



## Hudson River Valley Greenway

Dear

Mr. Dan Carpenter, Village Mayor and Thomas Richardson, Chair of the Historic Hudson-Hoosic Rivers Partnership

This Letter of Understanding sets forth the responsibilities of the Hudson River Valley Greenway (the “Greenway”) and the Historic Hudson-Hoosic Rivers Partnership (“the Partnership”) regarding installation by the Greenway of an Empire State Trail Trailhead on lands owned by the Partnership.

### Overview

- New York State is creating the Empire State Trail, a 750-mile trail for pedestrians and bicyclists across New York State that will connect New York City to Canada (though the Hudson and Champlain Valleys) and Buffalo to Albany (along the Erie Canalway Trail).
- As part of the Empire State Trail initiative, New York State has appropriated funds for the construction of Trailheads along the Empire State Trail route. The purpose of the Trailheads is to welcome and provide information to visitors about the trail. Each trailhead will be situated near existing public parking, allowing trail users to park a vehicle to begin or end their trip.
- The Trailheads will be passive facilities, which will include some or all of the following amenities: welcome and wayfinding signage; informational panels; bicycle racks; a bicycle fix-it station, one or more benches, and installation of shade trees or minor landscaping as appropriate. Small concrete pads may be installed to accommodate installation of user amenities such as bike racks and fix-it stations. The project will not involve significant grading, earthwork, or disturbance and will place trail user amenities in the landscape rather than alter the site in any significant way.
- The Greenway, the municipality and the Partnership are entering into a partnership to develop an Empire State Trail Trailhead on lands owned by the Partnership at Fort Hardy Park, Village of Schuylerville, NY. The Trailhead’s specific location, amenities, and layout are depicted in Attachment 1 (SKCs 1-3, A1-A9). The Greenway will install the Trailhead amenities at state expense. Once installation is completed, the municipality and the Partnership shall accept ownership of the improvements and are responsible for future maintenance.

### The Parties’ Responsibilities

1. **Project Approval.** The Partnership grants permission to the Greenway to install the Empire State Trail Trailhead amenities described in Attachment 1 (SKCs 1-3, Amenities A1-A9) on the Partnership's property. This approval is a temporary authorization by the Partnership granting access to the Greenway and its contractors to enter onto the Partnership's property to complete the project (including authorization for the Greenway to temporarily restrict public access to the trailhead area for safety reasons during construction activities). The Greenway is not granted any other real estate rights to the Partnership's property, and the Partnership's approval does not constitute an encumbrance on or with respect to the Partnership's property.
2. **Trailhead Design and Construction Process.** The Greenway, the municipality and the Partnership will collaborate to finalize the Trailhead design, with support from the Greenway's consultant, Alta Planning + Design. After the design has been finalized, the Greenway will enter into a contract with a qualified contractor to complete the Trailhead installation. The Greenway will keep the Partnership informed of all stages of project installation, from pre-construction through project completion.
3. **Design and Installation Costs.** The Greenway is solely responsible for all costs incurred in designing, installing, and inspecting the Trailhead (the Partnership will not be responsible for any costs for completing the project). The Greenway will directly make payments to all design, construction, and inspection firms the Greenway engages to complete the project.
4. **Project Acceptance and Future Maintenance and Operation.** Upon completion of the Trailhead installation, the Partnership accepts ownership of the improvements and the municipality is responsible for future maintenance and operation of the Trailhead amenities and area. The Partnership agrees to allow public access to the Trailhead amenities, subject to reasonable restrictions imposed by the Partnership (in the way of example, the Partnership will determine whether the Trailhead area is open 24 hours per day or is posted for dawn to dusk use only).
5. **Future Replacement of Amenities.** The Greenway will incorporate durable materials and amenities in the Trailhead design. Eventually, however, various Trailhead amenities may need to be replaced. The Partnership has the right but not the obligation to repair or replace Trailhead amenities. The Greenway will make best efforts to participate in updates to the Trailhead, but cannot formally make future funding commitments. In the event neither the Partnership nor the Greenway can allocate future funding, the Partnership shall have the right to remove any deteriorated or unsafe Trailhead amenities.
6. **As has been agreed by HRVG, the Partnership and Village of Schuylerville, upon signature of this Letter of Understanding the Partnership agrees to the conditions set forth in adherence to the outline Empire State Trail Mandate provisions as presented for moving the trailhead to the "preferred location".** 1) Commit to a parking area adjacent

to trailhead 2) ADA compliance in providing connector paths from said parking area to Trailhead and from Trailhead to the Empire State Trail that is scheduled for construction during summer of 2019 by the Partnership and community 3) the area highlighted in pink in SK1 provided by the contracted designers the LA Group by the Partnership for additional fill as HRVG is not providing extensive earthworks in the extent as is necessary to accommodate this preferred location. The fill will need to be compacted and allowed to settle for an inspection date within the 2020 construction phase of the Trailheads Project sponsored by HRVG scheduled to be let in June 2019. Prior to the construction phase and must be deemed acceptable and sound by the construction management subcontractor for construction of the Trailhead and accompanying amenities. Conditions: Should the project of the Champlain/Canalway Trail Segment stall or not maintain funding to progress in accordance with the above HRVG will provide the following amenities: Bike racks (3), a bike fixit station, an informational panel dedicated to the Trailhead location (1), and a Vehicle Entry Sign (1) to the Partnership for installation at their own cost and timeline.

7. Project Points of Contact.

- The lead contact for this project at the Greenway is: Andy Beers, Executive Director, (518) 473-3835, [Andy.Beers@hudsongreenway.ny.gov](mailto:Andy.Beers@hudsongreenway.ny.gov), 625 Broadway, 4<sup>th</sup> floor, Albany, NY 12207
- The lead contact for this project at the Municipality is: Dan Carpenter, Village Mayor, (518) 695-3881, [dcarpenter@villageofschuylerville.org](mailto:dcarpenter@villageofschuylerville.org), 35 Spring Street Schuylerville, NY 12871
- The lead contact for this project at the Partnership is: Drew Alberti, Administrator, Historic Hudson-Hoosic Rivers Partnership, [admin@hudsonhoosicpartnership.org](mailto:admin@hudsonhoosicpartnership.org)

8. Environmental Review. The Greenway is responsible for fulfilling the requirements of the State Environmental Quality Review Act (SEQRA) that apply to the project, and for securing any applicable state or federal permits or approvals (to the extent any approvals are required).

9. Project Schedule. During calendar year 2019, the Greenway will secure a private contractor to install the Trailhead improvements. The Greenway's goal is to complete the Trailhead installation by December, 2019 (in the event unforeseen circumstances delay the project, installation will be completed no later than the fall of 2020).

10. Indemnification and Insurance. The Greenway shall require its contractors to name the Partnership as an additional insured on any policies of insurance required under the Greenway's contracts relating to the design and installation of the Trailhead project. In addition, the Greenway will require the contractors to indemnify, defend and hold the Partnership harmless to the same extent it/they indemnify, defend and hold the Greenway harmless.

11. Termination. The Partnership or the Greenway may terminate this Letter of Understanding by giving the other party thirty (30) days written notice prior to the date of termination.

Sincerely,



Andy Beers  
Director, Empire State Trail  
Hudson River Valley Greenway

Date: 02/21/2019

Terms and Conditions of this Letter of Understanding Acknowledged by the Historic Hudson-Hoosic Rivers Partnership and the Village of Schuylerville.

By: \_\_\_\_\_

Dan Carpenter, Village Mayor

Date: \_\_\_\_\_

By: \_\_\_\_\_

Thomas Richardson, Chair of the Historic Hudson-Hoosic Rivers Partnership

Date: \_\_\_\_\_