

**Adirondack Park Agency Board Questions/Answers
Project 2005-100, Preserve Associates, LLC
(Adirondack Club and Resort Project)**

Thursday, November 17, 2011

- 1. Clarify the statute language for Resource Management. ("encourage proper and economic management of forest, agricultural and recreational resources and preserve the open spaces... Resource Management lands will allow for residential development..." ("Purposes, policies and objectives" under APA Act §805[3][g][2])**

Pursuant to APA Act §809(10)(b), when an activity is listed as a compatible use, "there shall be a presumption of compatibility with the character description, purposes, policies and objectives of such land use area." As explained in §805(3)(a), both primary and secondary compatible uses are "generally" compatible with the land use area involved as long as the activity is undertaken in compliance with the applicable overall intensity guideline, with the caveat that the compatibility of secondary uses is also dependent on "their particular location and impact upon nearby uses." When an activity is not listed as either primarily or secondarily compatible, there is a presumption that the activity would not be compatible with the land use area, with the burden of proving compatibility falling on the Project Sponsor. (See APA Act §809[10][b]).

Forestry, agricultural, and open space recreation are primary uses in Resource Management areas; single family dwellings and mobile homes are secondary uses (§805[3][g][4]). Accordingly, all of these uses are presumed compatible on Resource Management lands, provided the number of principal buildings complies with the overall intensity guidelines, and dependent upon the location and impact of the residential uses. (See APA Act §805[3][a])

- 2. Describe McCormick and Read Road in more detail.**

Both McCormick Road and Read Road are "privately owned roads that traverse the center of the project site" (Exhibit 6, p. 5). McCormick Road provides access to the former Follensby lands (June 21, 2011, Transcript, pp. 3562-63), while Read Road provides access to lands owned by the Read family. (See Birchery Camp Closing Statement, September 20, 2011; Little Simon Properties, Inc. Closing

Remarks for the ACR Adjudication Hearings on Project No. 2005-100, September 19, 2011)

3. Eastern Great Camp Lots electric lines maintained by the HOA?

No. The Eastern Great Camp Lots will not have an HOA and each will be considered a Non-Homeowner Association lot. "Prior to any earthwork or construction on any of the Great Camp Lots...the Project Sponsor shall submit a report to the lot owner and the Agency certifying that the lot layout, building plans, grading plans, stormwater management and erosion control plans, wastewater treatment, road construction, water supply, electric, energy conservation and efficiency measures, landscaping plans and exterior lighting are compliant as conditioned herein." (See Revised Draft Order, p. 64)

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. (See Exhibit 85, Fiscal and Economic Impact Analysis, p. 27)

There is nothing in the record about utility line maintenance to the Eastern Great Camp Lots (A-H).

4. In addition to the Master HOA is it possible there will be other HOA's?

Yes. The residential areas on the project site will be organized as either Non-HOA areas or as Neighborhood Homeowner Associations. The Non-HOA areas are proposed to be designated so, "The purchasers of the Great Camp Lots and the single family dwellings in the Lake Simond View Neighborhood would have the right, but not the obligation, to join the ACR-HOA" [the Master Homeowners Association]. (See Revised Draft Order, Finding #81, p. 23)

The proposal also includes the establishment of Neighborhood Homeowner's Associations (NHOA) for all other residential areas not designated as Non-HOAs. "The remaining single family and multiple family dwellings would belong to one of the six or more proposed NHOAs." (See Revised Draft Order, Finding #82, p. 23)

5. ***If not the HOA would there be additional deed restrictions proposed that would impose restrictions to Great Camp Lots such as mowing, etc?***

The Applicant's Updated Information for Adjudicatory Hearing, June 2010 provides the proposed and updated "Property Design, Architectural and Maintenance Standards" to accompany the Declaration of Covenants and Restrictions for Non-HOA Single Family Lots. The proposed standards address general design considerations, site planning and design, architectural and maintenance standards, tree and vegetative cutting restrictions, landscaping and site features and construction guidelines. (See Exhibit 82, Attachment 23)

A Draft Declaration of Covenants and Restrictions is proposed by the Project Sponsor for Non-HOA Single Family Lots. (See Exhibit 23, TAB#29) The Declaration does not create a HOA for the properties but does require compliance with the Architectural Guidelines. (See Revised Draft Order, Finding #86, p. 24) Article V of the Draft Declaration proposes to incorporate the terms of any approved permit by the Agency into the Declaration.

Proposed Condition #'s 37, 38 and 39 of the Revised Draft Order regarding Non-HOA lots provide for a review process to determine that the proposed lot layout, site development and building plans of a Non-HOA lot are in compliance with the project plans and the Property Design, Architectural Guidelines and Maintenance Standards.

The Applicant has agreed to a deed restriction regarding the Great Camp Lots now incorporated as draft Condition #40 in the Revised Draft Order. The condition addresses restrictions on principal buildings and further subdivision. (See letter dated October 23, 2011 to Paul Van Cott from Thomas Ulasewicz for the Applicant, attached to Agency Hearing Staff Reply, October 24, 2011)

6. ***HOA involves financial obligations, the ones that don't join what would be their obligation?***

There will be no financial obligation other than user fees for electricity, water, sewer and private road, as applicable, and taxes or PILOT as applicable.

7. Maintaining stormwater devices not part of the road?

"The project layout plans (LA-1 through LA-21) illustrate the proposed Town road rights-of-way, the areas where the town will be responsible for construction and maintenance of stormwater devices, and the areas where builders will be responsible for construction and maintenance of stormwater basins." (See Exhibit 21, pp. 94-95 and Exhibit 83, Drawings TR-1, LA1, LA21)

8. Did last 2 storm events reveal anything to Project Sponsor or staff that caused changes to stormwater plan?

Agency Executive Staff addressed this concern during the November meeting.

9. What value wetland is near Ski Tow Road? And the value of the filled wetlands?

The wetlands are described in the permit application. Based on the vegetative covertype, they consist of a Value 1 wetland associated with McDonald's Marina and Value 2 and 3 wetlands at the remaining sites delineated by the Project Sponsor.

10. Where in record documents request for Stormwater Plan to meet 2010 standards?

"...The Department finds the current approach to be inadequate in addressing the above issues and requires that the plan be revised to be in compliance with the new technical standards (Design Manual 2010)..." (See DEC letter dated October 18, 2010, in Stipulation on Hearing Issues #3 and #9, p. 3, under heading SPDES Stormwater SWPPP; see also June 23, 2011 Transcript, Attachment B [LaLonde Pre-file], p. 12, line 23, p.13, line 1)

11. What's not included in the Open Space area?

Drawing R-1 of the June 30, 2010 project drawings, Exhibit 83, depicts three types of Open Space: Type 1, Type 2 and Type 3. The three types of Open Space areas are indicated on the plan R-1 in three different shades of grey as provided on the drawing's legend. The areas indicated in white within the limits of the project boundary are areas proposed to not be included in one of the three types of Open Space areas.

12. Yellow area includes part of the ski area, green also ski area?

Yes. The yellow area in the vicinity of the existing ski area on the color version of the project Phasing Plan, PH-1, depicts the portions of the Ski Area that will include proposed activity in Phase I of the project, years 1-3. The green area to the east of the yellow area described above and in the vicinity of the ski area on the colored version of the phasing plan, PH-1, depicts proposed project activity for the ski area in Phase II of the project, years 4-8.

13. Phase I designed to produce a fully functional ski area?

"As proposed the renovation and operation of the Ski Area by the Project Sponsor will only occur if the Project Sponsor believes that residential sales within the proposed project justify the investment in the Ski Area and related improvements. The Project Sponsor does not propose any significant improvement to the Ski Area until at least three years after the project is approved." (See Revised Draft Order, October 2011, p. 49)

Phase I anticipates the following: (See Exhibit 81, p. 12; Exhibit 85, Table II-12)

- Rehabilitate the Lift 2 portion of the ski area (Year 1)
- Construct the ski maintenance building and paved parking (Year 2)
- Construct the permanent base lodge, parking, bridges, driveways, pond and landscaping (Year 3)
- Replace Ski Lift 2 (Year 3)
- Rehabilitate existing ski trails and begin upgrading of snowmaking (Year 3)

The objective appears to be a fully functioning ski area through the transition to new parking and a new lodge. (See Exhibit 35, Tab 7; Exhibit 85; and Exhibit 90, PRO-4 [Delaney Project Cost Estimates])

14. Difference between Phase I and Phase II?

Phase II includes rehabilitation of the Lift 1 and Lift 3 portions of the ski area and of existing ski trails. Snowmaking upgrades will continue in Year 4. (See Exhibit 81, p. 12) Year 7 will include a replacement of Ski Lift 1

and the demolition and replacement of Ski Lift 3. (See Exhibit 85, Table II-12)

15. Come back with a better slide if there is a better one in the record on Phases I and II.

See Revised Draft Order, pp. 17-18.

Phase I Components (years 1-3)

Resort Development:

Year 1

- install electric infrastructure along Ski Tow Road and at the Marina;
- begin to install utilities and roads in Phase I residential areas;
- reconstruct Ski Tow Road;
- rehabilitate the Lift 2 portion of the ski area;
- construct the new potable water storage tank;
- construct Bypass Road;
- construct the Marina;
- construct wetland mitigation areas; and
- construct one Resort maintenance building.

Year 2

- construct the water tank access road and piping;
- improve Lake Simond Road Extension;
- demolish existing Ski Lift 2;
- construct the wastewater treatment plant;
- construct the ski maintenance building and paved parking; and
- construct the terrain park.

Year 3

- make off-site water improvement payment to Village;
- construct wastewater treatment plant;
- construct the permanent base lodge, parking, bridges, driveways, pond and landscaping;
- demolish the existing T-Bar;
- replace Ski Lift 2;
- rehabilitate existing ski trails; and
- begin upgrading snowmaking on mountain.

Residential Development:

- install utilities, roads, driveways, signage, and general landscaping and prepare building sites in Phase I residential areas (years 1-3);
- sell lots to construct 9 detached single family homes in Sugarloaf North adjacent to the golf course (years 1-3);
- sell lots to construct 44 detached single family homes in Lake Simond View (years 1-3);
- sell lots to construct the 16 eastern small Great Camps (years 1-3); and
- sell lots to construct the eight large Great Camps (years 1-3).

Phase II Components (years 4-8)

Resort Development:

- reconstruct Country Club Road (year 4);
- install utilities along West Access Road and to service Phase II Resort Development Areas;
- rehabilitate the Lift 1 and Lift 3 portions of the ski area;
- rehabilitate existing ski trails (year 4);
- continue upgrading snowmaking on mountain (year 4);
- upgrade Cranberry Pond snowmaking line (year 4);
- construct the Equestrian Center (year 4);
- construct the Lift 1 Warming Hut (year 4);
- construct six of the Art Cabins in the base area (2 each in years 4, 5 & 7);
- construct the Ranger Cabin (year 5);
- construct the Skier Services building (year 5);
- construct Magic Carpet (year 5);
- construct east satellite parking (years 5 & 6);
- construct West Access Road (year 6);
- demolish existing Ski Lift 1 (year 6);
- install ski area lighting (year 6);
- construct the Spa/Clubhouse in the base area (year 6);
- replace Ski Lift 1 (year 7);
- demolish Ski Lift 3 (year 7);
- replace Ski Lift 3 (year 8);
- construct west satellite parking (year 8);

- construct the Gym and Recreation Center (year 8); and
- construct one Resort maintenance building (year 8).

Residential Development:

- install utilities, roads, driveways, signage, and general landscaping and prepare building sites in Phase II residential areas (years 4-8);
- construct 109 townhouse units in West Slopeside (years 4-8);
- sell lots to construct 17 single family homes in West Slopeside (years 4-8);
- construct the remaining 18 duplex units in Sugarloaf North (years 4-6);
- construct 32 townhouse units in Sugarloaf East (years 4-7);
- sell lots to construct 18 detached single family homes in Tupper Lake View South (years 6-8); and
- sell lots to construct 9 of the small Great Camps.

Drawing PH-1 of Exhibit 83 prepared by the Applicant illustrates the proposed phasing for the project. A color version of the same plan was provided by the Applicant in their Closing Statement, September 23, 2011. A more detailed drawing of the proposed project phasing does not exist in the record.

16. *Lake Simond view in Phase I, do Great Camps have access or frontage to Lake Simond?*

See Transcript, June 23, 2011, Attachment B [LaLonde pre-filed], p. 15, line 23; p. 16, line 2; and p. 17, lines 13-17.

Testimony of Agency Hearing Staff, Shaun LaLonde, provides that a review of Drawings MP-2 and MP-3 from the June 2010 project plans indicates "...it appears Great Camp Lots A,C,E and F are shoreline lots. Moody Pond for Lot A and Lake Simond Pond for Lots C,E and F." (See June 23, 2011 Transcript, p. 4008, lines 14-16) Further testimony by LaLonde indicates that "...it appears Great Camp Lots Twenty-six and Twenty-nine are shoreline lots (Lake Simond Pond)." (June 23, 2011 Transcript, p. 4009, lines 2-4)

17. Is the Open Space part of the Phasing Plan?

The Type 1 Open Space is comprised of the Great Camp Lot lands outside of the 3-acre development sites. Great Camp Lots 16-31 and A-H are proposed to be conveyed as part of Phase I, while Great Camp Lots 1-15 are proposed for conveyance in Phases II and III. Pursuant to a letter from Thomas Ulasewicz to Paul Van Cott, dated October 23, 2011, upon conveyance all of these Great Camp Lots will be subject to deed restrictions preventing further subdivision and limiting the lots to one principal building. (See Revised Draft Order, Condition #40)

The ski area is designated as Type 2 Open Space (See Exhibit 83, Drawing R-1). Ulasewicz's letter of October 23, 2011, indicates that, before commencing Phase I on the Resource Management lands, the Project Sponsor will file deed restrictions prohibiting new land use or development on these Type 2 lands, "except for Agency-approved, non-residential land use and development," to allow for development of the ski center. (See Revised Draft Order, Condition #'s 30-32)

The remaining lands to be retained by the Project Sponsor comprise the Type 3 Open Space (See Exhibit 83, Sheet R-1), which is designated as "common recreational" space (See Agency Hearing Staff's Closing Statement, September 23, 2011, p. 18). Ulasewicz's letter states that, before commencing Phase I on the Resource Management lands, the Project Sponsor will file deed restrictions prohibiting both new land use or development and subdivision of these Type 3 Open Space lands, except within the 34±-acre "area for potential future development" depicted on Attachment A to Revised Draft Order. (See Revised Draft Order, Condition #'s 29 and 31-32)

In sum, the Type 1 Open Space lands will become protected by deed against further subdivision and development upon conveyance, which will occur lot by lot in Phases I, II, and III. The Type 2 Resource Management Open Space lands will become protected by deed against further development other than the ski center before Phase I begins on the Resource Management lands, while the ski center itself will be developed throughout all four phases. Finally, with the exception of the 34±-acre area designated for potential future development, the Type 3 Open Space lands will become protected by deed against further subdivision and development before Phase I begins on the Resource

Management lands. (See Revised Draft Order, Condition #'s 30-32)

18. In the record or staff's order, is there a more refined detail to Phase I and the other phases?

See Question 15 above.

19. Why are the 2 lots (21 and 28) served by Sewer District #27?

The above question should read "27 and 28," not "21 and 28." "Only Great Camp Lots Number 27 & 28, which are directly located on Lake Simond Road, are included within District 27." (See May 4, 2011 Transcript, Attachment D [Ed Hernandez pre-filed], p. 11, line 22; p. 12, line 2; see also Stipulation, Issue #4)

20. Will septic system go inside the building envelope?

"The location of those fields have not changed subsequent to our supplemental prefiled. The locations of the fields themselves have remained the same. It's only the building envelope that was adjusted to incorporate or to take in the locations of the leech fields. For example, on Lot Twenty-four - and I'm looking at sheet M.P. Two, in the June 2010 submission. Lot Twenty-four shows the dashed line that is the building envelope, and then adjacent to the western edge of that there's an area where proposed clearing is shown outside of the building envelope. So what the configuration of the building envelope of Lot Twenty-four, shown on the 2010 plans, has been reconfigured to take in that area where the adjacent onsite disposal system was proposed in June 2010." (See June 20, 2011 Transcript, p. 3627, line 3; p. 3628, line 22 [Kevin Franke for the Applicant]; see June 21, 2011 Transcript, p. 3627, line 3; p. 3628, line 22)

"The proposed absorption fields exceed Agency sewage pumping distance guidelines at Great Camp Lots 22, 23, 24, 26, 29 [and 31]." (See Agency Hearing Staff Closing Statement, September 23, 2011, p. 32)

"The Project Sponsor did not provide engineered plans for Great Camp Lots E, 20, 23, 26, 29, 30 and 31 prior to or during the hearing." (Agency Hearing Staff Closing Statement, September 23, 2011, p. 34; see also Revised Draft Order, Condition #'s 43-45)

21. What are the docks in the marina for?

The docks will be "available...for project residents." (See Exhibit 1, Section 1-1) and also for "boat rentals and boat fueling." (See Exhibit 21, p. 71)

22. Additional parking lots for ski area in Phase I?

PRO4, the Delaney Project Cost Estimates, indicates East Parking constructed in two steps in years two and three of Phase I. The West Parking is shown as projected for early Phase II. (See Question 13 above)

23. Will part of the Ski Tow Road be eliminated or still be used?

Ski Tow Road provides primary access to the ski area of the resort during Phase I. (See Exhibit 85, pp. 23-25) Though scheduled for early improvement, the Town has suggested that improvement of Ski Tow Road be phased so that final improvements follow heavy construction activity in the vicinity of the base lodge. (See Joint Planning Board Reply Statement, pp. 9 and 16)

24. How many parking spaces are at the ski area currently?

There isn't a clear answer to current parking capacity in the record or issued Agency permits. The strategy for Phase I appears to be a transition from the status quo to the East Parking. The new parking appears to be associated with the new lodge in year 3 of Phase I, but there is no detailed operational explanation in the record. (See Question 13 above)

25. Does Village population include the Town?

The population figures in slide 3 of the overview presentation were cited from page 7 of Exhibit 85, Fiscal and Economic Impact Analysis, Updated Report, dated June 2010, p. 7, prepared by the LA Group. Footnote 3 on page 7 of the report indicates the population figures for the years 2000 and 2006 were derived from APRAP, Town of Tupper Lake Community Profile, May, 2009. The cited figures include the combined population of the Village of Tupper Lake and the population of the Town of Tupper Lake outside the Village.

26. Is there an exhibit showing adjoining landowners?

There is not an exhibit in the record that contains a map showing the location and owner of adjacent lands. Agency Executive Staff have prepared a map using tax parcel data obtained from Franklin County Real Property Tax Services to depict larger adjacent ownerships. This map is attached to this document.

27. Please characterize each of the appeals.

See the Closing Statement for Protect!, the Reply Statements from Agency Hearing Staff and Applicant, Counsel's memo for the November Agency meeting, and the November meeting minutes for an explanation of the appeals resolved at the November Agency meeting.

28. Townhouse's have 2 units?

"The project proposes...125 multiple family dwellings. The multiple family dwellings comprise 453 units made up of 2-family dwellings ("Duplexes"), 3-family dwellings ("Triplexes") and 4-family dwellings ("Quadriplexes"). (See Revised Draft Order, pp. 4-6)

29. Are parking lots paved or gravel/pervious or impervious?

"...gravel road surfaces were conservatively considered to be impervious." (Exhibit 84 [Stormwater], p. 17; see also Exhibit 83, Drawing D-6)

30. Currently, which lifts are being used?

The project descriptions, as approved in Permit 2011-0165 issued on October 26, 2011, are for ARISE to continue the temporary re-use of the existing ski facility. Two chair-lifts, "Chair 2" and "Chair 3", and one rope-tow are proposed to be operated by ARISE as permitted for a one-year period.

31. If a proposed permit was approved by Agency, is there some flexibility in the phases?

The project proposal does not include any flexibility as to how the build-out will be phased or which structures will be constructed in each phase. However, the Project Sponsor has indicated that the time frame for build-out of each phase is estimated and may be adjusted.

Additional flexibility related to phasing could be recognized in a decision document.

32. What is the liability to the town and village for the private wastewater treatment plant?

Article 10, Section 119 of the Transportation Corporations Law/Sewage Works Corporations provides the following guaranties to the Town and Village in the construction and operation of the wastewater treatment plant:

- the local governing body shall require the posting of a performance bond for the completion of the construction of the sewage-works systems and may require the posting of an additional bond or other guaranty for the payment of labor and materials furnished in the course of such construction and for the cost of retained engineering services to the local governing body or sewer agency;
- the local governing body shall require a reasonable guaranty from the corporation that said corporation will continue to maintain and operate the system for a period of at least five years;
- the local governing body may, and on petition of the corporation shall, at any time review the adequacy of such bond or other security to ascertain whether it should be modified on the basis of fiscal performance or other conditions;
- in addition to the guaranty, the stock of the corporation shall be place in escrow and title thereto shall pass to the local governing body in the event of failure to complete the construction thereof or in the event of abandonment or discontinuance of the maintenance and operation of the system by the corporation;
- in the event of such abandonment or discontinuance of the maintenance and operation of the system, the local governing body shall have the right to continue the maintenance and operation of the system at the established rates, with the cost assessed against the users, and it may levy taxes, or sewer rents for such purposes in the same manner as if such facilities were owned by a city, town or village;
- the local governing body shall have such powers until such time as another corporation or agency may undertake to maintain and operate the sewer system or until such time as it becomes a part of a municipal or sewer district system.

The statute gives the Town financial guarantees that the private sewage treatment plant will be constructed and operated, but does not impose an obligation on the Town or Village to undertake facility operation in the event the project fails. (Applicant Closing Statement, September 23, 2011, p. 153)

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

See Exhibit 191, p. RM10, RM16-RM18; June 1, 2011 Transcript, p. 2191, line 17 - p. 2209, line 7 (Cross Examination of Shana Ratner by Kirk Gagnier representing the Town):

Gagnier Q: When we look at a district and your concern is with unanticipated costs, I'm sure you're aware that there's an inter-municipal agreement with regard to districts that the village services the - services the districts in the town. Are you aware that those district agreements can contain specific conditions as to these districts, as to repair and maintenance and ongoing expenses?

Ratner A: I have not had the opportunity to review those agreements, no.

Gagnier Q: But would you agree it's conceivable that these agreements could be drafted to anticipate some of these concerns that you have?

Ratner A: They could. The issue, I think, becomes if there are problems someone has to pay for them. And who does that someone end up being?

Gagnier Q: And the question we're looking at now is what the fiscal impacts on the governmental units would be; correct?

Ratner A: Right.

Gagnier Q: With regard to the transportation corporation, on page nine of your testimony you start your discussion with regard to the Sewer Transportation Corporation. And are you aware that there's D.E.C. oversight and approval of the

design and implementation of such a corporation and its plant?

Ratner A: Of course, yes.

33. Is the cost sharing of District 27 still applicable now that 27 has fewer users?

See May 4, 2011 Transcript, Attachment D (Ed Hernandez pre-filed), p. 6, lines 8-13; p. 8, lines 6-21:

Q.10 In your opinion then, the Town and Village are supportive of the District #27 arrangement? Please explain.

A. I believe that the town and village would like to maximize the use of the existing municipal infrastructure. It provides additional revenues to both communities, resolves existing operational issues with the current system and lowers the debt service to the existing customers of District #23.

Q.16 How were costs, including long-term operation and maintenance, evaluated and factored into the Sewer District #27 proposal?

A. All capital costs (construction and design) associated with District #27 and its connection to District #23 are paid by the developer. Long term operation and maintenance are paid through Town and Village sewer user rates by the properties connected to the sewer system. District #27 properties will be required to pay user fees to help cover the existing debt service of District #23 that are currently paid by District #23 users. As a result, the existing sewer users in District #23 will see these associated fees reduced.

Q.17 Please further explain what you mean when you say: "District #27 properties will be required to pay user fees to cover the existing debt service of District #27 that are currently paid by District #23 users."

A. When the town constructed District #23 they bonded the project. These bonds have debt service or a payment that is due each year. The

cost to make these payments is spread across the existing users of District #23. When District #27 is connected to District #23 the users in District #27 will be required to pay an equal share of these payments. Since the cost will be spread across more users, the cost to each user will go down.

34. If DEC permitting is required for modification on the Municipal Sewer, what is the status of the permitting?

"The newly proposed Sewer District #27 boundaries which include eastern Great Camp Lots 20 through 31 have not been approved by the Town of Tupper Lake or obtained other necessary approvals from the NYSDOH or NYSDEC. Sewer District #27 boundaries should not be finalized until a determination is made whether or not small eastern Great Camp Lots will be included within the district." (May 4, 2011 Transcript, Attachment E, p. 6, lines 1-12 [LaLonde pre-filed])

35. If Agency Executive Staff has a difference of opinion on facts in the record, will this be shared with the Board? If there is something that Executive Staff determines is different from the record, will they share this with the Board?

Agency Hearing Staff worked to compile a full and complete record of the adjudicatory hearing. (See 9 NYCRR §580.6[a]) Agency Executive Staff are working to aid and advise the Board in its review of the application and hearing record. (See §580.18[a] and [b]) Any final determination on the application and the information found in the record must be made by the Board. (See §572.11[a])

Through the December discussion of the Revised Draft Order, Agency Executive Staff will work with the Board to address facts in the record and proposed conditions.

36. Provide more description of turns to access State Boat Launch and McDonald's Marina and the limitations of the Marina vs. State Boat Launch.

"Vehicles with trailers will be required to make a left hand turn into the site from Route 30 which would be delayed if there are other cars or pedestrians moving in the parking area, or if another vehicle/trailer is on the site, and this could cause some through traffic delays on

NYS Route 30." (Exhibit 81, p. 61; see also March 23, 2011 Transcript, Attachment B, p. 4, line 23; p. 5, line 8)

Vehicles that are traveling south and accessing the marina and State Boat Launch will be making a right hand turn directly into the parking areas.

37. *Is there a boat wash station on ACR proposal to prevent invasive species?*

"No Responsible Parties shall launch boats from the Tupper Lake State Boat Launch unless the boats and trailers are effectively washed to remove any invasive species at a boat washing station operated by the Project Sponsor..." (See Revised Draft Order, Condition #99) The condition does not specifically require a boat wash station. (See March 23, 2011 Transcript, Attachment B, p. 5, lines 9-14; see also March 23, 2011 Transcript, p. 252, line 4 through p. 253, line 10)

38. *Is 96 boat launch site capacity considering boats leaving and returning to boat launch?*

"The launch facility itself is limited by the double lane and dock facility, which gives it the capacity launch approximately 96 boats per day (10 minutes per launch on two launch lanes/12 launches per hour for 8 hours)." (See March 22, 2001 Transcript, Attachment A, p. 6; see also NIPA 1 v1, p. 27)

During cross examination of Kevin Franke by John Caffry, Kevin testifies "...if each boat was put in and taken in that same day, it would allow for forty-eight." (See March 22, 2011 Transcript, p. 195, lines 10-24; see also March 23, 2011 Transcript, Attachment B, p. 3, line 23 through p. 4, line 10)

39. *Can boats be docked at the Marina for an extended period of time or is it strictly day use?*

No information could be found in the record.

40. *Does the offer provided in the 10-23-11 letter permanently protect Open Space from further development?*

Agency Hearing Staff have proposed and the Project Sponsor has agreed to draft Condition #'s 29, 30 and 40 provided in the Revised Draft Order. The letter of October 23, 2011 from Thomas Ulasewicz, Esq. to Paul Van Cott, Esq. states:

"Preserve Associates agrees to this language as expressed for all three (3) of these Conditions..." (See October 24, 2011 Agency Hearing Staff Reply)

41. *Is that a soccer field in the proposed area which building allowances will be allocated?*

The layout of the striping as depicted on the Master Plan Drawings MP-0 and MP-1 do indicate the typical layouts for soccer fields in two locations. The more detailed series of layout plans for the same two locations, LA-4 and LA-11, indicate the same striping but identify the areas with more generic terms such as "Playing Fields" and "Multi-Purpose Field" respectively.

42. *Where is the unaccounted for Resource Management lands in the open space calculations?*

Slide 11 of Issue #1 - Open Space presentation at the November 17, 2011 Agency Meeting - referenced figures from the Agency Hearing Staff's Closing Statement, page 19 and accompanying footnotes. (See June 23, 2011 Transcript, Attachment B, p. 6, line 10 through p. 7, line 12; June 23, 2011 Transcript, p. 4117, line 17 through p. 4118, line 18) The difference between the cited total of 4,739 acres of Resource Management lands on the project site and the total of 3,885 acres of Resource Management lands identified by Agency Hearing Staff as "Open Space" equals 854 acres. Agency Hearing Staff counted the 854 acres as developed areas which included the proposed development envelopes and associated driveway areas in each of the eight larger Great Camp Lots A-I (now A-H). Agency Hearing Staff further counted all the proposed Neighborhood development areas, the entirety of each smaller Great Camp Lot, and all other proposed Resort development areas within this 854-acre area. (See pre-filed testimony of Colleen Parker)

43. *Please explain the difference between deed restrictions and the Adirondack Council's proposal?*

Agency Hearing Staff's Draft Condition #31 (See Exhibit 96) required that a covenant limiting development be included with the transfer deed for any Great Camp Lot. On page 9 of its Comments on the APA Proposed Draft Permit Conditions, the Adirondack Council, Inc. states that requiring "a conservation easement...that permanently extinguishes future building rights" on the undeveloped portions of the Great Camp Lots "would allow for greater protection of the open space areas of the Great Camp lots"

than the deed covenants included in Agency Hearing Staff's Draft Condition #31.

The Project Sponsor has not proposed or agreed to establish conservation easements or to extinguish the remaining building opportunities allowed under the overall intensity guidelines. As noted in Thomas Ulasewicz's October 23, 2011 letter to Paul Van Cott, the Project Sponsor has agreed to deed covenants preventing further subdivision and limiting each Great Camp Lot to one principal building. Revised Draft Order Condition #'s 123 and 124 provide for the disposition of remaining principal building opportunities in Resource Management and Moderate Intensity Use.

44. *Are the retained Resource Management lands connected to the Open Space and Read Road (Issue #12)?*

The lands designated as "RM retained" in Exhibit 241 include the Recreational (Type 2) and Common (Type 3) Open Space. These "RM retained" lands total 1,277 acres. The total amount of Open Space as described by the Applicant also includes 2,608 acres of undevelopable Resource Management land on the Great Camp Lots (Type 1).

The "RM retained" lands are related to the Read Road portion of Issue #12 in that the acreage of the Resource Management retained lands is included in the total overall intensity guideline calculation on Resource Management lands.

45. *Is any forest management plan requested under 480A? If so, is that figured in the financial issue discussion?*

"No forest management plans are proposed for any Sponsor-retained lands, HOA lands, or other Open Space lands in the Project. The owners of lots that qualify for 480A tax status can seek that designation if they choose." (See Exhibit 81, p. 38)

46. *How was the 25-foot limit of clearing arrived at?*

The 25-foot limit of clearing is identified in the Project Sponsor's "Property Design, Architectural and Maintenance Standards," last revised June 2010. (See Exhibit 82) The document does not provide any information concerning how the 25-foot was determined.

47. Was the endangered species assessed under the new Part 182?

No information could be found in the record concerning 6 NYCRR Part 182 assessment. Note: Part 182 effective date was November 10, 2010. The Project Sponsor requested and received letters from NYSDEC, NY Natural Heritage Program and USFWS before the effective date. (See Exhibit 12, Appendix 3)

48. What is the theory behind the 200-foot cutting restrictions around the Great Camp Lots? Are the "Great Camp Lots" referring to the building envelope?

The PowerPoint presentation slide concerning this question was in error. The "Property Design, Architectural and Maintenance Standards" state "No forestry management tree cutting shall occur within 200 feet of the foundation of the Great Camp lot main houses and guest houses." (See Exhibit 82)

49. No development above 2,500 feet synonymous with no impacts to sub-alpine forests?

"Ecosystems above 2,500 feet in the Adirondacks can be described as three distinct life zones; the alpine, subalpine, and boreal...Unless compelling evidence to the contrary is provided, most development above 2,500 feet will be viewed as being environmentally unsound." (See DAP 6-1)

The Applicant proposes a Chair 1 warming hut that will be above 2,500 feet in elevation. (See Exhibit 83, Plan Sheet MP-1)

50. Talk about why the project was deemed complete if staff believe not enough information was provided on wildlife habitat?

The project application was deemed complete by Mark Sengenberger in December 2006, "in concert with a discussion with the executive director and the chairman of the Agency... [and] with the entire review team" (See April 26, 2011 Transcript, p. 828, line 20 to p. 829, line 7).

Sengenberger testified that Agency Hearing Staff were not satisfied with the application at the time of completion because there were "deficiencies... in the area of habitat and wildlife" (See April 26, 2011 Transcript, p. 731, line 23 to p. 732, line 5; see also p. 718, lines 3-4), even

though Agency Hearing Staff had requested additional information related to habitat and wildlife impacts numerous times (See April 29, 2011 Transcript, p. 1642, line 6 to p. 1643, line 13; see also Exhibits 18, 26, and 38). Sengenberger explained, "I think staff would have preferred that the habitat assessment be done in a more comprehensive manner over several seasons." (See April 26, 2011 Transcript, p. 733, lines 6-8)

Asked during the hearing why the ACR application was deemed complete when requested information had not been provided, Dan Spada noted that "any project could be held up for decades going back and forth with NIPA requests." (See June 23, 2011 Transcript, p. 4198, lines 17-18) In response to a similar question, Sengenberger responded, "There comes a point where you can ask for additional information and you don't receive it in the manner in which you wish you could get the information... and also, in particular with this project, we knew that staff would be recommending that the project go to an adjudicatory hearing." (April 26, 2011 Transcript, p. 717, lines 14-24) As referenced by Sengenberger (See April 26, 2011 Transcript, p. 731, lines 11-14), Agency regulations state that "the criteria employed in determining whether to conduct a public hearing include... the possibility that information presented at a public hearing would be of assistance to the agency in its review" of an application. (See 9 NYCRR §580.2[a])

When asked, "If the applicant has failed to provide all of the information that the staff and ultimately the Agency believe is necessary and never does provide it, is that potentially grounds for denial of the application?" Sengenberger responded, "Potentially, if it's significant enough information, the Agency still has a great deal of latitude to determine whether the issue at hand for which the information is deficient rises to the level of an undue adverse impact." (See April 26, 2011 Transcript, p. 830, lines 8-17) In addition, "the applicant always had the opportunity to provide additional information, if they chose to do so. They knew it was an outstanding issue." (See April 26, 2011 Transcript, p. 872, lines 5-7) However, Sengenberger also noted that when selecting the specific issues to be addressed through adjudicatory hearing, "The board didn't explicitly require that they do a functional assessment¹ on the whole project or even on the resource

¹ The term "functional assessment" refers to wildlife functional assessment.

management lands." (April 29, 2011 Transcript, p. 1647, lines 9-12)

It is important to note that any decision document could require compilation of additional information throughout the build-out process, with protective measures established where potential impacts are identified. Condition #'s 89-92 of the Revised Draft Order require a biological survey and impact analysis for amphibians, and Condition #'s 100-102 require a wetland and wildlife functional and impact assessment plan for Cranberry Pond and its associated wetlands.

51. *What is the state of the record on wildlife habitat?*

The Project Sponsor testified that wildlife surveys and habitat were evaluated and refer to "Letters of Record" from NYSDEC and USFWS confirming that no known endangered or threatened species are on the project site. (See Exhibit 12, Vol. 2, Appendix 3; see also Agency Hearing Staff Closing Statement, p. 25; see also June 21, 2011 Transcript, Attachment A, p. 18, line 9 through p. 20, line 17; see also June 20, 2011 Transcript, p. 3617, line 20) The Project Sponsor also provided a list of terrestrial wildlife observed on and around the project site compiled by biologists conducting field work. (See Exhibit 35, p. 84)

"Notwithstanding these issues, the project sponsor has designed the proposed project to avoid and/or minimize many of the potential impacts to wildlife habitat on RM lands." (See Agency Hearing Staff Closing Statement, p. 25)

52. *Where did we turn around during the October field visit?*

The tour conducted on October 11, 2011 went just past the road leading to the previously proposed Orvis Shooting School.

53. *Any metric to show us the extent of recent logging?*

No information could be found in the record.

54. *Treat fragmentation, paved or unpaved, equally?*

"All project roads, with the exception of the private Bypass Road and Lake Simond Road Extension, will be paved." (See Exhibit 21, pp. 108-109, and Exhibit 83, Drawings D-5 and TR-1)

Several witness testified that roads will have a greater impact on fragmentation (Note: witnesses did not distinguish between paved or unpaved roads):

"There is one major logging road through the part of the property east of Simon Pond. The road is and will remain unpaved." It is my opinion that long roads dividing undeveloped areas are of concern for fragmenting wildlife habitat." (See June 23, 2011 Transcript, Attachment C, p. 3 [Spada testimony])

"The impacts from the changes to the existing roads in amount and seasonality include increased levels of habitat fragmentation and direct wildlife mortality." (See June 23, 2011 Transcript, Attachment C, p. 5 [Spada testimony])

"Fragmentation would sever the amphibians' habitat into two or more parcels, separating the natal wetland from the upland habitat they use. Each time they would need to travel across a road between an upland and a wetland they would be exposed to elevated levels of predation, desiccation and road mortality." (See April 27, 2011 Transcript, Attachment A, p. 11 [Klemens testimony])

55. Information to alternatives for Great Lot E development?

"Not entirely, currently proposed Lot E was previously numbered Lot 15 in the completed application. Lot 15 had a shared driveway with Lot 16 from the completed application. The profile for the Lot 16 driveway was shown on the completed application plan set sheet RP-34. The shared driveway for Lots 15 and 16 split at STA 20+00 as per sheet LA-17 in the completed application plan set. The profile for the Lot E driveway shown on the current June 2010 plan set sheet RP-35 is for that portion of the Lot E driveway that is after the previous split of the shared Lot 15/16 driveway. A profile for the entire Lot E driveway is included as Exhibit SJA #4. The stationing on sheet LA-17 matches this profile. Slopes on this driveway do not exceed 10%'." (See June 21, 2011 Transcript, Attachment A, p. 3, lines 9-21 [K. Franke/J. Anthony supplemental pre-filed])

Errata Sheet and Addendum to pre-filed testimony of Franke/Anthony, Issue #1. (See Exhibits 230 [road profile] and 233 [revised wastewater treatment system])

Testimony provided during the hearing also addressed whether alternatives existed to the configuration of the building envelope and the length of the driveway for Great Camp Lot E. Agency Hearing Staff provided testimony: (See June 23, 2011 Transcript, Attachment B, pp. 23-24 [LaLonde pre-filed])

"Great Lot E should be redesigned or eliminated. Options include relocating the drive east of the wetland in the area of the proposed absorption field which is closer to Lake Simond Road Extension. This would alleviate sewage pumping distance concerns, reduce the length of the driveway, further minimize any potential visual impacts, eliminate wetland impacts and further protect open space."

Testimony was provided on behalf of the Project Sponsor regarding the potential reconfiguration of Lot E as suggested by Agency Hearing Staff: (See June 22, 2011 Transcript, p. 3943, line 13 [Kevin Franke testimony])

Q. Could you move it [the building envelope] any farther east?

A. Sure you could, but the - the value of the lot would - would decrease dramatically. I mean, Lot E, the way it's designed now, you're going to be able to get a filtered view of - of south Bay....

56. Is there testimony in the record about what the relative impacts are if Lake Simond Extension is not improved?

Lake Simond Extension will not be paved and the only improvements consist of widening and regrading the existing surface and improvements to road ditches and culvert. No additional information could be found in the record.

57. Has Agency ever used the 750-foot buffer in conditions?

"Staff have reviewed the project files for the projects discussed in Adirondack Wild's brief, as well as the permits for the 9 Resource Management subdivision projects of more than 5 lots issued by the Agency since 2000. There is no reference to a 750-foot buffer around wetlands for amphibians in any of those permits." (See Agency Hearing Staff Reply Statement, p. 10)

58. Red line is the Land Use area boundary?

Yes. Exhibit 244, a map prepared by Agency Hearing Staff showing 100-foot and 750-foot buffers on the project site, contains a red line which depicts the Moderate Intensity/Resource Management boundary.

59. Are culverts a reasonable way to deal with some of the amphibian impacts?

Yes, the use of culverts is just one of several techniques used to reduce amphibian mortality. (See June 21, 2011 Transcript, p. 3616, lines 13-23)

See NYS DOT Guideline for the Adirondack Park (Green Book). 3rd Edition, August 2008, Section IV, pp. 14-15.

"Use oversize square box culverts near wetlands and known amphibian migration routes to facilitate amphibian movements under roads." (See Best Development Practices [BDPs] for Conserving Pool-breeding Amphibians in Residential and Commercial Developments; MCA Technical Paper No. 5, Metropolitan Conservation Alliance, Wildlife Conservation Society, Bronx, NY)

60. Is bedrock also referring to hard pan?

Bedrock is bedrock. (There are numerous citations throughout record on test pits.)

61. Do driveways meet DAP Standards?

"As depicted on Drawing RP-35 of Exhibit 83, the driveways for proposed Great Camp Lots A through H meet the slope criteria in DAP."

"The road profile for Great Camp Lot E on Drawing RP-35 of Exhibit 83 only depicts 943 feet of the approximately 2,800 foot driveway length."

"As depicted on Drawing RP-31, approximately 475 feet of the proposed driveway for Great Camp Lot 5 exceeds the 12% grade in DAP. All other proposed western Great Camp driveways meet the slope criteria in DAP."

"As depicted on Drawing RP-34 of exhibit 83, at least 200 feet of the proposed driveway for Great Camp Lot 24 exceeds the 12% grade in DAP."

"LA-13 of Exhibit 83, Drawing RP-34 does not represent the entire driveway length for Great Camp Lot 24."

"All other proposed eastern Great Camp Lot driveways meet the slope criteria in DAP."

(See June 23, 2011 Transcript, Attachment B [LaLonde pre-filed]; see also Exhibit 83, Drawings RP30-RP35 for each Great Camp area)

62. Does the language on carefully selected and well designed sites apply to cluster and substantial acreage?

The statute states: "Finally, Resource Management lands will allow for residential development on substantial acreages or in small clusters on carefully selected and well-designed sites." The question posed by the Board for hearing was: "Are the proposed great camp lots substantial acreage...on carefully and well designed sites?"

63. Are we not to consider small clusters?

The question posed as part of Issue #1 was, "Are the proposed great camp lots substantial acreage... on carefully and well-designed sites?" The adjudicated issue did not address the question of small clusters. However, parties to the hearing and Agency Hearing Staff did present material related to small clusters in the record.

64. Does the Applicant have a response to the question as to whether the small great camp lots are substantial acreage?

The Applicant did not put a direct response to this question in writing. (See Exhibit 81, pp. 35-38)

65. Would DEC water supply permit currently in place be adequate for this project or would it need to be modified?

It would need to be modified. (See Stipulation, Issues 3 and 9, DEC letter, p. 12, Item 6; see also Revised Draft Order, Finding #'s 218-221)

66. Is the building envelope inflexible?

As proposed, there is no flexibility in the designated 3-acre building envelopes. A process to determine whether a change requires permit amendment could be built into a decision document.

67. Are water supply concerns of the Village able to be addressed by conditions?

Yes. (See Revised Draft Order, Finding #'s 62-65 ["General Water Supply"], Finding #129 ["Water"], and Condition #44)

68. What are the Village's concerns regarding the water supply?

"The Village is currently exploring well sites on Water Street... As we process through this, negotiations with the developer should parallel our work in order to supply demands of Phases II, III, & IV." (See Exhibit 243 [Village letter]; see also June 23, 2011 Transcript, Attachment B, p. 24, lines 3-6 [LaLonde pre-filed])

69. Were there citations in the Closing Brief about Protect the Adirondacks alternative discussion regarding the Applicant's financial need and marketability?

Closing Statement of Protect the Adirondacks! Page 46:

"The Applicant has failed to prove that the project can successfully be marketed and built. Or that its infrastructure can be funded by the CFIDA. It has also failed to prove that the ski area can be kept open, or even that it will be able to fund the necessary ski area improvements. Nor has it proven that it will create a significant number of jobs for members of the community. Finally, it has not proven that it will generate the alleged tax windfalls for the local governments that it is claiming will occur, and numerous aspects of the project leave those governments at risk. Therefore, the application must be denied."

See Agency Hearing Staff Closing Statement, pp. 100-102 (Project Benefits), which includes the following:

...The Village of Tupper Lake expressly recognized the potential economic benefits of the proposed project to that municipality during the hearing process. However, extensive testimony was offered at the hearing that raised legitimate questions about the overall viability of the proposed project, about the projected sales and price of residential units, and about whether the local economic benefits would actually occur.

As described by the Project Sponsor, the potential economic impacts of the project are substantial, and would provide a significant benefit to the local and regional economies if the project succeeds as projected and they occur. However, even if the project does not fully succeed, or proceeds at a slower pace and at a lower value than projected, some portion of the projected benefits could still occur.

Conditions in the Draft Order cannot ensure the viability of the proposed project, or that residential units will sell at the projected pace and price. Nor can conditions require that all money spent on the project accrue to the benefit of the local or regional economy. APA hearing staff do, however, recommend a condition that requires the use of local labor, service and materials to the extent possible (Draft Order condition 113).

70. *Is there sufficient evidence in the record to make a decision, for example, that the Great Camp Lots east of Simond Pond have viable alternatives?*

Extensive testimony was provided regarding alternative configurations to the Great Camp portions of the project as submitted in the June 30, 2010, Updated Drawing Set for Adjudicated Hearing, Exhibit 83. A portion of the key testimony on this subject includes:

Jeff Anthony, Project Sponsor - Pre-filed and testimony:
April 27, 28, 2011;

Kevin Franke, Project Sponsor - Pre-filed and testimony:
April 27, 28, 2011;

Harry Dodson, Adirondack Council - Pre-filed and testimony:
April 26, 2011;

Joel Russell, Adirondack Council - Pre-filed and testimony:
April 26, 2011;

Mark Sengenberger, APA - Pre-filed, Supplemental Pre-filed
and testimony: April 26, 29, 2011;

Dan Spada, APA - Pre-filed and Testimony, June 23, 2011;

Agency Hearing Staff Closing Statement, pp. 35-37.

71. *At what point does the number of sales does the control pass to the HOA?*

According to the Draft Offering Plan in the application, the Project Sponsor would retain control of the HOA until all units are sold or 10 years, whichever occurs first. (See Exhibit 36, Attachment 5, pp. 2, 14, 32) Note that the Project Sponsor proposes to assume all costs of HOA management for 5 years, after which those costs may be transferred to the members. (See Exhibit 36, Attachment 5, p. 38)

72. *Issue # 5 - Liability of Tupper Lake for the privately owned wastewater treatment plant?*

See Question 32 above.

73. *Confirming white areas on the map are undeveloped.*

No. Exhibit 83, Plan Sheet PH-1 shows the four proposed phases with different hatching. Exhibit 82 contains a version of Plan Sheet PH-1 in which color was added to the hatching. The question is asking whether areas that do not have hatching/color are undeveloped.

The answer is no because some aspects of the proposed project are not in the hatched/colored areas. Some aspects of the proposed project which are outside of the hatched/colored areas include recreation trails, wetland mitigation areas, and stormwater basins.

74. *How many public and private boat launches are there on Tupper Lake?*

No information could be found in the record concerning the number of public and private boat launches on Tupper Lake.

75. Does DAP have the force of law?

Development in the Adirondack Park is recognized as an advisory publication by Agency Rules and Regulations, 9 NYCRR 574.2. It is "Guidance," not a "Regulation," both of which are recognized by the State Administrative Procedures Act. Guidance does not need to go through a formal SAPA rule adoption procedure, but guidance which may affect the public must be generally available to the public with information on the Agency web site.

76. What does the record indicate on the use of building rights?

As described in the pre-filed testimony of Colleen Parker (See March 23, 2011 Transcript, Attachment E) and the Stipulation on Issue 12, the proposed residential construction includes 206 single family dwellings, including one dwelling for each of the 39 Great Camp Lots and 8 artist cabin dwellings, and 453 townhouse units built in duplexes, triplexes, and quadriplexes. Proposed non-residential construction includes one 60-room inn comprising 22 principal buildings (See Parker's pre-filed testimony at p. 4), a restaurant in the inn, 2 warming huts, a clubhouse/spa, a ski learning center, a recreation center/gym, and an equestrian center. These structures total 688 principal buildings proposed for the project site; 606 of these principal buildings are proposed for construction on Moderate Intensity Use lands, and 82 are proposed for construction in Resource Management.

As described on p. 7, lines 18-20, of the Supplemental Pre-filed Testimony of Anthony/Franke, included as Attachment A to the June 21, 2011 Transcript, and confirmed by Agency Hearing Staff on pp. 4274-4286 of the June 24, 2011 Transcript, use of an additional principal building is proposed as part of a transfer of the "access lot" to an adjoining property owner. This transfer brings to 689 the total number of principal buildings proposed for use as part of the project. (See also June 24, 2011 Transcript, p. 4274, lines 4-21)

77. Is there a prohibition on habitat fragmentation in the statute or regulations?

There is no prohibition on habitat fragmentation in the APA Act, the NYS Wild, Scenic, and Recreational River System Act, or the NYS Freshwater Wetlands Act.

Protection of habitat for endangered species is regulated under federal law. In addition, the Agency's guidance document "Development in the Adirondack Park" contains the "General Guideline" to "Locate development and other intensive human activities so as to protect the location and habitats of rare and endangered terrestrial wildlife species and allow for the continuing propagation of these species," as well as further guidance for implementing this general guideline.