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EXHIBIT A

DATE OF ISSUE
DATE OF REVISION
BY
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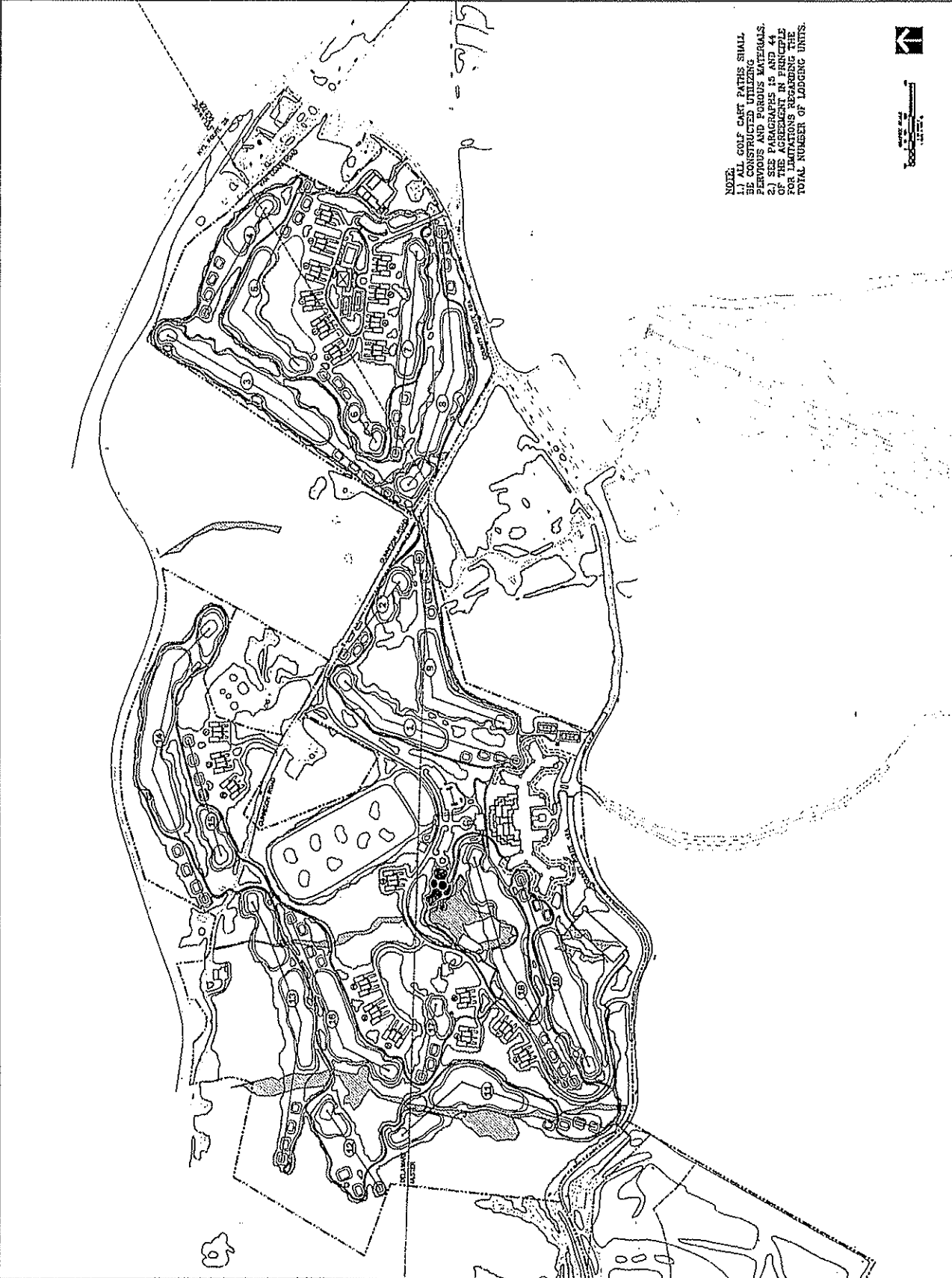
PROJECT NO.
SHEET NO.

WILDACRES RESORT
MASTER PLAN - APPROXIMATE TO DATE

PREPARED FOR
CANTONMENT TAYLOR, S.A.
121, 122 & 123
M.T. ROAD, PT. DUTT

1	1/4" = 1' HORIZONTAL SCALE
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Scale
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NOTE: GOLF CART PATHS SHALL
BE CONSTRUCTED WITH
PERVIOUS AND POROUS MATERIALS.
2.) SEE PARAGRAPHS 15 AND 44
OF THE AGREEMENT IN PRINCIPLE
FOR LIMITATIONS REGARDING THE
TOTAL NUMBER OF LODGING UNITS.



EXHIBIT B

Exhibit B

Criteria for Adjusting and/or Preparing Designs for Wildacres Resort (including golf course) and Highmount Spa

To the extent that Crossroads adjusts the locations of roads, buildings, access ways, and associated improvements depicted on Exhibits A and C, and the golf course depicted on Exhibit C, such refinements will be based on the criteria listed below:

- a. limit construction and associated land disturbance to areas with slopes of 20% or less to the greatest possible extent;
- b. avoid and/or minimize construction and associated land disturbance within 100 feet of watercourses and areas that have been identified by USACOE, NYSDEC and/or NYCDEP as wetlands or watercourses during the SEQRA process to date;
- c. locate and design roads and access ways so as to minimize the extent of cuts and fills to the maximum extent practicable, consistent with safety considerations;
- d. provide adequate space in areas with slopes less than or equal to 20% for stormwater management practices;
- e. to the maximum extent practicable, use post-construction stormwater management techniques and practices that reduce the volume of runoff, such as porous pavement, infiltration systems, vegetated filter strips, and green roofs; and
- f. in addition to paragraphs a. through e. above, with respect to the golf course, limit tree cutting, and minimize clearing, grubbing, and stump removal in areas where trees must be cut, to the extent consistent with sound golf course design practices.

EXHIBIT C

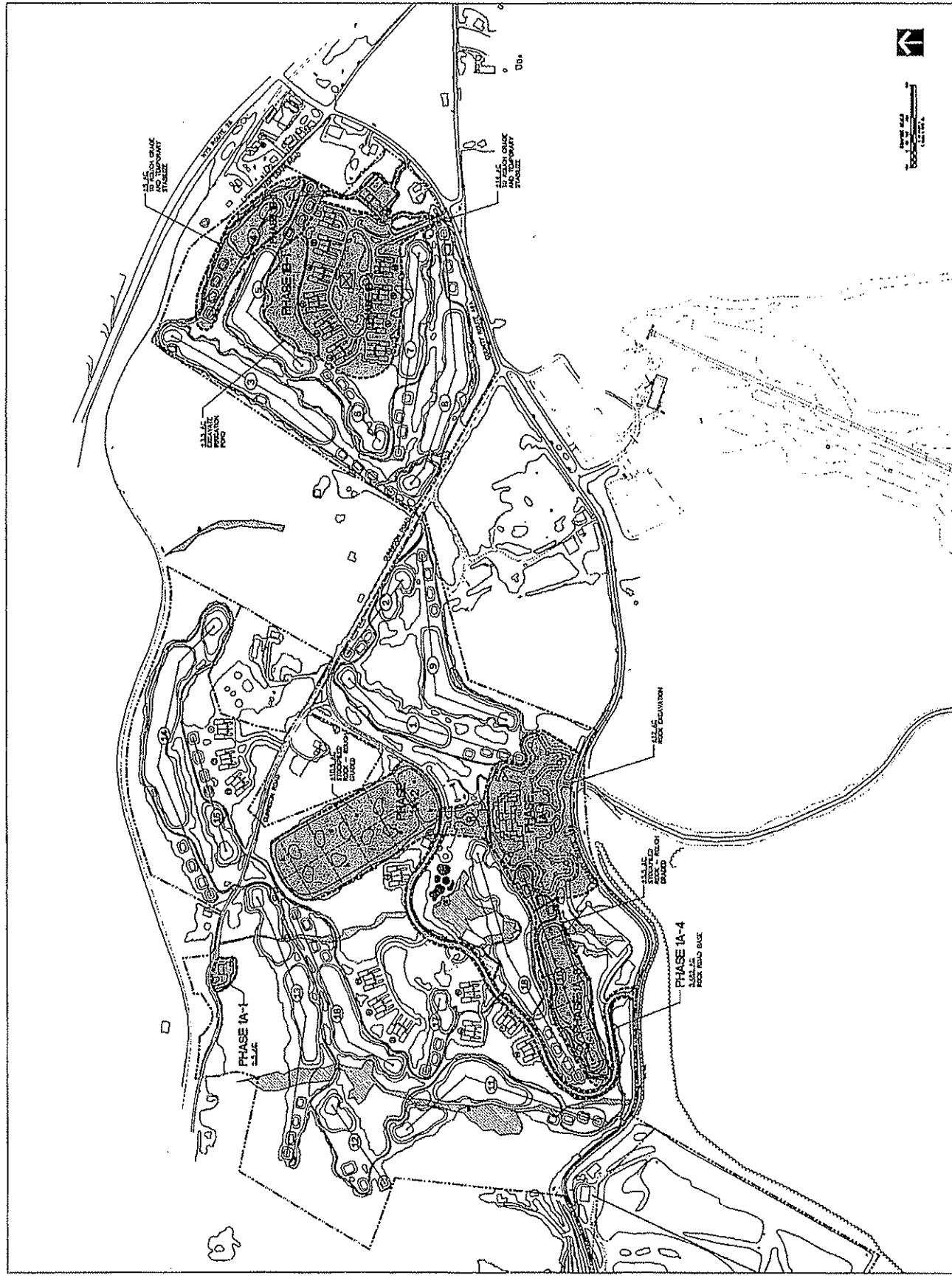
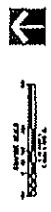
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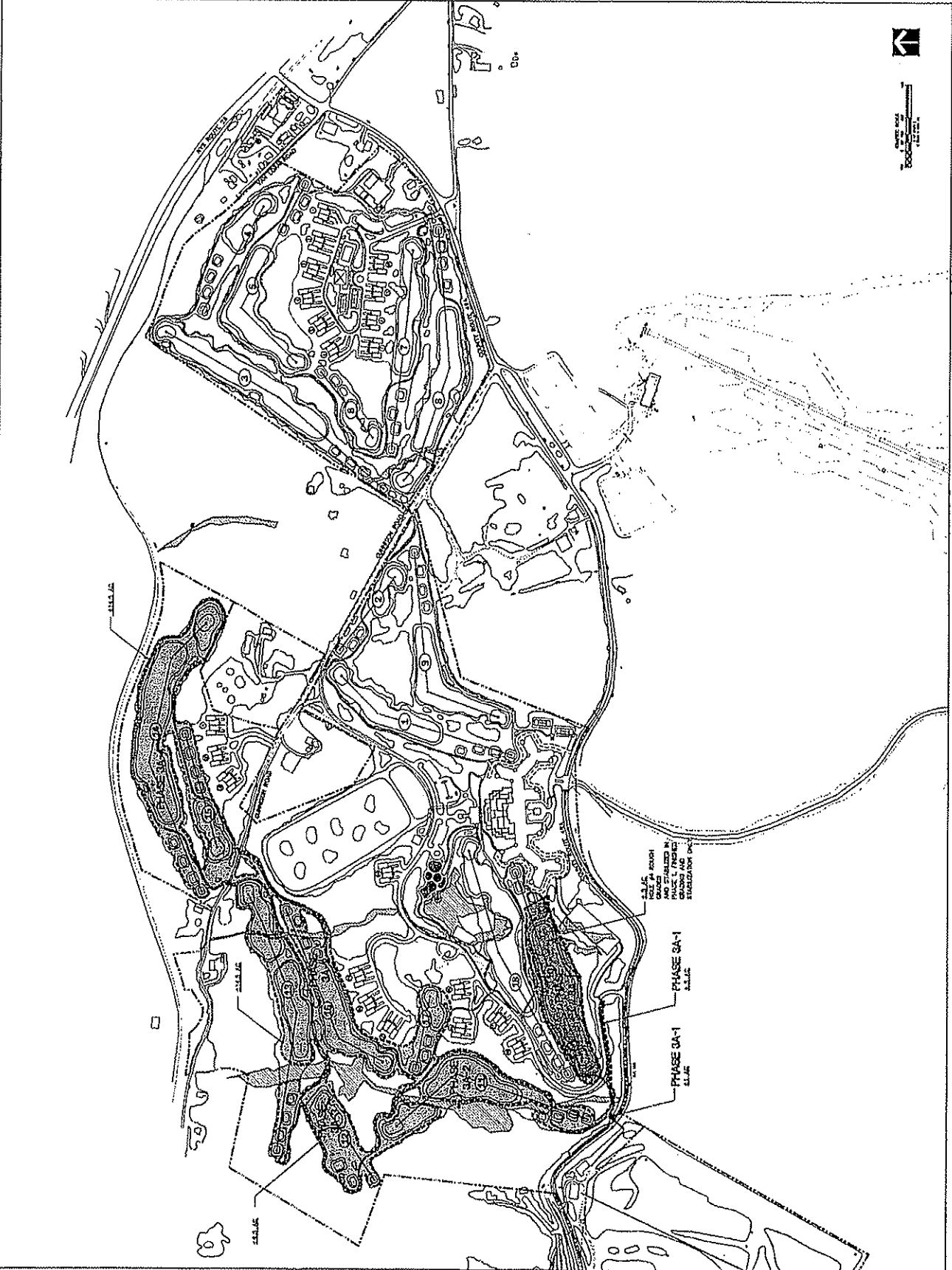
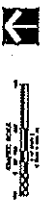
DATE: 10/15/88
BY: J. J. [unreadable]
CHECKED BY: [unreadable]

WILDACRES RESORT
CONSTRUCTION PHASING PLAN
- Attached to Final Plan

PREPARED FOR:
WILDACRES RESORT
975 WEST 17
COLUMBIANA AVENUE
MAYAGUEZ, P.R. 00854

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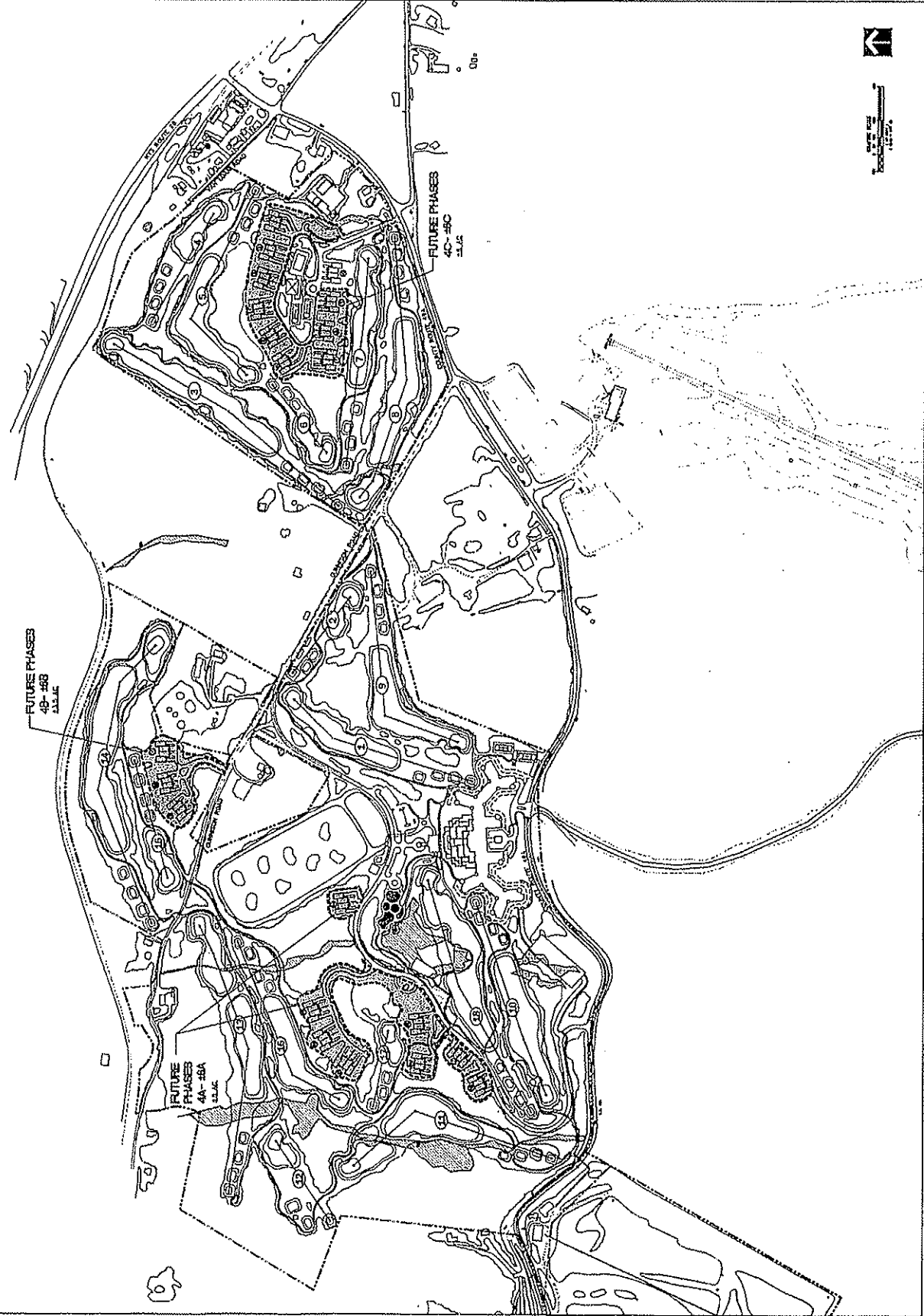


WILDACRES RESORT
 CONSTRUCTION PLANNING PLAN
 Approved in Principle

19-4A-4

PREPARED FOR:
 COMBINED VENTURES, L.L.C.
 174 BOB BEY
 WYOMING, WY 82001

DATE: 01/14/2009
BY: [Illegible]
SCALE: 1" = 40' (AS SHOWN)
PROJECT: WILDACRES RESORT
PHASE: CONSTRUCTION PLANNING PLAN
NO.: 19-4A-4
DATE: 01/14/2009



FUTURE PHASES
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 23.5 AC

FUTURE PHASES
 4A-4BA
 23.5 AC

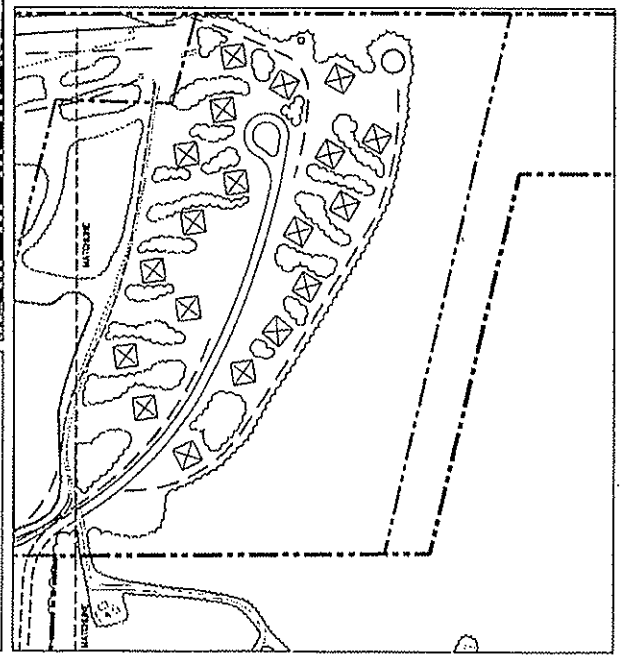
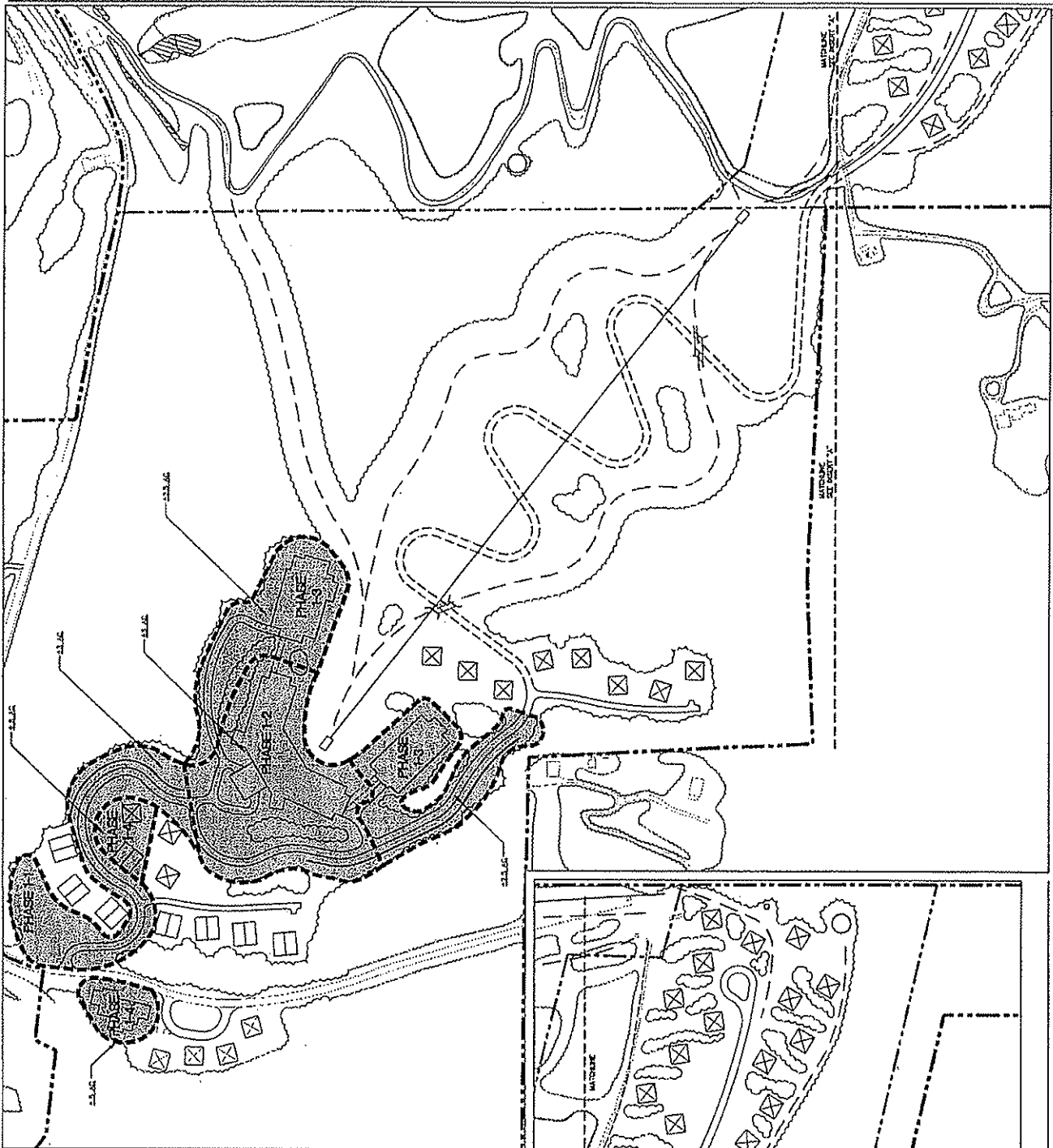
FUTURE PHASES
 4C-4CC
 23.5 AC

HIGHMOUNT SPA RESORT
CONSTRUCTION PHASING PLAN
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PREPARED FOR:
CONSTRUCTION SYSTEMS, L.L.C.
20, 202 N.
N. TRINITY, WY 82002

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SCALE: AS SHOWN
SHEET NO. 1 OF 1



NOTE:
 1) PHASE 1 THROUGH FUTURE PHASES
 WILL INCORPORATE THE CONSTRUCTION
 OF INDIVIDUAL UNITS, DUPLEXES AND
 DRIVEWAYS BASED ON SALES.
 2) EACH PHASE IS INTENDED TO BE
 DIVIDED INTO STAGES THAT ARE UNDER 5
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 LAND IS NOT BEING STABILIZED.
 LAND FROM BEING OPENED WITHOUT
 BEING STABILIZED.



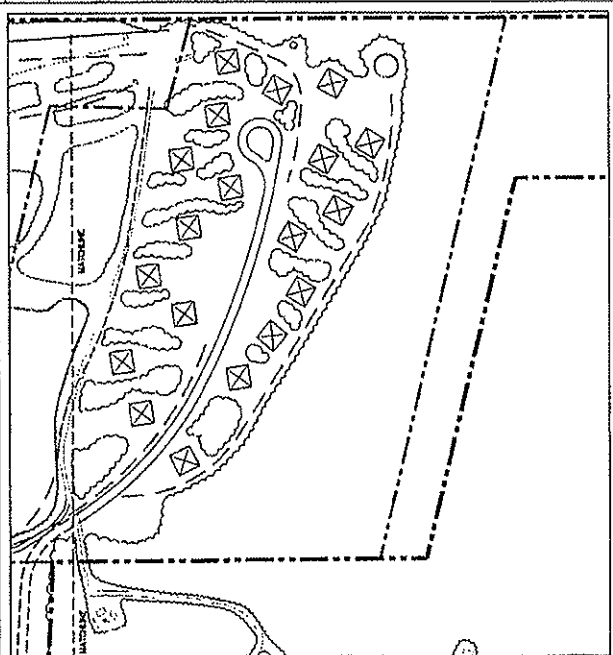
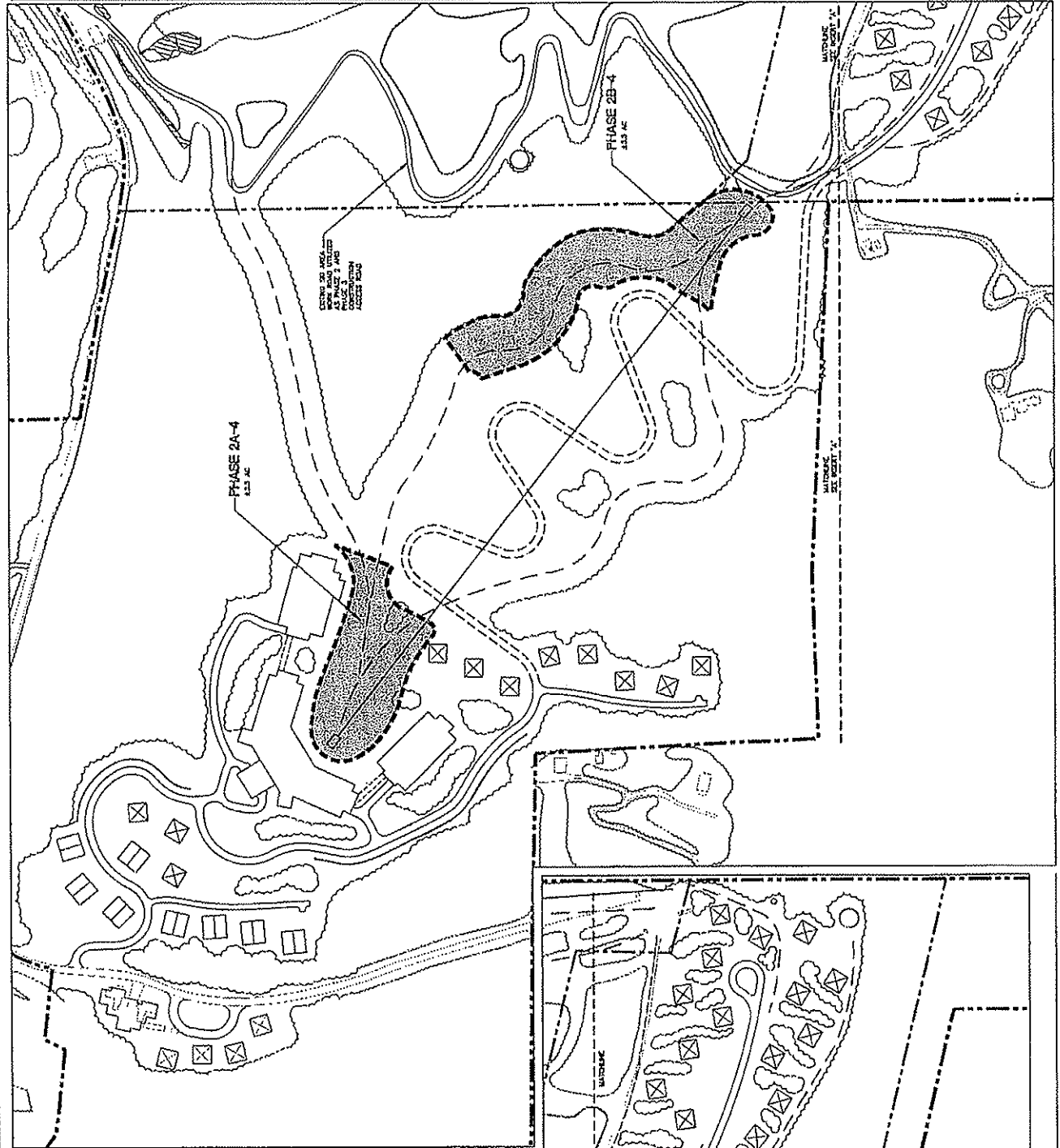
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HIGHMOUNT SPA RESORT
CONSTRUCTION PHASING PLAN
Agreement in Principle

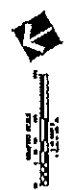
PREPARED FOR:
CORPORATION VERMONT LLC
724 ROUTE 201
MIDDLEBURY, VT 05750

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SCALE:	AS SHOWN
PROJECT:	HIGHMOUNT SPA RESORT
DATE:	12/15/2011
BY:	[Signature]
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SCALE:	AS SHOWN
PROJECT:	HIGHMOUNT SPA RESORT

DATE: 12/15/2011
BY: [Signature]
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SCALE: AS SHOWN
PROJECT: HIGHMOUNT SPA RESORT



NOTE:
 1.) PHASE 3 THROUGH FUTURE PHASES WILL BE SUBJECT TO FUTURE CONSTRUCTION AS NECESSARY TO ACCOMMODATE DRIVEMANS BASED ON SALES.
 2.) EACH PHASE IS INTENDED TO BE DIVIDED INTO STAGES THAT ARE UNDER 5 ACRES IN SIZE. THE PURPOSE OF THIS DIVISION IS TO PREVENT LARGE AREAS OF LAND FROM BEING OFFERED WITHOUT BEING STABILIZED.



INSERT 'A'

DATE: 04/11/2018
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 PROJECT: HIGHMOUNT SPA RESORT



SCALE: AS SHOWN
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 TOTAL SHEETS: 10

PROJECT: HIGHMOUNT SPA RESORT
 SHEET: D-10
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 PROJECT: HIGHMOUNT SPA RESORT

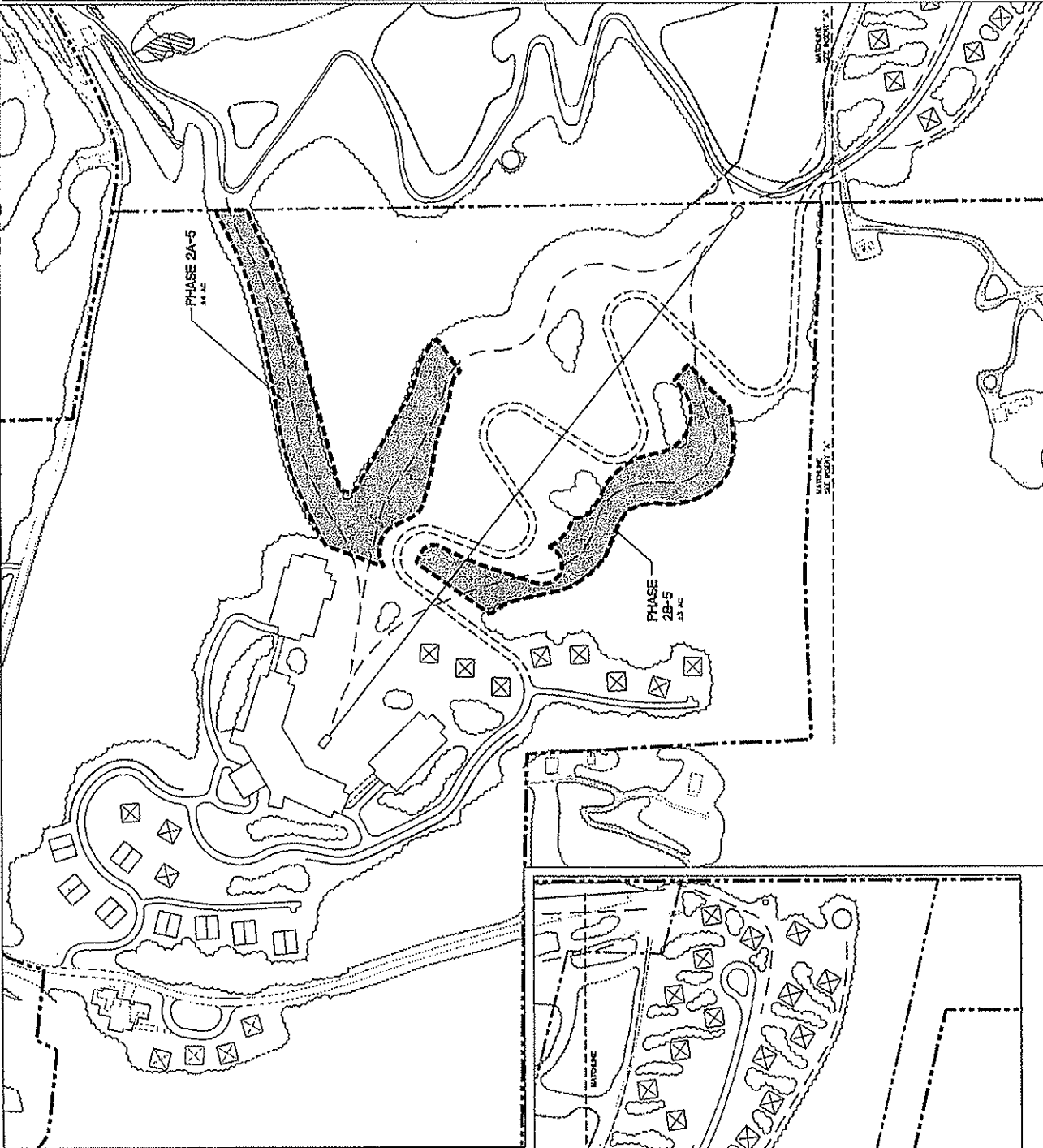
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CONSTRUCTION PHASING PLAN
 Agreement to Principle

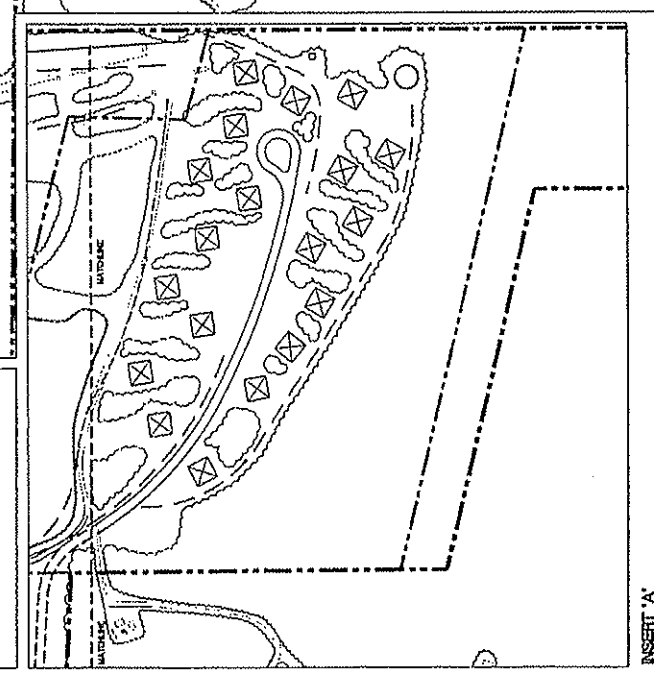
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 Agreement to Principle
 CONSTRUCTION PHASING PLAN
 HIGHMOUNT SPA RESORT

D-10



NOTE:
 1.) PHASE 3 THROUGH FUTURE PHASES AS WILL INCORPORATE THE CONSTRUCTION OF INDIVIDUAL UTILITIES AND SERVICES.
 2.) EACH PHASE IS INTENDED TO BE DIVIDED INTO STAGES THAT ARE UNDER 5 ACRES IN SIZE. THE PURPOSE OF THIS DIVISION IS TO PREVENT LARGE AREAS OF LAND FROM BEING OPENED WITHOUT BEING STABILIZED.



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EXHIBIT E

EXHIBIT E

ORGANIC GOLF COURSE MANAGEMENT PLAN, TECHNICAL REVIEW COMMITTEE, APPROVED AND PROHIBITED SUBSTANCES LIST

A. **Organic Golf Course Management Plan.** An Organic Management Plan for the Wildacres golf course will be prepared and included in the SDEIS. Any Party may provide Crossroads with information on organic golf course management practices that they recommend for inclusion in the SDEIS Organic Management Plan. The Parties will work cooperatively to provide this information in a timely manner, and in no event later than sixty (60) days after execution of this Agreement. The parties to this Agreement recognize that prevention is essential to organic turf disease management. To that end, the Plan will seek to advance such turf disease prevention strategies as minimizing the turf area that must be managed; planting disease-resistant species and/or cultivars; avoiding over-fertilization and over-irrigation; implementing a comprehensive cultural management regime focused on those practices that promote an environment not conducive to pest proliferation, including practices that enhance the edaphic environment as well as those other factors contributing to turfgrass plant health and ability to resist pest pressure. At a minimum, the Plan will cover the following topics: general turf fertility and health management; biological controls; mechanical controls; pest thresholds; individual management and treatment strategies for anticipated insect, disease and weed pest ; watershed contamination prevention best management practices, wildlife and habitat considerations, golfer outreach and education, worker training and record-keeping and monitoring.

B. After issuance of all permits necessary for construction of the modified project, the Organic Golf Course Management Plan will be submitted to the Technical Review Committee described below, prior to the construction of the golf course and updated on an annual basis thereafter, and more frequently if necessary consistent with paragraph D(3). The Plan will contain, among other things, the protocol for the golf course operation that will establish and preserve a high quality playing surface while adhering to the organic management principles set forth in this Agreement.

C. Organic Golf Course Technical Review Committee.

1. Establishment of Committee:

After issuance of all permits necessary for the construction of the modified project, an Organic Golf Course Technical Review Committee will be created by the NYSDEC. The Committee shall be composed of five (5) members, including: a representative of the NYSDEC, who shall chair the Committee; a representative of the NYCDEP and the superintendent of the Wildacres Golf Course or a Crossroads' designee until the superintendent is hired. In addition, Crossroads and the NGO signatories to the Agreement through NRDC will each identify an expert in turf management and/or organic turf management, to serve on the Committee.

2. Authority of the Committee. The Committee will:

a. Review the Organic Management Plan prepared by the operator on an annual basis (and any modifications to the Plan as may be sought by the operator) for the

purpose of insuring the consistency of the Plan (and any such modifications) with the goals and objectives of this Agreement;

b. Review implementation of the Organic Management Plan at least annually in conjunction with a yearly audit of Plan implementation;

c. Review pest and input sampling methodologies utilized, monitoring reports prepared and data regarding type and quantity of inputs applied. For any inputs approved by the Committee, data that the Committee will review will also include type and quantity of input as well as surface water and shallow groundwater quality output data collected in accordance with the NYSDEC SPDES permit requirements; the Committee will also review such other monitoring data (and their sampling methodologies) regarding golf course inputs and outputs as may be required by the SPDES permit.

d. Conduct on-site golf course inspections at reasonable times;

e. Approve or disapprove: (i) the Organic Management Plan and proposed modifications to such Plan; (ii) requests for Special Use Exceptions pursuant to subsection D. below; (iii) additions or deletions to the lists of approved and disapproved products, pursuant to subsection D(1) and (2) below; such discretionary authority will be exercised by the Chairperson on the advice and recommendation of the Committee;

f. Make recommendations to the operator that may, in the judgment of the Committee, assist in achieving the objectives and principles of this Agreement relating to organic golf course operation;

g. Certify, on an annual basis, at its discretion, that the Wildacres Golf Course operation is following an organic protocol. Such certification shall be issued only where the Committee has: (i) approved an Organic Management Plan submitted annually by the operator; (ii) certified, through an annual audit, that the operator has implemented the Organic Management Plan.

h. Establish its own procedural rules, consistent with paragraph 19 of this Agreement and this Exhibit.

D. List of Approved and Prohibited Products --

(1) Approved Products:

a. The following list of products may be used at Wildacres golf course consistent with an approved Organic Management Plan.

1. Beneficial insects
2. Beneficial nematodes
3. Bt (*Bacillus thuringiensis*)
4. Compost
5. Corn gluten
6. Fish Emulsion
7. Garlic oil/juice
8. Horticultural oils (preferably vegetable-based instead of petrochemical based)
9. Kelp/seaweed extracts
10. Lemon & vinegar formulations
11. Lime
12. Beneficial Microbes and Microbial Derivatives
13. Milky spore

14. Neem
15. 100% Organic fertilizers
16. Pheromone lures
17. Pyrethrin/pyrethrum
18. Rock dust minerals
19. Biopesticides

b. In addition to the approved products listed above, the operator may also use products on the National List of approved substances established under the Organic Foods Product Act of 1990, and products approved as organic by duly accredited certifying organizations such as the Northeast Organic Farming Association (NOFA) and the Organic Materials Review Institute (OMRI), or products or substances defined as "organic" by any future U.S. or New York State organic golf course regulatory program. Finally, the Organic Golf Course Technical Review Committee may include or exclude any product from the approved products list when such decision is supported by scientific peer-reviewed data and the site-specific needs of the operation.

(2) Prohibited Products:

The following list of products may not be used at the Wildacres Golf Course unless specifically approved under the special use exemptions set forth in the following paragraph (3) below.

1. All synthetic, chemical pesticides (unless otherwise included on the Approved Products list)
2. Arsenic
3. Biosolids derived from sewage sludge or industrial waste (i.e. *Milogranite*)
4. Genetically modified products, ingredients, or seeds (Endophytically enhanced seed and improved grass seed cultivars produced through conventional breeding programs are not GM and therefore are permitted.)
5. Piperonyl butoxide and other synthetic ingredients
6. Pyrethroids
7. Tobacco
8. Pesticides dispensed by automatic misting systems

(3) Special Use Exemption:

a. As set forth below, the operator may seek a Special Use Exemption allowing the application of synthetic agents to prevent or treat disease or pest outbreaks at the Wildacres Golf Course. Consistent with the limitations set forth in this paragraph, the use of synthetic agents as a Special Use Exemption to prevent or treat disease or pest outbreaks may be sought by the operator in the annual Organic Golf Management Plan. NYCDEC, after review by the Organic Golf Course Technical Review Committee, shall approve such use of synthetic agents only when such use is determined to be absolutely necessary to maintain a high quality condition of the course and where organic treatment is determined to be ineffective or unavailable. Such Special Use Exemption shall cover the smallest area practicable and/or be utilized for the shortest time period necessary to

address the problem. A Special Use Exemption may also be sought during the course of the year, after adoption of the annual Organic Golf Management Plan. When a Special Use Exemption has been sought by the operator during the course of the year on a non-emergency basis, the failure of NYSDEC and the Organic Golf Course Technical Review Committee to respond within seven days of notice via e-mail and telephone to all five members shall be deemed a granting of the operator's request. Under the circumstances defined below, the operator may make an "emergency request" for a Special Use Exemption. An emergency request, for the purposes of this agreement, is defined as a request that within the judgment of the operator must be acted upon immediately so as to ensure the protection of high quality playable golf course turfs. The NYSDEC and the organic Golf Course Technical Review Committee shall respond to an "emergency request" within forty-eight (48) hours of notice to all five members via e-mail and telephone. When a Special Use Exemption has been sought by the operator as an "emergency request," the failure of the NYSDEC and the Committee to respond within forty-eight (48) hours shall be deemed a granting of the operator's request. In seeking any Special Use Exemption, the operator shall provide sufficient information (including photos, if appropriate) setting forth the rationale for the request. Whenever such an exemption is granted by NYSDEC during the course of the year, the exemption shall be included as an approved revision to the annual Organic Golf Course Management Plan.

b. In the event that the operator uses any synthetic agent after complying with the procedures of this paragraph, such operator is prohibited from claiming in radio, television, internet or print advertising, or otherwise representing to the public either orally or in writing, that it operates an organic golf course. Such prohibition shall remain in effect from the date of application of the synthetic agent until the date the Committee certifies that the operator has for three consecutive years continually implemented an organic management protocol as set forth in this agreement without a Special Use Exemption. The prohibition described in this paragraph shall not be interpreted so as to require the operator to destroy any previously printed materials or to cancel any advertisements for which the operator has previously entered into a binding contract. Approval of a Special Use Exemption does not relieve the operator from complying with all other requirements of paragraph 19 and this Exhibit.

EXHIBIT F

EXHIBIT F (August 24, 2007)
BELLEAYRE RESORT AT CATSKILL PARK
WILDACRES AND HIGHMOUNT
STORMWATER QUANTITY AND QUALITY PROTOCOLS

The following provides the proposed methodologies to be employed and assumptions that will be used for advancing stormwater management design¹ for Wildacres resort and the alternative development plan for the lands that were formerly Highmount Estates.

A. Model Used

The Stormwater Model that will be used is the; HydroCAD Stormwater Modeling System, Version 7.1 or higher, by Applied Microcomputer Systems. The SCS TR-20 method will be utilized.

B. Storms Analyzed

The intensity of rainfall varies considerably during a storm as well as over geographic regions. To represent various regions of the United States, SCS developed four rainfall distributions (I, IA, II, and III) from available National Weather Service duration-frequency data. Type II is the type of storm that SCS has mapped for the Crossroads assemblage. Type II represents the most intense, short duration rainfall of the four different distributions.

The storms analyzed are those specified in the August 2003 New York State Stormwater Management Design Manual (the Manual). Those storms are:

1. The Water Quality volume, the 90% rainfall event totaling 1.3 inches as per Figure 4.1 of the Manual.
2. The Channel Protection Volume, 1-Year, Type II Design Storm having a 24-hour rainfall total of 3.5 inches as per Figure 4.4 of the Manual.
3. The Overbank Flood Control Volume, 10-Year, Type II Design Storm having a 24-hour rainfall total of 6.0 inches, as per Figure 4.5 of the Manual.
4. The Extreme Storm, 100-Year, Type II Design Storm having a 24-hour rainfall total of 8.0 inches as per Figure 4.6 of the Manual.

¹ This document, and all future stormwater design for the proposed project, will meet or exceed NYSDEC SPDES General Permit 02-01 requirements, the NYSDEC Design Guidelines, and the New York Standards and Specifications for Erosion and Sediment Control. As a result, general comments contained in Charles D. Silver's documents "Technical Comments on the Camarda Park Proposal to the Town of Carmel, NY" dated July 1, 2005 and SEQRA Comments of the New York City Watershed Inspector General to the Town of Patterson Planning Board" dated September 25, 2006 will be met.

5. The 25-Year Design Storm having a 24-hour rainfall total of 6.5 inches. The inclusion of this storm is a local and DEP requirement and will be required as the project moves through the respective reviews.

C. Identification of Design Points

A revised pre-development model will be created for use in predicting stormwater runoff at the proposed Design Points. Revised Design Points have been identified at points of interest where flows can be easily determined, locations that are down gradient of proposed development, and as close as possible to the areas of proposed development. Revised Design Points were identified during fall of 2006 field investigations and inspected again in the spring of 2007.

Design Point	Structure Type	Location
1	Drop inlet with 24" Smooth Steel Pipe	± 380' upgradient from mountain stream in village
2	Drop inlet with 24" Smooth Steel Pipe	± 720' upgradient (east) from Design Point 1
3	Drop inlet with 24" Smooth Steel Pipe	± 1920' upgradient (east) from Design Point 2
4	Drop inlet with 24" Smooth Steel Pipe	± 1040' upgradient (east) from Design Point 3
5	Drop inlet with 24" Smooth Steel Pipe	± 1100' upgradient (southeast) from Design Point 4
6	Drop inlet with 24" Smooth Steel Pipe	± 420' upgradient (southeast) from Design Point 5
7	4' x 3' Stone Culvert	± 70' downgradient (north) from Gunnison Road
8	(2) 18" Smooth Steel Pipes	± 190' downgradient (north) from Gunnison Road
9	2' x 3' Stone Culvert	± 890' downgradient (north) from Gunnison Road
10	5' x 8' Stone Culvert	± 1405' downgradient (north) of Gunnison Road
11	2' x 3' Stone Culvert	± 2105' downgradient (north) of Gunnison Road
12	CB w/ 24" CMP	At Intersection of Van Loan Road & Rte. 49A
13	12" Smooth Steel Pipe	Along Rte. 49A (below Highmount)
14	12" Smooth Steel Pipe	Along Rte. 49A (below Highmount)
15	12" Smooth Steel Pipe	Along Rte. 49A (below Highmount)

D. Pre-Development Subcatchment Mapping

Once the Design Points are chosen, individual subcatchments are derived from field observation and mapped data. The individual subcatchments include;

1. Areas of cover type taken from air photos and field observation, and vegetation community type mapping derived from field observation.
2. Soils types compiled from on-site high intensity soils mapping.
3. Time of concentration flow paths based on existing conditions and mapping. These will begin with a sheet flow segment, transitioning to shallow concentrated flow and channel flow where these conditions exist. Channel conditions were determined by field observation, and the position and orientation of channels was established using GPS data.

E. Proposed Flow Paths

The flow paths within each subcatchment have been field verified to include existing culvert sizes and pitches, the geometry, cover type and slope of existing swales or ditches and the condition of cover types for sheet flow and shallow concentrated flow components. Reach segments will be included to link individual subcatchments together to create a path to the individual design points. Reaches will be described in a similar fashion as the time of concentration segments. A separate reach will be described for every significant change in cover type, slope or geometry.

These factors will combine to create a pre-development HydroCAD Model that will accurately predict the existing hydrology.

F. Proposed Methodology

The proposed stormwater management plan for the sites will be developed in accordance with the guidelines established in the Manual and the Rules and Regulations for the Protection from Contamination, Degradation, and Pollution of the New York City Water Supply and its sources, 10 NYCRR §128-3.9. The primary design goal is to meet the water quality objectives as discussed in the Manual. In order to achieve the primary goal of meeting water quality objectives, while at the same time mitigating potential impacts associated with increased stormwater runoff, the design of the stormwater management system will follow the guidelines presented in the Manual and 10 NYCRR §128-3.9.

The proposed ponds will be located in close proximity to the golf course and other proposed facilities and in locations that provide the best opportunity for treatment and flow attenuation. Subcatchments will be created around areas that contribute to the individual basins or proposed points such as catch basins or culverts. The subcatchments will be linked by reaches, which will be modeled, including pipes, culverts, swales and any facilities that will transmit runoff. The proposed flows associated with the five design storms will be treated and attenuated at or below the pre-development rates at each design point.

G. Construction phasing

This project is being administered under an individual industrial permit for construction stormwater discharges. The permit will be issued following a detailed evaluation by NYSDEC. Specific discharge points will be identified for water quality monitoring. An annual report will be prepared to report on any necessary maintenance or repairs.

The individual stormwater permit process incorporates a control program for both construction and operational phases of the project. During construction, temporary basins will be sized for the 10-year event and clean water will be diverted or protected during construction. A rigorous phasing and subphasing program is being implemented that incorporates rapid revegetation. Enhanced stormwater controls, including reinforced silt fence, extensive use of rolled erosion control products, temporary tarps to cover soil, wood cellulose bonded fiber matrix products (Eco Aegis, Eco Fibre, Soil Guard), along with an independent work force to repair temporary

stormwater facilities will be implemented. These types of construction phase measures are conceptually presented in materials prepared by Charles Silver (see Footnote 1 on page 1).

The stormwater modeling is making use of extensive site-specific soils data and regional information on runoff quality and quantity.

The following goals will be met by the construction phasing and erosion control/sediment control program:

1. Land disturbance will be divided into small compartments that can be rapidly constructed and stabilized.
2. Where possible, water flowing from areas up-slope of construction will be diverted away or around exposed construction areas to limit erosion and pollutant loading into relatively clean water.
3. Construction will be sequenced to maximize immediate permanent stabilization and utilize effective temporary stabilization where and when necessary.
4. The extent of areas of unstabilized soils are reflected in the phasing plans attached as an exhibit to the Agreement in Principle. Unstabilized areas will always be protected with enhanced erosion control measures in place. Construction phasing will attempt to disturb only 15 to 18 acres per phase.
5. The erosion control program will dictate the construction sequencing.

The construction phasing and erosion control plans will protect local surface water resources and the New York City drinking water supply, while at the same time allowing for the construction of the project to occur in a logical and controlled manner in a timeframe that does not make the construction of the project economically unfeasible.

The golf course at Wildacres is proposed to be built in a two-year period. A substantial amount of sod is proposed to be used. If enough sod is available and the timing is correct, 9 holes are proposed to be opened in the second year of development.

Central to the understanding of the overall process is the hierarchy of project phases, subphases or stages, and subcatchments.

- a. Phases – Phases represent various components of the Wild Acres project.
- b. Subphases or Stages – All subphases will have balanced cuts and fills. Some subphases will include the “transition areas” that tie together some contiguous golf holes (i.e., tee/green complexes, tee complexes, green complexes). It is important that these areas be graded at the same time in order to accurately create the golf course the way it was designed by the golf course architect.

- c. Subcatchments – Each subphase includes subcatchments (which relate to the HydroCAD model). The subcatchments form the basis for designing the permanent and temporary, construction phase retention basins.

The phasing below describes a sequence for typical golf course construction. Simultaneously, work will continue at the hotel site.

Temporary sediment basins and other sediment controls will be installed in accordance with the construction details, stabilized and functional prior to mass earthwork.

d. General Construction Phases

- (1) Construction stakeout and golf course centerline stakeout for entire phase.
- (2) Centerline clearing for Subphase 1.
- (3) Construction access and perimeter control for Subphase 1.
- (4) Temporary basins rough grade and stabilized in Subphase 1.
- (5) Tree harvest without grubbing in Subphase 1.
- (6) Stump grub, fine grade stormwater basins and stormwater swales, stabilizing swales with rock or geotextile in Subphase 1.
- (7) Rough and final grade Subphase 1.
- (8) Install permanent irrigation lines in Subphase 1.
- (9) 9A. Stabilize Subphase 1 with temporary measures as specified, and
- (10) 9B. Perform Steps 2, 3 and 4 in the Subphase 2.
- (11) Upon completion of temporary stabilization of Subphase 1, repeat Steps 5-8 in Subphase 2.
- (12) After permanent irrigation lines are installed in Subphase 2 immediately topsoil, install irrigation heads and install permanent stabilization (sod/seed) in Subphase 2.
- (13) Continue topsoiling and permanently stabilize into Subphase 1 which was previously temporarily stabilized.
- (14) Perform Steps 2 and 3 in the Subphase 3.
- (15) When a portion of Subphase 1 requires topsoiling and final stabilization, clear, but don't grub, a portion of Subphase 3.
- (16) After Subphase 1 is completely permanently stabilized, construct Subphase 3 through temporary stabilization (Steps 4 through 9A).
- (17) Continue construction through Subphases 4 then 5 and 6 using the same sequence described above for Subphases 1, 2 and 3.
- (18) Upon establishment of permanent cover, remove temporary drainage swales and basins. Convert appropriate temporary basins to be utilized during operations to their permanent condition (by Subphase).
- (19) Stabilize all remaining disturbed areas (by Subphase).
- (20) Remove perimeter erosion control after vegetation stabilization is established (by Subphase).

Whenever disturbed soil in an area in excess of 5 acres is to be left open for more than 7 days, temporary surface stabilization measures, including rapid mulching will be applied. In areas of disturbed soil less than 5 acres in size, the 14-day requirement would apply. If irrigation water is not yet available near the completion of any subphase, apply temporary stabilization measures such as high tack wood fiber bonded matrix (tackifier) and move to next Subphase. Minimal areas will be disturbed, and by phasing the project in this manner, the construction sequence can limit exposed soils yet progress in a logical fashion.

It is anticipated that construction work will occur six days a week and many activities will occur 10-12 hours daily especially during June and July in order to accomplish this segmented construction process within the construction season.

H. Sediment and Erosion Control Protocol

Central to the construction phasing and erosion control plan are a number of factors designed to mitigate potential impacts commonly associated with construction projects that involve large amounts of earthwork activities. These include:

1. Perimeter erosion control will be installed at the current work area prior to site disturbance.
2. All of the relatively small compartments of construction and soil disturbance will have temporary sediment basins designed to capture and hold all runoff from a storm with the volume and intensity that can be expected to occur from a 10-year, 24-hour, type II storm.
3. The runoff water captured in the temporary stormwater basins will be treated with Chitosan® flocculent to reduce stormwater turbidity prior to dewatering the stormwater basins when deemed necessary by the Erosion Control Superintendent. The Erosion Control Superintendent will notify the Independent Stormwater Monitor (Independent Monitor) that Chitosan® is being used. Use of Chitosan® will conform to the following requirements:

Water Treatment Chemical (WTC) Authorization (Draft SPDES Permit NY 027 0661)

The permittee is authorized to use Storm Klear Liqui-Floc (chitosan acetate) during construction periods only, for the treatment of stormwater which accumulates in any stormwater management pond, provided the following conditions are met.

Dosage – Runoff water collected in ponds shall be treated with chitosan based on the turbidity level and quantity of water being treated, at doses which result in a maximum concentration for the appropriate turbidity range, as follows:

<u>Pond Turbidity</u>	<u>Maximum Pond Concentration (mg/l)</u>
100-400	1.0
400-1400	1.1
1400-2400	1.2
2400-3400	1.3
3400-4400	1.4
4400-5000	1.5

Discharge – Stormwater treated with Storm Klear Liqui-Floc shall be discharged in accordance with the following requirements:

- No treated stormwater may be directly discharged to any surface water under any conditions.
- No treated stormwater may be discharged which exceeds a 50 NTU turbidity value, in any manner.
- Whenever possible, treated stormwater must be transferred from a stormwater management pond to an Irrigation Pond for future irrigation purposes.
- Stormwater which cannot be transferred to an Irrigation Pond, due to insufficient capacity or for any other reason, must be discharged to the ground (overland flow) at a location which is at least 300 feet from the nearest surface water, including intermittent streams, in an area which is fully vegetated at the disposal location and over the entire pathway to the surface water.
- Discharge of the treated stormwater to land must be performed in a manner which results in even and controlled distribution of the stormwater, and which will not result in scouring, channelization, or erosive velocities.

No other WTC may be used by the permittee without prior authorization, on a case-by-case basis, by the Department.

4. Temporary stabilization will be widely implemented during the construction process so that the amount of active construction and unstabilized soil never aggregates more than that presented in the construction phasing plans attached as an exhibit to the Agreement in Principle.
5. Erosion control measures and practices will be kept in place until the areas that they serve are permanently stabilized.

The following provides a description of how these plans will be implemented.

- a. There will be a dedicated erosion control team of 4 to 6 people plus supervisory personnel (Erosion Control Superintendent), whose primary role will be repairing, maintaining and upgrading erosion control devices such as silt fence, construction fence and wattles. These crews will be equipped with all the necessary equipment and supplies necessary to effectively maintain the erosion control devices. The site work contractor will install all

erosion controls and will also be responsible for maintaining the temporary sediment basins under the direction of the Erosion Control Superintendent.

- b. These crews will be directed by the Erosion Control Superintendent who will be a Certified Professional in Erosion and Sediment Control. The Independent Monitor will have the stop-work authority set forth in the Agreement in Principle.
- c. The Erosion Control Superintendent and the crew under their direction will not be employed by the site work contractor, but will be under independent contract to the developer and report directly to the developer's on-site representative.
- d. The site work contractor, as directed by the Erosion Control Superintendent will be responsible for constructing and structurally maintaining the construction phase sediment retention basins that will be constructed site-wide.
- e. The Erosion Control Superintendent will be the single point of contact for all issues related to on-site erosion and sediment control. This individual will be responsible for implementation of the construction pollution prevention plan, monitoring of the local watercourses during the construction process, and oversight on the progress of the construction project.

Given the complexity of the plan to construct the site it will be necessary to have a comprehensive process to share information on the construction process. A constant update of the construction process will be necessary. The contractors will have to closely monitor daily progress as it relates to all the construction tasks from site clearing to final grading. A common set of electronic plans will have to be maintained at a central location that is updated on a frequent basis in order to maintain accurate and up-to-date stormwater control reports.

Along with the administrative staff it can be anticipated that a significant amount of personnel time will have to be expended to carry out the monitoring requirements on the watercourses and of the stormwater control facilities including the retention basins along with the perimeter controls. Status reports on erosion control facilities as well as the water quality monitoring data will have to be compiled at a central location.

- f. All contractors and subcontractors are required to sign the SWPPP and adhere to its protocol. This ensures deliberate implementation of stormwater controls as the SWPPP is a contractual agreement.

Overall project phasing designed to control erosion by limiting the amount of construction at any given time.

The following are measures proposed to mitigate potential erosion.

- (1.) Construction will be phased over a multi-year time period so as to reduce the amount of disturbed soil at any given time. Work on subsequent Phases will not begin until the area in the previous Phase is stabilized. Likewise, work on a subsequent subphase or stage will not begin until the area in the previous stage is nearly all stabilized (last 5 acres being stabilized).
- (2.) Temporary sediment basins will be located throughout the proposed development. These basins will be sized to capture and hold the runoff from a 10-year storm of 6 inches in 24 hours falling on bare soil.
- (3.) Fairway drains will be installed during construction, and during construction these drains will consist of a perforated standpipe surrounded by a gravel/rock jacket all surrounded by perimeter silt fence. These fairway drains will be piped to temporary sediment basins that will be converted to operational phase basins. During final stabilization the silt fence and stone/gravel jacket will be removed, the standpipe cut flush with finished grade and a grate placed over the inlet to the drain pipe.
- (4.) Any areas of disturbed soils or soil stockpiles that will not be worked on for a period of fourteen (14) consecutive days will be temporarily stabilized by hydroseeding with ryegrass and mulch. Preferred mulch materials are Eco Aegis® and Soil Guard®.
- (5.) Sod will be used in many areas to provide more rapid stabilization. Approximately 50 acres of sod will be used for golf course construction.
- (6.) Erosion control products will be chosen based on their suitability for the different slopes. Temporary stabilization will be widely utilized during the construction process to limit exposed soils in accordance with the phasing plan.
- (7.) The permanent irrigation system will be used where and when necessary to supplement precipitation and promote rapid germination and rooting of seeded and sodded areas. If irrigation water is not yet available, apply temporary stabilization measures as specified and move to next stage.
- (8.) NYCDEP will continue to monitor surface water on and around the Crossroads assemblage during and after construction. Any decreases in water quality that can be attributed to the proposed project will result in changes in construction or operations of the project in order to immediately restore local water quality.
- (9.) All erosion control measures will be maintained in good working order; if repair is necessary, it will be initiated within 24 hours of report.
- (10.) Built up sediment will be removed from silt fence when it has reached one-third the height of the fence.

- (11.) Silt fence will be inspected for depth of sediment, tears, to see if the fabric is securely attached to the fence posts, and to see that the fence posts are firmly in ground.
- (12.) All temporary sediment basins will be inspected for stability and integrity once a week or after a storm event of 0.5 inch or more. Any structural failure in sediment basins or trenches that serve them will be repaired within 24 hours after detection.
- (13.) All temporary sediment basins or trenches shall be cleaned out when one foot of sediment or half the design depth of the trap has accumulated. All spoils shall be removed to a stabilized upland area.
- (14.) Seeded and planted areas will be inspected for bare spots, washouts, and healthy growth. If necessary, spot reseeded or sodding will be implemented.
- (15.) A maintenance inspection report will be made after each inspection. Reports will be compiled and maintained on-site.

I. Pollutant loading protocol

1. Sedimentation Basins

Temporary stormwater detention basins will be constructed throughout the area of construction and will be large enough to capture and hold all of the runoff from the 10-year design storm.

Where necessary as approved by the Independent Monitor, basins will be pumped out to the irrigation ponds. Where this is not feasible due to distance and/or topography, the method to empty these basins will be to discharge the water to a spreader pipe laid out in the undisturbed wooded areas below the basins. The spreader pipe will be a four to six inch perforated coil drain pipe with a filter fabric sock around the pipe. The filter fabric sock will reduce spray from the pipe and reduce the potential for undermining the pipe or creating erosion. The sock will also allow the system to act as a soaker hose. The wooded area will polish the stormwater to assure that effluent quality will meet the ambient conditions of the local watercourses. A plan has been developed that allows for the basin dewatering to occur at rates that are the same or less than runoff rates that occur under existing conditions. Dewatering the basins at these rates will prevent erosion in the forested areas below the level spreaders from which dewatering discharges will be made.

2. Water Quality

The project is located within the watershed of one of New York City's water supply reservoirs, the Pepacton Reservoir, therefore the impacts that may result from increased nutrient loading to this Reservoir will be evaluated. Two sources are considered to cumulatively contribute to the overall nutrient export that may be expected from the project development, golf course fertilization and stormwater runoff.

The goal of the project's stormwater management program is to manage runoff water quality to minimize nutrient or contaminant export or closely match pre-development stormwater quality. This will be accomplished by locating stormwater management facilities throughout the project site and by maintaining a low density of development.

The stormwater management system will be composed of appropriate practices for water quality maintenance such as ponds, filtering practices, infiltration practices, and channels. Open channels on slopes over 15% will be rock lined to better manage the velocity of the runoff by providing rough channels.

The proposed pond designs will provide for settling while at the same time minimizing standing water to avoid thermal impacts. The ponds tend to be narrow so that the water is shaded as much as possible. Each pond will have multiple outlets to allow for dispersion of the stormwater events accumulated runoff as well as allowing for infiltration of stormwater captured in the detention ponds. It is necessary to release the stormwater in order to avoid thermal loading associated with standing water and to avoid adverse impacts to local coldwater stream life.

3. Phosphorus Loading

To estimate phosphorus loading at Wildacres a direct calculation method was created using site-specific data collected by NYCDEP. The NYCDEP has operated a stream water quality gauging station on the Big Indian site since 2001. Data sets of stream flow and water quality data have been assembled and approved for use up through 2003. In August 2004, the last evaluation of phosphorus loading was complete.

To create the direct calculation, forest runoff characteristics from Big Indian in the undeveloped condition were utilized. To estimate the runoff quality for a developed site, NYCDEP 1997 (Guidance for Phosphorus Offset Pilot Program, March 1997) was consulted to obtain runoff values for developed areas.

The direct calculation found in the attached document "Total Phosphorus Loading Calculations and Comparisons," August 24, 2004 was determined to be the method with the greatest level of consensus among commenting parties.

This direct method calculation incorporates site specific and regional data. A comparison with the NYCDEP 1997 simple method was completed (see Table B, and pages 9 of 36, 13 of 36, 21 of 36, 25 of 36, 29 of 36, Table 3 and Figure 2).

4. DEP Pollutant Analysis

Pollutant loading analyses will also be performed in accordance with 10 NYCRR §128-3.9.

J. Post Construction Stormwater Controls

In general, stormwater control consisting of a series of road side swales, cross culverts, stormwater micropool extended detention basins and bioretention will be used to capture, convey and detain stormwater runoff from the developed portions of the project site. By creating positive drainage through site grading within each of the subcatchments, the proposed stormwater control systems are capable of reducing post-development runoff rates from a 1, 10, 25 and 100-year storm.

No existing surface waterbodies will be impounded. The ponds used to store irrigation water will be isolated dug ponds and not associated with any of the streams or brooks on the project site. Water levels in the ponds can be controlled by irrigation withdrawals and the amount of replenishment provided so that there is always reserve capacity in the ponds to accept runoff from storm events without the ponds discharging to surface water resources. Sufficient freeboard will be maintained in the irrigation ponds so that they can contain the runoff from the 100-year storm from the areas that drain to them.

The stormwater system for the proposed site will utilize on-site storage with outlet devices to regulate the stormwater discharge. The system is designed to discharge from the storage basins to the existing drainageways. The proposed peak runoff for the project is designed to not exceed the pre-development peak runoff conditions for the 1, 10, 25 and 100-year design storm event.

The majority of the stormwater will be directed through proposed detention basins which will control the release rate from the basins. The detention basins will also serve to capture stormwater contaminants and treat the water quality volume.

The objectives of the stormwater management plan will be to:

- Prevent increased runoff from developed land to reduce potential flooding and flood damage.
- Minimize the erosion potential from new construction.
- Increase water recharge.
- Enhance the quality of stormwater runoff to prevent water quality degradation and preserve water quality in receiving water bodies, including City water supply reservoirs.

These objectives will be accomplished through the implementation of the following:

1. Stormwater impacts associated with clearing and grading, along with the development of golf holes, roads and buildings will be mitigated. This will be achieved through the use of devices such as swales, roadside ditches, catch basins, pipes and micropool extended detention basins. The stormwater facilities will control the 25-year, Type II storm event while withstanding the discharge from a 100-year event.

2. The stormwater system for the proposed project will utilize on-site storage with outlet devices to regulate the stormwater discharge. The system will be designed to discharge from the storage basins to the existing drainageways. The proposed peak runoff for the project is designed to not exceed the pre-development peak runoff conditions for 1, 10, 25 and 100-year design event.
3. The stormwater management system for the project will be designed in accordance with the Manual and 10 NYCRR §128-3.9. This includes peak flow attenuation and water quality treatment through control of the water quality volume.
4. The majority of the stormwater will be directed through proposed ponds. These ponds will also serve to capture and treat water quality volume contaminants.
5. The drainage system will be designed so that it will not adversely affect downstream or adjacent properties.
6. A detailed site re-vegetation and stabilization plan will be developed that will re-establish vegetation quickly after final grade is achieved.
7. Implementation of the operational phase Stormwater Management Plan will result in no net increase in runoff volume to existing drainageways.
8. All operational phase stormwater ponds and bioretention will be maintained in accordance with Section 6.16 and 6.46 of the NYSDEC Stormwater Design Manual and the maintenance requirements included with the stormwater management design report. This includes such things as sediment removal, trash racks, and pond drains.

Materials removed as part of detention basin maintenance will be used on site. As part of golf course maintenance, the application of very thin layers of coarse topdressing to the golf course turf is typical. Much of the materials that will accumulate in the detention basins will be sand from road sanding. Therefore this material will be suitable for topdressing material on the golf course.

Two annual inspections will be conducted after completion of the project. They will take place in April and September of each year. Any necessary repairs will occur during the growing season. An annual report will be prepared to report on any maintenance or required repairs.

EXHIBIT G

Exhibit G

A. Water Supply Special Permit Conditions for Rosenthal Wells Nos. 1 and 2.

In addition to any other conditions that may be required by NYSDEC and NYSDOH, and for purposes of this Agreement in Principle only, the following special conditions will be incorporated into any water supply permit that may ultimately be issued by NYSDEC, pursuant to ECL Article 15, Title 15, for the proposed Belleaire Resort at Catskill Park:

1. Use of Rosenthal Well Nos. 1 and 2 (R1 and R2) shall be limited as follows based upon the measured flow of Birch Creek at the United State Geological Survey (USGS) gauge No. 013621955: Birch Creek at Big Indian, NY:

<u>Maximum Withdrawal Rates (gpm)</u>		<u>USGS Gauge Flow</u>	
<u>R1</u>	<u>R2</u>		
57	71	greater than 14.6 cfs	(50% Tennant flow)
28	78	8.7 to 14.6 cfs	
None	78	less than 8.7 cfs	(30% Tennant flow)

Withdrawal rates of 57 and 28 gallons per minute (gpm) for R1 shall not be resumed until flows in the creek return to 14.8 (14.6+ 0.2) and 8.8 (8.7+ 0.1) cubic feet per second (cfs) respectively for a continuous period of at least one week. When the higher R1 rates are resumed, R2 rates must also be reduced as per the above table.

2. The permittee may submit a plan for review and approval by NYSDEC and NYSDOH prior to any additional testing of Rosenthal Wells No. 1 and 2 it may decide to undertake, for such purposes as evaluating any potential impact on Birch Creek that might result from a higher withdrawal rate from Rosenthal Wells No. 1 and 2 than is provided for under the table in special condition No. 1.

3. The permittee shall make provisions to restore the quality or quantity of the Village of Fleischmanns' existing sources of supply should the approved project have any significant adverse effects on them.

4. The permittee shall assure the provision of an adequate supply of water to those residents whose public or private potable water supply wells are significantly diminished or rendered non-productive by the permittee's use of any sources of water supply approved by this permit.

B. Pump Test Protocol Applicable to All Potable Wells for Belleayre Resort at Catskill Park other than Rosenthal Wells Nos. 1 and 2.

The pump test protocols applicable to all newly developed and permitted wells, other than Rosenthal Wells Nos. 1 and 2, serving as a source of potable water to the Belleayre Resort at Catskill Park will include all applicable requirements contained in the following:

1. NYSDEC TOGS 3.2.1., Appendix 10 ("Public Water Supply Permit Program Application Processing") eff. Aug. 31, 2005.
2. NYSDOH Appendix 5-B ("Standards for Water Wells") to the NYS Sanitary Code, 10 NYCRR Parts 1 to 24, eff. Nov. 23, 2005.
3. NYSDOH Appendix 5-D ("Special Requirements for Wells Serving Public Water Systems") to the NYS Sanitary Code, 10 NYCRR Parts 1 to 24, eff. Nov. 23, 2005).
4. In addition to the above requirements, and for purposes of this Agreement in Principle only, the following additional conditions will apply:
 - a. Crossroads will conduct the 72 hour NYSDEC pump test pursuant to item No. 1 of paragraph B above.
 - b. If hydrogeologic requirements of both the NYSDEC and NYSDOH protocols identified in item Nos. 1, 2, and 3 of paragraph B above are achieved (i.e., stabilized water level during the last six hours of the test), then pumping may cease and recovery must be monitored for at least 24 hours or, if 90% recovery has not been achieved, until 90% recovery has been achieved.
 - c. In the event that the hydrogeologic requirements of the above-referenced NYSDEC protocol are achieved, but those of NYSDOH referenced in items Nos. 2 and 3 of paragraph B above are not achieved, then Crossroads will follow a modified NYSDOH stabilized drawdown test as follows.
 - (i). The test pumping rate will be lowered by some amount up to 10%, as determined by NYSDOH staff, in consultation with the technical consultant for Crossroads. The aquifer must be allowed to equilibrate for 6 hours prior to a second 6 hour period during which stabilized drawdown in the manner required by NYSDOH must be observed.
 - (ii). If at any time NYSDOH or the technical consultant for Crossroads determines that another pumping rate decrease is necessary (i.e., a maximum additional 10% lowering of the pump rate, as determined by NYSDOH staff in consultation with the technical consultant for Crossroads), the minimum 6 hour equilibration period starts anew followed by another 6 hour stabilized drawdown observation period. This process may be repeated as necessary until it is

determined that a suitable pumping rate has been established and that a 6 hour stabilized drawdown observation period has been achieved.

EXHIBIT H

EXHIBIT H

NYCDEP expects to enter into separate agreements with Crossroads and with NYSDEC to accept the wastewater generated by the project at its Pine Hill Wastewater Treatment Plant (WWTP) and the Bellearye Mountain Ski Center. Set forth below are: (A) the expected terms of such agreements; (B) conditions that must be resolved prior to the NYCDEP's entering into the agreements; and (C) a draft letter associated with one of the conditions set forth in Section (B).

A. ANTICIPATED TERMS FOR AGREEMENTS UNDER WHICH NYCDEP WILL ACCEPT WASTEWATER AT THE WWTP.

Terms for Agreement with Crossroads

- 1) Limitations on Connections to the WWTP
 - a) The right to connect to the sewer line is limited to the structures designated in the drawings depicting the layout for the modified project plan/lower impact alternative proposal, Exhibits A and C, as they may be adjusted and designed in accordance with this Agreement in Principle.
 - b) The flow from the Crossroads Project is limited to a monthly average daily flow 195,000 gpd.
- 2) Financial Arrangements
 - a) Sewerage Fees:
 - i) The annual sewerage fee for the Crossroads Ventures Project will be the actual average daily flow rates from the Project, calculated on an annual average basis, multiplied by \$1.43 per gallon per day (the "per gallon day rate").
 - ii) Crossroads' payment for sewerage fees for the period beginning when the Crossroads collection system is connected to the Pine Hill collection system and declared functional and ending on the following December 31 ("Initial Payment Period") will be pro-rated, calculated by multiplying (a) the total actual flow during the Initial Payment Period divided by the number of days in the Initial Payment Period, multiplied by (b) \$1.43 per gallon per day multiplied by the number of days in the Initial Payment Period and divided by 365.
 - iii) Payment will be due no later than January 31 of each year after the commencement of the Initial Payment Period, and must be accompanied by documentation of the actual flows during the the Initial Payment Period or previous calendar year, as the case may be, and the calculations used to

determine the amount of payment.

- iv) The per gallon per day rate beginning with the fourth year after connection shall be adjusted annually to reflect the rate of inflation or deflation, based on a rolling three-year average of the previous three years' Consumer Price Index or its successor.
- b) Capital Costs: Crossroads is solely responsible for the entire capital cost of designing, constructing and installing the pump station(s), pipeline and other facilities needed to make the connection from Crossroads to the WWTP, including without limitation the costs of any easements across third party property, the costs of excavation, and the costs of restoring or repairing any public roads or rights of way. If any Pine Hill collection system existing infrastructure is used and as a result needs to be modified or expanded, Crossroads Ventures will be responsible for the costs thereof.
- c) Ownership/O&M: With the exception of the equalization tank discussed below, the pump station(s), pipeline and other facilities associated with the connection will be the property of Crossroads (and its successors) and Crossroads (and its successors) will be responsible for all costs of operation, maintenance, and future repair or replacement as necessary of those facilities, and compliance with any applicable permits.
- d) Flow Equalization and Inflow/Infiltration:
 - i) Crossroads will bear the costs of engineering and construction of an equalization tank, the purpose of which is to ensure that the Crossroads project will not exacerbate flows to the Pine Hill WWTP during wet weather periods when the existing Pine Hill collection system is subject to excessive I&I. As such, the equalization tank will be designed to accommodate two days Crossroads Project permitted flow (195,000 gpd x 2 days = 390,000 gallons) plus potential infiltration into the Crossroads collection system and the sewer line from Crossroads to the WWTP equating to 100 gallons per inch of pipe diameter per mile per day (9 L/mm of pipe diameter kmd per Ten States Standards Section 33.94).
 - ii) Crossroads' obligation is for the design and construction of an equalization basin, designed in accordance with Ten States Standards Chapter 65 (Flow Equalization), at the WWTP site (with the understanding that, if such design is used solely for determining the amount of a financial contribution from Crossroads, the design need not accommodate any site-specific conditions or limitations at the WWTP site that would increase the cost of the tank). Such a tank would be the property of NYCDEP, which would operate and maintain it.
 - iii) In the event the City elects to build an equalization tank to equalize flows from the Crossroads Project as well as from the existing Pine Hill collection

system at the Pine Hill WWTP, Crossroads may satisfy this condition by paying the City an amount equal to the cost for Crossroads to design and construct the equalization tank described herein. Crossroads will prepare engineering plans in sufficient detail for a conceptual regulatory review and to generate an engineering and construction cost estimate and that estimate will be used to determine the cost of this obligation.

- 3) Operation and Maintenance: NYCDEP shall have the right, upon reasonable notice, to inspect all pipe lines, pump stations, grease traps, and other appurtenances to the sewer connections to the Crossroads Project.
- 4) Agreement Is Not Precedent: The agreement between NYCDEP and Crossroads is not intended, nor can it be relied upon, to create any rights enforceable by any person or entity, whether or not a party to such agreement, in any request for connection, application, adjudication, litigation or other proceeding with the NYCDEP. The agreement does not constitute a change or interpretation of any policies, guidance, or requirements of NYCDEP with regard to out-of-district connections to Pine Hill or any other NYCDEP-owned WWTP in the watershed.

Terms for Agreement with NYSDEC

- 1) Limitations on Connection to the WWTP: The flow to the WWTP from the Belleayre Mountain Ski Center, including both flows from existing structures served by the WWTP and from structures to be connected to the WWTP in the future, is limited to 60,000 gpd.
- 2) Financial Arrangements
 - a) Capital Costs: NYSDEC is solely responsible for the entire capital cost of designing, constructing and installing the pump station(s), pipeline and other facilities needed to make any new connections from the Belleayre Mountain Ski Center to the WWTP, including without limitation the costs of improving or expanding existing sewer lines to accommodate the additional flow, the costs of any easements across third party property, the costs of excavation, and the costs of restoring or repairing any public roads or rights of way.
 - b) Ownership/O&M: With the exception of the equalization tank discussed below, the pump station(s), pipeline and other facilities associated with the connection to the Belleayre Mountain Ski Center will be the property of NYSDEC and NYSDEC will be responsible for all costs of operation, maintenance, and future repair or replacement as necessary of those facilities, and compliance with any applicable permits.
 - c) Flow Equalization and Inflow/Infiltration:

- i) NYSDEC will bear the costs of engineering and construction of an equalization tank, the purpose of which is to ensure that the wastewater flows from any expansion of the Belleayre Mountain Ski Center that may be approved and implemented ("Expansion") will not exacerbate flows to the Pine Hill WWTP during wet weather periods when the existing Pine Hill collection system is subject to excessive I&I. As such, the equalization tank will be designed to accommodate the expected peak daily flow of 180,000 gallons from the Expansion plus potential infiltration into the collection system equating to 100 gallons per inch of pipe diameter per mile per day (9 L/mm of pipe diameter km/d per Ten States Standards Section 33.94).
 - ii) NYSDEC's obligation is for the design and construction of an equalization basin, designed in accordance with Ten States Standards Chapter 65 (Flow Equalization), at the WWTP site (with the understanding that, if such design is used solely for determining the amount of a financial contribution from NYSDEC, the design need not accommodate any site-specific conditions or limitations at the WWTP site that would increase the cost of the tank). Such a tank would be the property of NYCDEP, which would operate and maintain it.
 - iii) In the event the City elects to build an equalization tank to equalize flows from the Expansion as well as from the existing Pine Hill collection system at the Pine Hill WWTP, NYSDEC may satisfy this condition by paying the City an amount equal to the cost for NYSDEC to design and construct the equalization tank described herein. NYSDEC will prepare engineering plans in sufficient detail for a conceptual regulatory review and to generate an engineering and construction cost estimate and that estimate will be used to determine the cost of this obligation.
- 3) Operation and Maintenance: NYCDEP shall have the right, upon reasonable notice, to inspect all pipe lines, pump stations, grease traps, and other appurtenances to the sewer connections to the the Belleayre Mountain Ski Center.
 - 4) Agreement Is Not Precedent: The agreement between NYCDEP and NYSDEC is not intended, nor can it be relied upon, to create any rights enforceable by any person or entity, whether or not a party to such agreement, in any request for connection, application, adjudication, litigation or other proceeding with the NYCDEP. The agreement does not constitute a change or interpretation of any policies, guidance, or requirements of NYCDEP with regard to out-of-district connections to Pine Hill or any other NYCDEP-owned WWTP in the watershed.

**B. CONDITIONS THAT MUST BE MET BEFORE NYCDEP
WILL ENTER INTO THE AGREEMENTS DESCRIBED ABOVE.**

- 1) Sewer Use Regulations: The Crossroads sewerage systems will be privately constructed, owned and operated. As such, a Transportation Corporation will be formed for the purpose of ownership of sewerage infrastructure and related assets and

the Transportation Corporation will be the permittee on any required SPDES permit for the collection system. Crossroads may not connect the Project to the Pine Hill WWTP unless and until the Town of Shandaken consents to incorporation of the Transportation Corporation and such consent includes Sewer Use Regulations specific to the Project at least as stringent as the DEC Model Sewer Use Ordinance and that grants authority to DEP to enforce the terms and conditions of the regulations, in the event the Town fails or refuses to enforce such provisions.

- 2) Crossroads will use best efforts to secure commitments, in substantially the form of the letter set forth below as Section (C), from the Coalition of Watershed Towns, and Delaware and Ulster Counties, that they will not seek to introduce this agreement as precedent for any other out-of-district connections to Pine Hill or any other NYC WWTP in the watershed.

C. DRAFT NO-PRECEDENT LETTER.

[date]

New York City Department of Environmental
Protection
59-17 Junction Boulevard, 19th Floor
Flushing, New York 11373
Attention:

Re: City of New York (City) / New York City Department of Environmental
Protection (DEP) / Crossroads Project / Connection to Pine Hill
Wastewater Treatment Plant

Dear Sirs:

We understand that the City, along with other interested parties, has been engaged in discussions chaired by the Office of the Governor on the future of the proposed Belleayre Resort at Catskill Park project, also known as "Crossroads" (Project). We further understand that the purpose of these discussions is to determine whether agreement can be reached on modifications to the Project which will eliminate certain objections raised during the environmental review of the Project and the NYSDEC issues conference associated with draft permits prepared for the Project.

We have been advised by the developer of Project, Crossroads Ventures LLC, that one of the items it seeks, in consideration of making certain modifications to the Project, is the granting of permission by the City for the Project to be connected to the City-owned, DEP-operated Pine Hill Wastewater Treatment Plant (Pine Hill WWTP), so that sanitary sewage from the Project would be treated and discharged at that facility.

We have been further advised by the developer that the Project property lies completely outside of the boundaries of the former Village of Pine Hill, which constitute the

boundaries of the service area set out in the August 1925 Agreement between the City and such former Village, pertaining to the construction of the Pine Hill WWTP.

This letter will confirm our agreement as follows:

1. We understand that the City views the Project property as “out of district” and therefore not entitled to connect to the Pine Hill WWTP except in the City’s discretion and with its prior consent. We further understand that the City takes a similar position with regards to its other wastewater treatment plants (WWTPs) in the New York City Watershed; namely, that property owners outside of the district or service area set out in the agreement calling for construction of the subject WWTP are not entitled to connect to such WWTP except in the City’s discretion and with its prior consent. We do not agree with the City’s position on this issue and this letter should not be construed as signifying our agreement with, or waiving any objection which we have or might assert with respect to, that position.
2. Notwithstanding Paragraph 1 above, in order to help facilitate an agreement of the parties with respect to the future of the Project, and to induce the City to consent to a connection from the Project to the Pine Hill WWTP, we agree as follows:

If the City consents to such a connection from the Project to the Pine Hill WWTP, we (i) acknowledge that such consent is given within the context of an overall settlement of certain outstanding issues pertaining to the Project and not as a concession or admission by the City that the Project has any right to such a connection; and (ii) agree that the granting of such consent shall not in any way constitute a binding precedent on the City in connection with any other property owner who seeks a connection to a City-owned WWTP. In furtherance of clause (ii) of the preceding sentence, we agree not to assert, in any claim, controversy, action or proceeding involving any other property owner who seeks to connect to a City-owned WWTP, but who is deemed to be “out of district” by the City and therefore ineligible for a connection, that the City has waived its above-stated position regarding “out of district” connections by virtue of having consented to a connection from the Project to the Pine Hill WWTP.

The undersigned represent and warrant that this letter has been duly authorized by their respective governing bodies and executed by their duly authorized representatives.

Yours truly,

EXHIBIT I