

AGREEMENT  
Between  
VILLAGE OF EAST NASSAU and TOWN OF NASSAU  
FOR VILLAGE ROAD MAINTENANCE

THIS AGREEMENT, made this 8th day of October, 2025, is by and between the Village of East Nassau, a New York municipal corporation with its principal office located at 19 Town Garage Road, P.O. Box 268, East Nassau, NY 12062 (hereinafter referred to as the “Village”) and the Town of Nassau, a New York municipal corporation with its principal office located at 29 Church Street, P.O. Box 587, Nassau, NY 12123 (hereinafter referred to as the “Town”).

WHEREAS, the Village has in the past several years contracted out the maintenance, repair and snow clearing for all Village roads to private contractors pursuant to the public bidding process; and

WHEREAS, in the spirit and in the interest of inter-municipal cooperation, the Village and Town have negotiated this Agreement which authorizes the Town to provide road services to the Village pursuant to the terms as set forth herein; and

WHEREAS, the Village and the Town desire to formalize their relationship with respect to Village road maintenance and repair services by this Agreement;

WITNESSETH, that the Village and the Town, in consideration of the mutual covenants and consideration hereinafter set forth, agree as follows:

Section 1 - Authorization for Town to Perform Road Services

The Village hereby authorizes the Town, and the Town hereby agrees, to perform the road services described in this Agreement (said services to be hereinafter referred to as the “Work”) pursuant to such terms as are set forth in this Agreement.

Section 2 - The Work

The Work includes the following:

A. The typical road maintenance services including, but not limited to, grading, mowing, ditch and culvert cleaning, snow and ice removal, on all Village roads during the term of this Agreement. The list of Village roads covered by this Agreement is attached hereto and made a part hereof as Schedule A. The Town will charge the Village an annual fee in the amount of \$70,434 for such maintenance work. This fee for such maintenance

work has been calculated to cover the Town's costs of materials, labor, equipment, fuel and administration for such work. The Village agrees to pay such fee in equal installments of \$5,869.50 each month without the requirement of a monthly voucher or invoice from the Town. The general description of such services and the calculation for the total annual fee is set forth in Schedule B annexed hereto and made a part hereof.

B. In addition to the maintenance work, the Town will perform repair and or reconstruction work on Village roads pursuant to requests from the Village Public Works Superintendent. The Village may contract such work out to contractors or utilize the Town for such work. The fee for such work, if performed by the Town, shall be set on a case by case basis pursuant to an agreed upon price set by the Village Public Works Superintendent (the "Village PWS") and the Town Highway Superintendent (the "Town HS"). Such price shall cover the Town's costs of materials, labor, equipment and administration for such work. The Village shall retain the responsibility for making application for CHIPS funding or any other funding sources.

C. Included in the year-round maintenance work authorization is emergency response by the Town to remove or alleviate unsafe road conditions as they may occur from time to time on Village roads. The Town's response time to address an emergency condition on any Village road will be based on the Town's prioritization of roads (both Village and Town) that are in most need of response based on the severity of the situation and the significance of the road for through traffic. The Town's emergency response shall only be to remediate the road condition so that the road is passable for vehicular traffic and not to fully repair the road which will be done pursuant to Section 2(B) above. Timely addressing legitimate road emergency situations as they arise is a responsibility of the Town throughout the term of this Agreement and is included in the annual fee for maintenance provided that such emergency situations do not number more than 12 instances annually. If that number is exceeded in any consecutive 12-month period or if the emergency entails extreme weather damage (see Schedule B), then the Town will bill the Village separately for the cost of responding to such emergency situation. The Village shall retain the responsibility for record keeping and making application for FEMA funding or any other disaster relief funding sources. Nothing herein prevents the Village, in its discretion and solely at its own cost, from contracting with another provider to remediate emergency road condition if the Town is not able to timely perform such remediation.

D. It is recognized by the parties, that certain Village roads are in a current state of disrepair that they must be addressed in order for typical winter maintenance services to be able to proceed. The roads in question and the work to be performed on each road is described on Schedule B annexed hereto and made a part hereof. This work may commence without any further authorization and may be scheduled and performed by the Town at its discretion. It is the intent of the Town that this work will be completed before winter maintenance is required but the scheduling and completion date for such work will

depend on weather and Town scheduling priorities. In any event, the Town shall complete the work under this subsection (D) during the term of this Agreement.

### Section 3 - Consultation and Coordination of the Work

The Village PWS and the Town HS shall consult with each other regarding the scheduling of the Work. The Town HS may schedule the Work described in Section 2(A) and Section 2(D) as he deems appropriate without the obligation to coordinate such Work with the Village PWS but reasonable notice shall be provided to the Village PWS as to when such Work will occur. For Work described in Section 2(B), the Village PWS and Town HS shall coordinate together to determine the scope and pricing of the repairs as well as its scheduling and such work shall not commence until it is authorized by the Village PWS and the cost is authorized by the Village Board. With respect to the Work described in Section 2(C) (emergency response to remove or alleviate unsafe road conditions), the Village shall provide prompt notice to the Town HS of such conditions when it is aware that such conditions exist and require a response. However, if the Town HS is aware of an occurrence or situation that requires an emergency response without notice from the Village, the Town HS may provide a response if in his discretion a response is warranted.

### Section 4 – Term of Agreement

This Agreement shall be for a term of one (1) year with a commencement date of October 15, 2025. This Agreement may be extended for additional terms pursuant to a renewal agreement duly authorized by both the Village and the Town.

### Section 5 – Contract Price

The annual price for this Agreement is generally based on what the road services performed by the Town on Town roads cost the Town annually. For the Work described in Sections 2(A) and 2(C), the contract price shall be \$70,434 annually during the term of this Agreement. For the Work described in Section 2(D), the contract price shall be \$14,000 as indicated on Schedule C. Emergency responses in a number above what is included in the annual maintenance as set forth in Section 2(C) and the repair or reconstruction work that may be authorized pursuant to Section 2(D) shall be billed by the Town when completed based on its cost in completing the work or service, and shall be paid by the Village pursuant to Section 6 below.

### Section 6 – Payment Procedures

- A. For the annual contract price, the Village shall submit to the Town payment in the amount of 1/12 of the annual fee (\$5,869.50) on or before the 15th day of

each month, commencing on October 15, 2025, during the contract term without the need for the Town to submit an invoice or voucher. For the Work described in Section 2(D) and in Schedule B, the Village shall remit to the Town an amount of \$7,000 upon the signing of this Agreement. The Town will notify the Village when the remaining work under said section is complete and the remainder amount of \$7,000 is due. For all other Work under this Agreement, the Town shall submit an invoice and voucher generally describing the services rendered or the work completed and the payment due for such services or work. The Village shall remit such payments to the Town within 31 days of receiving an invoice and voucher for same.

- B. In order to be on the agenda for payment, monthly vouchers and invoices for payment shall be submitted to the Village Clerk no later than seven (7) days prior to the regular monthly meeting of the Village Board of Trustees. Said meeting occurs on the second Wednesday of each month.
- C. The Village Board of Trustees shall review and audit each voucher and invoice for payment at the monthly meeting following timely submission per paragraph B above, and shall authorize payment provided there are no issues with the services rendered.
- D. Any questions or dispute over any voucher/invoice shall be resolved by scheduling a special meeting or authorizing a representative of the Village to meet with the Town prior to final decision on same. Said meeting shall occur no later than 20 days following the Board of Trustees meeting at which the disputed voucher/invoice was on the agenda.

## Section 7 – Representations

In order to induce the other party to enter into this Agreement, the Village and Town make the following representations:

- A. Representatives of both the Town and Village have examined and carefully reviewed this Agreement including the attached Schedules and are satisfied that the Agreement accurately reflects the understanding of both parties.
- B. Both the Village and the Town are familiar with the conditions of the Village roads and are satisfied that such conditions are reflected in the cost of the Work.
- C. This Agreement is generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- D. The Town shall at all times during the duration of this Contract and any extensions thereto shall at all times maintain Workers Compensation insurance for its employees who are assigned to perform the Work described in this Agreement.

- E. The Village and Town acknowledges and understands that this is a public works contract to be performed by the employees of a governmental entity and, as such, further acknowledges that applicable New York State Prevailing Wages do not apply to the Town's employees who are assigned to perform the Work described in this Agreement.
- F. This Agreement may be terminated by either party by written notice to the other party with termination to occur 90 days after the date of the notice except the Town may terminate this Agreement if the Village fails to make any payment within 45 days of the date when such payment became due or an invoice was submitted such to the Town. In the event that this Agreement is terminated, the Village shall promptly pay (not more than 30 days) the Town all amounts due under this agreement as of the date of termination.
- G. By executing this Agreement, both the Village and the Town represents and agrees that each has the authority to execute this Agreement and bind their respective municipality to its terms.

#### Section 8 - Village Obligations

Throughout the term of this Agreement, the Village retains its obligations as a separate municipality and this Agreement does not authorize not place any obligation or responsibility on the Town to assume such responsibilities other than what is specifically described ins this Agreement. Accordingly, the Village retains its obligation and responsibilities to maintain records of repairs, notices of unsafe road conditions or other complaints from residents concerning Village roads and to inform the Town of any issues or conditions on Village roads that may require repair or remediation. The Village shall also have the responsibility to inform residents of anticipated or scheduled Village road maintenance or repairs as it deems appropriate in its discretion. The Village shall also be responsible to apply for and coordinate any Federal, State, or County capital improvement funding sources or disaster relief programs.

#### Section 9 - Indemnity & Hold Harmless

A. The Village shall indemnify, defend and hold harmless the Town, its employees, agents and officials, for all claims and liability arising out of the Town's performance of the Work described in this Agreement, except any intentional or gross negligence conduct that is not related to the Work. The Village shall also indemnify, defend and hold harmless the Town, its employees, agents and officials, for all claims and liability arising out of the Village's administration of its officials and employees and operation of its vehicles and equipment and any intentional or gross negligence conduct on the part of the Village, its employees, agents and officials, that may occur during the term of this Agreement.

B. The Town shall indemnify, defend and hold harmless the Village, its employees, agents and officials, for all claims and liability arising out of the Town's administration of its officials and employees and operation of its vehicles and equipment when not engaged in the performance of the Work described in this Agreement, and any intentional or gross negligence conduct on the part of the Town, its employees, agents and officials, that is not related to the Work but may occur during the term of this Agreement.

Section 9 - Effective Date

This Agreement shall be effective on October 15, 2025.

IN WITNESS WHEREOF, the Village and the Town have signed this Agreement in duplicate, one counterpart each to be delivered to Village Clerk and Town Clerk.

Village of East Nassau:

Town of Nassau:

By: \_\_\_\_\_  
Elisa Martin, Mayor

By: \_\_\_\_\_  
David F. Fleming, Jr., Supervisor

Dated: October \_\_\_\_, 2025

Dated: October \_\_\_\_, 2025

[municipal seal]

[municipal seal]

Schedule A  
**List of Village Roads**

<b>Name of Road</b>	<b>Length (in miles)</b>
Bath Township Road	0.31
Gardner Hill Road	0.50
Greenman Hill	0.10
Hayes Road	0.51
Murdock Road	0.15
Smith Hill Road	0.11
Tsatsawassa Lake Road	0.45
Tayer Road	0.40
Town Garage Road	0.50
Webster Hill Road	0.30
Woodard Road	0.54
_____	
	<b>Total: 3.87 miles</b>

**NOTE:** Only those roads and the lengths listed above are the subject of this Agreement.

## Schedule B

### 1) **Services included in Work described in Section 2(A) of Agreement - (general year-round maintenance) (annual fee = \$18,200/mile x 3.87 miles):**

- pot hole and shoulder patching (hot or cold mix)
- cleaning of entrance and exit of culvert pipes
- clearing of drainage ditches as needed
- road-side mowing
- tree and brush trimming in road ways (except large trees)
- crusher run and stone dust applied to dirt roads as needed
- grading of dirt roads twice annually
- dust control of dirt roads twice annually
- snow plow, salt and sand all roads as needed under Town HS discretion
- attempt to thaw frozen culverts as needed (using steamer and deicing products)
- installation/replacement of signage (Village will pay for cost of sign and posts; Town will replace any sign that the Town damages at its cost)
- 24-hour on-call for emergency responses to unsafe road conditions such as, trees down in roads, plugged culvert pipes causing road flooding; small-scale road washouts for up to 12 responses during term of Agreement, not including responses to extreme weather conditions as defined below.

### 2) **Services not included in Work described in Section 2(A) of Agreement - (general year-round maintenance) and to be billed separately:**

- responses, whether emergency or otherwise, caused by extreme weather conditions (where the work to remediate will take more than 4 hours of total labor/operator time (from mobilization to completion of remediation). Such work shall be billed separately by the Town at labor/operator rates at FEMA pricing, materials at County contract pricing, plus actual cost of fuel.
- the removal or trimming of any large trees that are oversized for the Town's safe handling shall be subcontracted by the Town HS and billed separately or contracted directly by the Village.

- any capital road improvements or repairs covered under Section 2(B).

**3) Services needed before winter maintenance and included in Work described in Section 2(D) of Agreement and will be \$14,000 in addition to annual fee and to be paid upon completion:**

- road-side mowing and cutting back saplings, branches and downed trees on shoulders of all Village roads;
- for Murdock Road (fabric showing): add crusher-run and grade, clean shoulders and fix driveway culvert pipe that is showing;
- for Smith Hill Road: add stone dust and grade;
- pot hole patch any remaining pot holes on all roads;
- clean and open both ends of all culvert pipes on all roads;
- turn-around at municipal line on Webster Hill Road to be improved (add crusher-run)