

LOCAL ASSISTANCE AGREEMENT

THIS Agreement by and between the New York State Department of Environmental Conservation (herein referred to as the "DEPARTMENT") with offices at 625 Broadway, Albany, New York 12233 and the Lake Colby Association (herein referred to as the "RECIPIENT") with offices located at P.O. Box 934, Saranac Lake, New York 12983.

WITNESSETH:

WHEREAS funds have been appropriated to the DEPARTMENT, or reappropriated to the DEPARTMENT, by a Section of the Laws of 2002.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and conditions contained in this Agreement, the DEPARTMENT and the RECIPIENT agree as follows:

1. TERM: The term of this Agreement shall commence on April 1, 2002 and shall terminate on August 15, 2004 with the last year being conditioned upon the funds being reappropriated to the DEPARTMENT by the laws of 2003.
2. AGREEMENT AMOUNT AND PROJECT DESCRIPTION: The DEPARTMENT agrees to make available to the RECIPIENT a sum not to exceed \$30,000.00 (THIRTY THOUSAND dollars and 00/100) to support the milfoil control program (herein referred to as the "PROJECT") and described in the Program Narrative, Schedule A, which is attached to and made a part of this Agreement.
3. AGREEMENT BUDGET: An estimated budget for the PROJECT labeled "Schedule B Estimated Budget" is attached to and made a part of this Agreement. The RECIPIENT shall spend funds paid to it under this Agreement in strict accordance with Schedule B. The RECIPIENT agrees to expend these funds in total accord with all applicable laws, rules and regulations. A RECIPIENT who is a municipality also agrees to expend these funds in total accord with the provisions and rules and regulations of the General Municipal Law. A RECIPIENT who is a Not-For-Profit also agrees to expend these funds in total accord with the provisions and rules and regulations of the General Business Law.
4. INITIAL ADVANCE PAYMENT: The sum of \$22,500.00 (TWENTY-TWO THOUSAND FIVE HUNDRED dollars and 00/100) shall be advanced to the RECIPIENT upon execution and approval of this Agreement.
5. FINAL PAYMENT: A final payment of up to \$7,500.00 (SEVEN THOUSAND FIVE HUNDRED dollars and 00/100) may be paid to the RECIPIENT by the DEPARTMENT only upon the satisfactory determination of the final eligible amount made by the DEPARTMENT. Determination of the final eligible amount of the PROJECT will be based upon the DEPARTMENT'S review of the RECIPIENT'S final voucher submission as described in the REIMBURSEMENT REQUEST REQUIREMENTS issued by the DEPARTMENT.

6. ELIGIBLE EXPENDITURES: Eligible expenditures for the PROJECT are those expenditures which are identified in the attached Schedule B and which are in accordance the applicable appropriation authority.
7. Any cost overruns will not be paid by the DEPARTMENT and the DEPARTMENT is not committed to seeking additional appropriations or allocation of funds and will not be responsible for the maintenance and operation of any facility which may be developed or equipment which may be purchased with the funds herein identified.
8. Payment shall be made upon audit and approval of the State Comptroller (herein referred to as the "COMPTROLLER") of vouchers executed by an authorized officer of the RECIPIENT. Any claims for reimbursement shall be accompanied by such receipts and documents verifying expenditures as may be required by the DEPARTMENT and by the COMPTROLLER.
9. The RECIPIENT shall issue a certificate of completion of the PROJECT and a final voucher to the DEPARTMENT within 30 days of the completion of said PROJECT or within 30 days of the expiration of this Agreement. The DEPARTMENT will conduct a final review of the PROJECT, which may include an on-site inspection, at a time satisfactory to the DEPARTMENT. If the PROJECT is not complete by the ending date of the contract, the DEPARTMENT may request a complete accounting of expenditures on the PROJECT.
10. The RECIPIENT will be required to make a refund to the DEPARTMENT of any portion of amounts advanced under this agreement which are not used or needed to accomplish the PROJECT, based on the DEPARTMENT'S determination. If the RECIPIENT fails to submit a final report within ninety (90) days after the expiration of this agreement, further reimbursements may be withheld by the DEPARTMENT, and all funds previously advanced under this agreement may be due and owing.
11. The RECIPIENT shall keep accurate and separate accounting and fiscal records, maintain an efficient and accurate cost keeping system for all receipts and disbursement of all funds attributable to this Agreement. The RECIPIENT shall produce such records for examination at such reasonable time or times as may be designated by the DEPARTMENT and/or the COMPTROLLER or their duly authorized representatives. The RECIPIENT shall permit extracts therefrom and copies thereof to be made by the DEPARTMENT or the COMPTROLLER or their duly authorized representatives.
12. The RECIPIENT shall complete the PROJECT as set forth in this Agreement, and failure to render satisfactory progress or to complete the PROJECT to the satisfaction of the DEPARTMENT may be deemed an abandonment of the PROJECT and cause for the suspension or termination of any obligation to the DEPARTMENT. In the event the RECIPIENT should be deemed to have abandoned the PROJECT for any reason or cause other than a national emergency or an Act of God, all monies paid to the RECIPIENT by the DEPARTMENT shall be repaid to the DEPARTMENT within one year after such demand. If such monies are not repaid within one year after such demand, the Commissioner of the DEPARTMENT may request the COMPTROLLER to cause an amount equal to the monies defined herein and paid to the RECIPIENT to be

withheld from any state assistance provided through the DEPARTMENT to which the RECIPIENT would otherwise be entitled. This provision shall take precedence over Clause I of Appendix B referred to in paragraph 18 of this Agreement.

13. The RECIPIENT agrees to indemnify, save and hold harmless the State of New York and the DEPARTMENT in accordance with Clause II of Appendix B, referred to in paragraph 18 of this Agreement.
14. In the event the monies defined herein are to be used for the development of facilities, the RECIPIENT shall 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.
15. The RECIPIENT is nonsectarian and shall not at any time sell or convey any real property or facility developed pursuant to this Agreement, nor shall the RECIPIENT convert such real property or facility to any other use other than the public nonsectarian use as specified in the program narrative without the express written authority of the DEPARTMENT.
16. Facilities developed or equipment purchased pursuant to this Agreement, upon request, shall be made available at any reasonable time for inspection by the DEPARTMENT.
17. In recognition of a portion of DEPARTMENT funds made available for the PROJECT, the RECIPIENT agrees that any identifying signs will note that portions of this PROJECT were funded by New York State. In addition, the RECIPIENT agrees to allow public access to any facilities developed with monies defined herein on the same basis to all residents of New York State for a period not less than five (5) years after the date of final payment under this Agreement or five (5) years after the date that the final payment was due. Failure to comply with the provisions of this clause shall be considered an abandonment of the PROJECT.
18. Appendices A and B are attached to and made a part of this Agreement.
19. This Agreement shall not take effect until it is approved by all state agencies concerned.
20. The RECIPIENT agrees that it will not receive reimbursement from other sources for any expenditures funded under this Agreement except in accordance with the provisions of this Agreement.
21. Any equipment, furniture, supplies or other property purchased with funds provided hereunder, cannot be sold, transferred or used for purposes other than stated in this Agreement for a period not less than five (5) years after the date of final payment under this Agreement or five (5) years after the date that the final payment was due, without the written approval of the DEPARTMENT.

22. The RECIPIENT agrees to obtain all required permits, including but not limited to local, state, and federal permits, prior to the commencement of the applicable stage(s) of the PROJECT development.
23. The state will not be liable for payments pursuant to any agreement, grant or agreement made pursuant to an appropriation in any account of this fund if insufficient monies are available for transfer to such account of this fund after required transfers pursuant to section 99-d(3) of the State Finance Law.