

SNOW AND ICE AGREEMENT

AGREEMENT, effective the 1st day of October 2016, by and between the **COUNTY OF TOMPKINS**, a municipal corporation of the State of New York, with offices in the County Courthouse, at 320 North Tioga Street, Ithaca, New York 14850, hereinafter referred to as the "County", and the **TOWN OF DRYDEN**, a municipal corporation, with offices at 93 East Main Street, Dryden, New York 13053, hereinafter referred to as the "Town".

WITNESSETH:

WHEREAS, Highway Law Section 135-a and General Municipal Law Section 119-o authorizes a County and a Town to enter into an Agreement for the removal of snow from County and Town Roads, or for sanding or otherwise treating them for the purpose of removing the danger of ice and snow (the use of Liquid Brine of any type is not permitted on County Roads without prior written consent of the Tompkins County Highway Director), subject to such terms and conditions as may be agreed upon by the parties involved, and to the approval by Resolution of each of the legislative bodies of such County or Town, and

WHEREAS, the County wishes to contract with the Town for the removal of snow and ice, and otherwise treating such County Roads in said Town, and the Town wishes to contract with the County for the removal of snow and ice and otherwise treating some Town Roads in said Town all as are hereafter listed and in accordance with snow and ice policies pertaining to County and Town highways respectively and promulgated before each snow and ice season by the County Highway Director and Town Highway Superintendent.

NOW, THEREFORE, in consideration of the promises, covenants, and agreements contained herein, the parties agree as follows:

1. The term of this agreement shall be for three (3) years, to commence October 1, 2016, and terminating September 30, 2019, and may be extended by mutual consent of both parties.
2.
 - A) The Town agrees, through its Highway Department, and consistent with the policies of Tompkins County, to remove snow from the County Roads listed in the attached Schedule A, and otherwise treat such roads for the purpose of removing the danger of ice and snow. The Town Highway Superintendent shall supervise and provide the necessary personnel, supplies, machinery, tools, and equipment and furnish abrasives, salt, and/or related materials necessary for the performance of this Agreement.
 - B) The County agrees, through its Highway Division, and consistent with the policies of the Town, to remove snow from the Town Roads listed in the attached Schedule A, and otherwise treat such roads for the purpose of removing the danger of ice and snow. The County Highway Director shall supervise and provide the necessary personnel, supplies, machinery, tools, and equipment and to furnish abrasives, salt, and/or related materials necessary for the performance of this Agreement.
3.
 - A) The Town shall submit to the County, at the conclusion of each month's activities under this Agreement, an accounting of expenditures including labor, equipment, and materials. Hourly rates for labor shall be Town rates; hourly rates for equipment shall be based on NYSDOT hourly rental rates; material expenses shall be based on Town, County, or State approved bid rates. Any other expenses incurred by the Town in the implementation of this Agreement shall be documented as part of the monthly accounting of expenditures.

- B) The County shall submit to the Town, at the conclusion of each month's activities under this Agreement, an accounting of expenditures including labor, equipment, and materials. Hourly rates for labor shall be County rates; hourly rates for equipment shall be based on NYSDOT hourly rental rates; material expenses shall be based on Town, County, or State approved bid rates. Any other expenses incurred by the County in the implementation of this Agreement shall be documented as part of the monthly accounting of expenditures.
4. By May 15th of each year of the term, in the event one party has more document expenditures (as defined in paragraph 3 above) than the other, then the party with more expenditures shall invoice the other party for the difference in such expenditures, with payment to be made within 30 days following receipt of such invoice.
5. A) The Town shall keep records showing when work under this Agreement is performed on County Roads, which records will be available for review by County staff during normal Town Highway Department business hours.
- B) The County shall keep records showing when work under this Agreement is performed on Town Roads, which records will be available for review by Town staff during normal County Highway Division business hours.
6. A) The Town shall indemnify, hold harmless, and defend the County, its officers, employees, agents, and elected officials for injury or death to any person or persons or damage to property arising out of the performance of this Agreement by the Town, its employees, subcontractors, or agents except all actions and claims arising out of the negligence of the County.
- B) The County shall indemnify, hold harmless, and defend the Town, its officers, employees, agents, and elected officials for injury or death to any person or persons or damage to property arising out of the performance of this Agreement by the County, its employees, subcontractors, or agents except all actions and claims arising out of the negligence of the Town.
7. The Town and the County shall maintain the limits of insurance set forth in the attached Schedule B.
8. This Agreement is executed on behalf of the County pursuant to a Resolution adopted by the County Legislature on June 21, 2016, and by the Town Board pursuant to Resolution No. _____, adopted on _____.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and years first written above.

Date: _____

 Jacqueline Kippola, Risk Manager
 Tompkins County

Date: _____

 Jason Leifer, Supervisor
 Town of Dryden

Date: 7/11/16

 Rick Young, Superintendent
 Town of Dryden Highway Department

SNOW & ICE MAINTENANCE PROVIDED BY TOWN & COUNTY

The Snow and Ice Maintenance Agreement between the **Town of Dryden** and Tompkins County is for plowing, sanding, and salting roads as specified below. On all roads listed, each municipality will provide complete snow and ice maintenance within the limits of the Agreement in effect.

The Town will provide plowing, salt, and sand (the use of Liquid Brine of any type is not permitted on County Roads without prior written consent of the Tompkins County Highway Director) on the following **County Roads** (letter designations may be for internal (County) use, only; i.e. 109H, etc.):

<u>County Road:</u>	<u>Section:</u>	<u>Miles:</u>
Etna Lane, CR109EL	All (Rt. 13 to Upper Creek Road, CR109UP, @ bridge)	0.67
Gulf Hill Road, CR106	Rt. 13 to Malloryville Road	0.65
Upper Creek Road, CR109UP	All (Etna Road, CR109ER, & Upper Creek Road, CR109UP, intersection to Etna Lane, CR109EL, @ bridge)	0.17
Total County Miles		1.49

The County will plow, salt, and sand the following **Town roads**:

<u>Town Road:</u>	<u>Section:</u>	<u>Miles:</u>
German Cross Road	Danby Town Line to Rt. 79	0.91
Total Town Miles		0.91

SCHEDULE A

TOMPKINS INSURANCE AND INDEMNIFICATION

The Town and County shall maintain the following minimum limits of insurance or as required by law, whichever is greater.

- A) **Worker's Compensation and New York Disability** – Statutory Coverage Employers Liability – Unlimited
- B) **Commercial General Liability** including, contractual, independent contractors, products/completed operations – Occurrence Form required
- | | | |
|---|---|-------------|
| - | Each Occurrence | \$1,000,000 |
| - | General Aggregate | \$2,000,000 |
| - | Products/Completed Operations Aggregate | \$2,000,000 |
| - | Personal and Advertising Injury | \$1,000,000 |
| - | Fire Damage Legal | \$ 50,000 |
| - | Medical Expense | \$ 5,000 |
- General Aggregate shall apply separately to the project prescribed in the contract
 - Tompkins County, its officers, employees, agents and elected officials will be included as Additional Insureds
 - Coverage for the Explosion, Collapse, and Underground Property Damage hazards will be provided.
- C) **Business Vehicle Coverage**
- | | | |
|---|---|---|
| - | Liability for Owned, Hired and Non-Owned Vehicles | \$1,000,000 CSL or
\$ 500,000 Per Person BI
\$1,000,000 Per Accident BI
\$ 250,000 PD Split Limits |
|---|---|---|
- Tompkins County and its officers, employees, agents and elected officials are to be included as Additional Insured.
- D) **Owners Protective Liability** -
- | | |
|-------------------|-------------|
| Each Occurrence | \$1,000,000 |
| General Aggregate | \$2,000,000 |

All insurance shall be written with insurance carriers licensed by the State of New York Insurance Department and have a Best's rating of A XI or better. Proof of insurance shall be provided.

SCHEDULE B