

## **SNOWPLOWING AGREEMENT**

**THIS AGREEMENT**, made and entered into this January \_\_, 2026 between the **CITY OF ONEIDA** a municipal subdivision of the State of New York situated in Madison County (Post Office Address: c/o City Clerk, 109 North Main Street, Oneida, NY 13421), herein referred to as "Oneida," and the **VILLAGE OF WAMPSVILLE**, a municipal subdivision of the State of New York situated in Madison County (Post Office Address: c/o Village Clerk, 118 N. Court Street. P.O. Box 51, Wampsville, NY 13163), herein referred to as "Wampsville,"

**WHEREAS**, Wampsville is responsible for snow plowing and ice control on each village highway of the Village of Wampsville and Oneida is responsible for snow plowing and ice control on each city highway of the City of Oneida, and

**WHEREAS**, by reason of topography and geography it would be in the best interest of Oneida to have Wampsville responsible for such snow and ice removal on certain portions of Daniels Drive, and

**WHEREAS**, both Wampsville and Oneida are desirous of entering into an intermunicipal agreement pursuant to General Municipal Law Article 5-G to compensate Wampsville for the snow and ice removal responsibilities for the above road.

**NOW, THEREFORE, IT IS HEREBY AGREED** by Wampsville and Oneida as follows:

1. The Village of Wampsville agrees to be responsible for snow and ice removal at the following locations within the City of Oneida:

- a. The entirety of Daniels Drive located in the City of Oneida.
- b. The distance to be plowed is 630 feet.
- c. Oneida shall pay Wampsville the sum of One Thousand Dollars and 00/100 Cents (\$1,000).

2. a. Wampsville shall, at its own cost and expense, provide the tools, equipment, materials (sand and salt) and personnel necessary to clear snow from and sand for ice control for the aforementioned road to the extent that each Wampsville, through its Highway Superintendent, deems necessary to provide reasonable passage and movement of vehicles over such roads.

b. All work hereunder shall be performed according to customary and approved New York State standards and in such manner as to accomplish the obligation imposed on Wampsville with respect to snow removal and control of snow and ice on its own highways, roads and streets.

3. Each municipality agrees that its status while performing services pursuant to this Agreement is that of an independent contractor and the municipality, its employees and/or agents will neither hold themselves out as, nor claim to be, officers or employees of the other

municipality in any matter, including, but not limited to Workers' Compensation, Unemployment Insurance benefits, Social Security or retirement membership or credit.

4. Each municipality does hereby agree to obtain and thereafter continue to keep in full force and effect as part of its general liability insurance, public liability insurance relative to this contract during all phases of the performance of the various provisions of work to be performed herein naming the other party as an additional named insured.

5. Each municipality shall transmit in writing to the Clerk of the other municipality within two (2) days after receipt thereof of any written notice received regarding any unsafe, dangerous or obstructed condition of any road subject of this Agreement, and the receiving municipality shall take any necessary corrective action with respect thereto as soon as possible.

6. Should any dispute arise between the parties respecting the terms of this Agreement, the disputed matter shall be settled by arbitration in accordance with the laws of the State of New York, by three arbitrators, one of whom shall be selected by each of the parties hereto, and the third by the two arbitrators so selected. If the selection of any arbitrator shall not be made within 30 days of the time that either party shall notify the other of the name of the arbitrator selected by the notifying party, then the arbitrator or arbitrators not selected shall be appointed in the manner provided by the laws of the State of New York.

7. 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 Village of Wampsville:	c/o Village Clerk 118 N. Court Street P.O. Box 51 Wampsville, NY 13163
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To City of Oneida:	C/o City Clerk 109 North Main Street Oneida, NY 13421
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8. This Agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing and signed by both parties.

9. This Agreement shall be for a term of one (1) year, said term to commence on January 1, 2026, and to extend through December 31, 2026. This Agreement may be terminated for cause, by either party, by giving 60 days' written notice of its intention to terminate this Agreement to the other party.

**IN WITNESS WHEREOF**, the parties have caused this AGREEMENT to be executed by their respective duly authorized officials on the day and year first above written.

**CITY OF ONEIDA**

By: \_\_\_\_\_  
**Kyle Lovell, City Manager**

Attest:

\_\_\_\_\_  
Sandra L. LaPera, City Clerk

**VILLAGE OF WAMPSVILLE**

By: \_\_\_\_\_  
**Gerald Seymour Jr., Mayor**

Attest:

\_\_\_\_\_  
Debbie Waxenfeld/Village Clerk/Treasurer

