

FEDERAL-AID LOCAL PROJECT
Inter Municipal Agreement
RELEASE TO PERFORM CONTRACT WORK ON PUBLIC LAND
PROJECT IDENTIFICATION NUMBER: PIN 5760.85
PROJECT NAME: Town of Pendleton Recreational Pathways Expansion Project, TEP
LOCATION: Town of Pendleton, Niagara County, New York

The County of Niagara, undersigned owner of public land that is located along CR 20, Townline Road, hereby grants permission and gives consent to the Town of Pendleton or its contractors or designees, to enter onto the property identified above in connection with the above referenced contract for the purpose(s) identified below.

This permission is granted with the understanding that such work shall be limited to:

- Access to the lands on CR 20 and as noted in the Highway Plans for purposes of completing construction of transportation facility (*in this case, a painted trail crossing with associated signing*) shown on the plan for public use;
- Site restoration and turf re-establishment.

The work is scheduled to occur between the months of May, 2018 and September, 2018. The Town of Pendleton will contact the County of Niagara if these dates change.

Whereas the Town of Pendleton and the County of Niagara are both acceptable project applicants and sponsors of federal aid highway projects as determined by the New York State Department of Transportation (NYSDOT),

Whereas the construction of the transportation facility (i.e. trail crossing) is expected to have a useful life of 20 years from the expected date of completion, September 2018, and this agreement will have a 20 year term to coincide with the useful life of the transportation facility,

Whereas the Town of Pendleton is responsible for providing any local funding shares needed in reference to this federally funded project,

Whereas the Town of Pendleton will own the trail to be constructed to the east of CR 20 and will have maintenance responsibility for the trail (as shown on attached map) upon completion of the project, to include all striping and signage throughout the trail,

Whereas this Inter-Municipal agreement will be part of the New York State Local Agreement for this project, signed by the Town of Pendleton and the State of New York,

Whereas areas adjacent to proposed improvements which may be disturbed by construction of this project will be restored to original condition as determined by the contract documents,

Whereas the indemnification/liability for the noted work during the period of construction will be the responsibility of the Town of Pendleton, and the indemnification/liability for the noted work after construction is completed will be the responsibility of the Town of Pendleton for the segment within the Town of Pendleton,

Whereas the County of Niagara will assume no liability whatsoever in connection with the work during the period of construction or the noted work after construction is completed,

Whereas the Town of Pendleton will indemnify the County of Niagara, their officers, agents and employees, and shall hold them harmless from any and all risks of every kind, nature and description resulting from or relating to the noted work during the period of construction, the noted work after construction is completed, and the use of the trail throughout the term of this agreement,

Whereas this agreement and the work constructed by this agreement and the State Local Agreement entered into with the Town of Pendleton is non-revocable by either party, except for extenuating circumstances such as the federal funding not being available, or where the federal funds used to construct the improvements are returned to the federal government, or if federal approval is granted to discontinue this agreement,

Whereas this agreement will not be superseded without consent of the NYSDOT,

Whereas this agreement will be recorded in the Niagara County Clerk's office, by the project sponsor, with illustration or mapping,

Therefore, the undersigned parties do agree to the terms and conditions stated above.

Town of Pendleton (MUNICIPALITY SPONSORING THE PROJECT)

Printed Name	Signature	Date
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STATE OF NEW YORK
COUNTY OF _____) ss.:

On the _____ day of _____ in the year _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(Notary Public)

County of Niagara (MUNICIPALITY OWNING LAND ON WHICH PART OF PROJECT WILL BE CONSTRUCTED)

Printed Name	Signature	Date
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STATE OF NEW YORK
COUNTY OF _____) ss.:

On the _____ day of _____ in the year _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(Notary Public)