

AGREEMENT

This Agreement (the "Agreement") is made effective as of January 1, 2019, by and between the Town of Huron (the "Town"), 10880 Lummisville Road, Wolcott, New York 14590, and William Halstead d/b/a Halstead Lawn Care ("Contractor"), 6085 Powers Road, Wolcott, New York 14590.

RECITALS

1. The Town of Huron (the ("Town")) requires that the lawns (the "Lawns") at Town properties, including those at the Huron Town Hall and the Huron Historical Buildings (Old Town Hall, Grange Hall and School House) be cut.
2. Contractor owns and operates a lawn service, and has the necessary equipment and personnel to cut the Lawns.

TERMS

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties contained in this Agreement, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. **Lawn Cutting Services.** Contractor shall cut the Lawns in a safe, skilled and professional manner (the "Work").
2. **Manpower and Equipment.** Contractor shall provide necessary manpower, lawn mower(s), and other necessary equipment to perform the Work.
3. **Duties.** Contractor shall mow the Lawns on an "as needed" basis to maintain the height for the entire year between two inches and six inches. Contractor shall immediately alert the Town Supervisor or other Town officials in case of an accident during the Work or if Contractor encounters hazardous or dangerous conditions during the course of the Work.
4. **Term.** This Agreement shall continue at the will of the Town, and may be terminated by the Town at any time, with or without cause, and without prior notice. This Agreement may be terminated by Contractor upon thirty (30) days advance notice to the Town. If not terminated sooner, this Agreement shall terminate on December 31, 2019.
5. **Independent Contractor.** Contractor shall be an independent contractor of the Town, and not an employee.
6. **Payment.** Contractor shall be paid \$2,300.00 for performance of the Work for the entire year, at the rate of \$383.33 per month, with October at \$383.35, beginning in May and ending in October. If this Agreement is terminated before the end of the lawn mowing season, the payments shall be equitably prorated, and Contractor shall only be given partial payment for Work that it is completed.

7. **Legal Requirements.** Contractor shall comply with the following requirements:
 - a. As required by Labor Law §220(2), no laborer, workman or mechanic in the employ of the Contractor, or any subcontractor or other person doing or contracting to do the whole or a part of the Work contemplated by this Agreement shall be permitted or required to Work more than eight hours in any one (1) calendar day or more than five (5) days in any one week except in cases of extraordinary emergency including fire, flood or danger to life or property.
 - b. Contractor shall not allow unlawful discriminatory practices prohibited by the New York Human Rights Law (Executive Law Article 15).
 - c. Contractor shall comply with all other applicable laws and regulations in carrying out the Work and other duties under this Agreement. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted into this Agreement. If any such provision is not inserted through mistake or otherwise, then upon request of either party, this Agreement shall be amended to make such insertion.
8. **Entire Agreement.** This Agreement shall constitute the entire agreement of the parties related to its subject matter, and shall supercede any previous oral or written understandings. Furthermore, it may only be amended by a writing signed by the parties.
9. **Gender and Number.** The use of one gender in this Agreement shall include all others, and the use of the singular shall include the plural and vice-versa.
10. **Notices and Communications.** All notices and communications required under this Agreement shall be accomplished by the actual delivery to the parties' addresses set forth above.
11. **Descriptive Headings.** The descriptive headings of the various provisions of this Agreement are included for convenience only, and they are not intended to affect the meaning or construction of any of the provisions of this Agreement.
12. **Successors and Assigns.** This Agreement may not be assigned without the consent of the other party.
13. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement, and their trustees, receivers, successors, and assigns.
14. **Construction.** No rule of construction shall be applied to construe any ambiguities in this Agreement against the draftsman.
15. **Choice of Law.** This Agreement shall be governed by the laws of the State of New York.

16. **Separability.** If any provision of this Agreement is determined to be invalid or unenforceable, that shall not affect the validity or enforceability of the remaining portions of this Agreement.

17. **Counterparts.** This Agreement may be executed in multiple counterparts, and the counterparts, when combined, shall form and constitute a complete agreement. The parties further agree that facsimile signatures shall be acceptable to bind the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first above written.

TOWN OF HURON

By: _____
Laurie Crane, Supervisor

HALSTEAD LAWN SERVICE

By: _____
William Halstead