

cause initiation of construction of the PROJECT to be constructed in substantial accordance with the Detailed Project Report, dated October 1987 and approved by the Chief of Engineers on \_\_\_\_\_ ; and

WHEREAS the STATE is authorized under Article 16 of the Environmental Conservation Law, as amended, to enter into such an agreement with the GOVERNMENT; and

WHEREAS the STATE is prepared to execute such an agreement once it receives from the MUNICIPALITY a formal Agreement for Local Cooperation; and

WHEREAS the MUNICIPALITY is prepared to execute this formal Agreement for Local Cooperation in order to induce the STATE to enter into such an agreement with the GOVERNMENT.

NOW THEREFORE, the MUNICIPALITY and the STATE agree as follows:

1. The MUNICIPALITY agrees that if the GOVERNMENT shall commence construction of the PROJECT in substantial accordance with the October 1987 Detailed Project Report, the MUNICIPALITY shall fulfill the following requirements of Local Cooperation:

- a. Hold and save the GOVERNMENT and the STATE free from all damages arising from the construction, operation and maintenance of the PROJECT except for damages due to the fault or negligence of the GOVERNMENT or its contractors;

- b. Perform ordinary maintenance and operation of all works in cooperation with the STATE after completion of the PROJECT in accordance with regulations or directions prescribed by the GOVERNMENT and the STATE;
- c. With respect to areas protected from floods by the PROJECT, the MUNICIPALITY shall participate in, comply with and maintain eligibility in the National Flood Insurance Program;
- d. No less than once each year inform affected interests of the limitations of the protection afforded by the PROJECT;
- e. Publicize floodplain information in the area concerned and provide this information to zoning and other regulatory agencies for their guidance and leadership in preventing unwise future development in the floodplain and in adopting such regulations as may be necessary to prevent unwise future development and to ensure compatibility with protection levels provided by the PROJECT;
- f. The Village of Penn Yan shall adopt and enforce ordinances to protect PROJECT lands, channel and works from encroachments and any other activities which may impair their operation or impede their maintenance;
- g. Furnish without cost to the STATE all lands, easements and rights-of-way or other interests in real property required for the PROJECT, title to which is vested in the MUNICIPALITY;

h. Provide without cost to the STATE for the relocation of any utilities owned by the MUNICIPALITY; and

i. Furnish to the GOVERNMENT a share of the non-Federal cost amounting to an estimated \$64,500 based upon an estimated total project cost of \$258,000 less credits for the value of lands and relocation of utilities owned by the MUNICIPALITY. If the actual total PROJECT costs are more or less than the estimate, then the MUNICIPALITY shall furnish the GOVERNMENT an amount equaling this same proportionate share.

2. Upon return of this agreement signed and certified by the MUNICIPALITY, the STATE shall:

a. Enter into an agreement for local cooperation with the GOVERNMENT for PROJECT construction;

b. Furnish to the GOVERNMENT any lands, easement and rights-of-way and relocate any utilities not owned by the MUNICIPALITY; and

c. Bear responsibility for rehabilitation, reconstruction or replacement of PROJECT facilities except in cases where rehabilitation, reconstruction or replacement becomes necessary due to deferred maintenance.

3. The MUNICIPALITY agrees that if an inspection by the STATE shows that the MUNICIPALITY is for any reason failing to operate,

maintain and repair the PROJECT in accordance with assurances hereunder and has persisted in such failure after reasonable notice in writing by the STATE to the MUNICIPALITY, the STATE may repair or maintain the PROJECT in accordance with regulations or directions given by the GOVERNMENT and the MUNICIPALITY shall reimburse the STATE for such expenses including expenses for staff salaries, fringe benefits, overhead, travel and other reasonable costs.

IN WITNESS THEREOF, the parties hereto have set their hands on the day and year first above written.

THE STATE OF NEW YORK

BY: \_\_\_\_\_

The undersigned has been authorized to execute this Agreement on behalf of the MUNICIPALITY by resolution of the Town or Village Board, a certified copy of which is attached hereto and made a part hereof.

THE TOWN OF BARRINGTON

BY: \_\_\_\_\_

THE TOWN OF JERUSALEM

BY: \_\_\_\_\_

THE TOWN OF MILO

BY: \_\_\_\_\_

THE TOWN OF PULTNEY

BY: \_\_\_\_\_

THE TOWN OF URBANA

BY: \_\_\_\_\_

THE TOWN OF WAYNE

BY: \_\_\_\_\_

THE VILLAGE OF HAMMONDSPORT

BY: \_\_\_\_\_

THE VILLAGE OF PENN YAN

BY: \_\_\_\_\_