

**CHAPTER TWO--A NARRATIVE ON THE HISTORY AND VARIOUS LEGAL DOCUMENTS
(including the actual Compact Agreement)**

NARRATIVE AND THE VARIOUS LEGAL AGREEMENTS

THE FEDERAL I.D. NUMBER IS 16-1401507

DNUS NUMBER IS 079528080

GENERAL NARRATIVE OF THE OUTLET AND THE AGREEMENTS

THE COMPACT AGREEMENT OF AUGUST 23, 1990

A MAP OF THE AREA

A NEWS ARTICLE ON THE COMPACT SIGNING

THE AGREEMENT WITH NEW YORK STATE OF 15 MAY, 1991

AGREEMENT WITH YATES COUNTY ON KIMBALL'S GULLY

EARLY DRAFT AGREEMENT BETWEEN THE US ARMY CORPS OF ENGINEERS AND NYS DEC, DATE UNKNOWN

NEW YORK STATE ELECTRIC AND GAS CORRESPONDENCE

CORRESPONDENCE ON EASEMENTS

NEW YORK STATE DEPT. OF TRANSPORTATION CORRESPONDENCE

OUTLET NARRATIVE

NYS DEC CORRESPONDENCE ON EASEMENTS

KIMBALL'S GULLY MAINTENANCE AGREEMENT WITH NYS DEC

PERMIT FOR KIMBALL'S GULLY SEDIMENT CLEANING

KEUKA LAKE OUTLET COMPACT

Five Maiden Lane
Penn Yan, New York 14527
315-536-3015



John Payne, Sr., Chairman
William Weber, Secretary
Joyce Benedict, Clerk/Treasurer
William Mayer, Esq., Counsel

Edward J. Balsley, Manager
315-536-3374

OUTLET GATE NARRATIVE

From the late 1700's there have been regulation devices on the outlet of Keuka Lake at the Main Street Bridge to both operate The Canal and furnish the proper amount of water to drive machinery at various points along the stream's path to Seneca Lake.

The interested reader is referred to a series of booklets available at the Yates County Historian's office that depict the numerous industrial sites between Penn Yan and Dresden.

From the 1830's until the 1880's The Canal, which followed the stream bed, carried freight between Keuka and Seneca Lakes. It was never profitable and finally closed operation when the railroad came in and business along The Canal declined.

However, the regulation of water being discharged from Keuka was vital for the generation of power by NYSEG (or E. L. Phillips Electric Company before NYSEG) at the Seneca Mills Station until 1963 when the hydro plant was shut down.

The Gates were given by NYSEG to the Village of Penn Yan in 1963 and from that point on gate regulation was performed for lake level control only (as long as a minimum flow continued for operation of the municipal sewage treatment plant).

In 1956 a serious May rainstorm created flooding on Keuka and caused considerable damage to the Keuka outlet from the lake to the gates, including the stream banks in the vicinity of Main Street.

Because the damage was so serious, the NYS Flood Control Commission (later to become part of DEC) and The U. S. Army Corps of Engineers performed the repairs in the summer of 1956 and insisted upon a contract amongst the Keuka municipalities for the specific purpose of maintaining the channel and approach to the Gates, but not the Gates themselves which were still the property of the Village of Penn Yan.

This contract resulted in the formation of the Keuka Lake Channel Perimeter Committee with all eight (8) Keuka municipalities being signatories and agreeing to pay the cost of cleaning and repairs on a pro-rata share basis calculated from shoreline and cottage density. (The current Keuka Lake Outlet Compact operates with approximately the same percentages.)

It is worth noting that the flood of 1956 also gave birth to the Keuka Lake Association in 1957, with its operating arm called the Keuka Lakeshore Property Owners Association, Inc. Robert Vyverberg was the first Chairman and John T. Andrews was the Executive Vice President.

In 1972 another flood struck the Keuka region again in June of that year. This flood was even more catastrophic than the 1956 flood and resembled the floods of 1872 and 1935 where the Lake rose to 719 feet above sea level in a very short period of time. (The normal high is 715!)

This flood caused the Army Corps of Engineers to study the entire Oswego River drainage basin to establish a comprehensive plan for better Lake level control, drainage regulation and efficient operation of the Seneca River portion of the Barge Canal system.

One of the first items to be identified in the report for remediation was the outlet gates on Keuka Lake.

From 1974, when the new gate project was identified, until 1994 John Andrews, Bill Weber and the Penn Yan municipal Board worked with the Army Corps of Engineers, NYS DEC, The Keuka Lake Association and The Keuka Lake Channel Perimeter Committee to get new gates installed at the Main Street Bridge location. These gates would augment the existing gates and provide adequate flow control for anything but catastrophic situations.

Some of the elements of the project were:

- 1) The old gates (Birkett) and the two Andrews) would remain operational.
- 2) The new gates would comprise three (3) individual six foot slide gates with a sill elevation of 709 feet above sea level and be located in the center of the old earthen dam between the Birkett and Andrews gates.
- 3) The top of all new control structures would be 716 feet above sea level so that if the new gates were closed for any reason whatsoever, the pre-existing flow conditions would prevail.
- 4) The Keuka Lake Channel perimeter committee would be reformed into a compact called the Keuka Lake Outlet Compact. This compact was formally organized in August, 1990 with the Honorable Howard DeMay of Jerusalem as Chairman. As part of the compact the old Perimeter Committee agreement was made part of the new contract amongst the eight (8) Keuka Lake municipalities.

Construction on the project began in the summer of 1993 and the gates were formally completed and dedicated to John T. Andrews in May, 1994.

The Village of Penn Yan through its municipal Board operates the gates as an agent of KLOC.

On an annual basis the gates and upstream channel are inspected by the NYS DEC and Army Corps of Engineers to ensure the channel is kept free of snags and blockages.

As with KWIC, the creation of KLOC came about through the cooperative spirit of the Keuka municipalities for the good of all the people of our Lake community.

W. W. Weber
Secretary, KLOC
March, 1996

weber\kloc\kloc54

6/10/62.) To: Mr. [unclear]
Wardham
St. Sackett

Orig
—

KEUKA LAKE OUTLET COMPACT

THIS AGREEMENT made this 23rd day of August, 1990, among the Town of Barrington, a municipal corporation situate in the County of Yates, New York (hereinafter called "Barrington"); the Village of Hammondsport, a municipal corporation situate in the County of Steuben, New York (hereinafter called "Hammondsport"); the Town of Jerusalem, a municipal corporation situate in the County of Yates, New York (hereinafter called "Jerusalem"); the Town of Milo, a municipal corporation situate in the County of Yates, New York (hereinafter called "Milo"); the Village of Penn Yan, a municipal corporation situate in the County of Yates, New York (hereinafter called "Penn Yan"); the Town of Pulteney, a municipal corporation situate in the County of Steuben, New York (hereinafter called "Pulteney"); the Town of Urbana, a municipal corporation situate in the County of Steuben, New York (hereinafter called "Urbana"); and the Town of Wayne, a municipal corporation situate in the County of Steuben, New York (hereinafter called "Wayne").

WITNESSETH:

WHEREAS, improvement of the Keuka Lake Outlet Control Structure located at Penn Yan, New York has been determined to be desirable, feasible, cost-effective and environmentally acceptable by the United States Army Corps of Engineers; and

WHEREAS, Keuka Lake is situate in the Towns of Barrington, Jerusalem, Milo, Pulteney, Urbana, and Wayne and the Villages of Hammondsport and Penn Yan; and

WHEREAS, the six above-named towns and villages are authorized to enter jointly into an agreement with the State of New York, acting through the Department of Environmental Conservation (hereinafter referred to as "the State"); and

WHEREAS, the State will enter into a contract with the United States of America, acting through the Department of Defense, U.S. Army Corps of Engineers (hereinafter "the United States") pertaining to the construction of a flood protection project (hereafter called the "Project") involving improvements to the Keuka Lake Outlet Control Structure at Penn Yan, which project is to be approved by the Chief of Engineers pursuant to Section 205 of the 1948 Flood Control Act, as amended; and

WHEREAS, a parallel local cooperation agreement is required between the Compact (as hereinafter defined) and the State; and

WHEREAS, pursuant to Section 64(11-a) of the New York State Town Law, the Town Board of any town may, for the purpose of drainage and to protect the property within the town from floods, freshets and high waters, construct drains, culverts, ditches, sluices and other channels for the passage of water, and may deepen, straighten, alter, pipe or otherwise improve any of the lakes, ponds, streams, ditches, drains or water courses in any part or section of the town in order to prevent the same from overflowing and provide that the same carry off such additional water as may be brought to the same by other public improvements in the town, and for such purposes the town may acquire real property or an interest therein by purchase, dedication, gift, devise or by condemnation in the manner provided by law for acquisition of real property; and

WHEREAS, pursuant to Section 1-102 and Section 4-412 of the New York State Village Law, the Board of Trustees of any village may, for the purpose of arresting and preventing damage to property within the village resulting from floods or erosion, construct drains, culverts, dams and bulkheads and dredge channels, and regulate water courses, ponds and watering places within or without the village and for such purposes the Board of Trustees has the power and authority necessary to acquire property; and

WHEREAS, pursuant to the aforementioned local cooperation agreement with the State, and the contract between the State and the United States, there will be responsibilities and liability for costs during and after construction of the Project which it appears can be most appropriately dealt with by formation of a compact among the aforementioned municipalities;

NOW, THEREFORE, pursuant to Section 119(o) of the General Municipal Law, Section 64(11-a) of the Town Law and Sections 1-102 and 4-412 of the Village Law of the State of New York, it is hereby agreed as follows:

1. The name of this cooperative effort among Barrington, Hammondsport, Jerusalem, Milo, Penn Yan, Pulteney, Urbana and Wayne shall be the "Keuka Lake Outlet Compact" (hereinafter called the "Compact"). The existing channel maintenance, snagging and clearing agreement of June 1957 (attached hereto as Exhibit "A" and made a part hereof) shall remain in full force and effect and shall continue to govern channel clearing.

2. The purpose of the Compact shall be to undertake the responsibilities of the "municipality", as set forth and defined in the aforementioned local cooperation agreement between the Compact and the State, including providing for sharing the costs associated with the Project.

3. The term of this Compact shall be indefinite. The termination of the Compact and the devolution of its responsibilities under the aforementioned local cooperation agreement to a successor shall require the approval of the State.

4. The Compact shall be governed by a Board of Commissioners. The Board of Commissioners will be composed of eight members who shall represent the six towns and two villages.

Each commissioner shall be the chief elected official of his or her respective Town or Village Board. The term of each commissioner shall be one year. Such officials or Board shall also annually appoint first and second alternate commissioners who shall also be members of such Town or Village Boards.

Each member of the Board of Commissioners shall have one vote, except for the member representing the Town of Jerusalem, who shall have two votes.

The presence of six votes shall constitute a quorum. Action may be taken by the Board of Commissioners by a majority of the votes present and voting.

5. A Chairman of the Board of Commissioners, and such other officers as may be deemed necessary by the Board of Commissioners, shall be elected annually. The minutes of the Compact's meetings shall be kept by a commissioner, or an officer of a member municipality of the Compact, who has been elected or appointed as its Secretary, and copies of said minutes shall be provided to the respective Town and Village Boards not more than ten (10) days following each meeting.

6. Amendments to this agreement may be made by the Board of Commissioners, but such amendments are subject to the prior approval of the State, and to ratification by the respective Town and Village Boards of the Compact's member municipalities pursuant to Section 119(o) of the New York State General Municipal Law.

7. In the event that the Board of Commissioners is deadlocked by the absence at two (2) or more consecutive regularly scheduled meetings of one (1) or more members of the Compact, or by any other act causing the Compact to become unable to reach a decision, those Town(s) or Village(s) blocking action shall hold the Compact's other member municipalities harmless for any damages or civil liability resulting from the Board of Commissioners' inability to act including, but not limited to, all reasonable attorneys' fees and other expenses incurred by the Compact and its member municipalities.

8. The Board of Commissioners shall appoint the Village of Penn Yan as control structure manager (hereinafter called "the Manager").

The Manager will be responsible for applying for state and federal grants, accepting gifts, grants or bequests, collecting monies duly appropriated by the signatory towns and village and any other monies provided from any other source.

The Manager shall oversee the day-to-day operation and maintenance of the Outlet Control Structure; the Manager may delegate duties associated with said day-to-day operation to one or more officers or employees of the Manager.

The Manager may provide the necessary staff to operate and maintain the Outlet Control Structure from among its own employees. The Manager shall bill the Compact's member municipalities for the cost of said services according to the percentages shown in paragraph 10(b). Further, with the approval of the Board of Commissioners, the Manager may also use the employees of the Compact's various other member municipalities for the Structure's operation and maintenance.

The Manager may also, with the prior approval of the Board of Commissioners, employ, engage, compensate, transfer or discharge necessary Compact personnel, who shall be deemed to be employees of the Manager for the purposes of Social Security, tax withholdings, State retirement, liability insurance coverage and all other purposes, subject, however, to the provisions hereof regarding approval of expenditures, and subject also to the provisions of the New York State Civil Service Law and any other applicable law, and it shall in such event make all required employer's contributions for retirement, social security, health insurance, workers' compensation and other similar benefits. Said expenses will be shared by the Compact's member municipalities on a proportional basis, as above set forth. Personnel assigned to the Compact by a member municipality shall possess the same powers, duties, immunities and privileges they would ordinarily possess if they performed their duties only for the municipal corporation by which they are employed or if they were employed by the municipal corporation in which they are required to perform their duties.

In connection with the collection and expenditure of Compact monies, the Manager shall keep adequate books and records in conformity with the requirements of the New York State Comptroller. These books and records shall be available for inspection at the office of the chief fiscal officer of the Village of Penn Yan, to authorized representatives of the State and the member municipalities of the Compact, upon three (3) days' notice to the clerk of the Village of Penn Yan.

The Board of Commissioners may require and arrange for the bonding of designated officers and employees and the filing of their oaths of office and resignations, consistent with general laws applicable thereto.

9. The Compact, through the Manager, may make purchases and enter into contracts. The Compact, through the Manager, may acquire, own, have custody of, operate, maintain, lease or sell real or personal property. Title to personal and real property so acquired shall be held in the name of the Compact, jointly as tenants in common among the Compact's member municipalities. Additionally, the Compact shall have all the powers of Section 119-o of the General Municipal Law, as presently enacted or as it may be amended from time to time.

All contracts for any work to be performed shall be subject to the general laws of the State of New York governing municipal corporations, including those laws relating to competitive bidding of contracts. All specifications for bids shall be adopted by the Board of Commissioners, but will be let in the name of the Manager. No contracts shall be let until the provisions hereof regarding approval of expenditures have been complied with.

10. (a) A tentative budget for the Compact shall be prepared in April of each year by the Manager. After review and preliminary approval by the Board of Commissioners, the budget shall be submitted to the Town and Village Boards of the Compact's member municipalities for their approval. Before final adoption by the Board of Commissioners, the budget must be approved by a majority vote of all of the respective Town and Village Boards. After the budget is approved, expenditures of the Compact will be authorized by the Manager. Claims and bills for all expenditures will be audited by the Board of Commissioners in the same manner as called for in Sections 118 and 119 of the Town Law, as presently enacted or as it may be amended from time to time.

(b) After completion of the Project's construction, the Compact's member municipalities shall share the costs of operation, maintenance and repair of the Keuka Lake Outlet Control Structure in the same proportion as shown in Exhibit A, to wit:

| | |
|--------------|-------------|
| Barrington | 8%, |
| Hammondsport | 4%, |
| Jerusalem | 25%, |
| Milo | 12%, |
| Penn Yan | 17%, |
| Pulteney | 12%, |
| Urbana | 10%, |
| Wayne | <u>12%.</u> |
| TOTAL | <u>100%</u> |

(c) In consideration of the Village of Penn Yan's transfer to the Compact of the Village's interest in the existing flood control gates situate in the Keuka Lake Outlet, certain other real and personal property associated with the existing gates, and any real property and permanent easements required by the State to be transferred to the Compact for the construction of the Project, the local share of the Project construction costs to be paid by the Compact (after reducing said costs for any Federal or State contribution) shall be allocated as follows:

| | |
|-------------------------|--------------------|
| Village of Hammondsport | 5% |
| Town of Barrington | 10% |
| Town of Milo | 15% |
| Town of Jerusalem | 28% |
| Town of Pulteney | 15% |
| Town of Wayne | 15% |
| Town of Urbana | 12% |
| Village of Penn Yan | <u>0%</u> |
| TOTAL | <u>100%</u> |

[The total Project cost, as of December 19, 1989, is estimated to be \$356,000. The federal government will provide 75% or \$267,000, with a right of way credit of \$2,000. The State of New York will provide \$67,000. The cash contribution for the local share of the Project's construction, to be allocated as set forth in this subparagraph (c), is therefore estimated at \$20,000. A Project Description is attached hereto as Exhibit B.]

The description of the real and personal property and permanent easements to be transferred by the Village of Penn Yan to the Compact shall be described in an Exhibit C which shall be attached hereto and become a part hereof. The Village of Penn Yan shall transfer any real property and interests therein by Quit-Claim Deed. Title to said property shall be held by the Compact's member municipalities as tenants in common in proportion to their cost shares, as shown in paragraph 10(b) above.

The Village of Penn Yan shall retain all its present water rights and flowage rights, with the sole exception that the flow rate of the Outlet waters over the control structure shall be determined by the Compact through the Manager, pursuant to lake level standards established by the United States.

(d) If an expenditure or action that is authorized by the Board of Commissioners and approved by the respective Town and Village Boards is subject to a permissive or mandatory referendum pursuant to the New York State Town Law, Village Law, General Municipal Law,

or any other New York State statute, the expenditure or action shall not be deemed authorized until after all referendum requirements have been fully satisfied.

(e) If any member municipality fails to provide its proportionate share of the Compact's budget as approved by all its member municipalities, such town or village shall hold the Compact and its member municipalities harmless if the failure to provide such funds causes the other members to be subject to civil or other liability

11. The Compact's member municipalities shall be responsible for any civil liability arising from acts of the Compact and/or its employees, or its Manager or the Manager's employees or officers committed within the scope of the duties of the Manager, in the same proportions as the respective members pay the expenses of the Compact, as provided in paragraph 10(b).

The designation by the Board of Commissioners of its Manager, officers, agents, or employees will not act to exclude any of the the Compact's member municipalities from liability for the acts of any of said employee(s), agent(s) or officer(s) if the act giving rise to liability was directly related to, or associated with, a purpose or function of the Compact.

12. To the extent that any of the provisions hereof are at variance with the provisions of the above-mentioned agreement among the six towns and two villages signatory hereto and the State of New York, the terms of said agreement with the State shall govern, and the remaining provisions hereof which are not inconsistent with said agreement shall continue in full force and effect. Said agreement with the State is subject to the approval of the Compact and the respective Boards of its member municipalities.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written, pursuant to resolutions of the respective Town and Village Boards in accordance with General Municipal Law Section 119(o).

TOWN OF BARRINGTON

By Jamie Mutter
Supervisor

VILLAGE OF PENN YAN

By Jay S. Sadoski
Mayor

VILLAGE OF HAMMONDSPORT

By Richard Park
Mayor

TOWN OF PULTENEY

By Phyllis K. Peck
Supervisor

TOWN OF JERUSALEM

By Howard L. May
Supervisor

TOWN OF URBANA

By Constance W. Meehan
Supervisor

TOWN OF MILO

By Nanna Snow
Supervisor

TOWN OF WAYNE

By Merton T. Plautel
Supervisor

EXHIBIT A

[1957 Channel Agreement]

WHEREAS, it has heretofore been determined by the Corps of Army Engineers and by the Flood Control Commission of the State of New York, that the outlet to Keuka Lake should be cleared for flood control purposes. And,

WHEREAS, moneys have been appropriated by the proper authorities for the clearance of this outlet. And,

WHEREAS, the New York State Flood Control Commission requests, however, that before the project can be undertaken, a local municipality or municipalities must give assurance of future maintenance. And,

WHEREAS, the Superintendent of Public Works has characterized this project as a minor project. And,

WHEREAS, the Towns of Urbana, Wayne and Pulteney, and the Village of Hammondsport, all in Steuben County, New York, and the Towns of Milo, Jerusalem and Barrington, and the Village of Penn Yan, all in the County of Yates, New York, have heretofore indicated by the proper authority, their intention of participating, individually in the cost of such maintenance.

NOW, THEREFORE, BE IT RESOLVED, that the Town of _____, pursuant to Section 1309 of the Unconsolidated Laws, hereby assures the State of New York and/or the Superintendent of Public Works, that the Town of _____ will, and hereby does, assume the obligation of maintenance of __ per cent of the cost of maintenance of the above mentioned project on condition that the above named municipalities agree to assure the payment of the following fractional parts of such maintenance costs to wit.

| <u>MUNICIPALITY</u> | <u>PERCENTAGE</u> |
|-------------------------|-------------------|
| Town of Wayne | 12% |
| Town of Urbana | 10% |
| Town of Pulteney | 12% |
| Village of Hammondsport | 4% |
| Town of Milo | 12% |
| Town of Jerusalem | 25% |
| Town of Barrington | 8% |
| Village of Penn Yan | 17% |

The Supervisor of the Town of _____ is hereby authorized and directed to notify the New York State Flood Control Commission that such assurance has been given by the Town of _____ and the acceptance and consent thereof by the Superintendent of Public Works shall create a separate and distinct assumption and shall pertain only to ___ per cent of such future costs, it being understood that this assurance is to be only between the Town of _____ and the State of New York, and/or the Superintendent of Public Works.

The above is a true and correct copy of a resolution made at a special meeting of the Town Board of the Town of _____ held at the Town Clerks office on May__, 1957.

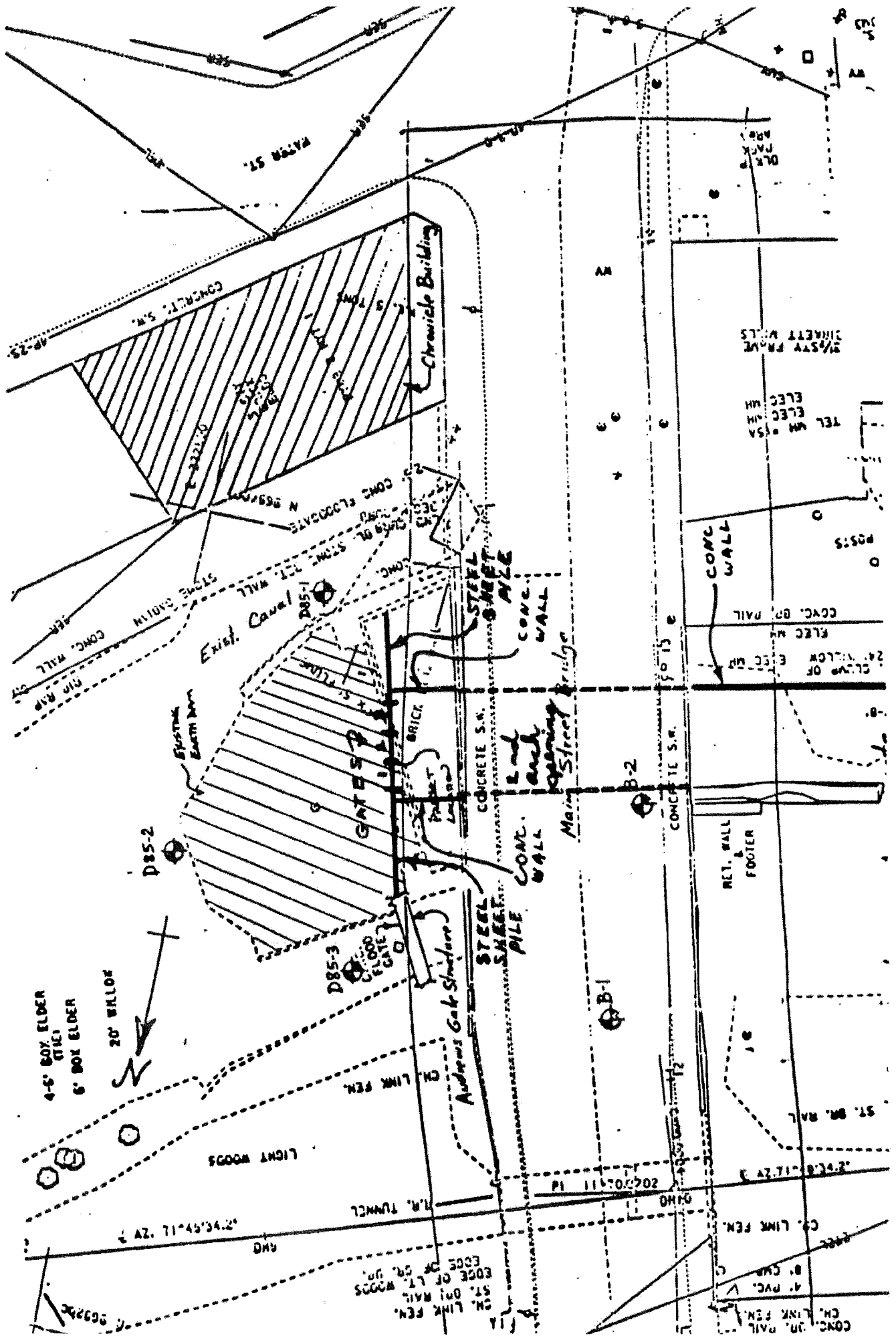
Town Clerk
Town of _____

EXHIBIT B

[Project Description]

Keuka Lake Flood Control Project at Penn Yan, N.Y.
Cost Estimate (December 1989 price levels)

| ITEM DESCRIPTION | ESTIM. QUANT. | UNIT | UNIT PRICE | ESTIMATED AMOUNT |
|---|---------------|------|------------|-------------------|
| 1 Concrete sill incl rebar | | LS | | \$ 3,362 |
| 2 Crushed stone fill | | LS | | 409 |
| 3 Structural steel | | LS | | 8,602 |
| 4 Aluminum slide gates & grating | | LS | | 31,536 |
| 5 Steel sheet piling | | LS | | 42,212 |
| 6 Steel H pile | | LS | | 10,803 |
| 7 Handrailing | | LS | | 2,445 |
| 8 Concrete walls | | LS | | 33,000 |
| 9 Grout Filled Mat | | LS | | 26,626 |
| 10 Remove masonry wall | | LS | | 9,081 |
| 11 Remove steel sheet pile | | LS | | 6,878 |
| 12 Excavate & dispose | | LS | | 5,688 |
| Total contractors earnings | | | | \$ 180,642 |
| Contingencies (25%) | | | | 45,358 |
| Total contractors earnings w/contingencies | | | | \$ 226,000 |
| Engineering and design | | | | 60,000 |
| Supervision & administration | | | | 33,000 |
| Real estate interests | | | | 2,000 |
| Operation and Maintenance Manual | | | | 35,000 |
| Total Project Costs | | | | \$ 356,000 |
| Federal Share | | | | \$ 267,000 |
| Non-Federal Share | | | | \$ 89,000 |
| LERR Credit | | | | \$ 2,000 |
| Cash Contribution | | | | \$ 87,000 |



WATER ST.

Chronic Building

Exist. Canal

GATES

FLOOD GATE

CONC. PILE WALL

CONC. BR. WALL

STEEL SHEET PILE WALL

CONC. WALL

4'-6" BOX ELDER
6" BOX ELDER

20' WILLOW

LIGHT WOODS

M.R. TUNNEL

CH. LINK FEN.

CONC. S.M.

CONC. FLOOR

CONC. WALL

CONC. BR. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

CONC. WALL

EXHIBIT C

[Description of Property Being
Transferred by Village of Penn Yan]

EXHIBIT C
TO KEUKA LAKE OUTLET COMPACT

Description of real and personal property transferred from
Village of Penn Yan to Compact:

- A) All gates, and fixtures now a part of the existing flood control gates situate on "Parcel I" of the real property located in the Village of Penn Yan as said Parcel I is shown on Map of Survey by Harrison A. Van Beuren, LS 48165, dated March 19, 1991. Said property is transferred "as is" without express or implicit warranty.
- B) Fee Title by Quitclaim to the premises shown as Parcels I, III and IV on said map and more fully described on the annexed deed for said parcels.
- C) Permanent Easement by Quitclaim on Parcel II as shown on said map, and more fully described on the annexed deed for said Permanent Easement.
- D) Temporary Easement by Quitclaim on Parcels V and VI as shown on said map and more fully described on the annexed deed for said Temporary Easement.

The Village of Penn Yan recognizes that reasonable engineering requirements to accommodate the design and or future maintenance of the project will require that the temporary easements described in exhibit C and map dated 3/19/91, or portions there of, be changed to permanent easements. It is contemplated that any such change from temporary to permanent easements will be completed between the Village and State of New York without further public hearing.

SCHEDULE "C"
QUITCLAIM DEED
Fee Deed

THIS INDENTURE, made the day of, nineteen hundred and ninety one between the Village of Penn Yan, located in the County of Yates, with its offices at 3 Maiden Lane, Village of Penn Yan, County of Yates, State of New York, party of the first part, and the Keuka Lake Outlet Compact, an entity created under Section 119-0 of the General Municipal Law, with offices at 3 Maiden Lane, Village of Penn Yan, County of Yates, State of New York, party of the second part.

The members of said Compact are: the Town of Barrington in the County of Yates, the Village of Hammondsport in the County of Steuben, the Town of Jerusalem in the County of Yates, the Town of Milo in the County of Yates, the Village of Penn Yan in the County of Yates, the Town of Pulteney in the County of Steuben, the Town of Urbana in the County of Steuben and the Town of Wayne in the County of Steuben.

WITNESSETH, that the party of the first part, in consideration of ONE dollar and other good and valuable consideration, paid by the party of the second part, does hereby remise, release and quitclaim unto the party of the second part, the heirs, successors or assigns of the party of the second part forever,

ALL THAT TRACT OR PARCEL OF LAND situate in the Village of Penn Yan, located in the County of Yates, State of New York, herein described:

PARCEL I

BEGINNING at a point in the westerly bounds of Main Street, NYS Route Number 54, said point being 168.44 feet as measured northerly along the westerly bounds of said Main Street from the intersection formed by the westerly bounds of Main Street and the northerly bounds of Lake Street;

THENCE leaving the westerly bounds of Main Street, S55 degrees 42' 42"W 30.00 feet to a point;

THENCE N11 degrees 43' 27"W 102.58 feet to a point;

THENCE N55 degrees 42' 42"E 30.00 feet to a point in the westerly bounds of aforesaid Main Street;


THENCE along the westerly bounds of Main Street, S11 degrees 43' 27"E 102.58 feet to the point and **PLACE OF BEGINNING**.

CONTAINING 0.065 acres of land.

BEING a portion of the premises conveyed by New York State Electric & Gas Corporation to the Village of Penn Yan, by Deed dated July 25, 1962, and recorded in the Yates County Clerk's Office on August 6, 1962, in Liber 198 of Deeds at Page 274.

PARCEL III

BEGINNING at a point in the westerly bounds of Main Street, NYS Route Number 54, said point



SCHEDULE "C"

being 214.44 feet as measured northerly along the westerly bounds of said Main Street from the intersection formed by the westerly bounds of Main Street and the northerly bounds of Lake Street;

THENCE along the westerly bounds of Main Street, N11 degrees 43' 27"W 23.00 feet to a point;

THENCE crossing said street N78 degrees 16' 33"E 54.88 feet to a point in the easterly bounds of Main Street;

THENCE S11 degrees 58' 02"E 23.00 feet to a point;

THENCE crossing said street, S78 degrees 16' 33"W 54.98 feet to the point and **PLACE OF BEGINNING**.

CONTAINING 0.029 acres of land.

The above described parcel comprising land lying within the bed of the public street known as Main Street or NYS Route Number 54, and being a portion of that premises conveyed by Warranty Deed from New York State Electric & Gas Corporation to the Village of Penn Yan, said deed dated July 25, 1962, recorded August 6, 1962, Yates County Clerk's Book of Deeds 198 at Page 274.

PARCEL IV

BEGINNING at a point in the easterly bounds of Main Street, NYS Route Number 54, said point being situate 214.44 feet as measured northerly along the westerly bounds of said Main Street and N78 degrees 16' 33"E 54.98 feet as measured across said street from the intersection formed by the westerly bounds of Main Street and the northerly bounds of Lake Street;

THENCE along the easterly bounds of Main Street, N11 degrees 58' 02"W 36.85 feet to a point;

THENCE N78 degrees 01' 58"E 65.70 feet to a point;

THENCE S83 degrees 43' 02"E 9.79 feet to a point;

THENCE S11 degrees 58' 02"E 44.10 feet to a point;

THENCE S78 degrees 16' 33"W 75.00 feet to a point in the easterly bounds of Main Street;

THENCE N11 degrees 58' 02"W 10.00 feet to the point and **PLACE OF BEGINNING**.

CONTAINING 0.081 acres of land.

BEING a portion of the premises described in a Deed from W.H. Fox and Sons, Inc. (formerly John T. Andrews and Company, Inc.) to New York Central Electric Corporation, dated December 30, 1933, and recorded in the Yates County Clerk's Office on January 20, 1934, in Liber 138 of Deeds at Page 117.

BEING further a portion of said W. H. Fox and Sons, Inc. premises as described in a warranty deed from New York State Electric & Gas Corporation to the village of Penn Yan dated July 25, 1962, recorded August 6, 1962, Yates County Clerk's Book of Deeds 198 at Page 274.

Bearings referred to herein are with reference to Magnetic North of February, 1973.



SCHEDULE "C"

Reserving from all of the above-described parcels of land, the rights of way, if any, of any public service or public utility providing water, sewer, gas, electric, telephone, telegraph or cable television, provided however that the exercise of such right of way does not interfere with or endanger the flood control works or the proper and safe operation thereof.

TOGETHER with all rights, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the centerlines thereof;

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; **TO HAVE AND TO HOLD** the premises herein granted unto the party of the second part, the heirs, successors or assigns of the party of the second part forever.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

Village of Penn Yan, by

Seal

STATE OF NEW YORK)
COUNTY OF YATES) ss.:

On this day of, nineteen hundred and ninety-one before me personally came to me known, who, being by me duly sworn did depose and say that deponent resides at deponent is of the corporation described in and which executed the foregoing instrument; deponent knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; deponent signed deponent's name thereto by like order.

Notary Public

SCHEDULE "C"

QUITCLAIM DEED
Permanent Easement

THIS INDENTURE, made the ... day of ..., nineteen hundred and ninety-one between the Village of Penn Yan, located in the County of Yates, with its offices at 3 Maiden Lane, Village of Penn Yan, County of Yates, State of New York, party of the first part, and the Keuka Lake Outlet Compact, an entity created under Section 119-0 of the General Municipal Law, with offices at 3 Maiden Lane, Village of Penn Yan, County of Yates, State of New York, party of the second part.

The members of said Compact are: the Town of Barrington in the County of Yates, the Village of Hammondsport in the County of Steuben, the Town of Jerusalem in the County of Yates, the Town of Milo in the County of Yates, the Village of Penn Yan in the County of Yates, the Town of Pulteney in the County of Steuben, the Town of Urbana in the County of Steuben and the Town of Wayne in the County of Steuben.

WITNESSETH, that the party of the first part, in consideration of ONE dollar and other good and valuable consideration, paid by the party of the second part, does hereby remise, release and quitclaim unto the party of the second part, the heirs, successors or assigns of the party of the second part forever.

A permanent right, privilege and easement to construct, maintain and operate a water level control structure, channel improvements and related facilities connected with the Penn Yan Flood Protection project including the right at all times of ingress, egress and regress by the State of New York, its assigns and/or their agents, in the improvement for purposes connected with the Flood Control Project. Such easement shall be exercised in and to all that piece or parcel of property designated as Parcel II, situate in the Village of Penn Yan, Town of Milo, County of Yates and State of New York being more fully described as follows:

ALL THAT TRACT OR PARCEL OF LAND situate in the Village of Penn Yan, located in the County of Yates, State of New York, herein described:

PARCEL II

BEGINNING at a point in the westerly bounds of Main Street, NYS Route Number 54, said point being 271.02 feet as measured northerly along the westerly bounds of said Main Street from the intersection formed by the westerly bounds of Main Street and the northerly bounds of Lake Street;

THENCE leaving said westerly bounds of Main Street, S55 degrees 42' 42"W 30.00 feet to a point;

THENCE N11 degrees 43' 27"W 12.93 feet to a point;

THENCE N55 degrees 42' 42"E 30.00 feet to a point in the westerly bounds of Main Street;

THENCE along the westerly bounds of Main Street, S11 degrees 43' 27"E 12.93 feet to the point and **PLACE OF BEGINNING**.

CONTAINING 0.008 acres of land.

SCHEDULE "C"

THE description of property in and to which an easement as herein defined is or may be deemed necessary by the Commissioner of the Department of Environmental Conservation of the State of New York to be acquired in the name of the People of the State of New York, for purposes connected with the Flood Control Projects of the State, pursuant to the applicable provisions of Article 16 of the Environmental Conservation Law. The Grantee herein may convey this easement to the People of the State of New York or any other governmental entity for a public purpose.

BEING a portion of the premises conveyed by Penn Manor, Inc., to the Village of Penn Yan by warranty deed dated 18 February 1976, recorded January 31, 1977, Yates County Book of Deeds 275 Page 418 and further is a portion of the same former Penn Manor, Inc. premises conveyed by quit claim from Yates County to the Village of Penn Yan by Deed dated October 23, 1979, and recorded in the Yates County Clerk's Office on January 8, 1980, in Liber 295 of Deeds at Page 67.

Reserving, however, to the owners of any right, title or interest in and to the parcels described above and such owners, successors or assigns, the right of using said property and such use shall not be further limited or restricted under this easement beyond that which is necessary to effectuate its purpose for, and as established by, the construction and as so constructed, the maintenance of the herein identified project.

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs, successors or assigns of the party of the second part forever.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

Village of Penn Yan, by _____ Village Seal

STATE OF NEW YORK)
COUNTY OF YATES) ss.:

On this day of, nineteen hundred and ninety-one before me personally came to me known, who, being by me duly sworn did depose and say that deponent resides at, deponent is of, the corporation described in and which executed the foregoing instrument; deponent knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; deponent signed deponent's name thereto by like order.

Notary Public
peneas 10

SCHEDULE "C"
QUITCLAIM DEED
Temporary Easement

THIS INDENTURE, made the day of, nineteen hundred and ninety-one between the Village of Penn Yan, located in the County of Yates, with its offices at 3 Maiden Lane, Village of Penn Yan, County of Yates, State of New York, party of the first part, and the Keuka Lake Outlet Compact, an entity created under Section 119-0 of the General Municipal Law, with offices at 3 Maiden Lane, Village of Penn Yan, County of Yates, State of New York, party of the second part.

The members of said Compact are: the Town of Barrington in the County of Yates, the Village of Hammondsport in the County of Steuben, the Town of Jerusalem in the County of Yates, the Town of Milo in the County of Yates, the Village of Penn Yan in the County of Yates, the Town of Pulteney in the County of Steuben, the Town of Urbana in the County of Steuben and the Town of Wayne in the County of Steuben.

WITNESSETH, that the party of the first part, in consideration of ONE dollar and other good and valuable consideration, paid by the party of the second part, does hereby remise, release and quitclaim unto the party of the second part, the heirs, successors or assigns of the party of the second part forever,

ALL THAT TRACT OR PARCEL OF LAND situate in the Village of Penn Yan, located in the County of Yates, State of New York, herein described:

A temporary easement to be exercised in, on, over and upon the hereinafter described parcels of lands for the purposes of channel improvements for use and exercisable during the construction of the Flood Protection Project until the approval of the completed work, unless sooner terminated if deemed no longer necessary for Flood Protection purposes and released by the Commissioner of Environmental Conservation. Such easement shall be exercised in and to all those parcels of land designated as Parcels V and VI situate in the Village of Penn Yan, Town of Milo, County of Yates and State of New York. Said parcels V and VI are more fully described as follows:

PARCEL V

BEGINNING at a point in the westerly bounds of Main Street, NYS Route Number 54, said point being 117.91 feet as measured northerly along the westerly bounds of said Main Street from the intersection formed by the westerly bounds of Main Street and the northerly bounds of Lake Street;

THENCE leaving the westerly bounds of Main Street, S60 degrees 44' 20"W 121.17 feet to a point;

THENCE S48 degrees 55' 07"W 43.03 feet to a point;

THENCE S34 degrees 13' 50"W 137.94 feet to a point;

THENCE S32 degrees 44' 27"W 102.17 feet to a point;

THENCE S47 degrees 26' 10"W 165.29 feet to a point;

THENCE S63 degrees 34' 42"W 174.55 feet to a point; thence S37 degrees 07' 43"E 75.15 feet to a point in the northerly bounds of Lake Street;

SCHEDULE "C"

THENCE along the northerly bounds of Lake Street, S51 degrees 38' 56"W 75.02 feet to a point;
THENCE leaving the northerly bounds of Lake Street, N37 degrees 07' 43"W 188.45 feet to a point on the south bank of a stream known as the Keuka Lake Outlet;
THENCE generally along the south bank of the Keuka Lake Outlet, N84 degrees 39' 27"E 44.06 feet to a point;
THENCE N78 degrees 28' 20"E 142.24 feet to a point;
THENCE N64 degrees 25' 32"E 110.23 feet to a point;
THENCE N50 degrees 14' 26"E 140.79 feet to a point;
THENCE N32 degrees 22' 03"E 178.80 feet to a point;
THENCE N18 degrees 55' 10"E 71.05 feet to a point;
THENCE N63 degrees 15' 28"E 69.81 feet to a point;
THENCE leaving said bank of the Keuka Lake Outlet, N11 degrees 43' 27"W 116.11 feet to a point;
THENCE N55 degrees 42' 42"E 32.56 feet to a point;
THENCE S11 degrees 43' 27"E 12.93 feet to a point;
THENCE N55 degrees 42' 42"E 45.73 feet to a point;
THENCE S11 degrees 43' 27"E 102.58 feet to a point;
THENCE N55 degrees 42' 42"E 30.00 feet to a point in the westerly bounds of Main Street;
THENCE along the westerly bounds of Main Street, S11 degrees 43' 27"E 10.75 feet to a point;
THENCE S18 degrees 40' 19"E 39.78 feet to the point and PLACE OF BEGINNING.

CONTAINING 1.123 acres of land.

BEING a portion of the premises conveyed to the Village of Penn Yan in two separate Deeds, one from the Village of Penn Yan Urban Renewal Agency dated April 23, 1973, as recorded in the Yates County Clerk's Office on April 30, 1973, in Liber 252 of Deeds at Page 181 and another from New York State Electric and Gas Corporation dated July 25, 1962, and recorded in the Yates County Clerk's Office on August 6, 1962, in Liber 198 of Deeds at Page 274.

PARCEL VI

BEGINNING at a point in the westerly bounds of Parcel II as described in a certain Quitclaim Deed recorded concurrently herewith; said point being situate 271.02 feet as measured northerly along the westerly bounds of Main Street, NYS Route Number 54, from the intersection formed

Temporary Easement

SCHEDULE "C"

by the westerly bounds of Main Street and the northerly bounds of Lake Street;

THENCE leaving said westerly bounds of Main Street, S55 degrees 42' 42"W 30.00 feet to said point of beginning;

THENCE S55 degrees 42' 42"W 45.73 feet to a point;

THENCE N11 degrees 43' 27"W 12.93 feet to a point;

THENCE N55 degrees 42' 42"E 45.73 feet to a point;

THENCE S11 degrees 43' 27"E 12.93 feet to the point and **PLACE OF BEGINNING**.

BEING a portion of the premises conveyed by Yates County to the Village of Penn Yan by Deed dated October 23, 1979, and recorded in the Yates County Clerk's Office on January 8, 1980, in Liber 295 of Deeds at Page 67.

The Grantee herein may convey this Temporary Easement to the People of the State of New York or any other Governmental Agency.

Bearings referred to herein are with reference to Magnetic North of February, 1973.

Reserving, however, to the owners of any right, title or interest in and to the parcels described above and such owners, successors or assigns, the right of using said property and such use shall not be further limited or restricted under this easement beyond that which is necessary to effectuate its purpose for, and as established by, the construction and as so constructed, the Maintenance of the herein identified project.

Reserving from all of the above-described parcels of land, the rights of way, if any, of any public service or public utility providing water, sewer, gas, electric, telephone, telegraph or cable television, provided however that the exercise of such right of way does not interfere with or endanger the flood control works or the proper and safe operation thereof.

TOGETHER with all rights, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the centerlines thereof;

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; **TO HAVE AND TO HOLD** the premises herein granted unto the party of the second part, the heirs, successors or assigns of the party of the second part forever.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.



SCHEDULE "C"

Village of Penn Yan, by

Seal

STATE OF NEW YORK)
COUNTY OF YATES) ss.:

On this day of, nineteen hundred and ninety-one before me personally came
to me known, who, being by me duly sworn did depose and say that deponent resides at
....., deponent is of the corporation described in and which
executed the foregoing instrument; deponent knows the seal of said corporation; that the seal
affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of
Directors of said corporation; deponent signed deponent's name thereto by like order.

Notary Public

Staging Parcel

SCHEDULE "C"

QUITCLAIM DEED
Temporary Easement

THIS INDENTURE, made the day of, nineteen hundred and ninety-one between the Village of Penn Yan, located in the County of Yates, with its offices at 3 Maiden Lane, Village of Penn Yan, County of Yates, State of New York, party of the first part, and the Keuka Lake Outlet Compact, an entity created under Section 119-0 of the General Municipal Law, with offices at 3 Maiden Lane, Village of Penn Yan, County of Yates, State of New York, party of the second part.

The members of said Compact are: the Town of Barrington in the County of Yates, the Village of Hammondsport in the County of Steuben, the Town of Jerusalem in the County of Yates, the Town of Milo in the County of Yates, the Village of Penn Yan in the County of Yates, the Town of Pulteney in the County of Steuben, the Town of Urbana in the County of Steuben and the Town of Wayne in the County of Steuben.

WITNESSETH, that the party of the first part, in consideration of ONE dollar and other good and valuable consideration, paid by the party of the second part, does hereby remise, release and quitclaim unto the party of the second part, the heirs, successors or assigns of the party of the second part forever,

ALL THAT TRACT OR PARCEL OF LAND situate in the Village of Penn Yan, located in the County of Yates, State of New York, herein described:

A temporary easement to be exercised in, on, over and upon the hereinafter described parcels of lands for the purposes of channel improvements for use and exercisable during the construction of the Flood Protection Project until the approval of the completed work, unless sooner terminated if deemed no longer necessary for Flood Protection purposes and released by the Commissioner of Environmental Conservation, more fully described as follows:

BEGINNING at a point in the north line of Lake Street, said point of beginning also being 75.02 feet east as measured along the north line of Lake Street from the southwest corner of Parcel V as said Parcel V is described in a certain Quitclaim Deed from the Village of Penn Yan to the Keuka Lake Outlet Compact, recorded concurrently herewith;

THENCE east along the north line of Lake Street 140' to a point;

THENCE N at an interior angle of 90 degrees, a distance to a point on the south line of said Parcel V;

THENCE westerly along the south line of said Parcel V at a bearing of S 63 degrees 34' 42" W to a point at the most westerly end of said south line;

THENCE S 37 degrees 07' 43"E 75.15 feet to a point in the northerly bounds of Lake Street, the point and PLACE OF BEGINNING.

BEING a portion of the premises conveyed to the Village of Penn Yan in two separate Deeds, one from the Village of Penn Yan Urban Renewal Agency dated April 23, 1973, as recorded in the Yates County Clerk's Office on April 30, 1973, in Liber 252 of Deeds at Page 181 and another from New York State Electric and Gas Corporation dated July 25, 1962, and recorded in the Yates County Clerk's Office on August 6, 1962, in Liber 198 of Deeds at Page 274.

Staging Parcel

SCHEDULE "C"

The Grantee herein may convey this Temporary Easement to the People of the State of New York or any other Governmental Agency.

Bearings referred to herein are with reference to Magnetic North of February, 1973.

Reserving, however, to the owners of any right, title or interest in and to the parcels described above and such owners, successors or assigns, the right of using said property and such use shall not be further limited or restricted under this easement beyond that which is necessary to effectuate its purpose for, and as established by, the construction and as so constructed, the Maintenance of the herein identified project.

Reserving from all of the above-described parcels of land, the rights of way, if any, of any public service or public utility providing water, sewer, gas, electric, telephone, telegraph or cable television, provided however that the exercise of such right of way does not interfere with or endanger the flood control works or the proper and safe operation thereof.

TOGETHER with all rights, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the centerlines thereof;

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs, successors or assigns of the party of the second part forever.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

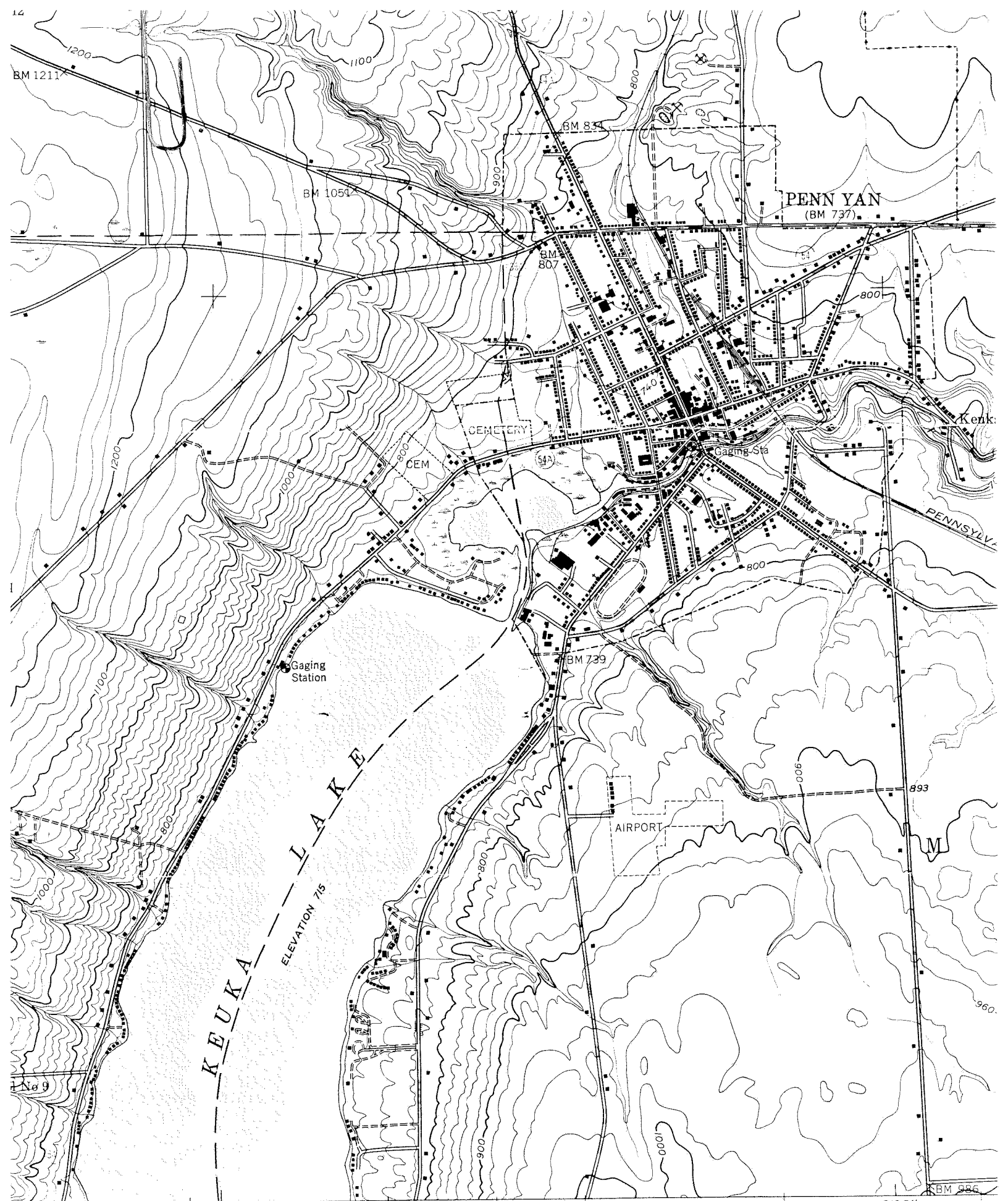
Village of Penn Yan, by _____

Seal

STATE OF NEW YORK)
COUNTY OF YATES) ss.:

On this day of, nineteen hundred and ninety-one before me personally came to me known, who, being by me duly sworn did depose and say that deponent resides at, deponent is of the corporation described in and which executed the foregoing instrument; deponent knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; deponent signed deponent's name thereto by like order.

Notary Public



KEUKA LAKE
ELEVATION 75

PENN YAN
(BM 737)

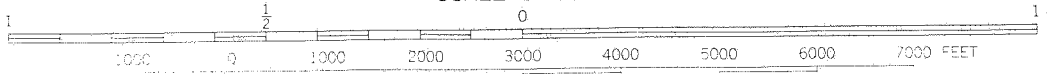
CEMETERY

AIRPORT

Gaging Sta

(KEUKA PARK)

SCALE 1:24 000



5'

2'30"

BM 1211

BM 1054

BM 834

BM 807

BM 739

BM 986

1269

M

960

893

806

800

800

800

900

1100

1200

1100

800

1000

1200

1200

12

AGREEMENT BETWEEN
THE STATE OF NEW YORK
AND THE
TOWNS OF BARRINGTON, JERUSALEM, MILO, PULTENEY,
URBANA AND WAYNE
AND THE
VILLAGES OF HAMMONDSPORT AND PENN YAN
FOR LOCAL COOPERATION FOR
THE KEUKA LAKE OUTLET STRUCTURE
AT PENN YAN, NEW YORK

This agreement entered into this 15 day of May, 1991
by and between the State of New York (hereinafter referred to as
the "STATE"), represented by and through the Commissioner of
Environmental Conservation and the Towns of Barrington,
Jerusalem, Milo, Pulteney, Urbana and Wayne and the Villages of
Hammondsport and Penn Yan, within Steuben and Yates Counties, and
which form and shall act as and through the Keuka Lake Compact
(hereinafter referred to as the "MUNICIPALITY") with offices at
5 Maiden Lane, Penn Yan, New York,

WITNESSETH THAT

WHEREAS construction of the Keuka Lake Outlet Control
Structure at Penn Yan, New York (hereinafter referred to as the
"PROJECT") was approved by the Chief of Engineers under authority
of Section 205 of the 1948 Flood Control Act as amended, and is
contingent upon the execution of a formal agreement for local
cooperation between the STATE and the United States of America,
acting through the Department of the Army (hereinafter referred
to as the "GOVERNMENT") acting through the Buffalo District
Commander; and

WHEREAS, the STATE hereby expresses its intent to enter into
a formal agreement of local cooperation with the GOVERNMENT in
order to cause initiation of construction of the PROJECT to be
constructed in substantial accordance with the Detailed Project
Report, dated October 1987 and approved by North Central Division
on August 26, 1988; 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 the STATE or their contractors and employees;
- 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, as described in Exhibit "C";
- h. Provide without cost to the STATE for the relocation of any utilities owned by the MUNICIPALITY; AND

- i. Furnish to the GOVERNMENT a cash contribution of 25% of the cost of the PROJECT estimated to be \$76,600 based upon an estimated total project cost of \$314,800 less a credit for the value of lands and relocation of utilities owned by the MUNICIPALITY. Payment shall be made within 30 days of being requested by the STATE.

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, easements and rights-of-way and relocate any utilities not owned by the MUNICIPALITY; and
- c. Obtain written concurrence to proceed with the PROJECT from the MUNICIPALITY before approving continuation to construction, in the event that, upon opening of bids for construction of the PROJECT, the GOVERNMENT determines that the lowest responsible bid exceeds the government estimate by more than 10%.
- d. 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. If within a period of three years from the day and year first above written, the STATE shall adopt legislation changing the proportionate shares of the non-federal costs to be paid by the MUNICIPALITY and the STATE in such wise that the amount required to be contributed by the MUNICIPALITY is diminished, then and in that event only, all the sums of money required to be paid hereunder shall be revised accordingly. In the event that the contributions by the MUNICIPALITY have exceeded the proportionate share required by law, then the STATE shall refund such excess payments to the MUNICIPALITY.

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

APPROVED
[Signature]
FOR THE STATE COMPTROLLER
Date: MAR 13 1992

travel and other reasonable costs.

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

APPROVED AS TO FORM THE STATE OF NEW YORK
NEW YORK STATE
ATTORNEY GENERAL

SEP 16 1991

BY: *[Signature]*
Richard Torkelson
Deputy Commissioner for
Administration

[Signature]
ASSOCIATE ATTORNEY

The undersigned have 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 JERUSALEM

THE TOWN OF WAYNE

BY: *[Signature]*

BY: *[Signature]*

THE TOWN OF MILO

THE VILLAGE OF HAMMONDSPORT

BY: *[Signature]*

BY: *[Signature]*

THE TOWN OF PULTENEY

THE VILLAGE OF PENN YAN

BY: *[Signature]*

BY: *[Signature]*

THE TOWN OF URBANA

THE TOWN OF BARRINGTON

BY: *[Signature]*

BY: *[Signature]*

EXHIBIT C
TO KEUKA LAKE OUTLET COMPACT

Description of real and personal property transferred from Village of Penn Yan to Compact:

- A) All gates, and fixtures now a part of the existing flood control gates situate on "Parcel 1" of the real property located in the Village of Penn Yan as said Parcel 1 is shown on Map of Survey by Harrison A. Van Beuren, LS 48165, dated March 19, 1991. Said property is transferred "as is" without express or implicit warranty.
- B) Fee Title by Quitclaim to the premises shown as Parcels I, III and IV on said map and more fully described on the annexed deed for said parcels.
- C) Permanent Easement by Quitclaim on Parcel II as shown on said map, and more fully described on the annexed deed for said Permanent Easement.
- D) Temporary Easement by Quitclaim on Parcels V and VI as shown on said map and more fully described on the annexed deed for said Temporary Easement.

The Village of Penn Yan recognizes that reasonable engineering requirements to accommodate the design and or future maintenance of the project will require that the temporary easements described in exhibit C and map dated 3/19/91, or portions there of, be changed to permanent easements. It is contemplated that any such change from temporary to permanent easements will be completed between the Village and State of New York without further public hearing.

PERMANENT EASEMENT

THIS INDENTURE made the 24th day of August, 1998, between YATES COUNTY, a municipal corporation of the State of New York, party of the first part, and the Town of Barrington in the County of Yates, the Village of Hammondsport in the County of Steuben, the Town of Jerusalem in the County of Yates, the Town of Milo in the County of Yates, the Village of Penn Yan in the County of Yates, the Town of Pulteney in the County of Steuben, the Town of Urbana in the County of Steuben and the Town of Wayne in the County of Steuben, municipal corporations of said State acting as KEUKA LAKE OUTLET COMPACT, an entity created under Section 119-0 of the General Municipal Law, with offices at 3 Maiden Lane, Village of Penn Yan, County of Yates, State of New York, party of the second part:

WITNESSETH THAT, the party of the first part, in consideration of ONE dollar and other good and valuable consideration, paid by the party of the second part, does hereby remise, release and quitclaim unto the party of the second part, the successors or assigns of the party of the second part forever,:

Full and free right to the uninterrupted access to and use of the hereinafter described lands for the purpose of dredging and cleaning silt and other debris out of the Keuka Lake Outlet, Kimball's Brook, and the sedimentation basin constructed as set forth herein;

Together with the right to construct, maintain, repair, and use a sedimentation basin in Kimball's Brook near the intersection of Kimball's Brook with the Keuka Lake Outlet.

The land on which these rights are to be exercised is shown on the attached map and is generally described as follows: ALL THOSE TRACTS OR PARCELS OF LAND situate in the Village of Penn Yan, Town of Milo, County of Yates and State of New York bounded and described as follows:

Beginning at the point of intersection of Kimball's Brook with the east shore of the Keuka Lake Outlet and running thence northerly along the east shore of Keuka Lake Outlet 100 feet to a point; thence easterly 130 feet more or less to a point approximately 210 feet from the centerline of Kimball's Brook as measured along the next line; thence southerly on a line running parallel to the boat storage building and 10 feet southwesterly thereof 210 feet more or less to the center of Kimball's Brook; thence westerly along the center of Kimball's Brook 230 feet more or less to the point of beginning.

Also that other parcel of land bounded northerly by the top of the north bank of Kimball's Brook which includes part of the parcel just described, westerly by the Keuka Lake Outlet, southerly by a line drawn parallel to Kimball's Brook and 75 feet distant from the centerline thereof, and easterly by a line drawn perpendicular to Kimball's Brook at a point 675 feet from the intersection of Kimball's Brook with the Keuka Lake Outlet,

Together with the right to use the extension of Hicks Street westerly and northerly to the above described parcels of land and the right to cross the existing bridge for the purpose of gaining access by foot and by vehicle to the previously described parcels.

Reserving, however, to the owners of any right, title or interest in and to the lands described above and such owner's successors or assigns, the right of using said property in any manner which will not interfere with the rights herein granted.

TO HAVE AND TO HOLD the said easement hereby granted unto the party of the second part, its successors, and assigns forever.

Being an interest in lands conveyed to the grantor herein by deed recorded in the Yates County Clerk's Office on May 27, 1998, in Liber 398 of Deeds at page 638.

IN WITNESS WHEREOF the party of the first part has caused its name to be subscribed by the duly authorized officer as of the day and year first above written.

YATES COUNTY

by *Robert N. Multer*
Robert N. Multer

STATE OF NEW YORK)
COUNTY OF YATES) ss.:

On the 24th day of August in the year 1998, before me personally came Robert N. Multer to me known, who, being by me duly sworn, did depose and say that he resides in the Town of Middlesex, Yates County; that he is the Chairman of the Yates County Legislature, duly authorized to execute conveyances on behalf of Yates County, the corporation described in and which executed the above instrument; and that he signed his name thereto by authority of the said Yates County Legislature.

Bonnie L. Percy
Notary Public **BONNIE L. PERCY**
Notary Public, State of New York
Yates County No. 4693909
My Commission Expires March 30, 1999

**KEUKA LAKE FLOOD CONTROL PROJECT
KIMBALL'S GULLY EASEMENT**

THIS INDENTURE made the _____ day of _____, 2002, between YATES COUNTY, a municipal corporation of the State of New York ("Grantor"), and the PEOPLE OF THE STATE OF NEW YORK, by the New York State Commissioner of the Department of Environmental Conservation ("Grantee").

WITNESSETH THAT, Grantor, in consideration of ONE DOLLAR and other good and valuable consideration, receipt of which is waived, does hereby remise, release and quitclaim unto the Grantee, the successors or assigns of the Grantee, including and not limited to the Keuka Lake Outlet Compact,

A permanent right, privilege and easement to construct, reconstruct, maintain and operate thereon, a work area, and including the right to: (1) remove therefrom any and all materials excavated, cut, razed, or torn down from the area described herein, or deposit any material thereon; (2) protect the bank of Kimballs' Gully Creek by any method deemed necessary; (3) clear and grub trees, shrubs, brush, debris and structures; (4) place, keep and operate machines, tools and equipment; (5) construct channel improvements including and not limited to a debris deposition basin and related facilities connected with the Keuka Lake Flood Protection Project; (6) reconstruct use and maintain the road which extends from Hicks Street through the area of this easement including and not limited to the bridge over Kimballs' Creek, including the right at all times of ingress, egress and regress, for purposes connected with the flood control project. Such easement shall be exercised in and to all that piece or parcel of property situated in the Village of Penn Yan, Town of Milo, County of Yates and the State of New York, as above delineated and described as follows:

ALL THAT TRACT OR PARCEL OF LAND situated in the Village of Penn Yan, being part of Township 7, Range 1 of the Phelps & Gorham Purchase, in the Town of Milo, County of Yates, State of New York, bounded and described as follows:

ACCESS EASEMENT

This is a grant of a perpetual non-exclusive easement for ingress and egress to the Flood Protection Easement lands described below 17.0 feet in width, the centerline of which is bounded and described as follows: Beginning at a point on the westerly terminus of Hicks Street, said point being North 49 degrees, 30 minutes, 10 seconds West, 341.68 feet and South 40 degrees, 29 minutes, 50 seconds West, 5.00 feet from a railroad spike in the centerline of Hicks Street at the southwest corner of lands now or formerly Utter (L. 355, pg. 20); thence North 50 degrees, 20 minutes, 29 seconds West along the centerline of said 17.00 feet easement and through lands reputedly of Yates County, 101.22 feet to a point; thence continuing along said centerline on a curve to the right, having a radius of 142.07 feet, 243.59 feet to a point; thence North 47 degrees, 53 minutes, 59 seconds East along said centerline 56.15 feet to a point on the south line of the following described Flood Protection Easement; said point being South 48 degrees, 44 minutes, 40 seconds East, 9.82 feet from a capped iron pin. The Grantor also conveys, subject to the rights of the public, the right to use for ingress and egress in common with others, that portion of Hicks Street the centerline of which comprises the south property line of the Grantor.

The Access Easement Premises shall be held in common by Grantor and Grantee, provided Grantor does not unreasonably obstruct or interfere (except on a temporary basis and upon prior notification to Grantee), with the Grantee's use of this easement.

For interpretation of this instrument, it is understood that Grantor shall have utilization of the Access Easement Premises for its own purposes which do not unreasonably interfere with the use by Grantee under this instrument. Grantor shall be responsible for maintaining the Access Easement Premises, however, Grantee's use may not damage the Access Easement Premises or create an unsafe or dangerous condition for users of such Easement.

In the event that any portion of the Access Easement Premises must be disturbed for any purpose of Grantor, its successors or assigns, any cost due to such purpose shall be at the sole expense of the Grantor. All costs of detours necessary to provide Grantor unencumbered access to the Grantor's lands ("plant site") due to any purpose of Grantee shall be the sole responsibility of Grantee.

FLOOD PROTECTION EASEMENT:

Beginning at a capped iron pin; said pin being North 48 degrees, 44 minutes, 40 seconds West, 9.82 feet from the northerly terminus of the centerline of the above-described easement; then North 21 degrees, 42 minutes, 20 seconds West through lands of the Grantor, 201.19 feet to a point at or near the edge of the waters of Keuka Outlet; thence northeasterly along the waters of Keuka Outlet to a point being North 50 degrees, 22 minutes, 06 seconds East, 174.46 feet from the last mentioned point; thence south 48 degrees, 44 minutes, 40 seconds East through lands reputedly of Grantor, 126.16 feet to an iron pin; then South 17 degrees, 41 minutes 16 seconds West through lands of the Grantor and 10.0 feet southwesterly and parallel to the southwesterly wall of a metal building, 185.86 feet to an iron pin; thence South 46 degrees, 31 minutes, 11 seconds East through lands of the Grantor, 163.93 feet to a point; thence South 48 degrees, 44 minutes, 40 seconds East through Grantor's lands and 1.0 feet southerly and substantially parallel to the southerly walls of two metal buildings on Grantor's property, 242.92 feet to an iron pin; thence South 40 degrees, 48 minutes, 56 seconds West through lands of Grantor, 87.00 feet to an iron pin; thence North 48 degrees, 44 minutes, 40 seconds West, 456.30 feet to the place of beginning. Comprising an area of 1.818 acres according to a survey prepared by the Department of Environmental Conservation, a copy of which shall be filed simultaneously herewith. **See attached Schedule A showing easement area.**

No spoil materials shall be stored on the easement area beyond one month unless Grantor approves or requests a longer period of time. All materials from cleaning and dredging shall be removed from the easement area within one month unless Grantor approves or requests a longer period of time. At the completion of each dredging, the Access Easement shall be returned to the condition immediately prior to such dredging and provide for the free and unfettered ingress and egress by the Grantor.

The above-described easements are non-exclusive and subject to any utilities and/or easements of record. Reserving from all of the above-described parcel of land, the existing rights-of-way, if any, of any public service or public utility providing water, sewer, gas, electric, telephone, telegraph or cable television, providing, however, that the exercise of such rights-of-way does not interfere with or endanger the flood control works or the safe operation thereof.

Reserving to the Grantor, its successors and assigns, of any right, title or interest in and to the property (easement area) described above and at such Grantor's, successors or assigns own risk, and subject to permit requirements for regulated activities pursuant to 6 NYCRR Part 501 including, but not limited to, Article 16 of the Environmental Conservation Law and regulations pursuant thereto, the right of using this property, providing such use does not, in the opinion of the Commissioner or his/her authorized representative acting for the People of the State of New York, or its assigns, interfere with or prevent the use and exercise of the rights hereinbefore described.

For interpretation of this instrument, it is understood that Grantor, successors or assigns may use the flood protection easement area, at such Grantor's, successors or assigns own risk, for the limited purposes of (1) vehicle parking for no more than 48 hours, such as employee and visitor parking, and (2) for interim storage of materials, such as finished goods awaiting shipment and raw materials used for manufacturing on site, which uses do not unreasonably interfere with the use by Grantee under this instrument and do not interfere with access to all areas of the flood protection easement area for inspection purposes. Any areas used for parking and/or storage of

materials will be vacated within one week of oral or written notice of the Grantee to the Grantor by the Grantor at no expense to the Grantee. The use by Grantor for the limited purposes of vehicle parking and interim storage of materials will not establish any right to continued use of the property for those purposes nor diminish in any way the permanent right, privilege and easement of the Grantee to use the Flood Protection Easement for flood control purposes. Use of the flood protection easement area for interim storage of waste materials, including and not limited to inoperative, unregistered vehicles, is specifically prohibited.

TO HAVE TO HOLD the said easement hereby granted unto the Grantee, its successors and assigns forever.

Being an interest in lands conveyed to the Grantor herein by deed recorded in the Yates County Clerk's Office on May 27, 1998, in Liber 398 of Deeds at page 638.

IN WITNESS WHEREOF, the Grantor has caused its name to be subscribed by the duly authorized officer as of the day and year first above written.

YATES COUNTY

By _____

Robert N. Multer

State of New York)
County of Yates) ss.:

On this _____ day of _____ in the year 2002, before me personally came ROBERT N. MULTER, to me know, who, being by me duly sworn, did depose and say that he resides in the Town of Middlesex, Yates County; that he is the Chairman of the Yates County Legislature, duly authorized to execute conveyances on behalf of Yates County, the corporation described in and which executed the above instrument; and that he signed his name thereto by authority of said Yates County Legislature.

Notary Public

PRIOR TO Agreements of the 1990s

D R A F T

LOCAL COOPERATION AGREEMENT

BETWEEN

THE DEPARTMENT OF THE ARMY

AND

THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

FOR THE CONSTRUCTION OF

KEUKA LAKE OUTLET STRUCTURE

THIS AGREEMENT entered into this ___ day of _____, by and between the Department of the Army (hereinafter referred to as the "Government"), acting by and through the Assistant Secretary of the Army (Civil Works), and the State of New York (hereinafter referred to as the "Sponsor"), acting by and through the New York State Department of Environmental Conservation,

WITNESSETH THAT:

WHEREAS, the Keuka Lake Outlet Structure, was approved by the Secretary of the Army under the authority of Section 205 of the 1948 Flood Control Act, as amended; and,

WHEREAS, the Water Resources Development Act of 1986, Public Law 99-662, specifies the cost-sharing requirements applicable to the Project; and

WHEREAS, the Sponsor has the authority and capability to furnish the cooperation hereinafter set forth and is willing to participate in project cost-sharing and financing in accordance with the terms of this Agreement;

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE I - DEFINITIONS

For the purpose of this Agreement:

a. The term "project" shall mean removal of an existing earth fill dam and masonry spillway located between the existing Birkett Mill Race and Andrews Mill Race in the Keuka Lake Outlet Channel located immediately upstream of the Main Street bridge in Penn Yan, New York. This will be replaced by construction of a sheet pile wall and four additional sluice gates.

b. The term "total project costs" shall mean all costs incurred by the Sponsor and the Government directly related to construction of the project. Such costs shall include, but not necessarily be limited to, actual construction costs, costs of applicable engineering and design, continuing planning and engineering costs incurred after 1 October 1985, supervision and administration costs, costs of project construction contract dispute settlements or awards, and the value of lands, easements, rights-of-way, relocations, and dredged material disposal areas provided for the project by the Sponsor, but shall not include any costs for betterments or operation and maintenance.

c. The term "period of construction" shall mean the time from the advertisement of the first construction contract to the time of acceptance of the project by the Contracting Officer.

d. The term "Contracting Officer" means any person who by virtue of his appointment is duly authorized to enter into contracts on behalf of the

Government, and in the name of the United States of America, and is responsible for the Federal contract for this project.

e. The term "highway" shall mean any highway, thoroughfare, roadway, street, or other public or private road or way.

ARTICLE II - OBLIGATIONS OF THE PARTIES

a. The Government, subject to and using funds provided by the Sponsor and appropriated by the Congress, shall expeditiously construct the project, applying those procedures usually followed or applied in Federal projects, pursuant to Federal laws, regulations, and policies. The Sponsor shall be afforded the opportunity to review and comment on all contracts, including relevant plans and specifications, prior to the issuance of invitations for bids. The Sponsor also shall be afforded the opportunity to review and comment on all modifications and change orders prior to the issuance to the Contractor of a Notice to Proceed. The Government will consider the views of the Sponsor, but award of the contracts and performance of the work thereunder shall be exclusively within the control of the Government.

b. Upon completion of the project, or separable element thereof, the Government shall turn the completed element or project over to the Sponsor, which shall be solely responsible for operating, maintaining, and rehabilitating the project in accordance with ARTICLE VIII hereof.

c. As further specified in ARTICLE VI hereof, the Sponsor shall provide, during the period of construction, a cash contribution of 5 percent of total project costs.

d. As further specified in ARTICLE III hereof, the Sponsor shall provide all lands, easements, rights-of-way, and dredged material disposal areas, and perform all relocations and alterations of buildings, utilities, highways, railroads, bridges (other than railroad bridges), sewers, and related and special facilities determined by the Government to be necessary for construction of the project.

e. If the value of the contributions provided under paragraphs c. and d. of this Article represents less than 25 percent of total project costs, the Sponsor shall provide during the period of construction an additional cash contribution in the amount necessary to make its total contribution equal to 25 percent of total project costs.

f. No less than once each year, the Sponsor shall inform affected interests of the limitations of the protection afforded by the project.

ARTICLE III - LANDS, FACILITIES, AND RELOCATION ASSISTANCE

a. Prior to solicitation of offers for the project, the Sponsor shall furnish to the Government all lands, easements, and rights-of-way, including suitable borrow and dredged material disposal areas, as may be determined by the Government to be necessary for construction of the project, and shall furnish to the Government evidence supporting the Sponsor's legal authority to grant rights-of-entry to such lands.

b. The Sponsor shall provide or pay to the Government the full cost of providing all retaining dikes, wasteweirs, bulkheads, and embankments, including all monitoring features and stilling basins, determined by the Government to be necessary for construction of the project.

c. Upon notification from the Government, the Sponsor shall accomplish or arrange for accomplishment at no cost to the Government of all alterations and relocations of buildings, highways, railroads, bridges (other than railroad bridges), storm drains, utilities, cemeteries, and other facilities, structures, and improvements determined by the Government to be necessary for construction of the project.

d. The Sponsor shall comply with the applicable provisions of the Uniform Relocations Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, approved 2 January 1971, in acquiring lands, easements, and rights-of-way for construction and subsequent operation and maintenance of the project, and inform all affected persons of applicable benefits, policies, and procedures in connection with said Act.

ARTICLE IV - VALUE OF LANDS AND FACILITIES

a. The value of lands, easements, and rights-of-way to be included in total project costs and credited toward the Sponsor's share of total project costs will be determined in accordance with the following procedures:

(1) If the lands, easements, or rights-of-way are owned by the Sponsor as of the date this Agreement is signed, the credit shall be fair market value of the interest at the time such interest is made available to the Government for construction of the Project. The fair market value shall be determined by an appraisal, to be obtained by the Sponsor, which has been prepared by an independent and qualified appraiser who is acceptable to both the Sponsor and the Government. The appraisal shall be reviewed and approved by the Government.

(2) If the lands, easements, or rights-of-way are to be acquired by the Sponsor after the date this Agreement is signed, the credit shall be the fair market value of the interest at the time such interest is made available to the Government for construction of the project. The fair market value shall be determined as specified in subparagraph (1) above. If the Sponsor pays an amount in excess of the appraised fair market value, it may be entitled to a credit for the excess if the Sponsor has secured prior written approval from the Government of its offer to purchase such interest.

(3) If the Sponsor acquires more lands, easements, or rights-of-way than are necessary for project purposes, as determined by the Government, then only the value of such portions of those acquisitions as are necessary for project purposes shall be included in total project costs and credited to the Sponsor's share.

(4) Credit for lands, easements, and rights-of-way in the case of involuntary acquisitions which occur within a 1-year period preceding the date this Agreement is signed or which occur after the date this Agreement is signed will be based on court awards, or on stipulated settlements that have received prior Government approval.

(5) For lands, easements, or rights-of-way acquired by the Sponsor within a 5-year period preceding the date this Agreement is signed, or any time after this Agreement is signed, credits provided under this paragraph will also include the actual incidental costs of acquiring the interest; e.g., closing and title costs, appraisal costs, survey costs, attorney's fees, plat maps, and mapping costs, as well as the actual amounts expended

for any relocation assistance provided in accordance with the obligations under this Agreement.

b. The costs of relocations or modifications of utilities or facilities that will be included in total project costs and credited towards the Sponsor's share of total project costs shall be that portion of the actual costs incurred by the Sponsor as set forth below:

(1) Highways and Highway Bridges - Only that portion of the costs as would be necessary to construct substitute bridges and highways to the design standard that the State of New York would use in constructing a new bridge or highway under similar conditions of geography and traffic loads.

(2) Utilities and Facilities (including railroads) - Actual relocation costs, less depreciation, less salvage value, plus the cost of removal, less the cost of betterments. With respect to betterments, new materials shall not be used in any relocation or alteration if materials of value and usability equal to those in the existing facility are available or can be obtained as salvage from the existing facility or otherwise, unless the provision of new material is more economical. If, despite the availability of used material, new material is used, where the use of such new material represents an additional cost, such cost will not be included in total project costs.

ARTICLE V - CONSTRUCTION PHASING AND MANAGEMENT

a. To provide for consistent and effective communication between the Sponsor and the Government during the term of construction, the Sponsor and

the Government shall appoint representatives to coordinate on scheduling, plans, specifications, modifications, contract costs, and other matters relating to construction of the project.

b. The representatives appointed above shall meet as necessary during the term of project construction and shall make such recommendations as they deem warranted to the Contracting Officer.

c. The Contracting Officer shall consider the recommendations of the representatives in all matters relating to the project, but the Contracting Officer, having ultimate responsibility for construction of the project, has complete discretion to accept, reject, or modify the recommendations.

ARTICLE VI - METHOD OF PAYMENT

a. The Sponsor shall provide, over the term of construction, the amounts required under Article II.c. and II.e. of this Agreement. Total project costs are presently estimated to be \$258,000. In order to meet its share, the Sponsor must provide a total contribution presently estimated to be \$65,250.

b. The required cash contribution shall be provided as follows: Thirty (30 days prior to the award of the first construction contract, the Government shall notify the sponsor of its estimated share of project costs. Within fifteen (15) days thereafter, the sponsor shall provide the Government the full amount of the required contribution by delivering a check payable to "FAO, USAED, Buffalo" to the Contracting Officer representing the Government.

In the event that total project costs are expected to exceed the estimate given at the outset of construction, the Government shall immediately notify the local sponsor of the additional contribution it will be required to make to meet its share of the revised estimate. Within 15 days thereafter, the sponsor shall provide the Government the full amount of the additional required contribution.

c. The Government will draw on the funds provided by the Sponsor such sums as it deems necessary to cover contractual and in-house fiscal obligations attributable to the project as they are incurred, as well as project costs incurred by the Government prior to the initiation of construction.

d. Upon completion of the project and resolution of all relevant contract claims and appeals, the Government shall compute the total project costs and tender to the Sponsor a final accounting of its share of project costs. In the event the total contribution by the Sponsor is less than its minimum required share of project costs at the time of the final accounting, the Sponsor shall, within 90 calendar days after receipt of written notice, make a cash payment to the Government of whatever sum is required to meet its minimum required share of project costs, subject to the availability of appropriations. In the event the Sponsor has made cash contributions in excess of 5 percent of total project costs which result in the Sponsor's having provided more than its required share of project costs, the Government shall within 90 days of the final accounting, subject to the availability of appropriations, return said excess to the Sponsor; however, the Sponsor shall not be entitled to any refund of the 5 percent cash contribution required

pursuant to ARTICLE II.c. hereof. If the Sponsor's total contribution under this Agreement (including lands, easements, rights-of-way, relocations, and dredged material disposal areas provided by the Sponsor) exceeds 50 percent of total costs, the Government shall, subject to the availability of appropriations, refund the excess to the Sponsor within 90 days of the final accounting.

ARTICLE VII - DISPUTES

Before any party to this Agreement may bring suit in any court concerning an issue relating to this Agreement, such party must first seek in good faith to resolve the issue through negotiation or other forms of non-binding alternative dispute resolution mutually acceptable to the parties.

ARTICLE VIII - OPERATION, MAINTENANCE, AND REHABILITATION

a. The Sponsor shall operate, maintain, replace, and rehabilitate the project upon completion in accordance with regulations or directions prescribed by the Government.

b. The Sponsor hereby gives the Government a right to enter, at reasonable times and in a reasonable manner, upon land which it owns or controls for access to the project for the purpose of inspection, and, if necessary, for the purpose of operating, repairing, maintaining, replacing, or rehabilitating the project. If an inspection shows that the Sponsor for any reason is failing to fulfill its obligations under this agreement without receiving prior written approval from the Government, the Government will send a written notice to the Sponsor. If the Sponsor persists in such failure for 30 calendar days after receipt of the notice, then the Government shall have a

right to enter at reasonable times and in a reasonable manner upon land the Sponsor owns or controls for access to the project for the purpose of completing, operating, repairing, maintaining, replacing or rehabilitating the project. Any costs incurred by the Government in operating or maintaining the project shall be the responsibility of the Sponsor, the Sponsor shall deposit within ninety (90) calendar days of receipt of notice whatever sum is required to meet the Government's incurred costs. Any delinquent payment(s) will be subject to interest in accordance with ARTICLE XV of the Agreement. No completion, operation, repair, maintenance, replacement, or rehabilitation by the Government shall operate to relieve the Sponsor of responsibility to meet its obligations as set forth in this Agreement, or to preclude the Government from pursuing any other remedy at law or equity to assure faithful performance pursuant to this Agreement.

ARTICLE IX - RELEASE OF CLAIMS

The Sponsor shall hold and save the Government 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.

ARTICLE X - MAINTENANCE OF RECORDS

The Government and the Sponsor shall keep books, records, documents, and other evidence pertaining to costs and expenses incurred pursuant to this Agreement to the extent and in such detail as will properly reflect total project costs. The Government and the Sponsor shall maintain such books, records, documents, and other evidence for a minimum of 3 years after completion of construction of the project and resolution of all claims arising therefrom, and shall make available at their offices at reasonable times,

such books, records, documents, and other evidence for inspection and audit by authorized representatives of the parties to this Agreement.

ARTICLE XI - FEDERAL AND STATE LAWS

In acting under its rights and obligations hereunder, the Sponsor agrees to comply with all applicable Federal and State laws and regulations, including Section 601 of Title VI of the Civil Rights Act of 1964 (Public Law 88-352) and Department of Defense Directive 5500.11 issued pursuant thereto and published in Part 300 of Title 32, Code of Federal Regulations, as well as Army Regulation 600-7, entitled "Nondiscrimination of the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of the Army."

ARTICLE XII - RELATIONSHIP OF PARTIES

The parties to this Agreement act in an independent capacity in the performance of their respective functions under this Agreement, and neither party is to be considered the officer, agent, or employee of the other.

ARTICLE XIII - OFFICIALS NOT TO BENEFIT

No member of or delegate to the Congress, or resident commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom.

ARTICLE XIV - COVENANT AGAINST CONTINGENT FEES

The Sponsor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee,

excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Sponsor for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this Agreement without liability, or, in its discretion, to add to the Agreement or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XV - TERMINATION OR SUSPENSION

a. If at any time the Sponsor fails to make the payments required under this Agreement, the Secretary of the Army shall terminate or suspend work on the project until the Sponsor is no longer in arrears, unless the Secretary determines that continuation of work on the project is in the interest of the United States. Any delinquent payment shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13-week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3-month period if the period of delinquency exceeds 3 months.

b. If the Government fails to receive annual appropriations in amounts sufficient to meet project expenditures for the then-current or upcoming fiscal year, the Government shall so notify the Sponsor. After 60 days, either party may elect without penalty to terminate this Agreement or to suspend performance thereunder, and the parties shall conclude their activities relating to the project and proceed to a final accounting in accordance with Article VI.

c. Notwithstanding any other provision of this Agreement, if the award of any contract for construction of the project would result in the total obligations and expenditures for construction of the project exceeding \$5,000,000 (not less than the estimated cost of the project), the award of that contract and subsequent contracts shall be deferred until such times as both parties to this Agreement agree to resume construction of the project.

ARTICLE XVI - OBLIGATION OF FUTURE APPROPRIATIONS

Nothing herein shall constitute, or be deemed to constitute, an obligation of future appropriations by the legislature of the State of New York.

ARTICLE XVII - NOTICES

a. All notices, requests, demands, and other Communications required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally; given by prepaid telegram; or mailed by first-class (postage-prepaid), registered, or certified mail as follows:

If to the Sponsor:

New York State Department of
Environmental Conservation
50 Wolf Road
Albany, NY 12233-3502

If to the Government:

U.S. Army Engineer District, Buffalo
1776 Niagara Street
Buffalo, NY 14217

b. A party may change the address to which such communications are to be directed by giving written notice to the other in the manner provided in this section.

c. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at such time as it is personally delivered or on the third business day after it is mailed, as the case may be.

ARTICLE XVIII - CONFIDENTIALITY

To the extent permitted by the law governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

THE DEPARTMENT OF THE ARMY

NEW YORK STATE DEPARTMENT OF
CONSERVATION

BY: _____
ROBERT K. DAWSON
Assistant Secretary of
the Army (Civil Works)

BY: _____

DATE: _____

DATE: _____

EXHIBIT A

CERTIFICATE OF AUTHORITY

(Use standard Section 221 Certificate)

COPY

KEUKA LAKE OUTLET COMPACT

Five Maiden Lane
Penn Yan, New York 14527
(315) 536-3015


 KEUKA LAKE

Howard DeHay, Chairman
William Weber, Acting Secretary
Joyce Benedict, Clerk/Treasurer
William Mayer, Esq., Counsel
September 26, 1991

| Post-It™ brand fax transmittal memo 7671 | | # of pages + |
|--|--------------|--------------|
| To | Bill Weber | From |
| Co. | | Co. |
| Dept. | | Phone # |
| Fax # | 607-796-3482 | Fax # |
| | | 315-364-7734 |

NYS Electric & Gas
480 Border City Road
Geneva, New York 14456

Attn: Sam Masprogiozanni

Re: Keuka Lake Compact

Dear Sam;

The six towns and two villages around Keuka Lake are working together to improve the flood gates in Penn Yan. The municipalities have joined in The Keuka Lake Outlet Compact. The improvements to the gates will increase the Compact's ability to regulate the lake level, and provide improved protection to the property owners down stream and the owners on Keuka Lake.

The Compact is working with the Corps of Engineers and the DEC. NYSEG conveyed to the Village of Penn Yan the property from the lake along the Keuka Outlet to the east side of the Main Street bridge. The Corps has included a parcel of 75 feet by 44 feet on the east side of the bridge in its construction requirements. The area is shown as Parcel IV on the attached sketch.

Please let me know if your company is willing to grant the Compact a permanent easement on parcel 4. The easement will ultimately be with the DEC. It is my understanding that the project may proceed if there is a right of entry. Let me know if New York State Gas and Electric will allow to the use of parcel 4 for construction purposes pending the conveyance of an easement.

If any further information is needed the Compact will provided it. Thank you for consideration.

Yours Truly,

William G. Mayer

"Protecting Beautiful Keuka Lake"

315-364-8447

WILLIAM G. MAYER
ATTORNEY
984 ROUTE 34B POST OFFICE BOX 33
KING FERRY, NEW YORK 13081

FAX 315-364-7724

January 22, 1996

Keuka Lake Outlet Compact
Ed Balsley Manager
Five Maiden Lane
Penn Yan, New York 14527
FAX 315-536-5866

Re: Release of NYS

Dear Ed;

I reviewed the release and map you sent on the 2nd.

The Compact has title on the west side of the bridge; it does not have title to any land on the east side of the bridge. There is an easement covering lands on the east side of the bridge. I believe the easement on the east side was acquired by the DEC appropriation for the gate project.

If the retaining wall does not harm the gate operation, and if the bridge construction did not harm the Compact, there is no reason not to provide the release. Both the DEC and NYSEG provided the Compact assistance when requested.

My advise is to have the new chairman authorized/ but not directed to execute the release (by resolution unanimously adopted by the Compact). Include the release and maps in the minutes of the Compact; forward a copy of the unsigned release and maps to the DEC stating that the Compact intends to provide the release unless the DEC has any objection. If no objection is stated, have the Chairman execute the release and send it to the DOT.

Yours Truly:

William G. Mayer

cc: Bill Weber

STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION
107 BROADWAY
HORSELL, NEW YORK 14843

NOV 27 1995

JOHN B. DALY

November 24, 1995

Keuka Lake Outlet Compact
c/o Edward Balsley
5 Maiden Lane
Penn Yan, New York 14527

Re: P.I.N. 6751.76.221
Village of Penn Yan, Main Street Bridge
Map 4, Parcel 5
Reputed Owner: NYS Electric and Gas Corporation

Dear Sir:

As part of our 1994/95 reconstruction of the Main Street Bridge over Keuka Lake Outlet it became necessary for us to occupy, by Temporary Easement, a parcel of land owned by New York State Electric and Gas. The parcel is located immediately down stream (East) of the Main Street Bridge (see a copy of the map enclosed - a copy of which, with notice of appropriation attached, was personally served on Carl Stuck 1/14/94).

New York State Electric and Gas has met all their requirements to get paid for our Temporary Easement except - return of the enclosed "Assignment of Claim and Release" which needs to be executed by an official of Keuka Lake Outlet Compact as K.L.O.C. was a Permanent Easement and structure on the property. In December, 1993 a representative of our office discussed our pending easement with K.L.O.C. attorney, William G. Mayer and Carl Stuck. At that time, neither had any objection to NYS Department of Transportation's occupancy or proposed work on the New York State Electric and Gas property providing we did not disturb or harm the outlet control structure.

I am assuming the work was satisfactory to K.L.O.C. and would ask your cooperation in securing execution of the enclosed release by an officer of K.L.O.C. If you have any questions regarding this matter please call me at (607) 324-8500.

Very truly yours,



Patrick N. Brown
Assistant Right of Way Agent

PNB:rjl
Enclosure

P.S. NYS Department of Transportation is aware that we also "occupied" property owned by K.L.O.C. (deeds from the Village of Penn Yan to K.L.O.C. were filed in Yates County Clerk's Office 12/9/93). When other priorities (i.e. construction project mapping, etc.) permit NYS Department of Transportation will be mapping those areas and making K.L.O.C. an offer for those parcels. However, that is an entirely separate matter from the contents of the above letter.

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
REAL ESTATE DIVISION
ASSIGNMENT OF CLAIM AND RELEASE

Proceeding No. 10445
Project: VILLAGE OF PENN YAN, MAIN STREET BRIDGE OVER KEUKA LAKE OUTLET
Map No. 4 Parcel No. 5 County Yates
Map No. _____ Parcel No. _____ Town Milo
Map No. _____ Parcel No. _____ Village Penn Yan

WHEREAS, THE PEOPLE OF THE STATE OF NEW YORK, pursuant to the statute set forth in the above designated map(s), have appropriated certain property shown and described on the aforesaid map(s) filed in the Office of the Department of Transportation, copies of which have been filed in the Office of the Department of State and in the Office of the County Clerk or Register of each county in which such property, or any portion thereof, is situated; and

WHEREAS, NEW YORK STATE ELECTRIC & GAS CORPORATION, hereinafter referred to as "claimant" has a claim against The People of the State of New York by reason of said appropriation either as owner of said property or of some right, title or interest therein, or otherwise; and

WHEREAS, the compensation now payable by The People of the State of New York on account of said appropriation and for all legal damages caused thereby has been, or will be, fixed and determined by an agreement or award to be paid upon release of all claims which claimant, its tenants, mortgagees, lienors and other persons have or may have by reason of such appropriation; and

WHEREAS, KEUKA LAKE OUTLET COMPACT,

having a mailing address of 3 Maiden Lane, Penn Yan, NY 14527, hereinafter referred to as "undersigned", had or might claim to have had some right, title or interest in and to the property affected by said appropriation and said undersigned has or claims to have some interest in or lien upon the compensation to be paid on account of such appropriation, by reason of **occupying the premises with a retaining wall and footer**, and has agreed to relinquish the same in favor of claimant,

NOW, THEREFORE, IN CONSIDERATION OF THESE PRESENTS, and the sum of ONE DOLLAR (\$1.00), payment of which is waived, and (see instructions in box below) the sum of _____

Dollars (\$_____),

IF NO PAYMENT HEREUNDER IS TO BE MADE TO THE UNDERSIGNED FROM THE AMOUNT DUE CLAIMANT FROM THE STATE, NO INSERTION IS TO BE MADE IN THE BLANK SPACES.

IF PAYMENT IS TO BE MADE HEREUNDER, THE AMOUNT OF SUCH PAYMENT AND INTEREST, IF ANY, SHOULD BE INSERTED IN THE SPACES PROVIDED ABOVE AND THE AUTHORIZATION ON THE NEXT PAGE MUST BE SIGNED BY CLAIMANT AND THE ADDRESS TO WHICH THE CHECK IS TO BE MAILED MUST BE PLACED IN THE SPACE ABOVE (FOLLOWING THE WORDS "HAVING A MAILING ADDRESS OF").

to be paid by The People of the State of New York from the said compensation now payable to claimant, the undersigned does hereby assign, transfer and set over unto claimant, all right, title and interest of the undersigned in and to the compensation to be paid by The People of the State of New York and in and to any claim, award or judgment on account of such appropriation and further does hereby release the said compensation to be paid by The People of the State of New York and any such claim, award or judgment from any and all liens of the undersigned and further does hereby assign and release unto claimant all claims which the undersigned has or may have by reason of any estate or interest in the streams, lakes, streets, roads, highways or rights of way, if any, adjacent to or abutting on the above mentioned property required for the purposes of said project, thereby forever releasing, exonerating and discharging The People of the State of New York from any and all claims or causes of action of the undersigned for or on account or in anywise growing out of the matters hereinabove set forth.

IN WITNESS WHEREOF, this release has been executed by "undersigned" this _____ day of _____, 1994.

KEUKA LAKE OUTLET COMPACT

(Corp. Seal)

By: _____

Its: _____

State of New York)
) ss.:
County of _____)

On this _____ day of _____, 1994, before me personally came _____ to me known, who, being by me duly sworn, did depose and say that s/he resides at No. _____; that s/he is the _____ of KEUKA LAKE OUTLET COMPACT, the corporation described in and which executed the above instrument; and that s/he signed his/her name thereto by order of the board of directors of said corporation.

Notary Public, State of New York

AUTHORIZATION [by claimant(s)]

The Department of Audit and Control of the State of New York is hereby authorized to deduct from the compensation to be paid the claimant the amount specified in the above Release, as the consideration for the execution thereof, and to draw a separate check in that amount payable to the party who executed said release.

Dated: _____, 19__

Claimant

Claimant

Claimant

Executive Summary

The Keuka Outlet (stream) runs approximately eight miles from Keuka Lake in Penn Yan, New York to Dresden, New York on Seneca Lake. The difference in elevation between the two lakes is 270 feet creating an average gradient of 33.75 feet per mile. This gradient is comparable to the Colorado river through the Grand Canyon. The stream tumbles over two notable cascades at Seneca Mills and Cascade Mills before it flows into Seneca Lake.

The Keuka Outlet corridor was the site of early industrial development in the 1800's due to the abundance of water power. Currently only the ruins of these industries remain. The corridor is in a more natural state now than two hundred year ago. The combination of the scenic beauty, history, and moving water make this corridor attractive for paddlesports development including but not limited to white water rafting, canoeing, and kayaking.

There are currently over 24 million paddlesports enthusiast in the United States. Western New York State currently has no year round white water resources available to this population. It is estimated that there are over 600,000 paddlers in Western New York. The potential to draw paddlesports enthusiast from outside the area increases the possible number of users to several million.

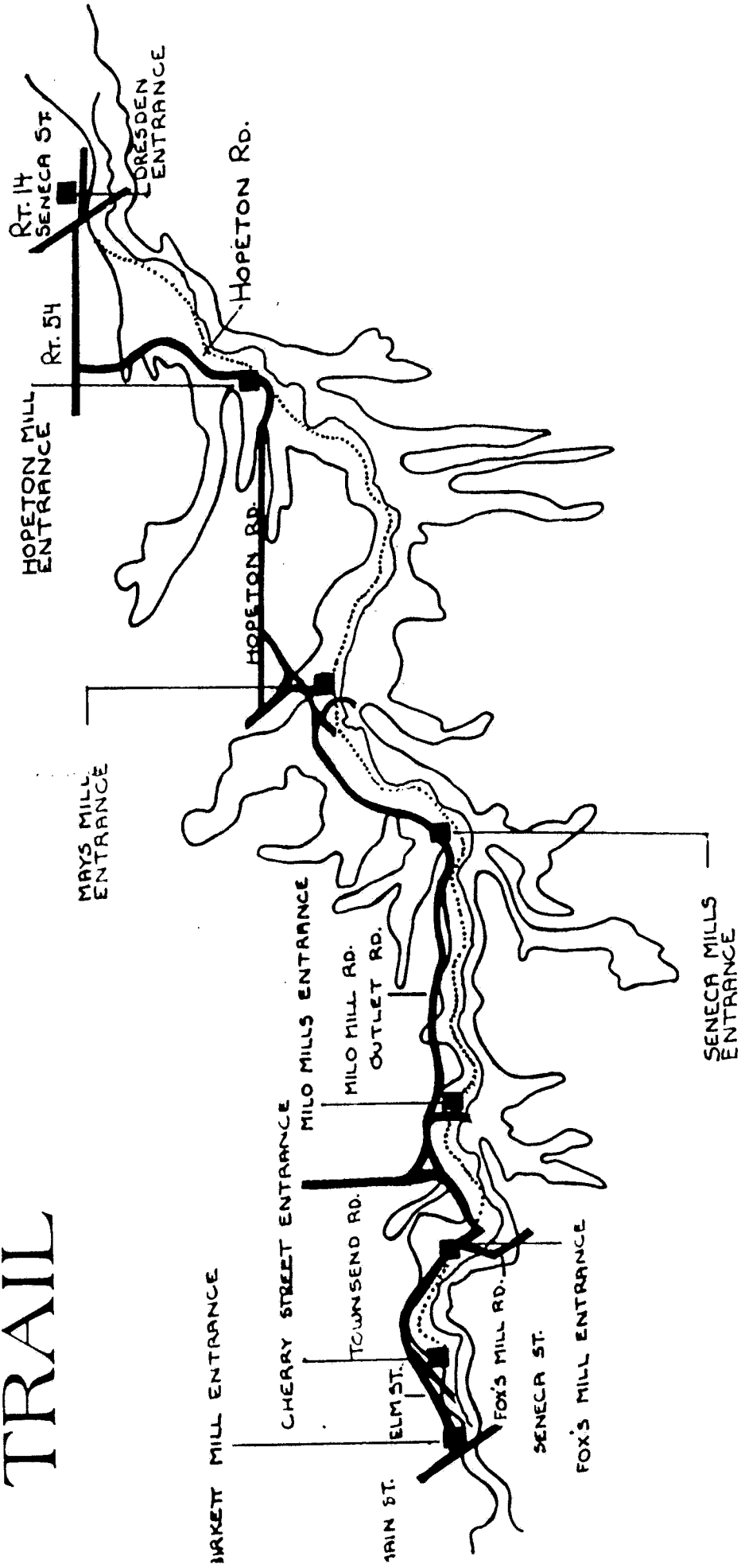
A water management plan that provides for the release of water into the Outlet from Keuka Lake has the potential to create a tourism attraction with a conservative economic impact of 1.6 million dollars in the first year of full implementation. There are several items that need to be addressed for this project to happen. The cooperation between several public and private agencies, landowners, and organizations needs to be facilitated before this project moves forward.

The Friends of the Outlet Inc., The village of Penn Yan, and Yates County are the major property owners involved. The three and a half mile float trip from Penn Yan to Seneca Mills is classified as class I-III on an international scale of I-VI of river difficulty. The most desirable site for launching human powered Watercraft is just downstream from the old Fallbrook railroad trestle in the Village of Penn Yan. There are several sites owned by the above named parties. From this site, recreationists can float downstream to just above the falls at Seneca Mills. At Seneca Mills, recreationists can carry their craft across Friends' property and then down the Outlet trail to a parking area nearby. It is not recommended that recreationist continue downstream after Seneca Mills due to private property surrounding the carry around Cascade Mills.

The Keuka Lake Outlet Compact, Keuka Lake Association, and Penn Yan Municipal Utilities Board each have an interest in the discharge of water from Keuka Lake. KLOC owns the control structure while the PYMUB actually operates the structure. The KLA has an obvious interest in the lake level. If these groups can reach agreement on a schedule of water releases, this project may move forward to a testing phase where additional research may be done and recommendations for further development made.

Review of the completed feasibility study will adress additional concerns, issues, and recommendation.

THE OUTLET TRAIL



JOINT APPLICATION FOR PERMIT



New York State
United States Army Corps of Engineers

95-19-3 (8/00) pfp

Applicable to agencies and permit categories listed in Item 1. Please read all instructions on back. Attach additional information as needed. Please print legibly or type.

| | |
|---|---|
| <p>1. Check permits applied for:</p> <p>NYS Dept. of Environmental Conservation.</p> <p><input checked="" type="checkbox"/> Stream Disturbance (Bed and Banks)</p> <p><input checked="" type="checkbox"/> Navigable Waters (Excavation and Fill)</p> <p><input type="checkbox"/> Docks, Moorings or Platforms (Construct or Place)</p> <p><input type="checkbox"/> Dams and Impoundment Structures (Construct, Reconstruct or Repair)</p> <p><input type="checkbox"/> Freshwater Wetlands</p> <p><input type="checkbox"/> Tidal Wetlands</p> <p><input type="checkbox"/> Coastal Erosion Control</p> <p><input type="checkbox"/> Wild, Scenic and Recreational Rivers</p> <p><input type="checkbox"/> 401 Water Quality Certification</p> <p><input type="checkbox"/> Potable Water Supply</p> <p><input type="checkbox"/> Long Island Wells</p> <p><input type="checkbox"/> Aquatic Vegetation Control</p> <p><input type="checkbox"/> Aquatic Insect Control</p> <p><input type="checkbox"/> Fish Control</p> <p>NYS Office of General Services (State Owned Lands Under Water)</p> <p><input type="checkbox"/> Lease, License, Easement or other Real Property Interest</p> <p><input type="checkbox"/> Utility Easement (pipelines, conduits, cables, etc.)</p> <p><input type="checkbox"/> Docks, Moorings or Platforms (Construct or Place)</p> <p>Adirondack Park Agency</p> <p><input type="checkbox"/> Freshwater Wetlands Permit</p> <p><input type="checkbox"/> Wild, Scenic and Recreational Rivers</p> <p>Lake George Park Commission</p> <p><input type="checkbox"/> Docks (Construct or Place)</p> <p><input type="checkbox"/> Moorings (Establish)</p> <p>US Army Corps of Engineers</p> <p><input checked="" type="checkbox"/> Section 404 (Waters of the United States)</p> <p><input type="checkbox"/> Section 10 (Rivers and Harbors Act)</p> <p><input type="checkbox"/> Nationwide Permit (s)</p> <p>Identify Number(s)</p> <p style="text-align: center;">For Agency Use Only: DEC APPLICATION NUMBER</p> <p>_____</p> <p>US ARMY CORPS OF ENGINEERS</p> | <p>2. Name of Applicant (Use full name) Keuka Lake Outlet Compact Telephone Number (daytime) 607-738-1547</p> <p>Mailing Address 11 Elm Street</p> <p>Post Office Penn Yan State NY Zip Code 14527</p> <p>3. Taxpayer ID (If applicant is not an individual) 16-1401507</p> <p>4. Applicant is a/an: (check as many as apply)</p> <p><input type="checkbox"/> Owner <input type="checkbox"/> Operator <input type="checkbox"/> Lessee <input checked="" type="checkbox"/> Municipality / Governmental Agency</p> <p>5. If applicant is not the owner, identify owner here - otherwise, you may provide Agent/Contact Person information.</p> <p>Owner or Agent/Contact Person KLOC HAS A PERMANENT EASEMENT OVER THIS PROPERTY OWNERSHIP via Yates County <input type="checkbox"/> Owner <input type="checkbox"/> Agent/Contact Person Telephone Number (daytime)</p> <p>Mailing Address _____</p> <p>Post Office _____ State _____ Zip Code _____</p> <p>6. Project / Facility Location (mark location on map, see instruction 1a.)</p> <p>County: Yates Town/City/Village: Penn Yan Tax Map Section/Block/Lot Number: (See MAPS)</p> <p>Location (including Street or Road) Hicks Street Telephone Number (daytime)</p> <p>Post Office Penn Yan State NY Zip Code 14527 Name of Stream or Waterbody (in or near project area) Keuka Lake Outlet</p> <p>8. Name of USGS Quad Map: _____ Location Coordinates: NYTM-E NYTM-N 4</p> <p>9. Project Description and Purpose: (Category of Activity e.g. new construction/installation, maintenance or replacement; Type of Structure or Activity e.g. bulkhead, dredging, filling, dam, dock, taking of water; Type of Materials and Quantities; Structure and Work Area Dimensions; Need or Purpose Served)</p> <p>Where KIMBALL'S GULLY EMPTIES INTO THE Keuka Lake Outlet A LARGE SAND BAR HAS FORMED WE NEED TO REMOVE IT FOR NAVIGATION SAFETY. 400-500 yds³ need to be removed</p> <p>10. Proposed Use: <input type="checkbox"/> Private <input checked="" type="checkbox"/> Public <input type="checkbox"/> Commercial</p> <p>11. Will Project Occupy State Land? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>12. Proposed Start Date: 15 APR 06</p> <p>13. Estimated Completion Date: 15 APR 06</p> |
|---|---|

14. Has Work Begun on Project? (If yes, attach explanation of why work was started without permit.) Yes No

15. List Previous Permit/ Application Numbers and Dates: (If Any) 8-5799/01/05

16. Will this Project Require Additional Federal, State, or Local Permits? Yes No If Yes, Please List: PERHAPS ARMY CORPS EGS

17. If applicant is not the owner, both must sign the application

I hereby affirm that information provided on this form and all attachments submitted herewith is true to the best of my knowledge and belief. False statements made herein are punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law. Further, the applicant accepts full responsibility for all damage, direct or indirect, of whatever nature, and by whomsoever suffered, arising out of the project described herein and agrees to indemnify and save harmless the State from suits, actions, damages and costs of every name and description resulting from said project. In addition, Federal Law, 18 U.S.C., Section 1001 provides for a fine of not more than \$10,000 or imprisonment for not more than 5 years, or both where an applicant knowingly and willingly falsifies, conceals, or covers up a material fact, or knowingly makes or uses a false, fictitious or fraudulent statement.

Date 3/15/06 Signature of Applicant Wm A. Weber Title Chairman KLOC

Date " Signature of Owner Wm A. Weber Title "

Appendix C

State Environmental Quality Review

SHORT ENVIRONMENTAL ASSESSMENT FORM

For UNLISTED ACTIONS Only

PART I - PROJECT INFORMATION (To be completed by Applicant or Project Sponsor)

| | |
|---|---|
| 1. APPLICANT/SPONSOR Keuka Lake Outlet Impact | 2. PROJECT NAME KIMBALL'S GULLY DREDGING |
| 3. PROJECT LOCATION: Municipality: Village of Penn Yan County: Yates | |
| 4. PRECISE LOCATION (Street address and road intersections, prominent landmarks, etc., or provide map) North End of Hicks St. Penn Yan where KIMBALL'S GULLY ENTERS Keuka Outlet | |
| 5. PROPOSED ACTION IS: <input type="checkbox"/> New <input type="checkbox"/> Expansion <input checked="" type="checkbox"/> Modification/alteration RENEWAL | |
| 6. DESCRIBE PROJECT BRIEFLY: We must remove 400 500 yds of mtl from channel for NAVIGATION SAFETY | |
| 7. AMOUNT OF LAND AFFECTED: Initially .05 acres Ultimately .05 acres | |
| 8. WILL PROPOSED ACTION COMPLY WITH EXISTING ZONING OR OTHER EXISTING LAND USE RESTRICTIONS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe briefly | |
| 9. WHAT IS PRESENT LAND USE IN VICINITY OF PROJECT? <input type="checkbox"/> Residential <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Agriculture <input type="checkbox"/> Park/Forest/Open Space <input checked="" type="checkbox"/> Other Describe: The CHANNEL IS USED FOR NAVIGATION TO/FROM Keuka Lake | |
| 10. DOES ACTION INVOLVE A PERMIT APPROVAL, OR FUNDING, NOW OR ULTIMATELY FROM ANY OTHER GOVERNMENTAL AGENCY (FEDERAL, STATE OR LOCAL)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, list agency(s) name and permit/approvals: DEC & Army Corp of ENGRS. | |
| 11. DOES ANY ASPECT OF THE ACTION HAVE A CURRENTLY VALID PERMIT OR APPROVAL? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, list agency(s) name and permit/approvals: We have a permit from 1998 - Renewal | |
| 12. AS A RESULT OF PROPOSED ACTION WILL EXISTING PERMIT/APPROVAL REQUIRE MODIFICATION? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Renewal | |
| I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor name: Keuka Lake Outlet Impact Date: 3/15/06 Signature: Wm A. Weber CHVM. | |

If the action is in the Coastal Area, and you are a state agency, complete the Coastal Assessment Form before proceeding with this assessment



RECEIVED SEQR

PROJECT I.D. NUMBER

617.20 Appendix C

JUN 15 1998

State Environmental Quality Review

SHORT ENVIRONMENTAL ASSESSMENT FORM 8 For UNLISTED ACTIONS Only

PART I—PROJECT INFORMATION (To be completed by Applicant or Project sponsor)

1. APPLICANT / SPONSOR: Keuka Lake Outlet Compact 2. PROJECT NAME: Kimball's Gully Clean-out

3. PROJECT LOCATION: Municipality Penn Yan (V) County Yates

4. PRECISE LOCATION (Street address and road intersections, prominent landmarks, etc., or provide map): WADDELL AVE on Property of Penn Yan Maurice Mfg (see map)

5. IS PROPOSED ACTION: New Expansion Modification/alteration

6. DESCRIBE PROJECT BRIEFLY: KLOC (the Compact) is under contract with NYS DEC to keep Keuka outlet channel free of debris & open for navigation.

7. AMOUNT OF LAND AFFECTED: Initially 3000 ft² acres Ultimately 3000 ft² acres

8. WILL PROPOSED ACTION COMPLY WITH EXISTING ZONING OR OTHER EXISTING LAND USE RESTRICTIONS? Yes No If No, describe briefly

9. WHAT IS PRESENT LAND USE IN VICINITY OF PROJECT? Residential Industrial Commercial Agriculture Park/Forest/Open space Other Describe:

10. DOES ACTION INVOLVE A PERMIT APPROVAL, OR FUNDING, NOW OR ULTIMATELY FROM ANY OTHER GOVERNMENTAL AGENCY (FEDERAL, STATE OR LOCAL)? Yes No If yes, list agency(s) and permit/approvals: Joint Application Permit filed NYS DEC NYS OGS USA Army Corps of Engineers

11. DOES ANY ASPECT OF THE ACTION HAVE A CURRENTLY VALID PERMIT OR APPROVAL? Yes No If yes, list agency name and permit/approval

12. AS A RESULT OF PROPOSED ACTION WILL EXISTING PERMIT/APPROVAL REQUIRE MODIFICATION? Yes No



I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE TO THE BEST OF MY KNOWLEDGE

Applicant/sponsor name: Keuka Lake Outlet Compact Date: 10 June '98

Signature: Wheeler, Secty

If the action is in the Coastal Area, and you are a state agency, complete the Coastal Assessment Form before proceeding with this assessment

1178 APPX -

| | | | |
|---|---|--|---|
| 95-19-3 (6/97)-q NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION OFFICE OF GENERAL SERVICES UNITED STATES ARMY CORPS OF ENGINEERS JOINT APPLICATION FOR PERMIT* |   | DEC APPLICATION NUMBER 8-5711/01/05 | DISTRIBUTION 1ST COPY Permit Administrator 2ND COPY Corps of Engineers 3RD COPY Program 4TH COPY NYS Agency 5TH COPY Applicant |
| | | US ARMY CORPS OF ENGINEERS | |

Please read ALL instructions on back before completing this application. Please TYPE or PRINT clearly in INK. Attach additional information as needed.

FRESHWATER WETLANDS
 TIDAL WETLANDS
 WATER SUPPLY
 LONG ISLAND WELL

PROTECTION OF WATERS FOR:

A. Construction or placement of docks and moorings
 B. Construction, reconstruction, or repair of a DAM or other impoundment structure
 C. Disturbance of a STREAM BED or BANKS or excavation in or fill of NAVIGABLE WATERS
 401 WATER QUALITY CERTIFICATION
 COASTAL EROSION CONTROL
 LAKE GEORGE PARK COMMISSION (Docks and Moorings)
 WILD, SCENIC OR RECREATIONAL RIVERS
 AQUATIC PEST CONTROL FOR:
 A. Aquatic Vegetation Control
 B. Fish Control
 C. Insect Control
 LEASE, LICENSE, EASEMENT, or other real property interest in state-owned lands under water
 UTILITY EASEMENTS (Pipelines, Conduits, Cables, etc.)

1. LIST PREVIOUS PERMIT/APPLICATION NUMBERS AND DATES (if any) n/a IF OTHER THAN INDIVIDUAL, PROVIDE TAXPAYER ID NUMBER: 10-1401507

2. APPLICANT IS A/AN:
 Owner
 Operator
 Lessee
 Municipality/Governmental Agency (Check as many as apply)

3. NAME OF APPLICANT (Use Full Name) KEUKA LAKE OUTLET COMPACT 315

MAILING ADDRESS FIVE MAIDEN LAKE TELEPHONE NUMBER (Daytime) 516-536-3374

POST OFFICE PENN YAN STATE NY ZIP CODE 14527

4. NAME OF Owner Agent/Contact Person EDWARD BAISEY

MAILING ADDRESS FIVE MAIDEN LAKE TELEPHONE NUMBER (Daytime) 516-536-3374

POST OFFICE PENN YAN STATE NY ZIP CODE 14527

5. PROJECT/FACILITY LOCATION (Mark location on map, see Number 1a on reverse side)

County Yates | Town/City/Village PENN YAN | Tax Map Section/Block/Lot Number n/a

MAILING ADDRESS WADDELL AVE 90 Penn Yan Marine TELEPHONE NUMBER (Daytime) ()

POST OFFICE PENN YAN STATE NY ZIP CODE 14527 DEC USE ONLY NYTM-E NYTM-N 4

6. NAME OF STREAM OR BODY OF WATER KIMBALL'S CULLEY / Keuka Outlet

7. HAS WORK BEGUN ON PROJECT? (If YES, attach explanation on starting work without permit, include dates) Show work on map or drawing Yes No

8. PROPOSED STARTING DATE 29 June 98

9. APPROXIMATE COMPLETION DATE 14 JULY 98

10. PROPOSED USE: Private Public Commercial

11. WILL PROJECT OCCUPY STATE LAND? Yes No

12. PROJECT DESCRIPTION AND PROPOSED PURPOSE: (e.g. quantity and type of material to be excavated, dredged or used to fill or rip rap; location of disposal sites; type of structure to be installed; height of dam; size of impoundment; capacities of proposed water sources; extent of distribution system; size of marina and types of docks and moorings to be installed; etc.)

We propose to remove 400-500 yds³ of rip rap from channel

13. WILL THIS PROJECT REQUIRE ADDITIONAL FEDERAL, STATE AND/OR LOCAL PERMITS? Yes No If YES, please list:

14. SEPARATE AUTHORIZATION OR LETTER OF NO JURISDICTION SHOULD BE RECEIVED FROM DEC, APA AND THE US ARMY CORPS OF ENGINEERS PRIOR TO WORK IN WETLANDS AND WATERWAYS.

I hereby affirm that information provided on this form and all attachments submitted herewith is true to the best of my knowledge and belief. False statements made herein are punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law. Further, the applicant accepts full responsibility for all damage, direct or indirect, of whatever nature, and by whomsoever suffered, arising out of the project described herein and agrees to indemnify and save harmless the State from suits, actions, damages and costs of every name and description resulting from said project. In addition, Federal Law, 18 U.S.C., Section 1001 provides for a fine of not more than \$10,000 or imprisonment for not more than five years, or both, where an applicant knowingly and willfully falsifies, conceals, or covers up a material fact, or knowingly makes or uses a false, fictitious or fraudulent statement.

I hereby authorize the agent named in Number 4 above to submit this application on my behalf.

Date _____ Signature of Owner _____ Title Chairman

Date 6/12/98 Signature of Agent/Contact Person Edward Baisey Title Gate Manager

* For activities located within the Adirondack Park, this is not an application to the Adirondack Park Agency, and is only a notice of availability for review. The Adirondack Park Agency will review this material and contact you for additional information as may be necessary.

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

| |
|--|
| DEC PERMIT NUMBER 8-5799-00001/00007 |
| FACILITY/PROGRAM NUMBER(S) |



| |
|---------------------------------------|
| EFFECTIVE DATE 04/18/06 |
| EXPIRATION DATE(S) 10/31/08 |

TYPE OF PERMIT: New **Renewal** Modification **Permit to Construct** Permit to Operate

- | | | |
|--|--|---|
| <input checked="" type="checkbox"/> Article 15, Title 5: Protection of Waters | <input checked="" type="checkbox"/> 6NYCRR 608: Water Quality Certification | <input type="checkbox"/> Article 27, Title 7; 6NYCRR 360: Solid Waste Management |
| <input type="checkbox"/> Article 15, Title 15: Water Supply | <input type="checkbox"/> Article 17, Titles 7, 8: SPDES | <input type="checkbox"/> Article 27, Title 9; 6NYCRR 373: Hazardous Waste Management |
| <input type="checkbox"/> Article 15, Title 15: Water Transport | <input type="checkbox"/> Article 19: Air Pollution Control | <input type="checkbox"/> Article 34: Coastal Erosion Management |
| <input type="checkbox"/> Article 15, Title 15: Long Island Wells | <input type="checkbox"/> Article 23, Title 27: Mined Land Reclamation | <input type="checkbox"/> Article 36: Floodplain Management |
| <input type="checkbox"/> Article 15, Title 27: Wild, Scenic and Recreational Rivers | <input checked="" type="checkbox"/> Article 24: Freshwater Wetlands | <input type="checkbox"/> Articles 1, 3, 17, 19, 27, 37; 6NYCRR 380: Radiation Control |
| | <input type="checkbox"/> Article 25: Tidal Wetlands | |

| | | | |
|--|----------------------------|---|------------------|
| PERMIT ISSUED TO Keuka Lake Outlet Compact (KLOC) | | TELEPHONE NUMBER 607-738-1547 | |
| ADDRESS OF PERMITTEE 111 Elm Street, Penn Yan, NY 14527 | | | |
| CONTACT PERSON FOR PERMITTED WORK William A. Weber, Chairman KLOC | | TELEPHONE NUMBER 607-738-1547 | |
| NAME AND ADDRESS OF PROJECT/FACILITY North End of Hicks Street where Kimball's Gully enters Keuka Outlet | | | |
| LOCATION OF PROJECT/FACILITY | | | |
| COUNTY Yates | VILLAGE Penn Yan | WATERCOURSE/WATER BODY Keuka Lake Outlet | NYTM COORDINATES |
| DESCRIPTION OF AUTHORIZED ACTIVITY Maintenance dredging of Keuka Outlet . Remove navigational hazard by dredging area 70 feet long by 20 feet wide to a depth of approximately 5 feet and dewater/reuse at upland an upland location within 150 - 200 feet of the dredging site. | | | |
| By acceptance of this permit, the permittee agrees that the permit is contingent upon strict compliance with the ECL, all applicable regulations, the General Conditions specified (see page 2) and any Special Conditions included as part of this permit. | | | |
| PERMIT ADMINISTRATOR Robert I. Shearer | | ADDRESS 6274 East Avon-Lima Road Avon, New York 14414 | |
| AUTHORIZED SIGNATURE  | | DATE 4/18/06 | Page 1 of 4 |

**New York State Department of Environmental Conservation
Division of Water, Region 8**

6274 East Avon-Lima Road, Avon, New York 14414-9519
Phone: (716) 226-2466 FAX: (716) 226-2830
Website: www.dec.state.ny.us



John P. Cahill
Commissioner

July 15, 1999

Bernetta Bourcy, Esq.
Yates County Attorney
226 Main Street
Penn Yan, New York 14527

8078 fax

Dear Ms. Bourcy:

RE: Keuka Lake Flood Project
Kimballs Gully Easement
Keuka Lake Outlet Compact (KLOC)
Penn Yan (V), Yates (C)

You and Philip Bailey, Esq., represented Yates County and the KLOC, respectively, when the county granted an easement to the KLOC. At that time it was understood that this Department was doing an instrument survey which would be used to "perfect" the easement and, if all parties agreed, the county would grant an easement to the State of New York for the flood protection project. All other portions of the flood protection project maintained by the KLOC are upon state flood project easements. This Department is now ready to proceed with the process of obtaining the state easement. I am forwarding your name and address to the Director, Bureau of Flood Protection, Fred Nuffer, as the primary legal contact for Yates County in this process. Mr. Nuffer's telephone number is (518) 457-0832.

I am mailing a copy of the preliminary map prepared by staff of this Department and a copy of easement language which I have recommended from a program perspective. The metes and bounds description can be provided by reference to the map.

It is my understanding that Robert Multer, Chairman, Yates County Legislature, has discussed this with you previously and will do so again. John Andersen, Chairman, KLOC, may call you as well. Some representative of the state will contact you from Albany with a proposed contract which may or may not be appropriate. I understand some of the Albany staff have an idea that the county is transferring property in fee rather than an easement. The Flood Protection Program has only discussed easement with the KLOC and with the county.

I understand the county is now involved with evicting the current corporate resident of the property so there may be further legal procedures unrelated to the flood protection easement, per se, that may delay granting the easement to the state. Of greatest importance, you are going on vacation until July 26, 1999. Have a good time.

Yours truly,

Paul F. Schmied, P.E.
Flood Protection

Enclosures

cc: Robert Multer, John Andersen, William Weber, Connie Hayes
Fred Nuffer, Robin Warrender, Scott Foti

KEUKA LAKE FLOOD CONTROL PROJECT
KIMBALLS' GULLY EASEMENT

Map and description of property which is deemed necessary and to which an easement as hereinafter defined is deemed necessary by the Commissioner of the Department of Environmental Conservation of the State of New York to be acquired in the name of the People of the State of New York for purposes connected with the Keuka Lake Flood Control Project, pursuant to the applicable provisions of Article 16 of the Environmental Conservation Law.

A permanent right, privilege and easement to construct, reconstruct, maintain and operate thereon, a work area, and including the right but not the obligation to: (1) Remove therefrom any or all materials excavated, cut, razed, or torn down from the area described herein, or deposit any material thereon; (2) Protect the bank of Kimballs' Gully Creek by any method deemed necessary by the owner of this easement; (3) Clear and grub of trees, shrubs, brush, debris and structures; (4) Place, keep and operate machines, tools and equipment; (5) Construct channel improvements including and not limited to a debris deposition basin and related facilities connected with the Keuka Lake Flood Protection Project (6) Reconstruct and maintain the road which extends from Hicks Street through the area of this easement including and not limited to the bridge over Kimballs' Creek, including the right at all times of ingress, egress and regress by the State of New York, its assigns and/or their agents, including and not limited to the Keuka Lake Outlet Compact, for purposes connected with the flood control project. Such easement shall be exercised in and to all that piece or parcel of property herein designated as Parcels VI and VII, situate in the Village of Penn Yan, Town of Milo, County of Yates and the State of New York, as above delineated and described as follows:

(The metes and bounds description will be entered here)

Reserving to the owners of any right, title or interest in and to the property described above and such owners, successors or assigns but at such owner's risk, and subject to permit requirements including and not limited to Article 16 of the Environmental Conservation Law and regulations pursuant thereto, the right of using this property, providing such use does not, in the opinion of the Commissioner or his authorized representative acting for the People of the State of New York, or its assigns, interfere with or prevent the use and exercise of the rights hereinbefore described.

Reserving from all of the above described parcel of land, the existing rights of way, if any, of any public service or public utility providing water, sewer, gas, electric, telephone, telegraph or cable television, providing however that the exercise of such right of way does not interfere with or endanger the flood control works or the safe operation thereof.

CONTRACT NO. C00 3567

CONTRACT FOR STATE ASSISTANCE
NONPOINT SOURCE POLLUTION ABATEMENT AND CONTROL PROGRAM

This Contract by and between the

New York State Department of Environmental Conservation
(herein referred to as the "Department")

and the

Lake Outlet Compact
(herein referred to as the "Project Sponsor")

WHEREAS, it is the policy of the State from nonpoint sources of pollution; and

WHEREAS, pursuant to the Law (ECL), the Legislature has authorized a project to cover the costs of implementing nonpoint source abatement programs on non-agricultural

WHEREAS, the Project Sponsor, an entity designated to act on its behalf, or a County (request of a Municipality); and

WHEREAS, as provided by (Appendix D), the Project Sponsor has filed with the Department to make an application and authorized an officer to enter into and execute an agreement for the purpose of receiving the funds; and

WHEREAS, before any funds are expended under this contract, the Department will approve the eligibility and estimated reasonable cost of the Project described in the Scope of Services document (Appendix C) and the amount of State assistance therefore; and

WHEREAS, the Project Sponsor has the legal status necessary to enter into this contract; and

WHEREAS, the Department's execution of this contract is made in reliance upon the information provided by, and representations of, the Project Sponsor in its application and this contract.

NOW THEREFORE, in consideration of the promises and the mutual covenants and conditions contained in this contract, the Department and the Project Sponsor agree as follows:

1. Definitions.
 - a. Terms used in this Contract have the same meaning as set forth in Article 17 of the ECL.
 - b. In addition, other terms in this Contract have the following meanings:

copy all both
PTD

7. The Department will retain ten percent (10%) of each payment made to the Project Sponsor. The retainage (10%) is to be paid to the Project Sponsor when the Project is complete and the Department receives and approves the final Project progress report.
8. Reimbursement shall be made upon audit and approval of the State Comptroller (herein referred to as the "Comptroller") on vouchers executed by an authorized officer of the Project Sponsor. Any claims for reimbursement shall be accompanied by such proofs of cost and payment as may be required by the Department and by the Comptroller. Claims for reimbursement shall be delivered or sent to Department's authorized representative.
9. The Project Sponsor will permit the Department to participate in all its meetings with respect to the Project. The Project Sponsor also agrees to keep accurate records and reports regarding the Project. Upon request of the Department, the Project Sponsor must submit to the Department reports, documents, data, contractual documents, administrative records and other information pertinent to the Project.
10. The Project Sponsor must at all times provide and maintain competent and adequate supervision of the Project. The Project Sponsor is responsible for ensuring that all work conforms to the approved Scope of Services document and must certify to the Department that all work was completed in accordance with Department approved plans and specifications as a condition of payment.
11. The Project Sponsor agrees to advertise for and solicit Project bids within a reasonable time after receipt of the Department's approval of the Scope of Services. The Project Sponsor further agrees to award Project contracts within a reasonable time after opening the bids and determining the lowest responsive/responsible bidder.
12. The Project Sponsor agrees to resolve all bid protests and to notify the Department of each bid protest and how it was resolved.
13. The Project Sponsor represents that it has or will obtain the title to or sufficient interest in the Project site, including rights-of-way and necessary easements, before the start of the Project to ensure undisturbed use and possession for purposes of construction and completion of the Project.
14. The Project Sponsor agrees that it is fully responsible for the operation, maintenance and monitoring of the Project.
15. The Project Sponsor agrees that all work performed in relation to the Project by the Sponsor or its agents, representatives, or contractors will conform to applicable Federal, State and local laws, ordinances, rules and regulations and standards.
16. Any cost overruns will not be paid by the Department and the Department is not committed to seeking funds to pay for such cost overruns.
17. The Project Sponsor shall not at any time sell or convey any property or facility developed pursuant to this Contract nor shall it convert the property or facility funded by this Contract to some other use without the express written authority of the Department.
18. The Project Sponsor shall issue a certificate of completion of the Project and send a final voucher to the Department within 30 days of the issuance of the certificate. Within 60 days of receiving such notice, the Department may conduct a final review of the Project including but not be limited to an on-site inspection at a time satisfactory to the Department.

22. For projects costing greater than \$50,000, the Project Sponsor must require each Project construction contractor or subcontractor to provide specific performance and payment bonds in amounts not less than the contractor's or subcontractor's contract price. These bonds must remain in effect for one year beyond the date of final inspection and acceptance by the Project Sponsor of any work under such contract. The project Sponsor must participate in the Flood Insurance Program if any permanent construction is located in a flood hazard area defined by the Dept. of Housing and Urban Development.
23. The Project Sponsor agrees to expend funds provided under this contract strictly in accordance with the Department approved Scope of Services document, the provisions of the New York State ECL, the State Finance Law and the General Municipal Law, Appendices A and B, and all applicable rules and regulations thereunder. If the Project Sponsor fails to comply with any of these requirements, the Department may, upon reasonable notice, in writing, withhold in whole or part payments to the Project Sponsor pending compliance.
24. The Project Sponsor agrees to indemnify, save, and hold harmless the State and the Department in accordance with Clause II of Appendix B.
25. If monies paid to the Project Sponsor under this contract are to be used for the development of facilities, the Project Sponsor agrees to comply with all requirements for providing barrier free access for the handicapped as established by Article 4A of the New York State Public Buildings Law and relevant sections of the New York State Uniform Fire Prevention and Building Code.
26. Facilities, documents, or services developed, or equipment purchased pursuant to this contract shall be made available, upon request, for inspection by the Department at any reasonable time.
27. In recognition of the State or Federal Assistance provided under this Contract, the Project Sponsor shall ensure that any identifying signs that relate to this Project will note that portions of the Project were assisted by the State of New York and/or the federal government. In recognition of the provision of State or Federal assistance for the Project, the Project Sponsor agrees to give the Department and/or the federal government appropriate credit for its support in documents or publications resulting from this Project.
28. Title to and the right to determine the disposition of any copyrights, or copyrightable materials, first produced or created in the performance of this Project remains with the Project Sponsor provided that the Project Sponsor will grant to the Department an irrevocable, royalty-free, non-exclusive right to reproduce, translate, and use all such material for its own purposes.
29. Appendices A, B, C, D, E and F are attached to and made a part of this contract.
30. The Project Sponsor agrees that it will not receive reimbursement for any expenditures funded under this contract from sources other than those identified in the approved Scope of Services document as the source of the project match.
31. The Project Sponsor stipulates that it will adhere to the MacBride Fair Employment Principles as prescribed under Section 174-b of the State Finance Law. In so stipulating, the Project Sponsor states that it either:
 - a. Has no business operations in Northern Ireland, or