

**VILLAGE OF SARANAC LAKE BOARD OF TRUSTEES  
39 MAIN STREET SARANAC LAKE NY  
MEETING AGENDA 5:30 PM  
Monday, August 12, 2024**

**This meeting will be held in the Village Board Room and may be viewed through ZOOM  
Enter at the side door of the building, 39 Main Street**

**Join Zoom Meeting**

<https://us02web.zoom.us/j/86297799451?pwd=Q3Fnb3N0UGw4U0NDcTF0WHh2b2pkQT09>

**Meeting ID: 862 9779 9451**

**Passcode: 737970**

**CALL TO ORDER    PLEDGE OF ALLEGIANCE**

**ROLL CALL:**

**AUDITING:**

- a. Pay Vouchers
- b. Approve Minutes from 7-22-2024

**PUBLIC COMMENT:**

**ITEMS FOR BOARD ACTION**

<b>BILL</b>	<b>117</b>	<b>2024</b>	Resolution to approve the acceptance of Smart Growth Grant for Lake Flower Project
<b>BILL</b>	<b>118</b>	<b>2024</b>	Resolution authorizing the Village to contract with Suozzo, Doty, and Associates for Lake Flower Ave Smart Growth Grant and approve funding source for match portion
<b>BILL</b>	<b>119</b>	<b>2024</b>	Authorize Travel and Training for Community Development Department overnight travel to NYCOM Fall Training School
<b>BILL</b>	<b>120</b>	<b>2024</b>	Approve funding for Rail Trail Crossing Signage
<b>BILL</b>	<b>121</b>	<b>2024</b>	Resolution establishing policies and procedures for the Village of Saranac Lake Revolving Loan Fund
<b>BILL</b>	<b>122</b>	<b>2024</b>	Authorize overnight travel for Village Manager and Head Mechanic for inspection of new Aerial Platform Fire Truck
<b>BILL</b>	<b>123</b>	<b>2024</b>	Resolution authorizing the acceptance of the ADK quad-county statewide community regrant for \$4500 to support Music on the Green 2024 Concert Series
<b>BILL</b>	<b>124</b>	<b>2024</b>	Waive Residency Requirements for Deputy Clerk/Treasurer Position
<b>BILL</b>	<b>125</b>	<b>2024</b>	Authorize Village Manager to execute Hot House Lease renewal
<b>BILL</b>	<b>126</b>	<b>2024</b>	Resolution to approve the acceptance of Smart Growth Grant for the Pendragon Theater Project
<b>BILL</b>	<b>127</b>	<b>2024</b>	Resolution to authorize a contract with Suozzo, Doty, and Associates (SDA) for Mount Pisgah Water Withdrawal DEC Permit Application
<b>BILL</b>	<b>128</b>	<b>2024</b>	Appoint ex-officio Member Aurora White to the Saranac Lake Local Development Corporation (SLLDC)
<b>BILL</b>	<b>129</b>	<b>2024</b>	Authorize the Village Manager to approve a contract with Plan2Scan for a 3D scan of existing facility at 33 Petrova

**WORK SESSION: Advisory Boards and Committees**

**OLD BUSINESS:**

**NEW BUSINESS:**

**PUBLIC COMMENT:**

**MOTION TO ADJOURN**

## **PUBLIC COMMENT**

### **PERIOD OF MEETINGS**

1. Anyone may speak to the Village Board of Trustees during the public comment periods of a public hearing or the public comment periods of the meeting.
2. As a courtesy, we ask those participating in public comment to introduce themselves.
3. Individual public comment is limited to **5 minutes** and may be shortened by the meeting chairperson if not respectful and productive in manner.
4. When a meeting is attended by a group of people who share the same or opposing views on a public comment topic, the chair may require that the group(s) designate not more than two spokespersons and limit the total time public comment to 5 minutes for each point of view or side of an issue.
5. Individual time may not be assigned/given to another.
6. A public hearing is meant to encourage comment and the expression of opinion, not a direct debate, nor should a commenter be intimidated by a village board member. Should a village response be asked, The Village Board of Trustees may offer explanation or information to the public at that time. They also reserve the right to request the individual leave contact information with the Clerk to receive a more researched answer at a later time.
7. Individuals requesting response from the village board, not offered during the meeting, will be contacted by phone, email, letter, or request for in-person meeting.
8. All remarks shall be addressed to the board as a body and not to any individual member thereof.
9. Interested parties or their representatives may address the board at any time by written or electronic communications.
10. Speakers shall observe the commonly accepted rules of courtesy, decorum, dignity and good taste.
11. Village Board members are offered a 5-minute grace period for meeting start. If board member is more than 5 minutes late to the meeting, they will forfeit their right to participate and vote during the meeting.
12. While electronic devices are necessary for viewing documents and time keeping, as a courtesy to the public and fellow board members, Village Board Members must refrain from texting, e-mailing, and instant messaging during Board Meetings, except in the case of family emergencies.

Please note- During the course of regular business, discussion and commentary is limited to board members and village staff only. We ask for this courtesy, for the board and staff to conduct their business and discussion without interruption. All village board members and staff are available after the conclusion of a meeting for one on one discussion.

**VILLAGE BOARD REGULAR MEETING**

Monday, July 22, 2024

Regular Meeting began at 5:30 PM and ended at 7:15 PM

Meeting was held in person in the Village Board Room and was also available on zoom

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL FOR REGULAR MEETING:** Present, Mayor James Williams  
Trustees: Present, Trustee Brunette, Trustee Ryan, Trustee Scollin, and Trustee White.  
Staff also Present: Village Manager Bachana Tsiklauri and Village Clerk Amanda Hopf.

**VILLAGE VOICES:** Kirk Sullivan-Saranac Lake Arts and Culture Advisory Board

**SPECIAL GUEST:** Amy Catania-Quezon Day Street Fair

**AUDITING:**

Chair Mayor Williams called for a motion to approve payment for the 2025 Budget \$497389.54 batch number 07222024. Complete detail of these vouchers is attached and made part of these minutes.

Motion: White Second: Scollin

Roll Call: Brunette yes; Ryan yes; Scollin; yes; White yes; Williams yes.

**APPROVAL OF MINUTES:**

Chair Mayor Williams called for a motion to approve these minutes

Motion: Ryan Second: White

Roll Call: Brunette yes; Ryan yes; Scollin; yes; White yes; Williams yes.

**CORRESPONDENCE**

Chair Mayor Williams called for a motion to accept and place on file

Motion: Ryan Second: Scollin

Roll Call: Brunette yes; Ryan yes; Scollin; yes; White yes; Williams yes.

**PUBLIC COMMENT:**

Jerry Michael in support of Bill 113-2024

Rich Shapiro Public Safety Building and need for independent evaluation of existing EMS building, SEQR independent party for 33 Petrova, agenda correspondence, 400 Broadway status, and Workplace Violence Investigative Report

Ben Douglas on Feasibility of proposed size of EMS facilities

Paul-Wendel Contract, Trustee Brunettes Facebook post, feels the board is rushing the EMS building project

Lindy Ellis on identifying the necessary size of EMS Building

Elizabeth Kochar Trustee Brunettes proposal of 33 Petrova

Doug Haney honesty and responsibility of the Board

Joy Cranker disappointment in the Board and urged rescinding Wendel Contract

**ITEMS FOR BOARD ACTION:**

**Bill 107-2024 Quezon Day Proclamation**

A copy of the bill is attached and made part of these minutes

Chair Mayor Williams call for a motion

Motion: White Second: Brunette

Roll Call: Brunette yes; Ryan yes; Scollin; yes; White yes; Williams yes.

**Bill 108-2024 SEQR Type II Declaration for 1-3 Main Street Waterway restoration CFA grant application**

A copy of the bill is attached and made part of these minutes

Chair Mayor Williams call for a motion

Motion: Scollin Second: Ryan

Roll Call: Brunette yes; Ryan yes; Scollin; yes; White yes; Williams yes.

**Bill 109-2024 Resolution approving the submission of CFA grant application for 1-3 Main Street Waterway restoration**

A copy of the bill is attached and made part of these minutes

Chair Mayor Williams call for a motion

Motion: Ryan Second: Scollin

Roll Call: Brunette yes; Ryan yes; Scollin; yes; White yes; Williams yes.

**Bill 110-2024 Decm Equipment Surplus**

A copy of the bill is attached and made part of these minutes

Chair Mayor Williams call for a motion

Motion: Ryan Second: White

Roll Call: Brunette yes; Ryan yes; Scollin; yes; White yes; Williams yes.

**Bill 111-2024 Resolution authorizing budgetary adjustment for Ampersand Ave Reconstruction Project**

A copy of the bill is attached and made part of these minutes

Chair Mayor Williams call for a motion

Motion: Scollin Second: White

Roll Call: Brunette yes; Ryan yes; Scollin; yes; White yes; Williams yes.

**Bill 112-2024 Resolution authorizing budgetary adjustment for Sewer Collection System**

A copy of the bill is attached and made part of these minutes

Chair Mayor Williams call for a motion

Motion: Scollin Second: Ryan

Roll Call: Brunette yes; Ryan yes; Scollin; yes; White yes; Williams yes.

**Bill 113-2024 Resolution approving and endorsing the Franklin County Economic Development Corporation (FCEDC) in its application to NYS Homes and Community Renewal for funding under the New York Street Program**

A copy of the bill is attached and made part of these minutes

Chair Mayor Williams call for a motion

Motion: Scollin Second: White

Roll Call: Brunette yes; Ryan yes; Scollin; yes; White yes; Williams yes.

(Trustee Brunette acknowledged employment of FCEDC)



**Bill 114-2024 Resolution to release workplace violence investigative report executive summary**

A copy of the bill is attached and made part of these minutes

Chair Mayor Williams call for a motion

Motion: Scollin Second: Ryan

Roll Call: Brunette yes; Ryan yes; Scollin; yes; White yes; Williams no.

**Bill 115-2024 Resolution authorizing the execution of a contract for services with SLLDC**

A copy of the bill is attached and made part of these minutes

Chair Mayor Williams call for a motion

Motion: White Second: Scollin

Roll Call: Brunette yes; Ryan yes; Scollin; yes; White yes; Williams yes.

**Bill 116-2024 Appoint members to the Saranac Lake Police Interface Committee**

A copy of the bill is attached and made part of these minutes

Chair Mayor Williams call for a motion

Motion: Scollin Second: Ryan

Roll Call: Brunette yes; Ryan yes; Scollin; yes; White yes; Williams yes.

**OLD BUSINESS:** Wendel Contract Amendment

**NEW BUSINESS:** Housing Task Force letter to property owners

**PUBLIC COMMENT SECTION:**

Steve Erman on alternatives to the size of the proposed EMS Building Project, recommendation to approach NYS for use of Armory

Donna on slowing EMS building project down

Joy Cranker on best business practices by the Board and independent SEQR

Rich Shapiro status of Insurance RFP and embarrassment of the Board

Joyce Beaumont on new residency of the Village

Ben Douglas foundation at 33 Petrova and flaws in Wendel concept of project

Charlotte Lomino PTAB locations for bike racks, AES crossing study, and recommendations/referrals for advisory board members

Mark Wilson on contract with Wendel and legality of SEQR process 33 Petrova

**MOTION TO ADJOURN:**

Chair Mayor Williams called for a motion to adjourn

Motion: Ryan Second: Scollin

Roll Call: Brunette yes; Ryan yes; Scollin; yes; White yes; Williams yes.

**Business of the Village Board  
Village of Saranac Lake**

SUBJECT: Smart Growth Grant Acceptance-Lake Flower

Date: 08/12/2024

DEPT OF ORIGIN: Village Manager

Bill # 117-2024

DATE SUBMITTED: 7/28/2024

EXHIBITS: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Village Attorney

\_\_\_\_\_  
Village Administration

EXPENDITURE  
REQUIRED:

AMOUNT  
BUDGETED:

APPROPRIATION  
REQUIRED:

\_\_\_\_\_  
SUMMARY STATEMENT:

Resolution to approve the acceptance of Smart Growth Grant for Lake Flower Water Project

MOVED BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_

VOTE ON ROLL CALL:

MAYOR WILLIAMS \_\_\_\_\_

TRUSTEE RYAN \_\_\_\_\_

TRUSTEE WHITE \_\_\_\_\_

TRUSTEE SCOLLIN \_\_\_\_\_

TRUSTEE BRUNETTE \_\_\_\_\_

RESOLUTION TO ACCEPT SMART GROWTH GRANT FOR THE DESIGN/PLANNING WORK  
FOR LAKE FLOWER AVE WATER PROJECT

WHEREAS, the Village of Saranac Lake Board of Trustees authorized the submission of an Adirondack Park Community Smart Growth Grant Application, and,

WHEREAS, the Village of Saranac was awarded \$100,000 (with an in-kind match of \$40,000) for the design/planning work for the Lake Flower Ave Water Project, and,

WHEREAS, the Village accepts the terms of the grant.

THEREFORE, BE IT RESOLVED, the Village of Saranac Lake Board of Trustees authorize the acceptance of the Community Smart Growth Grant award in the amount \$100,000.

# NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Lands and Forests  
625 Broadway 5th Floor, Albany, New York 12233-4250  
P: (518) 402-9405 | F: (518) 402-9028 | [Landsforests@dec.ny.gov](mailto:Landsforests@dec.ny.gov)  
[www.dec.ny.gov](http://www.dec.ny.gov)

April 15, 2024

Hon. Jimmy Williams  
Village of Saranac Lake  
[mayorwilliams@saranaclakeny.gov](mailto:mayorwilliams@saranaclakeny.gov)  
[comdev@saranaclakeny.gov](mailto:comdev@saranaclakeny.gov)  
Via email

RE: Application number DEC01-SGADK-2023-00043

Dear Mayor Williams:

The final selections for the Adirondack Park and Catskill Park Community Smart Growth Grant Program Round 7 have been made. This letter serves as a pre-notification of a pending grant award in the amount of \$100,000, for the project titled "Feasibility Study for the Lake Flower Avenue Streetscape" submitted under application number DEC01-SGADK-2023-00043. The Department hereby notifies you of its intent to award your project proposal, contingent upon approval of the Office of the State Comptroller (OSC).

A total of 55 proposals were submitted from the Adirondack and Catskill parks and 48 were selected. The awards are conditioned upon OSC approval of the grant program procurement record. After that, a Master Contract for Grants to govern your grant award will be formally offered.

In the interim, program staff will reach out to you to begin the process of developing the contract, setting up your project work plan and budget in SFS Grants Management, and obtaining grantee documents. Please note that the contract term within which all grant-related activity must occur is anticipated to be 08/01/2024 – 07/31/2027.

Expenditures related to project activities that occur after the contract start date will be eligible for reimbursement after the contract is fully executed. If you have any questions about the grant process and your application, we would be happy to assist you. Please contact program staff Michelle Higgins via email to set up a phone call, [Michelle.Higgins@dec.ny.gov](mailto:Michelle.Higgins@dec.ny.gov).

Thank you for your continued participation in the Adirondack Park and Catskill Park Community Grant Program Round 7. We look forward to working with you to ensure that your project is successful.

Sincerely,

Fiona Watt  
Director

cc: Dylan Walrath, Smart Growth Contracts Coordinator



**Business of the Village Board  
Village of Saranac Lake**

SUBJECT: SDA Contract & Funding

Date: 08/12/2024

DEPT OF ORIGIN: Village Manager

Bill # 118-2024

DATE SUBMITTED: 7/28/2024

EXHIBITS: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Village Attorney

\_\_\_\_\_  
Village Administration

EXPENDITURE  
REQUIRED:

AMOUNT  
BUDGETED:

APPROPRIATION  
REQUIRED:

\_\_\_\_\_  
SUMMARY STATEMENT:

Resolution to authorize the Village to Contract with Suozzo, Doty, and Associates and approve funding source for match portion of Community Smart Growth Grant for Lake Flower Ave Project

MOVED BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_

VOTE ON ROLL CALL:

MAYOR WILLIAMS \_\_\_\_\_

TRUSTEE RYAN \_\_\_\_\_

TRUSTEE WHITE \_\_\_\_\_

TRUSTEE SCOLLIN \_\_\_\_\_

TRUSTEE BRUNETTE \_\_\_\_\_

RESOLUTION TO AUTHORIZE THE VILLAGE OF SARANAC LAKE TO CONTRACT WITH  
SUOZZO, DOTY, AND ASSOCIATES (SDA) AND APPROVE FUNDING SOURCE FOR MATCH  
PORTION OF SMART GROWTH GRANT FOR LAKE FLOWER AVE PROJECT

WHEREAS, the Village of Saranac Lake was awarded the Smart Growth Grant in the amount of \$100,000 (with an in-kind match of \$40,000), and,

WHEREAS, SDA will perform the professional engineering services and assist the Village with the grant compliance for the Lake Flower Ave Project and has provided a contract proposal for these services, and,

WHEREAS, there are budgetary appropriations necessary to cover costs associated with the in-kind match amount of \$40,000,

WHEREAS, the appropriation of \$25,000 of the general unreserved fund to the Water Fund Engineering/Survey Services account (004.1440.0400) is necessary to cover the percentage of work related to the water system services provided by SDA, and,

WHEREAS, the appropriation of \$15,000 of the general unreserved fund to General Fund Engineering/Survey Services account (001.1440.0400) is necessary to cover the general services provided by SDA.

THEREFORE, BE IT RESOLVED, the Village of Saranac Lake Board of Trustees approves the contract with SDA and authorizes the transfer of \$40,000 to the Water and General Engineering/Survey Services accounts.



August 6, 2024

Bachana Tsiklauri  
Village Manager  
39 Main St. 2<sup>nd</sup> Floor  
Saranac Lake, NY 12983

Delivered via email only: (August 6, 2024) Bachana Tsiklauri (manager@saranaclakeny.gov)

**RE: Village of Saranac Lake: Lake Flower Ave Smart Growth Report  
Professional Services Proposal**

Dear Bachana,

Suozzo, Doty & Associates Professional Engineering, PLLC (SDA) thanks you for the opportunity to submit this professional engineering services proposal for your consideration. We are pleased to have the opportunity to provide engineering services related to the review of the Village's Smart Growth Grant Report for Lake Flower Avenue. At this time, we understand the following about the project:

SDA assisted the Village with the preparation of a grant application to the New York State Department of Environmental Conservation (NYSDEC) Smart Growth Grant Program, which the Village was awarded (congratulations!). The grant will help fund planning efforts for the current water project and for a future road reconstruction of the Lake Flower Avenue corridor, which will come in the form of a study. The study limits include Lake Flower Avenue between its intersections with River Street and Turtle Pond Road. The deliverable needed to meet the requirements of the grant will be a report which will detail options for upgrades to the Lake Flower Avenue corridor. The report will be written to meet NYSDOT requirements with the goal of applying for grants to upgrade portions of all of Lake Flower Avenue.

As part of the development of the study, the Village has requested that we complete/consider the following:

- Evaluate the potential need to replace other existing utilities (sanitary sewer, storm sewer, water, and electrical) if necessitated by the proposed water main replacement, or if otherwise expedient.
- Evaluate existing surface features, including sidewalks, road condition, landscaping, and commercial signage.
- Evaluate Lake Flower Avenue as the gateway to Saranac Lake, including recommendations for signage and other wayfaring for area visitors.
- Ensure consistency with other Village planning documents, Local Waterfront Revitalization Program, Complete Streets Policy, Bicycle and Pedestrian Plans, etc.,
- Evaluate pedestrian, bicycle, and other modes of transportation into and out of the Lake Flower Avenue area.
- Solicitation of public input for design and implementation elements, with documentation of public outreach, meetings, and responses.



Based on our current project understanding, we offer the following scope of services:

### **SCOPE OF SERVICES**

It is noted that the grant application broke the project into 2 Tasks (Phases per the language of the grant application). Task (Phase) 1 was identified as below ground utility documentation. Task (Phase) 2 was identified as aboveground, street scape planning. SDA will subcontract with MJ Engineering & Land Surveying (MJ) to complete the transportation planning. SDA will generally complete the below grade infrastructure review and MJ will perform the above grade planning. The Village has requested assistance with grant management and compliance and this has been included as Task 3.

#### **PHASE (TASK) 1: UNDERGROUND UTILITY PLANNING**

Under this Task, SDA will provide an evaluation of the existing utilities in the corridor and provide recommendations for upgrades or repair. The work will include recommendations for the water system, storm mains/culverts, and sanitary sewer system. The work will also include an evaluation of the ability to bury existing overhead electrical/communication cables. The evaluation of the sanitary sewer system and storm sewer will be based on above ground visual observations unless the Village can provide close circuit television of the mains.

#### **TASK (TASK 2) 2: STREETScape PLANNING, PUBLIC OUTREACH, & REPORTING**

Under this Task, SDA will subcontract with MJ, to provide an evaluation of the surface features mentioned above, including a review and coordination with the Village's other planning documents. The work will include recommendations for the Village to implement as part of future projects or as part of a full upgrade project. The following tasks will be completed under Task 2:

- Literature review of existing related planning and policy documents. A summary of the relevant portions of the documents will be developed for inclusion in the Corridor Planning Report.
- Public Outreach: In addition to working with the Village leadership for planning, SDA and MJ will host a series of public outreach meetings and presentations, both with the Village leadership, department heads, and the general public to gather input on the project need as well as the proposed recommendations. MJ will lead the development of a public outreach plan and coordinate with SDA to prepare meeting materials and facilitate the meetings. The following public outreach activities are anticipated as part of this proposal:
  - Business Owner Stakeholder Meeting: A small-group stakeholder meeting will be held with business owners along Lake Flower Avenue to discuss the needs and opportunities within the corridor.
  - Online Survey: Broad public input will be solicited via an online survey. The survey will be developed with the intent of gathering the general public's opinions of the needs and opportunities within the corridor.
  - Public Meeting: A public meeting will be held to solicit input on conceptual improvements that have been developed. Input received will be incorporated into the Corridor Planning Report.





- Coordination with and presentation of materials to the Village's Capital Improvement Plan Working Group throughout the life of the study. It is assumed that study updates will be presented at three (3) meetings.
- Development of conceptual corridor improvements based on public input received, identified needs within the corridor and previous recommendations of the various planning documents.
- Coordination with NYSDOT. Once input from the Village, project stakeholders and the public are incorporated into the conceptual improvements, the concepts will be shared with NYSDOT Region 5 for review and comment. MJ and SDA will facilitate a meeting with NYSDOT to review the proposed improvements, if requested.
- Lake Flower Avenue Corridor Planning Report. SDA and MJ Engineering will work together to develop a final engineering report that will summarize the existing conditions, proposed recommendations, and summary of the public input. The report will be formatted to be acceptable to NYSDOT to be used to apply for grant applications. The Corridor Planning Report will address the following primary concerns:
  - Underground utilities
  - Pedestrian access, safety, and mobility
  - Sidewalks/crosswalks
  - Unconventional traffic pattern at River St and Lake Flower Ave
  - Crash analysis
  - Corridor beautification
  - Biking routes
  - Other modes of transportation into and out of the area
  - Landscaping
  - Signage (commercial and informational)
  - Transforming the corridor and providing gateway features
  - Connection to the rail trail from Lake Flower Ave within the study limits
  - Parking
  - Coordination with the work at Baldwin Park
  - The Corridor Planning Report will also address the following secondary concerns:
    - Sustainability / Green infrastructure
    - Traffic Calming
    - Lighting
- In addition to the information described above, the Corridor Planning Report will include:
  - Complete traffic counts as needed
  - Planning-level cost estimates for the recommended improvements
  - Identification of potential relevant funding opportunities
  - An environmental screening of the recommended improvements
  - Identification of required permits

### **TASK 3: GRANT & PROJECT MANAGEMENT**

Under this Task, SDA will assist the Village with grant compliance with NYSDEC. The work is estimated at a maximum of 4 hours per month. Additional work will be billed on a T&M basis.

**ASSUMPTIONS/LIMITATIONS**

- Survey work completed as part of the Village’s water project will be utilized for planning purposes.

The following are excluded from this proposal:

- Completed boundary and topographic survey work and easements.
- Grant Applications
- Preliminary and final design.
- Construction management, administration, and project representative services.
- Environmental permitting.
- Sewer district map, plan, and report and metes and bounds descriptions.
- Archaeological services.
- Geotechnical services.

The above-referenced services can be provided during future phases of the project and following execution of the proposal for the same.

**PROFESSIONAL SERVICES FEE AND COMPENSATION**

SDA will bill as a percentage complete of each task on a monthly basis. Any additional work will be performed on a time and materials basis which will be billed in accordance with our discounted rate schedule in effect at the time of service.

Invoices will be submitted to the Client on a monthly basis. Payment shall be made to Suozzo, Doty & Associates Professional Engineering, PLLC within 30 calendar days of the date of invoice. A 1.5% finance charge will be applied to any invoice unpaid within 30 days. Checks shall be forwarded to Suozzo, Doty & Associates Professional Engineering, PLLC, 4607 Lake Shore Drive, P.O. Box 653, Bolton Landing, NY 12814.

**PROFESSIONAL SERVICES FEE SCHEDULE**

<b><u>Task</u></b>	<b><u>Lump Sum Fee</u></b>	<b><u>Schedule</u></b>
TASK 1: UNDERGROUND UTILITY PLANNING	\$31,000	TBD*
TASK 2: STREETScape PLANNING, PUBLIC OUTREACH, & REPORTING	\$101,000	TBD*
TASK 3: GRANT & PROJECT MANAGEMENT	\$8,000	TBD*



Total Professional Services Estimate	\$140,000
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\*The schedule will be determined jointly with the project team. All work will be completed within the 3-year NYSDEC deadline.

Please note that the level of effort and therefore the amount of fee needed for each individual task may vary, as such SDA reserves the right to use any available task budget to advance the services requested under this proposal. It is also noted that subconsultant fees realized and billed are subject to 15% markup for administrative services.

#### **ATTACHMENTS**

Endorsement Page  
Standard Terms and Conditions  
Discounted Municipal Billing Rate Schedule

#### **CLOSING AND AGREEMENT**

We thank you for this opportunity to work with the Village! If you find this proposal acceptable, please execute where indicated on the following page. If you have any questions or if you need additional information, please feel free to call me directly at 207-240-1443. Thank you!

Sincerely,

A handwritten signature in black ink, appearing to read 'Gregory Swart', is written over a faint horizontal line.

Gregory Swart, PE  
Senior Engineer

cc: File

**ENDORSEMENTS**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated below.

**Engineer: Suozzo, Doty & Associates**  
**Professional Engineering**  
**PLLC, (SDA)**

**Client: Village of Saranac Lake**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Print name:** Kathleen A. Suozzo

**Print name:** \_\_\_\_\_

**Title:** Managing Principal

**Title:** \_\_\_\_\_

**Date Signed:** \_\_\_\_\_

**Date Signed:** \_\_\_\_\_

**Address for SDA's receipt of notices:**

**Address for Client's receipt of notices:**

P.O. Box 653, 4607 Lake Shore Drive

\_\_\_\_\_

Bolton Landing, NY 12814

\_\_\_\_\_

**Email for SDA's receipt of notices:**

**Email for Client's receipt of notices:**

[ksuozzo@sdapllc.com](mailto:ksuozzo@sdapllc.com)

\_\_\_\_\_

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**Engineering Services Proposal: Lake Flower Ave Smart Growth Report**


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**PART IV  
ENGINEER STANDARD TERMS AND CONDITIONS**

1) **STANDARD OF CARE** Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the Services are performed. Professional services are not subject to, and Engineer cannot provide, any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code.

2) **TECHNICAL ACCURACY** Client shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Client-furnished information.

3) **CONSULTANTS** Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Client. Subject to the standard of care set forth in above, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

4) **COMPLIANCE WITH LAWS, REGULATIONS, POLICIES, AND PROCEDURES** Engineer and Client shall comply with applicable Laws and Regulations. Engineer shall comply with any and all policies, procedures, and instructions of Client that are applicable to Engineer's performance of services under this Agreement and that Client provides to Engineer in writing, subject to the standard of care set forth above, and to the extent compliance is not inconsistent with professional practice requirements.

This Agreement is based on Laws and Regulations and Client-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Client's responsibilities or to Engineer's scope of services, times of performance, or compensation: (1) changes after the Effective Date to Laws and Regulations; (2) the receipt by Engineer after the Effective Date of Client-provided written policies and procedures; (3) changes after the Effective Date to Client-provided written policies or procedures.

Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Client agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements. Engineer's services do not include providing legal advice or representation.

5) **CHANGE OF SCOPE** The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by the Client. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the Project progresses, facts discovered may indicate that scope must be redefined.

6) **SAFETY** Engineer has established and maintains corporate programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, Engineer specifically disclaims any authority or responsibility for general job site safety and safety of persons other than Engineer employees.

While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Client's safety programs of which Engineer has been informed in writing.

7) **DELAYS** If events beyond the control of Client or Engineer, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be amended to the extent necessary to compensate for such delay. In the event such delay exceeds 60 days, Engineer shall be entitled to an equitable adjustment in compensation.

8) **TERMINATION/SUSPENSION** Either party may terminate this Agreement upon 30 days written notice to the other party. Client shall pay Engineer for all Services, rendered prior to termination, plus any expenses of termination.

In the event either party defaults in its obligations under this Agreement (including Client's obligation to make the payments required hereunder), the non-defaulting party may, after 7 days written notice stating its intention to suspend performance under the Agreement if cure of such default is not commenced and diligently continued, and failure of the defaulting party to commence cure within such time limit and diligently continue, suspend performance under this Agreement.

9) **OPINIONS OF CONSTRUCTION COSTS** Any opinion of construction costs prepared by Engineer is supplied for the general guidance of the Client only. Since Engineer has no control over competitive bidding or market conditions, Engineer cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.

10) **RELATIONSHIP WITH CONTRACTORS** Engineer shall serve as Client's professional representative for the Services and may make recommendations to Client concerning actions relating to Client's other subcontractors, but Engineer specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by Client.

Engineer shall not at any time supervise, direct, control, or have authority over any of the Client's subcontractors work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor for the Project, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Contractor to comply with Laws and Regulations applicable to that Contractor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Client, Client's subcontractor, and/or Owner's Contractor.

Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.

11) **CONSTRUCTION REVIEW** For projects involving construction, Client acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the project permits errors or omissions to be identified and corrected at comparatively low cost. Client agrees to hold Engineer harmless from any claims resulting from performance of construction-related services by persons other than Engineer.

Engineer shall not be responsible for any decision made regarding the





## Engineering Services Proposal: Lake Flower Ave Smart Growth Report

Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.

- 12) **INSURANCE** Engineer will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation, and Employer's Liability in amounts in accordance with legal, and Engineer's business requirements. Certificates evidencing such coverage will be provided to Client upon request. For all projects the Client agrees to make the Engineer as an additional insured on its policies related to the project. For projects involving construction, Client agrees to require the Owner's construction contractor, if any, to include Engineer as an additional insured on its policies relating to the Project. Engineer's coverages referenced above shall, in such case, be excess over Client's or Owner's Contractor's primary coverage.
- 13) **HAZARDOUS MATERIALS** Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Engineer and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. Engineer agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. Client acknowledges and agrees that it shall report to the appropriate federal, state or local public agencies, as required, any conditions at the site that may present a potential danger to the public health, safety or the environment. Client shall make provisions for, or have existing agreements with Owner to execute any manifests or forms in connection with transportation, storage and disposal of hazardous materials resulting from the site or work on the site or shall authorize Engineer to execute such documents as Client's agent. Client waives any claim against Engineer and agrees to defend, indemnify, and save Engineer harmless from any claim or liability for injury or loss arising from Engineer's discovery of unanticipated hazardous materials or suspected hazardous materials.
- 14) **INDEMNITIES** To the fullest extent permitted by law, Client and Engineer each agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives, from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Engineer, they shall be borne by each party in proportion to its negligence.
- 15) **LIMITATIONS OF LIABILITY** No employee or agent of Engineer shall have individual liability to Client, Owner, or Project Contractor. Client agrees that, to the fullest extent permitted by law, Engineer's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, Engineer's negligence, errors, omissions, strict liability, or breach of contract and whether claimed directly or by way of contribution shall not exceed the total compensation received by ENGINEER under this Agreement ~~or shall be limited in the aggregate to the amount of Engineer's insurance~~ or if Client desires a limit of liability greater than that provided above, Client and Engineer shall include as an attachment to this Agreement the amount of such limit and the additional compensation to be paid to Engineer for assumption of such additional risk.
- IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL ENGINEER BE LIABLE TO CLIENT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES.
- 16) **ACCESS** Client shall provide Engineer safe access to any premises necessary for Engineer to provide the Services.
- 17) **REUSE OF PROJECT DELIVERABLES** Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by Client for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by Engineer for the specific purpose intended, shall be at the Client's risk. Further, all title blocks and the Engineer's seal, if applicable, shall be removed if and when Client provides deliverables in electronic media to another entity. Client agrees that relevant analyses, findings and reports provided in electronic media shall also be provided in "hard copy" and that the hard copy shall govern in the case of a discrepancy between the two versions, and shall be held as the official set of drawings, as signed and sealed. Client shall be afforded a period of 30 days in which to check the hard copy against the electronic media. In the event that any error or inconsistency is found as a result of this process, Engineer shall be advised and the inconsistency shall be corrected at no additional cost to Client. Following the expiration of this 30-day period, Client shall bear all responsibility for the care, custody and control of the electronic media. In addition, Client represents that it shall retain the necessary mechanisms to read the electronic media, which Client acknowledges to be of only limited duration. Client agrees to defend, indemnify, and hold harmless Engineer from all claims, damages, and expenses, (including reasonable litigation costs), arising out of such reuse or alteration by Client or others acting through Client.
- All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- 18) **RECORDS RETENTION** Engineer shall maintain on file in legible form, for a period of three years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Client's request, Engineer shall provide a copy of any such item to Client at cost.
- 19) **PROPRIETARY INFORMATION** Information relating to the Project, unless in the public domain, shall be kept confidential by Client and Engineer and shall not be made available to third parties without written consent of the other party.
- 20) **INDEPENDENT CONTRACTOR** Engineer is an independent Contractor and will maintain complete control of and responsibility for its employees, agents, methods, and operations. Nothing contained in this Agreement will create any contractual relationship between The Owner and Engineer.
- 21) **AMENDMENT** This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.
- 22) **ASSIGNMENT** Except for assignments (a) to entities which control, or are controlled by, the parties hereto or (b) resulting from operation of law, the rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.
- 23) **STATUTE OF LIMITATIONS** To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project completion.
- 24) **DISPUTE RESOLUTION** Parties shall attempt to settle disputes arising under this agreement by discussion between the parties senior representatives of management. If any dispute cannot be resolved in this manner, within a reasonable length of time, parties agree to attempt non-binding mediation or any other method of alternative dispute resolution prior to filing any legal proceedings.





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Engineering Services Proposal: Lake Flower Ave Smart Growth Report

- 25) NO WAIVER No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.
- 26) NO THIRD-PARTY BENEFICIARY Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Client's contractors, if any.
- 27) SEVERABILITY The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.
- 28) AUTHORITY The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.
- 29) CONTROLLING LAW This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.
- 30) NOTICES Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt. Email notices shall be sent to the addresses listed on the signature page of the agreement.
- 31) SURVIVAL All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 32) ACCRUAL OF CLAIMS To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.
- 33) ENTIRE AGREEMENT, ATTACHMENTS, AND WRITTEN AMENDMENTS This Agreement, including the Attachments hereto and all Change Orders, contain the entire agreement among the parties with respect to the subject matter hereof; all representations, promises and prior or contemporaneous understandings among the parties with respect to the subject matter hereof are merged into and expressed in this instrument and such documents; and any and all prior agreements among the parties with respect to the subject matter hereof are hereby terminated and canceled. This Agreement may be amended only by an instrument in writing duly signed by or on behalf of the parties hereto.
- 34) COMPENSATION Engineer will prepare and submit invoices to the Client on a monthly basis. Client shall make payment to the Engineer within 30 calendar days of the date of the invoice.
- 35) ADDITIONAL SERVICES Additional services can be provided if deemed necessary and approved by the Client. Compensation for additional services can be negotiated as needed. Additional work will be approved by the Client prior to the execution of the additional tasks.

Services not indicated or included in the above-listed scope of services or which are subsequently requested, either verbally or in writing, will be considered additional services. The fee will be based upon either a mutually agreed fixed fee or an hourly basis at rates in effect at the time the services are performed, plus subcontracts and reimbursable expenses as outlined in the Rate Schedule for the year in which the work is being performed.

**SUOZZO, DOTY, & ASSOCIATES, PLLC 2024  
MUNICIPAL RATE SCHEDULE**

**Standard Hourly Rates Schedule**

(Subject to change after December 31, 2024. Rates will be applied per Engineer's employee within ranges shown.)

<b><u>Classification</u></b>	<b><u>Billing Rate</u></b>
Principal	\$130 - \$170
Senior Engineer	\$130 - \$155
Project Engineer	\$125 - \$145
Construction Observer	\$90 - \$125
Staff Engineer	\$85 - \$120
Engineering Technician/ CADD Technician	\$75 - \$110
Office Administrator	\$75

**Equipment Rental**

Open Channel Flow Meter	\$1,150/Month + Labor
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**Reimbursable**

The following will be billed at cost + 15% administrative expense:

- Consultants (Professional Services)
- Vendors (Direct Services)
- Research Fees
- Laboratory Testing
- Special Materials, Services & Equipment
- Printing/Reprographic Costs

**Administrative Expenses**

First Class Mail	At Cost
Express Mail, Bulk Shipping	At Cost

**Travel Related Expenses**

Mileage	@ IRS Rate
Lodging Expense	max. \$226 for high cost localities max. \$140 for low cost localities
Meals & Incidentals	\$71 per day for high cost localities \$61 per day for low cost localities

**Reproduction Expenses (in-house)**

(Reproduction expenses shall apply for additional materials requested by Owner beyond Scope of Services.)

B&W – 8.5” x 11”	@ \$0.50/copy
Full Size Color – 8.5” x 11”	@ \$0.70/copy
B&W – 11” x 17”	@ \$1.00/copy
Full Size Color – 11” x 17”	@ 1.50/copy
Prints (Black)– 24” x 36”	@\$5/copy
Full Color Prints – 24” x 36”	@\$8/copy



**Business of the Village Board  
Village of Saranac Lake**

SUBJECT: NYCOM Travel/Training

Date: 08/12/2024

DEPT OF ORIGIN: Village Manager

Bill # 119-2024

DATE SUBMITTED: 7/28/2024

EXHIBITS: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Village Attorney

\_\_\_\_\_  
Village Administration

EXPENDITURE  
REQUIRED:

AMOUNT  
BUDGETED:

APPROPRIATION  
REQUIRED:

\_\_\_\_\_  
SUMMARY STATEMENT:

Resolution to authorize training and overnight travel for Community Development Department

MOVED BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_

VOTE ON ROLL CALL:

MAYOR WILLIAMS \_\_\_\_\_

TRUSTEE RYAN \_\_\_\_\_

TRUSTEE WHITE \_\_\_\_\_

TRUSTEE SCOLLIN \_\_\_\_\_

TRUSTEE BRUNETTE \_\_\_\_\_

RESOLUTION AUTHORIZING TRAVEL AND TRAINING FOR COMMUNITY DEVELOPMENT  
DIRECTOR AND COMMUNITY DEVELOPMENT ADMINISTRATIVE ASSISTANT

WHEREAS, the Village of Saranac Lake encourages its employees to attend and participate in schooling, training, and correspondence courses that will increase their knowledge, skills and job performance, and,

WHEREAS, the Community Development Department will attend the NYCOM Fall Training School for City and Village Officials from Tuesday, September 17<sup>th</sup> to Wednesday, September 18<sup>th</sup>, 2024 and will require one night of overnight lodging, and,

WHEREAS, the total expenditure that is designated in the 2024-2025 Budget is \$1,193.80 for training registration fees and overnight lodging.

THEREFORE, BE IT RESOLVED, the Village of Saranac Lake Board of Trustees hereby approves the expenditure of \$1,193.80 plus necessary mileage to cover training and overnight travel expenses for the Community Development Department to attend the 2024 NYCOM Fall Training School.

**Please mail check or voucher to:**

**NYS Conference of Mayors**

**119 Washington Avenue**

**Albany, NY 12210**

<b>First Name</b>	Katrina
<b>Last Name</b>	Glynn
<b>Municipal Title</b>	Community Development Director
<b>Municipality/Organization</b>	Village of
<b>Name of Municipality/Organization</b>	Saranac Lake
<b>Address</b>	39 Main Street Suite 9, Saranac Lake, NY 12983 US
<b>ATTENDEE Email</b>	comdev@saranaclakeny.gov
<b>Phone Number</b>	+15188914150
<b>Changed your name or municipal employer in past year?</b>	No
<b>Are you a first-time attendee?</b>	Yes
<b>Notary Exam (tentative)</b>	No
<b>Continuing Legal Education (ATTORNEYS ONLY)</b>	No

<b>FULL CONFERENCE</b>	Newly/Appointed Official	\$450.00
<b>Tuesday Lunch (September 17, 2024)</b>	I will NOT be attending either	
<b>Thursday Lunch (September 19, 2024)</b>	I will NOT be attending either	
<b>Fall School Payment</b>	Voucher	

<b>First Name</b>	Bayle
<b>Last Name</b>	Reichart
<b>Municipal Title</b>	Community Development Assistant
<b>Municipality/Organization</b>	Village of
<b>Name of Municipality/Organization</b>	Saranac Lake
<b>Address</b>	39 Main Street Suite 9, Saranac Lake, NY 12983 US
<b>ATTENDEE Email</b>	comdevassist1@saranaclakeny.gov
<b>Phone Number</b>	+15188914150
<b>Changed your name or municipal employer in past year?</b>	No
<b>Are you a first-time attendee?</b>	Yes
<b>Notary Exam (tentative)</b>	No

<b>Continuing Legal Education (ATTORNEYS ONLY)</b>	No	
<b>FULL CONFERENCE</b>	Newly/Appointed Official	\$450.00
<b>Tuesday Lunch (September 17, 2024)</b>	I will NOT be attending either	
<b>Thursday Lunch (September 19, 2024)</b>	I will NOT be attending either	

## Billing Information

<b>Order Number</b>	2024FLLTRNNGS6JA00FO
<b>Date</b>	07/23/2024
<b>Name</b>	Amanda Hopf
<b>Address</b>	39 Main Street Suite 9 Saranac Lake, NY 12983 US
<b>Payment Method</b>	Check/Voucher
<b>Payment Instructions</b>	Please send your check or voucher to: NYS Conference of Mayors 119 Washington Avenue Albany, NY 12210
<b>Email</b>	clerk@saranaclakeny.gov
<b>Total</b>	\$900.00

 [Add to Calendar](#)

# You're all set, Bayle!

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## Confirmation number: 95512798

We sent the details to c....1@saranaclakeny.gov.

### Hotel Information



#### Embassy Suites by Hilton Saratoga Springs

86 Congress St  
Saratoga Springs, New York 12866 USA  
+1 518-290-9090

### Stay Information

**17** SEP TUE – **18** SEP WED

Check-in: 4:00 PM

Check-out: 12:00 PM

Early check-in cannot be guaranteed. Contact the hotel to inquire about early check-in or late check-out.

#### 1 room for 2 adults

#### 2Queens 2 Room Premium Ste - Flexible Rate

Total room charge \$260.00

Total taxes \$33.80

**Total for stay: \$293.80**

### Guest Information

#### Bayle Reichart

Hilton Honors#:

Room 1 additional guest: Katrina Glynn

### Guarantee policy

There is a Credit Card required for this reservation.

If you use a debit/credit card to check in, a hold may be placed on your card account for the full anticipated amount to be owed to the hotel, including estimated incidentals, through your date of check-out and such hold may not be released for 72 hours from the date of check-out or longer at the discretion of your card issuer.

## **Cancellation policy**

Free cancellation before 11:59 PM local hotel time on 15 Sep 2024.

At check in, the front desk will verify your check-out date. Rates quoted are based on check-in date and length of stay. Should you choose to depart early, price is subject to change.

We reserve the right to cancel or modify reservations where it appears that a customer has engaged in fraudulent or inappropriate activity or under other circumstances where it appears that the reservations contain or resulted from a mistake or error.

Totals listed here are estimated based on current taxes and exchange rates (if applicable) and do not include additional fees/charges that may be incurred during your stay.

## **Optional services for an additional charge**

### **Self parking**

Complimentary

### **Pets**

Pets allowed, \$75.00 non-refundable fee, \$75(1-4n), \$125(5+n) 2petsMax, dog/cat only

**Business of the Village Board  
Village of Saranac Lake**

SUBJECT: Funding Rail Trail Crossing Signage      Date: 08/12/2024  
DEPT OF ORIGIN: Village Manager                      Bill #   120-2024    
DATE SUBMITTED: 8/6/2024                              EXHIBITS: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Village Attorney

\_\_\_\_\_  
Village Administration

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EXPENDITURE REQUIRED:	AMOUNT BUDGETED:	APPROPRIATION REQUIRED:
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SUMMARY STATEMENT:

Resolution to approve funding source for Rail Trail Crossing Signage for an amount not to exceed \$25,000 (001.5110.0401)

MOVED BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_

VOTE ON ROLL CALL:

MAYOR WILLIAMS                      \_\_\_\_\_

TRUSTEE RYAN                              \_\_\_\_\_

TRUSTEE WHITE                              \_\_\_\_\_

TRUSTEE SCOLLIN                              \_\_\_\_\_

TRUSTEE BRUNETTE                              \_\_\_\_\_



RESOLUTION APPROVING FUNDING FOR RAIL TRAIL CROSSING SIGNAGE

WHEREAS, the line items within the budget are estimates of potential expenditures and actual expenditures will vary depending on the needs of the Village, and,

WHEREAS, the Village Manager as the Budget Officer is responsible for monitoring budgetary appropriations for each line item to ensure availability of funding, and,

WHEREAS, the budgetary adjustment is necessary to cover the expenditures associated with signage for the Rail Trail Crossings/Safety per the AES Northeast Pedestrian & Bicycle Safety Plan Study, not to exceed \$25,000, and,

WHEREAS, the funding will be provided from the general unreserved fund to the Street Maintenance Supplies Account (001.5110.0401).

THEREFORE, BE IT RESOLVED, the Village Board of Trustees approves the funding source for the necessary signage for the Rail Trail Crossings.



# The Village of Saranac Lake



Rail Trail Crossings  
Pedestrian & Bicycle Safety Plan

June 2024



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## EXECUTIVE SUMMARY

The purpose of the Village of Saranac Lake Adirondack Rail Trail Safety Plan is to provide a comprehensive examination of the Village's existing roadway crossings that currently intersect the newly repurposed former freight railroad line, the Adirondack Rail Trail, a 34-mile recreational trail connecting multiple communities across Upstate New York. As published by the National Highway Traffic Safety Administration, in 2021 there were over 60,000 pedestrian injuries nationally in traffic crashes and nearly 7,400 deaths, the highest recorded fatality rate in almost 40 years. The unique relationship created by the introduction of the Adirondack Rail Trail and its interaction with the Village of Saranac Lake's roads necessitates an in-depth look at how these crossings can be made as safe as possible. Bringing better awareness to motorists and pedestrians alike and identifying recommended safety countermeasures can greatly enhance the Trail's goal to "enable residents and visitors to enjoy safe, healthful exercise, commune with nature, and soak up Adirondack history."

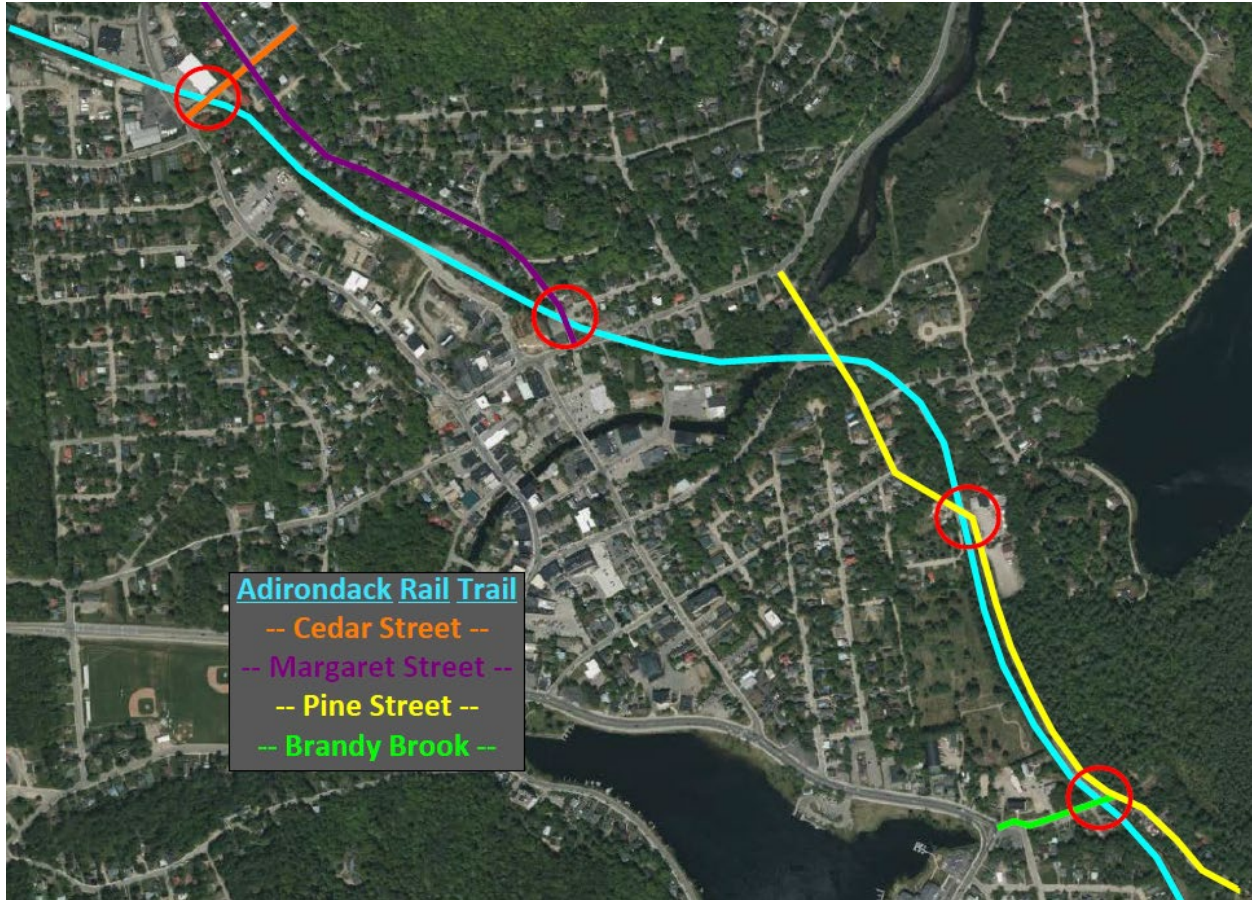


Saranac Lake is rich in Adirondack history and natural beauty, making it one of the most attractive destinations in all of New York. The small, quaint Village is home to about 5,000 residents and boasts an abundance of natural and historical landmarks, sightseeing and popular shops and restaurants, all largely within walking distance throughout the Village. In fact, Saranac Lake earned a Silver-level community rating from Walk Friendly Communities, a national recognition program working to encourage and identify towns and cities to make safer walking environments a priority. Walk Friendly cited Saranac Lake's impressive levels of walking and excellent planning efforts, its beautiful lake and river views, historic architecture, parks, and many dining and shopping possibilities.



The inclusion of the Adirondack Rail Trail seeks to increase foot traffic, bringing additional visitors to the area as well as increased activity from local residents. In 2018 Saranac Lake was awarded \$10 million by New York State as part of the Downtown Revitalization Initiative (DRI) and was deemed "*the most economically viable in the North Country.*" The grant will help restore and grow the community over the coming years, and the crossings between the Village roads and the Rail Trail will directly join these two great initiatives as the Village of Saranac Lake marches forward to a revitalized community. By identifying recommended safety countermeasures for these crossings, we can enhance the positive impacts of the DRI, and the Adirondack Rail Trail, further promoting a safer, healthier Saranac Lake.

The village has identified four (4) crossings to be assessed for safety countermeasures where the Rail Trail crosses an active roadway. The four identified are located on Cedar Street, Margaret Street, Pine Street and Brandy Brook (see image below). While there are more locations where the Trail crosses with roadways within the Village limits, these four are the ones that are maintained by the Village and not NY State DOT or privately maintained.



*The Adirondack Rail Trail, denoted by the blue line, is intersected at four (4) locations by roadways within the Village of Saranac Lake.*

This Village of Saranac Lake Adirondack Rail Trail Safety Plan will take an in-depth look at these four crossings, examine current and potential issues, as well as identify recommended safety countermeasures that could be implemented in order to protect motorists and pedestrians alike. We will also investigate the best methods for implementing these safety countermeasures in order to align with the Village's current initiatives and policies for revitalizing the area. With the priority crossings identified, eight specific countermeasures were identified for the "Countermeasure Toolbox".

1. Lighting & Illumination.
2. High-Visibility Crosswalks;
3. Curb Extensions
4. Raised Crossings
5. Signage & Pavement Markings
6. Speed Monitoring
7. Pedestrian/ Driver Educations; and
8. Police Enforcement

## **1.0 INTRODUCTION**

### **1.1 PROJECT PURPOSE**

Because of the recently repurposed and newly opened Adirondack Rail Trail, proper care must be taken to ensure that the areas where the Trail intersects Village operated and maintained roadways are within applicable safety codes and standards to ensure motorist and pedestrian safety. To this end, the Village of Saranac Lake Adirondack Rail Trail Safety Plan looks to examine what steps should be taken to improve existing or incorporate new safety countermeasures and mitigate risks.

The Village of Saranac Lake has taken significant steps over the years to ensure that projects around the Village are reviewed extensively so that every infrastructure improvement adheres to the goals of their Complete Street Policy and other initiatives that aim to create a healthy, safe, and connected Saranac Lake.

### **1.2 PROJECT GOALS**

This report will consider a variety of proven safety countermeasures that have yielded positive results in certain applications to make for safer interaction between motorists and pedestrians. Each countermeasure will include a brief breakdown of what they are, what they do and what kind of cost or outcome might be expected from their implementation.

We will then evaluate each of the four identified crossings and what safety countermeasures could be applied to each depending on the design and layout that might best mitigate risks and enhance the safety of all users. (Safety Enhancement and Risk Mitigation per the Village resolution)

### **1.3 PROJECT STUDY AREA**

Of the 2.4 miles of that the Adirondack Rail Trail traverses within the Village of Saranac Lake, the project focuses on four locations where the Trail crosses roadways inside the Village limits, Cedar Street, Margaret Street, Pine Street and Brandy Brook. There are more than these four areas where the Trail intersects road within the Village, however, other crossings are State or privately owned and operated. The four previously mentioned crossings we will examine are owned and maintained specifically by the Village and their Department of Public Works so the best methods to incorporate them safely will be subject to reviews and adherence to local legislation like their Complete Street Policy.

### **1.4 COMPLETE STREETS POLICY**

In August of 2016, the Village adopted the Village of Saranac Lake Complete Street Policy. The Policy defines Complete Streets as “*streets that are designed and operated to enable safe access*

*for all users, in that pedestrians, bicyclists, motorists and public transportation users of all ages and abilities are able to safely move along and across a street.*” The Policy which aims to promote safety, reliability, and efficiency, applies to all Village-owned transportation facilities in the public right-of-way and provides an outlined approach for every transportation improvement and public works infrastructure project all the way from planning and design phase into construction, and operation and maintenance.

Whenever an infrastructure project is being planned, the Village Board, Department of Public Works and the Parks and Trails Advisory Board coordinate to ensure the goals of the Complete Streets Policy are met, which includes the completion of a Complete Streets Checklist to fully examine opportunities within a potential project. In conjunction with the Saranac Lake Bike and Pedestrian Trail Master Plan and Local Waterfront Revitalization Program, recommended projects going through the Complete Streets Policy are subject to rigorous review and approval processes to ensure they are in the Village’s best interest.

A Complete Street offers many benefits, providing daily commuters more options for getting to their destination, which can in turn help reduce greenhouse emissions and make for improved air quality; creating new avenues for recreation and exercise, helping make for a healthier, more active and connected community; expanding access to points of interest and local businesses, boosting the local economy; and perhaps most importantly, providing safer spaces for pedestrians and motorists to coexist.



## 2.0 COUNTERMEASURE IDENTIFICATION AND TOOLBOX

With the priority trail crossing locations identified, the next step in developing specific projects for each was to identify potential countermeasures for a “Countermeasure Toolbox” to be used to determine appropriate countermeasures for each location. Eight (8) potential countermeasures were identified ranging from lighting and illumination to improving or installing signage and pavement markings to education and enforcement, as listed below.

Each of these countermeasures is discussed in greater detail in the sections that follow. For each countermeasure, an overview of the countermeasure is given along with the potential safety benefit of installing the countermeasure. Typical applications are also listed, along with typical design features and typical costs. Finally, representative images for each are also shown.

1. Lighting & Illumination.
2. High-Visibility Crosswalks;
3. Curb Extensions
4. Raised Crossings
5. Signage & Pavement Markings
6. Speed Monitoring
7. Pedestrian/ Driver Educations; and
8. Police Enforcement

### 2.1 LIGHTING & ILLUMINATION

#### Overview

- Per NHTSA Traffic Safety Facts 2021 Data, 77% of pedestrian fatalities occurred in the dark.<sup>1</sup>
- Illumination makes crosswalks, signage, and pedestrians more visible to motorists.
- Traditional roadway lighting is typically placed to assist motorist visibility.

#### Safety Benefit

- Intersection lighting can reduce pedestrian crashes up to 42%.<sup>2</sup>

#### Costs

- Crosswalk lighting ranges from \$350 to \$40,000 per crosswalk depending on the complexity of the system.

#### Application

- At crossings, lighting should be uniform and installed on both sides of the roadway.
- Lighting placement should be forward of the crossing to avoid silhouetting of the pedestrian.



*Illuminated Crosswalk Example*



## 2.2 HIGH-VISIBILITY CROSSWALKS

### Overview

- Crosswalks guide pedestrians to cross the street to a designated location and help to alert drivers of potential pedestrian crossing.
- ‘Ladder’ style crosswalk bars are a highly visible option for both motorists and pedestrians even from a distance.
- Inlay, thermoplastic tape or epoxy paint is preferred to create reflectivity in lieu of water based paint or brick.

### Safety Benefit

- High visibility crosswalks can reduce pedestrian injury by up to 40%.<sup>3</sup>

### Costs

- Costs range from \$500 to \$1,500 per crosswalk.

### Application

Applicable to all midblock crossings and intersections with expected pedestrian activity.

Additional counter measures can be installed to enhance the visibility like lighting and signage.



*High Visibility Crosswalk Example*

## 2.3 CURB EXTENSIONS

### Overview

- Create more space for pedestrians by repurposing street parking or wide outside lanes.
- Leads to increased visibility and sight lines leading up to crossings.
- Reduces crossing distances for pedestrians.

### Safety Benefit

- No current CMF data is available but reduction in vehicle speeds, better visibility and shortened crossings all contribute to pedestrian safety.

### Costs

- Cost ranges from \$2,500 to \$30,000 depending on scope, conditions and materials planned for use.

### Application

Can be installed at intersections or mid-block crossings.

Design should consider usage by larger vehicles which need a larger turning radius.

Extra space created can allow opportunities for landscaping, amenities or other beneficial enhancements.



*Curb Extension Example*

## 2.4 RAISED CROSSINGS

### Overview

- Increases the visibility of the crosswalk and creates reduced vehicle speeds leading up to the crossing.
- Allows pedestrians to cross at sidewalk level for better visibility.
- Benefit is increased with the inclusion of additional safety enhancements such as lighting or signage.

### Safety Benefit

- Raised crosswalks can reduce pedestrian crashes up to 45%.<sup>4</sup>

### Costs

- Cost ranges from \$1,500 to \$10,000 per crosswalk depending on size and detail.

### Application

- Best for rural and local streets that already feature lowered vehicle speeds (under 45 MPH).
- Detectable warning strips should be included at edges for pedestrians especially those with vision impairments.



*Raised Crosswalk Example*

## 2.5 SIGNAGE AND PAVEMENT MARKINGS

### Overview

- Includes “YIELD” / “STOP” signage for pedestrian warnings, as well as in-street signs or markers for increased visibility.
- Greatly reinforces stopping and yielding right-of-way requirements for drivers.
- Often included with additional countermeasures like lighting and ‘ladder’ style crosswalks.
- Added centerline and/or shoulder lines pavement markings to increase visibility of each lane.

### Safety Benefit

- Advance yield or stop marking signs can reduce pedestrian crashes up to 25%.<sup>5</sup>

### Costs

- Signs can typically cost between \$200 to \$1,600 depending on quantity and manufacturer.



*Signage Example – In Street flexible Yield to Pedestrian sign with base – Sign# R1-6d*

### Application

- Flexible in-street yield to pedestrian sign should be placed in the median. Excess signage, however, can cause clutter and impact sightlines/distract drivers.
- Signage should follow MUTCD standards and may require additional roadway markings in advance of the crosswalk.

## 2.6 SPEED MONITORING

### Overview

- Police and transportation agencies have mobile units on trailers that can be employed to display the speed of passing vehicles.
- Typically, a temporary measure that helps educate and train roadway users to speed requirements.
- Traditional roadway lighting is typically included to assist motorist visibility.
- Permanent radar speed signs also known as driver feedback signs, speed display signs, YOUR SPEED signs and radar speed displays are valuable traffic calming devices that are effective in improving road safety.

### Safety Benefit

- Excessive automobile speeds increase risk. Studies have shown speed monitoring trailers can contribute to a 4% reduction in motorist speeds.<sup>6</sup>

### Costs

- Costs for permanent radar speed signs range from \$7,000 to \$18,000 per unit but may be affected by transport, monitoring or maintenance.

### Application

- Temporary speed monitoring measures are best used as a temporary measure in local areas prior to the installation of more permanent traffic calming measures.
- Permanent speed monitoring measures may be used as a traffic calming device where prevailing speeds exceed the posted speed limit.
- Care should be taken to not obstruct sightlines or travel ways of pedestrians or bicycles and should include high visibility markings.



*Speed Monitoring Example*

## 2.7 PEDESTRIAN / DRIVER EDUCATIONS

### Overview

- Increased education to limit lack of driver awareness along with traffic law disobeying.
- Increased level of education will make drivers decide to make smarter decisions.

### Safety Benefit

- Long term driving habits to be improved to be made from education.
- Promoting safer driving will help lead to less accidents happening.



### Components

- Campaigns to gain the support of the public for education courses may be conducted in cooperation with NYSDEC Adirondack Rail Trail Program.
- Different style campaigns to gain support for different style educations.

### Application

- Educational programs form a comprehensive, interdisciplinary strategy alongside infrastructure and policy adjustments.
- Internals campaigns emphasize the importance of safety programs within companies.
- Public relation endeavors create avenues for disseminating safety-related information.
- Engagement materials should feature universally appealing visual and written messages.

### Cost

- This varies greatly depending on the size of the scope and the campaigns with the programs.



## 2.8 POLICE ENFORCEMENT

### Overview

- Police enforcement is an important component to preserving a safe environment for all roadway users.

### Safety Benefit

- High-visibility enforcement campaigns targeting specific locations have been observed to increase crosswalk yield rates by up to 37%.\*
- Enforcement supports a sense of right and wrong on the roadways and lends credibility to other infrastructure and policy efforts.

### Application

- Enforcement programs are most effective in the form of a well-publicized campaign
- Proper training is necessary to help officers enforce right-of-way laws
- Good locations to focus on include school zones, residential areas, and pedestrian activity generators such as the rail trail crossings as is the focus of this safety plan.
- Sensitivity to the implications of police presence in communities and among specific age/ethnic groups is crucial.



*Saranac Police e-bikers.*

### Components

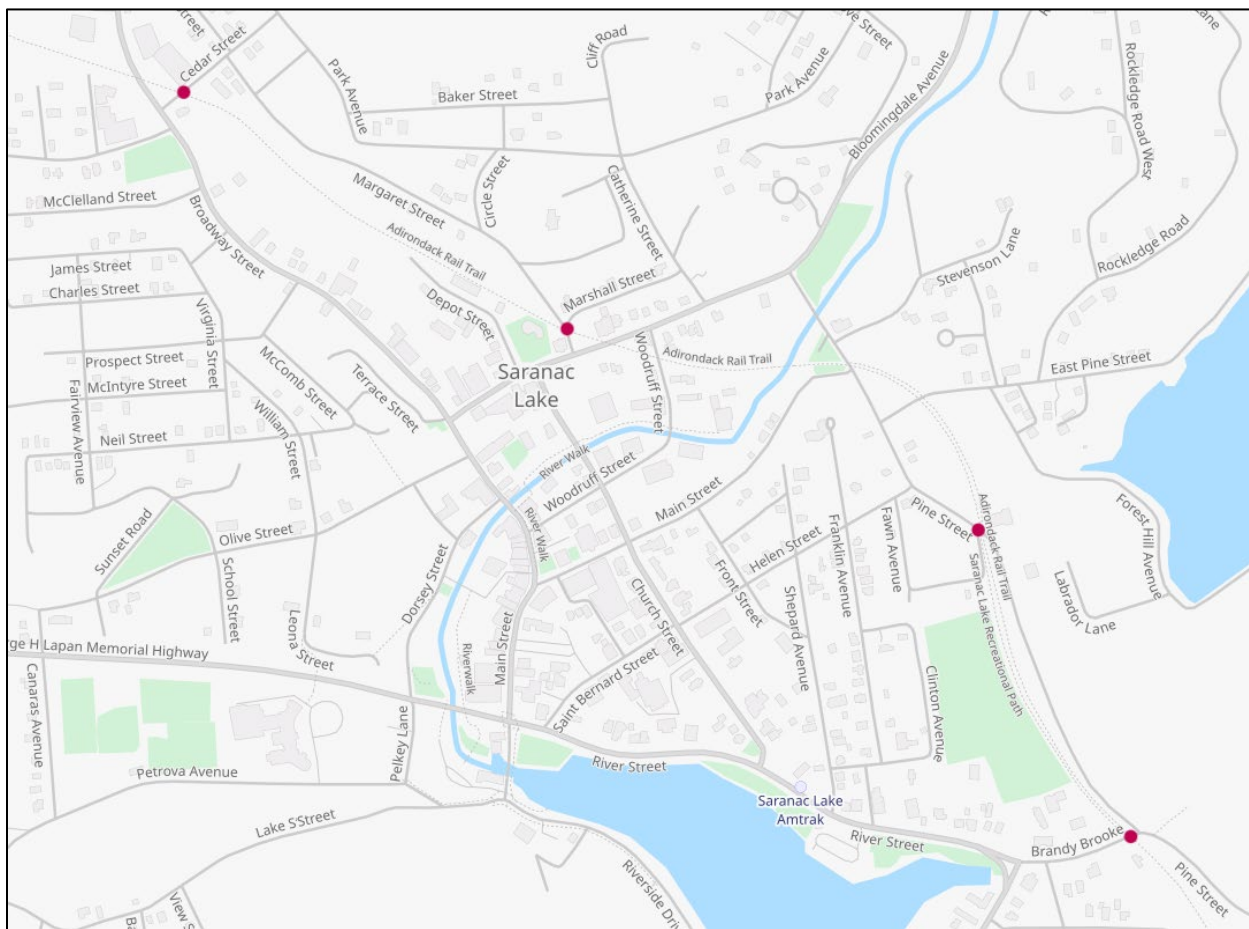
- Efforts should focus on policing drivers rather than pedestrians
- Enforcement should be preceded by warnings and media campaigns
- Issuing citations and violations are carried out as part of a broader strategic program
- Operations involving officers on bicycles can be effective in increasing awareness of bicycle activity in the community.

### Costs

- Varies widely depending on scope, training, number of officers involved, media efforts, and more.

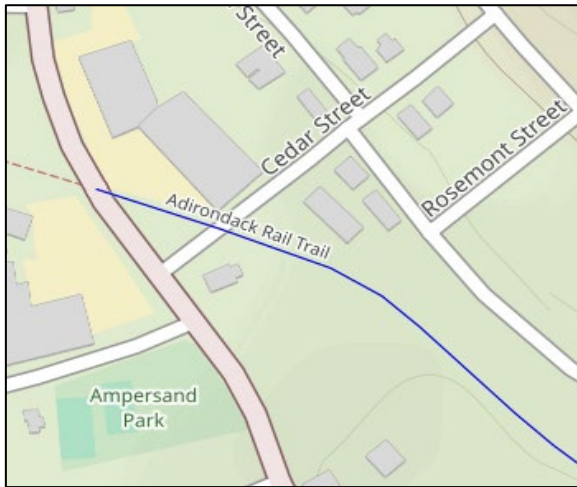
### 3.0 PROJECT IDENTIFICATION

The Village of Saranac Lake has identified four (4) existing crossings of the Adirondack Rail Trail with Village Roads. The crossings, located at Cedar Street, Margaret Street, Pine Street and Brandy Brook, are current, active roadways in which the Rail Trail users must traverse. The Village has made it a top priority to ensure the safety of all who utilize these crossings, pedestrians, and motorists alike. To bring these crossings to an acceptable level of compliance and safety, each crossing has been identified individually in this section and potential effective countermeasures outlined with each to help in preventing incidents and to enhance the positive effects intended from the newly constructed Adirondack Rail Trail.



*The four current crossings between the Adirondack Rail Trail and Village Roads, identified by pink dots on the above map.*

### 3.1 CEDAR STREET



Roadway Summary	
AADT	860
Functional Class	9 / Rural Local Road
Number of Lanes	2
Speed Limit	30 MPH



Cedar St. Crossing



#### Potential Countermeasures:

- ① Lighting and illumination
- ② High visibility crosswalk
- ⑤ Signage and pavement markings
  - Including centerline and shoulder line striping on approach to crossing
  - Including in-street flexible yield to pedestrian sign
- ⑦ Pedestrian driver education
- ⑧ Police enforcement

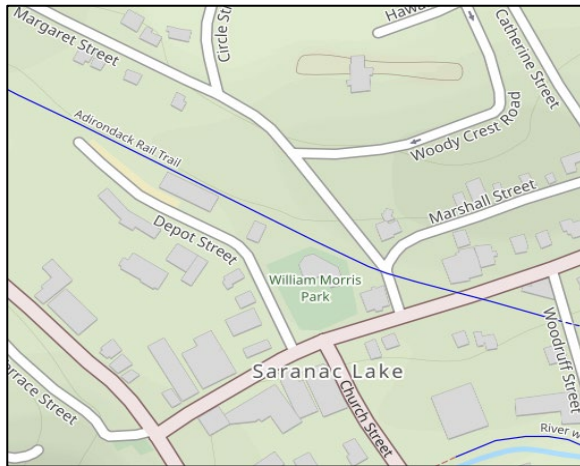








### 3.2 MARGARET STREET



Roadway Summary	
AADT	1,175
Functional Class	9 / Rural Local Road
Number of Lanes	2
Speed Limit	30 MPH



Margaret Street facing South



Margaret Street facing North

#### Potential Countermeasures:

- ② High visibility crosswalk  
Improve visibility by selective tree trimming
- ③ Curb extension. Extend curbing on south side of Margaret Street from the Route 3 / Bloomingdale Avenue intersection to trail crossing as a traffic calming countermeasure.
- ⑤ Signage and pavement markings
  - Including centerline and shoulder line striping on approach to crossing
- ⑥ Speed monitoring
- ⑦ Pedestrian driver education
- ⑧ Police enforcement







### 3.3 PINE STREET



Roadway Summary	
AADT	2,981
Functional Class	19 / Urban Local Street
Number of Lanes	2
Speed Limit	30 MPH



ADK Rail Trail looking North across Pine Street



#### Potential Countermeasures:

- ① Lighting and illumination
- ② High visibility crosswalk
- ⑤ Signage and pavement markings
  - Including centerline and shoulder line striping on approach to crossing
  - Including in-street flexible yield to pedestrian sign
- ⑥ Speed monitoring
- ⑦ Pedestrian driver education
- ⑧ Police enforcement









### 3.4 BRANDY BROOK



Roadway Summary	
AADT	2,241
Functional Class	17 / Urban Collector
Number of Lanes	2
Speed Limit	30 MPH



Looking South on Pine Street at the ADK Rail Trail crossing Brandy Brook

#### Potential Countermeasures:

- ② High visibility crosswalk
- ③ Improved intersection alignment
- ⑤ Signage and pavement markings
  - Including dashed lines through intersection.
- ⑦ Pedestrian driver educations
- ⑧ Police enforcement



Looking North on Pine Street at the ADK Rail Trail crossing Brandy Brook







## 4.0 PROJECT IDENTIFICATION

### 4.1 SUMMARY

The purpose of the Saranac Lake Rail Trail Pedestrian and Bicycle Safety Plan is to identify pedestrian risk factors at four road crossing locations and provide safety countermeasures recommendations for potential implementation. The goal of the project is to increase pedestrian and bicycle safety at trail roadway crossings in the Village. Based on coordination with the Village of Saranac Lake, the study area for this report was narrowed down to the four crossings listed below:

- ❖ Cedar Street
- ❖ Margaret Street
- ❖ Pine Street
- ❖ Brandy Brook

With the four locations identified, in order to develop specific projects, 8 potential countermeasures were identified for a “Countermeasure Toolbox”:

1. Lighting & Illumination.
2. High-Visibility Crosswalks;
3. Curb Extensions
4. Raised Crossings
5. Signage & Pavement Markings
6. Speed Monitoring
7. Pedestrian/ Driver Educations; and
8. Police Enforcement.

For each countermeasure, typical costs were identified.

With the four priority locations identified, and with the countermeasure tool box developed, specific countermeasures were developed for each priority location.

Finally, the priority locations were evaluated for the feasibility of countermeasure implementation, the likelihood of improving the safety of the crossing and the relative cost. The recommended countermeasures for each priority location are listed as follows and illustrated on Figures 1 through 4.

1. Cedar Street: 2, 5, 7, 8
2. Margaret Street: 2, 3, 5, 6, 7, 8
3. Pine Street: 1, 2, 5, 6, 7, 8
4. Brandy Brook: 2, 5, 7, 8

## REFERENCES

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<sup>1</sup> <https://crashstats.nhtsa.dot.gov/Api/Public/ViewPublication/813458>

<sup>2</sup> [http://www.pedbikesafe.org/pedsafe/countermeasures\\_detail.cfm?CM\\_NUM=8](http://www.pedbikesafe.org/pedsafe/countermeasures_detail.cfm?CM_NUM=8)

<sup>4</sup> [https://safety.fhwa.dot.gov/ped\\_bike/step/docs/techSheet\\_RaisedCW2018.pdf](https://safety.fhwa.dot.gov/ped_bike/step/docs/techSheet_RaisedCW2018.pdf)

<sup>5</sup> <https://highways.dot.gov/safety/proven-safety-countermeasures/crosswalk-visibility-enhancements>

<sup>6</sup> [http://www.pedbikesafe.org/pedsafe/countermeasures\\_detail.cfm?CM\\_NUM=59](http://www.pedbikesafe.org/pedsafe/countermeasures_detail.cfm?CM_NUM=59)



**Business of the Village Board  
Village of Saranac Lake**

SUBJECT: Revolving Loan Fund Policies and Procedures      Date: 08/12/2024  
DEPT OF ORIGIN: Village Manager      Bill # 121-2024  
DATE SUBMITTED: 08/07/2024      EXHIBITS: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Village Attorney      Village Administration

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EXPENDITURE REQUIRED	AMOUNT BUDGETED:	APPROPRIATION REQUIRED
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Resolution establishing policies and procedures for the Village of Saranac Lake  
Revolving Loan Fund.

MOVED BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_

VOTE ON ROLL CALL:

- MAYOR WILLIAMS      \_\_\_\_\_
- TRUSTEE RYAN      \_\_\_\_\_
- TRUSTEE WHITE      \_\_\_\_\_
- TRUSTEE SCOLLIN      \_\_\_\_\_
- TRUSTEE BRUNETTE      \_\_\_\_\_

**RESOLUTION TO ESTABLISH POLICIES AND PROCEDURES FOR THE VILLAGE  
OF SARANAC LAKE SMALL BUSINESS REVOLVING LOAN FUND**

WHEREAS, the Village of Saranac Lake has contracted with the Adirondaek Economic Development Corporation (AEDC) to provide certain administrative activities to support the operation and administration of the Village of Saranac Lake Small Business Revolving Loan Fund (RLF); and

WHEREAS, the RLF requires adopted policies and procedures; and

WHEREAS, the Village Manager/ Designee acts as representative for the Village on the Loan Review Committee, responsible for final approval or denial of proposed loans, and setting the final terms and conditions on approved loans; and

NOW, THEREFORE BE IT RESOLVED, the Village of Saranac Lake Board of Trustees adopts Village of Saranac Lake RLF policies and procedures; and

BE IT FURTHER RESOLVED, the Village of Saranac Lake Board of Trustees authorizes the Village Manager/ Designee to act as representative for the Village on the Loan Review Committee, responsible for final approval or denial of proposed loans, and setting the final terms and conditions on approved loans.

**Village of Saranac Lake Revolving Loan Fund**  
**Policies and Procedures**

With the assistance of the Adirondack Economic Development Corporation (AEDC), the Village of Saranac Lake has implemented a revolving loan program to provide financing opportunities to economically and socially disadvantaged entrepreneurs, including but not limited to those of ethnic or racial minority or women owned business enterprises and low to moderate incomes, in specific instances, who are unable to receive conventional financing for their projects or are not able to receive full project financing.

Loan intent is to provide decent, affordable housing and suitable living environments; expand economic opportunities, principally for persons of low and moderate income; create job opportunities for low-and moderate-income persons/families; prevent or eliminate blight; or to address a community development need that poses a serious and imminent threat to the community's health or welfare.

**Eligibility Requirements**

The following general requirements will apply to all loan programs. The final interpretation of the criteria and/or any variation from the criteria will be at the discretion of the Village of Saranac Lake (VSL) Village Manager/Designee and AEDC Loan Review Committee. Loans are subject to individual program requirements.

- Financing for start-up businesses will require the preparation and submission of a complete business plan.
- Existing businesses should submit three years of historical financial statements and year-to-date profit and loss statements. Existing businesses less than three years old should submit historical financial statements covering their full operating period. Existing businesses will be required to submit business proposals to explain the purpose of the loan received and the projected benefits of those loan funds to the firm and the overall local economy.
- A minimum 10 percent equity contribution will typically be required from the borrower. Larger equity contributions may be required on projects where collateral coverage is weak, the business's ability to service the debt may be in question.
- Loans made to an existing business should, in most cases, result in greater revenue, retaining or increasing employment, or diversification of services. The refinancing of existing debt must demonstrate substantial savings to the business over the term of the loan.
- Loans will not be made to businesses that are not in compliance with funding source requirements or for illegal activities.

**Use of Loan Proceeds**

Though each loan program will have its own criteria for eligible use of proceeds, in general, loan funds may be used for the following:

- Purchase of machinery and equipment

- Real Estate acquisition and improvement
- Inventory
- Working capital
- Start-up costs
- Refinancing of business debt
- Other valid business purposes

### **Underwriting Considerations**

AEDC will conduct all underwriting, focusing on personal guarantees, credit worthiness, security/collateral, bank declination/qualification, regulatory requirements, loan service area and environmental considerations.

### **Terms and Conditions**

#### ***Loan Term***

The term of the loan shall be in accordance with standard commercial lending underwriting guidelines, taking into consideration the purpose of the loan, life expectancy of assets financed, source funder requirements and the ability of the borrower to service the debt from cash flow. The VSL Village Manager/Designee and AEDC Loan Committee approves the final determination as to the exact term of the loan. Generally, the applicant may pre-pay the loan at any time without penalty. Loan amount (for the Village portion of the loan) can range between \$15,000-\$50,000.

#### ***Interest Rate***

Rates shall be charged to the borrower that will provide an adequate spread over the cost of funds to allow for the establishment of a reserve account sufficient to cover potential loan losses, and to offset administrative expenses.

The rate charged will be approved by the VSL Village Manager/Designee and AEDC Loan Committee, taking into consideration the above and the proposed collateral coverage of the loan, whether the business is start-up or an expansion of an existing operation, the management experience of the borrower, and the ability of the business to repay the debt through cash flow or secondary source of repayment. Interest rates can range between 3%-8% for the Village portion of a loan, at the discretion of the VSL Village Manager/Designee.

#### ***Loan Fees***

Unless prohibited by specific loan programs AEDC will collect an application fee of \$150 and may charge up to 1.5% loan commitment fee. Due to the additional time in collecting application information and review, non-profit organizations will require a \$250 fee. Application fee may be reduced or waived at VSL Village Manager/Designee or AEDC discretion.

#### ***Loan Payment***

The VSL Village Manager has authorized AEDC to accept and monitor loan payments on behalf of the Village. Total loan repayments to the Village portfolio should not be in excess of \$35,000 per NYS fiscal year (April 1 - March 31).

## Application and Review Process

The following is the general outline of the application and review process:

- Intake Questionnaire (VSL Village Manager/Designee)
- Loan Application received and determination of completeness (AEDC)
- Credit report reviewed and determination of borrower eligibility/loan declination (AEDC)
- Technical assistance/business plan review (AEDC)
- Final business plan or business narrative submission
  - Site visit by VSL Village Manager/Designee and AEDC staff may be required
- Preparation of Loan Proposal (AEDC)
- Loan Review Committee review (VSL Village Manager/Designee and AEDC)
- Issuance of commitment or declination letter (AEDC)
  - Forward package to AEDC attorney for closing preparation (if applicable)
- Loan closing (AEDC)
- Site visits/follow-up technical assistance (AEDC)

### ***Loan Committee Package Preparation***

The package will summarize the following:

- Identification of the borrower and guarantors
- The amount of the request
- The type of business
- Business location
- The purpose of borrowing
- The proposed terms of the loan
- The proposed collateral
- Proposed sources and uses
- Business description narrative
- Management ability narrative
- Financial analysis by underwriter

An attachment of full supporting loan application materials will be provided to the Loan Committee by AEDC.

### ***Loan Committee Review***

VSL Village Manager/Designee and the AEDC Board of Directors, through its Loan Review Committee is ultimately responsible for setting the final terms and conditions on approved loans. Any decisions to vary from the policies and procedures as outlined in this manual will be at the discretion of the VSL Village Manager/Designee and the AEDC Board of Directors.

### ***Issuance of Commitment or Declination Letter***

If the application is approved, AEDC staff will issue a commitment letter to the borrower. This letter will outline the terms and conditions as mandated by the Loan Review Committee. The borrower will be required to sign the letter and send it back to the AEDC before a closing will be scheduled. All commitment letters must have an expiration date in place that releases AEDC of its commitment if the loan is not closed by a certain date. In most cases this should not be longer than 90 days from the date of the commitment letter.

If the loan is declined, a letter will be sent to the borrower advising why that decision was made.

The borrower should be given a chance to reapply in the future if the initial reasons for declination are adequately addressed.

### ***Loan Closing***

The borrower will attend a closing, as scheduled by AEDC, in person unless special circumstances are presented. The loan documents used are standardized by the funding sources. Any variations require approval by the source funders and/or attorney review.

### ***Site Visits/Follow-Up Technical Assistance***

Site visits on borrowers will be done annually. Borrowers will be encouraged to keep in contact with the AEDC so that any technical assistance that is needed can be provided.

## **Portfolio Monitoring and Evaluation**

The loan portfolio will be monitored quarterly by the VSL Village Manager/Designee and AEDC. The purpose for this will be to: monitor the loan volume within the various programs; to track lending by the type of business being assisted; the number of jobs to be created or retained because of the financing; and to provide information on delinquencies and charge-offs within the various programs. The VSL Village Manager/Designee will provide a quarterly report of the loan portfolio to the Village Board.

## **Policies Regarding Delinquencies and Charge-offs**

In the event that a loan payment is not received within the stated grace period AEDC will notify the VSL Village Manager/Designee. If payment is not received within 30 days of the due date VSL Village Manager/Designee will contact the borrower in person or by telephone to request that payment be made immediately. If payment is not received within 60 days of due date a certified letter will be mailed notifying the borrower that he or she is in default and requesting full payment of arrears. Partial payment may be accepted if the borrower appears to have genuine problems and is cooperative. If satisfactory payment is not received within 90 days of the due date, the VSL Village Manager/Designee will send a certified letter calling the loan and demanding payment in full. If payment in full or satisfactory "Workout Plan" is not received within 120 days of delinquency, VSL Village Manager/Designee will refer to collection agency or attorney for legal action.

**Business of the Village Board  
Village of Saranac Lake**

SUBJECT: Overnight Travel

Date: 08/12/2024

DEPT OF ORIGIN: Village Manager

Bill # 122-2024

DATE SUBMITTED: 8/6/2024

EXHIBITS: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Village Attorney

\_\_\_\_\_  
Village Administration

EXPENDITURE  
REQUIRED:

AMOUNT  
BUDGETED:

APPROPRIATION  
REQUIRED:

\_\_\_\_\_  
SUMMARY STATEMENT:

Resolution to authorize overnight travel for Village Manager and Head Mechanic

MOVED BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_

VOTE ON ROLL CALL:

MAYOR WILLIAMS \_\_\_\_\_

TRUSTEE RYAN \_\_\_\_\_

TRUSTEE WHITE \_\_\_\_\_

TRUSTEE SCOLLIN \_\_\_\_\_

TRUSTEE BRUNETTE \_\_\_\_\_



RESOLUTION AUTHORIZING OVERNIGHT TRAVEL FOR THE VILLAGE MANAGER AND  
HEAD MECHANIC FOR INSPECTION OF NEW AERIAL PLATFORM FIRE TRUCK

WHEREAS, the Village of Saranac Lake Board of Trustees approved the purchase of a new aerial platform fire truck on February 14, 2022 with an anticipated deliver date 22-24 months from contact execution, and,

WHEREAS, an inspection of the truck from the manufacturer shall be performed by the Village Manager, Fire Chief, and Head Mechanic before scheduled delivery, and,

WHEREAS, the location of the manufacturer and the overnight travel will be in Ocala, Florida, and,

WHEREAS, the cost of the travel incurs no additional cost to the Village and overnight travel is included in the price of the truck.

THEREFORE, BE IT RESOLVED, the Village of Saranac Lake Board of Trustees hereby approves the overnight travel for the Village Manager and Head Mechanic for the inspection of new aerial platform fire truck.

**Village of Saranac Lake  
Business of the Board of Trustees**

BILL NUMBER: #123-2024  
SUBJECT: Music on the Green Concert Series Grant Acceptance  
FOR AGENDA OF: 8/12/2024  
SPONSOR(S): Village Manager  
DATE SUBMITTED: 8/7/2024  
EXHIBITS: None

**BUDGET INFORMATION**

EXPENDITURE REQUIRED: \$0  
AMOUNT BUDGETED: \$0  
APPROPRIATION REQUIRED: \$0

**SUMMARY STATEMENT**

Resolution authorizing acceptance of grant award from the Adirondack Lakes Center for the Arts ADK Quad-County Statewide Community Re-grants Program to help support the Music on the Green 2024 concert series. The Village will receive \$4,500.00 to help expand and advertise the series.

**RECOMMENDED ACTION**

**APPROVAL OF RESOLUTION**

MOVED BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_

VOTE ON ROLL CALL:

MAYOR WILLIAMS \_\_\_\_\_

TRUSTEE SCOLLIN \_\_\_\_\_

TRUSTEE BRUNETTE \_\_\_\_\_

TRUSTEE RYAN \_\_\_\_\_

TRUSTEE WHITE \_\_\_\_\_

**RESOLUTION AUTHORIZING ACCEPTANCE OF THE ADK QUAD-COUNTY  
STATEWIDE COMMUNITY REGRANT FOR \$4,500 TO SUPPORT MUSIC ON THE  
GREEN 2024 CONCERT SERIES**

WHEREAS, the NYS Council on the Arts makes available grant funding to ensure access to arts and culture around New York State through the ADK Quad-County Statewide Community Re-grants Program; and

WHEREAS, the Music on the Green 2024 Concert Series provides free concerts to the public during the summer; and

WHEREAS, the series currently depends exclusively on business and organization sponsorships and grants; and

WHEREAS, additional funding through the SCR Grant would allow additional concerts to be held; and

WHEREAS, the Village of Saranac Lake is an eligible applicant;

THEREFORE, BE IT RESOLVED, the Village Board of Trustees authorizes the Village Manager to accept the SCR Grant for \$4,500 to support the Music on the Green 2024 Concert Series.

**Adirondack Lakes Center for the Arts (ALCA)  
3446 Route 28, P.O. Box 205  
Blue Mountain Lake, NY 12812**

**ADK QUAD-COUNTY STATEWIDE COMMUNITY REGRANTS (SCR)  
2024 CULTURAL SERVICES CONTRACT**

This agreement is made between the Adirondack Lakes Center for the Arts (hereinafter referred to as "ALCA" or "Grantor"), 3446 Route 28, P.O. Box 205, Blue Mountain Lake, NY 12812, and the Village of Saranac Lake (hereinafter referred to as "Grantee"), 39 Main Street, Suite 9, Saranac Lake, NY 12983; 518-891-4150, comdevassist1@saranaclakeny.gov.

1. **Services to be Performed:** Grantee agrees to perform the following services, as more fully described in Grantee's 2024 Statewide Community Re grants (SCR) application for the Community Arts project titled "Music on the Green 2024" in accordance with the SCR application guidelines issued by ALCA for FY2024.
2. **Payments:** The sum of \$4,500.00 shall be paid by a check from ALCA to Grantee after receipt of SCR re grant funding from the New York State Council on the Arts (NYSCA) and upon signed receipt of this contract from Grantee.
3. **Period of Performance:** The services under this agreement to be performed by Grantee, as described in paragraph 1, shall commence or have commenced no earlier than January 1, 2024 and be completed no later than December 31, 2024. Upon request by the Grantee, these services can be extended into 2025 with the approval of ALCA's SCR coordinator.
4. **Reports:** Grantee agrees to submit such reports as may be requested by ALCA, in such form as ALCA may prescribe, relating to Grantee's services and the performance thereof and Grantee's ability to fulfill its obligations under this agreement. In addition, Grantee shall supply a final report on such forms as ALCA may prescribe within thirty (30) days after the completion of the project.
5. **Financial Data:** Grantee shall maintain complete, accurate and current records of all income and expenses relating to its overall operations and services performed pursuant to this agreement. The supporting records shall be readily identifiable. During the term of this agreement and at any time within three years thereafter, Grantee shall make such records available to ALCA for review and audit if ALCA requests such records.
6. **Termination and Cost Disallowance:** If ALCA determines that Grantee:
  - a) has misrepresented any fact or supplied any false or misleading information in its application or in any report concerning performance of its services; or
  - b) has diverted payments under this agreement to any purpose other than performance of those services as set forth in this agreement; or

c) has failed to maintain all or any part of the financial data specified in section 5 hereof or fails to make any such records available to ALCA or such records fail to support such items or revenue or expense; or  
d) has failed to provide any required reports; or  
e) has failed to abide by any other terms or conditions of this agreement; or  
f) will be unable to satisfactorily perform part or all of the services or duties required of it hereunder, then, at the option of ALCA and the exclusive discretion of ALCA, ALCA may terminate this agreement pursuant to paragraph 7 below and/or—to the extent that any item of revenue or expense has been misrepresented, diverted or is not supported by required records—ALCA may disallow in whole or in part any payment not yet made. If payment therefore has already been made, upon demand Grantee shall refund to ALCA the amount so disallowed. Payments to Grantee shall not limit the right of ALCA to obtain a refund of any payment to Grantee that was in excess of that to which Grantee was lawfully entitled. This provision for termination shall not limit or modify any other right of ALCA to proceed against Grantee at law or under the terms of this agreement.

**7. Termination for Fault:** If ALCA determines that Grantee has failed to perform, or has good and sufficient reason to believe that Grantee will fail to satisfactorily perform, all or part of the services, obligations, or duties required of it pursuant to this agreement, ALCA may terminate this agreement in whole or in part upon written notice to Grantee specifying the services terminated and the effective date of such termination. Upon termination, all funds remaining unpaid under this agreement shall accrue to ALCA for use as it sees fit. This provision for termination shall not limit or modify any other right of ALCA to proceed against Grantee at law or under the terms of this agreement.

**8. Termination Not for Fault:** Whenever ALCA determines that termination of this agreement, in whole or in part, is in the best interest of ALCA or NYSCA, it may terminate this agreement by written notice to Grantee specifying the services terminated and the effective date of such termination, all without any liability of ALCA. Upon termination, Grantee shall be entitled to retain such portion of the grant money attributable to costs actually incurred or contractually irreversibly committed until the date of such termination for services to be performed under this agreement, but not in an amount greater than that set forth in paragraph 2 hereof, and all of the remaining portion of grant money shall be immediately returned to ALCA.

**9. Appropriate Verbiage:** In any program or other printed materials announcing or describing a service supported by ALCA or in any publication, book, catalog, film, videotape, exhibition or other service or product assisted under the terms of this agreement, Grantee shall prominently mention ALCA and include the following language verbatim—i.e., word for word—as it appears below:

***This project is made possible with funds from the Statewide Community Re grants program, a regrant program of the New York State Council on the Arts with the support of the Office of the Governor and the New York State Legislature and administered by the Adirondack Lakes Center for the Arts.***

Grantee has the option of including ALCA's logo in any materials promoting its project, but Grantee cannot use the NYSCA logo in any materials.

10. **Use of Reproducible Material:** ALCA reserves the right to reproduce for its own marketing or archival purposes without payment any publishable or otherwise reproducible matter, including any copyrighted matter directly arising from the services Grantee performs pursuant to this agreement, and Grantee will make such matter available to ALCA for such purposes. Nothing herein shall allow the reproduction or distribution of the matter created or presented by Grantee or its sponsored artist(s)/arts group for any purpose other than marketing ALCA, the SCR grant program or this project, and nothing herein shall allow the sale or exchange for value of any kind by ALCA of the matter or any copy or reproduction thereof and all copyrights in said works are owned and administered solely by the Grantee or sponsored artist(s)/arts group.

11. **Independent Contractor:** Grantee shall not represent to any person, foundation, group, organization, or government entity, whether employed by it or not, that it is acting or is entitled to act as an agent of ALCA or that it is entitled in any way to act on behalf of ALCA or incur obligations on behalf of ALCA. Grantee acknowledges that it is an independent contractor and not the employee of ALCA in connection with this agreement.

12. **Third Parties:** Nothing contained in this agreement shall create or give third parties any claim or right of action against ALCA.

13. **Authorized Persons Notice:** Whenever, in this agreement, action is to be taken or approval given by ALCA, such action or approval may be taken or given only by officers of ALCA or any employee or agent designated in writing by any of them.

14. **Assignment:** This agreement is intended to secure the personal services of Grantee and shall not be assigned, sublet, or transferred.

15. **Arts Audit:** Grantee agrees to notify ALCA at least one month in advance of any public presentation, performance, exhibition, etc., that is being funded by the ADK Quad-County SCR program for the purpose of an arts audit. If there is a charge for admittance or tickets sold, Grantee agrees to furnish ALCA with at least two complimentary tickets at least two weeks in advance of the scheduled date.

16. **Hold Harmless:** Grantee agrees to hold ALCA and its trustees, officers, employees, and agents harmless from any and all causes of action, damages, costs, expenses, or other liabilities in law or in equity arising out of the use of these funds by Grantee and Grantee's performance of services hereunder.

17. **Entire Agreement:** This agreement constitutes the entire agreement between the parties hereto, and no statement, promise, condition, understanding, inducement, or representation—oral, written, expressed, or implied—that is not contained herein shall be binding or valid; and this agreement shall not be changed, modified, or altered in any manner except by an instrument in writing executed by the parties hereto.

18. **Changes to Project:** Grantee agrees to notify ALCA immediately in writing if there is any change to the project from the information contained in the application. Grantee agrees that, if such change occurs and ALCA in its sole discretion determines that such change will impede or impair Grantee's ability to perform the contracted services, ALCA shall have the right to terminate this agreement.

19. **Awards Ceremony:** Furthermore, it is highly recommended that Grantee attend any grant awards ceremony recognizing the ADK Quad-County 2024 SCR recipients, which, if it were to occur, would will be held at a time and location to be announced assuming circumstances related to the ongoing COVID-19 pandemic permit such an event.

20. **Acceptance of Award:** By accepting this grant award, Grantee acknowledges that Grantor is not its partner or agent and that no relationship exists between Grantee and Grantor beyond that of grantee and grantor. Additionally, Grantee hereby waives any claims it may have against Grantor and agrees to indemnify and hold Grantor and its trustees, officers, employees, staff members, agents, and affiliates harmless from and against all demands, claims, assessments, losses, costs, disbursements and expenses, fees, liabilities, damages, judgments, suits, and all legal proceedings, and any and all costs and expenses in connection therewith (including reasonable attorney's fees), with regard to this grant award or Grantee's artistic work(s), project(s) or program(s).

21. **Timing:** This agreement shall be in effect upon receipt of an executed copy thereof by ALCA.

22. **Execution:** In witness whereof, the parties hereto have executed the above instrument.

**FOR GRANTEE (direct applicant or fiscal sponsor):**

**Printed Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_  
Village of Saranac Lake

**Date:** \_\_\_\_\_

**FOR ALCA:**

**Printed Name:** Joanna Pine \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Title:** President, Board of Trustees \_\_\_\_\_

**Date:** \_\_\_\_\_



**Business of the Village Board  
Village of Saranac Lake**

SUBJECT: Waive Staff Residency Requirement      Date: 08/12/2024  
DEPT OF ORIGIN: Mayor Williams      Bill #   124-2024    
DATE SUBMITTED: 7/28/2024      EXHIBITS: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Village Attorney

\_\_\_\_\_  
Village Administration

EXPENDITURE                      AMOUNT                      APPROPRIATION  
REQUIRED:                      BUDGETED:                      REQUIRED:

\_\_\_\_\_  
SUMMARY STATEMENT:

Resolution to waive the residency requirements for the Deputy Clerk/Treasurer Position

MOVED BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_

VOTE ON ROLL CALL:

MAYOR WILLIAMS                      \_\_\_\_\_

TRUSTEE RYAN                              \_\_\_\_\_

TRUSTEE WHITE                              \_\_\_\_\_

TRUSTEE SCOLLIN                              \_\_\_\_\_

TRUSTEE BRUNETTE                              \_\_\_\_\_

RESOLUTION TO WAIVE TO THE RESIDENCY REQUIREMENTS FOR THE DEPUTY  
CLERK/TREASURER POSITION

WHEREAS, there is a vacancy for the position of Deputy Clerk/Treasurer, and,

WHEREAS, the vacancy will be filled for the balance of the unexpired term for the position, and,

WHEREAS, to fill this vacancy for the unexpired term, the residency requirement shall be waived by the Village of Saranac Lake Board of Trustees for the position of Deputy Clerk/Treasurer to facilitate appointment from current employees.

THEREFORE, BE IT RESOLVED, the Village of Saranac Lake Board of Trustees waives the residency requirements for the remainder of the unexpired term of the Deputy Clerk/Treasurer office.

**Business of the Village Board  
Village of Saranac Lake**

SUBJECT: Hot House Lease

Date: 08/12/2024

DEPT OF ORIGIN: Village Manager

Bill # 125-2024

DATE SUBMITTED: 8/7/2024

EXHIBITS: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Village Attorney

\_\_\_\_\_  
Village Administration

EXPENDITURE  
REQUIRED:

AMOUNT  
BUDGETED:

APPROPRIATION  
REQUIRED:

\_\_\_\_\_  
SUMMARY STATEMENT:

Resolution to authorize the Village Manager to execute lease with the Hot House

MOVED BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_

VOTE ON ROLL CALL:

MAYOR WILLIAMS \_\_\_\_\_

TRUSTEE RYAN \_\_\_\_\_

TRUSTEE WHITE \_\_\_\_\_

TRUSTEE SCOLLIN \_\_\_\_\_

TRUSTEE BRUNETTE \_\_\_\_\_



## **LEASE AGREEMENT**

between

the VILLAGE OF SARANAC LAKE

and

TODD HOFFNAGLE

---

For Lease of Saranac Lake Hot House

## LEASE AGREEMENT

THIS AGREEMENT, made this \_\_\_ day of \_\_\_\_\_, 2024,

### BY AND BETWEEN:

**Todd Hoffnagle of**, 6187 St. Rt. 30, Lake Clear, NY 12945 (“Lessee”) and

**VILLAGE OF SARANAC LAKE, INC.**, a New York municipal corporation, 39 Main Street, Saranac Lake, New York 12983 (“Lessor”)

### WITNESSETH

1. **Lessor agrees to lease** to Lessee the Hot House nursery facilities located at 33 Petrova Ave., Saranac Lake, NY (referred to herein as the “Premises”). Lessee accepts said Premises in “as is” condition and agrees to the Lease terms set out herein.
2. **Leased Premises:** The Premises shall include access to the Main Nursery Structure, three attached Green Houses, associated Small Storage Sheds, and existing Parking Area. The Lessee shall observe all future Right of Way agreements between the Village of Saranac Lake and any other parties named. There will be no access granted to the former Pius X High School Building or associated garages.
3. **Lease Term:** The term of this lease shall be from the 1<sup>st</sup> day of January, 2025, through 12/31/25. Lessee may have the option to extend the lease term if authorized by the Village of Saranac Lake. The Lessee expressly acknowledges and agrees that the Premises subject to this lease are currently owned by the Village of Saranac Lake., and that the Lessor (Village of Saranac Lake) intends to execute a contract to purchase the Premises from the Village of Saranac Lake.
4. **Rent:** The base rent under this lease shall be \$1,000.00 per month, and the first day of each month thereafter. Any partial month shall be prorated for the time period covered.
5. **Maintenance:** Lessee shall be responsible for maintenance, snow removal, and overall upkeep of the Premises. Lessee agrees to pay the electrical costs of usage for the Premises (determined by either a metering device or 75% of total property bill). Lessee agrees to pay 75% of total Water/Sewer bill for the Premises. Lessee shall have in their name, and be financially responsible for all other utilities, including but not limited to, Heating Fuel, Internet, and Phone.
8. **Indemnification:** Lessee shall fully indemnify and save harmless Lessor, its agents and employees from and against any and all actions, suits, damages, costs, charges, and expense for personal injury and/or property damage arising from the use and lease of the subject premises by Lessee, including all defense costs and reasonable attorney’s fees.
9. **Insurance:** Lessee shall procure and maintain liability insurance for personal injury or property damage with minimum of \$1 million per occurrence, \$2 million aggregate and naming Lessor as additional insured.
10. **Sub-let:** Lessee may not sublet the entirety of the leased Premises except upon the written permission of Lessor.

11. **Inspection:** Lessor may enter the leased Premises, for the purpose of inspecting the leased Premises, on reasonable advance notice to Lessee.
12. **Notices:** Any notices or communications under this Lease shall be personally delivered or mailed by certified mail return receipt requested to the addresses set forth above.
13. **Assignment:** Neither Party may assign any rights or obligations under this Lease without the written approval of the other party.
14. **Amendments:** This Agreement is the complete agreement of the parties, and may only be amended by a writing signed by both parties.
15. **Governing Law:** This Agreement shall be governed by the laws of the State of New York.

[remainder of page intentionally left blank]

**FOR: Todd Hoffnagle**

**BY: \_\_\_\_\_**  
**ITS: Business Owner**

**FOR: VILLAGE OF SARANAC LAKE**

**BY: \_\_\_\_\_**  
**ITS:**

**Business of the Village Board  
Village of Saranac Lake**

SUBJECT: Smart Growth Grant Acceptance – Pendragon Theater Date: 08/12/2024

DEPT OF ORIGIN: Village Manager

Bill # 126-2024

DATE SUBMITTED: 8/8/2024

EXHIBITS: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Village Attorney

\_\_\_\_\_  
Village Administration

EXPENDITURE  
REQUIRED:

AMOUNT  
BUDGETED:

APPROPRIATION  
REQUIRED:

\_\_\_\_\_  
SUMMARY STATEMENT:

Resolution to approve the acceptance of Smart Growth Grant for the Pendragon Theater Project

MOVED BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_

VOTE ON ROLL CALL:

MAYOR WILLIAMS \_\_\_\_\_

TRUSTEE RYAN \_\_\_\_\_

TRUSTEE WHITE \_\_\_\_\_

TRUSTEE SCOLLIN \_\_\_\_\_

TRUSTEE BRUNETTE \_\_\_\_\_



RESOLUTION TO ACCEPT SMART GROWTH GRANT FOR THE VILLAGE OF SARANAC  
LAKE "PENDRAGON THEATER" PROJECT

WHEREAS, the Village of Saranac Lake Board of Trustees authorized the submission of an Adirondack Park Community Smart Growth Grant Application, and,

WHEREAS, the Village of Saranac was awarded \$300,000 (with an in-kind match of \$498,410 to be paid by Pendragon) for the Village of Saranac Lake Pendragon Theater Project, and,

WHEREAS, the Village accepts the terms of the grant.

THEREFORE, BE IT RESOLVED, the Village of Saranac Lake Board of Trustees authorize the acceptance of the Community Smart Growth Grant award in the amount \$300,000.

# NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Lands and Forests

625 Broadway, 5th Floor, Albany, New York 12233-4250

P: (518) 402-9405 | F: (518) 402-9028 | [Landsforests@dec.ny.gov](mailto:Landsforests@dec.ny.gov)

[www.dec.ny.gov](http://www.dec.ny.gov)

April 15, 2024

Hon. Jimmy Williams  
Village of Saranac Lake  
[mayorwilliams@saranaclakeny.gov](mailto:mayorwilliams@saranaclakeny.gov)  
[comdev@saranaclakeny.gov](mailto:comdev@saranaclakeny.gov)  
Via email

RE: Application number DEC01-SGADK-2023-00009

Dear Mayor Williams:

The final selections for the Adirondack Park and Catskill Park Community Smart Growth Grant Program Round 7 have been made. This letter serves as a pre-notification of a pending grant award in the amount of \$300,000, for the project titled "Village of Saranac Lake (Pendragon Theatre)" submitted under application number DEC01-SGADK-2023-00009. The Department hereby notifies you of its intent to award your project proposal, contingent upon approval of the Office of the State Comptroller (OSC).

A total of 55 proposals were submitted from the Adirondack and Catskill parks and 48 were selected. The awards are conditioned upon OSC approval of the grant program procurement record. After that, a Master Contract for Grants to govern your grant award will be formally offered.

In the interim, program staff will reach out to you to begin the process of developing the contract, setting up your project work plan and budget in SFS Grants Management, and obtaining grantee documents. Please note that the contract term within which all grant-related activity must occur is anticipated to be 08/01/2024 – 07/31/2027.

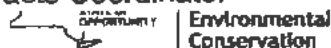
Expenditures related to project activities that occur after the contract start date will be eligible for reimbursement after the contract is fully executed. If you have any questions about the grant process and your application, we would be happy to assist you. Please contact program staff Michelle Higgins via email to set up a phone call, [Michelle.Higgins@dec.ny.gov](mailto:Michelle.Higgins@dec.ny.gov).

Thank you for your continued participation in the Adirondack Park and Catskill Park Community Grant Program Round 7. We look forward to working with you to ensure that your project is successful.

Sincerely,

Fiona Watt  
Director

cc: Dylan Walrath, Smart Growth Contracts Coordinator



**Business of the Village Board  
Village of Saranac Lake**

SUBJECT: Pisgah Water Withdrawal Permit

Date: 08/12/2024

DEPT OF ORIGIN: Village Manager

Bill # 127-2024

DATE SUBMITTED: 8/7/2024

EXHIBITS: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Village Attorney

\_\_\_\_\_  
Village Administration

EXPENDITURE  
REQUIRED:

AMOUNT  
BUDGETED:

APPROPRIATION  
REQUIRED:

\_\_\_\_\_  
SUMMARY STATEMENT:

Resolution to authorize a contract with Suozzo, Doty, and Associates (SDA) for Mount Pisgah water withdrawal permit application

MOVED BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_

VOTE ON ROLL CALL:

MAYOR WILLIAMS \_\_\_\_\_

TRUSTEE RYAN \_\_\_\_\_

TRUSTEE WHITE \_\_\_\_\_

TRUSTEE SCOLLIN \_\_\_\_\_

TRUSTEE BRUNETTE \_\_\_\_\_

RESOLUTION TO AUTHORIZE A CONTRACT WITH SUOZZO, DOTY, AND ASSOCIATES FOR  
MOUNT PISGAH WATER WITHDRAWAL DEC PERMIT

WHEREAS, the NYS Department of Environmental Conservation (NYSDEC) requires a Water Withdrawal Permit for any usage of ground or surface water,

WHEREAS, the Village of Saranac Lake was issued a notification that it must submit said permit application for use the pond water for seasonal snow making, and,

WHEREAS, a budgetary appropriation of \$10,000 from the unreserved general fund to the Mount Pisgah Services account (001.7260.0400) is necessary to cover the costs associated with submitting the permit application.

THEREFORE, BE IT RESOLVED, the Village of Saranac Lake Board of Trustees authorizes the Village Manager to sign a contract with Suozzo, Doty, and Associates (SDA) for the Water Withdrawal Permit Application for Mount Pisgah.



August 2, 2024

Mayor Jimmy Williams  
39 Main Street  
Saranac Lake, NY 12983

**RE: Mount Pisgah Water Withdrawal Permit Application – Engineering Services Proposal  
SDA Proposal #24-065**

Dear Mayor Williams,

Suozzo, Doty & Associates Professional Engineering, PLLC (SDA) thanks you for the opportunity to submit this professional engineering services proposal for your consideration. We are pleased to have the opportunity to provide engineering services related to the submission of a Water Withdrawal Permit Application for the Mt. Pisgah Recreation Center for the use of pond water for seasonal snow making. At this time, based on preliminary conversations with Mr. David Lewis, we understand the following about the project:

#### **PROJECT UNDERSTANDING**

- The Village of Saranac Lake owns the Mount Pisgah Recreation Center and coordinates operation of the facility with “The Friends of Mount Pisgah.”
- The existing purported man-made pond on site has been utilized as a water source for snow making to supplement the natural snow base. The primary source of pond water is the Village’s potable water system through a piped air-gapped connection.
- A flow meter on the potable water connection to the pond was installed during the 2023-2024 ski season. There is no flow meter on the water connection from the pond to the snowmaking equipment.
- The pond has a surface area of approximately 15,000 sf, a depth of approximately 4 ft near the pump house and stores both municipal potable water and stormwater runoff. The pond is unlined.
- The NYS Department of Environmental Conservation (NYSDEC) requires a Water Withdrawal Permit, pursuant to 6NYCRR Part 601, for any water usage of, or the ability to use, either ground or surface water in excess of 100,000 gallons per day (GPD). The existing pumping system has the hydraulic capacity to supply more than 100,000 GPD to the snow making system currently, and a new pumping system is under evaluation.
- The NYSDEC issued a notification that the Village of Saranac Lake, as owner of Mount Pisgah, is required to submit a Water Withdrawal Permit application by July 1, 2024. SDA will work with the Village to work with NYSDEC to extend the application deadline to October 31, 2024, due to the Department’s desire to complete the permit prior to the next ski season. With limited data, assumptions and estimates may need to be used to complete the work.

**SCOPE OF SERVICES**

**TASK 1: NYSDEC WATER WITHDRAWAL PERMIT APPLICATION**

Under this task, SDA will prepare the NYSDEC Water Withdrawal Permit Application in compliance with 6 NYCRR Part 601, and as detailed in the Department’s “Applicant Checklist for Water Withdrawal Permit”, copy of which is attached.

**TASK 2: PROJECT ADMINISTRATION**

Under this Task, SDA will provide any additional tasks related to this ongoing water withdrawal permit application project, at the specific request of the Owner. This Task will be a time and materials (T&M) work task, as Village staff may need additional engineering services to complement the above-mentioned work tasks.

**PROFESSIONAL SERVICES FEE AND COMPENSATION**

**Professional Services Fee Schedule**

<b>Task</b>	<b>Lump Sum Fee</b>	<b>Time and Materials Estimate</b>	<b>Subcontractor Fee<sup>1</sup></b>	<b>Schedule<sup>2</sup></b>
Task I – Water Withdrawal Permit Application for Mt. Pisgah Recreation Center	\$8,800			October 31, 2024
Task II – Project Administration & Reimbursables		\$1,200		
<b>Total</b>		<b>\$10,000</b>		

<sup>1</sup> Subcontractor Fees include a 15% markup to account for SDA’s administrative costs.

<sup>2</sup> Schedule begin and completion dates are estimates only and begin upon authorization. SDA will make its best attempt to complete work tasks as expeditiously as possible; however, coordination will be subject to availability of others.

SDA will perform the above-listed professional services in accordance with the fees and schedule depicted in the task description. Lump sum tasks will be billed monthly commensurate with work completed to date. Reimbursable expenses are included in the task budget.

Compensation shall commence for services provided from the date of authorization by the Owner until completion of the work.

Invoices will be submitted to the Client on a monthly basis. Payment shall be made to SDA, PLLC within 30 calendar days of the date of invoice. A 1.5% finance charge will be applied to any invoice unpaid within 30-days. Checks shall be forwarded to SDA, PLLC, 4607 Lake Shore Drive, P.O. Box 653, Bolton Landing, NY 12814.



### **ADDITIONAL SERVICES**

Additional services can be provided if deemed necessary and approved by the Owner. Compensation for additional services can be negotiated as needed. Additional work will be approved by the client prior to the execution of the additional tasks.

Services not indicated or included in the above-listed scope of services, or which are subsequently requested, either verbally or in writing, will be considered additional services. The fee will be based upon either a mutually agreed fixed fee or an hourly basis at rates in effect at the time the services are performed,

### **BILLING RECORDS**

SDA shall maintain accounting records of its costs in accordance with generally accepted accounting practices. If any information other than a monthly invoice is required (additional breakdown), it can be provided at fee. The fee shall be based on time to prepare the documents as requested. Access to SDA records will be provided during normal hours within a reasonable notice (five business days) during the term of this agreement and for three (3) years after completion. All invoices shall indicate SDA's project number and/or project designation.

### **ATTACHMENTS**

Endorsement Page  
Standard Terms and Conditions

### **CLOSING**

We thank you for this opportunity to work with the Village of Saranac Lake! If you find this proposal acceptable, please execute where indicated on the following page. If you have any questions or if you need additional information, please feel free to call me directly at 518-240-6293. Thank you!

Sincerely,

Kathleen Suozzo, P.E.  
Managing Principal

**Business of the Village Board  
Village of Saranac Lake**

SUBJECT: SLLDC Ex-Officio

Date: 08/12/2024

DEPT OF ORIGIN: Trustee White

Bill # 128-2024

DATE SUBMITTED: 8/7/2024

EXHIBITS: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Village Attorney

\_\_\_\_\_  
Village Administration

EXPENDITURE  
REQUIRED:

AMOUNT  
BUDGETED:

APPROPRIATION  
REQUIRED:

\_\_\_\_\_  
SUMMARY STATEMENT:

Appoint Aurora White to SLLDC as ex-officio member

MOVED BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_

VOTE ON ROLL CALL:

MAYOR WILLIAMS \_\_\_\_\_

TRUSTEE RYAN \_\_\_\_\_

TRUSTEE WHITE \_\_\_\_\_

TRUSTEE SCOLLIN \_\_\_\_\_

TRUSTEE BRUNETTE \_\_\_\_\_



RESOLUTION TO APPOINT AURORA WHITE AS ACTING LIAISON BETWEEN THE  
SARANAC LAKE LOCAL DEVELOPMENT CORPORATION AND VILLAGE OF SARANAC  
LAKE

WHEREAS, the SLLDC may include as many ex-officio members from the Board of Trustees as it sees fit.

THEREFORE, BE IT RESOLVED, that the Board of Trustees hereby appoints Aurora White as the ex-officio member who shall act as a liaison between the Village of Saranac Lake and Saranac Lake Local Development Corporation.

**Business of the Village Board  
Village of Saranac Lake**

SUBJECT: 3D Scan Contract

Date: 08/12/2024

DEPT OF ORIGIN: Village Manager

Bill # 129-2024

DATE SUBMITTED: 8/7/2024

EXHIBITS:                      

APPROVED AS TO FORM:

\_\_\_\_\_  
Village Attorney

\_\_\_\_\_  
Village Administration

\_\_\_\_\_  
EXPENDITURE  
REQUIRED:

\_\_\_\_\_  
AMOUNT  
BUDGETED:

\_\_\_\_\_  
APPROPRIATION  
REQUIRED:

\_\_\_\_\_  
SUMMARY STATEMENT:

Resolution authorizing the Village Manager to execute contract with Scan2Plan for 3D scan of existing facility at 33 Petrova

MOVED BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_

VOTE ON ROLL CALL:

MAYOR WILLIAMS \_\_\_\_\_

TRUSTEE RYAN \_\_\_\_\_

TRUSTEE WHITE \_\_\_\_\_

TRUSTEE SCOLLIN \_\_\_\_\_

TRUSTEE BRUNETTE \_\_\_\_\_

RESOLUTION TO AUTHORIZE THE VILLAGE MANAGER TO AUTHORIZE A CONTRACT WITH SCAN2PLAN FOR THE 3D SCAN OF EXISTING FACILITIES AT 33 PETROVA

WHEREAS, the Village of Saranac Lake Board of Trustees has established a capital reserve fund known as "the Public Safety Facilities Reserve Fund." The purpose of which is to accumulate moneys to build and retrofit the existing police, fire, and/or public safety buildings, and,

WHEREAS, the supplemental services of the approved design services contract for 33 Petrova that the Village is responsible for are directly related to the Public Safety Facilities Project and qualifies for use of the reserve fund, and,

WHEREAS, the use of any funds from the Capital Reserve Fund is subject to Permissive Referendum, and,

WHEREAS, a 3D scan of the existing facilities is a supplemental service the Village is responsible for, and,

WHEREAS, bids were solicited for the 3D scan services and it is recommended the bid be awarded to the responsible low bidder at a cost of \$23,514.20.

THEREFORE, BE IT RESOLVED, the Village Board of Trustees hereby directs the Village Manager to execute a contract with Scan2Plan for 3D scan services for existing facilities at 33 Petrova funded by an expenditure not to exceed \$23,514.20 from the Emergency Services Building Capital Reserve Fund.

BE IT FURTHER RESOLVED, that the Village Clerk is authorized to make public notice for the intended use of the reserve subject to a Permissive Referendum.

BE IT FURTHER RESOLVED, that any unspent funds resulting from this expenditure be returned to the Public Safety Facilities Reserve Fund and any expenditure in excess of this resolution appropriation is subject to board approval and permissive referendum.



# Scan2Plan®

Focus on Design

188 1st St, Troy, NY 12180  
(518) 362-2403 / [admin@scan2plan.io](mailto:admin@scan2plan.io)  
[www.scan2plan.io](http://www.scan2plan.io)

## - PROPOSAL -

Laser Scanning & Building Documentation

33 Petrova Ave

Saranac Lake, NY 12983.

LoD 300

Scan2Plan, Inc., a Delaware corporation ("S2P") hereby proposes the following engagement to **Wendel Companies**. Use of the services offered by S2P ("the services") constitutes acceptance of this proposal dated **08/02/24**

# About Scan2Plan®

We began in 2018 with a simple goal of helping firms **focus on design**.

We're an on-demand LiDAR to BIM/CAD team that can model any building in weeks. This can be done within any scope, budget or schedule. We've scanned over 1,000 buildings (~10M sqft).

We use LiDAR scanners for 3D mapping with extreme accuracy. We deliver professionally drafted 3D BIM and 2D CAD for comprehensive existing conditions documentation. Our Point Cloud datasets serve as a verifiable single-source-of-truth for coordination and risk-mitigation across projects.



## Why Scan2Plan?

- Experienced, dedicated team of field techs, drafters (AutoCAD and Revit) and licensed engineers.
- We take the time to scope each project to suit your priorities.
- We use the finest precision tools to capture a point cloud with extreme accuracy.
- Drafted to Scan2Plan's rigorous design standards - your design phase begins upon delivery.
- We take a process driven approach with extensive quality control and team review.
- Exceptional support from real professionals.
- Scan2Plan has national and international coverage.
- We work on a wide range of projects from single family homes to large-scale commercial, industrial and infrastructure.

# The Project

## Overview

**Commercial Service** for the property located at 33 Petrova Ave, Saranac Lake, NY 12983 (1st floor and crawlspace).

## Scope of Work

- End-to-end project management and customer service
- LiDAR Scan - A scanning technician will capture the interior and exterior of the building.
- Registration - Point cloud data captured on-site will be registered, cleaned, and reviewed for quality assurance
- BIM Modeling - Revit model
- QA/QC - The entire project is redundantly reviewed and checked by our QC team and senior engineering staff

## Deliverables

- Total Square Footage Audit
- Revit Model - LoD 300
- Colorized Point Cloud including 360 images viewable in Autodesk Recap or Trimble ScanExplorer

## Timeline

Approximately 4 weeks from scan completion to delivery.

- ~ Week 1 - Point Cloud, Photo Documentation and Square Footage Audit
- ~ Week 4 - Revit Model

# Scan2Plan

188 1st St  
Troy, NY 12180 US  
admin@scan2plan.io



## Estimate

ADDRESS  
Kaitlin Chmura  
Wendel Companies

ESTIMATE 1446  
DATE 07/31/2024

	DESCRIPTION	QTY	RATE	AMOUNT
Scan2Plan Commercial - LoD 300	<p>Scan2Plan Commercial Service for the property located at 33 Petrova Ave, Saranac Lake, NY 12983.</p> <p>Scan2Plan will provide BIM existing conditions documentation for the 38,890 sqft first floor and crawl space of the building.</p> <p>Includes interior and exterior LiDAR point cloud capture, registration, modeling, QC and project management.</p> <p>Scanning and delivery times depend on the total area scanned and modeled.</p> <p>Deliverables include:</p> <ul style="list-style-type: none"><li>• Total Square Footage Audit</li><li>• Colorized Point Cloud (.rcp format)</li><li>• LoD 300 Revit Model</li></ul>	38,890	0.48	18,667.20
Scan2Plan Commercial - LoD 300	<p>Scan2Plan Commercial Service for the property located at 33 Petrova Ave, Saranac Lake, NY 12983. (ext only)</p> <p>Scan2Plan will provide BIM existing conditions documentation for the 24,235 sqft crawl space of the building.</p> <p>Includes interior and exterior LiDAR point cloud capture, registration, modeling, QC and project management.</p> <p>Scanning and delivery times depend on the total area scanned and modeled.</p> <p>Deliverables include:</p> <ul style="list-style-type: none"><li>• Total Square Footage Audit</li></ul>	24,235	0.20	4,847.00

- Colorized Point Cloud (.rcp format)
- LoD 300 Revit Model

TOTAL

**\$23,514.20**

Accepted By:

Accepted Date:



# Payment Terms

- The price estimate is based on a square footage estimate. The total cost of the project will be determined by the actual square footage scanned and modeled. We use the BOMA 'Gross Area Standard Method' and will send a square footage audit approximately one week after scan completion.
- 50% of the estimated cost will be due at the time of the client ("Client") engaging the Services.
- The first invoice will be for half of the estimated cost. The second invoice will be for the outstanding balance based on the total square footage scanned and modeled.

## Accepted Forms of Payment:

1. ACH (Preferred Method)
2. Check - Please mail check to Scan2Plan, 188 1st St., Troy, NY 12180

## Acknowledgement:

Client acknowledges receipt of and agrees to be bound by S2P's [General Terms and Conditions](#) dated **August 02, 2024** which are incorporated herein by reference.

In witness whereof the parties hereto have caused this agreement to be executed as of the date(s) written below.

Name

Vishwanath Bush

Company

Scan2Plan, Inc.

# Scan2Plan Capabilities

Scan2Plan is for: **Architects, Structural Engineers, MEP Engineers, Interior Designers, Property Managers, Owner/Operators, Landscape Architects, Civil Engineers.**

## Scan-to-BIM

- Architectural & Structural Existing Conditions Documentation.
- Deliverables:
  - Revit Model
  - Colorized Point Cloud
  - 360 Photo documentation
- Standard Options:
  - [LoD 200](#) (Approximate Geometry)
  - [LoD 300](#) (Accurate Geometry)
  - [LoD 350](#) (Precise Geometry)
- Level of Accuracy:
  - Point Cloud - 0" to 1/8"
  - Model - 0" to 1/2"
- Turnaround: 2-5 weeks (depending on scope)
- Pricing: is based on:
  - A) Type of Building/Structure
  - B) LoD Standard
  - C) Square Footage

## BIM to CAD Conversion

- Pristine CAD drawings converted from Revit Model.

## MEPF Modeling

- Any exposed Mechanical, Electrical, Plumbing and Fire Safety elements documented in BIM or CAD.

## Landscape

- Landscape, grounds, and urban spaces documented in BIM or CAD.
- Georeferencing and forestry optional.

## Matterport 3D Tour

- High resolution 360 photo documentation and virtual tour walkthrough. An excellent remote collaboration tool, easily shared and viewed on any mobile or desktop device.

## Paper to BIM or CAD

- Legacy 2D paper drawings converted to functional BIM or CAD documentation.

## Model Only / Point Cloud Only

- You work with our point cloud or we'll model from yours.

We support: **Revit, AutoCAD, Sketchup, Rhino, Vectorworks, Solidworks, Chief Architect, ArchiCAD, Civil 3D**, and others....

# The Scan2Plan Difference

## What to look for in a Scan-to-BIM partner.

In the evolving landscape of scanning and modeling, it's important to consider your options to find a service that aligns with your specific needs. Scan2Plan is committed to delivering quality and precision in this field. Here's a closer look at what sets us apart:

### • High-Quality Data for Superior Results

The accuracy of your models and drawings hinges on the quality of the underlying data. We capture all our point cloud data sets in full color, with significant overlap and redundancy. This thorough approach maximizes point cloud density, leading to more accurate and detailed models.

### • Precision with Terrestrial LiDAR

Different technologies like Drones, SLAM scanners, Solid State LiDAR, or Photogrammetry offer varied results. We have chosen high-end terrestrial LiDAR for its unparalleled accuracy. Using the [Trimble X7](#) scanner for every project, we guarantee consistent millimeter accuracy. Our process includes thorough validation of the Point Cloud, ensuring precision from 0" to 1/8"

### • Setting High Standards in BIM & CAD

Transparency in BIM & CAD standards is vital. Providers may offer different levels of detail (LoD) standards. We offer the highest standard of Levels of Development (LoD) [200](#), [300](#), and [350](#), for schematic and construction-ready documentation. Our Mechanical, Electrical, Plumbing, and Fire (MEPF) documentation consistently meets the highest standards.

### • The Human Touch in Modeling and Drafting

In an era where AI is prevalent, we take pride in our 100% manual approach to modeling and drafting. Our expert team meticulously translates data into detailed models and drawings, ensuring that every element is captured accurately..

### • Rigorous Quality Control for Trusted Accuracy

Earning your trust means delivering impeccably accurate documents. Our dedicated Quality Control team conducts multiple checks on every deliverable, ensuring they meet our high standards. This thorough process is our commitment to saving you time and resources in the long run.

### • Customized to Your Standards

We adapt to your specific needs from the start. Whether it's integrating your Revit Templates or CAD Standards, we ensure a seamless transition from our delivery to your design phase.

### • Dedicated Support & Revisions

Our commitment to your satisfaction extends beyond delivery. We offer comprehensive support, including demonstrations on using Point Cloud in Revit or AutoCAD, and we're always ready to make revisions until you're completely satisfied.

### • A Small, Specialized Team

Our small, dedicated team ensures consistent quality and personalized service. We focus on building strong client relationships, ensuring familiarity and consistency across projects.

### • Ready When You Are

The best ability is availability. Our scanning techs are typically available to be on-site within a week of a signed contract, offering flexible and responsive service across the Northeast and the Nation.



**DATE:** August 8, 2024  
**CLIENT:** Wendel  
**PROJECT:** Saranac Lake PSB  
**LOCATION:** 33 Petrova Ave. Saranac Lake, NY  
**SIZE:** 38,890 sf ground floor & 24,235 crawl space – Total of 64,125 sf

Blue Water Management LLC dba **Multivista CNY** (MULTIVISTA) is pleased for the opportunity to submit the following proposal for 3D laser scanning services to **Wendel**. The project will be delivered in line with the scope of work, project deliverables and terms and conditions described below.

## SCOPE OF WORK

### 3D Laser Scanning & Scan Registration

Perform 3D laser scanning operations using the latest 3D laser scanning technology. The area to be scanned:

#### Saranac Lake PSB

**Total: 64,125 sqft.**

Further details of the area to be captured:

- All accessible Exterior and Interior of the Building.

*This scope of works does not include the coordination or alignment of the point cloud data to any project coordinate system. As standard the point cloud will be in an arbitrary coordinate system close to 0,0,0.*

Laser scan data is post-processed and combined ('registered') together using Cyclone REGISTER 360 to create a finalized 3D point cloud deliverable and uploaded to the Multivista Documentation System (MDS). Service does not include the use of scan targets, control and/or alignment of processed in a project coordinate system unless otherwise noted.

### 3D Revit Modelling

The following visible elements will be included in the Revit model created from the point cloud data:

- ARCHITECTURAL: Walls, Floors, Columns, Beams, Ceilings, Roofs, Doors, Windows, Skylights, Stairs, Ramps, Railings and Common Plumbing Fixtures

## PROJECT DELIVERABLES



### 3D Laser Scan Web Viewer

Leica TruView integration with the Multivista Documentation System (MDS), 3D laser scan data and full-colour 360° panoramic imagery can be viewed, measured and shared. The captured point cloud data is made available through customer-administered access to a potential unlimited number of users.



### Registered 3D Point Cloud

Utilising the latest cutting-edge software to deliver a fully registered 3D point cloud. Delivered in industry standard formats LGS, E57 and RCP ready to use in most 3D software packages (incl. AutoCAD, Revit and Navisworks)

*Post-processed registration report available on request.*



### 3D Revit Model

Autodesk Revit model created from the point cloud in accordance with the AIA Level of Development (LOD) – LOD300 and the USIBD Level of Accuracy (LOA) – LOA20. Model will be delivered in industry standard formats IFC and RVT.

*The Revit model will be created using the latest Autodesk Revit version. Please ensure this is compatible with your project.*

## PROJECT SCHEDULE

The proposed schedule is based upon good onsite access with no delays incurred due to occupancy, restricted room access or adverse weather etc.

**PROJECT START DATE:** August 2024

**WEB VIEWER ACCESS:** 4-6 days after the scan

**POINT CLOUD DELIVERY:** 7-12 days after the scan

**3D REVIT MODEL:** 12-14 days after the scan has accepted by our modeling team.

## DOCUMENTATION FEES

The proposed fees are inclusive of all the services defined in the above scope of works.

**3D LASER SCANNING & SCAN  
REGISTRATION  
3D REVIT MODEL:**

**TOTAL: \$23,900** (+8% tax if applicable)

## CRITICAL CLIENT RESPONSIBILITIES

To ensure that both the proposed project schedule and fee is met, it is the responsibility of the client to:

- Guarantee unoccupied access to all areas required for laser scanning to be able to fully access and utilise the requested deliverables, it is the responsibility of the client to understand that:
- 3D point cloud data is typically large in file size, with projects ranging in file size (dependent on the amount of scanning completed) from 5GB to over 100GB. To store and use effectively it must be run on a high-performance computer. *Please enquire for more detailed specifications.*
- To view and use the completed 3D point cloud data (LGS, E57 & RCP) it will require software able to open and view this file format. Typically, Leica Jetstream Viewer and Autodesk Recap.
- To view and use the completed 2D CAD Drawings (DWG) it will require software able to open and view this file format. Typically, Autodesk AutoCAD.
- To view and use the completed 3D Revit Models (RVT) it will require software able to open and view this file format. Typically, Autodesk Revit. RVT files are not backwards compatible so the correct software version must be specified and used.

**Multivista CNY (Blue Water Management LLC)**

**Client: Wendel**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Printed \_\_\_\_\_

Printed \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_