Issue # 5

What are the fiscal impacts of the project to the governmental units should any phase or section of the project not be completed as proposed; what is the public vulnerability should the project either fail or not proceed at its projected pace relating to on and off-site infrastructure for which cost-sharing has been proposed between the developer and local governments (e.g. drinking water plant improvements, road maintenance) or on-site private infrastructure that may be subject to eventual operation by the Town; what is the ability to provide municipal and emergency services to any section in light of the road design or elevation? Issue 5 was revised because Applicant withdrew the East Ridge development.

Principal Exhibits

- **Applicant Exhibit 81**, Applicant's Updated Information for Adjudicatory Hearing,
- **Applicant Exhibit 85**, Fiscal and Economic Impact Analysis Updated Report June 2010 with attachments.
- **Exhibit 226** (Attachments to Cover Letter: Conditions to Planned Development District Preliminary Plan attached to November 17, 2010 Town Planning Board Resolution; October 4, 2010 Letter from LA Group to John Storrin, and accompanying Applicant Responses to Town of Tupper Lake Planning Board relating to PILOT and FCIDA, pp. 1-11),
- **Exhibit 204** (Discussion Draft PILOT agreement for FCIDA),
- **Exhibit 90** (Applicant's response to discovery with cost estimates - PRO4)

(Exhibit 21, February 2006 Response to May 2005 NIPA)

Witnesses

Shanna Ratner	June 1, 2011	for Protect the Adirondacks! Inc.
Terry Elsemore	June 1, 3 2011	for Applicant
James Martin	June 1/2/3 2011	for Applicant
Scott Pierce	June 2, 2011	for Applicant
John Bouck	June 6, 2011	for Village of Tupper Lake
Curtis Wilson	June 6, 2011	for Applicant/Village of Tupper Lake
Adore Kurtz	June 6, 2011	for Applicant
Eduardo M. Hernandez	June 6, 2011	for Applicant
David Norden	June 7/8, 2011	for Protect! the Adirondacks
Scott Brandi	June 8, 2011	for Applicant

Agency of Development Consideration # 37

d. Governmental considerations

(1) Governmental Service and Finance Factors

(a) ability of government to provide facilities and services.

(b) Municipal, school or special district taxes of special district user charges.

e. Government review considerations

(1) Governmental control factors

(a) Conformance with other government controls

The Project still must obtain, at a minimum, following permits or approvals:

- NYS DEC storm water and waste water approval
- NYS DOH realty subdivision approval
- Attorney general approval of all home owner associations
- Franklin County IDA pilot approval
- Joint planning board final plat approval

Local Government Institutions Involved

- Town of Tupper Lake
- Village of Tupper Lake
- Tupper Lake Joint Planning Board
- Proposed Sewer District 27
- Proposed Water District 27
- Town Highway Department
- Village Electric Department
- Tupper Lake School District
- Tupper Lake Volunteer Fire Department

Project Capital Construction

- Installation of roads and stormwater management infrastructure
- Electric transmission lines
- Water supply (capacity, storage and distribution)
- Major equipment such as for road maintenance, fire protection or emergency services
- Site preparation (clearing, grading , environmental controls)

Responsible Parties

Exhibit 21, page 33; Exhibit 226 Applicant response to Town Questions

- **Preserve Associates, LLC** (except for capital investment related to the ski area and marina)
- **Big Tupper, LLC** (Ski area)
- **Tupper Lake Boat Club LLC** (Marina)
- **Orvis Corporation** (branding and fly fishing school @ marina)
- **New Transportation Corporation** (private wastewater treatment facility)
- **Master Homeowner Association** (architectural review, forest management, some property ownership and maintenance including operation expenses related to Town roads within the project)
- **Neighborhood Homeowner Associations** (certain neighborhood improvements and common areas)
- **Lot purchasers** (will become responsible parties related to infrastructure to be funded under the proposed Franklin County Industrial Development Authority "PILOT" bond financing arrangement)
- **Additional entities** related to properties in the rental pool and limited commercial services such as hospitality and food/restaurant within the project.

Project Timing

Phases.

- **“**The project sponsor has identified a four-phase build out of the project with the recognition that the “phasing plan has been updated is adaptable to future changes should market conditions change.”

- "The ACR will minimize risk by starting development where demand is expected to be highest and infrastructure cost lowest, i.e. east of Read Road. Early sales of Great Camp Lots will be an indispensible source of funding for the ACR in any economy. " (Exhibit 81, page 45; Exhibit 85, page 34)

Sections for final subdivision plats.

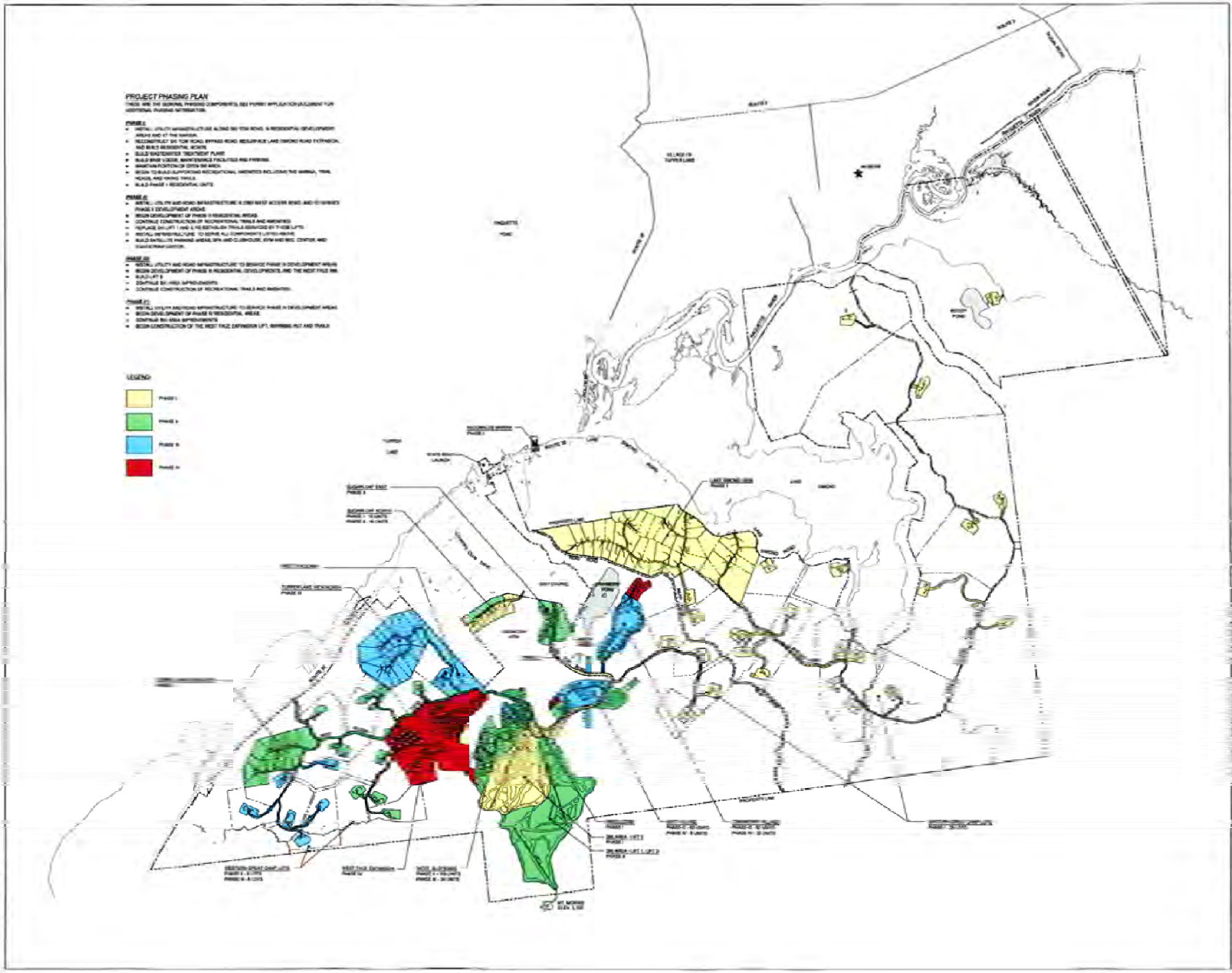
- Town of Tupper Lake Conditions for the Preliminary PDD approval, indicate that the four phases will be further broken into sections related to final plats proposed for Town approval depending on circumstances at the time of presentation to the Town. (Exhibit 226, page 7)

Phase I—(Years 1 – 3)

Total estimated build-out is 83 residential units over a three-year period:

- Lake Simond View
- Sugarloaf North
- 24 of the Great Camp Lots

(Exhibit 85)



NEW YORK STATE
Adirondack
parkagency

Phase I infrastructure for which Preserve Associates LLC is the responsible party

Startup (shared):

- Wastewater Treatment Plant (initial)
- Off-site Village water supply improvements
- Water Tank Access Road
- Potable/drinking water tank
- Site electric
- Wetland mitigation
- Bypass road construction (Great Camps)
- Lake Simond Road Extension improvements (Great Camps)

(Exhibit 85, Table II-4)

Phase I infrastructure for which Preserve Associates LLC is the responsible party

Lake Simond View Neighborhood:

- Environmental Controls
- Clearing
- Earthwork and grading
- Roads
- Water supply
- Sanitary Sewer
- Storm Sewer
- Driveways
- Signage
- Landscaping

(Exhibit 85, Table II-4)

Phase I infrastructure for which Preserve Associates LLC is the responsible party

Sugarloaf North Neighborhood:

- Environmental Controls
- Clearing
- Earthwork and grading
- Roads
- Water supply
- Sanitary Sewer
- Storm Sewer
- Driveways
- Signage
- Landscaping

(Exhibit 85, Table II-4)

- Total projected Phase I infrastructure costs(excluding ski area): $15,407,071 (Exhibit 85, Table II-4)

- Shared infrastructure costs are estimated at $8,665,398

  (Exhibit 85, page 34)

- Projected first phase FCIDA bond issue to generate $10,317,939

  (Exhibit 85, page 39).

- Total projected sales for Phase I are estimated to be $91,086,313. Unit prices will range from $700,000 for duplexes at Sugarloaf North to $5,000,000 for Great Camp lot A. (Exhibit 85, page 34)

Phase I infrastructure for which Big Tupper LLC is the responsible party: Ski Area

- Application fiscal report describes Phase I objective as new lodge, some snowmaking improvements and one lift replaced, total amount $6,486,633. (Exhibit 85, p. 34)
  - The cost estimate footnotes (Exhibit 85, p. 34) indicate detailed potential Phase I capital expenditures for the ski area (Delaney Construction estimates, Exhibit 90, PRO-4):
    - Site preparation, year-one removal of old lodge, etc. - $403,000
    - New lodge by year-three - $3,537,000
    - New ski mountain facilities (includes 4 lifts and snowmaking) - $4,330,000

Note that ski area costs are not included in the Exhibit 85, Table II-4. Exhibit 90, PRO-4 indicates temporary lodge and food service facilities in year 2, without cost assigned.

Phase I infrastructure for which Tupper Lake Boat Club, LLC is responsible: Marina

Applicant projects Phase I amenity improvements *including the Marina* at $1,304,025. (Exhibit 85, page 34)

The detailed cost estimate sheets indicate that the cost of all Phase I improvements to the marina will be $1,150,727. (Exhibit 90, PRO-4, Delaney Construction estimate sheet 1)

Phase II (years 4-8):

- The total build-out in Phase II is 203 residential units.
  - West Slope Side: SFD and Townhouses
  - Sugarloaf North: Townhouses
  - Sugarloaf East: Townhouses
  - Tupper Lake View South SFD's
  - Nine Western Great Camp Lots

Phase II Infrastructure is projected to total $17,700,663 (Exhibit 85, Table II-4) and includes the following:

- Construction of the West Access Road
- Electric Infrastructure
- Misc. General Improvements
- Neighborhood infrastructure for West Slopeside, Base quarter shares, Sugarloaf North (con't) and Sugarloaf East.

Phase II shared infrastructure cost is projected at $8,015,239 (Exhibit 85, p. 35).

Phase II FCIDA bond revenue projected to be $8,051,031 (Exhibit 85, p. 37).

Phase II infrastructure for which Big Tupper, LLC is responsible: Ski area improvements

Phase III (years 9-12)

Phase III for which Preserve Associates, LLC is the responsible party:
The estimated build out in Phase III is 207 residential units:

- West Slope Side
- East Village
- Cranberry Village
- Construction of the West Face Inn
- Tupper Lake North
- Six Western Great Camp Lots

Total sales for 207 residential units in Phase III projected to be $157,897,333 (Exhibit 85, p. 36).

Phase III for which Big Tupper, LLC is responsible: Ski Area

Phase IV (estimated years 13-15)

The total estimated build out of Phase IV is 158 residential units over the three-year period of Phase IV and includes the following construction:

- The remainder of Cranberry Village
- The remainder of East Village
- West Face Expansion

The project, including infrastructure costs, is proposed to be funded through a combination of private indebtedness, proceeds from sales, developer equity and revenue from industrial development agency (IDA) revenue bonds. (Exhibit 85, page 36 – 37).

Infrastructure Build-Out (General)

Applicant projects the total public improvement cost for the project infrastructure is $35,980,863 (roads-inclusive of storm drainage facilities, water, sewer, electric, and a contingency allocation of 10 percent, and excluding marina and ski area). (Exhibit 85, Table II-4).

This infrastructure will be built by various responsible parties and owned and operated by both public and private entities.

Infrastructure Build-Out (General)

(CONTINUED)

- All public roads, sewer and water system extensions and connections will be installed according to municipal specification. Construction of public roads and extensions of the water sewer system will be subject to inspection and approval by the Town inspection staff or their duly authorized representative. (Exhibit 85, page 25)

- Upon completion of infrastructure construction, formal dedication and transfer of ownership of public infrastructure will be subject to formal acceptance by the respective Town or Village Board by an approving resolution of the board. (Exhibit 226)

Roads

- The proposed project will have approximately 10 miles of new roads to be dedicated to the Town (Exhibit 85, page 23-26)
- Roads (and other infrastructure) will be constructed only on as-needed basis as the project is built out;
- The developer promises to provide funds to the Town to pay for maintenance of public roads within the project site;
- The Bypass Road and Lake Simond Road Extension (5.38 miles) will be private roads that require no Town maintenance. (Exhibit 81, page 14)
- There will be no road or special assessment districts; a new truck and two new workers will be required to meet the increased service demand (Exhibit 81, page 5)

See Exibit 83, TR-1; Exibit 85, Page 24

The cost of road construction is estimated at $12,479,661. (Exhibit 85, Page 25)

Master Homeowners Association

- The project sponsor proposes the formation of a master homeowner's association (HOA) whose members will pay annual dues, a portion of which will be used to directly offset highway maintenance costs.
  - An annual payment of over $409,000 (projection based on the per capita cost of highway maintenance in the Town) will be made by the HOA to the Town as a complete offset of maintenance costs on the 10 miles of public roads on the project site.
  - The annual payment will be in addition to the Town's general revenues from the project that go to the Highway Department through the Town budget.
  - No increase in costs to the Town Highway Department as a result of maintaining the additional 10 miles of roads. (Applicant Closing Brief September 23, 2011, page 133)

Connection to Public Infrastructure:

The project proposal includes development of Sewer District # 27 and a new pump station with connection to existing Sewer District #23.

- Lake Simon View Development (consists of 44 single family detached homes)
- Two Great Camp lots (27 and 28) (Stipulation on Hearing Issue 4)
- Wastewater from Sewer District 27 will discharge to the existing Sewer District 23 sewer line in Lake Simond Road. Application asserts there will be no costs to District 23 users and any changes to the rate structure established for this expanded use of District 23 will be assessed to the new lots on the project site in proposed Sewer District 27. (Exhibit 81, page 13; Exhibit 226)
- The main sewer line and lateral stubs up to the lot property lines will be installed with Bond Funding. Everything within the lots will be the responsibility of the lot owners. (Exhibit 226, Applicant's Response to Town Questions, page 6)

Development of a Private Sewer System:

A private sewer system with an on-site treatment plant and on-site collection system will provide services to the following:

- Remaining areas of the project
  - Nineteen Great Camp lots 1 – 19
  - 586 service connections

Construction, Ownership and Cost of the Wastewater Treatment Facility:

- The Wastewater Treatment Facility will be constructed in the four phases proposed for project construction.

- A Transportation Corporation will privately own and operate the system pursuant to Article 10 of the NYS Transportation Corporation Law.

Construction, Ownership and Cost of the Wastewater Treatment Facility:

(CONTINUED)

- The formation of the Transportation Corporation will require the consent of the Tupper Lake Town Board

- Project plans for the facility must be approved by the NYS Department of Environmental Conservation

- Total capital costs of sewer service installation, treatment plant collection system and contingency for the entire project is $10.4 million. (Exhibit 85, page 25)

Town Authorization and Bonding Requirements:

- By statute the Town is authorized to require the posting of a performance bond for the construction of the sewage treatment facility (costs for labor, material and construction; maintenance and operation for a period of at least five years).

- The statute gives the Town financial guarantees that the private sewage treatment plant will be constructed and operated. No obligation on the Town or Village to undertake facility operation in the event the project fails. (Applicant Closing Brief September 23, 2011, page 153)

- The Town can require the stock of the sewage-works corporation be placed in escrow with title to the stock passing to the Town in the event of the failure to complete construction, abandonment, or discontinuance. (Applicant Closing Brief September 23, 2011, page 153)

Impact to Town:

- In the event of abandonment, project failure, or discontinuance, the Town Board has the right, but not the obligation, to continue the maintenance and operation of the system at established rates with costs assessed against the users.

- Project failure provides the option for the Transportation Corporation to be sold to a new private owner. (Applicant Closing Brief September 23, 2011 page 153)

- Shanna Ratner, on behalf of Protect the Adirondacks!, Inc. testified that the Village might incur the costs if the private wastewater treatment system was not fully constructed or had excess capacity at the time of possible default by the Project Sponsor or if the sewer transportation corporation was formed but failed to manage the private system effectively or defaulted. (APA Project Hearing Staff Closing Statement, September 23, 2011, page 53.)

The Adirondack Club and Resort will connect to the Village of Tupper Lake Municipal Water through establishment of a new Town Water District # 27

A description of the water system:

- 64,000 linear feet of eight-inch diameter and 13,000 linear feet of six-inch diameter, cement lined force main will convey water from the Village supply to the development
- 15 miles of transmission lines
- Water storage tank located on the Big Tupper Ski Area allowing gravity feed to most areas of the development
- Variety of pumping stations
- The Village of Tupper Lake has stated that the municipal system has the capacity to supply water to Phase I of the project. The project will cost share with the Village with regard to improvements of the water supply system and the Village will supply water to serve all phases of the project. Costs for all water infrastructure (water lines, pump stations, water storage tank) within the project site will be paid by the developer.

  (Exhibit 81, page 13)

The Adirondack Club and Resort will connect to the Village of Tupper Lake Municipal Water through establishment of a new Town Water District # 27

- "The total capital cost for water system installation on and off the project site, including upgrades to the Tamarack Booster Station and the cost share of the treatment plant upgrades is $9 million. (Exhibit 85, Page 27)

- Offsite water payment" to the Village in year-three, at the completion of Phase I, is proposed to be $1,213,150 . (Exhibit 85, Table II-4)

- "The ACR will pay its proportionate share of any capital expenditure by the Village to provide water to it. The amount and timing of any payment cannot be determined because Village plans, i.e. wells, a new plant or a plant expansion, are not finalized. The Village has excess water capacity available for the ACR, and pursuant to its agreements with the Town, has agreed that ACR activities and residents will pay appropriate user fees." (Exhibit 81, Applicant's Updated Information for Adjudicatory Hearing June 2010)

The proposed project will connect with the Village of Tupper Lake Municipal Electric system and will be served by municipal electric

- 2.75 miles of overhead distribution lines
- 2.0 miles of three-phase underground distribution lines
- 10 miles of single phase and two phase underground distribution (mostly associated with housing development in the housing types shown in the Phasing Plan)
- The rebuild of 1.3 miles of existing three phase single circuit overhead distribution line to three phase double circuit overhead distribution line
- The rebuild of 1.1 miles of existing single phase overhead distribution line to three phase single circuit overhead distribution line over the build out of the project

The cost for the upgrade of these electric services is estimated at $2,424,281, The total of these capital construction costs are anticipated over all phases of the project. (Exhibit 85, page 28)

Impact to Village Electric Department

- The developer will be responsible for furnishing and installation of the electric utility primary distribution infrastructure.
- If the installation meets electric utility material and construction standards of the Village Electric Department, the Village of Tupper Lake Municipal Electric Department can assume ownership, and operation and maintenance for those facilities would be paid by user fees from within the project.
- "The Tupper Lake municipal electric utility would be able to develop an agreement with the developers to mitigate any burden to the utility and its existing customers should the full build-out of the AC& R project take longer than is currently forecast, or even never be substantially realized." (Pre-Filed Testimony John Bouck and Curtis Wilson, page 15)

Electric Underground Distribution:

- An additional five (5) to six (6) mile section of single phase underground distribution will be required for service to the portion of the Great Camps and possibly other facilities not near the electric utility facilities.

- The underground distribution will be privately constructed to municipal electric utility standards and will not be owned by the Village of Tupper Lake municipal electric utility. (Exhibit 85, page 27)

Issues related to water, sewer, electric and road infrastructure owned or maintained by the Village or Town were contested by opponents in the hearing and closing statements and remain subject to formal agreements with the responsible municipality

The Franklin County IDA is proposed to be the conduit for a bond issue for public infrastructure for the project through a payment-in-lieu of taxes PILOT program.

- Roads (inclusive of storm-drainage facilities)
- Water
- Sewer
- Electric
- Contingency allocation of 10%

May 2006 application to FCIDA; April 2007 FCIDA public hearing. "With the issuance of the bonds to finance the project in an amount not to exceed the lesser of the project cost or $50,000,000". (Applicant Reply Statement, Section 3, Pages 2-3)

Four-Phases of the Bond:

Bonds are proposed to be issued in the following amounts for the four phases of the project build-out:

- Phase 1 $10,317,939
- Phase II $12,301,185
- Phase III $ 8,051,031
- Phase IV $ 5,310,708

Total of four bond issues: $35,980,863 (Exhibit 85, page 38)

"Therefore, debt will be incurred incrementally and at a pace that it is linked to sales as they occur." (Exhibit 85, page 37)

- The PILOT agreement would be a contract between Preserve Associates, LLC, as the Company, and the Franklin County Industrial Development Agency as the Agency.

- "The Franklin County IDA Board has been advised by its bond counsel that it would be reasonable to conclude the ACR is a commercial activity under the IDA Act that achieves the State's policy of preventing unemployment and economic deterioration and that the contemplated infrastructure bonds could be exempt from federal income tax." (Exhibit 204, page 2)

- Through the PILOT the FCIDA will have a controlling interest in the facility and this is usually done by lease or deed. It is this controlling interest by the FCIDA that enables the FCIDA payments to be exempt under the PILOT agreement. (Exhibit 201, page 1)

- The proposal is for the Franklin County IDA to issue and sell tax exempt bonds. The sales can be to underwriters or larger institutional investors, the IDA would look "to the revenue stream from the project for the funds to pass through to the investors as interest payments on the bonds." (Applicant Reply Brief September 23, 2011, page 151)

- No infrastructure development costs will be funded by bond issuances until project sales support the infrastructure needs and the revenue necessary to fund both bond debt service and PILOT payments to the town, county, and school district." (Exhibit 204, page 3)

- "No municipal bonds will be issued and no taxpayer money will be invested or at risk. The FCIDA bond will be purchased by private investors and the ultimate obligation for debt service payment will be on the property owners within the project." (Exhibit 204, page 3)

- The project proposal calls for one blanket PILOT Agreement. As individual lots are sold, the owners of those lots will enter into separate PILOT Agreements and PILOT Mortgages covering only their respective lots. (Exhibit 226, page 7)

- Collection of PILOT payments are done to the FCIDA and the Agreement that will be developed between FCIDA and Preserve Associates will set forth remedies in the case of default or breach of the contractual arrangements. (Exhibit 201, page 1; Exhibit 226)

The Payment "In-Lieu" of Taxes/ Proposed PILOT Terms:

A "tiered" structure will be used for the PILOT payments:

- Tier One will be on the land the Developer has not yet transferred. (Exhibit 226, page 7)
- Tier One will require PILOT payments in an amount equal to the then current tax rate multiplied by an assessment based on the purchase price of the property.. (Exhibit 204, page 4)
- Tier Two will apply to individual lots after sale and reassessment. At Closing a Tier 2 property owner will enter a PILOT agreement/mortgage with the IDA for the individual property and improvements and will make PILOT payments. (Exhibit 204, page 4)
- All Tier Two lots will be reassessed upon sale, improvement with a home, and upon a town-wide revaluation. (Exhibit 204, page 4)

- Under standard assessment practices, based on the purchase prices of the property the assessed value will increase from $2,868,500 to approximately $5,775,000 representing a 101% increase.

- The current combined tax rate of $76,502.90. New assessment will increase in-lieu property tax revenues under the proposed PILOT payments to the taxing jurisdictions of $154,019.

- Proposed distribution: $83,170 to the school district, $40,045 to the county, $30,804 to the town.

- This is the assessment that will remain in place until the sale of a residential unit when the unit will transition to the second tier of the PILOT.

- The second tier will raise the assessed value to an amount which reflects the fair market value of the improved property. Amount established by the projected values of the market study.

(Applicant Reply Brief, page 8-9)

The Payment "In-Lieu" of Taxes/ Proposed PILOT Terms *(CONTINUED):*

- Annual PILOT payments will cover the debt service on the infrastructure bonds and the balance will be distributed in lieu of taxes among the town, school district and county. (Exhibit 204, page 4)
- The PILOT term is anticipated to be 25 years from the date of sale. (Exhibit 85, page 57) or 20 years from the date of sale. (Applicant Reply Brief October 24, 2011)
- Applicant and municipal parties consider this to be a financing and timing issue that is necessarily in balance at the time each section of any final plat is presented for approval prior to any offering of lots for sale. Reply statements of Town of Tupper Lake and applicant.

Beyond the PILOT:

- Once the Agency/FCIDA does not have a controlling interest, the property would be subject to real property taxes at the then current rate.

- At the end of the bond term when payment is made in full, the PILOT mortgage is satisfied and the lien(s) of the PILOT mortgage is released. If the Tier One or Tier Two responsible party fails to make a PILOT payment, the bond would specify conditions related to default and FCIDA could foreclose on that mortgage.

Impacts on Phasing, Project Sales and Public Vulnerability:

- Project failure or shortfall would occur because of a decline in revenue of the project due to slowed or halted sales of residential units. (Exhibit 81, page 54)
- A decline in revenue could also occur as a result of sales of residential units for less per unit than projected by the project sponsor. (APA Closing Statement, September 23, 2011, page 51)
- The transcripts and closing statements of project opponents contest value projections used to describe the PILOT arrangement and projected revenues to the towns.
- Cross-examination of the Project Sponsor's experts revealed that the project application does not provide a reliable basis for projecting either the number of residential units likely to be sold, or the likely sales price of those units. (APA Closing Statement, September 23, 2011, page 51)
- David Norden, witness to Protect!, Terry Elsemore and Jim Martin, both witnesses for the Applicant, "actually agreed on quite a few points starting with the poor state of the current economy." (Applicant Closing Brief, page 155)

Impacts on Phasing, Project Sales and Public Vulnerability:

- "The experts will continue to disagree on annual revenues to be generated by sales in an unstable market." (Applicant Closing Brief, page 155)
- In the event of a default of failure of the project, the Franklin County IDA has the authority to terminate the lease; the real property tax exemption is ended and the ACR project property is returned to the municipal tax rolls. The PILOT agreement is no longer effective. (Exhibit 204, page 2)
- "The project phasing and financing plan take a methodical and incremental approach to development. Therefore the cost associated with the extension of public infrastructure and the cost for maintenance is not beyond the means project-related revenue at any year during the development process." (Exhibit 81, p. 54)

What is the ability to provide municipal and emergency services to any section in light of the road design or elevation?

Issue of access to residences in steep or high elevation locations has been mitigated through project redesign to eliminate East Ridge.

Emergency Medical Services:

- The Tupper Lake Volunteer Ambulance and Emergency Squad will provide emergency response and transportation services to the project site-they are headquartered approximately 1.5 miles from the project site.

- The Squad has the capacity to main 3 fully equipped ambulances and a rescue truck. There is one paid driver that provide service on a twenty-four hour, seven days per week basis.

- The Emergency Squad has a history of responding to emergencies at Big Tupper Ski Area (Exhibit 85, page 14)

Police Services:

- The New York State Police are responsible for providing police protection throughout the Tupper Lake area including the Town of Tupper Lake.

- Police services within the Village limits are provided by the Tupper Lake Police Department, approximately three miles from the project site.

(Exhibit 85, page 13)

Fire Prevention Services:

- The Tupper Lake Volunteer Fire Department will be the provider of fire protection to the site.

- The Department has a staff of two full-time drivers that operate the station twenty-four hours a day, seven days a week and 60 active volunteer members.

- The Department has indicated they can meet the demands of the project. (Exhibit 85, page 13)

- The only issues raised in the record on this question concern the ability of the Village of Tupper Lake Fire Department to provide services to portions of the project due to roads with steep grades and due to the lack of availability of water for fire-fighting purposes to serve the Great Camp Lots. (APA Project Hearing Staff Closing Statement September 23, 2011 page 54)