

DRAFT April 2, 2024

**INTERMUNICIPAL AGREEMENT among
the TOWNS of CAROLINE, DANBY, DRYDEN and ITHACA
for the SOUTH HILL TRAIL EXTENSION on NYSEG land**

This Intermunicipal Agreement (“Agreement”), made this__ day of_____, 2024, between the Town of CAROLINE, a municipal corporation with offices at 2668 Slaterville Rd, Slaterville Springs, NY 14881, the Town of DANBY, a municipal corporation with offices at 1830 Danby Road, Ithaca, NY 14850, the Town of DRYDEN, a municipal corporation with offices at 93 East Main Street, Dryden, NY 13053, and the Town of ITHACA, a municipal corporation with offices at 215 North Tioga Street, Ithaca, NY 14850 (hereafter collectively “the Towns”; hereafter an individual town is referred to as a “Town”).

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

WHEREAS, this Trail Extension will be installed on the former railroad bed now owned by the New York State Electric & Gas Corporation (“NYSEG”), pursuant to Easements 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 (“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. Details about recommended signs;
 - d. Details about recommended crosswalks;
 - e. Details about recommended trailhead 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 Plan will be paid for with funds received from a Tompkins County Tourism grant and will be supplemented with monies from each of the four (4) Towns and/or additional grant funds, with each Town’s allocation to be agreed on by the Towns. The Towns will not hire a contractor to prepare the Plan until all Towns approve their respective shares of the costs.

3. Once the Towns determine the 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 improvements not covered by grants and may amend this agreement or enter into additional agreements for same and for the development and funding of any plans beyond Phase One. 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 desired roles of the 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 the Trail Extension, signs, posts, benches, and bollards). Maintenance and basic repair costs will be paid from a shared maintenance fund maintained by the Town of Ithaca on behalf of the Towns, with each municipality contributing annually based on a formula each Town Board approves by resolution. 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 listing the charges and expenses, including labor, materials and equipment use, 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 can address, the Advisory Committee will explore contracting out the work. Each Town Board must approve any contract for work, and once fully approved, the Town of Ithaca may sign any contract on behalf of the Towns.
8. Each Town shall secure and maintain such liability insurance and property and vehicle insurance as its Board deems prudent and responsible, with the other Towns named as additional insureds on the liability and vehicle insurance. Each Town waives all rights against the other Towns and their elected officials, public officers, employees, and agents for recovery of damages to the extent these damages are covered by Commercial General Liability, Commercial Umbrella Liability, Business Auto Liability, Professional Liability, Workers' Compensation or Employer's Liability insurance.
9. Except as provided in Section 8, to the fullest extent permitted by law, each of the Towns agrees to defend, indemnify and hold harmless the other Towns (the "Other Parties") and 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 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 indemnifying Town or its employees, agents or subcontractors, with respect to the Trail Extension. To the extent one or more of the Other Parties are negligent, the indemnifying Town's

indemnification shall not extend to the proportion of loss attributable to the negligence of one or more of the Other Parties.

10. This Agreement shall not be construed by third parties to impose any liability on the Towns or any one of them for any acts or omissions of the Towns or any one of them. Nothing in this Agreement shall be construed to affect the immunities and protections afforded the Towns set forth in New York General Obligations Law § 9-103 and such other applicable statutes that may from time to time be enacted.

11. This Memorandum of Understanding Intermunicipal Agreement will have a term of three years beginning on the date named above, 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

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