

SNOW AND ICE **AGREEMENT**

AGREEMENT, made as of the 1st day of October 2025, by and between the **COUNTY OF TOMPKINS**, a municipal corporation of the State of New York, with offices at 125 East Court Street, Ithaca, New York, hereinafter referred to as the "County", and the **TOWN OF LANSING**, a municipal corporation of the State of New York within the County of Tompkins, with offices at 29 Auburn Road, Lansing, New York, 14882 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 and ice 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 (See Schedule A) 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 on October 1, 2025 and terminating September 30, 2028. This Agreement may be extended by written mutual consent of both parties and approval of the County Legislature.
2. The County agrees to rent from the Town and the Town agrees to rent to the County Highway Department, tools, equipment, and personnel for such purposes to sand, salt, and remove snow from the County Roads listed in the attached Schedule A, and otherwise treat the 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. Payment for such services aforementioned above and listed in Schedule A, **shall not exceed one-hundred eighty-two thousand, nine-hundred thirty dollars and fifty-five cents (\$182,930.55)** for plowing, salting, and sanding two-lane miles for the 2025/26 season. Said payments shall be made to the Town in four equal installments (for total sum of full amount) on each February 1, March 1, April 1, and December 1 of each year. The amount paid per two-lane mile will be adjusted each year by the percentage change in County costs for snow and ice removal work performed, comparing the two preceding winter seasons (October-April).
4. The County shall submit payment to the Town within thirty (30) days following receipt of such monthly accounting of expenditures and acceptance by the County that all terms and conditions of this Agreement have been met and that progress on work activities has been made as billed. The Town will submit detailed invoices based on the billing format as specified in the body of the Agreement. The County will not prepay for services prior to services being provided, with the exception that if the County Highway Director agrees that unusual circumstances have drastically increased the cost of snow and ice removal during any year, a one-time payment may be negotiated.
5. If either party disputes the level of reimbursement, then at the request of either party, a comparison of the last two (2) year average of the fixed payment with that payment which would have been due under a time and material reimbursement method can be used to determine a new base amount for adjustment in compliance with the terms of this agreement.
6. 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.
7. 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.
8. On an annual basis, and if either party disputes the level of payment, the rates being applied, the specific road segments included, or other aspect of the agreement, then modifications may be considered.
9. The Town shall release, waive, indemnify, hold harmless and defend the County, its officers, employees, agents, and elected officials from and against any and all claims, demands, actions,

10. The Town and the County shall maintain the limits of insurance set forth in the attached Schedule B or as required by law, whichever is greater.
11. The Town has reviewed and agrees to the additional County terms and conditions as set forth in the attached Schedule C, hereinafter incorporated into this contract
12. This Agreement is executed on behalf of the County pursuant to Resolution # _____ adopted by the County Legislature on October 7, 2025, and by the Town Board pursuant to Resolution, adopted on _____.
13. The signees on behalf of each of the PARTIES warrant that they are duly authorized to bind their organization to the terms and provisions set forth herein, and further acknowledge that the other party is entitled to rely upon this representation of authority.

DATE: _____

Jessi Schmeiske, Risk & Compliance

Tompkins County

DATE: _____

Mike Moseley, Superintendent
Town of Lansing

DATE: _____

Ruth Groff, Supervisor
Town of Lansing

The Snow and Ice Maintenance Agreement between the **Town of Lansing** 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. 108A, etc.):

County Road:	Section:	Miles:
Asbury Road, CR108A	Rt. 34 – West Dryden Road	2.92
Brickyard Road, CR159B	Rt. 34B @ Church Road – Bridge	0.95
Cayuga Drive, CR156C	Rt. 34B – CR156, Milliken Station Road	0.49
Conlon Road, CR186	Rt. 34B – Rt. 34	4.42
Farrell Road	CR121, Warren Road – CR108WD	1.03
Fenner Road, CR189	CR155, Lansingville Road – Rt. 34B	2.96
Jerry Smith Road, CR184	Rt. 34B – CR155, Lansingville Road	2.23
Lake Ridge Road, CR185	Rt. 34B – Cayuga County Line	1.60
Lansingville Road, CR155	Rt. 34B – Cayuga County Line	4.71
Locke Road, CR154	Rt. 34 – Cayuga County Line	2.50
Ludlowville Road, CR159L	Bridge – Rt. 34B (north end)	0.57
North Lansing School Road, CR100N	CR151, VanOstrand Road – Groton Town Line	2.01
North Triphammer Road, CR122T	Lansing Village Line – Rt. 34	2.64
Portland Point Road, CR150	Cement Plant Gate – Rt. 34B	1.51
VanOstrand Road, CR151	Rt. 34B – CR100N, North Lansing School Road	4.42
Warren Road, CR121	CR108A, Asbury Road – Rt. 13 (includes 0.81 Village Section)	2.95
West Dryden Road, CR108WD	CR108F, Farrell Road – CR108A, Asbury Road	0.59
West Groton Road, CR181WG	CR154, Locke Road – CR181T, Talmadge Road @ Town Line	1.04
Brown Road, CR124	CR121, Warren Road – St. Rt. 13	0.86
Total Miles:		40.38

SCHEDULE B

TOMPKINS COUNTY INSURANCE

REQUIREMENTS

The Town shall maintain the following minimum limits of insurance or as required by law, whichever is greater.

A.) Workers' Compensation and New York Disability

Workers' Compensation

Statutory coverage complying with NYS Workers' Compensation Law Section 57 General Municipal Law Section 125, Town must submit one of the following:

CE-200 - Certification of Attestation of Exemption form NYS Workers' Compensation and/or Disability Benefits Coverage available at <http://www.wcb.ny.gov/content/main/forms/AllForms.jsp>, **OR**

CE-105.2 - Certification of NYS Workers' Compensation Insurance (U-26.3 f or State Insurance Fund version), **OR**

SI-12 - Certificate of NYS Workers' Compensation Self Insurance, **OR**

GSI-105.2 - Certificate of NYS Workers' Compensation Group Self-Insurance Employers' Liability - \$1,000,000

Disability Benefits Requirements

Statutory coverage complying with NYS Workers' Compensation Law Section 220 (8) under General Municipal Law Section 125, Town must submit one of the following:

CE-200 - Certification of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage, **OR**

DB120.1 - Certificate of Disability Benefits Insurance, **OR** DB155 - Certificate of Disability Self-Insurance

NOTE: Proof of NYS Workers' Compensation and NYS Disability Benefits must be provided on NYS forms as listed above (complete information available at <http://www.wcb.ny.gov/content/main/forms/AllForms.jsp> or Bureau of Compliance at (866) 546-9322).

B.) Commercial General Liability (CGL) including, contractual, independent contractors, products/completed operations

Each Occurrence	\$1,000,000	General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000	Personal and Advertising Injury	\$1,000,000
Damage to Rented Premises	\$50,000	Medical Expense	\$5,000

- Town shall maintain CGL coverage for itself and all additional insureds for the duration of the Agreement.
- Policy may not contain any exclusions relating to NY Labor Law or municipal work.
- It is expressly understood and agreed by the Town that the insurance requirements specified above, contemplate the use of occurrence liability forms.
- Tompkins County and its officers, employees, agents and elected officials are to be included as **Additional Insured's on a primary and non-contributory basis.**
- This insurance for the additional insureds shall be as broad as the coverage provided for the named insured Town. It shall apply as Primary and non-contributing Insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured.
- Coverage for the Explosion, Collapse, and Underground Property Damage hazards will be provided.

C.) Commercial Umbrella

\$5,000,000

- Policy may not contain any exclusions relating to NY Labor Law or municipal work.
- Tompkins County and its officers, employees, agents and elected officials are to be included as **Additional Insured's on a primary and non-contributory basis.**
- Umbrella coverage must include as insureds all entities that are additional insureds on the CGL.
- Umbrella coverage for such additional insureds shall apply as primary before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the Town.

D.) Business Auto Coverage

Liability for Owned,
Hired and Non-Owned

\$1,000,000 CSL or
\$500,000 Per Person BI

\$1,000,000 Per Accident BI
\$250,000 PD Split Limits

- Town and all other parties required of the Town shall be included as insureds on the auto policy.

E.) Owner's & Contractor's Protective Liability

Each Occurrence
Annual Aggregate

\$1,000,000
\$2,000,000

F.) Waiver of Subrogation

Town waives all rights against Tompkins County and its officers, employees, agents and elected officials for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers liability insurance maintained per requirements stated above.

All insurance shall be written with insurance carriers licensed by New York State and have an A.M. Best's Key Rating no lower than "A – X". **Proof of liability insurance shall be provided on the Acord Certificate of Insurance, Acord 25 (03/2016), or insurance company certificate. Proof of Workers' Compensation and NYS Disability shall be provide on forms as outlined in A, above.** All insurance policies and Certificates shall contain a provision that coverage afforded under the policies will not be canceled, allowed to expire, or materially changed (except for non-payments) until at least thirty (30) days prior written notice has been given to the County. All Certificates must be signed by a licensed agent or authorized representative of the insurance company. Certificates of Insurance shall be submitted with signed agreement.

SCHEDULE C

TOMPKINS COUNTY TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the promises, covenants, and agreements contained herein, the COUNTY and CONTRACTOR (the "PARTIES") agree as follows:

1. The terms and provisions of this Agreement, and any controversies arising hereunder, shall be interpreted, governed, and construed under the laws of the State of New York. The PARTIES consent to the exclusive jurisdiction of, and venue in, the State Courts within Tompkins County, New York or the United States District Court for the Northern District of New York if Federal jurisdiction is sought. This Agreement is binding on all successors, heirs, executors, administrators, representatives, and assigns of all the PARTIES hereto.
2. This Agreement constitutes the entire agreement between the PARTIES with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the PARTIES with respect to the subject matter hereof. Attachments, appendix, exhibits, schedules and annexes attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such attachments, appendix, exhibits, schedules, and annexes and the provisions of this Agreement, the provisions of the COUNTY's terms and conditions shall prevail.
3. If any of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. The PARTIES shall use all reasonable efforts to substitute a valid, legal, and enforceable provision that implements the purposes and intents of this Agreement.
4. Any notice, demand or communication required, permitted, or desired to be given hereunder shall be deemed effectively given when personally delivered or mailed by prepaid certified mail, return receipt requested, to the addresses set forth above.
5. The COUNTY reserves the right to terminate this Agreement for any reason giving thirty (30) days written notice.
6. This Agreement may not be amended, modified, or reassigned except in writing by mutual agreement of the PARTIES hereto nor may any obligations be waived orally.
7. The TOWN shall not assign any part of this Agreement to a subcontractor or other party without the express written consent of the County. All terms and conditions of this Agreement shall apply to any subcontractor.
8. The COUNTY reserves the right to perform work related to the Agreement with the COUNTY's own forces, and to award separate agreements in connection with other portions of the scope of work under conditions of this Agreement identical or substantially similar to these, including those portions related to insurance and waiver of subrogation.
9. The COUNTY shall not be responsible for any failure to perform or delay attributable in whole or in part to any cause beyond its reasonable control including, but not limited to, acts of God,

government actions, war, civil disturbance, terrorism, insurrection, sabotage, labor shortages or disputes, or TOWN's fault or negligence.

10. It is mutually agreed between the PARTIES that the TOWN is an independent contractor and that no employee-employer, partnership, agent, or representative relationship exists between the TOWN and the COUNTY under the terms of this Agreement, nor to enter into or assume, or attempt to enter into or assume any obligation on behalf of the other.
11. Except as may otherwise be specified in the body of the Agreement, the TOWN agrees to provide its employees with such tools, materials, and equipment required to perform the services prescribed by this Agreement.
12. During the performance of this Agreement, the TOWN agrees that it will not discriminate against any employee or applicant for employment because of age, ethnicity, creed, race, color, sex, sexual orientation, gender identity, national origin, marital status, disability, military status, status as an ex-offender, arrest record, conviction record, and domestic violence victim status, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. The areas in which discrimination on the aforementioned grounds is prohibited include, but are not limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
13. The TOWN certifies to the COUNTY that the programs and services to be provided and described herein are accessible to the handicapped in accordance with the provisions of Section 504 of the Federal Rehabilitation Act of 1973.
14. The PARTIES agree that as a condition of receipt of Federal funds, if any, that audits be performed of the TOWN 's records by auditors in compliance with the Federal Single Audit Act of 1984.
15. All required Federal, State, and Local licenses shall be obtained by the TOWN prior to commencement of this Agreement and shall be maintained by the TOWN for the duration of this Agreement. The TOWN agrees to comply with all Federal, State, and Local laws and regulations governing the provision of goods and services under this Agreement. To the extent that Federal funds are provided to the TOWN under this Agreement, the TOWN agrees that it will comply with all applicable Federal laws and regulations, including but not limited to those laws and regulations under which the Federal funds were authorized.
16. TOWN agrees to observe and satisfy the requirements of the COUNTY's Compliance Plan regarding Federal and State fraud and abuse laws. The Compliance Plan can be viewed at www.tompkinscountyny.gov/All-Departments/County-Compliance-Program, or a copy can be obtained by contacting Tompkins County Department of Administration. Contractors who provide healthcare services certify that neither the TOWN, nor its employees, directors, officers, and subcontractors are "excluded individuals or entities" under Federal and/or New York State statutes, rules and regulations. If the TOWN provides healthcare services, the TOWN agrees to screen all employees, directors, officers and subcontractors on a monthly basis at the New York State Office of Medicaid Inspector General website, and any other websites related to the Excluded Parties List System required by Federal and/or New York State Medicare or

Medicaid statutes, rules and regulations, to determine if any employee, director, officer, or subcontractors is on or has been added to the exclusion list.

The TOWN shall promptly notify the COUNTY if any employee, director, officer or subcontractors is on or has been added to the exclusion list. The COUNTY reserves the right to immediately cancel this Agreement, at no penalty to the COUNTY, if any employee, director, officer or subcontractors is on or has been added to the exclusion list.

By signing this Agreement, the TOWN attests to that fact that the TOWN and/or the provider have not been sanctioned nor excluded by any of the aforementioned entities.

17. The New York State Labor Law at Article 9, Sections 230-239 A of said statute requires that contractors and subcontractors pay the prevailing rate of wage and supplements (fringe benefits) to all workers under a public work contract and follow other requirements. Employers must pay the prevailing wage rate set for the locality where the work is performed. Prevailing wage is the pay rate set by law for work on public work projects. This applies to all laborers, workers or mechanics employed under a public work contract. Every contractor and subcontractor must keep and provide certified original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. These must be made available to the COUNTY at its request. Payrolls must be maintained for at least three (3) years from the projects date of completion. Additionally, as per Article 6 of the Labor Law, contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records. At a minimum, payrolls must show the following information for each person employed on a public work project: Name; Address, Last 4 Digits of Social Security number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification. Payroll records and transcripts are required to be kept on site during all the time that work under that contract is being performed.