**Name/Contact Person:** Jesse Feiler, SRTG Board Chair

**Applicant:** Saranac River Trail Greenway

**Address:** 135 Margaret St, Suite 124 Plattsburgh, NY 12901

**Telephone Number:** 637-869-5830

**Fax Number:**

**E-Mail:** jfeiler@champlainarts.org

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**Proposal Summary:**

(Please describe the proposed action in detail. Attach additional sheet if necessary.)

The Saranac River Trail Greenway (SRTG) Board of Directors respectfully requests funding to upgrade and improve approximately 1600 feet of non-motorized recreation trail. The section of trail in need of improvement is located at the fisherman’s parking lot, across NYS Rte 22 from the Clinton County International Airport. The trail exists on lands of Clinton County and M.A Jerry. This portion of trail continues under I87 and connects to lands of Saranac Power Partners better known as the Treadwell Mills Dam, which is home to over a mile of little-known and underutilized public recreation trails. This section was identified in the Saranac River Trail Feasibility Study (map attached). With minor upgrades to the first 1600 feet of trail, a continuous 2 mile route and spur of the SRTG will be established between the Clinton County International Airport and Treadwell Mills along the scenic Saranac River. This will serve both visitors to the area and perhaps as a summer commuter route for residents in Plattsburgh working at the Airport.

A Memorandum of Understanding has been signed among the SRTG, Town of Plattsburgh, and Clinton County for the promotion, maintenance, and holding of recreational trail easements, respectively, along the portions located on the Lands of Clinton County and M.A Jerry. The SRTG and Saranac Power Partners have signed an MOU Authorizing the SRTG and its non-motorized recreational users to connect to and traverse the FERC licensed recreational area previously mentioned. The Town of Plattsburgh has received a Use and Occupancy Permit from the NYSDOT on behalf of the public for non-motorized recreational trail use, formally allowing the public to use the existing access road beneath the I87 Bridge.
Executive Summary

Saranac River Trail Greenway (SRTG) is a 27-mile corridor in Clinton County, New York that connects communities along the river from the shores of Lake Champlain into the Adirondack Park. This plan provides the potential alignment for a “braided” network of different trail types, including off-road and on-road trails that will allow people who enjoy walking, hiking, bicycling, paddling, fishing and other trail uses along the greenway. The proposed route is not a single, paved pathway along its entire length, but instead provides a combination of shared-used paths, low-volume roadways, natural surface trails, wetland boardwalks and other connections appropriate to the local context of each community.

The SRTG plan is proposed in sections going from east to west, beginning with the existing Saranac River Trail in the City of Plattsburgh and connecting the communities of Schuyler Falls, the Town of Plattsburgh, Morrisonville, Cadyville, Woods Mills, Saranac, Moffitville and Redford. Each section of the plan is identified with a theme (Section 1: Downtown Connector, Section 2: Hydro Power Alley, Section 3: Adirondack Gateway and Section 4: High Falls Connector). Important destinations along the way include “Main Street” villages, High Falls Dam, Clinton County Fairgrounds and the natural beauty of the Saranac River landscape. The project will help improve local economies, support public health, and connect people with nature.

The planning process for the SRTG included a review of existing conditions, opportunities and challenges using both digital tools and field work. Public outreach included an active steering committee, public meetings and tabling at the County Fair. Multiple route options were considered for each section, and an evaluation matrix was utilized to identify the proposed trail concept. The proposed trail is identified in sections that can be implemented in phases as opportunities for funding and integration into other infrastructure projects become available over time.

The key to making the SRTG move forward is for this plan to become the vision for a coordinated effort by public, private and non-profit partners. Clinton County has provided the structure for an ongoing collaboration with the municipalities, the existing sections of trail in the City of Plattsburgh have proven that the project is possible, and community support has been evident throughout the planning process. With continued leadership, this plan will be the catalyst for creating the Saranac River Trail Greenway.
- Owned and Maintained by Saranac Power Partners – MOU signed between SRTG and Saranac Power Partners allowing connection to the existing FERC Licensed recreation area as a portion of the SRTG Greenway.
- NYSDOT owned and maintained Property – Use and Occupancy permit held by Town of Plattsburgh on behalf of the public for non-motorized recreational trail purposes
- Section of existing but unimproved trail traversing lands of Clinton County and M.A. Jerry. M.A. Jerry has provided a recreational trail easement to Clinton County. The Town of Plattsburgh has signed an MOU with Clinton County and the SRTG to maintain this section of trail. This is the section of trail for which Tobacco Settlement funds are being requested
The Town of Plattsburgh on behalf of the SRTG has received a quote from Northern Irrigation and Landscaping for the work, considering a prevailing wage scenario. The estimate (attached) is for $10,094.00. Considering that estimates for recreational trails in NY are averaging 1 million dollars per mile, this fraction of the cost represents an incredible return on investment. With this proposal, Clinton County could open almost 2 miles of trail for just over $10,000.00! We hope that this value is self-evident.

Additionally this small investment would serve as the key to actualizing almost 2 years of collaborative efforts of the SRTG, Town of Plattsburgh, Clinton County, and private land owners. We’ve shared the work, and now we hope to share the success.

How does this project increase the quality of life in Clinton County?

The proposed improvements to approximately 1600 feet of trail would open up an almost 2 mile corridor of Saranac River Trail. This amenity would increase quality of life for residents and visitors by providing public waterfront access and outdoor recreation opportunities for walkers, runners, and cyclist. This route would also serve as a non-motorized transportation option between Treadwell Mills and the Former Plattsburgh Airforce Base Business District and Clinton County International Airport. The 2016 Saranac River Trail Greenway Feasibility Study estimates that the completed 27 mile trail will result in 65,000 miles walked & 1,648,000 miles biked per year (see attached). This project also furthers the health and tourism planning objectives of Clinton County.

This project supports the Clinton County Community Health Improvement Plan goal to “Create community environments that promote and support healthy food and beverage choices and physical activity” and the Long Term Objective By 12/31/18 to “decrease the percentage of Clinton County adults who report participating in no leisure time physical activity by 5% from 25.2% to 21.1% (CDC, 2012).”

This project supports the Clinton County Destination Master Plan objective Increase outdoor recreation & lifestyle tourism, increase length of stays and increase outdoor opportunities and to “connect our visitors with the Adirondacks and our fantastic rivers, lakes and streams giving them multiple ways to experience this destination.”

What economic return do you estimate the project will provide in future years? (Please consider increased tourism dollars spent in the County and/or generation of increased tax revenue.)

The financial effect of 2 miles of completed SRTG will be positive and provide a sound return on investment, particularly in the case of this low-cost public/private partnership. For a fraction of the cost, a multi-million dollar section of trail will be made available to the public. A summary of the potential economic benefits of the complete 27 mile SRTG is attached and estimates $1,462,200.00 in annual tourism spending and $16,301,200.00 in property value growth. These estimates were provided in the 2016 Saranac River Trail Greenway Feasibility Study.
<table>
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<tr>
<th>Description</th>
<th>Qty</th>
<th>Cost</th>
<th>Total</th>
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<td>AS PER DIRECTION OF TREVOR COLE, CONTRACTOR TO SUPPLY LABOR, MATERIALS AND</td>
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<td>ASSOCIATED EQUIPMENT FOR THE FOLLOWING SCOPE OF WORK:</td>
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<tr>
<td>A). SUPPLY AND IMPORT BROWN 1's &amp; DUST</td>
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<tr>
<td>B). INSTALL ON EXISTING ROAD APPROX. 1600 LF LONG x 8' WIDE x 3&quot; THICK</td>
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<td>C). COMPACT ROAD GRAVEL ALONG WITH INSTALLING (2) 6&quot; PIPES IN ROAD TO</td>
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<td>ENSURE PROPER DRAINAGE</td>
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<td>TOTAL DUE ON ABOVE</td>
<td>8,150.00</td>
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<tr>
<td>Additional cost for prevailing wages for operators onsite not trucking</td>
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<td>Sales Tax</td>
<td>8.00%</td>
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<td>Total</td>
<td></td>
<td>$10,094.00</td>
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Health and Environmental Benefits

Building a well-designed, connected trail system across Clinton County will encourage a shift from energy-intensive modes of transportation such as cars and trucks to active modes of transportation such as bicycling and walking. While many of the active living-related benefits of a trail network can be difficult to quantify – such as improved mental health, educational growth, connection to nature, and sense of place – a growing body of literature links parks and trails to increased physical activity, decreased healthcare costs, and improved air quality.

The completed Saranac River Trail Greenway will dramatically shape the ability of residents in the region to get out and live more active, healthier lifestyles. Mid-level estimates show that the region could realize an increase of over 1.3 million bicycling and walking trips, remove over 1.6 million pounds of pollutants from the atmosphere, and spur over 187,000 new hours of physical activity.

In addition, studies show that increased physical activity helps seniors stay mentally fit, reduces the risk of coronary heart disease, and even decreases the amount of insulin needed by people with Type I diabetes.


When the SRTG IS COMPLETE,
THE CLINTON COUNTY REGION WILL GAIN

Economic Benefits

Creating a major recreational resource like the Saranac River Trail Greenway would attract tourists riding on two wheels, wearing hiking boots, running shoes, and paddling gear, and casting fishing poles, ultimately serving as a needed economic boost to the region.

Tourism represents the use of outside purchasing power to support local businesses, and the ability of Saranac River Trail Greenway to attract tourism spending is an important factor in analyzing the overall impact of the trail system.

While it is difficult to accurately forecast the exact change in tourism spending resulting from the implementation of the Greenway, an examination of current tourism activity and tourism spending near similar, completed trail projects provides a useful proxy for evaluating tourism benefits of the SRTG. Once built, the trail system could generate nearly $1.4 million in tourism spending per year. And when estimating the impact the SRTG will have on adjacent property values, based upon increases in property values seen in other communities where greenways have been implemented, the total estimated increase in property value will top $16.3 million.

Dollar Amount Requested: $10,000

Project Duration: Spring 2019

Additional Information You May Wish to Provide:

This portion of the trail and its successful implementation will mark a new stage in the SRTG development. The collaborative efforts of Clinton County, The Town of Plattsburgh, and the SRTG have resulted in a trail implementation strategy that is coherent, strategic, and reproducible. Planning and development for project has required the creation of public and private Memorandums of Understanding, easements, NYSDOT permitting, site visits, many meetings and lots of vision.

The SRTG respectfully requests the opportunity to utilize Tobacco Settlement funds for their highest and best purpose; to restore and promote public health and provide opportunities for continued well-being in our community.

Applicant Signature: ________________________________

Date Submitted: __________________
Memorandum of Understanding
Between
Saranac River Trail Greenway, Inc., Clinton County and the Town of Plattsburgh

This Memorandum of Understanding (MOU) is made and entered between Saranac River Trail Greenway, Inc., Clinton County and Town of Plattsburgh hereinafter referred to as "SRTG", "County" and "Town".

Purpose
The purpose of this MOU is to establish a framework of cooperation upon which the SRTG, Clinton County and the Town of Plattsburgh may work collaboratively to connect people and provide shared services to identify and develop the proposed recreation trail along the Saranac River from the shores of Lake Champlain into the Adirondack Park.

Introduction
The SRTG is a not for profit corporation recognized as a 501c3 responsible for implementing a master plan to develop a trail system extending from Lake Champlain to the Adirondacks.

Clinton County is a municipality in the Northeast corner of New York State, bordering on beautiful Lake Champlain with a population of approximately 82,000 residents. The County is in support of the trail to promote health and environmental benefits for its residents and to promote an increase in recreational tourism and transportation benefits for the region.

The Town of Plattsburgh is a municipality in the Northeast corner of New York State, bordering on beautiful Lake Champlain with a population of approximately 12,000 residents. The Town is in support of the trail to promote health and environmental benefits for its residents and to promote an increase in recreational tourism and transportation benefits for the region.

In consideration of the above premises, the parties agree as follows:

SRTG will:

- Act as project administrator and "developer" of the trail system.
- Provide the County and Town information and expertise on trail development, which includes, generating interest in the Saranac River Trail Greenway, seeking and administering grants, organizing resources, identifying possible trail routes, and encouraging safe use of the greenway.
- Provide information and advice on trail easements to the Town and individual land owners.

Town of Plattsburgh will:

- Help identify trail routes that may be adopted as the main corridor trail or those considered to be a part of a braided network of trails
- Maintain section of trail within jurisdiction. Maintenance to include:
  - Monthly inspections to ensure trail safety
  - Maintain the trail surface as necessary to assure safe trail conditions. Such maintenance shall include repair of cracked and uneven paved trail surfaces and application of additional trail materials (ie gravel, crushed stone, stone dust) to unpaved trail surfaces.
  - Post trail sections as closed to the public during periods when the trail conditions do not afford safe passage.
Promote trail usage through community engagement
Provide public access on Town Lands along the trail as appropriate.

County of Clinton will:

- Accept trail easements for segments of the Saranac River Trail Greenway owned by private parties.
- Provide public access on County Lands along the trail as appropriate.

It is mutually agreed and understood by and between the said parties that:

This MOU is neither a fiscal nor a funds obligation document between the parties. Any endeavor involving reimbursement or contribution of funds between the parties of this MOU will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties.

This MOU in no way assumes any party is liable for risks or injuries incurred on any part of the trail identified in this document. Further, New York State General Obligations Law 9-103 states that, "an owner, lessee or occupant of premises, whether or not posted as provided in section 11-2111 of the environmental conservation law, owes no duty to keep the premises safe for entry or use by others for hunting, fishing, organized gleaning as defined in section seventy-one-y of the agriculture and markets law, canoeing, boating, trapping, hiking, cross-country skiing, tobogganing, sledding, speleological activities, horseback riding, bicycle riding, hang gliding, motorized vehicle operation for recreational purposes, snowmobile operation, cutting or gathering of wood for non-commercial purposes or training of dogs, or to give warning of any hazardous condition or use of or structure or activity on such premises to persons entering for such purposes; an owner lessee or occupant of premises who gives permission to another pursue any such activities upon such premises does not thereby (1) extend any assurance that the premises are safe for such purpose, or (2) constitute the person to whom permission is granted an invitee to whom a duty of care is owed, or (3) assume responsibility for or incur liability for any injury to person or property caused by any act of persons to whom the permission is granted."

The principal contact persons have the authority to develop agreements of the type envisioned by this MOU.

This MOU in no way restricts any party from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals. Nothing in this memorandum shall obligate the SRTG, Clinton County or the Town to enter in any contract or other obligations.

This MOU may be modified or amended upon written consent of the parties or may be terminated with 30-day written notice of either party. Unless terminated, this MOU will remain in force and effect indefinitely. Parties may only amend this MOU in writing with the mutual agreement of all parties.

The principal contacts for this agreement are:

Chair of the Saranac River Trail Greenway Board of Directors
Plattsburgh, NY 12901
Phone: (518) xxx-xxxx
Email: jfeiler@champlainarts.com
Supervisor, Town of Plattsburgh 151 Banker Rd
Plattsburgh, NY 12901
Phone: (518)562-6800
Email: michaelcb@townofplattsburgh.org

Chairman, Clinton County Legislature
137 Margaret Street, Suite 208
Plattsburgh, NY 12901
Email: Legislature@clintoncountygov.com

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written below.

Date: 7/25/15

Saranac River Trail Greenway
By: [Signature]
Title: SRTR Chair

Town of Plattsburgh
By: [Signature]
Title: Town Supervisor

Clinton County
By: [Signature]
Title: Chairman, Clinton County Legislature
RESOLUTION #350 - 05/09/18

AUTHORIZING ACCEPTANCE OF A TRAIL EASEMENT
IN THE TOWN OF PLATTSBURGH – LEGISLATIVE OFFICE

BY: Mr. Conroy

WHEREAS, the Saranac River Trail Greenway is a concept to create quality recreational and economic opportunities along the lower Saranac River corridor in the City of Plattsburgh and Towns of Plattsburgh, Schuyler Falls and Saranac through the establishment of a trail network along the Saranac River; and

WHEREAS, the Saranac River Trail Greenway Board of Directors was created on December 7, 2012 to advance the development of the Saranac River Trail Greenway, and the County supports this Board and is responsible for appointing individuals to three of the seven seats on the Board; and

WHEREAS, at this time, the Saranac River Trail Greenway and Town of Plattsburgh are requesting consideration by the County to accept a trail easement for a section of trail in the Town of Plattsburgh described as follows: approximately 575 linear feet of trail on lands owned by Mark A. Jerry comprising a portion of property having a tax parcel ID of 232.-3-7.22; and

WHEREAS, acceptance of the easement by the County would be contingent upon the trail being open to the general public, the cost of the easement to Clinton County being no more than one dollar and the obligation for maintenance of the trail being accepted by the Town of Plattsburgh; now, therefore,

BE IT RESOLVED, upon recommendation of the Economic Development and County Operations Committee, at its meeting of May 9, 2018, the Clinton County Legislature hereby authorizes acceptance of the above-described trail easement for nominal consideration; and

BE IT FURTHER RESOLVED, the Chairperson of the Clinton County Legislature is hereby authorized to sign all necessary documents.

SECONDED BY: Mr. Rosenquest
ADOPTED

“Yes” 10
“No” 0
Absent 0
Clinton County Clerk Recording Cover Sheet

Received From: CLINTON COUNTY LEGISLATIVE OFFICE

Return To: CLINTON COUNTY LEGISLATIVE OFFICE

First 1ST PARTY(---OR)
JERRY, MARK A

First 2ND PARTY(---EE)
CLINTON COUNTY OF

Instr Number: 2018-00296753

Index Type: Land Records
Type of Transaction: Easement-No Fee
Recording Fee: $0.00
Recording Pages: 10

Real Estate Transfer Tax

RETT #: 416
Deed Amount: $0.00
RETT Amount: $0.00
Total Fees: $0.00

The Property affected by this instrument is situated in Plattsburgh (Town), in the County of Clinton, New York

State of New York
County of Clinton
I hereby certify that the within and foregoing was recorded in the Clerk's office for Clinton County, New York
On (Recorded Date): 09/24/2018
At (Recorded Time): 3:58:00 PM

John H. Zurlo, County Clerk

Doc ID - 008313630010

This sheet constitutes the Clerks endorsement required by Section 319 of Real Property Law of the State of New York
TRAIL ACCESS EASEMENT AGREEMENT

Trail Access Easement Agreement (the “Agreement”) is made by and between Mark A. Jerry, having an address of PO Box 914, Morrisonville, NY 12962 (collectively referred to as the “Grantor”), and Clinton County, a municipal government of the State of New York, having an address at 135 Margaret St, Plattsburgh, NY 12901 (the “Grantee”). Grantor and Grantee are collectively referred to herein as the “parties.”

RECITALS

WHEREAS, the Saranac River Trail Greenway (SRTG) is an approximately 27-mile corridor in Clinton County, New York that connects communities along the river from the shores of Lake Champlain into the Adirondack Park; and

WHEREAS, multiple route options were considered for each section, in the City of Plattsburgh, the Town of Plattsburgh, the Town of Schuyler Falls, and the Town of Saranac; and

WHEREAS, a section of trail in the Town of Plattsburgh has been identified as a connector trail located at the Treadwell Mills Dam and extending to the Fisherman’s Parking Lot on Rte 22 near the Plattsburgh International Airport; and

WHEREAS, a portion of said connector trail traverses approximately 575 feet of lands of Mark A. Jerry located in the Town of Plattsburgh on NYS Route 22, having a tax map parcel ID 232.-3-7.22; and

WHEREAS, Grantor and Grantee agree that the Easement is intended to, and will, provide Grantee and the general public with access to scenic, safe and healthy recreational trail opportunities and other similar activities, and to link other community destinations.

NOW THEREFORE, for one dollar ($1.00) and such other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree as follows:

A. RECITALS INCORPORATED.

The recitals set forth above are incorporated and made a part of this Agreement.

B. GRANT OF EASEMENT.

Grantor does freely give, grant, sell, transfer and convey to Grantee and its successors and assigns, forever, a perpetual, nonexclusive, Easement within the Easement Area
located on the Property for ingress, egress, and access by Grantee and the public without charge. The parties acknowledge and agree that the Easement constitutes servitude upon the land and runs with the land.

C. PURPOSES.

Grantor and Grantee acknowledge that the purposes of the Easement are as follows:

1. The primary purpose of the Easement is to provide permanent and perpetual public recreational use of the Easement Area.

2. Grantee will locate a trail within the Easement Area to provide the general public with access for recreational activities in a manner that enhances the outdoor experience, such as walking, jogging, biking, roller and inline skating, and cross-country skiing.

3. Grantee desires to preserve the scenic beauty and natural qualities of the Easement Area and to enhance the trail experience for the public.

D. USES AND OBLIGATIONS.

1. Public Access: Grantee may permit public access to the Easement Area for four-season pedestrian recreational activities, such as walking, running or jogging, skiing, bicycling, and inline skating. Permitted uses shall not include hunting, camping, or the use of any motorized vehicles, except wheelchairs. Police, emergency vehicles, trucks and other machinery may be permitted by grantee from time-to-time to patrol, construct, reconstruct, and maintain the trail and Easement Area. Grantee shall have the right to regulate or further restrict the uses that Grantee determines to be unsafe or otherwise detrimental to the continued use and vitality of the trail, or the condition of the Easement Area.

2. Trail Location: The precise location of the trail shall be within the boundaries of the Easement Area, as determined by Grantee. The trail location may be altered from time-to-time by Grantee. Grantee shall locate the trail in a manner consistent with the purposes of this Agreement. The trail will not be relocated without the prior written consent of Grantor, which consent will not be unreasonably withheld.

3. Management and Maintenance: Grantee shall have the right, at Grantee’s sole cost and expense, to construct, manage, use, repair, replace and maintain a trail and appurtenances, including the right to install, maintain, repair and replace trail surface structures, as well as bridges and/or culverts to traverse surface waters within the Easement Area which Grantee deems necessary,
suitable, and incidental to the full and safe enjoyment by the public of rights and privileges as granted in this Agreement (collectively, "Maintenance"). The trail shall not exceed ten (10) feet in width within the Easement Area. Maintenance activities may include, but are not limited to, the following: cutting trees, clearing vegetation and brush, posting signs, erecting fences and barriers, and repairing the trail surface. Grantee and its agents and contractors shall have the right to access the Easement Area over Grantor's Property to perform Maintenance, but Grantee shall be required to return the Property to substantially the same condition upon completion of the Maintenance. Grantee shall not block, impede, or otherwise unreasonably obstruct the Grantor’s use of the premises. If fencing is to be constructed, Grantee shall have a 10’ wide swing gate installed within Grantee’s fence. Location of said gate to be agreeable by both parties. Grantee will obtain all permits and approvals as necessary, and shall hold Grantor, their heirs, successors and assigns, harmless from and indemnify them against all damages or injury caused by Grantee, its agents, contractors or employees, including, without limitation, violation of any laws, ordinances or regulations.

4. Vegetation Management: Grantee may clear trees, vegetation and brush as required by Grantee to maintain the trail and Easement Area, and may remove dead, dying or diseased vegetation within the Easement Area. Grantee shall not employ herbicides, pesticides, growth inhibitors or other chemicals within the Easement Area without the prior written consent of the Grantor or the Grantors' successors in title to any portion of the Grantors' property. Grantee may remove branches and trees on the Property that unreasonably interfere with the use of the Easement Area. Grantor shall not harvest any trees within the Easement Area without prior written consent of the Grantee, except that Grantor may remove dead, diseased or dying trees without prior permission of the Grantee, provided that Grantor provides Grantee notice of the proposed activity as soon as reasonably possible so that Grantee can divert public use of the trail if necessary.

5. Fencing, Barriers, Signs, and Interference: Grantee may erect and maintain such fencing and barriers within the Easement Area as may be reasonably necessary to prevent access to the Easement Area by motor vehicles. Grantee shall have the right to erect and maintain reasonable signs, blazing or other markings within the Easement Area to inform the public of the trail location and other trail features. Grantor shall not erect fences, barriers or signs within the Easement Area, or interfere with Grantee’s Maintenance of the Easement Area, or the use of the Easement Area by Grantee or the public for the purposes set forth in this Agreement.
6. **Driveways and other Access:** Except as specifically permitted under this Agreement, no rights-of-way, easements of ingress or egress, driveways, roads, utility lines or other easements shall be granted, constructed, developed, or maintained on, over, under, or across the Easement Area, without the prior written consent of the Grantee. Grantee shall not unreasonably withhold or condition the Grantee’s consent, provided that granting consent will not unreasonably interfere with the recreational use of the Easement Area and is otherwise not inconsistent with the purposes of this Easement. Provided, however, that Grantor hereby reserves to themselves, their Grantees, and their heirs, successors and assigns the unconditional right to install or permit others to install, one or more (the number not being limited herein), driveways and walkways across the Easement Area to permit Grantors, their grantees and their heirs, successors and assigns, vehicular, pedestrian and utility access across the Easement Area.

7. **Buildings and other Non-Recreational Uses:** Grantor shall use the Easement Area exclusively for recreational purposes, including a trail. No residential, commercial, or industrial activities are permitted in the Easement Area.

8. **Excavation, Mining and Trash:** Except as provided in this Section D (Uses and Obligations), Grantor shall not disturb the surface of the Easement Area, including, but not limited to, filling, excavation, removal of topsoil, sand, gravel, rocks or minerals, or changing the topography of the Easement Area in any manner. In no case shall surface mining of subsurface oil, gas, or other minerals be permitted. Further, there shall be no placement, collection, or storage of trash, human waste, ashes, chemicals, hazardous or toxic substances, or any other unsightly or offensive material within the Easement Area.

9. **Regulation of Use by Grantee:** Grantee shall have no obligation to open the Easement Area for use by the general public as permitted in this Agreement, and Grantee may suspend any such use from time-to-time as it may determine in its sole discretion. No closure or suspension shall be deemed an abandonment by Grantee of its rights under this Easement.

10. **Reliance Upon State Law:** Grantor and Grantee agree that in creating this easement for public access that each party is relying on the protection against liability contained in Section 9-103 of the New York General Obligation Law (the recreational use statute), as the same may be amended from time-to-time, and for such purposes the Grantee shall be deemed “occupants” of the area of the easement as designated above. Notwithstanding the foregoing, any repeal or amendment of that Section 9-103 which may
diminish its protective effect shall not affect the validity of the Easement herein granted.

E. MISCELLANEOUS PROVISIONS

1. Grantee may assign its rights and obligations under this Agreement with regard to Maintenance of the trail and Easement Area, to the Town of Plattsburgh to perform trail and related management functions and, only upon request and consent by the Grantor, may those rights and obligations be re-assigned.

2. The term of the Easement shall be perpetual.

3. This Agreement may be amended from time-to-time upon the mutual written consent of both Grantee and Grantor, and any amendment shall be in writing and recorded in the Clinton County Clerk’s Office.

4. Failure to enforce any provision of this Agreement shall in no event be deemed a waiver of a right to do so thereafter as to the same violation or breach or as to any violation occurring prior or subsequent thereto.

5. Any invalidation of any provision of this Agreement shall not affect the validity of any other provisions of this Agreement, which shall remain in full force and effect.

6. Grantee may record this Agreement in the Clinton County Clerk’s Office at Grantee’s expense, however, Grantor agrees to cooperate with Grantee and sign any documents required to record and otherwise effectuate the purposes of this Agreement.

7. This Agreement shall be governed by and construed in accordance with the laws of the State of New York and any actions concerning this Agreement shall be brought in the Supreme Court for the County of Clinton.
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as follows:

Grantor

Date 6/22/18

Grantor

Date

Grantor

Date

Grantor

Date

Grantor

Date

By: Clinton County, NY

Grantee

Date 8/20/18
STATE OF NEW YORK  )
COUNTY OF CLINTON  )

On the 27th day of June in year 2018 before me, the undersigned, a Notary Public in and for said State, personally appeared, Mark Jerry, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature]
Notary Public

STATE OF NEW YORK  )
COUNTY OF CLINTON  )

On the 20th day of August in year 2018 before me, the undersigned, a Notary Public in and for said State, personally appeared, Harry J. McManus, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature]
Notary Public

STATE OF NEW YORK  )
COUNTY OF CLINTON  )

On the ___ day of ________ in year ______ before me, the undersigned, a Notary Public in and for said State, personally appeared, ________________, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature]
Notary Public
EXHIBIT A

EASEMENT AREA
Public Recreation Trail Easement: Parcel # 232.-3-7.22

*20' wide easement from center of trail

Parcel ID
# 232.-3-7.22
AMENDING RESOLUTION #723 DATED OCTOBER 22, 2014 TITLED, "ADOPTING POLICY GUIDING THE EXPENDITURE BY CLINTON COUNTY OF FUNDS RECEIVED THROUGH THE TOBACCO SETTLEMENT - LEGISLATURE"

BY: Mr. Rosenquest

WHEREAS, Resolution #723 dated October 22, 2014 authorized the Clinton County Legislature to establish a policy for using a portion of Tobacco Settlement funds for community-related projects in the County; and

WHEREAS, it has been determined that amendments to the policy are prudent at this time to effectively handle the volume of funding requests that are routinely received in response to this funding opportunity; now, therefore,

BE IT RESOLVED, upon the recommendation of the Economic Development Ad Hoc Committee, through a poll conducted on April 22, 2016, the Clinton County Legislature hereby adopts the following policy with amendments included in italicized bold print:

Policy Guiding the Expenditure by Clinton County of Funds Received Through the Tobacco Settlement

Background

In 1998, the New York State Office of Attorney General announced a $206 billion national settlement proposal between the Federal Government and the tobacco industry resulting in a financial settlement that restores to taxpayers hundreds of billions of dollars that have been spent treating smoking-relating illness. New York State shared the monies gained by the State in the settlement with New York Counties under the premise that the Counties incur a substantial portion of the Medicaid expense. The Attorney General’s Office encouraged the Counties to use the Tobacco Settlement monies for capital projects/infrastructure, but did not restrict the use of the monies. As detailed in the Resolutions below, Clinton County decided to use the Settlement funds primarily for road maintenance and paving, but reserved five percent of funds for community-related projects. No one can say with certainty how long the County will continue to receive Tobacco Settlement funding; however, funds are expected to be received every year as long as tobacco sales continue.

Acceptable Use of Tobacco Settlement Funds

By Resolution #422 dated June 14, 2000, the Clinton County Legislature declared 95 percent of all revenue received from the Tobacco Settlement shall be utilized for "pavement management" within the County.

By Resolution #742 dated October 10, 2012, the Clinton County Legislature declared five percent of all revenue received from the Tobacco Settlement shall be utilized for "community-related projects" within the County.
Definition of Terms

Community-Related Projects: Projects that increase the quality-of-life experience in Clinton County in a measurable way for residents of and visitors to the County.

Policies Guiding Award of Tobacco Settlement Funds for Community-Related Projects

1. An opportunity to award funds will be available only two times each year (April 1st and October 1st) unless the Clinton County Legislature determines that an eligible project is critically important and delaying award until the next award date would likely result in the inability to complete the project.

2. Eligible applicants shall include local municipalities and registered not-for-profit organizations in Clinton County. Individuals or organizations that are not local municipalities or registered not-for-profits must be sponsored by an eligible applicant.

3. Eligible applicants shall submit a completed "Tobacco Settlement Funding Proposal Form" to the Clinton County Legislative Office prior to April 1st or October 1st to be considered for funding during that round.

4. The Clinton County Legislature shall have complete discretion regarding the maximum award and the number of awards provided each year; however, it is recognized that retaining funds in this account is generally regarded as wise policy in case important projects arise throughout the year.

5. To the extent possible, the sum of $100,000 shall be retained in the fund on a regular basis to insure that the fund contains reserve monies in case an important project arises during the course of the year that the Legislature decides to award monies from the fund. Establishing such a "cap" on expenditures from the fund thereby limits the funding available for any round of the program, and therefore the number of projects that can be accepted for award of funding.

6. Proposals received from eligible applicants shall be received by the Clinton County Legislative Office where they will be tabulated and presented to the next Clinton County Finance Committee meeting for consideration. All applicants shall be invited to the meeting of the Finance Committee, at which time they are expected to provide a brief presentation of their application, and be available to answer any questions Legislators may have. All applications shall then be placed on the agenda for the next Legislative Economic Development Ad Hoc Committee for review and recommendation of award at the next full meeting of the County Legislature.

7. Only community-related projects shall be eligible for funding under this program, and the following criteria shall be utilized for determination of awards by the Clinton County Legislature:

    a. Extent to which the project increases the quality of life in the County or the magnitude of impact presented by the project;

    b. Amount of the request in relation to the projected impact of the project;
c. The extent to which the applicant provides matching funds and/or resources to the project thereby demonstrating a commitment to the project;

d. The extent to which the proposal benefits and is sponsored by multiple local municipalities and/or organizations;

e. The likely value of the project in future years in terms of economic return to the County (i.e. increased tourism dollars expended, generation of increased tax revenue, etc.); and

f. The funding being requested is for a one-time project rather than a project that is considered a routine operating cost.

NOTE: A numerical value was not assigned to the criteria listed above in order to provide maximum flexibility to the County Legislature in determining awards.

8. Proposals must request a specific amount of funding and must detail the specific actions that shall be undertaken.

9. All applications for funding shall be limited to a request of no more than $15,000.

10. All applicants that are awarded funding under this program shall not be eligible to submit another application for a period of three years (i.e., if an application for an April 2016 round of funding receives an award, that applicant is not eligible to submit another application for funding until April 2019.)

11. The funds shall be awarded as a reimbursement after it has been demonstrated by the applicant that the project has been completed as proposed. (Exceptions will be considered on a case-by-case basis for those projects for which funding by reimbursement does not make sense or results in a hardship to the applicant.) In no case shall funds in excess of the award and in excess of documented expenses be provided under this program.

SECONDED BY: Mr. Hall
ADOPTED

"Yes" 9
"No" 0
Absent 1 (Mr. Timmons)
STATE OF NEW YORK)  
COUNTY OF CLINTON) SS:  
LEGISLATIVE CHAMBERS) 

I HEREBY CERTIFY, that the foregoing is a true copy of a resolution acted upon by the County Legislature in Regular Session on April 27, 2016. 

A quorum being present, and a majority voting therefor.

(SEAL) 

Michael E. Zurlo  
Clerk of the Legislature