

COOPERATIVE AGREEMENT

BETWEEN
THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION,
THE NEW YORK STATE OFFICE OF PARKS, RECREATION, AND HISTORIC
PRESERVATION,
and
THE FRIENDS OF THE GENESEE VALLEY GREENWAY, Inc.

This Agreement is made by and between the New York State Department of Environmental Conservation (“Department”), with its principal office at 625 Broadway, Albany, New York 12233-0001, the New York State Office of Parks, Recreation, and Historic Preservation (“Parks”), with its principal office at Agency Building 1, Empire State Plaza, Albany, New York 12238, and the Friends of the Genesee Valley Greenway, Inc. (“Friends”) with its office at 6111 Visitor Center Road, Mount Morris, New York 14510-0042.

WITNESSETH

WHEREAS, the Department and Parks are the owners in fee of certain real property known as the Genesee Valley Greenway (“Greenway”); and

WHEREAS, one of the Department’s missions, pursuant to Environmental Conservation Law Section 1-0101 (2), is to improve and coordinate the environmental plans, functions, powers, and programs of the state, in cooperation with the federal government, regions, local governments, other public and private organizations, and the concerned individual; and to develop and manage the basic resources of water, land, and air to the end that the state may fulfill its responsibility as trustee of the environment for the present and future generations; and

WHEREAS, pursuant to subdivision 6 of Section 3.09 of the New York Parks, Recreation and Historic Preservation Law (PRHPL), State Parks is authorized to "encourage, promote, and engage in

cooperative recreational, educational, historic and cultural activities, projects and programs undertaken by any federal, state or local governmental agency or private philanthropic or non-profit interest for the benefit of the public"; and,

WHEREAS, the Friends is a Type B Corporation under Section 201 of the Not for Profit Corporation Law of the State of New York, whose mission is to establish and maintain a public, multi-use trail and natural corridor along the abandoned Genesee Valley Canal and its successor, the Pennsylvania Railroad, Rochester Branch, from the Erie Canal Heritage Trail in Rochester, to Hinsdale, Cattaraugus County; and

WHEREAS, the Department, Parks, and the Friends (referred to collectively herein as the "Parties") have mutual and complementary interests in the development, interpretation, operation, maintenance, and long term management of the Greenway and the preservation of historic and cultural resources associated with the Greenway, and the Parties desire to cooperate with one another in the development and implementation of a Management Plan (the "Plan") to accomplish this goal.

NOW, THEREFORE, the Parties agree as follows:

1. **Term.** The term of this Agreement is five (5) years from the date provided hereunder, unless sooner terminated pursuant to the provisions of Section nine (9) of this Agreement.
2. **Greenway Management Plan.** (a) The Department, Parks, and Friends will cooperate in the development, operation, maintenance, and interpretation of the Greenway, all in accordance with the Plan.

(b) As owners of the Greenway and on behalf of the People of the State of New York, the Department and Parks will have primary responsibility to develop, implement, and amend the Plan.

(c) All amendments to the Plan shall be jointly reviewed by the Parties; however, the Department and Parks shall have final approval of the Plan.

3. Implementing the Plan. (a) The Parties agree to consult with one another and, if necessary, obtain approval from Parks and/or the Department, before conducting or undertaking activities in accordance with the Plan.

(b) The Parties shall jointly review all plans for construction, installation, and modification of all facilities and improvement to the Greenway. The Department and Parks shall provide final approval of all plans for construction, installation, and modification of all facilities and improvements to the Greenway on lands under their respective jurisdictions after joint review is complete. The initiator of a project shall provide the other parties 48 hours notice prior to commencing construction on the project.

(c) The Department and Parks shall be responsible for maintenance, inspection, and repairs to major structures such as bridges and culverts on lands under their respective jurisdictions.

(d) The Parties shall be responsible for identifying historic structures on the Greenway. Decisions involving repair of the historic structures shall be made in conformance to the Secretary of Interior's Standards and Guidelines for Archeology and Historic Preservation by joint agreement of the Parties.

4. Meetings. (a) The Parties acknowledge that open and frequent communication is essential to the effective and cooperative management of the Greenway. As such, the Parties agree to provide each other timely advance notice of pertinent meetings regarding the Plan and Greenway management in general. The Parties agree to provide each other the opportunity to attend and contribute to any such meetings.

(b) The Parties will meet at least quarterly to keep each other informed of plans and activities regarding the Greenway. Any party may request additional meetings if the need arises between quarterly meetings.

5. Funds, Financial Reporting. (a) The Parties will cooperate in obtaining funds for the development, operation, maintenance, and interpretation of the Greenway. The Department and Parks will be responsible for the administration of their respective budgetary funds and will consult with the Friends concerning expenditures. The Friends will administer any grant funds it obtains on behalf of the Greenway and will coordinate with the Department and Parks regarding expenditures contemplated.

(b) The Parties shall cooperatively develop, on an annual basis, during each January, a work-plan and proposed budget with funding sources, for operation, maintenance, interpretation and development of the Greenway.

(c) The Parties agree to provide one another with information regarding their respective annual operating and capital budgets and expenditures to the extent such is available, in support of the Greenway in a timely manner and in a manner that is consistent with New York State finance law. On an annual basis, the Friends shall supply the Department and Parks a copy of their NYS Department of State Charities Registration Report.

(d) In accordance with the Friend's By-laws, all funds and property received by the Friends shall be utilized for the benefit of the Greenway.

6. Security, Law Enforcement, and Emergency Services. The Department and Parks shall have responsibility for enforcing the laws and regulations applicable to the Greenway on lands under their respective jurisdictions. The Department and Parks may cooperate with one another and other enforcement agencies to enforce laws and regulations applicable to the Greenway on the others' lands. The Friends shall cooperate with officials, offices, and agencies regarding security and emergency services on the Greenway, report apparent violations to the appropriate agency, and educate trail users of allowable uses and the rules and regulations associated with the Greenway.

7. Signs, Publications, Media

(a) The Friends, Parks and DEC shall be identified on signs, publications, and pamphlets relating to the Greenway.

(b) The content and distribution of publications, and pamphlets about the Greenway developed by the Parties shall be subject to joint review by the Parties.

(c) The content and location of all signs on or affecting the use of the Greenway shall be developed in accordance with the Signage Policy contained in the Plan and shall be subject to joint review by the Parties. The Department and Parks shall have final approval on all matters relating to signs.

8. Volunteers. (a) The Department, Parks, and the Friends will encourage, assist, and recognize volunteer citizen involvement in the development, interpretation, operation, and maintenance of the Greenway.

(b) Individuals and organizations who maintain portions of the Greenway will sign an Adopt a Trail Agreement with the Parties. The Department and Parks agree, during the period of service, to provide volunteers with Worker's Compensation coverage to the extent provided by law. Any injury resulting from operation, maintenance, development and/or monitoring of the Greenway shall be promptly reported to the appropriate agency, the Department or Parks, who shall process a claim under the Worker's Compensation Law.

(c) The Friends shall coordinate volunteer activities and the Adopt a Trail Program. Copies of Adopt a Trail Agreements, Volunteer Service Forms, and Adopt a Trail Work Report Forms will be promptly forwarded to the Department and Parks. Volunteer Service Forms will be submitted on an annual basis.

(d) The parties shall coordinate in advance of special events to determine whether or not the purchase of liability insurance by Friends is necessary or desirable to adequately protect the interests of the parties.

9. Terminating This Agreement. Any party to this Agreement may terminate the Agreement at any time after thirty (30) days written notice to the other parties. Such written notice shall be preceded by discussion between the Parties concerning the reasons for such notice. This Agreement shall terminate automatically in the event of the dissolution of the Friends

10. Notice. Any notice permitted or required under this agreement shall be addressed as follows:

To the Department, Region 8 at:
Supervisor of Natural Resources
6274 East Avon-Lima Road
Avon, New York 14414
(585) 226-2466

To the Department, Region 9 at:
Supervisor of Natural Resources
182 East Union, Suite 3
Allegany, New York 14706-1328
(716) 372-0645

To Parks, Genesee Region at:
General Park Manager
Western District, Genesee Region
1 Letchworth State Park
Castile, New York 14427-1124
(585) 493-3600

To Parks, Allegany Region at:
Assistant Regional Director
Western District, Allegany Region
Allegany State Park
RD 1
Salamanca, New York 14779
(716) 354-9101

To the Friends at:

President of the Friends
Post Office Box 42
6111 Visitor Center Road
Mount Morris, New York 14510-0042
(585) 658-2569

11. Revisions. This Cooperative Agreement may be revised as necessary by the mutual, written consent of all the parties.

This Cooperative Agreement is approved and executed by the parties hereto this 25th day of May, 20005.

IN WITNESS WHEREOF: the parties have caused this Agreement to be executed by their respective representatives.

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

By: _____
Nancy Lussier, Director
Division of Management and Budget Services

NEW YORK STATE OFFICE OF PARKS, RECREATION AND HISTORIC PRESERVATION

By: _____
Christopher M. Pushkarsh
Executive Deputy Commissioner

FRIENDS OF THE GENESEE VALLEY GREENWAY

By: _____
Edward D. Holmes
President, Friends of the Genesee Valley Greenway, Inc.