



Trails & Open Space Committee

Wednesday, September 6, 2023 4PM
40 McMaster Street, Ballston Spa, NY

Chair: Joe Grasso

Members: Eric Connolly, Tara Gaston, Ed Kinowski,
Matt Veitch (vc)

Agenda

- I. Welcome and Attendance
- II. Approval of the minutes of the August 2, 2023 meeting
- III. Accepting a United States Forestry Service Grant and authorizing a Budget transfer to facilitate the purchase of the Graphite Range Community Forest Project – Jason Kemper, Planning & Economic Development
- IV. Authorizing the purchase of the Graphite Range Community Forest Property in the Towns of Wilton and Greenfield – Jason Kemper, Planning & Economic Development
- V. Authorizing a Logging Revenue Agreement with Prentiss and Carlisle Management Company Inc. for a timber harvest on a County owned parcel in the Town of Wilton– Jason Kemper, Planning & Economic Development
- VI. Discussion: Open Space Grant Requests – Jason Kemper, Planning & Economic Development
- VII. Discussion: Trails & Open Space Updates – Jason Kemper, Planning & Economic Development
- VIII. Other Business
- IX. Adjournment



DEPARTMENT OF PLANNING & ECONOMIC DEVELOPMENT

JASON KEMPER, DIRECTOR

518.884.4705

SARATOGACOUNTY.NY.GOV

50 WEST HIGH ST, BALLSTON SPA, NY 12020

MEMORANDUM

TO: Trails and Open Space Committee Members

CC: County Administrator's Office
County Attorney's Office
Clerk of the Board of Supervisors

FROM: Jason Kemper, Director of Planning and Economic Development

DATE: August 30, 2023

RE: September 2023 Trails and Open Space Meeting

Graphite Range Community Forest Purchase

Saratoga County is prepared to purchase the Graphite Range Community Forest. The property encompasses approximately 204 acres located in the Towns of Wilton and Greenfield. An additional 20 acres referred to as the Northern Gateway will be purchased at a future date. Resolution 333-2021 authorized the acceptance of USFS grant funding and allocation of up to \$120K of open space reserve funds for this project. Resolution 215-2023 adopted by the Board in August authorized adoption of the Graphite Range Community Forest Management Plan. Saratoga County entered into a Stewardship Agreement with Saratoga PLAN for this property via resolution 379-2022. This project included a large number of Partners including the US Forestry Service, Open Space Institute, Saratoga PLAN, Towns of Wilton and Greenfield, Graphite Range Community Forest Advisory Committee and Wilton Partners LLC. The total estimated project cost for the community forest is \$1,146,014. Significant contributions have been made by the landowner and project partners. In addition, a large fundraising campaign generating over \$200,000 occurred prior to county acquisition.

The resolutions for this purchase will authorize a number of items related to the purchase, including:

- Perform the necessary budget amendments to accept USFS grant and authorize necessary expenditures for the up to \$391K (A.80-4995, A-0888 OS, A.80.000-8492). These funds will be fronted by the county and reimbursed after closing.
- Authorize transfer from the Open Space Reserve fund into the Local Assistance Account (A.80-000-8492) for up to \$120K.
- Declare Saratoga County as Lead Agency pursuant to SEQR, and issue a negative declaration under SEQRA.

- Accepting and executing the Assignment of Option Agreement between Saratoga County and the Open Space Institute
- Authorizing payment to Wilton Partners LLC for land purchase cost of \$463,452 plus applicable reimbursement costs (taxes) relating to the transaction. The appraised value of the property as approved by the USFS is \$635,000. Wilton Partners LLC will be utilizing a bargain sale donation.
- Total cost (purchase price, title, taxes, etc) will not exceed \$511K (\$391K USFS grant, \$120K Open Space Reserve). These costs will all be fronted by Saratoga County and reimbursed following closing on the property.

County Forestland Timber Contract

Timber bids for the 2023 timber harvest on County Forestland were opened on August 10th, 2023, there were two bids received. The harvest area is approximately 78 acres, and contains approximately 181 MBF of White Pine, 76 MBF of Red Pine, 8 MBF of Black Oak, 5 MBF of White Oak, 4 MBF of Red Maple, 1 MBF of Red Oak, 623 Cords of Pine Pulp and 37 cords of Hardwood Pulp.

The parcel to be harvested is on Edie Road in the Town of Wilton. There is an existing trail network on the property and as such there will be some disruption while the harvest is occurring. The portion of the parcel north of this harvest area was harvested in early 2023. The plan was to harvest this parcel 2.5 years ago but that was put on hold to do the necessary clearing associated with the Karner Blue Mitigation Project in the Towns of Wilton and Northumberland. This parcel was identified in the 2012 County Forestland Assessment as needing harvesting within 1-5 years.

Due to changing market conditions, I would request that the resolution lists both the bidders in case the top bidder for whatever reason decides to back out of the harvest. The top bidder is Prentiss and Carlisle Management Company Inc. in the amount of \$63,213, the second bidder is Lyme Adirondack Timber Sales, LLC in the amount of \$44,000. The bid summary from the purchasing department is attached for your review as well as a map of the proposed harvest area. The timber harvest on county forestland is definitely worth taking a look at if you have never witnessed this in the past, if any committee members would like to visit the site during the harvest, then please advise and I can set that up.

2023 Saratoga County Farmland Protection and Open Space Preservation Grants

The Saratoga County Farmland Protection and Open Space Preservation grant program was established in 2003 by the County Board of Supervisors. In 2023, the Saratoga County Board of Supervisors allocated \$400,000 to the Farmland Protection and Open Space Preservation Grant Program. The Farmland Protection and Open Space Preservation grant program applications were made available to the public in February of 2023 with a due date of July 28, 2023. During this time, the Saratoga County Planning and Economic Development Department received three applications consisting of two proposed open space preservation projects and one proposed farmland protection projects. The total amount of county funding requested is \$283,357.

Below is a summary of the 2023 Farmland Protection and Open Space Preservation grant program applications received. A spreadsheet containing more detailed information is also attached. The committee can opt to review the applications at the meeting or set up a sub committee to perform the analysis and report back to the committee. The 2022 grant cycle involved a sub committee.

Town of Clifton Park

Blue Jay Way Land Acquisition - Pocket Park

Amount Requested \$58,581

The parcel is 1.77 acres of vacant residentially zoned land owned by the Clifton Park Water Authority since 2004, as a prior water source. The well infrastructure has been decommissioned and capped per state and local regulations. Water, sewer, gas, and electricity are available at the site making the lot desirable for residential development within an established single-family neighborhood. This land acquisition provides an open-air gathering place for the neighborhood residents, promoting civic engagement.

Town of Greenfield

Community Center Land Purchase

Amount Requested \$24,825

The 0.41-acres of property is vacant, unused land. Added to the town owned surrounding property, it will allow us access through to locust Grove Dr. and offers considerable space to build a new community center.

Town of Northumberland/Saratoga PLAN

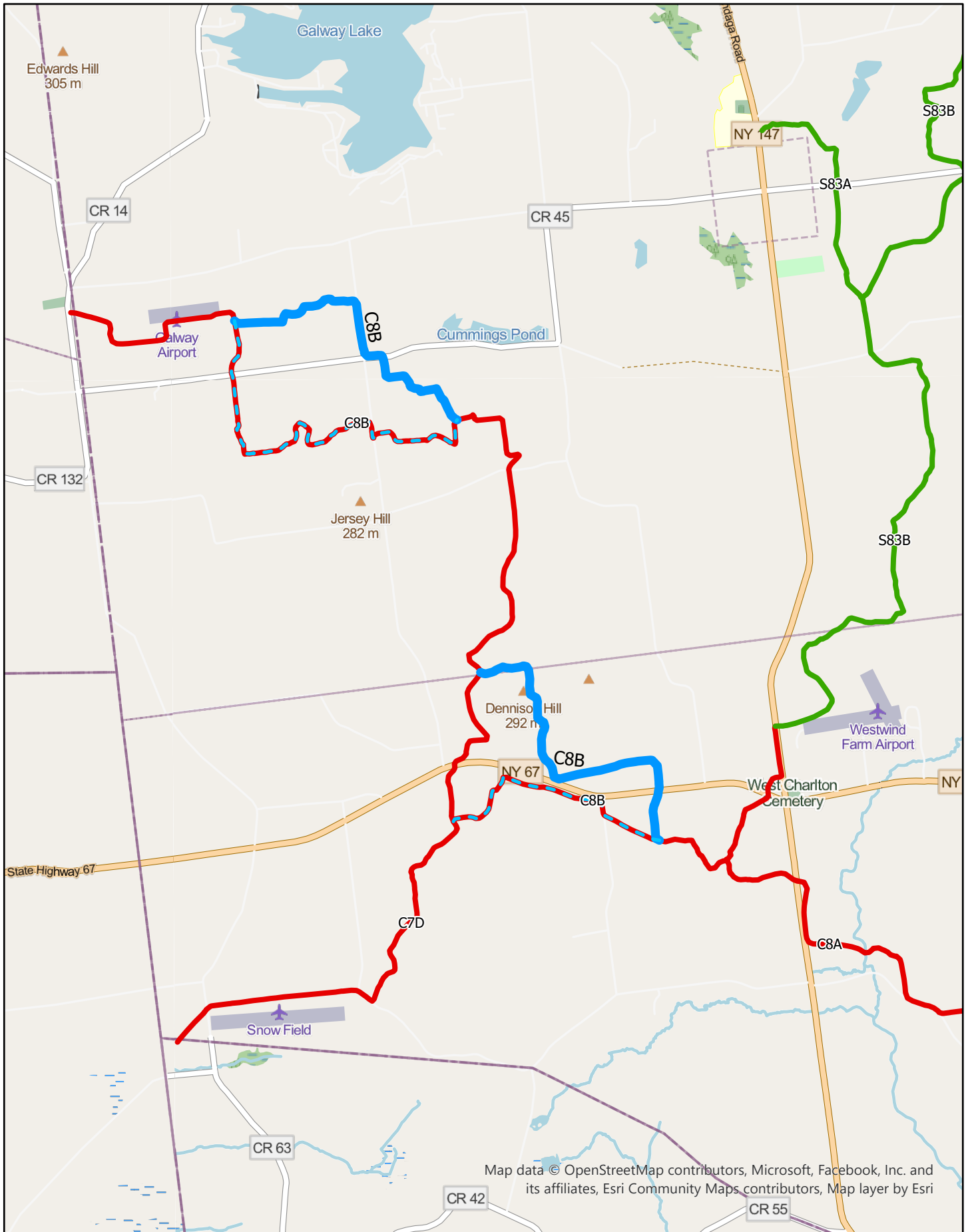
18 Karat Farm Conservation Easement

Amount Requested \$199,951

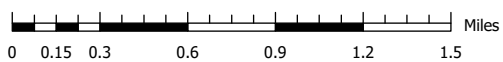
18 Karat Farm is a pristinely managed 75-acre horse farm located in the Town of Northumberland. The property on the East side of Beaver Street provides fertile pastures and scenic views. The West side offers a dense forested habitat and an east-west wildlife corridor. This parcel is one of the few remaining wooded tracts on Beaver Street.

County Forestland / Zim Smith Trail Updates / County Grant Updates

- There are currently 5 pending Open Space/Farmland Protection Projects being administered by the Planning Department. Of the 7 projects, 2 are 2022 (last year) awards and 3 are prior awards.
- Currently, there are 26 pending Trail Projects being administered by the Planning Department. Of the 26 projects, 12 are 2023 (this year) awards and 11 are 2022 awards.
- In Mid-September, the annual AML-303b Agricultural District Inclusion applications will be made available for the upcoming 30-day Agricultural District inclusion period beginning October 1, 2023 to October 31, 2023.
- Due to unforeseen landowner permissions (loss of use), Charlton Snowmobile Club was required to reroute trail C8B in (2) sections. See attached map. In addition to the need to find permissible passage the reroutes offer a safer and more scenic passage.



Map data © OpenStreetMap contributors, Microsoft, Facebook, Inc. and its affiliates, Esri Community Maps contributors, Map layer by Esri



- Abandoned Trail (3.5 mi)
- TCR (3.6 mi)

2023 - 2024
Saratoga County
Charlton Snowmobile Club
TCR





SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
Michelle Granger, County Attorney
Therese Connolly, Clerk of the Board
Stephanie Hodgson, Director of Budget

CC: John Warmt, Director of Purchasing
Jason Kemper, Director of Planning and Economic Development
Bridget Rider, Deputy Clerk of the Board
Matt Rose, Management Analyst
Audra Hedden, County Administrator's Office

DEPARTMENT: Department of Planning & Economic Development

DATE: 8.30.23

COMMITTEE: Trails & Open Space

1. Is a Resolution Required:

Yes, Grant Acceptance

2. Proposed Resolution Title:

Accepting a United States Forestry Service Grant and
Authorizing a Budget Transfer to Facilitate the Purchase of the
Graphite Range Community Forest Project

3. Specific Details on what the resolution will authorize:

Resolution will do two items related to the purchase of Graphite
Range Community Forest. #1) Accept the USFS Grant #2)
Move funds from Open Space Reserve Account. A follow up
resolution will authorize the purchase.

This column must be completed
prior to submission of the request.

County Attorney's Office
Consulted Yes

4. Is a Budget Amendment needed: YES or NO
 If yes, budget lines and impact must be provided.
 Any budget amendments must have equal and offsetting entries.

County Administrator's Office
 Consulted Yes

Please see attachments for impacted budget lines.
 (Use ONLY when more than four lines are impacted.)

Revenue

Account Number	Account Name	Amount
A.80-4995	US Forestry Service	\$391,000

Expense

Account Number	Account Name	Amount
A.80.000-8492	Local Assistance	\$511,000

Fund Balance (if applicable): (Increase = additional revenue, Decrease = additional expenses)

*Decrease
 Reserve
 A.0888 OS*

Open Space Reserve A.0888 OS
Amount: \$120,000

5. Identify Budget Impact (Required):

Other

- a. G/L line impacted A.80.000-8492, A.80-4995, A.0888 OS
- b. Budget year impacted 2023
- c. Details

The budget will be amended to accept these funds, authorize related expenses, and reduce the Open Space Reserve Fund by \$120,000

6. Are there Amendments to the Compensation Schedule?

YES or NO (If yes, provide details)

a. Is a new position being created? Y N

Effective date

Salary and grade

b. Is a new employee being hired? Y N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification? Y N

Is this position currently vacant? Y N

Is this position in the current year compensation plan? Y N

Human Resources Consulted

7. Does this item require the awarding of a contract: Y N

a. Type of Solicitation

b. Specification # (BID/RFP/RFQ/OTHER CONTRACT #)

c. If a sole source, appropriate documentation, including an updated letter, has been submitted and approved by Purchasing Department? Y N N/A

d. Vendor information (including contact name):

e. Is the vendor/contractor an LLC, PLLC, or partnership:

f. State of vendor/contractor organization:

g. Commencement date of contract term:

h. Termination of contract date:

i. Contract renewal date and term:

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Purchasing Office Consulted

County Administrator's Office
Consulted **Yes**

8. Is a grant being accepted: YES or NO

a. Source of grant funding:

Federal

b. Agency granting funds:

United States Forestry Service

c. Amount of grant:

\$391,000

d. Purpose grant will be used for:

Graphite Range Community Forest Project

e. Equipment and/or services being purchased with the grant:

Land purchase and transaction costs

f. Time period grant covers:

1 year

g. Amount of county matching funds:

\$120K out of Open Space Reserve Account

h. Administrative fee to County:

9. Supporting Documentation:

Marked-up previous resolution

No Markup, per consultation with County Attorney

Information summary memo

Copy of proposal or estimate

Copy of grant award notification and information

Other _____

10. Remarks:

See attached memo for summary of the Graphite Range Community Forest Project.

NOTICE OF GRANT REQUIREMENT

The property described herein (Property) was acquired pursuant to a monetary grant awarded to the County of Saratoga, (Grant Recipient). The purpose of this acquisition is to effect the goals of the U.S. Department of Agriculture (USDA) Forest Service's *Community Forest and Open Space Conservation Program* (Community Forest Program or CFP) in accordance with the provisions of Section 7A of the *Cooperative Forestry Assistance Act* (CFAA) of 1978 as amended. Such purposes are to provide public benefits to communities including economic benefits through sustainable forest management, environmental benefits including clean air, water, and wildlife habitat; benefits from forest-based educational programs; benefits from serving as models of effective forest stewardship; and recreational benefits secured with public access; and to acquire private forest lands that are threatened by conversion to nonforest uses. Program delivery is guided by the Community Forest Program regulations (36 CFR Part 230 Subpart A) (published 04/02/2021; 86 FR 17302).

In accordance with these regulations the Grant Recipient acknowledges that:

1. This Property was purchased with Federal funds in accordance with the Community Forest Program (36 CFR Part 230 Subpart A) (published 04/02/2021; 86 FR 17302);
2. The legal description for the Property is as set forth in Exhibit A;
3. The address of the Grant Recipient and authorized title holder listed above is: County of Saratoga County, 40 McMaster Street, Ballston Spa, New York, 12020;
4. This Property is designated as a 'Community Forest' pursuant to the requirements of the Community Forest Program (CFP);
5. The Grant Agreement with the USDA Forest Service is agreement number 21-DG-11094200-168 and it is kept on file at:

U.S. Forest Service
Eastern Region State, Private, and Tribal Forestry
626 E. Wisconsin Ave.
Milwaukee, WI 53202

6. The Grant Recipient shall ensure that for all land(s) acquired pursuant to this grant is held in perpetuity by an eligible entity as defined by 36 CFR Part 230 (published 04/02/2021; 86 FR 17302) and that the Community Forest will be (i) managed pursuant to the grant, the Community Forest Plan, and the purpose of the CFP; (ii) will not be conveyed or encumbered, in whole or in part, to another party without permission and instructions from the awarding agency; (iii) will be managed consistent with the purpose of the CFP;

7. In the event that the Community Forest is sold or converted to nonforest uses or a use inconsistent with the purpose of the CFP, the Grant Recipient or subsequent Community Forest landowner shall: (1) pay the United States an amount equal to the current sale price or the current appraised value of the parcel, whichever is greater; and (2) not be eligible for additional grants under the U.S. Forest Service Community Forest Program.

IN WITNESS WHEREOF, County of Saratoga, has caused this NOTICE OF GRANT AGREEMENT to be recorded on its behalf by its duly authorized representative:

COUNTY OF SARATOGA

By: Theodore T. Kusnierz, Jr.

Its: Chairman, Saratoga County Board of Supervisors

STATE OF NEW YORK)

) ss:

COUNTY OF SARATOGA)

On the _____ day of _____, in the year 2023, before me, the undersigned, personally appeared Theodore T. Kusnierz, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as Chairman of the Saratoga County Board of Supervisors, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public - State of New York

Exhibit A

TAX PARCEL 127.-3-50.12

All that certain piece or parcel of land situate, lying and being in the Town of Wilton, County of Saratoga, and the State of New York, more particularly bounded and described as follows:

BEGINNING at an iron rod found in the ground for a corner in the westerly bounds of Saratoga Road a/k/a U.S. Route 9, said rod marking the northeast corner of the lands as conveyed to Kassondra C. Roach by deed book 2018 at page 29668; thence running in a westerly direction, along the northerly bounds of Roach, the following two courses and distances:

1.) North 69 degrees, 19 minutes, and 20 seconds West, a distance of 172.63 feet to an iron rod; thence

2.) North 79 degrees, 39 minutes, and 21 seconds West, a distance of 461.06 feet

To an iron rod marking the northeast corner of the lands as conveyed to Carl Tiago by deed book 2006 at page 18315; thence continuing in a westerly direction, along the lands of Tiago and the lands as conveyed to Wilton Partners LLC by deed book 2014 at page 16363, South 82 degrees, 03 minutes, and 37 seconds West, a distance of 1968.93 feet to a painted stone in a stone pile marking the northwest corner of Wilton Partners LLC and being found along the easterly bounds of the lands as conveyed to Skidmore College by deed book 2010 at page 43241; thence continuing in a northerly direction, along the easterly bounds of Skidmore College, North 09 degrees, 00 minutes, and 28 seconds West, a distance of 164.28 feet to a pointed stone in a stone pile marking the southeast corner of the lands as conveyed to Wilton Partners LLC by deed book 2016 at page 40957; thence continuing in a northerly direction, along the easterly bounds of Wilton Partners LLC, North 07 degrees, 34 minutes, and 41 seconds West, a distance of 262.06 feet to an iron pipe found in a stone pile marking the southwest corner of the lands as conveyed to Wilton Partners LLC by deed book 2013 at page 31048; thence continuing in an easterly direction, along the southerly bounds of Wilton Partners and along a stream, a distance of 1480 feet, more or less, as it winds and turns, to a point marking the southeast corner of Wilton Partners; thence continuing in a northerly direction, along the westerly bounds of Wilton Partners, North 07 degrees, 22 minutes, and 36 seconds West, a distance of 407.92 feet to a point along the southerly bounds of the lands as conveyed to Wilton Partners LLC by deed book 2013 at page 23760; thence continuing in an easterly direction, along the southerly bounds of Wilton Partners, North 82 degrees, 26 minutes, and 00 seconds East, a distance of 543.90 feet to an iron pipe marking the southeast corner of Wilton Partners, found along the westerly bounds of the lands as conveyed to 2JC Property Management LLC by deed book 2014 at page 9781; thence continuing, along the

bounds of 2JC Property Management and the lands as conveyed to Wilton Partners LLC by deed book 2015 at page 18895, the following three courses and distances:

- 1.) South 06 degrees, 04 minutes, and 21 seconds East, a distance of 296.66 feet to a pointed stone in a stone pile; thence
- 2.) North 82 degrees, 24 minutes, and 03 seconds East, a distance of 151.02 feet to an iron pipe found in a stone pile; thence
- 3.) South 64 degrees, 40 minutes, and 40 seconds East, a distance of 606.69 feet

To an iron rod found in the ground along the westerly bounds of Saratoga Road; thence continuing in a southerly direction, along the westerly bounds of Saratoga Road, South 19 degrees, 17 minutes, and 08 seconds West, a distance of 162.65 feet to the iron rod found in the ground marking the place and point of beginning, containing 19.63 acres of land, to be the same more or less.

TOGETHER WITH

TAX PARCEL 140.-1-1

All that certain piece or parcel of land situate, lying and being in the Town of Wilton, County of Saratoga, and the State of New York, more particularly bounded and described as follows:

BEGINNING at an iron rod found in the ground marking the northwest corner of the lands as conveyed to Carl Tiago by deed book 2006 at page 18315; thence running in a southerly direction, along the westerly bounds of Tiago, South 08 degrees, 08 minutes, and 31 seconds East, a distance of 547.71 feet to an iron rod found in the ground marking the southwest corner of Tiago, found along the northerly bounds of the lands as conveyed to Wilton Partners LLC by deed book 2014 at page 16362; thence continuing in a westerly direction, along the northerly bounds of Wilton Partners, South 82 degrees, 03 minutes, and 37 seconds West, a distance of 1549.32 feet to a point marking the northwest corner of Wilton Partners along the easterly bounds of the lands as conveyed to Skidmore College by deed book 2010 at page 43241; thence continuing in a northerly direction, along the easterly bounds of Skidmore College, North 07 degrees, 47 minutes, and 49 seconds West, a distance of 547.70 feet to a painted stone in a stone pile marking the southwest corner of the lands as conveyed to Wilton Partners LLC by deed book 2016 at page 40957; thence continuing in an easterly direction, along the southerly bounds of Wilton Partners, North 82 degrees, 03 minutes, and 37 seconds East, a distance of 1546.02 feet to the iron rod marking the place and point of beginning, containing 19.46 acres of land, to be the same more or less.

TOGETHER WITH

TAX PARCEL 140.-3-1

All that certain piece or parcel of land situate, lying and being in the Town of Wilton, County of Saratoga, and the State of New York, more particularly bounded and described as follows:

BEGINNING at an iron rod found in the ground marking the northwest corner of the lands as conveyed to Michael G. Roohan by deed book 1633 at page 271 found along the easterly bounds of the lands as conveyed to Skidmore College by deed book 2010 at page 43241; thence running in a northerly direction, along the easterly bounds of Skidmore College, North 07 degrees, 47 minutes, and 49 seconds West, a distance of 648.31 feet to a point marking the southwest corner of the lands as conveyed to Wilton Partners LLC by deed book 2014 at page 16363; thence continuing in an easterly direction, along the southerly bounds of Wilton Partners LLC and the lands as conveyed to Carl Tiago by deed book 2006 at page 18315, North 82 degrees, 03 minutes, and 37 seconds East, a distance of 1952.14 feet to an iron rod marking the southeast corner of Tiago; thence continuing in a southerly direction, along the westerly bounds of the lands as conveyed to Carl Tiago by deed book 2006 at page 18315, the lands as conveyed to Mark Konieczny by deed book 2021 at page 26149, and the lands as conveyed to 707 Rte 9 Corp. by deed book 2016 at page 4784, the following two courses and distances:

- 1.) South 06 degrees, 02 minutes, and 32 seconds East, a distance of 495.29 feet to a 14 inch maple tree; thence
- 2.) South 06 degrees, 09 minutes, and 49 seconds East, a distance of 153.37 feet

To an iron rod marking the northeast corner of the lands as conveyed to Michael G. Roohan by deed book 1633 at page 271; thence continuing in a westerly direction, along the northerly bounds of Roohan, South 82 degrees, 03 minutes, and 37 seconds West, a distance of 1932.60 feet to the iron rod marking the place and point of beginning, containing 28.91 acres of land, to be the same more or less.

TOGETHER WITH

TAX PARCEL 127.-3-54

All that certain piece or parcel of land situate, lying and being in the Town of Wilton, County of Saratoga, and the State of New York, more particularly bounded and described as follows:

BEGINNING at a stone pile marking the southwest corner of the lands as conveyed to Wilton Partners LLC by deed book 2013 at page 23760; thence running in an easterly direction, along the southerly bounds of Wilton Partners LLC, North 82 degrees, 26 minutes, and 00 seconds East, a distance of 606.13 feet to a point; thence continuing, along the bounds of the lands as conveyed to Wilton Partners LLC by deed book 2016 at page 40957, the following two courses and distances:

- 1.) South 07 degrees, 22 minutes, and 36 seconds East, a distance of 407.92 feet to a point; thence
- 2.) In a northeasterly direction along a stream, a distance of 1480 feet, more or less, as it winds and turns

To an iron pipe found in a stone pile along the easterly bounds of the lands as conveyed to Wilton Partners LLC by deed book 2016 at page 40957; thence continuing in a northerly direction, along the easterly bounds of Wilton Partners, North 07 degrees, 34 minutes, and 41 seconds West, a distance of 1163.10 feet to an iron rod found in the ground marking the southeast corner of the lands as conveyed to Catherine Remillard by deed book 2013 at page 23051; thence continuing in a northerly direction, along the easterly bounds of Remillard, North 07 degrees, 34 minutes, and 41 seconds West, a distance of 284.14 feet to a point marking the southwest corner of the lands as conveyed to Wilton Partners LLC by deed book 2013 at page 23760; thence continuing in an easterly direction, along the southerly bounds of Wilton Partners, North 82 degrees, 49 minutes, and 15 seconds East, a distance of 773.21 feet to a point; thence continuing in a southerly direction, along the westerly bounds of the lands of Wilton Partners, South 09 degrees, 59 minutes, and 54 seconds East, a distance of 1309.08 feet to the stone pile marking the place and point of beginning, containing 33.29 acres of land, to be the same more or less.

TOGETHER WITH

TAX PARCEL 127.-3-53

All that certain piece or parcel of land situate, lying and being in the Town of Wilton, County of Saratoga, and the State of New York, more particularly bounded and described as follows:

BEGINNING at an iron rod found in the ground for a corner at the southwest corner of the lands as conveyed to Brenda F. Lee by deed book 2015 at page 24398; thence continuing in an easterly direction, along the southerly bounds of Lee, North 83 degrees, 19 minutes, and 16 seconds East, a distance of 91.79 feet to an iron rod marking the northwest corner of the lands as conveyed to 2JC Property Management LLC by deed book 2014 at page 9781; thence continuing in a southerly direction, along the westerly bounds of 2JC Property, South 06

degrees, 04 minutes, and 21 seconds East, a distance of 501.70 feet to an iron pipe marking the northeast corner of the lands as conveyed to Wilton Partners LLC by deed book 2016 at page 40957; thence continuing in a westerly direction, along the northerly bounds of Wilton Partners LLC and the lands as conveyed to Wilton Partners LLC by deed book 2013 at page 31048, South 82 degrees, 26 minutes, and 00 seconds West, a distance of 1150.03 feet to a stone pile; thence continuing in a northerly direction, along the westerly bounds of Wilton Partners LLC, North 09 degrees, 59 minutes, and 54 seconds West, a distance of 1033.19 feet to a point marking the southwest corner of the lands as conveyed to Wilton Partners LLC by deed book 2013 at page 23760; thence continuing in an easterly direction, along the southerly bounds of Wilton Partners LLC, North 82 degrees, 11 minutes, and 59 seconds East, a distance of 1118.88 feet to a point along the westerly bounds of the lands as conveyed to Brenda F. Lee by deed book 2015 at page 24398; thence continuing in a southerly direction, along the westerly bounds of Lee, South 07 degrees, 10 minutes, and 14 seconds East, a distance of 533.88 feet to the iron rod marking the place and point of beginning, containing 26.97 acres of land, to be the same more or less.

TOGETHER WITH

TAX PARCEL 127.-3-55

All that certain piece or parcel of land situate, lying and being in the Town of Wilton, County of Saratoga, and the State of New York, more particularly bounded and described as follows:

BEGINNING at a point along the westerly bounds of the lands as conveyed to Brenda F. Lee by deed book 2015 at page 24398, being the southeast corner of the lands as conveyed to Wilton Partners LLC by deed book 2013 at page 23760; thence continuing in a southerly direction, along the westerly bounds of Lee, South 07 degrees, 10 minutes, and 14 seconds East, a distance of 263.43 feet to a point marking the northwest corner of the lands as conveyed to Wilton Partners LLC by deed book 2013 at page 23760; thence continuing in a westerly direction, along the northerly bounds of Wilton Partners LLC, South 82 degrees, 11 minutes, and 59 seconds West, a distance of 1118.88 feet to a point along the easterly bounds of the lands as conveyed to Wilton Partners LLC by deed book 2013 at page 31048; thence continuing in a northerly direction, along the easterly bounds of Wilton Partners LLC, North 09 degrees, 59 minutes, and 54 seconds West, a distance of 275.89 feet to a point along the southerly bounds of the lands as conveyed to Wilton Partners LLC by deed book 2013 at page 23760; thence continuing in an easterly direction, along the southerly bounds of Wilton Partners LLC, North 82 degrees, 49 minutes, and 15 seconds East, a distance of 1132.42 feet to the place and point of beginning, containing 6.96 acres of land, to be the same more or less.

TOGETHER WITH

TAX PARCEL 127.-3-56

All that certain piece or parcel of land situate, lying and being in the Town of Wilton, County of Saratoga, and the State of New York, more particularly bounded and described as follows:

BEGINNING at an iron rod found in the ground for a corner marking the southeast corner of the lands as conveyed to Christopher Dennis Briscoe by deed book 2013 at page 28788; thence running in a southerly direction, along the westerly bounds of the lands as conveyed to Wilton Baptist Church by deed book 2014 at page 28160 and the lands as conveyed to Brenda F. Lee by deed book 2015 at page 24398, South 07 degrees, 10 minutes, and 15 seconds East, a distance of 280.50 feet to a point along the westerly bounds of Lee marking the northeast corner of the lands as conveyed to Wilton Partners LLC by deed book 2013 at page 23760; thence continuing in a westerly direction, along the northerly bounds of Wilton Partners LLC, South 82 degrees, 49 minutes, and 15 seconds West, a distance of 1905.63 feet to a point along the westerly bounds of the lands as conveyed to Catherine Remillard by deed book 2013 at page 23051; thence continuing in a northerly direction, along the westerly bounds of Remillard and the lands as conveyed to Ethan H. Winter by deed book 2021 at page 4688, North 07 degrees, 34 minutes, and 41 seconds West, a distance of 280.51 feet to an iron rod found in a stone pile marking the southwest corner of the lands as conveyed to Jeffery K. Goodsell by deed book 2021 at page 5384; thence continuing in an easterly direction, along the southerly bounds of Goodsell, North 82 degrees, 48 minutes, and 42 seconds East, a distance of 913.08 feet to an iron rod found in the ground at the southeast corner of Goodsell and the southwest corner of the lands as conveyed to Theresa Briscoe by deed book 1238 at page 456; thence continuing in an easterly direction, along the southerly bounds of Theresa Briscoe and the southerly bounds of Christopher Dennis Briscoe, North 82 degrees, 49 minutes, and 46 seconds East, a distance of 1000.65 feet to the iron rod marking the place and point of beginning, containing 12.32 acres of land, to be the same more or less.

TOGETHER WITH

TAX PARCEL 126.-1-114.12

All that certain piece or parcel of land situate, lying and being in the Town of Greenfield, County of Saratoga, and the State of New York, more particularly bounded and described as follows:

BEGINNING at an iron rod found in the ground marking the southwest corner of the lands as conveyed to Catherine Remillard by deed book 2013 at page 23051, found along the

easterly bounds of the lands as conveyed to Justin C. Sitler by deed book 2014 at page 32787; thence running in an easterly direction, along the southerly bounds of Remillard, North 82 degrees, 11 minutes, and 59 seconds East, a distance of 1707.76 feet to an iron rod marking the southeast corner of Remillard, found along the westerly bounds of the lands as conveyed to Wilton Partners LLC by deed book 2013 at page 31048; thence continuing in a southerly direction, along the westerly bounds of Wilton Partners LLC, South 07 degrees, 34 minutes, and 41 seconds East, a distance of 1425.16 feet to a pointed stone in a stone pile marking the northeast corner of the lands as conveyed to Skidmore College by deed book 2010 at page 43241; thence continuing in a westerly direction, along the northerly bounds of Skidmore College, South 80 degrees, 43 minutes, and 04 seconds West, a distance of 1713.95 feet to a stone pile marking the northwest corner of Skidmore College and found along the westerly bounds of the lands as conveyed to Justin C. Sitler by deed book 2014 at page 32787; thence continuing in a northerly direction, along the westerly bounds of Sitler, North 07 degrees, 21 minutes, and 56 seconds West, a distance of 1469.51 feet to the iron rod marking the place and point of beginning, containing 56.83 acres of land, to be the same more or less.

Bearings given in the above descriptions refer to Grid North.

SUBJECT to easements of record.



Add date

SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION -2023

Introduced by Supervisors

ACCEPTING A UNITED STATES FORESTRY SERVICE GRANT AND AUTHORIZING A BUDGET TRANSFER TO FACILITATE THE PURCHASE OF THE GRAPHITE RANGE COMMUNITY FOREST PROJECT

WHEREAS, Saratoga County established the Community Forest Project via Resolution 33-2021.

WHEREAS, Saratoga County applied to the USFS Community Forest Grant Program for the acquisition of the Graphite Range Community Forest; and

WHEREAS, on April 22, 2021, the U.S. Forest Service notified the County that the project was ranked #5 nationally in the highly competitive Community Forest Grant Program and would receive the total requested funding of \$391,000 to assist in the purchase of the property; and

WHEREAS, the County's Open Space Reserve Account currently has up to \$120,000 in unallocated funds to be used as a match for the project; and

WHEREAS, that the Board of Supervisors hereby authorizes the County of Saratoga to pay in the first instance 100% of the federal and nonfederal share of purchase and transaction costs associated with the Project; and

RESOLVED, that the Chair of the Board and/or the Director of Planning and Economic Development is hereby authorized to execute any and all agreements or documents necessary to accept the \$391,000 USFS grant, with the form and content of such agreements and documents to be approved by the County Attorney; and it is further

RESOLVED, that the Budget Officer is hereby authorized to enter the appropriate journal entries to reflect the approved budget transfer; and it is further

RESOLVED, that the 2023 County Budget is amended as follows:

UNDER DEPARTMENT OF PLANNING AND ECONOMIC DEVELOPMENT
Increase Revenues

A.80-4955	US Forestry Service	\$ 391,000
<u>Increase Appropriations</u>		
A.80.000-8492	Local Assistance	\$ 511,000
Decrease Reserve		
A-0888 OS	Open Space Reserve	\$ 120,000

BUDGET IMPACT STATEMENT: The budget will be amended to accept these funds, authorize related expenses, and reduce the Open Space Reserve Fund by \$120,000.



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
Michelle Granger, County Attorney
Therese Connolly, Clerk of the Board
Stephanie Hodgson, Director of Budget

CC: John Warmt, Director of Purchasing
Jason Kemper, Director of Planning and Economic Development
Bridget Rider, Deputy Clerk of the Board
Matt Rose, Management Analyst
Audra Hedden, County Administrator's Office

DEPARTMENT: Department of Planning & Economic Development

DATE: 8.30.23

COMMITTEE: Trails & Open Space

1. Is a Resolution Required:

Yes, Other

2. Proposed Resolution Title:

Authorizing the Purchase of the Graphite Range Community Forest Property in the Towns of Wilton and Greenfield

3. Specific Details on what the resolution will authorize:

Resolution will do the following items related to the purchase of Graphite Range Community Forest. #1) Issue a Negative Declaration under SEQRA #2.) Accept and Execute Option Agreement with OSI #3.) Authorize Chairman to execute all agreements necessary for the closing on the Property.

This column must be completed prior to submission of the request.

County Attorney's Office
Consulted Yes

4. Is a Budget Amendment needed: YES or NO
 If yes, budget lines and impact must be provided.
 Any budget amendments must have equal and offsetting entries.

County Administrator's Office
 Consulted Yes

Please see attachments for impacted budget lines.
 (Use ONLY when more than four lines are impacted.)

Revenue

Account Number	Account Name	Amount

Expense

Account Number	Account Name	Amount

Fund Balance (if applicable): (Increase = additional revenue, Decrease = additional expenses)

Amount:

5. Identify Budget Impact (**Required**):

No Budget Impact. Funds are included in the Department Budget

- a. G/L line impacted A.80.000-8492, A.80-4995, A.0888 OS
- b. Budget year impacted 2023
- c. Details

Funds were transferred in previous resolution.

6. Are there Amendments to the Compensation Schedule?

YES or NO (If yes, provide details)

a. Is a new position being created? Y N

Effective date

Salary and grade

b. Is a new employee being hired? Y N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification? Y N

Is this position currently vacant? Y N

Is this position in the current year compensation plan? Y N

Human Resources Consulted

7. Does this item require the awarding of a contract: Y N

a. Type of Solicitation

b. Specification # (BID/RFP/RFQ/OTHER CONTRACT #)

c. If a sole source, appropriate documentation, including an updated letter, has been submitted and approved by Purchasing Department? Y N N/A

d. Vendor information (including contact name):

e. Is the vendor/contractor an LLC, PLLC, or partnership:

f. State of vendor/contractor organization:

g. Commencement date of contract term:

h. Termination of contract date:

i. Contract renewal date and term:

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Purchasing Office Consulted

County Administrator's Office
Consulted **Yes**

8. Is a grant being accepted: YES or NO

a. Source of grant funding:

b. Agency granting funds:

c. Amount of grant:

d. Purpose grant will be used for:

e. Equipment and/or services being purchased with the grant:

f. Time period grant covers:

g. Amount of county matching funds:

h. Administrative fee to County:

9. Supporting Documentation:

Marked-up previous resolution

No Markup, per consultation with County Attorney

Information summary memo

Copy of proposal or estimate

Copy of grant award notification and information

Other _____

10. Remarks:

See attached memo for summary of the Graphite Range Community Forest Project.

BARGAIN SALE OPTION AGREEMENT

[Wilton Partners LLC Property]

This Bargain Sale Option Agreement (“Option”), dated April 14, 2021 (“Effective Date”), is by and between WILTON PARTNERS, LLC having a mailing address of 148 East Avenue, Saratoga Springs, New York 12866 (“Seller”) and OPEN SPACE INSTITUTE LAND TRUST, INC., a not-for-profit corporation under New York law having its principal place of business at 1350 Broadway, Suite 201, New York, New York 10018 (“Buyer”).

RECITALS

A. Seller is the owner in fee simple of approximately 202.43 acres of real property situate in the Towns of Wilton and Greenfield, Saratoga County, New York (the “Property”), which land is more fully described on the tax map of the Town of Wilton as tax parcels 127.-3-54, 140.-1-1, 140.-3-1, 127.-3-50.22, 127.3-56, 127.3-55 and 127.3-53 and the Town of Greenfield as tax parcel 126.-1-114.12 and as set forth in Exhibit A attached hereto and made a part hereof;

B. Buyer is a tax-exempt organization dedicated to the preservation of natural, scenic and historic lands in New York State, including lands in the Palmertown Range;

C. The Property possesses significant scenic, natural, recreational, wildlife, and other open space features;

D. Buyer intends to purchase the Property and the Seller intends to sell the Property at a price that Seller believes is less than its fair market value in accordance with the terms and conditions of this Option; and

E. Seller intends to make a charitable contribution to Buyer in the amount of the difference between the Purchase Price (as defined below) and the fair market value of the Property.

THE PARTIES AGREE AS FOLLOWS:

1. Option.

In consideration of the payment by Buyer to Seller of ONE DOLLAR (\$1.00), receipt and legal sufficiency of which are hereby acknowledged, Seller grants to Buyer an exclusive and irrevocable option to purchase the Property on the terms and conditions hereinafter set forth.

2. Term.

Buyer's Option shall commence upon the Effective Date and shall continue for two (2) years from that date, unless such period is extended by mutual agreement of the parties.

3. Exercise.

The Buyer may exercise the Option by serving written notice to Seller not later than 5 pm Eastern Time on the second anniversary of the Effective Date.

4. Purchase Terms.

4.1 Price. The purchase price for the Property ("Purchase Price") is payable in cash at the Closing shall be FOUR HUNDRED SIXTY-THREE THOUSAND FOUR HUNDRED FIFTY-TWO DOLLARS (\$463,452.00). The foregoing is subject to the proviso that (as defined below) Seller shall, at the sole cost of Seller, cause an MAI appraisal of the Property to be made and a written report thereof rendered (the "Appraisal Report"). Buyer shall review the Appraisal Report prior to closing and if it is (i) reasonably satisfactory to Buyer and (ii) not based upon any extraordinary or non-customary assumptions (the "Review Standard"), Buyer will agree with Seller that to the extent the value of the Property set forth in the Appraisal Report exceeds the Purchase Price (such amount is the "Gift Amount"), the conveyance of the Property at Closing as contemplated by this Agreement shall be deemed a charitable donation (the "Donation") by Seller to Buyer in the sum of the Gift Amount, and Buyer shall sign IRS Form 8283 upon Seller's request.

4.2 Method of Payment. The Purchase Price shall be payable at Closing in cash or by certified, cashier's, or bank check, or by wire transfer of immediately available funds.

5. Closing Defined and Form of Deed.

5.1 "Closing" means the settlement of the obligations of the Seller and the Buyer to each other under this Paragraph 5 and other provisions of this Option. The Closing shall be held at the offices of the Buyer's attorney or at some other mutually agreeable place on or before the date which is forty-five (45) days following Buyer's exercise of the Option.

5.2 Sellers shall deliver the following, at or prior to Closing, which deliveries shall be conditions precedent to Buyer's obligation to perform hereunder:

(a) Seller shall execute, acknowledge and deliver to the Buyer a bargain and sale deed with covenants against grantor's acts covering the Property (the "Deed"), in proper statutory form so as to be recordable in the Saratoga County Clerk's Office and free of all liens and encumbrances except as permitted in Paragraph 6 of this Option. The Deed shall contain the covenants by the Seller required by Section 13 of the Lien Law.

(b) The Seller shall execute, acknowledge and deliver to the Buyer Forms TP-584 and RP-5217, and deliver a check in payment of real property transfer taxes.

(c) The Buyer shall deliver the checks and instruments representing the payment of the Purchase Price in accordance with Paragraph 4 hereof.

6. Title.

6.1 Seller shall convey the Property to the Buyer by a bargain and sale deed with covenant against grantors acts, conveying marketable fee simple title to the Property, subject only to: (a) a lien for nondelinquent real property taxes; (b) utility company rights, licenses and/or easements to maintain poles, lines, wires and other installations presently servicing the Property; (c) all applicable zoning laws, regulations and ordinances; and (d) any other matter approved by Buyer in writing. In the event that there are any title exceptions or encroachments other than those listed above, at any time after the Effective Date, Seller may notify Buyer thereof and Buyer shall have thirty (30) days in which to approve or disapprove such title exceptions. If disapproved, Seller shall have thirty (30) days in which to cure such title exceptions and if Seller fails or elects not to cure them, Buyer may elect by notice within ten (10) days thereafter to terminate this Option or to take title "as is." If Buyer fails to make such election in a timely manner, Buyer shall be conclusively deemed to have elected to take title "as is."

6.2 Any encroachments revealed by an accurate survey or other means that have not been disclosed pursuant to Paragraph 6.1 above shall be resolved by Seller prior to Closing.

7. Prorations and Fees.

Real property taxes and school taxes on the Property shall be prorated as of the date of Closing based upon the latest available tax bill. Any real property transfer tax arising out of the conveyance of the Property shall be paid by Seller.

8. Seller's Covenants.

8.1 Seller covenants that, from and after the date hereof until the Closing, Seller will not:

(a) Make or suffer to be made any leases, contracts, options or agreements whatsoever affecting the Property, nor shall Seller cause or permit any lien, encumbrance, mortgage, right, restriction or other easement to be placed upon or created with respect to the Property, except pursuant to this Option and specifically, Paragraph 24, below;

(b) Cause or permit any dumping or depositing of any materials on the Property, including, without limitation, garbage, construction debris or solid or liquid wastes of any kind; or

(c) Cause or permit any default beyond the applicable cure period under any mortgage or deed of trust covering the Property, or cause or permit the foreclosure of any other lien affecting the Property.

8.2 Seller shall promptly cure, at Seller's sole cost and expense, each and every breach or default of any covenant set forth in this Paragraph 8 upon learning of such breach or default or receipt of notice thereof by Buyer. If Seller chooses not to cure such breach or default prior to Buyer's exercise of the Option, Buyer shall have the discretion to terminate this Option, or upon mutual agreement, Buyer and Seller may adjust the Purchase Price accordingly to allow for coverage of costs associated with the curing of such breach or default.

8.3 Seller has no actual knowledge of trash, rubbish, debris, or discarded items on the Property. Seller understands Buyer shall conduct a due diligence inspection of the Property at its own risk and expense within the Option Period. If Buyer discovers such items on the Property, Buyer shall immediately provide to Seller documentation of such

items and their locations together with a written estimate of the cost of removal thereof. Seller may elect to cause the removal of such items at its own cost prior to Closing or provide a credit to Buyer at Closing against the Purchase Price.

8.4 If there are any abandoned wells on the Property that have not been properly closed, Seller will, prior to Closing and at Seller's cost and expense, cause all such abandoned wells to be closed by a qualified well closure contractor in accordance with all regulatory requirements. If there are abandoned wells that were properly closed, Seller shall provide Buyer with evidence of such closure reasonably acceptable to Buyer.

9. Seller's Representations.

9.1 Seller makes the following representations and warranties:

(a) Prior to and at Closing, Seller will own and will have the power, and if applicable, corporate authorization to sell, transfer and convey all right, title and interest in and to the Property.

(b) At Closing, no one other than Seller will be in possession of any portion of the Property.

(c) Seller does not know of any suit, action, arbitration, or legal, administrative or other proceeding pending against the Property or any portion thereof or pending against Seller which could affect Seller's title to the Property or any portion thereof.

(d) Except as otherwise disclosed in writing to the Buyer, Seller has no actual knowledge of:

(i) Any uncured notices which have been served upon Seller by any governmental agency notifying Seller of any violations of law, ordinance, rule or regulation which would affect the Property or any portion thereof; or

(ii) Any actual or impending mechanics liens against the Property or any portion thereof; or

(iii) Any intended public improvement which will result in the creation of any lien upon the Property or any portion thereof.

(e) Except as otherwise disclosed herein, Seller has no actual knowledge of any lease, license, option, right of first refusal or other agreement which materially affects the

Property.

(f) Seller has no actual knowledge of any condition at, on, under or related to the Property presently or potentially posing a significant hazard to human health or the environment (whether or not such condition constitutes a violation of law). To the best of Seller's actual knowledge, there has been no production, use, treatment, storage, transportation, or disposal of any Hazardous Substance (as hereinafter defined) on the Property, nor has there been any release or threatened release of any Hazardous Substance, pollutant or contaminant into, upon or over the Property or into or upon ground or surface water at the Property. To the best of Seller's actual knowledge, no Hazardous Substance is now or ever has been stored on the Property in underground tanks, pits or surface impoundments. As used herein, "Hazardous Substance" means any substance which is (i) defined as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law (defined below), (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof, (iii) hazardous, toxic, corrosive, flammable, explosive, infectious, radioactive, carcinogenic, or reproductive toxicant, (iv) regulated pursuant to an Environmental Law, or (v) any pesticide regulated under state or federal law. As used herein, the term "Environmental Law(s)" means each and every federal, state and local law, statute, ordinance, regulation, rule, judicial or administrative order or decree, permit, license, approval, authorization or similar requirement of each and every federal, state and local governmental agency or other governmental authority pertaining to the protection of human health and safety or the environment.

9.2 Seller has provided Buyer with copies of all contracts, permits, leases and other agreements affecting the Property.

9.3 Should any of the above representations or warranties cease to be true at any time prior to Closing (or as otherwise provided herein), Seller shall immediately so advise Buyer in writing. If Buyer shall suffer any loss or liability or incur any cost as a result of a representation or warranty made by Seller not being true, and the Seller was aware that such representation or warranty was untrue at the time made, Seller shall indemnify Buyer against such loss, liability and costs, including legal expenses and court costs, which indemnification obligation shall survive for one year after Closing or any earlier termination of this Agreement.

10. Right to Inspect Property.

10.1 During the term of the Option, upon three (3) days prior notice to Seller, Buyer, through its employees and agents, may enter upon the Property for the purpose

of making inspections, surveys and investigations as Buyer deems appropriate, including, without limitation, making an environmental assessment of the soils, waters and improvements, if any, on the Property and any work necessary to resolve the Encroachments described in Paragraph 6.2.

10.2 Buyer does hereby indemnify and hold Seller, its officers, directors, principals and employees, as the case may be, harmless from and against any and all liability, loss, cost, claim, action, suit and/or expense (including, but not limited to, reasonable attorney's fees and litigation expenses) which Seller may suffer or incur by reason of Buyer's or its professionals' presence on the Property for the purpose of making any such inspections, investigations and survey. Buyer shall secure adequate liability insurance prior to conducting any tests or inspections on the Property and shall designate Seller as an additional insured thereon. Buyer shall provide to Seller prior to entry on the Property of any of its employees or agents, written proof of such Certificate of Insurance in which Seller has been added as a named insured during the Option Period, and/or the period during which Buyer is conducting its due diligence inspection, if such period extends beyond the Option Period. If Buyer retains the services of any professional who shall enter the Property, Buyer shall obtain from such professional(s) proof of liability insurance on which Seller has been named an added insured for the period during which said professional, its employees and agents, are entering upon the Property.

10.3 Should the Buyer determine, in its sole reasonable discretion based on its investigation of the Property, that title or any conditions on or affecting the Property is unacceptable to Buyer, Buyer shall so notify Seller by no later than the expiration of the Term, and Seller shall use its best efforts to remove prior to Closing the unacceptable conditions that are the subject of Buyer's notice. In the event that, despite the use of best efforts, Seller is unable to remove any such unacceptable conditions to the satisfaction of the buyer prior to Closing, Buyer shall have the right at its discretion either to proceed to Closing or to terminate this Agreement by written notice to Seller, and thereafter the parties shall have no further liability to each other.

11. Risk of Loss.

All risk of loss shall remain with Seller until Closing. In the event the Property is destroyed or damaged prior to Closing, Buyer shall have the right at its discretion to terminate this Option by written notice to Seller and thereafter the parties shall have no further liability to each other.

12. Remedies upon Default.

In the event that Seller or Buyer defaults in the performance of any of their obligations under this Option, Seller and Buyer shall, in addition to any and all other remedies provided in this Option or at law or in equity, have the right of specific performance against the other.

13. Condemnation.

In the event of the taking of all or any part of the Property by eminent domain proceedings, or the commencement of such proceedings prior to Closing, Buyer shall have the right, at its discretion, to terminate this Option by written notice to Seller, and thereafter the parties shall have no further liability to each other. If Buyer does not so terminate the Option, then Buyer may, at its discretion, either: (1) proceed to Closing with the Purchase Price reduced by the total of any awards or other proceeds received or to be received by Seller as a result of such proceedings; or (ii) proceed to Closing with an assignment by Seller of all Seller's right, title and interest in and to any and all such awards and proceeds. Seller shall notify Buyer in writing of any eminent domain proceedings affecting the Property within five (5) days after Seller learns of such proceedings.

14. Use of Purchase Price to Discharge Encumbrances.

If there are other charges affecting the Property of a definite or ascertainable amount which the Seller is obligated to pay and discharge at the Closing, the Seller may use any portion of the balance of the Purchase Price to discharge it. As an alternative, the Seller may deposit the money with the title insurance company employed by the Buyer required by it to assure its discharge, but only if the title insurance company will insure the Buyer's title clear of the matter. Upon request, made within a reasonable time before Closing, the Buyer agrees to provide separate certified checks as requested to discharge such matters.

15. Notices.

15.1 Unless otherwise specified herein, all notices pertaining to this Option shall be in writing delivered to the parties by hand, by commercial express courier service, by United States Express Mail, or by certified United States mail, postage prepaid, addressed to the parties at the addresses set forth above or such other addresses as the parties may designate by notice. All notices shall be effective upon the other party's receipt of said notice, or proof of delivery from any commercial express courier service or by United

States Express Mail, or the fifth business day after the notice is mailed by certified United States mail, postage prepaid.

15.2 The attorneys for the parties hereto are hereby authorized, on behalf of their respective clients, to serve any written notice, or receive written notice, whenever such notice is provided to be given under the terms of this Option, and to extend any of the time limitations as provided in this Option. Any such notice and/or extension shall be in writing and duly signed by such attorneys.

16. Binding on Successors.

This Option shall be binding not only upon the parties but also upon their heirs, personal representatives, assigns, and other successors in interest.

17. Non-Foreign Certificate.

At Closing, Seller shall execute and deliver to Buyer a “non-foreign certificate” pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended, and shall deliver such certificate to Buyer.

18. Assignment.

Upon Seller’s consent, which consent shall not be unreasonable withheld, Buyer shall have the right, but not the obligation, to assign this Option to either (i) the County of Saratoga, New York, or (ii) a non-profit conservation organization, which organization commits to conserving the Property.

19. Entire Agreement; Modification.

This Option constitutes the entire agreement between Buyer and Seller pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings. No supplement, modification, waiver or amendment of this Option shall be binding unless specific and in writing executed by the party against whom such supplement, modification, waiver or amendment is sought to be enforced. No waiver of any of the provisions of this Option shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

20. Severability.

Each provision of this Option is severable from any and all other provisions of this Option. Should any provision(s) of this Option be for any reason unenforceable, the balance shall nonetheless be of full force and effect.

21. Governing Law.

This Option shall be governed by and construed in accordance with New York law.

22. Counterparts.

This Option may be signed in multiple counterparts. All counterparts shall be deemed to be a single contract.

23. Brokers.

Buyer hereby states Buyer has not dealt with any broker in connection with this sale. Buyer shall indemnify and defend Seller against any costs, claims, and expenses, including reasonable legal fees, arising out of its breach of this representation to Seller. This provision shall survive Closing and if Closing does not occur, the termination of this transaction.

24. Trail Construction.

24.1 Notwithstanding anything to the contrary in Paragraph 8.1, above, Seller has the right, but not the obligation, to contract for and have a third-party design, develop, and construct non-motorized trails on the Property during the Option Term. Seller and its designated agents shall also have the right to use and maintain any non-motorized trails on the Property during the Option Term.

24.2 Before beginning any trail construction, Seller shall notify Buyer in writing, which may be by electronic mail, at least ten (10) business days before Seller intends to start construction.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS of the foregoing provisions, the parties have executed and delivered this Option as of the date first set forth above.

SELLER

WILTON PARTNERS, LLC

Et. LeJawa

4/20/21

Manager

BUYER

OPEN SPACE INSTITUTE LAND TRUST,
INC.

By: Jeffrey P. LeJawa 4/22/21

Name: Jeffrey P. LeJawa

Title: VP & Associate General
Counsel

Exhibits:

Exhibit A (List of Tax Parcels)

EXHIBIT A

<u>Parcel ID</u>	<u>Town</u>	<u>Acreage</u>
126.-1-114.12	Greenfield	56.52
127.-3-54	Wilton	33.37
140.-1-1	Wilton	20.03
140.-3-1	Wilton	27.6
127.-3-50.12	Wilton	20.91
127.3-56	Wilton	12
127.3-55	Wilton	7
127.-3-53	Wilton	25

AMENDMENT TO
OPTION AGREEMENT

THIS AMENDMENT TO OPTION AGREEMENT (hereinafter "Amendment") is made effective as of January 1, 2022 ("Effective Date"), by and between WILTON PARTNERS, LLC having a mailing address of 148 East Avenue, Saratoga Springs, New York 12866 ("Seller") and OPEN SPACE INSTITUTE LAND TRUST, INC., a New York not-for-profit corporation having its principal place of business at 1350 Broadway, Suite 201, New York, New York 10018 ("Buyer").

WITNESSETH:

WHEREAS, Seller and Buyer entered into that certain Option Agreement dated April 14, 2021 ("Option") for the purchase and sale of approximately 202.43 acres of real property situate in the Towns of Wilton and Greenfield, Saratoga County, New York (the "Property"); and

WHEREAS, in the listing of the eight tax parcels that comprise the Property set forth in Paragraph A of the Recitals in the Option, tax parcel 127.-3-50.12 was incorrectly listed as 127.-3-50.22; and

WHEREAS, the parties wish to correct the typographical error to properly include tax parcel 127.-3-50.12 as one of the eight parcels that comprise the Property;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree to amend the Option as follows:

AGREEMENT

1. Paragraph A of the Recitals in the Option is hereby amended to delete reference to tax parcel 127.-3-50.22 and instead to insert tax parcel 127.-3-50.12 as one of the eight parcels that comprise the Property.

2. The parties hereby ratify and affirm all other provisions of the Option and agree that the Option remains in full force and effect. This Amendment and the Option constitute the entire agreement between the parties and supersedes all discussions, understanding, agreement and negotiations between the parties hereto.

3. In the event of any conflict between the provisions of this Amendment and the provisions of the Option, the provisions of this Amendment shall control.

4. This Amendment may be executed in two or more counterparts, all of which shall have the same force and effect as if all parties hereto had executed a single copy of this Amendment.

5. This Amendment shall be governed and construed under the laws of New York State.

IN WITNESS HEREOF, the parties hereto have executed this Amendment to Option Agreement as of the Effective Date first mentioned above.

SELLER

WILTON PARTNERS, LLC

By: Etham Winters

Name: Etham Winters
Title: Member

BUYER

OPEN SPACE INSTITUTE LAND
TRUST, INC.

By: Jeffrey P. LeJava

Name: Jeffrey P. LeJava
Title: VP + Associate General Counsel

SECOND AMENDMENT TO
OPTION AGREEMENT

THIS AMENDMENT TO OPTION AGREEMENT (hereinafter "Amendment") is made effective as of May 2, 2023 ("Effective Date"), by and between WILTON PARTNERS, LLC having a mailing address of 148 East Avenue, Saratoga Springs, New York 12866 ("Seller") and OPEN SPACE INSTITUTE LAND TRUST, INC., a New York not-for-profit corporation having its principal place of business at 1350 Broadway, Suite 201, New York, New York 10018 ("Buyer").

W I T N E S S E T H:

WHEREAS, Seller and Buyer entered into that certain Option Agreement dated April 14, 2021 ("Option"), and First Amendment on January 1, 2022, for the purchase and sale of approximately 202.43 acres of real property situate in the Towns of Wilton and Greenfield, Saratoga County, New York (the "Property"); and

WHEREAS, Section 2 of the Option states that "Buyer's Option shall commence upon the Effective Date and shall continue for two (2) years from that date, unless such period is extended by mutual agreement of the parties"; and

WHEREAS, Section 19 of the Option states that "no supplement, modification, waiver or amendment of this Option shall be binding unless specific and in writing executed by the party against whom such supplement, modification, waiver or amendment is sought to be enforced"; and

WHEREAS, Seller and Buyer mutually agree to extend the Option term due to reasons unforeseen by Seller and Buyer, and to allow the parties additional time to conduct due diligence on the Property.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree to amend the Option as follows:

AGREEMENT

1. Paragraph 2 of the Option is hereby amended to read as follows:

Buyer's Option shall commence upon the Effective Date and shall continue for three (3) years from that date, unless such period is extended by mutual agreement of the parties.

2. The parties hereby ratify and affirm all other provisions of the Option and First Amendment, and agree that they remain in full force and effect. This Second Amendment, the Option and First Amendment constitute the entire agreement between the parties and supersedes all discussions, understanding, agreement and negotiations between the parties hereto.

3. In the event of any conflict between the provisions of this Second Amendment and the provisions of the Option or First Amendment, the provisions of this Second Amendment shall control.


4. This Second Amendment may be executed in two or more counterparts, all of which shall have the same force and effect as if all parties hereto had executed a single copy of this Second Amendment.

5. This Second Amendment shall be governed and construed under the laws of New York State.

IN WITNESS HEREOF, the parties hereto have executed this Second Amendment to Option Agreement as of the Effective Date first mentioned above.

SELLER

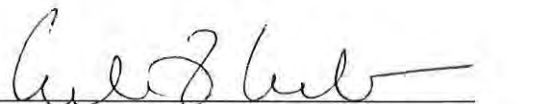
WILTON PARTNERS, LLC

By: 

Name: Ethan Winter
Title: Member

BUYER

OPEN SPACE INSTITUTE LAND
TRUST, INC.

By: 

Name: Eileen F. Lanahan
Title: Chief External Affairs Officer

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. (“Funding” includes grants, loans, tax relief, and any other forms of financial assistance.)

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Council, Town Board, <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No or Village Board of Trustees		
b. City, Town or Village <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Planning Board or Commission		
c. City, Town or <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Village Zoning Board of Appeals		
d. Other local agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
e. County agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Saratoga County Board of Supervisors - Purchase of Property, Poss.Saratoga County DPW work per	Proposed September 2023
f. Regional agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
g. State agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
h. Federal agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	US Forestry Service - Community Forest Grant	Ongoing
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
iii. Is the project site within a Coastal Erosion Hazard Area?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

C. Planning and Zoning

C.1. Planning and zoning actions.

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? YesNo

- If Yes, complete sections C, F and G.
- If No, proceed to question C.2 and complete all remaining sections and questions in Part 1

C.2. Adopted land use plans.

a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? YesNo

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? YesNo

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) YesNo

If Yes, identify the plan(s):

NYS Heritage Areas, Mohawk Valley Heritage Corridor

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? YesNo

If Yes, identify the plan(s):

Saratoga County Green Infrastructure PLAN, Town of Wilton Open Space Plan.

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. Yes No
If Yes, what is the zoning classification(s) including any applicable overlay district?
Town of Wilton - RB-1 (Residential Business) R-3 (Residential 3) Town of Greenfield - LDR (Low Density Residential)

b. Is the use permitted or allowed by a special or conditional use permit? Yes No

c. Is a zoning change requested as part of the proposed action? Yes No
If Yes,
i. What is the proposed new zoning for the site? _____

C.4. Existing community services.

a. In what school district is the project site located? Saratoga Springs School District

b. What police or other public protection forces serve the project site?
Saratoga County Sheriff, NYS Police, NYS Forest Rangers

c. Which fire protection and emergency medical services serve the project site?
Wilton FD, Maple Ave. FD, Wilton EMS, Jessups Landing FD

d. What parks serve the project site?
None

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Development of a county forestland recreational facility

b. a. Total acreage of the site of the proposed action? Approx. 225 acres
b. Total acreage to be physically disturbed? 0 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 200 acres

c. Is the proposed action an expansion of an existing project or use? Yes No
i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____

d. Is the proposed action a subdivision, or does it include a subdivision? Yes No
If Yes,
i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types) _____
ii. Is a cluster/conservation layout proposed? Yes No
iii. Number of lots proposed? _____
iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will the proposed action be constructed in multiple phases? Yes No
i. If No, anticipated period of construction: _____ months
ii. If Yes:
• Total number of phases anticipated 2
• Anticipated commencement date of phase 1 (including demolition) Done month _____ year
• Anticipated completion date of final phase 1 year month _____ year
• Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____
In the future there are plans to add an additional 20 acres to the project, referred to as the "Northern Gateway"

f. Does the project include new residential uses? Yes No

If Yes, show numbers of units proposed.

	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	_____	_____	_____	_____
At completion	_____	_____	_____	_____
of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)? Yes No

If Yes,

i. Total number of structures _____

ii. Dimensions (in feet) of largest proposed structure: _____ height; _____ width; and _____ length

iii. Approximate extent of building space to be heated or cooled: _____ square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? Yes No

If Yes,

i. Purpose of the impoundment: _____

ii. If a water impoundment, the principal source of the water: Ground water Surface water streams Other specify: _____

iii. If other than water, identify the type of impounded/contained liquids and their source. _____

iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres

v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length

vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) Yes No

If Yes:

i. What is the purpose of the excavation or dredging? _____

ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?

- Volume (specify tons or cubic yards): _____
- Over what duration of time? _____

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____

iv. Will there be onsite dewatering or processing of excavated materials? Yes No

If yes, describe. _____

v. What is the total area to be dredged or excavated? _____ acres

vi. What is the maximum area to be worked at any one time? _____ acres

vii. What would be the maximum depth of excavation or dredging? _____ feet

viii. Will the excavation require blasting? Yes No

ix. Summarize site reclamation goals and plan: _____

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? Yes No

If Yes:

i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

iii. Will the proposed action cause or result in disturbance to bottom sediments? Yes No

If Yes, describe: _____

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? Yes No

If Yes:

- acres of aquatic vegetation proposed to be removed: _____

- expected acreage of aquatic vegetation remaining after project completion: _____

- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____

- proposed method of plant removal: _____

- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

c. Will the proposed action use, or create a new demand for water? Yes No

If Yes:

i. Total anticipated water usage/demand per day: _____ 0 gallons/day

ii. Will the proposed action obtain water from an existing public water supply? Yes No

If Yes:

- Name of district or service area: _____

- Does the existing public water supply have capacity to serve the proposal? Yes No

- Is the project site in the existing district? Yes No

- Is expansion of the district needed? Yes No

- Do existing lines serve the project site? Yes No

iii. Will line extension within an existing district be necessary to supply the project? Yes No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____

- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site? Yes No

If Yes:

- Applicant/sponsor for new district: _____

- Date application submitted or anticipated: _____

- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? Yes No

If Yes:

i. Total anticipated liquid waste generation per day: _____ gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____

iii. Will the proposed action use any existing public wastewater treatment facilities? Yes No

If Yes:

- Name of wastewater treatment plant to be used: _____

- Name of district: _____

- Does the existing wastewater treatment plant have capacity to serve the project? Yes No

- Is the project site in the existing district? Yes No

- Is expansion of the district needed? Yes No

<ul style="list-style-type: none"> • Do existing sewer lines serve the project site? _____ • Will a line extension within an existing district be necessary to serve the project? If Yes: <ul style="list-style-type: none"> • Describe extensions or capacity expansions proposed to serve this project: _____ 	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? If Yes:</p> <ul style="list-style-type: none"> • Applicant/sponsor for new district: _____ • Date application submitted or anticipated: _____ • What is the receiving water for the wastewater discharge? _____ <p>v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans):</p> <p>_____</p> <p>_____</p> <p>vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____</p> <p>_____</p> <p>_____</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? If Yes:</p> <p>i. How much impervious surface will the project create in relation to total size of project parcel? _____ Square feet or _____ acres (impervious surface) _____ Square feet or _____ acres (parcel size)</p> <p>ii. Describe types of new point sources. _____</p> <p>_____</p> <p>iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?</p> <p>_____</p> <p>_____</p> <ul style="list-style-type: none"> • If to surface waters, identify receiving water bodies or wetlands: _____ _____ _____ • Will stormwater runoff flow to adjacent properties? _____ 	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
<p>iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater?</p> <p>f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? If Yes, identify:</p> <p>i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)</p> <p>_____</p> <p>ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)</p> <p>_____</p> <p>iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)</p> <p>_____</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? If Yes:</p> <p>i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year)</p> <p>ii. In addition to emissions as calculated in the application, the project will generate:</p> <ul style="list-style-type: none"> • _____ Tons/year (short tons) of Carbon Dioxide (CO₂) • _____ Tons/year (short tons) of Nitrous Oxide (N₂O) • _____ Tons/year (short tons) of Perfluorocarbons (PFCs) • _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆) • _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs) • _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs) 	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? Yes No

If Yes:

i. Estimate methane generation in tons/year (metric): _____

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? Yes No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? Yes No

If Yes:

i. When is the peak traffic expected (Check all that apply): Morning Evening Weekend
 Randomly between hours of _____ to _____.

ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____

iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____

iv. Does the proposed action include any shared use parking? Yes No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____

vi. Are public/private transportation service(s) or facilities available within 1/2 mile of the proposed site? Yes No

vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? Yes No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? Yes No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? Yes No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____

iii. Will the proposed action require a new, or an upgrade, to an existing substation? Yes No

l. Hours of operation. Answer all items which apply.

<p>i. During Construction:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____ 	<p>ii. During Operations:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____
--	---

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? Yes No
 If yes:
 i. Provide details including sources, time of day and duration:

ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? Yes No
 Describe: _____

n. Will the proposed action have outdoor lighting? Yes No
 If yes:
 i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? Yes No
 Describe: _____

o. Does the proposed action have the potential to produce odors for more than one hour per day? Yes No
 If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? Yes No
 If Yes:
 i. Product(s) to be stored _____
 ii. Volume(s) _____ per unit time _____ (e.g., month, year)
 iii. Generally, describe the proposed storage facilities: _____

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? Yes No
 If Yes:
 i. Describe proposed treatment(s):

ii. Will the proposed action use Integrated Pest Management Practices? Yes No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? Yes No
 If Yes:
 i. Describe any solid waste(s) to be generated during construction or operation of the facility:
 • Construction: _____ tons per _____ (unit of time)
 • Operation : _____ tons per _____ (unit of time)
 ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:
 • Construction: _____

 • Operation: _____

 iii. Proposed disposal methods/facilities for solid waste generated on-site:
 • Construction: _____

 • Operation: _____

s. Does the proposed action include construction or modification of a solid waste management facility? Yes No

If Yes:

- i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____
- ii. Anticipated rate of disposal/processing:
 - _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
 - _____ Tons/hour, if combustion or thermal treatment
- iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? Yes No

If Yes:

- i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____
- ii. Generally describe processes or activities involving hazardous wastes or constituents: _____
- iii. Specify amount to be handled or generated _____ tons/month
- iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____
- v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? Yes No

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: _____

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

- Urban Industrial Commercial Residential (suburban) Rural (non-farm)
- Forest Agriculture Aquatic Other (specify): Field

ii. If mix of uses, generally describe: _____

b. Land uses and covertypes on the project site.

Land use or Covertypes	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces			
• Forested	Approx. 215	Approx. 215	
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	Approx. 3	Approx. 3	
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)	Approx. 2	Approx. 2	
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: _____			

c. Is the project site presently used by members of the community for public recreation? Yes No
i. If Yes: explain: Hiking, biking, walking, etc.

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? Yes No
If Yes,
i. Identify Facilities:

e. Does the project site contain an existing dam? Yes No
If Yes:
i. Dimensions of the dam and impoundment:
• Dam height: _____ feet
• Dam length: _____ feet
• Surface area: _____ acres
• Volume impounded: _____ gallons OR acre-feet
ii. Dam's existing hazard classification: _____
iii. Provide date and summarize results of last inspection:

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? Yes No
If Yes:
i. Has the facility been formally closed? Yes No
• If yes, cite sources/documentation: _____
ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:

iii. Describe any development constraints due to the prior solid waste activities: _____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? Yes No
If Yes:
i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? Yes No
If Yes:
i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: Yes No
 Yes – Spills Incidents database Provide DEC ID number(s): _____
 Yes – Environmental Site Remediation database Provide DEC ID number(s): _____
 Neither database
ii. If site has been subject of RCRA corrective activities, describe control measures: _____

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? Yes No
If yes, provide DEC ID number(s): _____
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):

v. Is the project site subject to an institutional control limiting property uses? Yes No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? Yes No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? _____ 0-10 feet

b. Are there bedrock outcroppings on the project site? Yes No
If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ 5 %

c. Predominant soil type(s) present on project site:

CeC	_____	50 %
CfD	_____	47 %
CeC	_____	3 %

d. What is the average depth to the water table on the project site? Average: _____ varies feet

e. Drainage status of project site soils: Well Drained: _____ 75 % of site
 Moderately Well Drained: _____ 15 % of site
 Poorly Drained _____ 10 % of site

f. Approximate proportion of proposed action site with slopes: 0-10%: _____ 50 % of site
 10-15%: _____ 45 % of site
 15% or greater: _____ 5 % of site

g. Are there any unique geologic features on the project site? Yes No
If Yes, describe: Wilton Graphite Mine

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? Yes No

ii. Do any wetlands or other waterbodies adjoin the project site? Yes No
If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? Yes No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name 941-380, 941-131.1, 941-382, 941-383 Classification Unassessed, C(T), A
- Lakes or Ponds: Name none Classification _____
- Wetlands: Name Freshwater Forested/Shrub Wetland PFO1E, PFO1/4E, Approximate Size (.63 ac) (.18 ac)
- Wetland No. (if regulated by DEC) n/a

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? Yes No
If yes, name of impaired water body/bodies and basis for listing as impaired: _____

i. Is the project site in a designated Floodway? Yes No

j. Is the project site in the 100-year Floodplain? Yes No

k. Is the project site in the 500-year Floodplain? Yes No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? Yes No
If Yes:
i. Name of aquifer: _____

m. Identify the predominant wildlife species that occupy or use the project site: _____ _____ _____	
n. Does the project site contain a designated significant natural community? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes: <i>i.</i> Describe the habitat/community (composition, function, and basis for designation): _____ _____ <i>ii.</i> Source(s) of description or evaluation: _____ <i>iii.</i> Extent of community/habitat: <ul style="list-style-type: none"> • Currently: _____ acres • Following completion of project as proposed: _____ acres • Gain or loss (indicate + or -): _____ acres 	
o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes: <i>i.</i> Species and listing (endangered or threatened): _____ _____ _____	
p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes: <i>i.</i> Species and listing: _____ _____	
q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, give a brief description of how the proposed action may affect that use: _____ <u>Hunting and or Trapping may occur on neighboring private lands. The acquisition of these parcels by Saratoga County will not impact those activities.</u>	
E.3. Designated Public Resources On or Near Project Site	
a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, provide county plus district name/number: _____	
b. Are agricultural lands consisting of highly productive soils present? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>i.</i> If Yes: acreage(s) on project site? _____ <i>ii.</i> Source(s) of soil rating(s): _____	
c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes: <i>i.</i> Nature of the natural landmark: <input type="checkbox"/> Biological Community <input type="checkbox"/> Geological Feature <i>ii.</i> Provide brief description of landmark, including values behind designation and approximate size/extent: _____ _____ _____	
d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes: <i>i.</i> CEA name: _____ <i>ii.</i> Basis for designation: _____ <i>iii.</i> Designating agency and date: _____	

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes:		
<i>i.</i> Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site <input type="checkbox"/> Historic Building or District		
<i>ii.</i> Name: _____		
<i>iii.</i> Brief description of attributes on which listing is based: _____		
f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
g. Have additional archaeological or historic site(s) or resources been identified on the project site?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If Yes:		
<i>i.</i> Describe possible resource(s): <u>Historic Graphite Mines</u>		
<i>ii.</i> Basis for identification: <u>Research of historic documents as well as indications of past mining activities</u>		
h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes:		
<i>i.</i> Identify resource: _____		
<i>ii.</i> Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____		
<i>iii.</i> Distance between project and resource: _____ miles.		
i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes:		
<i>i.</i> Identify the name of the river and its designation: _____		
<i>ii.</i> Is the activity consistent with development restrictions contained in 6NYCRR Part 666?		<input type="checkbox"/> Yes <input type="checkbox"/> No

F. Additional Information

Attach any additional information which may be needed to clarify your project.

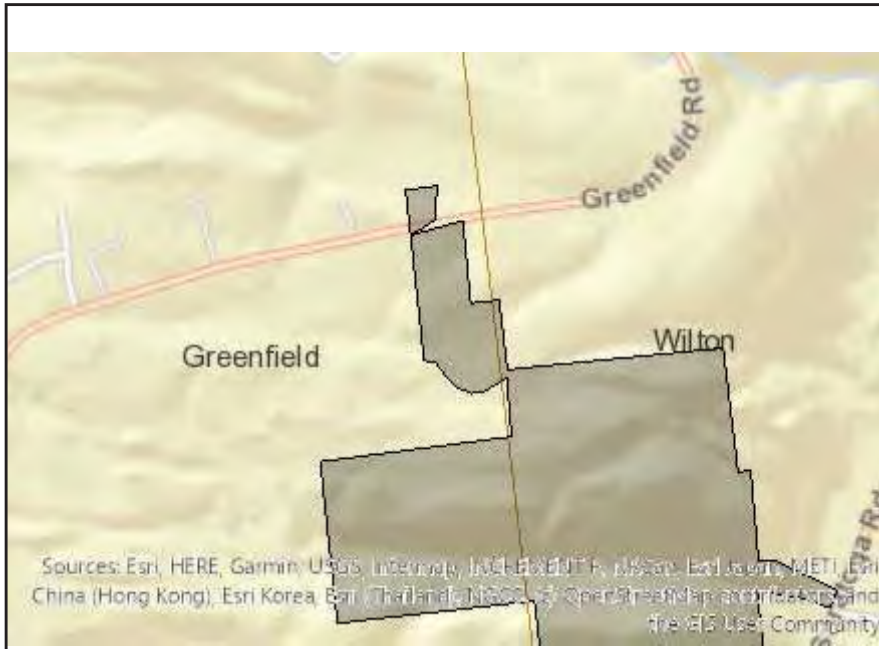
If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name Saratoga County Date 8.28.23

Signature  Title Director, S.C. Dept. of Planning and Econ. Dev.

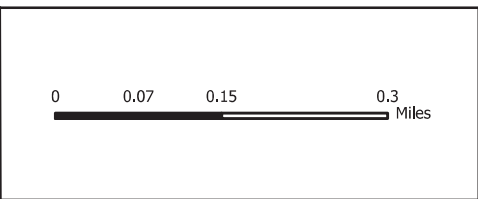
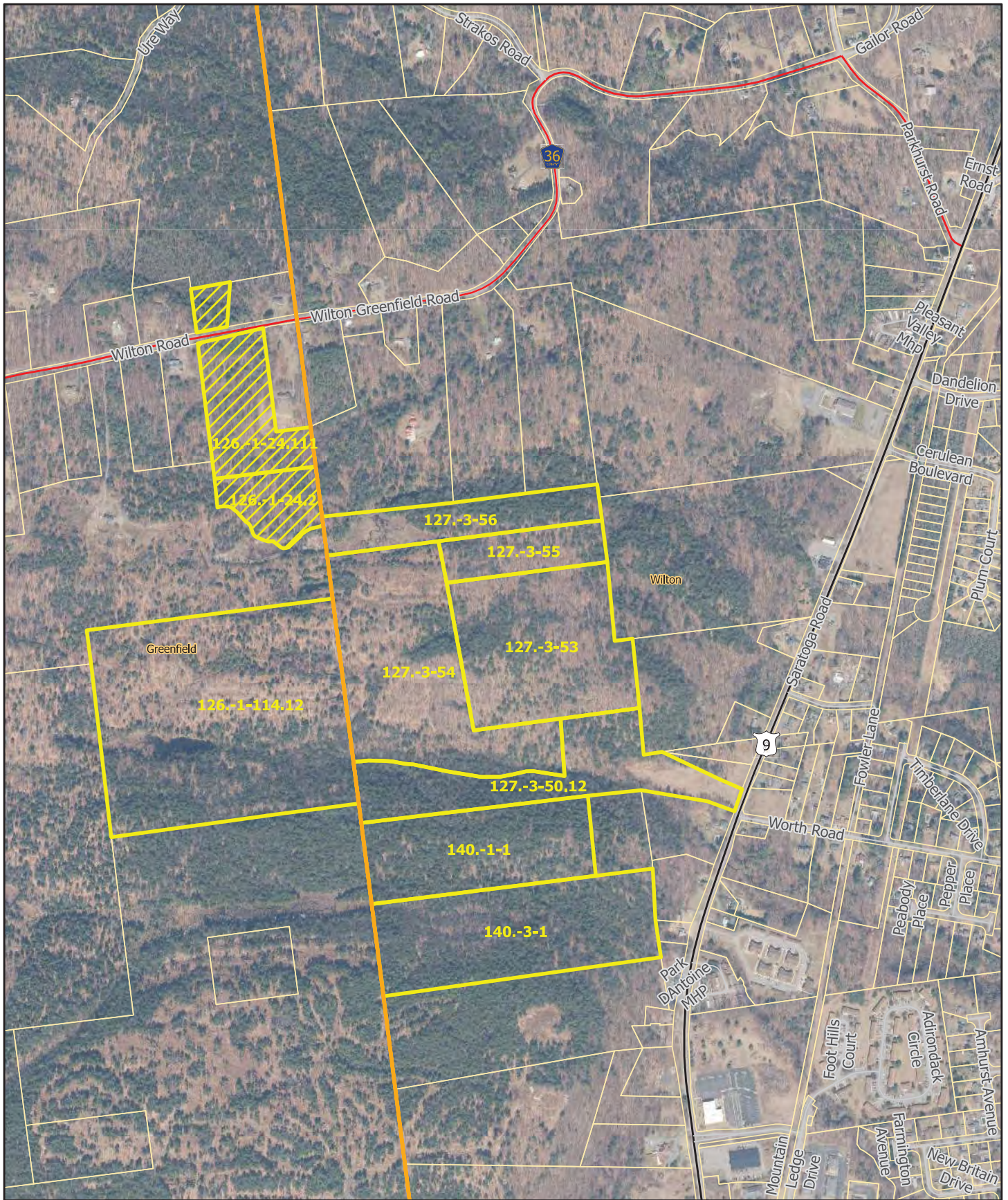


Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.



B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Yes - Digital mapping data are not available for all Special Planning Districts. Refer to EAF Workbook.
C.2.b. [Special Planning District - Name]	NYS Heritage Areas: Mohawk Valley Heritage Corridor
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	No
E.2.g [Unique Geologic Features]	Yes
E.2.g [Unique Geologic Features]	Wilton Graphite Mine (abandoned)
E.2.h.i [Surface Water Features]	Yes
E.2.h.ii [Surface Water Features]	Yes
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
E.2.h.iv [Surface Water Features - Stream Name]	941-380, 941-131.1, 941-382, 941-383
E.2.h.iv [Surface Water Features - Stream Classification]	C(T), A
E.2.h.iv [Surface Water Features - Wetlands Name]	Federal Waters
E.2.h.v [Impaired Water Bodies]	No

E.2.i. [Floodway]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.2.j. [100 Year Floodplain]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.2.k. [500 Year Floodplain]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.2.l. [Aquifers]	No
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	No
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No



- Graphite Range Community Forest Parcels
- potential future acquisition

Graphite Range Community Forest
 County of Saratoga
 Towns of Greenfield & Wilton
 Site & Aerial





SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
Michelle Granger, County Attorney
Therese Connolly, Clerk of the Board
Stephanie Hodgson, Director of Budget

CC: John Warmt, Director of Purchasing
Jason Kemper, Director of Planning and Economic Development
Bridget Rider, Deputy Clerk of the Board
Matt Rose, Management Analyst
Audra Hedden, County Administrator's Office

DEPARTMENT: Department of Planning & Economic Development

DATE: 8.30.23

COMMITTEE: Trails & Open Space

1. Is a Resolution Required:

Yes, Contract Approval

2. Proposed Resolution Title:

Authorizing a Logging Revenue Agreement with Prentiss and Carlisle Management Company Inc. for a timber harvest on County-Owned Parcel in the Town of Wilton

3. Specific Details on what the resolution will authorize:

Resolution will award a contract the timber harvest on County Forestland in the Town of Wilton

This column must be completed prior to submission of the request.

County Attorney's Office
Consulted Yes

4. Is a Budget Amendment needed: YES or NO
 If yes, budget lines and impact must be provided.
 Any budget amendments must have equal and offsetting entries.

County Administrator's Office
 Consulted Yes

Please see attachments for impacted budget lines.
 (Use ONLY when more than four lines are impacted.)

Revenue

Account Number	Account Name	Amount

Expense

Account Number	Account Name	Amount

Fund Balance (if applicable): (Increase = additional revenue, Decrease = additional expenses)

Amount:

5. Identify Budget Impact (**Required**):

No Budget Impact. Funds are included in the Department Budget

- a. G/L line impacted A.80.2652 (Sale of Forest Products)
- b. Budget year impacted 2023
- c. Details

Revenue to Saratoga County will be generated from the sale.

6. Are there Amendments to the Compensation Schedule?

YES or NO (If yes, provide details)

a. Is a new position being created? Y N

Effective date

Salary and grade

b. Is a new employee being hired? Y N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification? Y N

Is this position currently vacant? Y N

Is this position in the current year compensation plan? Y N

7. Does this item require the awarding of a contract: Y N

a. Type of Solicitation **BID**

b. Specification # (BID/RFP/RFQ/OTHER CONTRACT #)
23-TC-1

c. If a sole source, appropriate documentation, including an updated letter, has been submitted and approved by Purchasing Department? Y N N/A

d. Vendor information (including contact name):

Prentiss and Carlisle Management Company Inc. 191 Glenwood Drive, Saranac Lake NY 12983

e. Is the vendor/contractor an LLC, PLLC, or partnership:

f. State of vendor/contractor organization: **New York**

g. Commencement date of contract term: **ASAP**

h. Termination of contract date: **One Year**

i. Contract renewal date and term: **none**

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Human Resources Consulted

Purchasing Office Consulted
Yes

County Administrator's Office
Consulted

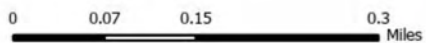
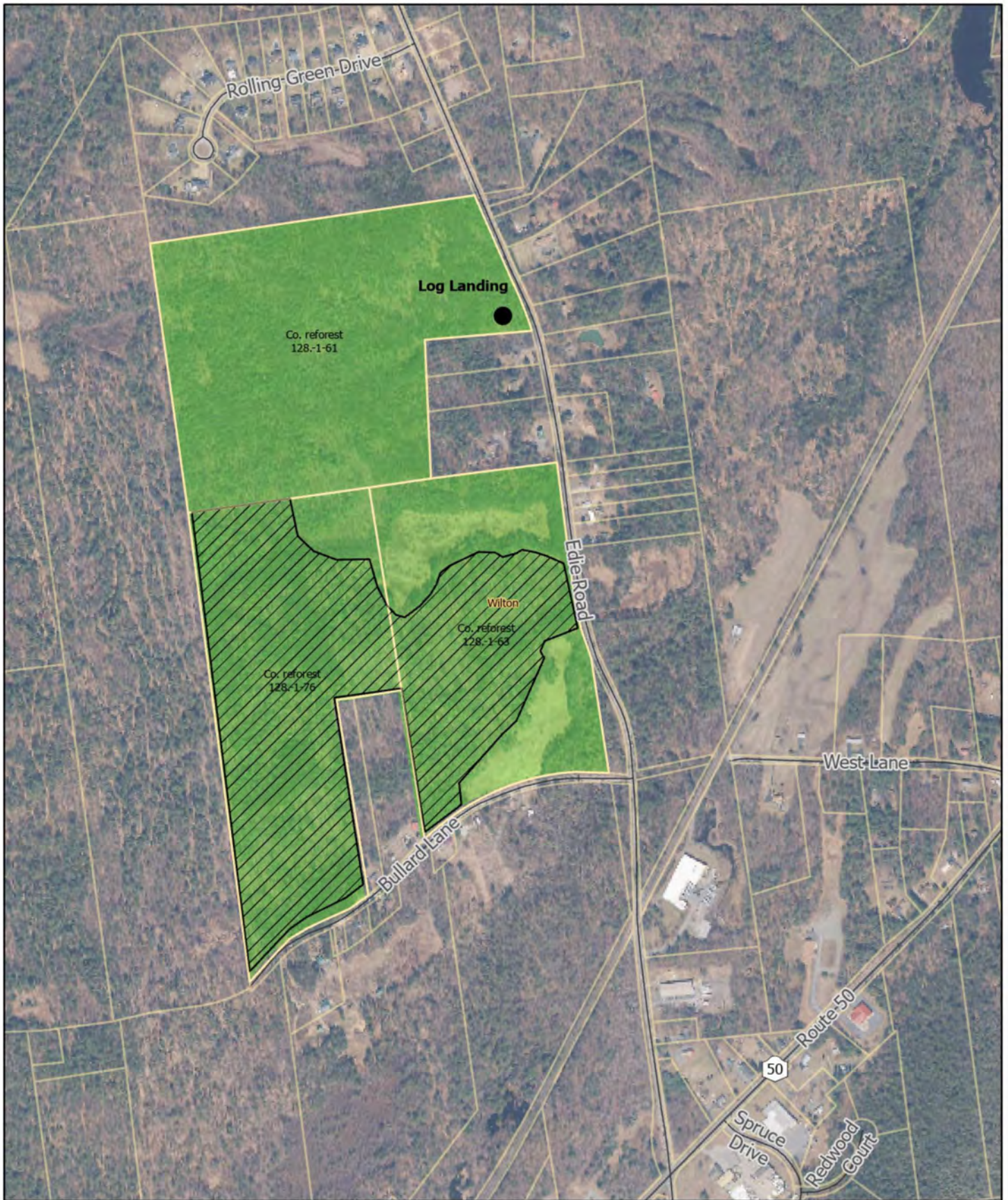
8. Is a grant being accepted: YES or NO
- a. Source of grant funding:
 - b. Agency granting funds:
 - c. Amount of grant:
 - d. Purpose grant will be used for:
 - e. Equipment and/or services being purchased with the grant:
 - f. Time period grant covers:
 - g. Amount of county matching funds:
 - h. Administrative fee to County:

9. Supporting Documentation:

- Marked-up previous resolution
- No Markup, per consultation with County Attorney
- Information summary memo
- Copy of proposal or estimate
- Copy of grant award notification and information
- Other _____

10. Remarks:

See attached memo for summary.



- Saratoga County Forest
- Harvest Area (approx. 79 Acres)
- Log Landing

Saratoga County Forest
Edie - Bullard
2023 Harvest



SARATOGA COUNTY CENTRAL SERVICES

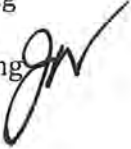
Purchasing ~ Central Stores ~ Central Printing ~ Central Mail
50 West High Street * Ballston Spa, NY 12020

Telephone: (518) 885-2210

Fax: (518) 885-2220

MEMORANDUM

TO: Jason Kemper, Planning

FROM: John Warmt, Purchasing 

DATE: August 21, 2023

RE: Timber Bid – 23-TC-1

On August 10th, 2023 the Department of Central Services received the following bids for the 2023 Timber Contract (Edie Road South):

Prentice & Carlisle Mgt. Co., Inc

Total Bid: \$63,213.00

Lyme Adirondack Timber Sales, LLC

Total Bid: \$44,000.00

I have attached their proposals for review, please get back to me with an award recommendation.

PROPOSAL 23-TC-1 "Edie Road South"

Lyme Adirondack Timber Sales, LLC agrees to purchase Timber from Saratoga County, as
(firm name)

called for in specification 23-TC-1.

PROPERTY OWNER: County of Saratoga
LOCATION OF TIMBER: Edie Road, Town of Wilton
ACRES OF SALE: 78 (approximate)
LOG RULE: International ¼
TIMBER SHOWING: Shown by Appointment, Call for appointment 518-884-4705 (Jason Kemper)

This is a lump sum bid. Timber to be harvested is marked with blue paint. See "Instructions to Bidders 23-TC-1" for specific restrictions.

All Bidders must schedule an appointment to view the timber sale.

The successful bidder will be responsible for constructing a landing and maintaining haul roads used for their logging operation in such a manner so as to minimize any mud, silt, or dust being brought out onto the public highway.

<u>SPECIES</u>	<u>VOLUME</u>	<u>BID PRICE</u>	<u>Total</u>
<u>Sawtimber (Marked with Blue Paint)</u>			
White Pine	181.003 MBF	\$ _____/MBF	\$ _____
Red Pine	76.194 MBF	\$ _____/MBF	\$ _____
Pitch Pine	7.769 MBF	\$ _____/MBF	\$ _____
Black Oak	8.984 MBF	\$ _____/MBF	\$ _____
White Oak	5.240 MBF	\$ _____/MBF	\$ _____
Red Oak	0.838 MBF	\$ _____/MBF	\$ _____
Red Maple	3.536 MBF	\$ _____/MBF	\$ _____
<u>Pulpwood</u>			
Pine Pulp	623 Cords	\$ _____/cord	\$ _____
Hardwood Pulp	37 Cords	\$ _____/cord	\$ _____

TOTAL BID: \$ 44,000.00

Saratoga County, through its Purchasing Department, reserves the right to reject parts of any or all bids.

Saratoga County will reject any bid that does not have a signed Statement of Required Disclosures, Representations, and Certificates that includes the Non-Collusive Bidding Certificate, a Certificate of Compliance with the Iran Divestment Act, and A Certificate for Prevention of Sexual Harassment that binds the bidder to their proposal (attached).

PROPOSAL 23-TC-1 "Edie Road South"

Prentiss & Carlisle Mgt. Co. Inc. agrees to purchase Timber from Saratoga County, as
(firm name)

called for in specification 23-TC-1.

PROPERTY OWNER: County of Saratoga
 LOCATION OF TIMBER: Edie Road, Town of Wilton
 ACRES OF SALE: 78 (approximate)
 LOG RULE: International 1/4
 TIMBER SHOWING: Shown by Appointment, Call for appointment 518-884-4705 (Jason Kemper)

This is a lump sum bid, Timber to be harvested is marked with blue paint. See "Instructions to Bidders 23-TC-1" for specific restrictions.

All Bidders must schedule an appointment to view the timber sale.

The successful bidder will be responsible for constructing a landing and maintaining haul roads used for their logging operation in such a manner so as to minimize any mud, silt, or dust being brought out onto the public highway.

<u>SPECIES</u>	<u>VOLUME</u>	<u>BID PRICE</u>	<u>Total</u>
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White Pine	181.003 MBF	\$ _____ /MBF	\$ _____
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White Oak	5.240 MBF	\$ _____ /MBF	\$ _____
Red Oak	0.838 MBF	\$ _____ /MBF	\$ _____
Red Maple	3.536 MBF	\$ _____ /MBF	\$ _____
<u>Pulpwood</u>			
Pine Pulp	623 Cords	\$ _____ /cord	\$ _____
Hardwood Pulp	37 Cords	\$ _____ /cord	\$ _____

* Chippings is an option if market allows TOTAL BID: \$ 63,213.00

Saratoga County, through its Purchasing Department, reserves the right to reject parts of any or all bids.

Saratoga County will reject any bid that does not have a signed Statement of Required Disclosures, Representations, and Certificates that includes the Non-Collusive Bidding Certificate, a Certificate of Compliance with the Iran Divestment Act, and A Certificate for Prevention of Sexual Harassment that binds the bidder to their proposal (attached).

4/19/22



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION ~~159~~—2022

Introduced by Trails and Open Space: ~~Supervisors Grasso, Connolly, Kinowski, Tollisen and M. Veitch~~

AUTHORIZING A LOGGING REVENUE AGREEMENT WITH PRENTISS AND CARLISLE MANAGEMENT COMPANY, INC ~~3B TIMBER COMPANY, INC.~~ FOR A TIMBER HARVEST ON A COUNTY-OWNED PARCEL IN THE TOWN OF WILTON ~~AND AMENDING THE 2022 COUNTY BUDGET IN RELATION THERETO~~

WHEREAS, the County owns forest land located on Edie Road in the Town of Wilton, which parcels have been inventoried and selected for harvest in accordance with the County's Forestry Management Plan; and

WHEREAS, the three parcels, known and designated as Tax Parcels #128.-1-61, #128.-1-76, and #128.-1-63, encompass approximately ~~7885~~ acres of harvest area; and

WHEREAS, the highest bid received was a lump sum timber harvest bid submitted by ~~3B Timber Company~~ Prentiss and Carlisle Management Company, Inc. in the amount of ~~\$119,923.1363,213~~; and

WHEREAS, the second highest bid was a lump sum timber harvest bid submitted by ~~Sweeney's Tree and Land Management~~ Lyme Adirondack Timber Sales, LLC in the amount of ~~\$84,451.06\$44,000~~; and

~~**WHEREAS**, due to the increased timber harvest revenue for 2022, an amendment is needed to the 2022 County Budget to authorize the payment of a higher than budgeted commission to the County Forester while recognizing the additional revenue; and~~

WHEREAS, our Trails and Open Space Committee, the County's Director of Planning and Economic Development and the County Forester recommend that the bid of Prentiss and Carlisle Management Company ~~3B Timber Company~~, Inc. be accepted; now, therefore, be it

RESOLVED, that the Chair of the Board is authorized to execute an agreement with ~~3B Timber Company~~ Prentiss and Carlisle Management Company, Inc. of ~~Boonville~~ Saranac Lake, New York, for the selective harvesting of timber on approximately ~~7885~~ acres of County forest land in the Town of Wilton, identified herein as Tax Parcels #128.-1-61, #128.-1-76, and #128.-1-63, for which Prentiss and Carlisle Management Company ~~3B Timber Company~~, Inc. will pay to the County the sum of ~~\$119,923.1363,213~~ for the harvested timber; and it is further

RESOLVED, that in the event that ~~3B Timber Company~~ Prentiss and Carlisle Management Company, Inc. withdraws their bid or otherwise cannot meet the contract requirements, the Chair of the Board is authorized to enter into an agreement with the underbidder, ~~Sweeney's Tree and Land Management~~ Lyme Adirondack Timber Sales, LLC of ~~Queensbury~~Petersburg, New York, for the selective harvesting of timber on approximately ~~7885~~ acres of County forest land in the Town of Wilton, identified herein as Tax Parcels #128.-1-61, #128.-1-76, and #128.-1-63, for which ~~Sweeney's Tree and Land Management, LLC~~ Lyme Adirondack Timber Sales, LLC will pay to the County the sum of ~~\$84,451.0644,000~~ for the harvested timber, without further legislative approval being required; and it is further

RESOLVED, that the form and content of any agreements authorized by this Resolution shall be subject to the approval of the County Attorney; and it is further

~~RESOLVED, that the 2022 Saratoga County Budget is hereby amended as follows:~~

~~PLANNING AND ECONOMIC DEVELOPMENT DEPARTMENT~~

~~Appropriations:~~

~~Increase Acct.: #A.80.000-8170 - Coordination/Mtg Services \$ 7,993~~

~~Revenues:~~

~~Increase Acct.: #A.80.2652 - Sale of Forest Products \$79,923~~

~~Decrease in Budgetary Fund Balance~~

~~A. 0599.B - Appropriated Fund Balance Budgetary \$71,930~~

~~; and it is further~~

RESOLVED, that this Resolution shall take effect immediately.

~~BUDGET IMPACT STATEMENT: No Budget Impact Funds Included in 2023 The 2022 County budget will be amended to reflect increased costs and revenues associated with the timber harvest.~~

~~April 19, 2022 Regular Meeting~~

~~Motion to Adopt by Supervisor Hammond, Seconded by Supervisor Barrett~~

~~AYES (172031): Eric Connolly (11831), Joseph Grasso (4328), Philip C. Barrett (19014.5), Eric Butler (6500), Kevin Veitch (8004), Arthur M. Wright (1976), Mark Hammond (17130), Thomas Richardson (5163), Scott Ostrander (18800), Theodore Kusnierz (16202), Tara N.~~



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
Michelle Granger, County Attorney
Therese Connolly, Clerk of the Board
Stephanie Hodgson, Director of Budget

CC: John Warmt, Director of Purchasing
Jason Kemper, Director of Planning and Economic Development
Bridget Rider, Deputy Clerk of the Board
Matt Rose, Management Analyst
Audra Hedden, County Administrator's Office

DEPARTMENT: Department of Planning & Economic Development

DATE: 8.30.23

COMMITTEE: Trails & Open Space

1. Is a Resolution Required:

No, Discussion Only

2. Proposed Resolution Title:

3. Specific Details on what the resolution will authorize:

This column must be completed prior to submission of the request.

County Attorney's Office
Consulted Yes

4. Is a Budget Amendment needed: YES or NO
If yes, budget lines and impact must be provided.
Any budget amendments must have equal and offsetting entries.

County Administrator's Office
Consulted Yes

Please see attachments for impacted budget lines.
(Use ONLY when more than four lines are impacted.)

Revenue

Account Number	Account Name	Amount
----------------	--------------	--------

Expense

Account Number	Account Name	Amount
----------------	--------------	--------

Fund Balance (if applicable): (Increase = additional revenue, Decrease = additional expenses)

Amount:

5. Identify Budget Impact (**Required**):

No Budget Impact. Funds are included in the Department Budget

- a. G/L line impacted A.80.000-7091.9
- b. Budget year impacted 2023
- c. Details

Funds are included in the 2023 Budget

6. Are there Amendments to the Compensation Schedule?

YES or NO (If yes, provide details)

a. Is a new position being created? Y N

Effective date

Salary and grade

b. Is a new employee being hired? Y N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification? Y N

Is this position currently vacant? Y N

Is this position in the current year compensation plan? Y N

Human Resources Consulted

7. Does this item require the awarding of a contract: Y N

a. Type of Solicitation

b. Specification # (BID/RFP/RFQ/OTHER CONTRACT #)

c. If a sole source, appropriate documentation, including an updated letter, has been submitted and approved by Purchasing Department? Y N N/A

d. Vendor information (including contact name):

e. Is the vendor/contractor an LLC, PLLC, or partnership:

f. State of vendor/contractor organization:

g. Commencement date of contract term:

h. Termination of contract date:

i. Contract renewal date and term:

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Purchasing Office Consulted

County Administrator's Office
Consulted

8. Is a grant being accepted: YES or NO
- a. Source of grant funding:
 - b. Agency granting funds:
 - c. Amount of grant:
 - d. Purpose grant will be used for:
 - e. Equipment and/or services being purchased with the grant:
 - f. Time period grant covers:
 - g. Amount of county matching funds:
 - h. Administrative fee to County:

9. Supporting Documentation:

- Marked-up previous resolution
- No Markup, per consultation with County Attorney
- Information summary memo
- Copy of proposal or estimate
- Copy of grant award notification and information
- Other _____

10. Remarks:

See attached memo for summary of Open Space Grant Requests

2023 Open Space Grants

Municipality	Project Name	Acreage	S.B.L.#	Original County Request	County Awarded	Total Project Cost	Total Outside Funding	Open Space/Farm Protection	Description	Source of Outside Funding	Status
Town of Clifton Park	Blue Jay Way Land Acquisition - Pocket Park	1.77 acres	276.7-2-48	\$58,581.00		\$117,762.00	\$58,581.00	Open Space	The parcel is 1.77 acres of vacant residentially zoned land owned by the Clifton Park Water Authority since 2004, as a prior water source. The well infrastructure has been decommissioned and capped per state and local regulations. Water, sewer, gas, and electricity are available at the site making the lot desirable for residential development within an established single-family neighborhood. This land acquisition provides an open-air gathering place for the neighborhood residents, promoting civic engagement.	Town Cash Match	07.27.2023 - Application Received
Town of Greenfield	Community Center Land Purchase	.41 acres	138.3-1-18	\$24,825.00		\$49,650.00	n/a	Open Space	The 0.41-acres of property is vacant, unused land. Added to the town owned surrounding property, it will allow us access through to locust Grove Dr. and offers considerable space to build a new community center.	n/a	07.17.2023 - Application received
Town of Northumberland/PLAN	18 Karat Farm Conservation Easement	75.2 acres	143.-2-26; 143.-2-25	\$199,951.00		\$399,902.00	\$199,951.00	Farm Protection	18 Karat Farm is a pristinely managed 75-acre horse farm located in the Town of Northumberland. The property on the East side of Beaver Street provides fertile pastures and scenic views. The West side offers a dense forested habitat and an east-west wildlife corridor. This parcel is one of the few remaining wooded tracts on Beaver Street.	\$174,298 (bargain sale) + \$25,653 (cash): \$199,951 from landowner (total)	7.27.2023 - Application received
			TOTAL REQUESTED:	\$283,357.00							



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
Michelle Granger, County Attorney
Therese Connolly, Clerk of the Board
Stephanie Hodgson, Director of Budget

CC: John Warmt, Director of Purchasing
Jason Kemper, Director of Planning and Economic Development
Bridget Rider, Deputy Clerk of the Board
Matt Rose, Management Analyst
Audra Hedden, County Administrator's Office

DEPARTMENT: Department of Planning & Economic Development

DATE: 7/25/2023

COMMITTEE: Trails & Open Space

1. Is a Resolution Required:

No, Discussion Only

2. Proposed Resolution Title:

3. Specific Details on what the resolution will authorize:

This column must be completed prior to submission of the request.

County Attorney's Office
Consulted

4. Is a Budget Amendment needed: YES or NO
If yes, budget lines and impact must be provided.
Any budget amendments must have equal and offsetting entries.

County Administrator's Office
Consulted

Please see attachments for impacted budget lines.
(Use ONLY when more than four lines are impacted.)

Revenue

Account Number	Account Name	Amount
----------------	--------------	--------

Expense

Account Number	Account Name	Amount
----------------	--------------	--------

Fund Balance (if applicable): (Increase = additional revenue, Decrease = additional expenses)

Amount:

5. Identify Budget Impact (**Required**):

No Budget Impact

- a. G/L line impacted
- b. Budget year impacted
- c. Details

6. Are there Amendments to the Compensation Schedule?

YES or NO (If yes, provide details)

a. Is a new position being created? Y N

Effective date

Salary and grade

b. Is a new employee being hired? Y N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification? Y N

Is this position currently vacant? Y N

Is this position in the current year compensation plan? Y N

7. Does this item require the awarding of a contract: Y N

a. Type of Solicitation

b. Specification # (BID/RFP/RFQ/OTHER CONTRACT #)

c. If a sole source, appropriate documentation, including an updated letter, has been submitted and approved by Purchasing Department? Y N N/A

d. Vendor information (including contact name):

e. Is the vendor/contractor an LLC, PLLC, or partnership:

f. State of vendor/contractor organization:

g. Commencement date of contract term:

h. Termination of contract date:

i. Contract renewal date and term:

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Human Resources Consulted

Purchasing Office Consulted

County Administrator's Office
Consulted

8. Is a grant being accepted: YES or NO
- a. Source of grant funding:
 - b. Agency granting funds:
 - c. Amount of grant:
 - d. Purpose grant will be used for:
 - e. Equipment and/or services being purchased with the grant:
 - f. Time period grant covers:
 - g. Amount of county matching funds:
 - h. Administrative fee to County:

9. Supporting Documentation:

- Marked-up previous resolution
- No Markup, per consultation with County Attorney
- Information summary memo
- Copy of proposal or estimate
- Copy of grant award notification and information
- Other Attached memo

10. Remarks:

See attached memo for summary of Trails and Open Space Updates