

VILLAGE OF SARANAC LAKE BOARD OF TRUSTEES
39 MAIN STREET SARANAC LAKE NY
MEETING AGENDA 5:30 PM
Monday, October 28, 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/83464593667?pwd=UzV2Yll2VGtqdGRzL3F5OVZvNmMxUT09>

Meeting ID: 834 6459 3667

Passcode: 459999

CALL TO ORDER PLEDGE OF ALLEGIANCE
ROLL CALL:

AUDITING:

- a. Pay Vouchers
- b. Approve Minutes from 10-15-2024

VILLAGE MANAGERS REPORT

PUBLIC COMMENT:

ITEMS FOR BOARD ACTION

BILL	152	2024	Resolution to authorize the Village Manager to provisionally hire Blake Darrah to the position of DPW Supervisor
BILL	153	2024	Award Bid to MX fuels for Delivery of Propane, Diesel, Kerosene, and Heating Fuel for the Village
BILL	154	2024	Resolution authorizing re-levy of unpaid Village Taxes and District Water/Sewer Billings to town/county tax bills
BILL	155	2024	Mount Pisgah Rates for the 2024-2025 Season
BILL	156	2024	Overnight Travel and Training for Wastewater Treatment Plant Employee
BILL	157	2024	Authorize Agreement with Friends of Mount Pisgah (FOMP)
BILL	158	2024	Resolution approving the acceptance of \$5,000 from Franklin County for Park Signs in the Village
BILL	159	2024	Call for a Public Hearing to amend Local Law 4-2023: Short Term Rental Moratorium
BILL	160	2024	Resolution to approve use of Equipment Reserve to cover the purchase of vehicle for Code Enforcement Officer
BILL	161	2024	Resolution to authorize the Village Manager to execute Revocable License allowing the Saranac Lake Police Department to occupy the Saranac Lake Armory
BILL	162	2024	Resolution to approve the Short-term Rental Renewal Application
BILL	163	2024	Authorize raises for employees responsible for Capital Improvement Projects
BILL	164	2024	Resolution approving the amendment of “Tom Boothe Whitewater Park” to “Boothe River Park”

OLD BUSINESS: Updates on Emergency Services Facility, Police, and Housing

NEW BUSINESS: DOT discussion

PUBLIC COMMENT:

EXECUTIVE SESSION: Financial situation of particular individual and lease of property

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

Tuesday, October 15, 2024

Regular Meeting began at 5:30 PM and ended at 9:00 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, Village Treasurer Kendra Martin, Deputy Clerk/Treasurer Nicole McClatchie, and Village Clerk Amanda Hopf.

AUDITING:

Chair Mayor Williams called for a motion to approve payment for the 2025 Budget \$227616.46 batch number 10152024. Complete detail of these vouchers is attached and made part of these minutes.

Motion: Ryan 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: Brunette Second: White

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

PUBLIC COMMENT:

Peter Seward requested new STR exemption process

Rich Shapiro suggestions on Workplace Violence Policy, Ampersand Ave designs, maintenance costs 33 Petrova

ITEMS FOR BOARD ACTION:

Bill 143-2024 Workplace Violence Policy Adoption-TABLED

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

Chair Mayor Williams called for a motion

Motion: White Second: Ryan

Motion to Table: Ryan Second: White

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

Bill 144-2024 Resolution to submit a Northern Border Regional Commission (NBRC) grant application for Mount Pisgah Recreation Center

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

Chair Mayor Williams called for a motion

Motion: Scollin Second: White

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

Bill 145-2024 Resolution to authorize the Village Board to act as Lead Agency for the SEQR process for Mount Pisgah Water Withdrawal Permit Project

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

Chair Mayor Williams called for a motion

Motion: Scollin Second: White

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

Bill 146-2024 Resolution authorizing the submission of the Village of Saranac Lake Mount Pisgah Water Withdrawal Permit Project-TABLED

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

Chair Mayor Williams called for a motion

Motion to Table: White Second: Brunette

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

Bill 147-2024 Resolution to approve updates to the STR permit application and a draft request form for new short-term rental exemptions-TABLED

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

Chair Mayor Williams called for a motion

Motion: Brunette Second: White

Motion to Table: Brunette Second: White

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

Bill 148-2024 Resolution to amend the Saranac Lake Fire Vehicle Replacement Plan

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

Chair Mayor Williams called for a motion

Motion: Ryan Second: Scollin

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

Bill 149-2024 Resolution designating Prescott Park as Prescott-IPW Park

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

Chair Mayor Williams called for a motion

Motion: Scollin Second: Ryan

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

Bill 150-2024 Special Meeting Rules

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

Chair Mayor Williams called for a motion

Motion: White Second: Scollin

Motion to Amend: Brunette Second: Scollin

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

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

Bill 151-2024 Resolution directing the Village Manager and Police Chief to seek quotes for enhanced security protocols and infrastructure for the Village Offices

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

Chair Mayor Williams called for a motion

Motion: Scollin Second: White

Motion to Amend: Scollin Second: White

Roll Call on Amended Resolution: Brunette yes; Ryan yes; Scollin; yes; White yes; Williams yes.

OLD BUSINESS: Short-term Rentals, Ampersand Ave designs, Rezoning Recommendations, and Armory

NEW BUSINESS: Open Meetings Law (location/attendees)

PUBLIC COMMENT SECTION:

Rich Shapiro on Special Meeting Rules and Berkeley Green Bathrooms

EXECUTIVE SESSION: History of Employment of Particular Corporation and matters which imperil safety if disclosed

Chair Mayor Williams called for a motion to enter into Executive Session

Motion: White Second: Ryan

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

Chair Mayor Williams called for a motion to exit Executive Session

Motion: Scollin Second: White

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

MOTION TO ADJOURN:

Chair Mayor Williams called for a motion to adjourn

Motion: Ryan Second: White

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

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

SUBJECT: Hire DPW Supervisor

Date: 10-28-2024

DEPT OF ORIGIN: Village Manager

Bill # 152 -2024

DATE SUBMITTED 10-21-2024

EXHIBITS: _____

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED: \$

AMOUNT
BUDGETED: \$

APPROPRIATION
REQUIRED:

SUMMARY STATEMENT

Resolution to authorize the Village Manager to provisionally hire Blake Darrah as DPW Supervisor

RECOMMENDED ACTION

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR WILLIAMS _____

TRUSTEE BRUNETTE _____

TRUSTEE RYAN _____

TRUSTEE SCOLLIN _____

TRUSTEE WHITE _____

RESOLUTION TO AUTHORIZE THE VILLAGE MANAGER TO PROVISIONALLY HIRE
BLAKER DARRAH AS DPW SUPERVISOR

WHEREAS, the Village of Saranac Lake currently has an open position of DPW Supervisor, and,

WHEREAS, the Village is committed to maintaining a full staff, and,

WHEREAS, after conducting interviews, the DPW superintendent is recommending Blake Darrah be hired provisionally to fill the current full time position of DPW supervisor, and,

WHEREAS, this appointment is provisional to passing the Civil Service Exam.

THEREFORE, BE IT RESOLVED, the Village of Saranac Lake Board of Trustees authorizes the Village Manager to provisionally hire Blake Darrah as DPW Supervisor.

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

SUBJECT: Award Bid

Date: 10-28-2024

DEPT OF ORIGIN: Village Manager

Bill # 153 -2024

DATE SUBMITTED 10-23-2024

EXHIBITS: _____

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED: \$

AMOUNT
BUDGETED: \$

APPROPRIATION
REQUIRED:

SUMMARY STATEMENT

Resolution to award bid to MX Fuel for delivery of Propane, Diesel, Kerosene, and Heating Fuel to several locations throughout the Village

RECOMMENDED ACTION

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR WILLIAMS _____

TRUSTEE BRUNETTE _____

TRUSTEE RYAN _____

TRUSTEE SCOLLIN _____

TRUSTEE WHITE _____

RESOLUTION AUTHORIZING THE BID AWARD TO MX FUEL FOR THE DELIVERY OF DIESEL, PROPANE, HEATING FUEL, AND KEROSENE TO SEVERAL LOCATIONS FOR THE VILLAGE OF SARANAC LAKE

WHEREAS, bids have been solicited and received for the delivery of heating fuel oil to eight locations, propane to three locations, Kerosene to one location, and Diesel to three locations in the Village of Saranac Lake, and,

WHEREAS, Village staff has evaluated the bids and recommend the contract be awarded to the responsible low bidder, and,

THEREFORE, BE IT RESOLVED, that MX Fuel be awarded the bid for delivering heating fuel oil, propane, kerosene, and diesel to specified locations within the Village of Saranac Lake.

BE IT FURTHER RESOLVED, the awarded bid will be terminated upon New York State renewal of signed contract, resulting in award to state bid for fuels at equal or lower price.



Village of Saranac Lake

39 Main Street Suite 9
Saranac Lake, NY 12983
Phone (518) 891-4150
Fax (518) 891-5928
www.saranaclakeny.gov

INVITATION TO BID

SEALED BIDS ARE HEREBY SOLICITED UNDER SECTION 103 OF THE GENERAL MUNICIPAL LAW BY THE VILLAGE BOARD OF THE VILLAGE OF SARANAC LAKE FOR THE DELIVERY OF HEATING FUEL OIL AND PROPANE .

- 1 - Bids are to be addressed to the Village Clerk and the SEALED ENVELOPE SHOULD BE PLAINLY MARKED WITH THE NAME OF THE ITEM TO BE BID AND THE DATE OF THE BID OPENING.
- 2 - Bids must be detailed categorically in the same order as specification to facilitate reading and study.
- 3 - The bidder must be a duly authorized representative of the company he represents for a period of at least one year.
- 4 - If the bidder proposes to modify a product or service as to make it conform to the requirements of the Invitation for Bids, he shall (a) include in his bid a clear description of such proposed modifications, and (b) clearly mark any descriptive material to show the proposed modifications.
- 5 - Modifications proposed after bid opening to make a product or service conform to the specifications will not be considered.
- 6 - A non-collusion statement must accompany the bid(s).
- 7 - The Village reserves the right to reject, in its sole discretion, any apparent low bid on the ground that the bidder is not a responsible bidder, based on objective criteria, including but not limited to proper capabilities, experience, equipment, qualifications and other factors.
- 8 - The Village reserves the right to reject any and all bids if, in its' opinion, such action is in the best interest of The Village.
- 9 - All items in the following specifications shall be deemed to include the words "or approved equal". The bidder must submit with bid, detailed specifications, circulars, and all necessary data on supplies, and services he proposes to furnish. If supplies or services offered differ from the provisions contained in this specification, such differences must be explained in detail, and bid will receive careful consideration that such deviations do not depart from the intent of these specifications and are to the best interests of the Village Board.

All federal and state taxes will be excluded. Tax exemption certificates will be furnished to the successful bidder.

Description of Bid Items:

BASE BID is to include the costs for on heating fuel oil to eight (8) locations, kerosene to one (1) location and propane to three (3) locations in the Village of Saranac Lake NY. Estimated quantities are based off the previous three (3) years of usage.

***SPECIAL NOTE 3: All POTENTIAL BIDDERS MUST BE WILLING TO DELIVER WITHIN 24 HOURS OF NOTICE OF LOW FUEL LEVELS UNLESS INSTRUCTED OTHERWISE.**

***SPECIAL NOTE 4: BIDS WILL BE GOOD FOR ONE YEAR FROM THE DATE THE BID IS AWARDED WITH AN OPTION TO EXTEND YEARLY FOR A FIVE YEAR PERIOD.**

***SPECIAL NOTE 5: THE VILLAGE RESERVES THE RIGHT TO ADD OR REMOVE AREAS FOR DELIVERY.**

ALL BID QUESTIONS ARE TO BE DIRECTED TO THE DEPARTMENT OF PUBLIC WORKS SUPERINTENDENT DUSTIN MARTIN AT 518-891-4160 BETWEEN THE HOURS OF 7:00 AM AND 3:00 PM MONDAY THRU FRIDAY.

SEALED BIDS TO BE OPENED AT 2:30 PM ON WEDNESDAY OCTOBER 23rd, 2024 IN THE BOARD ROOM OF THE VILLAGE OFFICE AT 39 MAIN STREET, 2ND FLOOR SUITE 9, SARANAC LAKE, NY 12983

Published: 10-21-24

Name of bidder: Mx Petroleum - Matt Bard

Address: 89 John Munn Rd
Saranac Lake NY 12983
518-521-5266 - cell
518-891-1616 - office

LOCATION TANK SIZE	ESTIMATED GALLONS	ADDRESS	UNIT BID PRICE	BID AMOUNT
DPW GARAGE 550 GALLON TANK 1	5,100 +/-	95 VANBUREN STREET SARANAC LAKE NY 12983	State Bid - Franklin City Bid +.10	2.6109
CENTRAL GARAGE 2 500 GALLON TANK 2 & 3	3,000+/-	95 VANBUREN STREET SARANAC LAKE NY 12983	State Bid Franklin City Bid +.10	2.6109
WWTP 5,000 GALLON	5800+/-	680 NYS ROUTE 3 SARANAC LAKE NY 12983	State Bid Franklin +.10	2.6109
WWTP PROPANE 2000 GALLON	200+/-	680 NYS ROUTE 3 SARANAC LAKE NY 12983	State Bid Franklin	1.1547
WTP PROPANE 2000 GALLON	1500+/-	680 NYS ROUTE 3 SARANAC LAKE NY 12983	State Bid Franklin	1.1547
BLOOMINGDALE LIFT STATION 700 GALLON	1700+/-	680 NYS ROUTE 3 SARANAC LAKE NY 12983	State Bid Franklin +.10	2.6109
FIRE HOUSE 550 GALLON	4700+/-	100 BROADWAY SARANAC LAKE NY 12983	State Bid Franklin +.10	2.6109
OLD WTP 550 GALLON	3300+/-	17 MAIN STREET SARANAC LAKE NY 12983	State Bid Franklin +.10	2.6109
POLICE STATION 2000 GALLON BURIED	3800+/-	3 MAIN STREET SARANAC LAKE NY 12983	State Bid Franklin +.10	2.6109
MT. PISGAH 500 GALLON 330 GALLON 3-420 GALLON PROPANE	2400+/-	92 MT PISGAH DRIVE SARANAC LAKE NY 12983	State Bid Franklin +.10	2.6109 1.1547
HEAD START BUILDING 275 GALLON KEROSENE	300+/-	24 DEPOT STREET SARANAC LAKE NY 12983	State Bid Franklin +.10	3.0775
BEACH HOUSE 275 GALLON	200+/-	4 MOIR ROAD SARANAC LAKE NY 12983	State Bid Franklin +.10	2.6109

***SPECIAL NOTE 1: THE QUANTITIES ABOVE ARE AN ASSUMED PAST HISTORY UNIT PRICE. THE VILLAGE OF SARANAC LAKE RESERVES THE RIGHT TO INCREASE OR DECREASE THE QUANTITIES (BASED ON THE ACTUAL UNIT BID PRICE) WITH NO CHANGE TO THE ACTUAL BID PRICE.**

***SPECIAL NOTE 2: ALL POTENTIAL BIDDERS MUST BE WILLING TO DELIVER TO THE LISTED LOCATIONS MONDAY THRU FRIDAY EXCLUDING FEDERAL HOLIDAY BETWEEN THE HOURS OF 7:00 AM AND 3:00 PM. SCHEDULING DELIVERIES WILL BE THE RESPONSIBILITY OF THE POTENTIAL BIDDER.**



Village of Saranac Lake

39 Main Street Suite 9
Saranac Lake, NY 12983
Phone (518) 891-4150
Fax (518) 891-5928
www.saranaclakeny.gov

INVITATION TO BID

SEALED BIDS ARE HEREBY SOLICITED UNDER SECTION 103 OF THE GENERAL MUNICIPAL LAW BY THE VILLAGE BOARD OF THE VILLAGE OF SARANAC LAKE FOR THE DELIVERY OF ON ROAD DIESEL FUEL .

- 1 - Bids are to be addressed to the Village Clerk and the SEALED ENVELOPE SHOULD BE PLAINLY MARKED WITH THE NAME OF THE ITEM TO BE BID AND THE DATE OF THE BID OPENING.
- 2 - Bids must be detailed categorically in the same order as specification to facilitate reading and study.
- 3 - The bidder must be a duly authorized representative of the company he represents for a period of at least one year.
- 4 - If the bidder proposes to modify a product or service as to make it conform to the requirements of the Invitation for Bids, he shall (a) include in his bid a clear description of such proposed modifications, and (b) clearly mark any descriptive material to show the proposed modifications.
- 5 - Modifications proposed after bid opening to make a product or service conform to the specifications will not be considered.
- 6 - A non-collusion statement must accompany the bid(s).
- 7 - The Village reserves the right to reject, in its sole discretion, any apparent low bid on the ground that the bidder is not a responsible bidder, based on objective criteria, including but not limited to proper capabilities, experience, equipment, qualifications and other factors.
- 8 - The Village reserves the right to reject any and all bids if, in its' opinion, such action is in the best interest of The Village.
- 9 - All items in the following specifications shall be deemed to include the words "or approved equal". The bidder must submit with bid, detailed specifications, circulars, and all necessary data on supplies, and services he proposes to furnish. If supplies or services offered differ from the provisions contained in this specification, such differences must be explained in detail, and bid will receive careful consideration that such deviations do not depart from the intent of these specifications and are to the best interests of the Village Board.

All federal and state taxes will be excluded. Tax exemption certificates will be furnished to the successful bidder.

Description of Bid Items:

BASE BID is to include the costs for on road Diesel Fuel delivered to three (3) locations in the Village of Saranac Lake NY. Estimated quantities are based off the previous three (3) years of usage.

TO THE BOARD OF TRUSTEES, VILLAGE OF SARANAC LAKE, NEW YORK

NON-COLLUSIVE BIDDING CERTIFICATION

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

- 1 - The prices in this bid have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other bidder or competitor.
- 2 - Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- 3 - No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

WE, THE UNDERSIGNED, PROPOSE TO FURNISH ALL MATERIALS CALLED FOR IN FULL ACCORDANCE WITH THE SPECIFICATIONS AND INSTRUCTIONS IN THE ATTACHED BID, OR PROPOSAL, AND AGREE TO ALL CONDITIONS THEREIN.

FIRM:

Mx Petroleum

ADDRESS:

89 John Mann Rd
Saranac Lake NY 12983

PHONE NUMBER:

518-891-1616

SIGNED BY:

[Signature]

TITLE

Sales Manager

LOCATION TANK SIZE	ESTIMATED GALLONS	ADDRESS	UNIT BID PRICE	BID AMOUNT
DPW GARAGE 2000 GALLON	18,000 +/-	95 VANBUREN STREET SARANAC LAKE NY 12983	State Bid Franklin	2.6055
MOUNT PISGAH SKI CENTER 1000 GALLON	2,000+/-	92 MOUNT PISGAH DRIVE SARANAC LAKE NY 12983	State Bid Franklin	2.6055
WASTE WATER TREATMENT PLANT 500 GALLON	500+/-	680 NYS ROUTE 3 SARANAC LAKE NY 12983	State Bid Franklin	2.6055

***SPECIAL NOTE 1: THE QUANTITIES ABOVE ARE AN ASSUMED PAST HISTORY UNIT PRICE. THE VILLAGE OF SARANAC LAKE RESERVES THE RIGHT TO INCREASE OR DECREASE THE QUANTITIES (BASED ON THE ACTUAL UNIT BID PRICE) WITH NO CHANGE TO THE ACTUAL BID PRICE.**

***SPECIAL NOTE 2: ALL POTENTIAL BIDDERS MUST BE WILLING TO DELIVER TO THE LISTED LOCATIONS MONDAY THRU FRIDAY EXCLUDING FEDERAL HOLIDAY BETWEEN THE HOURS OF 7:00 AM AND 3:00 PM. SCHEDULING DELIVERIES WILL BE THE RESPONSIBILITY OF THE POTENTIAL BIDDER.**

***SPECIAL NOTE 3: All POTENTIAL BIDDERS MUST BE WILLING TO DELIVER WITHIN 24 HOURS OF NOTICE OF LOW FUEL LEVELS UNLESS INSTRUCTED OTHERWISE.**

***SPECIAL NOTE 4: BIDS WILL BE GOOD FOR ONE YEAR FROM THE DATE THE BID IS AWARDED WITH AN OPTION TO EXTEND YEARLY FOR A FIVE YEAR PERIOD.**

ALL BID QUESTIONS ARE TO BE DIRECTED TO THE DEPARTMENT OF PUBLIC WORKS SUPERINTENDENT DUSTIN MARTIN AT 518-891-4160 BETWEEN THE HOURS OF 7:00 AM AND 3:00 PM MONDAY THRU FRIDAY.

SEALED BIDS TO BE OPENED AT 2:30 PM ON WEDNESDAY OCTOBER 23rd, 2024 IN THE BOARD ROOM OF THE VILLAGE OFFICE AT 39 MAIN STREET, 2ND FLOOR SUITE 9, SARANAC LAKE, NY 12983

Published: 10/21/24

Name of bidder: MX Petroleum - Matt Bond

Address: 89 John Mann Rd

Saranac Lake NY 12983

518-891-1616 - office

518-521-5266 - cell

Please Note: MX is being awarded state diesel bid. new bid is effective in November.

TO THE BOARD OF TRUSTEES, VILLAGE OF SARANAC LAKE, NEW YORK

NON-COLLUSIVE BIDDING CERTIFICATION

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

- 1 - The prices in this bid have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other bidder or competitor.
- 2 - Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- 3 - No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

WE, THE UNDERSIGNED, PROPOSE TO FURNISH ALL MATERIALS CALLED FOR IN FULL ACCORDANCE WITH THE SPECIFICATIONS AND INSTRUCTIONS IN THE ATTACHED BID, OR PROPOSAL, AND AGREE TO ALL CONDITIONS THEREIN.

FIRM: Mx Petroleum

ADDRESS: 89 John Main Rd

Saranac Lake NY 12983

518-521-5266 - cell

PHONE NUMBER: 518-891-1616 - office

SIGNED BY: 

TITLE Sales Manager

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

SUBJECT: RE-LEVY

Date: 10/28/2024

DEPT OF ORIGIN: VILLAGE MANAGER

BILL # 154-2024

DATE SUBMITTED: 10/18/2024

EXHIBITS: _____

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED: \$0

AMOUNT
BUDGETED: \$0

APPROPRIATION
REQUIRED: \$0

SUMMARY STATEMENT

Authorization to re-levy unpaid District water and sewer and Village Tax bills to Town/County Tax Bills

RECOMMENDED ACTION

APPROVAL OF RESOLUTION

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR WILLIAMS _____

TRUSTEE BRUNETTE _____

TRUSTEE RYAN _____

TRUSTEE SCOLLIN _____

TRUSTEE WHITE _____

**RESOLUTION AUTHORIZING THE RE-LEVY OF UNPAID DISTRICT
WATER/SEWER AND VILLAGE TAXES TO THE TOWN/COUNTY TAX BILLS**

WHEREAS, the Village of Saranac Lake has unpaid Village taxes at the end of its collection period, and,

WHEREAS, the Village of Saranac Lake has unpaid water and sewer bills at the end of the current quarterly billing; and,

WHEREAS, the Village of Saranac Lake may re-levy these outstanding amounts on the Town/County tax bills to be issued on January 1, 2025.

NOW, THEREFORE BE IT RESOLVED, the Saranac Lake Village Board of Trustees authorizes the re-levy of unpaid District water/sewer and Village tax bills to the Town/County Tax Bills issued for January 1, 2025.

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

SUBJECT: Pisgah Ski Pass Rates

Date: 10-28-2024

DEPT OF ORIGIN: Village Manager

Bill # 155 -2024

DATE SUBMITTED 10-24-2024

EXHIBITS: _____

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED: \$

AMOUNT
BUDGETED: \$

APPROPRIATION
REQUIRED:

SUMMARY STATEMENT

Authorize updated Mount Pisgah Ski Pass Rates

RECOMMENDED ACTION

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR WILLIAMS _____

TRUSTEE BRUNETTE _____

TRUSTEE RYAN _____

TRUSTEE SCOLLIN _____

TRUSTEE WHITE _____

RESOLUTION TO APPROVE THE UPDATED PISGAH SKI PASS RATES

WHEREAS, upgrades to the infrastructure at Mount Pisgah have steadily increased the maintenance and administrative costs associated with the recreation center, and,

WHEREAS, the Village Manager and Ski Area Manager have worked together on establishing new Ski Pass rates for Mount Pisgah for the 2024-2025 season to offset the increasing costs at the Ski Area.

THEREFORE, BE IT RESOLVED, the Village Board of Trustees approves the updated Pisgah Ski Pass Rates.

	2024 Pass Price
Family Pass (2 Adult 2 Children under 18)	\$450.00
Adult	\$225.00
College Student	\$165.00
Student 4-18	\$150.00
Under 4 / Over 65	N/A
Under 4	\$35.00
Over 65	\$60.00

Weekend 1/2 Day	\$17.00
Weekend Full Day	\$28.00
Weekday 1/2 Day	\$17.00
Weekday Full Day	\$22.00
Under 4 / Over 65 1/2 Day	\$11.00
Under 4 / Over 65 Full Day	\$17.00
Holiday Daily	\$28.00
Tubing (2 hours)	\$25.00

Holiday Pricing	\$28.00
-----------------	---------

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

SUBJECT: Overnight Travel

DATE: 10-28-2024

DEPT OF ORIGIN: Village Manager

BILL # 156-2024

DATE SUBMITTED: 10-18-2024

EXHIBITS: _____

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED

AMOUNT
BUDGETED

APPROPRIATION
REQUIRED

Resolution authorizing overnight travel for Village Employee to attend Suny Morrisville for Grade 4 Management Training Course

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR WILLIAMS _____

TRUSTEE BRUNETTE _____

TRUSTEE RYAN _____

TRUSTEE SCOLLIN _____

TRUSTEE WHITE _____

RESOLUTION AUTHORIZING OVERNIGHT TRAVEL FOR VILLAGE EMPLOYEE TO ATTEND
SUNY MORRISVILLE FOR GRADE 4 MANAGEMENT COURSE

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 performance, and,

NOW, THEREFORE BE IT RESOLVED, Preston Darrah, WWTP Operator is hereby approved to register and attend the Grade 4 Management Course from November 20-22, 2024 at SUNY Morrisville.

BE IT FURTHER RESOLVED, the Board of Trustees approves the amount of \$783.00, which includes registration, training, lodging, and meals from the Sewer Fund Account 005.9130.0406 travel and training line item.

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

SUBJECT: Friends of Mount Pisgah Agreement

Date: 10-28-2024

DEPT OF ORIGIN: Village Manager

Bill # 157 -2024

DATE SUBMITTED 10-24-2024

EXHIBITS: _____

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED: \$

AMOUNT
BUDGETED: \$

APPROPRIATION
REQUIRED:

SUMMARY STATEMENT

Authorize agreement with Friends of Mount Pisgah (FOMP)

RECOMMENDED ACTION

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR WILLIAMS _____

TRUSTEE BRUNETTE _____

TRUSTEE RYAN _____

TRUSTEE SCOLLIN _____

TRUSTEE WHITE _____

AGREEMENT

THIS AGREEMENT made as of the _____ Day of January, _____.

BETWEEN: **VILLAGE OF SARANAC LAKE, INC.**, a municipal corporation organized and existing under the laws of the State of New York, with its office at 39 Main Street, Saranac Lake, New York (Hereinafter referred to as the "Village");

and

FRIENDS OF MOUNT PISGAH, INC., a not-for-profit corporation duly organized and existing under the laws of the State of New York, with its office and principal place of business at Saranac Lake, New York (hereinafter referred to as "FOMP")

WITNESSETH;

WHEREAS, the Village desires to retain the services of a qualified person or entity to operate, manage and maintain the Mt. Pisgah Lodge located at the Village's Mt. Pisgah Ski Center in the Village of Saranac Lake, Town of St. Armand, Essex County, New York: and

WHEREAS, FOMP is willing to manage, promote, operate and maintain the Mt. Pisgah Lodge.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. The term of this agreement will be for sixty (60) months, commencing on _____, _____ and terminating on _____.

2. In consideration of the promises, covenants and agreements of FOMP under this agreement, during the term of this agreement the Village hereby:
 - (a) retains FOMP to manage, promote, operate, maintain and repair the Mt. Pisgah Ski Lodge Building; and

 - (b) agrees to insure the Mt. Pisgah Ski Lodge building against fire and multi-peril casualty for full replacement value, less deductible (\$1000); and

 - (c) agrees to pay all utility expenses, except propane.

3. In consideration of the rights granted by the Village to FOMP under this agreement,
FOMP agrees, at its sole cost and expense to:
 - (a) manage, promote, operate, maintain and repair the Mt. Pisgah Ski Lodge building for and on behalf of the Village, including but not limited to the establishment and operation of food service and/or a snack bar, using its best efforts to obtain maximum public use of the said building; and

 - (b) furnish all personnel, materials, supplies, equipment, services and utilities, and perform all work, and take all action as shall be necessary to operate,

protect, maintain and repair the Mt. Pisgah Ski Lodge building, including all signs and improvements therein and thereon, so that at all times during the term of this agreement all of the Mt. Pisgah Ski Lodge building will be (1) in good physical and operating condition, (2) available and equipped for the uses contemplated, including but not limited to food service and/or a snack bar, and (3) clean, attractive and safe;

- (c) keep an accurate account of all monies received through its operations of the building, and of all monies expended in connection therewith, and provide the same to the Village upon the Village's request;
- (d) be responsible and pay for all loss and/or damage to the building and /or to the contents therein arising either directly or indirectly out of FOMP's use, operation and maintenance of the building.

4. It is understood and agreed by the parties that all revenues generated from the operation of the Lodge shall be used to pay the costs of operating the Mt. Pisgah Ski Center as well as the Lodge itself, such costs to include but not be limited to insurance and utility expenses, maintenance and repair of the lifts and trails, snowmaking, and other expenses related to the operation of the Ski Center,

5. The parties each acknowledge, covenant and agree that the relationship of FOMP to the Village shall be that of an independent contractor. FOMP, in accordance with its status as an independent contractor, further covenants and agrees that

FOMP:

(a) will conduct itself in accordance with its status as an independent contractor;

(b) will neither hold itself out as nor claim to be an officer or employee of the Village; and

(c) will not make any claim, demand or application for any right or privilege applicable to an officer or employee of the Village, including but not limited to Workers' Compensation benefits, unemployment insurance benefits, social security coverage or retirement membership or credits.

6. FOMP shall at all times comply with all applicable state and federal laws, rules and regulations governing the performance and rendition of the services to be furnished under this agreement.

7. FOMP shall, during the term of this agreement, obtain and keep in full force and effect any and all licenses, permits and certificates required by any governmental authority having jurisdiction over the rendition and performance of the services to be furnished by FOMP under this agreement.

8. This agreement may be terminated without cause by either party upon thirty (30) days prior written notice. Upon such termination neither party shall have any claim nor cause of action against the other, except for breach of this agreement arising or occurring prior to such termination.

9. FOMP shall at all times during the term of this agreement, at FOMP's sole

expense, procure and maintain from insurance companies authorized to write such insurance in the State of New York the following insurance coverages:

- (a) comprehensive general liability insurance, containing a contractual liability indorsement in favor of the Village, in an amount of not less than \$2,000,000 per occurrence single limit for bodily injury, death, and property damage;
 - (b) workers' compensation and disability insurance as required by law, if any; and
 - (c) fire and multi-peril insurance insuring FOMP's property.
10. FOMP shall provide written proof of such insurance to the Village Manager at the time of the execution of this agreement, and whenever such insurance coverages are renewed during the term of this agreement. This contract shall be void and of no force and effect unless FOMP provides and maintains the required insurance coverages during the life of this contract and/or for the benefit of such employees as are required to be covered. All policies of insurance shall provide that the same may not be canceled except upon fourteen (14) days prior written notice to the Village.
11. FOMP shall indemnify and hold harmless the Village from and against any and all liability, suits, causes of action, and claims, including but not limited to those for bodily injury, property damage, death, and reasonable attorney's fees, arising out of or in connection with FOMP's negligence and/or its performance or failure to perform this agreement.
12. FOMP will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, since this is a building service contract and/or a contract for the repair of a public building, and to the extent that this contract shall be performed within the State of New York, FOMP agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin:
- (a) discriminate in hiring against any citizen who is qualified and available to perform the work; or
 - (b) discriminate against or intimidate any employee hired for the performance of work under this contract.

FOMP agrees that it is subject to fines of \$50.00 per person per day for any violation of this paragraph, as well as possible termination of this contract and forfeiture of all rights under this agreement for a second or subsequent violation.

13. FOMP shall promptly advise the Village Manager of all damages to property of the Village or of others, or of injuries incurred by persons other than employees of FOMP, in any manner relating, either directly or indirectly, to the performance of this agreement or the use of the Mt. Pisgah Ski Lodge building.
14. FOMP shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter collectively "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The Village Auditor, State Comptroller, the Attorney General or any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of FOMP within the State of New York, or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The Village shall take reasonable steps to protect from public disclosure any of the records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) FOMP shall timely inform an appropriate Village official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the Village's right to discovery in any pending or future litigation.
15. In fulfilling its obligations to manage, operate, promote, maintain and repair the Mt. Pisgah Ski Lodge building, FOMP agrees that any "public work" contracts which are covered by Article 8 of the Labor Law, or any building service contract covered by Article 9 thereof, shall provide that no employees of any contractor or subcontractor may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, any contractor and subcontractor must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.
16. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be heard in a court of competent jurisdiction within the State of New York.
17. This agreement may not be assigned, subcontracted, transferred, conveyed, sublet or otherwise disposed of in whole or in part, by FOMP, without the prior written consent of the Village, and any attempts to assign the contract without the Village's written consent are null and void.
18. The Village shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the Village's option to

withhold for the purposes of set-off any moneys due FOMP under this agreement up to any amounts due and owing to the Village with regard to this contract, any other contract with any Village department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the Village for any other reason, including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The Village shall exercise its set-off rights in accordance with normal Village practices, including, in cases of set-off pursuant to an audit, the acceptance of such audit by the Village acknowledges that there are no amounts due by FOMP to the Village as of the date of this agreement.

19. Whenever the term "FOMP" is used in this agreement, such term shall include and apply to all employees, volunteers, members, officers, directors and agents, if any, of FOMP.
20. This agreement may not be amended, modified or renewed except by written agreement signed by FOMP and the Village.
21. This agreement is the entire agreement between the parties, and the same shall be construed in accordance with the laws of the State of New York.
22. The Village shall have the right to inspect the Mt. Pisgah Ski Lodge building upon reasonable notice to FOMP.

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

VILLAGE OF SARANAC LAKE, INC.

By _____
Jimmy Williams, Mayor

FRIENDS OF MOUNT PISGAH, INC.

By _____
Katie Fischer, President

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

SUBJECT: Parks Signage Funding

Date: 10/28/2024

DEPT OF ORIGIN: VILLAGE MANAGER

BILL # 158-2024

DATE SUBMITTED: 10/23/2024

EXHIBITS: _____

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED: \$0

AMOUNT
BUDGETED: \$0

APPROPRIATION
REQUIRED: \$0

SUMMARY STATEMENT

Approve the funding of \$5000 from Franklin County for Park Signage

RECOMMENDED ACTION

APPROVAL OF RESOLUTION

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR WILLIAMS _____

TRUSTEE BRUNETTE _____

TRUSTEE RYAN _____

TRUSTEE SCOLLIN _____

TRUSTEE WHITE _____

RESOLUTION TO APPROVE FUNDING FROM FRANKLIN COUNTY FOR
PARK SIGNAGE

WHEREAS, the Village of Saranac Lake has received \$5,000 of funding from Franklin County,
and,

WHEREAS, the Village Manager is seeking the Board of Trustees approval to accept the \$5,000
and use the funding for park signage throughout the Village, and,

THEREFORE, BE IT RESOLVED, the Village of Saranac Lake authorizes the Village Manager
to accept the funding from County to use towards park signage.

FRANKLIN COUNTY DESTINATION DEVELOPMENT PROGRAM AGREEMENT

THIS AGREEMENT, entered into this 9th day of October, 2024 by and between **Saranac Lake Village** having its principal office at **39 Main Street, Saranac Lake, NY 1283** (hereinafter "Awardee") and the Franklin County Government Office of Economic Development & Tourism having its principal office at 355 West Main Street, Suite 438, Malone, NY 12953 (hereinafter "FCOEDT").

WHEREAS, the FCOEDT, by action of the Board of Legislators, has authorized the provisions of funds from the FCOEDT to the Awardee, for the purpose of stimulating economic growth through tourism promotion in the manner described on Exhibit A hereto.

NOW, THEREFORE, the parties do agree as follows:

1. Project Description. The FCOEDT will award funds to the Awardee, and the Awardee agrees to use the funds for the purposes set forth on Exhibit A hereto (the "Project").
2. Award Amount. The Awardee agrees to receive, and the FCOEDT agrees to award, up to the sum of **\$5,000** for the Project.
3. Term. The term of this Agreement is one (1) year from its effective date as listed above. The project must be completed during the term of this Agreement and all eligible expenses must be incurred during the term. Expenses incurred before or after the term of this Agreement are ineligible.
4. Award Disbursement. The FCOEDT will disburse funds to the Awardee upon completion of the project outlined in Exhibit A and after all proof of payments and attribution are submitted on a 50% reimbursement basis not to exceed the award amount. Reimbursement requests will be made through an online form found on the Franklin County Website.
5. Deliverables and Performance Indicators. Deliverables are in part taken from project description defined in application. Appropriate measures should be taken to track deliverables.
6. Attribution. All materials must be approved by FCOEDT before they are printed or published for distribution. All marketing materials must include reference to Explore Adirondack Frontier.
7. Repayment. The Awardee must operate the Project and comply with all conditions set forth on Exhibit A hereto, for no less than three (3) years after payment of the award described herein. If the Awardee fails to continue to operate the Project at any time with the three (3) year period after the award is paid to Awardee and/or fails to comply with all the conditions set forth on Exhibit A, then, in that event, the Awardee must repay to the FCOEDT the following portions of the Award amount within 30 days of written demand by the FCOEDT:
 - a. 100% of the award must be repaid for non-compliance that occurs at any time within one year after funding is dispersed.
 - b. 66% of the award must be repaid for non-compliance that occurs at any time more than one year after but within two years after the funding is dispersed.
 - c. 33% of the award must be repaid for non-compliance that occurs at any time more than two years after but within three after funding is dispersed.

8. Treasurer Registration. The Awardee, if it is a business that provides lodging for guests as defined under the Franklin County Room Occupancy Tax Law (hereinafter "Law"), shall be registered and shall remain registered, with the Franklin County Treasurer and be in compliance with the Law.
9. Hold Harmless Agreement. The Awardee agrees to indemnify, defend, and hold harmless the FCOEDT from and against any and all claims, demands, or causes of action in any way arising out of their involvement with the Project.
10. Assignments. The Awardee shall not assign or otherwise transfer any of its rights, duties or obligations under this Agreement without the FCOEDT's advance written authorization.
11. Applicable Law. This Agreement and the rights and obligations of the parties hereunder shall be construed and interpreted in accordance with the laws of the State of New York.
12. Recapture of Funds. The FCOEDT reserves the right to recapture awarded funds in the event that the Awardee fails to (1) comply with the terms of this Agreement, or (2) accept conditions imposed by the FCOEDT at the direction of the federal, state and local agencies.
13. Cost of Court Expenses. The Awardee agrees to pay reasonable attorney's fees, court costs and disbursements in the event that the FCOEDT takes legal action against the Awardee to enforce the FCOEDT's rights under this Agreement.
14. Certification. The Awardee certifies that all information, which has been or will be submitted as required by this agreement, is true, correct, and complete.

IN WITNESS WHEREOF, the Awardee and the FCOEDT have executed this Agreement as of the date first above written.

FRANKLIN COUNTY
COUNTY MANAGER

AWARDEE Village of Saranac Lake

By: _____

By: _____

FRANKLIN COUNTY ATTORNEY
APPROVED AS TO FORM:

DIRECTOR OF ECONOMIC DEVELOPMENT AND TOURISM,
FRANKLIN COUNTY

By: : _____

By: Phil Hans
Phil Hans (Oct 9, 2024 13:20 EDT)

**FRANKLIN COUNTY OFFICE OF ECONOMIC DEVELOPMENT & TOURISM
FRANKLIN COUNTY DESTINATION DEVELOPMENT PROGRAM AGREEMENT
EXHIBIT A - PROJECT DESCRIPTION & DELIVERABLES**

1. Project Description. Signage for Village Parks.
2. Budget. Award Amount: **\$5,000**

The award amount cannot exceed 50% of the Total Budget. Only Eligible Expenses, as listed below, will be reimbursed.

Eligible Expenses	Estimated Cost
Installation and signage for the Village Parks	\$ 20,000
Total Budget	\$20,000
Minimum Expenditure Required to Receive Full Reimbursement	\$10,000

3. Deliverables. Digital files of creatives, proof of payments, and proof of attribution.
4. Attribution. All creatives must include the Explore Adirondack Frontier logo and be submitted for approval before use. **Awardees will add the Explore Adirondack Frontier logo and link out to ExploreAdirondackFrontier.com on their website**
5. Other Conditions. None

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

SUBJECT: Call for a Public Hearing

DATE: 10-28-2024

DEPT OF ORIGIN: Mayor Williams

BILL # 159-2024

DATE SUBMITTED: 10-18-2024

EXHIBITS: _____

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED

AMOUNT
BUDGETED

APPROPRIATION
REQUIRED

Resolution to call for a public hearing on an amendment to Local Law 4-2023 extending the temporary moratorium on new short-term rentals in the Village of Saranac Lake

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR WILLIAMS _____

TRUSTEE BRUNETTE _____

TRUSTEE RYAN _____

TRUSTEE SCOLLIN _____

TRUSTEE WHITE _____

RESOLUTION CALLING FOR A PUBLIC HEARING ON AN AMENDMENT TO LOCAL LAW #4-2023 EXTENDING THE TEMPORARY MORATORIUM FOR NEW SHORT-TERM RENTALS

WHEREAS, the Village Board of Trustees adopted a Local Law establishing a temporary moratorium on new Short-term Rentals in the Village of Saranac Lake, and,

WHEREAS, the amendment to the temporary moratorium will allow an extension and suspend the process of the administrative review and approval process for new Short-term Rentals in the Village of Saranac Lake (unless an exemption is granted by the Board of Trustees), and,

WHEREAS, to consider the amendment to the Moratorium Local Law, a public hearing is set to be held on Monday, November 11, 2024 at 5:30 PM.

THEREFORE, BE IT RESOLVED, the Village Board of Trustees hereby sets a public hearing on Monday, November 11, 2024 at 5:30 PM in the Village Board Room at 39 Main St, on the second floor, for the purpose of gathering the publics input on the proposed Local Law amending the Village of Saranac Lake Unified Development Code.

**VILLAGE OF SARANAC LAKE
LOCAL LAW NO. # 4 OF 2023**

To enact a moratorium in the form of a local law in order to temporarily suspend the issuance of new, initial Short Term Rental Permits in the Village of Saranac Lake

Section I. Title:

This law shall be known as the Moratorium Law of #4-2023 of the Village of Saranac Lake.

Section 2. Purpose and Intent:

The purpose of this Moratorium is to temporarily suspend the administrative review and approval process for new, initial applications to operate short term rentals (STRs) in the Village of Saranac Lake, to include both Special Use Permit applications and STR Permit applications as outlined in Village of Saranac Lake Local Law No. 3 of 2023. The Village recently adopted a Local Law to amend the Village of Saranac Lake Unified Development Code, which Local Law authorizes pre-existing STRs to continue to operate, and to apply for a Special Use Permit for a minor project from the Village of Saranac Lake Development Board within 60 days of the effective date of the Local Law. The Village is uncertain how many applications will be submitted for pre-existing STRs. Thus, this Moratorium is appropriate so that the Village may have the time necessary to receive and evaluate applications for pre-existing STRs before receiving applications for new STRs. Such effort is advisable given potential development pressures for this type of use in the Village of Saranac Lake.

Section 3. Authority:

This Moratorium is enacted by the Village Board of the Village of Saranac Lake pursuant to its authority to adopt local laws under the New York State Constitution Article IX, the Village Law and Section 10 of the Municipal Home Rule Law.

Section 4. Moratorium Imposed:

Until the 31st day of December, 2025, there is hereby imposed a Moratorium on all new, initial applications to operate STRs in the Village of Saranac Lake, to include both Special Use Permit applications and STR Permit applications as outlined in Village of Saranac Lake Local Law No. 3 of 2023; and that no approvals, permits, actions or decisions shall be made or issued by any Board or official of the Village of Saranac Lake with respect to any such applications. This Moratorium shall apply to all such applications, whether pending or received prior to the effective date of this law. No such applications shall be accepted by any Board or official of the Village of Saranac Lake while this law remains in effect. Pre-existing STRs, as defined in Section 5 of Local Law No. 3 of 2023, shall not be subject to this moratorium. Exemptions may be granted by the Board of Trustees under special circumstances such as new construction and rehabilitation of a derelict or dilapidated building. Any exemption granted by the Board of Trustees shall first require a public hearing.

Section 5. Effect of Moratorium:

Upon the effective date of this Local Law, no Board, body or official of the Village shall accept for review, continue to review, hold a hearing upon, make any decision upon, or issue any permit or approval upon any application or proposal for the uses, projects or developments set forth in Section 4 above. Any statutory or locally-enacted time periods for processing and making decisions on all aspects of the aforesaid applications are hereby suspended and stayed while this Local Law is in effect.

Section 6. Effective Date:

This local law shall take effect once filed with the office of the New York State Secretary of State.

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

SUBJECT: Use of Equipment Reserve

DATE: 10-28-2024

DEPT OF ORIGIN: Village Manager

BILL # 160-2024

DATE SUBMITTED: 10-18-2024

EXHIBITS: _____

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED

AMOUNT
BUDGETED

APPROPRIATION
REQUIRED

Resolution authorizing the use of up to \$10,500 from the equipment reserve account (001.0000.0230.6000 to cover the purchase of new code enforcement officer vehicle

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR WILLIAMS _____

TRUSTEE BRUNETTE _____

TRUSTEE RYAN _____

TRUSTEE SCOLLIN _____

TRUSTEE WHITE _____

**RESOLUTION AUTHORIZING THE USE OF UP TO \$10,500 FROM THE
EQUIPMENT RESERVE ACCOUNT (001-0000-0230-6000) TO COVER THE
PURCHASE OF NEW CODE ENFORCEMENT OFFICER VEHICLE**

WHEREAS, the Village of Saranac Lake Board of Trustees has previously established the Equipment Cash Reserve account (001-0000-0230-6000) pursuant to section 6-c [6-g] of the General Municipal Law as amended, and

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

WHEREAS, the Village of Saranac Lake seeks to purchase a vehicle for the Code Enforcement Officer, and,

WHEREAS, the Village of Saranac Lake will need up to \$10,500 to purchase the Code Enforcement Officer vehicle.

NOW, THEREFORE BE IT RESOLVED, that the Village Treasurer is authorized to adjust the Equipment Cash Reserve account (001-0000-0230-6000) to cover the cost of the Code Enforcement Officer vehicle.

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

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

SUBJECT: Armory Use Revocable License

Date: 10/28/2024

DEPT OF ORIGIN: Village Manager

Bill # 161-2024

DATE SUBMITTED: 10/23/2024

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 Revocable License allowing the Saranac Lake Police Department to occupy the Saranac Lake Armory

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR WILLIAMS _____

TRUSTEE RYAN _____

TRUSTEE WHITE _____

TRUSTEE SCOLLIN _____

TRUSTEE BRUNETTE _____

REVOCABLE LICENSE

REVOCABLE LICENSE dated this 1st day of October 2024 and effective 1 October 2024, between the people of the State of New York, acting by and through the Division of Military and Naval Affairs (DMNA) (hereinafter referred to as "Licensor") and the City of Saranac Lake (hereinafter referred to as "Licensee") for use of certain premises within the New York State Armory located at 5044 State Route 3, Saranac Lake, NY 12983

WITNESSETH:

WHEREAS, Licensee is a government entity, with Certificate of Incorporation filed with the New York State Secretary of State on June 16, 1892.

WHEREAS, Licensor is willing to provide Licensee with the use of certain portions (hereinafter known as "Demised Premises" or "Premises"), as specifically described in Appendix B, First Floor Plan, which is attached hereto and made a part hereof, within the New York State Armory located at 5044 State Road, RT-3 Saranac Lake, Franklin County, New York (hereinafter referred to as the "Armory Premises") for the purposes of operating the Saranac Lake Police Department operations during the renovations of their current location, in accordance with the terms and provisions of this Revocable License; and

WHEREAS, Licensor has the authority to allow such use of these Demised Premises under authority contained in Section 183.1.d. and f. of the Military Law of the State of New York; and any applicable rules and regulations promulgated there under; and

WHEREAS, Licensor agrees to license the Premises in order for the Licensee to provide operational activities in support of law enforcement activities and in exchange Licensee agrees to reimburse the Licensor for expenses resulting from said use, said expenses including utilities and personnel costs for janitorial service, and security personnel; and

NOW, THEREFORE, in consideration of the terms, premises and mutual covenants contained herein, the parties agree as follows:

**ARTICLE 1
GRANT OF LICENSE**

Licensor hereby grants to Licensee a Revocable License to use and occupy the Premises. It is hereby understood and agreed that the use of these Premises shall be for the purpose of operating an administrative center that provides office spaces required to perform law enforcement administrative activities. The entire premises and the contents thereof, are and shall continue to be the sole property of the Licensor and Licensor retains the right to enter the premises. This Revocable License is cancellable at will and without cause by either party upon 30 days written notice to the other party.

**ARTICLE 2
TERM OF LICENSE**

The term of this Revocable License is effective beginning on 1 October 2024 for an indefinite term. This Revocable License, however, will not take effect until it has been executed by both parties, and approved by the New York State Comptroller and the New York State Attorney General.

**ARTICLE 3
USE EXPENSES**

The Licensor will not charge Licensee 'rent'; however, Licensee shall pay use expenses to Licensor for those expenses attributable to Licensee's use of the Demised Premises. These expenses will include, but are not limited to, heat, electricity, security and janitorial expenses.

Licensor will prepare a cost sheet based on the hours of operation contained on said Premises and provide to Licensee within two (2) calendar weeks of receipt of calendar. The cost sheet will list the hours of security, janitorial (if necessary), and utilities for the License period (see attached Appendix C).

Costs incurred through the License year shall be totaled on October 1, 2025. Licensor shall provide an updated assessment for use expenses to Licensor not less than every twelve months thereafter. In the event either party terminates this license in accordance with the terms herein prior to October 1, 2025, Licensee agrees to pay uses expenses based on a prorated basis for actual expenses incurred. Licensee shall make an annual payment at the end of each License period. Payments shall be made in the form of a check payable to "NYS-DMNA," and mailed to: DMNA, ATTN: MNBF, 330 Old Niskayuna Road, Latham, New York 12110-3514.

**ARTICLE 4
FURNISHINGS AND FIXTURES**

All furnishings and fixtures related to the operation of the Center at the Premises including, but not limited to: desks, chairs, recreation equipment, and all items required under Licensee's programs will be provided by Licensee. All such property of whatever kind or nature shall be and will remain the property of the Licensee. Licensor retains the right to direct Licensee to remove property belonging to Licensee.

**ARTICLE 5
MAINTENANCE AND REPAIRS**

Licensee hereby agrees to be responsible for and provide for all maintenance, repairs and furnishings arising from, incident to, but not limited to the operation of the Center in the Demised Premises. Licensee must obtain written permission from Licensor prior to performing any such maintenance, repair or installation of new furnishings. Licensee may use Licensor provided services to be reimbursed by Licensee. All maintenance and repairs are subject to written approval by Licensor. Such approval shall not be unreasonably withheld. Requests for permission to perform maintenance and repairs shall be responded to in the manner and within the time frames specified in Article 6, below.

Licensee will be responsible for maintaining the Demised Premises on a day-to-day basis. Licensee shall, during its hours of use, maintain the restroom facilities in such a manner

as to preclude the need for any additional cleaning at the end of their daily use. If Licensee is unable to maintain the restroom facilities in such a manner, Licensor reserves the right to place additional staff on duty to clean said restroom facilities, and Licensee will reimburse Licensor for cost of said cleaning.

ARTICLE 6 ALTERATIONS BY LICENSEE

Licensee is prohibited from making any alterations, decorations, installations, additions and improvements in and to the Premises without written approval from Licensor. Licensor agrees to respond to the Licensee's written request for approval of alterations, decorations, installations, additions and improvements in and to the Premises as described in Article 5 hereof within three (3) weeks of receipt of said written request by Licensor. Approval will not be unreasonably withheld and shall be granted unless the alterations, repairs or maintenance for which approval is requested by Licensor shall result in an irreversible modification of the structure of the Premises. All property of whatever kind or nature in or on the Premises which is owned or paid for by the Licensee shall be and will remain the property of the Licensee except for any equipment or alterations permanently affixed to the Premises. Upon revocation of this Revocable License by Licensor, Licensor shall have no responsibility to support costs relative to Licensee's funded alterations. Licensee shall have 30 days from the revocation of this Revocable License to either completely remove non-fixture property or announce its intent to surrender such property to Licensor.

Licensee agrees that any placement of satellite dishes or antennas on the Armory's roof or other areas and any installation of cable television and telephone lines must be approved and coordinated through Licensor. Licensee must provide Licensor with the name and contact information of the telecommunication, cable or satellite company whose services are being used in the Demised Premises. Licensee shall be solely responsible for installation, maintenance, and service costs related to such services or equipment.

ARTICLE 7 HOURS OF OPERATION AND SECURITY

Security is defined as a person or persons whose duty is to ensure access to the Armory is limited to those persons authorized access and to ensure occupants or guests of the Center remain only in those parts of the Armory for which they are authorized access. Additionally, the person(s) on security detail is charged with protecting the Premises and property contained therein from damage or mischief. Opening and securing the access doors for access to the Demised Premises as individuals enter and exit shall be part of the security duties.

The Licensee agrees to strictly abide by and adhere to any and all security rules and regulations in force at this facility. Licensee acknowledges under this License that access to the Demised Premises may be denied at any time if Force Protection levels are increased; if the premises are required for use related to a military or civil emergency operation; or if the military units assigned to this facility require use of the Premises for training or readiness operations.

If Licensee wants to conduct any activity that will be open to the public, a separate short-term nonmilitary use (NMU) Agreement must be fully executed by the Licensee and the Licensor with the appropriate additional security measures in place as outlined in DMNA Form 210-4, Addendum to Nonmilitary Use Agreement Security Standards and Requirements Public Events as shown as Exhibit 2.

Licensee understands that the Licensor's security or maintenance personnel are not permitted to render personal assistance to persons entering and exiting or moving about within the Armory building.

ARTICLE 8 LIABILITY INSURANCE

General Liability Insurance, in effect for the entire license period, written by a licensed New York State carrier must be provided by the Licensee. A Certificate of Insurance naming the Division of Military and Naval Affairs and the State of New York (DMNA-NY) as Additional Insureds with minimum coverage of \$1,000,000 property damage each occurrence, \$1,000,000 bodily injury each occurrence, and \$2,000,000 aggregate must be provided by the Licensee to the Licensor.

ARTICLE 9 INDEMNIFICATION

Licensee will be fully and absolutely responsible for the Demised Premises, and for the operation and conduct of the Center and its attendees, as well as Licensee's agents, contractors, employees or invitees, and for all liability, loss, damage, cost or expense which may be caused by or incurred in relation to its use of the Demised Premises and/or the operation of the Center. Licensee will hold harmless and indemnify Licensor, the State of New York, the New York Army National Guard and any individual, agency, unit or member thereof, from any and all claims, suits, actions of every nature and descriptions arising out of or relating to the acts of the Licensee, its agents, contractors, employees, invitees, or member or guests of the Center in the conduct or operation of its Center, or in the maintenance of the Demised Premises as delineated and encompassed by this Revocable License.

In the event that any claims are filed against Licensor for which the Licensee is responsible for payment, Licensor shall provide Licensee with notice of such claims within thirty (30) days of receipt thereof by registered mail with a return receipt requested.

ARTICLE 10 LICENSE

The Licensor and Licensee hereby agree and acknowledge that they understand and intend that this Revocable License is not a lease and does not create a landlord-tenant relationship between Licensor and Licensee. The Licensor and Licensee further agree that it is not their intention to transfer any interest in real property from Licensor to Licensee by or through this Revocable License.

ARTICLE 11 MAIL AND DELIVERIES

Licensee will maintain a mailing address (street address or post office box) separate and apart from the Armory as its official mailing address. The Licensor's employees are not authorized to receive, sign for, handle, distribute, or safeguard any US mail, overnight delivery envelopes/boxes, or parcel post packages that may be addressed to the Licensee and delivered to the Armory. All other deliveries (for example, supplies, equipment, furniture, rental property,

and food) to the Licensee at the Armory must be coordinated not less than two (2) business days in advance with the Licensor and received at the Armory by the Licensee.

ARTICLE 12 CODE COMPLIANCE

The parties agree that Licensee bears the responsibility and expense of complying with local and state codes and permits, if any, applicable to the Demised Premises. Maximum occupancy rates will be posted for each room and area of the Demised Premises, based on the normal configuration of furnishings and equipment in said rooms and areas.

ARTICLE 13 INSPECTION

Prior to the execution of this Revocable License, or as soon thereafter as practical, the parties hereto agree that a full inspection of the Demised Premises will be made by both Licensor and Licensee to determine the present condition of the Demised Premises. A single written report shall be prepared by Licensor with the concurrence of the Licensee setting forth the condition of the Demised Premises. This report shall be used to resolve any disputes which may occur at the time of termination revocation of this Revocable License or at any time prior thereto concerning the conditions of the Demised Premises.

ARTICLE 14 ACCEPTANCE OF PREMISES

Licensee represents that the Licensee is fully familiar with the physical condition of the Demised Premises, the improvements thereon, the sidewalks and structures adjoining the same, subsurface conditions, and the present tenancies, and uses thereof. Licensee accepts the same, without recourse to the Licensor, in the condition and state in which they now are and agrees that the Demised Premises complies with the requirements of this Lease. Licensor makes no representations or warranties, express or implied in fact or by law, as to the nature or condition of the Demised Premises, or its fitness or availability for any particular use. Licensor shall not be liable for any latent or patent defect therein.

Licensor has no obligation to perform any work, supply any materials, incur any expenses, or make any installations to prepare the Demised Premises for Licensee's use.

ARTICLE 15 DAMAGES

Licensee is responsible for any and all damages to the Armory caused by Licensee's agents, employees, patrons, guests, and attendees whether accidental or otherwise. Licensee agrees to leave the Demised Premises in the same condition as when received, ordinary wear and use excepted, and to be responsible for additional costs incurred because of an unusual amount of post-event cleanup.

ARTICLE 16 HAZARDOUS OR DANGEROUS PRODUCTS

Materials considered to be hazardous, dangerous, flammable or incendiary may not be brought into the Armory unless approval is obtained, in advance, from the Armory

Superintendent. In such cases, justification must be provided, and any necessary permits from local authorities must be obtained. Pyrotechnics and similar materials fall under this category.

Licensee will follow all guidelines and rules regarding maintaining appropriate Material Substance Data Sheets (MSDS) for appropriate materials and substances maintained in the Demised Premises. Paints, solvents, aerosols and cleaners are examples of items requiring MSDS compliance.

ARTICLE 17 PROHIBITED USES

Use of the Armory or the Demised Premises therein for political or religious purposes, (except that an Armory may be used for the purpose of holding the national or state convention of a political party) is prohibited under Military Law of the State of New York.

No animals or pets are permitted in the Armory. Working dogs are the only exception to this prohibition.

ARTICLE 18 MISCELLANEOUS USE OF PREMISES TERMS

Licensee agrees to provide to the Licensor one (1) 24-hour business day, 24-hour notice and copies of any of the Licensor's press releases to the Licensor for review and approval.

Licensee agrees to notify Licensor one (1) 24-hour business day in advance of visitation to the Demised Premises by elected officials, dignitaries, or other individuals or groups considered to be "VIP" (very important people to include, but is not limited to, elected or appointed officials of any local, county, state or federal government agency). Should any of these individuals or groups visit the Demised Premises without advance notice, Licensee shall immediately notify Licensor of such visit.

Licensee agrees that any and all signage related to advertising or public identification of the Demised Premises must be approved by Licensor prior to installation of same.

Any incidents involving violence, injury, property damage, theft, or of a similar significant nature must be reported to the Officer in Charge and Control (OIC&C) of the Armory or his/her designee. The OIC&C or designee will provide assistance in preparation and submission of an incident report.

ARTICLE 19 EMERGENCY CANCELLATION

In the event the Demised Premises of the Armory space being utilized under the License is required to support emergency military purposes; is required by higher military authority for emergency use; is required for the purpose of any federal, state, or local municipal emergency; or is required to be closed to public access due to heightened Force Protection implementation, this Revocable License will be cancelled or suspended without advance notice.

Upon termination of this Revocable License under the conditions above, the Licensor will take steps to initiate a refund of any prepaid charges for days not already used by the Licensee.

**ARTICLE 20
ACCESS TO PREMISES**

The employees, military members and government officials stationed at the Armory, as well as municipal, county, state, and federal authorities, shall have access to the Demised Premises, to include the areas within the Demised Premises under this License that Licensor considers necessary or advisable, for official purposes (for example, safety inspection or investigation). This exercise of the Licensor's right to access the Demised Premises will not be done in a frivolous manner and the rights of the Licensee will be respected to the fullest extent possible.

**ARTICLE 21
NONDISCRIMINATION**

Discrimination based on race, creed, color, national origin, sex, or disability or marital status of a Licensee or by a Licensee is prohibited. All Armory uses must be conducted in a nondiscriminatory manner in accordance with the State Human Rights Law nondiscrimination assurance contained in Section 296 of the Executive Law of the State of New York.

**ARTICLE 22
PAYMENTS AND REFUNDS**

All license payments must be mailed to the DMNA, ATTN: MNBF, 330 Old Niskayuna Road, Latham, New York 12110-3514. **NO PAYMENTS WILL BE ACCEPTED BY THE ARMORY PERSONNEL.**

**ARTICLE 23
NOTICES**

Any notices required to be given to the Licensee or to the Licensor shall be in writing and shall be sent by certified mail or by registered mail with a return receipt requested to the address set forth below:

LICENSEE: Village of Saranac Lake
ATTN: Bachana Tsiklauri (Village Manager)
39 Main Street, 2nd Floor-Suite 9
Saranac Lake, NY 12983

LICENSOR: New York State Division of Military and Naval Affairs
ATTN: Director of Facilities Management and Engineering (MNFE)
330 Old Niskayuna Road, Latham, NY 12110-3514

Either party may change its address as set forth herein by notice to the other in the manner provided for herein, provided that no notice of change of address shall be effective until 15 days following the date the notice is given. Notice shall be deemed given as of the date of mailing.

**ARTICLE 24
SUB-LICENSING**

Irrespective of any other provision of this Revocable License, Licensee is prohibited from entering into a sub-license or sharing any portion of the Demised Premises spaces with another party unless specifically approved in writing, in advance, by Licensor.

**ARTICLE 25
ENTIRE AGREEMENT**

As required by New York State law, Appendix A, Standard Clauses for New York State Contracts, dated June 2023, is attached hereto and made a part of this Revocable License.

This Revocable License, including Appendices A, B, and C sets forth the entire agreement between the parties with respect to the granting of the Revocable License by Licensor for Licensee's use of the Premises as a part-time community center for youth and senior citizens residing in the areas covered by Zip Code 12983, and may not be altered or modified except in writing and signed by both parties.

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

Village of Saranac Lake

By: _____

Name: _____

Title: _____

STATE OF NEW YORK)
) ss.
COUNTY OF _____)

On the _____ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me based on statutory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity as _____ of the Village of Saranac Lake, INC., and that by his/her signature on the instrument, the individual executed the instrument.

Notary Public
My Commission Expires On: _____
Notary's Seal/Stamp

**STATE OF NEW YORK
DIVISION OF MILITARY AND NAVAL AFFAIRS**

By: _____
Name: Gary S. Yaple
Title: Director of Facilities Management
and Engineering

APPROVED AS TO FORM:

**Letitia James
Attorney General of the State of New York**

By: _____

APPROVED:

**Thomas P. DiNapoli
Comptroller of the State of New York**

By: _____

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

SUBJECT: STR Renewal Application

Date: 10/15/2024

DEPT OF ORIGIN: Mayor Williams

Bill # 162-2024

DATE SUBMITTED: 10/23/2024

EXHIBITS: _____

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED:

AMOUNT
BUDGETED:

APPROPRIATION
REQUIRED:

SUMMARY STATEMENT:

Resolution to approve short-term rental renewal application

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR WILLIAMS _____

TRUSTEE RYAN _____

TRUSTEE WHITE _____

TRUSTEE SCOLLIN _____

TRUSTEE BRUNETTE _____

**RESOLUTION TO APPROVE THE USE OF THE PROPOSED SHORT TERM RENTAL
RENEWAL APPLICATION**

WHEREAS, the Village of Saranac Lake Board of Trustees passed a Local Law allowing short-term rentals within the Village of Saranac Lake, and,

WHEREAS, the law states that “permit holders shall be able to apply for Renewal Permits beginning November 1st through January 15th, and,

WHEREAS, any application form relating to STR permitting must be approved by the Village Board to remain in accordance with the Short-term Rental Law.

THEREFORE, BE IT RESOLVED, the Village Board of Trustees approves the use of the STR Renewal Permit Application.



Village of Saranac Lake

Community Development Department
39 Main Street, Suite 9 Saranac Lake, NY 12983-2294
Phone: (518) 891 - 4150
Fax: (518) 891 - 1324
Web Site: www.saranaclakeny.gov

PERMIT#: _____

DATE RECEIVED: _____

DATE PAID: _____

SHORT-TERM RENTAL PERMIT
RENEWAL APPLICATION

INSTRUCTIONS FOR PERMIT RENEWAL:

- 2025 STR renewal permits will only be issued to existing 2024 STR permit holders.
- Applicant to complete the renewal permit application between November 1, 2024 and January 31, 2025. Incomplete applications will not be approved.
- Completed applications can be emailed to comdevassist1@saranaclakeny.gov or can be brought/mailed to Village offices at 39 Main Street, 2nd Floor, Saranac Lake NY 12983.
- STR renewal permit application fees are dependent on STR type.
- Renewal permits shall run from January 31 of the year of issuance to January 31 of the following calendar year. If the permit is not renewed by the expiration date, the STR will be operating without a permit and subject to fines outlined in the Fine and Fee Schedule.
- Applicant to answer the following questions:
 - Has there been a change of ownership for this property?
 - Is the owner of this property a Village of Saranac Lake resident?
 - Has there been any change to the layout or number of rental rooms for this property?
 - Is there any other change regarding this property that the Village should be aware of?

Applicant Information	
Applicant Name	
STR Property Address	
Mailing Address, If different	
Applicant Email	
Applicant Phone	

CONFIRM PROPERTY CONTACT INFORMATION:

List the contacts **in the order they should be contacted**. Include the property owner(s), host, or property manager if applicable.

Title	Name	Email	Day Phone	Night Phone
<i>Example: Owner</i>	<i>Jane Doe</i>	jdoe@gmail.com	518-xxx-xxxx	518-xxx-xxxx

ACKNOWLEDGMENTS:

Instructions: Initial next to each statement verifying that you understand and agree to follow each of these conditions in order to renew a STR Permit:

Initials	Statement
	House Rules. A copy of the House Rules will be posted in a visible location for guests.
	Camping. Camping is not permitted on the STR property.
	The STR permit will be displayed in the dwelling unit in a place where it is easily visible to the occupants (on or about the inside of the front or main door of each dwelling unit)
	Emergency contact information will be posted in the dwelling unit in a place where it is easily visible to the occupants.
	Emergency exit plan and location of fire extinguishers shall be posted in each dwelling where it is easily visible for guests.
	Guests shall be made aware of the property lines and notified that that they may be liable for illegal trespassing.
	Guests must obey local noise ordinances. Noise shall be kept at a reasonable level. Unreasonably loud, disturbing and unnecessary noise shall not occur, including during quiet hours between 10pm and 7am.
	Rental arbitrage is not permitted on properties with an STR Permit.
	Transfer. STR permits may not be assigned, pledged, sold, or otherwise transferred to any other persons, businesses, entities, or properties, except to a spouse, parent, or naturally born/legally adopted child or sibling. If a permitted property is sold, the new owners shall submit a completed STR permit application, and nonrefundable STR permit application fee to the STR Permit Administrator within 30 days of the date of new ownership to continue operation as an STR.
	STR permits are valid for up to one year. Permits expire on January 31 each year. It is the owner’s responsibility to renew the STR permit each year. If a permit is not renewed by the expiration date it is understood that the STR will be operating without a permit and subject to fines.
	The STR unit(s) shall not be used for any other commercial use or commercial event space.
	Fires. If allowed by the property owner, instructions for fires in indoor fireplaces or wood stoves will be shared with all guests. If fires are not allowed, that information will be conveyed to guests.
	Pools. If the property has a pool, hot tub or other swimming appurtenance, a clear list of requirements related to pool use, including an explanation of the use of required barriers, latches, alarms, or electrical disconnects will be shared with all guests.
	Garbage. Procedures for disposal of garbage and recycling shall be shared with guests.
	By accepting a STR Permit, I acknowledge that the property may be inspected by the Code Enforcement Officer to verify compliance with New York State Uniform Fire Prevention and Building Code and all requirements of the Special Use Permit.
	Renewal Application. The STR Permit Administrator may deny a renewal application based on noncompliance with STR regulations or conditions of the Special Use Permit, or upon failure of a fire safety inspection in any aspect of that inspection. The STR Permit holder may appeal the denial to the Development Board.
	If any information submitted as part of this application changes before the time of renewal of an STR Permit, the applicant must submit changes in writing to the Community Development Department via email to comdevassist1@saranacounty.gov .
	Agree to follow any conditions relating to the approval of the Special Use Permit.

CERTIFICATION:

Applicant's Signature _____ **Date** _____

If Applicant is not the property owner:

Property Owner Name: _____

Property Owner Signature: _____ **Date** _____

FOR VILLAGE USE ONLY:

Has this property received any complaints or violations that should prohibit this property from continuing as a STR property?

- **If yes, has this been addressed with the STR property owner?**

Is this STR renewal application APPROVED or DENIED?

- **If APPROVED, date of renewal permit issuance:**
- **If DENIED, date of communication with property owner:**



Village of Saranac Lake

Community Development Department

39 Main Street, Suite 9 Saranac Lake, NY 12983-2294

Phone: (518) 891 - 4150

Fax: (518) 891 - 1324

Web Site: www.saranaclakeny.gov

Affidavit Attesting to Compliance with NYS Fire, Safety and Building Codes

STR Property Address: _____

Name(s) of ALL Property Owners: _____

The Undersigned being duly sworn deposes and attests to the following:

- There shall be one functioning smoke detector in each bedroom and at least one functioning smoke detector in at least one other room and that the correct number of devices are installed per the New York State Building Code, including date of device.
- There shall be one functioning fire extinguisher in the kitchen and at each primary exit.
- At least one carbon monoxide detector is present if a source of combustion is present in the building.
- Exterior doors shall be operational and all passageways to exterior doors shall be clear and unobstructed.
- Electrical systems shall be serviceable with no visual defects or unsafe conditions.
- All fireplaces, fireplace inserts or other fuel-burning heaters and furnaces shall be vented and properly installed.
- Each bedroom shall have an exterior exit that opens directly to the outside, or an emergency escape or egress window.
- GFIs shall be present in all kitchens and bathrooms.
- The property complies with the New York State Property Maintenance Law.
- Street side emergency address numbers are displayed in accordance with 911 regulations.

The property owners listed above certify that the Short-term rental property for which I/we are applying for a STR Permit meets all of the criteria described above. I/we acknowledge that failure to comply with the short term rental requirements may result in revocation of the short term rental permit.

Signature of All Property Owners (attach additional sheets if needed)

Name: _____
Signature: _____
Date: _____

[STATE] _____) s.s.:
[COUNTY] _____)

On this [] day of [], 20[], before me, the undersigned notary public appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of (his)(her) knowledge and belief.

[], Notary Public
My Commission Expires: _____

Name: _____
Signature: _____
Date: _____

[STATE] _____) s.s.:
[COUNTY] _____)

On this [] day of [], 20[], before me, the undersigned notary public appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of (his)(her) knowledge and belief.

[], Notary Public
My Commission Expires: _____

••• By signing the foregoing, the signatory has verified the accuracy of its contents and such verification is made pursuant to section 100.30 (d) of the criminal procedure law of the state of New York and said signatory knows that a false statement is punishable as a Class A Misdemeanor pursuant to section 210.45 if the penal law of the State of New York.



Village of Saranac Lake

Community Development Department

39 Main Street, Suite 9 Saranac Lake, NY 12983-2294

Phone: (518) 891 - 4150

Fax: (518) 891 - 1324

Web Site: www.saranaclakeny.gov

Short-Term Rental Permit Fee and Fine Schedule 2024/2025

STR Annual Fees

One bedroom in owner occupied house	\$25.00
Studio/1 Bedroom	\$200.00
2-4 Bedrooms	\$500.00
5-6 Bedrooms	\$800.00
7-8 Bedrooms	\$1,200.00
9+ Bedrooms	\$1,600.00

STR Fines

Operating without a permit	Up to \$ 500.00 Per Day
Failure to remedy	Up to \$ 500.00 Per Day

STR permit expiration date is January 31 of the following year. Exact year is listed on permit.

Nontransferable: STR permits may not be assigned, pledged, sold, or otherwise transferred to any other persons, businesses, entities, properties, except to a spouse, parent, sibling or naturally born/legally adopted child. STR administrator shall be notified if property is sold. New applicants must contact the STR administrator to discuss potential for new permits.

STR permits are to be posted in the dwelling unit, in a location that is easily visible to the occupants.

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

SUBJECT: Authorize Raises

Date: 10/28/2024

DEPT OF ORIGIN: Mayor Williams

Bill # 163-2024

DATE SUBMITTED: 10/23/2024

EXHIBITS: _____

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED:

AMOUNT
BUDGETED:

APPROPRIATION
REQUIRED:

SUMMARY STATEMENT:

Resolution to authorize raises for employees responsible for Capital Improvement Projects

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR WILLIAMS _____

TRUSTEE RYAN _____

TRUSTEE WHITE _____

TRUSTEE SCOLLIN _____

TRUSTEE BRUNETTE _____

**RESOLUTION TO INCREASE COMPENSATION FOR CAPITAL
IMPROVEMENT PROJECT TEAM**

Whereas, the Village of Saranac Lake is in desperate need of infrastructure improvements, and,

Whereas, there is a very significant cost savings completing these projects if done by DPW staff rather than private contracting companies, and,

Whereas, after an incredibly successful outcome with our Main Street project, it is in the best interest of the Village to retain members of the capital improvement project team to facilitate many follow-on projects in the coming years.

Therefore, be it resolved, that the Village of Saranac Lake is offering a pay rate increase to these select individuals of three dollars per hour.

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

SUBJECT: Boothe River Park

Date: 10/28/2024

DEPT OF ORIGIN: Trustee Brunette

Bill # 163-2024

DATE SUBMITTED: 10/24/2024

EXHIBITS: _____

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED:

AMOUNT
BUDGETED:

APPROPRIATION
REQUIRED:

SUMMARY STATEMENT:

Resolution to amend the “Tom Boothe Whitewater Park” name to “Boothe River Park”

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR WILLIAMS _____

TRUSTEE RYAN _____

TRUSTEE WHITE _____

TRUSTEE SCOLLIN _____

TRUSTEE BRUNETTE _____

Whereas, the Village of Saranac Lake Board of Trustees previously passed Bill #25-2022 on February 28, 2022, to accept sponsorship of the whitewater park located in downtown Saranac Lake, recognizing the late Tom Boothe's pivotal role in bringing this project to fruition; and

Whereas, the original resolution included a condition naming the facility "Tom Boothe Whitewater Park" in honor of Boothe's leadership and dedication; and

Whereas, the volunteer group "Friends of the Tom Boothe Whitewater Park" has proposed a name alteration to ensure the park reflects its intended use, enhancing the park's public appeal and broadening its identity beyond whitewater; and

Whereas, whitewater parks are typically associated with challenging river sports, while river parks offer more inclusive recreational opportunities, free and accessible to the public, encouraging greater community engagement and use of the park; and

Whereas, the group proposes the new name "Boothe River Park" as a way to honor Tom Boothe while simultaneously aligning the park's branding with its diverse offerings;

Therefore, Be It Resolved, that the Village of Saranac Lake Board of Trustees hereby approves the amendment to the facility's name, updating it from "Tom Boothe Whitewater Park" to "Boothe River Park"; and

Be It Further Resolved, that all references to the facility in future Village documents, signage, and promotional materials will reflect the new name "Boothe River Park," and the professional graphic design provided by the "Friends of the Tom Boothe Whitewater Park" group will be adopted for future branding.



BOOTHHE RIVER PARK

SARANAC LAKE, NEW YORK

On behalf of the Saranac Lake Board of Trustees, I am writing to express our concern regarding two urgent infrastructure needs that significantly affect our community and its safety.

Firstly, we would like to address the deteriorating condition of the retaining wall along State Route 3 as you enter Saranac Lake from Bloomingdale. This area serves as the primary gateway to our village and is integral to the visual appeal of our community. Unfortunately, the retaining wall has been an eyesore and has shown signs of neglect and structural compromise. We strongly believe this area needs immediate attention; allowing it to crumble further poses safety risks for residents and visitors. The perception of safety and beauty at our "entrance" directly impacts our community's image, tourism, and overall pride. We urge the DOT to prioritize the maintenance and enhancement of this retaining wall.

Secondly, we want to advocate for a designated sidewalk crossing on Lake Flower Avenue leading to Baldwin Park. This park is undergoing renovations, and we are excited to also incorporate a new, ADA-compliant kayak launch. However, without safe access from the only sidewalk to the park, many community members and visitors will be unable to fully enjoy the park and its amenities. The lack of a safe crossing puts pedestrians at risk and potentially discourages our community and visitors from utilizing this valuable space. A crosswalk would enhance safety and encourage the use of our scenic park.

These infrastructure improvements reflect our commitment to the well-being and safety of all individuals in Saranac Lake, both residents and visitors alike. We appreciate your attention to these critical matters, and we hope you will prioritize these projects for the benefit of our community.

Thank you for your consideration.

Sincerely,

Sean Ryan

Saranac Lake Village Trustee