

MUNICIPAL AGREEMENT
Between
The County of Tompkins and The Town of Dryden
Regarding Design and Reconstruction of
Dodge Road Bridge over Cascadilla Creek (BIN 3209890)

Agreement, made as of _____, _____, between the **County of Tompkins**, hereinafter referred to as the "County," and the **Town of Dryden**, hereinafter referred to as the "Town," for replacement or rehabilitation and continued cooperative maintenance of the bridge carrying **Dodge Road over Cascadilla Creek**, hereinafter referred to as the "Bridge".

WHEREAS, Dodge Road, including the approaches to the Bridge, is a Town road that is maintained by the Town, and,

WHEREAS, the County and the Town cooperatively maintain the Bridge under provisions of New York State Highway Law §234 and County Resolutions 43 of 1946 and 259 of 1998, copies of which resolutions are collectively attached hereto as Schedule A, and which divide maintenance responsibilities according to specific bridge elements for bridge spans of 25 feet or greater on Town roads, and

WHEREAS, in response to deterioration of the Bridge, the County is preparing plans and specifications for its replacement and has scheduled construction to begin in 2018.

THEREFORE, IT IS AGREED AS FOLLOWS:

1. The County will administer Bridge construction projects; overseeing design; acquiring right-of-way, if needed; advertising for bids; contracting for construction; and providing construction inspection services. The County will keep the Town informed of project progress and cost estimates through their respective Highway Departments.
2. The County and Town will approve specifications, plans, and estimates for the Bridge prior to advertisement for construction bids. The Town will make such recommendations concerning designs as may be pertinent to its maintenance responsibilities and constituents' interests. All such recommendations shall be within the framework of acceptable engineering practices.
3. The County will initially pay the total project cost. The estimated total project cost for the Bridge is \$740,000, which includes design, right of way, construction, construction inspection and administrative components. The Town agrees to pay to the County 20% of the total project cost in accordance with the division of financial responsibility illustrated in the following table. In the event that the actual cost

exceeds the estimate the parties shall not be obligated to proceed unless such additional cost is ratified by both parties.

Estimated Cost Shares - Dodge Road Bridge

	%	\$
Total	100%	\$740,000
County	80%	\$592,000
Town	20%	\$148,000

4. The County shall transmit invoices to the Town representing the Town's costs for reconstruction of the Bridge. The County shall separately itemize and support these invoices by written documentation. The Town shall make payments to the County within 45 days of receipt of invoices and supporting documentation, for design and right-of-way phase costs upon Notice to Proceed to the construction contractor, and for construction phase costs at substantial completion of the Bridge replacement.
5. The County shall be responsible for maintenance, refinishing, replacement, or repair of the following components of the replacement Bridge:
 - a. abutments, including erosion and scour protection,
 - b. wing walls, including erosion and scour protection,
 - c. superstructure structural elements,
 - d. bridge railing,
 - e. miscellaneous deck elements not listed below as Town responsibilities, and
 - f. stream channel within 15 feet upstream and downstream of wing walls.
6. For ten (10) years following substantial completion of construction, the County shall also be responsible for maintenance, refinishing, replacement, or repair of the wearing surface on the Bridge and its approaches within approved project limits. Following this initial 10-year period, the Town shall be responsible for these items.
7. The Town shall be responsible for routine maintenance, refinishing, replacement, or repair of the following in their respective jurisdictions:
 - a. approaches, including shoulders, sidewalks, curbs, drainage, guide rail, pavement markings, traffic control devices, landscaping and roadside vegetation,
 - b. beginning 10 years after substantial completion of construction, the wearing surface on the Bridge and its approaches within approved project limits,
 - c. historic bridge enhancements,
 - d. municipal utilities and lighting,
 - e. removal and disposal of litter and rubbish,
 - f. removal and disposal of snow and ice,
 - g. removal of graffiti, and
 - h. repair of non-structural vandalism.

8. The division of responsibility enumerated in paragraphs 5 through 7 inclusive shall remain in effect during construction and for the existence of the replacement Bridge.

9. To the extent permitted by law, the parties agree to defend, indemnify, and hold harmless one another, their elected officials, public officers, employees, and agents from and against all claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation reasonable attorney's fees and costs) which either may incur, resulting from bodily injuries (or death) to any person, damage (including loss of use) to any property, other damages, or contamination of or adverse effects on the environment, caused by the acts or omissions of either party or its employees, agents, or subcontractors, with respect to bridge project activities.

10. The Town shall be named as an additional insured on all insurance policies related to the Bridge that is required by the construction documents and on which the County is named as an additional insured.

This Agreement is entered into as of the day and year first written above, by

COUNTY

TOWN

(signature)

(signature)

(title)

Supervisor
(title)

(date)

(date)

1946 PROCEEDINGS

**Board of
Supervisors**

TOMPKINS COUNTY
NEW YORK

L. P. STONE, Chairman
Trumansburg, N. Y.

GLADYS L. BUCKINGHAM, Clerk
Ithaca, N. Y.

Resolved, That the members of this board go on record in expressing their regrets at the passing of Daniel Mitchell and that this resolution be spread upon the minutes and published in the proceedings of this board and that a copy be sent to the family.

Seconded by Mr. Downey. Carried.

Resolution No. 43. County to Take Over Maintenance of Bridges on Town Highways.

Mr. Downey offered the following resolution and moved its adoption:

Upon recommendation of the County Superintendent, and pursuant to subdivision 10 of Section 231 of the Highway Law,

Resolved, That the county take over all bridges having a span of twenty-five feet or over which are on town highways for the purpose of maintaining and preserving the same under the supervision of the County Superintendent except that the floor or wearing surface of all such bridges shall be maintained by the towns in which they are located.

Seconded by Mr. Ozmun. Carried.

Mr. Gordon read a bid from George Atsedes for the Old County Clerk's Building. Said matter referred to the Building Committee.

Resolution No. 42. Eliminating Means Test.

Mr. Scofield offered the following resolution and moved its adoption:

Resolved, That the Board of Supervisors request the tuberculosis hospital to eliminate the means test as applied to Tompkins County patients in the Hermann M. Biggs Memorial Hospital.

Seconded by Mr. Gordon. Carried.

At this time Mr. Shoemaker introduced the newly appointed County Sealer, Mr. Roe.

The board as a whole gave the building committee authority



**RESOLUTION NO.
1998-259**

**COUNTY RESPONSIBILITY FOR TOWN BRIDGES ON
TOWN ROADS AND VILLAGE STREETS**

MOVED by Mr. Todd, seconded by Mr. Winch.

WHEREAS, Resolution No. 43 of 1946 directed, "...the County take over all bridges having a span of twenty-five feet or over which are on town highways...", and

WHEREAS, some bridges having a span of twenty-five feet or over were built to replace culverts on town highways since 1946 without the foreknowledge and approval of the County Superintendent of Highways (i.e., Commissioner of Public Works), and

WHEREAS, such post-1946 bridges have been routinely maintained by the County Public Works Department in accordance with Resolution No. 43 of 1946, and

WHEREAS, it continues to be in the County's best interest for the County Superintendent to supervise maintenance and preservation of bridge structural components on town roads and village streets, and

WHEREAS, other bridges having a span of twenty-five feet or over may have been or in the future be proposed or built to replace lesser-span structures on town roads or village streets, and

WHEREAS, it has become necessary to clarify Resolution No. 43 of 1946 by designating the bridges for which Tompkins County will have responsible charge, now therefore be it

RESOLVED, on recommendation of the Public Works Committee, That Resolution No. 43 of 1946 be and hereby is amended to include the following list of existing bridges, which represents each and every location (65) to which said Resolution applies as of July 1, 1998:

<u>Bridge ID No.</u>	<u>Road Name</u>	<u>Crossing</u>	<u>Municipality</u>
3209710	Blackman Hill Road	W. Branch Owego Creek	Town of Caroline
3209720	Middaugh Road	Six Mile Creek	Town of Caroline
3209730	Banks Road	Six Mile Creek	Town of Caroline
3209740	Creamery Road	Six Mile Creek	Town of Caroline
3209760	Buffalo Road	Six Mile Creek	Town of Caroline
3209780	West Malloryville Road	Fall Creek	Town of Dryden
3209790	Red Mill Road	Fall Creek	Town of Dryden
3209800	Freese Road	Fall Creek	Town of Dryden

3209810	Southworth Road	Virgil Creek	Town of Dryden
3209820	West Lake Road	Dryden Lake Outlet	Town of Dryden
3209830	George Road	Virgil Creek	Town of Dryden
3209850	Herman Road	Fall Creek	Town of Dryden
3209860	Mill Street	Fall Creek	Town of Dryden
3209870	Pinckney Road	Fall Creek	Town of Dryden
3209880	Game Farm Road	Cascadilla Creek	Town of Dryden
3209890	Dodge Road	Cascadilla Creek	Town of Dryden
3209900	Genung Road	Cascadilla Creek	Town of Dryden