

**MEMORANDUM OF UNDERSTANDING BETWEEN
TOMPKINS COUNTY and the TOWN OF DRYDEN
TRAIL CROSSING ON GAME FARM ROAD**

This agreement, made the ___ day of 2019, between Tompkins County (hereafter “the County”), a municipal corporation with offices at 125 East Court Street, Ithaca, New York, and the Town of Dryden (hereafter “the Town”), a municipal corporation with offices at 93 East Main Street, Dryden, New York, 13053.

WHEREAS, the Town of Dryden wishes to Connect it’s Rail Trail across Game Farm Road to meet Town of Ithaca East Recreation Trail, and

WHEREAS, this trail crossing will be installed in the County’s right-of-way on Game Farm Road, and

WHEREAS, the parties wish to set forth their respective responsibilities and liabilities regarding this improvement,

NOW THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. Town will commission a traffic engineering study at its expense which will analyze possible crossing alternatives to determine the safest trail crossing method and route. The study will include at a minimum:
 - i. 1.23 miles of Game Farm Road
 - ii. Type and volume of traffic
 - iii. Analyze Roadway geometry and identify deficiencies
 - iv. Trail ingress and egress control
 - v. Trail head parking
 - vi. Signalization, signs, beacons and site lighting
 - vii. Recommended improvements required for each alternative crossing
 - viii. Study shall be prepared by a licensed New York State Professional Traffic Operations Engineer (PTOE)
2. As a result of the study the Town shall determine the best method to allow for safe crossing and will apply to the County for a County Highway Work Permit.
3. Upon receipt of an acceptable County Highway Work Permit application, the County intends to grant permission to the Town of Dryden to install a crossing as per County Approved Design on Game Farm Road within the area shown on attached Exhibit A. The County Approved Design will include a detailed schedule of specific features of the Trail Crossing. This schedule when complete will be attached to this agreement as Exhibit B. All approved improvements will be at the Town’s expense, including, but not limited to, any improvement to the County road or facilities.
4. Once installed, the Town shall own all aspects of the Trail Crossing and shall bear all costs to inspect and maintain it. The Town will bear all costs to inspect, repair, replace or remove any and all accoutrements as detailed in the Approved Design of the Crossing including but

not limited to Signs, Lighting, Pedestrian Actuated Signals, Posts, Bollards, Road Striping, Pavement marking, if the Town determines replacement is necessary or desirable.

5. The County will retain its responsibility to pave, maintain, repair and replace Game Farm Road around and in the vicinity of the Trail Crossing.
6. Although it is solely the Town's responsibility to identify the need for repairs and to make needed repairs, the County may notify the Town's Director of Public Works in writing of any repairs it believes are needed related to the Trail Crossing. Any disagreements as to the need for repairs will be resolved by the Town's Director of Public Works and County's Highway Director, with the County being the final authority. The Town will make all repairs in a prompt manner.
7. Except in emergency situations, the Town will provide the County Highway Director with 48 hours prior notice of all repair and maintenance activities for the Trail Crossing. The Town will also obtain a County Highway Work Permit for such activities. These requirements apply to activities undertaken after County notification as well as to those undertaken by the Town on its own initiative.
8. To the extent permitted by law, the Town agrees to defend, indemnify and hold harmless the County, its elected officials, public officers, employees, and agents from and against all losses or claims, and costs incidental thereto (including costs of defense, settlement and reasonable attorney's fees) which any or all of them may incur, resulting from bodily injuries (or death) to any person, or damage (including loss of use) to any property, as a result of the crossing or caused by the acts or omissions of the Town or the Town's employees, agents or subcontractors, with respect to the Trail Crossing. To the extent the County is negligent, the Town's indemnification shall not extend to the proportion of loss attributable to the County's negligence. For the purposes of this indemnification clause, the parties agree that the County is not deemed negligent for allowing the Town to construct the Trail Crossing in the specified location on Game Farm Road.

This agreement shall remain in effect for so long as the trail leads to the County Road, unless otherwise agreed by the parties in writing. The County may immediately suspend all activities and terminate the Agreement at any time during its term if, at its sole discretion, the County determines as a result of the conditions of the Agreement not being met or the accoutrements not being maintained there is an unacceptable risk to the safety of motorists or pedestrians.

TOMPKINS COUNTY

By: _____
Name and title
Tompkins County

Date

TOWN OF ITHACA

By: _____
Jason Leifer, Town Supervisor,
Town of Dryden

Date