

**A G E N D A**  
**FINANCE COMMITTEE**  
**FEBRUARY 6, 2008**

- 1) The Committee requested Marilyn VanDyke, of the Warren County Historical Society, provide a status report on the Warren County History book.
- 2) Request for Transfer of Funds attached for committee approval. Supervisory committee approval has been obtained as necessary.

3) **Referrals from the Human Services Committee:**

**Office for the Aging:**

Amending the 2008 County budget to increase estimated revenues and appropriations in the amount of \$46,667 to expend Title IIIIE carry-over funds.

4) **Referrals from the Public Safety Committee:**

**Fire Prevention & Building Code Enforcement:**

A) Amending the 2008 County budget to increase estimated revenues and appropriations in the amount of \$14,000 to purchase a County vehicle.

**Sheriff & Communications:**

B) Amending the 2008 County budget to increase estimated revenues and appropriations in the amount of \$19,300 for equipment purchases.

5) **Referrals from the Public Works Committee:**

**Airport:**

A) Increasing Capital Project No. H279.9550 280-Construct Runway 12-30 Rehabilitation, in the amount of \$1,481,211 to award contracts and commence project, with the source of funding to be the FAA Grant in the amount of \$1,410,000; New York State Department of Transportation (NYSDOT) Grant in the amount of \$37,105; and a transfer from A9950.910-Transfers-Capital Projects in the amount of \$34,106.

B) Increasing Capital Reserve Project No. H264.9550 280-Construction of Runway 1 Safety Area, in the amount of \$110,000 for wetland mitigation design and construction monitoring services, with the source of funding to be the FAA Grant in the amount of \$104,500; NYSDOT Grant in the amount of \$2,750; and a transfer from A9950.910-Transfers-Capital Projects in the amount of \$2,750.

**DPW:**

C) Increasing Capital Project No. H259.9550 280-Grist Mill Bridge over Stony Creek, in the amount of \$53,570 to advance the ROW (Right of Way) phase of the project, with the source of funding to be by the Supplemental Agreement to the Master Agreement. No local match is required at this time.

- D) Increasing Capital Project No. H258.9550 280-Tannery Road Bridge over Stony Creek, in the amount of \$61,500 to advance the ROW (Right of Way) phase of the project, with the source of funding to be by the Supplemental Agreement to the Master Agreement. No local match is required at this time.
- 6) **Referral from the Social Services Committee:**  
Amending the 2008 County budget to increase estimated revenues and appropriations in the amount of \$50,000 to support two temporary Clerk positions, one in Medicaid and one in Food Stamps, using Food Stamp Bonus funding of \$25,000 and Medicaid Administration funding.
- 7) **Referrals from the Tourism Committee:**  
Amending the 2008 County budget to increase estimated revenues and appropriations in the amount of \$2,840 to reflect receipt of Consumer Show brochure distribution.
- 8) **Referral from the Commissioner of Administrative & Fiscal Services:**  
Authorizing payment for further engineering services in connection with the proposed Health and Human Services building project in an amount not to exceed \$20,000.
- 9) Paul Dusek, County Attorney, has requested permission to address the Committee regarding the following:  
A) The issue of forest preserve taxation and the need to hire an attorney.  
B) The Conservation Easement for the Gaslight Village property and finalizing the purchase.
- 10) **Other resolutions requiring action:**  
A) Authorizing agreement with the City of Glens Falls for capital improvements and operation and maintenance for various recreational facilities, in the amount of \$172,411 (\$150,000 plus \$22,411 in unexpended funds from the 2006 contract).  
B) Authorizing agreement with Comlinks Cooperative Gleaning Program in the amount of \$4,000 for 2008.  
C) Authorizing agreement with Warren/Washington Counties Homeless Youth Coalition for 2008 financial support in the amount of \$25,000.  
D) Authorizing agreement with Saga City and Warren County-Glens Falls Sister City Organization in the amount of \$5,000 for 2008.

- E)** Authorizing agreement with the Warren County Economic Development Corporation in the amount of \$300,000 to support 2008 economic development programs.
  - F)** Authorizing agreement with the Warren County Historical Society regarding production of local history book of Warren County and historical/educational programs.
- 11)** Finance Committee action is required on the following items if approved by the Personnel Committee: Item Nos. 1A, 1B, 2E, 2F, 2G, 2H, 2I, 2J, 2K, 2L, 4A, 4C, 5H, 7A, 7B, 7C, 7D, 7E, 7F, 7G, 7H, 7I, 7J, 7K and 9.

# RESOLUTION REQUEST FORM NO. 10

## Request for Transfer of Funds

**TO:** JOAN SADY, CLERK, WARREN COUNTY BOARD OF SUPERVISORS

**FROM:** WESTMOUNT HEALTH FACILITY

**SIGNED:** \_\_\_\_\_

**DATE:** JANUARY 25, 2008

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
EF.73800.2900 437	Social Services Consulting	EF.73800.5830 220	Social Services Office Equipment	\$700.00

Please state reason for transfers requested: Workstation

Insufficient funds.

### CONTINGENT FUND TRANSFER REQUESTS

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
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Please state reason for transfer request:

Please file original request with Clerk of the Board and retain copy for your records.

REQUEST FOR TRANSFER OF FUNDS

TO: JOAN SADY, CLERK, WARREN COUNTY BOARD OF SUPERVISORS

FROM: Public Works

Name of Department

SIGNED: *William E. Lamy* DATE: 1/31/2008  
Co. Supt. Public Works

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
D.5112 8100 280	County Road-CR#17 Haviland/Meadowbrook Rd.	DM5130 260	Road Machinery-Other Equipment	100,000.00

Please state reason for transfers requested:

For purchase of equipment not bondable

CONTINGENT FUND TRANSFER REQUESTS

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
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Please state reason for transfer request:

Please file original request with Clerk of the Board and retain copy for your records.

REQUEST FOR TRANSFER OF FUNDS

TO: JOAN SADY, CLERK, WARREN COUNTY BOARD OF SUPERVISORS

FROM: Public Works

Name of Department

SIGNED: *William E. Gandy* DATE: 1/29/2008  
Co. Supt. Public Works

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
D.5112.8036 280	County Road-CR#12- Hadley Road	D.5112.8006 280	County Road-CR#3 Warrensburg Road	129,348.00

Please state reason for transfers requested:

.5 Miles Reconstruction, Guiderail and Bank Stabilization

CONTINGENT FUND TRANSFER REQUESTS

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
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Please state reason for transfer request:

Please file original request with Clerk of the Board and retain copy for your records.

## RESOLUTION REQUEST FORM NO. 7

### Request to Amend County Budget\*

**\*If this is the result of a grant award, also complete and submit Form No. 5 or 6.**

DEPARTMENT NAME: **Office for the Aging**

DATE: **January 31, 2008**

- (a) Purpose of Amendment: To increase the budget in order to expend Title IIIE carry- over funds
- (b) Appropriation Code (with title), Object Code (with title) and Amount:  
A.6795 470 (General, Title IIIE - OFA - Contract 46,667.00
- (c) Revenue Code (with title), and Amount: **A.6795 4783 General, Title IIIE - OFA - Title IIIE - OFA \$35,000.00 / A.6795 2099 General, Title IIIE - OFA - Title IIIE - Hamilton \$ 5,834.00 / A. 1990 469 Contingent Fund \$5,833.00**

# RESOLUTION REQUEST FORM NO. 7

## *Request to Amend County Budget\**

*\*If this is the result of a grant award, also complete and submit Form No. 5 or 6*

**DEPARTMENT NAME:** FIRE PREVENTION & BUILDING CODE

**DATE:** JANUARY 18, 2008

- (a) Purpose of Amendment: BUDGET AMENDMENT TO PURCHASE COUNTY VEHICLE
  
- (b) Appropriation Code (with title), Object Code (with title) and Amount:  
BUILDING & FIRE CODE A.3620 AUTOMOTIVE EQUIPMENT 230 \$14,000
  
- (c) Revenue Code (with title), and Amount:  
A.3620 5710 SERIAL BOND APPROPRIATION \$14,000

RESOLUTION REQUEST FORM NO. 7  
Request to Amend County Budget

DEPARTMENT NAME: Sheriff's Office

DATE: January 25, 2008

(a) Purpose of Amendment: The purpose of this amendment will be to amend the county budget to provided a means for equipment purchases via a previously awarded grant (Resolution No 390 of 2007).

(b) Appropriation Code: A.3110, Sheriff's Law Enforcement  
Object Code: 260, Other Equipment  
Amount: \$19,300

(c) Revenue Code: A.3110 3384, Other Sheriff's State Aid  
Amount: \$19,300

**RESOLUTION REQUEST FORM NO. 9**

***Request to Increase or Decrease or Amend Existing Capital Project or  
Capital Reserve Project\****

*\*If this is the result of a grant award, also complete and submit Form No. 5 or 6*

**DEPARTMENT NAME: DPW - Airport**

**DATE: February 1, 2008**

- (a) Exact Title and Number of Project\*: Construct Runway 12-30 Rehabilitation  
H279.9550 280
- (b) Is this a Capital Project? Yes
- (c) Is this a Capital Reserve Project?
- (d) Amount of Increase (if applicable): \$1,481,211.00
- (e) Amount of Decrease (if applicable):
- (f) Source of Funding (if Increase) (including name & title of codes, etc.): FAA  
Grant: \$1,410,000; NYSDOT Grant: \$37,105.00; Warren County Transfer to  
Capital Projects A9<sup>4</sup>50.910: \$34,106.00
- (g) Changes in Funding (if Amendment):
- (h) Purpose of Increase or Decrease or Amendment: Increase project to award  
contracts and commence project.

## RESOLUTION REQUEST FORM NO. 9

### Request to Increase or Decrease or Amend Existing Capital Project or Capital Reserve Project\*

*\*If this is the result of a grant award, also complete and submit Form No. 5 or 6*

DEPARTMENT NAME: DPW - Airport

DATE: February 1, 2008

- (a) Exact Title and Number of Project\*: Construction of Runway 1 Safety Area  
H264.9550 280
- (b) Is this a Capital Project?
- (c) Is this a Capital Reserve Project? Yes
- (d) Amount of Increase (if applicable): \$110,000.00
- (e) Amount of Decrease (if applicable):
- (f) Source of Funding (if Increase) (including name & title of codes, etc.): FAA  
Grant: \$104,500.00; NYSDOT Grant: \$2,750.00; Warren County Transfer to  
Capital Projects A9550.910: \$2,750.00  
4
- (g) Changes in Funding (if Amendment):
- (h) Purpose of Increase or Decrease or Amendment: Increase project for wetland  
mitigation design and construction monitoring services.

RESOLUTION REQUEST FORM NO. 9

20

Request to Increase *Existing* Capital Project or Capital Reserve Project\*

\*If this is the result of a grant award, also complete and submit Form No. 5 or 6

DEPARTMENT NAME:

DPW

DATE:

1-Feb-08

( a ) Exact Title and Number of Project\*:

Grist Mill Bridge over Stony Creek - H259.9550 280

\*Please specify whether this is a Capital Project or a Capital Reserve Project

( b ) Amount of Increase (if applicable): Total Project Increase of \$53,570

Increased Funding Summary:

Federal: \$25,820 (Funded by Supplemental to Master Agreement)

State: \$27,750 (Funded by Supplemental to Master Agreement)

Local: No Change

Total: \$53,570

( c ) Amount of Decrease (if applicable):

( d ) Source of Funding (if increase) (include name & title of codes, etc.):

Supplemental Master Agreement

( e ) Changes in Funding (if Amendment):

( f ) Purpose of Increase or Decrease or Amendment:

Advance ROW phase of project.

Total Project Funding To Date (Through Supplemental #2):

Federal: \$201,820

State: \$27,750

Local: \$44,000 (No Additional Local match is required at this time)

Total: \$273,570

RESOLUTION REQUEST FORM NO. 9

Request to Increase or decrease or Amend *Existing* Capital Project or Capital Reserve Project\*

\*If this is the result of a grant award, also complete and submit Form No. 5 or 6

DEPARTMENT NAME:

DPW

DATE:

1-Feb-08

( a ) Exact Title and Number of Project\*:

Tannery Rd Bridge over Stony Creek - H258.9550 280

\*Please specify whether this is a Capital Project or a Capital Reserve Project

( b ) Amount of Increase (if applicable): Total Project Increase of \$61,500

Increased Funding Summary:

Federal: \$27,000 (Funded by Supplemental to Master Agreement)

State: \$34,500 (Funded by Supplemental to Master Agreement)

Local: No Change

Total: \$61,500

( c ) Amount of Decrease (if applicable):

( d ) Source of Funding (if increase) (include name & title of codes, etc.):

Supplemental Master Agreement

( e ) Changes in Funding (if Amendment):

( f ) Purpose of Increase or Decrease or Amendment:

Advance ROW phase of project.

Total Project Funding To Date (Through Supplemental #2):

Federal: \$239,800

State: \$34,500

Local: \$53,200 (No Additional Local match is required at this time)

Total: \$327,500

**RESOLUTION REQUEST FORM NO. 7**

***Request to Amend County Budget\****

*\*If this is the result of a grant award, also complete and submit Form No. 5 or 6*

**DEPARTMENT NAME: Social Services**

**DATE: January 4, 2008**

(a) Purpose of Amendment: Increase appropriations and revenues to support two temporary clerk positions; one in Medicaid and one in Food Stamps using Food Stamp Bonus funding of \$25,000 and Medicaid administration funding.

(b) Appropriation Code (with title), Object Code (with title) and Amount:

A6010.130 Salaries Part Time \$50,000

(c) Revenue Code (with title), and Amount:

A6010.3610 Social Services Admin \$12,500

A6010.4610 Social Services Admin \$37,500

RESOLUTION REQUEST FORM NO. 7

Request to Amend County Budget\*

\*If this is the result of a grant award, also complete and submit  
Form No. 5 or 6

DEPARTMENT NAME: Tourism Occupancy

DATE: January 30, 2008

(a) Purpose of Amendment:  
To increase revenues and appropriations not originally budgeted thereby  
amending the 2008 Tourism Occupancy Budget.

(b) Appropriation Code (with title), Object Code (with title) and Amount:  
A.6417481 (Promotion) - \$ 2,840.00

(c) Revenue Code (with title), and Amount: A.64172089-Tourism Revenue  
\$ 2,840.00

Revenue is from:

Consumer Show Brochure Distribution \$ 2,840.00

# ***RESOLUTION REQUEST FORM NO. 20***

## ***MISCELLANEOUS***

***\*Please List All Other Requests Not Covered by Previous Resolution Request Forms Here.  
Please attach any backup information available and be as detailed as possible.***

**DEPARTMENT NAME: Administrative & Fiscal Services**

**DATE: 2/5/08**

- (a) Purpose of Request: Authorize payment for further engineering services in connection with the proposed Health and Human Services building project in an amount not to exceed \$20,000.
  
- (b) Details: As requested by the Core Team and the County Facilities Committee, additional work was performed on the conceptual design of the Human Services Building on the Municipal Center Campus. Also performed additional investigation of "square foot per person standards."
  
- (c) Previous Resolution Number: 414 of 2007

# Warren County Board of Supervisors

## RESOLUTION NO. 129 OF 2007

Resolution introduced by Supervisors Monroe, Belden, Stec, O'Connor, Bentley, Tessier, Champagne, VanNess and Kenny

### AUTHORIZING AGREEMENT WITH THE CITY OF GLENS FALLS FOR CAPITAL IMPROVEMENTS AND OPERATION AND MAINTENANCE FOR VARIOUS RECREATIONAL FACILITIES

RESOLVED, that Warren County enter into an agreement with the City of Glens Falls under the following terms and conditions for the year 2007:

1. the County will allocate up to Fifty Thousand Dollars (\$50,000) for capital improvements to the Civic Center, East Field and the Crandall Park Recreation Center Ice Rink;
2. the County will allocate up to One Hundred Thousand Dollars (\$100,000) for operation and maintenance expenses or capital improvements associated with the Civic Center, East Field and the Crandall Park Recreation Center Ice Rink;
3. Warren County residents shall be permitted to use any facility for which County funds are provided at the same time and upon the same charges which apply to City of Glens Falls residents;
4. the City shall, on a quarterly basis, and in concurrence with the Glens Falls County Supervisors, provide quarterly reports and invoice the County at that time for expenditures to be reimbursed under the contract and shall include therein the following:
  - A. the particular facility and a general description of the capital improvements and/or operation and maintenance expenditures for which reimbursement is sought;
  - B. The amount sought for reimbursement;
  - C. a statement as to whether the expenditures were incurred for improvements made and paid for in 2007; and
  - D. a certification that the reimbursement requested is for one of the facilities and in the amount provided for under the contract;
5. payment shall be made on a reimbursement basis only and only after the County receives the appropriate certification and/or reports provided for herein;

**RESOLUTION NO. 129 OF 2007**

Page 2, *Continued*

6. all documentation for payment shall be submitted to the Clerk of the Board of Supervisors, who shall review the same for purposes of ascertaining whether the documentation provided is consistent with the requirements of this resolution, and accordingly, the contract;
7. the City shall have sixty (60) days from the date of the execution of the agreement authorized by this resolution to provide the first claims for payment for the year 2007, and shall thereafter provide claims within thirty (30) days of June 30<sup>th</sup>, September 30<sup>th</sup>, and December 30<sup>th</sup> to claim funds pursuant to the terms of the contract for the quarters prior thereto; and
8. no funds shall be paid out under this contract unless and until a full and complete report of activities is rendered to the Warren County Board of Supervisors for the year 2006 for the previous contracts,

and be it further

RESOLVED, that the Chairman of the Board of Supervisors be, and hereby is, authorized and directed to execute an agreement with the City of Glens Falls consistent with the terms and provisions set forth in the preambles of this resolution, and in a form approved by the County Attorney, and be it further

RESOLVED, that the County Treasurer be, and hereby is, authorized to pay an amount not to exceed Fifty Thousand Dollars (\$50,000) for capital improvements to the Civic Center, East Field and Crandall Park Recreation Center Ice Rink, and One Hundred Thousand Dollars (\$100,000) for operation and maintenance or capital improvements of said facilities, after the same has been reviewed by the Clerk of the Board of Supervisors and approved by the County Auditor.

**ADOPTED BY UNANIMOUS VOTE.**

# Warren County Board of Supervisors

RESOLUTION NO. 135 OF 2007

Resolution introduced by Supervisors Monroe, Belden, Stec, O'Connor, Bentley, Tessier, Champagne, VanNess and Kenny

## AUTHORIZING AGREEMENT WITH COMLINKS COOPERATIVE GLEANING PROGRAM

WHEREAS, ComLinks Cooperative Gleaning Program has been delivering free gleaned food to nine (9) emergency food relief organizations in Warren County for over a decade. This program provides support to local food pantries, complements the County's social service programs and benefits some of the most needy residents of Warren County, and

WHEREAS, the ComLinks Cooperative Gleaning Program is funded primarily by the New York State Department of Health through its Hunger Prevention and Nutrition Assistance Program, with federal grant pass-throughs made available from the Federal Temporary Assistance to Needy Families Program, and

WHEREAS, Warren County is authorized by General Municipal Law §99(h) to enter into a contractual agreement with such a federally funded non-profit organization, now, therefore, be it

RESOLVED, that the Chairman of the Board of Supervisors be, and hereby is, authorized to enter into an agreement with ComLinks Cooperative Gleaning Program in the amount of Four Thousand Dollars (\$4,000) to deliver gleaned foods to emergency food relief organizations located in Warren County during 2007, with said agreement to provide for a verified accounting of the funds spent with reimbursement to the County of any funds not expended as herein authorized, and with the agreement to be in a form approved by the County Attorney.

# Warren County Board of Supervisors

RESOLUTION NO. 136 OF 2007

Resolution introduced by Supervisors Monroe, Belden, Stec, O'Connor, Bentley, Tessier, Champagne, VanNess and Kenny

## AUTHORIZING AGREEMENT WITH WARREN WASHINGTON COUNTIES HOMELESS YOUTH COALITION FOR 2007 FINANCIAL SUPPORT

WHEREAS, the Warren Washington Counties Homeless Youth Coalition has requested funding in the amount of Twenty-Five Thousand Dollars (\$25,000), said monies to be used to help cover operational costs of the shelter program, and

WHEREAS, the Finance Committee of the Warren County Board of Supervisors has approved the expenditure for the above-said costs, now, therefore, be it

RESOLVED, that the Chairman of the Warren County Board of Supervisors be, and hereby is, authorized to enter into an agreement with the Warren Washington Counties Homeless Youth Coalition, P.O. Box 3252, Glens Falls, New York 12801, in the amount of Twenty-Five Thousand Dollars (\$25,000), to pay operational costs of the shelter program for 2007, with said agreement to provide a verified accounting of the funds spent with reimbursement to the County of any funds not expended as herein authorized, and with the agreement to be in a form approved by the County Attorney.

# Warren County Board of Supervisors

RESOLUTION NO. 181 OF 2007

Resolution introduced by Monroe, Belden, Stec, O'Connor, Bentley, Tessier, Champagne, VanNess and Kenny

## AUTHORIZING AGREEMENT WITH SAGA CITY AND WARREN COUNTY-GLENS FALLS SISTER CITY ORGANIZATION

WHEREAS, the Saga City and Warren County-Glens Falls Sister City Organization has requested funding in the amount of Five Thousand Dollars (\$5,000), said monies to be used for the following promotional expenses: (1) transportation to and from events and host families; (2) sightseeing, museums, boat tours on Lake George; (3) lunches and dinners at area restaurants; (4) welcome bouquet and farewell dinner for Saga guests; (5) gifts for participants; (6) gifts for host families; (7) transportation to shopping areas in Warren County, where the Saga visitors purchase gifts to take back to Japan; and (8) the additional cost of shipping the balloon for balloon teams exchange, chase vehicles, fuel and propane for the instructional inflation and tether rides at local schools, and

WHEREAS, the Finance Committee of the Warren County Board of Supervisors has approved the expenditure for the above-said expenses, now, therefore, be it

RESOLVED, that the Chairman of the Warren County Board of Supervisors be, and hereby is, authorized to enter into an agreement with Saga City and the Warren County-Glens Falls Sister City Organization in the amount of Five Thousand Dollars (\$5,000), to pay expenses as stated above during 2007, with said agreement to provide a verified accounting of the funds spent with reimbursement to the County of any funds not expended as herein authorized, and with the agreement to be in a form approved by the County Attorney.

ADOPTED BY UNANIMOUS VOTE

# Warren County Board of Supervisors

RESOLUTION NO. 69 OF 2007

Resolution introduced by Supervisors Monroe, Stec, Mason, Champagne, F. Thomas, Girard and Sokol

## **AUTHORIZING AGREEMENT CONTINUING CONTRACTUAL RELATIONSHIP WITH ECONOMIC DEVELOPMENT CORPORATION, WARREN COUNTY, NEW YORK, FOR ECONOMIC DEVELOPMENT PROGRAM FOR 2007 - ECONOMIC DEVELOPMENT**

RESOLVED, that Warren County, for the purposes of having the corporation promote and publicize the advantages of Warren County and to promote economic development in the Warren County region, continue the contractual relationship (the previous contract being authorized by Resolution No. 106 of 2006) with Economic Development Corporation, Warren County, New York, 234 Glen Street, Glens Falls, New York 12801, upon the same terms and conditions as in the contract for 2006, with the exception that the amount payable shall not exceed Three Hundred Thousand Dollars (\$300,000), and the Chairman of the Board of Supervisors be, and hereby is, authorized to execute said agreement in the form approved by the County Attorney.

# Warren County Board of Supervisors

RESOLUTION NO. 182 OF 2007

Resolution introduced by Supervisors Monroe, Belden, Stec, O'Connor, Bentley, Tessier, Champagne, VanNess and Kenny

## AUTHORIZING AGREEMENT CONTINUING CONTRACTUAL RELATIONSHIP WITH THE WARREN COUNTY HISTORICAL SOCIETY FOR PRODUCTION OF A HISTORY OF WARREN COUNTY BOOK AND HISTORICAL PROGRAMS

RESOLVED, that Warren County continue the contractual relationship (the previous contract being authorized by Resolution No. 223 of 2006), with the Warren County Historical Society, 71 Lawrence Street, Glens Falls, New York 12801, on the following terms:

1. An amount not to exceed Two Thousand Five Hundred Dollars (\$2,500) to be applied towards costs associated with the preparation and publication of a local history book for Warren County;
2. An amount not to exceed Two Thousand Five Hundred Dollars (\$2,500) to be used to offset costs associated with the following programs: historical programs for the public, educational programs for children, museum or public displays, collections acquisition, inventory and preservation, research library support and technology (outreach to the public); and
3. That a progress report be submitted three (3) months after the execution of the contract,

for a term commencing January 1, 2007 and terminating December 31, 2007, and the Chairman of the Board of Supervisors be, and hereby is, authorized to execute said agreement in the form approved by the County Attorney.

**A G E N D A**  
**PERSONNEL COMMITTEE**  
**FEBRUARY 6, 2008**

**1) Referral from the Criminal Justice Committee:**

**District Attorney:**

- A)** Decreasing the salary of Investigator, Employee No. 7502, from the former base salary of \$30,965 to the current base salary of \$25,802 and decreasing the work hours from 24 per week to 20 per week; thereby amending the Department's Table of Organization.
  
- B)** Increasing the salary of Investigator, Employee No. 10493, from the former base salary of \$30,965 to the current base salary of \$36,123 and increasing the work hours from 20 per week to 28 per week; thereby amending the Department's Table of Organization.

**Probation:**

- C)** Request to fill the vacant position of part-time Word Processor Operator, base salary of \$12,240, Employee No. 11300, due to resignation. The Notice of Intent to Fill Vacant Position is attached.
  
- D)** Request to fill the vacant position of part-time Probation Assistant, base salary of \$14,516, Employee No. 10917, due to resignation. The Notice of Intent to Fill Vacant Position is attached.

**2) Referrals from the Health Services Committee:**

**Health Services:**

- A)** Request to fill the vacant position of WIC Program Aide, base salary of \$22,988, Grade 3, Employee No. 11186, due to resignation. The Notice of Intent to Fill Vacant Position is attached.
  
- B)** Request to fill the vacant position of Word Processing Operator, base salary of \$24,059, Grade 4, Employee No. 8830, due to resignation. The Notice of Intent to Fill Vacant Position is attached.
  
- C)** Request to fill the vacant position of Senior Account Clerk, base salary of \$27,559, Grade 7, Employee No. 9992, due to resignation. The Notice of Intent to Fill Vacant Position is attached.
  
- D)** Request to fill the vacant position of Clinical and Fiscal Information Coordinator, base salary of \$57,975. The Notice of Intent to Fill Vacant Position is attached.

**Westmount Health Facility & Countryside Adult Home:**

- E)** Reclassifying the position of Maintenance Worker, Employee No. 562, to a Building Maintenance Mechanic, base salary of \$38,474 and deleting the position of Maintenance Worker, base salary of \$31,234; thereby amending the Department's Table of Organization.

- F) Reclassifying the position of Maintenance Worker, Employee No. 9033, to a Building Maintenance Mechanic, base salary of \$38,474 and deleting the position of Maintenance Worker, base salary of \$31,234; thereby amending the Department's Table of Organization.
  - G) Creating the position of Registered Nurse 2, base salary of \$41,679, Grade 21, effective March 1, 2008; thereby amending the Department's Table of Organization.
  - H) Reclassifying the positions of RN Supervisors at a Grade 20 to RN Supervisors at a Grade 21, base salaries of \$41,679, Employee Nos. 6683, 11388, 10368, and 11043 and deleting the positions of RN Supervisors at a Grade 20, base salaries of \$40,647; thereby amending the Department's Table of Organization.
  - I) Amending the Table of Organization to reclassify one Personal Care Provider part-time position, base salary of \$9,360, currently under Code EH6020 10-Nursing Aides to Code EH6020 12-Activities.
  - J) Increasing the salary of the Director of Nursing, Employee No. 6837 from the former base salary of \$61,904 to the current base salary of \$62,936; thereby amending the Department's Table of Organization.
  - K) Increasing the salary of the Assistant Director of Nursing, Employee No. 1356 from the former base salary of \$55,684 to the current base salary of \$56,716; thereby amending the Department's Table of Organization.
  - L) Increasing the salary of the Nursing Supervisor, Employee No. 10656 from the former base salary of \$48,250 to the current base salary of \$49,282; thereby amending the Department's Table of Organization.
- 3) **Referral from the Human Services Committee:**  
**Office for the Aging:**  
Request to fill the vacant position of Food Service Helper, base salary of \$19,690, Employee No. 8899, due to resignation. The Notice of Intent to Fill Vacant Position is attached.
- 4) **Referrals from the Public Safety Committee:**  
**Fire Prevention & Building Code Enforcement:**
- A) Amending the Department's Table of Organization and 2008 Salary Schedule to correct the title of Code Enforcement Officer to the correct title of Fire Prevention & Building Code Officer.
  - B) Request to fill vacant position of Fire Prevention & Building Code Officer, base salary of \$37,282, Grade 17. The Notice of Intent to Fill Vacant Position is attached.

**Office of Emergency Services:**

- C) Creating the position of part-time Account Clerk, base salary of \$24,059, Grade 4, effective February 25, 2008; thereby amending the Department's Table of Organization.

**Sheriff & Communications:**

- D) Request to fill the vacant position of Civil Law Enforcement Officer, base salary of \$31,100, Employee No. 6736, due to resignation. The Notice of Intent to Fill Vacant Position is attached.

**5) Referrals from the Public Works Committee:**

**Airport:**

- A) Request to fill the vacant position of Airport Manager, base salary of \$60,649, Employee No. 10010, due to resignation. The Notice of Intent to Fill Vacant Position is attached.

**DPW:**

- B) Request to fill the vacant position of Heavy Equipment Operator #6, base salary of \$28,697, Grade 8, Employee No. 293, due to retirement. The Notice of Intent to Fill Vacant Position is attached.
- C) Request to fill the vacant position of Motor Equipment Operator (MEO) Medium, base salary of \$27,559, Grade 7, due to promotion. Employee No. to be determined. The Notice of Intent to Fill Vacant Position is attached.
- D) Request to fill the vacant position of MEO Light, base salary of \$25,032, Grade 5, due to promotion. Employee No. to be determined. The Notice of Intent to Fill Vacant Position is attached.
- E) Request to fill the vacant position of MEO Light, base salary of \$25,032, Grade 5, Employee No. 11379, due to resignation. The Notice of Intent to Fill Vacant Position is attached.
- F) Request to fill the vacant position of Senior Custodian, base salary of \$30,867, Grade 10, Employee No. 7060, due to a transfer. The Notice of Intent to Fill Vacant Position is attached.
- G) Request to fill the vacant position of Janitor #3, base salary of \$24,059, Grade 4, Employee No. 10654, due to promotion. The Notice of Intent to Fill Vacant Position is attached.
- H) Amending the Department's Table of Organization and 2008 Salary Schedule to correct the title of Assistant Shop Supervisor to the correct civil service title of Assistant Auto Mechanic Supervisor.

- 6) Referral from the Real Property Tax Services Committee:**  
Request to fill the vacant position of Real Property Clerk, base salary of \$24,059, Grade 4, Employee No. 10997, due to resignation. The Notice of Intent to Fill Vacant Position is attached.
- 7) Referrals from the Social Services Committee:**
- A)** Amending the Department's Table of Organization and 2008 Salary Schedule to increase the salaries for both Assistant Attorney's in the Department of Social Services from the former base salary of \$53,552 to the current base salary of \$56,741.
  - B)** Creating two positions of temporary full-time Clerks, one in the Medicaid Unit using Medicaid Administrative funding (100% reimbursable) and one in the Food Stamp Program using Food Stamp Bonus money, for an amount not to exceed \$25,000; thereby amending the Department's Table of Organization.
  - C)** Reclassifying the position of Account Clerk, Employee No. 11278, to a Senior Account Clerk, base salary of \$28,041 and deleting the position of Account Clerk, base salary of \$24,480; thereby amending the Department's Table of Organization.
  - D)** Reclassifying the position of Account Clerk, Employee No. 11282, to a Senior Account Clerk, base salary of \$28,041 and deleting the position of Account Clerk, base salary of \$24,480; thereby amending the Department's Table of Organization.
  - E)** Reclassifying the position of Intake and Data Coordinator, Employee No. 1058, to a Senior Welfare Examiner, base salary of \$34,564 and deleting the position of Intake and Data Coordinator, base salary of \$41,864, due to retirement; thereby amending the Department's Table of Organization.
  - F)** Reclassifying the position of Senior Social Welfare Examiner, Employee No. 9807, to a Principal Social Welfare Examiner, base salary of 34,564, Grade 15 and deleting the position of Senior Social Welfare Examiner, base salary of \$31,351, Grade 11; thereby amending the Department's table of Organization.
  - G)** Reclassifying the position of Social Welfare Examiner, Employee No. 10207, to a Senior Social Welfare Examiner, base salary of \$35,678, Grade 11 and deleting the position of Social Welfare Examiner, base salary of \$32,814, Grade 8; thereby amending the Department's Table of Organization.

- H) Reclassifying the position of Resource Assistant, Employee No. 7750, to a Resource Recovery Coordinator, base salary of \$39,313, Grade 14 and deleting the position of Resource Assistant, base salary of \$37,423, Grade 12; thereby amending the Department's Table of Organization.
- I) Reclassifying the position of Senior Typist, Employee No. 11010, to a Senior Resource Clerk, base salary of \$26,370, Grade 5 and deleting the position of Senior Typist, base salary of \$25,344, Grade 4; thereby amending the Department's Table of Organization.
- J) Reclassifying the position of Typist, Employee No. 10847, to a Resource Clerk, base salary of \$26,358, Grade 4 and deleting the position of Typist, base salary of \$25,186, Grade 3; thereby amending the Department's Table of Organization.
- K) Reclassifying the position of Typist, Employee No. 10923, to a Resource Clerk, base salary of \$25,344, Grade 4 and deleting the position of Typist, base salary of \$24,215, Grade 3; thereby amending the Department's Table of Organization.
- L) Request to fill the vacant position of Social Welfare Examiner, base salary of \$28,697, Grade 8, Employee No. 8486, due to retirement. The Notice of Intent to Fill Vacant Position is attached.
- M) Request to fill the vacant position Social Welfare Examiner, base salary of \$28,697, Grade 8, Employee No. 9399, due to resignation. The Notice of Intent to Fill Vacant Position is attached.
- N) Request to fill the vacant position of Senior Social Welfare Examiner, base salary of \$31,351, Grade 11, Employee No. 1058, due to retirement. The Notice of Intent to Fill Vacant Position is attached.
- 8) **Referral from the Tourism Committee:**  
Request to fill the vacant position of Principal Account Clerk, base salary of \$30,867, Grade 10, Employee No. 7521, due to retirement. The Notice of Intent to Fill Vacant Position is attached.
- 9) Amending Resolution No. 316 of 2006, to state that the entire salary for the Building Projects Coordinator shall be from Capital Project No. H263.9550 280- Design and Construction of Health and Human Services Building and not from Capital Project No. H262.9550 280- Municipal Center Renovations/Addition.
- 10) Paul Dusek, County Attorney, has requested permission to address the Committee regarding the following:
  - A) PBA (Police Benevolent Association) negotiations.
  - B) A proposed Local Law regarding sick leave for employees in and outside

of the bargaining unit (Resolution No. 820 of 2004 amended the current policy).

Corrected p.2  
Item 4A

**RESOLUTION REQUEST FORM NO. 10**

**Request for Transfer of Funds**

**TO:** JOAN SADY, CLERK, WARREN COUNTY BOARD OF SUPERVISORS

**FROM:** FIRE PREVENTION & BUILDING CODES  
Name of Department

**SIGNED:**

**DATE:**

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
A.3620 410	SUPPLIES	A.3620 230	AUTOMOTIVE EQUIPMENT	\$13,600.00

**Please state reason for transfers requested:**

LACK OF FUNDS IN CODE TO PURCHASE DEPARTMENT VEHICLE  
CONTINGENT FUND TRANSFER REQUESTS

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
A.1990 439	Contingent Fund			

**Please state reason for transfer request:**

**Please file original request with Clerk of the Board and retain copy for your records.**

**CONSERVATION EASEMENT**

KNOW ALL PERSONS BY THESE PRESENTS that on February \_\_\_\_, 2008, the CHARLES R. WOOD FOUNDATION (hereinafter referred to as "Grantor"), of 499 Glen Street, Glens Falls, NY 12801 which term includes the Grantor's successors, agents, and assigns with respect to the Protected Property described below, in consideration of Two Million, One Hundred Thousand and 00/100 Dollars (\$2,100,000.00), the receipt and sufficiency of which is hereby acknowledged, hereby grants in perpetuity and for the purposes set forth below to THE FUND FOR LAKE GEORGE, INC. of 2199A State Route 9, P.O. Box 352, Lake George, NY 12845, THE LAKE GEORGE ASSOCIATION, INC. of State Route 9N, P.O. Box 408, Lake George, NY 12845 and LAKE GEORGE LAND CONSERVANCY, INC. of Lake Shore Drive, P.O. Box 1250, Bolton Landing, NY 12814, which are all not-for-profit corporations organized and existing under and by virtue of the laws of the State of New York, and all with their principal offices in Warren County, New York (hereinafter referred to as "Grantees"), which term includes the Grantees' successors, agents, and assigns with respect to the Protected Property described below, a Conservation Easement (hereinafter "CE") as defined in New York Environmental Conservation Law, Article 49, Title 3, upon land in the Town of Lake George and the Village of Lake George, Warren County, New York, comprised of approximately 12± acres, as described below and in Exhibit A which is attached hereto and incorporated herein by reference (hereinafter the "Protected Property").

Meaning and intending to hereby grant a conservation easement in, on and to the above-described Protected Property, howsoever the same may be bounded and described, and being the same land described in deeds recorded with the Warren County Clerk at Book 746, Page 107 and Book 751, Page 107. Said land and conservation easement are also as shown on a plan entitled "West Brook Conservation Initiative Concept Plan", a copy of which is attached hereto as Exhibit B and incorporated herein by reference, and which is dated August 31, 2007, and last revised on January 17, 2008, which is intended to be recorded simultaneously herewith (hereinafter "Plan"). The Protected Property contains 4.93 acres, more or less, on the south side of West Brook Road, being Warren County Tax Map Lot Numbers 264.06-3-30, 264.06-3-31 and 264.06-3-32; and 6.97 acres, more or less, on the north side of West Brook Road, being Warren County Tax Map Lot Numbers 264.06-2-52 and 264.06-3-29. Exhibit B is a conceptual drawing that will be replaced by the recording of 'approved' and 'as-built' drawings as redevelopment of the Protected Property progresses.

In view of the foregoing, the Grantees have determined it to be desirable and beneficial, and have requested that the Grantor, for itself and its successors and assigns, grant a conservation easement to the Grantees in order to limit the development of the Protected Property, and cause it to be used for the purposes agreed to herein, in perpetuity;

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Grantor \_\_\_\_ Grantee \_\_\_\_ Grantee \_\_\_\_ Grantee \_\_\_\_ Buyer \_\_\_\_ Buyer \_\_\_\_ Buyer \_\_\_\_  
West Brook Conservation Easement Page 1 of 27

**I. PURPOSES:** This CE is granted in perpetuity for the following purposes (hereinafter the “Conservation Purposes”):

1. Due to the location of the Protected Property near Lake George, the COUNTY OF WARREN (the “County”), the VILLAGE OF LAKE GEORGE (the “Village”) and the TOWN OF LAKE GEORGE (the “Town”) (hereinafter collectively referred to as the “Buyers”) (upon the purchase of the Protected Property by the Buyers, the term “Grantor” shall collectively include the three Buyers) have entered into a contract to purchase the Protected Property from the Grantor immediately after the conveyance of this CE, to jointly and severally advance one or more of the following governmental purposes and uses of the Protected Property: parks, recreation areas, special event areas, parking areas, and/or environmental initiatives benefiting Lake George, including areas for special events, special event tents, special event or community building(s), parking areas, and similar public uses; and

2. The Grantees and the Buyers have joined together to improve and protect the quality of water flowing into Lake George from the stormwater flowing from untreated upland locations into West Brook, recognizing that the wellbeing of the Lake’s waters is important to the quality of life to residents and visitors and to the health of the business community that relies upon the tourist trade that is dependent upon a scenic and clean Lake George; and

3. The Grantees have joined together for purposes of supporting the acquisition of a conservation easement on the Protected Property to preserve the use of the land for the purposes set forth above and for stormwater remediation, described below, and to encourage and facilitate these purposes by applying for grants and other foundation, private and government monies which will provide funds for the construction of stormwater remediation facilities to improve the water quality of Lake George, provide stream corridor restoration, and design an aesthetically-pleasing solution with a park-like atmosphere to accomplish the objectives of the Grantees, as well as the Buyers, so that the Protected Property will be used for appropriate recreational and interpretative uses and be protected in perpetuity; and

4. The Grantees and Buyers propose to use the Protected Property for the following purposes: to redevelop, maintain and improve the Protected Property into a restored natural, scenic and open condition while preserving and enhancing appropriate and responsible park uses, provide for educational opportunities for schools and research, and passive recreation on the Protected Property; to develop stormwater remediation systems; to protect and promote the conservation of biological diversity, wetlands, soils, natural watercourses, ponds, and water supplies thereon; to protect and maintain the scenic values of the views of Lake George from the Protected Property, wildlife habitat values, particularly for fisheries and water fowl, and water quality, and maintain the parks, wetlands, open fields and wetland meadows as developed, in perpetuity; to encourage the long-term, professional stewardship of these resources in a manner that minimizes negative impacts on conservation values such as water quality, wildlife habitat, biological diversity, and public recreation; to provide passive recreational access to the general public, including use of associated trails, bikeways and picnic areas; to provide a Festival Space with areas for special events, special event tents, special event or community building(s), parking areas, and similar public uses; to promote enjoyment of the open space resources of the Protected Property; and to preserve and enhance surrounding parks, preserves and conservation areas; and

The Grantees are tax-exempt not-for-profit conservation organizations, as that term is defined in Article 49, Title 3 of the New York Environmental Conservation Law, and qualified under that law and under Sections 501(c)(3) and 170(h) of the Internal Revenue Code of 1986, as amended, to accept and hold conservation easements, and whose corporate purposes include promoting, fostering and encouraging the protection of Lake George, its water quality and its environs; and

The Grantees agree, by accepting this CE, and the Buyers agree, by signing this CE, upon their purchase of the Protected Property, to honor the intentions of the Grantor stated herein and to preserve and protect in perpetuity the Conservation Purposes, conservation values and natural resources of the Protected Property in accordance with the terms of this CE. The entire Protected Property shall be considered to be dedicated parkland; provided that the area of the Protected Property designated as "Festival Space" on Exhibit B, and described on Exhibit C, which is annexed hereto and incorporated herein, which may be used for special event areas, special event tents, special event or community building(s), parking areas, and similar public uses. Said Festival Space shall consist of two and one-half (2.5) acres of land as shown on Exhibit B, which acreage shall be exclusive of any roadways or driveways providing ingress and egress to it, and exclusive of any buffer zones designated on Exhibit B.

**II. RESTRICTIONS ON THE PROTECTED PROPERTY:** In order to carry out the Conservation Purposes set forth in Section I above, the Grantor grants the following restrictions on the use of the Protected Property. Except as otherwise specifically provided for herein under Section III and as shown on Exhibit B, the Grantor covenants for itself and its legal representatives, successors and assigns, that it shall refrain from, and will not permit, any activity on the Protected Property which is or would be inconsistent with this Section II, with the Conservation Purposes of this CE, or with any other provision of this CE, and that the Protected Property will at all times be held, used and conveyed subject to, and not in violation of, the following easements, restrictions and prohibitions:

1. No constructing or placing of any building, municipal or private well, tennis court, landing strip, mobile home, swimming pool, golf course or range, ball field or court, road, fence, asphalt or concrete pavement, sign, billboard or other advertising display, antenna, septic or leaching systems or fields, utility pole, tower, conduit, line or other temporary or permanent structure or facility shall be permitted on, above or under the Protected Property;
2. No mining, excavating, dredging or removing from the Protected Property of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit, or preexisting fill, shall be permitted;
3. No placing, filling, storing or dumping on the Protected Property of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or other substance or material whatsoever, or the installation of underground storage tanks, shall be permitted;

4. No placing, dumping, storing, stockpiling, or use of hazardous substances, wastes or materials, oil, petroleum products, pesticides and herbicides, manure and fertilizers shall be permitted;
5. No commercial uses, including commercial recreational, institutional or industrial uses shall be permitted, and no motorized or vehicular use (including but not limited to cars, trucks, motorcycles, all terrain vehicles and snowmobiles) shall be permitted;
6. No cutting, removing or otherwise destroying or harvesting trees, shrubs, or other vegetation, or planting of non-native or invasive plant species, shall be permitted;
7. No conveyance of a part or portion of the Protected Property, or division or subdivision of the Protected Property shall be permitted;
8. No division or subdivision of the Protected Property shall be permitted, and no portion of the Protected Property shall be used in calculating or satisfying zoning or other development rights, purposes or requirements for any other property;
9. No other acts or uses detrimental to the Protected Property, its natural resources, or the Conservation Purposes of this CE, as determined by the duly authorized representatives of the Grantees, their successors or assigns, or such other authority which shall for any time legally control or hold this CE, shall be permitted; and
10. None of Grantor's activities permitted pursuant to this CE shall impair or frustrate permitted access by the public onto the trails and parks on the Protected Property, as shown on Exhibit B, or as actually constructed and improved, except for temporary periods necessary to ensure public safety, and also except for temporary periods necessary to maintain the trails and the fencing associated with the trails, and except as otherwise provided for herein.

**III. PERMITTED ACTIVITIES ON THE PROTECTED PROPERTY; CONSTRUCTION AND MANAGEMENT OF FACILITIES:** The Protected Property shall be rehabilitated, redeveloped, used, maintained and managed as set forth in this Section III, but the allowed uses and actions shall be carried out so as to not conflict with the Conservation Purposes of this CE, and shall be subject to the rights of Grantees and the general public, including easements, privileges and appurtenances, contained in this CE. Notwithstanding Section II, the following acts and uses shall be permitted, in accordance with the described requirements and limitations, including, where specified, obtaining the consent of the Grantees pursuant to Section V hereof.

Grantor and Grantees mutually agree that the Protected Property will be developed for the uses described in Section I hereof, and those listed below in this Section III, and as shown on Exhibit B (hereinafter "Park Facilities"), and further acknowledge that such redevelopment may proceed in stages as funds become available, and that this CE shall remain in effect during the redevelopment of the Protected Property for such uses, as well remaining in effect on the completed park and Park Facilities, in perpetuity.

1. Allowable Pre-Redevelopment Activities. The Grantor may undertake the following activities on the Protected Property prior to completion of the construction of the Park Facilities, provided that such activities do not otherwise violate this CE, interfere with the redevelopment process, or adversely affect the Conservation Purposes of the Protected Property and this CE. Unless otherwise stated, such activities shall not require the prior consent of the Grantees. Also, the Grantor is required to undertake certain activities listed below in this paragraph 1, and all activities shall comply with any conditions listed below in this paragraph 1.

a) Environmental clean-up of past discharges of hazardous and toxic materials and petroleum products on the Protected Property pursuant to paragraph 12 of this Section III;

b) (i) Use of the Festival Space for special events, parking and other public functions; and

(ii) Use of other areas of the Protected Property outside of the Festival Space for public events, parking and other public activities that do not alter the land, prior to and during the redevelopment process, shall be permitted as temporary, interim uses, subject to the following conditions: (1) such uses shall not create any adverse environmental impact; (2) such uses shall not interfere with the redevelopment of the Protected Property for the Park Facilities; (3) reasonable advance notice of each such use shall be provided to the Grantees pursuant to Section VI hereof; and (4) outside groups using such area(s) of the Protected Property shall be advised, in advance, that it is intended that such area(s) may be redeveloped pursuant to this CE and may not be available for their use in the future;

c) Outside of the Festival Space, other public activities may be permitted, if approved by the Grantees pursuant to Section V hereof, pursuant to a proposal is submitted to the Grantees that outlines the proposed use, activities, placement of activities and timing of the proposed use;

d) The Grantor, at Grantor's expense, may clear the Protected Property of structures and improvements, including by the use of any equipment, materials and temporary structures reasonably necessary to conduct activities to demolish and remove the preexisting structures and roadways and hard surfaces, including asphalt and other impervious materials and surfaces, and grade and level the surface of the land at such sites. The site of any such activity must be protected from erosion and runoff must be controlled by using Best Management Practices during demolition and removal, and the site must be stabilized after such work is performed. Provided that, if the Grantor does not complete the clearing of the Protected Property within five years of the recording of this CE with the Warren County Clerk, then the Grantees may do so. If the Grantor does not complete the clearing of the Protected Property within said five years, the Grantor shall not have any financial responsibility for such costs of demolition, removal and restoration, nor shall the Grantor suffer any liability or damages for not completing said work, nor shall the enforceability of this CE be affected in any way;

e) The Grantor shall provide for stabilization of the Protected Property (foreseeing that the site may be under construction for an undetermined time or in phases over many years). The site must be protected from erosion, and runoff must be controlled by using Best Management Practices during and between construction and demolition activities; provided, however, that

Grantees shall be responsible for ensuring that such stabilization is maintained for any area that is undergoing redevelopment under their direction and control;

f) Use of equipment, temporary structures and materials to ensure the safety of the public on the Protected Property shall be permitted;

g) Use of the site for dredging activities to remove and treat sediments from Lake George shall be permitted, but only for so long as the Protected Property remains undeveloped for its intended Park Facilities; once the Protected Property has been redeveloped, such activities may no longer be conducted on the Protected Property without review and prior approval by Grantees pursuant to Section V;

h) Outside of the Festival Space, permanent structures, as shown on Exhibit B, may only be constructed by Grantor with the prior approval of the Grantees pursuant to Section V, except that benches and trash disposal containers (for on-site trash only) may be placed on the Protected Property without prior consent;

i) The Grantees shall cause the building located south of West Brook Road formerly known as Waxlife USA and Charley's Saloon to be demolished within one year after Grantees obtain all necessary permits for the construction of the Park Facilities, or within 30 months of the recording of this CE with the Warren County Clerk, whichever comes first. Grantees may use any equipment, materials and temporary structures reasonably necessary to conduct activities to demolish and remove the preexisting structures and roadways and hard surfaces, including asphalt and other impervious materials and surfaces, and grade and level the surface of the land at said site. The site must be protected from erosion, and runoff must be controlled by using Best Management Practices during demolition and removal, and the site must be stabilized after such work is performed; and

j) Prior to its demolition, the building located south of West Brook Road formerly known as Waxlife USA and Charley's Saloon shall not be used by Grantees or any other person.

2. Construction of Park Facilities. It is the intention of the parties hereto that the Protected Property shall be redeveloped for parks, recreation areas, special event areas, parking areas, and/or environmental initiatives, including stormwater control and treatment benefiting Lake George for the Conservation Purposes described in Section I, including, in the Festival Space, special event tents, special event or community building(s), parking areas, and similar public uses.

a) Such redevelopment of the Protected Property shall generally be as described herein and as shown on Exhibit B.

b) It is understood that the plans for the redevelopment of the Protected Property for the Park Facilities may be modified as the construction process proceeds, in order to better achieve the Conservation Purposes of this CE, provided that the amount of usable space of the Festival Space is not affected. Any material modification of the plans must be approved as an amendment to this CE by the parties pursuant to Section V, and any such modified plans as may be approved

shall be recorded in the Office of the Warren County Clerk, as an amendment to Exhibit B hereto.

c) The Grantees shall be responsible for accomplishing the development of the Park Facilities, outside of the Festival Space, and Grantees shall be principally responsible for securing grants, donations and other funding for the costs of such construction. The Grantees shall have access to the Protected Property as needed to carry out the redevelopment of the Protected Property and the construction of the Park Facilities. The Buyers may assist in the construction process by providing funds, labor, equipment and materials for parts of the construction project, and providing other assistance, but the Buyers shall not be required to spend their own funds for the construction costs. Upon completion of all or part of the Park Facilities, they shall be turned over by Grantees to the Grantor, as they are completed. Prior to accepting such Park Facilities the Grantor may determine whether or not they are in material compliance with this CE, but the acceptance by Grantor of such Park Facilities shall not be unreasonably withheld.

d) The Grantees shall use their best efforts to complete construction of the Park Facilities within five years of the recording of this CE with the Warren County Clerk. If the Grantees do not substantially complete construction of the Park Facilities within fifteen years of the recording of this CE with the Warren County Clerk, then the Grantor may do so. If the Grantees do not substantially complete construction of the Park Facilities within said fifteen years, the Grantees shall not have any financial responsibility for the costs of construction, nor shall Grantees suffer any liability or damages for not substantially completing construction of the Park Facilities; provided, however, that in that event this CE shall be terminated and of no further force and effect.

e) Notwithstanding Section II, as part of the redevelopment of the Protected Property for the Park Facilities, the Grantor and Grantees may use vehicles and equipment, and remove and add to the soils, as needed, to develop the parkland and stormwater mitigation facilities and constructed wetlands, ponds and pools, for stream corridor relocation and construction, and partial relocation of West Brook Road onto the Protected Property, and other Park Facilities, as shown on Exhibit B, and necessary appurtenances and utilities for such Park Facilities.

f) During the redevelopment of the Protected Property, if the Festival Space is not available for use due to Grantees' redevelopment activities, a minimum of two and one-half (2.5) useable acres, with appropriate access, shall be made available for the intended purposes of the Festival Space, as specified in paragraph III(1)(b)(i), on a temporary basis, subject to such reasonable terms and conditions as the parties hereto shall agree to.

3. Park Management Plan. The Management Team (as created by paragraph 4 below) shall, within three months of the recording of this CE with the Warren County Clerk, hold its first meeting and begin to develop a "Park Management Plan" that will protect the mutual investment of the parties in the redevelopment project by regular and appropriate maintenance of the Protected Property and the Park Facilities. The Park Management Plan will include pre-development, interim development and final development sections, and shall be phased if the project is to be completed over many months or years. The Management Team will consider the impact upon the Park Management Plan as redevelopment or future changes to the Protected Property occur, and modify the Park Management Plan as needed. The Park Management Plan

shall include a full description of the project, as built, and include maintenance schedules, work and agreements between the parties providing the labor and materials for maintenance. The Management Team will present the Park Management Plan for approval of the governing bodies of the Grantees and Grantor within a reasonable time. The Management Team shall update the Park Management Plan, as needed, and shall do so within a reasonable time after the completion of each significant phase of redevelopment or change in the Park Facilities, and shall then send the revised plan to all parties as each update is ready for approval by the governing bodies of the Grantor and Grantees. The Park Management Plan and all updates thereto shall be consistent with this CE.

4. Management Team. Within two months of the recording of this CE with the Warren County Clerk, each Grantee and each Buyer shall appoint a representative to a "Management Team", which shall serve as a body for the coordination of the management, use and maintenance of the Protected Property and the Park Facilities and the encouragement of cooperation among the Grantor and the Grantees. Each member of the Management Team shall only have such authority as the appointing body shall grant to him or her and the Management Team shall act in an advisory capacity only. The Management Team may adopt such rules and procedures for its operation as it sees fit. In no event shall the Management Team recommend, authorize or undertake any action that is not consistent with this CE.

5. Park Maintenance and Use. The Grantor shall be responsible for the maintenance, replacement and repair of the Park Facilities and the Protected Property, in accordance with the Park Management Plan. In doing so, Grantor may use such equipment and materials as are reasonably necessary to do so, to cultivate fields and plantings, to maintain existing vegetation, to maintain driveways, trails, paths and structures, for the purposes permitted under Section I and this Section III, and as depicted on Exhibit B, and consistent with paragraph 6 of this Section III. Where stated below, certain activities listed in this paragraph 5 shall require the advance consent of the Grantees pursuant to Section V; otherwise no such consent shall be required. Also, the Grantor is required to undertake certain activities listed below in this paragraph 5, and all activities shall comply with any conditions listed below in this paragraph 5.

Grantor may use, and allow others to use, the Park Facilities and Protected Property, consistent with this CE and the Conservation Purposes, as follows:

- a. Outside of the Festival Space, any activities or construction with the potential to affect water quality, fisheries or soil erosion shall only be allowed if first approved by the Grantees pursuant to Section V; on the Festival Space, approval of such activities or construction by Grantees pursuant to Section V shall not be required, but reasonable advance notice thereof, including copies of plans, stormwater management plans, and drawings, if applicable, shall be provided by Grantor to Grantees pursuant to Section VI, and Grantor shall consult with Grantees with regard to the potential environmental impacts thereof and consistency with this CE.
- b. Any activities or construction on the Protected Property shall be conducted in a manner that minimizes to the optimal extent possible any adverse effects on the natural resources and conservation values of the Protected Property, surrounding lands, and Lake George, including but not limited to, any watercourse or wetlands;

- c. Outside of the Festival Space, any temporary structures and equipment necessary to conduct permitted maintenance activities shall be permitted, for up to 14 consecutive days; any such buildings or structures intended to be used and maintained for a longer period or intended to be permanent, shall only be allowed if first approved by the Grantees pursuant to Section V;
- d. Reasonable use of pesticides, herbicides, manure and fertilizers shall be permitted to the extent necessary to conduct maintenance activities for the Park Facilities, but only if such use is consistent with paragraph b above;
- e. The maintenance, repair and use of existing and redeveloped unpaved and paved trails, fences, bridges, culverts, gates and stone walls and driveways (collectively "improvements") on the Protected Property, substantially in their present or redeveloped condition, shall be permitted, consistent with Exhibit B;
- f. The construction, replacement in-kind or repair of improvements shall be permitted as reasonably necessary in conducting permitted activities on the Protected Property; relocation or alteration of such improvements may be undertaken, if first approved by the Grantees pursuant to Section V; ; On the Festival Space, approval of such actions by Grantees pursuant to Section V shall not be required, but reasonable advance notice thereof, including copies of plans, stormwater management plans, and drawings, if applicable, shall be provided by Grantor to Grantees pursuant to Section VI, and Grantor shall consult with Grantees with regard to the potential environmental impacts thereof and their consistency with this CE.
- g. Any new trails constructed on the Protected Property, not shown on Exhibit B, shall be designed, located and constructed in a manner which minimizes potential negative impacts that may materially impair the purposes of this CE, and shall only be allowed if first approved by the Grantees pursuant to Section V;
- h. The erection and maintenance of signs or monuments that identify the property, and the nature, limits and conduct of permitted uses, including educational and recreational uses, the identity or location of trails, areas of interest, natural features or other characteristics of the Protected Property and its environs; directional signs; recognition of project supporters and donors, including but not limited to the Grantor, Grantees, Buyers, and private donors; and for providing other like information, shall be permitted. Signs and monuments must be consistent with the easements, restrictions, privileges and other rights under the terms of this CE, particularly any designated areas shown on Exhibit B. Outside of the Festival Space, all such signs and monuments, other than temporary signs in use for 14 consecutive days or less, shall only be allowed if first approved by the Grantees pursuant to Section V;
- i. Parking and use of motorized vehicles on the Protected Property shall be permitted on roads and parking areas in the Festival Space designated on Exhibit B, and as otherwise necessary for police, fire, ambulance or other emergency personnel or governmental agents in the performance of their official duties; and use of motorized vehicles shall be permitted in order to conduct maintenance activities, where necessary;
- j. Conducting archaeological investigations and activities, including without limitation surveys, excavation and artifact retrieval, shall be permitted, under the direction of a qualified organization or person, following submission of an archaeological field

investigation plan and its approval by the New York State Office of Parks, Recreation and Historic Preservation;

- k. Maintaining meadows, wooded areas, other vegetation, wildlife habitat ponds and stormwater management and treatment devices shall be permitted. Alteration of existing drainage patterns (as redeveloped) shall be permitted only pursuant to an approved stormwater management plan, approved in writing by the Grantees pursuant to Section V;
- l. Non-commercial or commercial passive recreation (for example, a fishing or wetland habitat class) and education activities (for example, a guided nature study) of the type described in Section IV of this CE, shall be permitted, provided that such activities are conducted in a reasonable manner which does not impair the Conservation Purposes of this CE;
- m. Historic interpretation and reenactment activities shall be permitted, provided that such activities are conducted in a reasonable manner which does not impair the Conservation Purposes of this CE;
- n. The vegetated buffer zones adjoining the Festival Space, as depicted on Exhibit B, are not part of the Festival Space. They shall be maintained as buffer zones and shall not be developed. Vegetation, and wherever practicable, mature trees, shall be maintained in said buffer zones, so as to provide substantial visual screening of the Festival Space and its facilities. Provided, however, that within said buffer zones, appropriate footpaths and walkways may be constructed to link the Festival Space to the remainder of the Protected Property and adjoining properties; and
- o. The activities listed in paragraphs III (1) (a), (b)(i), (c), (f), (g) and (h) above shall also be permitted post-development.

6. Maintenance of Park Facilities. The County shall clean out, maintain and repair the stormwater management, treatment and control facilities, including environmental facilities, streams, ponds, wetlands, pipes, basins, infiltration meadows, on the Protected Property. The Town and Village shall jointly maintain and repair all other Park Facilities, the grounds and any structures on the Protected Property, including landscaping, signs, parking areas, driveways, trails, lighting, benches and buildings and structure, except for those maintained by the County. All such facilities and property shall be maintained in good working order and shall be kept looking attractive to the best of the ability of the Buyers. Such work shall be done at Buyers' expense, but they may apply funds described in paragraph 7 below to such work. All such work shall be performed consistently with the Park Management Plan provided for above.

7. Funds. The Management Team shall prepare an annual budget for the maintenance, repair and improvement of the Protected Property for review and approval by the governing bodies of the Buyers. Except as expressly provided herein and in paragraph 8 below, all funds generated by the leasing or other use of the Protected Property, including fees, rents and parking revenues, shall be placed into a separate account to be kept under the control of the Warren County Treasurer, which shall be expended for the maintenance, repair and improvement of the Protected Property. If parking meters are installed on West Brook Road, all proceeds from such meters shall be placed in said account to be used for such purposes. Any funds in such account that are not expended in the year in which they are generated may, by agreement among the Buyers, be distributed to the Buyers in such proportions as they may agree to among themselves, to be used for other lawful

governmental purposes, or be carried over in a reserve fund for future use on the Protected Property.

8. Use of Festival Space. Notwithstanding any other provision of this CE, the area designated as "Festival Space" on Exhibit B, and described on Exhibit C which is annexed hereto and incorporated herein, may be used as follows, subject to the following:

- a. Notwithstanding any other provision of this CE to the contrary, the Festival Space may be utilized in any lawful manner for parks, recreation areas, special event areas, parking areas, and/or environmental initiatives benefiting Lake George, including areas for special events, special event tents, special event or community building(s), parking areas, and similar public uses.
- b. On the Festival Space, existing buildings may be retained, or new buildings may be constructed, for public uses consistent with paragraph a above.
- c. All revenues generated by such existing or new building(s) and the Festival Space may be applied to the maintenance, repair and improvement of the building(s) and Festival Space, and if not so applied, shall be used for the purposes set forth in Sections I and III of this CE and shall be deposited to the account controlled by the Warren County Treasurer described in paragraph 7 above. No revenues generated elsewhere on the Protected Property or otherwise held in said account controlled by the Warren County Treasurer may be applied to said building and Festival Space.
- d. Approval by Grantees pursuant to Section V of permissible construction and other permitted activities on the Festival Space shall not be required, but reasonable advance notice of construction of facilities, and of other activities that may have environmental impacts, including providing copies of plans, stormwater management plans, and drawings, if applicable, shall be provided by Grantor to Grantees pursuant to Section VI.
- e. No stormwater runoff from the Festival Space may be discharged from the Festival Space, except that prior to redevelopment of the Festival Space by Grantor, stormwater runoff may be discharged at the preexisting levels.

9. Rerouting of West Brook Road. As shown on Exhibit B, it is anticipated that part of the northerly, or westbound, lane of West Brook Road will be rerouted to enable the construction of stormwater control devices in and near West Brook. West Brook Road is presently owned by Warren County. To the extent necessary to accomplish the rerouting of West Brook Road, the Grantor shall transfer to Warren County the title to such land as may be necessary for the rerouting, as shown on Exhibit B, on the condition that all lands formerly part of West Brook Road, that will no longer be used for such road as shown on Exhibit B, shall be transferred to the Grantor, and shall, upon such transfer, become part of the Protected Property. Only the minimum amount of land necessary for the rerouting of the road shall be transferred to the County.

Prior to such transfers, the Grantor shall provide notice to Grantees of the intended transfers, pursuant to Section V hereof, together with such surveys, plans and other documentation as may reasonably required, for review and approval by Grantees to ensure compliance with this CE. The transfer shall be accomplished by the exchange of deeds to be recorded with the Warren County Clerk.

Any such land transferred to the County shall be released from this CE, except as provided in paragraph 10 below (“Use of West Brook Road Right-of-Way”). Any such land transferred from the County to Grantor shall become subject to this CE upon the recording of the deed with the Warren County Clerk.

10. Use of West Brook Road Right-of-Way. The County, as the owner of the right-of-way of West Brook Road, including the median and the bed and banks of West Brook, hereby agrees that the parties hereto may use said right-of-way for construction of the Park Facilities, as shown on Exhibit B, including any revisions to Exhibit B as may be approved pursuant hereto. All plans for such work on County property in the West Brook Road right-of-way shall be subject to the approval of the Warren County Superintendent of Public Works, which approval shall not be unreasonably withheld.

11. Connection to Off-Site Stormwater Management Devices and Wetlands. In the event that stormwater control and remediation measures, including wetlands, are developed on adjoining properties, including the adjoining lands of the State of New York, such measures may be integrated with the stormwater measures on the Protected Property, and the flow of treated water from them, as well as water from preexisting wetlands, may be integrated with the stormwater flow on the Protected Property, and discharged into West Brook from the Protected Property. The construction of such measures shall be depicted on a revised Exhibit B.

12. Remediation of Petroleum Discharge. Discharged petroleum products have been discovered in the northwest corner of the Protected Property, as described in the “Phase I and Phase II Environmental Site Assessment of Wood Foundation Property, West Brook Road, Lake George, NY” by Jarrett-Martin Engineers, PLLC, dated May 2008. As soon as practicable, Grantor shall have caused said petroleum products to be removed and the area restored, consistent with all requirements of the New York State Department of Environmental Conservation. Such work shall proceed under a plan developed by and performed under the supervision of licensed professional engineers certified for such work in New York State, and overseen by the New York State Department of Environmental Conservation. Such work shall not require the prior approval of, or control by, the Grantees

13. Compliance with Laws. All work, construction, demolition, redevelopment, maintenance and repair on the Protected Property, and all activities on the Protected Property, shall comply with all applicable laws, ordinances, codes, rules and regulations, as well as with this CE.

14. Permits. Each party shall be responsible for obtaining any permits or other approvals required for their respective responsibilities and activities on the Protected Property. The other parties shall all cooperate in obtaining any such permits or approvals, including signing applications as co-applicants.

**IV. GRANTEES’ ACCESS; PUBLIC ACCESS:**

1. Access by Grantees. The CE granted hereby includes, for the benefit of the Grantees, their successors and assigns, an easement and the right to enter upon the Protected Property at any time, for the purposes of:

- a) conducting natural community research, upon 48 hours prior notice to the Grantor, including:
  - (1) locating, collecting samples, and otherwise studying and documenting any and natural communities which exist on the Protected Property,
  - (2) conducting biological surveys, and
  - (3) monitoring the natural communities, habitats and species thereon, provided that such activities by the Grantees shall not unreasonably interfere with the use of the Protected Property by the Grantor in accordance with the terms of this CE;
  
- b) inspecting and monitoring the Protected Property and enforcing the restrictions and easements imposed by this CE and remedying any violations of same. This latter right shall be in addition to any other remedies available to the Grantees, their successors, assigns or other authority, for the enforcement of these restrictions and easements and the remedying of any violations of same.

2. Access by the General Public. The CE hereby granted to the Grantees includes, for the benefit of the general public, an easement and the right to enter upon and use, and pass and repass, upon the Protected Property for educational and passive noncommercial recreation uses (such as, but not limited to, hiking, picnicking, snowshoeing, bicycling on any trail area designated on Exhibit B, cross-country skiing, bird watching, and nature study) in accordance with reasonable rules or regulations that the Grantor may develop or promulgate governing such access. The Grantor shall make reasonable efforts to consult the Grantees during the development of such rules and regulations. Said rules or regulations may (1) address or ensure that public access preserves or promotes the natural resource values of the Protected Property; (2) limit or prohibit the time, manner and conduct of such public access; and (3) provide for temporary periods of partial or total prohibition of public access to all or a portion of the Protected Property for public health or safety purposes, including accommodating maintenance or approved improvements or other uses of the Protected Property by the Grantor expressly permitted pursuant to Section III of this CE.

**V. NOTICE AND APPROVAL PROCEDURE:** Any act or use of the Protected Property which requires the consent of the Grantees pursuant to the terms of this CE may only be undertaken if approved in writing by the Grantees following a written request by Grantor to the Grantees. The following procedure shall apply to all requests for such consent:

1. The Grantees shall only accept such a request from the then-current owner(s) of the fee interest in the Protected Property.
  
2. The written request must be sent to the Grantees at least thirty (30) days prior to the proposed or anticipated undertaking of the proposed use or action on the Protected Property, and said

request must provide a detailed description of the proposed act or use, including the nature, scope, design, location, timetable, and any other material aspect of the proposed use or action, together with the proposed plans, and any supporting studies, applications, etc., in sufficient detail to permit the Grantees to determine whether approval of the requested acts and uses is permitted and appropriate.

3. A request for such consent shall only be approved if it is found by all of the Grantees that the proposed action or use:

(a) is consistent with the terms, conditions easements, restrictions, and Conservation Purposes of this CE;

(b) will not interfere with the stormwater management and control functions of the Park Facilities;

(c) is consistent with Exhibit B;

(d) will not render this CE or any part of it void or unenforceable.

The consent of the Grantees shall not be unreasonably withheld.

4. Notice of approval or disapproval shall be given in writing. Said consent, if granted, will include appropriate conditions to ensure that the proposed acts or uses will not impair the Conservation Purposes of this CE and the easements, restrictions and other rights granted hereunder.

**VI. SENDING OF NOTICES:** Any notice, demand, request, consent, approval or communication that any party hereto desires or is required to give to any other party hereto shall be in writing and either served personally or sent by certified mail (return receipt requested), postage prepaid, or by overnight mail or overnight courier service which provides receipt of delivery, addressed as follows:

To the Grantor:

Chair of the Board  
The Charles R. Wood Foundation  
499 Glen Street  
Glens Falls, NY 12801

To the Grantees:

Executive Director  
The Fund For Lake George, Inc.  
2199A State Route 9  
P.O. Box 352  
Lake George, NY 12845

Executive Director  
Lake George Land Conservancy, Inc.  
Lake Shore Drive  
P.O. Box 1250  
Bolton Landing, NY 12814

Executive Director  
The Lake George Association, Inc.  
State Route 9N  
P.O. Box 408  
Lake George, NY 12845

To the Buyers:

Chair  
Board of Supervisors  
County of Warren  
Warren County Municipal Center  
1340 State Route 9  
Lake George, NY 12845

Supervisor  
Town of Lake George  
20 Old Post Road  
Lake George, NY 12845

Mayor  
Village of Lake George  
P.O. Box 791  
Lake George, NY 12845

Or to such address as any party from time to time shall designate by written notice to all of the other parties in accordance herewith. Any party can change the address to which notices are to be sent by giving notice pursuant to this section.

All notices sent under this Section VI shall be deemed given when received.

**VII. BASELINE CONDITIONS REPORT:** Upon completion of the construction of the Park Facilities, and also at such times prior thereto as they deem necessary, the Grantees may prepare a Conservation Easement Baseline Conditions Report (the "Baseline Report"), which shall describe the conservation values of the Protected Property and its then-current use and state of improvement. The Grantor shall cooperate in the preparation of such Baseline Report and updates thereof. Each Grantor and Grantee shall have a copy of the Baseline Report and each update and, upon completion of each Baseline Report or update thereof, shall acknowledge in writing that the Baseline Report or update is accurate as of the date of its preparation. The Baseline Report and updates may be used by Grantees to establish that a change in the use, condition or character of the Protected Property has occurred, but its existence shall not preclude the use by Grantee of other evidence to establish the use, condition or character of the Protected Property as of the date of the Baseline Report or updates or that changes have occurred since said date(s).

**VIII. ENVIRONMENTAL WARRANTY:** Nothing in this CE shall be construed as giving rise to any right or ability in the Grantees to exercise such physical or management control over the day-to-day operations of the Protected Property, or with any of Grantor's activities on the Protected Property, that would allow Grantees to become an "operator", "owner" or "arranger" with respect to the Protected Property within their meanings in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA") or any corresponding state and local statute or ordinance, unless Grantees' activities on the Protected Property result in the discharge of Hazardous Materials on the Protected Property.

1. "Environmental Law" or "Environmental Laws" means any and all Federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect.

2. "Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment, except the term "Hazardous Material" does not include petroleum products, fertilizers, pesticides, herbicides, manure, and other substances used, stored or generated in the lawful operation of an agricultural operation.

3. Grantor warrants that, except as described in Section III(12), it is in compliance with, and shall remain in compliance with, all applicable Environmental Laws. Grantor warrants that there are no other notices by any governmental authority of any violation or alleged violation of, non-compliance or alleged non-compliance with or any liability under any Environmental Law relating to the operations or conditions of the Protected Property.

4. Grantor warrants that, except as described in Section III(12), it has no actual knowledge of a release or threatened release of any Hazardous Materials on, at, beneath or from the Protected Property. Moreover, Grantor hereby promises to hold harmless, defend and indemnify the Grantees against all litigation, claims, demands, penalties and damages, including reasonable attorneys' fees, arising from or connected with the release or threatened release of any Hazardous Materials on, at, beneath or from the Protected Property, or arising from or connected with a violation of any Environmental Laws by Grantor or any other prior owner of the Protected Property. Grantor's indemnification obligation shall not be affected by any authorizations provided by Grantees to Grantor with respect to the Protected Property or any restoration or redevelopment activities carried out by Grantee at the Property

5. Provided, however, that Grantees shall be responsible for any Hazardous Materials contributed to the Protected Property by the Grantees after the date hereof and Grantees hereby promise to hold harmless, defend and indemnify the Grantor against all litigation, claims, demands, penalties and damages, including reasonable attorneys' fees, arising from or connected with the release or threatened release of any Hazardous Materials on, at, beneath or from the Protected Property, arising from or connected with a violation of any Environmental Laws by Grantees.

**IX. LIABILITY:** Other than performing the redevelopment of the Protected Property for the Park Facilities pursuant to Section III, by accepting this grant of the rights, restrictions, and easements contained herein, the Grantees do not undertake any liability or obligation relating to the use or condition of the Protected Property. Grantor, its successors and assigns, including Buyers, shall be responsible for the condition of the Protected Property and all facilities located thereon after the Grantees turn over the Park Facilities to Grantor pursuant to paragraph III(2)(c). Grantees' exercise of, or failure to exercise, any right conferred by this CE shall not be deemed to be management or control of the activities on the Protected Property. Other than as specified in this CE, this CE is not intended to impose any legal or other responsibility on Grantees, or in any way to affect any obligations of Grantor as owner of the Protected Property.

Each party ("First Party") shall hold harmless, indemnify and defend any other party, and their members, directors, officers, officials, employees, agents and contractors, and the heirs, successors and assigns of each of them (hereinafter referred to collectively as the "Indemnified Parties"), from and against all liabilities, injuries, penalties, costs, losses, damages, expenses, causes of action, claims, demands or judgments, including attorneys' fees, arising from or in any way connected with the actions or omissions of the First Party resulting in: (a) injury to or death of any person, physical damage to any property, related to or occurring on or about the Protected Property; (b) any release of hazardous substances on the Protected Property or any violation of federal, state or local law by the First Party, unless caused by any of the Indemnified Parties; and (c) being made a party to a legal action or proceeding due to the existence or administration of this CE, including any actions taken pursuant to Section X "Enforcement; Parties' Remedies.

**X. ENFORCEMENT; PARTIES' REMEDIES:** Any election, delay or omission by any party as to the manner and timing of their exercise of their right to enforce the easements, restrictions, and other rights contained in this CE or any other exercise of their rights hereunder shall not be deemed or construed to be a waiver of such rights or of other rights, or to create a defense of laches, waiver or estoppel.

The rights hereby granted to the parties shall include the right to enforce the easements, restrictions, and other rights contained in this CE by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Protected Property to its condition prior to the time of the injury complained of (it being agreed that the parties may have no adequate remedy at law), and shall be in addition to, and not in limitation of, any other rights and remedies available to the parties.

If one or more parties determines that one or more other parties is in violation of the terms of this CE or that a violation is threatened, that party shall give written notice to the other party of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Protected Property resulting from any use or activity inconsistent with the terms or purpose of this CE, to restore the portion of the Protected Property so injured. If the party alleged to be in violation fails to cure the violation within thirty (30) days after receipt of notice thereof from the other party, or under circumstances where the violation cannot reasonably be cured within a (30) day period, fails to begin curing such violation within the thirty (30) day period, or fails to continue diligently to cure such violation until finally cured, the first party may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this CE, to enjoin the violation *ex parte* if necessary, by temporary restraining order, and to obtain a temporary or permanent injunction, to recover any damages to which the party may be entitled for violation of the terms of this CE or injury to any Conservation Purposes, Park Facilities and natural resources protected by this CE, including damages to the Conservation Purposes, or for the loss of conservation values, natural resources or Park Facilities, and to require the restoration of the Protected Property to the condition that existed prior to any such injury.

Without limiting any party's liability therefore, a party, in its sole discretion, may undertake any corrective or preventative action that may be required if another party who is required to do so fails to do so in a timely manner, and may apply any damages recovered to the cost to the first party of undertaking any corrective or preventative action on the Protected Property, and/or the first party may separately recover for the cost of undertaking such corrective action.

If circumstances require immediate action to prevent or mitigate damage to the Conservation Purposes, Park Facilities or natural resources of the Property, a party may pursue its remedies under this Section X without waiting for the period provided for cure to expire. These rights under this Section apply equally in the event of either actual or threatened violations of the terms of this CE. The parties agree that their remedies at law for injunctive relief described in this Section X, are both prohibitive and mandatory, and are in addition to such other relief to which they may be entitled, including specific performance of the terms of this CE, without the necessity of proving either actual damages or the inadequacy of otherwise available legal

remedies. The remedies described in this Section X shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

Any costs of prevention or restoration incurred by the party seeking enforcement of this CE or restoration of damage to the Protected Property necessitated by a violation of the terms of this CE, shall be borne by the party causing the violation , and the enforcing party may have judgment for same from a court of competent jurisdiction.

Any costs incurred by any party in enforcing the terms of this CE , including costs of suit and attorneys' fees, if the enforcing party prevails in court, shall be borne by the party found to be in violation of this CE, and the enforcing party may have judgment for same from a court of competent jurisdiction.

**XI. COSTS AND TAXES; LIABILITY:** Grantor agrees to pay and discharge, when and if due, any and all real property taxes and other assessments levied by any competent authority on the Protected Property. The Grantor shall maintain adequate insurance or self-insurance in an amount sufficient to cover all reasonably anticipated liabilities connected with the Protected Property.

**XII. GRANTOR'S TITLE WARRANTY:** The Charles R. Wood Foundation warrants that Grantor has good and sufficient title to the Protected Property, free from all encumbrances except those disclosed in writing to Grantees prior to the closing, and hereby promises to defend and indemnify Grantees against all title claims that may be made against them.

**XIII. BINDING EFFECT; PERPETUITY; RELEASE:** Except as provided in Sections III(2)(d) and III(9), the burden of this CE shall run with the Protected Property in perpetuity, and shall be enforceable against the Grantor and the Grantor's successors and assigns and any other person or governmental entity holding any interest in or to the Protected Property, as the case may be, and shall be restrictions and easements running with the land in perpetuity; and the Protected Property shall only be held, used and conveyed and otherwise transferred or disposed of subject to this CE. Except as provided in Sections III(2)(d) and III(9), this CE may only be released, in whole or in part, by the Grantees pursuant to and in accordance with New York Environmental Conservation Law, Article 49, Title 3.

No merger of title, estate or interest shall be deemed effected by any previous, contemporaneous, or subsequent deed, grant, or assignment of an interest or estate in the Protected Property, or any portion thereof, to one or more Grantees, it being the express intent of the parties that this CE shall not be extinguished by, or merged into, any other interest or estate in the Protected Property now or hereafter held by one or more Grantees.

Furthermore, the fact that any use of the Protected Property that is expressly prohibited by the terms of this CE may become greatly more economically valuable or otherwise more desirable or beneficial than the uses permitted by the terms of this CE, or that neighboring properties may, in

the future, be put entirely to uses that are not permitted by this CE, has been considered by Grantor in granting this CE and by Grantees in accepting it. In addition, the inability of Grantor, Grantees, or their successors and assigns, to conduct or implement any or all of the uses permitted under the terms of this CE, or the unprofitability of doing so, shall not impair the validity of this CE or be considered grounds for its termination or extinguishment.

**XIV. RECORDATION:** The Grantees are authorized to record or file any notices or instruments appropriate to ensure the perpetual enforceability of this CE. Grantees shall record this CE in timely fashion in the office of the Warren County Clerk, and may re-record it at any time as may be required to preserve their rights under this CE. Without limiting the foregoing, the Grantor, its successors and assigns, agrees to execute any such instrument upon request.

**XV. TERMINATION OF DEVELOPMENT RIGHTS:** Except as otherwise reserved in this CE, by Grantor's execution of this CE, Grantor agrees that all development rights appurtenant to the Protected Property are released, terminated and extinguished, and such development rights may not be used on or transferred to any portion of the Grantor's property as it now or in the future may be bounded or described, or to any other property, adjacent or otherwise, or used for the purpose of calculating permissible lot yield or development density of the Protected Property or of any other property.

**XVI. SUBSEQUENT TRANSFERS:**

1. The Grantor agrees to expressly incorporate the terms of this CE, in full or by reference, in any deed or other legal instrument by which Grantor conveys or transfers any interest in all or a portion of the Protected Property, including a leasehold interest or license. The Grantor shall notify the Grantees in writing at least thirty (30) days before conveying or transferring the Protected Property, or any part thereof or interest therein (including a lease or license) and shall provide a copy of the proposed deed, lease or other instrument to Grantees for review, to ensure compliance with this section of this CE. The failure of the Grantor to perform any act required by this section shall not impair the validity of this CE or limit its enforceability in any way.

2. The Grantees may assign all or part of their rights and/or obligations under this CE: (a) to the State of New York, only with the consent of the Grantor; or (b) to any not-for-profit organization that is duly qualified to hold conservation easements under New York Environmental Conservation Law Article 49, Title 3, and the United States Internal Revenue Code. It is understood and agreed that, in order to fund the acquisition of the CE and/or the redevelopment of the Protected Property, and/or the construction of the Park Facilities, the Grantees may seek funding from the State of New York. If the State provides such funding, as a condition thereof, it may require that it receive a conservation easement(s) on the Protected Property. In that event, and if the Grantor has consented under item (a) of this paragraph 2 above, then the parties hereto shall all cooperate in meeting the requirements of the State for the delivery of such a conservation easement(s) to the State, including subordination of the interests of the Grantor in the Protected Property to the State's conservation easement(s), provided that this State

conservation easement(s) shall not restrict the use of the Protected Property by the Grantor more than this CE does, without the consent of the Grantor. Such a conservation easement(s) may be in addition to, and not in place of, this CE.

**XVII. EXTINGUISHMENT; EMINENT DOMAIN:** The Grantor and Grantees agree that the grant of this CE gives rise to a property right that vests immediately in the Grantees and which has a fair market value that is equal to the value by which the CE reduces, at the time of the grant, the value of the property as a whole. For the purposes of determining the respective rights of the Grantees, and the Grantor on extinguishment, the proportionate value of the parties' respective rights will be determined as follows:

The value of Grantees' property rights at the time of the grant of this CE is 51.22% and the value of Grantor's remaining percentage is 48.78% of the total value of the Protected Property. Such proportionate values of the Grantees' and the Grantor's property rights shall remain constant for the life of the CE. If the Buyers are the Grantor of this CE at the time of any such extinguishment, the County's percentage shall be 31.70%, the Town's percentage shall be 8.54% and the Village's percentage shall be 8.54%.

Should this CE be extinguished over all or any portion of the Protected Property by judicial decree or by act of public authority, the Grantees shall be entitled to a portion of the proceeds thereof equal to the proportionate value of the CE, subject, however, to any applicable law which expressly provides for a different disposition of proceeds. If the Conservation Purposes protected hereby are unaffected by the taking, and the only interest taken by judicial decree or public authority is the Grantor's interest, and recovered proceeds are awarded on the basis of the value of the Protected Property as restricted by this CE, then the proceeds from such taking shall be payable in their entirety to Grantor.

Whenever all or any part of the Protected Property or any interest therein is taken by a public authority (other than Grantor's successors) under power of eminent domain, or if all or any part of this CE is extinguished by act of public authority (other than Grantor's successors), then the Grantor and Grantees shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. Any payment received shall be divided as set forth above.

In the event of any such payment to the Grantees, the Grantees shall divide it equally among themselves.

If the Buyers purchase the Protected Property from Grantor (and become the Grantor themselves), they may not exercise the right of eminent domain against the CE or the Grantees.

**XVIII. AMENDMENT:** If circumstances arise under which amendment to, or modification of, this CE would be appropriate, Grantor and Grantees may, by a mutual written agreement, signed by all of the owners of the Protected Property and all of the Grantees, jointly amend this CE; provided that no amendment may be made that will be inconsistent with the Conservation Purposes of this CE, affect its perpetual duration, nor adversely affect any of the significant

conservation values of the Protected Property, adversely affect the not-for-profit or tax exempt status of any of the Grantees, or be contrary to Article 49, Title 3, of the Environmental Conservation Law, the United States Internal Revenue Code or any regulations adopted pursuant thereto, or other applicable law. Any such amendment shall provide a net or neutral conservation benefit to the Protected Property. Any such amendment shall be recorded in the Office of the Warren County Clerk.

Approval of any amendment of this CE shall be at the discretion of the Grantees, which may establish such requirements for the submission of plans and other documentation as they deem reasonably necessary to make the determination required or permitted by Grantees hereunder.

**XIX. SEVERABILITY:** If any section or provision of this CE shall be held to be unenforceable by any court of competent jurisdiction, the CE shall be construed as though such section had not been included in it. If any section or provision of the CE shall be susceptible of two constructions, one of which would render such section or provision invalid, then such section or provision shall be given the construction that would render it valid. If any section or provision of this instrument is ambiguous, it shall be interpreted in accordance with the policies and provisions expressed in New York Environmental Conservation Law, Article 49, Title 3.

**XX. EXECUTION BY BUYERS:** It is anticipated that following the grant of this CE by Grantor, the Buyers will acquire the fee title of the Grantor to the Protected Property, thereby becoming the Grantor, as defined above. By their signing of this CE below, the Buyers expressly agree, for themselves, their employees and officials, and successors and assigns, to abide by its terms, conditions, restrictions and obligations.

**XXI. GENERAL PROVISIONS:**

1. Controlling Law and Venue. The interpretation and performance of this CE shall be governed by, and construed in accordance with, the laws of the State of New York. Any legal action or proceeding concerning this CE shall be venued in Warren County.

2. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this CE shall be liberally construed in favor of Grantees to effect the purposes of this CE and the policy and purpose of Article 49, Title 3, of the New York Environmental Conservation Law. If any provision in this CE is found to be ambiguous, an interpretation that is consistent with the purpose of this CE shall be favored.

3. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the CE and supersedes all prior discussions, negotiations, understandings and agreements relating to the CE, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with Section XVII hereof.

4. No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of the Grantor's title in any respect.

5. Interpretation. The following rules shall govern the interpretation of this CE:

- (a) a reference to any law shall include any amendment or modification to such law, or any law superseding such law;
- (b) the terms "hereby", "hereof", "herein", "hereunder" and any similar terms as used in this document refer to the entire document; and the term "heretofore" shall mean before, and the word "hereafter" shall mean after, the date of the execution and delivery of this document;
- (c) the terms "include", "includes" and "including" are not limiting;
- (d) words of masculine gender shall mean and include correlative words of feminine and neuter genders, and words importing the singular number shall mean and include the plural number, and vice versa;
- (e) words importing persons shall include firms, associations, partnerships, trusts, corporations and all other legal entities, including public bodies, as well as natural persons; and
- (f) a reference to any person or entity shall include the person or entity's successors and assigns.

6. Successors and Assigns. The duties, covenants, terms, conditions and restrictions of this CE shall run with the land and shall be binding upon, and inure to the benefit of, the parties hereto and their respective, employees, officers, officials, successors and assigns.

7. Termination of Rights and Obligations. A party's rights and obligations under this CE shall terminate upon transfer of such party's entire interest in the CE or the Protected Property, except that liability for acts or omissions occurring prior to transfer shall survive the transfer.

8. Captions. The captions in this CE have been inserted solely for convenience of reference and shall have no effect upon its construction or interpretation.

9. Authority. By his or her signature below, each of the undersigned affirms that he or she is duly authorized to execute this CE on behalf of the party for whom he or she signs it.

TO HAVE AND TO HOLD unto Grantees, their successors and assigns, forever.

IN WITNESS WHEREOF, the GRANTOR, the Charles R. Wood Foundation, has caused these presents to be signed, acknowledged and delivered on this \_\_\_\_ day of February, 2008.

Charles R. Wood Foundation, Grantor

By: \_\_\_\_\_  
Georgia Beckos-Wood, Chair of the Board

IN WITNESS WHEREOF, the GRANTEES have set their hands on the day and year set forth above.

The Fund for Lake George, Inc., Grantee

By: \_\_\_\_\_  
Peter Bauer, Executive Director

The Lake George Association, Inc., Grantee

By: \_\_\_\_\_  
C. Walter Lender, Executive Director

Lake George Land Conservancy, Inc., Grantee

By: \_\_\_\_\_  
Nancy Williams, Executive Director

IN WITNESS WHEREOF, the BUYERS have set their hands on the day and year set forth above.

Warren County, Buyer

By: \_\_\_\_\_  
Frederick H. Monroe, Chair, Board of Supervisors

Town of Lake George, Buyer

By: \_\_\_\_\_  
Louis Tessier, Supervisor

Village of Lake George, Buyer

By: \_\_\_\_\_  
Robert Blais, Mayor



STATE OF NEW YORK)  
 ) SS.:  
COUNTY OF WARREN)

On the \_\_\_ day of February in the year 2008 before me, the undersigned, a notary public in and for said state, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person or entity, upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK)  
 ) SS.:  
COUNTY OF WARREN)

On the \_\_\_ day of February in the year 2008 before me, the undersigned, a notary public in and for said state, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person or entity upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK)  
 ) SS.:  
COUNTY OF WARREN)

On the \_\_\_ day of February in the year 2008 before me, the undersigned, a notary public in and for said state, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person or entity, upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public



## AGREEMENT

**THIS AGREEMENT** is made this \_\_\_\_ day of February, 2008 between the County of Warren (the "County"), the Town of Lake George (the "Town"), and the Village of Lake George (the "Village") collectively referred to as the "Three M's"; and The Lake George Association, Inc. ("LGA"), The Fund for Lake George, Inc. (the "Fund") and Lake George Land Conservancy, Inc. (the "Conservancy"), collectively referred to as "the Three E's".

**WHEREAS**, the Three M's have entered into a contract with the Charles R. Wood Foundation (the "Foundation") dated October 27, 2006 to purchase certain premises commonly known as Gaslight Village and Waxlife USA in the Village and Town, said premises being identified as Tax Map Parcels 264.06-3-29, 264.06-3-30, 264.06-3-31, 264.06-3-32 and 264.06-2-52 (the "Property"), for the sum of Four Million, One Hundred Thousand and 00/100 Dollars (\$4,100,000.00); and

**WHEREAS**, said Contract dated October 27, 2006 was amended on June 19, 2007 and again on September 9, 2007 (collectively, the "Contract"); and

**WHEREAS**, the Three E's are desirous of obtaining a Conservation Easement ("CE") affecting the Property and are willing to pay as consideration therefor the sum of Two Million, One Hundred Thousand and 00/100 Dollars (\$2,100,000.00) ;, and

**WHEREAS**, the Three M's entered into an Inter-Municipal Agreement regarding the Property dated December 14, 2006, and

**NOW, THEREFORE**, in consideration of the mutual promises and agreements herein made, it is agreed:

## CONSERVATION EASEMENT

1. Immediately prior to the closing of the purchase by the Three M's of the Property from the Foundation there will be conveyed by the Foundation to the Three E's a CE, which shall be substantially in the form annexed hereto as Exhibit A and incorporated herein.
2. Conveyance of the CE to the Three E's will be by a deed from the Foundation, which deed shall be recorded in the Warren County Clerk's Office prior to the recording of the deed of conveyance of the Property from the Foundation to the Three M's.
3. By this Agreement, the Three M's hereby assign to the Three E's such of their rights under the Contract as are necessary for the conveyance of the CE by the Foundation to the Three E's.

## SALE TO GLENS FALLS NATIONAL BANK & TRUST COMPANY

4. Glens Falls National Bank and Trust Company (the "Bank") has expressed interest in purchasing an existing .25 acre parcel of the Property (tax map lot no. 264.06-3-32) adjoining its existing property on Route 9. The parties hereto all agree to such a sale, if it can be made without interfering with the stormwater management functions planned for the Property and if a suitable contract can be negotiated with the Bank.
5. Such sale to the Bank shall close prior to the sale of the CE to the Three E's, and the parties hereto shall only approve the contract of sale with the Bank if it shall be subject to conditions requiring that no impervious surfaces may be created on said tax map lot no. 264.06-3-32 and all stormwater runoff shall be controlled on-site. Tax map lot no. 264.06-3-32 shall be merged with the Bank's existing property and shall not be a separate lot.
6. Conveyance of tax map lot no. 264.06-3-32 to the Bank will be by a deed from the Foundation, which deed shall be recorded in the Warren County Clerk's Office prior to the recording of the deed of conveyance of the CE from the Foundation to the Three E's.
7. The parties hereto shall assign to the Bank such of their rights under the Contract and this Agreement as may be needed to allow the sale of said tax map lot no. 264.06-3-32 by the Foundation to the Bank.
8. In the event of a sale of said parcel to the Bank, the parties shall revise the CE's description of the property protected by the CE as needed.

## CONSIDERATION

9. The Three E's will pay as consideration for the CE the sum of Two Million, One Hundred Thousand and 00/100 Dollars (\$2,100,000.00) to the Foundation and the price payable by the Three M's to the Foundation shall be reduced by an equal amount.
10. The Three M's net contributions towards the consideration payable to the Foundation shall be:
  - a. The County, One Million, Three Hundred Thousand and 00/100 Dollars (\$1,300,000.00)
  - b. The Town, Three Hundred Fifty Thousand and 00/100 Dollars (\$350,000.00).
  - c. The Village, Three Hundred Fifty Thousand and 00/100 Dollars (\$350,000.00).
11. In the event of a sale of tax map lot no. 264.06-3-32 parcel to the Bank, the payments to be made to the Foundation by the Three E's and the Three M's shall each be reduced by the amount paid by the Bank to the Foundation, pro rata.

## TITLE AND CLOSING

12. The Three M's shall promptly provide to the attorneys for the Three E's certified copies of all title searches obtained by them from the Foundation, together with copies of all other tax searches, tax receipts, surveys and other title documents received from the Foundation, pursuant to the Contract.

13. Each party hereto shall provide, prior to the closing, duly certified resolutions of their respective governing bodies authorizing this transaction, including the acceptance of the CE by the Three M's.

14. If the Three E's discover any defect rendering the title unmarketable, the Three E's shall notify the Three M's of such defect in writing, and the Three M's shall then notify the Foundation of such defect in writing. The Foundation shall then have a reasonable time in which to cure the defect. If the Foundation is unable to cure the defect by the closing date or within a reasonable time thereafter, whichever is later, the Three E's may reject the title, and this Agreement shall then be null and void.

15. The Three E's shall have the right to inspect the Property upon notice to the Three M's and the Foundation within forty-eight (48) hours before the closing.

16. In addition to the sum set forth at paragraph 9 the Three E's shall pay to the Foundation the fee for the September 2007 extension of the Contract with the Foundation for the purchase of the Property (if any), subject to the receipt and satisfactory review by the Three E's of documentation of the amount claimed. The amount payable by the Three E's shall be limited to the additional taxes payable on the Property by the Foundation resulting from the extension, starting with the prior expiration date of the contract, as previously extended. The Three M's shall be responsible for the payment of all other tax proration payments payable to the Foundation under the Contract for periods subsequent to the closing. If an additional extension is granted by the Foundation, the parties hereto shall negotiate responsibility for payment of any cost paid to obtain the extension.

17. The Three E's shall pay for the cost of recording the CE and any related maps or plans. As set forth in the Contract, the Foundation shall pay the real property transfer tax upon the recording of the CE and the deed to the Three M's. The Three M's shall pay the cost of recording the deed to them from the Foundation, together with the Form RP-5217 for such deed.

18. The parties agree that no broker brought about this Agreement and that the Three E's are not responsible for the payment of any broker's commission. As set forth in the Contract, the Foundation is responsible for the payment of any and all commissions.

19. If the Foundation fails or refuses to deliver the CE to the Three E's, then the Three E's may declare this agreement to be null and void.

**STATE OF NEW YORK FUNDING**

20. It is understood and agreed that, in order to fund this purchase, the Three E's are seeking funding from the State of New York. The obligation of the Three E's to complete the purchase of the CE is not contingent on the approval of State funding. If the State provides such funding, as a condition thereof, it may require that it receive a conservation easement on the Property. In that event, if the Three M's consent to the State holding a conservation easement on the Property, the parties hereto shall all cooperate in meeting the requirements of the State for the delivery of such a conservation easement to the State, including subordination of the interests of the Three M's in the Property to the State's conservation agreement. Such a conservation easement may be in addition to, and not in place of, the conservation easement to be held by the Three E's. This State conservation easement shall not restrict the use of the Property by the Three M's more than the CE does, without the consent of the Three M's. This paragraph of this Agreement shall survive the closing.

**BINDING EFFECT**

21. This Agreement is binding upon the parties hereto, their successors and assigns.

Dated: \_\_\_\_\_, 2008

COUNTY OF WARREN

By: \_\_\_\_\_  
Frederick H. Monroe, Chairman  
Board of Supervisors

Dated: \_\_\_\_\_, 2008

TOWN OF LAKE GEORGE

By: \_\_\_\_\_  
Louis E. Tessier, Supervisor

Dated: \_\_\_\_\_, 2008

VILLAGE OF LAKE GEORGE

By: \_\_\_\_\_  
Robert M. Blais, Mayor

Dated: \_\_\_\_\_, 2008

THE LAKE GEORGE ASSOCIATION, INC.

By: \_\_\_\_\_  
C. Walter Lender, Executive Director

Dated: \_\_\_\_\_, 2008

THE FUND FOR LAKE GEORGE, INC.

By: \_\_\_\_\_  
Peter Bauer, Executive Director

Dated: \_\_\_\_\_, 2008

LAKE GEORGE LAND CONSERVANCY, INC.

By: \_\_\_\_\_  
Nancy Williams, Executive Director