

DRAFT March 20, 2024

**MEMORANDUM OF UNDERSTANDING between
the TOWNS of CAROLINE, DANBY, DRYDEN and ITHACA
for the SOUTH HILL TRAIL EXTENSION on NYSEG land**

This two year agreement, made this__ day of_____, 2024, between, the Town of CAROLINE, a municipal corporation with offices at 2670 Slaterville Rd, Slaterville Springs, NY 14881, the Town of DANBY, a municipal corporation with offices at 1820 Danvy Road, Ithaca, NY 14850, the Town of DRYDEN, a municipal corporation with offices at 93 East Main Street, Dryden, New York 13053, and the Town of ITHACA, a municipal corporation with offices at 215 North Tioga Street, Ithaca, New York 14850 (hereafter collectively “the Towns”).

WHEREAS, the Towns wish to extend Ithaca’s South Hill Recreation Way across Burns Road where it now end to the Tompkins County border (the “Trail Extension”), and

WHEREAS, this Trail Extension will be installed on the former railroad bed now owned by NYSEG, pursuant to an Easement granted by NYSEG to the four Towns mentioned above, and

WHEREAS, the Towns wish to set forth their respective responsibilities and liabilities regarding this Trail Extension improvement,

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

1. The Towns will commission a Trail implementation plan for Phase One from Burns Road to Banks Road that will include cost estimates and:
 - a. Prioritized statement of proposed repairs and improvements and phases for implementation;
 - b. Trail drainage work needed;
 - c. Signs;
 - d. Crosswalks;
 - e. Trail head parking;
 - f. Elements of a maintenance agreement to address vegetation, pesticide application, invasive species, etc.
 - g. If the scope allows: recommendations for needed improvements for Trail Extension beyond Banks Rd.
2. The Implementation plan will be paid with funds received from a Tompkins County Tourism grant and will be supplemented with monies from each of the 4 Towns and/or additional grant funds.
3. Once the implementation plan is complete, the Towns will apply to New York State and other sources to fund trail construction.
4. The Towns will coordinate with each other on the funding of any additional needed

improvements not covered by grants. Tompkins County will be consulted for funding ideas and will be asked to provide letters of support as needed.

5. The Towns shall form an advisory committee comprised of up to two appointees from each Town (Town Board members or staff persons). The advisory committee will hold at least two meetings each year, one during late winter/early spring and one during the fall, to discuss issues such as needed repairs and additional improvements, funding options and any problems related to use of the Trail Extension. Additionally, the advisory committee will articulate the roles of an anticipated Friends of the Trail group.
6. The Towns will not provide any snow or ice removal on the Trail Extension in the winter.
7. Once installed, the Towns will collectively own the improvements (including but not limited to Signs, Posts, Benches and Bollards). Maintenance and basic repair costs will be paid from a shared maintenance fund with each municipality contributing annually based on an agreed upon formula. Maintenance and basic repairs will be done by the Town of Ithaca's Public Works Department. The Advisory Committee will receive quarterly invoices from the Town of Ithaca to be paid from the shared maintenance fund. If there is a major repair that neither the Town of Ithaca nor any of the other towns is able to address, then the Advisory Committee will explore contracting out the work.
8. To the extent permitted by law, each Town agrees to defend, indemnify and hold harmless the other Towns (the "Other Parties") and its 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 any or all of them 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 the Town or the Town's employees, agents or subcontractors, with respect to the Trail Extension. To the extent the Other Parties are negligent, the Town's indemnification shall not extend to the proportion of loss attributable to the Other Parties' negligence.
9. This Memorandum of Understanding will have a term of Five Years, unless terminated earlier by mutual agreement of the Towns.

TOWN OF CAROLINE

By: _____
**Mark Witmer, Town Supervisor,
Town of Caroline**

Date

TOWN OF DANBY

By: _____
**Joel Gagnon, Town Supervisor,
Town of Danby**

Date

TOWN OF DRYDEN

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

Date

TOWN OF ITHACA

By: _____
**Rod Howe, Town Supervisor,
Town of Ithaca**

Date