of such dispute shall be a New York State Court sitting in the County of Jefferson, New York.

SECTION 25. NOTICES

Any and all notices and payments required hereunder shall be addressed as follows, or to such other address as may hereafter be designated in writing by either party hereto:

To Jefferson County: Jefferson County Highway Superintendent
21897 County Route 190
Watertown, New York 13601

To Town: Scott Doyle Town Supervisor
Town of Denmark
3707 Roberts Road
Carthage, New York 13619

SECTION 26. ATTACHMENTS

Incorporated herein are: Schedule A - JCH Form 145 (Report of Snow and Ice) and JCH Form 158.

SECTION 27. EXTENT OF AGREEMENT

This Agreement constitutes the entire integrated agreement between and among the parties hereto, relative to the services within the scope of section two of this Agreement, and supersedes and all prior negotiations, agreements and conditions, whether written or oral.

SECTION 28. MODIFICATION

Any modification or amendment to this Agreement shall be void unless it is in writing and subscribed by the party to be charged or by the parties authorized agent.

SECTION 29. NO THIRD-PARTY BENEFICIARY

Nothing contained in the Agreement shall create a contractual relationship with, an obligation to, or a cause of action in favor of any third-party against either the County or the Town.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first written above.

Approved as to form by

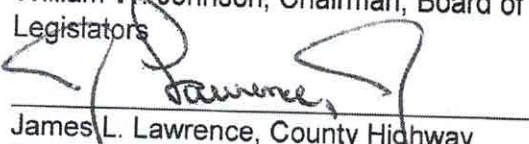
County Attorney

COUNTY OF JEFFERSON

By:

William W. Johnson, Chairman, Board of Legislators

By:



James L. Lawrence, County Highway Superintendent

TOWN OF DENMARK

By:

Scott Doyle, Town Supervisor

Approved as to form by

Town Attorney

ACKNOWLEDGMENT

STATE OF NEW YORK)

ss.:

COUNTY OF JEFFERSON)

On this _____ day of _____, 20____, before me personally came **WILLIAM W. JOHNSON**, to me personally known, who, being by me duly sworn, did depose and say that she is the Chairman of the Board of Legislators of the County of Jefferson, the municipal corporation described herein and which executed the foregoing instrument; and that she signed her name thereto by order of the Jefferson County Board of Legislators.

NOTARY PUBLIC

STATE OF NEW YORK)

ss.:

COUNTY OF JEFFERSON)

On this 7 day of SEPTEMBER, 2023, before me personally came **JAMES L. LAWRENCE** to me personally known, who, being by me duly sworn, did depose and say that he is the Jefferson County Superintendent of Highways, the municipal corporation described herein and which executed the foregoing instrument; and that he signed his name thereto by order of the governing body of said County

ANDREW M. MAKUCH
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MA6352499
Qualified in Jefferson County
My Commission Expires 12-27-2024



NOTARY PUBLIC

STATE OF NEW YORK)

ss.:

COUNTY OF JEFFERSON)

On this _____ day of _____, 20____, before me personally came _____, to me personally known, who, being by me duly sworn, did depose and say that he is the **Supervisor** of The Town of _____, the municipal corporation described herein and which executed the foregoing instrument; and that he signed his name thereto by order of the governing body of said town.

NOTARY PUBLIC