

SNOW AND ICE AGREEMENT

AGREEMENT, made as of the 1st day of October 2016, by and between the **COUNTY OF TOMPKINS**, a municipal corporation of the State of New York, with main offices in the County Courthouse at 320 North Tioga Street, Ithaca, New York, hereinafter referred to as the "County", and the **TOWN OF CAROLINE**, a municipal corporation of the State of New York within the County of Tompkins, with offices at 2670 Slaterville Road, Slaterville Springs, New York, 14881-0136 hereinafter referred to as the "Town".

WITNESSETH:

WHEREAS, Highway Law Section 135-a of the State Highway Law and General Municipal Law Section 119-0 authorize a County to contract with a Town for the removal of snow from the County 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 neighboring towns) as are hereafter listed in accordance with snow and ice policies pertaining to County highways and promulgated before each snow and ice season by the County Highway Director.

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, terminating September 30, 2019, and may be extended by mutual consent of both parties.
2. 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 County 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 to furnish abrasives, salt, and/or related materials necessary for the performance of this Agreement.
3. The Town shall submit to the County, at the conclusion of each month's activities under this Agreement, an accounting of expenditures by submittal of the County's "*Snow and Ice Equipment Operator's Report*", 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.

4. The County shall submit payment to the Town within 30 days following receipt of such monthly accounting of expenses.
5. The Town shall credit the money received from the County to the respective funds in the Town budget which were charged with the objects of expense.
6. The Town shall keep records showing when work under this Agreement is performed on County Roads. Such records will be available for review by County staff during normal Town Highway Department business hours.
7. 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.
8. The Town and the County shall maintain the limits of insurance set forth in the attached Schedule B.
9. 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, adopted on _____.

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

DATE: _____

Jacqueline Kippola, Contract Administrator
Tompkins County

DATE: _____

Mark Witmer, Supervisor
Town of Caroline

DATE: 7/6/16



Cindy Whittaker, Superintendent
Town of Caroline Highway Department

SCHEDULE A

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

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. 115B, etc.):

<u>County Road:</u>	<u>Section:</u>	<u>Miles:</u>
Besemer Road, CR175	CR115B, Brooktondale Road – Rt. 79	0.59
Boiceville Road, CR114	CR115V, Rt. 79 – Valley Road	0.58
Brooktondale Road, CR115B	Rt. 79 – CR113A, Old Brooktondale Road (includes 0.42 mile in the Town of Dryden)	2.15
Central Chapel Road, CR115C	CR114, Boiceville Road – CR115OLD, Old 76 Road	1.51
Lounsbery Road, CR113L	CR113A, Old Brooktondale Road – Rt. 79	1.17
Old Brooktondale Road, CR113A	CR115B, Brooktondale Road – CR113L, Lounsbery Road	0.45
Old 76 Road, CR115OLD	CR115C, Central Chapel Road – CR115M, Mill Road (@115S)	7.31
Spur, CR115S	CR115OLD, Old 76 Road – Tioga County Line (S direction)	0.56
Valley Road, CR115V	CR113A, Old Brooktondale Road – CR114, Boiceville Road	1.98
	Total Miles:	16.30

