

**INTERMUNICIPAL AGREEMENT
REGARDING DELEGATION OF RESPONSIBILITIES FOR IRADELL ROAD**

THIS INTERMUNICIPAL AGREEMENT (the “Agreement”) is made and entered into this _____, __, 2025 (the “Effective Date”) between the Town of Ulysses (“Ulysses”), a municipal corporation with its principal office at 10 Elm Street, Trumansburg, New York 14886, and the Town of Enfield (“Enfield”), a municipal corporation with its principal office at 182 Enfield Main Road, Ithaca, New York 14850, (each individually a “Party” and together the “Parties”).

WHEREAS, the Parties currently own and maintain various public streets and roadways within their respective boundaries, including a certain road having the name “Iradell Road;” and

WHEREAS, 0.98 miles of Iradell Road, between Buck Hill Road and Waterburg Road, crosses the line between and passes through Ulysses and Enfield, (the “Road”); and

WHEREAS, the Road requires ongoing maintenance, including plowing, mowing, ditching, driveway pipe installation and maintenance, cross pipe installation and maintenance, road sign installation and maintenance, paving, surface treatment(s), and tree maintenance; and

WHEREAS, the Parties have not previously had a written agreement as between them concerning responsibility for the Road; and

WHEREAS, Ulysses had provided for the ongoing maintenance of the Road and has received all of the Consolidated Local Street and Highway Improvement Program (“CHIPS”) funding for such maintenance; and

WHEREAS, the Parties now desire to formally establish their respective responsibilities regarding, and to allocate CHIPS funding for, the Road;

NOW, THEREFORE, IT IS HEREBY AGREED, by Ulysses and Enfield as follows:

1. Ownership: The Parties hereby acknowledge and agree that ownership of the Road is split along the centerline of the Road, with Ulysses owning the northerly side and Enfield owning the southerly side.
2. Responsibilities:
 - a. Plowing: Ulysses will provide snow removal and ice control (“Winter Maintenance”) along the Road’s entire length in accordance with the usual and customary practices of a municipality located in Tompkins County, New York.
 - b. Mowing Roadside: Enfield will provide roadside mowing (“Summer Maintenance”) along the Road’s entire length in accordance with the usual and customary practices of a municipality located in Tompkins County, New York.
 - c. Ditching, Driveway Pipes, Road Signs, Trees and Tree Maintenance: The Parties agree they will maintain the ditching, driveway pipes, road signs and trees on their respective sides of the Road in accordance with the usual and customary practices of a municipality located in Tompkins County, New York.

- d. Cross Pipes, Paving and Surface Treatment: The Parties agree to share equally in the cost of installation, repair, or replacement of cross pipes that are located underneath the Road, and paving and surface treatments that occur to both lanes of the Road. The Parties shall mutually agree on the lead agency, contractor, scope of work, and timeline for any such work.
3. Consolidated Local Street and Highway Improvement Program ("CHIPS"): The Parties agree that each of them will receive fifty percent (50 %) of any CHIPS funds for the Road. In the event the State of New York requires one Party to receive all of the funds for the Road, then the receiving Party shall, within ten days after receipt, forward to the other Party its proportionate share of such funding.
4. Insurance: The Parties agree to obtain and thereafter continue to keep in full force and effect as part of their respective general liability insurance policies, public liability insurance covering their respective obligations and responsibilities under this Agreement.
5. Arbitration: Should any dispute arise between the Parties respecting the terms of this Agreement, the disputed matter shall be settled by arbitration in accordance with Part 28 of the Rules of the Chief Judge of the State of New York. Either Party may serve upon the other a notice of intent to arbitrate. The arbitration shall be conducted by an arbitrator mutually agreeable to the Parties, who shall also be qualified to serve as an arbitrator in accordance with such Rules. If the Parties are unable to agree on an arbitrator within thirty (30) days of receiving a notice of intent to arbitrate, they shall within thirty (30) days thereafter each select one qualified arbitrator, and those two arbitrators shall mutually select a third qualified arbitrator within ten (10) days of the date the last of those two arbitrators was appointed. The third arbitrator shall then conduct the arbitration.
6. Indemnification: To the maximum extent allowed by law, each Party agrees to indemnify, defend and hold the other Party and its agents, officers and employees harmless from and against any claims, suits, proceedings, costs, liabilities, expenses (including court costs and reasonable legal fees), or damages to real or tangible personal property and/or bodily injury to persons, including death, arising from or related to their respective actions or inactions undertaken pursuant to this Agreement.
7. Notices of Claim: If either Party receives a notice of claim concerning the Road, it shall promptly forward a copy of such notice of claim to the other Party.
8. Authority for Execution on Behalf of Ulysses: The Supervisor has executed this Agreement pursuant to a resolution adopted by the Town Board of Ulysses, at a meeting thereof held on _____, __, 2025. Katelin Olson, Town Supervisor, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of Ulysses. This instrument shall be executed in duplicate. At least one copy shall be permanently filed, after execution thereof, in the office of the Town Clerk, Ulysses.
9. Authority for Execution on Behalf of Enfield: The Supervisor has executed this Agreement pursuant to a resolution adopted by the Town Board of Enfield, at a meeting thereof held on _____, __, 2025. Stephanie Redmond, Town Supervisor, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of Enfield. This instrument shall be executed in duplicate. At least one

copy shall be permanently filed, after execution thereof, in the office of the Town Clerk, Enfield.

10. **Notices:** Any and all notices required hereunder shall be addressed as follows, or to such other address as may hereafter be designated in writing by either Party hereto:

Ulysses: Town Supervisor
 10 Elm Street
 Trumansburg, New York 14886

Enfield: Town Supervisor
 182 Enfield Main Road
 Ithaca, New York 14850

11. **Waiver:** No waiver of any breach of any condition of this Agreement shall be binding unless in writing and signed by the Party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.
12. **Modification:** This Agreement constitutes the complete understanding of the Parties. No modification of any provisions thereof shall be valid unless in writing and signed by both Parties.
13. **Term:** This Agreement shall remain in effect indefinitely, beginning on the Effective Date. Either Party may terminate the Agreement by providing written notice to the other Party, with such termination to become effective either by the end of the calendar year or sixty (60) days after receipt of such notice, whichever is longer.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

TOWN OF ULYSSES

TOWN OF ENFIELD

By: _____
Katelin Olson, Supervisor

By: _____
Stephanie Redmond, Supervisor