

Resolution # 2-2025

INTERMUNICIPAL COOPERATIVE ENGINEERING AGREEMENT

This Agreement is effective and retroactive to September 3, 2024, by and between the COUNTY OF LEWIS, a municipal corporation of the State of New York, with offices at 7660 North State Street, Lowville, New York 13367, hereinafter referred to as "COUNTY" and the Town of Watson, hereinafter referred to as "TOWN", a municipal corporation of the State of New York, whose mailing address is 6971 Number Four Road, Lowville, New York 13367.

WITNESSETH

WHEREAS, in response to the catastrophic rain event on July 10, 2024, seven (7) bridges and approximately 10-15 culverts responsible by either the County or Towns and Villages throughout Lewis County were damaged or washed out; and

WHEREAS, pursuant to Resolution No. 176-2024, and in order to expedite repair or replacement of these damaged bridges and culverts, the COUNTY took the initiative to request a proposal from Barton & Loguidice (B&L), a professional engineering firm on the NYS authorized list of professional engineers with the expertise to conduct and provide Countywide Site Assessments of the bridges and culverts damaged or washed out due to the storm, and to provide a Pre-Disaster condition Report to quantify the estimated funding to complete the temporary and permanent repairs or replacements required on each bridge and culvert. The COUNTY undertook this financial obligation in order to expedite the repairs and services, anticipating that these expenses would be paid back by the Towns and Villages upon a federal and state disaster designation; and

WHEREAS, B&L provided a detailed proposal dated July 23, 2024 with a scope of services and phases for the assessment and repair of each bridge and culvert at a cost of \$20,200 per bridge for collection and preliminary design phases; \$16,900 per culvert site for collection and preliminary design phases; and \$6,700 per site for Administrative Coordination with FEMA & DHSES. The County will submit invoices or donated service documentation for the costs relative to the appropriate Town upon completion; and

NOW, THEREFORE, in consideration of the terms, covenants and conditions herein set forth and for other good and valuable consideration, it is agreed between the parties as follows:

1. The Town of Watson acknowledges that the County undertook the initial required professional engineering agreement with a qualified engineer, B&L to provide the Bridge and Culvert Site Assessments and Pre-Disaster condition report required for temporary and permanent repair/replacement of the following bridges and culverts owned by the Town of Watson.
  - A. River Road — Partially plugged 24" CMP, flood water overtopped road. Washed out pavement and shoulder, and embankment. 45'x 7' x 4" Pavement. Embankment and shoulder 28' x 8' x 5' .
  - B. Kotel Road - 72" CMP completely washed out, collapsed 16 x 20 x 10.
  - C. Buck Point Road - 60" CMP 80 F long, excessive runoff overtopped, pavement 150 x 18 x 4", subbase 150 x 28 x 10, temporarily repaired.
  - D. Mosher Road - 60" CMP 60 F long, plugged and washed out gravel road, subbase 120 x 30 x 12, gravel 120 x 25 x .5.
  - E. Stillwater Road Culvert - Partially plugged culvert underwater, road washout on outlet end, shoulder and embankment 85 x 10 x 4, pavement 85 x 8 x 4" Temporary work completed, will need to replace culvert.
  - F. Petrie Road - 18" HDPE washed out. 150 x 18 x 3 ft deep.
  - G. Bailey Road 1 - Floodwaters overtopped the Culvert and gravel road. 48" CMP still in place.
  - H. Passenger Pond Road -Two (2) 35" CMP side by side blown out.
  - I. Loson Road — Culvert head wall with guiderail
  - J. Bailey Road 2 — Partially plugged culvert.
2. The Town acknowledges that the Town was not in a financial position to secure these engineering services in such an expedited manner and relied upon the assistance of the County for the Town's benefit for same.
3. The Town directs the County to submit an invoice or donated service documentation to the Town for the fees paid to B&L for these services completed on behalf of the local municipality for each of its bridge(s) and culverts for which an assessment and report was prepared by B&L.
4. Unless it is mutually agreed to by the Town and County to treat these services as donated services, The Town agrees to pay the County for the invoice submitted to the Town for the fees rendered by the County to B&L on behalf of the local municipality for each of its bridge(s) and culverts for which an assessment and report was prepared by B&L.

