

AGREEMENT TO EXTEND SNOW AND ICE CONTROL AGREEMENT

BETWEEN ST. LAWRENCE COUNTY  
AND  
THE MUNICIPALITY OF Village of Potsdam

This agreement made this 22<sup>nd</sup> day of November, 2010 by and between the County of St. Lawrence (hereinafter referred to as County), and the Village of Potsdam, (hereinafter referred to as "MUNICIPALITY.") as follows:

WHEREAS the County of St. Lawrence and the Municipality have entered into an Agreement entitled "Snow and Ice Agreement between St. Lawrence County and the Municipality of Village of Potsdam dated July 1986; and

WHEREAS, the term of the said Agreement is for a period of three years commencing July 1, 1987 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, 2010; and

WHEREAS, Section 6 of the said Agreement provides that the County shall furnish the Municipality with a suitable map for each term of the Agreement, or for any extended term thereof, modified to show changes, if any to the State Highways affected by this Agreement; and

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

WHEREAS, Section 10 of the said Agreement provides for the County to make 3 interim payments to the Municipality of 25% of the estimated expenditures after receiving a voucher from the Municipality on or after the 10th day of December, January, and February;

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

WITNESSETH: 1. The aforementioned "Snow and Ice Agreement Between St. Lawrence County and the Municipality" is hereby extended for a period of one year; now to expire on June 30, 2011, unless further extended.

2. The State highway or parts thereof affected by this agreement are as delineated on the attached map which shall be effective for the remainder of this agreement and all extensions thereof unless changed by future agreement between the County and the Municipality.

3. The County will annually solicit bids for sand mixed with 10% salt and for pure salt F.O.B. the Municipality's storage site and notify the Municipality of the result of the bids. The Municipality will purchase the salt and sand for use on State roads from the vendor awarded the bid by the County.

4. In lieu of making three interim payments of 25% each of the estimated expenditure, as specified in Section 7 of the aforementioned agreement, the County will make one advance payment in October. The cost will be calculated at the prices resulting from bids let by the County.

5. The Municipality will submit Monthly Claim Vouchers for the actual expenditures for labor, equipment and materials on or after the 15th day of the month following the incurrence of such expenditures. The amount of the advance payment will be used as payment of the incurred expenses. When such amount has been used, the County will reimburse the Municipality for further expenses.

IN WITNESS WHEREOF, this Agreement has been executed by the County acting by and through the Chairman of the St. Lawrence County Board of legislators and the Municipality, which has caused this Agreement to be executed by its duly authorized officer on the date and year first above written.

ST. LAWRENCE COUNTY

By Gregory M. Paquin  
Gregory M. Paquin  
Chairman, Board of Legislators

MUNICIPALITY Village of Potsdam

By Randy Hill

STATE OF NEW YORK )

COUNTY OF ST. LAWRENCE )

On the 22<sup>nd</sup> day of November in the year of 2010, before me personally came Gregory M. Paquin to me known and known to me to be the Chairman of the **St. Lawrence County Board of Legislators**, the person who executed the foregoing instrument and he duly acknowledged to me that he executed the same as such Chairman, for the purpose therein mentioned.

LISA M. VECCHIO  
Notary Public, State of New York  
St. Lawrence County #01VE505592A  
My Commission Expires Feb. 20, 2014

  
NOTARY PUBLIC

STATE OF NEW YORK )

) SS.

COUNTY OF ST. LAWRENCE )

On the 4<sup>th</sup> day of October in the year 2010, before me personally came Reinhold J. Tischler to me known, who being by me duly sworn, did depose and say that he resides in Potsdam, New York; that he is the mayor of the Village of Potsdam, the **Municipality** described in and which executed the above instrument; that he executed said instrument by the order of the Governing Body of said municipality pursuant to a resolution which was duly adopted on October 4 2010; a certified copy of such resolution attached and hereto made a part hereof.

  
NOTARY PUBLIC

LORI S. QUEOR  
Notary Public, State of New York  
No. 01QU5017093 S&IAGRVC  
Qualified in St. Lawrence County  
Commission Expires 8/30/2013