

2. Deny the allegations in ¶ 2 of the complaint except: (i) admit that Protect seeks to annul “temporary revocable permits” (TRPs) and other agreements that DEC issued for the grooming of snow on certain Forest Preserve snowmobile trails by certain types of “tracked motor vehicles” and their attached “motorized equipment” for purportedly violating the Adirondack Park State Land Master Plan (Master Plan); and (ii) affirmatively state that the cause of action should be dismissed for untimeliness and because the allegations are meritless.

3. Deny the allegations in ¶ 3 of the complaint except: (i) admit that Protect seeks to annul the TRPs and AANRs that DEC issued for the grooming of snow and other maintenance on Forest Preserve snowmobile trails for purportedly violating DEC’s regulations, 6 N.Y.C.R.R. Part 196; and (ii) affirmatively state that the cause of action should be dismissed for untimeliness, and that relief that Protect seeks should be denied and because the allegations are meritless.

Response to Complaint’s Description of the Parties

4. Deny having knowledge or information sufficient to form a belief as to the allegations in ¶ 4 of the complaint.

5. Deny having knowledge or information sufficient to form a belief as to the allegations in ¶ 5 of the complaint.

6. Deny having knowledge or information sufficient to form a belief as to the allegations in ¶ 6 of the complaint.

7. Deny having knowledge or information sufficient to form a belief as to the allegations in ¶ 7 and footnote 2 of the complaint except admit that the website referenced in footnote 2 is correct.

8. Deny having knowledge or information sufficient to form a belief as to the allegations in ¶ 8 of the complaint except refer to the decisions in *Association for the Protection of the Adirondacks v. MacDonald (MacDonald)*, 253 N.Y. 234 (1930), and *Matter of Adirondack Mountain Club v. Adirondack Park Agency*, 33 Misc.3d 383 (Sup. Ct., Albany Co. 2011), for their complete text, context, meaning, and legal effect.

9. Deny having knowledge or information sufficient to form a belief as to the allegations in ¶ 9 of the complaint.

10. Deny having knowledge or information sufficient to form a belief as to the allegations in ¶ 10 of the complaint.

11. Admit the allegations in ¶ 11 of the complaint except refer to Environmental Conservation Law (ECL) Article 3 for its complete text, context, meaning, and legal effect.

12. Admit the allegations in ¶ 12 of the complaint except refer to ECL §§ 9-0105(1) and 9-0101(6), and also ECL § 3-0301(1)(d), for their complete text, context, meaning, and legal effect.

13. Admit the allegations in ¶ 13 of the complaint except refer to the Adirondack Park Agency Act (APA Act), Executive Law § 816, for its complete text, context, meaning, and legal effect.

14. Admit the allegations in ¶ 14 of the complaint except refer to the APA Act, Executive Law § 803, for its complete text, context, meaning, and legal effect.

15. Admit the allegations in ¶ 15 of the complaint except: (i) refer to Executive Law § 816 for its complete text, context, meaning, and legal effect; (ii) deny that the Agency is responsible for ensuring that “unit management plans” (UMPs) for units of State land “comply” with the Master Plan; and (iii) affirmatively state that the Agency is responsible for determining whether a proposed UMP *conforms to* the Master Plan.

Response to Allegations Concerning Venue

16. Admit the allegations in ¶ 16 of the complaint except refer to C.P.L.R. § 506 for its complete text, context, meaning, and legal effect.

Response to Allegations Describing the Background of this Matter
Article 14, § 1 of the Constitution

17. Admit that the allegations in ¶ 17 of the complaint quote from the State Constitution, Article XIV, § 1, and refer to Article XIV, § 1 for its complete text, context, meaning, and legal effect.

18. Admit the allegations in ¶ 18 of the complaint except refer to ECL § 9-0101(6) for its complete text, context, meaning, and legal effect.

19. Admit the allegations in ¶ 19 of the complaint except refer to ECL §§ 9-0101(1), 9-0101(2), and 9-0101(6) for their complete text, context, meaning, and legal effect.

20. Admit that the allegations in ¶ 20 of the complaint paraphrase the first sentence of State Constitution, Article XIV, § 1, and refer to Article XIV, § 1 for its complete text, context, meaning, and legal effect.

21. Deny the allegations in ¶ 21 and footnote 3 of the complaint except refer to the decisions in *Association for the Protection of the Adirondacks v. MacDonald*, 253 N.Y. 234 (1930) and *Balsam Lake Anglers Club v. New York State Department of Environmental Conservation*, 199 A.D.2d 852 (3d Dep't 1993), for an accurate reading of their complete text and for their context, meaning, and legal effect.

22. Deny the allegations in ¶ 22 and footnote 4 of the complaint except refer to the decisions in *MacDonald*, 253 N.Y. at 241-242, and *MacDonald*, 228 A.D. 73, 82 852 (3d Dep't 1930), for an accurate reading of their complete text and for their context, meaning, and legal effect.

23. Deny the allegations in ¶ 23 and footnote 5 of the complaint except: (i) refer to the decisions in *MacDonald*, 253 N.Y. at 241-242, and *MacDonald*, 228 A.D. at 82, for an accurate reading of their complete text and for their context, meaning, and legal effect.

Response to Allegations Describing the Adirondack Park State Land Master Plan¹

24. Deny the allegations in ¶ 24 of the complaint except: (i) refer to the APA Act, Executive Law Article 27, § 801, for its complete text, context, meaning, and legal effect; and (ii) affirmatively state that the Agency was created to: (a) develop a master plan for the long range management of State lands within the Adirondack Park; (b) determine whether actions or

¹ References to pages of the Master Plan in this answer are to the version published October 2011, available on the Agency's website.

activities proposed by DEC on lands under its jurisdiction conform to the Master Plan referred to in (a) above; and (c) to preserve the Park's resources and open space character through the adoption and implementation of a land use and development plan with respect to the private lands within the Park.

25. Deny the allegations in ¶ 25 and footnote 6 of the complaint except: (i) refer to Executive Law former § 807, § 816, and the Master Plan for their complete text, context, meaning, and legal effect; and (ii) and affirmatively state that the Master Plan, consistent with other constitutional, statutory, and regulatory provisions, organizes Forest Preserve and other State lands in the Adirondack Park into specific units, classifies the units according to their suitability and capacity for use, and sets forth management and use guidelines for each classification.

26. Deny the allegations in ¶ 26 and footnote 7 of the complaint except refer to *Adirondack Mountain Club v. Adirondack Park Agency*, 33 Misc.3d at 387, *Adirondack Council, Inc. v. Adirondack Park Agency*, Sup. Court, (Essex Co., August 18, 1988) at 5-7; and *Helms v. Reid*, 90 Misc.2d 583, 602 (Sup. Ct., Hamilton Co. 1977), for an accurate reading of their complete text, and for their context, meaning, and legal effect.

27. Deny the allegations in ¶ 27 of the complaint except: (i) admit that Wilderness, Primitive, Canoe, Wild Forest, and Intensive Use are some of the Master Plan's classifications; (ii) affirmatively state the Master Plan's classification system applies to all State lands, including Forest Preserve lands, within the Adirondack Park, and (iii) refer to the complete list of the Master Plan's classifications set forth on page 14 of the Plan for its complete text, context, meaning, and legal effect.

28. Admit the allegations in ¶ 28 of the complaint only to the extent that the allegations refer to the Master Plan's management and use guidelines for each classification of State land, set forth on pages 19-50 of the Master Plan, refer to these guidelines for their complete text, context, meaning, and legal effect, and deny all other allegations in ¶ 28.

29. Deny the allegations in ¶ 29 of the complaint except: (i) admit that the allegations refer to the motor vehicle management and use guidelines for each land use classification except Intensive Use; and (ii) refer to these guidelines, set forth on pages 20-41 of the Master Plan, for an accurate reading of their complete text and for their context, meaning, and legal effect.

30. Admit that the allegations in ¶ 30 of the complaint quote from the Master Plan's definition of "motor vehicle" and refer to that definition, on pages 16-17 of the Master Plan, for its complete text, context, meaning, and legal effect.

31. Admit that the allegations in ¶ 31 of the complaint quote from the definition of "snowmobile" on page 18 of the Master Plan and refer to that definition for its complete text, context, meaning, and legal effect.

32. Deny the allegations in ¶ 32 and footnote 8 of the complaint except refer to pages 23, 24, 28, 30, 36, 40, 75, and 81 of the Master Plan for an accurate reading of their complete text and for their context, meaning, and legal effect.

33. Deny the allegations in ¶ 33 of the complaint except: (i) refer to the definition of "snowmobile trail" on page 18 of the Master Plan for its complete text, context, meaning, and legal effect; and (ii) affirmatively state that the Master Plan allows public use of snowmobiles on trails and roads designated by DEC for snowmobile use.

34. Deny the allegations in ¶ 34 of the complaint except: (i) admit that, on Wild Forest lands, the Master Plan allows the public use of motor vehicles beside snowmobiles on: (a) existing public roads; (b) DEC roads that DEC designates open to public motor vehicle use; and (c) water bodies that DEC designates as suitable for such use; and (ii) refer to page 34 of the Master Plan for its complete text, context, meaning, and legal effect.

35. Deny the allegations in ¶ 35 of the complaint except refer to the Wild Forest management and use guideline on page 33 of the Master Plan concerning administrative use of motor vehicles on such lands for an accurate reading of its complete text and for its context, meaning, and legal effect.

Response to the Allegations Describing Management of Wild Forest
Lands Under the Master Plan

36. Admit the allegations in ¶ 36 of the complaint except refer to State Constitution Article XIV, § 1, for its complete text, context, meaning, and legal effect.

37. Deny the allegations in ¶ 37 of the complaint except admit that the Master Plan classifies certain State lands as Wild Forest and refer to page 31 of the Plan for its complete text, context, meaning, and legal effect.

38. Admit the allegations in ¶ 38 of the complaint except deny the reference to the term "however" in ¶ 38 and all allegations associated with the term.

39. Admit the allegations in ¶ 39 of the complaint.

40. Admit that the allegations in ¶ 40 of the complaint quote from Wild Forest Basic Guideline 1 on page 31 of the Master Plan: affirmatively state that Basic Guideline 1 must be

read together with all of the other Wild Forest guidelines; and refer to all of the Wild Forest guidelines for their complete text, context, meaning, and legal effect.

41. Admit that the allegations in ¶ 41 of the complaint quote from Wild Forest Recreational Use and Overuse Guideline 3 on page 36 of the Master Plan, and that the allegations in footnote 9 of ¶ 41 quote from Wilderness Management and Use Guideline 6 on page 20 of the Master Plan; affirmatively state that these guidelines must be read together with all of the other Wilderness and Wild Forest guidelines; and refer to all the Wilderness and Wild Forest guidelines for their complete text, context, meaning, and legal effect.

42. Admit that the allegations in ¶ 42 of the complaint partially quote from the definition of Wild Forest on page 31 of the Master Plan and refer to that entire definition for its complete text, context, meaning, and legal effect.

43. Admit that the allegations in ¶ 43 of the complaint partially quote from Wild Forest Basic Guideline 5 on page 32 of the Master Plan; affirmatively state that Basic Guideline 5 must be read in its entirety together with all of the other Wild Forest guidelines; and refer to all of the Wild Forest guidelines for their complete text, context, meaning, and legal effect.

44. Admit that the allegations in ¶ 44 of the complaint partially quote from Wild Forest Basic Guideline 4 on page 32 of the Master Plan; affirmatively state that Basic Guideline 4 must be read in its entirety together with all of the other Wild Forest guidelines; and refer to all of the Wild Forest guidelines for their complete text, context, meaning, and legal effect.

45. Deny the allegations in ¶ 45 of the complaint; affirmatively state that the Wild Forest Structures and Improvements guideline pertaining to snowmobile trails on page 33 of the

Master Plan must be read accurately, in its entirety, together with all of the other Wild Forest guidelines; and refer to the Wild Forest guidelines for an accurate reading of their complete text, and for their context, meaning, and legal effect.

46. Deny the allegations in ¶ 46 of the complaint except admit that the allegations purport to paraphrase that portion of the Wild Forest Snowmobile Trails guideline on page 35 of the Master Plan pertaining to “appropriate opportunities to improve the snowmobile trail system,” and refer to the entire guideline for an accurate reading of its complete text, and for its context, meaning, and legal effect.

47. Admit that the allegations in ¶ 47 of the complaint quote from Wild Forest Basic Guideline 8 on page 32 of the Master Plan, and that the allegations in footnote 10 of ¶ 47 quote from the definition of “improvement” on page 16 of the Master Plan; and refer to Guideline 8 and the definition of “improvement,” together with Wild Forest Basic Guideline 6, for an accurate reading of their complete text and for its context, meaning, and legal effect.

48. Admit that the allegations in ¶ 48 of the complaint partially quote from Wild Forest Basic Guideline 7 on page 32 of the Master Plan and affirmatively state that Basic Guideline 7 must be read in its entirety together with all of the other Wild Forest guidelines; and refer to all of the Wild Forest guidelines for their complete text, context, meaning, and legal effect.

Response to Allegations Concerning Unit Management Plans

49. Admit the allegations in ¶ 49 of the complaint except refer to Executive Law § 816 and pages 9-11 of the Master Plan for their complete text, context, meaning, and legal effect.

50. With respect to the allegations in ¶ 50 and footnote 11 of the complaint: (i) admit that the Moose River Plains Wild Forest, the Wilmington Wild Forest, and the Jessup River Wild Forest are at issue in this matter, (ii) deny having knowledge or information sufficient to form a belief as to the allegations with respect to the Fulton Chain Wild Forest, Blue Mountain Wild Forest, Sargent Ponds Wild Forest, and the Black River Wild Forest; and (iii) affirmatively state that the correct cite for the description of the "management units" on DEC's website is <http://www.dec.ny.gov/lands/67299.html>. The Agency and DEC further affirmatively state that the Supreme Court, Albany County, previously denied claims that amendments to the Jessup River UMP authorizing the construction or relocation of snowmobile trails within the Jessup River Wild Forest violated State Constitution Article XIV, § 1 and the Master Plan. *See Order and Judgment in Adirondack Council, Inc. v. Adirondack Park Agency and the Department of Environmental Conservation*, Supreme Court, Albany County Index No. 7991-10 (October 7, 2011), slip opinion attached hereto as Appendix A.

51. Admit the allegations in ¶ 51 of the complaint except refer to pages 51-117 of the Master Plan for their complete text, context, meaning, and legal effect.

52. Deny the allegations in ¶ 52 of the complaint except: (i) admit that Executive Law § 816 directs DEC to develop in consultation with the Agency UMPs for each unit of land under

its jurisdiction; and (ii) refer to Executive Law § 816(1) and pages 9-11 of the Master Plan for an accurate reading of their complete text and for their context, meaning, and legal effect.

53. Deny the allegations in ¶ 53 of the complaint except: (i) admit that, pursuant to Executive Law § 816(1), the Master Plan, and the memorandum of understanding between the Agency and DEC (Agency/DEC MOU), DEC is responsible for the initial development of a UMP, to be reviewed by the Agency for a determination whether the proposed UMP conforms to the Master Plan, followed by DEC's adoption of the UMP upon the Agency's determination of conformance; (iii) admit that the website reference to the Agency/DEC MOU is correct; and (iii) refer to Executive Law § 816(1), pages 9-11 of the Master Plan, and the Agency/DEC MOU for an accurate reading of their complete text and for their context, meaning, and legal effect.

54. Admit the allegations in ¶ 54 of the complaint except refer to Executive Law § 816(1) and page 9 of the Master Plan for their complete text, context, meaning, and legal effect.

55. Deny the allegations in ¶ 55 of the complaint and affirmatively state that it is the Agency's responsibility under Executive Law § 816(1), the Master Plan, and the Agency/DEC MOU, to determine whether a proposed UMP conforms to the Master Plan.

56. Admit the allegations in ¶ 56 of the complaint.

57. Deny the allegations in ¶ 57 of the complaint except admit that DEC complies with the State Environmental Quality Review Act (SEQRA) when it prepares a UMP.

58. Admit the allegations in ¶ 58 of the complaint except deny that the Agency approves a proposed UMP and affirmatively state that the Agency is responsible for determining whether a proposed UMP conforms to the Master Plan.

59. Deny the allegations in ¶ 59 of the complaint except: (i) refer to Executive Law § 816(1), the decision in *Adirondack Mountain Club v. Adirondack Park Agency*, and page 11 of the Master Plan for an accurate reading of their complete text and for their context, meaning, and legal effect; and (ii) affirmatively state that a UMP is essentially a planning document that governs DEC's management of a unit of land under its jurisdiction in accordance with the Master Plan, including the implementation of any improvements called for in the UMP to the extent that resources are available to do so.

Response to Allegations Describing the Adirondack Park Final Snowmobile Plan

60. Admit the allegations in ¶ 60 and footnote 13 of the complaint except refer to the Final Snowmobile Plan, for its complete text, context, meaning, and legal effect.

61. Admit the allegations in ¶ 61 of the complaint.

62. Deny the allegations in ¶ 61 of the complaint except admit that the Final Snowmobile Plan is a supplement to the 1989 Statewide Snowmobile Plan and is not a UMP, and that the Agency did not "approve" the Final Snowmobile Plan. The Agency and DEC affirmatively state that the Agency was involved in the development of the Final Snowmobile Plan pursuant to SEQRA but was not required to approve the Plan.

63. With respect to the allegations in ¶ 63 of the complaint: (i) admit the allegations in the first sentence; (ii) deny the allegations in the second sentence; and (iii) admit the allegations in the third sentence.

64. Deny the allegations in ¶ 64 of the complaint and affirmatively state that the Final Snowmobile Plan is a conceptual document; and refer to pages 4, 9, 41, and 185 of the Plan for their complete text, context, meaning, and legal effect.

65. Deny the allegations in ¶ 65 and footnote 14 of the complaint except: (i) admit that the Final Snowmobile Plan recommended a system of snowmobile Community Connector trails, referred to as Class III trails, having a maximum width of 9 feet except on curves and steep running slopes, where there may be a maximum width of 12 feet, and having a prepared surface as “provided for in DEC policy” as stated on page 50 of the Plan; and (ii) refer to pages 45-46, 49-50, and 52 of the Final Snowmobile Plan for an accurate reading of their complete text and for their context, meaning, and legal effect.

66. Deny the allegations in ¶ 66 of the complaint except refer to pages 51-57 of the Final Snowmobile Plan for an accurate reading of their complete text and for their context, meaning, and legal effect. and affirmatively state that the Final Snowmobile Plan recognized that the construction of a community connector trail must be proposed through the UMP process. *See* Final Snowmobile Plan, page 50.

67. Admit the allegations in ¶ 67 of the complaint only to the extent that the allegations list the “Community Connections Goals” set out on pages 45-46 of the Final Snowmobile Plan; refer to these pages for their complete text, context, meaning, and legal effect; deny the allegations pertaining to page 46 of the Master Plan and all other allegations in ¶ 67;

and affirmatively state that the Final Snowmobile Plan proposed that the construction of a community connector trail must be addressed through the Master Plan's "unit management plan" process. See Final Snowmobile Plan, page 50.

68. Deny the allegations in ¶ 68 of the complaint except refer to pages 45-48 of the Final Snowmobile Plan for an accurate reading of their complete text, and for their context, meaning, and legal effect; and affirmatively state that the proposed community connector trails will be located as much as possible on private lands and existing roads and trails on Forest Preserve lands, and only limited portions of these trails will be newly constructed on Forest Preserve lands.

Response to Allegations Describing "The Approved Class II Community

69. Deny the allegations in ¶ 69 of the complaint except: (i) admit that DEC has adopted UMPs for the Wild Forests listed in ¶ 69 after the Agency determined that the UMPs conformed to the Master Plan and state that, upon information and belief, the mileage of each trail listed in ¶ 69 is correct: (ii) affirmatively state that the correct cite for the UMPs on DEC's website is <http://www.dec.ny.gov/lands/67299.html>. DEC and the Agency further affirmatively state that the community connector trail proposed in the Wilmington Wild Forest is the Wilmington Trail, not the existing Cooper Kill snowmobile trail.

70. Deny the allegations in ¶ 70 of the complaint with respect to the "approval" of UMPs except admit that DEC adopts UMPs for the Wild Forests units after the Agency determines that the UMPs conform to the Master Plan and that the total mileage of community connector trails set forth in the UMPs referred to in ¶ 70 is correct. DEC and the Agency affirmatively state that: (i) the community connector trails set forth in the UMPs include both

new trails and existing trails that are being redesignated as community connector trails; and (ii) the allegations in ¶ 70 overlook 47 miles of existing interior snowmobile trails that DEC is discontinuing, including approximately 32 miles of existing interior trails in the Moose River Plains Wild Forest.

71. Deny the allegations in ¶ 71 and footnote 18 of the complaint except refer to page 52 of the Snowmobile Plan for an accurate reading of its text, and for its context, meaning, and legal effect.

72. Admit the allegations in ¶ 72 of the complaint only to the extent that DEC has completed or almost completed construction of community connector trails in the Moose River Plains, Wilmington, and Jessup River Wild Forests and is preparing to construct other community connector trails; affirmatively state that any challenge to the Jessup River Wild Forest UMP authorizing the construction of community connector trails in that unit is time-barred and barred by *stare decisis*, and deny all other allegations in ¶ 72.

73. Admit the allegations in ¶ 73 of the complaint.

74. Admit the allegations in ¶ 74 and footnote 19 of the complaint and affirmatively state that: (i) the statement of total mileage in ¶ 74 fails to take into account the 46 miles of interior snowmobile trails in the Moose River Plains Wild Forest, some of which DEC is redesignating as non-community connector snowmobile trails or as open to only non-motorized uses; and (ii) construction of the community connector trail in the Moose River Plains Wild Forest resulted in less environmental impact because it was shorter than the trail length proposed in the UMP.

75. Admit the allegations in ¶ 75 of the complaint.

76. Admit the allegations in ¶ 76 and footnote 20 of the complaint except; (i) refer to DEC Region 5 notices in the December 26, 2012 issue of the *Environmental Notice Bulletin* for its complete text, context, meaning, and legal effect; (ii) affirmatively state that the Gilmantown Trail will connect the Town of Wells with the Village of Speculator; and (iii) further affirmatively state that allegations concerning the approval of the Gilmantown snowmobile trail in the Jessup River Wild Forest UMP are untimely and barred by *stare decisis*.

77. Admit upon information and belief the allegations in ¶ 77 and affirmatively state that any allegations concerning the *approval* of the snowmobile trail referred to in these allegations are time-barred.

Response to Allegations Concerning the 2009 Adirondack Forest Preserve
Snowmobile Trail Management Guidance

78. Admit the allegations in ¶ 78 and footnote 21 of the complaint except: (i) affirmatively state that, in November 2009, the Agency determined that the 2009 Snowmobile Trail Guidance conformed to the Master Plan and the APA/DEC MOU; and refer to the 2009 Snowmobile Trail Guidance for its complete text, context, meaning, and legal effect.

79. Admit that the allegations in ¶ 79 of the complaint quote from page 4 of the 2009 Snowmobile Trail Guidance and refer to that page for its complete text, context, meaning, and legal effect.

80. Deny the allegations in ¶ 80 of the complaint except refer to pages 9-13 of the 2009 Snowmobile Trail Guidance for an accurate reading of their complete text, and for their context, meaning, and legal effect.

Response to First Cause of Action Pursuant to Constitution Article 14

81. Replead to the allegations in ¶ 81 of the complaint as previously pled.

Response to Claim that the Proposed Community Connector Snowmobile Trails Require an Unconstitutional Level of Tree Cutting in the Forest Preserve

82. Deny the allegations in ¶ 82 of the complaint.

83. Admit the allegations in ¶ 83 and footnote 22 of the complaint only to the extent that State Constitution Article XIV, § 1 prohibits the cutting of a substantial or material amount of timber on Forest Preserve lands; refer to Article XIV, § 1, and the decisions in *MacDonald* and *Balsam Lake Anglers Club* for their complete text, context, meaning, and legal effect; and deny all other allegations in ¶ 83.

84. Admit the allegations in ¶ 84 of the complaint only to the extent that the construction of the Class II Community Connector Trails has involved a limited and insubstantial amount of tree cutting and deny all other allegations in ¶ 84.

85. Deny the allegations in ¶ 85 of the complaint except: (i) admit that 1,924 live trees three inches or more in diameter at breast height (“dbh”)² were cut in the construction of the 11.9-mile Seventh Lake Mountain Trail in the Moose River Wild Forest, an average of one tree per 32.66 feet or 161.6 trees per mile; and (ii) the cutting maintained the forest canopy over the

²“DBH” refers to the diameter of tree measured 4 ½ feet from the ground surface.

trail, thus the wild forest character of the trail, because 76% of the 1,924 trees were five or less inches dbh; 87% of the trees were under 6 inches dbh; and 90% of the trees were under 7 inches dbh.

86. Deny the allegations in ¶ 86 of the complaint except admit that DEC has cut 127 trees three inches or more dbh over a distance of 2.4 miles for the Gilmantown Trail; and affirmatively state that: (i) tree cutting is now complete; and (ii) the number of trees cut is neither a substantial nor material amount.

87. Deny the allegations in ¶ 87 of the complaint except admit that DEC cut 398 trees three inches or more dbh over a distance of 3.0 miles of the new Wilmington Snowmobile Trail (incorrectly referred to as the Cooper Kill or Cooper Kiln snowmobile trail); affirmatively state that all of the tree cutting for the Wilmington Trail has been completed except for 60 additional trees remain to be cut for the construction of proposed re-routed portions of the Trail; and deny any and all other allegations in ¶ 87.

88. Deny the allegations in ¶ 88 of the complaint, and affirmatively state that actual total number of trees cut or to be cut for the trails is less than the total estimated number.

89. Deny the allegations in ¶ 89 of the complaint.

90. Deny the allegations in ¶ 90 of the complaint.

91. Deny the allegations in ¶ 91 of the complaint and affirmatively state that the allegations' conclusion that 8,233 trees 3 inches dbh have been or will be cut is speculative.

92. Deny the allegations in ¶ 92 and footnote 18 of the complaint except refer to page 52 of the Final Snowmobile Plan and page 10 of the 2009 Snowmobile Trail Guidance for their full text, context, meaning, and legal effect, and affirmatively state that the cutting of only trees 3 inches or more dbh is of constitutional concern. See *MacDonald*, 228 A.D. at 76; *Matter of Balsam Lake*, 199 A.D.2d at 853-854.

93. With respect to ¶ 93 and footnote 23 of the complaint: (i) admit that the Master Plan describes 27 of the State land units classified as Wild Forest and refer to pages 92-104 of the Master Plan for the complete text of these descriptions and their context, meaning, and legal effect; (ii) admit that 19 of the Wild Forest units have approved UMPs and at least 8 of these units have approved community connector trails in them; (iii) plead to the allegations in ¶ 69 of the complaint as previously pled; (iv) affirmatively state that the correct cite for the UMPs on DEC's website is <http://www.dec.ny.gov/lands/67299.html>; and (v) and deny all other allegations in ¶ 93.

94. Deny the allegations in ¶ 94 of the complaint except: (i) plead to the allegations in ¶¶ 67-68 of the complaint as previously pled; (ii) admit that 9 of the Wild Forest units described in the Master Plan do not yet have approved UMPs; (iii) admit that among the goals of the Final Snowmobile Plan is the construction of additional community connector trails except refer to page 46 of the Final Snowmobile Plan for its complete text, context, meaning, and legal effect; and (iv) affirmatively state that among the goals of the Final Snowmobile Plan is the closure of snowmobile trails in the interior of units classified as Wild Forest by the Master Plan.

95. Admit the allegations in ¶ 95 of the complaint only to the extent that DEC is in the process of reviewing older UMPs for consideration of whether existing snowmobile trails,

previously unclassified, should be reclassified as Class I trails, or whether other snowmobile trails should be closed; and deny any and all other allegations in ¶ 95.

96. Deny the allegations in ¶ 96 of the complaint and affirmatively state that the allegations are not ripe for judicial consideration.

97. Deny the allegations in ¶ 97 of the complaint.

Response to Claim that the Proposed Class II Community Connector Snowmobile Trails Are not Consistent with Preserving the Wild Forest Nature of the Forest Preserve

98. Deny the allegations in ¶ 98 of the complaint except: (i) refer to State Constitution Article XIV, § 1, for its complete text, context, meaning, and legal effect; and (ii) affirmatively state that the construction of the community connector trails at issue did not involve "extensive land clearing and heavy construction" and is not inconsistent with the wild forest nature of the Forest Preserve.

99. Deny the allegations in ¶ 99 of the complaint and restate the affirmative statements in ¶ 98 above.

100. Admit the allegations in ¶ 100 of the complaint only to the extent that DEC has completed the construction of the Seventh Lake Mountain trail in the Moose River Plains Wild Forest as a snowmobile trail; affirmatively state that the Seventh Lake Mountain Trail is a multiple use trail that is now mostly open to hiking and mountain biking in the spring, summer, and fall months of the year and is fully open for snowmobiling and other winter sports when there is sufficient snow cover; and deny all other allegations in ¶ 100.

101. Deny the allegations in ¶ 101 of the complaint except admit that the construction of the Seventh Lake Mountain trail complied with the Master Plan, Moose River Plains UMP, the 2009 Snowmobile Trail Guidance, and DEC's rules and regulations.

102. The allegations in ¶ 102 of the complaint constitute a legal conclusion and require no response; to the extent a response is required, deny the allegations.

103. Deny the allegations in ¶ 103 of the complaint except: (i) refer to page 50 of the Final Snowmobile Plan and pages 9-13 of the 2009 Snowmobile Trail Guidance for their complete text, context, meaning, and legal effect; and (ii) affirmatively state that the Seventh Lake Mountain Lake trail was constructed in compliance with the 2009 Snowmobile Trail Guidance.

104. Deny the allegations in ¶ 104 of the complaint except refer to the trail dimensions set forth in 2009 Snowmobile Trail Guidance for an accurate reading of their complete text and for their context, meaning, and legal effect.

105. Deny the allegations in ¶ 105 of the complaint except refer to the trail dimensions set forth in 2009 Snowmobile Trail Guidance for an accurate reading of their complete text and for their context, meaning, and legal effect.

106. Deny the allegations in ¶ 106 of the complaint except admit that short bench cuts were made along side slopes, some rocks were removed or armored, some hummocks were lowered, and one bedrock ledge was reduced in height by one foot, as detailed in the work plan and plan modifications for the Seventh Lake Mountain Trail.

107. Deny the allegations in ¶ 107 of the petition and affirmatively state that, when the Seventh Lake Mountain Trail is finally completed, any ruts created during the construction of the trail will have been remediated, and the trail will blend with the wild forest character of the Forest Preserve lands that the trail crosses.

108. Deny the allegations in ¶ 108 of the complaint except admit that bridges were built on the Seventh Lake Mountain Lake trail and affirmatively state that: (i) the bridges were constructed in accordance with the December 2006 APA/DEC Standard Snowmobile Trail Bridge Design Guidance; and (ii) trail markers on hiking trails in Wilderness, Primitive, Canoe, and Wild Forest areas are also made of reflective material.

109. Deny the allegations in ¶ 109 of the complaint.

110. Deny the allegations in ¶ 110 of the complaint and affirmatively state that the allegations regarding community connector trails in the planning stages are not ripe for adjudication.

111. Deny the allegations in ¶ 111 of the complaint.

Response to Allegations that the Proposed Community Connector Snowmobile Trails Are an Artificial Man-Made Setting that is not Permissible in the Forest Preserve

112. Deny the allegations in ¶ 112 and footnote 25 of the complaint except refer to State Constitution Article XIV, § 1, and *MacDonald*, 228 A.D. 82 and 253 N.Y. at 241-242 for their complete text context, meaning, and legal effect.

113. Deny the allegations in ¶ 113 of the complaint except accept admit that the trails will be groomed and otherwise maintained and affirmatively state that the grooming is necessary

to ensure that the trails are safe to use and to protect the immediate environs of the trails from environmental damage.

114. Deny the allegations in ¶ 114 and footnote 26 of the complaint except refer to pages 8, 17, 20, 21, and 23 of *Snowmobile Trail Groomer Operator Training*, 2007, for their complete text, context, meaning, and legal effect.

115. Deny the allegations in ¶ 115 of the complaint except refer to the term "sport" as stated on pages 105, 195, and 214 of the Final Snowmobile Plan for an accurate reference to the term's context, meaning, and legal effect.

116. Deny the allegations in ¶ 116 of the complaint except: (i) refer to State Constitution Article XIV, § 1, for its complete text, context, meaning, and legal effect; and (ii) affirmatively state that the Court of Appeals in *MacDonald* modified the Third Department's blanket prohibition of all artificial or man-made settings for sports on Forest Preserve lands by recognizing that a reasonable amount of tree removal to open Forest Preserve lands to public use would be allowable as long as the lands are preserved as "wild forest lands." See *MacDonald*, 253 N.Y. at 240-241; see also *Balsam Lake*, 199 A.D.2d at 853.

Response to Allegations that the Class II Community
Connector Snowmobile Trails are Unconstitutional

117. Deny the allegations in ¶ 117 of the complaint except refer to State Constitution Article XIV, § 1 for its complete text, context, meaning, and legal effect.

118. Deny the allegations in ¶ 118 of the complaint except refer to State Constitution Article XIV, § 5 for its complete text, context, meaning, and legal effect.

Response to the Second Cause of Action Pursuant to CPLR Article 78

119. Replead to the allegations in ¶ 119 of the complaint as previously pled.

120. Deny the allegations in ¶ 120 of the complaint except refer to the Master Plan management and use guidelines concerning snowmobile trails for an accurate reading of their complete text, and for their context, meaning, and legal effect and affirmatively state that the allegations are untimely as stated in Objection in Point of Law B.

121. Deny the allegations in ¶ 121 and footnote 27 of the complaint except: (i) admit that DEC issued “temporary revocable permits” (TRPs) to the towns listed in that paragraph on December 17, 2012 and January 2, 2013; (ii) the website referenced in footnote 27 is correct; and (iii) refer to the TRPs for their complete text, context, meaning, and legal effect.

122. Admit the allegations in ¶ 122 of the complaint only to the extent that DEC has issued other TRPs to other local governments and has entered into “adopt a natural resource” (AANR) agreements with snowmobile clubs to maintain snowmobile trails, including the grooming of these trails, and deny any and all other allegations in ¶ 122.

123. Deny the allegations in ¶ 123 of the complaint and affirmatively allege that the types of grooming equipment authorized in the TRPs and AANR agreements are not prohibited by the Master Plan and comply with the 2009 Snowmobile Trail Guidance.

124. Deny the allegations in ¶ 124 of the complaint and affirmatively state that the allegations are untimely as stated in Objection in Point of Law B.

125. Deny having knowledge or information sufficient to form a belief as to the allegations in ¶ 125 of the complaint except admit that many trails in Wild Forest areas may be designated for use as snowmobile trails.

126. Deny the allegations in ¶ 126 of the complaint and affirmatively state that the grooming of snow on the snowmobiles trails is necessary to maintain the trails in a safe condition and to protect the immediate environs of the trails from environmental damage.

127. Admit the allegations in ¶ 127 of the complaint.

128. Deny the allegations in ¶ 128 of the complaint and affirmatively state that the grooming of the snowmobile trails must be undertaken in compliance with the 2009 Snowmobile Trail Guidance.

129. Deny the allegations in ¶ 129 of the complaint except: (i) replead to the allegations in ¶ 114 and footnote 26 of the complaint as previously pled; and (ii) refer to pages 8, 17, 20, 21, and 23 of *Snowmobile Trail Groomer Operator Training, 2007*, for their complete text, context, meaning, and legal effect.

130. Deny the allegations in ¶ 130 of the complaint except refer to pages 22-23 and 33-34 of the Master Plan for an accurate reading of their complete text, and for their context, meaning, and legal effect.

131. Deny the allegations in ¶ 131 of the complaint except: (i) replead to the allegations in ¶ 30 of the complaint as previously pled; and refer to pages 16-17 of the Master Plan for an accurate reading of their complete text, and for their context, meaning, and legal effect.

132. Admit the allegations in ¶ 132 of the complaint except refer to page 35 of the Master Plan for its complete text, context, meaning, and legal effect.

133. Deny the allegations in ¶ 133 of the complaint except refer to pages 34-35 of the Master Plan for an accurate reading of their complete text, and for their context, meaning, and legal effect.

134. Deny the allegations in ¶ 134 of the complaint and affirmatively state that the allegations are untimely as stated in Objection in Point of Law B.

135. Admit the allegations in ¶ 135 of the complaint only to the extent that snowmobiles are allowed on trails designated for snowmobile use and that snowmobiles may be used for trail grooming, and deny any and all other allegations in ¶ 135..

136. Deny the allegations in ¶ 136 of the complaint.

137. Deny the allegations in ¶ 137 of the complaint except refer to pages 22-23 and 33-34 of the Master Plan for an accurate reading of their complete text, and for their context, meaning, and legal effect; and affirmatively state that the allegations are untimely as stated in Objection in Point of Law B.

138. Admit that the allegations in ¶ 138 of the complaint partially quote from Wild Forest "Motor Vehicles, motorized equipment aircraft" Guideline No. 2(a) on page 33 of the Master Plan; refer to the guideline for its complete text, context, meaning, and legal effect; and deny any and all allegations in ¶ 138 associated with the reference to the term "likewise."

139. Deny the allegations in ¶ 139 of the complaint and affirmatively state that the allegations are untimely as stated in Objection in Point of Law B.

140. Deny the allegations in ¶ 140 of the complaint except refer to the Master Plan's management and use guidelines concerning snowmobile trails for an accurate reading of their complete text, and for their context, meaning, and legal effect.

141. Deny the allegations in ¶ 141 of the complaint except refer to page 16 of the Master Plan for an accurate reading of its complete text, and for its context, meaning, and legal effect.

142. Deny the allegations in ¶ 142 of the complaint.

143. Deny the allegations ¶ 143 and footnote 29 of the complaint except refer to pages 21, 32, 34, and 37 of the Master Plan for their complete text, context, meaning, and legal effect; and affirmatively state that the allegations are untimely as stated in Objection in Point of Law B.

144. Deny the allegations in ¶ 144 of the complaint except refer to page 16 of the Master Plan for its complete text, context, meaning, and legal effect.

145. Deny the allegations in ¶ 145 of the complaint except admit that the allegations partially quote from Wild Forest "Motor Vehicles, motorized equipment aircraft" Guideline No. 2(a) on page 33 of the Master Plan; refer to the guideline for its complete text, context, meaning, and legal effect; and affirmatively state that the allegations are untimely as stated in Objection in Point of Law B.

146. Deny the allegations in ¶ 146 of the complaint except refer to the Master Plan's management and use guidelines concerning "maintenance" of trails and "grooming" of snowmobile trails for an accurate reading of their complete text, and for their context, meaning, and legal effect.

147. Admit that the allegations in ¶ 147 of the complaint only to the extent that the allegations quote from the definition of "motorized equipment" on page 17 of the Master, refer to that definition for its complete text, context, meaning, and legal effect, and deny any and all other allegations in ¶ 147.

148. Deny the allegations in ¶ 148 except admit that groomers that can be pulled behind a motor vehicle can be classified as "motorized equipment" and affirmatively state that Wild Forest "Motor vehicle, motorized equipment and aircraft" Guideline 2(c) allows snowmobiles to use motorized equipment for grooming on DEC-designated snowmobile trails.

149. Deny the allegations in ¶ 149 of the complaint except refer to pages 33-34 of the Master Plan for an accurate reading of their complete text, and for their context, meaning, and legal effect.

150. Deny the allegations in ¶ 150 of the complaint and affirmatively state that: (i) Wild Forest "Motor vehicle, motorized equipment and aircraft" Guidelines 2(a) and 2(c) allow snowmobiles to use motorized equipment for grooming on DEC-designated snowmobile trails; and (ii) the allegations are untimely as stated in Objection in Point of Law B.

151. Deny the allegations in ¶ 151 of the complaint except: (i) refer to pages 33-34 of the Master Plan for an accurate reading of their complete text, and for their context, meaning,

and legal effect; and (ii) affirmatively state that Wild Forest "Motor vehicle, motorized equipment and aircraft" Guidelines 2(a) and 2(c) allow snowmobiles to use motorized equipment for grooming on DEC-designated snowmobile trails.

152. Deny the allegations in ¶ 152 of the complaint except: (i) replead to the allegations in ¶ 121 of the complaint as previously pled; (ii) admit that DEC issues TRPs to towns; and (iii) refer to the TRPs for an accurate reading of their complete text, context, meaning, and legal effect.

153. Deny the allegations in ¶ 153 of the complaint except: (i) admit that DEC issues TRPs to towns; and (ii) refer to the TRPs for an accurate reading of their complete text, context, meaning, and legal effect.

154. Deny the allegations in ¶ 154 of the complaint and (ii) affirmatively state that Wild Forest "Motor vehicle, motorized equipment and aircraft" Guideline 2(a) and 2(c) allow snowmobiles to use motorized equipment for grooming on DEC-designated snowmobile trails; and further affirmatively state that the allegations are untimely as stated in Objection in Point of Law B.

155. Deny the allegations in ¶ 155 of the complaint.

156. Deny the allegations in ¶ 156 of the complaint except refer to the TRPs referenced in ¶ 156 for their complete text, context, meaning, and legal effect.

157. Deny the allegations in ¶ 157 except: (i) admit that DEC has not yet adopted a UMP for the Sargent Pond Wild Forest; (ii) refer to TRP No. 7057 issued to the Town of Long

Lake and the other TRPs referenced in ¶ 157 for their complete text, context, meaning, and legal effect.

158. Deny the allegations in ¶ 158 of the complaint.

159. Deny the allegations in ¶ 159 and footnote 30 of the complaint except: (i) refer to pages 3, 111, and 141 of the draft snowmobile plan for an accurate reading of their complete text, and for their context, meaning, and legal effect; and affirmatively state that the statement recommending that the Master Plan be amended was not included in the Final Snowmobile Plan and thus is entirely irrelevant and without any legal effect.

160. Admit the allegations in ¶ 160 of the complaint only to the extent that the Master Plan was not amended, deny and all other allegations in ¶ 160, and affirmatively state that no amendment of the Master Plan was required.

161. Admit the allegations in ¶ 161 only to the extent that actions by the Agency and DEC must conform to the Master Plan; refer to the decision in *Adirondack Council, Inc. v. Adirondack Park Agency*, Sup. Court, (Essex Co. August 18, 1988) for its complete text, context, meaning and legal effect; and deny any and all other allegations in ¶ 161.

162. Deny the allegations in ¶ 162 of the complaint except refer to pages 3-4, 10-11, and 22 of the Final Snowmobile Plan for an accurate reading of their complete text, and for their context, meaning, and legal effect.

163. Deny the allegations in ¶ 163 of the complaint except refer to pages 44-45, 50, 58-59, 61-62, 64 and 230 of the Final Snowmobile Plan for an accurate reading of their complete text, and for their context, meaning, and legal effect.

164. Deny the allegations in ¶ 164 of the complaint except refer to pages 58 and 63 of the Final Snowmobile Plan for an accurate reading of their complete text, and for their context, meaning, and legal effect.

165. Deny the allegations in ¶ 165 of the complaint except refer to pages 15-16 of the 2009 Snowmobile Trail Guidance for an accurate reading of their complete text, and for their context, meaning, and legal effect; and affirmatively state that the allegations are untimely as stated in Objection in Point of Law B.

166. Deny the allegations in ¶ 166 of the complaint except refer to page 33 of the Master Plan for an accurate reading of its complete text, and for its context, meaning, and legal effect.

167. Deny the allegations in ¶ 167 of the complaint except refer to pages 61-63 of the Final Snowmobile Plan for an accurate reading of their complete text, and for their context, meaning, and legal effect.

168. Deny the allegations in ¶ 168 and footnote 32 of the complaint except refer to the Master Plan's management and use guidelines, and the decision in *Adirondack Council, Inc. v. Adirondack Park Agency*, Sup. Court, (Essex Co. August 18, 1988), for their complete text, context, meaning, and legal effect.

169. Deny the allegations in ¶ 169 of the complaint and affirmatively state that the allegations are untimely as stated in Objection in Point of Law B.

Response to Third Cause of Action Pursuant to CPLR Article 78

170. Replead to the allegations in ¶ 170 of the complaint as previously pled.

171. Admit the allegations in ¶ 171 of the complaint except refer to State Constitution Article XIV, § 1 and Environmental Conservation Law (ECL) §§ 3-0301(1)(d) and 9-0903(1) for their complete text, context, meaning, and legal effect.

172. Admit the allegations in ¶ 172 of the complaint except refer to ECL § 3-0301(1)(d) for its complete text, context, meaning, and legal effect.

173. Deny the allegations in ¶ 173 of the complaint except: (i) refer to ECL §§ 9-0903(1) and 9-0903(3) for their complete text, context, meaning, and (ii) refer to ECL §§ 9-0105(1) and 9-0105(3) for an accurate statement of DEC's authority to administer Forest Preserve and other lands under its jurisdiction.

174. Admit the allegations in ¶ 174 of the complaint except refer to 6 N.Y.C.R.R. § 196.1 for its complete text, context, meaning, and legal effect.

175. Deny the allegations in ¶ 175 of the complaint except refer to 6 N.Y.C.R.R. § 196.1(b) and (c) for their complete text, context, meaning, and legal effect; affirmatively state that these provisions do not apply to the State or its agents acting pursuant to a duly issued TRP or an AANR; and further affirmatively state that the allegations are untimely as stated in Objection in Point of Law C.

176. Deny the allegations in ¶ 176 of the complaint and affirmatively state that DEC had designated some of the roads under its jurisdiction as snowmobile trails.

177. Deny the allegations in ¶ 177 of the complaint and restate the affirmative statement in ¶ 175.

178. Admit the allegations in ¶ 178 of the complaint except: (i) deny the allegations associated with the term "however" in that paragraph; and (ii) refer to 6 N.Y.C.R.R. § 196.2(a) for its complete text, context, meaning, and legal effect.

179. Admit the allegations in ¶ 152 of the complaint only to the extent that the allegations quote from 6 N.Y.C.R.R. § 190.0(b)(8); refer to that section and also 6 N.Y.C.R.R. Part 190 in its entirety for their complete text, context, meaning, and legal effect; and deny any and all other allegations.

180. Admit the allegations in ¶ 180 of the complaint only to the extent that a "snowcat" is a type of "motor vehicle" that is used for grooming snowmobile trails and deny having knowledge or information sufficient to form a belief as to all other allegations in ¶ 180.

181. Admit the allegations in ¶ 181 of the complaint only to the extent that the definition of "motor vehicle" in 6 N.Y.C.R.R. § 190.0(b)(8) includes "snowcat" and excludes "snowmobile;" (ii) refer to that section for its complete text, context, meaning, and legal effect; and deny any and all other allegations in ¶ 181.

182. Deny the allegations in ¶ 182 and footnote 34 of the complaint except refer to 6 N.Y.C.R.R. Part 196 in general and § 196.1 in particular for their complete text, context, meaning, and legal effect.

183. Deny the allegations in ¶ 183 of the complaint except refer to 6 N.Y.C.R.R. § 196.1(a) for its complete text, context, meaning, and legal effect and affirmatively state that the allegations are untimely as stated in Objection in Point of Law C.

184. Deny the allegations in ¶ 184 of the complaint and affirmatively state that the allegations are untimely as stated in Objection in Point of Law C.

RETURN

185. DEC and the Agency certify that the exhibits listed in Appendix A hereto constitute the return in this matter.

WHEREFORE, the DEC and the Agency request an order and judgment:

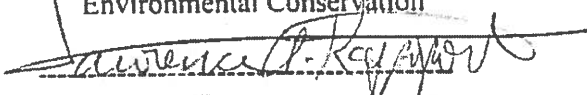
- I. Declaring that the construction of the Seventh Lake Mountain, Wilmington, and Gilmantown community connectors trails did not violate State Constitution, Article XIV, § 1;
- II. Dismissing the second and third Article 78 causes of action of the complaint-petition;
- III. Denying Protect's request for costs, disbursements, and C.P.L.R. Article 86 counsel fees and expenses; and

IV. Granting such other and further relief that the Court may find to be just and equitable, together with costs and disbursements.

Dated: September 25, 2013

ERIC T. SCHNEIDERMAN
Attorney General of the State of New York
Attorney for Adirondack Park Agency and
New York State Department of
Environmental Conservation

By:


Lawrence A. Rappoport
Associate Attorney
The Capitol
Albany, New York 12224

To: John W. Caffry, Esq
Caffry & Flower
100 Bay Street
Glens Falls, New York 12801

STATE OF NEW YORK:

: ss.:

COUNTY OF ALBANY :

KENNETH R. HAMM, being duly sworn, deposes and says:

I am Associate Attorney in the Office of Counsel of respondent New York State Department of Environmental Conservation ("DEC"), a respondent in this action-proceeding.

I am acquainted with the facts and circumstances of this matter on the basis of my personal communications with various employees of DEC and the Adirondack Park Agency, and on the basis of an examination of pertinent DEC and Agency records.

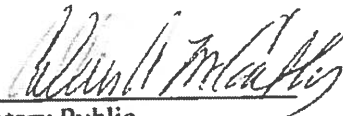
I have read the foregoing answer and objections in point of law, and know the contents thereof; the same is true to my own knowledge except as to the matters therein stated to be alleged on information and belief and, as to those matters, I believe them to be true.

This verification is made pursuant to the provisions of CPLR 3020(d)(2).


KENNETH R. HAMM

Sworn to before me this

24th day of September, 2013.


Notary Public

COLLEEN A. McCARTHY
Notary Public, State of New York
Qualified in Albany County
No. 02MC5046480
Commission Expires July 17, 2017

STATE OF NEW YORK:

: ss.:

COUNTY OF ESSEX :

JAMES T. TOWNSEND, being duly sworn, deposes and says:

I am Counsel to the Adirondack Park Agency, a respondent in this action-proceeding.

I am acquainted with the facts and circumstances of this matter on the basis of my personal communications with various employees of the Adirondack Park Agency and respondent New York State Department of Environmental Conservation ("DEC"), and on the basis of an examination of pertinent Agency and DEC records.

I have read the foregoing answer and affirmative defenses, and know the contents thereof; the same is true to my own knowledge except as to the matters therein stated to be alleged on information and belief and, as to those matters, I believe them to be true.

This verification is made pursuant to the provisions of CPLR 3020(d)(2).



JAMES T. TOWNSEND

Sworn to before me this

24th day of September, 2013.



Notary Public

MARY B. PALMER
Notary Public - State of New York
Qualified in Franklin County
No. 01PA6128439
Commission Expires June 13, 20 17

APPENDIX A