

APPENDIX

APPENDIX A

TRIPARTITE AGREEMENT

JOINT DEVELOPMENT PROJECT

FOR A

MULTI-USE RECREATIONAL AND PUBLIC

WORKS CORRIDOR

AT

ITHACA, NEW YORK

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A G R E E M E N T

JOINT DEVELOPMENT PROJECT

for a

MULTI-USE RECREATIONAL AND PUBLIC WORKS CORRIDOR

at

ITHACA, NEW YORK

WHEREAS, the Joint Development Project for a Multi-use Recreational and Public Works Corridor at Ithaca, New York (hereinafter called the CORRIDOR) is a cooperative development by the New York State Office of Parks, Recreation, and Historic Preservation (PARKS), the City of Ithaca (the CITY), and the Town of Ithaca (the TOWN), and

WHEREAS, said CORRIDOR is predicated on the concept that joint development of certain lands in the CITY and TOWN, described generally as lying within the Ithaca Flood Control Channel right-of-way and within the discontinued railroad right-of-way of the Ithaca Branch of the Consolidated Rail Corporation, will complement and enhance the ability of PARKS, the CITY and TOWN to provide recreation opportunities and public works improvements to Ithaca area residents and visitors, and

WHEREAS, it is the intent of the parties hereto that the design, development, and use of such multi-use CORRIDOR be unified and coordinated through continuing voluntary tripartite consultation, plan review, and cooperation by the parties without infringing on the autonomy of any of them, and

WHEREAS, each of the parties has interest in the use and enjoyment of property within their respective

legal jurisdictions, including property severally owned by them or to which they hold certain rights in and near the CORRIDOR;

NOW, THEREFORE, it is mutually understood and agreed to by the parties hereto that:

1. PARKS shall, without cost to the CITY or TOWN, acquire ownership of a discontinued portion of the Consolidated Rail Corporation Ithaca Branch right-of-way commencing at Milepost 304.32 (Stone Quarry Road) and continuing to Milepost 306 (Knights Crossing) in the City and Town of Ithaca.

2. The CITY and/or the TOWN shall assist PARKS by acquiring permission from owners of private property through which the CORRIDOR passes, for access to such property by all parties for the purpose of developing and maintaining the pedestrian/bicycle path, and for its continuing recreational use by the public from the State Street bridge to Knights Crossing.

3. PARKS shall prepare a master plan for development of a pedestrian and bicycle path within the CORRIDOR, to link existing and proposed recreational facilities through or adjacent to which the CORRIDOR passes, and to provide the opportunity for connecting spur-routes to residential areas of the CITY and TOWN. The CITY and/or TOWN may add public work facilities to said master plan as deemed necessary, subject to the mutual agreement of the parties hereto.

4. PARKS, CITY and TOWN shall make every reasonable effort to coordinate the planning, design, and construction of the initial recreational and public works improvements within the CORRIDOR so that when completed, no major changes in the character of the CORRIDOR may be expected for an extended period, to

allow the natural and planned landscaping to become established and mature. Such planning and design may be based on a phased program to implement the various components, in accordance with the master plan, when needed, or, as resources permit.

5. When, and if, additional improvements within or related to the CORRIDOR and its uses are determined to be necessary, such improvements shall be made in accordance with this memorandum as it may be amended by mutual agreement between the parties hereto.

6. In the event that other uses or facilities are proposed for the CORRIDOR, other than those contemplated in the master plan, such changes shall be subject to the mutual agreement between the parties hereto.

7. Where private property may be affected by such development and use of the CORRIDOR to a greater extent than would be the case in the absence of this project, the parties shall expend their best efforts to notify and inform owners of property within or adjacent to their separate jurisdictions concerning the project and the safeguards which will be present to protect property. Such notice shall be made in a timely manner prior to official adoption of the master plan in order to permit property owners adequate opportunity for comment on the proposed project. Such notice and comment period may be combined with any environmental review or other public informational procedures followed in planning and implementing the project, as appropriate.

8. PARKS shall act as the lead agency in any environmental review and evaluation of the pedestrian and bicycle project required or conducted, and shall

perform such function at no cost to the CITY or TOWN. The CITY and TOWN shall perform a similar function for any spur extensions of the path, or for any public works facilities related to the CORRIDOR.

9. PARKS shall construct and landscape a pedestrian and bicycle path within the CORRIDOR, in accordance with the master plan, providing a continuous link between its facilities and Allan H. Treman State Marine Park and Buttermilk Falls State Park. Such path shall incorporate existing CITY bike paths within Cass Park. Where the path requires extensions across CITY or TOWN lands in Cass Park or along the Flood Channel, such construction shall be accomplished without cost to the CITY or TOWN. The path shall, to the greatest extent possible, be separate from existing vehicular traffic-ways.

10. The CITY and TOWN shall use their best efforts to provide connecting spur-routes serving residential areas within their respective jurisdictions, in order to increase recreational opportunities available to the public and to promote fuller use and enjoyment of the major recreational facilities served, for example, a spur-route on the right-of-way between Buttermilk Falls State Park and South Aurora Street. In the event such path is emplaced prior to construction of any public-works-related improvements contemplated by the TOWN or CITY for this portion of the CORRIDOR, the party responsible for construction of such improvements shall be responsible for ensuring that the path is protected from damage resulting from such construction, or is restored as necessary, and, such party shall provide such insurance as may be required by PARKS

against personal injury or property damage associated with such construction on PARKS lands within the CORRIDOR.

11. The CITY and TOWN shall design and construct such public works improvements in the corridor as they determine necessary to protect and upgrade property within their jurisdictions, subject to mutual agreement by the parties hereto.

12. The CITY and TOWN shall be responsible for normal maintenance and repair of portions of the pedestrian/bicycle path between Allan H. Treman State Marine Park and Buttermilk Falls State Park, within their respective municipal jurisdictions, and shall have unrestricted access to any part of the CORRIDOR for such purpose. PARKS shall be responsible for major maintenance and repair of drainage structures and bridges necessary thereto.

13. Collection and removal of trash and rubbish shall be the responsibility of the party normally responsible for maintenance of sections of the CORRIDOR within their jurisdictions. Such routine maintenance shall be performed frequently enough to keep the CORRIDOR and, more particularly, the path free of unsightly and potentially dangerous materials, and also shall serve to reassure the owners of private property which the CORRIDOR crosses or abuts that their interests are being protected by the parties to this agreement.

14. The CITY and TOWN shall be responsible for maintenance and repair of any public works facilities constructed by them within the CORRIDOR, and shall have unrestricted access to any part of the CORRIDOR for such purpose.

15. Emergency repairs to any of the improvements constructed within the CORRIDOR shall be made by the party having responsibility therefor in the most timely and efficient manner necessary to protect the public and the value of the improvement, and the costs of such repairs shall be paid by the party having responsibility, as appropriate.

16. Routine police patrol of the CORRIDOR shall be accomplished by the public safety authorities normally acting within the respective jurisdictions; emergency police and fire service shall be provided in accordance with existing service agreements.

17. The parties reserve the right to control the public's use of these sections of the CORRIDOR within their respective jurisdictions as necessary and appropriate to ensure user safety and enjoyment, and to safeguard the rights of the owners and residents of adjacent private property. Where such controls might severely restrict recreational use of the CORRIDOR or recreation facilities which it serves, the parties shall consult in an attempt to find ways to achieve a desirable degree of control without negative effects on the intended public use.

18. The parties hereto agree to meet annually to review the progress of the project and program related to the corridor.

IN WITNESS WHEREOF, this agreement has been executed by the said New York State Office of Parks, Recreation, and Historic Preservation (PARKS), the City of Ithaca (CITY), and the Town of Ithaca (TOWN).

NEW YORK STATE OFFICE OF PARKS,
RECREATION, AND HISTORIC
PRESERVATION

S E A L

By: Andrew R. Mazzella L.S.
Andrew R. Mazzella, Regional Manager



CITY OF ITHACA

By: William R. Shaw L.S.
William R. Shaw, Mayor

TOWN OF ITHACA

By: Noel Desch L.S.
Noel Desch, Supervisor

STATE OF NEW YORK)
COUNTY OF TOMPKINS) SS.

On this 18th day of October, 1983, before me,
the subscriber, personally appeared ANDREW R. MAZZELLA,
as Regional Manager of the New York State Office of
Parks, Recreation, and Historic Preservation, Finger
Lakes Region, to me personally known and known to me to
be the same person described in and who executed the
within instrument, and he duly acknowledged to me that
he executed the same as such Regional Manager.

THOMAS E. GELL
Notary Public, State of New York
Qualified in Tompkins County
No. 472150
My Commission Expires March 30, 1984

Thomas E. Gell
Notary Public

STATE OF NEW YORK)
COUNTY OF TOMPKINS) SS.

On this 3rd day of October, 1983, before me,
the subscriber, personally appeared WILLIAM R. SHAW, as
Mayor of the City of Ithaca, to me personally known and
known to me to be the same person described in and who
executed the within instrument, and he duly
acknowledged to me that he executed the same as such
Mayor.

ROBERT H. BROWN
Notary Public, State of New York
No. 464223
Qualified in Tompkins County
Term expires March 30, 1985

Robert H. Brown
Notary Public

STATE OF NEW YORK)
COUNTY OF TOMPKINS) SS.

On this 23rd day of September, 1983, before me,
the subscriber, personally appeared NOEL DESCH, as
Supervisor of the Town of Ithaca, to me personally
known and known to me to be the same person described
in and who executed the within instrument, and he duly
acknowledged to me that he executed the same as such
Supervisor.

JEAN H. SWARTWOOD
Notary Public, State of New York
No. 4702044
Qualified in Tompkins County
Commission expires March 30, 1985

Jean H. Swartwood
Notary Public

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