

Contract #	Municipality	Ext. season	Region #
D010661	Village of Hastings on Hudson / S. Westchester County	2016/17	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 Village of Hastings on Hudson of (hereinafter referred to as "MUNICIPALITY") as follows:

WHEREAS, the COMMISSIONER and the MUNICIPALITY have entered into an Agreement No. D010661 entitled "Indexed Lump Sum Snow and Ice Agreement between the New York State Department of Transportation and the Municipality of Village of Hastings on Hudson dated November 25, 1996; and

WHEREAS, the term of the said Agreement is for a period of three years commencing July 1, 1996 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, **2016**; 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, **2017**, 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, **2016**, 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 **\$ 1,578.00** per lane mile for **6.40** lane miles for a total of **\$ 10,099.20** for the **2014/15** season and for the remainder of the term of the Agreement commencing July 1, **2014**, 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 

"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 _____

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

VILLAGE OF HASTINGS – ON – HUDSON

RESPONSIBILITY FOR SNOW & ICE CONTROL ON STATE HIGHWAYS FOR THE SEASONS

OF

2014/15-2016/17

CENTER LANE MILES	CONTRACT LANE MILES
	6.40



SIGNED

REGIONAL DIRECTOR OF OPERATIONS

DATE

SIGNED

FOR MUNICIPALITY

DATE

