

**Final Draft Low-Effect Habitat Conservation Plan
In Support of a USFWS Incidental Take Permit**

for

***Slack Chemical Company
Grande Industrial Park, Saratoga Springs, NY***

Prepared for:

*Slack Chemical Company Inc.
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July 17, 2014
Revised December 9, 2014
Revised February 27, 2015*

*Revised April 20, 2015
Revised August 5, 2015
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I. Introduction

A. Background and Summary

Slack Chemical Company Inc. (Slack Chemical) has been in business since 1944 as a chemical warehousing, repackaging and distribution company. Slack Chemical is a successful and growing company. The current owner, Robert Sturtz purchased the company in 1986 and had eight employees. Today the company has grown to 95 employees and three facilities in Carthage, Castorland and Saratoga Springs, New York. At the Saratoga Springs facility building space has increased from 25,000 square feet to 60,000 square feet and the truck fleet has increased from 2 to 20+ trucks in this same time period.

Slack Chemical product line includes ice melters, pool chemicals, water treatment chemicals, waste treatment chemicals, caustics and acids, solvents, dairy chemicals, paper chemicals, planting chemicals, co-generation industrial chemicals, reagents, food grade chemicals as well as mixing and blending capabilities.

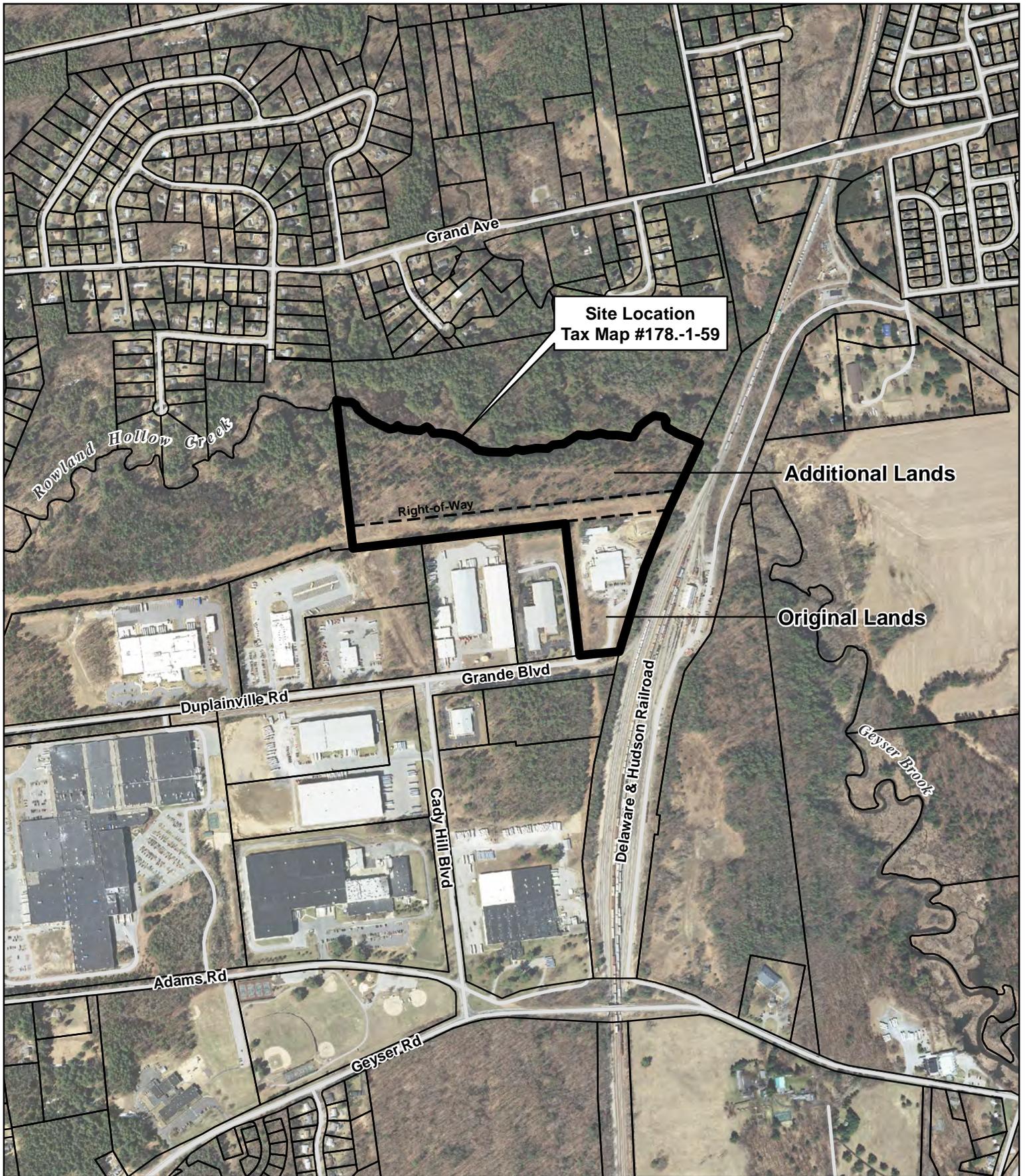
For additional information regarding Slack Chemical, please see their website: www.slackchem.com.

The subject property, owned by Slack Chemical Company, is located within the Grande Industrial Park, an extensively developed corridor in the City of Saratoga Springs, Saratoga County, New York. See **Figure 1**, “Site Location Map”¹. A rail yard borders the site to the east and there is a rail siding on the Slack Chemical property. Rail and trucks are the two delivery methods employed by Slack Chemical.

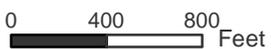
There are two parcels that make up the property. The southern portion of the property, hereafter referred to as the “*original lands*” is separated from the northern portion of the property, hereafter referred to as the “*additional lands*”, by an overhead power lines easement held by Niagara Mohawk Power Corporation doing business as National Grid (National Grid). Together, the original lands and the additional lands containing the easement are hereafter referred to as the “*project site*” (aka the *covered lands*). The existing power line easement within the project site is approximately 5.1 acres. The easement contains habitat for the Karner blue butterfly (*Lycaeides melissa samuelis*).

The original lands contain the existing Slack Chemical operations including buildings, drives, parking area and a railroad siding.

¹ The property is Saratoga County Tax Parcel No.178.00-1-49 filed in the Saratoga County Clerk’s Office as instrument no. 2011001866.



1" = 800'



**Habitat Conservation Plan for
Slack Chemical Company - Grande Industrial Park**

Grande Blvd, City of Saratoga Springs, Saratoga County, New York

Title
Site Location Map



Project 201521

Date 03/31/2015

The additional lands are predominantly wooded, except for the southern portion containing the National Grid easement.

Slack Chemical is proposing to construct a gravel access driveway crossing over the easement to connect the original lands and the additional lands. The easement area within which Slack Chemical is proposing to construct the crossing is 0.10 acres (4,380 square feet).

Slack Chemical is also proposing to perform periodic mowing (see section 4.B for schedule) of two existing Conservation Management Areas totaling 3.14 acres that provide KBB habitat on the original lands, as well as periodic mowing of approximately 1.7 acres of National Grid easement in the southern portion of the additional lands.

Slack Chemical is also proposing to seed a 0.1 acre area within the National Grid easement with wild blue lupine, as well as other nectar source plants.

Proposed Habitat Conservation Plan (HCP) covered activities, including this mowing, are described in greater detail in section 4.

B. Covered Species

The following species is referred to as the "*covered species*" for the purpose of this HCP and Incidental Take Permit (ITP) application:

Covered Species	Federal Status /State Status
Karner blue butterfly (<i>Lycaeides melissa samuelis</i>)	Endangered (State and Federal)

Karner Blue Butterfly

The following species description was obtained from the *Habitat Conservation Plan for the Karner Blue Butterfly and Frosted Elfin in Support of an USFWS Incidental Take Permit for National Grid's New York-North Utility Activities*, dated March 8, 2012 and prepared by Chazen Engineering, Land Surveying and Landscape Architecture Co., P.C.

The Karner Blue Butterfly (KBB) was listed as an endangered species in New York State in 1977, and it was listed as an endangered species under the Endangered Species Act of 1973, as amended, (ESA; 16 U.S.C. 1531 *et seq.*) in December of 1992. A plan for the recovery of the KBB was published in September of 2003 (Service, 2003).

The KBB completes two yearly broods, and subsequently, two adult flight periods. In typical years, first brood larvae hatch from overwintering eggs from mid to late April. The KBB then begins to feed on wild blue lupine plants, twigs, stems and leaves.

First flight adults emerge from late May through late June. These adult females lay eggs on and around the blue lupine plants. Second brood eggs hatch from early June to late July. The second flight adults emerge from early-July to early August. The adult females lay eggs in close proximity to the blue lupine, but since this is later in the growing season, females may resort to laying eggs on grasses and sedges near the wild blue lupine food source. These eggs will then remain through the winter until the larvae hatch in spring.

C. NYS Department of Environmental Conservation Take Permit Not Required

In a July 10, 2015 letter to Slack Chemical Company the New York State Department of Environmental Conservation (NYSDEC) issued a determination that the proposed activities would not result in a take under their regulations and stated the following. "The Department of Environmental Conservation (DEC) has determined that your proposal to construct a 40 foot wide by 109 foot long driveway across the National Grid power lines at the rear (north) of the facility on Grande Boulevard in the city of Saratoga Springs is not likely to result in the take of threatened or endangered species. This determination is based on the information submitted by the LA Group on April 20, 2015 as well as a site visit by staff from the Division of Fish, Wildlife, and Marine Resources and the Division of Environmental Permits. Though Karner blue butterflies (*Lycaeides melissa samuelis*) are known to occur near your project location, the DEC does not anticipate your proposed action to result in a take. Therefore, no permit is required at this time pursuant to the implementing regulations (6NYCRR Part 182) of the New York State Endangered Species Act (Article 11-0535)."

D. USFWS Low-Effect HCP

There is a special category for HCPs with relatively minor or negligible impacts. This "low-effect" category is defined as follows:

Low-Effect HCPs are those involving: (1) minor or negligible effects on federally listed, proposed, or candidate species and their habitats covered under the HCP; and (2) minor or negligible effects on other environmental values or resources. "Low-effect" incidental take permits are those permits that, despite their authorization of some small level of incidental take, individually and cumulatively have a minor or negligible effect on the species covered in the HCP. Low-effect HCPs may also apply to habitat-based HCPs if the permitted activities have minor or negligible effects to the species associated with the habitat-types covered in the HCP. Factors relevant to the determination that an activity is a low-effect activity include, but are not limited to, the effect of the activity on the distribution or the numbers of the species. (<http://www.fws.gov/midwest/endangered/permits/hcp/loweffecthcp.html>)

II. Purpose and Need

This HCP is needed to partially fulfill the requirements to apply for an Incidental Taking Permit (ITP) pursuant to section 10(a)(2)(B) of the ESA. An ITP is necessary in order to authorize the “taking” of listed species that is likely to occur incidentally to accessing an adjacent parcel (the additional lands) acquired by the Slack Chemical Company in 2014. “Take” is defined in section 3 of the ESA as “...to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct.”

See Section 5 of this HCP for a description of the take of the species being sought in the ITP. The activities associated with the taking are unavoidable, because there is no other suitable location for Slack Chemical Company to access the additional lands from the original lands without having to cross the National Grid easement and the associated KBB habitat.

III. Description of the Area to be Analyzed

A. The Proposed Action

The Slack Chemical Company is proposing to install a driveway crossing from the original lands and through the National Grid easement to access their expansion area for a new tractor trailer parking and future building associated with the expanding business. As stated previously, the number of Slack Chemical employees has increase more than 10-fold since 1986. Likewise, Slack Chemical’s Saratoga Springs truck fleet has increase from 2 to 20+ trucks and its amount of covered work/storage area more than doubled from 25,000 square feet to 60,000 square feet during this time frame. Slack Chemical is a growing company that needs the additional lands in order to continue to grow its business.

The easement crossing would be 40 feet wide and 109.5 feet long or 4,380 square feet which accounts for the drive lane, and mowing/snow storage aprons on both sides of the driveway.

The location of the crossing has been determined by National Grid based on their utility pole locations and a wire sag survey. Adequate clearance between National Grid’s wires and vehicles passing underneath the wires is required for public and private safety. Wire sag survey information is included in the drawings in Appendix D of this report.

Based on discussions with NYSDEC, KBB habitat is more abundant further west within the National Grid easement from utility pole 727A and the proposed crossing location (see the site survey in Appendix B).

An Assent Crossing Agreement has already been entered into by National Grid and Slack Chemical Company. A copy of this executed agreement is located in Appendix A of this report.

B. Lands Comprising the Project Site (the Covered Lands)

As stated previously, the project site, or the covered lands, consists of two parcels owned by Slack Chemical (the original lands and the additional lands). Appendix B contains a survey showing the boundaries of the overall project site.

1. Original Lands

The original lands are those lands south of the National Grid easement. See **Figure 2** that has the boundary of the original lands shown in red.

The Slack Chemical Company currently operates on this 8.38 acre parcel. The business consists of one main building and a couple of smaller storage buildings for their products. Tractor trailer parking is at the rear of the main building. Another National Grid easement is located along the west boundary line of the original lands. Two NYSDEC Management Areas for KBB habitat also exist on the original lands and these management areas are cross hatched and labeled on **Figure 2**.

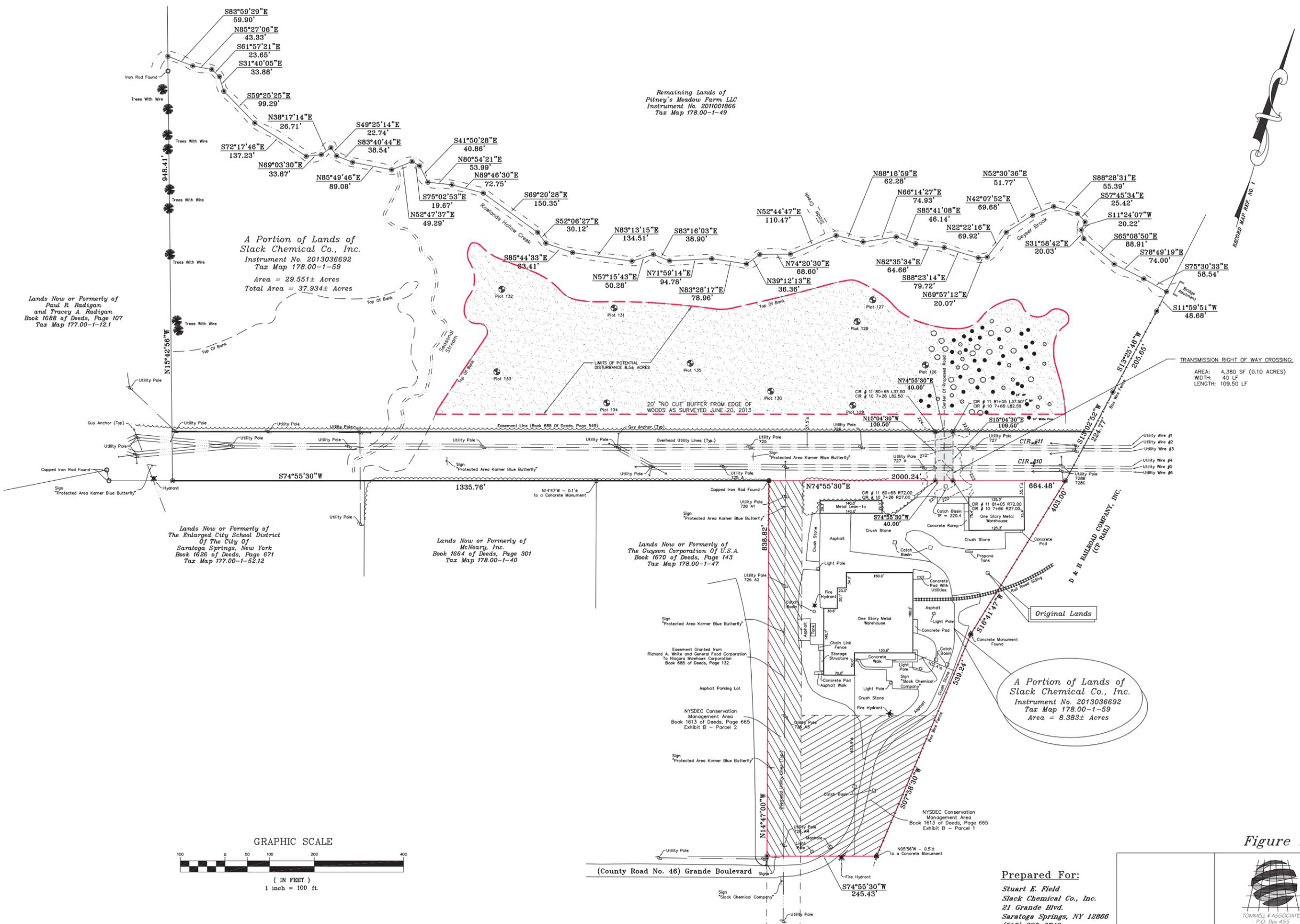
2. Additional Lands Including Expansion Area and National Grid Easement

The additional lands to the north, comprised of 29.95 acres, were obtained by Slack Chemical in 2014 when the former owner, the Pitneys, subdivided this land out of their larger property holding. See **Figure 3** that has the boundary of the additional lands shown in red.

Part of this parcel includes a National Grid electrical line easement. According to the deed information included at the end of Appendix A, the power line easement was established on the Pitney property through an agreement between the Pitneys and what was then the New York Power and Light Corporation in 1935. The easement occupies approximately 5.1 acres within the project site.

As stated previously, an Assent Agreement has already been entered into by National Grid and Slack Chemical for the driveway crossing of the National Grid easement. Refer to Appendix A for a copy of the Assent Agreement and Appendix B for a survey map of the project site. Of the 29.95 acres of additional lands obtained by Slack Chemical in 2014, only 8+/- acres will be impacted by any future development. Immediate development envisioned for the additional lands include tree clearing and setting up a parking area for trailers used for Slack Chemical business.

The 8+/- acres possibly to be used for development are confined by a buffer associated with the National Grid easement and a top of bank to the Rowland Hollow Creek and its tributary intermittent streams. The buffer supplied by Slack Chemical



Lands Now or Formerly of
Paul R. Radigan
and Tracey A. Radigan
Book 1688 of Deeds, Page 107
Tax Map 177.00-1-12.1

A Portion of Lands of
Slack Chemical Co., Inc.
Instrument No. 2013036692
Tax Map 178.00-1-59
Area = 29.551± Acres
Total Area = 37.934± Acres

Lands Now or Formerly of
The Enlarged City School District
Of The City Of
Saratoga Springs, New York
Book 1628 of Deeds, Page 571
Tax Map 177.00-1-52.12

Lands Now or Formerly of
McNeary, Inc.
Book 1664 of Deeds, Page 301
Tax Map 178.00-1-40

Lands Now or Formerly of
The Cuyson Corporation Of U.S.A.
Book 1670 of Deeds, Page 143
Tax Map 178.00-1-47

A Portion of Lands of
Slack Chemical Co., Inc.
Instrument No. 2013036692
Tax Map 178.00-1-59
Area = 8.383± Acres

Remaining Lands of
Pitney's Meadow Farm LLC
Instrument No. 2011001866
Tax Map 178.00-1-49

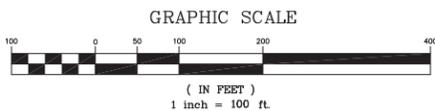
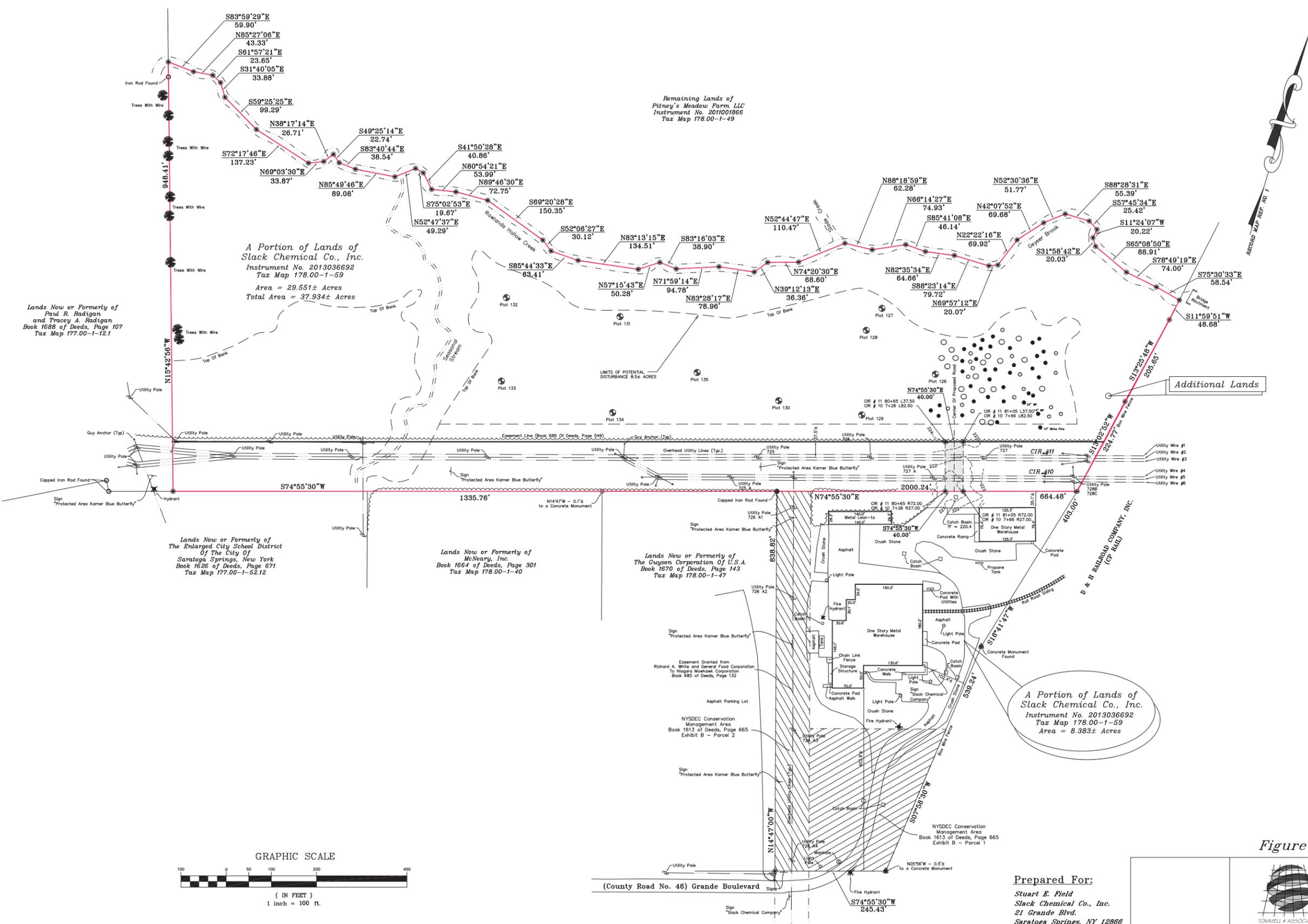


Figure 2

Prepared For:
Stuart E. Field
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21 Grande Blvd.
Saratoga Springs, NY 12866
(518) 226-0743



SCALE:
1" = 100'
CITY OF SARATOGA SPRINGS (OD)
SARATOGA COUNTY, NEW YORK
APRIL 2, 2013
Rev. 04/19/15, 04/25/15
MAP NO: 20130002-3



Lands Now or Formerly of Paul R. Radigan and Tracey A. Radigan Book 168B of Deeds, Page 107 Tax Map 177.00-1-12.1

A Portion of Lands of Slack Chemical Co., Inc. Instrument No. 2013036692 Tax Map 178.00-1-59 Area = 29.551± Acres Total Area = 37.934± Acres

Lands Now or Formerly of The Enlarged City School District Of The City Of Saratoga Springs, New York Book 1626 of Deeds, Page 671 Tax Map 177.00-1-52.12

Lands Now or Formerly of McNeary, Inc. Book 1654 of Deeds, Page 301 Tax Map 178.00-1-40

Lands Now or Formerly of The Cuyson Corporation Of U.S.A. Book 1670 of Deeds, Page 143 Tax Map 178.00-1-47

A Portion of Lands of Slack Chemical Co., Inc. Instrument No. 2013036692 Tax Map 178.00-1-59 Area = 8.383± Acres

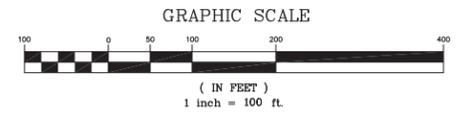


Figure 3

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SCALE:
 1" = 100'
 CITY OF SARATOGA SPRINGS (OD)
 SARATOGA COUNTY, NEW YORK
 APRIL 2, 2013
 Rev. 04/19/15, 04/25/15
 MAP NO: 20130002-3

as part of this HCP, will be a 20 feet “no cut” buffer extending into the additional land from the existing edge of tree line associated with the National Grid utility lines. The buffer will be from the edge of tree line or National Grid easement whichever is greater. This buffer is to ensure that future development on the additional lands do not encroach on KBB habitat within the National Grid easement. Vegetation will be maintained as a “No cut buffer” with the exception of any dead, diseased or dying vegetation that may be a threat to life, health or safety of property and individuals.

Vegetation within the 8+/- acres on this parcel is primarily second growth deciduous forest and understory. The site was logged or cleared some time ago as evidenced by the remaining stumps throughout the area. The vegetation was evaluated during a field study conducted on September 3 and 4, 2014. Sampling of plots was performed to document the existing vegetation and a list of vegetation was developed. Plot locations are shown on the survey boundary map in Figure 3. Tree species present included white pine (*Pinus strobus*), white oak (*Quercus alba*), black cherry (*Prunus serotina*), sugar maple (*Acer saccharum*), river birch (*Betula nigra*), poplar (*Populus tremuloides*), staghorn sumac (*Rhus typhina*), hemlock (*Tsuga canadensis*) and American beech (*Fagus grandifolia*). Ground cover and lower story consists of saplings of these tree species along with, but not limited to, raspberry, golden rod, and several species of ferns and grasses. Wild blue lupine was not observed in the area, although the area was not investigated when wild blue lupine is most evident (mid-May and June). Nonetheless, the wooded nature of this portion of the site almost assuredly would preclude wild blue lupine from growing in this area.

C. KBB Habitat within the Covered Lands

There is no KBB habitat observed within the expansion area of the additional lands. However, KBB habitat exists on both the National Grid easement and the original lands.

The incidental taking may occur on the 0.1 acre portion of the easement proposed to be used to construct the driveway connecting the original lands and the additional lands. Within the National Grid easement there is approximately 5.1 acres of KBB habitat (lupine and nectar). The specific area around the proposed driveway currently supports a dense growth of relatively tall herbaceous and woody vegetation. The only lupine plants noted in the area during a June 5, 2015, site visit was in the area of the easement recently disturbed when trees were felled north of the easement in the winter of 2014. According to NYSDEC Biologist Kathleen O’Brien, recent field studies indicate that KBB’s were present in the easement west of where the driveway is proposed (personal communication, June 5, 2015). This same source has also stated that lupines have been observed on both sides of the proposed driveway permit area, although no dates were provided for these observations (Kathy O’Brien, July 10, 2015 comments on April 20, 2015 Slack Chemical Company draft HCP).

KBB habitat, although somewhat degraded due to deferred vegetation maintenance, also exists on the original lands. On **Figure 2** there are two cross-hatched areas that

are labeled NYSDEC Conservation Management Areas, Parcel 1 and Parcel 2. Conservation Management Area Parcel 1 is 1.70 acres in the southern portion of the original lands on either side of Slack Chemical's driveway off Grande Boulevard. Conservation Management Area Parcel 2 is 1.44 acres along the western boundary of the original lands within another National Grid easement. Both Conservation Management Areas within the original lands have historically had wild blue lupine plants growing on them, and the Management Areas were established to protect KBB habitat. No proposed construction work is to be done on this part of the project site. However, management and maintenance of the existing Conservation Management Areas in the form of occasional brush hogging is proposed as a conservation measure as part of this HCP and take of KBB from these management activities is proposed to be included in the ITP. See the Proposed Actions section that follows.

The total area to be mowed as part of this HCP is +/- 4.81 acres and consists of +/- 1.70 acres in Conservation Management Area Parcel 1, +/- 1.44 acres in Conservation Management Area Parcel 2 and the +/- 1.67 acre portion of the 5.1 acre total National Grid easement. Take of KBB from that management activity is proposed to be included in the ITP.

IV. Proposed Actions

This HCP includes the proposed action of creating a permanent crossing/driveway across the National Grid easement and developing the expansion area for parking and future buildings. No impacts are anticipated from developing the expansion area. The HCP also includes the mitigation measures of planting and mowing habitat.

A. Driveway Crossing of the Easement from the Original Lands to the Expansion Area within the Additional Lands

The proposed action is to construct a permanent driveway crossing through the National Grid easement from the original lands into the expansion area on the additional lands that Slack Chemical purchased in 2014. An Assent Agreement entered into by National Grid and Slack Chemical to cross the easement with a driveway is located in Appendix A of this document. The 40 feet wide by +/- 109 feet long assent area will contain the 14' wide crushed stone driveway. The driveway will be centered at the crossing location and 13 feet wide grass aprons on either side of the driveway will be used for drainage and snow storage. The aprons will be maintained throughout the growing season and kept clean and mowed on a regular basis. See the crossing plans in Appendix C.

1. Timing of Earthwork

Slack Chemical proposes to construct the driveway in the Spring of 2016 depending on the timing of the issuance of the ITP. Impacts to the site will be limited to the assent area agreed upon with National Grid. Staging of construction equipment will

occur on the original lands. Stock piling of topsoil and vegetation will occur on the additional lands.

2. Timing of Prior Tree Clearing

In order to make room for the new driveway into the additional lands and truck parking on the additional lands, trees on the additional lands were felled in the winter of 2014-2015 as discussed during a meeting with NYSDEC and US Fish and Wildlife Service (Service) on August 4, 2014. This was done to avoid any impacts to the northern long-eared bat, a species proposed for listing under the ESA at that time. Trees were felled by hand (chainsaws) and left in place. There was no heavy vehicle (feller, skidder, etc.) travel over the right of way as part of the tree cutting on the additional lands. A small bobcat was used to clear snow to provide access during the winter tree cutting and this resulted in some localized scraping of the ground surface at the location of the proposed driveway permit area. No heavy equipment will be used in the National Grid easement until the ITP has been issued.

3. Access Drive Installation

Construction sequencing for the permit area driveway crossing will be as follows.

1. Install silt fence or construction fence along the east and west sides of the permit area to delineate the limits of work.
2. Brush hog the permit area.
3. Strip topsoil and any remaining vegetation and stock pile on the additional lands.
4. Install any underground conduit for future use and piping for utilities.
5. Grade apron areas for control of stormwater runoff and snow melt.
6. Install driveway material (stone) as shown on the Wire Sag Survey and Crossing Sections in Appendix D.
7. Use topsoil pile to field dress apron areas within the permit area.
8. Seed and mulch the apron areas.

B. Mitigation: Maintenance Mowing to Discourage Growth of Woody Vegetation

Slack Chemical will periodically brush hog the two Conservation Management Areas on the original lands as identified in Figure 3.

Slack Chemical will also periodically brush hog that +/- 1.67 acre portion of the National Grid easement on the additional lands that extends west from the eastern property line to a point where the right of way reaches the west boundary of the original lands, as identified in **Figure 3A**.

Slack Chemical has agreed to provide periodic mowing of these areas, and these areas only, for the purpose of this HCP. Mowing is proposed to be performed initially after the ITP is issued (year 1) and then three additional mowings would take place 4, 7 and 10 years after the ITP is issued. Slack Chemical proposes purchasing the

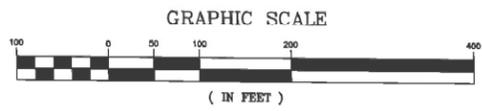
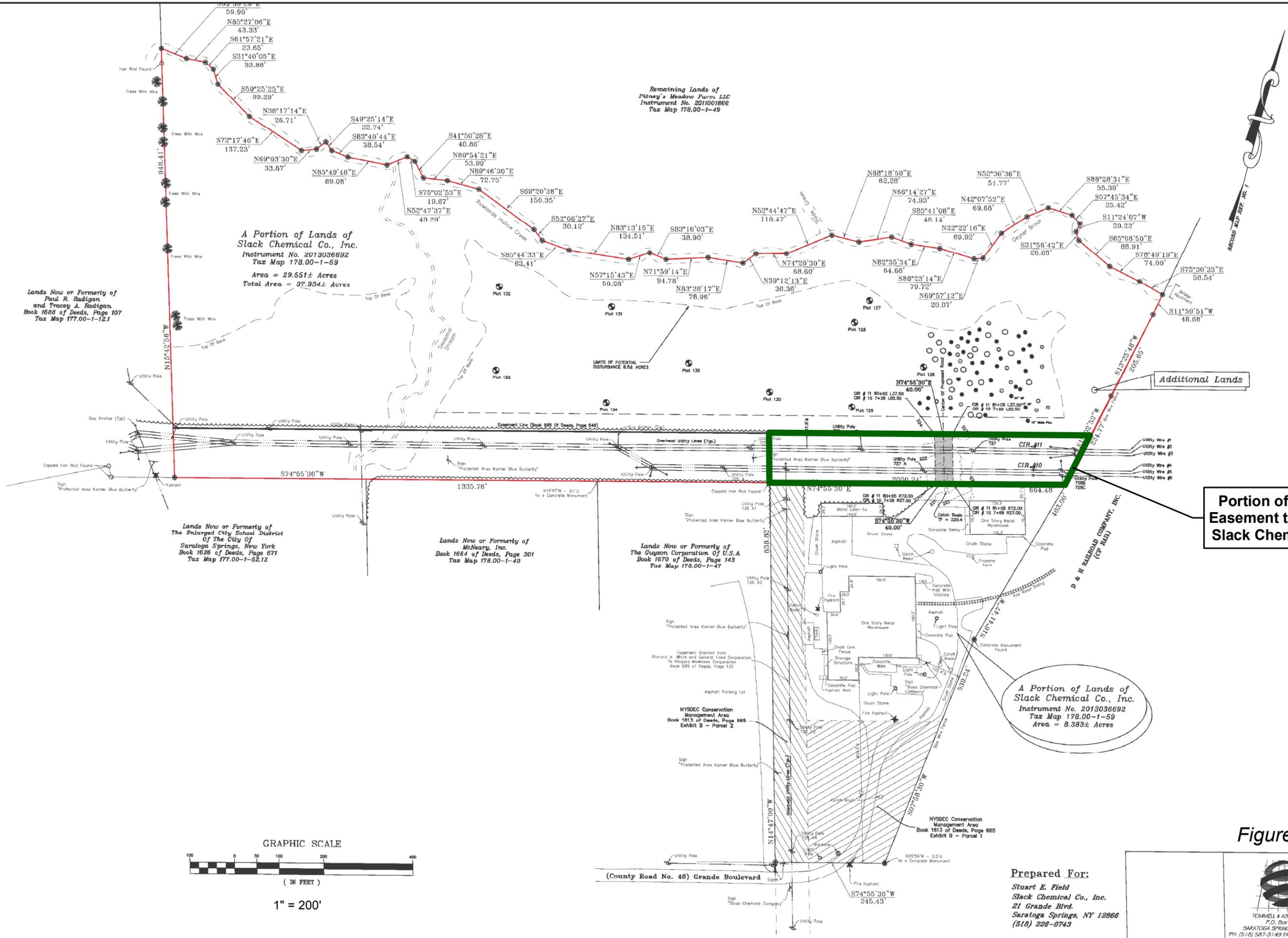


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Unauthorized alteration or
addition to this document is a
violation of Section 7209 of the
New York State Education Law

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Project: 201521
Date: 08/28/2015



1" = 200'

**Portion of National Grid
Easement to be mowed by
Slack Chemical Company**

Figure 3A

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CITY OF SARATOGA SPRINGS (CD)
SARATOGA COUNTY, NEW YORK
APRIL 2, 2013
Rev. 04/19/15, 04/25/15
MAP NO: 20130002-3

necessary mowing equipment for the purpose of maintaining KBB habitat in these areas. A copy of a purchase agreement for Bobcat Brushcat mowing equipment can be found in Appendix E. The site’s final maintenance schedule shall be determined in the final HCP and ITP. The time frame when mowing shall occur is anticipated to be between September 1 and March 31. Mowing height will be at a minimum of 6 inches off the ground.

The year 1 mowing shall exclude the seeding area described below in order to avoid physical damage to the plants that will have germinated that Spring. Mowing in years 4, 7, and 10 will include the seeded area.

C. Mitigation: Seeding Lupine and Nectar Sources in the Project Area

Slack Chemical will scarify a +/- 0.1 acre area down to mineral soil and seed the area with wild blue lupine and a blend of other native plants including nectar plant seeds.

See **Figure 4**. An area approximately 110 feet by 40 feet located between National Grid poles 725 and 726 was identified as a preferred area for seeding by NYSDEC in conjunction with discussions with Service, National Grid and Slack Chemical.

The following seed mix will be sowed in the area identified in Figure 4.

Species	Common name	Lbs./acre
<i>Lupinus perennis</i> (no reliable commercial source) ²	wild blue lupine	1.0
<i>Monarda punctata</i>	horsemint	0.25
<i>Asclepias tuberosa</i>	butterfly weed	0.50
<i>Apocynum androsaemifolium</i>	dogbane	0.10
<i>Ceanothus americana</i>	New Jersey tea	0.10
<i>Schizachyrium scoparium</i>	little bluestem grass	0.25 (PLS) ³

One source for the species other than wild blue lupine is Ernst Conservation Seed (800-873-3321, 814-724-1668, www.ernstseed.com)

There shall be no substitutions in the specified seed mix without prior approval from the Service.

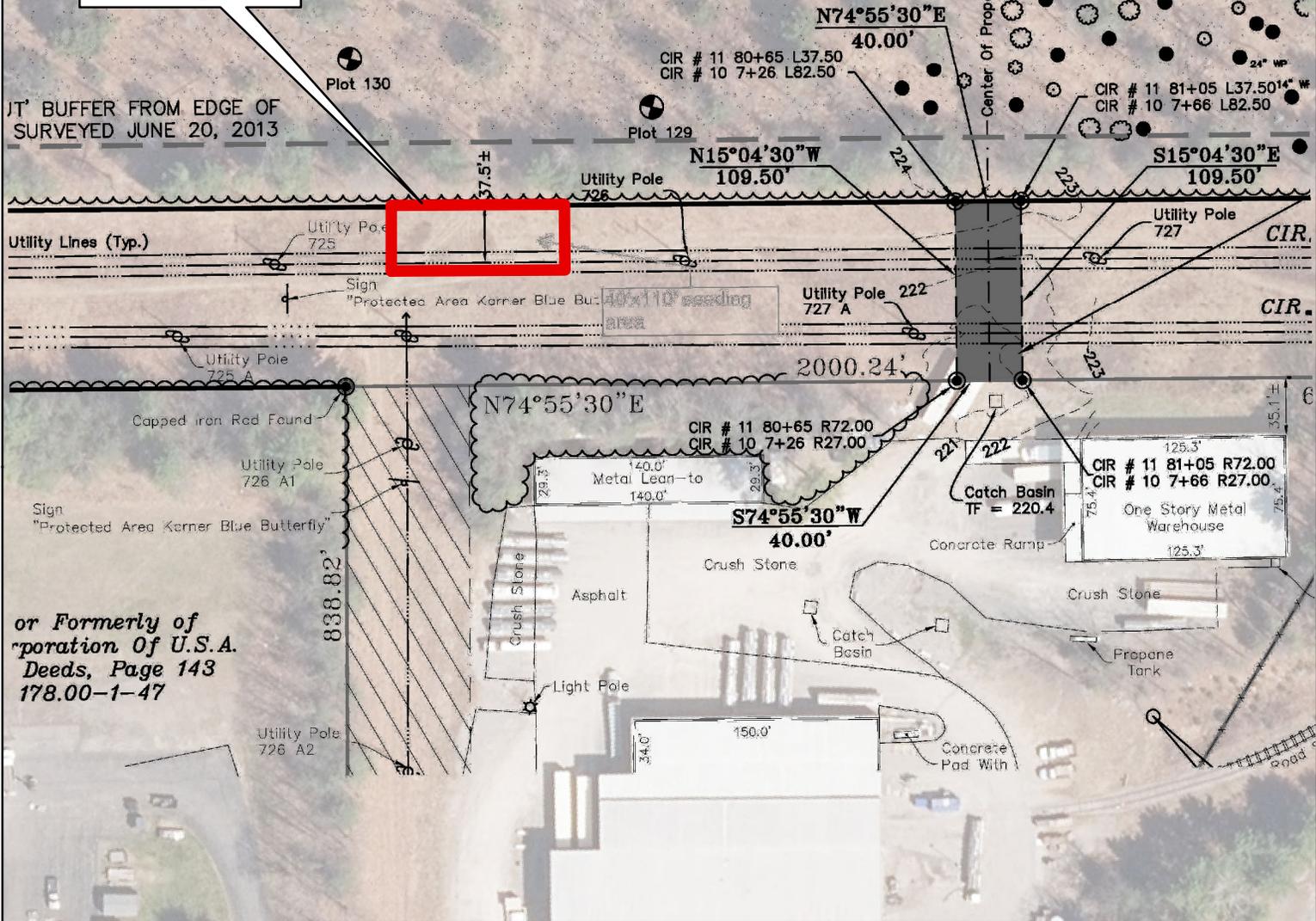
In no instance shall switch grass, big bluestem or Indian grass be proposed for a substitution in the mix. For the grass component the mixture shall contain little bluestem only.

Seed shall be broadcast by hand within the 0.1 acre area.

² NYSDEC has stated that they will provide wild blue lupine seed at the time of the seeding

³ PLS = pure live seed

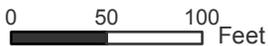
**40' x 110'
Seeding Area**



Species	Common name	Lbs./acre
<i>Lupinus perennis</i> (no reliable commercial source) ²	wild blue lupine	1
<i>Monarda punctata</i>	horsemint	0.25
<i>Asclepias tuberosa</i>	butterfly weed	0.5
<i>Apocynum androsaemifolium</i>	dogbane	0.1
<i>Ceanothus americana</i>	New Jersey tea	0.1
<i>Schizachyrium scoparium</i>	little bluestem grass	0.25 (PLS) ³



1" = 100'



**Habitat Conservation Plan for
Slack Chemical Company - Grande Industrial Park**

Grande Blvd, City of Saratoga Springs, Saratoga County, New York

Title
Figure 4



Project 201521
Date 08/03/2015

D. Other Actions in the Project Area and the Permit Area

Slack Chemical will continue to observe the cooperative agreements for the existing Conservation Management Areas on the original lands in the Permit Area.

Slack Chemical will institute preventative measures to prevent future vehicle encroachment into the Conservation Management Areas on the original lands, especially around the existing parking areas.

Slack Chemical will restore the existing encroachment and prevent further encroachment into Conservation Management Parcel 2 from the driveway west of main warehouse building in the vicinity of the existing gas pumps. The following remedial actions were discussed with Kathy O'Brian from NYSDEC during a site visit to this part of the site on July 16, 2015.

- Remove accumulated sand and stone from the edge of the existing driveway to four feet into the vegetated Management Area.
- Place a barrier of either continuous guardrail or intermittent concrete jersey barriers along the western edge of the existing driveway where it encroaches into the Management Area.
- Install Management Area signage immediately behind the barrier.

Slack Chemical will also restore the existing encroachment and prevent further encroachment into Conservation Management Parcel 2 near the trailer parking area in the northwest corner of the original lands. The following remedial actions were discussed with Kathy O'Brian from NYSDEC during a site visit to this part of the site on July 16, 2015.

- Pull back the upper loose sand and stone down onto the cut bank.
- Grade the existing exposed bank to a gentler slope and stabilize the slope.
- Install Management Area signage on metal posts at the toe of the regraded slope.

Slack Chemical will install additional signage on the approaches to the permit area stating that driving and parking off of the gravel drive is prohibited.

E. Permit Duration

The original permit duration will be for a period of 10 years. At that time, the permit will be evaluated to determine if a renewal is necessary.

V. Analysis of the Impacts Which Will Likely Result from the Taking

A. Estimating Magnitude of Take

Estimating the potential take of KBB, including take of various life stages (eggs, pupae, larvae, and adults), can be a difficult task. Typically, it is not possible to accurately predict the loss of individual KBBs resulting from future activities. For example, locations and the number of individuals, particularly in the egg and larval stages, are usually unknown. Therefore, for the purposes of this HCP, we use habitat as a surrogate for KBB.

B. Potential Direct Impacts

Construction of the driveway within the 0.1 acre permit area on the additional lands may remove some lupine plants and nectar sources that may currently be used by a few adult KBB. Because of the very few wild blue lupine plants present within the proposed driveway, there should be no significant impacts to KBB egg laying, hatching or larval development.

Take of KBB is also unavoidable during overall beneficial habitat management activities (e.g., mowing). Therefore, KBB eggs, larvae, or pupae within 3.14 acres in the original lands and 1.67 acres in the National Grid easement will be periodically killed during mowing.

C. Potential Indirect Impacts

The driveway will result in permanent loss of 0.1 acres of currently or potentially future suitable KBB habitat. Truck travel off of the driveway could damage vegetation in the vicinity of the driveway. Signage will be installed directing drivers to remain on the driveway when driving or parking in the Permit Area.

D. Measures That May Offset Take

Implementation of the proposed periodic brush hogging in the 1.70 and 1.44 acres of Conservation Management Areas on the original lands will improve KBB habitat in areas where wild blue lupine plants are known to exist. Currently these areas are not maintained as regularly as they should be and they are experiencing increased growth of woody vegetation. While woody growth is not as prevalent on the 1.67 acres of National Grid easement that will also be periodically brush hogged, KBB habitat in this area can still benefit from the proposed brush hogging.

The seeding of the 0.1 acre with wild blue lupine and other nectar source plants will provide additional habitat in proximity to an area that supports KBB.

It is feasible that a net benefit for KBB habitat may occur as a result of the construction of the driveway within the 0.1 acre area, the increased frequency of vegetation maintenance within the 3.14 acres of Conservation Management Areas and 1.67 acres of the National Grid easement, and the seeding of the 0.1 acre area with wild blue lupine and other nectar source plants.

VI. Conservation Program

A. Conservation Strategy

To eliminate, reduce, and mitigate for potential impacts to the covered species as a result of the covered activities, the following conservation strategy has been developed. The intent of the strategy is to provide long-lasting, net benefits for KBBs. The KBB, like most insect species, have adapted to survival by producing relatively large numbers of eggs and having large populations with short individual life spans and frequent generation turnover. In fact, the longest period of the life span of an individual is spent in the egg and larval stage.

The survival strategy of the KBB generally centers on the success of the overall population, not on the survival of the individuals. However, in New York, many populations are extremely small and isolated and impacts to individuals can result in increased rates of extirpation. Therefore, an appropriate conservation strategy must also focus on maintaining the host plant, a key strategy for assuring the survival of the species. This requires a shift in a typical conservation strategy of preserving individuals of a species to also preserving habitats and populations.

By preserving existing habitat in an ecologically effective manner there is potential for growth of the overall KBB population. Therefore, since the KBB are so directly tied to their habitat (i.e., wild blue lupine), it is appropriate that the HCP's key management strategies focus on enhancing and increasing habitat.

B. Biological Goals and Objectives

The overall biological goal for the HCP is to complement existing conservation efforts in New York State for the KBB.

The long term viability of KBB populations in New York State depends on perpetuating the required habitat for the covered species (i.e., wild blue lupine and nectar species in open areas of sandy soil). Without periodic disturbance and controls, succession of natural woody vegetation shades out wild blue lupine and nectar plants, which passively reduces and/or eliminates KBB habitat and reduces

population levels. Creation of new habitat or the maintenance of the specific vegetation succession stage that the KBB requires is critical to their survival.

Judging by the existing vegetation growth on the National Grid easement in the vicinity of the permit area, it appears the recent mowing practices, mowing frequency in particular, have been inadequate to promote wild blue lupine growth.

As part of this HCP, Slack Chemical is proposing to take responsibility for mowing areas of KBB habitat on a regular basis. It is possible that by increasing the frequency of vegetation management that KBB habitat can be enhanced.

Also as part of this HCP, Slack Chemical is proposing to seed an area of the National Grid easement with wild blue lupine and other plant species that can serve as nectar sources for the KBB. The planting area is located in proximity to an area that currently supports KBBs.

C. Monitoring and Reporting.

There are two components to monitoring/reporting in this HCP: biological monitoring (success of the HCP program) and compliance monitoring.

For biological monitoring, there is vegetation monitoring of the easement mowing area and the planted area and monitoring of KBBs.

To monitor the success of a more frequent mowing regime, Slack Chemical will perform annual measurements of vegetation height at six locations within the portion of National Grid easement on their property between the eastern property boundary and the western boundary of the original lands. Six 2 feet by 2 feet plots will be established at a regularly spaced interval using wooden 2"x2" stakes extending no more than 6 inches above the ground surface (below minimum mowing height). A nail will be inserted flush into the top of each post. This nail can be used should it be necessary to locate the posts in the future with a metal detector. Additionally, GPS waypoints of the center of each plot will be taken at the time of plot establishment to assist in relocating plots for annual monitoring. In September of each year, prior to a killing frost, maximum plant height within each plot will be measured and recorded. Average plant height will be visually estimated and recorded. Plant height information collected in the first year shall be collected prior to the first mowing of the easement to document the baseline condition. Results of annual vegetation height monitoring will be compiled and submitted in an annual letter report to USFWS by December 31 of each year.

To monitor success of the planted area, the 0.1 acre area to be seeded with wild blue lupine and other nectar sources will also be monitored on an annual basis for wild blue lupine growth. Four 2 feet by 2 feet plots will be established using stakes shorter than 6 inches above the ground service (below minimum mowing height and as described above) at various distances from the northern easement tree line.

Waypoints of plot locations will also be collected when the plots are established. Counts of wild blue lupine plants within the four plots will be taken in June of each year along with a visual estimate of percent coverage of wild blue lupine within each plot. Results of this lupine growth monitoring will be reported along with the plant height monitoring data described above.

As part of a separate HCP, National Grid is required to monitor the status of KBB, including the easement through Slack Chemical lands⁴. Monitoring of KBB is performed by National Grid every other year, and results of this monitoring are provided to the Service.

To monitor/report compliance of HCP, Slack Chemical will provide annual reports to the Service documenting compliance with all measures of the HCP/ITP.

D. Adaptive Management Plan

The adaptive management plan will be a “learn by doing” process that in conjunction with the monitoring program, will inform the applicant of the status of the vegetation within the easement so that management actions can be revised, if needed, to meet the biological and conservation goals of the HCP.

Slack Chemical will consult with the Service in proposing any adaptive management changes and will seek their concurrence with same before implementing them. The adaptive management plan will consist of the following activities.

Mowing:

It is assumed that the three year interval for brush hogging the National Grid easement and the two Conservation Management Areas will be sufficient for discouraging woody plant growth that could inhibit growth of wild blue lupine and other nectar sources for the KBB. Should the monitoring of vegetation height in the brush hogged areas show that inhibiting plant growth is occurring more rapidly than expected, Slack Chemical will consult with the Service to determine if a shorter interval should be implemented and if so, how the shorter interval will be implemented.

Planted Area:

In the event that some or all of the species seeds to be sown in the 0.1 seeding area as specified in this HCP are not available for purchase at the time of ordering, the Service will be consulted in order to identify suitable species that may be substituted into the specified seed mixture.

⁴ Chazen Companies, et al. March 8, 2012. *Habitat Conservation Plan for the Karner Blue Butterfly and Frosted Elfin in Support of an USFWS Incidental Take Permit for National Grid’s New York – North Utility Activities.*

In the event that the seeding of the 0.1 acre area does not result in the establishment of wild blue lupine and nectar, as determined by less than 80% coverage in the seeded area, then Slack Chemical will reseed the area or plant seedlings and ensure future success of the area. This may include watering, weed removal, etc.

E. Mitigation

The following measures are proposed to mitigate potential impact to KBB

1. Original Lands

1. Install Management Area signage within the existing KBB habitat at the front (south side) of the parcel in addition to what is already located adjacent to the utility lines along the western boundary.
2. Restore the existing encroachment and prevent further encroachment into Conservation Management Parcel 2 from the driveway west of main warehouse building in the vicinity of the existing gas pumps. The following remedial actions were discussed with Kathy O'Brian from NYSDEC during a site visit to this part of the site on July 16, 2015.
 - Remove accumulated sand and stone from the edge of the existing driveway to four feet into the vegetated Management Area.
 - Place a barrier of either continuous guardrail or intermittent concrete jersey barriers along the western edge of the existing driveway where it encroaches into the Management Area.
 - Install Management Area signage immediately behind the barrier.
3. Restore the existing encroachment and prevent further encroachment into Conservation Management Parcel 2 near the trailer parking area in the northwest corner of the original lands. The following remedial actions were discussed with Kathy O'Brian from NYSDEC during a site visit to this part of the site on July 16, 2015.
 - Pull back the upper loose sand and stone down onto the cut bank.
 - Grade the existing exposed bank to a gentler slope and stabilize the slope.
 - Install Management Area signage on metal posts at the toe of the regraded slope.
4. Mowing of the existing Conservation Management Areas in the year the ITP is issued and then again in years 4, 7 and 10 after the ITP is issued. The final mowing schedule shall be determined in the final HCP and ITP and limited to the Conservation Management Areas. The time frame in which mowing shall occur will likely be between September 1 and March 31. Mowing height will be at a minimum of 6 inches off the ground.

2. Additional Lands

1. Provide additional Protected Area Karner Blue Butterfly signs adjacent to the approaches to the proposed driveway crossing of the National Grid easement.
2. Provide a 20 feet wide No Cut Buffer within the additional lands adjacent to the north side of the National Grid easement.
3. Slack Chemical Company has agreed to provide periodically mow that portion of the National Grid easement between its eastern property line and the west boundary of the original lands. The proposed mowing will be the same as described in #4 under Original Lands above.
4. Slack Chemical Company will seed a 0.1 acre area in proximity to known KBBs on the National Grid easement with wild blue lupine and other nectar source species that can be used by KBBs.

VII. Changed and Unforeseen Circumstances

A. Overview of Changed and Unforeseen Circumstances

“Changed circumstances” is defined to mean changes in circumstances affecting the covered species (KBB) that can reasonably be anticipated by the applicant and the Service and that can reasonably be planned for.

“Unforeseen circumstances” is defined to mean changes in circumstances affecting the covered species that could not reasonably have been anticipated by the applicant and the USFWS at the time of the HCP’s negotiation and development, and that result in a substantial and adverse change in the status of the covered species. Unforeseen circumstances would include natural disasters of a scale or magnitude not anticipated under normal circumstances.

1. Specific Changed Circumstances - Vandalism

New or future acts of vandalism or other destructive, illegal human activities are considered changed circumstances. Damage to or destruction of property as a result of illegal ATV trespasses, illegal dumping or other unauthorized activities, are considered vandalism.

Historically there has been some ATV trespass on the section of easement on the additional lands, however levels have been generally low, due in part to the presence of the adjacent rail yard. The taller and dense vegetation growth on the easement may also be currently discouraging ATV trespass. Future mowing may increase the attractiveness of this section of the easement to ATV trespass. Should this increased trespass start to occur, measures to restrict access will be discussed with the Service and National Grid as per the adaptive management plan approach prior to implementing any measures to restrict access.

Appropriate responses may include:

- Increased signage placed on site
- Increased security patrols of easement and additional enforcement efforts,
- Installation of additional barriers, and
- Use of new types of restrictive devices

2. Specific Changed Circumstances - Invasive Species

Over the life of the permit, it is reasonable to expect that nonnative plant and/or animal species could be introduced into the covered lands and that these introduced species could reduce or adversely affect the quality of habitat for the covered species.

Actions may be taken after consultation with the Service as per the adaptive management plan approach prior to implementing any measures to control invasive species. Appropriate responses may include herbicide application, mechanical removal or hand removal. Any impacts to the Covered Species that occur as a result of colonization by invasive species, and that cannot be effectively controlled by Service approved methods or technologies, will be considered unforeseen circumstances.

3. Specific Changed Circumstances - New Species Listing

This specific changed circumstance applies to both covered and non-covered species.

Any species that are not addressed as a covered species in this HCP and that are subsequently listed will not be covered under the ITP, without an officially-issued amendment to accomplish same. The Service may notify the applicant of potential listings of species not covered by the HCP but that could be affected by their activities. The applicant may enter into negotiations with the Service regarding necessary modifications, if any, to the HCP to revise or amend the ITP to cover the newly listed species. In concurrence with the Service, the applicant will identify appropriate measures to avoid the likelihood of take to the uncovered species. The Service will take into account conservation and mitigation measures already provided in the HCP. If requested, the applicant will attempt to implement new best management practices (BMPs) and avoidance and minimization measures (AMMs) until such time as the applicant's federal permit is amended to obtain coverage for the newly listed species.

4. Specific Changed Circumstances - Fire/Windstorm/Ice Storm/Tornado

Two other changed circumstances are accidental fires or downed trees caused by large-scale windstorms, ice storms, or tornados. However, the

probability is very low of these events occurring with the covered lands. First, numerically, the incidence of fire, windstorm and tornado are very low in the geographic region, and second, since the easement in the vicinity of the permit area is being maintained to reduce tree cover, and thus enhance wild blue lupine and nectar species, the adverse impacts from fire, windstorms, tornados and ice storms are reduced where this HCP is being implemented. Nevertheless, if any of these events take place and disturbances to the covered species or covered lands occur, the applicant will determine the extent of damage and notify the Service within 5 business days. Slack Chemical will replant the mitigation area one time if damaged by this.

5. Specific Changed Circumstances –National Grid Easement Activities

Unanticipated activities of National Grid within their easement may affect the covered species. Such activities may include changes in mowing maintenance practices, repair or replacement of poles and/or lines, tree removal or other preventative maintenance measures. National Grid has their own HCP and ITP to address impacts they may cause. If there are any impacts within Slack Chemical covered lands, both Slack Chemical and National Grid will coordinate mitigation for those impacts to ensure both HCPs are meeting biological goals and ITP requirements.

6. Specific Changed Circumstances - Actions of Non-Participating Agencies

Actions of non-participating agencies could include activities of emergency personnel, such as firefighters, state agencies, and other life and safety personnel operating on the easement as part of an emergency response. They could also include electrical crews brought in from other parts of the state or country to respond to a significant natural event. The same process as identified in item 4 above would be followed if non-participating agencies caused damage to covered species or covered lands as a result of an emergency response. Slack Chemical will replant the mitigation area one time if damaged by this.

7. Unforeseen Circumstances - Floods

By definition, unforeseen circumstances are those that could not be have been reasonably anticipated. Thus, the only unforeseen circumstance that might be relevant to this HCP is flooding. Floods are natural events that could have a significant impact on the covered species and their associated habitat. However, a flood affecting the covered species within the covered lands is not anticipated to occur as most of the surveyed wild blue lupine populations are not located near riparian areas. Any flooding events that cause substantial and adverse impacts to the covered species will be considered an unforeseen circumstance. In case of such an unforeseen circumstance, the applicant will notify the Service as soon as practical after discovery of such circumstance.

8. Response to Unforeseen Circumstances

In case of an unforeseen circumstance, the applicant will notify the Service as soon practical after discovery of the circumstance. If the Service determines that an unforeseen circumstance has occurred, the Service will provide written notice to the applicant detailing the facts regarding the unforeseen circumstance involved, the anticipated impact on the covered species, proposed mitigation measures that are believed to be necessary, and any information or data used to support the determination. Other supplementary information that will be included in the notice includes an estimate of the cost of implementing the new conservation measures and the likely effects on the implementation and success of the HCP.

It will be the responsibility of the Service to demonstrate that an unforeseen circumstance has occurred. Moreover, under the HCP “No Surprise” Rule (63 Federal Register 8859, February 23, 1998), the applicant cannot be held responsible for bearing any additional economic burden to respond to unforeseen circumstances as long as it is complying with its HCP obligations. It is the responsibility of the Service to pay for such conservation and mitigation actions.

VIII. Funding Assurances

Appendix E contains a price quote for Slack Chemical to purchase a brush hog for the proposed maintenance mowing of the Conservation Management Areas on the original lands and the portion of the National Grid easement on the additional lands described above. The equipment is available through Bobcat of Saratoga for a price of \$7,131.02.

None of the potential responses to changed circumstances described above will place significant financial burden on the applicant, so reserving funds for these purposes are not required.

IX. Alternatives to the Taking

There are no viable alternatives to access the additional lands without affecting the KBB habitat within the National Grid easement.

- The habitat runs the full length of the transmission easement that bisects the project site.
- The D & H railroad yard borders the project site to the east precluding vehicular access from that direction.
- The north boundary of the additional lands contains a steep embankment and Rowlands Hollow Creek.
- No portion of the additional lands contains frontage along any public road or road easement.

Slack Chemical has utilized their existing driveway configuration, existing building layout and National Grid power pole locations and line sags to determine the new driveway location. Slack Chemical is proposing to locate the driveway crossing in an area that has been historically disturbed by National Grid maintenance vehicle traffic that currently accesses the right-of way by passing through the Slack Chemical original lands.

Other alternatives that were considered but discounted as not feasible, not practical, or not reducing potential taking impacts included the following.

- Building a bridge over the habitat to minimize impacts was considered but determined to not be feasible as a result of the required vertical separation distances to the overhead transmission lines. Furthermore, bridging would have caused shading of the area underneath the bridge, possibly resulting in changes to the plant community (KBB habitat) below it.
- Tunneling under the National Grid easement is also not feasible due to the amount of available room to start and finish the tunnel as well as the amount of excavation necessary for such a task. This alternative would also cause greater heating and cooling of the surrounding earth from the exposed walls created by the tunnel which could result in changes to the plant community (KBB habitat) in the vicinity of tunnel.

Appendix A - Assent Agreement with Niagara Mohawk Power Corporation

ASSENT

This Assent made this 11th day of September, 2013, by and between NIAGARA MOHAWK POWER CORPORATION, a corporation of the State of New York with its principal office and place of business at 300 Erie Boulevard West, Syracuse, New York 13202 ("Grantor"), and SLACK CHEMICAL COMPANY, INC., with its office and place of business at 465 South Clinton Street, Carthage, New York 13619 ("Grantee").

WHEREAS, Grantor was granted various Easements for the exclusive and permanent right-of-way to build and maintain, among others, electric transmission lines, through the City of Saratoga Springs, County of Saratoga, and State of New York, as follows: (1) from Jerome V. Pitney and Helen F. Pitney, dated July 10, 1935, and recorded in the Saratoga County Clerk's Office on July 20, 1935, in Liber 384 at Page 36, (2) from Helen F. Pitney, dated September 6, 1962, and recorded in the Saratoga County Clerk's Office on September 12, 1962, in Liber 726 at Page 521, and (3) from Willard J. Grande, dated February 26, 1963, and recorded in the Saratoga County Clerk's Office on March 7, 1963, in Liber 733 at Page 292 (collectively, "Property").

WHEREAS, Grantor did install electric transmission lines pursuant to said easement. Said electric lines are known as the "Saratoga Reservation Tap--Saratoga-Ballston / Saratoga-Brook Road, Tap to South Street" lines.

NOW, THEREFORE, WITNESSETH:

Grantor, in consideration of One Dollar (\$1.00) and other valuable consideration, does hereby assent to Grantee constructing a roadway and underground utilities on a parcel located at 21 Grande Boulevard, Saratoga Springs, New York within a forty (40') foot-wide area ("Roadway") on its Property as identified on Exhibit "A" and in accordance with the specifications as shown on drawings entitled "Wire Sag Survey, Transmission Assent Area Crossing for Slack Chemical Co., Inc., Sheets 1-3", prepared by Paul F. Tommell, P.L.S., dated April 2, 2013 and June 20, 2013, collectively attached hereto as Exhibit "B". This Assent is granted upon the following terms and conditions:

1. Grantor's assent herein to cross its Property at the specific location identified in Exhibit "B" is without covenant or warranty, express or implied. Grantor does not warrant the fitness or suitability of its Property for any purposes granted herein. Grantee accepts the condition of the Property "as is", with all hazards, and shall not look to Grantor for maintenance, repairs or improvements of said Property.
2. Grantee hereby waives any and all claims it has or may have against Grantor arising out of, caused by, or in connection with its use of Grantor's Property hereunder.
3. Grantor shall not be responsible for loss, damage, or injury (including death) to

property or persons, including Grantee, and its employees, agents and guests, while upon the Property of Grantor. Grantee agrees to indemnify, defend and hold harmless Grantor against all loss, damage, liability, cost and expenses arising from or in connection with any damage or injury to Grantor's property and property of third party (including real property, personal property, and environmental damages) or persons (including injuries resulting in death), directly or indirectly arising out of, caused by, incurred during, or in any way connected with, use of Grantor's Property, or which occurs on or about Grantor's Property, or which is caused by any act, omission, negligence or misconduct of Grantee, including its employees, agents and guests.

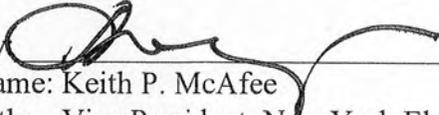
4. At the time of execution of this Agreement by Grantee, Grantee shall furnish to Grantor evidence that insurance policy(ies) satisfactory to Grantor, and not subject to cancellation or material change without ten (10) days prior written notice to Grantor have been issued to it, as set forth on Exhibit "C" attached hereto, which policy(ies) or equally satisfactory renewals or extensions thereof shall be maintained in force so long as Grantee exercises the rights granted herein.
5. The exercise of rights granted under this Assent shall not establish and/or create any greater rights in favor of Grantee in or to the Property beyond those expressed in this Assent. The exercise of rights granted under this Assent shall not in any way diminish Grantor's rights in the Property as set forth in the original easement(s) granted to Grantor.
6. This Assent is made subject to any and all liens, conditions, restrictions, and/or reservations subject to or under which Grantor holds said Property or any portion thereof. In addition, this Assent is subject to the additional terms set forth in Exhibit "D" attached hereto and made a part hereof.
7. Grantor reserves unto itself, its agents, employees and/or contractors, in their sole discretion to enter upon said Property at any time for the purposes of inspecting, repairing or reconstructing its electric or gas transmission facilities or other structures, now or hereafter constructed, or for any other purposes without being liable to action for damages therefor.
8. The Roadway shall be maintained at the sole cost and risk of Grantee.
9. Grantee shall be responsible for complying with any and all federal, state and local laws, including municipal regulations and zoning laws, that apply to its use of Grantor's right-of-way, and for obtaining any and all required permits. This shall include, but is not limited to, compliance with federal and state regulation of endangered and threatened species such as Karner blue butterflies (KBB) and frosted

elfins (FE) and their habitat and the mitigation of any adverse impacts to those species and their habitat as required under applicable statutes and regulations. Failure to comply with any federal, state or local law shall be deemed an event of default.

10. Grantee shall contact Dig Safely New York / Underground Facilities Protective Organization (UFPO) (1-800-962-7962) as necessary, prior to construction.
11. No activities shall be permitted which compromise the electrical or structural integrity of overhead transmission facilities, or structural integrity of underground electric or gas transmission facilities.
12. Grantor reserves the right to review and inspect the activities being carried on within the Property.
13. Within forty-five (45) days of project completion, Grantee shall provide as-built drawings to Grantor, at the following address: Real Estate Energy Delivery Support, 1125 Broadway, Albany, New York 12204.
14. Grantor may cancel or revoke this Assent if any one of the terms and conditions contained in this agreement, including any exhibits attached hereto, are violated by providing 30-days' written notice to Grantee, and thereupon the right to use Grantor's Property shall be absolutely terminated and extinguished.
15. This Assent constitutes the entire agreement relating to the subject matter hereof and supersedes any and all prior and contemporaneous assents, agreements, commitments, understandings, and discussions, whether oral or written, which may have existed relating to permission to cross and/or use Grantor's Property for the purposes set forth herein.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assent the day and year first above written.

NIAGARA MOHAWK POWER CORPORATION

By: 
Name: Keith P. McAfee
Title: Vice President, New York Electric

SLACK CHEMICAL COMPANY, INC.

By: 
Name: Stuart Field
Title: Mgr - Saratoga Division

ACKNOWLEDGMENTS

STATE OF NEW YORK)
) ss.:
COUNTY OF Warren)

On the 6th day of September, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Stuart Field, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Pamela M. Larson
Notary Public

PAMELA M. LARSON
Notary Public, State of New York
Registration No. #01LA6233279
Qualified in Warren County
Comm. Expires Dec. 27, 2014

STATE OF NEW YORK)
) ss.:
COUNTY OF ALBANY)

On the 11th day of September, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Keith P. McAfee, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Halina M. Gajewski
Notary Public

Halina M. Gajewski
Notary Public, State of New York
Qualified in Schenectady County
No. 01GA6107895
Commission Expires April 12, 2016

EXHIBIT "A"

NMPC PAD No. 2012-10-29-0004

GRANTEE: Slack Chemical Company, Inc.

PURPOSE: Roadway and underground utilities within a 40'-wide crossing

LOCATION OF PROPERTY: Grande Boulevard, City of Saratoga Springs, County of Saratoga

EASEMENT REFERENCE:

To: New York Power and Light Corporation
From: Jerome V. & Helen F. Pitney
Dated: July 10, 1935
Recorded: July 20, 1935
Book 384, Page 36

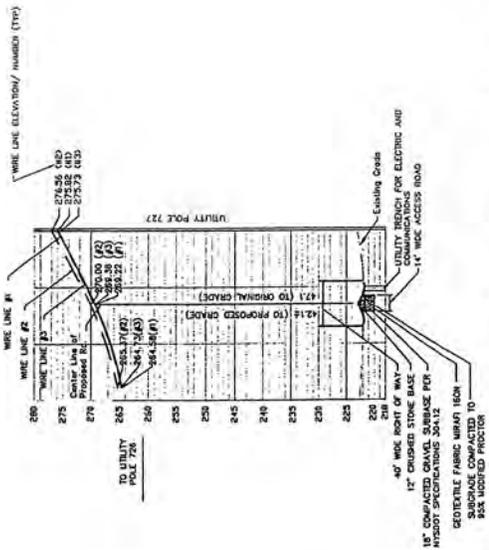
To: Niagara Mohawk Power Corporation
From: Helen F. Pitney
Dated September 6, 1962
Recorded: September 12, 1962
Book 726, Page 521

To: Niagara Mohawk Power Corporation
From: Willard J. Crande
Dated: February 26, 1963
Recorded: March 7, 1963
Book 733, Page 292

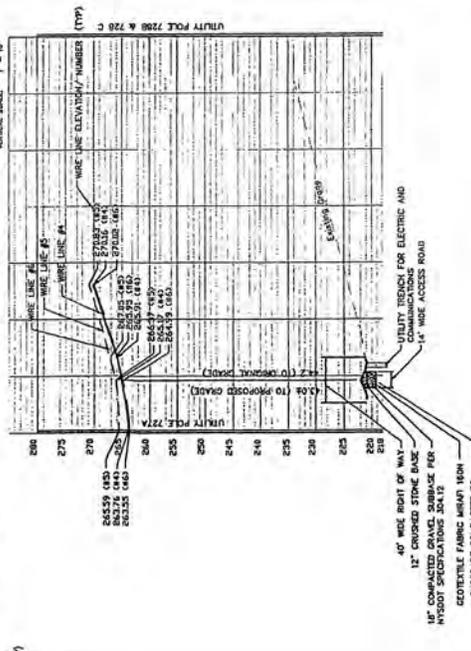
MAP REFERENCE: Saratoga Reservation Tap
Saratoga-Ballston #10 / Brook Road-Ballston #11
Tap to South Street
Q-415, Sheet 2, Parcels 3, 3A and 3C
NMPC Deed Book T-25

NIAGARA MOHAWK PERSONNEL TO ADVISE OF CONSTRUCTION:

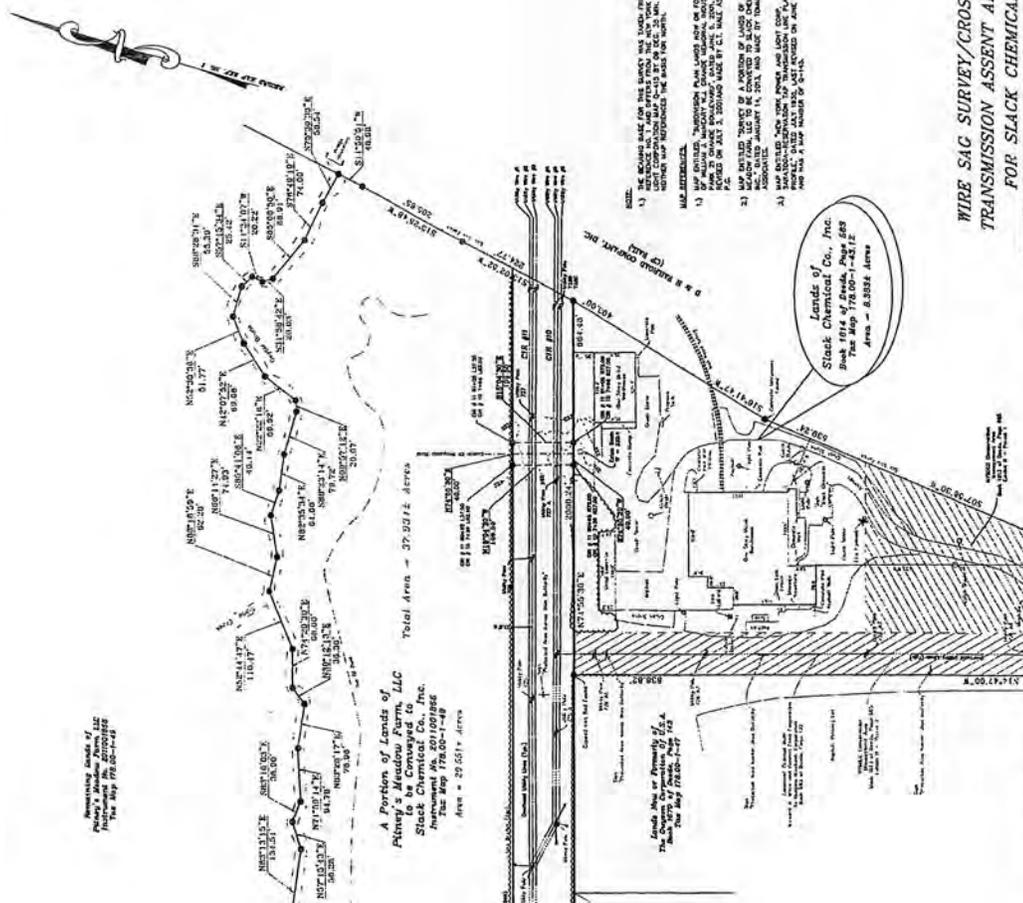
Kim Weatherwax
Senior Supervisor, Electric Transmission & Distribution
518-761-5804



ASSENT AREA CROSSING AT WIRE LINES 1, 2 & 3



ASSENT AREA CROSSING AT WIRE LINES 4, 5 & 6



- NOTES:**
- 1) THE RECORDS BASE FOR THIS SURVEY WAS TAKEN FROM THE 1985 SURVEY OF THE TRANSMISSION ASSENT AREA CROSSING AT WIRE LINES 1, 2 & 3, AND THE 1985 SURVEY OF THE TRANSMISSION ASSENT AREA CROSSING AT WIRE LINES 4, 5 & 6.
 - 2) THE RECORDS BASE FOR THIS SURVEY WAS TAKEN FROM THE 1985 SURVEY OF THE TRANSMISSION ASSENT AREA CROSSING AT WIRE LINES 1, 2 & 3, AND THE 1985 SURVEY OF THE TRANSMISSION ASSENT AREA CROSSING AT WIRE LINES 4, 5 & 6.
 - 3) THE RECORDS BASE FOR THIS SURVEY WAS TAKEN FROM THE 1985 SURVEY OF THE TRANSMISSION ASSENT AREA CROSSING AT WIRE LINES 1, 2 & 3, AND THE 1985 SURVEY OF THE TRANSMISSION ASSENT AREA CROSSING AT WIRE LINES 4, 5 & 6.

FOR SLACK CHEMICAL CO., INC.

Stack Chemical Co., Inc.
 21 Orange Street
 Orange, NJ 07066
 (908) 286-0742

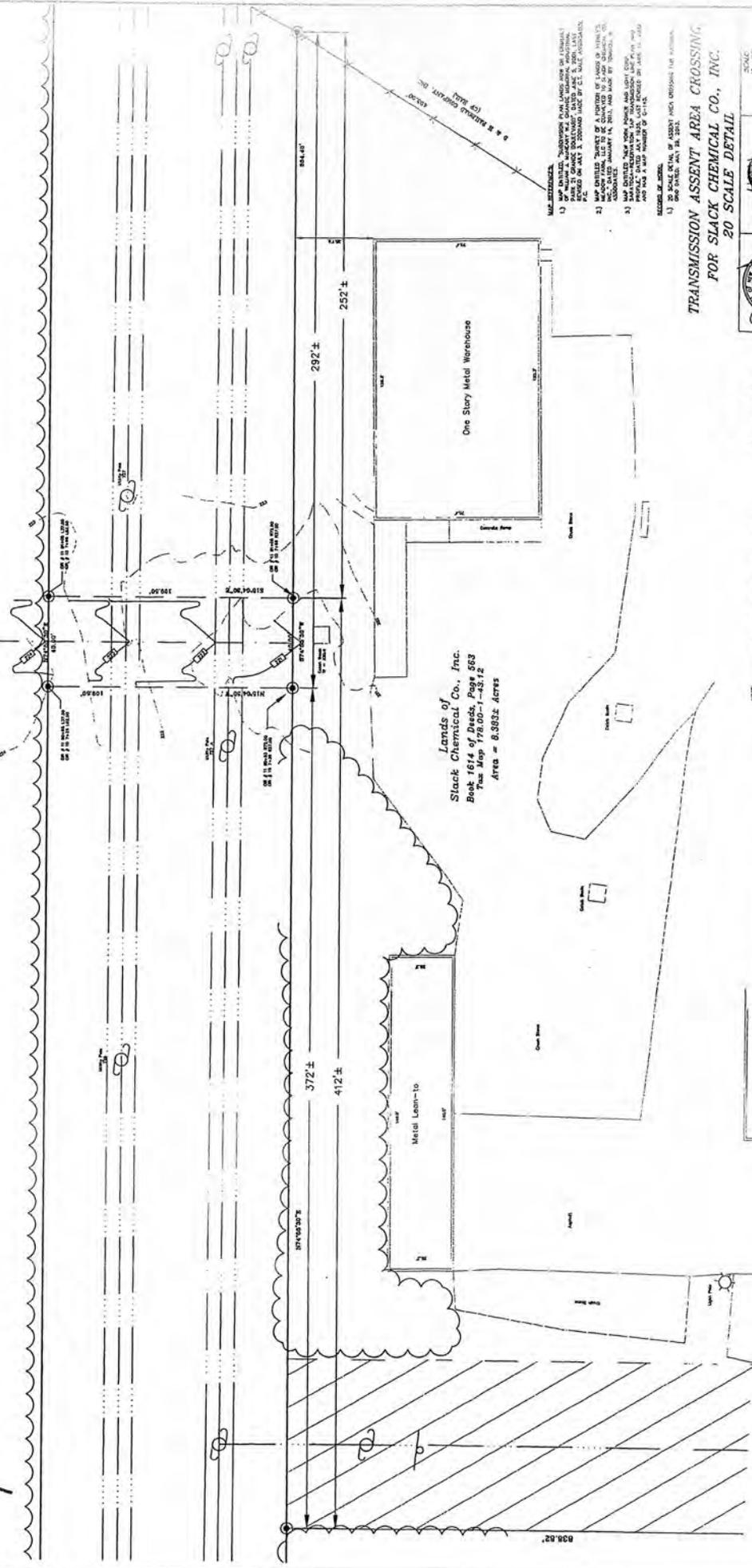
Stack Chemical Co., Inc.
 21 Orange Street
 Orange, NJ 07066
 (908) 286-0742

GENERAL NOTES:

- 1) WORKER SAFETY AND PROTECTION IS A TOP PRIORITY AND SHALL BE MAINTAINED THROUGHOUT THE PROJECT.
- 2) THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND EASEMENTS FROM THE APPROPRIATE AGENCIES.
- 3) THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.



A Portion of Lands of
 Pliny's Meadow Farm, LLC
 Pliny's Meadow Farm, LLC
 Stack Chemical Co., Inc.
 Instrument No. 2016001868
 Tax Map 178.00-1-49
 Area = 25.5572 ACRES



Lands of
 Stack Chemical Co., Inc.
 Book 1614 of Deeds, Page 563
 Tax Map 178.00-1-48.12
 Area = 0.3832 ACRES

- DATE REVISIONS**
- 1) NEW DESIGN, SUBMITTAL FOR LANDS OF PLINY'S MEADOW FARM, LLC. INSTRUMENT NO. 2016001868. DATE 08/14/18.
 - 2) NEW DESIGN, SUBMITTAL FOR LANDS OF PLINY'S MEADOW FARM, LLC. INSTRUMENT NO. 2016001868. DATE 08/14/18.
 - 3) NEW DESIGN, SUBMITTAL FOR LANDS OF PLINY'S MEADOW FARM, LLC. INSTRUMENT NO. 2016001868. DATE 08/14/18.
 - 4) NEW DESIGN, SUBMITTAL FOR LANDS OF PLINY'S MEADOW FARM, LLC. INSTRUMENT NO. 2016001868. DATE 08/14/18.

**TRANSMISSION ASSENT AREA CROSSING
 FOR SLACK CHEMICAL CO., INC.
 20 SCALE DETAIL**

Prepared For:
 Stack Chemical Co., Inc.
 21 Grande Blvd.
 Bridgewater Springs, NY 12806
 (518) 838-0700

DATE: 08/14/18
 SHEET: 3 OF 3

UNIT OF PROFESSIONAL SERVICE:
 SURVEYING AND ENGINEERING
 STATE OF NEW YORK
 LICENSE NO. 00177
 MAP AND SURVEYING
 LICENSE NO. 00177

DATE: 08/14/18
 SHEET: 3 OF 3

- GENERAL NOTES:**
- 1) THE BOUNDARY OF THIS SUBJECT AND ADJACENT PROPERTY IS SHOWN BY THE DOTTED LINE.
 - 2) DIMENSIONS SHOWN ARE CONCEPTUAL, ACTUAL FIELD CONDITIONS MAY VARY.
 - 3) DIMENSIONS SHOWN ARE CONCEPTUAL, ACTUAL FIELD CONDITIONS MAY VARY.

GENERAL NOTES:

- 1) OVERHEAD UTILITY WIRE LOCATIONS & ELEVATIONS WERE FIELD VERIFIED ON MARCH 18, 2018.
- 2) WORKING AT THE END OF FIELD WORK WAS 30' FROM THE WIRE.

Exhibit "C"

1. From the commencement of the Agreement, through final expiration or longer where specified below, Grantee shall provide and maintain, at its own expense, insurance policies, intended to be primary (with no right of contribution by any other coverage available to National Grid USA its direct and indirect parents, subsidiaries and affiliates (the "Insured Entities")), covering all Operations, Work and Services to be performed under or in connection with this Agreement, issued by reputable insurance companies with an A.M. Best Rating of at least B+, which at least meet or exceed the requirements listed herein:

- (a) **Workers' Compensation and Employers Liability insurance** as required by the State in which the work activities under this Agreement will be performed. If applicable, Coverage shall include the U.S. Longshoreman's and Harbor Workers Compensation Act, and the Jones Act. The employer's liability limit shall be at least \$500,000 each per accident, per person disease, and disease by policy limit.

If Grantee is exempt from having to obtain and maintain workers' compensation coverage due to their legal status as a sole proprietor or partnership, Grantee shall obtain:

1. Long term disability insurance covering any illness or injury incurred in connection with this Agreement that prevents Grantee from working, with benefits of at least 50% of the Grantee's monthly income on the last day before the disability begins.
2. Health Care Insurance, covering any loss occasioned by bodily injury, sickness or disease, and medial expense, with limits, coverage, deductibles, co-insurance payments, and any other cost sharing features customarily maintained by other entities of a similar size and business nature.

- (b) **Commercial General Liability (CGL) Insurance**, covering all operations to be performed by or on behalf of Grantee under or in connection with this Agreement, with minimum limits of:

Bodily Injury (BI)	- \$1,000,000 per occurrence
Property Damage (PD)	- \$ 500,000 per occurrence
OR	
Combined Single Limit	- \$1,000,000 per occurrence
OR	
BI & PD per Occurrence	- \$1,000,000
General Aggregate & Product Aggregate	- \$2,000,000 each

- Coverage shall include: contractual liability (with this Agreement, and any associated verbal agreements, being included under the definition of "Insured Contract" thereunder), products/completed operations, and if applicable, explosion, collapse and underground (XC&U).
- If the products-completed operations coverage is written on a claims-made basis, the retroactive date shall not precede the effective date of this Agreement and coverage shall be maintained continuously for the duration of this Agreement and for at least two years thereafter.

- Additional Insured as required in Article 3 below,
- The policy shall contain a separation of insureds condition.
- In the event Grantee is a governmental entity such as a Town, County, Municipality etc., and such entity's liability to a third party is limited by law, regulation, code, ordinance, by-laws or statute (collectively the "Law"), this liability insurance shall contain an endorsement that waives such Law for insurance purposes only and strictly prohibits the insurance company from using such Law as a defense in either the adjustment of any claim, or in the defense of any suit directly asserted by an Insured Entity.

- (c) **Automobile Liability**, covering all owned, non-owned and hired vehicles used in connection with all operations, work or services to be performed by or on behalf of Grantee under or in connection with this Agreement with minimum limits of:

Bodily Injury - \$500,000 per occurrence; 1,000,000 aggregate
 Property Damage - \$500,000 per occurrence
 OR
 Combined Single Limit - \$1,000,000 per occurrence

Additional Insured as required in Article 3 below.

- (d) **Umbrella Liability or Excess Liability** coverage, with a **minimum** per occurrence limit of \$4,000,000. This coverage shall run concurrent to the CGL required in Article 1(b) above, shall apply excess of the required automobile, CGL and employer's liability coverage required in this Insurance Exhibit, and shall provide additional insured status as outlined in Article 3 below.
- (e) **Watercraft Liability**, if used in connection with this Agreement, with the same **minimum** limits of liability as outlined in requirement 1(b) above, and naming the Insured Entities, including their officers and employees, as additional insured as outlined in article 3.
- (f) **Aircraft Liability**, if used in connection with this Agreement, with a limit of liability of not less than \$10,000,000 combined single limit per occurrence, and naming the Insured Entities, including their officers and employees, as additional insured's as required in Article 3 below. Such coverage shall not include a per-passenger or per seat coverage limit.
- (g) **Contractors Pollution Liability (CPL)**: covering any sudden and accidental pollution liability which may arise out of, under, or in connection with this Agreement, including all operations to be performed by or on behalf of Grantee, or that arise out of the Grantee's use of any owned, non-owned or hired vehicles, with a minimum liability limit of:

Bodily Injury (BI) - \$1,000,000 per occurrence
 Property Damage (PD) - \$ 500,000 per occurrence
 OR
 Combined Single Limit - \$1,000,000 per occurrence

This requirement may be satisfied by providing either this CPL policy, which would include

naming the Insured Entities, including their officers and employees, as additional insured's as outlined in Article 3 below; **OR** by providing coverage for sudden and accidental pollution liability under the CGL and commercial automobile insurance policies required above - limited solely by the Insurance Services Organization (ISO) standard pollution exclusion, or its equivalent.

In the event grantee is unable to secure and/or maintain any or all of this sudden and accidental pollution liability coverage, Grantee agrees to indemnify and hold the Insured Entities harmless against any and all liability resulting from any coverage deficiency that is out of compliance with this insurance requirement.

- (h) **Risk of Loss: Grantee** shall be responsible for all risk of loss to its equipment and materials, and any other equipment and materials owned by its employees or by other third parties that may be in their care, custody and control. If this coverage is excluded from the Commercial General Liability policy, then coverage will be acceptable under Grantee's property policy.

In the event that any equipment or materials (Goods) are supplied by the Insured Entities, an Insured Entities representative will provide the insurable value of the Goods to Grantee in writing, both cumulatively and on a maximum per item basis. Grantee will provide replacement cost insurance for these Goods under a blanket builder's risk policy, an equipment floater, or other equivalent coverage, while such Goods are under the care, custody and control of Grantee. Such insurance shall cover all Goods outlined in the Agreement or as noted on subsequent contract amendments. The coverage limit shall apply on either a per location basis or a maximum per item basis, and shall name the Insured Entities, as a Loss Payee with respect to their insurable interest as required in Article 3 below.

- (i) **Homeowners/Sole Proprietors Insurance:** In the event that Grantee is either a homeowner or sole proprietor, the requirements in section 1 A and D do not apply. However, these requirements do apply to any contractors that have been hired by Grantee to perform any work activities on the premises as defined in this Agreement.

In addition, if a Homeowners insurance company will not provide the additional insured status to National Grid as required in section 3, Grantee agrees to indemnify and hold harmless the Insured Entities for any liability that would have otherwise been covered had the insurance carrier recognized the additional insured status.

- (j) **Limits:** Any combination of Commercial General Liability, Automobile Liability and Umbrella Liability policy limits can be used to satisfy the limit requirements in items 1 b, c & d above.

If the term of this agreement is longer than five (5) years, in the fifth year, and every five (5) years thereafter, the Commercial General Liability and Umbrella/Excess Liability insurance limits required above shall be increased by the percentage increase in the Consumer Price Index from the month the Agreement was executed to the month immediately preceding the first month of the year in which the increase is required.

2. **Self-Insurance:** Proof of qualification as a qualified self-insurer, if approved in advance in writing

by an Insured Entities representative, will be acceptable in lieu of securing and maintaining one or more of the coverages required in this Insurance Section. Such acceptance shall become a part of this insurance provision by reference herein.

For Workers' Compensation, such evidence shall consist of a copy of a current self-insured certificate for the State in which the work will be performed.

In order for self insurance to be accepted, Grantee's unsecured debt must have a financial rating of at least investment grade. For purposes of this section, "Investment Grade" means (i) if Grantee has a Credit Rating from both S&P and Moody's then, a Credit Rating from S&P equal to or better than "BBB-" and a Credit Rating from Moody's equal to or better than "Baa3"; (ii) if Grantee has a Credit Rating from only one of S&P and Moody's, then a Credit Rating from S&P equal to or better than "BBB-" or a Credit Rating from Moody's equal to or better than "Baa3; or (iii) if the Parties have mutually agreed in writing on an additional or alternative rating agency, then the equivalent credit rating assigned to an entity by such additional or alternative rating agency that is equal to or better than "BBB-" from S&P and/or "Baa3" from Moody's.

3. **Additional Insured and Loss Payee:** The intent of the Additional Insured requirement under the CGL, Auto, CPL, Umbrella/Excess, Aircraft and Watercraft policies is to include the Insured Entities, their directors, officers and employees, as Additional Insured's for liabilities associated with, or arising out of, all operations, work or services to be performed by or on behalf of Grantee, including ongoing and completed operations, under this Agreement. The following language should be used when referencing the additional insured status: **National Grid USA, its subsidiaries and affiliates shall be named as additional insured.**

The Loss Payee language, as required in article 1.h above, shall read as follows: **National Grid USA, its subsidiaries and affiliates shall be included as a Loss Payee as their interest may appear.**

To the extent Grantee's insurance coverage does not provide the full Additional insured coverage as required herein, Grantee agrees to indemnify and hold harmless the Insured Entities against any and all liability resulting from any deficiency in Grantee's insurance coverage that may be out of compliance with this insurance requirement.

4. **Waiver of Recovery:** Grantee and its insurance carrier(s) shall waive all rights of recovery against the Insured Entities and their directors, officers and employees, for any loss or damage covered under those policies referenced in this insurance provision, or for any required coverage that may be self-insured by Grantee. To the extent Grantee's insurance carriers will not waive their right of subrogation against the Insured Entities, Grantee agrees to indemnify the Insured Entities for any subrogation activities pursued against them by Grantee's insurance carriers. However, this waiver shall not extend to the gross negligence or willful misconduct of the Insured Entities or their employees, sub-contractors or agents.
5. **Contractors:** In the event Grantee uses Contractors in connection with this Agreement, it is expressly agreed that Grantee shall have the sole responsibility to make certain that all Contractors are in compliance with these insurance requirements and remains in compliance throughout the

course of this Agreement, and thereafter as required. Grantee shall remain liable for the performance of the Contractor, and such sub-contract relationship shall not relieve Grantee of its obligations under this agreement.

Unless agreed to in writing by the Risk Management Department of National Grid USA Service Company, any deductible or self insured retentions maintained by any Contractor, which shall be for the account of the Contractor, and shall not exceed \$100,000. In addition, Contractor shall name both the Grantee and National Grid USA, (including their subsidiaries, affiliates, officers and employees), as additional insured's under the Commercial General Liability and Umbrella/Excess Liability insurance. If requested by National Grid, Grantee shall provide National Grid with an insurance certificate from its Contractor evidencing this coverage.

In the event any Contractor is unable to maintain all of the same insurance coverage as required in this insurance article, Grantee agrees to indemnify and hold the Insured Entities harmless against any and all liability resulting from any deficiency in Contractor's insurance coverage that may be out of compliance with these insurance requirements.

6. **Insurance Certification:** Upon execution of this Agreement, Grantee shall promptly provide National Grid with (a) **Certificate(s) of Insurance** for all coverage's required herein at the following address:

National Grid
Attn: Risk Management Bldg. B-3
300 Erie Boulevard West
Syracuse, NY 13202

Such certificates, and any renewals or extensions thereof, shall outline the amount of deductibles or self-insured retentions which shall be for the account of Grantee. Such deductibles or self-insured retentions shall not exceed \$100,000 unless agreed to in writing by the Risk Management Department of National Grid USA Service Company, whose approval shall not be unreasonably withheld, delayed or conditioned.

Grantee shall provide National Grid with at least 30 days prior written notice of any cancellation or diminution of the insurance coverage required in this insurance article.

7. **Insurance Obligation:** If any insurance coverage is not secured, maintained or is cancelled and Grantee fails immediately to procure other insurance as specified, National Grid has the right, but not the obligation, to procure such insurance and to invoice Grantee for said coverage.
8. **Incident Reports:** Grantee shall furnish the Risk Management Department of National Grid USA Service Company with copies of any non-privileged accident or incident report(s)(collectively, the "Documents") sent to Grantee's insurance carriers covering accidents, incidents or events occurring as a result of the performance of all operations, work and services to be performed by or on behalf of Grantee under or in connection with this Agreement, excluding any accidents or incidents occurring on Grantee property. If any of the National Grid Companies are named in a lawsuit involving the operations and activities of Grantee associated with this Agreement, Grantee shall promptly provide copies of all insurance policies relevant to this accident or incident if requested by National Grid. However, in the event such Documents are deemed privileged and

confidential (Attorney Client Privilege), Grantee shall provide the relevant facts of the accident or incident in a format that does not violate such Attorney Client Privilege.

9. **Other Coverage:** These requirements are in addition to any which may be required elsewhere in this Agreement. In addition, Grantee shall comply with any governmental site specific insurance requirements even if not stated herein.
10. **Coverage Representation:** Grantee represents that it has the required policy limits available, and shall notify National Grid USA Service Company's Risk Management Department in writing when the minimum coverage's required in this article herein have been reduced as a result of claims payments, expenses, or both. However, this obligation does not apply to any claims that would be handled solely with in Grantee's deductible or self-insured retention.
11. **Responsibility:** The complete or partial failure of the Grantee's insurance carrier to fully protect and indemnify the Insured Entities per the terms of the Agreement, including without limitation, this exhibit, or the inadequacy of the insurance shall not in any way lessen or affect the obligations of the Grantee to the Insured Entities.
12. **Coverage Limitation:** Nothing contained in this article is to be construed as limiting the extent of the Grantee's responsibility for payment of damages resulting from all operations, work and services to be performed by or on behalf of Grantee under or in connection with this Agreement, or limiting, diminishing, or waiving Grantee's obligation to indemnify, defend, and save harmless the Insured Entities in accordance with this Agreement.

EXHIBIT D

nationalgrid	ENGINEERING DOCUMENT Guideline: Transmission	Doc.# GL.06.01.307 Page 1 of 6
	Conditions for Proposed Activities Within Transmission Line Rights-of-Way	Version 1.4 – 07/11/2012

Conditions for Proposed Activities Within Transmission Line Rights-of-Way

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File: GL.06.01.307 Conditions for Proposed Activities Within Transmission Line Rights-of-Way	Originating Department: Transmission Line Engineering	Sponsor: Mark S. Browne

nationalgrid	ENGINEERING DOCUMENT	Doc.# GL.06.01.307
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nationalgrid	ENGINEERING DOCUMENT Guideline: Transmission	Doc.# GL.06.01.307 Page 3 of 6
	Conditions for Proposed Activities Within Transmission Line Rights-of-Way	Version 1.4 – 07/11/2012

1.0 Scope

- 1.1 This document presents minimum conditions for work within National Grid electric transmission line rights-of-way, whether owned in fee or by easement. Activities that are not fully in conformance with this document may sometimes be allowed provided they are specifically shown on plans or described in specifications or other documents that have been reviewed and approved by National Grid.
- 1.2 "Requestor" as used in this document refers to any person, organization, corporation or other entity requesting permission to conduct activities within a transmission line right-of-way or anyone acting on the Requestor's behalf.

2.0 Compliance/Safety

- 2.1 All activities conducted by the Requestor shall comply with all applicable Federal, state, and local laws, statutes, rules, regulations, and codes. In particular, the requirements of the following statutes, regulations, and safety codes and guidelines, appropriate for the voltage(s) of the transmission line(s) within the right-of-way, must be met:
- 2.1.1 National Electrical Safety Code
- 2.1.2 In Massachusetts:
- a 220 CMR 125.00, "Installation and Maintenance of Electric Transmission Lines,"
- b MGL Chapter 166 Section 21A "Coming into Close Proximity to High Voltage Lines" except that the required clearance of six feet is insufficient. The minimum clearance required by OSHA Standard 29 CFR 1926.550 shall be maintained.
- 2.1.3 In New York, Part 57 of the New York State Industrial Codes Rules (also known as the "High-Voltage Proximity Act")
(<http://www.labor.ny.gov/workerprotection/safetyhealth/sh57.shtm>)
- 2.1.4 OSHA regulations governing working clearances from energized lines. OSHA Standard 29 CFR 1926.550 Subpart N is specific to cranes, derricks, hoists, elevators, and conveyors. However, all vehicles, equipment, and loads shall maintain the minimum clearances from energized wires that are specified in this Standard unless a more restrictive standard applies.
- 2.2 The Requestor shall not place or store any items within the right-of-way, including construction materials or debris, excavated soil, trailers, or storage containers.
- 2.3 The Requestor shall not unload or load vehicles or equipment within the right-of-way.
- 2.4 The Requestor shall adequately ground vehicles, equipment, fences and gates, at all times and in accordance with applicable Federal, state, and local laws,

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nationalgrid	ENGINEERING DOCUMENT Guideline: Transmission	Doc.# GL.06.01.307 Page 4 of 6
	Conditions for Proposed Activities Within Transmission Line Rights-of-Way	Version 1.4 – 07/11/2012

statutes, rules, regulations, and design codes, including, but not limited to, those listed in paragraph A above and IEEE Standard 80.

3.0 Protection of Transmission Line Facilities

3.1 The Requestor shall, at all times, protect transmission line facilities from damage. In addition to compliance with safety codes as described in paragraph 1 above, protection of transmission facilities shall, as a minimum, include the following:

3.1.1 The Requestor shall operate equipment and vehicles at least 50 feet horizontally away from any transmission line pole, tower, guy wire, or guy anchor.

3.1.2 When making a rough cut during excavation, the Requestor shall disturb no earth within an area bounded by a line drawn 25 feet plus 2.5 times the depth of the cut from the nearest transmission line pole, tower leg, guy wire, or guy anchor, but not less than 50 feet. Upon completion of the rough cut, the slopes of the bank shall be graded on a slope no steeper than one vertical to five horizontal and stabilized with vegetation or rip-rap. The top of the slope shall be at least 50 feet from the nearest pole, tower leg, guy wire, or guy anchor.

3.1.3 The Requestor shall not store or use explosives within the right-of-way.

3.1.4 The Requestor shall locate all ground wires buried in areas to be excavated and shall protect them against damage. If a buried ground wire is broken, the Requestor shall prevent anyone from touching it and shall notify National Grid.

4.0 Access to Right-of-way

4.1 The Requestor shall not at any time block or impede access to or along the right-of-way.

4.2 The Requestor shall not damage roads or trails used to gain access to or along the right-of-way.

4.3 All underground utilities and all proposed bituminous and/or concrete drive surfaces and underground utilities shall be designed to withstand and meet AASHTO *Standard Specifications for Bridges and Highways* H-20 highway class design criteria for vehicular loading.

5.0 Preservation of Rights and Future Use

5.1 National Grid retains all rights granted in the original right-of-way deed. Specifically, National Grid reserves the right to place future structures or relocate existing structures anywhere within the right-of-way, and reserve the right to control any vegetation within the right-of-way.

5.2 The Requestor shall place no above or below ground structures within the right-of-way, including streetlights, signs, sheds, fences, septic systems, and swimming pools.

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nationalgrid	ENGINEERING DOCUMENT Guideline: Transmission	Doc.# GL.06.01.307 Page 5 of 6
	Conditions for Proposed Activities Within Transmission Line Rights-of-Way	Version 1.4 – 07/11/2012

- 5.3 Improvements shall not continuously occupy more than 100 feet along any line drawn longitudinally along the right-of-way.
- 5.4 Improvements shall not occupy expected future locations of transmission structures. This includes the bisector of angles in the right-of-way and generally includes areas adjacent to existing structures.

6.0 Protection of Interests

- 6.1 National Grid shall not be held liable for any damage to the Requestor's activities within the right-of-way when such damage is the result of construction, maintenance, or operation or other use of existing or future transmission line facilities.
- 6.2 The Requestor shall pay all costs associated with modifications or repairs made necessary to National Grid's facilities as a result of activities by the Requestor, including the cost of repairs or modifications to buried ground wires. Repairs and/or modifications shall be performed by National Grid. The Requestor shall notify National Grid's Manager of Transmission Engineering Services when a buried wire is damaged.
- 6.3 The Requestor shall notify National Grid in writing at least 24 hours before the start of the work. In New York the notification shall also be made in accordance with the requirements of the High Voltage Proximity Act (Section 57.7).
- 6.4 Electrostatic currents may occur in proximity to electric transmission lines under certain circumstances. Although people may experience annoying shocks due to these currents when touching conductive objects, National Grid is not able to eliminate the currents. The steady-state current due to these electrostatic effects is within the limits established by the National Electrical Safety Code.

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Revision History

Version	Date	Revision	Author	Reviewer	Approver
1.2	07/12/2007	Revised wording relative to electrostatic currents in paragraph 6.D.to clarify the issue. Previous wording: "Mild shocks due to electrostatic currents may be felt when touching conductive objects, such as vehicles, located within the right-of-way. Although these shocks may be annoying, National Grid will not be able to eliminate them."	Mark Browne		Mark Browne
1.3	11/29/2010	Clarify that guideline applies to electric transmission rights of way Clarify that activities must comply with requirements for the voltages of lines within the right of way Add requirement to comply with MGL Chapter 166 Section 21A	Mark Browne		Mark Browne
1.4	07/11/2012	Added AASHTO H-20 load criteria requirement for proposed drive surfaces and u/g utilities.	Keith Tornifoglio		Mark Browne

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THIS INDENTURE, Made the 10th day of July in the year One thousand nine hundred and thirty-five BETWEEN JEROME V. PITNEY AND HELEN F. PITNEY, his wife, of the City of Saratoga Springs, County of Saratoga and State of New York, parties of the first part, and NEW YORK POWER AND LIGHT CORPORATION, a corporation created by and under the laws of the State of New York, and having its principal place of business in the City of Albany, New York, party of the second part,

WITNESSETH, That the said parties of the first part for and in consideration of One Dollar (\$1.00) lawful money of the United States and other good and valuable considerations paid by the party of the second part, the receipt whereof is hereby acknowledged, have granted and released and do hereby grant and release unto the party of the second part, its successors and assigns, the permanent right to transmit electricity and electrical current over, under and across premises owned by the parties of the first part, situate in the City of Saratoga Springs, County of Saratoga, and State of New York, together with the right at all times to enter upon said premises and build, rebuild, remove, replace, inspect, repair, operate, and maintain a transmission line or lines consisting of such supports guys, wires, cables and other appliances as the party of the second part, its successors or assigns, may from time to time deem necessary for the transmission of electricity, the center line of which shall be approximately along a course described as follows:

BEGINNING at a point in the division line between lands of the parties of the first part and lands supposed to be owned by Maye Wheat at station 63 plus 66 of the surveyed center line, for the proposed transmission line system of the party of the second part known by it as its "SARATOGA RESERVATION TAP", which said point is seventy and eight-tenths (70.8) feet distant on a course north twenty-four (24) degrees fifteen (15) minutes west from the division line between said lands of the parties of the first part and lands supposed to be owned by Mrs. Fanny Hall, running thence north eighty-four (84) degrees thirty-four (34) minutes east at all points approximately seventy-five (75) feet northerly of said division lines between said lands of the parties of the first part and said lands of Mrs. Fanny Hall, and the division line between said lands of the parties of the first part and lands supposed to be owned by the Harry P. Whitney Est., two thousand nine hundred twenty-three and three-tenths (2923.3) feet to station 92 plus 89.3 of said surveyed center line; thence south fifteen (15) degrees twenty-four minutes east eight hundred sixty-five and one-tenth (865.1) feet to station 101 plus 54.4 of said surveyed center line; thence south twenty-three (23) degrees thirty-four (34) minutes east three hundred sixty-seven and eight-tenths (367.8) to station 105 plus 22.2 of said surveyed center line; thence south fifty (50) degrees forty (40) minutes east five hundred seventy and six-tenths (570.6) feet to a point in the division line between said lands

of the parties of the first part and lands supposed to be owned by Nicholas Miller, which point is station 110 plus 92.8 of said surveyed center line, all as shown on whiteprint map numbered "3" entitled in part "NEW YORK POWER & LIGHT CORP., SARATOGA RESERVATION TAP TRANSMISSION LINE JEROME V. PITNEY-EASEMENT N-767", annexed hereto and made a part hereof.

EXCEPTING AND RESERVING, however, unto the parties of the first part all trees cut by the party of the second part in the exercise of the rights herein granted.

PROVIDED HOWEVER that the party of the second part shall cut down such trees as it may deem necessary under the rights hereinafter described; shall remove the branches therefrom and dispose of the same as it may see fit, leaving the remaining timber in log lengths on its right of way and/or on the property of the parties of the first part, but the party of the second part shall in no way be responsible for the condition of such timber.

TOGETHER with the right at all times to cross and recross the premises of the parties of the first part for the purpose of constructing, inspecting, repairing, operating, or rebuilding the said transmission line system, said party of the second part to reimburse the parties of the first part, their heirs or assigns, for all physical damage to the lands or crops growing thereon in the exercise of such right of crossing.

AND ALSO the right at all times to cut and remove all brush, trees or other obstructions upon the premises of the parties of the first part within a distance of fifty (50) feet on either side of said surveyed center line and any trees outside of said area which may in the opinion of the party of the second part, its successors or assigns, interfere with or be likely to interfere with the successful operation of its transmission line.

AND the parties of the first part hereby covenant as a covenant running with the land that no building shall be erected upon the lands of the parties of the first part within fifty (50) feet of said center line without the written consent of the party of the second part, its successors or assigns.

TO HAVE AND TO HOLD the rights hereby granted unto the party of the second part, its successors and assigns forever, and the said Jerome V. Pitney and Pitney hereby covenant as follows:

First: That the party of the second part shall quietly enjoy the rights hereby granted.

Second: That they will forever warrant the title to the rights hereby granted.

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

Sealed and Delivered in
Presence of:
C. T. Albot

Jerome V. Pitney L.S.

Helen F. Pitney L.S.

STATE OF NEW YORK
COUNTY OF SARATOGA SS:

On this 10th day of July, 1935, before me, the subscriber, personally came Jerome V. Pitney and Helen F. Pitney, to me known and known to me to be the same persons described in and who executed the foregoing instrument, and they duly (and severally) acknowledged to me that they executed the same.

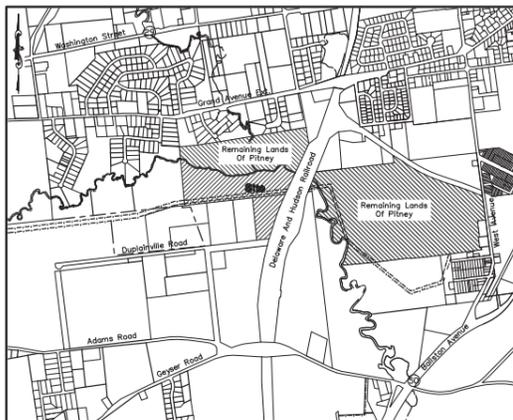
C. T. Albot
Notary Public Albany County
Certificate filed in
Saratoga County

Recorded in the Saratoga County Clerk's office on July 20th, 1935, in Book No. 384 of Deeds, at Page 36 and examined.

Charles J. Hennessy, Clerk

Appendix B - Overall Property Boundary

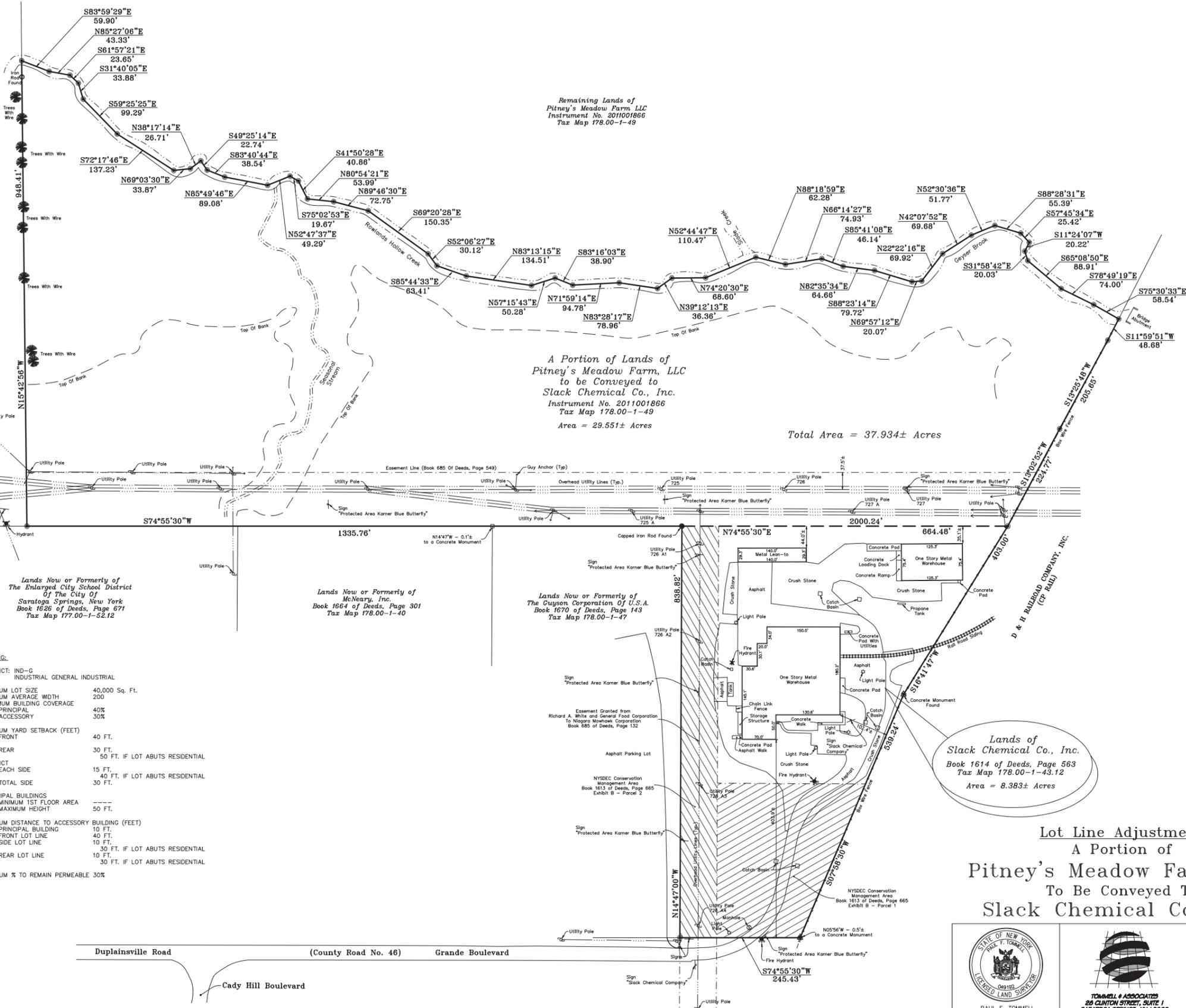




Site Map

Original Acreage of Pitney = 194.62± (Per Tax Maps)
 Area to be Conveyed to Slack Chemical = 29.55± Acres
 Remaining Area = 165.07± Acres

Lands Now or Formerly of
 Paul R. Radigan
 and Tracey A. Radigan
 Book 1698 of Deeds, Page 107
 Tax Map 177.00-1-12.1



Remaining Lands of
 Pitney's Meadow Farm LLC
 Instrument No. 2011001866
 Tax Map 178.00-1-49

A Portion of Lands of
 Pitney's Meadow Farm, LLC
 to be Conveyed to
 Slack Chemical Co., Inc.
 Instrument No. 2011001866
 Tax Map 178.00-1-49
 Area = 29.55± Acres

Total Area = 37.934± Acres

Lands Now or Formerly of
 The Enlarged City School District
 Of The City Of
 Saratoga Springs, New York
 Book 1626 of Deeds, Page 671
 Tax Map 177.00-1-52.12

Lands Now or Formerly of
 McNeary, Inc.
 Book 1664 of Deeds, Page 301
 Tax Map 178.00-1-40

Lands Now or Formerly of
 The Clugson Corporation Of U.S.A.
 Book 1670 of Deeds, Page 143
 Tax Map 178.00-1-47

Lands of
 Slack Chemical Co., Inc.
 Book 1614 of Deeds, Page 563
 Tax Map 178.00-1-43.12
 Area = 8.383± Acres

ZONING:

DISTRICT: IND-C
 INDUSTRIAL GENERAL INDUSTRIAL

MINIMUM LOT SIZE	40,000 Sq. Ft.
MINIMUM AVERAGE WIDTH	200
MAXIMUM BUILDING COVERAGE	
PRINCIPAL	40%
ACCESSORY	30%
MINIMUM YARD SETBACK (FEET)	
FRONT	40 FT.
REAR	30 FT.
SIDE	50 FT. IF LOT ABUTS RESIDENTIAL
DISTRICT	
EACH SIDE	15 FT.
TOTAL SIDE	40 FT. IF LOT ABUTS RESIDENTIAL
TOTAL SIDE	30 FT.
PRINCIPAL BUILDINGS	
MINIMUM 1ST FLOOR AREA	---
MAXIMUM HEIGHT	50 FT.
MINIMUM DISTANCE TO ACCESSORY BUILDING (FEET)	
PRINCIPAL BUILDING	10 FT.
FRONT LOT LINE	40 FT.
SIDE LOT LINE	10 FT.
REAR LOT LINE	30 FT. IF LOT ABUTS RESIDENTIAL
REAR LOT LINE	10 FT.
REAR LOT LINE	30 FT. IF LOT ABUTS RESIDENTIAL
MINIMUM % TO REMAIN PERMEABLE	30%

- MAP REFERENCE:**
- 1.) MAP ENTITLED "RECORD DRAWING WAREHOUSE EXPANSION SLACK CHEMICAL", DATED JUNE 21, 2006, AND MADE BY C.T. MALE ASSOCIATES, P.C.
 - 2.) MAP ENTITLED "SUBDIVISION PLAN LANDS NOW OR FORMERLY OF WILLIAM J. MCNEARY W.J. GRANDE MEMORIAL INDUSTRIAL PARK 21 GRANDE BOULEVARD", DATED JUNE 5, 2001, LAST REVISED ON JULY 3, 2001, AND MADE BY C.T. MALE ASSOCIATES, P.C.
 - 3.) MAP ENTITLED "SURVEY FOR A PORTION OF LANDS OF PITNEY'S MEADOW FARM, LLC TO BE CONVEYED TO SLACK CHEMICAL CO., INC.", DATED JANUARY 14, 2013, AND MADE BY TOMMELL & ASSOCIATES.

- NOTES:**
- 1.) THIS MAP WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE OR AN UP TO DATE TITLE REPORT AND IS THEREFORE SUBJECT TO ANY STATEMENT OF FACTS SHOWN THEREON.
 - 2.) THE FIELD SURVEY WAS CONDUCTED DURING WINTER WEATHER CONDITIONS WITH SNOW AND ICE COVER.
 - 3.) NO PROPERTY CORNERS WERE SET AS PART OF THIS SURVEY.
 - 4.) THE SURVEY PARCEL PARTIALLY FALLS IN A FLOOD ZONE AREA SHOWN AS ZONE AE AND ZONE X, ON FLOOD INSURANCE RATE MAP (FIRM) WITH AN EFFECTIVE DATE OF AUGUST 16, 1995 AND BEING MAP NUMBER 36091C0429E.

- RECORD OF WORK:**
- 1.) SITE MAP ENLARGED TO DEPICT ENTIRE REMAINING LANDS OF PITNEY'S MEADOW FARM AND AREAS ADDED TO SITE MAP ON APRIL 15, 2013.

APPROVAL:

APPROVED UNDER AUTHORITY OF THE CHAIRMAN OF THE PLANNING BOARD OF THE CITY OF SARATOGA SPRINGS PER THE SUBDIVISION REGULATIONS, ARTICLE V.

CHAIRPERSON _____ DATE SIGNED _____

Lot Line Adjustment
 A Portion of
 Pitney's Meadow Farm, LLC
 To Be Conveyed To
 Slack Chemical Co., Inc.

<p>STATE OF NEW YORK PAUL F. TOMMELL LICENSED LAND SURVEYOR 049192</p>	<p>TOMMELL & ASSOCIATES 80 CLINTON STREET, SUITE 1 SARATOGA SPRINGS, NY 12066 PH: (518) 587-3149 FAX: (518) 587-7251</p>	SCALE: 1" = 100'
		CITY OF SARATOGA SPRINGS (CO) SARATOGA COUNTY, NEW YORK MARCH 06, 2013
MAP NO: 20130002-2		

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 TOMMELL & ASSOCIATES
 UNAUTHORIZED ALTERATION OR ADDITION TO THIS DOCUMENT IS A VIOLATION OF SECTION 209A, SUBSECTION 3, OF NEW YORK STATE EDUCATION LAW. PERMISSION IS GRANTED TO MAKE COPIES OF THIS MAP TO BE USED AS PART OF A TITLE REPORT OR ABSTRACT OF TITLE.

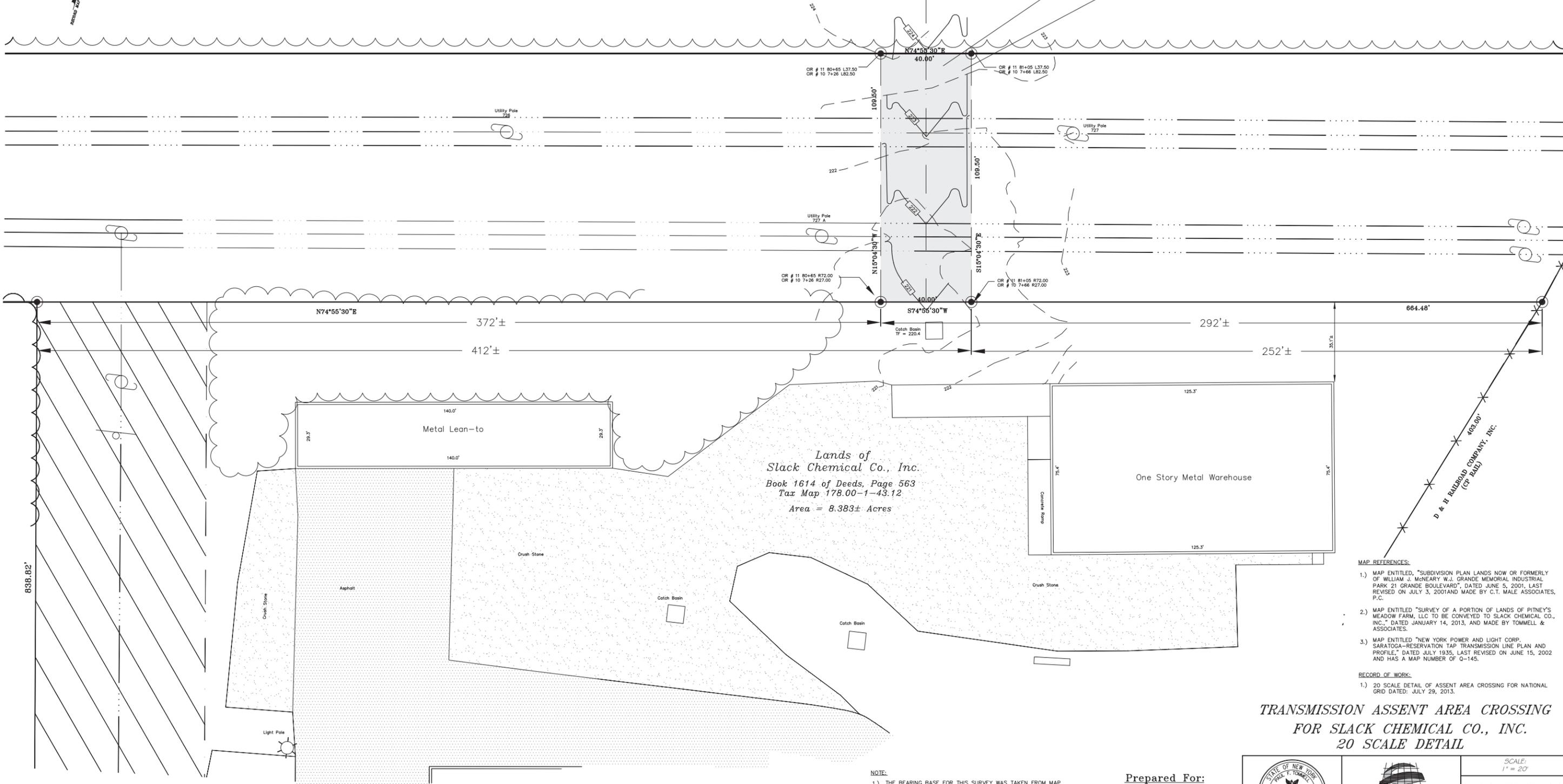
Appendix C - *Transmission Assent Area Crossing*



A Portion of Lands of
Pitney's Meadow Farm, LLC
to be Conveyed to
Slack Chemical Co., Inc.
Instrument No. 2011001866
Tax Map 178.00-1-49
Area = 29.551± Acres

KARNER BLUE BUTTERFLY HABITAT IMPACT AREA
AREA: ADJACENT TO TREE LINE
WIDTH: 40 LF
LENGTH: EXTENT OF HABITAT UNKNOWN

TRANSMISSION ASSENT CROSSING
AREA: 4,380 SF (0.10 ACRES)
WIDTH: 40 LF
LENGTH: 109.50 LF



- MAP REFERENCES:
- 1.) MAP ENTITLED "SUBDIVISION PLAN LANDS NOW OR FORMERLY OF WILLIAM J. McNEARY W.J. GRANDE MEMORIAL INDUSTRIAL PARK 21 GRANDE BOULEVARD", DATED JUNE 5, 2001, LAST REVISED ON JULY 3, 2001 AND MADE BY C.T. MALE ASSOCIATES, P.C.
 - 2.) MAP ENTITLED "SURVEY OF A PORTION OF LANDS OF PITNEY'S MEADOW FARM, LLC TO BE CONVEYED TO SLACK CHEMICAL CO., INC.", DATED JANUARY 14, 2013, AND MADE BY TOMMELL & ASSOCIATES.
 - 3.) MAP ENTITLED "NEW YORK POWER AND LIGHT CORP. SARATOGA-RESERVATION TAP TRANSMISSION LINE PLAN AND PROFILE," DATED JULY 1935, LAST REVISED ON JUNE 15, 2002 AND HAS A MAP NUMBER OF Q-145.
- RECORD OF WORK:
- 1.) 20 SCALE DETAIL OF ASSENT AREA CROSSING FOR NATIONAL GRID DATED: JULY 29, 2013.

**TRANSMISSION ASSENT AREA CROSSING
FOR SLACK CHEMICAL CO., INC.
20 SCALE DETAIL**

- NOTE:
- 1.) THE BEARING BASE FOR THIS SURVEY WAS TAKEN FROM MAP REFERENCE NO. 1 AND DIFFERS FROM THE NEW YORK POWER AND LIGHT CORPORATION MAP Q-415 BY 09 DEG. 38 MIN. 30 SEC. NEITHER MAP REFERENCES THE BASIS FOR NORTH.
 - 2.) PROPOSED CONTOURS SHOWN ARE CONCEPTUAL, ACTUAL FILL CONDITIONS MAY VARY.

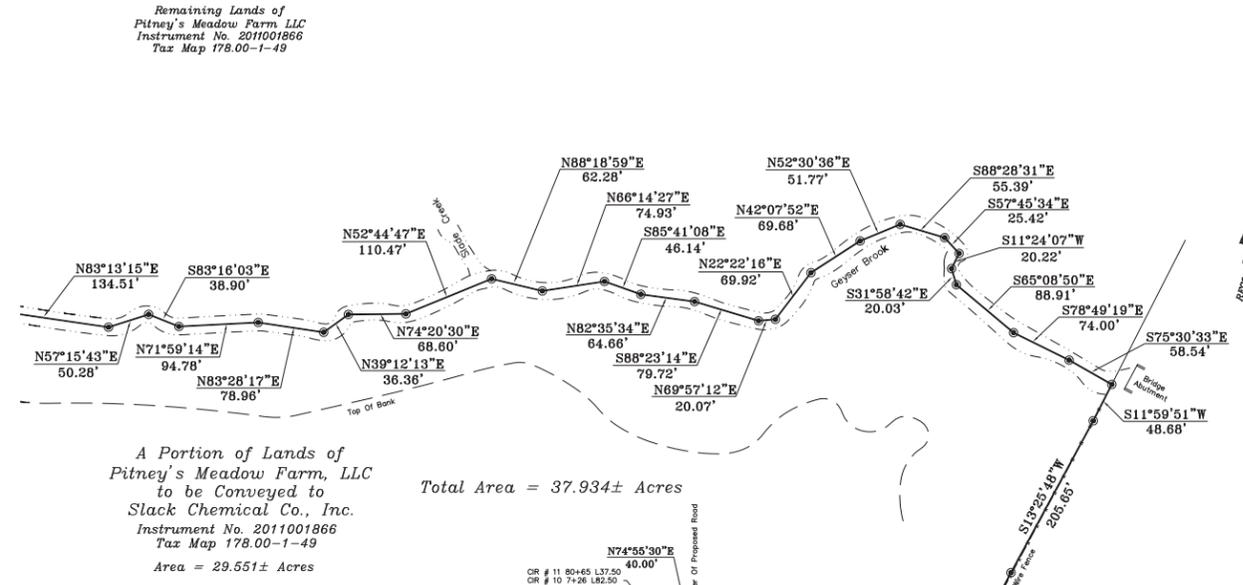
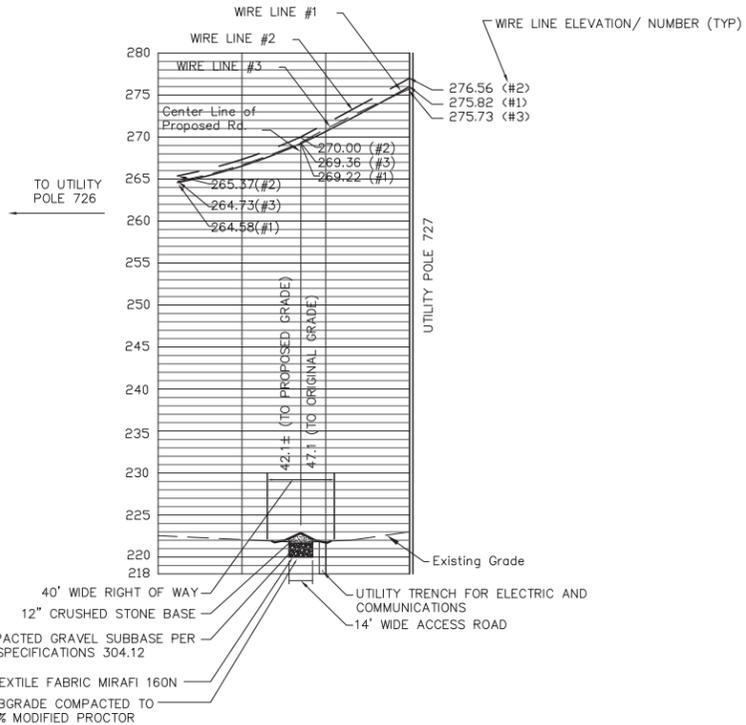
GENERAL NOTES:

- 1.) OVERHEAD UTILITY WIRE LOCATIONS & ELEVATIONS WERE FIELD VERIFIED ON MARCH 18, 2013.
- 2.) WEATHER AT TIME OF FIELD WORK WAS 30° FAHRENHEIT, WITH LIGHT WINDS.

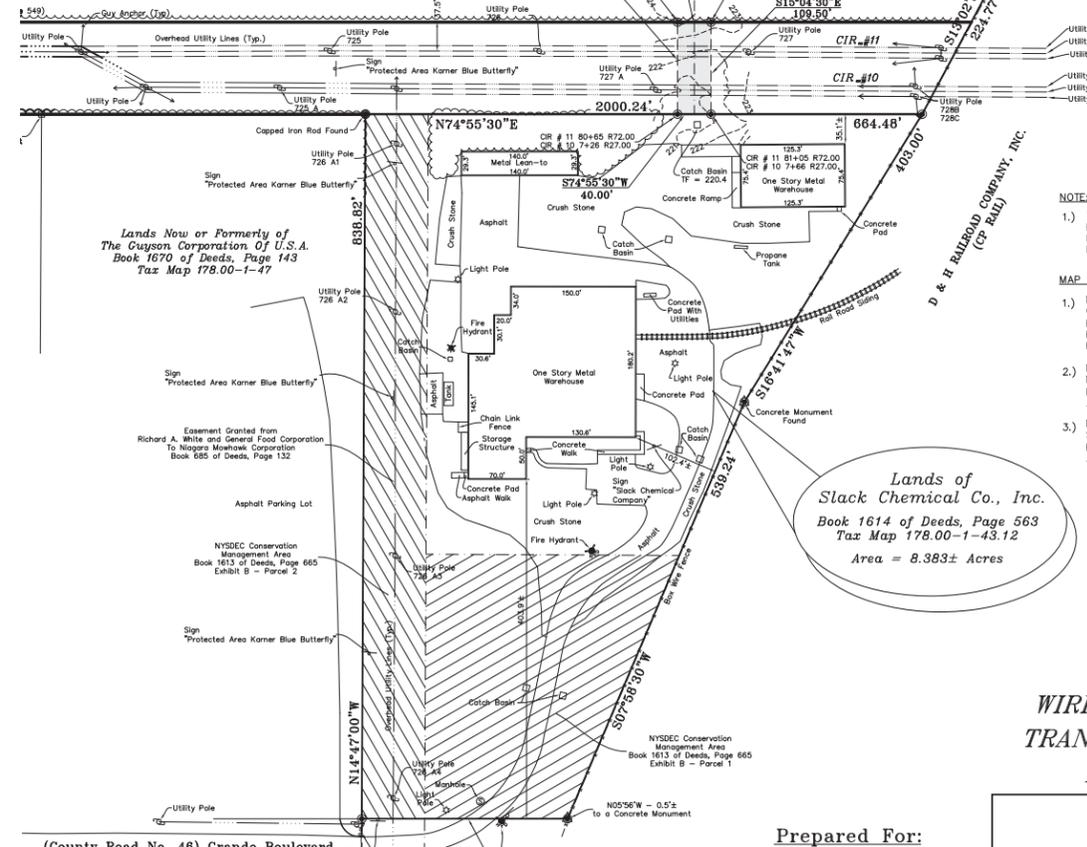
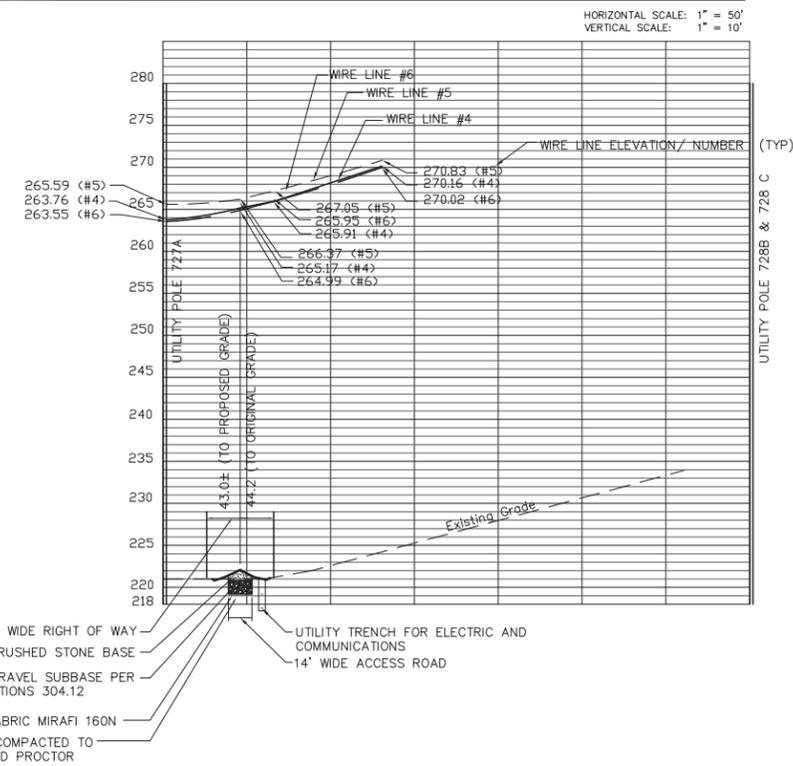
Prepared For:
Stuart E. Field
Slack Chemical Co., Inc.
21 Grande Blvd.
Saratoga Springs, NY 12866
(518) 226-0743

		SCALE: 1" = 20'
		CITY OF SARATOGA SPRINGS (OD) SARATOGA COUNTY, NEW YORK JUNE 20, 2013
		MAP NO: 20130002-4 SHEET 3 OF 3

Appendix D – Wire Sag Survey and Crossing Sections



ASSENT AREA CROSSING AT WIRE LINES 1, 2 & 3



ASSENT AREA CROSSING AT WIRE LINES 4, 5 & 6

**WIRE SAG SURVEY/CROSSING SECTIONS
TRANSMISSION ASSENT AREA CROSSING
FOR SLACK CHEMICAL CO., INC.**

GENERAL NOTES:
 1.) OVERHEAD UTILITY WIRE LOCATIONS & ELEVATIONS WERE FIELD VERIFIED ON MARCH 18, 2013.
 2.) WEATHER AT TIME OF FIELD WORK WAS 30° FAHRENHEIT, WITH LIGHT WINDS.

Prepared For:
Stuart E. Field
 Slack Chemical Co., Inc.
 21 Grande Blvd.
 Saratoga Springs, NY 12866
 (518) 226-0743



SCALE:
 1" = 100'
 CITY OF SARATOGA SPRINGS (OD)
 SARATOGA COUNTY, NEW YORK
 JUNE 20, 2013
 MAP NO: 20130002-4
 SHEET 2 OF 3

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Appendix E – Bobcat Brushcat Product Price Quotation



Product Quotation

Quotation Number: 16717D016946

Date: 2014-03-12 13:50:55

Ship to	Bobcat Dealer	Bill To
Slack Chemical 21 Grande Blvd Saratoga Springs, NY 12866 Phone: (518) 226-0529 Fax: (518) 226-0743	Bobcat of Saratoga, LLC,Gansevoort,NY 1279 ROUTE 9 P. O. BOX 785 GANSEVOORT NY 12831 Phone: (518) 798-9283 Fax: (518) 798-9286 ----- Contact: Eric Gardner Phone: 518-798-9283 Fax: 518-767-2446 E Mail: Gardner@bobcatofsaratoga.com	Slack Chemical 21 Grande Blvd Saratoga Springs, NY 12866 Phone: (518) 226-0529 Fax: (518) 226-0743

Description	Part No	Qty	Price Ea.	Total
72" Brushcat (Std Flow)	7218087	1	\$6,664.50	\$6,664.50
Total of Items Quoted				\$6,664.50
Sales total before Taxes				\$6,664.50
Taxes: Sales Tax ALL SALES				\$466.52
Quote Total - US dollars				\$7,131.02

Notes:

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes.
Customer must exercise his purchase option within 30 days from quote date.

Customer Acceptance:

Purchase Order: _____

Authorized Signature:

Print: _____ Sign: _____ Date: _____