

RESOLUTION NO. 415

AUTHORIZING A LICENSE AGREEMENT REGARDING THE LAWSON LAKE PROPERTY AND CAMP OPPORTUNITIES, INC. AND ADOPTING A PUBLIC USE PLAN FOR THE LAWSON LAKE PROPERTY FACILITATING PUBLIC ACCESS FOR PASSIVE USE

Introduced: 12/22/97

By Conservation and Improvement Committee, Messrs. Richardson, Clouse, Gordon, Collins, Donohue and Ms. McKnight:

WHEREAS, The County of Albany owns a parcel of land located in the Towns of Coeymans and New Scotland known as Lawson Lake, this property includes a lake, trails, a number of cabins, lodges, recreational facilities and a house, and

WHEREAS, The property and facilities are used by community groups, school districts and other organizations for recreational and educational activities, and

WHEREAS, A day camp program benefiting urban youth and their families has been operated at the Lawson Lake property since 1967 by Camp Opportunities, Inc., a not-for-profit corporation servicing more than 700 families each year, and

WHEREAS, There exists the potential to develop new, passive use recreational facilities open to the general public in a cooperative manner that does not interfere with the continued operation of the programs of Camp Opportunities, Inc., and

WHEREAS, Camp Opportunities, Inc., in consideration for its use of the property, has in the past and currently continues to provide resources for a significant share of the necessary maintenance, management, oversight and security of this Albany County property and its facilities, including the employment of an on-site caretaker, and

WHEREAS, Since the County purchase of the property in 1979, a formal use agreement has never existed between the operators of Camp Opportunities, Inc. and Albany County, and such an agreement is now deemed necessary and prudent for the maximum public use of the Lawson Lake property, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into a license agreement on behalf of the County of Albany with Camp Opportunities, Inc. for the use of the Lawson Lake property in accordance with the terms set forth in the licensing agreement and the public use plan approved and adopted herein, and, be it further

RESOLVED, That the term of the license agreement shall be for five years commencing on January 1, 1998 and ending on December 31, 2002, and, be it further

RESOLVED, That the Albany County Legislature hereby adopts the Public Use Plan for the Lawson Lake Property, attached hereto as Appendix "A", and, be it further

RESOLVED, That the County Attorney is authorized to approve said license agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

Resolution was amended by Mr. Richardson as follows: On page 3 of Appendix "A" under the Parking paragraph, amend the second sentence to read: "Contingent upon the same enumerated considerations, a backup parking site will be located south of the west side day camp road and west of Lawson Lake Road, within the gate if practicable, and if not practicable, as close as possible to the gate."

Amendment was passed by unanimous vote.

On roll call vote on the resolution as amended the following voted in favor: Mss. Barlette, Benedict, Messrs. Bray, Cannizzaro, Clouse, Collins, Commisso, Ms. Connolly, Messrs. Crummey, Darbyshire, DeCecco, Dennis, Ms. Denison, Messrs. Domalewicz, Donohue, Ethier, Gordon, Graziano, Grudecki, Houghtaling, Infante, Joyce, Laudato, Mss. Maffia-Tobler, McKnight, Mr. Nowicki, Ms. Reed, Messrs. Richardson, Riddick, Ms. Robinson, Messrs. Ross, Rueckert, Russo, Sherman, Ward, Ms. Wiley and Mr. Young -- 37.

Those opposed: -0-

Resolution was adopted. 12/22/97

Appendix "A" Resolution No. 415 for 1997

PUBLIC USE PLAN FOR THE LAWSON LAKE PROPERTY

INTRODUCTION

This plan is intended to identify steps to be taken by the County to provide public access and passive recreational use of the Lawson Lake property. Since 1980, the property has been used regularly by Camp Opportunities, Inc., an organization that provides inner-city children with summer recreational programs, in addition to short-term use by schools, organizations, and groups.

PUBLIC ACCESS

Loop-trail

A newly developed loop trail will be accessible year round at the south end of the property on the west side of Lawson Lake Road. The loop trail will be accessible from a trail head adjacent to a parking area.

East Shoreline

The lake's east shoreline will be accessible year-round from two points: a drop-off point located on an improved pull-off along Lawson Lake Road and via an existing cleared shoreline access path starting just inside the main gate to the west side day camp.

West Shoreline

During those times of the year when Camp Opportunities is not in session and at other times when the camp is not in operation, such as on weekends during the summer months, public access to the west shoreline will be available for the purpose of shoreline fishing and launching canoes and other cartop vessels.

West Side Day Camp

Public access to the west side day camp will be available when Camp Opportunities is not in operation, including weekends during the summer months when the facility is not in use by Camp Opportunities. Use of the west side day camp by local schools, organizations, and groups will be by reservation only, following review by the County Office of Natural Resources in consultation with the County Department of Law and the County Department of Public Works. Applications will be processed within ten (10) business days of the submission of a fully completed application form.

East Side Day Camp

Public access to the east side day camp will be available when Camp Opportunities is not in operation. Use of the east side day camp by local schools, organizations, and groups will be by reservation only, following review by the County Office of Natural Resources in consultation with the County Department of Law and the County Department of Public Works. Applications will be processed within ten (10) business days of the submission of a fully completed application form.

Drop-Off Sites

Two new drop-off access points to the lake shore will be developed. One will be located at an improved, widened pull-off along the shoulder of Lawson Lake Road with immediate access to the east shoreline fishing area. This site will include a stairway or other means as needed to provide convenient, year-round access for cartop vessel drop off and shoreline fishing. The second site will be established near the existing beach area adjacent to the west side day camp. This site will be available for use when Camp Opportunities is not in operation. The site will include two handicap parking spaces, while other visitors will return their vehicles to the new parking area as described in the Implementation section below.

ALLOWABLE USES AND ACTIVITIES

Trail Use

The public will be afforded the opportunity to engage in a wide variety of multi-seasonal, passive recreational uses on the Lawson Lake property. Hiking, bird watching, nature study, snowshoeing, and cross-country skiing will be provided on a loop trail to be developed in the wooded area south of the lake.

Fishing (including ice fishing)

Shoreline fishing will be available year-round from the lake's east shore and from the west shore during the months when Camp Opportunities is not in session. Fishing from canoes and other cartop vessels will also be available on a year-round basis. In addition, use of the lake as a locally popular ice fishing area will continue to be available during the winter months.

Boating

This plan provides for the use of canoes and similar portable, cartop craft on the lake. In order to facilitate this use, a readily accessible drop-off point will be located at each of the respective lake shores. As with shoreline fishing, the east shore drop-off will be accessible year-round; however, use of the west shore drop-off will be available when Camp Opportunities day camp program is not in operation. It is important to note that no motorized craft or larger vessels requiring trailers will be allowed under any circumstances. Prohibition on the use of boat trailers is intended to preclude the possible introduction of problematic species such as water

chestnut and zebra mussel which can be readily picked up in area waters such as the Hudson and Mohawk rivers.

Camp Opportunities Day Camp

Use of the facility by Camp Opportunities for the purpose of operating its summer day camp program shall be in accordance with a License Agreement executed between Camp Opportunities and the County.

Other Uses

Use of Lawson Lake for outdoor education and recreation programs and activities by schools, organizations and other groups is encouraged. Use of the west side and east side day camp facilities for these purposes is available by reservation. Family picnicking will be allowed in designated areas of the west side and east side of the lake.

Prohibited Uses and Activities

Given the aforementioned permitted uses, various uses and activities will be expressly prohibited. These include, but are not necessarily limited to, swimming, open fires, overnight camping, hunting, trapping, motorized vehicles, motorized boats and large craft requiring trailers, and consumption of alcoholic beverages*. All such prohibited uses and activities will be clearly posted on public informational signs to be placed at strategic locations on the property. *The consumption of alcohol may only be allowed under special permit approved by the County.

IMPLEMENTATION

The immediate objectives of this plan, which include provision of public access to the property for passive recreational use and parking for facility users, will be satisfied by implementation of the following components:

Boundary Posting

The irregular nature of the park boundaries, private ownership of two inholdings, and presence of numerous existing trails that cross property lines will require meeting with adjacent landowners to address questions of trail use and access and to assist in the accurate placement of boundary postings. Preliminary boundary posting will rely upon deed directions, tax maps and landowner feedback.

Parking

A gravel-based parking area of approximately 10 spaces will be constructed at a preferred site located within the gate, south of the west side day camp road in an area currently covered by trees, contingent upon the following considerations; Traffic safety; Environmental factors; Engineering factors; and Cost considerations. Contingent upon the same enumerated considerations, a backup parking site will be located south of the west side day camp road and west of Lawson Lake Road, within the gate if practicable, and if not practicable, as close as possible to the gate. The

general location of the parking area will be designed in concert with the siting of the trail head and connector spur for the loop trail as discussed below, in addition to providing maximum oversight of facility use by the property caretaker. The exact placement of the parking area will be determined following consideration of site specific conditions including area requirements and existing grade.

Trails

A loop trail in the southern portion of the property on the west side of Lawson Lake Road will be developed utilizing portions of an existing trail system at its base. While the majority of the existing trail is clearly discernible and in need of minimal improvements, certain portions demonstrating wet, slippage prone, or otherwise sensitive conditions will be realigned and/or rehabilitated as necessary. Trail access will be through a linkage extending from a trail head in the vicinity of the parking area to the loop trail itself. A warming shed will be provided by the County located in close proximity to the parking lot.

Public access to the lake, and particularly, to the shoreline fishing area on the east shore, will be afforded by an existing path beginning just inside the main gate at the entrance to the west side day camp. Portions of this path may be seasonally wet following snow melt or heavy rains; however, no improvements are planned at this time due to cost and regulatory constraints.

Specifically, the most cost-effective remedial measure, involving placement of substantial fill to raise the grade above seasonally wet conditions, would be prohibited under provisions of State and Federal wetland regulations. Furthermore, the only feasible alternative deemed acceptable to the NYS Department of Environmental Conservation would involve installation of a raised boardwalk over wetland areas. Based on preliminary design undertaken by the County Division of Plans and Projects, the cost estimate for such a boardwalk is considered prohibitive under current fiscal conditions. As a future consideration, however, fiscal constraints to constructing this boardwalk may be alleviated by securing outside funding support such as subsequent rounds of 1996 Clean Water/Clean Air Bond Act assistance.

Signage

In addition to boundary posting, trail markers will be placed at regular intervals on the loop trail to guide trail users along the intended route. This is particularly important given that the existing trail forming the basis of the loop trail is only one portion of an unmarked trail network located south of the lake.

In order to ensure public safety and safeguard the natural and structural integrity of the facility, public informational signs will be posted at strategic locations throughout the property clearly detailing prohibited uses and activities (e.g. swimming, open fires, camping, hunting, trapping, motorized vehicles, alcoholic beverages, etc.), as well as signs indicating that this is a "carry in, carry out" facility

relative to the absence of rubbish bins. In addition, a large informational sign will be erected at the parking area to assist in educating the public about the property and how it should be used. This may include a list of regulations, map of the trail, hours when the park is open to the public, and other pertinent information.

East Shore Lake Access

In compliance with environmental and other pertinent regulations, the County Department of Public Works (DPW) will widen a shoulder area along Lawson Lake Road for use as a drop-off point for canoes and other portable, cartop craft, but actual parking will be prohibited at this site and limited to the new parking area discussed above. In addition, DPW will install a wooden stepway or other suitable means to negotiate the steep slope from the drop-off point at road level to the shoreline to facilitate lake access. It should be noted that implementation of these measures is dependent on satisfactory compliance with any applicable environmental regulations. As mentioned above, shoreline fishing will continue to be provided from the east shore and will be accessible from the designated parking area via an existing path along the shoreline.

West Shore Lake Access

This plan will accommodate lake access for the purpose of fishing and use of canoes and other portable, cartop craft from the west shoreline when Camp Opportunities' is not in operation. At these times, vehicle access will be permitted through the main gate to a second drop-off point at the existing beach area where cartop vessels may be unloaded and picked up. With the exception noted below, actual parking will be prohibited at this site and limited to the new parking area discussed above.

As an added provision of this plan, two designated handicap parking spaces will be located proximate to the west shore drop-off site, thereby providing ready access to the lake for physically disadvantaged individuals. Only vehicles with official handicap parking license plates or displaying other acceptable demonstration of a visitor's physical disability will be allowed to utilize these spaces while at the facility. As mentioned above, all other users must park their vehicles in the designated public lot.

Other Considerations

In order to afford use of the loop trail for cross-country skiing and other passive winter activities, snow plowing of the parking area will be carried out by County DPW crews during routine plowing of County Route 109.

Finally, as relates to security issues, the proximity of the Caretaker's house to the parking area will facilitate oversight and policing of the park by the facility caretaker. Additionally, the property should be periodically checked by the Albany County Sheriff's Department during regular patrols in the Lawson Lake vicinity.

Local law enforcement officials will be notified of events involving special use permits.

Annual Review

There shall be an annual review of this public use plan by the Albany County Conservation and Improvement Committee. This review shall include, but not be limited to, an evaluation of the implementation status of this plan and subsequent enhancements to same as well as reports concerning the annual receipts and disbursements records for the facility and compliance with the federal acquisition agreement dated 5/31/79, Land and Water Conservation Fund Grants manual and subsequent revisions of same.

UNITED STATES DEPARTMENT OF THE INTERIOR
Heritage Conservation and Recreation Service
Land and Water Conservation Fund Project Agreement

State	New York	Project Number	36-00726
Project Title	Lawson Lake Acquisition		
Project Period	Approval to 12/31/84	Project Stage Covered by this Agreement	Entire

Project Scope (Description of Project)

Acquisition of 500+ acres of land including a Lake for park purposes by the County of Albany in fee simple. The property is located west of the Town of Coeymans and south of New Scotland.

Project Cost	The following are hereby incorporated into this agreement:
Total Cost \$ 594,000	1. General Provisions (HCRS Manual)
Fund Support not to exceed 50% Fund Amount \$ 297,000	2. Project Application and Attachments.
Cost of this Stage \$ 594,000	3. _____
Assistance this Stage \$ 297,000	4. _____

The United States of America, represented by the Director, Heritage Conservation and Recreation Service, United States Department of the Interior, and the State named above (hereinafter referred to as the State), mutually agree to perform this agreement in accordance with the Land and Water Conservation Fund Act of 1965, 78 Stat. 897 (1964), the provisions and conditions of the Heritage Conservation and Recreation Service Manual (Grants-in-Aid Series), and with the terms, promises, conditions, plans, specifications, estimates, procedures, project proposals, maps, and assurances attached hereto or retained by the State and hereby made a part hereof.

The United States hereby promises, in consideration of the promises made by the State herein, to obligate to the State the amount of money referred to above, and to tender to the State that portion of the obligation which is required to pay the United States' share of the costs of the above project stage, based upon the above percentage of assistance. The State hereby promises, in consideration of the promises made by the United States herein, to execute the project described above in accordance with the terms of this agreement.

The following special project terms and conditions were added to this agreement before it was signed by the parties hereto:

In witness whereof, the parties hereto have executed this agreement as of the date entered below.

THE UNITED STATES OF AMERICA
By [Signature]
Chief, Grants Division
(Signature)

Heritage Conservation and
Recreation Service
United States Department
of the Interior

Date FEB 5 1979

STATE
New York
By [Signature]
(Signature)

Joseph V. McCartin
(Name)
Deputy Commissioner for
Administration and Fiscal Affairs
(Title)

Lawson Lake Acquisition

State of New York
Office of Parks and Recreation
Albany, New York 12238

C154290

PROJECT NO. 36-00726
MUNICIPALITY County of Albany
COUNTY Albany

AGREEMENT

THIS AGREEMENT made the 31st day of May, 1979 by and between the Commissioner of Parks and Recreation of the State of New York, hereinafter referred to as "Commissioner," acting for and on behalf of the people of the State of New York, and the County of Albany hereinafter, referred to as "Municipality."

WITNESSETH:

WHEREAS, the Commissioner, pursuant to Section 3.09 of the Parks and Recreation Law, has been designated to act as the State Agent for the receipt and administration of any Federal grants or advance of funds for the assistance of any project, program, or activity, and

WHEREAS, as State Agent, he has entered into an Agreement, dated the 5th day of February, 1979, with the United States of America, acting by and through the Bureau of Outdoor Recreation of the United States Department of the Interior (hereinafter called "BOR") for the payment of Federal Assistance for the municipal project hereinafter described (hereinafter referred to as "PROJECT"), with a maximum grant of \$ 297,000, and

WHEREAS, the Municipality hereby assures Parks that it has available sufficient funds to meet its share of the cost of such projects as authorized by the Land and Water Conservation Fund Act of 1965, 78 Stat. 897 (1964), and acts amendatory thereto, and

WHEREAS, the Municipality has filed an application pursuant to said Land and Water Conservation Fund Act of 1965 for Federal Assistance toward the cost of said project, the purpose and scope of which are set forth in Schedule B, entitled "Project Description, Construction, and Payment Schedule," attached hereto and made a part thereof, and

WHEREAS, the County of Albany represents and warrants that it has the appropriate authorization to enter into this agreement, and such authorization is in form and substance satisfactory to the Commissioner, and

WHEREAS, the County of Albany further represents that it has available sufficient funds to meet its share of the cost of such project.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and warranties herein made by and between the parties hereto, one with the other, it is hereby agreed as follows:

1. The parties shall comply with all terms and conditions set forth in attached Schedule A, entitled "Statutory Requirements of the State of New York"; Schedule B, entitled "Project Description, Construction and Payment Schedule"; and Schedule C, if any, entitled "Other Conditions"; each of which is initiated by the parties hereto and which Schedules are incorporated herein and made a part hereof, as if fully and completely set forth herein, and are hereinafter referred to as Schedules "A," "B," and "C," respectively.

2. The MUNICIPALITY shall complete the Project as set forth in Schedule B, and failure to render satisfactory progress or to complete the project to the satisfaction of the Commissioner may be deemed an abandonment of the project and cause for the suspension or termination of any obligation of Parks hereunder.

3. In the event the MUNICIPALITY should be deemed to have abandoned the project, as more fully described in paragraph 2 above, for any reason or cause other than a national emergency or an Act of God, all monies paid hereunder to the MUNICIPALITY by the State shall be repaid to the State within one year after demand. If such monies are not repaid within one year after such demand, the State Comptroller may cause to be withheld from any State assistance to which the MUNICIPALITY would otherwise be entitled an amount equal to the monies.

4. The MUNICIPALITY shall comply with all applicable requirements of Federal, State, and Local laws, rules and regulations, especially as they relate to the construction and completion of the project and contracts in connection therewith including any bid conditions which may be applicable within a particular geographic area because of the Governor's Affirmative Action Program for such area relating to minority employment.

5. Unless otherwise agreed to in writing by the Commissioner, this Agreement shall be null and void if the MUNICIPALITY fails to submit to our Regional Office project plans and specifications within ninety (90) days from the date of contract signature and must accept bids within thirty to sixty (30-60) days of notice of approval for the submitted plans and specifications.

6. The estimated reasonable cost of the eligible Project is determined by the Commissioner to be \$ 594,000. In accordance with Parks and Recreation, Commissioner's Directive No. 12, cost overruns will not receive assistance and must be funded by the MUNICIPALITY.

7. Construction contracted for by the MUNICIPALITY shall meet the following requirements:
a. Contract plans, specifications, and cost estimates shall be submitted to the Commissioner for review and approval prior to letting of any construction contract. All approved plans and specifications shall become a part of this agreement, and no change or revision thereof may be made without the express written consent of the Commissioner or his duly authorized representative.

b. Contracts for construction in excess of \$3,500 shall be awarded after competitive bidding in accordance with the provisions of the General Municipal Law. A Certified copy of a summary of all bids shall be submitted to the Commissioner prior to awarding, and an executed copy of the construction contract will thereafter be submitted to the Commissioner.

c. The MUNICIPALITY shall inform all bidders on contracts for construction in excess of three thousand five hundred dollars (\$3,500) that Federal funds are being used to assist in construction.

9. The MUNICIPALITY shall:

a. Submit to the Commissioner such reports, documents, data, and other information as he may from time to time request.

b. Submit all claims for payment in a form acceptable to the Comptroller of the State of New York.

c. Keep accurate and separate accounting and fiscal records; maintain an efficient and accurate cost keeping system for records of all receipts and disbursements of all funds attributable to this Project, and shall produce such records for examination at such reasonable time or times as may be designated by the Commissioner and/or the State Comptroller or their duly authorized representatives and shall permit extracts therefrom and copies thereof to be made by said Commissioner or State Comptroller or their duly authorized representatives; and shall maintain a separate construction account or accounts which shall reflect the credit of all funds from whatever source provided, promptly upon receipt thereof.

d. Proceed expeditiously with and complete the Project in accordance with the application, plans and specifications, or amendments thereto approved by the Commissioner.

e. Commence operation of the Project upon completion thereof and will not discontinue operation or dispose of the Project without the prior written approval of the Commissioner.

f. Operate and maintain the Project in accordance with applicable laws, rules and regulations.

g. Allow the Commissioner or his representatives unrestricted access to the work during the preparation and progress thereof, and provisions shall be made in all construction contracts relating to the Project for such access and inspection by the Commissioner or his representatives.

9. The MUNICIPALITY warrants that:

It has the legal status necessary to enter into this Agreement and that the person signing the same is authorized to do so.

10. In the event funds should not be available for future stages of the Project, if any, the MUNICIPALITY shall bring the Project to a point of usefulness agreed upon by BOR, Parks, and the MUNICIPALITY.

11. Project costs eligible for Federal assistance shall be determined upon the basis of the criteria set forth in the BOR Manual, and the New York State Finance Law.

12. Property and facilities acquired or developed pursuant to this Agreement shall be thereafter available for inspection by BOR and Parks personnel upon request.

13. The MUNICIPALITY may unilaterally rescind this Agreement at any time prior to the commencement of the Project. After Project commencement, this Agreement may be rescinded, modified or amended only by mutual agreement. A project shall be deemed commenced when the MUNICIPALITY makes any expenditures or incurs any obligation with respect to the project.

14. Failure by the MUNICIPALITY to comply with the terms of this Agreement or any similar agreement may be cause for the suspension of all obligations of Parks hereunder.

15. This Agreement shall become effective upon approval by the Attorney General and by the State Comptroller in accordance with the provisions of the State Finance Law.

16. This Agreement contains all of the provisions, conditions and promises agreed to between the parties hereto and shall continue in full force and effect until the Project covered by this Agreement is completed and final payment is made by the State in accordance with the provisions of Schedule B attached hereto, unless specifically otherwise provided for herein.

17. Any amendment to this Agreement, including Schedules A, B, and C, or extensions of time resulting from change orders or changes in payment or construction schedules shall be made in writing and signed by the Commissioner or his duly authorized representative.

18. The relationship of the MUNICIPALITY to the State is that of an independent contractor, and said MUNICIPALITY, in accordance with its status as such contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as nor claim to be an officer or employee of the State by reason hereof, and that it will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to workmen's compensation, unemployment insurance benefits, social security coverage, or retirement membership or credit.

19. The MUNICIPALITY hereby agrees to indemnify, save and hold harmless the State and all its agents and employees of and from any and all claims, demands, actions, or causes of action of whatsoever nature or character arising out of or by reason of the execution or performance of the work and services provided for herein and further agrees to defend at its own cost and expense any action or proceeding commenced for the purpose of asserting any claim of whatsoever character arising hereunder.

20. Special Conditions.

The MUNICIPALITY agrees that:

a. It shall at all times provide and maintain competent and adequate supervision, as required by Law, who will be responsible for assuring that all construction conforms to the approved plans and specifications and for certifying to the MUNICIPALITY.

b. It is expressly understood and agreed that should the Federal Government for any reason disallow, disapprove or fail to fully reimburse the State for any portion or all of the Federal Assistance approved for this project, the MUNICIPALITY shall reimburse the State in full for all expenditures so paid. If the MUNICIPALITY shall fail to reimburse the State within one year after notice of such disapproval, disallowance, or failure, the State Comptroller shall cause to be withheld from any State assistance to which the MUNICIPALITY would otherwise be entitled, an amount sufficient to reimburse the State in full.

c. The MUNICIPALITY shall not at any time sell or convey any property or facility acquired or developed pursuant to this Agreement, nor shall the MUNICIPALITY convert such property or facility to any use other than a public outdoor recreation use without the express authority of an act of the Legislature and the consent of the Secretary of the Interior.

d. The MUNICIPALITY shall at its own cost and expense, operate and maintain, or cause to be operated and maintained, for the intended public use, the property or facilities acquired or developed pursuant to this Agreement in the manner and according to the standards set forth in the BOR Manual.

e. The acquisition cost of real property shall be based upon the appraisal of a competent appraiser. The reports of such appraisers shall be made available for inspection and review by Parks and approval by BOR.

f. The MUNICIPALITY shall not discriminate against any person on the basis of residence, except to the extent that reasonable difference in admission or other fees may be maintained on the basis of residence.

g. The MUNICIPALITY shall comply with the policies and procedures set forth in the Bureau of Outdoor Recreation Manual. Said Manual is hereby incorporated into and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

EXECUTIVE DEPARTMENT
OFFICE OF PARKS AND RECREATION

(Title)

COUNTY OF ALBANY, N.Y.
Municipality

By

(Title)

COUNTY EXECUTIVE

APPROVED

Date: _____

APPROVED AS TO FORM

APPROVED AS TO FORM

Date: _____

ROBERT ARSANA

JUL 2 - 1979

Attorney General

By

By

Assistant Attorney General

For the State Comptroller

APPROVED

JUL 30 1979

FOR THE STATE COMPTROLLER

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STATE OF NEW YORK)

COUNTY OF Albany)

SS.:

On the 31st day of May, 1997, before me personally came
James J. Coyne, to me known to be the County Executive
 (Title) of the County of Albany described herein, and
 (Municipality)
 who executed the foregoing instrument as such County Executive
 (Title)
 pursuant to authority contained within a resolution of the County Legislature
 (Governing Body)
 of the County of Albany duly adopted on April 9, 1997
 (Municipality) (Date)
 1997, and he acknowledged that he executed the same in such capacity.

Thomas G. Clingan
 Notary Public

THOMAS G. CLINGAN
 Commissioner of Deeds
 City of Albany, N. Y.
 My Commission Expires Dec. 31, 1998

STATE OF NEW YORK)

COUNTY OF ALBANY)

SS.:

On this _____ day of _____, 19____, before me personally came
 _____, to me known and known to me to be the
 _____, of the Office of Parks and Recreation,
 the person described as such in and who executed the foregoing instrument, and he duly acknowledged to
 me that he executed the same for the Commissioner of the Office of Parks and Recreation for the purpose
 therein mentioned.

 Notary Public

APPENDIX A

The parties to the attached contract further agree to be bound by the following, which are hereby made a part of said contract.

I. This contract may not be assigned by the contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the State.

II. This contract shall be deemed executory only to the extent of money available to the State for the performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for the purpose thereof.

III. The contractor specifically agrees, as required by Labor Law, Sections 220 and 220-d, as amended that:

(a) no laborer, workman or mechanic, in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week, except in the emergencies set forth in the Labor Law.

(b) the wages paid for a legal day's work shall be not less than the prevailing rate of wages as defined by law.

(c) the minimum hourly rate of wages to be paid shall not be less than that stated in the specifications, and any redetermination of the prevailing rate of wages after the contract is approved shall be deemed to be incorporated herein by reference as of the effective date of redetermination and shall form a part of these contract documents.

1.) The Labor Law provides that the contract may be forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than —

(a) the stipulated wage scale as provided in Labor Law, Section 220, subdivision 3, as amended or

(b) less than the stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d, as amended.

IV. The contractor specifically agrees, as required by the provisions of the Labor Law, Sections 220-e, as amended, that:

(a) in hiring of employees for the performance of work under this contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no contractor, subcontractor nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, sex, or national origin discriminate against any citizen of the State of New York who is qualified and avail-

able to perform the work to which the employment relates.

(b) no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, sex or national origin.

(c) there may be deducted from the amount payable to the contractor by the State under this contract a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract, and

(d) this contract may be cancelled or terminated by the State of municipality and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract, and

(e) the aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

V. The contractor specifically agrees, as required by Executive Order No. 45, dated January 4, 1977, effective February 4, 1977, that:

(a) the contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake programs of affirmative action to insure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

(b) if the contractor is directed to do so by the contracting agency or the Office of State Contract Compliance (hereafter OSCCI), the contractor shall request each employment agency, labor union, or authorized representative of workers, with which he has a collective bargaining or other agreement or understanding, to furnish him with a written statement that such employment agency, labor union or representative will not discriminate because of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations hereunder and the purposes of Executive Order No. 45 (1977).

(c) the contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

• (d) the contractor will comply with all the provisions of Executive Order No. 45 (1977) and of rules, regulations and orders issued pursuant thereto and will furnish all information and reports required by said Executive Order or such rules, regulations and orders, and will permit access to its books, records, and accounts and to its premises by the contracting agency or the OSCC for the purposes of ascertaining compliance with said Executive Order and such rules, regulations and orders.

• (e) if the contractor does not comply with the equal opportunity provisions of this contract, with Executive Order No. 45 (1977), or with such rules, regulations, or orders, this contract or any portion thereof, may be cancelled, terminated or suspended or payments thereon withheld, or the contractor may be declared ineligible for future State or State-assisted contracts, in accordance with procedures authorized in Executive Order No. 45 (1977), and such other sanctions may be imposed and remedies invoked as are provided in said Executive Order or by rule, regulation or order issued pursuant thereto, or as otherwise provided by law.

• (f) the contractor will include the provisions of clauses (a) through (e) above and all contract provisions promulgated by OSCC pursuant to Section 1.3(b) of Executive Order No. 45 (1977), in every non-exempt subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to its work force within the State of New York. The contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency or the OSCC may direct, including sanctions or remedies for noncompliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction, the contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

VI. The contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Division of Human Rights under the Law, and will permit access to its books, records and accounts by the State Division of Human Rights, the Attorney General

and the Industrial Commissioner for the purposes of investigation to ascertain compliance with the non-discrimination clauses, the Executive Law and Civil Rights Law.

VII. (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

• NOTE: Reference to the above Rules and Regulations refer to those Rules and Regulations in effect as of the date of the solicitation of bids relative to this contract.

1.) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2.) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;

3.) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the State, public department or agency to which the bid is made, or his designee, determines that such disclosure was not made for the purposes of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposes or pending publication of new or revised price lists for such time, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of sub-paragraph one (a).

SCHEDULE B

PROJECT DESCRIPTION, CONSTRUCTION, AND PAYMENT SCHEDULE
LAND AND WATER CONSERVATION FUND

County of Albany
(Name of Municipality)

Albany
(County)

I. PROJECT DESCRIPTION

The Project to be completed pursuant to this Agreement is described as follows:

Acquisition of 500+ acres of land including a lake for park purposes by the County of Albany in fee simple. The property is located west of the Town of Coeymans and south of New Scotland.

II. CONSTRUCTION SCHEDULE:

The Project will be constructed in accordance with the following schedule:

2/5/79 - 12/31/84

III. PAYMENT SCHEDULE:

A. The Federal share of the Project Cost as set forth in this Agreement shall be paid to the Municipality in installment payments as follows:

1. A first installment equal to not more than one-third of the Federal share of the Project Cost when not less than one-third of the construction of the Project is completed in the opinion of the Commissioner.
2. A second installment equal to not more than one-third of the Federal share of the Project Cost when not less than two-thirds of the construction of the Project is completed in the opinion of the Commissioner.
3. A third installment equal to not more than one-third of the Federal share of the Project Cost when the construction of the Project is completed, inspected and in operation of the opinion of the Commissioner.
4. Five (5) percent shall be retained by the Commissioner from each installment payment described above, which retained amount shall be paid to the Municipality only upon final audit by the Comptroller and final acceptance by the Commissioner of the Project as operating satisfactorily in accordance with applicable law, rules, and regulations.

B. The Municipality shall submit with each claim for payment pursuant to Paragraph A of Section III of this Schedule B, a certificate, by the professional engineer or other appropriate person required by Schedule C of this Agreement to provide resident supervision and inspection, which certificate shall (a) specify the percentage of completion and (b) attest that the Project construction is in accordance with the plans and specifications approved by the Commissioner.

UNITED STATES
DEPARTMENT OF THE INTERIOR
Heritage Conservation and
Recreation Service

State New York
Project Amendment No. 1

AMENDMENT TO PROJECT AGREEMENT

THIS AMENDMENT To Project Agreement No. 36-00726 is hereby made and agreed upon by the United States of America, acting through the Director of the Heritage Conservation and Recreation Service and by the State of New York pursuant to the Land and Water Conservation Fund Act of 1965, 78 Stat. 897 (1964).

The State and the United States, in mutual consideration of the promises made herein and in the agreement of which this is an amendment, do promise as follows:

That the above mentioned agreement is amended by adding the following:

Change Scope

From: 500+ acres
To: 433 $\frac{1}{2}$ acres

In all other respects the agreement of which this is an amendment, and the plans and specifications relevant thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this amendment as of the date entered below.

THE UNITED STATES OF AMERICA

By William E. Fitzgerald
(Signature)
OUTDOOR RECREATION PLANNER

(Title)

Heritage Conservation and
Recreation Service
United States Department of
the Interior

Date 6/10/80

HCRS 8-92a

STATE

New York
(State)
By Vincent Stallone, Jr.
(Signature)

Vincent Stallone, Jr.
(Name)

Director, Fiscal Management
(Title)

Sara/Cap
Rob Parlin

36-00726

THIS AGREEMENT made the 15th day of December, 1980 by and between the People of the State of New York acting by and through the Commissioner of Parks and Recreation, New York State Executive Department, Office of Parks and Recreation, hereinafter referred to as "Commissioner", acting for and on behalf of the State of New York and the County of Albany hereinafter referred to as "Municipality".

WHEREAS, the Commissioner and Municipality have heretofore entered into a certain Agreement dated the 31st day of May, 1979 designated as Comptroller's Contract No. C-154290, (hereinafter referred to as Agreement).

WHEREAS, the parties hereto desire to amend the said Agreement for the sole purpose of Change Scope

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in the Agreement and herein, the parties hereto do agree as follows:

1. The Agreement is hereby amended for the express purpose of Change Scope

From: 500+ Acres
To: 433 $\frac{1}{2}$ Acres

2. In all other respects, the said Agreement shall remain in full force and effect.

STATE OF NEW YORK
COUNTY OF Albany

SS:

On the 15th day of December, 1980 before me personally came James J. Coyne to me known to be the County Executive of the County of Albany described herein, and who executed the foregoing instrument as such County Executive pursuant to authority contained within a resolution of the County Legislature duly adopted on April 9, 1979 and he acknowledged that he executed the same in such capacity.

Thomas G. Clingan
Notary Public

THOMAS G. CLINGAN
Commissioner of Deeds
City of Albany, N. Y.
My Commission Expires Dec 31, 19...

STATE OF NEW YORK
COUNTY OF ALBANY

SS:

On this 31st day of December, 1980, before me personally came James J. Coyne to me known and known to me to be the County Executive of the Office of Parks and Recreation, the person described as such in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the Commissioner of the Office of Parks and Recreation for the purpose therein mentioned.

Joan P. Edwards
Notary Public

JOAN P. EDWARDS
Notary Public, State of New York
Qualified in Albany County
No. 4699314
Commission Expires March 30, 1982

FINAL ON-SITE INSPECTION REPORT

State New York Date of Inspection 7/31/84
 Project # 36-00726 Project Title Lawson Lake Acquisition
 Project Period 2/5/79 - 12/31/84 Type of Project:
 Inspector H. H. Hagemann, Jr. A - Acquisition X
 Title/Agency Reg. Program Specialist D - New development _____
 R - Renovation development _____
 Accompanied By _____ C - Combination _____
 Title/Agency _____

Prior Inspections:

Date 4/78
 Date _____

Type Pre-Award
 Type _____

	YES	NO
1. Has work been completed in accord with the Project Agreement? (if NO, explain below).	<u>N/A</u>	_____
2. Have there been changes in facilities and/or site location? (if YES, explain below).	_____	<u>X</u>
3. Are all facilities accessible to the handicapped? (if NO, explain below).	_____	<u>X</u>
4. Could the area or facilities have been improved from a utilitarian or aesthetic standpoint? (if YES, explain below).	_____	<u>X</u>
5. Are there any features which detract from the area? (if YES, explain below).	_____	<u>X</u>
6. Has relocation, if any, been completed? (if NO, explain below).	<u>N/A</u>	_____
7. Is the present maintenance and/or operation satisfactory? (if NO, explain below).	<u>X</u>	_____
8. Is the Land and Water Conservation Fund sign prominently displayed? (if NO, explain below).	<u>X</u>	_____
9. Is the area used by general public? (if NO, explain below).	<u>X</u>	_____
10. Photographs with descriptive captions are included.	<u>N/A</u>	_____

At the time of the site visit, the facility was in full use by a summer camp program. Maintenance appeared to be very adequate. Signage for both park and LWCF was visible and aesthetically pleasing. A good project.

Notes to future inspectors:

Reviewed by: Signature _____
 Title _____

Signature H. H. Hagemann, Jr.
 Inspector
 Title Regional Program Specialist

IN WITNESS WHEREOF, the parties hereto have set their
hands and seals the day and year first above written.

NEW YORK STATE EXECUTIVE DEPARTMENT

BY: J. H. MacArthur
Commissioner, Parks & Recreation

County of Albany, NY
(Municipality)

BY: James J. Coyle

APPROVED

Date: March 23 1997
Charles V. Socasa
For the State Comptroller

APPROVED AS TO FORM:

Date: _____

Attorney General

Assistant Attorney General

RECEIVED AS TO FORM
NEW YORK STATE
ATTORNEY GENERAL
JUL 11 1997
COYLE
RECEIVED & DEPOS
ATTORNEY