

**INTERMUNICIPAL SIDEWALK CLEARING AGREEMENT BY AND BETWEEN
THE VILLAGE OF TRUMANSBURG AND THE TOWN OF ULYSSES**

THIS AGREEMENT is made effective as of February _____, 2018, between the Village of Trumansburg (the “Village”) and the Town of Ulysses (the “Town”) each of which being a municipal subdivision of the State of New York, situated in Tompkins County, with offices at the Village (56 E. Main Street, Trumansburg, NY) and the Town (10 Elm Street, Trumansburg, NY, 14886, each, a municipal subdivision of the State of New York; and;

WHEREAS, the Town desires to have the Village provide clearing of snow and ice from ~~of~~ the new Town ~~(and Village)~~ sidewalks as needed and connecting to the existing Village sidewalks (and any other existing Town sidewalks as needed) related services thereof (the “Services”) for all public sidewalks which are within the Town and for which the Village will be responsible (the “Town Sidewalks”); and

WHEREAS, the Village has the available manpower, machinery, materials and equipment to provide the Services for and within the Town; and

WHEREAS, the Town and Village are each ~~are~~ aware of the Village and Town contracting with each other for the purpose of the Village providing the Services for the Town with agreed upon costs to be paid to the Village;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Village hereby agree as follows:

1. Scope of Services:

a. The Village shall perform the Services in the Town when deemed necessary and appropriate by the Village, and the Services shall be generally performed with such frequency, to such degree and with similar specifications and requirements as the Village performs the same services on the sidewalks within the Village. The designated Village personnel shall have the ultimate authority and discretion to determine how best to have the Services performed within the Town in coordination with the same services being performed on the streets and roads within the Village. Accordingly, and notwithstanding anything to the contrary in this Agreement, in the event of an emergency within the Village during which, in the judgment of the designated Village personnel, it shall be unwise to send personnel or equipment to the Town to provide the Services, the Village shall not be obligated, while such emergency continues, to provide the Services within the Town. In addition, any delay in or failure of performance by the Village under this Agreement shall be permitted and ~~the~~

~~Village~~ shall be excusable if such delay or failure is caused by occurrences beyond the control of the Village, including, but not limited to, acts of God, compliance with any order or request of any governmental authority, acts of war or terrorism, sabotage, accidents, strikes or other concerted actions of employees, weather, and any other cause not within the control of the Town.

b. Notwithstanding anything to the contrary in this Agreement, the Village's performance of the Services within the Town shall in no way be deemed or construed to mean that by execution of this Agreement the Village has accepted or intends to accept the dedication of the Town sidewalks. The Town sidewalks are and shall remain the property of the Town and/or under the Town's control and, other than the specific Services to be provided by the Village hereunder, the Town shall remain fully responsible for keeping and maintaining the Town sidewalks in good repair and safe for vehicular and pedestrian traffic.

2. Payment for Services/Record Keeping: The Town shall pay to the Village for the Services to be rendered by the Village under this Agreement an annual amount calculated in accordance with and as provided for in Schedule A attached hereto, incorporated herein and made a part of this Agreement (which payments shall include equipment, labor, materials and related expenses). The Village shall maintain written records of the Village's performance of the Services within the Town using the Village's designated personnel's customary log indicating the number of hours and associated equipment and materials used. The required payment for the Services to the Town by the Village shall be within sixty ~~(60)~~ days after billing from the Village.

3. Insurance: Both the Town and the Village shall maintain and keep in full force and effect during the term of this Agreement general liability, vehicle liability, public employment liability, public officials' liability, and Workers' Compensation insurance coverage, such coverages to be provided under the Town's and Village's respective current policies. Upon reasonable request by the other, the Town and the Village will provide one or more certificates of insurance evidencing the coverages required by this Agreement.

4. Indemnification: The Town does hereby indemnify, hold harmless and defend the Village and its officers, employees, agents and elected officials, for injury or death to any person or persons or damage to property arising out of this Agreement and the Services to be provided hereunder by the Town and its employees, subcontractors or agents, except for any actions and claims arising out of the negligence of the Village.

5. Notice: Whenever in this Agreement it shall be required or permitted that notice or demand be given or served by either party to this Agreement, such notice or demand shall be given in writing to the Town Supervisor or the Village Mayor, as the case may be, at the addresses for the Town and the Village indicated above and in the following manner: All

such notices shall be (i) delivered in person with written and notarized proof thereof, and in such case shall be effective as off the date of such personally delivery; or (ii) sent by certified or registered mail, return receipt requested, and in such case shall be effective as of the date three (3) days following the date upon which such mailing is deposited; or (iii) sent by a nationally recognized overnight courier, and in such case shall be effective one (1) day after the date of delivery to such courier. The address of either party may be changed from time to time by such party providing written notice as required in this paragraph.

6. Term: This Agreement shall be for an initial term commencing as of the effective date indicated above and ending on ~~February 13~~December 31, 2018, and shall then continue year to year thereafter from January 1, 2019, provided, however, that either party may terminate this Agreement upon six (6) months written notice to the other party. Termination pursuant to this paragraph shall not relieve the Town or Village from any obligations arising prior to such termination, including, but not limited to, provision of the Services by the Village, and payment by the Town for the Services.

7. Confidentiality: Any party to this Agreement shall not during the term of the Agreement nor at any time thereafter disclose to any third party any confidential, proprietary or non-public information furnished by the Village, Town and/or Joint Code Enforcement Officer in the course of such party fulfilling its obligations hereunder.

8. Miscellaneous: This Agreement (i) shall be governed by the laws of the State of New York, (ii) constitutes the entire agreement between the Town and the Village with respect to the subject matter of this Agreement, (iii) supersedes all prior agreements, understandings and arrangements, both oral and written, between the Town and the Village with respect to such subject matter, and (iv) may not be modified in any way unless in writing signed by both parties. The waiver by any party of a breach or violation of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or violation. If any court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. The Town and the Village agree to execute and deliver such other documents and to perform such other acts as may, from time to time, be reasonably required to give full force and effect to the intent and purpose of this Agreement. Each party executing this Agreement represents and warrants that (i) he or she has the specific authority to bind the party on whose behalf he or she is signing this Agreement, (ii) the consent of any third parties is not required to perfect such authority, (iii) the party on whose behalf he or she is signing this Agreement has undertaken all actions required to enter into this Agreement, and (iv) his or her signature represents the binding obligation of such entity.

DRAFT

IN WITNESS WHEREOF, the Town and the Village have executed this Agreement effective as of _____, 2018.

VILLAGE OF TRUMANSBURG

by_____

Anthony Martin Petrovic, Mayor

TOWN OF ULYSSES

by_____

Elizabeth Thomas, Supervisor

SCHEDULE A

The amount of the annual invoice to be payable by the Town to the Village pursuant to this Agreement for performance of the Services within the Town will ~~include~~ consist of

(i) ~~(+)~~ itemized costs associated with and calculated in accordance with this Agreement, (NOTE: agreement does not state what costs are and how they will be calculated)
and

(ii) labor and material costs as provided by the Village, all of which costs ~~will~~ may be adjusted annually by the Village to reflect current equipment, labor and material rates.

NOTE from Liz: I think it's ok to leave this as a task done annually since it's mostly only the winter that requires any maintenance. Also, I'm comfortable with being a little loose on all the details of how costs are calculated. They are really understaffed and I don't want to be such a pain that they don't want to bother for our little piece of sidewalk.