

*The Historic Saratoga-Washington on the Hudson
Partnership*

**Annual Report
(DRAFT 1)**

February 2008—May 2009

Prepared By:

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Mission

The Historic Saratoga-Washington on the Hudson Partnership's mission is to preserve, enhance and develop the historic, agricultural, scenic, natural and recreational resources and the significant waterways within the Partnership region. Through the tradition of municipal home rule, the Partnership will foster collaborative projects with pertinent non-profit and governmental entities with an emphasis on both agricultural and open space protection, economic and tourism development, and the protection and interpretation of our natural and cultural heritage.

Partnership Members

Officers

Thomas Richardson, Chair—Supervisor, City of Mechanicville
John A. Rymph, Vice-Chair—Supervisor, Town of Easton
Willard H. Peck, Treasurer—Supervisor, Town of Northumberland
Katherine L. Tomasi, Secretary—Appointee, Temporary President of the Senate

Board Members

Thomas N. Wood III—Supervisor, Town of Saratoga
John Sherman—Mayor, Village of Schuylerville
Anthony J. Sylvester—Mayor, City of Mechanicville
John E. Lawler—Supervisor, Town of Waterford
J. Bert Mahoney—Mayor, Village of Waterford
Shawn P. Connelly—Supervisor, Town of Stillwater
Mitchell Suprenant—Supervisor, Town of Ft. Edward
Mathew Traver—Mayor, Village of Ft. Edward
Donald B. Wilbur—Supervisor, Town of Greenwich
David Doonan—Mayor, Village of Greenwich
Todd Kuzneirs—Appointee, Temporary President of the Senate
Nelson Ronsvalle—Proxy—Supervisor, Town of Halfmoon
Jim Sullivan—Mayor, Village of Victory

Non-Voting Ex-Officio Members

Pete Grannis—Commissioner, New York State Department of Environmental Conservation
(Charles Vandrei, Proxy)
Carol Ash—Commissioner, New York State Office of Parks, Recreation and Historic Preservation
(Alane Ball-Chinian, Proxy)
Patrick Hooker—Commissioner, New York State Department of Agriculture and Markets
(Phil Giltner, Proxy)

Partners

Joe Finan—Superintendent, Saratoga National Historical Park
Teri Ptacek—Executive Director, Washington County Agriculture Stewardship Association
Julie Stokes—Chairwoman of the Board, Saratoga Preserving Land and Nature (P.L.A.N.)
Diane Metz—Community Coordinator, Saratoga P.L.A.N.
George Hodgson—President, Lakes to Locks Passage, Inc.
Janet Kennedy—Executive Director, Lakes to Locks Passage, Inc.
Katie Stone—Counsel, Open Space Institute
Marlene Bissell—Co-Director, Hudson Crossing Park
Alan Bissell—Co-Director, Hudson Crossing Park
Jennifer Dorsey, PhD—Director, Siena College Center for Revolutionary Era Studies
Mark A. Castiglione—Executive Director, Hudson River Valley Greenway
Jim Brangan—Coordinator, Champlain Valley National Heritage Partnership
John Hayes—Director, Prospect Hill Cemetery Association

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Message from the Chair:

The past year has been a time of rapid development for the Historic Saratoga-Washington on the Hudson Partnership. In a relatively short amount of time, we have been able to move forward as a group towards our united goals to preserve, enhance and develop the historic, agricultural, scenic, natural and recreational resources of our shared region. It has not been an easy task.

Along with the rest of the world, our State and our Partnership have been struck hard by the economic turmoil. A good portion of the budgeted money allocated for our Partnership was cut.

It was only through the efforts of our champions—Senator Roy McDonald and Assemblymen Steve Englebright, Jack McEneny and Tony Jordan—that any of our funding was restored in these trying times. However, I can report as of this first annual meeting that the funding is being dispersed for our first round of local projects. These projects will serve as a starting point for the future of this organization, a future that will see it strengthen and grow. I am happy and proud to continue to be a part of this exciting Partnership.

I would like to thank each and every member of the Partnership who continues to work hard towards our shared regional goals. I feel strongly that these people are truly partners in creating a legacy of positive protection and enhancement. These people represent their municipalities and organizations to the highest level and I am happy to work with them all.

I would also like to thank our very good friends in State government. Without their bi-partisan vision, advocacy, strong will and understanding of the need for the Partnership, we would simply not exist. A very special thanks to Senators Roy McDonald and Betty Little, Assemblymen Steve Englebright, Jack McEneny, and Tony Jordan, Commissioners Pete Grannis, Carol Ash and Patrick Hooker and former Temporary President of the State Senate Joe Bruno.

Let's enjoy the success we have had and get to work building an even better Partnership this coming year!

Year in Review

The Historic Saratoga-Washington on the Hudson Partnership has had a dramatic and productive first year. The following is a list of projects being implemented by the Partnership

1. Sword Surrender Site

One of the first major moves the Partnership was able to undertake was the protection—with the help of the Open Space Institute—of the Sword Surrender Site located in the Town of Saratoga. The Sword Surrender Site—also known as the Germaine House—consists of nineteen-acres that consists of the site of what is traditionally understood to be the location of the sword surrender ceremony that took place on October 17, 1777 between British Lieutenant General John Burgoyne and Colonial Major General Horatio Gates. A famous painting of the surrender scene was completed in 1822 by John Trumbull and now hangs in the Rotunda of the United States Capital Building in Washington, D.C.

Due to the Sword Surrender Site's close proximity to the Saratoga Battlefield and since preserving the viewshed of the Battlefield is one of the main objectives of the Partnership, the protection and preservation of the Surrender Site fits the mission of the Partnership. The Battle of Saratoga is considered by historians to be one of the most significant battles in world history and certainly one of the defining moments in the history of America. Preserving the site of the surrender of General Burgoyne to General Gates will ensure that the land will remain hallowed public ground for future generations. The Partnership—in collaboration with the Saratoga National Historical Park and the Open Space Institute—is in the planning stages of creating a publicly accessible park with interpretive memorials on the Sword Surrender Site lands.

2. The Dix Bridge

The Dix Bridge—located on County Route 70 and jointly owned by Saratoga and Washington County—was built in 1895 by a local resident named Clark to provide a “free bridge” alternative for crossing the Hudson River since existing bridges in the area all charged a toll. Mr. Clark's daughter was married to John Alden Dix who later served as Governor of New York State from 1911-1913. The Dix Bridge is a “High Warren Truss” bridge and qualifies for listing on the National Historic Register.

Within the last several decades, the Dix Bridge has fallen into disrepair. It is currently closed to all traffic and has been flagged by the New York State Department of Transportation (NYSDOT) for structural damage and it has been concluded that the bridge must be repaired or removed. Following the lead of the local efforts of the non-profit group Hudson Crossing Park and with the support of Saratoga and Washington County, the Historic Saratoga-Washington on the Hudson Partnership applied for a grant through the Transportation Enhancement Program (TEP). TEP is a federal reimbursement program under the *Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU)*, administered by the NYSDOT. In recognition

that transportation systems are influenced and impacted by more than the condition of the traditional highway and bridge infrastructure, this program enables funding for transportation projects of cultural, aesthetic, historic and environmental significance. The application was deemed worthy by the NYSDOT and awarded a total of \$2.45 million in federal funds with \$675,000 to be raised as a local match.

The total amount of \$3.125 million in rehabilitation funding will enable the Dix Bridge to re-open as a non-vehicular shared-use walkway. This would make the Dix Bridge the only local safe passage over the Hudson River for bicyclists, pedestrians, snowmobilers, and equestrians. The current local bicycle route directs cyclists over the much busier Route 4 Bridge in Northumberland.

A rehabilitated and re-opened Dix Bridge will actively unite Saratoga and Washington counties through the Hudson Crossing Park, providing an innovative model for environmentally responsible economic development and recreation. A fully functioning Dix Bridge also would meet a key need outlined by the Local Waterfront Revitalization Plan (LWRP), the New York State Canalway Trail Master Plan, as well as many Empire State Greenway planning efforts. The Historic Saratoga-Washington on the Hudson Partnership remains committed to working with both Saratoga and Washington counties, local entities, and elected officials to ensure that the Dix Bridge project comes to fruition.

3. Grant Projects

The following is a list and short synopsis of the grant projects voted upon by the Historic Saratoga-Washington on the Hudson Partnership in the past year:

The Houser Farm Project—The Washington County Agriculture Stewardship Association (ASA) proposes to conserve a 324 acre farm located on Route 40 (near Willard Mountain and in the viewshed of the Battlefield) that incorporates an active dairy farm with a milking facility, the operator’s residence, corn and hay fields, woodlands, and wetlands. It is located on both sides of State Route 40. The cropland totals 130 acres or 39% of the property. The forested area falls on the west-facing hillside on the east side of State Route 40 and in the wooded ravine flanking Ensign Brook on the west side of Route 40. Together, these wooded areas encompass 167 acres and, in conjunction with other wooded properties, provide an extensive contiguous forested habitat for wildlife and native flora, including a population of tulip trees at an unusually northern edge of their range. Protecting this farm will create a 1,300-acre block of conserved farmland and completes the protection of Brotherhood Farms, which has already protected approximately 700 acres of its 1,000 acres (consisting of various properties located in Easton). In addition to a large farmstead area that incorporates the farm facilities and current residence, the landowner has defined a 3-acre Agricultural Commercial Area (for a Veterinarian practice) and a 3-acre Residential Area within a 10-acre Building Envelope. A \$28,000 grant from the Partnership would play a critical role in funding the cost of conserving this farm estimated to total \$289,000, with a conservation partner providing the remaining funds.

Partnership Grant Amount--\$28,000

Halfmoon--Historic Champlain Canal Trail Interpretive Signage Project—The Historic Champlain Canal Corridor through the Town of Halfmoon is replete with historic structures from the 1820's Champlain Canal and include Old Lock #7, Old Lock #8, two farmers' bridges, a stone culvert over McDonald Creek and a waste water weir at McDonald Creek. Further, much of the original Canal stonewall is also visible. Thus, the cultural and historical aspects of the Historic Champlain Canal are inescapable to the traveler along the Canal Trail. To make these historic structures more meaningful to the traveler, the Town seeks to fabricate and install interpretive signage.

Partnership Grant Amount—\$7,500

Mechanicville--Route 67 Concrete Wall Improvement Project—The City of Mechanicville has determined that the concrete wall along Route 67 (Saratoga Avenue) marks one of the entrances to the City and should be improved as a safety measure and also to render it more aesthetically pleasing. Proposed enhancements include a refinished wall that is more aesthetically pleasing, pedestrian lights and a new sidewalk along the wall. \$130,000 of the \$177,000 estimated cost has been granted by Saratoga County and former Senator Joseph Bruno.

Partnership Grant Amount—\$10,000

Old Saratoga on the Hudson Fish Creek Trail Fish Creek Segment and Fish Creek Revolutionary War Interpretive Site (Corbett Property)—The Fish Creek Segment of the proposed Old Saratoga on the Hudson Fish Creek Trail importantly connects the Schuyler Estate with the Village of Victory along a historically and scenically significant segment of the Fish Creek. Preliminary site assessments along the Fish Creek indicate evidence of the American Fortifications that stood on its banks during the American Revolution, making this an extraordinary opportunity for historical interpretation. The National Park Service is eager to have the property protected for this reason. Significant financial commitments have been made already towards this project, including a \$65,000 member item from former Senator Joseph Bruno.

Located in the Village of Victory, the Corbett Property is undeveloped land comprised of woodlands with direct frontage on Fish Creek. Purchase of this property protects its historically and culturally significant landscape features, as well as providing the benefit of public open space. Preliminary site assessments along the Fish Creek indicate evidence of the American Fortifications that stood on its banks during the American Revolution, making this an extraordinary opportunity for historical interpretation. The purchase of this property supports the goals and objectives of many planning processes and entities in the region. The funds requested from the Partnership would allow this purchase to proceed to closing, protecting this important resource.

Partnership Grant Amount for both projects—\$9,000

Waterford--Broad Street Improvements—The Village of Waterford would like to propose a project to improve Broad Street between Third and Sixth St. This would include the resetting of approximately 100ft. of granite curbing and the installation of 5 period light bases and conduits.

Partnership Grant Amount—\$5,000

Old Town of Saratoga Town Hall—The building and land on which the former Town of Saratoga Town Hall sits is directly next to Ft. Hardy Park in Schuylerville. Ft. Hardy Park is where the British Army laid down their arms to the Colonial Army after the battle. This land encompasses 2 ½ acres directly next to the old Champlain Canal on Route 29. This land has immense historical value, as well as potential commercial value since 10,000 cars pass by the site per day. The Town needs to sell the land as soon as possible and wants to keep it in public hands if possible. The building could potentially house a visitor center/Partnership meeting space and the National Park has recommended in its Management Plan to have a satellite office in Schuylerville, which this building could potentially house as well.

Partnership Grant Amount—\$90,000

Partnership Planning Document—The Partnership’s legislation states that the Partnership must have a drafted and in place Stewardship Plan for the region no later than 30 months after the formation of the Partnership.

Partnership Grant Amount—\$40,000

Ft. Edward--Pedestrian Corridor—The Village of Ft. Edward is creating a pedestrian friendly corridor between the Yacht Basin, Downtown, and the Historic Train Station. This area is the cornerstone to the complete rehabilitation and restoration of the Village’s economic vitality. This project will include the entire transformation of the historic path and serve as a Gateway to visitors by train and by boat. The Village Department of Public Works will be providing part of a match by removing the old sidewalks, grading the area, resetting manholes and drains, etc.

Partnership Grant Amount—\$28,000

Greenwich--Susan B. Anthony Historic Site Project—The Susan B. Anthony House is in need of immediate roofing, gutter, and masonry work to halt water damage and preserve the house.

Partnership Grant Amount—\$10,000

Washington County--Tour de Farm Self Guided Bicycle Tour Project—The Washington County Agricultural Stewardship Association (ASA) proposes to design and promote a self-guided cycling or driving tour of farms in the viewshed of the Saratoga National Battlefield. Highlights on the scenic tour will include farms protected through conservation easements and farms with farm stands or historic significance. Profiles of local farms will be included in the tour map, along with coupons that can be redeemed at local farm stands. The tour will be launched with a kick-off event. After the kick-off event, the map will be available through local farm stands, chambers of commerce, tourism kiosks, and local cultural attractions. The request will cover the cost of developing the text, map and brochure, the design and printing of the brochure and rack card, and organizing a kick-off event.

Partnership Grant Amount—\$15,000

Washington County--Col. Baum's Interpretive Trail Project—The Washington County Historic Society proposes to research and develop an interpretive trail highlighting Col. Baum's route from the Burgoyne forces starting at Ft. Miller to the Bennington Battlefield. This project requires significant research to develop the route and interpretive signs for the points of interest.

Partnership Grant Amount—\$10,000

Village of Greenwich Comprehensive Plan Request—The Village of Greenwich would like to request funding to be used as seed money for a new Comprehensive Plan for the Village. The current comprehensive plan, dating from the early 1990's, is out of date. A new updated plan will be used to establish guidelines to preserve the Village's historic architectural heritage and encourage recreational and economic development activities in the portion of the Village along the banks of the Battenkill River.

Partnership Grant Amount—\$20,000

4. Resolutions Passed

During the past year, the Historic Saratoga-Washington on the Hudson Partnership passed several resolutions supporting various local initiatives as well as resolutions becoming partners with other organizations. A complete list of the resolutions is in Appendix 2.

5. Website Development

Partnership member David Doonan, Mayor of the Village of Greenwich, has graciously donated his time pro bono and developed a website for the Partnership. This site contains links to all of the member organizations as well as postings of the minutes to past meetings, agendas, and other information pertaining to the Partnership and its members. Eventually, the website will become more interactive and include photography, maps, and other items of interest.

The Next Steps

As the Partnership moves forward into the coming year, there are many opportunities to strengthen itself as a regional entity. The first funded projects are an important step towards ensuring a secure funding stream for future years in the state budget. As these projects are completed and it is made known that the Partnership helped, publicity is sure to follow and the visibility of the Partnership will increase.

The creation and implementation of the Partnership's Stewardship Plan will also serve to strengthen the viability of the Partnership. The Stewardship Plan will exist as a guiding document for the communities within the Partnership region as well as including the criteria for future grant disbursement. The Stewardship Plan will also include tourism and economic development models as well as educational tools for the telling of the history of the area in a regional context.

Identifying a headquarters building for the Partnership that can serve as a visitor center for the National Park Service as well is a very important step. The adaptive reuse of the former Town of Saratoga Town Hall in Schuylerville will ensure that the Partnership has an identifiable main base of operation. This building will house the Partnership's office as well as a meeting area and small exhibit space. The building will also have space available for a National Park Service satellite visitor center as called for in the 2004 *Saratoga National Historical Park General Management Plan*.

The Partnership is also continuing to take part in negotiations with representatives of the National Park Service and various Congressional offices from across the state to discuss the potential to create a Land Trust located around the Saratoga National Historical Park. This Land Trust proposal will afford Saratoga National Historical Park and the Saratoga-Washington on the Hudson Partnership a flexible and nimble fund source that will enable the park and community to implement the 2006 "*Battles of Saratoga Preservation and Viewshed Protection Plan*" prepared by Saratoga PLAN through a grant from the American Battlefield Protection Program. The plan provides a framework for the applying a variety of land-use and management tools to protect the views and context of the Saratoga National Historical Park's landscape features. The proposal will also focus on the need to enhance the information technology infrastructure throughout the "Partnership Corridor" to strengthen the park's ability to tie battle associated sites together and market commercial and municipal community offerings along the corridor. These funds would enable this region to preserve the rural setting and the park's key viewshed elements, provide for the conservation and preservation of a critical mass of prime agricultural lands, protect the watershed and enhance communications for economic development and tourism.

Senator Roy McDonald and Assemblyman Steve Englebright are moving forward with the creation and passing of legislation that would expand the regional boundaries of the Partnership to include communities in Rensselaer County along the Hoosick River. This would enable the Partnership to better encompass the story of the Battle of Bennington, which took place in

Walloomsac, New York and is a State Historic Site. The Battle of Bennington was an important victory for the American cause, as it reduced Gen. Burgoyne's army in size by almost 1,000 men, led his Indian support to largely abandon him, and deprived him of needed supplies, all factors that contributed to Burgoyne's eventual surrender at Saratoga.

As these projects—as well as the projects noted earlier in this document—come to fruition, more will be identified that fit the mission of the Partnership. As it continues to expand and grow with strong community involvement supported by state and federal initiatives, the Historic Saratoga-Washington on the Hudson Partnership will continue to seek new and innovative ways to ensure that the historic, agricultural, scenic, natural and recreational resources of the region are preserved and enhanced. In doing so, the Partnership will not only continue to fulfill its mission and benefit its member communities, but will become the leading entity of its kind in the state and in the nation. The Partnership's innovative framework and partnering ability make it uniquely poised to be the model for future such entities across the nation.

Appendix 1

STATE OF NEW YORK

S. 1758

A. 4701

2009-2010 Regular Sessions

SENATE - ASSEMBLY

February 5, 2009

IN SENATE -- Introduced by Sen. MCDONALD -- read twice and ordered printed, and when printed to be committed to the Committee on Environmental Conservation

IN ASSEMBLY -- Introduced by M. of A. ENGLEBRIGHT, McENENY, GORDON, REILLY, CANESTRARI -- Multi-Sponsored by -- M. of A. THIELE -- read once and referred to the Committee on Environmental Conservation

AN ACT to amend the environmental conservation law, in relation to establishing the Historic Hudson-Hoosic Rivers Partnership

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

1 Section 1. The article heading of article 42 of the environmental
2 conservation law, as added by chapter 737 of the laws of 2006, is
3 amended to read as follows:

4 HISTORIC [SARATOGA-WASHINGTON ON THE HUDSON]
5 HUDSON-HOOSIC RIVERS
6 PARTNERSHIP

7 § 2. Subdivisions 1, 3 and 4 of section 42-0101 of the environmental
8 conservation law, as added by chapter 737 of the laws of 2006, are
9 amended to read as follows:

10 1. "Partnership" shall mean the organization established as [The] the
11 Historic [Saratoga-Washington on the Hudson] Hudson-Hoosic Rivers Part-
12 nership pursuant to section 42-0103 of this article.

13 3. "Historic [Saratoga-Washington on the Hudson] Hudson-Hoosic Rivers
14 area" or "area" shall mean the contiguous area in Saratoga [and], Wash-
15 ington and Rensselaer counties within the towns of Saratoga, Stillwater,
16 Northumberland, Easton, Fort Edward, Waterford, Halfmoon [and], Green-
17 wich, Schaghticoke, Hoosick, Moreau, White Creek, Cambridge, Kingsbury,
18 Corinth and Pittstown; the villages of South Glens Falls, Cambridge,

EXPLANATION--Matter in *italics* (underscored) is new; matter in brackets [] is old law to be omitted.

LBD06954-02-9

1 Hudson Falls, Valley Falls, Schaghticoke, Corinth and Hoosick Falls; and
2 the city of Mechanicville.

3 4. "Historic [Saratoga-Washington on the Hudson] Hudson-Hoosic Rivers
4 fund" or "fund" shall be the fund established pursuant to section
5 42-0115 of this article.

6 § 3. The section heading and subdivisions 1, 5, 7 and 9 of section
7 42-0103 of the environmental conservation law, as added by chapter 737
8 of the laws of 2006, are amended to read as follows:

9 The Historic [Saratoga-Washington on the Hudson] Hudson-Hoosic Rivers
10 Partnership.

11 1. The Historic [Saratoga-Washington on the Hudson] Hudson-Hoosic
12 Rivers Partnership is hereby established in the department to be a body
13 corporate and public, and to consist of up to [twenty-two] thirty-seven
14 voting members. The following individuals shall be invited to become
15 members: the supervisor of the town of Saratoga, the supervisor of the
16 town of Fort Edward, the supervisor of the town of Greenwich, the super-
17 visor of the town of Easton, the supervisor of the town of Stillwater,
18 the supervisor of the town of Waterford, the supervisor of the town of
19 Northumberland, the supervisor of the town of Halfmoon, the supervisor
20 of the town of Mechanicville, the supervisor of the town of White Creek,
21 the supervisor of the town of Cambridge, the supervisor of the town of
22 Moreau, the supervisor of the town of Schaghticoke, the supervisor of
23 the town of Pittstown, the supervisor of the town of Hoosick, the super-
24 visor of the town of Kingsbury, the supervisor of the town of Corinth,
25 the mayor of the city of Mechanicville, the mayor of the village of
26 Schuylerville, the mayor of the village of Victory, the mayor of the
27 village of Stillwater, the mayor of the village of Fort Edward, the
28 mayor of the village of Greenwich, the mayor of the village of South
29 Glens Falls, the mayor of the village of Cambridge, the mayor of the
30 village of Hudson Falls, the mayor of the village of Valley Falls, the
31 mayor of the village of Schaghticoke, the mayor of the village of
32 Corinth, the mayor of the village of Hoosick Falls and the mayor of the
33 village of Waterford. In addition, six members shall be appointed as
34 follows: two shall be appointed by the governor, two shall be appointed
35 by the temporary president of the senate[,] and two shall be appointed
36 by the speaker of the assembly. The commissioner and the commissioners
37 of agriculture and markets, and parks, recreation and historic preserva-
38 tion shall be nonvoting ex-officio members of the partnership. The six
39 appointed members of the partnership, [three] two of which shall be
40 residents of Saratoga county, two of which shall be residents of Rensse-
41 laer county and [three] two of which shall be residents of Washington
42 county, shall by training, education and experience or attainment be
43 qualified to analyze, interpret and/or support matters relevant to
44 historical, environmental, economic or scenic preservation work of the
45 partnership. Each ex-officio member of the partnership may designate a
46 representative to attend, in his or her place, meetings of the partner-
47 ship and to act in his or her behalf at meetings and with respect to the
48 business of the partnership.

49 5. Notwithstanding any inconsistent provisions of law, general,
50 special[,] or local, no officer or employee of the state or any civil
51 division thereof, shall be deemed to have forfeited or shall forfeit his
52 or her office or employment by reason of his or her acceptance of
53 membership on the partnership.

54 [7. The partnership shall come into being, upon the receipt by the
55 commissioner, of notice from eight municipal voting members the inten-
56 tion to join the partnership.]

1 9. Every state agency and public corporation having jurisdiction of
2 land within municipalities located within the Historic [Saratoga-Wash-
3 ington on the Hudson River] Hudson-Hoosic Rivers Partnership Reserve
4 shall, to the fullest extent practicable, cooperate and assist the part-
5 nership in carrying out the provisions of this article.

6 § 4. Section 42-0105 of the environmental conservation law, as added
7 by chapter 737 of the laws of 2006, is amended to read as follows:

8 § 42-0105. The Historic [Saratoga-Washington on the Hudson] Hudson-Hoo-
9 sic Rivers Partnership Reserve.

10 The area encompassed within the municipal boundaries in the towns of
11 Saratoga, Stillwater, Northumberland, Easton, Fort Edward, Waterford,
12 Halfmoon, Moreau, Schaghticoke, Cambridge, White Creek, Pittstown,
13 Hoosick, Kingsbury, Corinth and Greenwich; the villages of South Glens
14 Falls, Cambridge, Hudson Falls, Valley Falls, Schaghticoke, Corinth and
15 Hoosick Falls; and the city of Mechanicville is hereby designated to be
16 the Historic [Saratoga-Washington on the Hudson] Hudson-Hoosic Rivers
17 Partnership Reserve.

18 § 5. Section 42-0111 of the environmental conservation law, as added
19 by chapter 737 of the laws of 2006, is amended to read as follows:

20 § 42-0111. Appropriations by municipalities.

21 To effectuate the purposes of this article, the local legislative
22 bodies of the towns, villages and city within the reserve and the coun-
23 ties of Saratoga [and] Washington and Rensselaer may appropriate and
24 pay over to the partnership moneys to be expended by the partnership to
25 carry out its functions [thereunder] pursuant to this article.

26 § 6. Section 42-0113 of the environmental conservation law, as added
27 by chapter 737 of the laws of 2006, is amended to read as follows:

28 § 42-0113. Cooperation of state agencies.

29 To effectuate the purposes of this article, the partnership may
30 request from any department, board, bureau, commission or other agency
31 of the state, and the same are authorized to provide, such cooperation
32 and assistance, services and data as will enable the partnership proper-
33 ly to carry out its functions [thereunder] pursuant to this article.

34 § 7. Subdivision 1 of section 42-0115 of the environmental conserva-
35 tion law, as added by chapter 737 of the laws of 2006, is amended to
36 read as follows:

37 1. There is hereby established in the joint custody of the state comp-
38 troller and the commissioner of taxation and finance a special fund to
39 be known as the "Historic [Saratoga-Washington on the Hudson] Hudson-
40 Hoosic Rivers fund".

41 § 8. Section 42-0117 of the environmental conservation law, as added
42 by chapter 737 of the laws of 2006, is amended to read as follows:

43 § 42-0117. Siena College revolutionary war institute.

44 The partnership may enter into an agreement with the Siena College
45 revolutionary war institute to provide diverse, academically based
46 education opportunities based on the historic resources of the Historic
47 [Saratoga-Washington on the Hudson] Hudson-Hoosic Rivers Partnership
48 Reserve for local schools, residents in the reserve and visitors to the
49 reserve to learn about our nation's birth and democratic foundations.

50 § 9. This act shall take effect upon the receipt by the commissioner
51 of environmental conservation of notice from at least eight of the
52 following municipal voting members of their intention to join the
53 Hudson-Hoosic Rivers Partnership: the town of White Creek, the town of
54 Cambridge, the town of Moreau, the town of Schaghticoke, the town of
55 Pittstown, the town of Hoosick, the town of Kingsbury, the town of
56 Corinth, the village of South Glens Falls, the village of Cambridge, the

1 village of Hudson Falls, the village of Valley Falls, the village of
2 Schaghticoke, the village of Corinth or the village of Hoosick Falls;
3 provided that the commissioner of environmental conservation shall noti-
4 fy the legislative bill drafting commission upon the occurrence of
5 notice from eight of the preceding municipalities in order that the
6 commission may maintain an accurate and timely effective database of the
7 official text of the laws of the state of New York in furtherance of
8 effectuating the provisions of section 44 of the legislative law and
9 section 70-b of the public officers law.

Appendix 2

May 21, 2008

A RESOLUTION BY THE SARATOGA-WASHINGTON ON THE HUDSON PARTNERSHIP IN SUPPORT OF THE CONSTRUCTION OF A PUBLIC ACCESS HIKING TRAIL FROM EAST STREET TO LOCK 7 IN THE VILLAGE OF FT. EDWARD.

WHEREAS, The Saratoga-Washington on the Hudson Partnership has been established to build on existing public and private initiatives to fully realize the historic, natural and scenic, recreational and economic potential for the people of its region and the state as a whole and to facilitate and provide passive recreational activities including hiking, nature study and photography and to make recommendations regarding necessary facilities including paths and trails; and

WHEREAS, a publicly accessed hiking trail was lost due to the construction of a dewatering facility as part of the EPA dredging project and said trail was used heavily by the public; and

WHEREAS, there exists great natural and scenic, recreational and economic potential for the reconstruction of a hiking trail in Ft. Edward; and

WHEREAS, the Village of Ft. Edward is taking steps to reconstruct the lost trail on publicly owned lands to enable public access and enjoyment; and

NOW THEREFORE BE IT RESOLVED that The Saratoga-Washington on the Hudson Partnership supports the Village of Ft. Edward's efforts to reconstruct the public access hiking trail that was lost due to the construction of a dewatering facility as part of the EPA dredging project.

Thomas Richardson, Chairman

June 10, 2008

A RESOLUTION BY THE SARATOGA-WASHINGTON ON THE HUDSON PARTNERSHIP IN SUPPORT OF THE CONSTRUCTION OF A RECREATIONAL TRAIL ON TOP OF THE WATERLINE BEING CONSTRUCTED FROM THE CITY OF TROY TO THE TOWNS OF WATERFORD AND HALFMOON.

WHEREAS, The Saratoga-Washington on the Hudson Partnership has been established to build on existing public and private initiatives to fully realize the historic, natural and scenic, recreational and economic potential for the people of its region and the state as a whole and to facilitate and provide passive recreational activities including hiking, nature study and photography and to make recommendations regarding necessary facilities including paths and trails; and

WHEREAS, there exists great natural, scenic, recreational and economic potential for a hiking trail that stretches from Moreau to Waterford; and

WHEREAS, the Mayors and Supervisors of Saratoga County, as part of their collective Riverscape Project, have recommended that such a trail be completed; and

WHEREAS, the Environmental Protection Agency's (EPA) current dredging project offers the opportunity for the EPA to acquire recreational trail easements on top of the waterline that will be constructed by the EPA from the City of Troy to the Towns of Waterford and Halfmoon; and

WHEREAS, the waterline's design brings it through land that currently has no recreational trail and is seen as a gap in the trail stretching from Waterford to Moreau; and

NOW THEREFORE BE IT RESOLVED that The Saratoga-Washington on the Hudson Partnership encourages the Environmental Protection Agency to acquire recreational trail easements for and construct a trail on top of the waterline being constructed from the City of Troy to the Towns of Waterford and Halfmoon.

Thomas Richardson, Chairman

June 13, 2008

A RESOLUTION BY THE SARATOGA-WASHINGTON ON THE HUDSON PARTNERSHIP IN SUPPORT OF THE HISTORIC DIX BRIDGE RESTORATION PROJECT.

WHEREAS, *The Saratoga-Washington on the Hudson Partnership* has been established to build on existing public and private initiatives to fully realize the historic, natural and scenic, recreational and economic potential for the people of its region and the state as a whole and to facilitate and provide passive recreational activities including hiking, nature study and photography and to make recommendations regarding necessary facilities including paths and trails; and

WHEREAS, *The Saratoga-Washington on the Hudson Partnership* has been established to assist individuals, corporations, associations and public entities on ways to protect the resources of the Partnership preserve; and

WHEREAS, the Historic Dix Bridge connects Washington and Saratoga Counties and it has been determined by the members of the Partnership that there exists great scenic, recreational and economic potential for the renovation of the bridge; and

NOW THEREFORE BE IT RESOLVED that *The Saratoga-Washington on the Hudson Partnership* supports the project for the renovation of the Historic Dix Bridge.

Thomas Richardson, Chairman

August 4, 2008

A RESOLUTION BY THE HISTORIC SARATOGA-WASHINGTON ON THE HUDSON PARTNERSHIP IN SUPPORT OF THE DISPERSMENT OF \$484,600 IN FUNDS ALLOCATED TO THE PARTNERSHIP FOR PROJECTS WITHIN ITS REGION.

WHEREAS, The Historic Saratoga-Washington on the Hudson Partnership has been established as an innovative partnership framework building and expanding on existing public and private initiatives to fully realize the partnerships historic, natural and scenic, recreational and economic potential for the people of its region and the state as a whole; and

WHEREAS, The Historic Saratoga-Washington on the Hudson Partnership has been established to assist individuals, corporations, associations and public entities on ways to protect the resources of the Partnership preserve; and

WHEREAS, The Historic Saratoga-Washington on the Hudson Partnership has been hereby designated by State Law the powers to make and execute contracts and all other instruments necessary or convenient for the exercise of its powers and functions; to conduct scientific, economic and environmental studies; to conduct environmental education programs; to facilitate and provide passive recreational activities including hiking, nature study and photograph; to make recommendations regarding necessary facilities including paths and trails, education centers and related parking areas; and

NOW THEREFORE BE IT RESOLVED that ***The Historic Saratoga-Washington on the Hudson Partnership*** has voted to approve the following projects for a total of \$434,600:

\$95,000—Houser Farm Conservation Project—Washington County Agriculture Stewardship Association

\$25,000—Village of Greenwich Comprehensive Plan—Village of Greenwich

\$50,000—Pedestrian Corridor—Village of Ft. Edward

\$20,000—Trailhead Parking Lot—Town of Halfmoon

\$15,000—Trail Interpretive Signs—Town of Halfmoon

\$35,000—Route 67 Improvements—City of Mechanicville

\$10,000—Hudson Crossing Signage—Town of Northumberland

\$12,000—Lock 10 Replica—Town of Northumberland

\$25,000—Blue Trail Canoe Project—Town of Northumberland

\$12,000—Fish Creek Trail Segment—Saratoga P.L.A.N.

\$5,600—Corbett Property—Saratoga P.L.A.N.

\$31,000—Alternative Transportation Prototype Study—Saratoga P.L.A.N.

\$30,000—Old Champlain Towpath—Town of Saratoga

\$10,000—Col. Baum’s Interpretive Trail—Washington County Agriculture Stewardship Association

\$15,000—Tour de Farm—Washington County Agriculture Stewardship Association

\$24,000—Route 4 and 32 Improvements—Village of Waterford

\$10,000—Broad Street Improvements—Village of Waterford

\$10,000—Susan B. Anthony House Maintenance—*New York State Office of Parks, Recreation and Historic Preservation.*

Thomas Richardson, *Chairman*

August 6, 2008

A RESOLUTION BY THE HISTORIC SARATOGA-WASHINGTON ON THE HUDSON PARTNERSHIP ESTABLISHING ITS MISSION STATEMENT.

WHEREAS, the New York State Legislature found that the region comprising ***The Historic Saratoga-Washington on the Hudson Partnership*** posses unique historic and natural significance as a primary birthplace of America; and

WHEREAS, ***The Historic Saratoga-Washington on the Hudson Partnership*** recognizes major historical sites within which are features of a corridor associated with change, revolution and transportation; and

WHEREAS, ***This Historic Saratoga-Washington on the Hudson Partnership*** will build and expand on existing public and private initiatives to fully realize the historic, natural and scenic, recreational and economic potential for the people of its region and the state as a whole; and

NOW THEREFORE BE IT RESOLVED that ***The Historic Saratoga-Washington on the Hudson Partnership*** has voted on and adopted the following mission statement:

The Historic Saratoga-Washington on the Hudson Partnership's mission is to preserve, enhance and develop the historic, agricultural, scenic, natural and recreational resources and the significant waterways within the Partnership region. Through the tradition of municipal home rule, the Partnership will foster collaborative projects with pertinent non-profit and governmental entities with an emphasis on both agricultural and open space protection, economic and tourism development, and the protection and interpretation of our natural and cultural heritage.

Thomas Richardson, Chairman

September 12, 2008

A RESOLUTION BY THE HISTORIC SARATOGA-WASHINGTON ON THE HUDSON PARTNERSHIP SUPPORTING THE EXTENSION OF THE ZIM SMITH TRAIL FROM COONS CROSSING IN THE TOWN OF HALFMOON TO THE CITY OF MECHANICVILLE.

WHEREAS, The Historic Saratoga-Washington on the Hudson Partnership has been established to build on existing public and private initiatives to fully realize the historic, natural and scenic, recreational and economic potential for the people of its region and the state as a whole and to facilitate and provide passive recreational activities including hiking, nature study and photography and to make recommendations regarding necessary facilities including paths and trails; and

WHEREAS, The Historic Saratoga-Washington on the Hudson Partnership finds that the proposed expansion of the Mechanicville rail yard in the Town of Halfmoon and the City of Mechanicville offers a unique opportunity to extend the Zim Smith Trail from Coons Crossing in the Town of Halfmoon into the City of Mechanicville. This would then provide an alternative transportation route that better ties the region together. Additional plans will tie the Zim Smith Trail into the Luther Forest Technology Campus; and

NOW THEREFORE BE IT RESOLVED that ***The Historic Saratoga-Washington on the Hudson Partnership*** supports the extension of the Zim Smith Trail from Coons Crossing in the Town of Halfmoon to the City of Mechanicville.

Thomas Richardson, Chairman

September 15, 2008

A RESOLUTION BY THE HISTORIC SARATOGA-WASHINGTON ON THE HUDSON PARTNERSHIP SUPPORTING THE CREATION OF THE PLANNING SUB-COMMITTEE.

WHEREAS, The Historic Saratoga-Washington on the Hudson Partnership's mission is to preserve, enhance and develop the historic, agricultural, scenic, natural and recreational resources and the significant waterways within the Partnership region. Through the tradition of municipal home rule, the Partnership will foster collaborative projects with pertinent non-profit and governmental entities with an emphasis on both agricultural and open space protection, economic and tourism development, and the protection and interpretation of our natural and cultural heritage; and

WHEREAS, The Historic Saratoga-Washington on the Hudson Partnership shall develop a stewardship plan which shall represent the fundamental document defining the recommended protection and beneficial public use goals for the reserve and the means and techniques for their attainment. To the fullest extent practicable, the plan shall be consistent with the state open space plan and the Erie Canalway National Heritage Corridor preservation and management plan, as such plans are amended ; and

WHEREAS, The Historic Saratoga-Washington on the Hudson Partnership shall submit a draft plan to the commissioner, the commissioner of parks, recreation and historic preservation and secretary of state. The commissioner, in consultation with the commissioner of parks, recreation and historic preservation and secretary of state, may approve the plan, may return the plan to the partnership with recommendations for approval, or may reject such plan. Prior to submission of the draft plan, the partnership shall hold at least one public hearing on the draft plan in each county for which the plan is applicable. The local legislative body of each city, town or village within the boundaries designated by the draft plan must approve the plan following the public hearing and before it is submitted to the commissioner. A copy of the approved plan shall be provided to the governor, the temporary president of the senate and the speaker of the assembly; and

NOW THEREFORE BE IT RESOLVED that *The Historic Saratoga-Washington on the Hudson Partnership appointed members who shall constitute the planning sub-committee are Richardson, City of Mechanicville Supervisor; Tom Wood III, Town of Saratoga Supervisor; Katherine Tomasi, Appointee, President of the Senate; Joe Finan, Superintendent Saratoga Battlefield National Historic Park; and Devin Lander, Legislative and Policy Director, Assemblyman Englebright.*

November 14, 2008

A RESOLUTION BY THE HISTORIC SARATOGA-WASHINGTON ON THE HUDSON PARTNERSHIP ANNOUNCING ITS PARTNERSHIP WITH THE HUDSON RIVER VALLEY GREENWAY.

WHEREAS, The Historic Saratoga-Washington on the Hudson Partnership has been established by the legislature to build on existing public and private initiatives to fully realize the historic, natural and scenic, recreational and economic potential for the people of its region and the state as a whole; and

WHEREAS, The Historic Saratoga-Washington on the Hudson Partnership's mission it to preserve, enhance and develop the historic, agricultural, scenic, natural and recreational resources and the significant waterways within the Partnership region. Through the tradition of municipal home rule, the Partnership will foster collaborative projects with pertinent non-profit and governmental entities with an emphasis on both agricultural and open space protection, economic and tourism development, and the protection and interpretation of our natural and cultural heritage; and

WHEREAS, The Hudson River Valley Greenway has recently expanded its region to include Saratoga and Washington Counties and its parallel mission is to facilitate the development of a voluntary regional strategy for preserving scenic, natural, historic, cultural and recreational resources while encouraging compatible economic development and maintaining the tradition of home rule for land use decision making; and

NOW THEREFORE BE IT RESOLVED that ***The Historic Saratoga-Washington on the Hudson Partnership*** has voted to become a partner with ***The Hudson River Valley Greenway.***

Thomas Richardson, Chairman

January 20, 2009

A RESOLUTION BY THE HISTORIC SARATOGA-WASHINGTON ON THE HUDSON PARTNERSHIP ANNOUNCING THE DESIGNATION OF THE CHAMPLAIN VALLEY NATIONAL HERITAGE PARTNERHSIP AS A PARTNERSHIP MEMBER.

WHEREAS, The Historic Saratoga-Washington on the Hudson Partnership has been established by the legislature to build on existing public and private initiatives to fully realize the historic, natural and scenic, recreational and economic potential for the people of its region and the state as a whole; and

WHEREAS, The Historic Saratoga-Washington on the Hudson Partnership's mission it to preserve, enhance and develop the historic, agricultural, scenic, natural and recreational resources and the significant waterways within the Partnership region. Through the tradition of municipal home rule, the Partnership will foster collaborative projects with pertinent non-profit and governmental entities with an emphasis on both agricultural and open space protection, economic and tourism development, and the protection and interpretation of our natural and cultural heritage; and

WHEREAS, The Champlain Valley National Heritage Partnership's designating legislation notes that it is in the interest of the United States to preserve and interpret the historical and cultural resources of the Champlain Valley and connecting waterways in Saratoga and Washington Counties; and

WHEREAS, The Champlain Valley National Heritage Partnership's designating legislation notes as a purpose to assist the States of Vermont and New York, including units of local government and nongovernmental organizations in the States, in preserving, protecting, and interpreting those resources for the benefit of the people of the United States; and

NOW THEREFORE BE IT RESOLVED that ***The Historic Saratoga-Washington on the Hudson Partnership*** has voted to become a partner with ***The Champlain Valley National Heritage Partnership***.

Thomas Richardson, Chairman

February 17, 2009

A RESOLUTION BY THE HISTORIC SARATOGA-WASHINGTON ON THE HUDSON PARTNERSHIP SUPPORTING THE EXTENSION OF THE FISHCREEK PARCEL LOCATED ALONG THE HUDSON AND THE VILLAGE OF VICTORY.

WHEREAS, The Historic Saratoga-Washington on the Hudson Partnership has been established to build on existing public and private initiatives to fully realize the historic, natural and scenic, recreational and economic potential for the people of its region and the state as a whole and to facilitate and provide passive recreational activities including hiking, nature study and photography and to make recommendations regarding necessary facilities including paths and trails; and

WHEREAS, The Historic Saratoga-Washington on the Hudson Partnership finds that the proposed expansion of the Fish Creek Parcel located along the Hudson and the Village of Victory offers a unique opportunity to connect the Schuyler Estate with the Village of Victory. This site along the Fish Creek offers an extraordinary opportunity for historical interpretation with evidence found of the American Fortifications that stood on its banks during the American Revolution.

NOW THEREFORE BE IT RESOLVED that ***The Historic Saratoga-Washington on the Hudson Partnership*** supports the extension of the Fish Creek Parcel located along the Hudson and the Village of Victory.

Thomas Richardson, Chairman

May 3, 2009

A RESOLUTION BY THE HISTORIC SARATOGA-WASHINGTON ON THE HUDSON PARTNERSHIP ANNOUNCING THE DESIGNATION OF HUDSON CROSSING PARK AS A PARTNERSHIP MEMBER.

WHEREAS, The Historic Saratoga-Washington on the Hudson Partnership has been established by the legislature to build on existing public and private initiatives to fully realize the historic, natural and scenic, recreational and economic potential for the people of its region and the state as a whole; and

WHEREAS, The Historic Saratoga-Washington on the Hudson Partnership's mission it to preserve, enhance and develop the historic, agricultural, scenic, natural and recreational resources and the significant waterways within the Partnership region. Through the tradition of municipal home rule, the Partnership will foster collaborative projects with pertinent non-profit and governmental entities with an emphasis on both agricultural and open space protection, economic and tourism development, and the protection and interpretation of our natural and cultural heritage; and

WHEREAS, Hudson Crossing Park is a 501c3 not-for-profit group whose mission is to tie environmental responsibility to economic revitalization and to engage people of all ages in making informed choices for a sustainable future; and

WHEREAS, Hudson Crossing Park seeks to foster environmental stewardship, to emphasize the area's natural, cultural, and economic history, and to establish a public park that is an educational and recreational destination; and

NOW THEREFORE BE IT RESOLVED that ***The Historic Saratoga-Washington on the Hudson Partnership*** has voted to become a partner with ***Hudson Crossing Park***.

Thomas Richardson, Chairman

Historic Saratoga-Washington on the Hudson Partnership &
Natural Heritage Trust
Invitation for Bid for Stewardship Plan
June 15, 2009
Section 1. Introduction

1.1 Purpose

The Historic Saratoga-Washington on the Hudson Partnership

(www.upperhudsonpartnership.org) has formulated a committee to review their Partnership Stewardship Plan (Plan). The Plan should define public use goals, provide recommendations for their attainment, and a schedule for Plan review. The Plan must be consistent with the NYS Open Space Plan (www.dec.ny.gov/docs/lands_forests_pdf/osp08complete.pdf), the Lakes to Locks Passage Corridor Management Plan (www.lakestolocks.com/downloads.cfm), and the Erie Canalway National Heritage Corridor Preservation and Management Plan (www.eriecanalway.org/about-us_preserve-manage.htm) as such Plans are amended. The purpose of this contract is to provide professional planning assistance to coalesce the existing local and regional plans, (a list of available plans that have been collected is attached, Appendix I) formulate recommendations to address agricultural, watershed protection and other development concerns. The total project funds available are approximately \$40,000. All qualified firms, including Minority and Women-Owned firms, are encouraged to reply.

1.2 Background

In recent years, municipalities and non-profit organizations along the Upper Hudson River have independently initiated local projects that foster the region's rich natural and cultural heritage, as well as provide for sustainable economic growth. The *Historic Saratoga-Washington on the Hudson Partnership* was established through an act of legislation in 2006 initiated by Assemblymembers Roy McDonald and Steven Englebright to comprehensively support the local efforts through an **innovative** and **voluntary** framework of public and private groups, including local and state government. Municipalities may opt into the partnership at any time through a local resolution.

Partnership Mission

The Partnership's mission is to preserve, enhance and develop the historic, agricultural, scenic, natural and recreational resources and the significant waterways within the Partnership region. Through the tradition of municipal home rule, the Partnership will foster collaborative projects with pertinent non-profit and governmental entities with an emphasis on both agricultural and open space protection, economic and tourism development, and the protection and interpretation of our natural and cultural heritage.

Communities in the *Historic Saratoga-Washington on the Hudson Partnership* include the towns of Easton, Greenwich and Fort Edward in Washington County; the villages of Fort Edward and Greenwich are also represented within the partnership. Membership from Saratoga County includes the towns of Northumberland, Saratoga, Stillwater, Halfmoon and Waterford; the Villages of Schuylerville, Victory, Stillwater, Waterford and the City of Mechanicville.

Members of the Board

Supervisors and Mayors

Supervisor of the Town of Saratoga
Supervisor of the Town of Fort Edward
Supervisor of the Town of Greenwich
Supervisor of the Town of Easton
Supervisor of the Town of Stillwater
Supervisor of the Town of Waterford
Supervisor of the Town of Northumberland
Supervisor of the Town of Halfmoon
Supervisor of the City of Mechanicville
Mayor of the City of Mechanicville
Mayor of the Village of Schuylerville
Mayor of the Village of Victory
Mayor of the Village of Stillwater
Mayor of the Village of Fort Edward
Mayor of the Village of Greenwich
Mayor of the Village of Waterford

State Representatives

Appointments*

Two Appointees by the Governor
Two Appointees by the President of the Senate
Two Appointees by the Speaker of the Assembly

Ex-Officio (Non-Voting)

Commissioner of Dept of Environmental Conservation
Commissioner of Agriculture and Markets
Commissioner of Parks, Recreation, and Historical
Preservation

Not For Profits and Others

Saratoga National Historical Park
Erie Canalway National Heritage Corridor
Lakes to Locks Passage
Agricultural Stewardship Association
Saratoga PLAN

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Hudson Crossing Park
NY Open Space Institute
Prospect Hill Cemetery

* The State Appointees must consist of three residents of Washington County and three residents of Saratoga County

1.3 Key Events/Dates

ESTIMATED TIMETABLE OF KEY EVENTS:

Event: Date:

Contract Reporter Advertisement June 15, 2009

Release RFP June 15, 2009

Deadline for Submission of Written Questions June 26, 2009

Responses Sent to Bidders July 3, 2009

Proposals Due July 10, 2009

Evaluation of Proposals Concluded July 22, 2009

Notification of Award week of July 27, 2009

Section 2 Technical Requirements

2.1 Scope of Services

Task 1 - Project Start-up

This task involves an initial meeting with a Planning Sub-committee which will oversee and provide policy direction for the project. The Planning Sub-committee consists of Partnership leaders that have a familiarity with the issues and challenges faced by the Partnership. Membership will include; Tom Richardson, Partnership Chair, Tom Wood Supervisor Town of Saratoga, Katharine Tomasi, Partnership Secretary, Joe Finan Superintendent Saratoga National Historical Park. The Consultant shall hold an initial meeting with the Planning Sub-committee at which we will discuss the present status of the planning effort and obtain initial feedback on major issues to be addressed.

Task 2 - Summarize Community Planning Documents and Inventory Information

For purposes of this effort, much of the inventory information has already been collected and can be extracted or cited within the existing Partnership Corridor planning documents

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(Appendix I). The accumulated plans will need to be reviewed, coalesced and formatted for inclusion in the Plan.

The deliverable of this task is to provide summary of historic resources, scenic resources, recreational use, and farmland and agricultural uses and a set of maps summarizing existing conditions and trends based on the readily available data and plans.

Task 3 – An Economic Plan

Utilizing the goals and objectives of the Lakes to Locks Passage Corridor Management Plan for Economic Development and Tourism, the consultant will work with the Partnership Corridor communities to define strategies for an economic plan.

The deliverable is to develop an economic plan that identifies revitalization and adaptive reuse of historic structures, agricultural enterprises, authentic experiential tourism, small business financing, support to nurture entrepreneurs and services to the tourism industry.

Task 4 – Partnership Corridor Cost Sharing Opportunities

Explore and identify regional cost sharing opportunities helping municipalities in the partnership to approach common matters collectively through agreements. The deliverable is a summary of cost sharing opportunities for municipalities and partners.

Task 5 – Education Program

Utilizing the themes and storylines developed for Lakes to Locks Passage, Saratoga National Historical Parks Long Range Interpretive Plan and other partnership plans, formulate an outline of program offerings that will integrate, multi-media programming as a new dimension for educational learning. Through a multi-faceted education and interpretive program, utilize the Partnership's sites, attractions, programs, events and interpretive resources to serve residents and visitors alike. The outline will identify programs and products that will serve all ages and demographics to deliver a "seamless" heritage tourism experience to the visitor, and for use in school curriculum throughout the state.

The deliverable is an outline of programs and products to compliment a seamless heritage tourism program.

Task 6 – Financial Plan

Work with the Partnership in formulating a financial plan for implementation of the stewardship plan.

The deliverables for this task are to identify grant opportunities from the state and federal governments and to recommend criteria for evaluating future grant requests and provide a budget format and accounting system.

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2.2 Draft Plan Review

Task 7 - Prepare Draft Stewardship Plan

The Consultant will synthesize the results of the Tasks above and prepare a draft Stewardship Plan. The draft Stewardship Plan will succinctly summarize the findings of the planning tasks. It will also emphasize implementation, assigning a responsibility, priority, timeframe and cost to each strategy. Sources of potential grant funding will be an important part of the implementation section. The deliverable is the draft Stewardship Plan.

Task 8 - Public Hearing

The Consultant and the Planning Sub-committee will jointly conduct two public meetings (One in each County). The Consultant and the Planning Sub-committee will be responsible for preparing notices and publicity for the meetings. The committee will arrange for a space to hold the meetings. Prior to the meetings the Consultant will summarize and present the information collected in Tasks 1-6 to the public and respond to public questions and comments.

The deliverable will be summary of comments from the public hearings

Task 9 – Revised Draft Stewardship Plan and Required Compliance

After the public comment period, the Consultant will revise the Plan document as requested by the Partnership Board and Planning Sub-Committee. The local legislative bodies of each city, town, or village within the boundaries of the corridor will then review and approve the draft Plan before it is submitted to the Commissioners of Department of Environmental Conservation, Office of Parks and Recreation and Historic Preservation, Department of Agriculture and Markets, and the Secretary of State. Before the Plan is submitted to the Commissioners and Secretary, the Consultant must ensure all necessary State Environmental Quality Review Act (SEQR) requirements are met.

The deliverables are to prepare the necessary documentation to facilitate the Plan's compliance with SEQR and prepare the final draft Plan for submission to the Commissioners and Secretary.

2.3 Final Plan

Task 10 - Finalize Stewardship Plan

After the draft Plan is approved by the Commissioners and the Secretary, the Plan will be presented to the Partnership Board for adoption consideration. A copy of the adopted plan shall be provided to the Governor, the Temporary President of the Senate and the Speaker of the Assembly.

The Consultant would then produce the final document in quantities as specified by the Stewardship Plan Committee. Estimated copies: 150

2.3 Schedule

The Final approved Plan must be completed six to nine months after the contract is awarded.

2.4 Consultant Qualifications

Proposals must include at least four consultant references and should reflect the firm's past experience with projects of a similar nature along with the qualifications and experience of professionals who will be assigned to the project. Logistics and firm's familiarity with Saratoga and Washington County is also desirable.

Section 3 Cost Requirements

3.1 Bid Form

All bidders must use the prescribed Bid Form (Attachment 2) to indicate the cost of their proposal. The bid form must be signed by the respective bidder.

Section 4 Contractual Terms and Conditions

4.1 Attachment 1- Natural Heritage Trust Standard Contract and Clauses

Section 5 Administrative

5.1 Inquiries

All inquiries concerning this bidding process and inquiries concerning contract specifications and the scope of services should be addressed to the following:

sarah.purcell@oprhp.state.ny.us

or

Attention: Sarah Purcell
Natural Heritage Trust
Empire State Plaza
Agency Building 1

Albany, NY 12238

All questions must be submitted in writing, citing the particular proposal section and paragraph number. Prospective bidders should note that all clarifications and exceptions, including those relating to the terms and conditions of the resulting contract, must be resolved prior to the submission of a proposal. Answers to all questions of a substantive nature will be furnished to all prospective bidders through a formal addendum that will be annexed to and become part of the resultant contract.

5.2

Submission of Proposals

All proposals and accompanying documentation submitted in response to this RFP will become the property of the Partnership and will not be returned. The content of each bidder's proposal will be held in confidence during the bid evaluation. The resulting contract will include a copy of the specifications and the successful bidder's proposal.

5.3 Facsimile Proposals

Facsimile (fax) proposals and bids will not be accepted.

5.4

Partnership Rights to Proposals

By submitting a proposal, the bidder agrees not to make any claim for or have any right to damages because of any misinterpretation or misunderstanding of the specifications, or because of any misinformation or lack of information. The Partnership reserves the following rights with regards to all proposals submitted:

To accept or reject any or all proposals;

To correct any arithmetic errors in any or all proposals (and confirm change with bidders);

To adopt any or all of a successful bidder's proposal;

To negotiate with the selected bidder prior to contract award;

Section 6 Proposal Format and Content

6.1 Overview

This section sets forth all the required information that bidders must include in their proposals.

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For evaluation purposes, each proposal must be submitted in two (2) parts. Part 1 is the technical submission, while Part 2 contains only the financial proposal (Bid Response Form). Each part must be complete and **sealed separately** to ensure that the evaluation of both parts can be accomplished independently and concurrently.

Variations from the rules prescribed herein may subject the respondent to outright disqualification.

6.2 General Requirements and Appearance

The Technical Submittal and the Cost Submittal must be sealed in separate packages.

6.3 Technical Proposal Requirements (Part 1)

Five (5) copies of a portfolio consisting of:

1.
Letter of Interest
2.
A description of the Consultant's firm, including qualifications and relevant experience in formulating stewardship plans for locales similar to Saratoga and Washington Counties.
3.
Description of how the Consultant will undertake the project
4.
Project team resumes
5.
A list of at least four (4) references for which the Consultant has completed similar projects. Each project listed should include the location, team leader, firm/owner's name, telephone number and address, total cost, and a contact person who is familiar with the project.
6.
Two (2) full color graphic examples of the firm's finished stewardship plans completed in the last five (5) years with a total cost for each under \$50,000. These examples should provide a breakdown of all costs and timeframes in which the plans were completed in.

6.4 Cost Proposal Requirements (Part 2)

Part 2 of the proposal consists of the pricing that sets forth the costs for requested services. Cost information is not to be included in the Part 1 Technical Submission. Bidders must use the Bid Response Form provided (Attachment 2).

Section 7 Proposal Evaluation Criteria

7.1 Method of Award

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The Historic Saratoga-Washington on the Hudson Partnership reserves the right to make an award on factors other than price alone. The contractor shall provide information sufficient for evaluation of the contractor's experience in providing planning services in rural agricultural communities.

All proposals will be reviewed by a team of four committee members who will individually evaluate the bidders. After completion of the Technical and Cost Evaluations, a composite score will be assigned to each proposal, with the Technical score weighted at 60 points, and Cost score weighted at 40 points. These scores will then be submitted to the Partnership Board, which will make the final decision. The Partnership Board reserves the right to refuse any or all quotes if they do not meet minimum criteria.

The technical and costs sections of each bidder's proposal will be evaluated separately.

The evaluation is based on a maximum of 100 points:

Factor Point Value

Experience in Preparing Stewardship Plans in New York State 15

Experience in Agricultural Protection and Open Space Planning
in New York State 15

Experience in Facilitating Public hearings in New York State 10

Experience in Preparing Regional Corridor Plans in
New York State 20

Cost 40

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Appendix I

The following is a list of planning documents that are available to the successful bidder and will be provided to the contractor at the first meeting with the contractor and the committee.

Current List of Planning Documents

Municipalities

Stillwater Comprehensive Plan
Stillwater Open Space Plan Mission
Stillwater Route 4 Corridor Plan
Town and Village of Waterford Comprehensive Plan
Town of Halfmoon Draft Comprehensive Plan
Town of Greenwich Comprehensive Plan
Old Saratoga Local Waterfront Revitalization Plan
Town of Saratoga 2002 Comprehensive Land Use Plan
Saratoga County Green Infrastructure Plan
Schuylerville Harbor Project
Towns of Saratoga and Northumberland Joint Open Space and Recreation Plan
City of Mechanicville Downtown Revitalization Plan and Grant Project Plan
Washington County Economic Development Strategic Plan
Town of Fort Edward Master Plan
Town of Easton Comprehensive Plan
Request for Proposals for Rogers Island Visioning Plan LWRP
Hudson River and Champlain Feeder Canal Regional Waterfront Plan
Capital District Regional Planning Commission Strategic Plan
Village of Schuylerville Comprehensive Plan
Village of Victory Comprehensive Plan
Village of Greenwich Comprehensive Plan
Village of Ft. Edward Comprehensive Plan
Town of Northumberland Comprehensive Plan
Champlain Valley National Heritage Partnership
Hudson Crossings Master Plan

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National Park Service

Saratoga National Historical Park General Management Plan

Erie Canalway Preservation and Management Plan

Report to Congress on the Historic Preservation of Revolutionary War and War of 1812 Sites in the United States

Charting a Future for National Heritage Areas

Hudson River Valley National Heritage Area Management Plan

Champlain Valley Heritage Corridor Report of a Special Resource Study

American Battlefield Protection Program Report to Congress

Nonprofits

Lakes to Locks Passage Corridor Management Plan

Saratoga P.L.A.N. Battles of Saratoga Preservation and Viewshed Protection Plan

New York Parks & Conservation Association 2002 Champlain Canal Trail Concept Plan

Lake Champlain Basin Program Opportunities for Action Plan

Agricultural Stewardship Association Ensuring a Future for Farming Conservation Plan

Open Space Institute Open Space for Tomorrow Capital District Sprawl and Open Space Action Strategy

New York State Plans

OPRHP Heritage Development Resource Guide

New York State Historic Preservation Draft Plan

New York State Open Space Conservation Plan

Statewide Comprehensive Outdoor Recreation Plan

Hudson River Valley Greenway Trail Vision Plan

Moreau Lake State Park Master Plan

Peebles Island State Park Master Plan

New York State Canal Recreationway Plan

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Attachment 1
NATURAL HERITAGE TRUST
AGREEMENT

NHT Contract No. _____

Dated: , 2009

Contractor:

Consideration:

Agreement Term:

WHEREAS, pursuant to the New York State Arts and Cultural Affairs Law (ACL) §55.07 (5), the Natural Heritage Trust (the “Trust”) is authorized to undertake any work, including furnishing of services and materials, required to manage, preserve, restore, maintain or improve any real or personal property under its jurisdiction and, at the request of the New York State Office of Parks, Recreation and Historic Preservation (Parks), upon real property of Parks; and

WHEREAS, pursuant to ACL §55.07 (6), the Trust is authorized to undertake research, studies and make reports relating to conservation, outdoor recreation, historic preservation matters and public understanding, revitalization and restoration of New York’s waterfronts; and

WHEREAS, pursuant to ACL §55.07 (8), the Trust is authorized to appoint and employ such officers, employees and staff and to retain such expert legal, financial, engineering, architectural and such other consultant services as it deems necessary to carry out its corporate purposes; and

WHEREAS, pursuant to ACL §55.07 (9), the Trust is authorized to participate and cooperate with other public and private agencies having mutual interests and purposes in appropriate programs and projects intended to preserve and improve the natural and historic resources of the state and advance public understanding, revitalization and restoration of New York’s waterfronts in furtherance of the education, welfare and enjoyment of its people.

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NOW, THEREFORE, in consideration of the terms and conditions contained in this Memorandum of Agreement, the Trust and the Contractor agree as follows:

1. AGREEMENT DOCUMENTS. The following documents shall constitute the Agreement Documents:

2. AGREEMENT PRICE/FEE STRUCTURE. a. The amount to be paid by the Trust to the Contractor in full consideration for the contracted items or services shall be paid as follows:

b. Invoices shall be submitted upon a monthly basis to the Trust. Each invoice shall be detailed, signed by a principal of Contractor and contain such reports, receipts and documentation necessary for the Trust to confirm the invoice. All invoices shall be paid within thirty (30) days of their confirmation by the Trust.

3. ADDITIONAL PROVISIONS RELATING TO SERVICES. For the purpose of this Agreement, Contractor and the Trust designate the following individuals or their successors as agents for purposes of coordinating all services to be rendered hereunder including the preparation, transmission and receipt of invoices and other billing memoranda. Any change in designee must be submitted in writing and addressed to each party at its address specified.

Contractor: Trust:

Tel: Tel:

4. AGREEMENT DELIVERABLES. The Contractor shall deliver the following products and/or services on the following schedule:

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STANDARD CONDITIONS

5. TERMINATION. The Trust may terminate this Agreement (1) immediately for cause or unavailability of funds and/or (2) upon thirty (30) days written notice to the Contractor for convenience. If terminated for convenience, the Trust agrees to pay Contractor for approved charges incurred in the performance of the Agreement up to the time of termination. If terminated for cause, payment to the Contractor for charges incurred shall be made in the sole discretion of the Trust. In the case of termination of this Agreement, Contractor shall turn over all notes, plans, copy, drawings, and other deliverables then in its possession to the Trust which relate to any of the items to be delivered or services to be performed in the Agreement Documents.

6. QUALIFIED PERSONNEL. All services to be performed hereunder will be performed in a workmanlike manner consistent with the highest professional standards. All persons engaged by the Contractor to perform any of the services required by this Agreement will be fully qualified to perform such services.

7. USE OF TRUST PERSONNEL AND SUPPLIES. The Contractor shall not utilize Trust personnel and/or supplies in its performance under this Agreement unless the Trust has given its advance permission to do so in writing.

8. RELATIONSHIP OF PARTIES. The relationship of Contractor to the Trust is at all times that of an independent contractor, and that in accordance with such status, Contractor covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out nor claim to be an officer or employee or agent of the Trust 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 any officer or employee of the Trust, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage or retirement membership credit.

9. NO ASSIGNMENT. Neither this Agreement nor any of the rights or obligations of either party hereunder may be assigned by any party to any person, corporation or other entity unless the other parties shall have consented to such assignment in writing.

10. NO WAIVER. No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon any breach thereof shall constitute a waiver of any such breach or of any covenant, duty, agreement or condition thereof.

11. AMENDMENT. This Agreement may be amended only by writing signed by the parties.

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12. SEVERABILITY. If any provision of this Agreement is or becomes unenforceable, the remainder of this Agreement shall nevertheless remain binding to the fullest extent possible, taking into consideration the purposes and spirit of this Agreement.

14. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Agreement for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Agreement shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement. If this is a building service Agreement as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Agreement and forfeiture of all moneys due hereunder for a second or subsequent violation.

15. WAGE AND HOURS PROVISIONS. If this is a public work Agreement covered by Article 8 of the Labor Law or a building service Agreement covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

16. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this Agreement was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf. (See Attachment 3)

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17. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER.

All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) PRIVACY NOTIFICATION. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this Agreement or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

18. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law, if this Agreement is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

(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 or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment,

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promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis 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 herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State Agreement, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this Agreement; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

19. GOVERNING LAW. This Agreement shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise. The Contractor shall comply with all applicable statutes, laws, rules and regulations in its performance under this Agreement.

20. NO ARBITRATION. Disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

21. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or

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undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

22. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this Agreement involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

23. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

24. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement agreements.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development

Division for Small Business

30 South Pearl St -- 7th Floor

Albany, New York 12245

Telephone: 518-292-5220

Fax: 518-292-5884

<http://www.empire.state.ny.us>

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A directory of certified minority and women-owned business enterprises is available from:
NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or Agreement, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this Agreement and agrees to cooperate with the State in these efforts.

25. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied Agreements which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

26. INTEGRATION. This Agreement, except as it may be amended from time to time by written amendment as provided herein, constitutes the entire agreement between the parties, and supersedes any prior agreements and understandings, pertaining to the subject matter hereof. All written approvals shall immediately upon execution by both parties become a part of this Agreement.

27. BINDING AGREEMENT. This Agreement shall be binding upon and inure to the benefit of the parties and their successors.

28. INSURANCE AND INDEMNIFICATION.

a. If required by the Trust, the Contractor shall, at its own cost and expense, obtain and keep in force during the term of this agreement, comprehensive public liability and property damage insurance designating the Natural Heritage Trust and the People of the State of New York as named additional insureds and protecting the Trust and the People of the State of New York against any and all claims of liability of whatsoever kind and nature which may arise either directly or indirectly as a result of any operation carried on by the Contractor under or pursuant to this Agreement. Said insurance shall be obtained from a company licensed to conduct business in the State of New York. Public Liability Insurance for bodily injury including death, and property damage shall have limits of not less than \$2.0 million in the aggregate per accident. Naming the Trust or the People of the State of New York as certificate holders shall not suffice for this paragraph. Such policies shall provide that they shall not be cancelled without 30 days prior written notice to the Trust.

b. The Contractor shall defend, indemnify and hold the Trust harmless from any claims for loss, damage or injury to persons or property arising out of the performance or failure of performance by the Contractor, its agents, employees or sub-contractors, of any of its duties and agreements undertaken or imposed upon the Contractor by virtue of this Agreement.

c. In order to comply with Sections 57 and 220(8) of the Workers' Compensation Law, the Trust requires annual proof of both Workers' Compensation Insurance and Disability Insurance. The following are the only acceptable means of proof (Please note that ACORD forms are NOT acceptable proof of coverage):

i.

Disability Benefits:

WC/DB-100: Affidavit for New York Entities with no employees and certain out of state entities, that NYS Workers Compensation and/or Disability Benefits Insurance coverage is not required; or

DB-120.1: Certificate of Disability Benefits Insurance; or

DB-155: Certificate of Disability Benefits Self-Insurance.

ii.

Workers' Compensation:

WC/DB-100(9-07): Affidavit for New York Entities with no employees and certain out of state entities, that NYS Workers

C-105.2(9-07): Certificate of Workers' Compensation Insurance; note: the State Insurance Fund provides its own version of this form, the U-26.3; or

SI-12: Certificate of Workers' Compensation Self-Insurance.

29. ADDENDA. Attached hereto and made part hereof are the following Addenda:
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Signature Page

THE Natural Heritage Trust certifies that copies of this signature page with original signatures will be attached to all other exact copies of the Agreement.

IN WITNESS WHEREOF, the Contractor and the Trust have executed this Agreement on the day and year first above written.

Contractor:

_____ By: _____

Date Typed Name:

Title:

Federal Employer Identification No.:

Approved by the Natural Heritage Trust:

_____ By: _____

Date Alexander J. Roth

Executive Director

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Attachment 2
Historic Saratoga-Washington on the Hudson Partnership
Bid Response Form

Task/Item Total

Deliverables: 1-7 \$ _____

Deliverables: 8-9 \$ _____

Deliverable Items 10 (Final Plan & Map Production) \$ _____

Printing of Plans & Associated Maps and CD: \$ _____

Maps Full Size Mylar – Three Sets

Bound Plan Document with Map Fold Outs – 150 each

Electronic Data Sets to Include Plan and Maps – Three CD's

Total Contract Cost \$ _____

Note To Bidder:

Is this bid strictly in accordance with the specifications as noted herein?

_____ Yes _____ No

If "No" attach a letter explaining in detail the deviation.

Sign the Bid:

By signing this bid you indicate your express authority to sign on behalf of yourself, your company or other entity and fully acknowledge acceptance of this Bid Proposal.

Signature _____

Company/Firm Name _____

Date: _____

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Attachment 3
Non-Collusive Bidding Certification

The following website has all information regarding New York State’s Guidelines and Frequently Asked Questions on Procurement Lobbying Law:

<https://www3.ogs.state.ny.us/legal/lobbyinglawfaq/default.asp>

All Bidder’s must sign the Procurement Lobbying/Non-Collusive Bidding Certification:

Non-Collusive Bidding Certification

Required by Section 2878 of the Public Authorities Law

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

[1] The prices in this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes 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 and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and

[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.

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WHERE [1], [2], [3] ABOVE HAVE NOT BEEN COMPLIED WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FORGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:
[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT.]

Subscribed to under penalty of perjury under the laws of the State of New York, this
_____ day of _____, 20 as the act and deed of said
corporation of partnership.

IF BIDDER(S) (ARE) A PARTNERSHIP, COMPLETE THE FOLLOWING:
NAMES OF PARTNERS OR PRINCIPALS LEGAL RESIDENCE

_____	_____
_____	_____
_____	_____
_____	_____

IF BIDDER(S) (ARE) A CORPORATION, COMPLETE THE FOLLOWING:
NAMES LEGAL RESIDENCE

President

Secretary

Treasurer

President

Secretary

Treasurer

Identifying Data:

Potential Consultant: _____

Street Address: _____

City, Town, etc. _____

Telephone: _____ **Title:** _____

If applicable, Responsible Corporate Officer Name

Title

Signature

Joint or combined bids by companies or firms must be certified on behalf of each participant:

Legal name of person, firm or corporation Legal name of person, firm or corporation

By _____ By _____

(Name) (Name)

Title

Street Address Street Address

City and State City and State

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CHECKLIST OF PROPOSAL SUBMITTAL REQUIREMENTS

The following is a checklist of all items that must be submitted with your proposal. Failure to submit any item may result in the rejection of the proposal.

ITEM Included? (put check mark)

Letter of Interest ___ yes

Description of the Firm ___ yes

Description of how the firm ___ yes
will undertake the project

Resumes of Staff and Consultants ___ yes

Assigned to the project

References from four clients ___ yes

Examples of Regional Plans completed ___ yes

Non- Collusive/Procurement Lobbying ___ yes

Bidding Certification

Bid Response Form ___ yes