

# **Town of Indian Lake Water and Wastewater**

## **Report for August 2013**

Testing was done daily at all plants.

Water and sewer samples were sent to the lab in Glens Falls.

A new water service was put in at the Woodland development in Blue Mt, and we located and marked all the other curbstops in that development.

We bored across the state highway with our Mole and replaced the service line at the Bear Trap with a new  $\frac{3}{4}$  inch copper line.

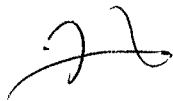
Flushing of hydrants was done in Indian Lake and Blue Mt.

New maps were drawn for new curbstops and valves on Pelon Rd.

A leak was fixed in the forced sewer main behind the Frontier building.

Mowing was done at the sewer plant as needed.

Thank you     Kevin King/ Water and wastewater superintendent



Month of August 2013  
Mechanic's Report  
Reported by Bill Wells

Repaired 544E loader seat

Inspected #188 Dodge 1 ton

Welded plate on 101 mower

Took radio out of grader

Installed new front bearings in white care

#186 Brake chamber and clutch adjustment

TC45 Cleaned fuel lines and installed new cutting blades

Replaced blown hose on #189 backhoe

#186 Serviced and inspected

Installed mower head and blades on #1010

Made up two hydraulic ram hoses

Inspected #185

Put small broom on #3320

Events/Activities Report  
Indian Lake Town Board  
September 9, 2013  
Reported by Vonnie Liddle

- Aug. 7** Created ads for Horseshoe Toss Tournament and Summer Irish Road Bowling and sent to the newspapers. Created and printed fliers for August Music in Byron Park. Typed mechanics report. wrote town board report. Attended horseshoes.
- Aug. 8** Earth Club trip to Lake Pleasant Quarry and Speculator Beach.
- Aug. 9** Prepared for Music in Byron Park, decorated pavilion. Attended Music in Byron Park.
- Aug. 12** Created posters for Horseshoe Toss Tournament and Music in Byron Park. Delivered posters. Downloaded pictures for Adk. Challenge. Attended town board meeting.
- Aug. 13** Downloaded more Adk. Challenge pictures. Created final report for Earth Club 2013. Created Summer Irish Road Bowling posters. Attended County Christmas Tour meeting.
- Aug. 14** Downloaded more pictures. Attended horseshoes.
- Aug. 15** Worked on 2014 calendar.
- Aug. 16** Decorated for Music in Byron Park. Prepared for Horseshoe Toss Tournament. Attended Music in Byron Park.
- Aug. 17** Horseshoe Toss Tournament. 6 Teams.
- Aug. 19** Printed posters and fliers for 10<sup>th</sup> Mountain Division Band Concert and created an ad. Updated Byron Park sign. Attended Snocade meeting.
- Aug. 20** Delivered posters and fliers. Worked on Earth Club rafting trip. Took care of files.
- Aug. 21** Took care of lights from Music in Byron Park series. Updated Byron Park sign. Delivered paperwork to NYS DOT. Attended horseshoes.
- Aug. 22** Prepared for Summer Irish Road Bowling.
- Aug. 24** Summer Irish Road Bowling.
- Aug. 26** Worked on Earth Club rafting trip. Took paperwork with NYS DOT regarding 90 Miler and Rustic Fair. Worked on Sept. Community Calendar.
- Aug. 27** Earth Club rafting trip. Attended AMAS meeting.
- Aug. 28** Updated AMAS banner. Worked on Sept. Community Calendar. Took care of Summer Irish Road Bowling file. Attended horseshoes.
- Aug. 29** Took care of Horseshoe file. Worked on 2014 calendar.
- Aug. 30** Set up Byron Park for 10<sup>th</sup> Mountain Division Band Concert. Attended concert.
- Aug. 31** Helped with Hamilton County Youth Board 5K/10K race at Oak Mountain.
- Sept. 3** Printed and folded Sept. Community Calendar. Attended summer rec. meeting.
- Sept. 4** Created and sent September Community Calendar to newspapers. Delivered calendars.

Daily – Checked and responded to emails and phone messages.

**UPCOMING EVENTS: SEPT. 14-15 ADK. MUSEUM RUSTIC FAIR. SEPT. 18-22 ADIRONDACK MOUNTAINS ANTIQUES SHOW. SEPT. 21 KNIGHTS OF COLUMBUS GOLF TOURNAMENT. SEPT. 28-29 CHAMBER OF COMMERCE MOOSE FESTIVAL. SEPT. 28 BML/IL FISH & GAME ASSOC. TURKEY SHOOT. OCT. 13 CABIN FEVER PLAYERS BENEFIT, AUCTION & SHOW.**

**PARKS AND REC. MONTHLY REPORT**  
**AUGUST 8<sup>TH</sup> – SEPTEMBER 4<sup>TH</sup> 2013**

**BLUE MT. REST ROOMS:** Cleaned and resupplied every Mon. – Fri., Met with John Schrade and pumped both tanks, then put a foot of water back in both tanks.

**BLUE MT. DAM:** Checked every Mon. – Fri., opened and closed when needed.

**BLUE MT. BEACH:** Mowed, weedeated two times this month. Pulled in dock, buoy lines, took signs down and closed for season. Picked up garbage every Mon. and Fri.

**BLUE MT. REC. LOT:** Mowed, weedeated two times this month. Picked up six bags of garbage somebody left by tennis courts.

**BLUE MT. MOWING:** Bench, three town signs, water plant, water tanks-two times this month.

**CHAIN LAKES BEACH:** Picked up garbage every Mon. and Fri., back dragged parking lot. Pulled dock and buoy lines in and took signs down and closed for the season.

**ALL CEMETERYS:** Blue Mt. Catholic, Cedar River and Benton – mowed and weedeated two times this month.

**INDIAN LAKE MOWING:** Little League field, town hall, legion, library, health center, chamber, mini park, shooting range, old water plant, old sewer plant, Byron park, five town signs, ski hut, all done three times this month.

**AMBULANCE GARAGE:** Fixed door, painted and put up “no parking signs” in front of loading dock. Repainted lines for parking. Fixed lights in garage.

**BYRON PARK:** Repaired horseshoe pit backboard, raked pits and painted pins for horseshoe tournament. Hauled 150 chairs from school to Bryon Park. Picked up garbage after event and took chairs back to school. Put two new outlets in log building. Took old boat to trans. Station that was left at boat launch. Took six picnic tables to Indian Lake Fire Hall for pig roast and bought them back after event was over.

**TOWN HALL:** Put up bulletin board for Julie, put banner up for Brian and fixed toilet seat in bathroom.

**EQUIPMENT MAINTENANCE:** Welded 318 mower deck, built three new mule drive arms for 318 mower deck, replace bent mower blade. Changed oil and filters in 08 van and 2013 pickup and both 318 john Deere Mowers.

**CHAMBER:** Set mouse traps for girls, put up map holders by Town maps at Byron Park and Blue Mt. Beach.

**VONNIES EVENTS:** Moved tables in and out when needed at Byron Park. Put banner and signs up for antique show.

**MOOSE FESTIVAL:** Put banner up and three signs up by Town signs.

**MEAL SITE:** Fixed lock on side door, replaced screen in front door.

**LIBRARY:** Replaced broken water spicket.

**SNOWMOBILE TRAIL:** Fixed two washouts on summer road parts of HQ trail. Fixed big washout by HQ gate, five tandem loads of fill, used highways little John Deere Loader, our excavator and little dump truck.

**OLD TRANS. STATION:** Repaired washout and broken fence posts. Picked up garbage somebody left by fence.

**NEW TRANS. STATION:** Filled in for Josh and Fred when needed, picked up scattered garbage in front of gates four different times. Took excavator to Josh to use on washouts around building.

**SKIHUT BUILDING:** Fixed lock on side door, changed baluster in bathroom light. Picked up garbage somebody left by rink.

**SCHOOL:** Worked on school sidewalk (shared services)- three days.

**Bruce Wells – September 4, 2013**

**LEGAL NOTICE**

**THE INDIAN LAKE TOWN BOARD WILL BE HOLDING THE 2014 BUDGET  
WORKSHOPS ON THE FOLLOWING DATES:**

**THE PUBLIC IS WELCOMED AND ENCOURAGED TO ATTEND.  
THE LOCATION IS THE INDIAN LAKE TOWN HALL, PELON ROAD, TOWN  
OF INDIAN LAKE.**

**OCTOBER 15<sup>TH</sup> (Tuesday) – 7:00 p.m.                      REGULAR BOARD  
MEETING/ BUDGET SUMMARY**

**OCTOBER 17<sup>TH</sup> (Thursday) – 7:00 p.m.                      GENERAL FUND,  
LANDFILL, WEED DISTRICT, WATER 1 & 2 DISTRICT, SEWER,  
LIBRARY, AMBULANCE DISTRICT, FIRE DISTRICT,  
DEBT SERVICES, CASH RESERVES,  
AND A PUBLIC HEARING FOR WEED AND SEWER DISTRICTS.**

**OCTOBER 24<sup>TH</sup> (Thursday) – 7:00 p.m.                      HIGHWAY**

**OCTOBER 31<sup>ST</sup> (Thursday) – 7:00 P.M.                      FINISH CHANGES**

**NOVEMBER 7<sup>TH</sup> (Thursday) – 7:00 P.M.                      PRELIMINARY  
BUDGET/PUBLIC HEARING**

Clarkson University  
Environmental Instrumentation Installation Proposal for Indian River

Submitted to:  
Brian Wells  
Town Supervisor  
Indian Lake, NY

Submitted by:  
Chris Fuller, James Bonner, Shahidul Islam  
Clarkson University

Submitted on:  
July 10, 2013

**Introduction:**

Clarkson University is currently funded by the Dormitory Authority State of New York (DASNY) to develop the River and Estuary Observatory Network (REON) within the Hudson River water shed. The established observatory network will include 40 station nodes strategically located on the Hudson River and its tributaries. Data collected from this network will be used to conduct fundamental environmental research and will be made available to the general public over the internet. Nominally, each node will measure water level and meteorological parameters. If deemed necessary, the sensor suite at nodes may be extended to include key water quality parameters (i.e. pH, dissolved oxygen, conductivity, turbidity, colored dissolved organic matter, and chlorophyll). To meet our project deliverables, Clarkson University requests your permission to install a base REON station (i.e. water level and meteorological instrumentation) on the Indian River at the Lake Abanake Dam. A similar station is currently installed on the Hudson River at North Creek. Details of our basic installation are described in subsequent sections. Details of typical installation are described in subsequent sections.

**Base data acquisition/communication module**

All environmental instrumentation and data acquisition/communication hardware operates at 12 VDC power and is packaged in a small (13" x 13" x 6.5") Cantex® PVC enclosure (Figure 1). Our system can be powered either on-grid or off-grid using a solar power (Figure 2) . Choice of power supply is site specific. Generally, two way communications are provided by a cellular data modem.



Figure 1 Electronics enclosure



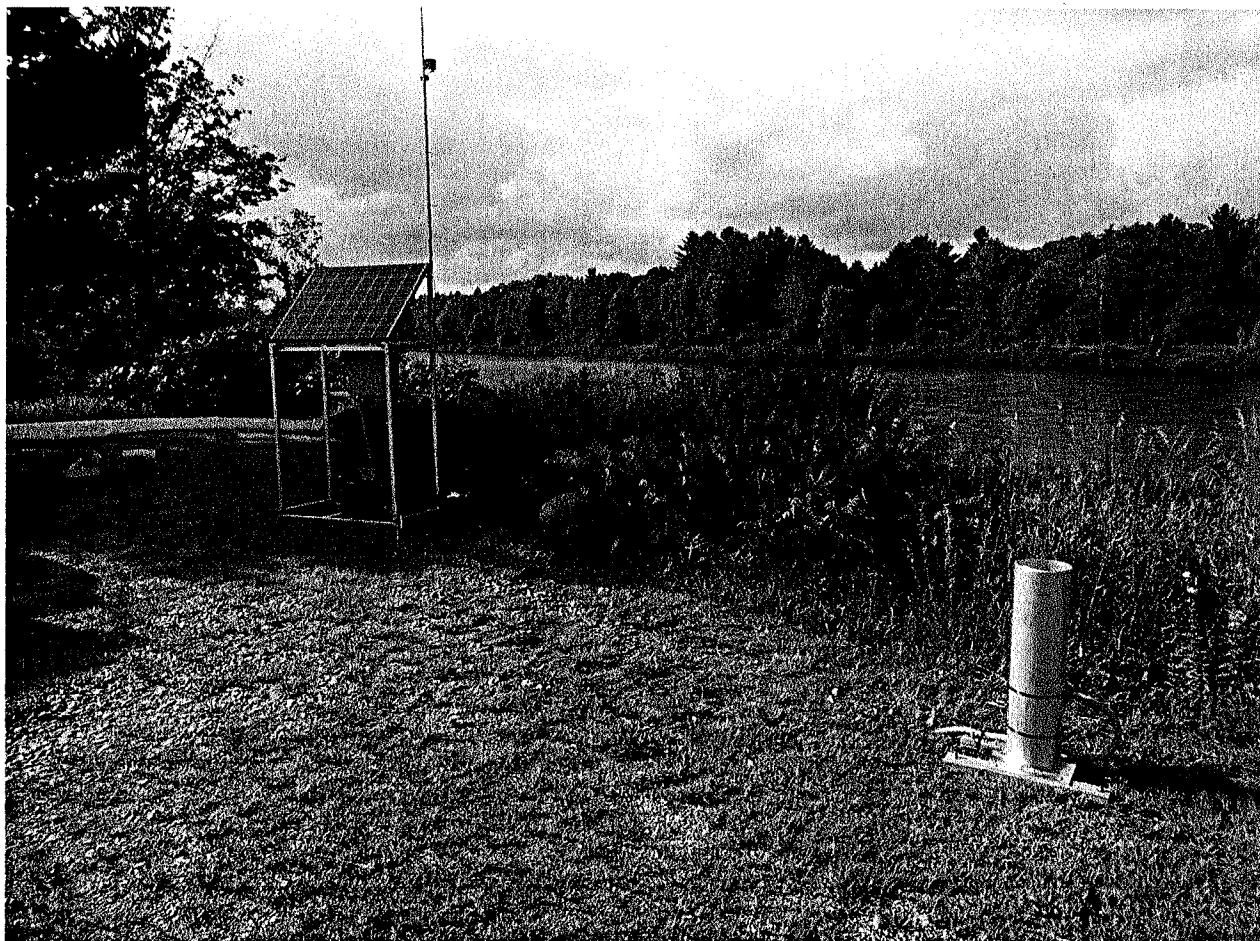


Figure 2 Solar powered base station with meteorological instrumentation installed at North Creek, NY. Aluminum cylinder in bottom right quadrant of photograph is an all-season precipitation gauge. Mast on solar rack supports meteorological instrumentation (wind speed direction, air temperature, barometric pressure, relative humidity)

### **Meteorological Instrumentation**

The meteorological instrumentation package includes wind speed/direction, air temperature, barometric pressure, relative humidity, and all season precipitation. With the exception of the precipitation gauge, all meteorological instruments will be mast mounted (Figure 2). The precipitation gauge (Figure 2) requires an installation location away from vertical structures that can bias precipitation measurements. Choice of instrumentation location is site specific and considered operational considerations to minimize impact on existing activities at the node site.

### **Water level installation**

Water level is measured using a pressure transducer typically mounted on a ridged conduit. In cases where a bulk head or pier is available the conduit is mounted in vertical orientation as shown in the Figure 3. In case where the transducer must be mounted on a sloping bank, the conduit following the natural gradient with the transducer securely anchored at a reasonable depth below the water surface Figure 4. In both cases, water level will be reported as an elevation above sea level (NAVD88) following an elevation survey, performed by an RPLS.

bulkhead



Figure 3: Bulkhead installation of water level sensor on St. Regis River, Hogansburgh, NY at the Brookfield Hydroelectric Plant. Once, mounted the rigid conduit is secured to the bulkhead using concrete anchors.

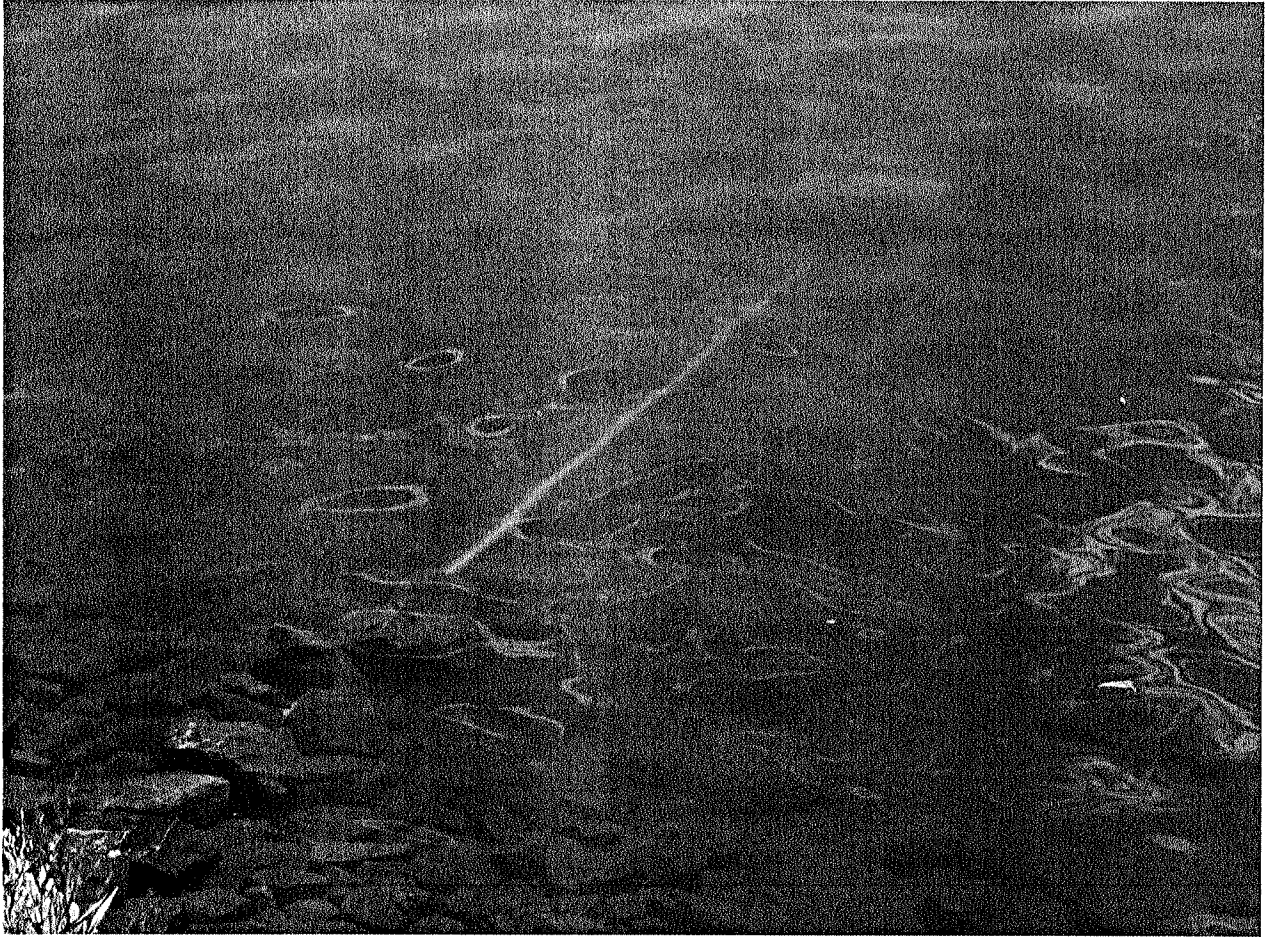


Figure 4: Typical water level transducer installation on sloping bank. Not the ridged conduit secured in place using natural stones.

### **Liability Insurance**

Clarkson University can provide liability insurance documentation and coverage as required by the town of Indian Lake.

For more information please contact:

Christopher Fuller, Ph.D.

Assistant Research Professor

Clarkson University

Potsdam, NY 13699

Voice: 315-261-2172

[cfuller@clarkson.edu](mailto:cfuller@clarkson.edu)



Clark Patterson Lee  
DESIGN PROFESSIONALS

## FACSIMILE COVER PAGE

Date: 7/17/2013Page 1 of 3This Fax (☐ Will) (☒ Will Not) be followed by mail.

Please deliver the following pages to:

To: Tim Moot

From:

To: MR. BRIAN WELLSCompany: TP INDIAN LAKE

Location: \_\_\_\_\_

Fax No.: (518) 648-6227

Project No.: \_\_\_\_\_

From: Tim MootSubject: LANDFILL MONITORING 2013

Text:

PLEASE REVIEW AND SIGN IF ACCEPTABLE.  
THANKS.

mailing originals

COPY TO: \_\_\_\_\_ SIGNED: [Signature]

G:\Office\CPL Standards\Document Templates\Newburgh Templates\Word Templates\Fax Cover.doc

900 Corporate Blvd  
Newburgh, NY 12550  
clarkpatterson.com  
845.567.6700 TEL  
845.567.9614 FAX



**Clark Patterson Lee**  
DESIGN PROFESSIONALS

July 17, 2013

Mr. Brian Wells  
Supervisor  
Town of Indian Lake  
P.O. Box 730, Pelon Road  
Indian Lake, New York 12842

**Re: Proposal for the Town of Indian Lake Landfill 2013 Monitoring Services.**

Dear Mr. Wells,

Clark Patterson Lee (CPL) would like to propose environmental monitoring services with regard to the 2013 Annual term for post closure monitoring at the above referenced landfill. This proposal is in accordance with the recently approved NYSDEC Variance to further reduce quarterly monitoring by reduction of sampling requirements to a semi-annual event.

#### **SCOPE OF SERVICES**

We will perform two groundwater-sampling events for the four existing wells including one surface water sampling location if conditions allow. The sampling regime will include one routine sampling event and one baseline-sampling event. Each event will include analysis of total and dissolved (filtered) metals as well as a perimeter soil-gas survey for methane in accordance with the landfill's environmental monitoring plan.

#### **BUDGET**

Sampling for the year 2013 will be based on the following estimated amounts:

<u>Quarterly Event</u>	<u>Scheduled Values</u>			<u>TOTALS</u>
	Engineering	Laboratory		
1st Quarter	ELIMINATED BY APPROVED NYSDEC VARIANCE			
2nd Quarter	ELIMINATED BY APPROVED NYSDEC VARIANCE			
3rd Quarter	\$2,750	+	\$2,310	= \$5,060.00
	(ROUTINE; Complete fieldwork by end of July)			
4th Quarter	\$2,750	+	\$4,789	= \$7,539.00
	(BASELINE; Complete fieldwork by end of December)			

900 Corporate Boulevard  
Newburgh, NY 12550  
clarkpatterson.com  
800.274.9000 TEL  
845.567.9614 FAX



Mr. Brian Wells  
July 17, 2013  
Page 2

### SCHEDULE

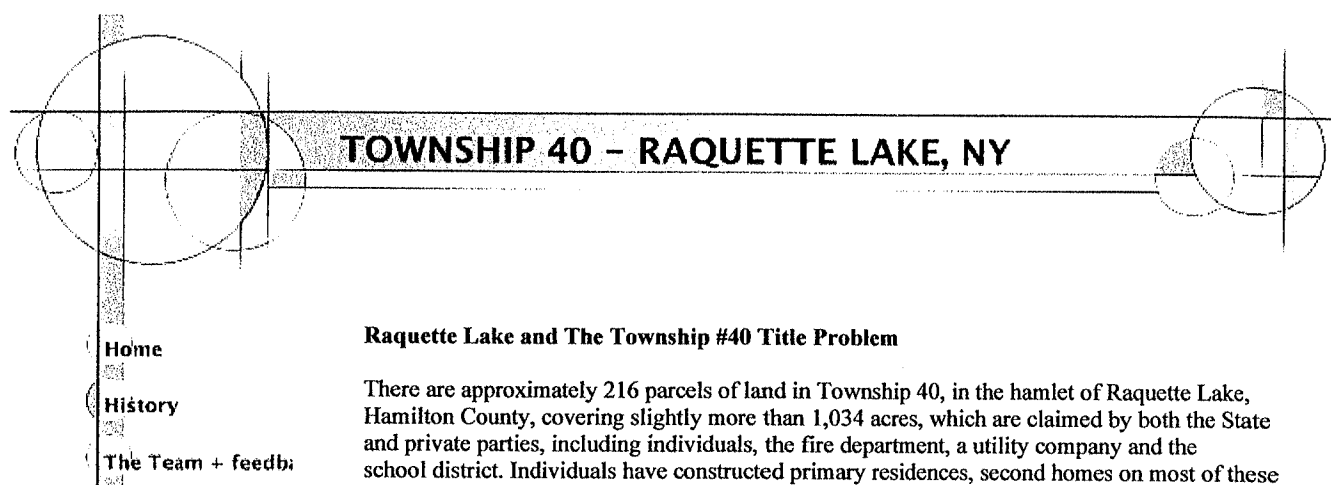
We are prepared to start work on this immediately and complete the monitoring services based on the above listed tentative schedules and estimated values. We will complete the 2013 monitoring services at the landfill upon Town authorization. If you have any questions regarding this proposal, please call me at (800) 274 - 9000, Ext. 2116 or my cell # (845) 220 - 7145. We look forward to continue to work for the Town.

Very truly yours,

CLARK PATTERSON LEE,

Timothy J. Moot, C.P.G.  
Principal Associate

Authorizing Signature  
Mr. Brian Wells  
Town Supervisor



### **Raquette Lake and The Township #40 Title Problem**

There are approximately 216 parcels of land in Township 40, in the hamlet of Raquette Lake, Hamilton County, covering slightly more than 1,034 acres, which are claimed by both the State and private parties, including individuals, the fire department, a utility company and the school district. Individuals have constructed primary residences, second homes on most of these parcels.

**The State publicly recognized the title problem 100 years ago in the "Eleventh Annual Report of the New York State Forest, Fish and Game Commission," 1904-05-06, p. 61, 62** "During the last year a part of the office force has been engaged in compiling a list of the different lots and parcels of land in the Forest Preserve, as taken from the official records on file in the Land Department of the Comptroller's office.....The list contains, also, some lands acquired through tax sales, the title to which may be doubtful, owing to errors on the part of the assessors or tax collectors. These errors had not been discovered at the time of the tax sale, and so the title to the lands passed nominally to the State. As these lots are entered upon the books of the Comptroller as State land, it becomes necessary to include them here as part of the Forest Preserve. In fact, these lands with their disputed titles cannot be stricken off the schedule except by order of the courts or action by the Legislature."

### **This happened in Township #40 and the resulting problems continue to this day**

**1848** - New York State sold 24,000 acres, essentially all of Township #40, to Farrand Benedict and David Read. Read sold his half to Farrand and numerous conveyances were made.

**The Township, unlike others, was never surveyed into lots so deeds were often unclear as to exactly what lands were being conveyed.**

**1865** - New York State sold 15,484 acres in Township #40 to William Mead thereby placing again all of the lands in Township #40 in private hands.

**1875, 1881 and 1884** - the State held "tax sales" after which the state claimed to have purchased almost all of Township #40.

**1924** - the Court of Appeals ruled that the tax sales of 1875, 1881 and 1884 were illegal and therefore void.

**Over a span of 49 years, 1875-1924, the following events occurred:**

**1882** - the State sold North Point to James Ten Eyck.

**1883** - the State sold 160 acres on Long Point to Heloise Durant.

**1884** - the State was involved in the Waldo Partition action in Township 40. Claiming they already owned half of the 7,000 acre tract, the State purchased the other half. None of the other "rightful" owners; Benedict, Durant or Mead were a party to the partition action

**1892** - The Adirondack Park was established.

**1894** - a constitutional amendment was passed requiring that the State lands within the Park "shall be kept as wild forest lands"

**1897** Seward Webb gave the State 2,000 undivided, unsurveyed acres. There is a question as to the validity of this deed but even if it is valid there is no way to locate what land was included.

**1899** - Webb sold whatever he owned in the Township to the State. Again there is no definition of what he may have owned or more importantly where it was located

**1901-1904** the State, using the tax deeds of 1875, 1881 and 1884 as a basis for their ownership, brought ejectment actions against the people owning property in the township. (Ejectment actions allow the recovery of land but they do not settle title.)

Of the cases brought, only **ONE** was actually heard. In all the other cases the court's referee stipulated that the evidence was the same as in the first case and then he ruled for the State. There is no evidence that any lawyers appeared at these hearings although many of the people had retained counsel.

**1907** - People v Golding the Supreme Court held that the three tax sales: 1875, 1881 and 1884 were illegal and the Court of Appeals ruled Ladew was entitled to a new trial with the right to

include arguments against the validity of the tax sales.

**1909** - Officially recognizing the legitimate Benedict title at last, the State spent \$35,000 and purchased 14,524 undivided and unsurveyed acres in the Township from the Benedict heirs. At the same time the State attempted to force landowners to sign statements that the State owned their land. People were told that if they signed the State would not force them to leave until everyone was removed. If they did not sign, the State said their buildings would be torn down immediately. In addition there was the threat of a \$1,000 fine.

Some of the wealthy owners pursued their cases through the courts and in each instance the State lost. (People v Golding, People v Hasbrouck, People v Inman)

**1915** - The State again filed actions in ejectment. These actions did not mention the previous judgments of 1904. Once again a case involving Ladew's property worked its way through the courts while the other cases were left in limbo.

**1924 - the Court of Appeals ruled that the tax sales of 1875, 1881 and 1884 were illegal and therefore void.** Ladew's title was finally cleared.

**1945** - The State requested, and got, a discontinuance on many of the cases. The same year St. William's Church sued the state over a small lot in the village. St. William's lost. They were not able to prove continuous adverse possession of the undeveloped lot.

**1950's** - the State again issued subpoenas to those on "contested" property. The Blanchard Case went to trial and the State lost. The other cases were again left to languish.

**1994** - Shirey's sued the State and in 1998 so did Gregory. Both properties were part of the original Payne parcel which was an integral part of the Blanchard case. Both won.

**2002** - People v Moore finally went to court and the State won. Moore had not been able to prove continuous adverse possession of their undeveloped lot.

**2010** - The Payne/York case cleared over 240 acres on Green Point adjacent to the Blanchard property that was cleared in 1950, as the Blanchard property came out of Payne's land in the 1800's.

**1953 - the State again admitted their claim to the parcels was not clear.**

Attorney General Nathaniel Goldstein wrote to William Foss, the head of Lands and Forests. "Your request for actions to be brought against certain trespassers, the last two under date of May 28, 1953, has led me to review the entire situation with respect to the condition of the State's title to Raquette Lake Township in Hamilton County, and to reconsider the method of enforcing same. As you know, ejectment actions have not provided satisfactory results.

The tax deeds running to the State have been held unenforceable. While our paper title to all Township 40 has been held to be good as to the portions conveyed, the courts have recognized the title of those occupants who were in possession prior to the date of the deed into the State's grantor. This was the basis of Joseph Ladew's successful defense against the State. This same defense, where the facts so warrant, is available to every present occupant of the Township. It may very well be that it exists in favor of all or some of the persons whose actions you call to my attention. Therefore we must consider that, as to any lands presently occupied, we have merely a claim of title until such time as a court rules either for or against us."

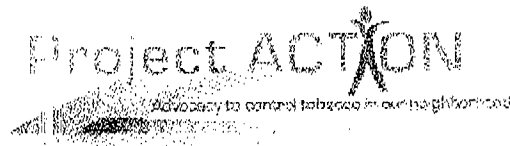
**It is important to note that no title search now or ever shows any claim to any title in Twp 40 by the State of NY.**

Taxes have been paid, lands have been bought and sold and deeds have been recorded but mortgages are difficult to get and you have no equity in your home on these Raquette Lake properties. The question of "contested" titles needs to be resolved so that the rightful owners, whose families have lived with this injustice for over 100 years, can have the quiet enjoyment of their property, a freedom guaranteed by this great country of ours.

Thank you for your interest!



8-2-13



## INTEREST FORM FAX BACK

Your Name: Brian E Wells

Your Municipality: Town of Indian Lake

Mailing Address: PO Box 730 117 Pelon Rd Indian Lake WI 54601

Daytime phone: 648-5885 Evening phone: \_\_\_\_\_

Email: ilsuper@hotmail.com

Please check off all the projects that are of interest and we will contact you to provide background materials. In addition, Project ACTION staff can attend Municipal meetings and answer questions that might arise.

Possible projects include:

parks ☒ playgrounds ☒ beaches ☒ trails \_\_\_\_\_ library ☒

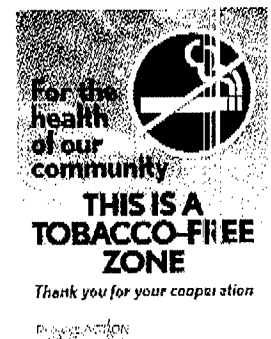
Municipal grounds ☒ community centers ☒ entryways \_\_\_\_\_ or other: \_\_\_\_\_

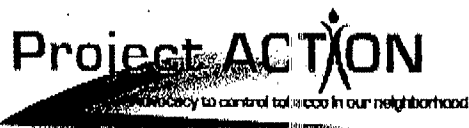
**Please complete and fax to:**

**Sue Arminio, Project Coordinator  
Project ACTION Tobacco-Free Coalition  
Hamilton, Fulton, and Montgomery Counties  
(518) 841-3494-fax  
(518) 841-3453-phone**



Sample of free signage offered





St. Mary's  
Healthcare



4988 State Highway, Amsterdam, New York 12010  
518-841-3453 • www.projectactionhfn.org

## FAX TRANSMITTAL LEAD SHEET

DATE: 3/2/13  
FAX # 648-6227  
FROM: See Antonio  
TO: Brian Wells  
REGARDING: TFD  
FAX FROM #: 841-3494  
No. of pages including cover sheet: 5

## CONFIDENTIALITY NOTE

The documents accompanying this facsimile transmission contain information from St. Mary's Healthcare which is confidential or privileged. The information is intended to be for the use of the individual or entity named on this lead sheet. If you are not the intended recipient, be aware that any review, disclosure, copying, distribution, or use of the contents of this information is prohibited. If you have received this transmission in error, please notify us by telephone immediately and return the original message to us by mail. Thank you.

## **Tobacco Free Policy**

In order to protect the health and welfare of our children, Indian Lake Public Library, \_\_\_\_\_, prohibits the use of all tobacco products on the grounds.

This policy applies to all persons that utilize Indian Lake Public Library:  
Procedures

- Tobacco-Free signs will be posted in all areas covered by this policy.
- To educate the community, Indian Lake Public Library will be designated as tobacco-free in all informational brochures and advertisements.
- Facility will be responsible for enforcing the policy.
- Individuals who refuse to comply with the policy may be asked to leave the premises.

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

\_\_\_\_\_  
Address:

\_\_\_\_\_  
Signature/Title

## **Tobacco Free Policy**

In order to protect the health and welfare of our children, Ski Tow Community Center, \_\_\_\_\_, prohibits the use of all tobacco products on the grounds.

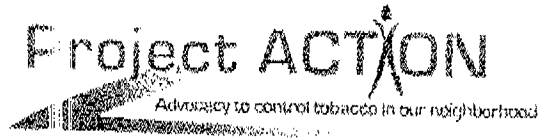
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- Facility will be responsible for enforcing the policy.
- Individuals who refuse to comply with the policy may be asked to leave the premises.

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

\_\_\_\_\_  
Address:

\_\_\_\_\_  
Signature/Title



## Current Municipalities

### Tobacco-Free Outdoors

#### **Hamilton County**

##### **Municipalities Restricting Smoking at Building Entrances/Grounds**

Village of Speculator- 50 ft. of building entrances

#### **Hamilton County**

##### **Parks**

Town of Inlet- 100% Tobacco-free

Village of Speculator- Playgrounds Only

#### **Fulton County**

##### **Municipalities Restricting Smoking at Building Entrances/Grounds**

City of Gloversville- 25 ft. of city building entrances

Town of Ephratah- All property owned by county

#### **Fulton County**

##### **Parks**

Town of Broadalbin- 100% Tobacco-free

Village of Broadalbin- 100% Tobacco-free

Town of Ephratah- 100% Tobacco-free

City of Gloversville- 100% Tobacco-free

#### **Montgomery County**

##### **Municipalities Restricting Smoking at Building Entrances/Grounds**

Town of Mohawk- 100 ft. of building entrances

Montgomery County- 25 ft. of an entrance of county office buildings

#### **Montgomery County**

##### **Parks**

Village of Fonda- 100% Tobacco-free

Village of Fultonville- 100% Tobacco-free

Village of Hagaman- 100% Tobacco-free

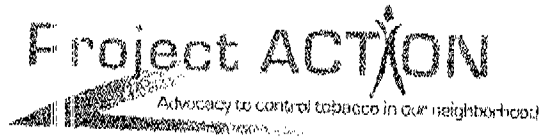
Village of St. Johnsville- 100% Tobacco-free

Town of Mohawk- 100% Tobacco-free

Village of Fort Johnson- 100% Tobacco-free

Town of Florida- 100% Tobacco-free

Village of Fort Plain- Playgrounds Only



## Current Locations

### Tobacco-Free Outdoors

#### Hamilton County

Adirondack Lakes Center for the Arts- 100% Tobacco-free  
Indian Lake Chamber of Commerce- Limited Distance  
Mountain Memories- Limited Distance  
The Sunrise Diner- Limited Distance  
Long Lake Wesleyan Church- Limited Distance

#### Montgomery County

Amsterdam Family YMCA- 100% Tobacco-free  
Hill and Markes, Inc.- 100% Tobacco-free  
Fonda Reformed Church- 100% Tobacco-free  
St. Johnsville Little League- 100% Tobacco-free  
Ephratah Recreation Center- 100% Tobacco-free  
Amsterdam American Legion Post 701- Limited Distance  
Walter Elwood Museum- Limited Distance  
Frothingham Free Library- Limited Distance  
Montgomery County Office for the Aging- Limited Distance  
Port Jackson Bocce Club/ Southside Veterans Association- Limited Distance

#### Fulton County

Bcon Corner- 100% Tobacco-free  
Family Counseling Center- 100% Tobacco-free  
Gloversville Little League- 100% Tobacco-free  
Gloversville Public Library- 100% Tobacco-free  
Northville-Edinburgh Little League- 100% Tobacco-free  
The Baptist Church of Northville- 100% Tobacco-free  
Fulton Montgomery Regional Chamber of Commerce- 100% Tobacco-free  
Mohawk Harvest Cooperative Market- 100% Tobacco-free  
The Wilderness Center- 100% Tobacco-free  
Johnstown Little League- 100% Tobacco-free  
WENT 1340 AM- 100% Tobacco-free  
Berkshire Fire Department- Limited Distance  
First Congregational United Church of Christ- Limited Distance  
Life Christian Center- Limited Distance  
Forget Me Knots- Limited Distance  
Fox Run Golf Club- Limited Distance  
Gloversville Fire Department- Limited Distance  
Townsend Leather Company- Limited Distance  
Townline Museum- Limited Distance  
C & M Bottle & Can Return Center- Limited Distance

## **Tobacco Free Policy**

In order to protect the health and welfare of our children, Indian Lake Public Library, \_\_\_\_\_, prohibits the use of all tobacco products on the grounds.

This policy applies to all persons that utilize Indian Lake Public Library:

### **Procedures**

- Tobacco-Free signs will be posted in all areas covered by this policy.
- To educate the community, Indian Lake Public Library will be designated as tobacco-free in all informational brochures and advertisements.
- Facility will be responsible for enforcing the policy.
- Individuals who refuse to comply with the policy may be asked to leave the premises.

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

\_\_\_\_\_  
Address:

\_\_\_\_\_  
Signature/Title

## **Tobacco Free Policy**

In order to protect the health and welfare of our children, Ski Tow Community Center, \_\_\_\_\_, prohibits the use of all tobacco products on the grounds.

This policy applies to all persons that utilize Ski Tow Community Center:

### **Procedures**

- Tobacco-Free signs will be posted in all areas covered by this policy.
- To educate the community, Ski Tow Community Center will be designated as tobacco-free in all informational brochures and advertisements.
- Facility will be responsible for enforcing the policy.
- Individuals who refuse to comply with the policy may be asked to leave the premises.

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

\_\_\_\_\_  
Address:

\_\_\_\_\_  
Signature/Title



TOWN OF INDIAN LAKE Resolution # 11  
RESOLUTION ESTABLISHING  
TOBACCO-FREE POLICY

WHEREAS, the Town of Indian Lake believes that tobacco use in the proximity of children and adults engaging in or watching outdoor recreational activities at town owned or operated facilities is detrimental to their health and can be offensive to those using such facilities; and

WHEREAS, the Town of Indian Lake has a unique opportunity to create and sustain an environment, that supports a no-tobacco standard through a tobacco-free policy, rule enforcement, and adult-peer role modeling on town owned outdoor recreational facilities; and

WHEREAS, the Town of Indian Lake believes parents, leaders, and officials involved in recreation are role models for youth and can have a positive effect on the lifestyle choices they make; and

WHEREAS, the tobacco industry advertises at and sponsors recreational events to foster a connection between tobacco use and recreation; and

WHEREAS, cigarettes and chew products, once consumed in public spaces, are often discarded on the ground requiring additional maintenance expenses, diminish the beauty of the town's recreational facilities and pose a risk to toddlers due to ingestion; and

WHEREAS, the Town of Indian Lake determines that the prohibition of tobacco use at the town's recreational facilities serves to protect the health, safety and welfare of the citizens of Indian Lake

NOW, THEREFORE BE IT RESOLVED, by the Towns of Indian Lake, that the following tobacco-free policy is adopted.

SECTION 1: DEFINITIONS

**Beach** means any outdoor area along a shoreline of an ocean or lake and extending [one thousand (1,000) feet] from the shoreline that is owned or operated by the [Town] [or that is open to the general public, regardless of any fee or age requirement].

**Playing Field:** Portion of an outdoor Recreational Area that is set up and marked in some way for the playing of one or more specific games or sports (such as baseball, football, or soccer), and that is [owned or operated by the Town and] open to the general public. For the purposes of this chapter, a playing field that is fenced or the outside perimeter of which is otherwise physically demarcated shall be deemed to include all of the area inside such fence or demarcation, together with any bleachers or other designated viewing area; a playing field that is not fenced or otherwise demarcated (as to its outside perimeter) shall be deemed to include all of the area customarily required for playing the game for which it is being used, together with any bleachers or other designated viewing area.

**Reasonable Distance:** A distance that ensures that people located within an area in which smoking is prohibited are not exposed to secondhand smoke created by smokers outside the area. This distance shall be a minimum of [twenty (20 feet)] in any direction.

**Recreational Area:** Any outdoor area that is [owned or operated by the Town and] open to the general public for recreational purposes, regardless of any fee or age requirement. The term "Recreational Area" includes but is not limited to Playing Fields, playgrounds, parks, picnic areas, golf courses, walking paths, gardens, hiking trails, bike paths, horseback riding trails, swimming pools, roller- and ice-skating rinks, skateboard parks, and amusement parks. The term "Recreational Area" is not intended to include streets and sidewalks unless they are located within a demarcated Recreational Area such as a park. This definition includes spectator and concession areas, and restrooms located within the demarcated Recreational Area.

**Smoking:** The inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated tobacco or plant product intended for inhalation, in any manner or in any form.

**Tobacco Product:** Any manufactured product containing tobacco or nicotine, including but not limited to cigarettes, cigars, pipe tobacco, snuff, chewing tobacco, dipping tobacco, bidis, snus, dissolvable tobacco products, and electronic cigarette cartridges. However, "Tobacco Product" does not include any product that has been approved by the U.S. Food and Drug Administration, pursuant to its authority over drugs and devices, for sale as a tobacco use cessation product or for other medical purposes and is being marketed and sold solely for that approved purpose.

## SECTION 2: TOBACCO USE PROHIBITED IN OUTDOOR RECREATIONAL FACILITIES.

Smoking and the use of Tobacco Products is prohibited in all of the following places within the [Town]:

- (1) Beaches;
- (2) Recreational Areas; and
- (3) Playing fields

Nothing in this Chapter prohibits any Person with legal control over any property from prohibiting Smoking and Tobacco Product use on any part of such property, even if Smoking or the use of Tobacco Products is not otherwise prohibited in that area.

The Department of \_\_\_\_\_ shall issue requirements about the content and placement of signage advising the public of the restriction of Tobacco Products usage and/or Smoking in the designated areas.

The Director of \_\_\_\_\_ or his/her designee shall engage in an ongoing educational program to explain and clarify the purposes and requirements of this Chapter. However, lack of such education shall not be a defense to a violation of this Chapter.

## SECTION 3: PENALTIES

Penalties to include are up to the Town and can vary from written warnings to monetary fines. A town should look to penalty provisions of similar ordinances and policies. Here is an excerpt of the penalty provision in our model Outdoor Air Ordinance

(A) The remedies provided by this Chapter are cumulative and in addition to any other remedies available at law or in equity.

(B) Each instance of Smoking or Tobacco Product use in violation of this Chapter shall constitute a separate violation. For violations other than Smoking or Tobacco Product use, each day of a continuing violation of this Chapter shall constitute a separate violation.

(C) Causing, permitting, aiding, abetting, or concealing a violation of any provision of this Chapter shall also constitute a violation of this Chapter.

(D) Each violation of this Chapter is an infraction subject to a [one hundred dollar (\$100)] fine.

(E) Enforcement of this Chapter shall be the responsibility of [\_\_\_\_]. In addition, any peace officer or code enforcement official may enforce this Chapter.

(F) Any violation of this Chapter is hereby declared to be a nuisance.

(G) In addition to other remedies provided by this Chapter or by other law, any violation of this Chapter may be remedied by a civil action brought by the City Attorney, including, but not limited to, administrative or judicial nuisance abatement proceedings, code enforcement proceedings, and suits for injunctive relief.

**(H) Nothing in this Chapter shall create a right of action in any Person against the [Town] or its agents to compel public enforcement of this Chapter against private parties.**

(I) Any Person may bring a civil action to enjoin a violation of this Chapter by a business or to enjoin repeat violations of this Chapter by an individual.

SECTION 4: EFFECTIVE DATE

This policy statement is effective immediately upon the date of adoption.

Adopted by the Town of \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2013.

\_\_\_\_\_

**LESSEE:**

**Town of Indian Lake (Benton)**

**Brian E. Wells, Supervisor**

**PO Box 730**

**Indian Lake, NY 12842**

and

**LESSOR:**

**THE NATURE CONSERVANCY**

**C/O FINCH PAPER LLC**

1 Glen Street

Warren County

Glens Falls, NY 12801

The Lessor, in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Lessee to be paid and performed hereby demises and lets to the Lessee all those certain pieces and parcels of land located in 17 part of State Lots 68 and 69, Township 17, Totten & Crossfield's Purchase, lying and being in the Town(s) of Indian Lake, County(s) of Hamilton, in the State of New York, as indicated by the green borderlines on the map attached to this document, containing 65 acres of land, more or less (hereafter the "Lease Property").

1. **TERM.** This agreement shall be for a period of one (1) year (or part of) to commence on the first day of October, 2013 and to terminate on the 30th day of September, 2014, unless sooner terminated as stipulated in sections 3.A., 4.R., 7 and 18.

2. **PAYMENT SCHEDULE.**

A. **Lease Rental:** Lessee shall pay to Lessor without notice of demand the following as base rent:

-- For the year commencing October 1, 2013: \$ 1202.42

One half of all rents are due and payable on the first day of October and April of each year, commencing with October 1, 2013.

B. **Hunting/Fishing Cabin Fees:** All cabins on the Lease Property will be charged an annual fee of Three Hundred Dollars (\$300.00) each. Half of the cabin fees are due and payable on the first day of October and April of each year, commencing with October 1, 2013.

C. **Taxes:** Real estate taxes, if any, for improvements on Lease Property (cabins) will be invoiced annually in March of each year for the actual cabin's town, county and school taxes. Taxes are due and payable on the first day of April of each year, commencing with April 1, 2014.

D. **Insurance:** If Lessee purchases liability insurance from Outdoor Insurance Group through Lessor, the Lessee will reimburse the Lessor's expense in the October 1<sup>st</sup> lease payment each year. Insurance payments include the company's costs of administering this program.

3. **PENALTIES AND FINES:**

A. **Delinquency Fees and Cancellation:** If Lessee fails to pay monies owed to Lessor as specified in paragraphs 2. A, B, C, & D above, Lessor will assess a five percent (5%) finance charge for the first month, and a 1 percent (1%) cumulative finance charge each month thereafter, upon Lessee for all amounts then due. Lessee's failure to pay all balances due by October 1 and April 1 each year during the term hereof, shall entitle Lessor to immediately terminate this lease, suspend its operations, and/or remove Lessee's padlocks from all gates accessing the Lease Property. Lessor is required to give written notice to Lessee by certified mail of Lessor's intent to terminate this agreement.

B. **Reinstatement:** If Lessee notifies Lessor of his/their intent to reinstate this lease agreement, and reinstatement notification is received before thirty (30) days, then a reinstatement fee of one hundred dollars (\$100) will be charged to Lessee. If reinstatement notification is received after thirty (30) days, a reinstatement fee of five hundred dollars (\$500) will be charged to Lessee. Lessee agrees to pay all balances due Lessor, including lease rental, cabin fees, taxes and assessed interest charges and reinstatement fees at the time of reinstatement.

**C. Camp Guideline Violation:** If Lessee violates camp guidelines relating to floor space, footprint, lofts, gray water, black water, out buildings, setbacks from wetlands, or any other parameter, the Lessee shall be liable for a fine of six hundred dollars (\$600). If the violation is not corrected within thirty (30) days of notice of violation, then the Lessee shall be liable for an additional fine of fifty dollars (\$50) per day until the violation is corrected. The Lessor has the absolute discretion to impose any fine; and any fine so imposed shall be due and payable within ten (10) days of notice thereof.

**D. Tree Cutting:** If Lessee harvests any standing trees, including standing dead trees that had not first been marked for harvest by a Company Forester, the Lessee will be fined two hundred and fifty dollars (\$250) per tree or three times the commercial value of the tree, whichever is greater. A tree is defined as a woody perennial plant with a single well-defined stem at least one inch in diameter.

**E. Unauthorized Temporary Trailer:** If Lessee sites a temporary trailer on Lease Property the Lease Property without first applying for a temporary trailer permit, the Lessee will be fined two hundred and fifty dollars (\$250), and the trailer will be removed from the Lease Property Lease Property.

**F. Unauthorized Roads:** If Lessee allows unauthorized ATV trails or off-road trails to exist, the Lessee may be fined up to one thousand dollars (\$1,000) and be required to block access to the unauthorized trail or road at the Lessee's expense.

**4. USE LIMITATIONS.** This lease agreement entitles Lessee to use and occupy the Lease Property for open space recreation (any recreation use particularly oriented to and utilizing the outdoor character of an area, including snowmobile, trail bike, jeep or all terrain vehicle trail, cross-country ski trail, hiking and backpacking trail, bicycle trail, horse trail, playground, picnic area, public park, public beach or similar use) and for no other purpose.

**A. Hunting Restrictions:** The taking of female deer or "antler-less" deer, or the storage or transportation of does or "antler-less" deer across Lease Property shall **not** be permitted.

**B. Restricted Access:** Lessee shall not use or permit the use for hunting purposes, any active cutting areas or areas immediately adjacent thereto and areas which are posted as no hunting areas by Lessor.

**C. Tree Stands:** The use of tree stands is permitted. If tree stands are utilized, they must be portable with no materials nailed, bolted or permanently attached to a tree. Safety harnesses are required for all tree stands used.

**D. Road Traffic:** Entrance to or exit from the Lease Property will only be via access road(s) or right-of-way(s) indicated by a red line on the attached map. Lessee shall regulate automobile traffic to comply with a 20 mile per hour maximum speed limit on the Lease Property by Lessee's family, employees, agents, representatives or guests. Lessee shall prohibit traffic on all roads on the Lease Property when, in Lessor's judgment and upon notice from Lessor to Lessee, road traffic would damage roads due to climatic or other conditions. Lessee agrees, at its own cost and expense, to maintain and repair roads, bridges and culverts in proper and safe condition. When so maintained, NYS Best Management Practices will be applied.

In the event that Lessor shall grant a right-of-way over any road on the leased premises to any other person, firm or corporation as provided in the paragraph "LESSOR'S RIGHT-OF-WAY", then, in that event, any and all cost and expense in connection with the repair and maintenance of any such road including bridges and culverts shall be borne by the Lessor and such other individual, firm, partnership or corporation having the right to use such road in common with the Lessee, in proportion to the use made by each. The Lessor and such other individual firm, partnership or corporation shall be jointly and severally liable.

**E. Deer Feeding:** Deer feeding is not permitted. Food plots made up of native vegetation, however, are allowed once the location and seed is approved by the Lessor.

**F. Recreational Vehicular Use:**

1. All vehicles must be registered, insured and conform to NYS law.
2. No vehicle will be driven by anyone under the age of 16 unless accompanied by an adult; or if driver is between 10 and 16 years of age, and has received an ATV safety certificate issued by the Commissioner, that driver may operate an ATV while under the supervision of an adult. Drivers will comply with all NYS rules and regulations.
3. Access roads that cross other Lease Property adjacent to Lease Property are to be used *only* for access and egress to the Lease Property. Use of company roads not included in the lease area for recreational ATV riding is forbidden.
4. The recreational riding of ATV's and motor bikes is only permitted on winter and summer roads passable by two or four wheel drive vehicles. Lessor must be contacted prior to using additional ATV trails. Only after Lessor has field verified and given written approval can the Lessee build a new ATV trail. Building new trails prior to Lessor's approval is forbidden. (See Paragraph 3.F.)
5. ATV's may be used for the removal of legally killed deer and bear, providing no loaded weapons are on the vehicle or person(s). Disabled or medically handicapped persons are permitted to use the above mentioned vehicles for transportation to a tree stand or "watch."

**G. Construction:** Construction of new roads, bridges, hunting/fishing cabins, cabin additions, landfills, trailer sites, boat landings or docks, or any other improvements to Lease Property is expressly forbidden without written permission of the Lessor.

**H. Vegetation:** Lessee may not cut or remove any trees or any natural vegetation whatsoever without written permission of the Lessor. Further, Lessee may not alter stream beds or banks, nor landscape any forest area, nor alter any lake or pond shoreline, including the bottoms of such water areas. Violation of this clause will result in a \$250 fine and the lessee will be required to replant brush or trees.

**I. Watercraft:** Regarding ponds and other water bodies which may exist, the Lessee shall regulate boats upon waters on the Lease Property by Lessee's members or guests, so that there are no boat motors greater than 10 HP operated.

**J. Guests:** Each individual Lessee member may bring no more than two (2) guests to the Lease Property. Immediate family members may also accompany the Lessee member to the Lease Property. Each guest will be accompanied by the responsible Lessee member when using the Lease Property. Guests will comply with all rules and regulations that affect the member. No member will assign any of his rights or privileges to another, nor sublet any property on the leased premises under his control.

**K. Firewood:** Lessee shall have the right and privilege to cut trees on the lease area for camp firewood purposes and for no other purpose. Any and all trees cut must first be designated for cutting by Lessor's forestry personnel. Lessee shall not remove or permit removal of any wood or firewood from the lease area. (See paragraph 3.D. for penalty related to cutting trees without approval.)

**L. Forest Fires:** Lessee shall use reasonable and proper care to prevent forest fires upon the Lease Property and shall cause any and all members, employees, agents, representatives, licensees and guests upon the Lease Property to aid in extinguishing any fire that may occur on the Lease Property, or which may immediately threaten the Lease Property. Lessee shall notify Lessor of any forest fires that may occur on said Lease Property, or which may immediately threaten Lease Property. In case of extreme fire danger, Lessor may forbid or restrict all fires.

**M. Petroleum Products:** Propane gas use is preferred. Lessee agrees to limit storage of all other petroleum products on the Lease Property to a maximum of five (5) gallons at any one time. No petroleum product shall be disposed of on the Lease Property or allowed to come into contact with soil or be discharged into waters or wetlands. Any substance containing petroleum products, such as used oil, gasoline, etc. shall be removed from the Lease Property and disposed of in accordance with existing laws, rules and regulations. If a discharge of petroleum products occurs on the Lease Property, the Lessee shall be responsible for its immediate remediation (including any and all costs associated therewith) in full compliance with all laws, rules and regulations, including calling the NYSDEC Spill Hotline at 1-800-457-7362.

**N. Tents:** The use of tents is strictly prohibited.



**O. Trespass:** Lessee agrees, at its own cost and expense, to legally post the Lease Property against trespass in accordance with the provisions of the Environmental Conservation Law of the State of New York. When posting, only aluminum nails will be used. Lessee agrees at its own cost and expense to patrol the Lease Property to determine if any person is engaged in hunting, trapping, fishing or trespassing for any purposes whatsoever, or in violation of any laws of the State of New York. All prosecutions instituted by Lessee for poaching or trespassing, whether conducted in the name of the Lessor or Lessee, shall be at the sole cost and expense of the Lessee.

**P. Commercial Use:** The Lease Property may **not** be used by Lessee for commercial hunting, fishing or recreational purposes, nor be used in any manner that may be construed as being commercial in operation or purpose.

**Q. Forfeiture of Rights:** Lessee agrees that any member, or member and their guest, found to the satisfaction of the Lessor to be violating any State, Local, Lessee, or Lessor rule or regulation including trespassing on lands or waters of the Lessor will automatically and immediately forfeit all rights and privileges in and to the Lease Property. Upon notification to the Lessee of such findings on the part of the Lessor, the Lessee will be responsible to see that the individual or individuals involved are barred from all uses and privileges otherwise accorded to members and guests and pertaining to the Lease Property, and in the event of the continuance of the exercise of uses and privileges pertaining to the Lease Property. Any person who has been convicted of violating any State Conservation Law, Rule or Regulation within a period of three years prior to application for membership in the Lessee organization will be disqualified for membership by the Lessee, nor shall he be permitted use of the Lease Property for any circumstances.

**R. Compliance With Laws:** Subject to the rights reserved to Lessor in Paragraph 9 below, Lessee shall have the exclusive right and privilege to hunt, fish and recreate on the Lease Property, and is subject to all rules and regulations pertaining to the use of the Lease Property as established by the Lessor. Lessee's use of the property is also limited to only those activities authorized by applicable federal, state, county or municipal governmental units, now or hereafter in effect during the term of this lease. Failure to abide by any and all restrictions set forth in this lease agreement will permit Lessor to terminate this lease agreement.

**S. Fines and Penalties:** Lessee and each and every one of its members shall be personally liable for any fines and penalties imposed against the Lessor and/or Lessee resulting from the Lessee or any of its members or guests violating any federal, state or local (or any agency thereof) law, ordinance, rule, regulation, or policy.

**5. LIABILITY.** Lessor shall not be responsible or liable for any damage or injury to any property or to any person at any time on the Lease Property, including any damage or injury to the Lessee or to any of the Lessee's members, employees, agents, representatives, licensees or guests, and Lessee will at all times protect and save harmless Lessor against and from any and all claims, actions and suits, groundless or otherwise, and against any and all liabilities, losses, demands, judgments, costs, charges, counsel fees and other expenses of every kind and nature arising from injury to persons or damage to property or from the loss of life or property sustained by any one whomsoever in and about said

Lease Property, or any part thereof, and arising from any act or acts, or omission or commission of Lessee or its use or occupation of said leased premises.

6. **"AS IS" AND ASSUMPTION OF RISKS.** Lessee has inspected the Lease Property, the subject of this lease, and acknowledges that the Lease Property consists of wild land including but not limited to live and dead trees, blow-down, rocks, ledges, wetlands (including bogs, swamps, muck, etc.) and water courses. The Lessor in no way warrants the fitness of the premises and makes no representation that the Lease Property is in good repair or otherwise fit for use and occupancy. Accordingly, the Lessee takes the Lease Property "As Is" and assumes all risks associated therewith, seen or unseen, and the Lessee covenants and agrees that it will not hold the Lessor liable for any defects whatsoever in the Lease Property.

7. **INSURANCE.** Lessee shall, at its own cost and expense, maintain public liability and property damage insurance with an insurance company approved by Lessor, naming Lessor as an additional insured. Lessee will furnish Lessor with certificates evidencing the carrying of such public liability and property damage insurance affording protection to at least the sum of two million dollars (\$2,000,000.<sup>00</sup>) for injury or death aggregate, one million dollars (\$1,000,000.<sup>00</sup>) per occurrence and to at least the sum of one million dollars (\$1,000,000.<sup>00</sup>) for damage to property per occurrence, which coverage shall not be subject to cancellation without at least fifteen (15) days written notice being sent to the Lessor. Lessee shall also furnish Lessor with a certificate of insurance issued by an insurance company approved by Lessor evidencing that there is in effect a Workmen's Compensation insurance policy covering all employees of Lessee. Insurance coverage cannot be cancelled without written notice being sent to the Lessor. In the event of such cancellation, this lease shall immediately terminate and all rights and privileges of the Lessee shall immediately cease, and Lessee shall surrender all rights.

8. **LESSOR'S RIGHT-OF-WAY AND RIGHT OF ACCESS.** Except for hunting, fishing and recreational usage, Lessor expressly reserves to itself, its successors and assigns, the right to use the Lease Property for any purposes whatsoever, including but not limited to the right to conduct lumbering and logging operations thereon. The Foregoing exception for Lessee's use of the property for hunting, fishing and recreational purposes shall not preclude use of the property and access to the property by Lessor for purposes of science assessment, real property assessment (including mapping of structures, gates etc), visits to the property for fundraising or public outreach purposes that may include a recreational component, for any and all management purposes whatsoever and to monitor compliance with the terms of this agreement. In addition, Lessor shall have the right of ingress and egress in, to and from the Lease Property with such men and equipment as may be necessary for the purpose of cutting and removing timber, now or at any time hereafter, growing, standing and lying on the Lease Property during the term of this lease; the right to build and maintain roads, bridges and skidways on the Lease Property; the right to locate old and new trails which may be designated as ATV and snowmobile trails and remove roads, bridges and skidways from this lease agreement. Lessor shall have the right to grant to any other individual firm, partnership, or corporation right-of-way over the Lease Property, provided, however that such grant shall not include, and the Lessor does not permit the use of such grant of right-of-way for hunting, fishing or recreational purposes on the leased premises during the term of this lease.

9. **MEMBERSHIP LIST.** Lessee will provide to the Lessor a contact listing of its members, as well as the names, titles, addresses and phone numbers of all officers or other positions having any official duties within the Lessee organization, who are permitted access to the Lease Property. Names, addresses, and telephone numbers of all cabin owners will also be provided. The list will be either typewritten or provided on diskette in an IBM Windows compatible program. The Lessee will submit the membership list by October 1 each year during the term of this lease agreement. Failure to provide an annual membership listing may be cause for termination of this lease agreement.

10. **RECREATIONAL USE.** The Lessee's Club President will submit to the Lessor a summary report of "RECREATIONAL USE" prior to January 31 each year during the term of this lease agreement (see attached *Addendum A, Recreation Use Record*). The report will encompass information provided by all members of the Lessee.

11. **BUILDING/OWNING A HUNTING/FISHING CABIN.** Cabins shall be used solely for the purpose of hunting, fishing and similar purposes. Cabins shall be designed for occasional use and will not be used as summer homes or permanent residences. Lessee shall, at Lessee's sole cost and expense, with the prior written consent of Lessor, and the approval of proper local and State authorities, have the right to build a hunting/fishing cabin. The exception to this is that only one cabin (or temporary trailer) may be built or occupied for every 100 acres leased. Any plans for new cabins must be provided to Lessor by Lessee or Lessee's Agents.

**A. Cabin Footprint:** Cabins shall not exceed 500 square feet. Lofts and second stories are **not** permitted. Any cabin constructed on the Lease Property containing over 500 square feet of footprint shall be reduced in size to less than 500 square feet of footprint by the Lessee within thirty (30) days of notification to the Lessee of such violation. Failure to promptly comply will be a direct violation of this lease, and the Lessor shall have the absolute right without other or further notice to the Lessee to remove such structure, at the Lessee's expense, and/or to cancel this lease.

**B. Construction/Additions to a Hunting/Fishing Cabin:** Construction is not permitted without prior written approval from the Club President and Lessor. Prior to changes made to existing cabins, a sketch plan must be submitted by the Club President to the Lessor for approval. All new cabins must be sited by Lessor's forestry personnel and constructed as specified in *Addendum B, "Guidelines for Cabin Construction."* Lessee will forward written applications to the Glens Falls office of Finch Paper's Forest Management for approvals of any cabin to be built, indicating the approximate location of the building site. The owner of the cabin will submit a "Start of Construction" form to Lessor once cabin construction has begun, and will submit a "Completion of Cabin Construction" form after the construction is complete.

**C. Cabin Identification:** As an aid to identification of cabin ownership where more than one cabin exists on a lease, Lessee agrees to a cabin numbering system on the lease. Each cabin will have a number, assigned by the Lessor and unique to the Lessee. The numbers will be printed or painted by the Lessee at its expense, and will be three inches (3") in height and prominently affixed over the entrance door of each cabin.

**D. Removal of Cabins:** Removal of cabins is subject to the terms and conditions set forth in *Addendum D, Paragraph 2*, attached hereto and made a part hereof.

**12. CAMPER TRAILERS.** The placement of temporary camper trailers on Lease Property is subject to prior field verification and written approval of Lessor, and must comply with all local and State regulations. Written approval from the Lessee's Club President, and written approval from Lessor is required prior to placing a trailer on Lease Property. Lessee will refer and strictly adhere to "*GUIDELINES FOR TEMPORARY CAMPER TRAILERS*," a copy of which is attached and labeled "*Addendum C*". A seasonal camper trailer is considered a hunting/fishing cabin for density purposes (one cabin/100 acres). A temporary trailer permit will be issued and must be displayed on camper trailer.

**13. RIGHT OF EMINENT DOMAIN.** In the event that the Lease Property or any part thereof, be taken in condemnation proceedings or by any right of eminent domain, then, in that event, upon the condemnation of same for such public user, this lease shall at the option of the Lessor, become null and void and the term shall cease as though the term had fully expired, anything to the contrary notwithstanding. Lessee shall not be entitled to any part of the award or to any apportionment thereof. In the event a portion of the Lease Property is taken in condemnation proceedings or by any right of eminent domain, Lessee shall have the right to continue in possession of the Lease Property, with all provisions and conditions as provided in this lease, upon notice from Lessee to Lessor of his intention to remain in possession of the then remaining leased parcel. Notification must be received by Lessor within thirty (30) days after any such part of the Lease Property has been taken in condemnation proceedings or by right of eminent domain. In such event, rental payments made in advance will be refunded on a pro-rated basis.

**14. DISPOSAL OF GARBAGE.** Lessee will remove all trash, garbage, refuse, and abandoned property from the Lease Property, and dispose of said material in an area proper for disposal. Littering will not be tolerated. In the event garbage, waste, or other material has accumulated, Lessor reserves the right to remove the same, and will fine the Lessee \$250 plus expenses incurred in removal of material, which Lessee will pay immediately upon receipt of the bill.

**15. LESSEE'S INVESTIGATION.** Lessee acknowledges and agrees that the Lessee's execution and delivery of this agreement is based upon the Lessee's independent investigation and analysis of the exercise of the rights and expenses represented by this agreement, and the Lessee hereby expressly waives any and all claims or defenses by Lessee against the enforcement of this agreement which are based upon allegations of representations, projections, estimates, understandings or agreements not set forth herein.

**16. NO ASSIGNMENT.** Lessor reserves the absolute right to assign this Lease Agreement in whole or in part. This agreement may not be assigned in whole or in part, or otherwise transferred without the express written consent of the Lessor.

17. **DEFINITION OF "PRESIDENT"**. In instances where the Lessee does not have officers or where the lead person of a club or organization is known by a different title, the word President shall apply to such lead person, and in the case of an individual lease, it shall apply to the individual Lessee or Lessees.

18. **TERMINATION OF AGREEMENT**. Other than Lessor's termination rights as set forth in Paragraphs 3A, 4R ad 7 above, either Lessor or Lessee shall have the right to terminate this lease by giving written notice to the other by certified mail at least ninety (90) days prior to the date when Lessee desires termination of this agreement. Upon receipt of notification, and at the expiration of ninety (90) days, this lease agreement will immediately cease and come to an end. The Lessee remains responsible for payment of the lease through the ninety (90) day expiration period. Lease payments made in advance will be refunded on a pro-rated basis. Should Lessor determine that Lessee is in breach of the terms and conditions of this lease agreement, Lessor shall give Lessee written notice and Lessee shall have 30 days from receipt of the notice to remedy the breach. Should Lessee fail to remedy the breach within the 30 day time period, Lessor may immediately terminate this lease agreement and Lessee shall vacate the Lease Property. Lessee agrees to pay all balances due Lessor up to the date of termination. If Lessee fails to pay monies owed to Lessor, Lessor will assess a five percent (5%) finance charge for the first month, and a 1 percent (1%) cumulative finance charge each month thereafter, upon Lessee for all amounts then due until payment is received.

19. **ADDITIONAL TERMS AND CONDITIONS**. Additional terms and conditions are attached hereto and made apart hereof, as *Addendum A through D*.

IN WITNESS WHEREOF, the parties hereto have signed, or caused to be signed by their duly authorized officers and agents, as of the day and year first above written.

**LESSOR:**

**THE NATURE CONSERVANCY**

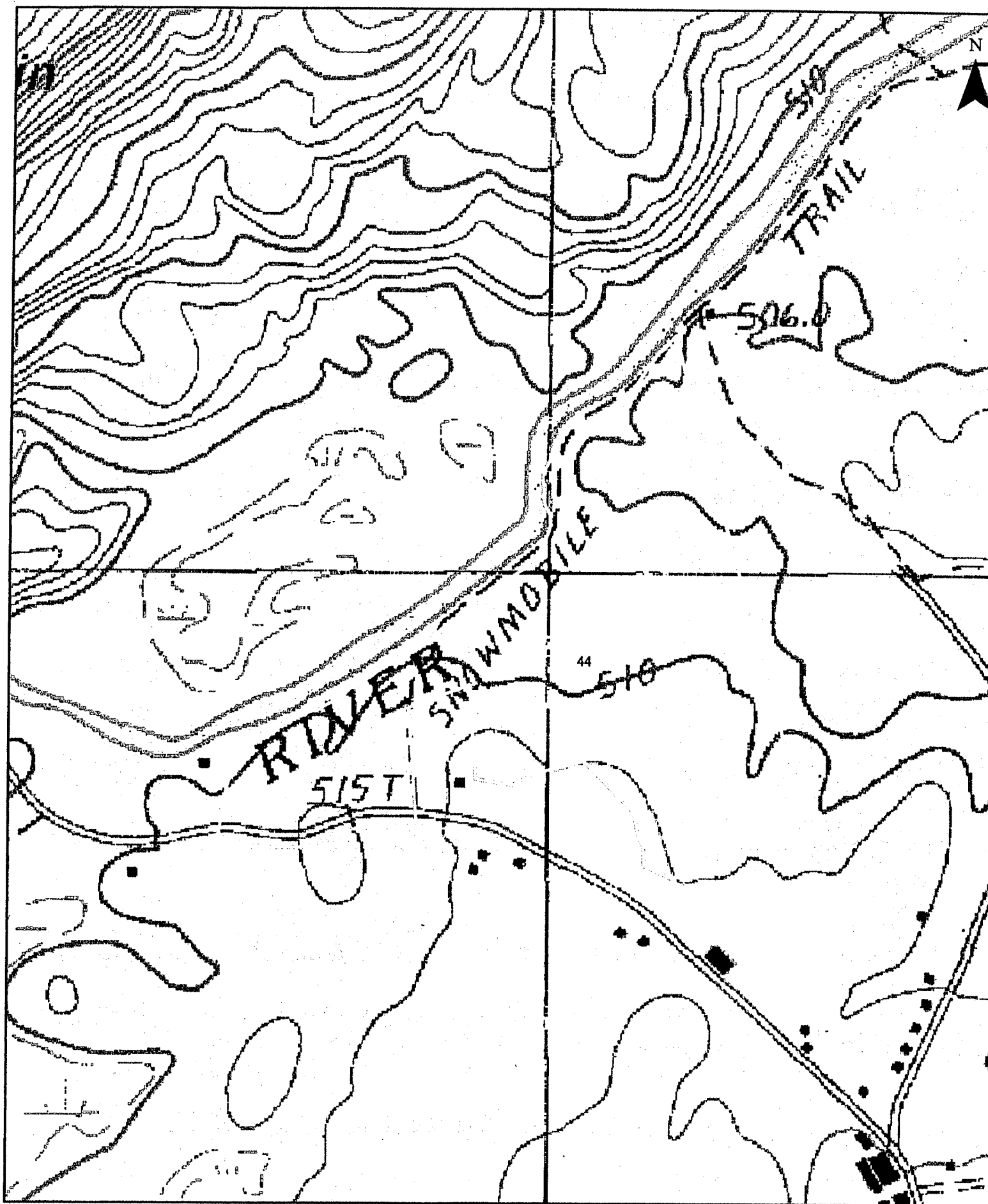
By: SM DeSantis

Shauna M. DeSantis, Senior Attorney

Town of Indian Lake (Benton)- **LESSEE**

By: Brian E Wells

Brian E. Wells, Supervisor, President



LC# 44

**RECREATION USE RECORD****For Year: 2013****TOTAL USER DAYS SPENT ON RECREATION:**

Hunting Days:    Big Game \_\_\_\_\_    Small Game \_\_\_\_\_    Trapping \_\_\_\_\_  
 Fishing \_\_\_\_\_ days    Snowmobiling \_\_\_\_\_ days    X-Country Skiing \_\_\_\_\_ days  
 ATV's \_\_\_\_\_ days    Snow Shoeing \_\_\_\_\_ days    Photography \_\_\_\_\_ days  
 Hiking \_\_\_\_\_ days    Bicycling \_\_\_\_\_ days    Other \_\_\_\_\_ days

**NUMBER TAKEN:**

Male Deer:    Lease Property \_\_\_\_\_    State Land \_\_\_\_\_

Bear _____	Rabbit _____	Fox _____	Raccoon _____
Coyote _____	Bobcat _____	Beaver _____	Marten _____
Mink _____	Weasel _____	Fisher _____	Squirrel _____
Otter _____	Muskrat _____	Grouse _____	Duck _____
Turkey _____	Geese _____	Woodcock _____	
Bass _____	Salmon _____	Bullhead _____	No. Pike _____
Splake _____	Rainbow Trout _____	Brook Trout _____	Lake Trout _____
Perch _____	Brown Trout _____	Pickrel _____	

**Fish Stocking****Please be specific, ie: 500 rainbow trout at Pickwacket Pond, 200 brook trout at Sand Pond.**

Quantity _____	Species _____	Waterbody _____
Quantity _____	Species _____	Waterbody _____
Quantity _____	Species _____	Waterbody _____

**NOTE: Attach NYSDEC Fish Stocking Permit (s)****The above information is supplied by:**

Name: \_\_\_\_\_  
 Club: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_

*Mail completed survey results by January 31, 2014 to:*

**The Nature Conservancy**  
**C/o Finch Paper LLC**  
**1 Glen Street**  
**Glens Falls, NY 12801**

## GUIDELINES FOR CABIN CONSTRUCTION

A maximum of three structures are allowed: a hunting/fishing cabin, a storage shed, and an outhouse. A hunting/fishing cabin is defined as being less than 500 square feet in size (outside dimensions) and less than 18 feet high from the undisturbed ground level (**lofts are not allowed**). A storage shed is defined as being less than 100 square feet in size (outside dimensions) and less than 8 feet in height. An outhouse is defined as a small (less than 36 square feet) one-door structure built specifically for human waste disposal to a shallow pit.

1. Building plans for hunting/fishing cabins will be supplied by Lessor or Lessor's Agents, **and must be followed.**
2. All buildings and structures shall be set back at least 100 feet from any water body, water course or wetland, **and must be approved by Lessor or Lessor's Agents** (setbacks may exceed 100 feet depending on local zoning).
3. All sewage disposal systems (outhouses and surface discharge of gray water) shall be set back at least 100 feet from any water body or water course including a lake, pond, river, stream (permanent or intermittent), floodway, or wetland, and must be approved by Lessor or Lessor's Agents (setbacks may exceed 100 feet depending on local zoning). Dry wells or any other below ground surface disposal systems are not allowed.
4. Suggestions for cabin materials include clapboards, board & batten, Adirondack siding, logs or half logs, and Texture 111 siding.
5. Roofs will be galvanized or aluminum roofing, asphalt shingles or rolled roofing.
6. Hunting/fishing cabins are to be painted green, brown or gray.
7. Hunting/fishing cabins are to be physically numbered using numbers assigned by Lessor or Lessor's Agents. The numbers shall be no less than 3" in height, and painted or placed over the entrance door of each cabin.
8. No vegetation (including trees, bushes, etc.) can be cut or removed from Lease Property and no trees or brush can be cut to create a lawn without prior approval from Lessor or Lessor's Agents.
9. The Lessee is responsible for complying with all local or regional requirements regarding hunting/fishing cabin construction.
10. Permission to build is for the current season only (May to October). If a building project has not commenced during the season in which it was approved, the applicant must repeat the approval process.
11. The attached cabin start construction and cabin completion forms must be filled out by the applicant, after beginning cabin construction, and at the end of cabin construction (respectively).



## **NOTES FOR CABIN CONSTRUCTION**

1. Cabin owner is responsible for meeting all state and local regulations that apply to cabin construction.
2. Cabin dimensions (outside measures)
  - a. Width: 16 feet
  - b. Length: 30 feet
  - c. Height: 18 feet
3. One accessory structure (with a footprint of less than 100 square feet) which cannot be attached to the cabin.
4. One outhouse structure (with a footprint of less than 36 square feet) which cannot be attached to the cabin.
5. Cabin and Accessory Structure locations must be approved by Lessor or Lessor's Agents.
6. Septic systems, dry wells, or any other below ground surface waste disposal systems, are not allowed.
7. No unauthorized cutting of vegetation.
8. No cutting of trees or brush.

## PERMISSION TO MODIFY A CABIN

<b>C L U B</b>	CLUB NAME: _____
	CLUB MEMBER'S NAME: _____
	MEMBER'S ADDRESS: _____ _____
	MEMBER'S PHONE #: (W) _____ (H) _____
	PROJECTED START DATE: _____ PROJECTED END DATE: _____
<p><b>NOTE: If permission is granted, building of structure must commence within current May-Oct. season.</b></p> <p><b>Please attach a drawing of the structure and any proposed modifications to this form. Also attach a sketch map showing the cabin location. This application will not be approved without these items.</b></p>	
<p>APPROVAL BY CLUB PRESIDENT: _____ Date: _____</p>	

<b>F I N C H  P A P E R</b>	<b>LOCATION OF STRUCTURE(S):</b>		
	ROAD: _____		
	TOWN/TWP: _____		
	TAX MAP #: _____	CABIN # _____	
	<b>INSPECTION:</b>		
DATE: _____			
BY LESSOR/LESSOR'S AGENTS: _____			
Comments or restrictions: _____ _____			
APPROVED FOR CONSTRUCTION BY: _____			
	Name	Title	Date

**RETURN TO:**

**The Nature Conservancy  
C/o Finch Paper LLC  
1 Glen Street  
Glens Falls, NY 12801**

## START OF CABIN MODIFICATION CONSTRUCTION

C  
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CLUB NAME: \_\_\_\_\_

CLUB MEMBER'S NAME: \_\_\_\_\_

MEMBER'S ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

MEMBER'S PHONE #: (W) \_\_\_\_\_ (H) \_\_\_\_\_

CABIN CONSTRUCTION START DATE: \_\_\_\_\_

NOTE: Lessor or Lessor's Agents may visit your construction site at any time to verify that all rules and regulations as defined in the club lease and in the Guidelines for Cabin Construction are being followed.

**Please send this form along with a copy of your Town Building Permit to:**

The Nature Conservancy  
C/o Finch Paper LLC  
1 Glen Street  
Glens Falls, NY 12801

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RECEIVED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

COPY OF TOWN BUILDING PERMIT RECEIVED: [ ] YES [ ] NO

## COMPLETION OF CABIN MODIFICATION CONSTRUCTION

**C  
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CLUB NAME: \_\_\_\_\_

CLUB MEMBER'S NAME: \_\_\_\_\_

MEMBER'S ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

MEMBER'S PHONE #: (W) \_\_\_\_\_ (H) \_\_\_\_\_

CONSTRUCTION COMPLETION DATE: \_\_\_\_\_

**NOTE:** Lessor or Lessor's Agents may visit your construction site at any time to verify that all rules and regulations as defined in the club lease and in the Guidelines for Cabin Construction are being followed.

**Please send this form to:**

The Nature Conservancy  
C/o Finch Paper LLC  
1 Glen Street  
Glens Falls, NY 12801

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INSPECTED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

CABIN NUMBER: \_\_\_\_\_

TAX MAP: \_\_\_\_\_

*ATTACH PHOTO*

**GUIDELINES FOR TEMPORARY CAMPER TRAILERS**

Definition: A Temporary Camper Trailer is any unit registered with the Department of Motor Vehicles and designed for use as a temporary shelter for camping purposes. Only those units which have a current registration with the Department of Motor Vehicles will be allowed on Adirondack Woodlands LLC property such as a Temporary Camper Trailer (Pickup truck mounted units are allowed as long as they remain on the truck and the truck is registered). House trailers are not allowed.

1. An application (see attached) to place a licensed temporary camper/trailer on lease property must be approved by Lessor or Lessor's Agents for each camper/trailer prior to the camper trailer being placed on the property. In most cases, applications will be processed within two (2) weeks.
2. Only numbered logging headers can be used for the placement of temporary camper/trailers. These must first be approved by Lessor or Lessor's Agents.
3. Temporary camper/trailers may occupy a header for no more than 120 consecutive days, and must be removed from the property by December 15. **It will be the responsibility of the camper owner to comply with all local ordinances relating to temporary camper trailers.**
4. Use Fees:
  - A. \$25.00 fee for up to two weeks;
  - B. \$100.00 fee for more than two weeks, but not more than 120 consecutive days
5. Under no circumstances whatsoever will support structures or landscaping be allowed on the logging headers (including outhouses, platforms and storage sheds). Camp fires will be allowed if properly and safely formed inside a stone camp fire ring.
6. When a camper/trailer is removed at the end of the term, all evidence of its placement at the header must be removed with it.
7. The Lessee will be responsible for the cost of clean-up of any materials left behind.
8. Any Lessee in violation of these rules and regulations could lose the privilege of placing a temporary camper/trailer on their lease.
9. Only one 2 week or 120 day (seasonal) term is allowed. A given lessee cannot remove a temporary trailer and then reapply for a second trailer permit, ie: one trailer permit per member per year.

## PERMISSION TO LOCATE A TEMPORARY TRAILER

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CLUB NAME: \_\_\_\_\_

MEMBER'S NAME: \_\_\_\_\_

MEMBER'S ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

MEMBER'S PHONE #: \_\_\_\_\_

TRAILER LICENSE NUMBER:\*

\*Must have current license plate and registration

DATE TRAILER TO BE LOCATED: \_\_\_\_\_

DATE TRAILER TO BE REMOVED:\*\*

\*\* Maximum seasonal header occupancy of 120 consecutive days, depending upon local zoning.

Only one temporary trailer permit issued per member per year

⇒ ENCLOSE CHECK: Up to 2 Weeks = \$25.00 [ ] Season = \$100.00 [ ] ⇐

**PAYABLE TO:**

**FINCH PAPER LLC**

**MAIL TO:**

1 Glen Street  
Glens Falls, NY 12801

**LOCATION:**

ROAD: \_\_\_\_\_

DISTANCE FROM GATE: \_\_\_\_\_

HEADER #: \_\_\_\_\_

Sketch a map on the back of this sheet depicting the road and trailer location.

APPROVAL BY CLUB PRESIDENT: \_\_\_\_\_

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**INSPECTION:**

DATE: \_\_\_\_\_

BY LESSOR/LESSOR'S AGENT: \_\_\_\_\_

APPROVAL: \_\_\_\_\_

Comments or restrictions: Campfires must be placed in a "fire ring." Header must be left as it was before moving a temporary trailer on the lot.

## PERMISSION TO LOCATE A FEED PLOT

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CLUB NAME: \_\_\_\_\_

MEMBER'S NAME: \_\_\_\_\_

MEMBER'S ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

MEMBER'S PHONE #: \_\_\_\_\_

DATE PLOT TO BE PLANTED: \_\_\_\_\_



**MAIL TO:**

**THE NATURE CONSERVANCY**

C/o Finch Paper LLC

1 Glen Street

Glens Falls, NY 12801

**LOCATION:**

ROAD: \_\_\_\_\_

DISTANCE FROM GATE: \_\_\_\_\_

HEADER #: \_\_\_\_\_

Sketch a map on the back of this sheet depicting the road and location.

APPROVAL BY CLUB PRESIDENT: \_\_\_\_\_

(Exclusive leases only)

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**INSPECTION:**

DATE: \_\_\_\_\_

BY LESSOR/LESSOR'S AGENTS: \_\_\_\_\_

APPROVAL: \_\_\_\_\_

Comments or restrictions: Feed Plots must be placed and planted according to Lessor Guidelines.

\_\_\_\_\_

\_\_\_\_\_

## ADDENDUM D

### ADDITIONAL TERMS AND CONDITIONS

#### Lands to be sold for Forest Preserve

1. Sale of Fee. It is the intention of Lessor to sell the fee interest in the lands that are the subject of this Lease Agreement to the State of New York for inclusion in New York State Forest Preserve for the benefit of the People of the State of New York. The fee sale transactions will be phased over multiple years. When tracts are transferred to New York State the Lessor will retain the rights and obligations hereunder and will continue to monitor and manage the leasehold interest until the expiration of all leases on September 30, 2018. Lessor will provide notice to the Lessee by April 30 of each year if lands Lessee is leasing are likely to be sold to New York State within the subsequent October-September lease period. Future Leases may be subject to the following:

- a) One Year Exclusive Use. For lands leased until September 30, 2014 and not likely to be sold to New York State during the next lease term (October 1, 2014 to September 30, 2015), Lessor and Lessee may, at Lessor's sole discretion, enter into an additional one year "Exclusive Lease". Thereafter, as tracts are slated for acquisition by New York State, lease terms for the subsequent lease periods may, at Lessor's sole discretion, continue as Exclusive Use or transition to the Limited Camp Envelope schedule outlined in section 1(b) below.
- b) Limited Camp Envelope - from October 1, 2014 to September 30, 2018. This provision applies to clubs having a club house and/or whose individual members have cabins and/or seasonal trailers located on the leased lands prior to September 30, 2011. It does not apply to Clubs that do not have any improvements on the leased lands. At the expiration of the lease term ending on September 30, 2014, Lessee and Lessor may, at Lessor's sole discretion, enter into annual leases for access to the leased lands with a limited and exclusive 1 acre envelope surrounding each club. house/cabin/structure/seasonal trailer on the property for year-round use for the next four years (October 1, 2014 to September 30, 2018). During this time period, outside of the limited envelope per club house/ cabin / structure/seasonal trailer, the lands surrounding the limited envelope area shall be shared with the public. Leaseholders will continue to have motorized access to their respective club house//cabins/structures/seasonal trailers. *Lease rates will be reduced to reflect reduction of lease acreage to cabin envelopes.*

c) Lessor's Reserved Right. Depending upon the rate of acquisition of the leased lands by New York State, Lessor may, at its sole option, extend any of the time periods for Exclusive Use and the Limited Camp Envelope.

2. Structure Removal. Removal of any club house/cabin/structure/seasonal trailer, either during the term of this lease agreement, or any subsequent Exclusive Use or Limited Camp Envelope lease agreement, shall be subject to the following terms and conditions:

- a) All club houses/cabins/structures/seasonal trailers shall be removed from the property **prior** to the end of the applicable lease term, **TIME BEING STRICTLY OF THE ESSENCE**.
- b) For Exclusive Leases, club houses/cabins/structures/seasonal trailers shall be removed at the sole expense of the Lessee/Club and its membership. For Non-Exclusive Leases, club houses/cabins/structures/seasonal trailers shall be removed solely at the owner's expense. Removal shall include but not be limited to removal of the main structure, foundation, out houses and all ancillary structures, fuel oil tanks, propane tanks and any and all debris including personal items, metal, wood and any construction materials. All sites shall be left in a clean condition to the satisfaction of the Lessor.



c) Upon satisfactory removal of a structure and delivery of a clean site, Lessor agrees to return a portion of the yearly assessed cabin fee, to either the club or the individual cabin owner, as applicable .

d) Should the club or any individual cabin owner fail to satisfactorily remove a structure or cabin and clean up the site, the Lessor, at is sole option, may hire a contractor to undertake removal and clean up at the expense of the club or cabin owner ,as applicable. The club or cabin owner will be sent an invoice upon completion of the work. If Lessee fails to pay monies owed to Lessor within 30 days, Lessor will assess a five percent (5%) finance charge for the first month, and a 1 percent (1%) cumulative finance charge each month thereafter. Lessor may avail itself of all remedies in law or equity to recover monies owed plus finance charges. Lessor shall be entitled to recover all costs associated with any enforcement action including reasonable attorney's fees.

3. Representation and Warranty. The undersigned, President of the Club, hereby represents and warrants as follows:

a) that he is duly authorized to sign the Lease Agreement and this Addendum on behalf of the Club and all members;

b) that he certifies that all club members and cabin owners have been fully informed of the terms and conditions of the Lease Agreement and this Addendum and accept all of the stated terms and conditions.

4. Survival. The terms of this Addendum D shall survive the termination or expiration of this lease agreement and any future Exclusive Use or Limited Camp Envelope lease agreements entered into between Lessee and Lessor.

**LESSOR:**

**THE NATURE CONSERVANCY**

By: SM DeSantis

Shauna M. DeSantis, Senior Attorney

**LESSEE**

By: Brian E Wells

President

## GUIDELINES FOR CABIN CONSTRUCTION

A maximum of three structures are allowed: a hunting/fishing cabin, a storage shed, and an outhouse. A hunting/fishing cabin is defined as being less than 500 square feet in size (outside dimensions) and less than 18 feet high from the undisturbed ground level (**lofts are not allowed**). A storage shed is defined as being less than 100 square feet in size (outside dimensions) and less than 8 feet in height. An outhouse is defined as a small (less than 36 square feet) one-door structure built specifically for human waste disposal to a shallow pit.

1. Building plans for hunting/fishing cabins will be supplied by Lessor or Lessor's Agents, **and must be followed.**
2. All buildings and structures shall be set back at least 100 feet from any water body, water course or wetland, **and must be approved by Lessor or Lessor's Agents** (setbacks may exceed 100 feet depending on local zoning).
3. All sewage disposal systems (outhouses and surface discharge of gray water) shall be set back at least 100 feet from any water body or water course including a lake, pond, river, stream (permanent or intermittent), floodway, or wetland, and must be approved by Lessor or Lessor's Agents (setbacks may exceed 100 feet depending on local zoning). Dry wells or any other below ground surface disposal systems are not allowed.
4. Suggestions for cabin materials include clapboards, board & batten, Adirondack siding, logs or half logs, and Texture 111 siding.
5. Roofs will be galvanized or aluminum roofing, asphalt shingles or rolled roofing.
6. Hunting/fishing cabins are to be painted green, brown or gray.
7. Hunting/fishing cabins are to be physically numbered using numbers assigned by Lessor or Lessor's Agents. The numbers shall be no less than 3" in height, and painted or placed over the entrance door of each cabin.
8. No vegetation (including trees, bushes, etc.) can be cut or removed from Lease Property and no trees or brush can be cut to create a lawn without prior approval from Lessor or Lessor's Agents.
9. The Lessee is responsible for complying with all local or regional requirements regarding hunting/fishing cabin construction.
10. Permission to build is for the current season only (May to October). If a building project has not commenced during the season in which it was approved, the applicant must repeat the approval process.
11. The attached cabin start construction and cabin completion forms must be filled out by the applicant, after beginning cabin construction, and at the end of cabin construction (respectively).

## **NOTES FOR CABIN CONSTRUCTION**

1. Cabin owner is responsible for meeting all state and local regulations that apply to cabin construction.
2. Cabin dimensions (outside measures)
  - a. Width: 16 feet
  - b. Length: 30 feet
  - c. Height: 18 feet
3. One accessory structure (with a footprint of less than 100 square feet) which cannot be attached to the cabin.
4. One outhouse structure (with a footprint of less than 36 square feet) which cannot be attached to the cabin.
5. Cabin and Accessory Structure locations must be approved by Lessor or Lessor's Agents.
6. Septic systems, dry wells, or any other below ground surface waste disposal systems, are not allowed.
7. No unauthorized cutting of vegetation.
8. No cutting of trees or brush.

## PERMISSION TO MODIFY A CABIN

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CLUB NAME: \_\_\_\_\_

CLUB MEMBER'S NAME: \_\_\_\_\_

MEMBER'S ADDRESS: \_\_\_\_\_

MEMBER'S PHONE #: (W) \_\_\_\_\_ (H) \_\_\_\_\_

PROJECTED START DATE: \_\_\_\_\_ PROJECTED END DATE: \_\_\_\_\_

**NOTE: If permission is granted, building of structure must commence within current May-Oct. season.**

**Please attach a drawing of the structure and any proposed modifications to this form. Also attach a sketch map showing the cabin location. This application will not be approved without these items.**

APPROVAL BY CLUB PRESIDENT: \_\_\_\_\_ Date: \_\_\_\_\_

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### LOCATION OF STRUCTURE(S):

ROAD: \_\_\_\_\_

TOWN/TWP: \_\_\_\_\_

TAX MAP #: \_\_\_\_\_ CABIN # \_\_\_\_\_

### INSPECTION:

DATE: \_\_\_\_\_

BY LESSOR/LESSOR'S AGENTS: \_\_\_\_\_

Comments or restrictions: \_\_\_\_\_

\_\_\_\_\_

APPROVED FOR CONSTRUCTION BY: \_\_\_\_\_

Name Title Date

**RETURN TO:**

**The Nature Conservancy  
C/o Finch Paper LLC  
1 Glen Street  
Glens Falls, NY 12801**

## START OF CABIN MODIFICATION CONSTRUCTION

C  
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CLUB NAME: \_\_\_\_\_

CLUB MEMBER'S NAME: \_\_\_\_\_

MEMBER'S ADDRESS: \_\_\_\_\_

MEMBER'S PHONE #: (W) \_\_\_\_\_ (H) \_\_\_\_\_

CABIN CONSTRUCTION START DATE: \_\_\_\_\_

NOTE: Lessor or Lessor's Agents may visit your construction site at any time to verify that all rules and regulations as defined in the club lease and in the Guidelines for Cabin Construction are being followed.

**Please send this form along with a copy of your Town Building Permit to:**

The Nature Conservancy  
C/o Finch Paper LLC  
1 Glen Street  
Glens Falls, NY 12801

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RECEIVED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

COPY OF TOWN BUILDING PERMIT RECEIVED: [ ] YES [ ] NO

# COMPLETION OF CABIN MODIFICATION CONSTRUCTION

C  
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CLUB NAME: \_\_\_\_\_

CLUB MEMBER'S NAME: \_\_\_\_\_

MEMBER'S ADDRESS: \_\_\_\_\_

MEMBER'S PHONE #: (W) \_\_\_\_\_ (H) \_\_\_\_\_

CONSTRUCTION COMPLETION DATE: \_\_\_\_\_

NOTE: Lessor or Lessor's Agents may visit your construction site at any time to verify that all rules and regulations as defined in the club lease and in the Guidelines for Cabin Construction are being followed.

**Please send this form to:**

The Nature Conservancy  
C/o Finch Paper LLC  
1 Glen Street  
Glens Falls, NY 12801

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INSPECTED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

CABIN NUMBER: \_\_\_\_\_

TAX MAP: \_\_\_\_\_

*ATTACH PHOTO*

## GUIDELINES FOR TEMPORARY CAMPER TRAILERS

Definition: A Temporary Camper Trailer is any unit registered with the Department of Motor Vehicles and designed for use as a temporary shelter for camping purposes. Only those units which have a current registration with the Department of Motor Vehicles will be allowed on Adirondack Woodlands LLC property such as a Temporary Camper Trailer (Pickup truck mounted units are allowed as long as they remain on the truck and the truck is registered). House trailers are not allowed.

1. An application (see attached) to place a licensed temporary camper/trailer on lease property must be approved by Lessor or Lessor's Agents for each camper/trailer prior to the camper trailer being placed on the property. In most cases, applications will be processed within two (2) weeks.
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  - A. \$25.00 fee for up to two weeks;
  - B. \$100.00 fee for more than two weeks, but not more than 120 consecutive days
5. Under no circumstances whatsoever will support structures or landscaping be allowed on the logging headers (including outhouses, platforms and storage sheds). Camp fires will be allowed if properly and safely formed inside a stone camp fire ring.
6. When a camper/trailer is removed at the end of the term, all evidence of its placement at the header must be removed with it.
7. The Lessee will be responsible for the cost of clean-up of any materials left behind.
8. Any Lessee in violation of these rules and regulations could lose the privilege of placing a temporary camper/trailer on their lease.
9. Only one 2 week or 120 day (seasonal) term is allowed. A given lessee cannot remove a temporary trailer and then reapply for a second trailer permit, ie: one trailer permit per member per year.

## PERMISSION TO LOCATE A TEMPORARY TRAILER

C L U B	CLUB NAME:	_____
	MEMBER'S NAME:	_____
	MEMBER'S ADDRESS:	_____
		_____
	MEMBER'S PHONE #:	_____
	TRAILER LICENSE NUMBER:*	_____
	*Must have current license plate and registration	
	DATE TRAILER TO BE LOCATED:	_____
	DATE TRAILER TO BE REMOVED:**	_____
	** Maximum seasonal header occupancy of 120 consecutive days, depending upon local zoning.	
Only one temporary trailer permit issued per member per year		
⇒ ENCLOSE CHECK: Up to 2 Weeks = \$25.00 [ ]      Season = \$100.00 [ ]      ⇐		
<b>PAYABLE TO:</b>		<b>FINCH PAPER LLC</b>
<b>MAIL TO:</b>		1 Glen Street Glens Falls, NY 12801
<b>LOCATION:</b>		
ROAD:		_____
DISTANCE FROM GATE:		_____
HEADER #:		_____
Sketch a map on the back of this sheet depicting the road and trailer location.		
APPROVAL BY CLUB PRESIDENT: _____		

F I N C H  P A P E R	<b>INSPECTION:</b>	
	DATE:	_____
	BY LESSOR/LESSOR'S AGENT:	_____
	APPROVAL:	_____
	Comments or restrictions: Campfires must be placed in a "fire ring." Header must be left as it was before moving a temporary trailer on the lot.	
	_____	
	_____	
	_____	
	_____	
	_____	



## PERMISSION TO LOCATE A FEED PLOT

C  
L  
U  
B

CLUB NAME: \_\_\_\_\_

MEMBER'S NAME: \_\_\_\_\_

MEMBER'S ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

MEMBER'S PHONE #: \_\_\_\_\_

DATE PLOT TO BE PLANTED: \_\_\_\_\_



**MAIL TO:**

**THE NATURE CONSERVANCY**

C/o Finch Paper LLC

1 Glen Street

Glens Falls, NY 12801

**LOCATION:**

ROAD: \_\_\_\_\_

DISTANCE FROM GATE: \_\_\_\_\_

HEADER #: \_\_\_\_\_

Sketch a map on the back of this sheet depicting the road and location.

APPROVAL BY CLUB PRESIDENT: \_\_\_\_\_

(Exclusive leases only)

F  
I  
N  
C  
H  
P  
A  
P  
E  
R

**INSPECTION:**

DATE: \_\_\_\_\_

BY LESSOR/LESSOR'S AGENTS: \_\_\_\_\_

APPROVAL: \_\_\_\_\_

Comments or restrictions: Feed Plots must be placed and planted according to Lessor Guidelines.

\_\_\_\_\_

\_\_\_\_\_

## ADDENDUM D

### ADDITIONAL TERMS AND CONDITIONS

#### Lands to be sold for Forest Preserve

1. Sale of Fee. It is the intention of Lessor to sell the fee interest in the lands that are the subject of this Lease Agreement to the State of New York for inclusion in New York State Forest Preserve for the benefit of the People of the State of New York. The fee sale transactions will be phased over multiple years. When tracts are transferred to New York State the Lessor will retain the rights and obligations hereunder and will continue to monitor and manage the leasehold interest until the expiration of all leases on September 30, 2018. Lessor will provide notice to the Lessee by April 30 of each year if lands Lessee is leasing are likely to be sold to New York State within the subsequent October-September lease period. Future Leases may be subject to the following:

- a) One Year Exclusive Use. For lands leased until September 30, 2014 and not likely to be sold to New York State during the next lease term (October 1, 2014 to September 30, 2015), Lessor and Lessee may, at Lessor's sole discretion, enter into an additional one year "Exclusive Lease". Thereafter, as tracts are slated for acquisition by New York State, lease terms for the subsequent lease periods may, at Lessor's sole discretion, continue as Exclusive Use or transition to the Limited Camp Envelope schedule outlined in section 1(b) below.
- b) Limited Camp Envelope - from October 1, 2014 to September 30, 2018. This provision applies to clubs having a club house and/or whose individual members have cabins and/or seasonal trailers located on the leased lands prior to September 30, 2011. It does not apply to Clubs that do not have any improvements on the leased lands. At the expiration of the lease term ending on September 30, 2014, Lessee and Lessor may, at Lessor's sole discretion, enter into annual leases for access to the leased lands with a limited and exclusive 1 acre envelope surrounding each club. house/cabin/structure/seasonal trailer on the property for year-round use for the next four years (October 1, 2014 to September 30, 2018). During this time period, outside of the limited envelope per club house/ cabin / structure/seasonal trailer, the lands surrounding the limited envelope area shall be shared with the public. Leaseholders will continue to have motorized access to their respective club house//cabins/structures/seasonal trailers. *Lease rates will be reduced to reflect reduction of lease acreage to cabin envelopes.*

c) Lessor's Reserved Right. Depending upon the rate of acquisition of the leased lands by New York State, Lessor may, at its sole option, extend any of the time periods for Exclusive Use and the Limited Camp Envelope.

2. Structure Removal. Removal of any club house/cabin/structure/seasonal trailer, either during the term of this lease agreement, or any subsequent Exclusive Use or Limited Camp Envelope lease agreement, shall be subject to the following terms and conditions:

- a) All club houses/cabins/structures/seasonal trailers shall be removed from the property **prior** to the end of the applicable lease term, **TIME BEING STRICTLY OF THE ESSENCE**.
- b) For Exclusive Leases, club houses/cabins/structures/seasonal trailers shall be removed at the sole expense of the Lessee/Club and its membership. For Non-Exclusive Leases, club houses/cabins/structures/seasonal trailers shall be removed solely at the owner's expense. Removal shall include but not be limited to removal of the main structure, foundation, out houses and all ancillary structures, fuel oil tanks, propane tanks and any and all debris including personal items, metal, wood and any construction materials. All sites shall be left in a clean condition to the satisfaction of the Lessor.

c) Upon satisfactory removal of a structure and delivery of a clean site, Lessor agrees to return a portion of the yearly assessed cabin fee, to either the club or the individual cabin owner, as applicable .

d) Should the club or any individual cabin owner fail to satisfactorily remove a structure or cabin and clean up the site, the Lessor, at is sole option, may hire a contractor to undertake removal and clean up at the expense of the club or cabin owner ,as applicable. The club or cabin owner will be sent an invoice upon completion of the work. If Lessee fails to pay monies owed to Lessor within 30 days, Lessor will assess a five percent (5%) finance charge for the first month, and a 1 percent (1%) cumulative finance charge each month thereafter. Lessor may avail itself of all remedies in law or equity to recover monies owed plus finance charges. Lessor shall be entitled to recover all costs associated with any enforcement action including reasonable attorney's fees.

3. Representation and Warranty. The undersigned, President of the Club, hereby represents and warrants as follows:

- a) that he is duly authorized to sign the Lease Agreement and this Addendum on behalf of the Club and all members;
- b) that he certifies that all club members and cabin owners have been fully informed of the terms and conditions of the Lease Agreement and this Addendum and accept all of the stated terms and conditions.

4. Survival. The terms of this Addendum D shall survive the termination or expiration of this lease agreement and any future Exclusive Use or Limited Camp Envelope lease agreements entered into between Lessee and Lessor.

**LESSOR:**

**THE NATURE CONSERVANCY**

By: SM DeSantis  
Shauna M. DeSantis, Senior Attorney

**LESSEE**

By: Brian E Wells  
President

*President*  
Brian Towers

*Past President*  
William Farber

*Directors at Large*  
George Canon  
Jean Raymond  
Gerald Delaney  
Arthur Wright  
Evelyn Wood

***Adirondack Association of  
Towns & Villages***



*P.O. Box 777  
Mayfield, NY 12117  
Tel: (518) 661-7622  
Fax: (518) 661-7623  
Website: aatvny.org*

*Executive Director/Treasurer*

Carol Hart  
*Regional Directors*  
Region A  
Roger Amell  
Region B  
Randy Douglas  
Region C  
Fred Monroe  
Region D  
Robert Edwards  
Region E  
Mark Hall

**RESOLUTION IN SUPPORT OF THE TOWNS OF INDIAN LAKE, LONG LAKE, NEWCOMB, MINERVA AND NORTH HUDSON CONCERNING THEIR PLAN FOR ECONOMIC SUCCESS**

WHEREAS, we are in receipt of a letter from the Five TNC (The Nature Conservancy) Towns (The Upper Hudson Recreation Hub/Indian Lake, Long Lake, Newcomb, Minerva and North Hudson) expressing concerns over the current Adirondack Park Agency process, and

WHEREAS, we deem the "classification" of the newly acquired TNC lands, and the subsequent management of same, as critically important to the future of the Five Towns and the entire Adirondack Park, and

WHEREAS, we conclude that for all of us to say, "It is a new day in the Adirondack Park", it means we **ALL** have to do business differently, and

WHEREAS, the sense that the Adirondack Park Agency, may be poised to, "do business as usual", is of grave concern, and

WHEREAS, staff references to things like the Snowmobile Guidance Document, as an alleged barrier to recreation, are at a minimum disheartening, and

WHEREAS, these observations only reinforce the message which was previously sent by the Adirondack Park Agency, when they failed to offer a broader range of options for public consideration during the recent Classification process, specifically the sad reality that no option considered a campsite, or any significant Intensive Use Area, and

WHEREAS, based on this pattern of disturbing facts, we find it critical to weigh in.

NOW THEREFORE, BE IT RESOLVED that the Lake Pleasant Town Board hereby asserts that the desires and the direction of the Upper Hudson Recreation Hub (Indian Lake, Long Lake, Newcomb, Minerva And North Hudson) are absolutely consistent with:

1. The Common Ground Alliance stated vision for a more sustainable/usable Park.
2. The Rec Strategies work asserting the need for more recreational opportunities (the Upper Hudson Recreational Hub was actually showcased as a pilot area).

3. The Adirondack Futures vision for a more usable Park.
4. The highly touted success story involving the Moose River Plains Partnership.
5. The Governor's stated vision for these lands.
6. Commissioner Marten's stated vision for these lands.

AND BE IT FURTHER RESOLVED, that it is critically important that the Adirondack Park Agency recognize the physical and logical reasons to classify these lands as Wild Forest:

1. There is an existing network of roads sufficient to support higher levels of use.
2. There are existing bridges, demonstrating these lands are NOT Wilderness Classification.
3. Rights will remain on these lands for motorized use (authorized through 2018 for lease holders and 2019 for TNC) which is absolutely inconsistent with a Wilderness Classification.

AND ALSO BE IT FURTHER RESOLVED, that the use of an *Intensive Use Corridor*, similar to the successful example demonstrated in the Moose River Plains, is hereby encouraged. This is to allow roadside camping and greater densities of camping, both of which are designed to entice use away from more environmentally sensitive areas. Plus an *Intensive Use Corridor* will open up the opportunity for a groomed cross country ski trail connection between all of the participating towns.

AND BE IT ALSO RESOLVED, the Association of Towns and Villages hereby goes on record, with the strongest level of support possible, for the Governor's vision that these lands provide recreational opportunities for all recreational users, which is basically captured in the plan set forth by the Upper Hudson Recreation Hub (The Five Towns), and be it further

RESOLVED, that copies of this Resolution be forwarded to Governor Cuomo, Senator Farley, Senator Little, Assemblyman Butler, Assemblyman Stec, NYSDEC Commissioner Martens, APA Chairwoman Ulrich, Hamilton County Board of Supervisors and Essex County Board of Supervisors.



President: John Collins  
Vice-President: Paul Paddock

Treasurer: Barbara Sullivan  
Secretary: Sarah Lewin

Directors: Alex Harris, Mary Lynne Heldmann, Greg George, David Kahn, Kathy Radler,  
Bob Curry, Ralph Coon, Dick Cunningham

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September 4, 2013

Jack Williams, Acting Regional Director  
NYS Department of Transportation  
Utica State Office Building  
20 Genesee Street  
Utica, NY 13501

Dear Mr. Williams:

It has come to the attention of the Blue Mountain Lake Association that the non-native invasive plant wild parsnip is making inroads into the Adirondacks, especially along the right of ways of our highways. This is of special concern because of the characteristics of this plant that can cause harmful and painful phytophotodermatitis on humans when their skin comes in contact with the plant's sap, followed by exposure to ultraviolet rays. If this biennial plant is not controlled, the mature seeds, which can be viable up to 4 years, will only spread and germinate and increase the problem exponentially.

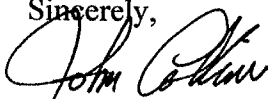
Within the Town of Indian Lake the plant has been noticed, among other places, near the following route markers along Route 28/2209:

1355, 1354-1356, 1357, 1376-1378, 1382-1384, 1383-1385

The Blue Mountain Lake Association requests that the NYSDOT immediately begin to control this plant in the highway right of ways to prevent its spread in our communities. Information from the NYSDOT website on this plant is attached. It recommends mowing or cutting before seeds develop, hand pulling, or herbicide treatment. At this time of year mature seeds are on the second year plants.

Thank you for considering this request to help prevent possible harm to the residents and visitors to our communities.

Sincerely,



John Collins

Copies: Anas Mashhadi, Brian Wells, Jamie Roblee, Tracy Eldridge

Blue Mountain Lake Association, P.O. Box 245, Blue Mountain Lake, NY 12812

Sept 1, 2013

Dear Members of the  
S. L. town board,

Really? Really? Really?  
Really? A NO Smoking  
law? Have we gone so  
far? Guess so if you have  
already drafted a proposal.  
I think this is going to be  
one more right being taken  
away from "We the People"

How much money will  
be spent for signs? Do we  
have to hire someone to hand  
out the fines? Can they enforce  
it?

These people spend alot  
of ~~the~~ money for their privilege  
Maybe the town receives some of  
the tax money they pay out  
who knows

Can you guess by now I am  
so strongly opposed to this law  
And haven't spoken to anyone  
so far the does like including

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the tax money they pay out  
who knows

Can you guess by now I am  
so strongly opposed to this law  
And havent spoken to anyone  
so far the doc like including



my mother in law that thinks  
we can spend our money  
much more wisely.

Thank you

Alice King

Kenneth Adams : Commissioner  
New York State Empire State Development  
625 Broadway  
Albany, New York 12245

Dear Mr. Adams

It is my pleasure to write a letter of support for grant funding for the Adirondack Teleworks Project. This innovative program developed by Mr. Bill Murphy is a resource for job seekers and their possible employers. By using this program the job applicants and employers can be more efficient with posting and responding to the availability of jobs. In today's economy any and all efforts to employ people need to be explored and supported. Thank you for your consideration of funding to further develop this program and its continued success.

Brian E Wells : Supervisor  
Town of Indian Lake